



United City of Yorkville

800 Game Farm Road

Yorkville, Illinois 60560

Telephone: 630-553-4350

www.yorkville.il.us

AGENDA PUBLIC WORKS COMMITTEE MEETING

Tuesday, August 16, 2016

6:00 p.m.

City Hall Conference Room
800 Game Farm Road, Yorkville, IL

Citizen Comments:

Minutes for Correction/Approval: July 19, 2016

New Business:

1. PW 2016-53 Stagecoach Crossing – Completion of Improvements Bid Award
2. PW 2016-54 Wrigley EDP – Grant of Easement
3. PW 2016-55 Wrigley Site Expansion – HR Green Engineering Amendment and EDP Amendment
4. PW 2016-56 Parkway Maintenance Ordinance
5. PW 2016-57 Budget Amendment – Fox Hill SSA
6. PW 2016-58 Well No. 3
7. PW 2016-59 NPDES MS4 Stormwater Permit
8. PW 2016-60 City Hall Rear Parking Lot
9. PW 2016-61 RFP for Solid Waste
10. PW 2016-62 Street Sign Sale Update

Old Business:

Additional Business:

2016/2017 City Council Goals – Public Works Committee		
Goal	Priority	Staff
“Municipal Building Needs and Planning”	3	Bart Olson & Eric Dhuse
“Capital Improvement Plan”	4	Bart Olson & Eric Dhuse
“Vehicle Replacement”	5	Bart Olson & Eric Dhuse
“Sidewalks and Trails Funding and Planning”	15	Bart Olson, Eric Dhuse, Brad Sanderson & Rob Fredrickson

UNITED CITY OF YORKVILLE
WORKSHEET
PUBLIC WORKS COMMITTEE
Tuesday, August 16, 2016
6:00 PM
CITY HALL CONFERENCE ROOM

CITIZEN COMMENTS:

MINUTES FOR CORRECTION/APPROVAL:

1. July 19, 2016

- ☐ Approved _____
- ☐ As presented
- ☐ With corrections

NEW BUSINESS:

1. PW 2016-53 Stagecoach Crossing – Completion of Improvements Bid Award

- ☐ Moved forward to CC _____ consent agenda? Y N
 - ☐ Approved by Committee _____
 - ☐ Bring back to Committee _____
 - ☐ Informational Item
 - ☐ Notes _____
-
-

2. PW 2016-54 Wrigley EDP – Grant of Easement

☐ Moved forward to CC _____ consent agenda? Y N

☐ Approved by Committee _____

☐ Bring back to Committee _____

☐ Informational Item

☐ Notes _____

3. PW 2016-55 Wrigley Site Expansion – HR Green Engineering Amendment and EDP Amendment

☐ Moved forward to CC _____ consent agenda? Y N

☐ Approved by Committee _____

☐ Bring back to Committee _____

☐ Informational Item

☐ Notes _____

4. PW 2016-56 Parkway Maintenance Ordinance

☐ Moved forward to CC _____ consent agenda? Y N

☐ Approved by Committee _____

☐ Bring back to Committee _____

☐ Informational Item

☐ Notes _____

5. PW 2016-57 Budget Amendment – Fox Hill SSA

☐ Moved forward to CC _____ consent agenda? Y N

☐ Approved by Committee _____

☐ Bring back to Committee _____

☐ Informational Item

☐ Notes _____

6. PW 2016-58 Well No. 3

☐ Moved forward to CC _____ consent agenda? Y N

☐ Approved by Committee _____

☐ Bring back to Committee _____

☐ Informational Item

☐ Notes _____

7. PW 2016-59 NPDES MS4 Stormwater Permit

☐ Moved forward to CC _____ consent agenda? Y N

☐ Approved by Committee _____

☐ Bring back to Committee _____

☐ Informational Item

☐ Notes _____

8. PW 2016-60 Back Parking Lot

☐ Moved forward to CC _____ consent agenda? Y N

☐ Approved by Committee _____

☐ Bring back to Committee _____

☐ Informational Item

☐ Notes _____

9. PW 2016-61 RFP for Solid Waste

☐ Moved forward to CC _____ consent agenda? Y N

☐ Approved by Committee _____

☐ Bring back to Committee _____

☐ Informational Item

☐ Notes _____

10. PW 2016-62 Street Sign Sale Update

☐ Moved forward to CC _____ consent agenda? Y N

☐ Approved by Committee _____

☐ Bring back to Committee _____

☐ Informational Item

☐ Notes _____

OLD BUSINESS:

ADDITIONAL BUSINESS:



Reviewed By:	
Legal	<input type="checkbox"/>
Finance	<input type="checkbox"/>
Engineer	<input type="checkbox"/>
City Administrator	<input type="checkbox"/>
Human Resources	<input type="checkbox"/>
Community Development	<input type="checkbox"/>
Police	<input type="checkbox"/>
Public Works	<input type="checkbox"/>
Parks and Recreation	<input type="checkbox"/>

Agenda Item Number

Minutes

Tracking Number

Agenda Item Summary Memo

Title: Minutes of the Public Works Committee – July 19, 2016

Meeting and Date: Public Works Committee – August 16, 2016

Synopsis: _____

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Committee Approval

Submitted by: Minute Taker

Name

Department

Agenda Item Notes:

Have a question or comment about this agenda item?

Call us Monday-Friday, 8:00am to 4:30pm at 630-553-4350, email us at agendas@yorkville.il.us, post at www.facebook.com/CityofYorkville, tweet us at @CityofYorkville, and/or contact any of your elected officials at http://www.yorkville.il.us/gov_officials.php

DRAFT

**UNITED CITY OF YORKVILLE
PUBLIC WORKS COMMITTEE
Tuesday, July 19, 2016, 6:00pm
Yorkville City Hall, Conference Room
800 Game Farm Road**

IN ATTENDANCE:

Committee Members

Chairman Chris Funkhouser
Alderman Jackie Milschewski

Alderman Larry Kot
Alderman Ken Koch

Other City Officials

City Administrator Bart Olson
Public Works Director Eric Dhuse
Engineer Brad Sanderson, EEI

Other Guests: None

The meeting was called to order at 6:00pm by Chairman Chris Funkhouser.

Citizen Comments: None

Previous Meeting Minutes: June 21, 2016
The minutes were approved as presented.

New Business:

1. PW 2016-44 Parkway Maintenance

Mr. Dhuse gave info on their mowing efforts and said most areas have been mowed once. The crews are also saving time by completing other mowing jobs while in the area.

2. PW 2016-45 Capital Improvement Projects Update

Highlights of the project were presented by Mr. Sanderson. He said 45% of the Countryside watermain is done and some pavement is expected by the end of the week; Road to Better Roads work is mostly complete on Eldamain, Church and Mill St. LAFO; ITEP lighting project should see poles up by mid-August; land acquisition and lease agreement with Com Ed proceeding for Kennedy Road with a goal to let bids in September. No further discussion.

3. PW 2016-46 Bond/LOC Reduction Summary

This is the quarterly update with not much movement according to Mr. Sanderson. No further discussion.

4. PW 2016-47 Church Street Water Main Improvements – Change Order No. 1

The work is nearly complete and this is the only change order anticipated. The change order is an increase of \$3,586.45. There were issues with water service connections and a water main broke during construction, but was unrelated to the project. The contractor was instructed to repair it since it would have cost the City the same amount. This moves to the consent agenda.

5. PW 2016-48 Route 34 Improvements (Eldamain to Center)-Transfer of Property to IDOT

Mr. Sanderson said IDOT is seeking to purchase a small sliver of property by Blackberry Creek. It is a half acre of non-developable property in the flood plain. Alderman Funkhouser took issue with the price being offered by IDOT and said it is open space for the City. Mr. Olson said IDOT prices are usually accepted since staff time would cost the City money. This item moves to the consent agenda.

6. PW 2016-49 Kennedy Road Shared Use Path – Phase III Engineering - RFQ Results

Mr. Olson reported on the RFQ process and after scoring and ranking, EEI was selected based on the cost estimate of \$164,000. This quote would be submitted for the FY 2017/2018 construction engineering. The various vendors who were scored and ranked could be used for future projects based on the scoring. When the RFQ process is used, no prices are requested initially, but qualifications and other factors are considered first. This moves forward to the consent agenda.

7. PW 2016-50 Wrigley Site Expansion-EDP (Intersection Improvements)

IDOT had previously given direction to pass an MFT resolution, but recently told the City no resolution was needed. The resolution passed in January now needs to be rescinded to allow for a clean document for the audit. This moves to the consent agenda.

8. PW 2016-51 Well No. 4 Emergency Repairs

Mr. Dhuse said well #4 has seen a significant drop in production. It was found that repairs were needed for pitted bowls and impellers causing the issue. Layne Christensen provided a scope of service estimate and can do the work immediately and it is recommended to move forward with this company. It is expected well #4 will be down for a month. Well #3 which is minor, will be discussed next month to determine if it should be rehabbed or scrapped. This moves to the consent agenda.

9. PW 2016-52 Blackberry Woods (Phase B) – Development Status

There is a portion of Blackberry Woods that does not have sanitary sewer or water main. A letter of credit was allowed for this work which has shown no progress. Attempts have been made to correspond with the developer with no response. Mr. Sanderson is recommending issuance of a letter of default and the developer has 60 days to comply. The committee was OK with this and a declaration of default will be drafted and placed on the July 26 Council meeting.

Additional Business:

Alderman Milschewski said the island at Countryside Parkway and Rt. 34 is filled with weeds. The day lilies will be sprayed and later moved during the Rt. 34 expansion.

Alderman Koch inquired if the curbs will be painted at the entrance of Windett Ridge or if better lighting could be installed. Mr. Dhuse replied that the curb is set far back and recommended not painting it since other locations would also have to be painted then. Regarding the lighting, Com Ed will not allow it any closer, however, Mr. Dhuse will request a higher wattage bulb. Mr. Koch also asked if the unmowed commercial lot at the south end of Windett could be mowed and the owner

billed. Mr. Olson stated it is in various stages of property violations and it could be cited after a ticket is issued and appeal hearing held.

In a matter related to the weeds discussed earlier, Alderman Kot asked if a visibility check is done on the medians such as near Home Depot. He said it is difficult to see with the tall grasses. Mr. Funkhouser said he has received complaints on the area near the ballfield by Home Depot. It will be inspected for possible action.

Alderman Kot also asked about possible safety issues in the downtown area due to speeding. He asked if the speed indicator signs are still available and requested installation before drivers actually get to the downtown. Ms. Milschewski said she has noticed an increased police presence in the morning. It was noted the number of tickets issued in the downtown has increased. Alderman Koch suggested photo cameras as a possible deterrent. This will be discussed further.

New roundabouts at Rt. 47 and Burlington Road were discussed and it was noted they are cheaper, safer and do not require signs.

Mr. Sanderson gave an update on IDOT. Two sets of pre-final plans have been received for Rt. 34, Rt. 71/47 intersection and Rt. 71/126. EEI is reviewing the plans and comments will be submitted to IDOT.

There was no further business and the meeting was adjourned 6:38pm.

Minutes respectfully transcribed by
Marlys Young, Minute Taker



Reviewed By:	
Legal	<input type="checkbox"/>
Finance	<input type="checkbox"/>
Engineer	<input checked="" type="checkbox"/>
City Administrator	<input type="checkbox"/>
Human Resources	<input type="checkbox"/>
Community Development	<input type="checkbox"/>
Police	<input type="checkbox"/>
Public Works	<input type="checkbox"/>

Agenda Item Number

NB #1

Tracking Number

PW 2016-53

Agenda Item Summary Memo

Title: Stagecoach Crossing – Completion of Improvements

Meeting and Date: Public Works Committee – August 16, 2016

Synopsis: Consideration of Bid Award

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: _____

Council Action Requested: Consideration of Contract Award

Submitted by: Brad Sanderson Engineering
Name Department

Agenda Item Notes:

Have a question or comment about this agenda item?
Call us Monday-Friday, 8:00am to 4:30pm at 630-553-4350, email us at agendas@yorkville.il.us, post at www.facebook.com/CityofYorkville,
tweet us at @CityofYorkville, and/or contact any of your elected officials at http://www.yorkville.il.us/gov_officials.php



Memorandum

To: Bart Olson, City Administrator
From: Brad Sanderson, EEI
CC: Eric Dhuse, Director of Public Works
Krysti Barksdale-Noble, Community Dev. Dir.
Lisa Pickering, Deputy City Clerk

Date: August 4, 2016
Subject: Stagecoach Crossing – Completion of Improvements

Bids were received, opened and tabulated for work to be done on the project at 9:00 a.m., August 4, 2016. Representatives of contractors bidding the project, the City, and our firm were in attendance. A tabulation of the bids and the engineer's estimate is attached for your information and record. The low bid was below our engineer's estimate and within the value of the funds remaining (\$54,000) to complete the improvements.

We have also attached the agreement with Midwest Bank for your information.

Therefore, we recommend the acceptance of the bid and approval of award be made to the low bidder, Jensen Excavating, LLC, 8751 E. Highpoint Road, Yorkville, IL 60560 in the amount of **\$48,650.00.**

If you have any questions or require additional information, please let us know.



Engineering Enterprises, Inc.

**BID TABULATION
STAGECOACH CROSSING COMPLETION OF IMPROVEMENTS
UNITED CITY OF YORKVILLE**

		BID TABULATION BIDS RECD 8/4/2016		JENSEN EXCAVATING, LLC. 8751 E. Highpoint Rd. Yorkville, IL 60560		PERFORMANCE CONST. & ENG. 1000 Independence Blvd. Yorkville, IL 60560		CONLEY EXCAVATING, INC. 1555 Gramercy Place Morris, IL 60450		ENGINEER'S ESTIMATE 52 Wheeler Road Sugar Grove, IL 60554	
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	MISCELLANEOUS ADDITIONS TO THE PROJECT AT THE CITY'S DISCRETION	UNIT	5,000	\$ 1.00	\$ 5,000.00	\$ 1.00	\$ 5,000.00	\$ 1.00	\$ 5,000.00	\$ 1.00	\$ 5,000.00
2	MISCELLANEOUS REMOVALS	LS	1	3,500.00	\$ 3,500.00	4,875.00	\$ 4,875.00	5,000.00	\$ 5,000.00	2,000.00	\$ 2,000.00
3	DETECTABLE WARNINGS	SF	20	30.00	\$ 600.00	30.00	\$ 600.00	42.00	\$ 840.00	100.00	\$ 2,000.00
4	PORTLAND CEMENT CONCRETE SIDEWALK, 5 INCH	SF	150	28.00	\$ 4,200.00	10.00	\$ 1,500.00	10.00	\$ 1,500.00	12.00	\$ 1,800.00
5	LID REPLACEMENT - SANITARY	EACH	8	200.00	\$ 1,600.00	200.00	\$ 1,600.00	250.00	\$ 2,000.00	300.00	\$ 2,400.00
6	BENCH REPAIR - SANITARY	EACH	2	150.00	\$ 300.00	500.00	\$ 1,000.00	1,200.00	\$ 2,400.00	100.00	\$ 200.00
7	PIPE GROUTING - SANITARY	EACH	3	150.00	\$ 450.00	250.00	\$ 750.00	250.00	\$ 750.00	150.00	\$ 450.00
8	STEP INSTALLATION - SANITARY	EACH	1	25.00	\$ 25.00	300.00	\$ 300.00	150.00	\$ 150.00	100.00	\$ 100.00
9	ADJUST STRUCTURE TO GRADE - SANITARY	EACH	1	250.00	\$ 250.00	800.00	\$ 800.00	800.00	\$ 800.00	250.00	\$ 250.00
10	VACUUM TESTING - SANITARY	EACH	1	550.00	\$ 550.00	300.00	\$ 300.00	1,500.00	\$ 1,500.00	500.00	\$ 500.00
11	FRAME REPLACEMENT - SANITARY	EACH	1	500.00	\$ 500.00	500.00	\$ 500.00	1,700.00	\$ 1,700.00	250.00	\$ 250.00
12	STRUCTURE CLEANING - SANITARY	EACH	2	250.00	\$ 500.00	300.00	\$ 600.00	500.00	\$ 1,000.00	300.00	\$ 600.00
13	PAINT FIRE HYDRANTS	EACH	4	200.00	\$ 800.00	200.00	\$ 800.00	500.00	\$ 2,000.00	250.00	\$ 1,000.00
14	LID REPLACEMENT - WATER	EACH	6	200.00	\$ 1,200.00	150.00	\$ 900.00	250.00	\$ 1,500.00	400.00	\$ 2,400.00
15	PIPE GROUTING - WATER	EACH	1	150.00	\$ 150.00	300.00	\$ 300.00	250.00	\$ 250.00	100.00	\$ 100.00
16	ADJUST STRUCTURE TO GRADE - WATER	EACH	3	250.00	\$ 750.00	500.00	\$ 1,500.00	400.00	\$ 1,200.00	250.00	\$ 750.00
17	RESET FRAME AND ADJUSTING RINGS - WATER	EACH	1	200.00	\$ 200.00	250.00	\$ 250.00	500.00	\$ 500.00	300.00	\$ 300.00
18	ADJUST AUXILIARY VALVE TO GRADE - WATER	EACH	2	100.00	\$ 200.00	150.00	\$ 300.00	250.00	\$ 500.00	200.00	\$ 400.00
19	CLEAN STRUCTURE - STORM	EACH	46	200.00	\$ 9,200.00	200.00	\$ 9,200.00	300.00	\$ 13,800.00	250.00	\$ 11,500.00
20	LID REPLACEMENT - STORM	EACH	5	200.00	\$ 1,000.00	150.00	\$ 750.00	250.00	\$ 1,250.00	400.00	\$ 2,000.00
21	INSTALL, REINSTALL OR REPAIR FILLETS IN STRUCTURE - STORM	EACH	25	125.00	\$ 3,125.00	75.00	\$ 1,875.00	800.00	\$ 20,000.00	150.00	\$ 3,750.00



Engineering Enterprises, Inc.

**BID TABULATION
STAGECOACH CROSSING COMPLETION OF IMPROVEMENTS
UNITED CITY OF YORKVILLE**

		BID TABULATION BIDS RECD 8/4/2016		JENSEN EXCAVATING, LLC. 8751 E. Highpoint Rd. Yorkville, IL 60560		PERFORMANCE CONST. & ENG. 1000 Independence Blvd. Yorkville, IL 60560		CONLEY EXCAVATING, INC. 1555 Gramercy Place Morris, IL 60450		ENGINEER'S ESTIMATE 52 Wheeler Road Sugar Grove, IL 60554	
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
22	INSTALL BENCH - STORM	EACH	28	250.00	\$ 7,000.00	1,300.00	\$ 36,400.00	500.00	\$ 14,000.00	300.00	\$ 8,400.00
23	STEP INSTALLATION - STORM	EACH	3	25.00	\$ 75.00	200.00	\$ 600.00	150.00	\$ 450.00	100.00	\$ 300.00
24	PIPE GROUTING - STORM	EACH	3	125.00	\$ 375.00	300.00	\$ 900.00	250.00	\$ 750.00	100.00	\$ 300.00
25	RESET FRAME AND ADJUSTING RINGS - STORM	EACH	2	200.00	\$ 400.00	800.00	\$ 1,600.00	500.00	\$ 1,000.00	300.00	\$ 600.00
26	FRAME REPLACEMENT - STORM	EACH	2	500.00	\$ 1,000.00	400.00	\$ 800.00	300.00	\$ 600.00	400.00	\$ 800.00
27	ADJUST STRUCTURE TO GRADE - STORM	EACH	1	300.00	\$ 300.00	1,000.00	\$ 1,000.00	400.00	\$ 400.00	200.00	\$ 200.00
28	RIP RAP	SY	100	54.00	\$ 5,400.00	20.00	\$ 2,000.00	65.00	\$ 6,500.00	67.00	\$ 6,700.00
TOTAL (Items 1 - 28)					48,650.00		77,000.00		87,340.00		55,050.00

% BELOW/ABOVE ENGINEER'S ESTIMATE

-11.6%

39.9%

58.7%

LAW OFFICE
KATHLEEN FIELD ORR & ASSOCIATES
53 WEST JACKSON BLVD.
SUITE 964
CHICAGO, ILLINOIS 60604
(312)382-2113
(312)382-2127 facsimile

KATHLEEN FIELD ORR
kfo@kfoassoc.com

June 14, 2016

Mary Brown, Vice President
First Midwest Bank
One Pierce Place
Suite 1500
Itasca, Illinois 60143

Re: Saravanos Properties, LLC

Dear Ms. Brown:

Please be advised I am the City Attorney of the United City of Yorkville. As we have discussed in our recent telephone conversations, the City currently holds two letters of credit: letter of credit ("LOC") LOC #150017273-202 in the amount of \$193,573.88; and, LOC #150017273-201 in the amount of \$26,039.10.

The City is prepared to release LOC 150017273-201 which expired April 27, 2016 and is prepared to reduce LOC 150017273-202 from \$193,573.88 to \$65,000 upon confirmation of the following:

- (i) The reduced letter of credit (150017273-202) shall be used to pay for all work required to complete the approved plans and specifications for the Stagecoach Subdivision performed by the City's engineers. All of the work required to complete the approved plans and specifications is set forth in the attached Contractor's Statement (the "Approved Work"). All request for payment(s) of the Approved Work shall include (a) copy of all invoices, (b) lien waivers from contracts, subcontractors and material suppliers for all Approved Work completed and (c) a letter from the City engineer that the completed Approved Work has been approved by the City. Request for draws on the LOC shall be submitted no more frequently than at thirty (30) day intervals. All draws from the LOC shall be payable to the City who shall be responsible to pay all invoices when due.

- (ii) The reduced letter of credit shall also be used to reimburse the City for all fees for legal services required to resolve this matter which are estimated to be less than \$2,000 upon submission of invoices.
- (iii) Upon completion of the Approved Work the City shall (a) release the remaining balance of the LOC, if any, to First Midwest Bank, (b) cause the City Council, by Resolution, to accept all public improvements in the Stagecoach Crossings Subdivision that have not been previously accepted by the City and (c) cause the City Council, by Resolution, to waive all maintenance bond requirements.

Please confirm your acceptance of the foregoing so that the City can issue its direction regarding the release of LOC 150017273-201 and the reduction of LOC 15001273-202.

Thank you for your assistance and cooperation in this matter.

Very truly yours,

KATHLEEN FIELD ORR & ASSOCIATES


KATHLEEN FIELD ORR

KFO/kms

Agreed to:

First Midwest Bank

By: 

Name: Mary Brown

Title: Vice President

Date: _____

Contractor's Statement

	Contractor	Type of Work	Engineer's Estimates	Contract Amount	Amount Previously Paid to Date	Amount of Current Request	Balance Due
1		Debris Removal	2,000.00				
2		Replace ADA Ramps	2,000.00				
3		Investigate/Repair Sinkhole	3,000.00				
4		Manhole Lid Replacement - Sanitary	3,200.00				
5		Bench Repair - Sanitary	200.00				
6		Pipe Grouting - Sanitary	450.00				
7		Structure Adjustment to Grade - Sanitary	300.00				
8		Manhole Vacuum Testing	500.00				
9		Frame Replacement - Sanitary	750.00				
10		Structure Cleaning - Sanitary	500.00				
11		Re-paint Fire Hydrants	1,000.00				
12		Manhole Lid Replacement - Water	2,400.00				
13		Pipe Grouting - Water	150.00				
14		Structure Adjustment to Grade - Water	500.00				
15		Locate/Adjust Structure to Grade - Water	750.00				
16		Frame Re-Centered - Water	200.00				
17		Locate/Adjust Auxiliary Valve Box to Grade	600.00				
18		Structure Cleaning - Storm	4,000.00				
19		Manhole Lid Replacement - Storm	2,000.00				
20		Install, Reinstall, or Repair Fillets in Structure - Storm	1,875.00				
21		Bench Repair - Storm	2,800.00				
22		Riprap	3,150.00				
23		Grout Lift Holes	400.00				
24		Install Additional Manhole Steps	800.00				
25		Filter Fabric Removal for Inspection	300.00				
26		Pipe Grouting - Storm	450.00				
27		Adjustment Rings Replaced - Storm	1,000.00				
28		Lift Hook Removal - Storm	300.00				
29		Frame Replacement - Storm	1,500.00				
30		Structure Adjustment to Grade - Storm	300.00				
31		Silt Fence Removal	200.00				
32		Tree/Landscaping Removal	5,000.00				
33		Prepare Record Drawings	2,500.00				
34		City Engineer & Management Fee	9,000.00				
Total			54,075.00				
120% of Estimate			64,890.00				



Reviewed By:	
Legal	<input type="checkbox"/>
Finance	<input type="checkbox"/>
Engineer	<input checked="" type="checkbox"/>
City Administrator	<input type="checkbox"/>
Human Resources	<input type="checkbox"/>
Community Development	<input type="checkbox"/>
Police	<input type="checkbox"/>
Public Works	<input type="checkbox"/>

Agenda Item Number

NB #2

Tracking Number

PW 2016-54

Agenda Item Summary Memo

Title: Wrigley – Grant of Easement

Meeting and Date: Public Works Committee – August 16, 2016

Synopsis: Consideration of Easement Acceptance

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: _____

Council Action Requested: Consideration of Acceptance

Submitted by: Brad Sanderson Engineering
Name Department

Agenda Item Notes:



Memorandum

To: Bart Olson, City Administrator
From: Brad Sanderson, EEI
CC: Eric Dhuse, Director of Public Works
Kathy Field-Orr, City Attorney
Lisa Pickering, Deputy City Clerk
Date: August 16, 2016
Subject: Wrigley – Grant of Easement

Attached find a copy of a proposed grant of easement for traffic signal detector loop installation and maintenance at the intersection of Rt 47 and Wrigley. This is for the property on the western leg of the intersection.

The detector loops will be constructed as part of the proposed EDP improvements.

We recommend accepting the proposed easement.

KINNALLY FLAHERTY
KRENTZ LORAN HODGE & MASUR PC

ATTORNEYS AT LAW

July 21, 2016

Attorney Kathleen Field Orr
Kathleen Field Orr & Associates
53 West Jackson Boulevard
Suite 964
Chicago, Illinois 60604

Re: Corn Holdings, LLC and City of Yorkville
Traffic Detector Loop Easement

Dear Ms. Orr:

After reviewing your proposed easement agreement and depiction of placement of same, we approve the documents and agree to move forward. Please advise when this has been finalized by the Village of Yorkville, so that we may have it properly executed by the parties. Should you have any questions, do not hesitate to call.

Sincerely yours,

KINNALLY, FLAHERTY, KRENTZ,
LORAN, HODGE & MASUR, P.C.,


Patrick M. Kinnally
Pkinnally@kfkllaw.com

PMK/nb

cc: Mr. W. Gerard Gosselin

PATRICK M. KINNALLY | PATRICK M. FLAHERTY | PAUL G. KRENTZ | JOSEPH C. LORAN | GERALD K. HODGE | MARK MASUR

KRISTIN A. HOFFMAN | WILLIAM C. MURPHY, OF COUNSEL

2114 DEERPATH ROAD AURORA, ILLINOIS 60506 | P: 630 907 0909 | F: 630 907 0913 | WWW.KFKLLAW.COM

**EASEMENT AGREEMENT
GRANTING AN EASEMENT
TO THE UNITED CITY OF
YORKVILLE, ILLINOIS
FOR A TRAFFIC DETECTOR
LOOP**

This Easement Agreement (the "Agreement") is made and entered into this 26th day of July, 2016 by and between the United City of Yorkville, an Illinois municipal corporation, 800 Game Farm Road, Yorkville, Illinois 60560 (hereinafter referred to as the "City") and Corn Holdings, L.L.C., an Illinois limited liability company, (hereinafter referred to as "Grantor").

WITNESSETH

WHEREAS, Grantor is the owner of property a portion of which is legally described as:

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 16, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF A PARCEL OF LAND DESCRIBED IN DOC. 200500017770; THENCE NORTH 07 DEGREES 55 MINUTES 11 SECONDS WEST ALONG THE WESTERLY LINE OF IL STATE ROUTE 47 AS DEPICTED ON A RIGHT OF WAY PLAT RECORDED AS DOCUMENT 907261, 13,50 FEET FOR THE POINT OF BEGINNING; THENCE NORTH 07 DEGREES 55 MINUTES 11 SECONDS WEST ALONG SAID WESTERLY LINE OF IL STATE ROUTE 47, 61.00 FEET; THENCE SOUTH 82 DEGREES 04 MINUTES 49 SECONDS WEST, 61.00 FEET; THENCE SOUTH 07 DEGREES 55 MINUTES 11 SECONDS EAST, 61.00 FEET; THENCE NORTH 82 DEGREES 04 MINUTES 49 SECONDS EAST, 61.00 FEET; TO THE POINT OF BEGINNING, ALL IN THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS.

SAID PARCEL CONTAINS 3,721 SQUARE FEET.

PIN: part of 02-16-300-007

Commonly known as: _____ Illinois Route 47, Yorkville, Illinois 60560; and,

WHEREAS, the City has requested that the Grantor grant to it an easement to construct and maintain a traffic detection loop on the above described property to detect vehicles exiting said property to enter the intersection with Illinois Route 47 that is controlled by traffic control lights; and,

WHEREAS, the Grantor agrees to grant the City an easement for the foregoing purposes subject to the terms and conditions hereinafter set forth.

NOW, THEREFORE, IN CONSIDERATION of the foregoing and the sum of \$10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor and City agree as follows:

1. That the statements and representations set forth in the preambles above are incorporated into and made a part of this Agreement as though fully set forth.
2. Grantor hereby grants and conveys to the City a perpetual nonexclusive easement to construct, install, reconstruct, repair, remove, replace and inspect facilities for a traffic signal detector loop in, upon, over, across and through the property as shown and legally described on Exhibit A dated ____ 2016, prepared by Engineering Enterprises, Inc. of Sugar Grove, Illinois, attached hereto and made a part hereof (the "Easement Premises"), together with the right of access by the City and its officers, employees, agents and contractors for such uses and purposes.
3. Grantor warrants that it has complete authority, direction, power, and title to execute this Grant of Easement for the uses and purposes herein set forth.
4. The City agrees that it will save and shall hold Grantor harmless from all damages, costs, or liabilities suffered because of injury to or death of any person or persons or damage to property, that may arise out of or as a consequence of the negligence of the City or its authorized officers, agents, or employees in working within the Easement Premises. As a prerequisite to any recovery therefore from the City, Grantor shall give written notice to the City within 30 days of any such claim or the commencement of any such action, suit or notice thereof it receives.
5. In the event that the City, or its officers, employees, agents or contractors, damages any property owned by Grantor adjacent to the Easement Premises during any construction, reconstruction, repair, inspection, or maintenance of the traffic signal detector loop, the City shall, at its sole expense, restore said damaged property to the condition that it existed in prior to the commencement of said activity by the City.
6. Grantor reserves the right to use the Easement Premises for any lawful purposes which will not interfere, obstruct, or be inconsistent with the City's use of the Easement Premises.
8. All rights and obligations of the Grantor and the City respectively, hereunder, shall inure to the benefit of and be binding upon their respective successors and assigns and all terms and conditions herein shall run with the property.

IN WITNESS WHEREOF, the Grantor and City have caused this Grant of Easement to be executed by their duly authorized officers effective the date and year hereinabove stated.

CORN HOLDINGS, L.L.C.
GRANTOR:

Title: _____

Title: _____

STATE OF ILLINOIS)
) SS
County of _____)

I, _____, a Notary Public in and for said County and State, do hereby certify that _____ personally known to me to be the same persons whose name is subscribed to the foregoing instrument as _____ the Grantor, appeared before me this day in person and, being duly sworn, acknowledged that _____ signed, sealed and delivered the said instrument as _____ free and voluntary act, for the uses and purposes therein set forth, and that _____ was duly authorized to execute the said instrument.

Given under my hand and seal, this _____ day of _____, 2016.

Notary Public

My Commission expires: _____

UNITED CITY OF YORKVILLE:

Mayor

Attest:

City Clerk

STATE OF ILLINOIS)
) SS
County of Kendall)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that: Gary J. Golinski, personally known to me to be the Mayor of the United City of

Yorkville, and, Beth Warren, personally known to me to be the City Clerk of said City, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Mayor and City Clerk, they signed and delivered the said instrument and caused the corporate seal of said municipal corporation to be affixed thereto, pursuant to authority given by the City Council of said municipal corporation, as their free and voluntary act, and as the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein set forth.

Given under my hand and official seal, this _____ day of _____, 2016.

Notary Public

My Commission expires: _____

This document prepared by:

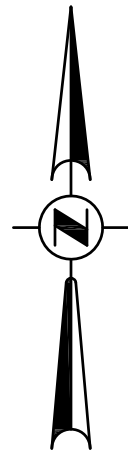
Kathleen Field Orr
City Attorney
Kathleen Field Orr & Associates
53 W. Jackson Blvd. Suite 964
Chicago, IL 60604

After recording mail to:

Beth Warren
City Clerk
800 Game Farm Road
Yorkville, IL 60560

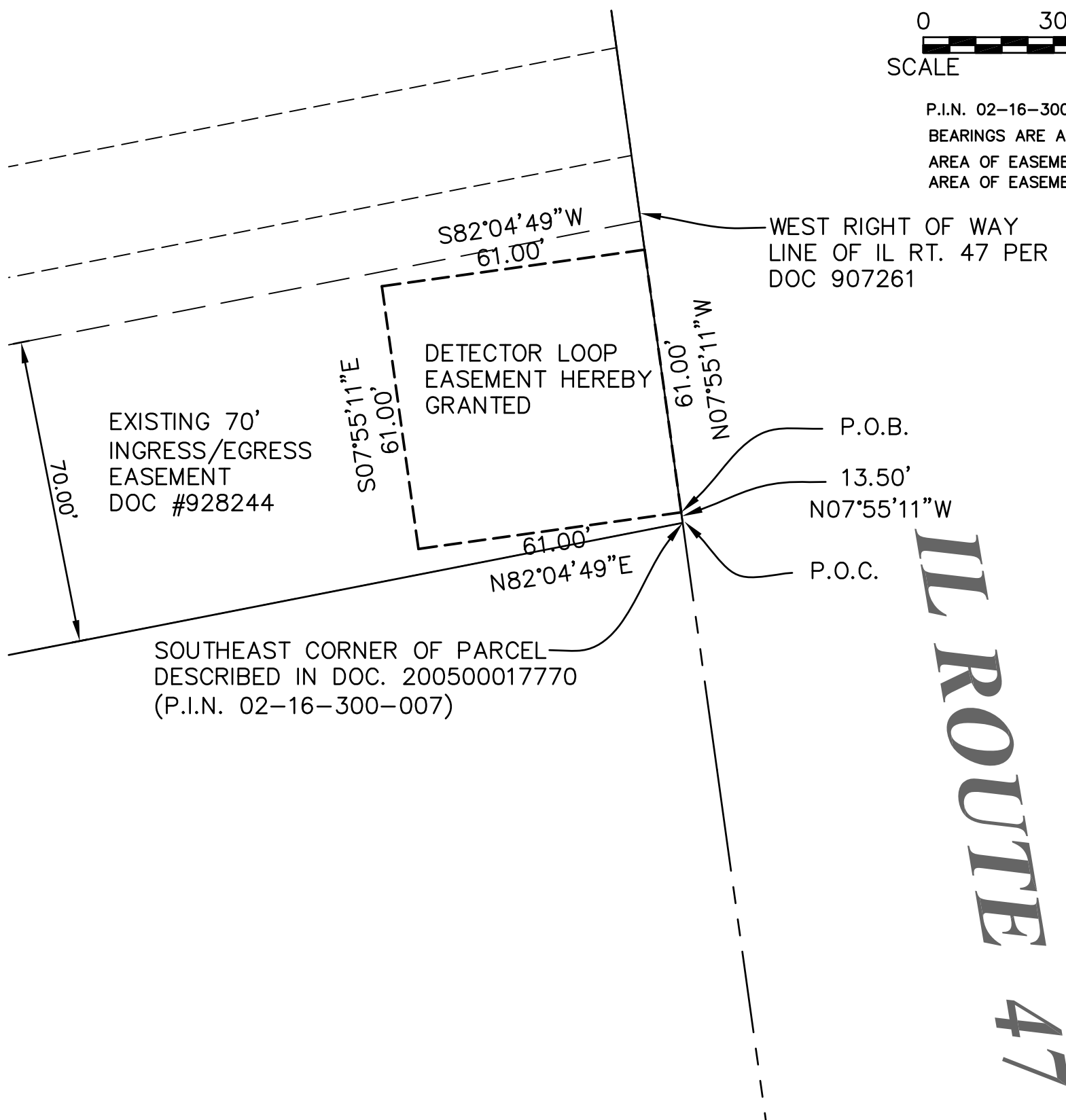
EXHIBIT A

GRANT OF EASEMENT



0 30 60
SCALE FEET

P.I.N. 02-16-300-007
BEARINGS ARE ASSUMED
AREA OF EASEMENT = 3721 SF
AREA OF EASEMENT = 0.085 Acres



LEGAL DESCRIPTION

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 16, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF A PARCEL OF LAND DESCRIBED IN DOC. 200500017770; THENCE NORTH 07 DEGREES 55 MINUTES 11 SECONDS WEST ALONG THE WESTERLY LINE OF IL STATE ROUTE 47 AS DEPICTED ON A RIGHT OF WAY PLAT RECORDED AS DOCUMENT 907261, 13.50 FEET FOR THE POINT OF BEGINNING; THENCE NORTH 07 DEGREES 55 MINUTES 11 SECONDS WEST ALONG SAID WESTERLY LINE OF IL STATE ROUTE 47, 61.00 FEET; THENCE SOUTH 82 DEGREES 04 MINUTES 49 SECONDS WEST, 61.00 FEET; THENCE SOUTH 07 DEGREES 55 MINUTES 11 SECONDS EAST, 61.00 FEET; THENCE NORTH 82 DEGREES 04 MINUTES 49 SECONDS EAST, 61.00 FEET TO THE POINT OF BEGINNING. ALL IN THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS.



Engineering Enterprises, Inc.

CONSULTING ENGINEERS

52 Wheeler Road
Sugar Grove, Illinois 60554
630.466.6700 / www.eeiweb.com

PROJECT NO: Y01416
FILE NO: Y01416-EASEMENT-02



Reviewed By:	
Legal	<input type="checkbox"/>
Finance	<input type="checkbox"/>
Engineer	<input checked="" type="checkbox"/>
City Administrator	<input type="checkbox"/>
Human Resources	<input type="checkbox"/>
Community Development	<input type="checkbox"/>
Police	<input type="checkbox"/>
Public Works	<input type="checkbox"/>

Agenda Item Number

NB #3

Tracking Number

PW 2016-55

Agenda Item Summary Memo

Title: Wrigley Site Expansion – HR Green Amendment and EDP Agreement Amendment

Meeting and Date: Public Works Committee – August 16, 2016

Synopsis: Consideration of Approval

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: _____

Council Action Requested: Consideration of Approval

Submitted by: Brad Sanderson Engineering
Name Department

Agenda Item Notes:

Have a question or comment about this agenda item?
Call us Monday-Friday, 8:00am to 4:30pm at 630-553-4350, email us at agendas@yorkville.il.us, post at www.facebook.com/CityofYorkville,
tweet us at @CityofYorkville, and/or contact any of your elected officials at http://www.yorkville.il.us/gov_officials.php



Memorandum

To: Bart Olson, City Administrator
From: Brad Sanderson, EEI
CC: Eric Dhuse, Director of Public Works
Krysti Barksdale-Noble, Community Dev. Dir.
Lisa Pickering, Deputy City Clerk
Date: August 4, 2016
Subject: Wrigley Site Expansion – EDP (Intersection Improvements)

HR Green has approached the City regarding an amendment to their design engineering agreement. They have drafted the attached supplement and supporting information.

Within the EDP grant, there are sufficient funds to cover this amendment. IDOT has completed a preliminary review of the amendment and has drafted a new EDP agreement to reflect the proposed funding changes. The new EDP agreement is attached.

Staff is recommending approval of the HR Green design engineering amendment and the new EDP agreement.

Municipality United City of Yorkville	L O C A L A G E N C Y	 Illinois Department of Transportation Supplement Design Engineering Agreement For Motor Fuel Tax Funds	C O N S U L T A N T	Name HR Green, Inc.
Township Bristol				Address 651 Prairie Pointe Drive. Suite ,201
County Kendall Countv				City Yorkville
Section 14-00046-00-TL				State Illinois

THIS AGREEMENT is made and entered into this 23rd day of August, 2016 between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION. Motor Fuel Tax Funds, allotted to the LA by the State of Illinois under the general supervision of the State Department of Transportation, hereinafter called the "DEPARTMENT", will be used entirely or in part to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

Section Description

Name IL Route 47 (Bridge Street) at Wrigley Access Drive Intersection

Route FAP 326 Length 0.28 Mi. 1491.00 FT (Structure No.)

Termini Intersection of RT 47 and Manufacturing Access Drives

Description:

Project consists of roadway milling, paving and striping improvements for the inclusion of a signalized intersection at the existing manufacturing access drives.

Agreement Provisions

The Engineer Agrees,

1. To perform or be responsible for the performance of the following engineering services for the LA, in connection with the proposed improvements herein before described, and checked below:
 - a. ☐ Make such detailed surveys as are necessary for the preparation of detailed roadway plans
 - b. ☐ Make stream and flood plain hydraulic surveys and gather high water data, and flood histories for the preparation of detailed bridge plans.
 - c. ☐ Make or cause to be made such soil surveys or subsurface investigations including borings and soil profiles and analyses thereof as may be required to furnish sufficient data for the design of the proposed improvement. Such investigations are to be made in accordance with the current requirements of the DEPARTMENT.
 - d. ☐ Make or cause to be made such traffic studies and counts and special intersection studies as may be required to furnish sufficient data for the design of the proposed improvement.
 - e. ☐ Prepare Army Corps of Engineers Permit, Department of Natural Resources-Office of Water Resources Permit, Bridge waterway sketch, and/or Channel Change sketch, Utility plan and locations, and Railroad Crossing work agreements.
 - f. ☐ Prepare Preliminary Bridge design and Hydraulic Report, (including economic analysis of bridge or culvert types) and high water effects on roadway overflows and bridge approaches.
 - g. ☒ Make complete general and detailed plans, special provisions, proposals and estimates of cost and furnish the LA with five (5) copies of the plans, special provisions, proposals and estimates. Additional copies of any or all documents, if required, shall be furnished to the LA by the ENGINEER at his actual cost for reproduction.
 - h. ☐ Furnish the LA with survey and drafts in quadruplicate of all necessary right-of-way dedications, construction easement and borrow pit and channel change agreements including prints of the corresponding plats and staking as required.

Note: Four copies to be submitted to the Regional Engineer

- i. ☒ Assist the LA in the tabulation and interpretation of the contractors' proposals
 - j. ☐ Prepare the necessary environmental documents in accordance with the procedures adopted by the DEPARTMENT's Bureau of Local Roads & Streets.
 - k. ☐ Prepare the Project Development Report when required by the DEPARTMENT.
- (2) That all reports, plans, plats and special provisions to be furnished by the ENGINEER pursuant to the AGREEMENT, will be in accordance with current standard specifications and policies of the DEPARTMENT. It is being understood that all such reports, plats, plans and drafts shall, before being finally accepted, be subject to approval by the LA and the DEPARTMENT.
- (3) To attend conferences at any reasonable time when requested to do so by representatives of the LA or the Department.
- (4) In the event plans or surveys are found to be in error during construction of the SECTION and revisions of the plans or survey corrections are necessary, the ENGINEER agrees that he will perform such work without expense to the LA, even though final payment has been received by him. He shall give immediate attention to these changes so there will be a minimum delay to the Contractor.
- (5) That basic survey notes and sketches, charts, computations and other data prepared or obtained by the Engineer pursuant to this AGREEMENT will be made available, upon request, to the LA or the DEPARTMENT without cost and without restriction or limitations as to their use.
- (6) That all plans and other documents furnished by the ENGINEER pursuant to this AGREEMENT will be endorsed by him and will show his professional seal where such is required by law.

The LA Agrees,

1. To pay the ENGINEER as compensation for all services performed as stipulated in paragraphs 1a, 1g, 1i, 2, 3, 5 and 6 in accordance with one of the following methods indicated by a check mark:
- a. ☐ A sum of money equal to _____ percent of the awarded contract cost of the proposed improvement as approved by the DEPARTMENT.
 - b. ☒ A Lump Sum
the DEPARTMENT based on the following schedule:

Lump Sum	
\$16,550.00	(see note)
_____	%
_____	%
_____	%
_____	%
_____	%

Note: Not necessarily a percentage. Could use per diem, cost-plus or lump sum.

2. To pay for services stipulated in paragraphs 1b, 1c, 1d, 1e, 1f, 1h, 1j & 1k of the ENGINEER AGREES at actual cost of performing such work plus _____ percent to cover profit, overhead and readiness to serve - "actual cost" being defined as material cost plus payrolls, insurance, social security and retirement deductions. Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost. Subject to the approval of the LA, the ENGINEER may sublet all or part of the services provided under the paragraph 1b, 1c, 1d, 1e, 1f, 1h, 1j & 1k. If the ENGINEER sublets all or part of this work, the LA will pay the cost to the ENGINEER plus a five (5) percent service charge.

"Cost to Engineer" to be verified by furnishing the LA and the DEPARTMENT copies of invoices from the party doing the work. The classifications of the employees used in the work should be consistent with the employee classifications for the services performed. If the personnel of the firm, including the Principal Engineer, perform routine services that should normally be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the work performed.

3. That payments due the ENGINEER for services rendered in accordance with this AGREEMENT will be made as soon as practicable after the services have been performed in accordance with the following schedule:
 - a. Upon completion of detailed plans, special provisions, proposals and estimate of cost - being the work required by paragraphs 1a through 1g under THE ENGINEER AGREES - to the satisfaction of the LA and their approval by the DEPARTMENT, 90 percent of the total fee due under this AGREEMENT based on the approved estimate of cost.
 - b. Upon award of the contract for the improvement by the LA and its approval by the DEPARTMENT, 100 percent of the total fee due under the AGREEMENT based on the awarded contract cost, less any amounts paid under "a" above.

By Mutual agreement, partial payments, not to exceed 90 percent of the amount earned, may be made from time to time as the work progresses.

4. That, should the improvement be abandoned at any time after the ENGINEER has performed any part of the services provided for in paragraphs 1a, through 1h and prior to the completion of such services, the LA shall reimburse the ENGINEER for his actual costs plus _____ percent incurred up to the time he is notified in writing of such abandonment - "actual cost" being defined as in paragraph 2 of THE LA AGREES.
5. That, should the LA require changes in any of the detailed plans, specifications or estimates except for those required pursuant to paragraph 4 of THE ENGINEER AGREES, after they have been approved by the DEPARTMENT, the LA will pay the ENGINEER for such changes on the basis of actual cost plus _____ percent to cover profit, overhead and readiness to serve - "actual cost" being defined as in paragraph 2 of THE LA AGREES. It is understood that "changes" as used in this paragraph shall in no way relieve the ENGINEER of his responsibility to prepare a complete and adequate set of plans and specifications.

It is Mutually Agreed,

1. That any difference between the ENGINEER and the LA concerning their interpretation of the provisions of this Agreement shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER, one member appointed by the LA and a third member appointed by the two other members for disposition and that the committee's decision shall be final.
2. This AGREEMENT may be terminated by the LA upon giving notice in writing to the ENGINEER at his last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LA all surveys, permits, agreements, preliminary bridge design & hydraulic report, drawings, specifications, partial and completed estimates and data, if any from traffic studies and soil survey and subsurface investigations with the understanding that all such material becomes the property of the LA. The ENGINEER shall be paid for any services completed and any services partially completed in accordance with Section 4 of THE LA AGREES.
3. That if the contract for construction has not been awarded one year after the acceptance of the plans by the LA and their approval by the DEPARTMENT, the LA will pay the ENGINEER the balance of the engineering fee due to make 100 percent of the total fees due under this AGREEMENT, based on the estimate of cost as prepared by the ENGINEER and approved by the LA and the DEPARTMENT.
4. That the ENGINEER warrants that he/she has not employed or retained any company or person, other than a bona fide employee working solely for the ENGINEER, to solicit or secure this contract, and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the ENGINEER, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this contract. For Breach or violation of this warranty the LA shall have the right to annul this contract without liability.

IN WITNESS WHEREOF, the parties have caused the AGREEMENT to be executed in quadruplicate counterparts, each of which shall be considered as an original by their duly authorized officers.

Executed by the LA:

United City of Yorkville of the
(Municipality/Township/County)

ATTEST:

State of Illinois, acting by and through its

By _____


City Clerk
(Seal)

By _____
Title Mayor

Executed by the ENGINEER:

HR Green, Inc.
651 Prairie Pointe Dr., Suite 201
630-708-5002

ATTEST:

By 
Title Project Manager

By David Schultz
Title Project Manager

<p style="text-align: center;">Approved</p> <p style="text-align: center;">_____ Date</p> <p style="text-align: center;">Department of Transportation</p> <p style="text-align: center;">_____ Regional Engineer</p>



HR GREEN, INC.
PROFESSIONAL SERVICES AGREEMENT AMENDMENT NO. 1 – REV.

THIS AMENDMENT, made this 27th day of July, 2016 by and between, United City of Yorkville the CLIENT, and HR GREEN, INC. (hereafter "COMPANY"), for professional services concerning:

Wrigley Building Expansion - Roadway and Traffic Signal Plans and Specifications

hereby amends the original Professional Services Agreement dated July 21, 2014 and last revised on November 20, 2014 as follows:

The CLIENT and COMPANY agree to amend the Scope of Services of the original Professional Services Agreement and previous amendments as follows:

- Design and Construction limits expanded from conceptual plan (2014) to final plan (2016)
 - (Length of project increased from 1,050 ft. to 1,491 ft.)
- Recurring special provision changes from 2012 Standard Special Provisions (2015 Supplemental Special Provisions) to 2016 Standard Special Provisions and Paycodes.
- Pay code items changes 2012 Standard Special Provisions to 2016 Standard Special Provisions.
- District 3 updates to 2016 (Special provisions added in and removed old).
- Revised lane widths per original IDS approval of 13' lanes to 12' lanes to meet required shoulder requirements of IDOT current policy.
- Night time paving and coordination – significant route policy identified, added to plans then took out because design exception and request from City and then IDOT ran traffic volumes. At end of day this provided savings to overall project.
- Design exception approval/coordination for 1.5" surface milling and paving, again savings to project from IDOT policy.
- Plan review comments starting in the Permit Section and then IDOT informed us that it needed to now go into Local Roads Section (additional reviews).
- Aggregate Shoulder wedge included (was excluded in assumptions in conceptual).
- Signal foundation changes (Size and Depths) per IDOT requests above and beyond geotechnical report.
- Street sign changes between city, state and Wrigley – Newest version it to be Wrigley Way.
- Signal designed per IDS then changed in between hybrid of IDS and Ultimate Design
 - Mast arm lengths and location.
- Multiple signal revisions per meeting (phasing and etc.) – Dan Devine & Public Works requests.
 - Signal head changes, wire schematics, conduit sizing upgrades, quantities
- Signal Interconnect went from fiber to wireless (due to cost and time frame with Railroad Approval)
 - Added additional intersection (Kennedy) for interconnect
- Handhole special provisions and detail changes (standard to concrete).
- Combination mast arm lighting in at conceptual/preliminary and then taking out of plans at 90% to save project costs. After bidding phase and based on overall construction costs the combination lighting is to be added back into the plans as an addendum.
- Various pavement thickness sections based on suggestions of leveling binder being added in per state then removed upon recommendation of mill and fill per local roads.
- Bid/Letting Documents were excluded from original contract.

IDOT – Economic Development Program Agreement:
Engineering Project Number: P-93-023-14 & Section 14-00046-00-TL
COMPANY Project Number: 88140093.02

The CLIENT and COMPANY agree to amend other provisions of the original Professional Services Agreement and previous amendments as follows:

N/A

In consideration for these services, the CLIENT AGREES to adjust the payment for services performed by COMPANY on the following basis:

☒ Lump Sum to be increased by Sixteen Thousand Five Hundred Fifty Dollars (\$16,550.00)

The total authorized compensation after this Amendment, including the original Professional Services Agreement and all previous Amendments, is Seventy Thousand Nine Hundred Eighty Dollars (\$ 70,980.00)

THIS AMENDMENT is subject to all provisions of the original Professional Services Agreement.


THIS AMENDMENT, together with the original Professional Services Agreement and all previous amendments represents the entire and integrated AGREEMENT between the CLIENT and COMPANY.

THIS AMENDMENT executed the day and year written above.

United City of Yorkville

HR GREEN

By: Bart Olson, City Administrator

By: 
David Schultz, PE, LEED AP

Document1

Local Agency	 Illinois Department of Transportation Economic Development Program Agreement AMENDMENT #1	Job Number - Construction
City of Yorkville		C-93-124-14
Section		Job Number - Engineering
14-00046-00-TL		P-93-023-14

This Agreement is made and entered into between the above local agency hereinafter referred to as "LA", and the State of Illinois, acting by and through its Department of Transportation, hereinafter referred to as "STATE". The STATE and LA jointly propose to improve the designated location as shown below.

Location

Local Name IL RT 47 Intersection with Manufacturing Access Drives Route FAP 326 Length 0.01 mile
Termini Intersection of RT 47 and Manufacturing Access Drive

Current Jurisdiction City of Yorkville, State of Illinois

Project Description

Project consists of roadway milling, paving and striping improvements for the inclusion of a signalized intersection at the existing stop controlled manufacturing access drives.

Division of Cost

Type of Work	EDP (1)	(%)	LA (2)	(%)	Total
Participating Construction	586,438	(100)		(BAL)	586,438
Non-Participating Construction		()		()	
Preliminary Engineering	73,980	(100)		(BAL)	73,980
Construction Engineering	46,720	(100)		(BAL)	46,720
		()		()	
		()		()	
		()		()	
TOTAL	\$707,138		\$ 0		\$707,138

Note

- 1/ The STATE will reimburse the LA for eligible construction and engineering costs of the project subject to a maximum of \$707,138.
- 2/ Any remaining balance shall be the responsibility of the LA in the event the Economic Development funds are not sufficient to cover the project costs.

The STATE will pay the LA, 95% of its share of the construction costs upon the award of the construction contract and receipt of billing from the LA. The remaining 5% will be paid to the LA upon receipt of the final invoice.

The STATE will reimburse the LA for the STATE's share of the Preliminary and Construction Engineering on the basis of periodic billings provided said billings contain sufficient cost information and include orders of payment by the LA.

The final invoice will reflect the incurred cost of the improvement, less previous payments, no later than one year from the date of completion of the improvement. If a final invoice is not received within one year of completion of the improvement the most recent invoice will be considered the final invoice and the obligation of funds will be closed.

Agreement Provisions

1. It is mutually agreed that the PROJECT will be processed, let and constructed in accordance with Motor Fuel Tax standards, policies and procedures.
2. Construction of the PROJECT will utilize domestic steel as required by Section 106.01 of the current edition of the Standard Specifications for Road and Bridge Construction.
3. The LA will certify to the STATE that all necessary right-of-way, temporary and permanent easements, and temporary use permits have been obtained or are not required, prior to the LA advertising for bids for the PROJECT.
4. The PROJECT will be let and awarded by the LA upon approval of the plans and specifications by the STATE.
5. The LA agrees to retain jurisdiction and to maintain or cause to be maintained in a manner satisfactory to the STATE, the completed PROJECT.
6. Upon approval of the final plans and specifications by the STATE and the LA, the LA agrees to accept bids and award the contract for construction of the proposed improvements after receipt of a satisfactory bid and after concurrence in the award has been received from the STATE and provide, or cause to be provided, all of the initial funding necessary to complete the project subject to partial reimbursement by the STATE.
7. This Agreement and the covenants contained herein shall be null and void in the event the initial contract covering the construction work contemplated herein is not awarded by .
8. The LA shall maintain, for a minimum of 3 years after the completion of the project, adequate books, records, and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with this Agreement. All books, records, and supporting documents related to the project shall be available for review and audit by the Auditor General and the Department. The LA agrees to cooperate fully with any audit conducted by the Auditor General and the Department and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the STATE for the recovery of any funds paid by the STATE under the contract of which adequate books, records, and supporting documentation are not available to support their purported disbursement.
9. Obligations of the STATE shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly fails to appropriate or otherwise make available funds for the work contemplated herein.
10. All projects for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of that Act exempt its application.
11. The LA has entered into an economic development agreement with herein referred to as the "COMPANY". As required by Public Act 93-552, the COMPANY agrees to annually submit to the STATE for a period of five complete calendar years from the execution of this Agreement, a progress report of employment. All annual progress reports will be completed on-line through the Department of Commerce and Economic Opportunity. The initial Employee Reporting Form should be attached as "Exhibit B". The agreement between the LA and the COMPANY delineating the reporting requirements is attached as "Exhibit C".
12. It is mutually agreed that in the event of a default by the COMPANY on their commitment to create and/or retain jobs, the STATE will seek reimbursement of the Economic Development funds provided for this PROJECT from the LA. This determination to seek reimbursement will be based on an evaluation of the information reported in the annual progress report of employment (Exhibit "B") required in item 12 of this Agreement. Failure to submit the required employment report will be considered default on the COMPANY's commitment.
13. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

EXHIBITS

Additional information and/or stipulations are hereby attached and identified below as being a part of this Agreement.

Exhibit A - Location Map

Exhibit B – Employee Reporting Form

Exhibit C - Local Agency/Company Agreement

The LA further agrees, as a condition of payment, that it accepts and will comply with the applicable provisions set forth in this Agreement and all exhibits indicated above.

APPROVED

Local Agency

APPROVED

State of Illinois
Department of Transportation

Name of Official (Print or Type Name)

Randall S. Blankenhorn, Secretary of Transportation

Date

Bv:

Title (County Board Chairperson/Mayor/Village President/etc.)

Aaron A. Weatherholt, Deputy Director of Highways

Date

(Signature)

Date

Omer Osman, Director of Highways/Chief Engineer

Date

The above signature certifies the agency's TIN number is _____
conducting business as a Governmental
Entity.

William M. Barnes, Chief Counsel

Date

NOTE: If signature is by an APPOINTED official, a resolution authorizing said appointed official to execute this agreement is required.

Jeff Heck, Chief Fiscal Officer (CFO)

Date

Local Agency City of Yorkville	Section 14-00046-00-TL
-----------------------------------	---------------------------



Reviewed By:	
Legal	<input type="checkbox"/>
Finance	<input type="checkbox"/>
Engineer	<input type="checkbox"/>
City Administrator	<input type="checkbox"/>
Human Resources	<input type="checkbox"/>
Community Development	<input type="checkbox"/>
Police	<input type="checkbox"/>
Public Works	<input checked="" type="checkbox"/>
Parks and Recreation	<input type="checkbox"/>

Agenda Item Number

NB #4

Tracking Number

PW 2016-56

Agenda Item Summary Memo

Title: Parkway Maintenance Ordinance

Meeting and Date: Public Works Committee – August 16, 2016

Synopsis: Clean up of weeds and grass ordinance

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Eric Dhuse Public Works
Name Department

Agenda Item Notes:



Memorandum

To: Public Works Committee
From: Eric Dhuse, Director of Public Works
CC: Bart Olson, Administrator
Date: August 8, 2016
Subject: parkway maintenance ordinance

Summary

Language that was in our previous weed and grass ordinance was inadvertently removed when we updated the ordinance in 2011. This amendment would reincorporate the necessary language for enforcement of property standards.

Background

The previous ordinance (1993-16) contained language regarding the maintenance of the parkway area which the new ordinance does not have. This language speaks specifically to the resident's responsibility to maintain the parkway area. This is an important point to clarify due to the fact that the parkway area is technically part of the right-of-way that is owed by the city. This will allow full enforcement of the mowing and weeds section of the current ordinance. I have attached the old ordinance for reference.

In addition to the right of way maintenance section, there were two other portions of the ordinance that were not carried over to the new ordinance. Our codifiers questioned their removal and staff concurs that they should be reincorporated into the current ordinance. Here are the paragraphs in question:

C. Notice to Abate: The city or an authorized agent shall serve upon the occupant of any premises, if any, and upon the owner thereof, notice of the nuisance violation, and where a property owner or occupant cannot be found, notice of the nuisance violation may be given by posting a sign in a conspicuous place near the main entrance of a structure or on the property, the notice shall demand abatement of the nuisance within five (5) days.

The city shall cause to be published in a newspaper of general circulation within the city limits once a week for two (2) consecutive weeks during the month of May of each year a notice informing the public that any weeds, grass, plant or vegetable matter, other than trees, bushes, flowers, vegetable gardens or other ornamental plants, which grow to a height exceeding eight inches (8") is a violation of city ordinance and the city may cut the weeds, grass, plant or vegetable if the violation is not abated within five (5) days after notice is given and the property owner shall be liable to the city for its costs.

It shall be unlawful for anyone to deface, tamper with, or remove any posted notice unless authorized by the city or an authorized agent.

D. Nuisance Abatement: The city attorney or any citizen of the city, when such a nuisance exists as set forth in this section, may maintain a complaint in the name of the city, perpetually, to enjoin all persons from maintaining or permitting such nuisance and to abate the same. In addition, the city police, officers, inspectors or employees, upon observing any violation of this section may enter upon private property and summarily abate any nuisance if the person served with notice does not abate the nuisance within five (5) days.

Recommendation

Staff and legal recommendation is to reincorporate the deleted sections into the current ordinance. A draft copy of the proposed ordinance is attached for review and comment.

I would ask that this be placed on the August 16, 2016 public works committee agenda for discussion.

Ordinance No. 2016-__

AN ORDINANCE OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS, AMENDING THE YORKVILLE CITY CODE AS IT RELATES TO WEEDS

WHEREAS, the United City of Yorkville, Kendall County, Illinois (the “City”) is a duly organized and validly existing non home-rule municipality created in accordance with the Constitution of the State of Illinois of 1970 and the laws of the State; and,

WHEREAS, pursuant to Section 11-60-2 of the Illinois Municipal Code (65 ILCS 5/1-1-1, *et seq.*) the City has the authority to define, prevent, and abate nuisances; and,

WHEREAS, pursuant to the authority conveyed by Section 11-60-2 of the Illinois Municipal Code the City enacted Section 4-1-5 of the Yorkville City Code; and

WHEREAS, the Mayor and City Council desire to amend Section 4-1-5 of the Yorkville City Code.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and City Council of the United City of Yorkville, Kendall County, Illinois, as follows:

Section 1. That Title 4, Chapter 1 of the Yorkville City Code is hereby amended by renumbering Section 4-1-5(B)(7)(d) “Height Exception; Vacant Property” as Section 4-1-5(B)(7)(e).

Section 2. That Title 4, Chapter 1 of the Yorkville City Code is hereby further amended by adding Section 4-1-5(B)(7)(d):

d. Parkways. The owners of property abutting any public streets, alleyways, roads, or other rights of way shall maintain the area between the edge of the pavement or curb and their property line, commonly known as the parkway, in a neat, clean and orderly condition and shall not allow the growth of weeds on said parkways in violation of this Section.

Section 3. That Title 4, Chapter 1 of the Yorkville City Code is hereby amended by adding the following Sections 4-1-5(E), (F), (G), and (H):

E. Notice to Abate: The City or an authorized agent shall serve upon the occupant of any premises, if any, and upon the owner thereof, notice of the nuisance violation, and where a property owner or occupant cannot be found, notice of the nuisance violation may be given by posting a sign in a conspicuous place near the main entrance of a structure or on the property, the notice shall demand abatement of the nuisance within five (5) days.

F. Publication of Maximum Height: The City shall cause to be published in a newspaper of general circulation within the City limits once a week for two (2) consecutive weeks during the month of May of each year a notice informing the public that any weeds, grass, plant or vegetable matter, other than trees, bushes, flowers, vegetable gardens or other ornamental plants, which grow to a height exceeding eight inches (8") is a violation of City ordinance and the City may cut the weeds, grass, plant or vegetable if the violation is not abated within five (5) days after notice is given and the property owner shall be liable to the City for its costs.

G. Posted Notices: It shall be unlawful for anyone to deface, tamper with, or remove any posted notice unless authorized by the City or an authorized agent.

H. Nuisance Abatement: The City attorney or any citizen of the City, when such a nuisance exists as set forth in this section, may maintain a complaint in the name of the City, perpetually, to enjoin all persons from maintaining or permitting such nuisance and to abate the same. In addition, the City police, officers, inspectors or employees, upon observing any violation of this section may enter upon private property and summarily abate any nuisance if the person served with notice does not abate the nuisance within five (5) days.

Section 4. This Ordinance shall be in full force and effect upon its passage, approval, and publication as provided by law.

Passed by the City Council of the United City of Yorkville, Kendall County, Illinois this _____ day of _____, 2016.

CITY CLERK

CARLO COLOSIMO _____

KEN KOCH _____

JACKIE MILSCHEWSKI _____

LARRY KOT _____

CHRIS FUNKHOUSER _____

JOEL FRIEDERS _____

DIANE TEELING _____

SEAVER TARULIS _____

Approved by me, as Mayor of the United City of Yorkville, Kendall County, Illinois, this _____ day of _____, 2016.

MAYOR

Attest:

City Clerk

ORDINANCE NO. 1993-16

AN ORDINANCE OF THE UNITED CITY OF THE VILLAGE OF
YORKVILLE DECLARING CERTAIN WEEDS, ETC., A NUISANCE,
REGULATING THE HEIGHT THEREOF, AND PRESCRIBING
PENALTIES FOR FAILURE TO CONTROL

WHEREAS, certain weeds and vegetation, either due to the nature thereof or the height to which they are permitted to grow, can create a health hazard by the release of noxious odors and pollens, and due to the concealment of filthy or decaying matter, rodents and animals, and

WHEREAS, the City, in exercise of its police powers desires to eradicate such noxious weeds and control and regulate the height to which weeds and grasses can be allowed within and upon pieces or parcels of land within the City limits of the UNITED CITY OF THE VILLAGE OF YORKVILLE.

NOW THEREFORE, BE IT ORDAINED by the City Council of the UNITED CITY OF THE VILLAGE OF YORKVILLE as follows:

Section 1. Definition

That any weed defined as a noxious weed by virtue of the Laws of the State of Illinois, and any weed of like kind, or any vegetable growth which releases unpleasant or noxious odors, and any high or rank vegetable growth over the height of eight (8) inches from the surface of the ground, except as permitted in Section 2 herein, which may or does conceal filthy or decaying matter, rodents or small animals, upon any piece or parcel of land within the City limits of the UNITED CITY OF THE VILLAGE OF YORKVILLE, is hereby declared to be a nuisance.

Section 2. Height

It shall be unlawful for anyone to permit any weeds, grass, plant or vegetable matter, other than trees, bushes, flowers, vegetable gardens or other ornamental plants to grow to a height exceeding eight (8) inches anywhere within the City limits of the UNITED CITY OF THE VILLAGE OF YORKVILLE.

The owners of property abutting any public streets, roads or ways shall maintain the area between the edge of pavement or curb and their property line, commonly known as parkway, in a neat, clean and orderly condition and free of any weeds, grass or plants in excess of five (5) inches in height, other than trees, bushes, flowers or other ornamental plants.

Section 3. Removal Notice

It shall be the duty of the Superintendent of Public Works to serve or cause to be served upon the occupant of any premises, if any, and upon the owner thereof, on which weeds or plants are permitted to grow in violation of the provisions of this Ordinance, a demand that the abatement of the nuisance be made within five (5) days from service of such notice.

Section 4. Abatement

If the person so served does not abate the nuisance within five (5) days, the Superintendent of Public Works of the UNITED CITY OF THE VILLAGE OF YORKVILLE may proceed to abate such nuisance, keeping an account of expenses of the abatement, and such expenses shall be charged and paid by such occupant or owner upon whom such notice has been served within thirty (30) days of billing.

Section 5. Lien

Unpaid charges for such weed removal shall be a lien upon the premises. Whenever a bill for such charges remains unpaid for thirty (30) days after it has been rendered, the Clerk may file with the Recorder of Deeds of Kendall County, a statement of lien claim. This statement shall contain a legal description of the premises, the expenses and costs incurred and the date when the weeds were cut, and a notice that the City claims a lien for the amount of such expense.

Notice of such lien claim shall be mailed to the owner of the premises at the last known address of such owner; provided, however, that failure of the Clerk to record such lien claim or to mail such notice, or the failure of the owner to receive such notice, shall not affect the rights of the City to collect for such charges, as provided in this Section; nor shall the failure of the owner to receive such notice, affect the right of the UNITED CITY OF THE VILLAGE OF YORKVILLE to foreclose for the lien for such charges.

Section 6. Foreclosure Lien

Property subject to a lien for unpaid weed cutting charges shall be sold for nonpayment of the same, and the proceeds of such sale shall be applied to pay the charges, after deducting costs, as is the case in the foreclosure of Statutory Liens.

The City Attorney is hereby authorized and directed to institute such proceedings, in the name of the City, in any Court having competent jurisdiction over such matter, against any property for which such bill has remained unpaid thirty (30) days after it has been rendered.

Section 7. Fines

Every person, firm or corporation who violates any of the provisions hereof shall be guilty of a misdemeanor and shall be fined not less than \$25.00 nor more than \$200.00 for each and every offense, and each day they or it violates or fails to comply with the terms and provisions hereof shall constitute a separate offense.

Section 8. Severability

The invalidity of any part, section or sentence of this Ordinance shall not affect the remainder thereof.

Section 9. Effective Date

This Ordinance shall be in full force and effect from and after its due passage, approval and publication, as required by law.

PASSED this 22 of July, 1993.

Jaqueline S Allison
City Clerk

APPROVED this 22 of July, 1993.

[Signature]
Mayor



Reviewed By:	
Legal	<input type="checkbox"/>
Finance	<input type="checkbox"/>
Engineer	<input type="checkbox"/>
City Administrator	<input type="checkbox"/>
Human Resources	<input type="checkbox"/>
Community Development	<input type="checkbox"/>
Police	<input type="checkbox"/>
Public Works	<input checked="" type="checkbox"/>
Parks and Recreation	<input type="checkbox"/>

Agenda Item Number

NB #5

Tracking Number

PW 2016-57

Agenda Item Summary Memo

Title: Fox Hill Budget Amendment

Meeting and Date: Public Works Committee – August 16, 2016

Synopsis: Amendment to increase the Fox Hill SSA area budget by \$6449 to remove
dead ash trees.

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Eric Dhuse Public Works
Name Department

Agenda Item Notes:



Memorandum

To: Public Works Committee
From: Eric Dhuse, Director of Public Works
CC: Bart Olson, Administrator
Date: August 9, 2016
Subject: Fox Hill SSA budget amendment

Summary

Staff is requesting a budget amendment to increase the Fox Hill SSA budget by \$6449.00 for the removal of 28 ash trees along Diehl Farm Rd. that were planted as an entry feature for the entire subdivision.

Background

As you are well aware, the emerald ash borer has devastated our ash tree population. The ash trees in Fox Hill are no different. We have waited as long as we could to remove them, but it is now time to get them out of the right of way before they start falling over. This budget amendment does not include any replacement at this time, but we could levy for that in next fiscal year's budget and plant them in May. We can also levy for the expense of the removal to recoup the funds from the SSA area residents. This is the contractor that won the bid for the mowing and maintenance for the Fox Hill and Sunflower SSA areas and tree trimming/removal are specifically listed as items that the contractor is responsible for taking care of during the duration of the contract.

Recommendation

The attached estimate seems within reason; I would recommend proceeding with the budget amendment which will let me give the contractor the go ahead to start the proposed work.

I would ask that this be placed on the August 16, 2016 public works committee agenda for discussion.

Ordinance No. 2016-____

AN ORDINANCE AUTHORIZING THE SECOND AMENDMENT TO THE ANNUAL BUDGET OF THE UNITED CITY OF YORKVILLE, FOR THE FISCAL YEAR COMMENCING ON MAY 1, 2016 AND ENDING ON APRIL 30, 2017

WHEREAS, the United City of Yorkville (the “City”) is a duly organized and validly existing non-home rule municipality created in accordance with the Constitution of the State of Illinois of 1970 and the laws of the State; and,

WHEREAS, pursuant to 65 ILCS 5/8-2-9.4, the City adopted Ordinance No. 2016-30 on April 12, 2016 adopting an annual budget for the fiscal year commencing on May 1, 2016 and ending on April 30, 2017; and,

WHEREAS, pursuant to 65 ILCS 5/8-2-9.6, by a vote of two-thirds of the members of the corporate authorities then holding office, the annual budget of the United City of Yorkville may be revised by deleting, adding to, changing or creating sub-classes within object classes and object classes themselves. No revision of the budget shall be made increasing the budget in the event funds are not available to effectuate the purpose of the revision; and,

WHEREAS, funds are available to effectuate the purpose of this revision.

NOW THEREFORE, BE IT ORDAINED by the Mayor and City Council of the United City of Yorkville, Kendall County, Illinois, as follows:

Section 1: That the amounts shown in Schedule A, attached hereto and made a part hereof by reference, increasing and/or decreasing certain object classes and decreasing certain fund balances in the Fox Hill SSA fund with respect to the United City of Yorkville’s 2016-2017 Budget are hereby approved.

Section 2: This ordinance shall be in full force and effect from and after its passage and approval according to law.

Passed by the City Council of the United City of Yorkville, Kendall County, Illinois this
_____ day of _____, 2016.

CITY CLERK

CARLO COLOSIMO	_____	KEN KOCH	_____
JACKIE MILSCHEWSKI	_____	LARRY KOT	_____
CHRIS FUNKHOUSER	_____	JOEL FRIEDERS	_____
DIANE TEELING	_____	SEAVAR TARULIS	_____

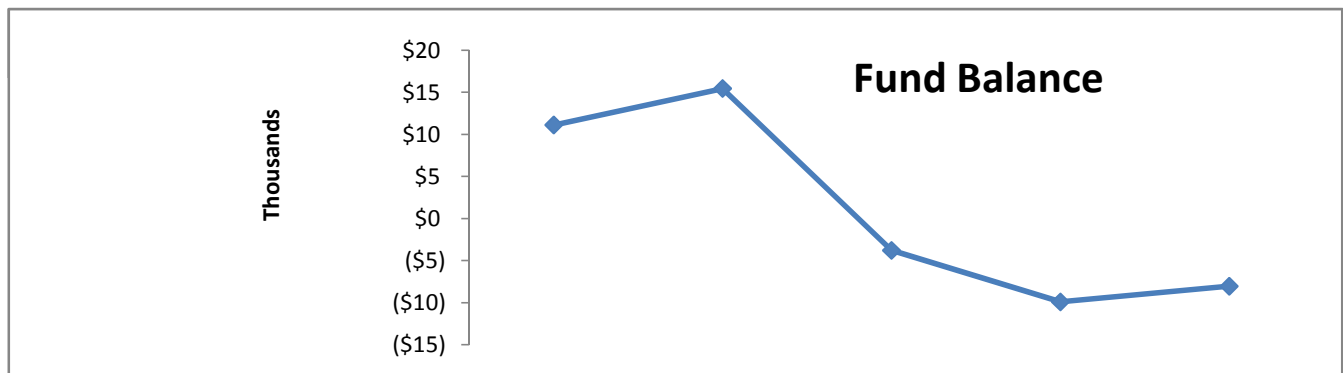
Approved by me, as Mayor of the United City of Yorkville, Kendall County, Illinois, this
_____ day of _____, 2016.

MAYOR

FOX HILL SSA FUND (11)

This fund was created for the purpose of maintaining the common areas of the Fox Hill Estates (SSA 2004-201) subdivision. Revenues for the fund are derived from property taxes levied on homeowners in the subdivision.

	FY 2014 Actual	FY 2015 Actual	<u>Unaudited</u> FY 2016 Actual	FY 2017 Adopted Budget	FY 2017 Amended Budget
Revenue					
Taxes	3,786	8,536	7,072	7,073	7,073
Investment Earnings	1	-	-	-	-
Total Revenue	3,787	8,536	7,072	7,073	7,073
Expenditures					
Contractual Services	7,776	4,208	26,314	4,833	11,333
Total Expenditures	7,776	4,208	26,314	4,833	11,333
Surplus (Deficit)	(3,989)	4,328	(19,242)	2,240	(4,260)
Ending Fund Balance	11,134	15,462	(3,780)	(9,900)	(8,040)
	143.2%	367.4%	-14.4%	-204.8%	-70.9%



United City of Yorkville
Fox Hill Special Service Area Fund

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FOX HILL SSA FUND REVENUE

FOX HILL SSA FUND REVENUE				Unaudited		
Account	Description	FY 2014 Actual	FY 2015 Actual	FY 2016 Actual	FY 2017 Adopted	FY 2017 Amended
Taxes						
11-000-40-00-4000	PROPERTY TAXES	3,786	8,536	7,072	7,073	7,073
	Special Service Area Tax - \$32 per Unit					
	Total: Taxes	\$3,786	\$8,536	\$7,072	\$7,073	\$7,073
Investment Earnings						
11-000-45-00-4500	INVESTMENT EARNINGS	1	-	-	-	-
	Total: Investment Earnings	\$1	\$0	\$0	\$0	\$0
	Total: FOX HILL SSA REVENUE	\$3,787	\$8,536	\$7,072	\$7,073	\$7,073

United City of Yorkville
Fox Hill Special Service Area Fund

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FOX HILL SSA EXPENDITURES

FOX HILL SSA EXPENDITURES		Unaudited				
Account	Description	FY 2014 Actual	FY 2015 Actual	FY 2016 Actual	FY 2017 Adopted	FY 2017 Amended
Contractual Services						
11-111-54-00-5417	TRAIL MAINTENANCE	-	-	21,141	-	-
11-111-54-00-5466	LEGAL SERVICES	190	-	-	-	-
11-111-54-00-5495	OUTSIDE REPAIR & MAINTENANCE	7,586	4,208	5,173	4,833	11,333
Total:	Contractual Services	\$7,776	\$4,208	\$26,314	\$4,833	\$11,333
Total: FOX HILL SSA EXPENDITURES		<u>\$7,776</u>	<u>\$4,208</u>	<u>\$26,314</u>	<u>\$4,833</u>	<u>\$11,333</u>



Mowing * Edging * Cleanup * Mulch
20 Coy Park Drive, Newark, IL 60541

Estimate

Date	Estimate #
6/13/2016	155

Name / Address
Fox Hill & Sunflower Estates Att: Eric Dhuse 800 Game Farm Road Yorkville, IL 60560

Project

Item	Description	Qty	Rate	Total
01.7 Tree/Bush Re...	Removal of Tree stumps, take down of 28 Ash trees, including labor(30 hours)		5,374.00	5,374.00
01.11 Black Dirt	10 Yards of Black Dirt	10	40.00	400.00
01.12 Seeding/Sod	3 Bags of Grass Seed	3	75.00	225.00
01 Landscaping	3 Waterings	3	150.00	450.00
			Total	\$6,449.00



Reviewed By:	
Legal	<input type="checkbox"/>
Finance	<input type="checkbox"/>
Engineer	<input checked="" type="checkbox"/>
City Administrator	<input type="checkbox"/>
Human Resources	<input type="checkbox"/>
Community Development	<input type="checkbox"/>
Police	<input type="checkbox"/>
Public Works	<input type="checkbox"/>
Parks and Recreation	<input type="checkbox"/>

Agenda Item Number

NB #6

Tracking Number

PW 2016-58

Agenda Item Summary Memo

Title: Well No. 3

Meeting and Date: Public Works Committee – August 16, 2016

Synopsis: Discussion

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: _____

Council Action Requested: Consideration of Approval to Remove Pump/Motor and to TV

Well

Submitted by: Brad Sanderson Engineering
Name Department

Agenda Item Notes:

Have a question or comment about this agenda item?

Call us Monday-Friday, 8:00am to 4:30pm at 630-553-4350, email us at agendas@yorkville.il.us, post at www.facebook.com/CityofYorkville, tweet us at @CityofYorkville, and/or contact any of your elected officials at http://www.yorkville.il.us/gov_officials.php



Memorandum

To: Bart Olson, City Administrator
From: Brad Sanderson, EEI
CC: Eric Dhuse, Director of Public Works
Lisa Pickering, Deputy City Clerk

Date: August 1, 2016
Subject: Well No. 3

The purpose of this memo is review potential rehabilitation and long term options for Well No. 3.

Background:

Currently, Well No. 3 is experiencing what is believed to be a mechanical failure. It has been recommended by Layne not to use any further in order to minimize potential further damage.

Well No. 3 historically produces 600-650 gpm and is currently used as a back-up water source. It is also known as a “sand pumper”. The volume of sand that is produced by the well is considered to be a high amount and is directly attributable to the more frequent rehabilitations of this well. A sand separator is utilized to capture the sand from the well prior to entering the system. The separator in the past has had to be replaced frequently when the well was more heavily used. By comparison, the City’s other wells produce 1,000 gpm each.

Well No. 3’s history is summarized below:

- ◆ Past (Through Discussion With Tom Healy of Layne Western)
 - ❖ 1960 Well Drilled; Utilized Westinghouse/US Motors
 - ❖ 1972 Installed Rebuilt Byron Jackson Motor (BJ)
 - ❖ 1983 Possible Well Rehabilitation (Records Not Clear)
 - ❖ 1991 Well Development; Installed 175 HP BJ
 - ❖ 1998 Motor OK; Bowls Worn Badly; Pump Rebuilt
- ◆ Recent Past (2004 – 2009)
 - ❖ 2004 Motor Failure; Installed 200 HP rebuilt BJ motor; Corrosion of 16” Casing evident
 - ❖ 2008 Pump Pulled due to Motor Issue; Installed 150 HP BJ Rebuilt Motor; Rebuilt Bowl Assembly;
 - ❖ 2009 Pump Pulled; Bowl Assembly Badly Worn and was Rebuilt;

Rehab/Repair Tends To Be On a 4 – 7 Year Cycle.

Well No. 3’s recent repair costs have been as follows:

- ◆ 2004 \$89,234 → New 200 HP Type H Rebuilt BJ Motor; Replaced 9 Stage – 11 MQH BJ Bowl Assembly

- ◆ 2008 \$99,617 → New 150 HP 14” Type H Rebuilt BJ Motor; Rebuilt BJ Bowl Assembly; 12 – 8” Line Pipe Segments Were Cut & Rethread; Replacement of 5 Couplings; Replacement of 8” Surge Valve
- ◆ 2009 \$21,216 → Pump Rebuilt

Questions Presented:

Should the City consider rehabilitating well and keep it part of the water system?

Should the City consider abandoning the well?

Discussion:

At this point, we do not have a good handle on the estimated costs to repair the well. In order to obtain a reasonable estimate, the well must be taken out of service and the pump and motor need to be pulled and inspected. In addition, televising of the well will be necessary in order to determine the condition of the casing. A casing pipe in poor condition makes it difficult (sometimes impossible) to install and pull equipment in and out of the well. The condition of the casing may make our decision for us. Layne is estimating the cost to do the above noted work at \$25,000-\$30,000.

If the City elects to abandon the well, the pump and motor would have to be pulled anyway, which is the majority of the costs noted above. The televising and inspection of the equipment would not be part of a normal well abandonment and are estimated to be \$5,000-\$6,000. Note that if the well is abandoned, there are additional work items necessary above and beyond the pulling of the pump and motor.

As noted above, Well No. 3 has been used minimally in the past several years. Per our needs assessment calculations, a new well will be needed if we choose to abandon Well 3 as follows:

- ◆ Current Trends (CT) Water Use
 - ❖ With Well No. 3 Active: 2028 (12 Years)
 - ❖ Without Well No. 3: 2023 (7 Years)
- ◆ Less Resource Intensive (LRI) Water Use
 - ❖ With Well No. 3 Active: 2034 (18 Years)
 - ❖ Without Well No. 3: 2030 (14 Years)

As you know, per capita water use trends are generally going down. Therefore, it is probably a reasonable assumption that we would need another well in 8 – 10 years.

In addition to our water supply needs, we should also consider the downtown planning aspect of the well abandonment.

Action Required:

At this time, staff is recommending that we authorize Layne to pull the pump and motor and televise the well. Upon completion of this work, a detailed estimate of the repair costs will be known. At that time, a more detailed discussion can take place regarding the future of the well.

July 25, 2016

United City of Yorkville
c/o Mr. Jeff Freeman
Engineering Enterprises, Inc.
52 Wheeler Road
Sugar Grove, IL 60554

**RE: United City of Yorkville, IL
Well No. 3**

Dear Jeff:

Per your request, we are sending you this letter to briefly summarize the repair history of Well No. 3 since 2004 and provide cost estimates for the pulling and inspection of the 150 HP Byron Jackson submersible pump and well.

A brief synopsis of each project is detailed as follows:

June, 2004:

The 175 HP Byron Jackson submersible pump was pulled due to a motor issue. Since a rebuilt 175 HP Byron Jackson motor was unavailable, we installed a 200 HP rebuilt motor, in addition to replacing the 9 Stage – 11MQH Byron Jackson bowl assembly due to extreme wear and corrosion. During this repair we televised the well and noted that the corrosion at the bottom of the 16" surface casing had worsened. In our 1998 pump repair, we televised the well and saw this issue, as well as holes in the 16" casing at 417 feet and 422 feet, opposite limestone formations. The holes did not seem to be any worse in 2004.

It was during the 2004 repair that the site restrictions began to worsen. My recollection is that this has worsened even more now with added obstructions, and a site visit would be warranted to ascertain exactly how the pump can be pulled now.

The post-repair pumping test indicated that the pump was producing 845 gpm @ 75 psi with a Static Water Level of 296 feet and a Pumping Level of 346 feet. This correlates to a Final Specific Capacity of 16.9 gpm/ft. We also observed that the sand production seemed to have increased in comparison to 1998, and we theorized that this could be due to lowering the bowl assembly suction into the St. Peter sandstone open hole, or very close to the top shot hole. The well was redeveloped in 1991 with a Primacord Treatment with one pound block shots every 5 feet; for a total of 70 lbs. of shots set off in the St. Peter and the Galesville sandstones (30 lbs. in St. Peter and 40 lbs. in Galesville).

WATER RESOURCES

February, 2008:

The pump was pulled due to a motor issue. We reinstalled a 150 HP, 14", Type H, Byron Jackson rebuilt motor and also rebuilt the Byron Jackson bowl assembly due to wear. Twelve pieces of 8" T & C Line Pipe were cut and rethread, along with the replacement of 5 couplings and the 8" surge valve. No well televising was performed.

A post-repair pumping test indicated the pump was producing 665 gpm @ 75 psi, with a Static Water Level of 326 feet and a Pumping Level of 372 feet. Specific Capacity was 14.5 gpm/ft.

February, 2009:

The City observed that the production had decreased drastically, and the pump was pulled again. The bowl assembly was severely worn and needed to be rebuilt. The motor was suitable for reuse and fully serviced in our shop in Aurora. It was during this repair that we discovered that this well was being operated for short periods of time (2 – 3 hours), on a sporadic basis. We discussed, and the City implemented, using Well 3 on an "as-needed" basis, and if needed, to run it as long as possible to minimize starts and stops, where the sand production can be worse. No well televising was performed.

In April, 2009, the pump was producing 629 gpm @ 85 psi with a Static Water Level of 326 feet and a Pumping Level of 364 feet, with a Final Specific Capacity of 16.6 gpm/ft.

It is being reported today that there is a noticeable "grinding noise" when Well 3 is operated. This typically correlates to bowl assembly wear, and we would suggest that the use of Well 3 be only on an emergency basis since continued use and accelerated bowl assembly wear could cause the 150 HP Byron Jackson submersible motor to fail. As we discussed, we will send down a serviceman to observe the operation of the pump to verify the above thoughts (we will line this up with Tom Konen once he is back from vacation).

We also discussed that the next step, assuming the verification of the probable bowl assembly wear, would be to pull and inspect the 150 HP Byron Jackson submersible pump and televise the well. Perhaps the key component will be the condition of the 56-year-old Well No. 3 to determine if it is viable for continued use in the future. Holes in the 16" surface casing and enlarged slots in the 12" liner does not typically bode well for the future. These issues can be rectified, but with the significant site restrictions for work-over rigs and equipment, it may be near impossible to do so. This preliminary phase should provide these answers to allow EEI and the City to make a very educated guess going forward in your Master Water Plan Analysis.

An estimated cost to mobilize, set-up, pull, and inspect the pump briefly on site would be in the range of **\$16,000.00 - \$21,000.00** {depending upon the site visit observations}, plus \$1,700.00 for a television survey. If the City desires that we load up and mobilize the complete pump to our yard for further disassembly, sandblasting, and inspection, please add \$4,500.00.



Layne, as you know, is the authorized repair center and representative for Flowserve/Byron Jackson in northern Illinois and has been since 1972. During this time, we have installed over 400 new Byron Jackson Type H submersible pumps and have performed dozens and dozens of successful Byron Jackson submersible pump repairs. The 150HP Type motor seal should be dewatered in accordance with our exclusive procedure. This will allow the motor to be put in the proper shipping position with the mercury seal secured and will minimize the potential for water entering the motor windings, which would result in damage to the motor. *Only Layne can provide a Byron Jackson factory authorized serviceman to complete this procedure properly.* As a result of the new July 1, 2012 IEPA guidelines we no longer conduct the seal servicing or motor dewatering over the well. To our knowledge Layne is the only contractor in the country that is currently utilizing a sealed motor service containment module that is transported to project sites to meet the new IEPA regulations.

We have also researched the costs for the last 3 repair projects:

- **2004: \$89,234.00**
- **2008: \$99,617.00**
- **2009: \$21,216.00**

We hope that you will find this information valuable and helpful. If you have any questions, please don't hesitate to contact us.

Yours very truly,

Thomas P. Healy, P.E.

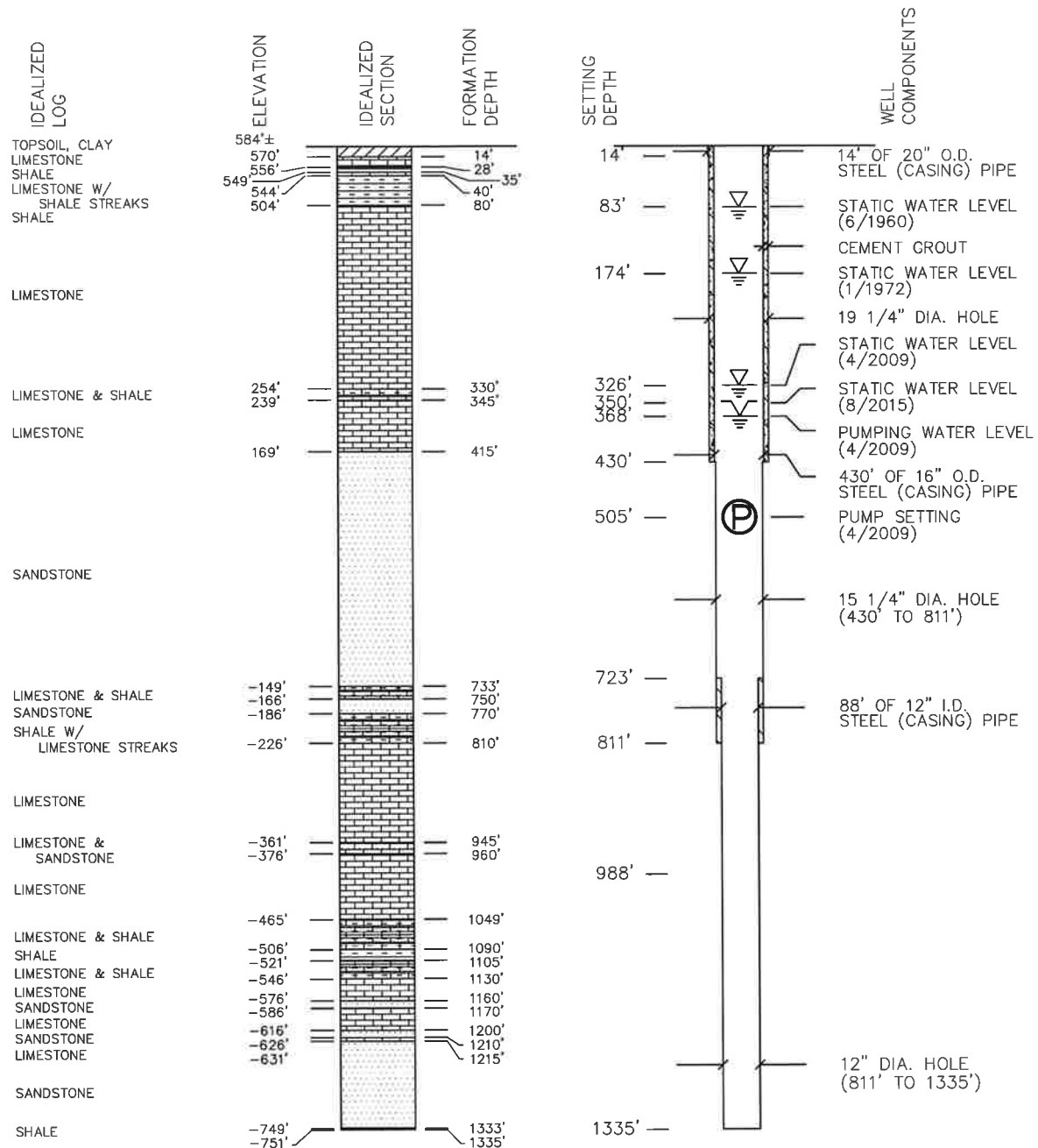
Thomas P. Healy, P.E.
Manager of Projects
Layne Christensen Company

TPH/mcw



SCHEMATIC OF EXISTING WATER WELL No. 3 (DEEP CONSOLIDATED AQUIFER) UNITED CITY OF YORKVILLE KENDALL COUNTY, ILLINOIS

DATA TAKEN FROM WELL CONSTRUCTION REPORT PREPARED BY LAYNE WESTERN
CO., INC., AURORA, ILLINOIS, AND WELL MONITORING AND MAINTENANCE REPORTS



SPECIFIC CAPACITY
• 4/2009: 16.64 GPM/FT



PROJECT NO: Y01437
FILE NO: Y01437-WELL 3

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Table No. 2-1: Existing Water Supply Summary
United City of Yorkville, IL

WELL NO.	AQUIFER							DEPTH (BELOW GRADE)			EQUIPMENT	DESIGN CONDITION		INSTALLED MANUFACTURER AND TYPE		PUMPING ASSEMBLY		COMMENTS
	SG	SL	GP	SP	IG	CO	MS	WELL (FT)	CASING (FT)	PUMP (FT)	INSTALL DATE	FLOW (GPM)	TDH (FT)	PUMP	MOTOR	PUMP	MOTOR	
3				▲	▲			1335	430 (AND 88' OF 12" I.D. LINER FROM DEPTH OF 723' TO 811')	505	2009	700	550	BJ/FS - 11MQH 9 Stage	BJ 150 HP, 14" H, 460V	Rebuilt	Refurbished	Pulled due to severe sand wear of bowl, a fairly constant issue with this well that typically produces 650-675 GPM. The City minimizes use of this well.
										505	2008	700	550	BJ/FS - 11MQH 9 Stage	BJ 150 HP, 14" H, 460V	Refurbished	New	Motor Replaced due to Presumed Lightning Strike; Pump Reused
										500	2004	700	550	BJ/FS - 11MQH 9 Stage	BJ 200 HP	Rebuilt	New	Motor Replaced due to Presumed Lightning Strike; Pump Rebuilt due to Sand Corrosion
										UN	1998	700	UN	BJ/FS - 11MQH 9 Stage	BJ 175 HP	New	UN	TV Survey Showed 16-Inch Casing Badly Corroded, So Raised Pump Setting. During the well rehab, it was noted that the power cable had some nicks.
										UN	1991	650	550	BJ/FS	BJ	New	New	Well Development with Primacord 1 LB Block Shots - Created Current Sand Issues; Modified to Pump Into System Rather Than Reservoir
										UN	1972	UN	UN	UN	100 HP Westinghouse	UN	UN	None
										UN	1960	650	UN	UN	100 HP Westinghouse	New	New	None
4				▲	▲			1401	476	665	2008	1,200	655	BJ/FS - 13/12MQLH(5)L(5) 10 Stage	BJ 250 HP 14" H 460V	New	Refurbished	No apparent sand issues. The well was bailed to a new depth of 1401 ft.
							1,393	542		1992	1,225	650	BJ/FS - 13MQL/12MQL 10 Stage	BJ 250 HP 14" H 460V	Refurbished	Refurbished	None	
								569		1976	1,000	650	BJ/FS - 13MQ/12MQL 10 Stage	BJ 250 HP 14" H 460V	New	New	Work started in August of 1975, finished in January of 1976.	
7				▲				1,527	1,318	1,105	2007	1,200	1,270	BJ/FS - 13MQ/12MQH(9)L(6) 15 Stage	BJ 400 HP 17" H 2,300 V	Rebuilt	Rebuilt	Repairs were required due to pipe separation with culminated in fishing of pipe, bowl, motor and cable. Motor sent back for routine factory repair, bowl rebuilt, all pipe rethread and new cable.
									1,125	2004	1,000	1,270	BJ/FS - 13MQ/12MQH(9)L(6) 15 Stage	BJ 400 HP 17" H 2,300 V	New	New	None	
8				▲				1,384	930	840	2004	1,200	900	BJ/FS - 13MQ/12MQH5L7 12 stage	BJ 400 HP 17" H 2,300V	New	New	There is a well rehab scheduled to begin in 2015.
9				▲				1,368	1,170	870	2009	1,200	1,000	BJ/FS - 13MQ/12MWH5L9 14 Stage	BJ 400 HP 17" H 2,300V	Rebuilt	Rebuilt	Well rehab included repairs due to pipe separation, similar to well #7. Reused motor & bowl, rethreaded all pipe and furnished new cable.
										870	2004	1,000	1,000	BJ/FS - 13MQ/12MQH5L9 14 stage	BJ 400 HP 18" H 2,300V	New	New	None
TOTAL FLOW CAPACITY ALL SOURCES:												5,500 GPM						
												7.92 MGD						
TOTAL FIRM CAPACITY:												4,300 GPM						
												6.19 MGD						

Notes:

* Aquifer Designations: SG = Sand & Gravel; SL = Silurian Dolomite; GP = Galena-Platteville Dolomite; SP = St. Peter (Anceill) Sandstone; IG = Ironton-Galesville Sandstone; MS = Mt. Simon Sandstone, CO = Cambrian-Ordovician

* UN = Unknown



Engineering Enterprises, Inc.

52 Wheeler Road
Sugar Grove, Illinois 60554
(630) 466-6700
www.eeiweb.com



United City of Yorkville

800 Game Farm Road
Yorkville, IL 60560
630-553-4350

DATE:	July 2016
PROJECT NO.:	YO1620
BY:	MJT
PATH:	H:\GIS\PUBLIC\YORKVILLE\2016\
FILE:	YO1620_Location Well 3 .MXD

EXHIBIT A LOCATION MAP





Reviewed By:	
Legal	<input type="checkbox"/>
Finance	<input type="checkbox"/>
Engineer	<input checked="" type="checkbox"/>
City Administrator	<input type="checkbox"/>
Human Resources	<input type="checkbox"/>
Community Development	<input type="checkbox"/>
Police	<input type="checkbox"/>
Public Works	<input type="checkbox"/>

Agenda Item Number

NB #7

Tracking Number

PW 2016-59

Agenda Item Summary Memo

Title: NPDES MS4 Stormwater Permit

Meeting and Date: Public Works Committee – August 16, 2016

Synopsis: Consideration of Approval

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: _____

Council Action Requested: Approval

Submitted by: Brad Sanderson Engineering
Name Department

Agenda Item Notes:

Have a question or comment about this agenda item?
Call us Monday-Friday, 8:00am to 4:30pm at 630-553-4350, email us at agendas@yorkville.il.us, post at www.facebook.com/CityofYorkville,
tweet us at @CityofYorkville, and/or contact any of your elected officials at http://www.yorkville.il.us/gov_officials.php



Memorandum

To: Bart Olson, City Administrator
From: Brad Sanderson, EEI
CC: Eric Dhuse, Director of Public Works
Krysti Barksdale-Noble, Community Dev. Dir.
Lisa Pickering, Deputy City Clerk

Date: August 10, 2016
Subject: NPDES MS4 Stormwater Permit

The IEPA issued a revised NPDES MS4 permit in February of 2016. The new MS4 permit went into effect on March 1, 2016. The permit instructs communities to comply with the new permit provisions within 180 days (September 1, 2016) and to report on the changes implemented and provide supporting documentation with next year's Annual Report due by June 1, 2017.

Some of the changes are administrative, some do not apply to the City's circumstances and some the City is already in compliance with; however, there are some changes that require modifications to the City's activities and Stormwater Management Plan. This memo provides a summary of these changes to each of the six minimum control measures in the MS4 permit and the actions that must be taken to comply with the new provisions.

Public Education and Outreach on Storm Water Impacts

Changes: Public Education now has to include a component regarding potential impacts of climate change on stormwater discharges. In addition, there are added requirements for educational materials for non stormwater discharges and discharges from private properties. The permit includes a list of topic examples.

Current Status: The City currently complies with this measure through stormwater education materials available at the Information Center at City Hall.

Recommended Action: City staff should review and inventory the current materials available, compare with new requirements and topic list, identify need for new materials, obtain new materials and make available at City Hall. This should be completed during this permit year and updated materials provided as documentation in the next Annual Report.

Public Involvement/Participation

Changes: The new permit requires communities to identify Environmental Justice Areas within their jurisdiction and provide appropriate public involvement/participation. There is also a requirement that the community have a least one public meeting a year for the public to provide input on the adequacy of the City's stormwater program.

Current Status: The City had been meeting this requirement by allowing public comment at Board Meetings and through the Environmental Fair.

Recommended Action: The City will have to hold a public meeting during this permit year to allow public input on the stormwater program. The meeting may be part of a regular Council Meeting but would have to be part of the agenda and not just during the public comment period. Meeting minutes would be submitted with the next Annual Report as documentation.

In addition, the City will have to investigate the requirements for identifying Environmental Justice Areas and take appropriate action if areas are identified. These items should be completed during this permit year and reported on in next year's Annual Report. (See Page 14 of the Attached MS4 Permit for definitions of Environmental Justice and Environmental Justice Area.)

Illicit Discharge Detection and Elimination

Changes: The new permit now requires dry weather inspections of stormwater outfalls to look for non-stormwater of illicit discharges. The permit allows the City to prioritize their list of outfalls for inspections with high priority outfalls requiring at least annual inspection.

Current Status: The City currently addresses this requirement by responding to reports of illicit discharges and taking action with their ordinances and procedures when necessary.

Recommended Actions: The City has their stormwater outfalls identified on their inventory maps. Staff should develop a prioritization list and schedule for inspecting outfalls. Documentation of inspections should be included in the next Annual Report.

Construction Site Storm Water Runoff Control

Changes: There are a number of changes to the runoff and erosion control requirements.

Current Status: The City addresses this requirement through implementation of their Stormwater and other ordinances.

Recommended Action: The City's current ordinances comply with or are more stringent than the changes in the MS4 permit. Therefore, there are no changes to the City's current ordinances or activities required for this control measure.

Post-Construction Stormwater Management for New Development and Redevelopment

Changes: There are a number of changes to Post Construction Best Management Practices (BMPs). These changes add the requirement to consider climate control impacts on BMPs. There are also requirements to limit the use of infiltration practices (i.e. not adjacent to fuel stations, wells, etc.). A requirement has also been added for the City to develop a process to assess existing and current flood control projects for water quality and climate change impacts.

Current Status: The City addresses this requirement through implementation of their current Stormwater and other ordinances and by assisting Homeowner Associations when requested.

Recommended Action: The City's current ordinances generally comply with or are more stringent than the changes in the MS4 permit and no changes are required. However, this section of the Stormwater Management Plan should be reviewed in regards to climate change impacts and developing a plan to assess flood control projects and any necessary changes be made to the Stormwater Plan. This should be completed this permit year and the revised Stormwater Management Plan submitted with the next Annual Report as documentation.

The limits on infiltration practices are consistent with the requirements in the IEPA NPDES General Construction Permit and can be enforced through that permit for proposed infiltration BMPs. Compliance with these requirements is part of the engineering review process on new development or redevelopment projects.

Pollution Prevention/Good Housekeeping for Municipal Operations

Changes: There are added requirements for the storage of deicing materials. The City must have permanent storage or temporary storage with seasonal tarping. In addition, permanent storage structures must be constructed within two years.

Current Status: The City currently maintains and reports on good housing keeping requirements. The City currently has permanent storage so no action is required.

Monitoring

Changes: There are new requirements for monitoring and assessing the program. There are several options for monitoring from inventorying BMPs to sampling. For the City, we recommend the option to Evaluate BMP effectiveness based on published research. This requires the City to inventory BMPs implemented in the Community and estimating the resultant pollutant reduction.

Current Status: There was no monitoring of this type required under the previous permit.

Recommended Action: The Fox River Study Group is making an evaluation tool available to MS4 communities in the watershed. The tool is a spreadsheet that will allow the City to enter the areas of BMPs that are to be implemented; the spreadsheet will then estimate the pollutant reduction resulting from implementation of the BMPs. All BMPs implemented since the start of this permit (March 1, 2016) will need to be inventoried. The City will have to enter all newly constructed BMPs moving forward as well. The BMP inventory should be provided as documentation with each year's Annual Report.

Other

Changes: Communities that perform deicing operations that can cause or contribute to a violation of State chloride water quality standards have to participate in any watershed group organized to implement control measures.

Current Status: This is a new requirement.

Recommended Action: This item requires additional research to see if there are watershed groups that the City could participate in. This should be done during this permit year and documentation provided with the Annual Report.

Summary

We recommend that City staff move forward with the recommend action items outlined in this memo. In addition, the Stormwater Management Plan should be reviewed and updated to include the changes to the stormwater management procedures, policies and monitoring forms. The revised Stormwater Management Plan should then be submitted to IEPA as an attachment to the next Annual Report due on June 1, 2017.



ILLINOIS ENVIRONMENTAL PROTECTION AGENCY

1021 NORTH GRAND AVENUE EAST, P.O. BOX 19276, SPRINGFIELD, ILLINOIS 62794-9276 • (217) 782-3397

BRUCE RAUNER, GOVERNOR

LISA BONNETT, DIRECTOR

217/782-0610

February 10, 2016

Re: General NPDES Permit ILR40 for Discharge from Small Municipal Separate Storm Sewer Systems (MS4)

Dear Permittee:

Enclosed with this letter is the reissued General NPDES Permit ILR40 for the discharge of storm water from small MS4s. Significant changes have been made in the final permit based on comments received by the Agency. Please review the final permit and make any necessary modifications to your storm water management program. The Agency has also provided a list of permit modifications and a summary of responses to comments received by the Agency.

Please note that the Agency will be reviewing the Notice of Intent (NOI) for all NOIs that have been received. If you have not submitted an NOI, you must submit a NOI within 90 days of the effective date of the permit. A separate permit coverage letter will be sent by the Agency to persons who have submitted a complete NOI after review of the NOI.

Should you have any questions or comments regarding this letter, please contact Melissa Parrott or Cathy Demeroukas of my staff at (217) 782-0610 or at the above address.

Sincerely,

A handwritten signature in black ink that reads "Alan Keller".

Alan Keller, P.E.

Manager, Permit Section
Division of Water Pollution Control

SAK:16020801bah/MS4 NOI Letter

General NPDES Permit No. ILR40

Illinois Environmental Protection Agency

Division of Water Pollution Control

1021 North Grand East

P.O. Box 19276

Springfield, Illinois 62794-9276

NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM

**General NPDES Permit
For
Discharges from Small Municipal Separate Storm Sewer Systems**

Expiration Date: February 28, 2021

Issue Date: February 10, 2016

Effective Date: March 1, 2016

In compliance with the provisions of the Illinois Environmental Protection Act, the Illinois Pollution Control Board Rules and Regulations (35 Ill. Adm. Code, Subtitle C, Chapter 1) and the Clean Water Act, the following discharges may be authorized by this permit in accordance with the conditions herein:

Discharges of only storm water from small municipal separate storm sewer systems (MS4s), as defined and limited herein. Storm water means storm water runoff, snow melt runoff, and surface runoff and drainage.

Receiving waters: Discharges may be authorized to any surface water of the State.

To receive authorization to discharge under this general permit, a facility operator must submit a Notice of Intent (NOI) as described in Part II of this permit to the Illinois Environmental Protection Agency (Illinois EPA). Authorization, if granted, will be by letter and include a copy of this permit.



Alan Keller, P.E.
Manager, Permit Section
Division of Water Pollution Control

NPDES/Hutton/stormwater/MS4/MSFinal2-9-16.daa

CONTENTS OF GENERAL PERMIT ILR40

PART I. COVERAGE UNDER GENERAL PERMIT ILR40	Page 2
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PART I. COVERAGE UNDER GENERAL PERMIT ILR40**A. Permit Area**

This permit covers all areas of the State of Illinois.

B. Eligibility

1. This permit authorizes discharges of storm water from MS4s as defined in 40 CFR 122.26 (b)(16) as designated for permit authorizations pursuant to 40 CFR 122.32.
2. This permit authorizes the following non-storm water discharges provided they have been determined not to be substantial contributors of pollutants to a particular small MS4 applying for coverage under this permit:
 - Water line and fire hydrant flushing,
 - Landscape irrigation water,
 - Rising ground waters,
 - Ground water infiltration,
 - Pumped ground water,
 - Discharges from potable water sources, (excluding wastewater discharges from water supply treatment plants)
 - Foundation drains,
 - Air conditioning condensate,
 - Irrigation water, (except for wastewater irrigation),
 - Springs,
 - Water from crawl space pumps,
 - Footing drains,
 - Storm sewer cleaning water,
 - Water from individual residential car washing,
 - Routine external building washdown which does not use detergents,
 - Flows from riparian habitats and wetlands,
 - Dechlorinated pH neutral swimming pool discharges,
 - Residual street wash water,
 - Discharges or flows from fire fighting activities
 - Dechlorinated water reservoir discharges, and
 - Pavement washwaters where spills or leaks of toxic or hazardous materials have not occurred (unless all spilled material has been removed).
3. Any municipality covered by this general permit is also granted automatic coverage under Permit No. ILR10 for the discharge of storm water associated with construction site activities for municipal construction projects disturbing one acre or more. The permittee is granted automatic coverage 30 days after Agency receipt of a Notice of Intent to Discharge Storm Water from Construction Site Activities from the permittee. The Agency will provide public notification of the construction site activity and assign a unique permit number for each project during this period. The permittee shall comply with all the requirements of Permit ILR10 for all such construction projects.

C. Limitations on Coverage

The following discharges are not authorized by this permit:

1. Storm water discharges that are mixed with non-storm water or storm water associated with industrial activity unless such discharges are:
 - a. In compliance with a separate NPDES permit; or
 - b. Identified by and in compliance with Part I.B.2 of this permit.
2. Storm water discharges that the Agency determines are not appropriately covered by this general permit. This determination may include discharges identified in Part 1.B.2 or that introduce new or increased pollutant loading that may be a significant contributor of pollutants to the receiving waters.
3. Storm water discharges to any receiving water specified under 35 Ill. Adm. Code 302.105(d) (6).
4. The following non-storm water discharges are prohibited by this permit: concrete and wastewater from washout of concrete (unless managed by an appropriate control), drywall compound, wastewater from washout and cleanout of stucco, paint, form release oils, curing compounds and other construction materials, fuels, oils, or other pollutants used in vehicle and equipment operation and maintenance, soaps, solvents, or detergents, toxic or hazardous substances from a spill or other release, or any other pollutant that could cause or tend to cause water pollution.
5. Discharges from dewatering activities (including discharges from dewatering of trenches and excavations) are allowable if managed by appropriate controls as specified in a project's storm water pollution prevention plan, erosion and sediment control plan, or storm water management plan.

D. Obtaining Authorization

In order for storm water discharges from small MS4s to be authorized to discharge under this general permit, a discharger must:

1. Submit a Notice of Intent (NOI) in accordance with the requirements of Part II using an NOI form provided by the Agency (or a photocopy thereof).
2. Submit a new NOI in accordance with Part II within 30 days of a change in the operator or the addition of a new operator.
3. Unless notified by the Agency to the contrary, an MS4 owner submitting a complete NOI in accordance with the requirements of this permit will be authorized to discharge storm water from their small MS4s under the terms and conditions of this permit 30 days after the date that the NOI is received. Authorization will be by letter and include a copy of this permit. The Agency may deny coverage under this permit and require submittal of an application for an individual NPDES permit based on a review of the NOI or other information.

PART II. NOTICE OF INTENT (NOI) REQUIREMENTS**A. Deadlines for Notification**

1. If an MS4 was automatically designated under 40 CFR 122.32(a)(1) to obtain permit coverage, then you were required to submit an NOI or apply for an individual permit by March 10, 2003.
2. If an MS4 has coverage under the previous general permit for storm water discharges from small MS4s, you must renew your permit coverage under this part. Unless previously submitted for this general permit, you must submit a new NOI within 90 days of the effective date of this reissued general permit for storm water discharges from small MS4s to renew your NPDES permit coverage. The permittee shall comply with any new provisions of this general permit within 180 days of the effective date of this permit and include modifications pursuant to the NPDES permit in its Annual Report.
3. If an MS4 is designated in writing by Illinois EPA under 40 CFR 122.32(a)(2) during the term of this general permit, then you are required to submit an NOI within 180 days of such notice.
4. MS4s are not prohibited from submitting an NOI after established deadlines for NOI submittals. If a late NOI is submitted, your authorization is only for discharges that occur after permit coverage is granted. Illinois EPA reserves the right to take appropriate enforcement actions against MS4s that have not submitted a timely NOI.

B. Contents of Notice of Intent

Dischargers seeking coverage under this permit shall submit the Illinois MS4 NOI form. The NOI shall be signed in accordance with Standard Condition 11 of this permit and shall include all of the following information:

1. The street address, county, and the latitude and longitude of the municipal office for which the notification is submitted;

General NPDES Permit No. ILR40

2. The name, address, and telephone number of the operator(s) filing the NOI for permit coverage and the name, address, telephone number, and email address of the person(s) responsible for implementation and compliance with the MS4 Permit; and
 3. The name and segment identification of the receiving water(s), whether any segments(s) is or are listed as impaired on the most recently approved list pursuant to Section 303(d) of the Clean Water Act or any currently applicable Total Maximum Daily Load (TMDL) or alternate water quality study, and the pollutants for which the segment(s) is or are impaired. The most recent 303(d) list may be found at <http://www.epa.state.il.us/water/water-quality/index.html>. Information regarding TMDLs may be found at <http://www.epa.state.il.us/water/tmdl/>.
 4. The following shall be provided as an attachment to the NOI:
 - a. A description of the best management practices (BMPs) to be implemented and the measurable goals for each of the storm water minimum control measures in paragraph IV. B. of this permit designed to reduce the discharge of pollutants to the maximum extent practicable;
 - b. The month and year in which you implemented any BMPs of the six minimum control measures, and the month and year in which you will start and fully implement any new minimum control measures or indicate the frequency of the action;
 - c. For existing permittees, provide adequate information or justification on any BMPs from previous NOIs that could not be implemented; and
 - d. Identification of a local qualifying program, or any partners of the program if any.
 5. For existing permittees, certification that states the permittee has implemented necessary BMPs of the six minimum control measures.
- C. All required information for the NOI shall be submitted electronically and in writing to the following addresses:
- Illinois Environmental Protection Agency
Division of Water Pollution Control
Permit Section
Post Office Box 19276
Springfield, Illinois 62794-9276
- epa.ms4noipermit@illinois.gov
- D. Shared Responsibilities

Permittees may partner with other MS4s to develop and implement their storm water management program. Each MS4 must fill out the NOI form. MS4s may also jointly submit their individual NOI in coordination with one or more MS4s. The description of their storm water management program must clearly describe which permittees are responsible for implementing each of the control measures. Each permittee is responsible for implementation of best management practices for the Storm Water Management Program within its jurisdiction.

PART III. SPECIAL CONDITIONS

- A. The Permittee's discharges, alone or in combination with other sources, shall not cause or contribute to a violation of any applicable water quality standard outlined in 35 Ill. Adm. Code 302.
- B. If there is evidence indicating that the storm water discharges authorized by this permit cause, or have the reasonable potential to cause or contribute to a violation of water quality standards, you may be required to obtain an individual permit or an alternative general permit or the permit may be modified to include different limitations and/or requirements.
- C. If a TMDL allocation or watershed management plan is approved for any water body into which you discharge, you must review your storm water management program to determine whether the TMDL or watershed management plan includes requirements for control of storm water discharges. If you are not meeting the TMDL allocations, you must modify your storm water management program to implement the TMDL or watershed management plan within eighteen months of notification by the Agency of the TMDL or watershed management plan approval. Where a TMDL or watershed management plan is approved, the permittee must:
 1. Determine whether the approved TMDL is for a pollutant likely to be found in storm water discharges from your MS4.
 2. Determine whether the TMDL includes a pollutant waste load allocation (WLA) or other performance requirements specifically for storm water discharge from your MS4.
 3. Determine whether the TMDL addresses a flow regime likely to occur during periods of storm water discharge.
 4. After the determinations above have been made and if it is found that your MS4 must implement specific WLA provisions of the TMDL, assess whether the WLAs are being met through implementation of existing storm water control measures or if additional control measures are necessary.

General NPDES Permit No. ILR40

5. Document all control measures currently being implemented or planned to be implemented to comply with TMDL waste load allocation(s). Also include a schedule of implementation for all planned controls. Document the calculations or other evidence that shows that the WLA will be met.
 6. Describe and implement a monitoring program to determine whether the storm water controls are adequate to meet the WLA.
 7. If the evaluation shows that additional or modified controls are necessary, describe the type and schedule for the control additions/revisions.
 8. Continue requirements 4 through 7 above until monitoring from two continuous NPDES permit cycles demonstrate that the WLAs or water quality standards are being met.
 9. If an additional individual permit or alternative general permit includes implementation of work pursuant to an approved TMDL or alternate water quality management plan, the provisions of the individual or alternative general permit shall supersede the conditions of Part III.C. TMDL information may be found at <http://www.epa.state.il.us/water/tmdl/>.
- D. If the permittee performs any deicing activities that can cause or contribute to a violation of an applicable State chloride water quality standard, the permittee must participate in any watershed group(s) organized to implement control measures which will reduce the chloride concentration in any receiving stream in the watershed.
- E. Authorization: Owners or operators must submit either an NOI in accordance with the requirements of this permit or an application for an individual NPDES Permit to be authorized to discharge under this General Permit. Authorization, if granted will be by letter and include a copy of this Permit. Upon review of an NOI, the Illinois EPA may deny coverage under this permit and require submittal of an application for an individual NPDES permit.
1. Automatic Continuation of Expired General Permit: Except as provided in III.E.2 below, when this General Permit expires the conditions of this permit shall be administratively continued until the earliest of the following:
 - a. 150 days after the new General Permit is reissued;
 - b. The Permittee submits a Notice of Termination (NOT) and that notice is approved by Illinois EPA;
 - c. The Permittee is authorized for coverage under an individual permit or the renewed or reissued General Permit;
 - d. The Permittee's application for an individual permit for a discharge or NOI for coverage under the renewed or reissued General Permit is denied by the Illinois EPA; or
 - e. Illinois EPA issues a formal permit decision not to renew or reissue this General Permit. This General Permit shall be automatically administratively continued after such formal permit decision.
 2. Duty to Reapply:
 - a. If the permittee wishes to continue an activity regulated by this General Permit, the permittee must apply for permit coverage before the expiration of the administratively continued period specified in III.E.1 above.
 - b. If the permittee reapplies in accordance with the provisions of III.E.2.a above, the conditions of this General Permit shall continue in full force and effect under the provisions of 5 ILCS 100/10-65 until the Illinois EPA makes a final determination on the application or NOI.
 - c. Standard Condition 2 of Attachment H is not applicable to this General Permit.
- F. The Agency may require any person authorized to discharge by this permit to apply for and obtain either an individual NPDES permit or an alternative NPDES general permit. Any interested person may petition the Agency to take action under this paragraph. The Agency may require any owner or operator authorized to discharge under this permit to apply for an individual or alternative general NPDES permit only if the owner or operator has been notified in writing that a permit application is required. This notice shall include a brief statement of the reasons for this decision, an application form, a statement setting a deadline for the owner or operator to file the application, and a statement that on the effective date of the individual NPDES permit or the alternative general permit as it applies to the individual permittee, coverage under this general permit shall automatically terminate. The Agency may grant additional time to submit the application upon request of the applicant. If an owner or operator fails to submit in a timely manner an individual or alternative general NPDES permit application required by the Agency under this paragraph, then the applicability of this permit to the individual or alternative general NPDES permittee is automatically terminated by the date specified for application submittal.
- G. Any owner or operator authorized by this permit may request to be excluded from the coverage of this permit by applying for an individual permit. The owner or operator shall submit an individual application with reasons supporting the request, in accordance with the requirements of 40 CFR 122.28, to the Agency. The request will be granted by issuing an individual permit or an alternative general permit if the reasons cited by the owner are adequate to support the request.

- H. When an individual NPDES permit is issued to an owner or operator otherwise subject to this permit, or the owner or operator is approved for coverage under an alternative NPDES general permit, the applicability of this permit to the individual NPDES permittee is automatically terminated on the issue date of the individual permit or the date of approval for coverage under the alternative general permit, whichever the case may be.

PART IV. STORM WATER MANAGEMENT PROGRAMS

A. Requirements

The permittee must develop, implement, and enforce a storm water management program designed to reduce the discharge of pollutants from their MS4 to the maximum extent practicable, to protect water quality, and to satisfy the appropriate water quality requirements of the Illinois Pollution Control Board Rules and Regulations (35 Ill. Adm. Code, Subtitle C, Chapter 1) and the Clean Water Act. The permittee's storm water management program must include the minimum control measures described in section B of this Part. For new permittees, the permittee must develop and implement specific program requirements by the date specified in the Agency's coverage letter. The U.S. Environmental Protection Agency's National Menu of Storm Water Best Management Practices (<http://cfpub.epa.gov/npdes/stormwater/menuofbmps/index.cfm>) and the most recent version of the Illinois Urban Manual should be consulted regarding the selection of appropriate BMPs.

B. Minimum Control Measures

The 6 minimum control measures to be included in the permittee's storm water management program are:

1. Public Education and Outreach on Storm Water Impacts

New permittees shall develop and implement elements of their storm water management program addressing the provisions listed below. Existing permittees renewing coverage under this permit shall maintain their current programs addressing this Minimum Control Measure, updating and enhancing their storm water management programs as necessary to comply with the terms of this section.

- a. Distribute educational materials to the community or conduct equivalent outreach activities about the impacts of storm water discharges on water bodies and the steps that the public can take to reduce pollutants in storm water runoff. The educational materials shall include information on the potential impacts and effects on storm water discharge due to climate change. Information on climate change can be found at <http://epa.gov/climatechange/>. The permittee shall incorporate the following into its education materials, at a minimum:
 - i. Information on effective pollution prevention measures to minimize the discharge of pollutants from private property and activities into the storm sewer system, on the following topics:
 - A. Storage and disposal of fuels, oils and similar materials used in the operation of or leaking from, vehicles and other equipment;
 - B. Use of soaps, solvents or detergents used in the outdoor washing of vehicles, furniture and other property,
 - C. Paint and related décor;
 - D. Lawn and garden care; and
 - E. Winter de-icing material storage and use.
 - ii. Information about green infrastructure strategies such as green roofs, rain gardens, rain barrels, bioswales, permeable piping, dry wells, and permeable pavement that mimic natural processes and direct storm water to areas where it can be infiltrated, evaporated or reused.
 - iii. Information on the benefits and costs of such strategies and provide guidance to the public on how to implement them.
- b. Define appropriate BMPs for this minimum control measure and measurable goals for each BMP. These measurable goals must ensure the reduction of all of the pollutants of concern in the permittee's storm water discharges to the maximum extent practicable; and
- c. Provide an annual evaluation of public education and outreach BMPs and measurable goals. Report on this evaluation in the Annual Report pursuant to Part V.C.1.

2. Public Involvement/Participation

New permittees shall develop and implement elements of their storm water management program addressing the provisions listed below. Existing permittees renewing coverage under this permit shall maintain their current programs addressing this Minimum Control Measure, updating and enhancing their storm water management programs as necessary to comply with the terms of this section.

- a. At a minimum, comply with State and local public notice requirements when implementing a public involvement/participation program;
- b. Define appropriate BMPs for this minimum control measure and measurable goals for each BMP, which must ensure the reduction of all of the pollutants of concern in the permittee's storm water discharges to the maximum extent practicable;

- c. Provide a minimum of one public meeting annually for the public to provide input as to the adequacy of the permittee's MS4 program. This requirement may be met in conjunction with or as part of a regular council or board meeting;
- d. The permittee shall identify environmental justice areas within its jurisdiction and include appropriate public involvement/participation. Information on environmental justice concerns may be found at <http://www.epa.gov/environmentaljustice/>. This requirement may be met in conjunction with or as part of a regular council or board meeting; and
- e. Provide an annual evaluation of public involvement/participation BMPs and measurable goals. Report on this evaluation in the Annual Report pursuant to Part V.C.1.

3. Illicit Discharge Detection and Elimination

New permittees shall develop and implement elements of their storm water management program addressing the provisions listed below. Existing permittees renewing coverage under this permit shall maintain their current programs addressing this Minimum Control Measure, updating and enhancing their storm water management programs as necessary to comply with the terms of this section.

- a. Develop, implement, and enforce a program to detect and eliminate illicit connections or discharges into the permittee's small MS4;
- b. Develop, if not already completed, a storm sewer system map, showing the location of all outfalls and the names and location of all waters that receive discharges from those outfalls. Existing permittees renewing coverage under this permit shall update their storm sewer system map to include any modifications to the sewer system;
- c. To the extent allowable under state or local law, prohibit, through ordinance, or other regulatory mechanism, non-storm water discharges into the permittee's storm sewer system and implement appropriate enforcement procedures and actions, including enforceable requirements for the prompt reporting to the MS4 of all releases, spills and other unpermitted discharges to the separate storm sewer system, and a program to respond to such reports in a timely manner;
- d. Develop and implement a plan to detect and address non-storm water discharges, including illegal dumping, to the system;
- e. Inform public employees, businesses, and the general public of hazards associated with illegal discharges and improper disposal of waste and the requirements and mechanisms for reporting such discharges;
- f. Address the categories of non-storm water discharges listed in Section I.B.2 only if you identify them as significant contributor of pollutants to your small MS4 (discharges or flows from firefighting activities are excluded from the effective prohibition against non-storm water and need only be addressed where they are identified as significant sources of pollutants to waters of the United States);
- g. Define appropriate BMPs for this minimum control measure and measurable goals for each BMP. These measurable goals must ensure the reduction of all of the pollutants of concern in your storm water discharges to the maximum extent practicable;
- h. Conduct periodic inspections of the storm sewer outfalls in dry weather conditions for detection of non-storm water discharges and illegal dumping. The permittee may establish a prioritization plan for inspection of outfalls, placing priority on outfalls with the greatest potential for non-storm water discharges. Major/high priority outfalls shall be inspected at least annually; and
- i. Provide an annual evaluation of illicit discharge detection and elimination BMPs and measurable goals. Report on this evaluation in the Annual Report pursuant to Part V.C.1.

4. Construction Site Storm Water Runoff Control

New permittees shall develop and implement elements of their storm water management program addressing the provisions listed below. Existing permittees renewing coverage under this permit shall maintain their current programs addressing this Minimum Control Measure, updating and enhancing their storm water management programs as necessary to comply with the terms of this section.

- a. Develop, implement, and enforce a program to reduce pollutants in any storm water runoff to the permittee's small MS4 from construction activities that result in a land disturbance of greater than or equal to one acre. Control of storm water discharges from construction activity disturbing less than one acre must be included in your program if that construction activity is part of a larger common plan of development or sale that would disturb one acre or more or has been designated by the permitting authority.

At a minimum, the permittee must develop and implement the following:

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- i. An ordinance or other regulatory mechanism to require erosion and sediment controls, as well as sanctions to ensure compliance, to the extent allowable under state or local law;
- ii. Erosion and Sediment Controls - The permittee shall ensure that construction activities regulated by the storm water program require the construction site owner/operator to design, install, and maintain effective erosion controls and sediment controls to minimize the discharge of pollutants. At a minimum, such controls must be designed, installed, and maintained to:
 - A. Control storm water volume and velocity within the site to minimize soil erosion;
 - B. Control storm water discharges, including both peak flow rates and total storm water volume, to minimize erosion at outlets and to minimize downstream channel and stream bank erosion;
 - C. Minimize the amount of soil exposed during construction activity;
 - D. Minimize the disturbance of steep slopes;
 - E. Minimize sediment discharges from the site. The design, installation and maintenance of erosion and sediment controls must address factors such as the amount, frequency, intensity and duration of precipitation, the nature of resulting storm water runoff, and soil characteristics, including the range of soil particle sizes expected to be present on the site;
 - F. Provide and maintain natural buffers around surface waters, direct storm water to vegetated areas to increase sediment removal, and maximize storm water infiltration, unless infeasible; and
 - G. Minimize soil compaction and preserve topsoil, unless infeasible.
- iii. Requirements for construction site operators to control or prohibit non-storm water discharges that would include concrete and wastewater from washout of concrete (unless managed by an appropriate control), drywall compound, wastewater from washout and cleanout of stucco, paint, form release oils, curing compounds and other construction materials, fuels, oils, or other pollutants used in vehicle and equipment operation and maintenance, soaps, solvents, or detergents, toxic or hazardous substances from a spill or other release, or any other pollutant that could cause or tend to cause water pollution;
- iv. Require all regulated construction sites to have a storm water pollution prevention plan that meets the requirements of Part IV of NPDES permit No. ILR10, including management practices, controls, and other provisions at least as protective as the requirements contained in the Illinois Urban Manual, 2014, or as amended including green infrastructure techniques where appropriate and practicable;
- v. Procedures for site plan reviews which incorporate consideration of potential water quality impacts and site plan review of individual pre-construction site plans by the permittee to ensure consistency with local sediment and erosion control requirements;
- vi. Procedures for receipt and consideration of information submitted by the public; and
- vii. Site inspections and enforcement of ordinance provisions.
- b. Define appropriate BMPs for this minimum control measure and measurable goals for each BMP. These measurable goals must ensure the reduction of all of the pollutants of concern in your storm water discharges to the maximum extent practicable.
- c. Provide an annual evaluation of construction site storm water control BMPs and measureable goals in the Annual Report pursuant to Part V.C.1.

5. Post-Construction Storm Water Management in New Development and Redevelopment

New permittees shall develop and implement elements of their storm water management program addressing the provisions listed below. Existing permittees renewing coverage under this permit shall maintain their current programs addressing this Minimum Control Measure, updating and enhancing their storm water management programs, as necessary, to comply with the terms of this section.

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- a. Develop, implement, and enforce a program to address and minimize the volume and pollutant load of storm water runoff from projects for new development and redevelopment that disturb greater than or equal to one acre, projects less than one acre that are part of a larger common plan of development or sale or that have been designated to protect water quality, that discharge into the permittee's small MS4 within the MS4's jurisdictional control. The permittee's program must ensure that appropriate controls are in place that would protect water quality and reduce the discharge of pollutants to the maximum extent practicable. In addition, each permittee shall adopt strategies that incorporate the infiltration, reuse, and evapotranspiration of storm water into the project to the maximum extent practicable. The permittee shall also develop and implement procedures for receipt and consideration of information submitted by the public.
- b. Develop and implement strategies which include a combination of structural and/or non-structural BMPs appropriate for all projects within the permittee's jurisdiction for all new development and redevelopment that disturb greater than or equal to 1 acre (at a minimum) that will reduce the discharge of pollutants and the volume and velocity of storm water flow to the maximum extent practicable. These strategies shall include effective water quality and watershed protection elements and shall be amenable to modification due to climate change. Information on climate change can be found at <http://www.epa.gov/climatechange/>. When selecting BMPs to comply with requirements contained in this Part, the permittee shall adopt one or more of the following general strategies, listed in order of preference below. The proposal of a strategy shall include a rationale for not selecting an approach from among those with a higher preference.
 - i. Preservation of the natural features of development sites, including natural storage and infiltration characteristics;
 - ii. Preservation of existing natural streams, channels, and drainage ways;
 - iii. Minimization of new impervious surfaces;
 - iv. Conveyance of storm water in open vegetated channels;
 - v. Construction of structures that provide both quantity and quality control, with structures serving multiple sites being preferable to those serving individual sites; and
 - vi. Construction of structures that provide only quantity control, with structures serving multiple sites being preferable to those serving individual sites.
- c. If a permittee requires new or additional approval of any development, redevelopment, linear project construction, replacement or repair on existing developed sites, or other land disturbing activity covered under this Part, the permittee shall require the person responsible for that activity to develop a long term operation and maintenance plan including the adoption of one or more of the strategies identified in Part IV.B.5.b. of this permit.
- d. Develop and implement a program to minimize the volume of storm water runoff and pollutants from public highways, streets, roads, parking lots, and sidewalks (public surfaces) through the use of BMPs that alone or in combination result in physical, chemical, or biological pollutant load reduction, increased infiltration, evapotranspiration, and reuse of storm water. The program shall include, but not be limited to the following elements:
 - i. Annual Training for all MS4 employees who manage or are directly involved in (or who retain others who manage or are directly involved in) the routine maintenance, repair, or replacement of public surfaces in current green infrastructure or low impact design techniques applicable to such projects; and
 - ii. Annual Training for all contractors retained to manage or carry out routine maintenance, repair, or replacement of public surfaces in current green infrastructure or low impact design techniques applicable to such projects. Contractors may provide training to their employees for projects which include green infrastructure or low impact design techniques.
- e. Develop and implement a program to minimize the volume of storm water runoff and pollutants from existing privately owned developed property that contributes storm water to the MS4 within the MS4 jurisdictional control. Such program must be documented and may contain the following elements:
 - i. Source Identification – Establish an inventory of storm water and pollutants discharged to the MS4;
 - ii. Implementation of appropriate BMPs to accomplish the following:
 - A. Education on green infrastructure BMPs;
 - B. Evaluation of existing flood control techniques to determine the feasibility of pollution control retrofits;
 - C. Evaluation of existing flood control techniques to determine potential impacts and effects due to climate change;
 - D. Implementation of additional controls for special events expected to generate significant pollution (fairs, parades, performances);
 - E. Implementation of appropriate maintenance programs, (including maintenance agreements, for structural pollution control devices or systems);
 - F. Management of pesticides and fertilizers; and
 - G. Street cleaning in targeted areas.

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- f. Infiltration practices should not be implemented in any of the following circumstances:
 - i. Areas/sites where vehicle fueling and/or maintenance occur;
 - ii. Areas/sites with shallow bedrock which allow movement of pollutants into the groundwater;
 - iii. Areas/sites near Karst features;
 - iv. Areas/sites where contaminants in soil or groundwater could be mobilized by infiltration of storm water;
 - v. Areas/sites within a delineated source water protection area for a public drinking water supply where the potential for an introduction of pollutants into the groundwater exists. Information on groundwater protection may be found at:

<http://www.epa.state.il.us/water/groundwater/index.html>
 - vi. Areas/sites within 400 feet of a community water supply well if there is not a wellhead protection delineation area or within 200 feet of a private water supply well. Information on wellhead protection may be found at :

<http://www.epa.state.il.us/water/groundwater/index.html>
- g. Develop and implement an ordinance or other regulatory mechanism to address post-construction runoff from new development and redevelopment projects, public surfaces, and existing developed property as set forth above to the extent allowable under state or local law.
- h. Require all regulated construction sites to have post-construction management plans that meet or exceed the requirements of Part IV.D.2.h of NPDES permit No. ILR10 including management practices, controls, and other provisions at least as protective as the requirements contained in the most recent version of the Illinois Urban Manual, 2014.
- i. Ensure adequate long-term operation and maintenance of BMPs.
- j. Define appropriate BMPs for this minimum control measure and measurable goals for each BMP. These measurable goals must ensure the reduction of all of the pollutants of concern in your storm water discharges to the maximum extent practicable.
- k. Within 3 years of the effective date of the permit, the permittee must develop and implement a process to assess the water quality impacts in the design of all new and existing flood management projects that are associated with the permittee or that discharge to the MS4. This process must include consideration of controls that can be used to minimize the impacts to site water quality and hydrology while still meeting the project objectives. This will also include assessment of any potential impacts and effects on flood management projects due to climate change.
- l. Provide an annual evaluation of post-construction storm water management BMPs and measureable goals in the Annual Report pursuant to Part V.C.1 .

6. Pollution Prevention/Good Housekeeping for Municipal Operations

New permittees shall develop and implement elements of their storm water management program addressing the provisions listed below. Existing permittees renewing coverage under this permit shall maintain their current programs addressing this Minimum Control Measure, updating and enhancing their storm water management programs as necessary to comply with the terms of this section.

- a. Develop and implement an operation and maintenance program that includes an annual training component for municipal staff and contractors and is designed to prevent and reduce the discharge of pollutants to the maximum extent practicable.
- b. Pollution Prevention- The permittee shall design, install, implement, and maintain effective pollution prevention measures to minimize the discharge of pollutants from municipal properties, infrastructure, and operations. At a minimum, such measures must be designed, installed, implemented and maintained to:
 - i. Minimize the discharge of pollutants from equipment and vehicle washing, wheel wash water, and other wash waters. Wash waters must be treated in a sediment basin or alternative control that provides equivalent or better treatment prior to discharge;
 - ii. Minimize the exposure of building materials, building products, construction wastes, trash, landscape materials, fertilizers, pesticides, herbicides, chemical storage tanks, deicing material storage facilities and temporary stockpiles, detergents, sanitary waste, and other materials present on the site to precipitation and to storm water;
 - iii. Minimize the discharge of pollutants from spills and leaks and implement chemical spill and leak prevention and response procedures; and

- iv. Provide regular inspection of municipal storm water management BMPs. Based on inspection findings, the permittee shall determine if repair, replacement, or maintenance measures are necessary in order to ensure the structural integrity, proper function, and treatment effectiveness of structural storm water BMPs. Necessary maintenance shall be completed as soon as conditions allow to prevent or reduce the discharge of pollutants to storm water.
- c. Deicing material must be stored in a permanent or temporary storage structure or seasonal tarping must be utilized. If no permanent structures are owned or operated by the Permittee, new permanent deicing material storage structures shall be constructed within two years of the effective date of this permit. Storage structures or stockpiles shall be located and managed to minimize storm water pollutant runoff from the stockpiles or loading/unloading areas of the stockpiles. Stockpiles and loading/unloading areas should be located as far as practicable from any area storm sewer drains. Fertilizer, pesticides, or other chemicals shall be stored indoors to prevent any discharge of such chemicals within the storm water runoff.
- d. Using training materials that are available from USEPA, the State of Illinois, or other organizations, the permittee's program must include annual employee training to prevent and reduce storm water pollution from activities such as park and open space maintenance, fleet and building maintenance, operation of storage yards, snow disposal, deicing material storage handling and use on roadways, new construction and land disturbances, and storm water system maintenance procedures for proper disposal of street cleaning debris and catch basin material. In addition, training should include how flood management projects impact water quality, non-point source pollution control, green infrastructure controls, and aquatic habitat.
- e. Define appropriate BMPs for this minimum control measure and measurable goals for each BMP. These measurable goals must ensure the reduction of all of the pollutants of concern in your storm water discharges to the maximum extent practicable.
- f. Provide an annual evaluation of pollution prevention/good housekeeping for municipal operations and measurable goals in the Annual Report pursuant to Part V.C.1.

C. Qualifying State, County, or Local Program

If an existing qualifying local program requires a permittee to implement one or more of the minimum control measures of Part IV. B. above, the permittee may follow that qualifying program's requirements rather than the requirements of Part IV.B. above. A qualifying local program is a local, county, or state municipal storm water management program that imposes, at a minimum, the relevant requirements of Part IV. B. Any qualifying local programs that permittees intend to follow shall be specified in their storm water management program.

D. Sharing Responsibility

- 1. Implementation of one or more of the minimum control measures may be shared with another entity, or the entity may fully take over the control measure. A permittee may rely on another entity only if:
 - a. The other entity implements the control measure;
 - b. The particular control measure, or component of that measure is at least as stringent as the corresponding permit requirement;
 - c. The other entity agrees to implement any minimum control measure on the permittee's behalf. A written agreement of this obligation is recommended. This obligation must be maintained as part of the description of the permittee's Storm Water Management Program. If the other entity agrees to report on the minimum control measure, the permittee must supply the other entity with the reporting requirements contained in Part V.C of this permit. If the other entity fails to implement the minimum control measure on the permittee's behalf, then the permittee remains liable for any discharges due to that failure to implement the minimum control measure.

E. Reviewing and Updating Storm Water Management Programs

- 1. Storm Water Management Program Review- The permittee must perform an annual review of its Storm Water Management Program in conjunction with preparation of the annual report required under Part V.C. The permittee must include in its annual report a plan for complying with any changes or new provisions in this permit, or in any State or federal regulations. The permittee must also include in its annual report a plan for complying with all applicable TMDL Report(s) or watershed management plan(s). Information on TMDLs may be found at:

<http://www.epa.state.il.us/water/tmdl/>.

- 2. Storm Water Management Program Update - The permittee may modify its Storm Water Management Program during the life of the permit in accordance with the following procedures:
 - a. Modifications adding (but not subtracting or replacing) components, controls, or requirements to the Storm Water Management Program may be made at any time upon written notification to the Agency;

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- b. Modifications replacing an ineffective or infeasible BMP specifically identified in the Storm Water Management Program with an alternate BMP may be requested at any time. Unless denied by the Agency, modifications proposed in accordance with the criteria below shall be deemed approved and may be implemented 60 days from submittal of the request. If the request is denied, the Agency will send the permittee a written response giving a reason for the decision. The permittee's modification requests must include the following:
 - i. An analysis of why the BMP is ineffective or infeasible (including cost prohibitive);
 - ii. Expectations on the effectiveness of the replacement BMP; and
 - iii. An analysis of why the replacement BMP is expected to achieve the goals of the BMP to be replaced.
 - c. Modification of any ordinances relative to the storm water management program, provided the updated ordinance is at least as stringent as the provisions stipulated in this permit; and
 - d. Modification requests or notifications must be made in writing and signed in accordance with Standard Condition II of Attachment H.
3. Storm Water Management Program Updates Required by the Agency. Modifications requested by the Agency must be made in writing, set forth the time schedule for permittees to develop the modifications, and offer permittees the opportunity to propose alternative program modifications to meet the objective of the requested modification. All modifications required by the Permitting Authority will be made in accordance with 40 CFR 124.5, 40 CFR 122.62, or as appropriate 40 CFR 122.63. The Agency may require modifications to the Storm Water Management Program as needed to:
- a. Address impacts on receiving water quality caused, or contributed to, by discharges from the MS4;
 - b. Include more stringent requirements necessary to comply with new federal or State statutory or regulatory requirements; or
 - c. Include such other conditions deemed necessary by the Agency to comply with the goals and requirements of the Clean Water Act.

PART V. MONITORING, RECORDKEEPING, AND REPORTING

A. Monitoring

The permittee must develop and implement a monitoring and assessment program to evaluate the effectiveness of the BMPs being implemented to reduce pollutant loadings and water quality impacts within 180 days of the effective date of this permit. The program should be tailored to the size and characteristics of the MS4 and the watershed. The permittee shall provide a justification of its monitoring and assessment program in the Annual Report. By not later than 180 days after the effective date of this permit, the permittee shall initiate an evaluation of its storm water program. The plan for monitoring/evaluation shall be described in the Annual Report. Evaluation and/or monitoring results shall be provided in the Annual Report. The monitoring and assessment program may include evaluation of BMPs and/or direct water quality monitoring as follows:

1. An evaluation of BMPs based on estimated effectiveness from published research accompanied by an inventory of the number and location of BMPs implemented as part of the permittee's program and an estimate of pollutant reduction resulting from the BMPs, or
2. Monitoring the effectiveness of storm water control measures and progress towards the MS4's goals using one or more of the following:
 - a. MS4 permittees serving a population of less than 25,000 may conduct visual observations of the storm water discharge documenting color, odor, clarity, floating solids, settled solids, suspended solids, foam, oil sheen, or other obvious indicators of storm water pollution; or
 - b. MS4 permittees may evaluate storm water quality and impacts using one or more of the following methods:
 - i. Instream monitoring in the highest level hydrological unit code segment in the MS4 area. Monitoring shall include, at a minimum, quarterly monitoring of receiving waters upstream and downstream of the MS4 discharges in the designated stream(s).
 - ii. Measuring pollutant concentrations over time.
 - iii. Sediment monitoring.
 - iv. Short-term extensive network monitoring. Short-term sampling at the outlets of numerous drainage areas to identify water quality issues and potential storm water impacts, and may help in ranking areas for implementation priority. Data collected simultaneously across the MS4 to help characterize the geographical distribution of pollutant sources.

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- v. Site-specific monitoring. High-value resources such as swimming beaches, shellfish beds, or high-priority habitats could warrant specific monitoring to assess the status of use support. Similarly, known high-priority pollutant sources or impaired water bodies with contaminated aquatic sediments, an eroding stream channel threatening property, or a stream reach with a degraded fish population could be monitored to assess impacts of storm water discharges and/or to identify improvements that result from the implementation of BMPs.
 - vi. Assessing physical/habitat characteristics such as stream bank erosion caused by storm water discharges.
 - vii. Outfall/Discharge monitoring.
 - viii. Sewershed-focused monitoring. Monitor for pollutants in storm water produced in different areas of the MS4. For example, identify which pollutants are present in storm water from industrial areas, commercial areas, and residential areas.
 - ix. BMP performance monitoring. Monitoring of individual BMP performance to provide a direct measure of the pollutant reduction efficiency of these key components of a MS4 program.
 - x. Collaborative watershed-scale monitoring. The permittee may choose to work collaboratively with other permittees and/or a watershed group to design and implement a watershed or sub-watershed-scale monitoring program that assesses the water quality of the water bodies and the sources of pollutants. Such programs must include elements which assess the impacts of the permittee's storm water discharges and/or the effectiveness of the BMPs being implemented.
- c. If ambient water quality monitoring under 2b above is performed, the monitoring of storm water discharges and ambient monitoring intended to gauge storm water impacts shall be performed within 48 hours of a precipitation event greater than or equal to one quarter inch in a 24-hour period. At a minimum, analysis of storm water discharges or ambient water quality shall include the following parameters: total suspended solids, total nitrogen, total phosphorous, fecal coliform, chlorides, and oil and grease. In addition, monitoring shall be performed for any other pollutants associated with storm water runoff for which the receiving water is considered impaired pursuant to the most recently approved list under Section 303(d) of the Clean Water Act.

B. Recordkeeping

The permittee must keep records required by this permit for 5 years after the expiration of this permit. Records to be kept under this Part include the permittee's NOI, storm water management plan, annual reports, and monitoring data. All records shall be kept onsite or locally available and shall be made accessible to the Agency for review at the time of an on-site inspection. Except as otherwise provided in this permit, permittees must submit records to the Agency only when specifically requested to do so. Permittees must post their NOI, storm water management program plan, and annual reports on the permittee's website. The permittee must make its records available to the public at reasonable times during regular business hours. The permittee may require a member of the public to provide advance notice, in accordance with the applicable Freedom of Information Act requirements. Storm sewer maps may be withheld for security reasons.

C. Reporting

The permittee must submit Annual Reports to the Agency by the first day of June for each year that this permit is in effect. If the permittee maintains a website, a copy of the Annual Report shall be posted on the website by the first day of June of each year. Each Report shall cover the period from March of the previous year through March of the current year. Annual Reports shall be maintained on the permittees' website for a period of 5 years. The Report must include:

1. An assessment of the appropriateness and effectiveness of the permittee's identified BMPs and progress towards achieving the statutory goal of reducing the discharge of pollutants to the maximum extent practicable (MEP), and the permittee's identified measurable goals for each of the minimum control measures;
2. The status of compliance with permit conditions, including a description of each incidence of non-compliance with the permit, and the permittee's plan for achieving compliance with a timeline of actions taken or to be taken;
3. Results of information collected and analyzed, including monitoring data, if any, during the reporting period;
4. A summary of the storm water activities the permittee plans to undertake during the next reporting cycle, including an implementation schedule;
5. A change in any identified BMPs or measurable goals that apply to the program elements;
6. Notice that the permittee is relying on another government entity to satisfy some of the permit obligations (if applicable);
7. Provide an updated summary of any BMP or adaptive management strategy constructed or implemented pursuant to any approved TMDL or alternate water quality management study. Use the results of your monitoring program to assess whether the WLA or other performance requirements for storm water discharges from your MS4 are being met; and

8. If a qualifying local program or programs with shared responsibilities is implementing all minimum control measures on behalf of one or more entities, then the local qualifying program or programs with shared responsibilities may submit a report on behalf of itself and any entities for which it is implementing all of the minimum control measures.

The Annual Reports shall be submitted to the following office and email addresses:

Illinois Environmental Protection Agency
Division of Water Pollution Control
Compliance Assurance Section
Municipal Annual Inspection Report
1021 North Grand Avenue East
P.O. Box 19276
Springfield, Illinois 62794-9276

epa.ms4annualinsp@illinois.gov

PART VI. DEFINITIONS AND ACRONYMS

All definitions contained in Section 502 of the Clean Water Act, 40 CFR 122, and 35 Ill. Adm. Code 309 shall apply to this permit and are incorporated herein by reference. For convenience, simplified explanations of some regulatory/statutory definitions have been provided. In the event of a conflict, the definition found in the statute or regulation takes precedence.

Best Management Practices (BMPs) means structural or nonstructural controls, schedules of activities, prohibitions of practices, maintenance procedures, and other management practices to prevent or reduce the pollution of waters of the state. BMPs also include treatment requirements, operating procedures, and practices to control runoff, spillage or leaks, sludge or waste disposal, or drainage from raw material storage.

BMP is an acronym for "Best Management Practices."

CFR is an acronym for "Code of Federal Regulations."

Control Measure as used in this permit refers to any Best Management Practice or other method used to prevent or reduce storm water runoff or the discharge of pollutants to waters of the State.

CWA or The Act means the Clean Water Act (formerly referred to as the Federal Water Pollution Control Act or Federal Water Pollution Control Act Amendments of 1972) Pub. L. 92-500, as amended Pub. L. 95-217, Pub. L. 95-576, Pub. L. 96-483 and Pub. L. 97-117, 33 U.S.C. 1251 ET. seq.

Discharge when used without a qualifier, refers to discharge of a pollutant as defined at 40 CFR 122.2.

Environmental Justice (EJ) means the fair treatment and meaningful involvement of all people regardless of race, color, national origin, or income with respect to the development, implementation, and enforcement of environmental laws, regulations, and policies

Environmental Justice Area means a community with a low-income and/or minority population greater than twice the statewide average. In addition, a community may be considered a potential EJ community if the low-income and/or minority population is less than twice the state-wide average but greater than the statewide average and it has identified itself as an EJ community. If the low-income and/or minority population percentage is equal to or less than the statewide average, the community should not be considered a potential EJ community.

Flood management project means any project which is intended to control, reduce or minimize high stream flows and associated damage. This may also include projects designed to mimic or improve natural conditions in the waterway.

Green Infrastructure means wet weather management approaches and technologies that utilize, enhance or mimic the natural hydrologic cycle processes of infiltration, evapotranspiration and reuse. Green infrastructure approaches currently in use include green roofs, trees and tree boxes, rain gardens, vegetated swales, pocket wetlands, infiltration planters, porous and permeable pavements, porous piping systems, dry wells, vegetated median strips, reforestation/revegetation, rain barrels, cisterns, and protection and enhancement of riparian buffers and floodplains.

Illicit Connection means any man-made conveyance connecting an illicit discharge directly to a municipal separate storm sewer.

Illicit Discharge is defined at 40 CFR 122.26(b)(2) and refers to any discharge to a municipal separate storm sewer that is not composed entirely of storm water, except discharges authorized under an NPDES permit (other than the NPDES permit for discharges from the MS4) and discharges resulting from fire fighting activities.

MEP is an acronym for "Maximum Extent Practicable," the technology-based discharge standard for Municipal Separate Storm Sewer Systems to reduce pollutants in storm water discharges that was established by CWA Section 402(p). A discussion of MEP as it applies to small MS4s is found at 40 CFR 122.34.

MS4 is an acronym for "Municipal Separate Storm Sewer System" and is used to refer to a Large, Medium, or Small Municipal Separate Storm Sewer System (e.g. "the Dallas MS4"). The term is used to refer to either the system operated by a single entity or a group of systems within an area that are operated by multiple entities (e.g., the Houston MS4 includes MS4s operated by the city of Houston, the Texas Department of Transportation, the Harris County Flood Control District, Harris County, and others).

Municipal Separate Storm Sewer is defined at 40 CFR 122.26(b)(8) and means a conveyance or system of conveyances (including roads with drainage systems, municipal streets, catch basins, curbs, gutters, ditches, man-made channels, or storm drains): (i) Owned or operated by a State, city, town, borough, county, parish, district, association, or other public body (created by or pursuant to State law) having jurisdiction over disposal of sewage, industrial wastes, storm water, or other wastes, including special districts under State law such as a sewer district, flood control district or drainage district, or similar entity, or an Indian tribe or an authorized Indian tribal organization, or a designated and approved management agency under Section 208 of the CWA that discharges to waters of the United States; (ii) Designed or used for collecting or conveying storm water; (iii) Which is not a combined sewer; and (iv) Which is not part of a Publicly Owned Treatment Works (POTW) as defined at 40 CFR 122.2.

NOI is an acronym for "Notice of Intent" to be covered by this permit and is the mechanism used to "register" for coverage under a general permit.

NPDES is an acronym for "National Pollutant Discharge Elimination System."

Outfall is defined at 40 CFR 122.26(b) (9) and means a point source as defined by 40 CFR 122.2 at the point where a municipal separate storm sewer discharges to waters of the United States and does not include open conveyances connecting two municipal storm sewers, or pipes, tunnels or other conveyances which connect segments of the same stream or other waters of the United States and are used to convey waters of the United States.

Owner or Operator is defined at 40 CFR 122.2 and means the owner or operator of any "facility or activity" subject to regulation under the NPDES program.

Permitting Authority means the Illinois EPA.

Point Source is defined at 40 CFR 122.2 and means any discernable, confined and discrete conveyance, including but not limited to, any pipe, ditch, channel, tunnel, conduit, well, discrete fissure, container, rolling stock, concentrated animal feeding operation, landfill leachate collection system, vessel or other floating craft from which pollutants are or may be discharged. This term does not include return flows from irrigated agriculture or agricultural storm water runoff.

Pollutants of Concern means pollutants identified in a TMDL waste load allocation (WLA) or on the Section 303(d) list for the receiving water, and any of the pollutants for which water monitoring is required in Part V.A. of this permit.

Qualifying Local Program is defined at 40 CFR 122.34(c) and means a local, state, or Tribal municipal storm water management program that imposes, at a minimum, the relevant requirements of paragraph (b) of Section 122.34.

Small Municipal Separate Storm Sewer System is defined at 40 CFR 122.26(b)(16) and refers to all separate storm sewers that are owned or operated by the United States, a State [sic], city, town, borough, county, parish, district, association, or other public body (created by or pursuant to State [sic] law) having jurisdiction over disposal of sewage, industrial wastes, storm water, or other wastes, including special districts under State law such as a sewer district, flood control district or drainage district, or similar entity, or an Indian tribe or an authorized Indian tribal organization, or a designated and approved management agency under Section 208 of the CWA that discharges to waters of the United States, but is not defined as "large" or "medium" municipal separate storm sewer system. This term includes systems similar to separate storm sewer systems in municipalities, such as systems at military bases, large hospital or prison complexes, and highways and other thoroughfares. The term does not include separate storm sewers in very discrete areas, such as individual buildings.

Storm Water is defined at 40 CFR 122.26(b) (13) and means storm water runoff, snowmelt runoff, and surface runoff and drainage.

Storm Water Management Program (SWMP) refers to a comprehensive program to manage the quality of storm water discharged from the municipal separate storm sewer system.

SWMP is an acronym for "Storm Water Management Program."

TMDL is an acronym for "Total Maximum Daily Load."

Waters (also referred to as waters of the state or receiving water) is defined at Section 301.440 of Title 35: Subtitle C: Chapter I of the Illinois Pollution Control Board Regulations and means all accumulations of water, surface and underground, natural, and artificial, public and private, or parts thereof, which are wholly or partially within, flow through, or border upon the State of Illinois, except that sewers and treatment works are not included except as specially mentioned; provided, that nothing herein contained shall authorize the use of natural or otherwise protected waters as sewers or treatment works except that in-stream aeration under Agency permit is allowable.

"You" and "Your" as used in this permit is intended to refer to the permittee, the operator, or the discharger as the context indicates and that party's responsibilities (e.g., the city, the country, the flood control district, the U.S. Air Force, etc.).

Attachment H

Standard Conditions

Definitions

Act means the Illinois Environmental Protection Act, 415 ILCS 5 as Amended.

Agency means the Illinois Environmental Protection Agency.

Board means the Illinois Pollution Control Board.

Clean Water Act (formerly referred to as the Federal Water Pollution Control Act) means Pub. L 92-500, as amended. 33 U.S.C. 1251 et seq.

NPDES (National Pollutant Discharge Elimination System) means the national program for issuing, modifying, revoking and reissuing, terminating, monitoring and enforcing permits, and imposing and enforcing pretreatment requirements, under Sections 307, 402, 318 and 405 of the Clean Water Act.

USEPA means the United States Environmental Protection Agency.

Daily Discharge means the discharge of a pollutant measured during a calendar day or any 24-hour period that reasonably represents the calendar day for purposes of sampling. For pollutants with limitations expressed in units of mass, the "daily discharge" is calculated as the total mass of the pollutant discharged over the day. For pollutants with limitations expressed in other units of measurements, the "daily discharge" is calculated as the average measurement of the pollutant over the day.

Maximum Daily Discharge Limitation (daily maximum) means the highest allowable daily discharge.

Average Monthly Discharge Limitation (30 day average) means the highest allowable average of daily discharges over a calendar month, calculated as the sum of all daily discharges measured during a calendar month divided by the number of daily discharges measured during that month.

Average Weekly Discharge Limitation (7 day average) means the highest allowable average of daily discharges over a calendar week, calculated as the sum of all daily discharges measured during a calendar week divided by the number of daily discharges measured during that week.

Best Management Practices (BMPs) means schedules of activities, prohibitions of practices, maintenance procedures, and other management practices to prevent or reduce the pollution of waters of the State. BMPs also include treatment requirements, operating procedures, and practices to control plant site runoff, spillage or leaks, sludge or waste disposal, or drainage from raw material storage.

Aliquot means a sample of specified volume used to make up a total composite sample.

Grab Sample means an individual sample of at least 100 milliliters collected at a randomly-selected time over a period not exceeding 15 minutes.

24-Hour Composite Sample means a combination of at least 8 sample aliquots of at least 100 milliliters, collected at periodic intervals during the operating hours of a facility over a 24-hour period.

8-Hour Composite Sample means a combination of at least 3 sample aliquots of at least 100 milliliters, collected at periodic intervals during the operating hours of a facility over an 8-hour period.

Flow Proportional Composite Sample means a combination of sample aliquots of at least 100 milliliters collected at periodic intervals such that either the time interval between each aliquot or the volume of each aliquot is proportional to either the stream flow at the time of sampling or the total stream flow since the collection of the previous aliquot.

- (1) **Duty to comply.** The permittee must comply with all conditions of this permit. Any permit noncompliance constitutes a violation of the Act and is grounds for enforcement action, permit termination, revocation and reissuance, modification, or for denial of a permit renewal application. The permittee shall comply with effluent standards or prohibitions established under Section 307(a) of the Clean Water Act for toxic pollutants within the time provided in the regulations that establish these standards or prohibitions, even if the permit has not yet been modified to incorporate the requirements.
- (2) **Duty to reapply.** If the permittee wishes to continue an activity regulated by this permit after the expiration date of this permit, the permittee must apply for and obtain a new permit. If the permittee submits a proper application as required by the Agency no later than 180 days prior to the expiration date, this permit shall continue in full force and effect until the final Agency decision on the application has been made.
- (3) **Need to halt or reduce activity not a defense.** It shall not be a defense for a permittee in an enforcement action that it would have been necessary to halt or reduce the permitted activity in order to maintain compliance with the conditions of this permit.
- (4) **Duty to mitigate.** The permittee shall take all reasonable steps to minimize or prevent any discharge in violation of this permit which has a reasonable likelihood of adversely affecting human health or the environment.
- (5) **Proper operation and maintenance.** The permittee shall at all times properly operate and maintain all facilities and systems of treatment and control (and related appurtenances) which are installed or used by the permittee to achieve compliance with conditions of this permit. Proper operation and maintenance includes effective performance, adequate funding, adequate operator staffing and training, and adequate laboratory and process controls, including appropriate quality assurance procedures. This provision requires the operation of back-up, or auxiliary facilities, or similar systems only when necessary to achieve compliance with the conditions of the permit.
- (6) **Permit actions.** This permit may be modified, revoked and reissued, or terminated for cause by the Agency pursuant to 40 CFR 122.62 and 40 CFR 122.63. The filing of a request by the permittee for a permit modification, revocation and reissuance, or termination, or a notification of planned changes or anticipated noncompliance, does not stay any permit condition.
- (7) **Property rights.** This permit does not convey any property rights of any sort, or any exclusive privilege.
- (8) **Duty to provide information.** The permittee shall furnish to the Agency within a reasonable time, any information which the Agency may request to determine whether cause exists for modifying, revoking and reissuing, or terminating this permit, or to determine compliance with the permit. The permittee shall also furnish to the Agency upon request, copies of records required to be kept by this permit.
- (9) **Inspection and entry.** The permittee shall allow an authorized representative of the Agency or USEPA (including an authorized contractor acting as a representative of the Agency or USEPA), upon the presentation of credentials and other documents as may be required by law, to:
 - (a) Enter upon the permittee's premises where a regulated

- facility or activity is located or conducted, or where records must be kept under the conditions of this permit;
- (b) Have access to and copy, at reasonable times, any records that must be kept under the conditions of this permit;
 - (c) Inspect at reasonable times any facilities, equipment (including monitoring and control equipment), practices, or operations regulated or required under this permit; and
 - (d) Sample or monitor at reasonable times, for the purpose of assuring permit compliance, or as otherwise authorized by the Act, any substances or parameters at any location.
- (10) **Monitoring and records.**
- (a) Samples and measurements taken for the purpose of monitoring shall be representative of the monitored activity.
 - (b) The permittee shall retain records of all monitoring information, including all calibration and maintenance records, and all original strip chart recordings for continuous monitoring instrumentation, copies of all reports required by this permit, and records of all data used to complete the application for this permit, for a period of at least 3 years from the date of this permit, measurement, report or application. Records related to the permittee's sewage sludge use and disposal activities shall be retained for a period of at least five years (or longer as required by 40 CFR Part 503). This period may be extended by request of the Agency or USEPA at any time.
 - (c) Records of monitoring information shall include:
 - (1) The date, exact place, and time of sampling or measurements;
 - (2) The individual(s) who performed the sampling or measurements;
 - (3) The date(s) analyses were performed;
 - (4) The individual(s) who performed the analyses;
 - (5) The analytical techniques or methods used; and
 - (6) The results of such analyses.
 - (d) Monitoring must be conducted according to test procedures approved under 40 CFR Part 136, unless other test procedures have been specified in this permit. Where no test procedure under 40 CFR Part 136 has been approved, the permittee must submit to the Agency a test method for approval. The permittee shall calibrate and perform maintenance procedures on all monitoring and analytical instrumentation at intervals to ensure accuracy of measurements.
- (11) **Signatory requirement.** All applications, reports or information submitted to the Agency shall be signed and certified.
- (a) **Application.** All permit applications shall be signed as follows:
 - (1) For a corporation: by a principal executive officer of at least the level of vice president or a person or position having overall responsibility for environmental matters for the corporation;
 - (2) For a partnership or sole proprietorship: by a general partner or the proprietor, respectively; or
 - (3) For a municipality, State, Federal, or other public agency: by either a principal executive officer or ranking elected official.
 - (b) **Reports.** All reports required by permits, or other information requested by the Agency shall be signed by a person described in paragraph (a) or by a duly authorized representative of that person. A person is a duly authorized representative only if:
 - (1) The authorization is made in writing by a person described in paragraph (a); and
 - (2) The authorization specifies either an individual or a position responsible for the overall operation of the facility, from which the discharge originates, such as a plant manager, superintendent or person of equivalent responsibility; and
 - (3) The written authorization is submitted to the Agency.
 - (c) **Changes of Authorization.** If an authorization under (b) is no longer accurate because a different individual or position has responsibility for the overall operation of the facility, a new authorization satisfying the requirements of (b) must be submitted to the Agency prior to or together with any reports, information, or applications to be signed by an authorized representative.
 - (d) **Certification.** Any person signing a document under paragraph (a) or (b) of this section shall make the following certification:

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.
- (12) **Reporting requirements.**
- (a) **Planned changes.** The permittee shall give notice to the Agency as soon as possible of any planned physical alterations or additions to the permitted facility. Notice is required when:
 - (1) The alteration or addition to a permitted facility may meet one of the criteria for determining whether a facility is a new source pursuant to 40 CFR 122.29 (b); or
 - (2) The alteration or addition could significantly change the nature or increase the quantity of pollutants discharged. This notification applies to pollutants which are subject neither to effluent limitations in the permit, nor to notification requirements pursuant to 40 CFR 122.42 (a)(1).
 - (3) The alteration or addition results in a significant change in the permittee's sludge use or disposal practices, and such alteration, addition, or change may justify the application of permit conditions that are different from or absent in the existing permit, including notification of additional use or disposal sites not reported during the permit application process or not reported pursuant to an approved land application plan.
 - (b) **Anticipated noncompliance.** The permittee shall give advance notice to the Agency of any planned changes in the permitted facility or activity which may result in noncompliance with permit requirements.
 - (c) **Transfers.** This permit is not transferable to any person except after notice to the Agency.
 - (d) **Compliance schedules.** Reports of compliance or noncompliance with, or any progress reports on, interim and final requirements contained in any compliance schedule of this permit shall be submitted no later than 14 days following each schedule date.
 - (e) **Monitoring reports.** Monitoring results shall be reported at the intervals specified elsewhere in this permit.
 - (1) Monitoring results must be reported on a Discharge Monitoring Report (DMR).

- (2) If the permittee monitors any pollutant more frequently than required by the permit, using test procedures approved under 40 CFR 136 or as specified in the permit, the results of this monitoring shall be included in the calculation and reporting of the data submitted in the DMR.
 - (3) Calculations for all limitations which require averaging of measurements shall utilize an arithmetic mean unless otherwise specified by the Agency in the permit.
 - (f) **Twenty-four hour reporting.** The permittee shall report any noncompliance which may endanger health or the environment. Any information shall be provided orally within 24-hours from the time the permittee becomes aware of the circumstances. A written submission shall also be provided within 5 days of the time the permittee becomes aware of the circumstances. The written submission shall contain a description of the noncompliance and its cause; the period of noncompliance, including exact dates and time; and if the noncompliance has not been corrected, the anticipated time it is expected to continue; and steps taken or planned to reduce, eliminate, and prevent reoccurrence of the noncompliance. The following shall be included as information which must be reported within 24-hours:
 - (1) Any unanticipated bypass which exceeds any effluent limitation in the permit.
 - (2) Any upset which exceeds any effluent limitation in the permit.
 - (3) Violation of a maximum daily discharge limitation for any of the pollutants listed by the Agency in the permit or any pollutant which may endanger health or the environment.
The Agency may waive the written report on a case-by-case basis if the oral report has been received within 24-hours.
 - (g) **Other noncompliance.** The permittee shall report all instances of noncompliance not reported under paragraphs (12) (d), (e), or (f), at the time monitoring reports are submitted. The reports shall contain the information listed in paragraph (12) (f).
 - (h) **Other information.** Where the permittee becomes aware that it failed to submit any relevant facts in a permit application, or submitted incorrect information in a permit application, or in any report to the Agency, it shall promptly submit such facts or information.
- (13) **Bypass.**
- (a) **Definitions.**
 - (1) Bypass means the intentional diversion of waste streams from any portion of a treatment facility.
 - (2) Severe property damage means substantial physical damage to property, damage to the treatment facilities which causes them to become inoperable, or substantial and permanent loss of natural resources which can reasonably be expected to occur in the absence of a bypass. Severe property damage does not mean economic loss caused by delays in production.
 - (b) Bypass not exceeding limitations. The permittee may allow any bypass to occur which does not cause effluent limitations to be exceeded, but only if it also is for essential maintenance to assure efficient operation. These bypasses are not subject to the provisions of paragraphs (13)(c) and (13)(d).
 - (c) **Notice.**
 - (1) Anticipated bypass. If the permittee knows in advance of the need for a bypass, it shall submit prior notice, if possible at least ten days before the date of the bypass.
 - (2) Unanticipated bypass. The permittee shall submit notice of an unanticipated bypass as required in paragraph (12)(f) (24-hour notice).
 - (d) **Prohibition of bypass.**
 - (1) Bypass is prohibited, and the Agency may take enforcement action against a permittee for bypass, unless:
 - (i) Bypass was unavoidable to prevent loss of life, personal injury, or severe property damage;
 - (ii) There were no feasible alternatives to the bypass, such as the use of auxiliary treatment facilities, retention of untreated wastes, or maintenance during normal periods of equipment downtime. This condition is not satisfied if adequate back-up equipment should have been installed in the exercise of reasonable engineering judgment to prevent a bypass which occurred during normal periods of equipment downtime or preventive maintenance; and
 - (iii) The permittee submitted notices as required under paragraph (13)(c).
 - (2) The Agency may approve an anticipated bypass, after considering its adverse effects, if the Agency determines that it will meet the three conditions listed above in paragraph (13)(d)(1).
- (14) **Upset.**
- (a) **Definition.** Upset means an exceptional incident in which there is unintentional and temporary noncompliance with technology based permit effluent limitations because of factors beyond the reasonable control of the permittee. An upset does not include noncompliance to the extent caused by operational error, improperly designed treatment facilities, inadequate treatment facilities, lack of preventive maintenance, or careless or improper operation.
 - (b) **Effect of an upset.** An upset constitutes an affirmative defense to an action brought for noncompliance with such technology based permit effluent limitations if the requirements of paragraph (14)(c) are met. No determination made during administrative review of claims that noncompliance was caused by upset, and before an action for noncompliance, is final administrative action subject to judicial review.
 - (c) **Conditions necessary for a demonstration of upset.** A permittee who wishes to establish the affirmative defense of upset shall demonstrate, through properly signed, contemporaneous operating logs, or other relevant evidence that:
 - (1) An upset occurred and that the permittee can identify the cause(s) of the upset;
 - (2) The permitted facility was at the time being properly operated; and
 - (3) The permittee submitted notice of the upset as required in paragraph (12)(f)(2) (24-hour notice).
 - (4) The permittee complied with any remedial measures required under paragraph (4).
 - (d) **Burden of proof.** In any enforcement proceeding the permittee seeking to establish the occurrence of an upset has the burden of proof.
- (15) **Transfer of permits.** Permits may be transferred by modification or automatic transfer as described below:
- (a) **Transfers by modification.** Except as provided in paragraph (b), a permit may be transferred by the permittee to a new owner or operator only if the permit has been modified or revoked and reissued pursuant to 40 CFR 122.62 (b) (2), or a minor modification made pursuant to 40 CFR 122.63 (d), to identify the new permittee and incorporate such other requirements as may be necessary under the Clean Water Act.
 - (b) **Automatic transfers.** As an alternative to transfers under paragraph (a), any NPDES permit may be automatically transferred to a new permittee if:

- (1) The current permittee notifies the Agency at least 30 days in advance of the proposed transfer date;
 - (2) The notice includes a written agreement between the existing and new permittees containing a specified date for transfer of permit responsibility, coverage and liability between the existing and new permittees; and
 - (3) The Agency does not notify the existing permittee and the proposed new permittee of its intent to modify or revoke and reissue the permit. If this notice is not received, the transfer is effective on the date specified in the agreement.
- (16) All manufacturing, commercial, mining, and silvicultural dischargers must notify the Agency as soon as they know or have reason to believe:
- (a) That any activity has occurred or will occur which would result in the discharge of any toxic pollutant identified under Section 307 of the Clean Water Act which is not limited in the permit, if that discharge will exceed the highest of the following notification levels:
 - (1) One hundred micrograms per liter (100 ug/l);
 - (2) Two hundred micrograms per liter (200 ug/l) for acrolein and acrylonitrile; five hundred micrograms per liter (500 ug/l) for 2,4-dinitrophenol and for 2-methyl-4,6 dinitrophenol; and one milligram per liter (1 mg/l) for antimony.
 - (3) Five (5) times the maximum concentration value reported for that pollutant in the NPDES permit application; or
 - (4) The level established by the Agency in this permit.
 - (b) That they have begun or expect to begin to use or manufacture as an intermediate or final product or byproduct any toxic pollutant which was not reported in the NPDES permit application.
- (17) All Publicly Owned Treatment Works (POTWs) must provide adequate notice to the Agency of the following:
- (a) Any new introduction of pollutants into that POTW from an indirect discharge which would be subject to Sections 301 or 306 of the Clean Water Act if it were directly discharging those pollutants; and
 - (b) Any substantial change in the volume or character of pollutants being introduced into that POTW by a source introducing pollutants into the POTW at the time of issuance of the permit.
 - (c) For purposes of this paragraph, adequate notice shall include information on (i) the quality and quantity of effluent introduced into the POTW, and (ii) any anticipated impact of the change on the quantity or quality of effluent to be discharged from the POTW.
- (18) If the permit is issued to a publicly owned or publicly regulated treatment works, the permittee shall require any industrial user of such treatment works to comply with federal requirements concerning:
- (a) User charges pursuant to Section 204 (b) of the Clean Water Act, and applicable regulations appearing in 40 CFR 35;
 - (b) Toxic pollutant effluent standards and pretreatment standards pursuant to Section 307 of the Clean Water Act; and
 - (c) Inspection, monitoring and entry pursuant to Section 308 of the Clean Water Act.
- (19) If an applicable standard or limitation is promulgated under Section 301(b)(2)(C) and (D), 304(b)(2), or 307(a)(2) and that effluent standard or limitation is more stringent than any effluent limitation in the permit, or controls a pollutant not limited in the permit, the permit shall be promptly modified or revoked, and reissued to conform to that effluent standard or limitation.
 - (20) Any authorization to construct issued to the permittee pursuant to 35 Ill. Adm. Code 309.154 is hereby incorporated by reference as a condition of this permit.
 - (21) The permittee shall not make any false statement, representation or certification in any application, record, report, plan or other document submitted to the Agency or the USEPA, or required to be maintained under this permit.
 - (22) The Clean Water Act provides that any person who violates a permit condition implementing Sections 301, 302, 306, 307, 308, 318, or 405 of the Clean Water Act is subject to a civil penalty not to exceed \$25,000 per day of such violation. Any person who willfully or negligently violates permit conditions implementing Sections 301, 302, 306, 307, 308, 318 or 405 of the Clean Water Act is subject to a fine of not less than \$2,500 nor more than \$25,000 per day of violation, or by imprisonment for not more than one year, or both. Additional penalties for violating these sections of the Clean Water Act are identified in 40 CFR 122.41 (a)(2) and (3).
 - (23) The Clean Water Act provides that any person who falsifies, tampers with, or knowingly renders inaccurate any monitoring device or method required to be maintained under this permit shall, upon conviction, be punished by a fine of not more than \$10,000, or by imprisonment for not more than 2 years, or both. If a conviction of a person is for a violation committed after a first conviction of such person under this paragraph, punishment is a fine of not more than \$20,000 per day of violation, or by imprisonment of not more than 4 years, or both.
 - (24) The Clean Water Act provides that any person who knowingly makes any false statement, representation, or certification in any record or other document submitted or required to be maintained under this permit, including monitoring reports or reports of compliance or non-compliance shall, upon conviction, be punished by a fine of not more than \$10,000 per violation, or by imprisonment for not more than 6 months per violation, or by both.
 - (25) Collected screening, slurries, sludges, and other solids shall be disposed of in such a manner as to prevent entry of those wastes (or runoff from the wastes) into waters of the State. The proper authorization for such disposal shall be obtained from the Agency and is incorporated as part hereof by reference.
 - (26) In case of conflict between these standard conditions and any other condition(s) included in this permit, the other condition(s) shall govern.
 - (27) The permittee shall comply with, in addition to the requirements of the permit, all applicable provisions of 35 Ill. Adm. Code, Subtitle C, Subtitle D, Subtitle E, and all applicable orders of the Board or any court with jurisdiction.
 - (28) The provisions of this permit are severable, and if any provision of this permit, or the application of any provision of this permit is held invalid, the remaining provisions of this permit shall continue in full force and effect.

(Rev. 7-9-2010 bah)



Reviewed By:	
Legal	<input checked="" type="checkbox"/>
Finance	<input checked="" type="checkbox"/>
Engineer	<input checked="" type="checkbox"/>
City Administrator	<input checked="" type="checkbox"/>
Human Resources	<input type="checkbox"/>
Community Development	<input type="checkbox"/>
Police	<input type="checkbox"/>
Public Works	<input checked="" type="checkbox"/>
Parks and Recreation	<input type="checkbox"/>

Agenda Item Number

NB # 8

Tracking Number

PW 2016-60

Agenda Item Summary Memo

Title: City Hall Rear Parking Lot Proposal

Meeting and Date: Public Works – August 16, 2016

Synopsis: See attached memo.

Council Action Previously Taken:

Date of Action: N/A Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Direction

Submitted by: Bart Olson Administration
Name Department

Agenda Item Notes:

Bart Olson

To: Bart Olson
Cc: 'ggolinski@yorkville.il.us'; Eric Dhuse; 'Brad Sanderson'; Rob Fredrickson; Tim Evans
Subject: RE: YHSA Parking Lot Resurfacing Proposal

Hello all (elected officials blindcopied),

Individual members of the school board may be reaching out to you individually to discuss the following proposal.

The school board has been planning on paving the parking lot between the football field and city hall for the past few years. They had tendered an offer to staff to pave the entire City and school parking lot, but staff does not recommend it at this time.

Their original offer was to agree to pave the entire parking lot at school district cost, in exchange for us deeding the northern half of the parking lot and the northern endzone of the football field to them (both areas are owned by the City). The Mayor and I met with school district leadership and suggested that the two issues should be handled separately; that we could entertain cleaning up the football field ownership issues later and determine whether we need to pay for our portion of the parking lot paving now.

The school district bid out their portion of the parking lot with our portion as an add on. They provided us with our estimated cost of \$41,000 which Brad and Eric reviewed. The bid results through the school district were in line with what we've seen elsewhere, but staff didn't recommend the projects due to other in-town priorities. In short, if the City Council felt that we had \$41,000 to allocate to paving there would be many other areas in town to recommend first. Also, the majority of the use the City's half of the parking lot is for school purposes, and we feel that the school district should offset our paving cost somewhat.

As mentioned above, Dean Romano had placed this on last night's school board meeting and was ready to approve their contract contingent upon future approval of our contract by City Council. He ended up tabling that when I mentioned that I didn't recommend we repave our section this year.

Please give me a call if you have any questions.

Thanks,

Bart Olson, ICMA-CM
City Administrator
United City of Yorkville
630-553-8537 direct
630-553-4350 City Hall
630-308-0582 cell
bolson@yorkville.il.us
City of Yorkville 2.0: [Facebook](#), [Twitter](#), and [YouTube](#)

From: Dean Romano [<mailto:dromano@y115.org>]
Sent: Thursday, July 07, 2016 5:16 PM
To: Bart Olson; Gary Golinski
Cc: Tim Shimp - Superintendent; Dave Dockstader; Brian DeBolt; Patrick Browne
Subject: YHSA Parking Lot Resurfacing Proposal

Good afternoon gentlemen,

Please find attached a formal proposal regarding the Resurfacing Project. It is planned that we will present it to our Board for approval on July 18th, pending your feedback. We were very excited to see the aggressive pricing that was presented to us and feel we found a very win-win solution for all parties.

We look forward to following following up. Bart, can we connect briefly tomorrow?

Have a great evening,

-Dean

Dean Romano

Assistant Superintendent for Finance & Operations / CSBO

Yorkville Community Unit School District 115

602 Center Parkway – Suite A

Yorkville, IL 60560

Office: 630-553-4382

Fax: 630-553-4398

dromano@y115.org



YORKVILLE COMMUNITY UNIT SCHOOL DISTRICT 115

602 CENTER PARKWAY, SUITE A.
YORKVILLE, ILLINOIS 60560-0579
PHONE: (630) 553-4382 • FAX (630) 553-4398

July 7, 2016

Mr. Bart Olson
City Administrator
800 Game Farm Road
Yorkville, IL 60560

Re: Parking Lot Resurfacing Proposal

Dear Mr. Olson,

On July 5, 2016, the School District publicly opened bids to resurface the asphalt parking lots generally located behind the library, police station and High School Academy. A drawing by Concept 3 has been enclosed to more clearly identify the improvement areas. The result of the bid opening appears to be favorable pricing compared to the budget, which was developed from previous estimates. A copy of the bid tabulation has also been enclosed for your use.

It is my intention to seek approval from the Board of Education to proceed with the work on School District property at the July 18th Board meeting.

The School District has an interest in seeing the improvements made to the City portion of the parking lot identified in this projects scope. The District also has an interest to ensure continuity of program delivery, through acquisition of the parcel of land which currently divides the Stadium in two. On the third enclosure you will find an exhibit prepared by RB & Associates Consulting, Inc. On this exhibit, the boundary lines have been redrawn to show three new parcels.

The District proposes that we would make the asphalt improvements to the City owned portion of the parking lot, in exchange for title to the land on two of the three parcels identified in the enclosed exhibit. Specifically, we would like the parking lot behind the library (0.8135 AC) and the northern portion of the stadium (2.0811 AC).

I would appreciate the opportunity to discuss the matter with you as soon as possible. I can be reached at 630.553.4382.

Sincerely,

A handwritten signature in blue ink that reads "Dean Romano".

Dean Romano
Chief Operating Officer

Enclosure

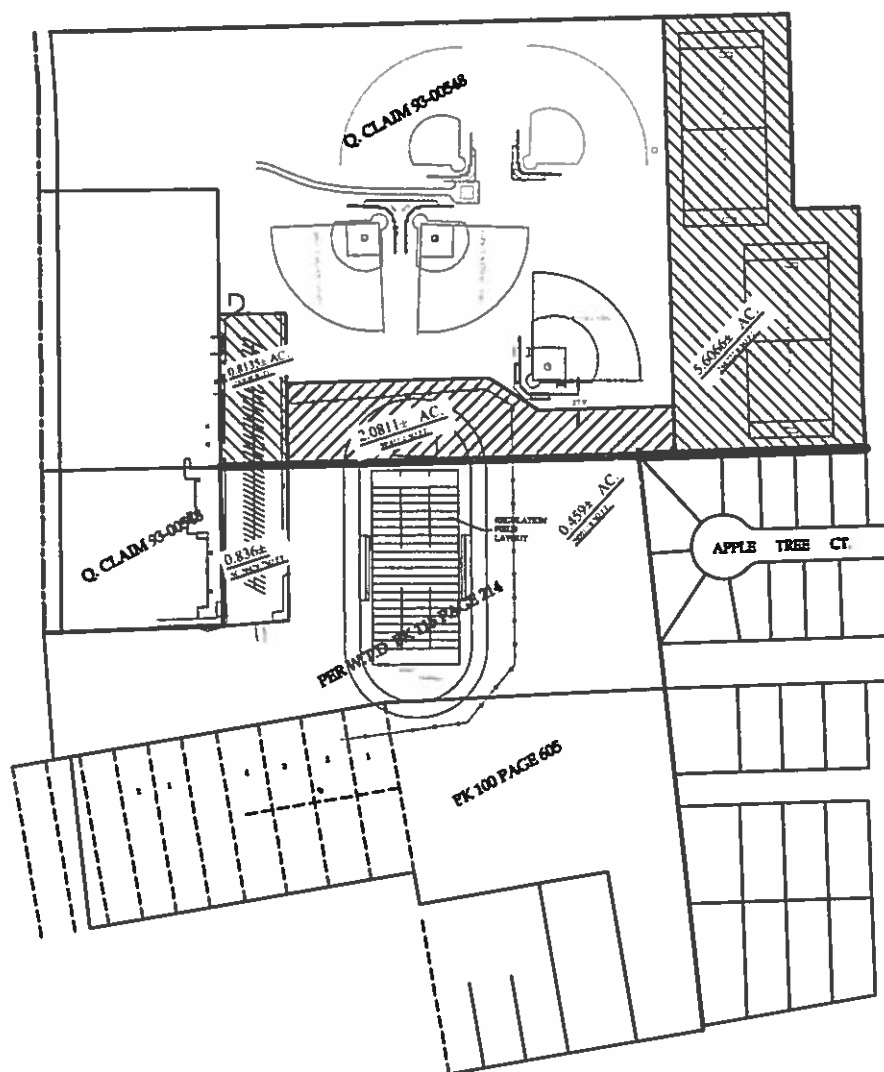
2016 Asphalt Paving Work - Yorkville High School Academy

Bid Tab

July 5, 2016 @ 1:00 pm

Contractor	Bid Bond	Base Bid	Alternate No. 1	Alternate No. 2	Alternate No. 3	Total of all	Y115 only	City Only
		<i>South Lot & Drive Paving</i>	<i>North Parking Lot</i>	<i>South Lot Striping</i>	<i>North Lot Striping</i>			
Abbey Paving	Included	\$ 105,000.00	\$ 51,710.00	\$ 3,975.00	\$ 2,215.00	\$ 162,900.00	\$ 108,975.00	\$ 53,925.00
Bulder's Paving	Included	\$ 83,000.00	\$ 40,000.00	\$ 4,000.00	\$ 1,400.00	\$ 128,400.00	\$ 87,000.00	\$ 41,400.00
D Construction	Included	\$ 130,000.00	\$ 70,000.00	\$ 6,000.00	\$ 3,000.00	\$ 209,000.00	\$ 136,000.00	\$ 73,000.00
Geneva Construction	Included	\$ 81,900.00	\$ 42,880.00	\$ 2,900.00	\$ 1,200.00	\$ 128,880.00	\$ 84,800.00	\$ 44,080.00
Lite Construction		No Bid						
S&K Excavating		No Bid						

YORKVILLE SCHOOL DIST. EXHIBIT





Reviewed By:	
Legal	<input checked="" type="checkbox"/>
Finance	<input checked="" type="checkbox"/>
Engineer	<input type="checkbox"/>
City Administrator	<input checked="" type="checkbox"/>
Human Resources	<input type="checkbox"/>
Community Development	<input type="checkbox"/>
Police	<input type="checkbox"/>
Public Works	<input checked="" type="checkbox"/>
Parks and Recreation	<input type="checkbox"/>

Agenda Item Number

NB #9

Tracking Number

PW 2016-61

Agenda Item Summary Memo

Title: Solid waste collection RFP

Meeting and Date: Public Works Committee – August 16, 2016

Synopsis: See attached memo.

Council Action Previously Taken:

Date of Action: N/A Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Direction

Submitted by: Bart Olson Administration
Name Department

Agenda Item Notes:



Memorandum

To: City Council
From: Bart Olson, City Administrator
CC:
Date: August 11, 2016
Subject: Solid Waste Franchise Agreement RFP

Summary

Review of solid waste collection services, in anticipation of an RFP.

Background

The City's current solid waste collection agreement is set to expire in April 2017. Within the agreement is an option to extend the contract for a two-year term, as long as those terms are negotiated 120 days prior to the end of the term. The City has until December 31, 2016 to decide whether it wants to extend the current contract (and negotiate with Advanced Disposal individually), or submit a new RFP for the service.

The current solid waste collection agreement is set in the form of an RFP. Staff is seeking direction on the current solid waste collection services, and a proposal to add a mandatory service and an opt-in additional service, as narrated below.

The current solid waste collection plan

For one monthly fee (escalates throughout the contract), residents receive:

- 1) Two wheeled toters; one for recycling and one for recycling, in 33 gallon, 64 gallon, or 96 gallon sizes
- 2) Pickup of those toters once per week
- 3) The ability to change the size of either toter at anytime
- 4) The ability to dispose of additional items in excess of the refuse placed in the toter, for \$1 per unit
 - a. Disposal units are defined as:
 - i. Refuse that fits in a 33 gallon container
 - ii. Refuse or debris bundled together that does not exceed three feet in diameter, six feet in length and 50 pounds in weight.
 - iii. Any one miscellaneous or odd-shaped item that does not exceed 50 pounds in weight.
- 5) The ability to dispose of one "bulk" item per week
 - a. Bulk items are defined as:
 - i. Discarded large household appliances, including freezers, stoves, trash compactors, washers, dryers, pianos, organs, tables, chairs, mattresses, box springs, sofas, etc. White goods (refridgerators) and electronic goods (TVs) are specifically excluded from this definition.
- 6) Unlimited yard waste collection every week between the first collection day in April to the last collection day in November.

- a. Yard-waste, in a kraft paper bag that does not exceed 33 gallons in capacity and 50 pounds in weight
 - b. Bundles of brush that does not exceed 2 feet in diameter, 4 feet in length, and 50 pounds in weight
- 7) Curbside Christmas tree collection during the first two weeks in January of each year.
 - 8) Two amnesty days per year (one in spring, one in fall), which allow an unlimited amount of refuse, bulk items, white goods, and up to 4 car tires per house.
 - 9) Refuse collection and recycling at all City facilities, with the City having the discretion to change container sizes and facilities.
 - 10) Refuse and recycling collection, and portable toilets at Hometown Days, the 4th of July parade, and other special events.
 - 11) Delayed pickups during the weeks that contain New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

This program has been generally the same since 2007. Prices per month for this service have been:

FY 2008	\$19.10
FY 2009	\$19.67
FY 2010	\$20.26
FY 2011	\$20.87
FY 2012	\$21.50
FY 2013	\$17.10 – City went out to RFP for service
FY 2014	\$17.61
FY 2015	\$18.14
FY 2016	\$18.69
FY 2017	\$19.25

RFP vs. Single Source Negotiation

Oswego's contract was up in April 2017, and it was contemplated back in 2012 that the two communities would go out to joint RFP. However, Oswego decided to renegotiate their contract with their existing hauler and add in curbside, on-demand electronics pickup and opt-in food composting. Oswego was also able to negotiate a freeze in their FY 2017 rates, but their rates are still comparable with Yorkville's for different service. For instance, Oswego's yard-waste program requires a \$1 sticker for every bundle or bag; Yorkville's is included within the monthly fee. Oswego's program requires the residents to buy the toters from the vendor for between \$54 and \$66 per toter; Yorkville's is included within the monthly fee.

Because Oswego was able to get a slightly reduced price and add a service through negotiation, and we were successful in getting a significant reduction the last time we did an RFP, I'm optimistic we can receive better bids through an RFP than a single negotiation.

Additional Services

Theoretically, Oswego's hauler agreed to add on-demand, curbside electronics recycling for no additional fee to the user or to the City. We've heard from other haulers that the value of electronics recycling is around \$1 per user per month. Given that we would have multiple companies bidding on the service, I'm optimistic we can add on-demand, curbside electronics recycling for minimal cost. Oswego's contract with electronics recycling language is attached; in summary, the resident calls the

hauler to schedule a pickup, the resident puts the equipment at the curb during the pickup time, and the hauler takes it away for no fee. This is a significant service improvement compared to the City's current electronic recycling week, and the past open ended electronics recycling drop off at Public Works.

One of the other trends in refuse collection is composting pickup. Composting diverts food-waste from landfills and produces a good byproduct used in soil fertilization. Oak Park was one of the first communities to offer an opt-in composting program, and Oswego modeled their program after Oak Park's. Residents in Oswego who opt-in to a composting program get a third toter for food scraps and other compostable material which gets picked up every week. The cost of that program is \$120 per year.

Recommendation

Staff recommends going out to RFP. We recommend keeping the refuse, recycling, and yard-waste services in the contract the same as the last contract. We recommend adding in on-demand, curbside electronics recycling as a mandatory service for the bids. We recommend requesting bids for an opt-in composting program, similar to Oswego's. If the committee agrees with the previous recommendations, we would bring the RFP document back to the Public Works Committee in September.

**FIRST AMENDMENT
TO
EXCLUSIVE AGREEMENT
FOR COLLECTION AND DISPOSAL OF
RESIDENTIAL MUNICIPAL WASTE, LANDSCAPE WASTE
AND RECYCLABLE MATERIALS**

THIS AMENDMENT TO EXCLUSIVE AGREEMENT FOR COLLECTION AND DISPOSAL OF RESIDENTIAL MUNICIPAL WASTE, LANDSCAPE WASTE AND RECYCLABLE MATERIALS (the "AMENDMENT") is made as of this ____ day of _____, 2016, by and between the Village of Oswego, an Illinois home rule municipal corporation (the "VILLAGE"), and Groot Industries, Inc., an Illinois corporation (the "CONTRACTOR").

PREAMBLES:

- A. On June 5, 2012, the VILLAGE and the CONTRACTOR entered into an Exclusive Agreement for Collection and Disposal of Residential Municipal Waste, Landscape Waste and Recyclable Materials (the "ORIGINAL AGREEMENT").
- B. The VILLAGE and the CONTRACTOR each desire to enter into this First Amendment to the Exclusive Agreement for Collection and Disposal of Residential Municipal Waste, Landscape Waste and Recyclable Materials (the "FIRST AMENDMENT").
- C. The ORIGINAL AGREEMENT and the FIRST AMENDMENT are collectively called the "AGREEMENT."

NOW, THEREFORE, it is mutually understood and agreed by and between the VILLAGE and the CONTRACTOR as follows:

- 1. Section 4 of the ORIGINAL AGREEMENT is hereby deleted and replaced with the following provision:

“Term. This AGREEMENT shall begin May 1, 2016 and shall remain in full force and effect under 11:59 p.m. on April 30, 2022. At the expiration of this term, if deemed in the best interest of both parties, the VILLAGE and CONTRACTOR may mutually agree to extend this AGREEMENT for an additional term of up to five years. The initial term, and any extension, is subject to the VILLAGE’S right to terminate this AGREEMENT as set forth below.”

2. Section III, DETAILED SPECIFICATIONS (33.1 Definitions) of the ORIGINAL AGREEMENT is hereby amended to include the following definition of Electronic Waste:

“Electronic Waste. Shall mean electronic items banned from Illinois landfills by State Law. These items include, but are not limited to, Televisions, Monitors, Printers, Computers (laptop, notebook, netbook, tablet, desktop), Electronic Keyboards, Facsimile Machines, Videocassette Recorders, Portable Digital Music Players, Digital Video Disc, Players, Video Game Consoles, Small Scale Servers, Scanners, Electronic Mice, Digital Converter Boxes, Cable Receivers, Satellite Receivers, Digital Video Disc Recorders, Cell Phones, Portable Digital Assistant (PDA), Computer Cable, Zip Drive.”

3. Section III, DETAILED SPECIFICATIONS (Section 33.1 under Definitions) of the ORIGINAL AGREEMENT regarding the definition of Yard Waste is hereby deleted and replaced by the following:

“Yard Waste. Shall mean grass clippings, leaves, branches and brush, other yard waste garden trimmings, vines, garden plants and flowers, weeds tree droppings (for example: pine cones and crabapples), and other similar organic waste materials accumulated as the result of the cultivation and maintenance of lawns, shrubbery, vines, trees and gardens. Sod, dirt, Christmas trees, and greenery from wreathes and garlands shall not be considered yard-waste and shall be disposed of as refuse, unless the composting facility will accept it. For those residents participating in the yard waste subscription cart program this definition shall include biodegradable food waste including fruits vegetables, breads, grains, pastas, cereal, dairy (no liquids), eggshells, coffee grounds and tea leaves. Food waste not permitted for collection include glass, plastics, Styrofoam, diapers, pet litter, liquids, grease or oils, meats, poultry, seafood and paper products.”

4. Section III, DETAILED SPECIFICATIONS (Section 34.3 under the DESCRIPTION OF THE BASE SOLID WASTE PROGRAM) of the ORIGINAL AGREEMENT regarding Bulk Items is hereby deleted and replaced by the following:

"Bulk items as herein defined, are considered subject to collection by the CONTRACTOR, ACCORDING TO THE TERMS AND DEFINITIONS OF THIS CONTRACT. Residents with additional material, home improvement projects or material as a result of an eviction may contract separately with the CONTRACTOR for an agreed upon rate. The CONTRACTOR will make available 6, 10, 15, 20, and 30 cubic yard containers for this purpose."

-Individual residents will be responsible for contacting the CONTRACTOR to make payment and logistics arrangements for the collection of bulk items, excluding the two (2) amnesty days as described in Section 44.1.

5. Section III, DETAILED SPECIFICATIONS (Section 42.1 under YARD-WASTE/BUNDLED BRUSH COLLECTION) of the ORIGINAL AGREEMENT regarding Yard-waste collection programs is hereby deleted and replaced by the following:

"Yard-waste Sticker Program. As a part of yard-waste collection, all eligible households located within the VILLAGE'S corporate boundaries shall be provided weekly yard-waste and bundled brush collection. All yard waste materials must be placed in "Kraft" paper bags designed and sold specifically for the collection and disposal of yard waste. Each "Kraft" paper bag will have a yard waste sticker attached prior to collection. All bundled brush must not exceed four (4) foot length, with each individual bundle not to exceed excess weight of fifty (50) pounds. Resident customers placing bundled brush out for collection will be required to bundle brush with biodegradable natural fiber twine (plastic or wire is prohibited). Each bundled brush will have a yard waste sticker attached prior to collection. Yard-waste and Bundled brush will be collected on regular refuse service days during the yearly period of time established, (April 1st through the last collection day in November). There will be two (2) amnesty days in a calendar year as described in Section 44.1 of this contract when unlimited yard waste and bundled brush will be collected at no charge to resident.

Yard-waste Subscription Program. As an alternate to the sticker program listed above, residents may participate in a cart subscription program that would allow yard waste and, unlike the sticker program, organic material/food scraps to be commingled.

Service would include a 95 gallon cart designated for yard waste and organics collected weekly at the curb during the yard waste season. Residents that elect to participate will be billed on a seasonal basis at the rate outlined in Appendix 1.

6. Section III, DETAILED SPECIFICATIONS (Section 43 under RECYCLABLE MATERIAL PROGRAM) of the ORIGINAL AGREEMENT is hereby amended to include the following:

“43.12. The CONTRACTOR shall allow for the collection of Electronic Waste as defined herein. Residents must contact the CONTRACTOR to schedule a date and time for collection. There shall be no cost associated with this service. All Electronic Waste shall be placed at the curb. Items that require more than one person to collect may require an additional fee as determined by the CONTRACTOR.”

7. Section III, DETAILED SPECIFICATIONS (Section 53 under RATES AND SPECIAL RATES) of the ORIGINAL AGREEMENT is hereby deleted and replaced by the following:

“53.1. For any services required to be performed under this AGREEMENT, the charge shall not exceed the rates and increases set forth in Appendix 1 attached hereto and made a part hereof. For items not otherwise provided for by this AGREEMENT, and requiring special handling due to size, weight, type of material or method of placement, the charges are to be negotiated between the CONTRACTOR and the resident customer for collection and disposal into a landfill or processing facility.”

8. Section III, DETAILED SPECIFICATIONS (Section 70 under TERM OF CONTRACT) of the ORIGINAL AGREEMENT is hereby deleted and replaced by the following:

“This AGREEMENT shall begin May 1, 2016 and shall remain in full force and effect under 11:59 p.m. on April 30, 2022. At the expiration of this term, if deemed in the best interest of both parties, the VILLAGE and CONTRACTOR may mutually agree to extend this AGREEMENT for an additional term of up to five years. The initial term, and any extension, is subject to the VILLAGE’S right to terminate this AGREEMENT as set forth below.”

9. Appendix 1 (GENERAL PRICE QUOTATION SHEET) of the ORIGINAL AGREEMENT is hereby deleted and replaced by the following:

**APPENDIX 1 GENERAL PRICE
QUOTATION SHEET**

<u>Charges</u>	<u>5/1/2016 to 4/30/2017</u>
Refuse Collection Monthly	Residential: \$19.20 Senior: \$15.36
Yard Waste Subscription Program (April- Last Collection Day in November)	\$120.00 per season
35 Gallon Tote Purchase	\$54.11
65 Gallon Tote Purchase	\$60.47
95 Gallon Tote Purchase	\$66.84
Tote Monthly Rental Fee	\$2.00
White Goods per Item Charge	\$35.00
Village Roll-off Charge per ton for Landscape Waste and Street Sweeping	\$57.50

The prices to which the Contractor is entitled under the General Price Quotation Sheet referenced above shall be increased on May 1, 2017, and on each twelve month anniversary date thereafter. Said adjustment shall be equal to the percentage increase in the United States Bureau of Labor Statistics Consumer Price Index – All Urban Consumers (Garbage and trash collection CUR0000SEHG02) for the last full calendar year; provided, however, that in no event shall the percentage increase in the prices on any adjustment be less than two (2%) percent or more than four (4%) percent over the prior period's prices.

April 1 – Last collection day in November	2016 Season	2017 Season	2018 Season	2019 Season	2020 Season	2021 Season
Yard Waste Sticker Fee	\$1.00	\$1.50	\$1.75	\$2.00	\$2.25	\$2.50

10. Except as herein specifically amended, the terms and conditions of the ORIGINAL AGREEMENT shall remain in full force and effect.

The AGREEMENT is hereby ratified and confirmed by the VILLAGE and the CONTRACTOR as amended herein. This FIRST AMENDMENT may be executed in multiple counterparts, each of which shall be deemed to be an original.

IN WITNESS WHEREOF, the Parties have entered into this FIRST AMENDMENT the date and year first above written.

Attest:

GROOT INDUSTRIES, INC.

By: _____

By: _____

Title: _____

Title: _____

Date of signing: _____, 2013

Attest:

VILLAGE OF OSWEGO

By: _____

By: _____

Title: _____

Title: _____

Date of signing: _____, 2013

Resolution No. 2012- 20

**A RESOLUTION APPROVING A CONTRACT FOR GARBAGE, REFUSE,
RECYCLING AND YARD WASTE COLLECTION SERVICES WITH
VEOLIA ES SOLID WASTE MIDWEST, LLC**

WHEREAS, the United City of Yorkville (the “City”) is a duly organized and validly existing non home-rule municipality created in accordance with the Constitution of the State of Illinois of 1970 and the laws of the State; and,

WHEREAS, the City issued a Request for Proposal for solid waste and recyclable collection services; and,

WHEREAS, the City received Requests for Proposals and reviewed said proposals to determine the proposal that is in the best interest of the City; and,

WHEREAS, the City Council has determined that to enter into a contract with Veolia ES Solid Waste Midwest, LLC as further described herein and attached hereto is in the best interest of the City.

NOW THEREFORE, BE IT RESOLVED, by the City Council of the United City of Yorkville, Kendall County, Illinois, as follows:

Section 1. That the ***CONTRACT FOR GARBAGE, REFUSE, RECYCLING AND YARD WASTE COLLECTION*** attached hereto as Exhibit A and made a part hereof by reference, is hereby approved, and Gary J. Golinski, Mayor, and Beth Warren, City Clerk, be and are hereby authorized to execute said Contract on behalf of the United City of Yorkville.

Section 2. This Resolution shall be in full force and effect upon its passage and approval as provided by law.

Passed by the City Council of the United City of Yorkville, Kendall County,
Illinois this 24 day of July, A.D. 2012.

Beth Warren
CITY CLERK

ROSE ANN SPEARS

Y

DIANE TEELING

Y

GEORGE GILSON JR.

Y

JACKIE MILSCHEWSKI

Y

CARLO COLOSIMO

Y

MARTY MUNNS

Y

CHRIS FUNKHOUSER

Y

LARRY KOT

Y

Approved by me, as Mayor of the United City of Yorkville, Kendall County,
Illinois, this 26 day of JULY 2012.

Vary J. Volinski
MAYOR

UNITED CITY OF YORKVILLE

**CONTRACT FOR GARBAGE, REFUSE, RECYCLING AND
YARD WASTE COLLECTION**

THIS CONTRACT made this 4th day of September, 2012, by and between the United City of Yorkville, an Illinois municipal corporation hereinafter called the "City" and Veolia ES Solid Waste Midwest, LLC, located at 1660 Hubbard Avenue, 2nd Floor, Batavia, Illinois, 60510, hereinafter called the "Contractor".

WITNESSETH:

WHEREAS, the City issued a Request for Proposal for solid waste and recyclable collection services; and,

WHEREAS, the City received Requests for Proposals and reviewed said proposals to determine the proposal that is in the best interest of the City; and,

WHEREAS, the City Council has determined that to enter into a contract with Veolia ES Solid Waste Midwest, LLC as further described herein and attached hereto is in the best interest of the City.

NOW, THEREFORE, for and in consideration of their mutual promises and agreements, the parties hereto do hereby agree as follows:

1. The Contractor agrees to furnish all materials, supplies, tools, equipment, labor and other services necessary to commence and complete the City's request for garbage, refuse, recycling and yard waste collection services in accordance with the terms and conditions stated in the:

REQUEST FOR PROPOSALS, TERMS & CONDITIONS, DETAILED SPECIFICATIONS, and their attachments including Vendor W-9 Request Form, Proposer's Certification, Appendix 1 - General Price Quotation Sheet, Appendix 2 - Required Recyclables to be Collected, Appendix 4 – Schedule of Illinois Municipalities Served, Appendix 5 – Location of Disposal Facilities, Appendix 6 – Contractor Qualifications, Exhibit A – Solid Waste Collection Day Map, Exhibit B – Services for Municipal and Public Facilities, RFP Narrative, Amended Certificates of Liability Insurance, Residential Single Stream Recyclable Materials Accepted By Resource Management and Corporate Overview and Capabilities attached hereto and made a part hereof as Exhibit 1 except as amended hereinafter in this Contract.

2. Appendix 1, General Price Quotation Sheet, is clarified by selecting "Yorkville Option A only" as the Plan Description.

3. Section 23.1 of the Request for Proposals is clarified that the prices quoted are for billing to the City directly and not each individual resident.
4. Section 10.1 is clarified that the indemnification shall be limited to the extent such damages or injuries are caused by the negligence or willful misconduct of Contractor.
5. Section 78.2 is amended to read as follows:

STRIKES/FORCE MAJEURE: The Contractor shall be required to file proof with the City Administrator or his designee that it has a “no strike” provision for the duration of all collective bargaining agreements with its workers. Upon execution of any new agreement, the Contractor shall forward to the City Administrator within thirty (30) days thereafter, proof that said agreement also contains a “no strike” clause. In the event of a labor related strike or picketing by Contractor’s employees, the Contractor shall exert commercially reasonable efforts to ensure the continuation of its contracted collection services to the City.

In the event that the Contractor shall fail to collect, remove and properly dispose of the waste in accordance with the terms of this contract, for a period of five (5) business days or more, the City, may, at its option, cause such waste to be collected and disposed of by any reasonable means available to the City, and the cost thereof may be charged against the Contractor and the performance bond furnished by the Contractor. The foregoing option shall not be available to the City if the Contractor's failure so to collect and remove waste for the period was due to unusual weather conditions, or some other "act of God," which rendered such collection and removal impossible to perform. The Contractor shall not be liable for the failure to perform its duties if such failure was caused by a catastrophe, riot, war, government order or regulation, fire, accident or any similar contingency beyond the reasonable control of the Contractor. "Act of God" does not include any strike, sympathy strike, slowdown, sit-down, stoppage of work, refusal to perform overtime, mass absenteeism, refusal to cross a picket line or any other similar concerted action or intentional interruption or disruption of the operations of the Contractor by Contractor's own employees (the foregoing collectively referred to as "labor dispute"), provided, however, that in the event that the City exercises its option under this Article to collect and dispose of waste by other reasonable means because of the Contractor's failure to perform due to a labor dispute, the total amount charged against the Contractor by the City can only be an amount which is in excess of the total amount that the City would have otherwise paid to the Contractor for collection over the duration of the labor dispute. The Contractor shall promptly notify the City in writing of any event covered by this Section and the date, nature and cause thereof. Such notice shall indicate the anticipated extent of such delay and the obligations under this Agreement to be affected thereby.

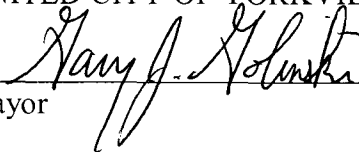
6. Section 43.11 is clarified that materials to be added to the recycling program shall be by mutual consent of the City and Contractor.
7. Appendix 2 is amended by adding that #6 polystyrene will not be included in the recycling program until such time as there is a sustainable market for that material.
8. Section 30.1 (Change Orders) in the RFP proposal is replaced entirely with the following language:
 - a. At any time additional work is necessary or requested, and the not-to-exceed price is increased thereby, any change, addition or price increase must be agreed to in writing by all parties. The appropriate authorizing signature for the City is the City Administrator. Notwithstanding the foregoing, upon petition from the Contractor to the City, the rates may be increased on a pro-rata basis to reflect any increased costs actually incurred by Contractor due to any unforeseen or unusual change or interpretation in law, increased labor costs, increased fuel costs or increased governmental fee, which increase shall be evidenced by empirical documentation reasonably acceptable to the City provided by contractor.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Contract as of the day and year first above written:

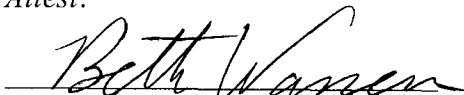
UNITED CITY OF YORKVILLE

By:

Mayor

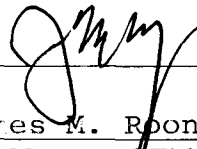


Attest:



City Clerk

CONTRACTOR:

By:


James M. Rooney, Regional VP
Print Name and Title

Attest:


Robert F. Pfister, Municipal
Print Name and Title Marketing Mgr.



SOLID WASTE
CENTRAL REGION

April 09, 2012

Mr. Bart Olson
City Administrator
United City of Yorkville
800 Game Farm Road
Yorkville, Illinois 60560

Re: Response to the Request for Proposal for Yorkville-Oswego Solid Waste Collection Service

Dear Mr. Olson:

Veolia ES Solid Waste Midwest, LLC, ("Veolia") is pleased to submit the attached response to your Request for Proposal for Yorkville-Oswego Solid Waste Collection Service. As an officer of the corporation James M. Rooney, regional Vice President is authorized to sign and submit the attached RFP response. I have also attached the CERTIFICATE OF SECRETARY for your reference. Jay has specific oversight responsibility for our Batavia hauling and transfer station companies that currently provide the hauling and disposal services for the United City of Yorkville and who will be providing the services to the Village of Oswego as well. We feel very fortunate that we have been able to provide the refuse, recycling and yard waste collection services to the City for the past five years. We believe that we understand, better than any other contractor, the service expectation of the City. We are excited at the possibility of bringing that service excellence to the Village of Oswego. If requested, Bob Pfister, Regional Municipal Marketing Manager is available to meet with you or you representatives concerning this RFQ response. Bob's contract information is listed below:

Bob Pfister
Municipal Marketing Manager
Veolia ES Solid Waste Midwest, LLC.
1660 Hubbard Avenue, 2nd Floor
Batavia, Illinois 60510
Phone: (630) 762-7708
Email: bob.pfister@veoliaes.com

I am confident that you will look favorably upon our response that we have provided here. If after reviewing our response, you have any questions or require any additional information, we would be pleased to meet with you to discuss your questions. Thank you for allowing Veolia the opportunity to present this RFP response.

Sincerely,

A handwritten signature in black ink, appearing to read "Robert F. Pfister", written over a horizontal line.

Robert F. Pfister
Municipal Marketing Manager

Veolia ES Solid Waste Midwest, LLC
1660 Hubbard Avenue, 2nd Floor, Batavia, IL 60510
tel: 630-762-8000 | fax: 630-587-1144
www.veoliaes.com

VEOLIA ES SOLID WASTE MIDWEST, LLC

CERTIFICATE OF SECRETARY

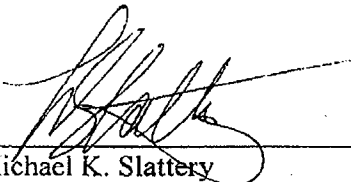
I, Michael K. Slattery, do hereby certify that:

1. I am the duly elected, qualified and acting Secretary of Veolia ES Solid Waste Midwest, LLC, a Wisconsin limited liability company.

2. James Rooney is the Vice President of Veolia ES Solid Waste Midwest, LLC (the "Company") and as such officer he, or any officer of the Company, is authorized, following compliance with appropriate corporate policies and procedures, to prepare, execute and to submit on behalf of the Company, contracts or service agreements (collectively "Contracts"), or any bids for service or requests for proposals ("Bids and RFPs"), and to execute on behalf of the Company any and all documents required to be submitted in connection with such Contracts, Bids or RFPs.

3. The Company is not required to and does not maintain a corporate seal.

IN WITNESS WHEREOF, I have executed this Certificate in my official capacity as of the 4th day of June, 2010.



Michael K. Slattery

Bond No. 854636

Bid Bond

KNOW ALL MEN BY THESE PRESENTS that we Veolia ES Solid Waste Midwest, LLC, 1660 Hubbard Avenue, Batavia, IL 60510 the Principal, and, Evergreen National Indemnity Company, 6140 Parkland Boulevard, Suite 321, Mayfield Heights, OH 44124, the Surety, are hereby bound unto the City of Yorkville, 800 Game Farm Road, Yorkville, IL 60560, the Obligee, in the penal sum of Five Thousand and 00/100 Dollars (\$5,000.00) the payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, by these presents.

WHEREAS, the Principal is herewith submitting a bid or proposal for Residential Refuse, Recycling and Yard Waste Collection.

NOW, THEREFORE, the condition of this obligation is that if the Principal shall be awarded the contract and the Obligee shall so notify the Surety, and if within the period specified in the contract, or if no period be specified, within twenty (20) days after the Principal's receipt of notice of award, the Principal enters into a contract and gives bond for the faithful performance of the contract, then this obligation shall be null and void; otherwise, the Principal and the Surety will pay to the Obligee the difference between the Principal's bid and the next lowest bid; or in the event the Obligee does not award the contract and resubmit the project for bidding, the Principal and the Surety will pay the Obligee an amount equal to the costs of the resubmission including the printing of new contract documents, and advertising, printing, and mailing notices to prospective bidders; but in no event shall the liability hereunder exceed the penal sum hereof; no shall the Surety be obligated to give bond for performance.

If the Obligee makes no award within (90) days of the execution date hereof, then this bond shall be null and void unless extended by written consent of Surety.

No liability of the Surety shall arise hereunder unless and until the Obligee delivers written notice of a claim to the Surety. Said notification must be sent within fifteen (15) days after the alleged breach giving rise to such claim; and no suit under this bond by or for the benefit of the Obligee may be instituted sooner than thirty (30) days or later than ninety (90) days after the Surety receives such notice. Failure to act in accordance with this paragraph shall nullify and void this bond and Surety's obligations hereunder.

Signed, sealed and executed this 9th day of April, 2012.

Veolia ES Solid Waste Midwest, LLC
Principal

By: Henry P. Karlus
Henry P. Karlus, Assistant Treasurer Title

Witness: Heidi J. Poth
Heidi J. Poth

Evergreen National Indemnity Company
Surety

By: Cheryl C. May
Cheryl C. May, Attorney-In-Fact

Witness: Patricia A. Temple
Patricia A. Temple

EVERGREEN NATIONAL INDEMNITY COMPANY
MAYFIELD HEIGHTS, OH
POWER OF ATTORNEY

POWER NO. **854636**

KNOW ALL MEN BY THESE PRESENTS: That the Evergreen National Indemnity Company, a corporation in the State of Ohio does hereby nominate, constitute and appoint: ***CHERYL C. MAY ***

its true and lawful Attorney(s)-In-Fact to make, execute, attest, seal and deliver for and on its behalf, as Surety, and as its act and deed, where required, any and all bonds, undertakings, recognizances and written obligations in the nature thereof.

This Power of Attorney is granted and is signed by facsimile pursuant to the following Resolution adopted by its Board of Directors on the 23rd day of July, 2004:

"RESOLVED, That any two officers of the Company have the authority to make, execute and deliver a Power of Attorney constituting as Attorney(s)-in-fact such persons, firms, or corporations as may be selected from time to time.
FURTHER RESOLVED, that the signatures of such officers and the Seal of the Company may be affixed to any such Power of Attorney or any certificate relating thereto by facsimile; and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company; and any such powers so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached."

IN WITNESS WHEREOF, the Evergreen National Indemnity Company has caused its corporate seal to be affixed hereunto, and these presents to be signed by its duly authorized officers this 1st day of June, 2009.

EVERGREEN NATIONAL INDEMNITY COMPANY



By: Charles D. Hamm Jr.
Charles D. Hamm Jr., President
By: David A. Canzone
David A. Canzone, CFO

Notary Public)
State of Ohio)

SS:

On this 1st day of June, 2009, before the subscriber, a Notary for the State of Ohio, duly commissioned and qualified, personally came Charles D. Hamm, Jr. and David A. Canzone of the Evergreen National Indemnity Company, to me personally known to be the individuals and officers described herein, and who executed the preceding instrument and acknowledged the execution of the same and being by me duly sworn, deposed and said that they are the officers of said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of said Corporation, and that the resolution of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at Columbus, Ohio, the day and year above written.



PENNY M. BURNS
NOTARY PUBLIC
STATE OF OHIO
Comm. Expires
April 04, 2012

Penny M. Burns
Penny M. Burns, Notary Public
My Commission Expires April 4, 2012

State of Ohio)

SS:

I, the undersigned, Secretary of the Evergreen National Indemnity Company, a stock corporation of the State of Ohio, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the Resolution of the Board of Directors, set forth herein above, is now in force.

Signed and sealed in Mayfield Hts, Ohio this 9th day of April 2012



Wan C. Collier
Wan C. Collier, Secretary



WHEREAS,

EVERGREEN NATIONAL INDEMNITY COMPANY

located at
Mayfield Heights, Ohio

has complied with all the requirements of the *"Illinois Insurance Code"* applicable to said Company:

NOW, THEREFORE, I the undersigned, Director of Insurance of the State of Illinois, do hereby authorize the said Company to transact its appropriate business as set forth under clause(s)

(a),(b),(c),(d),(e),(f),(g),(h),(i),(j),(k) of Class 2

(a),(b),(c),(d),(e),(f),(g),(h) of Class 3

of Section 4 of the *"Illinois Insurance Code"* in this State in accordance with the laws thereof, until the 1st day of July, 2012.



IN TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed this Seal.

Done at the City of Springfield, this 1st day of July, 2011.

Jack Messmore

Jack Messmore
Acting Director of Insurance

965154-51



Evergreen National Indemnity Company

Certificate

2010

The following financial information was excerpted from the Statutory Annual Statement filed by Evergreen National Indemnity Company with the Ohio Department of Insurance.

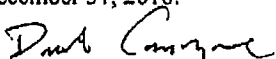
STATEMENT OF INCOME

Direct Written Premium	\$ 34,511,678
Reinsurance Assumed	3,778,653
Reinsurance Ceded	(26,376,556)
Net Written Premium	11,913,775
Change in Unearned	(506,150)
Net Earned Premium	11,407,625
Losses & LAE Incurred	153,725
Net Commission Expense	5,217,563
Other Expenses	3,142,628
Underwriting Gain/ (Loss)	2,893,709
Net Investment Income	1,063,623
Net Realized Capital Gains (Loss)	(1,248,695)
Other Income/ (Expense)	(21)
Income Before FIT	2,708,616
Federal Income Tax	1,397,993
Net Income	1,310,623

BALANCE SHEET

<u>Assets</u>	
Invested Assets	44,434,143
Agent's Balances (net of Reins.)	2,047,712
Reinsurance Recoverable	264,270
Other Assets	763,892
Total Assets	47,510,017
<u>Liabilities & Surplus</u>	
Unearned Premium Reserve	4,918,287
Loss & LAE Reserves	4,056,828
Ceded Reinsurance Payable	3,709,655
Other Liabilities	2,345,769
Total Liabilities	15,030,339
Surplus	32,479,678
Total Liabilities & Surplus	47,510,017

I hereby certify that the above information is that contained in the Statutory Annual Statement filed by Evergreen National Indemnity Company with the Ohio Department of Insurance for the year ending December 31, 2010.


David A. Canzone, Treasurer

April 9, 2012

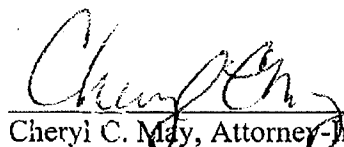
City of Yorkville
800 Game Farm Road
Yorkville, IL 60560

To Whom It May Concern:

We have reviewed the Proposal of Veolia ES Solid Waste Midwest, LLC., for the Residential Refuse, Recycling and Yard Waste Collection. We understand that Proposals will be received on April 9, 2012, for the above project, and wish to advise that should this Proposal be accepted and the Contract awarded to Veolia ES Solid Waste Midwest, LLC., Evergreen National Indemnity Company will provide the required Bond or Bonds.

Evergreen National Indemnity Company is a 570 Circular Treasury Listed company, with an A- A.M. Best Rating and duly licensed to do business in the State of Illinois.

By: Evergreen National Indemnity Company


Cheryl C. May, Attorney-In-Fact.

EVERGREEN NATIONAL INDEMNITY COMPANY
MAYFIELD HEIGHTS, OH
POWER OF ATTORNEY

POWER NO. **Bid Consent**

KNOW ALL MEN BY THESE PRESENTS: That the Evergreen National Indemnity Company, a corporation in the State of Ohio does hereby nominate, constitute and appoint: *** CHERYL C. MAY ***

its true and lawful Attorney(s)-In-Fact to make, execute, attest, seal and deliver for and on its behalf, as Surety, and as its act and deed, where required, any and all bonds, undertakings, recognizances and written obligations in the nature thereof.

This Power of Attorney is granted and is signed by facsimile pursuant to the following Resolution adopted by its Board of Directors on the 23rd day of July, 2004:

"RESOLVED, That any two officers of the Company have the authority to make, execute and deliver a Power of Attorney constituting as Attorney(s)-in-fact such persons, firms, or corporations as may be selected from time to time.

FURTHER RESOLVED, that the signatures of such officers and the Seal of the Company may be affixed to any such Power of Attorney or any certificate relating thereto by facsimile; and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company; and any such powers so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached."

IN WITNESS WHEREOF, the Evergreen National Indemnity Company has caused its corporate seal to be affixed hereunto, and these presents to be signed by its duly authorized officers this 1st day of June, 2009.

EVERGREEN NATIONAL INDEMNITY COMPANY



By: Charles D. Hamm Jr.
Charles D. Hamm Jr., President

By: David A. Canzone
David A. Canzone, CFO

Notary Public)
State of Ohio)

SS:

On this 1st day of June, 2009, before the subscriber, a Notary for the State of Ohio, duly commissioned and qualified, personally came Charles D. Hamm, Jr. and David A. Canzone of the Evergreen National Indemnity Company, to me personally known to be the individuals and officers described herein, and who executed the preceding instrument and acknowledged the execution of the same and being by me duly sworn, deposed and said that they are the officers of said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of said Corporation, and that the resolution of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at Columbus, Ohio, the day and year above written.



PENNY M. BURNS
NOTARY PUBLIC
STATE OF OHIO
Comm. Expires
April 04, 2012

Penny M. Burns
Penny M. Burns, Notary Public
My Commission Expires April 4, 2012

State of Ohio)

SS:

I, the undersigned, Secretary of the Evergreen National Indemnity Company, a stock corporation of the State of Ohio, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the Resolution of the Board of Directors, set forth herein above, is now in force.

Signed and sealed in Mayfield Hts, Ohio this 9th day of April, 2012



Wan C. Collier
Wan C. Collier, Secretary

REQUEST FOR PROPOSAL

Name of Proposing Company: Veolia ES Solid Waste Midwest, LLC

Project Name: Yorkville-Oswego Solid Waste Collection Services

Proposal No.: _____

Proposal Due: Monday, April 9, 2012 @ 3:30 pm

Proposal Opening: Monday, April 9, 2012 @ 3:31 p.m.

Required of All Proposers:

Deposit: Two (2) \$5,000.00 deposits (one for each municipality)

Letter of Capability of Acquiring

Performance Bond: Not Required

Required of Awarded Contractor:

Performance Bond/Letter of Credit: Two (2) \$500,000.00 (one for each municipality)

Certificate of Insurance: Required

Legal Advertisement published: Thursday, March 1, 2012

Date Issued: Monday, March 12, 2012

This document consists of 45 pages.

Return **original** and **two duplicate copies** of proposal along with **one compact disc** with proposal information contained on it in a *.doc (Microsoft Word) or *.pdf (Adobe Acrobat) version in a **sealed envelope** marked with the Proposal Number as noted above to:

BART OLSON
CITY ADMINISTRATOR
UNITED CITY OF YORKVILLE
800 GAME FARM ROAD
YORKVILLE, IL 60560
PHONE: 630-553-4350
FAX: 630-553-7575
www.yorkville.il.us

The UNITED CITY OF YORKVILLE will receive proposals Monday thru Friday, 8:00 A.M. to 4:30 P.M. at City Hall, 800 Game Farm Road, Yorkville, IL 60560.

SPECIFICATIONS MUST BE MET AT THE TIME THE PROPOSAL IS DUE.

Either the Yorkville City Council or the Oswego Village Board reserves the right to accept or reject any and all proposals, to waive technicalities and to accept or reject any item of any proposal.

The documents constituting component parts of this contract are the following:

- I. REQUEST FOR PROPOSALS
- II. TERMS & CONDITIONS
- III. DETAILED SPECIFICATIONS
- IV. PROPOSAL/CONTRACT FORM

DO NOT DETACH ANY PORTION OF THIS DOCUMENT. INVALIDATION COULD RESULT. Proposers MUST submit an original, 2 additional paper copies and one compact disc of the total proposal. Upon formal award of the proposal, the successful Proposer will receive a copy of the executed contract.

I. REQUEST FOR PROPOSALS

1. GENERAL

- 1.1 Notice is hereby given that United City of Yorkville will receive sealed proposals up to Monday, April 9, 2012 at 3:30 p.m.
- 1.2 Proposals will be opened and read aloud in the City Council Chambers at Yorkville City Hall, 800 Game Farm Road, on Monday, April 9, 2012 at 3:31 p.m.
- 1.3 Proposals must be received at the United City of Yorkville by the time and date specified. Proposals received after the specified time and date will not be accepted and will be returned unopened to the Proposer.
- 1.4 Proposal forms shall be sent to the United City of Yorkville, ATTN: Bart Olson, in a sealed envelope marked "SEALED PROPOSAL". The envelope shall be marked with the name of the project, date, and time set for receipt of proposals.
- 1.5 All proposals must be submitted on the forms supplied by the City and signed by a proper official of the company submitting proposal. Telephone, email and fax proposals will not be accepted.
- 1.6 By submitting this proposal, the proposer certifies under penalty of perjury that they have not acted in collusion with any other proposer or potential Proposer.
- 1.7 For purposes of this RFP, all references to the "City" shall mean the United City of Yorkville, and all references to the "Village" shall mean the Village of Oswego.

2. PREPARATION OF PROPOSAL

- 2.1 It is the responsibility of the proposer to carefully examine the specifications and proposal documents and to be familiar with all of the requirements, stipulations, provisions, and conditions surrounding the proposed services.
- 2.2 No oral or telephone interpretations of specifications shall be binding upon the City or the Village. All requests for interpretations or clarifications shall be made in writing and received by the City of Yorkville at least five (5) business days prior to the date set for receipt of proposals. All changes or interpretations of the specifications shall be made by the City of Yorkville in a written addendum to our proposer's of record.
- 2.3 In case of error in the extension of prices in the proposal, the hourly rate or unit price will govern. In case of discrepancy in the price between the written and numerical amounts, the written amount will govern.
- 2.4 All costs incurred in the preparation, submission, and/or presentation of any proposal including any proposer's travel or personal expenses shall be the sole responsibility of the proposer and will not be reimbursed by the City nor the Village.
- 2.5 The proposer hereby affirms and states that the prices quoted herein constitute the total cost to the City and Village for all work involved in the respective items and that this cost

also includes all insurance, royalties, transportation charges, use of all tools and equipment, superintendence, overhead expense, all profits and all other work, services and conditions necessarily involved in the work to be done and materials to be furnished in accordance with the requirements of the Contract Documents considered severally and collectively.

3. MODIFICATION OR WITHDRAWAL OF PROPOSALS

3.1 A Proposal that is in the possession of the City may be altered by a letter bearing the signature or name of person authorized for submitting a proposal, provided that it is received prior to the time and date set for the bid opening. Telephone, email or verbal alterations of a proposal will not be accepted.

3.2 A Proposal that is in the possession of the City may be withdrawn by the proposer, up to the time set for the proposal opening, by a letter bearing the signature or name of person authorized for submitting proposals. Proposals may not be withdrawn after the proposal opening and shall remain valid for a period of ninety (90) days from the date set for the proposal opening, unless otherwise specified.

4. SECURITY FOR PERFORMANCE

4.1 The awarded contractor, within thirteen (13) calendar days after acceptance of the proposer's proposal by the City or the Village, shall furnish security for performance acceptable to the respective municipality when required under the documents. Such security shall be either a satisfactory performance bond (bonding company must be licensed to do business in Illinois) or a letter of credit on the form provided by the municipality and available from the municipality's attorney. **NOTE: As evidence of capability to provide such security for performance, each proposer shall submit with the proposal either a letter executed by its surety company indicating the proposer's performance bonding capability, or a letter from a bank or savings and loan within twenty-five miles of the corporate boundaries of the City or Village indicating its willingness and intent to provide a letter of credit for the proposer.**

5. DELIVERY

5.1 All proposal prices are to be quoted, and delivered to the City of Yorkville, 800 Game Farm Road, Yorkville, IL 60560.

6. TAX EXEMPTION

6.1 The City and the Village is exempt from Illinois sales or use tax for direct purchases of materials and supplies. A copy of the Illinois Sales Tax Exemption Form will be issued upon request. Federal identifications will also be provided to selected vendor.

7. RESERVED RIGHTS

7.1 Each municipality retains autonomy in decision making for this RFP, and each reserves the exclusive right to waive sections, technicalities, irregularities and informalities and to accept or reject any and all proposals and to disapprove of any and all subcontractors as may be in the best interest of either municipality. Time and date requirements for receipt of proposal will not be waived.

II. TERMS AND CONDITIONS

8. MUNICIPAL ORDINANCES

- 8.1 The successful proposer will strictly comply with all ordinances of the awarding municipality and laws of the State of Illinois.

9. USE OF MUNICIPAL NAME

- 9.1 The proposer is specifically denied the right of using in any form or medium the name of the City or the Village for public advertising unless express permission is granted by the respective municipality.

10. INDEMNITY AND HOLD HARMLESS AGREEMENT

- 10.1 To the fullest extent permitted by law, the Proposer shall indemnify, keep and save harmless the City and Village and its agents, officers, and employees, against all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, costs and expenses, which may arise directly or indirectly from any negligence or from the reckless or willful misconduct of the Proposer, its employees, or its subcontractors, and the Proposer, its employees, or its subcontractors, and the Proposer shall at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith, and, if any judgment shall be rendered against the City and Village in any such action, the Proposer shall, at its own expense, satisfy and discharge the same. This Agreement shall not be construed as requiring the Proposer to indemnify the City and Village for its own negligence. The Proposer shall indemnify, keep and save harmless the City and Village only where a loss was caused by the negligent, willful or reckless acts or omissions of the Proposer, its employees, or its Subcontractors.

11. NONDISCRIMINATION

- 11.1 Proposer shall, as a party to a public contract:
- (a) Refrain from unlawful discrimination in employment and undertake affirmative action to assure equality of employment opportunity and eliminate the effects of past discrimination;
 - (b) By submission of this proposal, the Proposer certifies that he is an "equal opportunity employer" as defined by Section 2000(e) of Chapter 21, Title 42, U.S. Code Annotated and Executive Orders #11246 and #11375, which are incorporated herein by reference. The Equal Opportunity clause, Section 6.1 of the Rules and Regulations of the Department of Human Rights of the State of Illinois, is a material part of any contract awarded on the basis of this proposal.

- 11.2 It is unlawful to discriminate on the basis of race, color, sex, national origin, ancestry, age, marital status, sexual orientation, physical or mental handicap or unfavorable discharge for military service. Proposer shall comply with standards set forth in Title VII of the Civil Rights Act of 1964, 42 U.S.C. Secs. 2000 et seq., The Human Rights Act of the State of Illinois, 775 ILCS 5/1-101 et. seq., and The Americans With Disabilities Act, 42 U.S.C. Secs. 12101 et. seq.

12. SEXUAL HARASSMENT POLICY

- 12.1 The proposer, as a party to a public contract, shall have a written sexual harassment policy that:
- 12.1.1 Notes the illegality of sexual harassment;
 - 12.1.2 Sets forth the State law definition of sexual harassment;
 - 12.1.3 Describes sexual harassment utilizing examples;
 - 12.1.4 Describes the Proposer's internal complaint process including penalties;
 - 12.1.5 Describes the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission and how to contact these entities; and
 - 12.1.6 Describes the protection against retaliation afforded under the Illinois Human Rights Act.

13. EQUAL EMPLOYMENT OPPORTUNITY

- 13.1 In the event of the Proposer's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), the Proposer may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this contract, the Proposer agrees as follows:
- 13.1.1 That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, sexual orientation, sexual identity or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
 - 13.1.2 That, if it hires additional employees in order to perform this contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
 - 13.1.3 That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without

discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military services.

- 13.1.4 That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Proposer's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Proposer in its efforts to comply with such Act and Rules and Regulations, the Proposer will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
- 13.1.5 That it will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.
- 13.1.6 That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purpose of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
- 13.1.7 That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this contract, the Proposer will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Proposer will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivision or municipal corporations.

14. DRUG FREE WORK PLACE

- 14.1 Proposer, as a party to a public contract, certifies and agrees that it will provide a drug free workplace by:
- 14.2 Publishing a statement: (1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, including cannabis, is prohibited in the City's, Village's, and proposer's workplace. (2) Specifying the actions that will be taken against employees for violations of such prohibition. (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will: (A) abide by the terms of the statement; and (B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

- 14.3 Establishing a drug free awareness program to inform employees about: (1) the dangers of drug abuse in the workplace; (2) the City's, Village's or proposer's policy of maintaining a drug free workplace; (3) any available drug counseling, rehabilitation and employee assistance programs; (4) the penalties that may be imposed upon employees for drug violations.
- 14.4 Providing a copy of the statement required above to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- 14.5 Notifying the contracting or granting agency within ten (10) days after receiving notice of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction from an employee or otherwise receiving actual notice of such conviction.
- 14.6 Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted as required by section 5 of the Drug Free Workplace Act.
- 14.7 Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.
- 14.8 Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

15. PREVAILING WAGE ACT

- 15.1 Proposer agrees to comply with the Illinois Prevailing Wage Act, 820 ILCS 130/1 *et seq.*, for all work completed under this contract. Proposer agrees to pay the prevailing wage and require that all of its subcontractors pay prevailing wage to any laborers, workers or mechanics who perform work pursuant to this contract or related subcontract.
- 15.2 Proposer and each subcontractor shall keep or cause to be kept an accurate record of names, occupations and actual wages paid to each laborer, workman and mechanic employed by the Proposer in connection with the contract. This record shall be open to inspection at all reasonable hours by any representative of the City, Village, or the Illinois Department of labor and must be preserved for four (4) years following completion of the contract.

16. INSURANCE REQUIREMENTS –

- 16.1 Prior to the beginning of the contract period, Contractor and any Subcontractors shall procure, maintain and pay for such insurance as will protect against claims for bodily injury of death, or for damage to property, including loss of use, which may arise out of operations by the Contractor or Subcontractor or any Sub-Sub Contractor or by anyone employed by any of them, or by anyone for whose acts any of them may be liable. Such insurance shall not be less than the greater of coverages and limits of liability specified below for each municipality or any coverages and limits of liability specified in the Contract Documents or coverages and limits required by law unless otherwise agreed to by the City or Village:.

(All amounts listed are per municipality)

Workers Compensation	\$500,000	Statutory
Employers Liability	\$1,000,000	Each Accident
	\$1,000,000	Disease Policy Limit
	\$1,000,000	Disease Each Employee
Comprehensive General Liability	\$2,000,000	Each Occurrence
	\$2,000,000	Aggregate
		<i>(Applicable on a Per Project Basis)</i>
Commercial Automobile Liability	\$1,000,000	Each Accident
Umbrella Liability	\$ 5,000,000	

- 16.2 Commercial General Liability Insurance required under this paragraph shall be written on an occurrence form and shall include coverage for Products/Completed Operations, Personal Injury with Employment Exclusion (if any) deleted, Blanket XCU and Blanket Contractual Liability insurance applicable to defense and indemnity obligations and other contractual indemnity assumed under the Contract Documents.
- 16.3 Comprehensive Automobile Liability Insurance required under this paragraph shall include coverage for all owned, hired and non-owned automobiles.
- 16.4 Workers Compensation coverage shall include a waiver of subrogation against the City and the Village.
- 16.5 Comprehensive General Liability, Employers Liability and Commercial Automobile Liability Insurance may be arranged under single policies for full minimum limits required, or by a combination of underlying policies with the balance provided by Umbrella and/or Excess Liability policies.
- 16.6 Contractor and all Subcontractors shall have their respective Comprehensive General Liability (including products/completed operations coverage), Employers Liability, Commercial Automobile Liability, and Umbrella/Excess Liability policies endorsed to add the "Village of Oswego and City of Yorkville, their officers, officials, employees and volunteers" as "additional insureds" with respect to liability arising out of operations performed; claims for bodily injury or death brought against City or Village by any Contractor or Subcontractor employees, or the employees of Subcontractor's subcontractors of any tier, however caused, related to the performance of operations under the Contract Documents. Such insurance afforded to the City and Village shall be endorsed to provide that the insurance provided under each policy shall be **Primary and Non-Contributory**.

16.7 Contractor and all Subcontractors shall maintain in effect all insurance coverages required by the Contract Documents at their sole expense and with insurance carriers licensed to do business in the State of Illinois and having a current A. M. Best rating of no less than A- VIII. In the event that the Contractor or any Subcontractor fails to procure or maintain any insured required by the Contract Documents, the City or Village may, at its option, purchase such coverage and deduct the cost thereof from any monies due to the Contractor or Subcontractor, or withhold funds in an amount sufficient to protect the City or Village, or terminate this Agreement pursuant to its terms.

16.8 All insurance policies shall contain a provision that coverages and limits afforded hereunder shall not be canceled, materially changed, non-renewed or restrictive modifications added, without thirty (30) days prior written notice to the City and Village. Renewal certificates shall be provided to the City and Village not less than five (5) prior to the expiration date of any of the required policies. All Certificates of Insurance shall be in a form acceptable to City and Village and shall provide satisfactory evidence of compliance with all insurance requirements. The City and the Village shall not be obligated to review such certificates or other evidence of insurance, or to advise Contractor or Subcontractor of any deficiencies in such documents, and receipt thereof shall not relieve the Contractor or Subcontractor from, nor be deemed a waiver the right to enforce the terms of the obligations hereunder. The City or the Village shall have the right to examine any policy required and evidenced on the Certificate of Insurance.

17. COPYRIGHT/PATENT INFRINGEMENT

17.1 The Proposer agrees to indemnify, defend, and hold harmless the City and Village against any suit, claim, or proceeding brought against the City or Village for alleged use of any equipment, systems, or services provided by the Proposer that constitutes a misuse of any proprietary or trade secret information or an infringement of any patent or copyright.

18. COMPLIANCE WITH OSHA STANDARDS

18.1 Equipment supplied to the City and/or Village must comply with all requirements and standards as specified by the Occupational Safety and Health Act. All guards and protectors as well as appropriate markings will be in place before delivery. Items not meeting any OSHA specifications will be refused.

19. CERCLA INDEMNIFICATION

19.1 In the event this is a contract that has environment aspects, the Awarded Proposer shall, to the maximum extent permitted by law, indemnify, defend, and hold harmless the City and Village, their officers, employees, agents, and attorneys from and against any and all liability, including without limitation, costs of response, removal, remediation, investigation, property damage, personal injury, damage to natural resources, health assessments, health settlements, attorneys' fees, and other related transaction costs arising under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) of 1980, 42 U.S.C.A. Sec. 9601, *et seq.*, as amended, and all other applicable statutes, regulations, ordinances, and under common law for any release or threatened release of the waste material collected by the Awarded Proposer, both before and after its disposal.

20. SUBLETTING OF CONTRACT

20.1 No contract awarded by the City shall be assigned or any part sub-contracted without the

written consent of the City Administrator or the Village Administrator. In no case shall such consent relieve the Awarded Proposer from their obligation or change the terms of the contract.

21. [Section purposefully left blank]

22. TERMINATION OF CONTRACT

- 22.1 The City or the Village reserves the right to terminate the whole or any part of this contract, upon ten (10) days' written notice to the Awarded Proposer, in the event of default by the Awarded Proposer. Default is defined as failure of the Awarded Proposer to perform any of the provisions of this contract or failure to make sufficient progress so as to endanger performance of this contract in accordance with its terms. In the event that the Awarded Proposer fails to cure the default upon notice, and the City and/or the Village declares default and termination, the City and/or the Village may procure, upon such terms and in such manner as the City or Village may deem appropriate, supplies or services similar to those so terminated. The Awarded Proposer shall be liable for any excess costs for such similar supplies or services unless acceptable evidence is submitted to the City or Village that failure to perform the contract was due to causes beyond the control and without the fault or negligence of the Awarded Proposer. Any such excess costs incurred by the City or Village may be set-off against any monies due and owing by the City or the Village, respectively, to the Awarded Proposer.

23. BILLING & PAYMENT PROCEDURES

- 23.1 Separate invoices shall be sent to each municipality, for each municipality's customers. Payment will be made by each municipality upon receipt of an invoice. Once an invoice has been verified, the invoice will be processed for payment in accordance with the municipality's payment schedule, policy and procedures.
- 23.2 The City and Village shall review in a timely manner each bill or invoice after its receipt. If the City determines that the bill or invoice contains a defect making it unable to process the payment request, the City shall notify the Proposer requesting payment as soon as possible after discovering the defect pursuant to rules promulgated under 50 ILCS 505/1 et seq. The notice shall identify the defect and any additional information necessary to correct the defect.
- 23.3 Please send all invoices for the City to the attention of City of Yorkville, Accounts Payable, 800 Game Farm Road, Yorkville, IL 60560, and all invoices for the Village to Village of Oswego, Accounts Receivable, 100 Parkers Mill, Oswego, IL 60543.

24. RELATIONSHIP BETWEEN THE PROPOSER AND THE CITY/VILLAGE

- 24.1 The relationship between the City/Village and the Proposer is that of a buyer and seller of professional services and it is understood that the parties have not entered into any joint venture or partnership with the other.

25. STANDARD OF CARE

- 25.1. Services performed by Proposer under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representations express or implied, and no warranty or guarantee is included or intended

in this Agreement, or in any report, opinions, and documents or otherwise.

- 25.2 If the Proposer fails to meet the foregoing standard, Proposer will perform at its own cost, and without reimbursement from the City and the Village, the professional services necessary to correct errors and omissions caused by Proposer's failure to comply with the above standard and reported to Proposer within one (1) year from the completion of Proposer's services for the Project.

26. GOVERNING LAW

- 26.1 This Agreement will be governed by and construed in accordance with the laws of the State of Illinois without regard for the conflict of laws provisions. Venue is proper only in the County of Kendall and the Northern District of Illinois.

27. SUCCESSORS AND ASSIGNS

- 27.1 The terms of this Agreement will be binding upon and inure to the benefit of the parties and their respective successors and assigns; provided, however, that neither party will assign this Agreement in whole or in part without the prior written approval of the other. The Proposer will provide a list of key staff, titles, responsibilities, and contact information to include all expected sub Proposers.

28. WAIVER OF CONTRACT BREACH

- 28.1 The waiver by one party of any breach of this Agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof will be limited to the particular instance and will not operate or be deemed to waive any future breaches of this Agreement and will not be construed to be a waiver of any provision except for the particular instance.

29. AMENDMENT

- 29.1 This Agreement will not be subject to amendment unless made in writing and signed by all parties.

30. CHANGE ORDERS

- 30.1 The contract price is a "not-to-exceed" cost. At any time additional work is necessary or requested, and the not-to-exceed price is increased thereby, any change, addition or price increase must be agreed to in writing by all parties. The appropriate authorizing signature for the City is the City Administrator and for the Village is the Village Administrator.

31. SEVERABILITY OF INVALID PROVISIONS

- 31.1 If any provisions of this Agreement are held to contravene or be invalid under the laws of any state, country or jurisdiction, contravention will not invalidate the entire Agreement, but it will be construed as if not containing the invalid provision and the rights or obligations of the parties will be construed and enforced accordingly.

32. NOTICE

- 32.1 Any notice will be in writing and will be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed, and addressed to the party at the party's place of business. Notices shall be addressed to the City and Village as follows:

To City:
City Administrator
City of Yorkville
800 Game Farm Road.
Yorkville, IL 60560

To Village:
Village Administrator
Village of Oswego
100 Parkers Mill
Oswego, IL 60543

And to the Proposer as designated in the Contract Form.

III. DETAILED SPECIFICATIONS

33. DEFINITIONS

- 33.1 For the purpose of the Contract, definitions of certain terms are listed below. Certain words or phrases, when used in the Contract shall have the same meaning given to them in this section. Other terms shall be defined within applicable subsections and appendices.

Attached Single-Family Dwelling (Group, Row, Townhouse) A building originally designed and constructed to accommodate two (2) or more dwelling units, with dwelling units joined together by party wall or walls and being not more than two (2) stories in height. Each unit shall have its own ground floor entrance and living space.

Biodegradable shall mean chemically structured material that decomposes rapidly primarily through the action of living soil-borne microorganisms (bacteria, fungi, and actinomycetes) or macro-organisms (crickets, slugs, snowbugs, millipedes, etc.).

Brown Kraft 2-Ply Paper Bags shall mean a two-layer brown product container comprised of kraft paper most often used to contain groceries.

Chipboard shall mean a single-layer cardboard used for packaging cereal, crackers, tissues, and other similar products.

Compost(ing) shall mean the process by which aerobic microorganisms decompose organic matter into a humus-like product.

Contract shall mean the agreement created by and consisting of the Contract Documents.

Contract Documents shall include the Request for Proposals, Terms and Conditions, Detail Specifications and the Proposal /Contract Form.

Contractor shall mean the firm with which the City and/or Village has executed the Contract for Solid Waste Collection and Disposal Services

Corrugated Cardboard shall mean a sturdy paper product commonly used as a packaging consisting of two paper grades -- a wavy inner portion and an outside liner.

Curbside shall mean adjacent to the street pavement, alley pavement and gutter and within five feet thereof.

Customer shall mean the resident party, property owner of a dwelling unit in Yorkville or Oswego corporate boundaries participating in the scavenger collection service.

Day shall mean Calendar Day unless otherwise stated.

Detached Dwelling A single-family dwelling entirely surrounded by open space.

Disposal Unit shall have different meanings as follows: For the purposes of **refuse** collection, a "disposal unit" shall mean one (1) 64-gallon, 33-gallon, or 96-gallon tote or one (1) water-tight metal, or plastic reusable waste container, no larger than thirty-two (32) or thirty-three (33) gallons in capacity, containing refuse, yard-waste or household construction and demolition debris as herein defined; or a securely tied, bundle of refuse or debris which is not placed in a container that does not exceed three (3) feet in diameter, six (6) feet in length, and fifty (50) pounds in weight, or one (1) single miscellaneous or odd-shaped item of refuse or debris that does not exceed fifty (50) pounds in weight. A large household item, as herein defined, is to be considered a disposal unit. Household construction and demolition debris, as is herein defined, is to be considered a disposal unit. For the purpose of **yard-waste** collection, a "disposal unit" shall mean a biodegradable two-ply fifty (50) pound wet-strength kraft paper bag designed for yard-waste collection, not to exceed thirty-three (33) gallons in capacity and fifty (50) pounds in weight, containing "yard-waste" as herein defined, or securely tied, bundles of brush or branches using biodegradable cord, string, rope or twine that does not exceed fifty (50) pounds in weight, two (2) feet in diameter, and four (4) feet in length and is manageable by one (1) person. For purpose of recycling collection, a "disposal unit" shall mean one (1) 64 gallon, 33 gallon, or 96 gallon tote.

Envelope shall mean a flat, folded paper container for a letter or smaller object.

Frozen Food Packages shall mean paperboard containers with special coatings to prevent tearing of the packages or smearing of the ink from moisture when refrigerated or frozen.

Garbage or Rubbish shall mean discarded materials resulting from the handling, cooking, spoilage, and leftovers of food, discarded food or food residues, and paper necessarily used for wrapping same, and all types and kinds of waste materials from housekeeping activities, including, but not limited to ashes, metal cans bottles, books, glass, plastic, newspapers, boxes, cartons, and small amounts of earth, rock or sod, small automobile parts and building materials waste from residential type do-it-yourself projects provided that all such materials are of a size sufficiently small to permit being placed in an approved refuse container, except those items which are banned from direct disposal into a landfill.

HDPE shall mean high-density polyethylene.

Household Construction and Demolition Debris shall mean waste materials from interior and exterior household construction, remodeling and repair projects, including but not limited to: drywall, plywood and paneling pieces, lumber and other building materials; windows and doors, cabinets, carpeting, disassembled bathroom and kitchen fixtures; and small amounts of sod, earth, clay, sand, concrete, rocks and similar materials. Such debris shall conform to the following: loose small items shall be placed in suitable disposable containers not exceeding fifty (50) pounds in weight, or in bundles not exceeding two (2) feet in diameter, four (4) feet in length, and fifty (50) pounds in weight.

Household Garbage shall mean garbage and rubbish as collected from the residents of the City of Yorkville or the Village of Oswego currently receiving curbside scavenger service or on-site dumpster service.

Household Garbage – Large Items shall mean any items set forth under “Garbage and Rubbish” above if such item is too large to fit in an approved Disposal Unit including, but not limited to boxes, barrels, crates, furniture, refrigerators, carpets, mattresses, box springs, hot water heaters, stoves and other household appliances, except those items which are banned from direct disposal into a landfill.

Household Garbage – Large Items shall not include waste from manufacturing processes, construction materials, broken concrete, lumber, large rocks, automobile parts other than tires or dangerous substances which may create a danger to the health, safety, comfort or welfare of the residents of the City of Yorkville or the Village of Oswego or items which are banned from direct disposal into a landfill.

Industrial Wastes shall mean any and all debris and waste products generated by canning, manufacturing, food processing, restaurant, land clearing, building construction or alteration and public works type construction projects whether performed by a governmental unit or by Contract.

Juice Boxes shall mean aseptic cartons consisting of a high-grade paperboard coated with polyethylene plastic and aluminum foil, excluding milk cartons.

Junk Mail shall mean brochures, advertisements, flyers, post cards, greeting cards, window envelopes, and other similar correspondence.

Landscape Waste (also referred to as Yard-waste) shall mean hard landscape waste and soft landscape waste.

Large Household Item – Yorkville definition only (also known as “Bulk Item”), shall mean any discarded and unwanted large household appliance such as freezers, stoves, trash compactors, washers, dryers, dishwasher, humidifiers, dehumidifiers, microwaves, water softeners, televisions, pianos, organs, tables, chairs, mattresses, box springs, bookcases, sofas and similar furniture. All “white goods” including those containing CFC’s (chlorofluorocarbons), shall fit into this definition. White goods containing switches containing mercury, and PCB’s (polychlorinated biphenyls) shall not fit into this

definition.

Large Household Item – Oswego definition only (also known as “Bulk Item”), shall mean any discarded and unwanted pianos, organs, tables, chairs, mattresses, box springs, bookcases, sofas and similar furniture. White goods and other electronic appliances are specifically excluded from Oswego’s definition of “bulk items”.

LDPE shall mean low density polyethylene.

Magazines shall mean periodical publications, usually glue bound.

Mixed Papers shall mean stationary, various office papers such as; computer paper, xerox paper, note paper, letterhead, and other similar papers.

Multiple-Family Dwelling A dwelling containing three (3) or more dwelling units, with one or both of the following: (a) More than one (1) dwelling unit connecting to a common corridor or entrance-way; or, (b) Dwelling unit vertically connected to neighboring dwelling units through shared floors and ceilings.

PET shall mean polyethylene terephthalate.

Performance Bond shall mean the form of security approved by the City or the Village and furnished by the Contractor as a guarantee that the Contractor will execute the work in accordance with the terms of the Contract and will pay all lawful claims.

Processing Center shall mean a location to be maintained or utilized by the Contractor for the purpose of sorting, preparing, and marketing of recyclable materials.

Properly-Prepared shall mean materials prepared according to the disposal program restrictions for refuse, yard-waste, and recycling.

Processing Costs shall mean all reasonable costs incurred by the Contractor with respect to the collection of recyclables from residents currently receiving curbside scavenger services.

Public Awareness Program shall mean a program developed and provided by the Contractor and the City/Village to inform and encourage residents to use the recycling collection services and other waste collection and disposal services of the City/Village.

Recyclables or **Recyclable Material(s)** shall mean, at a minimum, those materials listed on Appendix 2.

Recycling shall mean the use, collection, and remanufacture of secondary materials as feedstock for the production of new materials or products.

Recycling Containers (bins) shall mean a 64 gallon tote, or a 33-gallon or 94-gallon tote if so acquired by the customer in the manner prescribed in the recycling collection program

Refuse shall mean all discarded and unwanted 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 routine domestic housekeeping, including but not limited to: aluminum and steel cans, glass containers, plastic containers, crockery and other containers, metal, paper (of all types), including newspapers, books, magazines, catalogs, boxes and cartons, cold ashes, furniture, furnishings and fixtures, household appliances (all kinds), textiles and leathers, toys and recreational equipment and similar items. For the purposes of this Agreement, the terms "garbage", "refuse", "rubbish", and "waste" shall be synonymous unless otherwise more specifically defined (for example: "yard-waste").

Refuse Sticker shall mean a biodegradable paper stamped with the City or Village name and the Contractor's name and telephone number providing the solid waste services for the City or Village. The sticker shall represent proof of payment for collection and disposal services to be rendered by the Contractor.

Residence shall mean all attached single family and detached single family dwelling.

Single-Family Dwelling A detached dwelling containing accommodations for and occupied by one (1) family only.

Specifications shall mean specifications identified in the Contract.

Tote (also referred to as a Toter) A plastic wheeled container in size of 64 gallon, 33 gallon, or 96 gallon with tight-fitting cover, requiring semi-automatic lifting mechanism for collection.

Waste shall mean refuse, recyclables, yard or landscape waste and white goods.

Wet-strength Carrier Stock shall mean rectangular-shaped paperboard containers with special coatings to prevent tearing of the containers or smearing of the ink from moisture when refrigerated.

White Goods shall mean refrigerators, ranges or stoves (electric or gas), freezers, room air conditioners, water heaters and other similar domestic large appliances.

Yard-waste container/unit shall mean a container or unit and may be a kraft paper bag not exceeding thirty (34) gallons of capacity weighing up to fifty (50) pounds. The kraft paper bag shall be of the type specifically intended for landscape waste, being specifically biodegradable and not chemically treated; or a waste container (excluding plastic bags) not exceeding thirty-four (34) gallons of capacity weighing up to fifty (50) pounds; or bundles of hard landscape waste not exceeding two (2) feet in diameter and four (4) feet in length weighing up to fifty (50) pounds. Said bundle to be securely tied with biodegradable natural fiber twine. Securing with plastic or wire is prohibited.

Yard-waste (also known as "landscape waste") shall mean grass clippings, leaves, branches and brush, other yard and garden trimmings, vines, garden plants and flowers, weeds, tree droppings (for example: pine cones and crabapples), and other similar organic

waste materials accumulated as the result of the cultivation and maintenance of lawns, shrubbery, vines, trees and gardens. Sod, dirt, Christmas trees, and greenery from wreathes and garlands shall not be considered yard-waste and shall be disposed of as refuse, unless the composting facility will accept it.

34. DESCRIPTION OF THE BASE SOLID WASTE PROGRAM

34.1 Refuse, yard-waste, and curbside recycling services are provided to residences located within the City or Village on a once-per-week basis.

34.2 Yorkville Option A and B - The Yorkville options, being a modified volume based program, based on a monthly fee for pickup of all refuse, consisting of one 33-gallon, 64-gallon tote, or 96-gallon tote, and a \$1 charge for each refuse disposal unit beyond the tote, unlimited yard waste and unlimited recycling. As part of program, the contractor shall supply the customer with a tote of a size of the customer's choosing for a cost outlined in Appendix 1.

34.3 Oswego refuse programs – The Village will select one of three solid waste programs. Haulers should bid on each of the following programs as set out below, in Appendix NUMBER.

Oswego Option A – Unlimited refuse, unlimited recycling, and limited yard-waste collection. Refuse and recycling shall be collected if it is set out in a thirty-three (33) gallon or less container. A discounted rate schedule for senior residents within the VILLAGE limits will be offered by the CONTRACTOR; to residents age sixty-five (65) and over.

Oswego Option B – Modified volume based program, with limited refuse, unlimited recycling, and limited yard-waste collection. Refuse limits per week are two (2) thirty-three (33) gallon disposal units or a CONTRACTOR issued sixty-five (65) gallon toter. The price to the customer for the optional 65-gallon toter shall be outlined in Appendix NUMBER. Each additional disposal unit shall be affixed with a \$1 sticker. A discounted rate schedule for senior residents within the VILLAGE limits will be offered by the CONTRACTOR; to residents age sixty-five (65) and over.

Oswego Option C - Modified volume based program, based on a monthly fee for pickup of all refuse, consisting of one 33-gallon, 64-gallon tote, or 96-gallon tote, and a \$1 charge for each refuse disposal unit beyond the tote, limited yard waste and unlimited recycling. As part of program, the contractor shall supply the customer with a tote of a size of the customer's choosing for a cost outlined in Appendix NUMBER. A discounted rate schedule for senior residents within the VILLAGE limits will be offered by the CONTRACTOR; to residents age sixty-five (65) and over.

34.4 Bulk items as herein defined, are considered subject to collection by the CONTRACTOR, according to the terms and definitions of this contract. Residents with additional material or home improvement projects may contract separately with the CONTRACTOR. The CONTRACTOR will make available 6, 10, 15, 20, and 30 cubic yard containers for this purpose.

Yorkville Option A and B - Yorkville's bulk item collection shall be for the collection of one (1) bulk item per week from residential units at no

additional cost to the resident.

Oswego Option A, B, and C - Individual residents will be responsible for contacting the CONTRACTOR to make payment and logistics arrangements for the collection of bulk items, excluding the two (2) amnesty days as described in Section 44.1.

- 34.5 Yard-waste collection shall begin each year on the 1st collection day in April and end the last collection day in November.

35. SCOPE OF WORK

- 35.1 The Contractor shall be responsible for performing all work as outlined in the specifications herein and shall provide and furnish all labor, materials, equipment and supplies, vehicles, transportation services, and landfill and compost facility space required to perform and complete the collection and disposal of refuse and yard waste. The Contractor shall also make necessary arrangements with processors required to perform and complete the collection and marketing of recyclables.

- 35.2 The collection of refuse, yard waste, and recyclable materials shall be a joint program awarded to one firm and cannot be quoted or operated as separate programs.

36. COLLECTION UNITS

- 36.1 The base unit of service shall be known as a "Collection Unit or Stop". The Contractor shall collect, remove and dispose from every residential building unit, as defined herein, in the City of Yorkville, all refuse, yard-waste and curbside recyclables that may be set out for collection one (1) time each week.

37. GARBAGE AND REFUSE COLLECTION; PREPARATION AND PLACEMENT OF DISPOSAL UNITS

- 37.1 Toter or can production:

Yorkville Option A and B, and Oswego Option C - The CONTRACTOR agrees to provide, at its own expense, one 33-gallon, 64-gallon, or 96-gallon totes to each single-family residence in the City or Village 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.

Oswego Option A - All refuse containers (totes, cans, etc.) shall be provided by the customer, at the customer's cost

Oswego Option B - All refuse containers (totes, cans, etc.) shall be provided by the customer, at the customer's cost

- 37.2 All GARBAGE and REFUSE as herein defined that is designated for collection and disposal hereunder must be placed in one of the following containers:

- 1) the provided totes
- 2) a water-tight metal or plastic reusable waste container no larger than thirty-three (33) gallons in capacity and no smaller than fifteen (15) gallons in capacity
- 3) a heavy duty bag no more than 33-gallons in capacity and less than 50 pounds in weight, which is securely fastened

- 37.3 Cans, containers, and/or heavy duty bags must be placed at the curb or roadway or in the alley (if designed by the CONTRACTOR).
- 37.4 All residences receiving the aforementioned services shall be required to prepare all materials for collection and/or disposal into proper "disposal units". The CONTRACTOR will be required to collect only properly prepared disposal units.
- 37.5 For modified volume-based programs (Yorkville Option A and B, Oswego Option B and C) Residents will be allowed to place unlimited amounts of disposal units at the curb for collection and disposal provided that a disposal sticker has been attached to each unit above and beyond the disposal units covered in the monthly fee.
- 37.6 Properly prepared refuse shall be placed as close to the roadway as practicable without interfering with or endangering the movement of vehicles or pedestrians or snow plowing operations. The CONTRACTOR shall return all containers at each pick-up location to the curbside or adjacent to the right-of-way of paved or traveled City or Village roadways. Containers will be placed, not thrown, and securely placed in such a manner that they are not left lying on their sides or in a manner that would allow roadway interference of vehicle and/or pedestrian traffic. Any contents spilled by CONTRACTOR on the parkways, premises, or streets are to be cleaned up in a workmanlike manner.
- 38. ACCEPTABLE/UNACCEPTABLE MATERIAL**
- 38.1. UNACCEPTABLE MATERIAL: Residents shall not set out for disposal and the CONTRACTOR shall refuse to accept for regular collection: hazardous waste materials, radioactive materials, poisons, liquid waste, paint or similar products, acids, used motor oils, or any other material that the CONTRACTOR is legally unable to accept.
- 38.2 ACCEPTABLE MATERIAL: All refuse normally produced by residential properties shall be accepted for regular collection including but not necessarily limited to: bulk items, household fixtures, appliances, furniture and yard-waste.
- 39. EXAMINATION OF SERVICE AREA**
- 39.1 It is the responsibility of the Contractor to be completely informed of all conditions under which service is to be performed, the service area, and all other relevant matters pertaining to the collection services as specified herein, including, but not limited to, type of housing, population density, roads, traffic patterns, required collection procedure, labor requirements, and any other factor which would effect the execution and/or completion of the work covered by the contract.
- 40. ALTERNATIVES AND DEVIATIONS**
- 40.1 The specifications included in this package describe existing services which the City and Village believes are necessary to meet performance requirements of the City and Village and shall be considered the minimum standards expected of the Contractor.
- 40.2 Other alternatives from the specifications in Section III may be indicated if the proposed alternatives are equal to or greater than what is required by these specifications. All alternatives shall be separately listed, and a justification for each shall be stated. The Contractor shall use Appendix 3, Schedule of Alternatives and Deviations, for listing other alternatives.

- 40.3 If the Contractor is unable to meet any of the specifications as outlined herein, it shall also separately list all requested deviations from the specifications, with justifications attached for each deviation. The Contractor shall use Appendix 3, Schedule of Alternatives and Deviations, for listing proposed deviations.
- 40.4 If the Contractor does not indicate alternatives to or deviations from the specifications, the City and Village shall assume it is able to fully comply with these specifications. The City and Village, individually, shall be the sole and final judge of compliance with all specifications.
- 40.5 The City and Village, individually, further reserves the right to determine the acceptability or unacceptability of any and all alternatives or deviations. The City and Village, individually, shall also be the sole and final judge as to whether any alternative or deviation is of an equivalent or better quality of service.

41 CHRISTMAS TREE COLLECTION

- 41.1 The CONTRACTOR will provide curbside collection service of live Christmas trees two (2) weeks during the 1st and 2nd full week in January each contract year. It will be the responsibility of the CONTRACTOR to either recycle or correctly dispose of live Christmas trees. There will be no cost to the City and Village for this service. The CONTRACTOR and the City and Village will work together to educate the public with respect to the condition of the trees before they will be collected. Christmas trees will be accepted provided they are free of all ornamentation, including tinsel, garland and lights. If disposable tree bags are used, a refuse sticker must be affixed to the plastic bag. Christmas trees placed at the curb during the two-week special collection period shall be recycled. Recycling shall consist of taking the Christmas trees to a compost site to be chipped, mulched or composted. The CONTRACTOR shall provide the name and location of the compost site in accordance with Appendix 6.

42. YARD-WASTE/BUNDLED BRUSH COLLECTION

- 42.1 Yard-waste collection programs

Yorkville Option A and B - As a part of yard-waste collection, all eligible households located within the City's corporate boundaries shall be provided weekly yard-waste and bundled brush collection in an unlimited amount. All yard waste materials must be placed in "Kraft" paper bags designed and sold specifically for the collection and disposal of yard waste. All bundled brush must not exceed four (4) foot length, with each individual bundle not to exceed excess weight of fifty (50) pounds. Resident customers placing bundled brush out for collection will be required to bundle brush with biodegradable natural fiber twine (plastic or wire is prohibited). Bundled brush will be collected on regular refuse service days during the yearly period of time established, (April 1st through the last collection day in November).

Oswego Option A, B and C - As a part of yard-waste collection, all eligible households located within the VILLAGE's corporate boundaries shall be provided weekly yard-waste and bundled brush collection. All yard waste materials must be placed in "Kraft" paper bags designed and sold specifically for the collection and disposal of yard waste. Each "Kraft" paper bag will have a yard waste sticker attached prior to collection. All bundled brush must not exceed four (4) foot length, with each individual

bundle not to exceed excess weight of fifty (50) pounds. Resident customers placing bundled brush out for collection will be required to bundle brush with biodegradable natural fiber twine (plastic or wire is prohibited). Each bundled brush will have a yard waste sticker attached prior to collection. Yard-waste and Bundled brush will be collected on regular refuse service days during the yearly period of time established, (April 1st through the last collection day in November). There will be two (2) amnesty days in a calendar year as described in Section 44.1 of this contract when unlimited yard waste and bundled brush will be collected at no charge to resident.

43. RECYCLABLE MATERIAL PROGRAM

- 43.1 The CONTRACTOR agrees to provide, at its own expense, one 33-gallon, 64-gallon, or 96-gallon tote to each single-family residence in the City and Village for the purposes of recycling 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.
- 43.2 The City's and Village's recyclable material program shall remain voluntary on the part of any person receiving residential scavenger service as covered under this contract. The Contractor shall, however, provide for the collection and disposal of all recyclable material placed for collection in accordance with the terms of this Contract. The Contractor shall provide for the collection and disposal of recyclable material at no additional cost to customers receiving residential scavenger service as covered under this contract. The cost of recycling collection and disposal services has been built into the rates and charges otherwise provided for in the Contract for collection of refuse and yard-waste.
- 43.3 Revenue collected from the sale of recyclable materials shall be handled in the following manner:
- Yorkville Option A – All revenue collected from the sale of recyclable material shall be the property of the Contractor.
 - Yorkville Option B – All revenue collected from the sale of recyclable material shall be the property of the City.
 - Oswego Options A, B and C - All revenue from fair market value actual residential recycle commodity rebates after fees (handling, transport, residual, moisture); for the first two hundred (200) tons each month collected by the CONTRACTOR within the VILLAGE of Oswego will be retained by the CONTRACTOR. All actual gross revenue rebates above two hundred (200) tons a month collected on an annual average will be split between the VILLAGE and the CONTRACTOR at a rate of fifty percent (50%) throughout the term of the contract. The CONTRACTOR shall have representatives available to participate in community-sponsored events promoting environmental awareness.

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- 43.4 The Contractor shall have representatives available to participate in community-sponsored events promoting environmental awareness.
- 43.5 The method in which the recyclables are to be generally sorted for collection by the household shall be commingled within the recycling container(s).
- 43.6 The Contractor shall specify the manner in which the recyclables are to be collected and sorted by the Contractor at the curbside; i.e. curb-sort, sorting at an intermediate processing facility, and the like. The Contractor will be responsible for cleaning up any material that has spilled as a result of the collection process.
- 43.7 The Contractor shall allow for a tagging system for recyclables not collected and must provide a simple explanation as to why the recyclable material(s) were not picked up, including, but not limited to, the following: contaminants, improper preparation; materials not accepted in program: refuse and/or yard-waste mixed with recyclables; or some combination thereof. The Contractor shall submit an example of the tagging system to be used. Recyclable materials that were rejected shall be returned to the container and not left on the street or parkway areas.
- 43.8 The Contractor shall purchase and maintain a reasonable supply of recycling totes, for residential scavenger service to cover replacement for lost, damaged and stolen containers, and for customers desiring additional recycling capacity. The City and Village, individually, reserves the right to approve the type of containers purchased by the Contractor.
- 43.9 The Contractor shall pick up all recyclable material placed in the recycling totes, the recycling containers supplied by the Contractor, or any other recycling containers used by the customer. If, for operational purposes, the Contractor has difficulty identifying recycling containers used for recycling purposes, the Contractor shall provide free of charge, a recycling sticker or other identification mechanism to be placed on the various recycling containers used for collection of recyclable material.
- 43.10 The Contractor shall provide the name and location of the processing facility, as well as the proposed buyer/market for recyclable materials as set forth in Appendix 6. In the event that an alternative site is preferred by the City or Village, the Contractor shall use the alternative site location provided that any changes in the costs for collection and processing created by the use of such site will be negotiated between the City or Village and the Contractor prior to its use.
- 43.11 The City and the Village, individually, reserves the right to accept or reject any or all suggested categories, which may be offered for collection in the residential recycling program. The City and the Village, individually, also reserves the right to phase in at a later date, any material(s) which the Contractor has indicated an ability to collect but which the City or the Village has determined not to add to the collection program, or to phase in any material(s) that the Contractor may not presently offer but will be able to offer sometime during the term of the Contract. The basis for determining cost of adding

materials at a later date will be based on evidence supplied by the Contractor specifically justifying additional cost due to collection, administration, profit, and processing (minus revenue) only.

44. AMNESTY DAY

- 44.1 The CONTRACTOR shall provide for a spring and fall curbside collection of additional refuse, yard-waste and bulk items as defined herein, on a date(s) that is mutually agreed upon between the CONTRACTOR and the CITY and the Village, individually. In addition, the CONTRACTOR will collect WHITE GOODS and up to 4 automobile tires during the scheduled Amnesty Day. All rims must be removed from the tires prior to collection. There shall be no additional charge to the residents for the clean up and additional BULK ITEMS and WHITE GOODS that will be accepted during the designated clean-up week and stickers will not be required.

45. COLLECTION FROM MUNICIPAL FACILITIES

- 45.1 At no additional cost, the Contractor shall collect, transport, and dispose of all refuse, yard-waste and recyclables from all municipal-owned facilities as set forth in Exhibit B. The Contractor shall furnish, at no additional cost to the City or the Village, at each municipal building served, containers for refuse, yard-waste and recyclables as requested by the municipality's Designated Representative, with the size to be agreed upon. The City and the Village reserves the right to request such containers, in addition to, or increase the size of normal containers, on a permanent or temporary basis. If requested by the City or the Village, any and all containers furnished by the Contractor shall be equipped with non-removable hinged covers or lids. Collection and disposal services by the Contractor will be as often as necessary each week, as set forth in Exhibit B.

46. STICKER DESIGN AND DISTRIBUTION

- 46.1 The CITY and the Village, individually, have the sole authority to approve or disapprove the design and construction of the CONTRACTOR's stickers. Stickers must be of an approved color, which should be clearly visible at dawn or at dusk by drivers, and which said color should be changed periodically to prevent counterfeiting. The paper used shall be biodegradable and shall contain glue backing that will adhere in sub-zero temperatures as well as in extreme heat. The stickers shall contain the CONTRACTOR's name and telephone number, state the name of the municipality and be consecutively numbered for record keeping and balancing purposes. The CONTRACTOR will deliver stickers to retail outlets and the CITY or Village upon request.

- 46.2 The CONTRACTOR shall be responsible for the printing, distribution, and sale of an ample and always available supply of waste stickers. The CONTRACTOR shall arrange for local retail outlets to aid in the sale of the stickers. The CITY and Village also may act as a disposal sticker retailer for the CONTRACTOR.

47. [Section purposefully omitted]

48. BILLING PROCEDURES

- 48.1 The CONTRACTOR shall bill the City or Village individually for all serviced UNITS

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within the respective municipality. The City and the Village, individually, shall provide the contractor with the number of occupied UNITS within the municipality on a monthly basis.

49. MONTHLY REPORTING

49.1 The Contractor shall prepare and submit to the City and the Village a monthly refuse, yard-waste and recycling material report, due by the 25th of the following month. The report shall include the following information for all residential scavenger service in each municipality covered under this contract:

49.2 Refuse - Total weight in tons and total volume in compacted cubic yards of refuse land-filled each month; Number of white goods collected each month; Tipping fee charge per ton at the landfill site; Name and location of the landfill facility and/or transfer station used by the Contractor; and, Copy of all complaints filed by the City and Village customers during the month.

49.3 Yard-waste - Total volume, in compacted cubic yards, of yard-waste collected; Tipping fee charge per compacted cubic yard at the compost facility; Name and location of the compost facility used by the Contractor; and, Copy of all complaints filed by the City and Village customers during the month.

49.4 Recyclable Material - Weekly set-out rate; Monthly participation rate (total number of set-outs divided by the number of homes/dwelling units included in the collection service); Total weight, in pounds, of recyclable materials collected; Revenue received by the Contractor for the sale of recyclables; Tipping fee savings (total weight of recyclable materials collected in tons multiplied by the tipping fee charge per ton at the landfill site); Name and location of processing facility used by the Contractor; and, Copy of all complaints filed by the City and Village customers during the month.

50. CONSUMER EDUCATION

50.1 Upon request, the Contractor agrees to provide City and Village residents with such educational materials as the City and Village, individually, deems necessary. Educational materials may include notices to be left at resident's property as well as literature describing in detail the refuse, recycling and yard-waste collection program. There shall be no cost to the City or the Village or its residents for the printing and distribution of any consumer education materials.

51. TITLE TO WASTES

51.1 All refuse, yard-waste, and curbside recyclables collected shall belong to the Contractor as soon as the same is placed in the Contractor's vehicle.

52. DISPOSAL

52.1 All refuse and yard-waste collected shall be removed from the City and Village by the Contractor as soon as it has been collected; but in any event, not later than noon of the date following collection, and shall not be disposed of in violation of any state, federal or county laws or regulations.

53. RATES AND SPECIAL RATES

- 53.1 For any services required to be performed under this Contract, the charge shall not exceed the rates as fixed by the Contract and set forth in Appendix 1 attached hereto and made a part hereof. For items not otherwise provided for by the Contract document, and requiring special handling due to size, weight, type of material or method of placement, the charges are to be negotiated between the Contractor and the resident customer for collection and disposal into a landfill or processing facility.

54. SPECIAL & EMERGENCY COLLECTIONS

- 54.1 The Contractor shall offer special curbside collection service for large quantities of refuse including, but not limited to, construction and demolition debris, and move-in or move-out clean-up rubbish. Such services shall be an advance arrangement with the Contractor at the resident customer request. The collection cost for such services shall be based upon cubic yards and the resident customer shall make payment directly to the Contractor. The Contractor agrees to provide free dumpsters (sizes 1 yard through 30 yard as requested by the City and Village) for refuse and recycling collection during the City's annual Hometown Days, 4th of July Parade and celebration in the park, and other City or Village managed special events.. The City or Village and the Contractor may mutually agree to emergency pick-up services for disasters including, but not limited to, flood, wind and snow.

55. SCHEDULE AND TIME OF COLLECTIONS

- 55.1 The City and Village shall be divided into collection areas and a regular weekday collection shall be assigned to each area. A map of the City and the Village, designating collection areas shall be made a part of this contract and attached hereto as Exhibit A.
- 55.2 The schedule shall not be changed without first obtaining consent from the City Administrator, or Village Administrator, and not without giving a minimum of thirty (30) days written notice to all parties affected by the change. The City or Village may, at its discretion, waive the minimum time limits required. This waiver must be in writing and signed by the City or Village designee. The Contractor will be required to publish an advertisement twice per week in two separate weekly issues of the local newspapers, no earlier than 60 days prior to the change, with the last advertisement to be no later than fifteen (15) days prior to the schedule change. Failure of the Contractor to maintain said collection schedule shall be considered a breach and default of the contract and grounds for immediate termination of the contract.
- 55.3 In no case shall collection commence prior to 6:00 a.m. or continue past 7:00 p.m. on any day during the term of the contract. The collection schedule shall not include Saturday or Sunday as a regular collection day for any area in the City.

56. HOLIDAYS

- 56.1 Collection normally falling on the following holidays may be rescheduled for the first working day following the legal holiday, or on Saturday, as necessary, for that week only:

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New Year's Day
Labor Day

Memorial Day
Thanksgiving Day

Independence Day
Christmas Day

- 56.2 The Contractor agrees to inform the City and its residents of changes in normal collections due to holidays by notification through at least two local media outlets or establish a permanent holiday schedule or plan to be printed within the refuse literature.

57. SCHEDULE ADHERANCE

- 57.1 If, at any time during the term of this contract, the Contractor shall collect any section of the City or the Village on a day other than the scheduled day, the Contractor shall immediately notify the respective municipality that he is in violation of the contract. If a similar violation should occur more than once within the three week period following the week of the original violation, the City or the Village will notify the Contractor by certified mail and withhold any further payment that may be due under the contract until the Contractor has furnished evidence satisfactory to the City or the Village that the Contractor has taken necessary actions and precautions to prevent further violations. The City or Village may determine that this second or subsequent collection violation as a breach of contract, and therefore the City and the Village reserves the right to terminate the contract. Delays that are occasioned by holidays, or by daily (any 24-hour period) precipitation of four (4) inches or more of rain, or eight (8) inches or more of snow, may not be considered as violations. The City Administrator, Village Administrator or the shall be the judge of whether delays constitute a violation, or not.

58. PLACE OF PICK-UP

- 58.1 The Contractor is responsible for the public streets, or properly wavered private street curbside pick-up of all residential locations as well as designated locations as requested by the City or Village.

59. REPLACEMENT DAMAGE

- 59.1 The Contractor is responsible for damages resulting from its careless handling of any receptacle. The Contractor at no extra charge to the user shall replace all containers, which suffer damage caused by the Contractor. If the original container was supplied by the CONTRACTOR, the containers so supplied shall remain the property of the CONTRACTOR. If the original container was supplied by the resident, then the replacement container shall be the property of the resident.

60. COLLECTION VEHICLES

- 60.1 All vehicles used for collection purposes, except those exempted by other provisions of these specifications, shall have fully enclosed bodies with self-contained mechanisms to load and compress the material collected. These vehicles must be modern, neat, rear, front, or side-loading packer-type motor trucks, have entry for refuse into the vehicle's collecting body. All vehicles shall be kept watertight to prevent leaking, shall be kept closed except during collections along collection route. All equipment used by the Contractor shall be painted with no rust showing on the cab, chassis or body. Vehicles must be kept in clean, sanitary and quiet operating condition. Vehicles must at all times

be supplied with brooms and necessary items to provide for immediate clean up of any litter or mess, which may result from leaking, spilling or blowing during collection procedures. Vehicles shall be clearly labeled with the firm's name, address, and telephone number and have a vehicle identification number printed clearly on each and every vehicle. However, if the Contractor desires to use a vehicle of larger capacity, specific written approval of the specific vehicle shall be required from the City's or the Village's Designated Representative, after an actual demonstration of the vehicle on the streets of the respective municipality. Overweight vehicles are the responsibility of the Contractor. Contractor is required to comply with weight requirements and safety requirements as established by Illinois Law or City or Village Ordinances for vehicles, vehicle operators and specialty equipment.

61. EMPLOYEES

- 61.1 The Contractor shall undertake to perform all disposal services rendered in a neat, orderly and efficient manner; to use care and diligence in the performance of this contract; and to provide neat, orderly and courteous personnel on its crews. The Contractor shall agree to prohibit any drinking of alcoholic beverages or use of illegal drugs or drugs which impair the ability of the employee or agent to safely and adequately perform his or her (drivers and crew members) job while on duty or in the course of performing their duties under this contract. The Contractor shall also agree to ensure that each employee driving a vehicle shall at all times carry a valid operator's license for the type vehicle he/she is driving. The Contractor's employees will be attired, at all times, in a professional-type manner. These specifics will be agreed upon between representatives from the Contractor and the City or Village Designated Representative.

62. ACCIDENT PREVENTION

- 62.1 Precaution shall be exercised at all times for the citizens, employees and property. The safety provisions of all applicable laws and building and construction codes shall be observed. Machinery, equipment and all hazards shall be guarded or eliminated in accordance with the safety provisions of the manual of Accident Prevention in Construction, published by the Associated General Contractors of America, to the extent that such provisions are not in contravention of applicable law.

63. COMPLAINT PROCEDURE

- 63.1 All complaints received by the Contractor shall be given prompt and courteous attention. The City and the Village, individually and the Contractor will agree upon a formalized complaint form to be filled out by the Contractor each and every time a customer contacts the Contractor with a complaint. It will be the Contractor's responsibility to have the complaint forms, on NCR (no carbon required) paper, printed and available for use by the Contractor prior to the commencement of this Contract. The Contractor will supply the City and the Village with sufficient NCR forms for logging of complaints by City and Village staff. Any complaint received by the City or the Village shall be immediately communicated to the contractor. The Contractor is required to supply the City with copies of all complaint forms within five (5) business days of a complaint being made, indicating thereon the resolution thereof

- 63.2 The Contractor shall provide the City and the Village with name, phone number, and email address for an individual to serve as point person for purposes of City staff contact with the Contractor.

64. COMPLAINTS

- 64.1 Where any dispute arises between a resident/customer and the Contractor, as to the manner or placing of containers for collection or preparation of recyclable materials, or the nature of the Contract or the like, the Contractor agrees that in the specific instance collection will be immediately made even though in its opinion, the customer is in error; and that it will immediately report the same to the City's or the Village's Designated Representative so that the City or the Village and the Contractor may resolve the dispute, if possible, before additional collection becomes necessary. The intent of this paragraph is to avoid disputes/disagreements between the customers and the Contractor's employees, and to permit disputes/disagreements to be handled by mutual discussion between the Contractor and the City or the Village. If a missed pick up is reported by the City or a customer to the Contractor, the Contractor shall collect the refuse, recyclable material or yard-waste from such customer within on (1) business day of notification. All complaints other than missed pickups shall be resolved to the satisfaction of the City or the Village within two (2) business days. As noted above, the Contractor shall supply to the City and the Village an NCR copy of the complaint form for each and every complaint and on which the nature of the complaint and the disposition is clearly noted. The Contractor shall cooperate with the City and the Village in minimizing complaints from customers. Continued unreasonable complaint levels, as determined by the City or the Village, or failure of the Contractor to carry out any of its contractual obligations such as, but not limited to, rude treatment, messy pickups, damage to persons or property and early start-up may be due cause for the City or the Village to terminate this Contract after notice and an opportunity to be heard.

65. CUSTOMER VIOLATIONS OF MUNICIPAL CODE

- 65.1 The Contractor shall have the right to notify any customer of noncompliance with the applicable Yorkville or Oswego code provisions concerning the handling or disposal of solid waste as those same may apply to such customers. The Contractor shall report any continuance of any such noncompliance to the respective City or Village.

66. NEW CUSTOMERS

- 66.1 The Contractor agrees to provide service immediately to all new customers, even if the new customer neglected to first notify or request collection services. The City and Village agrees to make every effort possible to alert the new customer to the collection procedure for refuse, recycling and yard-waste.

67. EXCLUSIVE GRANT/INTENT

- 67.1 The City and the Village, individually, agrees that in consideration of the faithful performance of the obligations herein undertaken by the Contractor, the City and Village does, by execution of this Contract pursuant to City Code, give and grant to the respective Contractor, for the term of this Contract only, the sole and exclusive Class A

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License to collect and dispose of all residential solid wastes. The Contract shall include all residences (attached single-family and detached single-family as defined herein) and municipal facilities as required within the corporate boundaries of the City of Yorkville or the Village of Oswego. This grant expressly includes the right and duty to service any land annexed to the City or Village where new residences or municipal buildings have been constructed during the term of this Contract. Service will be provided on the same terms as set forth herein. The City and Village shall communicate any changes to the corporate boundaries or service area resulting from annexations, zoning actions, site plan approvals, construction, etc., to the Contractor. It is the intent of this Contract to obtain, throughout its term, clean, courteous, well scheduled, and well-executed collection and disposal or processing of refuse, recycling and yard-waste from properties in the City of Yorkville and the Village of Oswego. While the City and Village recognize that any collection service involves minor customer operating problems, the intent of this Contract is to ensure that any such operating problems are minimized to the extent possible and corrected as soon as possible.

68. QUALIFICATIONS/REFERENCES

- 68.1 The Contractor shall provide at least five (5) references of "like" public agencies with current contacts in accordance with Appendix 4 and shall indicate if appropriate, which municipality has implemented a volume-based program. Contractor shall complete the attached Appendix 6 listing its qualifications.

69. PROPOSAL SECURITY

- 69.1 Each proposal shall be accompanied by proposal security, which shall be in the form of a certified check or a bank cashier's check in the amount of five thousand dollars (\$5,000), made payable to the City of Yorkville, and (\$5,000) made payable to the Village of Oswego. Proposals submitted without the required security shall be rejected. After formal written notification by the City or Village that a contract award decision has been made, the proposal security of the successful Contractor shall be forfeited to the City or Village in the event that the Contractor shall withdraw its proposal, or neglect or refuse to enter into a contract and required bond, and the Contractor shall be liable for any damages the City may thereby suffer.
- 69.2 Proposal securities shall be released as follows: (1) The successful Contractor's security shall be retained until the required performance bond (\$500,000.00) has been furnished; (2) Proposal securities of the proposing Contractors shall be held until the successful Contractor's performance bond has been furnished, at which time the checks will be promptly returned to the unsuccessful Contractors

70. TERM OF CONTRACT

- 70.1 Yorkville program - The term of the Contract will be four (4) years and nine (9) months years, and shall commence at 12:01 a.m. on August 1, 2012 and shall remain in full force and effect through termination at 11:59 p.m. on April 30, 2017. Upon request, the City may exercise an option to extend the contract term for an additional two (2) year period ending at 11:59 p.m. on April 30, 2019. The Contractor may negotiate in good faith, on request of the City, for an extension to the contract, provided that the contract extension

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is approved by the City Council no later than one hundred twenty (120) days before the termination of the existing contract.

Oswego Options A, B, and C – For all Oswego Options, the Village desires quotes on two different Contract terms. The first desired quote for Contract term will be for two (2) years and nine (9) months, and shall commence at 12:01 a.m. on August 1, 2012 and shall remain in full force and effect through termination at 11:59 p.m. on April 30, 2015.

The second desired quote Contract term will be for four (4) years and nine (9) months, and shall commence at 12:01 a.m. on August 1, 2012 and shall remain in full force and effect through termination at 11:59 p.m. on April 30, 2017. The Village shall choose the length of the Contract term upon acceptance of a proposer.

71. STICKER REFUND

- 71.1 At the end of the Contract term, should the City or the Village select a different scavenger service, the Contractor agrees to refund to all customers, retailers and the City and Village, the full purchase price of all refuse/yard-waste stickers returned to the Contractor within one hundred twenty (120) days after the end of such term.

72. PERFORMANCE BOND

- 72.1 The Contractor shall provide a performance bond issued by a surety in an amount of \$500,000 to each of the the City and the Village.

73. EMERGENCIES

- 73.1 The Contractor agrees that should any emergency arise by reason of storm, tornadoes, or other act of God which require additional hauling equipment by the City or the Village, the Contractor's equipment shall be placed at the disposal of the City or Village upon request for such temporary use, provided that upon such use the City or the Village shall pay the operating cost of such equipment and labor as it is used. The City and the Village, individually, reserves the right to direct which disposal sites are to be used during an emergency.

74. LOCAL IMPROVEMENTS

- 74.1 The City of Yorkville and the Village of Oswego reserves the right to construct any improvement or to permit any construction in any street, which may have the effect for a time of preventing the Contractor from traveling his accustomed route or routes for collection. The Contractor shall, however, by an acceptable method, continue to collect the refuse, yard-waste and recyclables to the same extent as though no interference existed upon the streets formerly traveled. This shall be done without extra cost to the City of Yorkville or the Village of Oswego.

75. TAXES, LICENSES & PERMITS

- 75.1 The Contractor shall pay all sales, use, property, income, and other taxes that are lawfully assessed against the City, Village or the Contractor in connection with the Contractor's facilities and the work included in this Contract, and shall obtain and pay for all licenses, permits, certificates of authority, and inspections required for the work. The Contractor shall furnish to the City and the Village satisfactory evidence that it has all permits,

licenses, and certificates of authority required to operate for the term of this contract.

76. DEFAULT

76.1 If the Contractor fails to observe the established schedule for more than two (2) consecutive working days, and in the opinion of the City's or Village's Designated Representative, there has not been sufficient cause to justify such lack of observance, the City or the Village, respectively, shall serve notice, either personally or by affixing such notice to the local premises of the Contractor, that this contract shall be in default if the Contractor does not take action to re-establish the schedule within twenty-four (24) hours of said notice. If at the end of the twenty-four (24) hour period, the Contractor has not made the necessary corrections, the City or the Village shall take such steps as are necessary, to provide services according to the collection schedule submitted by the Contractor. The Contractor will be liable for any costs of such steps from the date of the notice of default. If deemed necessary by the City's or Village's Designated Representative, the City or the Village shall have the right to take over all equipment and facilities of the Contractor for a period of up to one-hundred-twenty (120) days from the date of notice of default.

77. STRIKES/FORCE MAJEURE

77.1 The Contractor shall be required to file proof with the City Administrator and Village Administrator, or their designee that it has a "no strike" provision for the duration of all collective bargaining agreements with its workers. Upon execution of any new agreement, the Contractor shall forward to the City Administrator and Village Administrator within thirty (30) days thereafter, proof that said agreement also contains a "no strike" clause.

78.2 In the event that the Contractor shall fail to collect, remove and properly dispose of the waste in accordance with the terms of this contract, for a period of five (5) business days or more, the CITY or Village, may, at its option, cause such waste to be collected and disposed of by any reasonable means available to the CITY or the Village, and the cost thereof may be charged against the Contractor and the performance bond furnished by the Contractor. The foregoing option shall not be available to the CITY or the Village if the Contractor's failure so to collect and remove waste for the period was due to unusual weather conditions, or some other "act of God," which rendered such collection and removal impossible to perform. The Contractor shall not be liable for the failure to perform its duties if such failure was caused by a catastrophe, riot, war, government order or regulation, fire, accident or any similar contingency beyond the reasonable control of the Contractor. "Act of God" does not include any strike, sympathy strike, slowdown, sit-down, stoppage of work, refusal to perform overtime, mass absenteeism, refusal to cross a picket line or any other similar concerted action or intentional interruption or disruption of the operations of the Contractor by Contractor's own employees (the foregoing collectively referred to as "labor dispute"), provided, however, that in the event that the CITY or the Village exercises its option under this Article to collect and dispose of waste by other reasonable means because of the Contractor's failure to perform due to a labor dispute, the total amount charged against the Contractor by the CITY or Village can only be an amount which is in excess of the total amount that the CITY or Village would have otherwise paid to the Contractor for collection over the duration of the labor dispute. The CONTRACTOR shall promptly notify the CITY and Village in writing of any

United City of Yorkville and Village of Oswego

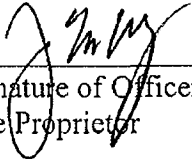
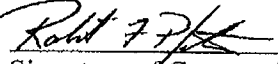
event covered by this Section and the date, nature and cause thereof. Such notice shall indicate the anticipated extent of such delay and the obligations under this Agreement to be affected thereby

IV. PROPOSAL/CONTRACT FORM

*****THIS PROPOSAL, WHEN ACCEPTED AND SIGNED BY AN AUTHORIZED SIGNATORY OF THE CITY OF YORKVILLE, SHALL BECOME A CONTRACT BINDING UPON BOTH PARTIES.**

Entire Block Must Be Completed When A Submitted Bid Is To Be Considered For Award

PROPOSER:

<u>Veolia ES Solid Waste Midwest, LLC</u>	<u>Date: 04/09/11</u>
Company Name	
<u>1660 Hubbard Avenue, 1st Floor</u>	<u>Bob.Pfister@veoliaes.com</u>
Street Address of Company	Email Address
<u>Batavia, Illinois 60510</u>	<u>Bob Pfister</u>
City, State, Zip	Contact Name (Print)
<u>(630) 587-8282</u>	<u>(630) 587-8282</u>
Business Phone	24-Hour Telephone
<u>(630) 761-3105</u>	
Fax	Signature of Officer, Partner or Sole Proprietor
	<u>James M. Rooney</u>
	Print Name & Title
	Regional Vice President
ATTEST: If a Corporation	
	
Signature of Corporation Secretary	Municipal Marketing Mgr.

CITY OF YORKVILLE or VILLAGE OF OSWEGO:

_____ Authorized Signature	ATTEST:
_____ Title	_____ Signature of City/Village Clerk
_____ Date	_____ Date

In compliance with the specifications, the above-signed offers and agrees, if this Proposal is accepted within **90** calendar days from the date of opening, to furnish any or all of the services upon which prices are quoted, at the price set opposite each item, delivered at the designated point within the time specified above.

VENDOR W-9 REQUEST FORM

The law requires that we maintain accurate taxpayer identification numbers for all individuals and partnerships to whom we make payments, because we are required to report to the I.R.S. all payments of \$600 or more annually. We also follow the I.R.S. recommendation that this information be maintained for all payees including corporations.

Please complete the following substitute W-9 letter to assist us in meeting our I.R.S. reporting requirements. The information below will be used to determine whether we are required to send you a Form 1099. Please respond as soon as possible, as failure to do so will delay our payments.

BUSINESS (PLEASE PRINT OR TYPE):

NAME: Veolia ES Solid Waste Midwest, LLC

ADDRESS: 1660 Hubbard Avenue. 1st Floor

CITY: Batavia, Illinois 60510

STATE: Illinois ZIP: 60510

PHONE: (630) 587-8282

FAX: (630) 761-3105

TAX ID #(TIN): 76-0839612

(If you are supplying a social security number, please give your full name)

REMIT TO ADDRESS (IF DIFFERENT FROM ABOVE):

NAME: Same

ADDRESS: _____

CITY: _____

STATE: _____ ZIP: _____

TYPE OF ENTITY (CIRCLE ONE):

•Individual

•LLP (Limited Liability Partnership)

•Partnership

•Other (Please describe) _____

•Sole Proprietor

•LLC (Limited Liability Corporation)

•Charitable/Nonprofit

•Government Agency

•Medical

•Incorporated

SIGNATURE: 

DATE: 04/09/11

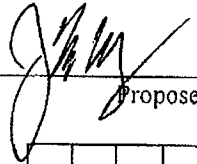
PROPOSER'S CERTIFICATION (page 1 of 3)

With regard to Solid Waste Collection Veolia ES Solid Waste
RFP, proposer Midwest, LLC hereby certifies
(Name of Project) (Name of Proposer)
the following:

1. Proposer is not barred from bidding this contract as a result of violations of Section 720 ILCS 5/33E-3 (Bid Rigging) or 720 ILCS 5/33E-4 (Bid-Rotating);
2. Proposer certifies that it has a written sexual harassment policy in place and is in full compliance with 775 ILCS §12-105(A)(4);
3. Proposer certifies that not less than the prevailing rate of wages as determined by the City of Yorkville or Village of Oswego, Kendall County or the Illinois Department of Labor shall be paid to all laborers, workers and mechanics performing work for the respective municipality. All bonds shall include a provision as will guarantee the faithful performance of such prevailing wage clause. Proposer agrees to comply with the Illinois Prevailing Wage Act, 820 ILCS 130/1 *et seq.*, for all work completed. Proposer agrees to pay the prevailing wage and require that all of its subcontractors pay prevailing wage to any laborers, workers or mechanics who perform work pursuant to this contract or related subcontract. Proposer and each subcontractor shall keep or cause to be kept an accurate record of names, occupations and actual wages paid to each laborer, workman and mechanic employed by the Proposer in connection with the contract. This record shall be sent to the City and Village on a monthly basis along with the invoice and shall be open to inspection at all reasonable hours by any representative of the City, Village, or the Illinois Department of Labor and must be preserved for four (4) years following completion of the contract. Proposer certifies that proposer and any subcontractors working on the project are aware that filing false payroll records is a class B misdemeanor and that the monetary penalties for violations are to be paid pursuant to law by the proposer, contractor and subcontractor. The City and the Village shall not be liable for any underpayments. If applicable: Since this is a contract for a fixed public works project, as defined in 820 ILCS 130/2, Contractor agrees to post at the job site in an easily accessible place, the prevailing wages for each craft or type of worker or mechanic needed to execute the contract or work to be performed.
4. Proposer certifies that it is in full compliance with the Federal Highway Administrative Rules on Controlled Substances and Alcohol Use and Testing, 49 C. F.R. Parts 40 and 382 and that all employee drivers are currently participating in a drug and alcohol testing program pursuant to the Rules.
5. Proposer further certifies that it is not delinquent in the payment of any tax administered by the Department of Revenue, or that Proposer is contesting its liability for the tax delinquency or the amount of a tax delinquency in accordance with the procedures established by the appropriate Revenue Act. Proposer further certifies that if it owes any tax payment(s) to the Department of Revenue, Proposer has entered into an agreement with the Department of

PROPOSER'S CERTIFICATION (page 2 of 3)

Revenue for the payment of all such taxes that are due, and Proposer is in compliance with the agreement.

BY:  James M. Rooney
Proposer's Authorized Agent

7 6 - 0 8 3 9 6 1 2

FEDERAL TAXPAYER IDENTIFICATION NUMBER

or N/A
Social Security Number



Subscribed and sworn to before me
this 9 day of April, 2012


Notary Public)

(Fill Out Applicable Paragraph Below)

(a) Corporation

The Proposer is a corporation organized and existing under the laws of the State of Wisconsin, which operates under the Legal name of Veolia ES Solid Waste Midwest, LLC, and the full names of its Officers are as follows:

President: James M. Long

Secretary: Michael K. Slattery

Treasurer: Raphael B. Bruckert
and it does ^{not} have a corporate seal. (In the event that this bid is executed by other than the President, attach hereto a certified copy of that section of Corporate By-Laws or other authorization by the Corporation which permits the person to execute the offer for the corporation.)

(b) Partnership

Signatures and Addresses of All Members of Partnership:

N/A

VEOLIA ES SOLID WASTE MIDWEST, LLC

FEIN: 76-0839612

Business type: Limited liability company organized in Wisconsin on 10/18/06

IL Qualification: Qualified to do business in Illinois on 12/7/06; also does business in IL under registered dba of "Veolia Environmental Services"

The company is a LLC with a sole member, Veolia ES Solid Waste of North America, LLC. Additional information on the sole member is shown below.

Additionally, the company has the following officers, none of which holds any ownership interest in the company:

Officers:

President	James M. Long
Vice President & Treasurer	Raphael B. Bruckert
Vice President & Secretary	Michael K. Slattery
Vice President	Michael Dougherty
Vice President	James M. Rooney
Assistant Secretary	Matthew C. Gunnelson
Assistant Treasurer	Henry P. Karius

Sole Member: Veolia ES Solid Waste of North America, LLC,
A LLC organized in Wisconsin
(FEIN: 39-1733405)
Address: 125 S. 84th Street, Suite 200
Milwaukee, WI 53214
Ph: 414-479-7800

PROPOSER'S CERTIFICATION (page 3 of 3)

The partnership does business under the legal name of: _____
which name is registered with the office of _____ in the state of _____.

(c) Sole Proprietor

The Supplier is a Sole Proprietor whose full name is: _____
and if operating under a trade name, said trade name is: _____
which name is registered with the office of _____ in the state of _____.

5. Are you willing to comply with the City's and Village's preceding insurance requirements within 13 days of the award of the contract?

Insurer's Name Please attached Certificate of Insurance

Agent Marsh USA Inc.

Street Address Two Logan Square

City, State, Zip Code Philadelphia, PA 19103-2797

Telephone Number (212) 948-0360

I/We affirm that the above certifications are true and accurate and that I/we have read and understand them.

Print Name of Company: Veolia ES Solid Waste Midwest, LLC

Print Name and Title of Authorizing Signature: James M. Rooney
Regional Vice President

Signature: 

Date: 04/09/11

APPENDIX 1
GENERAL PRICE QUOTATION SHEET

See attached spreadsheet

Plan Description		September 1, 2012 to April 30, 2013	May 1, 2013 to April 30, 2014	May 1, 2014 to April 30, 2015	May 1, 2015 to April 30, 2016	
Yorkville Option A only		33 gal. tote: \$17.10	33 gal. tote: \$17.61	33 gal. tote: \$18.14	33 gal. tote: \$18.69	33 gal. tote: \$19.25
		65 gal. tote: \$17.10	65 gal. tote: \$17.61	65 gal. tote: \$18.14	65 gal. tote: \$18.69	65 gal. tote: \$19.25
		96 gal. tote: \$17.10	96 gal. tote: \$17.61	96 gal. tote: \$18.14	96 gal. tote: \$18.69	96 gal. tote: \$19.25
Yorkville Option B only		33 gal. tote: \$18.30	33 gal. tote: \$18.85	33 gal. tote: \$19.41	33 gal. tote: \$20.00	33 gal. tote: \$20.60
		65 gal. tote: \$18.30	65 gal. tote: \$18.85	65 gal. tote: \$19.41	65 gal. tote: \$20.00	65 gal. tote: \$20.60
		96 gal. tote: \$18.30	96 gal. tote: \$18.85	96 gal. tote: \$19.41	96 gal. tote: \$20.00	96 gal. tote: \$20.60
Oswego Option A only 3 year term	NO BID	Resident: ----- Senior: -----	Resident: ----- Senior: -----	Resident: ----- Senior: -----	N/A N/A N/A N/A	N/A N/A N/A N/A
Oswego Option B only 3 year term	NO BID	2-33 gal. owner: ----- 65 gal. contractor tote: ----- 2-33 gal. owner, senior: ----- 65 gal. contractor tote, senior: -----	2-33 gal. owner: ----- 65 gal. contractor tote: ----- 2-33 gal. owner, senior: ----- 65 gal. contractor tote, senior: -----	2-33 gal. owner: ----- 65 gal. contractor tote: ----- 2-33 gal. owner, senior: ----- 65 gal. contractor tote, senior: -----	N/A N/A N/A N/A N/A N/A N/A N/A	N/A N/A N/A N/A N/A N/A N/A N/A
Oswego Option C only 3 year term	NO BID	33 gal. tote: ----- 65 gal. tote: ----- 96 gal. tote: ----- 33 gal. tote, senior: ----- 65 gal. tote, senior: ----- 96 gal. tote, senior: -----	33 gal. tote: ----- 65 gal. tote: ----- 96 gal. tote: ----- 33 gal. tote, senior: ----- 65 gal. tote, senior: ----- 96 gal. tote, senior: -----	33 gal. tote: ----- 65 gal. tote: ----- 96 gal. tote: ----- 33 gal. tote, senior: ----- 65 gal. tote, senior: ----- 96 gal. tote, senior: -----	N/A N/A N/A N/A N/A N/A N/A N/A N/A N/A N/A N/A	N/A N/A N/A N/A N/A N/A N/A N/A N/A N/A N/A N/A
Oswego Option A only 5 year term		Resident: \$18.25 Senior resident: \$17.25	Resident: \$18.80 Senior resident: \$17.77	Resident: \$19.36 Senior resident: \$18.30	Resident: \$19.94 Senior resident: \$18.85	Resident: \$20.54 Senior resident: \$19.42
Oswego Option B only 5 year term		2-33 gal. owner: \$17.68 65 gal. contractor tote: \$17.68 2-33 gal. owner, senior: \$16.68 65 gal. contractor tote, senior: -----	2-33 gal. owner: \$18.21 65 gal. contractor tote: \$18.21 2-33 gal. owner, senior: \$17.18 65 gal. contractor tote, senior: -----	2-33 gal. owner: \$18.76 65 gal. contractor tote: \$18.76 2-33 gal. owner, senior: \$17.70 65 gal. contractor tote, senior: -----	2-33 gal. owner: \$19.32 65 gal. contractor tote: \$19.32 2-33 gal. owner, senior: \$18.23 65 gal. contractor tote, senior: -----	2-33 gal. owner: \$19.90 65 gal. contractor tote: \$19.90 2-33 gal. owner, senior: \$18.77 65 gal. contractor tote, senior: -----
Oswego Option C only 5 year term		33 gal. tote: \$17.48 65 gal. tote: \$17.48 96 gal. tote: \$17.48 33 gal. tote, senior: \$16.48 65 gal. tote, senior: ----- 96 gal. tote, senior: -----	33 gal. tote: \$18.00 65 gal. tote: \$18.00 96 gal. tote: \$18.00 33 gal. tote, senior: \$16.97 65 gal. tote, senior: ----- 96 gal. tote, senior: -----	33 gal. tote: \$18.54 65 gal. tote: \$18.54 96 gal. tote: \$18.54 33 gal. tote, senior: \$17.48 65 gal. tote, senior: ----- 96 gal. tote, senior: -----	33 gal. tote: \$19.10 65 gal. tote: \$19.10 96 gal. tote: \$19.10 33 gal. tote, senior: \$18.01 65 gal. tote, senior: ----- 96 gal. tote, senior: -----	33 gal. tote: \$19.67 65 gal. tote: \$19.67 96 gal. tote: \$19.67 33 gal. tote, senior: \$18.55 65 gal. tote, senior: ----- 96 gal. tote, senior: -----

[illegible]

		September 1, 2012 to April 30, 2013	May 1, 2013 to April 30, 2014	May 1, 2014 to April 30, 2015	May 1, 2015 to April 30, 2016					
Yorkeville Option A (5-year) and Oswego Option A, 5-year	Yorke 33 gal. tote:	\$17.10	Yorke 33 gal. tote:	\$17.61	Yorke 33 gal. tote:	\$18.14	Yorke 33 gal. tote:	\$18.69	Yorke 33 gal. tote:	\$19.25
	Yorke 65 gal. tote:	\$17.10	Yorke 65 gal. tote:	\$17.61	Yorke 65 gal. tote:	\$18.14	Yorke 65 gal. tote:	\$18.69	Yorke 65 gal. tote:	\$19.25
	Yorke 96 gal. tote:	\$17.10	Yorke 96 gal. tote:	\$17.61	Yorke 96 gal. tote:	\$18.14	Yorke 96 gal. tote:	\$18.69	Yorke 96 gal. tote:	\$19.25
	Osw resident:	\$18.25	Osw resident:	\$18.80	Osw resident:	\$19.36	Osw resident:	\$19.94	Osw resident:	\$20.54
	Osw senior:	\$17.25	Osw senior:	\$17.77	Osw senior:	\$18.30	Osw senior:	\$18.85	Osw senior:	\$19.42
Yorkeville Option A (5-year) and Oswego Option B, 5-year	Yorke 33 gal. tote:	\$17.10	Yorke 33 gal. tote:	\$17.61	Yorke 33 gal. tote:	\$18.14	Yorke 33 gal. tote:	\$18.69	Yorke 33 gal. tote:	\$19.25
	Yorke 65 gal. tote:	\$17.10	Yorke 65 gal. tote:	\$17.61	Yorke 65 gal. tote:	\$18.14	Yorke 65 gal. tote:	\$18.69	Yorke 65 gal. tote:	\$19.25
	Yorke 96 gal. tote:	\$17.10	Yorke 96 gal. tote:	\$17.61	Yorke 96 gal. tote:	\$18.14	Yorke 96 gal. tote:	\$18.69	Yorke 96 gal. tote:	\$19.25
	Osw 2-33 gal. owner:	\$17.68	Osw 2-33 gal. owner:	\$18.21	Osw 2-33 gal. owner:	\$18.76	Osw 2-33 gal. owner:	\$19.32	Osw 2-33 gal. owner:	\$19.90
	Osw 65 gal. contractor tote:	\$17.68	Osw 65 gal. contractor tote:	\$18.21	Osw 65 gal. contractor tote:	\$18.76	Osw 65 gal. contractor tote:	\$19.32	Osw 65 gal. contractor tote:	\$19.90
Yorkeville Option A (5-year) and Oswego Option C, 5-year	Osw 2-33 gal. owner, senior:	\$16.68	Osw 2-33 gal. owner, senior:	\$17.18	Osw 2-33 gal. owner, senior:	\$17.70	Osw 2-33 gal. owner, senior:	\$18.23	Osw 2-33 gal. owner, senior:	\$18.77
	Osw 65 gal. cont. tote, senior:	-----	Osw 65 gal. cont. tote, senior:	-----	Osw 65 gal. cont. tote, senior:	-----	Osw 65 gal. cont. tote, senior:	-----	Osw 65 gal. cont. tote, senior:	-----
	Yorke 33 gal. tote:	\$17.10	Yorke 33 gal. tote:	\$17.61	Yorke 33 gal. tote:	\$18.14	Yorke 33 gal. tote:	\$18.69	Yorke 33 gal. tote:	\$19.25
	Yorke 65 gal. tote:	\$17.10	Yorke 65 gal. tote:	\$17.61	Yorke 65 gal. tote:	\$18.14	Yorke 65 gal. tote:	\$18.69	Yorke 65 gal. tote:	\$19.25
	Yorke 96 gal. tote:	\$17.10	Yorke 96 gal. tote:	\$17.61	Yorke 96 gal. tote:	\$18.14	Yorke 96 gal. tote:	\$18.69	Yorke 96 gal. tote:	\$19.25
Yorkeville Option B (5-year) and Oswego Option A, 5-year	Osw 33 gal. tote:	\$17.48	Osw 33 gal. tote:	\$18.00	Osw 33 gal. tote:	\$18.54	Osw 33 gal. tote:	\$19.10	Osw 33 gal. tote:	\$19.67
	Osw 65 gal. tote:	\$17.48	Osw 65 gal. tote:	\$18.00	Osw 65 gal. tote:	\$18.54	Osw 65 gal. tote:	\$19.10	Osw 65 gal. tote:	\$19.67
	Osw 96 gal. tote:	\$17.48	Osw 96 gal. tote:	\$18.00	Osw 96 gal. tote:	\$18.54	Osw 96 gal. tote:	\$19.10	Osw 96 gal. tote:	\$19.67
	Osw 33 gal. tote, senior:	\$16.48	Osw 33 gal. tote, senior:	\$16.97	Osw 33 gal. tote, senior:	\$17.48	Osw 33 gal. tote, senior:	\$18.01	Osw 33 gal. tote, senior:	\$18.55
	Osw 65 gal. tote, senior:	-----	Osw 65 gal. tote, senior:	-----	Osw 65 gal. tote, senior:	-----	Osw 65 gal. tote, senior:	-----	Osw 65 gal. tote, senior:	-----
Yorkeville Option B (5-year) and Oswego Option A, 5-year	Osw 96 gal. tote, senior:	-----	Osw 96 gal. tote, senior:	-----	Osw 96 gal. tote, senior:	-----	Osw 96 gal. tote, senior:	-----	Osw 96 gal. tote, senior:	-----
	Yorke 33 gal. tote:	\$18.30	Yorke 33 gal. tote:	\$18.85	Yorke 33 gal. tote:	\$19.41	Yorke 33 gal. tote:	\$20.00	Yorke 33 gal. tote:	\$20.60
	Yorke 65 gal. tote:	\$18.30	Yorke 65 gal. tote:	\$18.85	Yorke 65 gal. tote:	\$19.41	Yorke 65 gal. tote:	\$20.00	Yorke 65 gal. tote:	\$20.60
	Yorke 96 gal. tote:	\$18.30	Yorke 96 gal. tote:	\$18.85	Yorke 96 gal. tote:	\$19.41	Yorke 96 gal. tote:	\$20.00	Yorke 96 gal. tote:	\$20.60
	Osw resident:	\$18.25	Osw resident:	\$18.80	Osw resident:	\$19.36	Osw resident:	\$19.94	Osw resident:	\$20.54
Yorkeville Option B (5-year) and Oswego Option B, 5-year	Osw senior:	\$17.25	Osw senior:	\$17.77	Osw senior:	\$18.30	Osw senior:	\$18.85	Osw senior:	\$19.42
	Yorke 33 gal. tote:	\$18.30	Yorke 33 gal. tote:	\$18.85	Yorke 33 gal. tote:	\$19.41	Yorke 33 gal. tote:	\$20.00	Yorke 33 gal. tote:	\$20.60
	Yorke 65 gal. tote:	\$18.30	Yorke 65 gal. tote:	\$18.85	Yorke 65 gal. tote:	\$19.41	Yorke 65 gal. tote:	\$20.00	Yorke 65 gal. tote:	\$20.60
	Yorke 96 gal. tote:	\$18.30	Yorke 96 gal. tote:	\$18.85	Yorke 96 gal. tote:	\$19.41	Yorke 96 gal. tote:	\$20.00	Yorke 96 gal. tote:	\$20.60
	Osw 2-33 gal. owner:	\$17.68	Osw 2-33 gal. owner:	\$18.21	Osw 2-33 gal. owner:	\$18.76	Osw 2-33 gal. owner:	\$19.32	Osw 2-33 gal. owner:	\$19.90
Yorkeville Option B (5-year) and Oswego Option C, 5-year	Osw 65 gal. contractor tote:	\$17.68	Osw 65 gal. contractor tote:	\$18.21	Osw 65 gal. contractor tote:	\$18.76	Osw 65 gal. contractor tote:	\$19.32	Osw 65 gal. contractor tote:	\$19.90
	Osw 2-33 gal. owner, senior:	\$16.68	Osw 2-33 gal. owner, senior:	\$17.18	Osw 2-33 gal. owner, senior:	\$17.70	Osw 2-33 gal. owner, senior:	\$18.23	Osw 2-33 gal. owner, senior:	\$18.77
	Osw 65 gal. cont. tote, senior:	-----	Osw 65 gal. cont. tote, senior:	-----	Osw 65 gal. cont. tote, senior:	-----	Osw 65 gal. cont. tote, senior:	-----	Osw 65 gal. cont. tote, senior:	-----
	Yorke 33 gal. tote:	\$18.30	Yorke 33 gal. tote:	\$18.85	Yorke 33 gal. tote:	\$19.41	Yorke 33 gal. tote:	\$20.00	Yorke 33 gal. tote:	\$20.60
	Yorke 65 gal. tote:	\$18.30	Yorke 65 gal. tote:	\$18.85	Yorke 65 gal. tote:	\$19.41	Yorke 65 gal. tote:	\$20.00	Yorke 65 gal. tote:	\$20.60
Yorkeville Option B (5-year) and Oswego Option C, 5-year	Yorke 96 gal. tote:	\$18.30	Yorke 96 gal. tote:	\$18.85	Yorke 96 gal. tote:	\$19.41	Yorke 96 gal. tote:	\$20.00	Yorke 96 gal. tote:	\$20.60
	Osw 33 gal. tote:	\$17.48	Osw 33 gal. tote:	\$18.00	Osw 33 gal. tote:	\$18.54	Osw 33 gal. tote:	\$19.10	Osw 33 gal. tote:	\$19.67
	Osw 65 gal. tote:	\$17.48	Osw 65 gal. tote:	\$18.00	Osw 65 gal. tote:	\$18.54	Osw 65 gal. tote:	\$19.10	Osw 65 gal. tote:	\$19.67
	Osw 96 gal. tote:	\$17.48	Osw 96 gal. tote:	\$18.00	Osw 96 gal. tote:	\$18.54	Osw 96 gal. tote:	\$19.10	Osw 96 gal. tote:	\$19.67
	Osw 33 gal. tote, senior:	\$16.48	Osw 33 gal. tote, senior:	\$16.97	Osw 33 gal. tote, senior:	\$17.48	Osw 33 gal. tote, senior:	\$18.01	Osw 33 gal. tote, senior:	\$18.55
Yorkeville Option B (5-year) and Oswego Option C, 5-year	Osw 65 gal. tote, senior:	-----	Osw 65 gal. tote, senior:	-----	Osw 65 gal. tote, senior:	-----	Osw 65 gal. tote, senior:	-----	Osw 65 gal. tote, senior:	-----
	Osw 96 gal. tote, senior:	-----	Osw 96 gal. tote, senior:	-----	Osw 96 gal. tote, senior:	-----	Osw 96 gal. tote, senior:	-----	Osw 96 gal. tote, senior:	-----

APPENDIX 2 REQUIRED RECYCLABLES TO BE COLLECTED

The City requires that the Contractor shall collect the following recyclable material for the entire term of the contract. Additionally, the Contractor is encouraged to identify additional items they will be collecting, not on the current list.

Required Recyclable Materials

- brown paper bags
- corrugated cardboard
- boxes and cartons
- chipboard/paperboard (to include brown or gray box board or paperboard, cereal boxes, shoe boxes, & paper towel cores)
- magazines and catalogues
- mixed paper, glossy & non-glossy (to include stationary, notebook paper, post-it notes, computer paper, typing paper, flyers, greeting cards, file folders and all envelopes, with and without windows)
- newspaper (including all supplements)
- telephone books
- wet strength carrier stock (to include paper board used for refrigerated and frozen items)
- frozen food packages
- aerosol cans
- aluminum cans and foil
- formed aluminum containers and wraps
- aseptic packaging and gable top containers
- formed steel containers
- glass bottles and jars (brown, green, and clear)
- plastic containers (colored or cloudy white HDPE milk, juice and/or water bottles, jars and jugs)
- all plastic containers #1 through #5 and plastic containers #7
- LDPE and HDPE soft plastic six (6) and twelve (12) pack rings
- steel cans
- steel paint cans and lids
- household batteries

Other Recyclable Materials Proposed by Contractor

- ☒ See attached List
- ☐ _____
- ☐ _____

APPENDIX 4
SCHEDULE OF ILLINOIS MUNICIPALITIES SERVED

Please list municipal references. (Please attach additional sheets if necessary)

Municipality	Contact Name & Telephone Number	Service Dates	Explanation of Collection and Disposal Program
Please See Attached List of Municipal References			



THE VILLAGE OF
OAK LAWN

April 29, 2009

Veolia ES Solid Waste Midwest, LLC
1660 Hubbard Avenue, 2nd Floor
Batavia, IL 60510

Dear Bob,

At your request, I am writing to attest to how pleased our Village was in the transition from our former hauler to Veolia in the summer of 2007. As you can well imagine, we were quite concerned about the transition and the impact it would have on our residents and the Village staff. This is especially true when the new service provider is delivering 30,000 new carts to our residents. However, Veolia developed a transition plan that ensured our residents received their new carts in a timely and orderly fashion. They also provided the necessary program information to make certain the residents had a smooth transition to the new service. Key members of the Veolia team provided regular updates to the Village staff and addressed the few issues that arose in a prompt and courteous manner.

We have been very pleased with the level of professionalism and attentiveness we have received and continue to receive from Veolia. The Village of Oak Lawn looks forward to our continued relationship.

Sincerely,

Jane M. Quinlan
Village Clerk

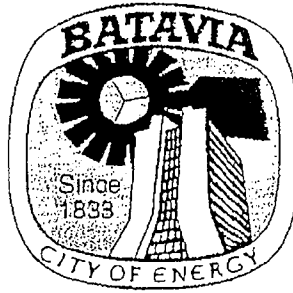


CITY OF BATAVIA

100 North Island Avenue, Batavia, Illinois 60510
Phone: (630) 879-1424 Fax: (630) 879-0710

JEFFERY D. SCHIELKE
Mayor

M. HANNAH VOLK
City Clerk



WILLIAM R. McGRATH
City Administrator

RANDALL R. RECKLAUS
Assistant City Administrator

JOHN S. NOBLE
City Attorney

To Whom It May Concern:

March 16, 2005

On behalf of the City of Batavia I write this letter regarding the Onyx Waste Services. The contract under which controls the relationship with our waste company has very specific language regarding the service, which must be provided by the waste company. It has been said more than once by residence of our city that the feeling of Onyx as our waste hauler has been superior in service to our customers. More that one letter or note has been received complementing them on the job that they perform.

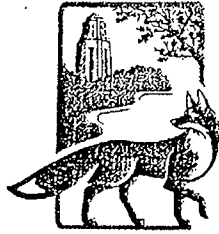
Coming into our community and taking over the collect of solid waste from another company sounds like a monumental task. The transition from one organization to another in our opinion went very smooth with little problems involved. Switching the type of collection stickers containers and bags went well when Onyx allowed a 30-day grace period from one company to another. Onyx also offered and provided three different types of wheeled carts available to the citizens at a monthly fee. This program was very successful for them and the number of these carts in the community has almost tripled since the beginning of the contact.

The City of Batavia's solid waste contact covers several facets of the waste stream and were detailed in part about our recycling program. Onyx met our needs and them some by offering several routes to choose from in our program. Presently they are single streaming the collection of recycling and they collect a large variety of items, these are collected on a weekly basis. Along with this program large items and appliances are also collected to the cities satisfaction.

It is our opinion that Onyx waste services has been living up to the terms of the contract and has offered the citizens of Batavia a well rounded service based company. There customer service attitude and action has in our opinion has been outstanding.

We the City of Batavia would gladly recommend this company to any other municipality who might be interested in having Onyx bid for their solid waste contract.

Robert Popeck
Administrative Assistant.



ST. CHARLES
SINCE 1834

March 4, 2005

Mr. Edward A Patrone
Onyx Waste Services
1210 Lyon Road
Batavia, Illinois 60510

Re: Refuse Service

Dear Mr. Patrone:

As you know, Onyx Waste Services has provided residential refuse and recycling services for the City of St. Charles for the previous three years. I am writing to express my appreciation for the excellent service you and your company have provided to our residents. Both the office staff and drivers have been very courteous and helpful when I have had occasion to speak with them. I have personally received a number of positive comments on the efficient services provided to us. The one-pass collection system for refuse and recyclables has worked very well, helping us to maintain a neat appearance throughout our city.

Please extend my thanks to the rest of your staff for the commitment to service that you have extended to the City of St. Charles. I look forward our continued partnership and successes.

Sincerely,

Clifford L. White, Jr.
Environmental Services Superintendent

CLW/jj

SUSAN L. KLINKHAMER *Mayor*

LARRY W. MAHOLLAND *City Administrator*

Chicagoland Veolia Municipal Contract References

Village of Wilmette

1200 Wilmette Avenue
Wilmette, IL 60091
847-251-2700
frenzert@wilmette.com

Tim Frenzer
Village Manager

- 8,500 Residential Units
- 13 years of continuous service
- Once and twice per week back door or alley pick up
- Solid waste, recyclables and yardwaste

City of Zion

2828 Sheridan Road
Zion, IL 60099
847-746-4000
RonC@zion.il.us

Ron Colangelo
Director of Public Works

- 5,900 Residential Units
- 20 years of continuous service
- Once per week curbside pick up
- Solid waste, recyclables and yardwaste

Village of Winnetka

510 Green Bay Road
Winnetka, IL 60093
847-501-6000
Ssaunders@winnetka.org

Steve Saunders
Director of Public Works

- 4,000 Residential Units
- 11 years of continuous service
- Once per week curbside pick up
- Recyclables

City of Waukegan

106 North Utica
Waukegan, IL 60085
847-599-2500
Ray.Vukovich@ci.waukegan.il.us

Tom Hagerty
Director of Public Works

- 19,000 Residential Units
- 25 years of continuous service
- Once per week curbside pick up
- Solid waste, recyclables and yardwaste

City of North Chicago

Argonne Drive & Lewis Avenue
North Chicago, IL 60064
847-578-7750

Leon Rockingham
Mayor

- 4,000 Residential Units
- 10 years continuous service
- Once per week curbside pick up
- Solid waste, recyclables, and yardwaste

Village of Northbrook

1225 Cedar Lane
Northbrook, IL 60062
847-272-5050
nahrstadt@northbrook.il.us

Rich Nahrstadt
Assistant Village Manager

- 10,000 Residential Units
- 43 years of continuous service
- Once and twice per week curbside and backdoor
- Solid waste, recyclables and yardwaste

Village of Round Lake Park

203 E Lake Shore Drive
Round Lake Park, IL 60073
847-546-2790
rlpmayor@sbcglobal.net

Jean Mccue
Mayor

- 1,200 residential units
- 9 years of continuous service
- Once per week curbside pick up
- Solid waste, recyclables and yardwaste

Village of Hainesville

83-1 W Belvidere Road
Hainesville, IL
847-223-2032
lindasoto@hainesville.org

Linda Soto
Mayor

- 700 residential units
- 9 years continuous service
- Once per week curbside pick up
- Solid waste, recyclables and yardwaste

City of Highwood

17 Highwood Avenue
Highwood, IL 60040
847-432-1924
amarrin@cityofhighwood.org

Jon Kinseth
Assistant City Manager

- 1,100 residential units
- 8 years of continuous service
- Once per week pick up
- Solid waste, recyclables and yardwaste

Village of Deerfield

850 Waukegan Road
Deerfield, IL, 60045
847-945-5000

Kent Street
Village Manager

- 5,500 residential units
- 5 years of continuous service
- Once and twice per week backdoor service
- Solid waste, recyclables and yardwaste

Village of Vernon Hills

290 Evergreen Drive
Vernon Hills IL, 60061
847-945-5000
JohnK@vhills.org

John Kalmar
Assistant Village Manager

- 6,500 residential units
- 3 years of continuous service
- Once per week curbside service
- Solid waste, recyclables and yardwaste

City of St. Charles

2 East Main Street
St. Charles IL, 60174
630-377-4405
rgallas@stcharlesil.gov

Rich Gallas
Asst. Director of Public Works

- 12,000 residential units
- 3 years of continuous service
- Once per week curbside service
- Solid waste, recyclables and yardwaste

Village of Oak Lawn

9446 Raymond Drive
Oak Lawn, Illinois 60453
(708) 499-7739
jquinlan@oaklawn-il.gov

Jane Quinlan
Village Clerk

- 15,000 residential units
- Began service May 1, 2007
- Once per week curbside service
- Solid waste, recyclables and yardwaste

City of Highland Park

1707 St. Johns Avenue
Highland Park IL, 60035
847-432-0800

Emily Palm
Deputy City Manager

- 10,000 residential units
- 2 years of continuous service
- Once and twice per week service
- Solid waste, recyclables and yardwaste

City of Batavia

100 North Island Avenue
Batavia IL, 60510
630-879-1424
bill@cityofbatavia.net

Bill McGrath
City Administrator

- 6,500 residential units
- 5 year contract
- Once per week service
- Solid waste, recyclables and yardwaste

Village of Streamwood

301 E. Irving Park Road
Streamwood, Illinois 60107
630-837-0200

Mary Johnson
Director of Finance

- 13,000 residential units
- 5 year contract
- Once per week service
- Solid waste, recyclables and yardwaste

City of Yorkville

800 Game Farm Road
Yorkville, Illinois 60560
(630) 553-4350
bolson@yorkville.il.us

Bart Olsen
City Administrator

- 4500 residential units
- 5 year contract
- Once per week service
- Solid waste, recyclables and yardwaste

MillCreek Special Service Area

County of Kane
719 Batavia Road
Geneva, Illinois 60185
(630) 208-3841
recycle@co.kane.il.us

Gary Milke
Recycling Coordinator

- 1,800 residential units
- 5 year contract
- Once per week service
- Solid waste, recyclables and

Village of Skokie

(Commercial Franchise)
5127 W. Oakton Street
Skokie, Illinois 60077
(847) 933-8427
max.slankard@skokie.org

Max Slankard
Public Works Director.

- >1,000 Businesses
- 7 year contract
- Various service levels
- Solid Waste, recycling (both "blue bag and containerized)

City of Wheaton

303 West Wesley
PO Box 727
Wheaton, Illinois 60189-0727
(630) 260-2033
MDzugan@wheaton.il.us

Mike Dzugan
Asst. City Manager

- 15,000 residential units
- 5 year contract
- Once per week service
- Solid waste, recyclables and yardwaste

**APPENDIX 5
LOCATION OF DISPOSAL FACILITIES**

Please provide below information concerning the facilities, which are intended to be used for the disposal of refuse, yard waste, and recyclable materials collected at the curbside. (Please attach additional sheets if necessary.)

REFUSE

Name of Facility	Facility Address	Disposal Limitations
Veolia/Orchard Hills Landfill	Highway 251 South, Davis Junction, IL	Non-hazardous solid waste only

RECYCLING

Name of Facility	Facility Address	Disposal Limitations
RMC Resource Management Companies	9999 Anderson Ave. Chicago Ridge, IL	Recycling Only

YARD WASTE

Name of Facility	Facility Address	Disposal Limitations
Green Organics, Inc.	1270 E. Beecher Rd. Bristol, IL 60512	Yard waste and organics

APPENDIX 6
CONTRACTOR QUALIFICATIONS

Name of Business: Veolia ES Solid Waste Midwest, LLC

Business Address: Mailing Address: 1660 Hubbard Avenue, 1st Floor
Batavia, Illinois 60510

Business Number: (630) 587-8282

Emergency Number: (630) 587-8282

Fax Number: (630) 761-3105

Ownership: Individual Partnership Corporation

Franchise or Parent Company (if applicable): Veolia ES Solid Waste of North America, LLC
125 S. 84th Street, Suite 200, Milwaukee, WI 53214

List all Partners, Managers, and Corporate Officers:

Name	Title	Residence	Phone
<u>Please see the attached list of Corporate officers</u>			
<u> </u>			
<u> </u>			
<u> </u>			

Days of Operation: Monday - Saturday

Business Hours: M-F: 7:30-5:00, Saturday: 8:00-Noon

Number of Employees:

Supervisors: 5

Drivers: 52

Office Personnel: 5

Signature:  Date: 04/09/12

James M. Rooney
Regional Vice President

VEOLIA ES SOLID WASTE MIDWEST, LLC

FEIN: 76-0839612

Business type: Limited liability company organized in Wisconsin on 10/18/06

IL Qualification: Qualified to do business in Illinois on 12/7/06; also does business in IL under registered dba of "Veolia Environmental Services"

The company is a LLC with a sole member, Veolia ES Solid Waste of North America, LLC. Additional information on the sole member is shown below.

Additionally, the company has the following officers, none of which holds any ownership interest in the company:

Officers:

President	James M. Long
Vice President & Treasurer	Raphael B. Bruckert
Vice President & Secretary	Michael K. Slatery
Vice President	Michael Dougherty
Vice President	James M. Rooney
Assistant Secretary	Matthew C. Gunnelson
Assistant Treasurer	Henry P. Karius

Sole Member: Veolia ES Solid Waste of North America, LLC,
A LLC organized in Wisconsin
(FEIN: 39-1733405)
Address: 125 S. 84th Street, Suite 200
Milwaukee, WI 53214
Ph: 414-479-7800

EXHIBIT A
SOLID WASTE COLLECTION DAY MAP

See attached

At the outset of the contract, Veolia intends to use the current collection routing scheme in both the Village of Oswego and the United City of Yorkville.

**EXHIBIT B
SERVICES FOR MUNICIPAL AND PUBLIC FACILITIES**

Location	Service Type	Size	Frequency
<u>Yorkville Library</u> 902 Game Farm Road	Refuse Recycling	1-1.5 yd 1-1.5 yd	1x/wk 1x/wk
<u>Yorkville City Hall and Police Department</u> 800 Game Farm Road	Refuse Recycling Recycling (paper)	1-6 yd 1-2 yd cardboard 6-96 gallon toters	2x/wk 1x/wk 1x/wk
<u>Yorkville Public Works</u> 610 Tower Lane	Recycling Refuse	1-2 yd cardboard 1-20 yd open	1x/wk 1x/wk
<u>Yorkville Parks and Recreation Satellite Office at Old Post Office</u> 201 W. Hydraulic Avenue	Refuse Recycling Recycling	1-20 yd open 1-96 gallon toter 1-1 yd cardboard	1x/wk 1x/wk 1x/wk
<u>Yorkville Parks and Recreation Riverfront Administrative Building</u> 301 E. Hydraulic	Refuse Recycling	1-1.5 yd 2-96 gallon toter	1x/wk 1x/wk
<u>Yorkville Parks and Recreation Riverfront Program Building</u> 131 E. Hydraulic	Refuse Recycling	1-1.5 yd 2-96 gallon toter	1x/wk 1x/wk
<u>Yorkville Beecher Center</u> 908 Game Farm Road	Refuse Recycle	1-4yd refuse 1-2yd recycle	1x/wk 1x/wk
<u>Yorkville REC Center</u> 202 E Countryside Pkwy	Refuse Recycle	1-6 yd 1-6 yd	1x/wk 1x/wk
<u>Oswego Public Works</u> <u>100 Theodore Drive</u>	Refuse Recycle Landscape refuse Street sweeping refuse	1-5 yd 1-5 yd 1-20 yd 1-20 yd	1x/wk 1x/wk 1x/wk 1x/wk
<u>Oswego Police Department</u> <u>3525 US Rt. 34</u>	Refuse Recycle	1-5 yd 1-5 yd	1x/wk 1x/wk
<u>Oswego Village Hall</u> <u>100 Parkers Mill</u>	Refuse Recycle	1-5 yd 1-5 yd	1x/wk 1x/wk
<u>All City and Village Rentals When Required</u>	Refuse	96 gal.toters, 33 gal. toters, 18 gal. toters 30 yd open dumpster	

(Exhibit B continued)

The location of the facilities, the number of facilities, their bin/tote size, and pickup schedule are subject to change throughout the life of the contract. The Contractor shall provide, at no cost to the City, the collection and disposal of all refuse, recycling, and yard waste, or more often if requested by the City. A comprehensive recycling program shall also be provided at no cost for the municipal facilities listed above (new or additional facilities may be added at any time during the Contract term). The Contractor shall be responsible for supplying all service equipment associated with totes and containers/dumpsters to said facilities as set forth in the Contract.

RFP NARRATIVE

Executive Summary

Veolia ES Solid Waste Midwest, LLC. (Veolia) has read and understands the specifications in preparation for our RFP response for the United City of Yorkville and the Village of Oswego. As you know, Veolia is particularly well suited to provide residential refuse, recycling and yard waste collection to the United City of Yorkville and the Village of Oswego because among other reasons, we are located close to the City and Village. Veolia has a hauling and transfer station in Batavia, located at 1660 Hubbard Avenue and 766 Hunter Drive respectively. The trucks and equipment that will be used for the refuse, recycling, and yard waste collection in the United City of Yorkville and the Village of Oswego will be housed and dispatched out of our Batavia facility. The proximity of our location to the City and Village means that in the event of a breakdown, where the truck is inoperable, Veolia can have a replacement vehicle in place in a maximum of 3 hours. In addition to these facilities, Veolia has set up a comprehensive internal network of hauling locations, transfer stations and disposal facilities to insure cost effective, long term solid waste and recycling collection as well as processing and disposal for our municipal customers. By retaining and selecting Veolia to provide the residential recycling collection in the United City of Yorkville, the real potential of a problematic transition to a new hauler will be completely avoided because we currently service the City. In the case of the Village of Oswego, the real potential of a problematic transition to a new hauler will be completely avoided because of our proven transitional approach. We feel that Veolia currently provides exemplary collection service to the residents of the municipalities we serve and better than any other provider in our field. Service to the residents is the most important aspect of residential collection. To that end, Veolia is extremely customer service oriented. As an example, when the City of Wilmette was hit with the violent storms in the fall of 2008, Veolia responded with full force to the City's request for extraordinary service to clean-up the massive storm damage throughout the City. Veolia was able to call in trucks from all over the Chicagoland area as well as from out of state to provide the service required. This type of service and mobilization response is not possible from a smaller independent hauler. Veolia has proven that we can and will be available when the City calls on us for service.

Included No Cost Website Access and Links

Should Veolia be awarded the collection contract for the Village of Oswego, a brochure will be developed specifically for the Village and residents of Oswego. In addition Veolia operates a web site: www.veoliaes.com. On this website, Veolia provides information about the refuse, recycling and yard waste programs in each of the municipalities we serve in the Chicagoland area. Upon award of the contract, Veolia will immediately update the website to include Oswego; providing information on the residential program the Oswego. In addition, we will have this site linked with the municipality's website, if requested, in order to provide residents the easiest access to the site and program information. Veolia maintains the site and the information contained in it so there is no burden placed on the Village to keep the site current and up to date. We do all of that for

you. Please feel free to browse our website to get an idea of just how easy it is for your residents to access information and have questions answered without having to call the City offices. The United City of Yorkville is already part of our residential network and should it be necessary to update the webpage, Veolia can do so with very little effort.

Safety & Training Programs

Veolia has in a number comprehensive safety programs in place at our Batavia division to ensure that the employees we use to service the City and Village are well trained and perform their duties in the safest manner possible. There is nothing more important to Veolia than the safety of our employees, our customer and the public. It is clearly summed up in our motto; "Service First, Safety Always". A list of some of these programs is provided below.

1. Pre-employment Screening Policy

All potential new employees are put through a thorough screening process to ensure that Veolia is hiring the best possible candidates for a job. The pre-employment screening, among other things, includes a background check, physical examination/functional evaluation, drug and alcohol screening, and caliper/DPAS evaluation.

2. New Hire Training Policy

This is a comprehensive training program that Veolia has instituted to ensure that the drivers of our vehicles receive the proper training for the job they will be performing and the vehicle they will be driving. The three week program encompasses both classroom and behind the wheel training with the opportunity for the new hire to interact with an experienced trainer.

3. Driver Qualification Policy

The purpose of this program is to ensure that all employees who operate commercial motor vehicles know their responsibilities required to comply with the Federal Motor Safety regulations pertaining to safe operating practices, and requirements related to inspection and reporting.

4. Alcohol & Substance Abuse Policy

The purpose of this program is to establish uniform procedures in compliance with all applicable laws and regulations to ensure that Veolia will have a safe, productive, drug and alcohol free workplace.

5. Personal Protective Equipment Policy

Veolia has developed a Personal Protective Equipment Program in order to minimize exposure to a variety of hazards that can cause injury

6. Accident & Injury Repeater Policy

This policy establishes a consistent, progressive and systematic mechanism to correct the unsafe behaviors that result in accidents, injuries, and losses; or to remove those individuals who demonstrate repeated unsafe behavior from the workforce.

7. Driver/Operator Distraction Policy

All employees are prohibited from the unauthorized use of cell phones and communications devices while operating company vehicles or equipment. Smoking, eating, load music or using devices with earphones are also prohibited while operating company vehicles or equipment.

8. Seatbelt Use Policy

For safety reasons, Veolia requires that all employees operating, or riding in, a company owned, leased, or rented vehicle that is equipped with seatbelts, wear seatbelts while the vehicle is in motion.

9. I Care Policy

The purpose of this policy is to observe and evaluate an employee's performance during a normal workday. Management will conduct random, unannounced observations of employees rating their work skills, personal safety, service standards and vehicle/equipment condition. The results of these observations will help management assess, address and correct any safety concerns.

10. Safety Always – 10 Primary Safety Rules Policy

This policy is in place to ensure all employees follow prescribed guidelines and generally accepted safe practices, that when not followed may be a contributing cause to accidents causing serious injury or death:

- a. Safety Devices
- b. Container Safety Latches
- c. Snaking/ZigZagging/Criss-crossing
- d. Vehicle Backing
- e. Secure vehicle and equipment safely
- f. Seat belts

- g. Speed limits
- h. Dual drive (right side) secondary position vehicles
- i. Disposal/recycling/transfer station rules
- j. Certain accidents

Maintenance Programs

Veolia has in a number comprehensive maintenance programs in place at our Batavia division to ensure that the collection vehicles we use to service the City and Village are well maintained, safe and dependable. A brief summary of some of these programs is provided below.

1. Tire program, mounting & dismounting

This maintenance program is in place to ensure that the tires are put on and taken off the on the truck safely and properly. This program is aimed at eliminating the possibility injuries while changing tires.

2. Torque & Re-torque program

This program is in place to ensure that the lug nuts used to keep the tires on the truck do not work themselves loose while the truck is on the road. This is a very important maintenance and safety program because if wheels are not re-torqued 24 hours after they are put on there is a possibility that the lug nuts could work themselves loose and the wheel could come off the truck while moving. The Re-Torque program is also followed throughout our routine PM program, done during every PM.

3. Wheel Stud & Nut replacement program

This program is in place to ensure that the wheel studs and nuts used to secure the wheel to the truck are periodically replaced. This is necessary because over time a studs can become stretched and nuts can become stripped therefore creating a safety hazard.

4. RTA, our full maintenance tracking program.

This program is our computerized record tracking program used for scheduling our PM's and preventive maintenance for all of our vehicles and equipment. Each of our vehicles receives preventative maintenance at scheduled intervals based on the number hours each vehicle has operated.

5. Brake S.O.P.

This program is in place to ensure that the brakes on all of our vehicles are fully functional at all times. This program is especially important to the residential collection vehicles due to the number of stops each makes daily.

6. Multi-Seal program, eliminating flat tires while on route

This program is in place to reduce the downtime of our collection vehicle due to flat tires that may be caused by the frequent trips into landfills to dump. Veolia uses a multi-seal inside each tire that seals leaks thus preventing the need to change the tire. This translates to less route downtime and therefore ensuring more predictable timely route collection.

7. Parker Hydraulic Hose program

This program is in place and is aimed at reducing and eliminating blown hydraulic hoses and leaks that may occur on the residential routes.

8. Fleet replacement Program

The fleet replacement program is a measure that we follow on replacing our collection trucks, making sure we keep the fleet as new as possible. We have a schedule that we follow for each line of business

9. Our Veolia Maintenance Managers, are a member of the TMC (Technology & Maintenance Council

The TMC is a group of members that are testing new products, testing the products that we are using today to see that the product is safe, testing to see if it is productive, and once a product or issue finishes its testing, the product or issue is placed under a R.P. (Recommended Practice)

TMC not only tests new products, they also take the maintenance on a fleet truck, and they study the way it is maintained. Building better ways to achieve a safe way to repair, maintain, and simply make sure it is safe to perform the function of the repair.

Customer Service Program

Customer Service is a priority at Veolia. We feel that we manage the contract for the City and Village. We do our best and focus our efforts on ensuring that the City and Village are not spending resources on managing the refuse collection contract. Veolia has trained customer service representatives who are very familiar with requests posed by residential customers. These customer service representatives are available to assist the residents of Yorkville and Oswego during normal business hours.

Veolia has an intensive customer service training program that each customer service representative (CSR) must go through. Veolia has undertaken the task of using an outside customer service training company; Tooty, Inc. to assist and compliment the training of our customer service representatives. We have realized a great success in the improvement of our customer service departments since we began the program four years ago. Our improved customer service translates into the City residents having their questions answered and problems addressed in a prompt and courteous manner. Below are some of the aspects of the CSR training program:

Audits

Every Veolia location receives weekly secret shopper phone calls to test the effectiveness and helpfulness of their customer service and sales staff. Those calls and evaluations are reviewed with the individual CSR promptly to address any concerns or training needs. The guidelines that Veolia has established are the toughest in the Environmental Services industry. Our philosophy of "One Call Does It All" empowers the person who answers the phone to help the customer with anything he/she may need. There is a big focus on voice, attitude and wording, and the impact a customer service representative can have on a customer. Equal importance is given to the accuracy in setting up new orders and service issue resolution.

New Hire Training

All newly hired CSR's go through an 8 hour classroom training session that focuses on:

- Voice, attitude and wording
- Industry education on residential, commercial and roll-off services
- Review of scripts for effective handling of sales and service issues
- Role-playing

Upon completion of the training each participant receives a certificate.

On-Going Customer Service Training

Veolia continually strives to provide the best customer service in the industry. To that end, each CSR receives ongoing training in either half and/or full-day classroom training session customized for each location to continue the development of each CSR. In addition, Tooty Inc. conducts 90 minute webinars when needed to address market specific issues or changes

We will make available (to City and Village staff) the phone numbers of key individuals to be contacted in the event that City or Village staff needs to contact them. We are currently in the process of developing an email process that allows residents to use an email to forward questions, comments and service issues. Once the process is finalized we will roll it out to the City and Village. The Veolia/Batavia division has a live operator that answers the phone and directs calls. We have found that this is still the most customer friendly method of addressing customer's needs. In addition, Veolia's customer service department is local and housed in our Batavia hauling location. We do not subscribe to the regional customer service departmental approach that spans an entire state like some of our competitors.

Operational Approach

Veolia understands all of the requirements for providing refuse, recycling and yard waste collection service to the United City of Yorkville and the Village of Oswego with respect to the specifications contained in this RFP. Because the Village of Oswego is not familiar with the level of service we provide, we have provided as one of our attachments to this proposal, letters of recommendation from Oak Lawn, St. Charles and Batavia along with numerous other references, to show that Veolia as a company strives to provide the best residential collection service available. Please feel free to call anyone of the municipalities to be assured of the superior service the Village of Oswego can expect.

Curbside Collection Program

Refuse Collection

For curbside refuse collection, Veolia proposes to use the same collection schedule for refuse collection, providing for refuse, recycling, and yard waste collection on the same day of the week to each resident. Veolia proposes to collect refuse, recycling, and yard waste Monday through Friday. With this collection schedule we feel that we can offer the City and Village the best price possible by combining both municipalities in our routes. Veolia will be utilizing front loading residential collection vehicles (FEL's) for the refuse collection. By utilizing these vehicles, our drivers will have the ability to provide automated collection for the 95,65, or 35-gallon refuse carts as well as have the ability to service the residents who use conventional refuse cans and/or bags for additional refuse outside of the containers. These vehicles also do well collecting bulk items. Because the number of units serviced each day may vary, Veolia will have available a sufficient number of refuse vehicles to service the heaviest day of the week. We can make an example of this truck available to the City or Village for inspection if you desire. Veolia will distribute new refuse carts to all residents prior to the beginning of the contract.

Spring and Fall Clean-up

Veolia will have all of the men and vehicles available to provide the require spring clean-up to the City and Village. Veolia will work closely with the Village and City to develop a clean-up schedule. By doing so, the City will remain much cleaner because garbage will probably not be put out until the night before the clean-up. Veolia anticipates having the entire clean-up done within a single week.

Recycling Collection

For curbside recycling collection, Veolia proposes to use the same collection schedule outlined above with refuse, recycling, and yard waste collection on the same day of the week to each resident. As with refuse collection, Veolia will be utilizing front loading residential collection vehicles (FEL's) for the recycling collection. By utilizing these vehicles, our drivers will have the ability to service the 65-gallon recycling carts that will be distributed to all residents. These vehicles will still have the ability to manually

service the residents who may have additional recycling outside of the cart. Because the number of units serviced each day may vary, Veolia will have available a sufficient number of recycling vehicles to service the heaviest day of the week. We can make an example of this truck available to the City for inspection if you desire.

Veolia has had much success increasing the recycling rates by utilizing the 65-gallon recycling cart in place of the 18-gallon bins and 35-gallon recycling carts. There are many advantages to using 65-gallon recycling carts. Just a few examples are:

1. The wind-blown recycling litter is virtually eliminated keeping the neighborhoods much cleaner.
2. The use of the carts keeps the neighborhoods neater looking on collection day because all of the recyclables are contained in the cart.
3. There is much less of a chance of injury to our recycling driver with the use of the carts because they are emptied by the use of semi-automated collection equipment.
4. The 65-gallon recycling cart is much more user friendly in that a resident can fit the contents of at least 3 recycling bins and because of its shape, twice as much as a 35-gallon recycling cart.

Yard Waste Collection

For curbside yard waste collection, Veolia proposes to use the same collection schedule as refuse and recycling during the yard waste season. Veolia will be utilizing the same front loading residential collection vehicles (FEL's) that will be used for refuse and recycling collection. By utilizing these vehicles, our drivers will have the ability to service the residents who use conventional refuse cans and/or bags as well as those who may elect to use carts for yard waste collection. Because the amount of yard waste varies so greatly during the season, Veolia will have available a sufficient number of yard waste collection vehicles to service the heaviest day of the week during the heaviest part of the season. We can make an example of this truck available to the City for inspection if you desire.

Veolia will have all of the men and vehicles on hand, trained and ready to provide residential refuse, recycling and yard waste collection service to the residents of Oswego when the contract starts August 1, 2012.

The United City of Yorkville and the Village of Oswego have already established a collection schedule for weekly collection service, and Veolia anticipates using the same, current routing scheme for curbside refuse, recycling and yard waste collection. In the future, and with the City or Village's input, it may be necessary to adjust the collection schedule for some of the residents; Veolia will attempt to move the minimum number of residents possible to accommodate the necessary change. This translates into as little disruption to the residents as possible. We understand that a day change can potentially become a problem for the residents and the City of Village, therefore Veolia is prepared to address and eliminate this potential as we have done very successfully for other

communities we have transitioned. We have experienced great success in the past utilizing our procedure. As the timeline for implementation permits, Veolia will publish a map in the local paper showing the collection schedule for each section of the City or Village. In addition Veolia will tag each residence with a door hanger indicating the new collection day. Veolia understands that a collection program change can potentially become a problem if not instituted correctly. We feel communication to the residents is of the utmost importance during this time and we can assure the City or Village that the communication provided to the residents will provide a smooth transition with minimal impact and no service disruption.

To insure that service is maintained at the highest level and to be able to respond quickly to any request by the City, Village or a resident, Veolia will assign a residential route manager for the residential accounts in the United City of Yorkville and the Village of Oswego. The residential route manager will be in contact with the designated representative from the City or Village on a daily basis to react quickly to any request that the City or Village might have. This system works very well in the municipalities we currently service. As an enhancement to Yorkville or Oswego, we can make available to the City or Village, one of our radios so that the City or Village can contact our route supervisor directly should the need arise.

As part of the education of the residents to the new program, we have provided as an attachment, copies of brochures that we have distributed in other communities. We use the brochures with great success at the start of a new contract or program. The brochure outlines the requirements for the preparation of recyclables as well as what recyclables are accepted in the program. Other important aspects of the refuse, recycling, and yard waste collection program are also outlined in the brochure. As you can see, these brochures are tailored to the unique program in each community. Each residence covered by the collection contract is given one of these brochures at the start of the contract as well as each new resident that moves into the community.

Servicing Locations

The United City of Yorkville and the Village of Oswego will be serviced out of our hauling operation located in Batavia, Illinois. The vehicles will be housed there so that the trucks will be close to the City and Village. This operating location is ideally suited for servicing the Village of Oswego and the United City of Yorkville. Veolia will be able to respond very, very quickly to the needs of the City or Village from this location.

The addresses of our locations are:

Hauling Company:

Veolia/Batavia Hauling Division
1660 Hubbard Avenue
Batavia, Illinois 60510
Phone (630) 587-8282

Transfer Station:

Veolia/Batavia Transfer Station
766 Hunter Drive
Batavia, Illinois 60510
Phone (630) 879-3587

Organizational Plan and Chart; Qualifications of Personnel

Veolia is a well organized, decentralized company and is setup as to provide the most efficient, cost effective refuse and recycling collection in the industry. Provided as an attachment is a corporate overview of Veolia and the environmental services we provide.

With respect to the management of the Yorkville and Oswego residential refuse, recycling and yard waste collection, we have provided the key management individuals who are responsible for all aspects related to our performance under this contract. In addition to the names of the individuals, we have provided relevant experience and current job descriptions, duties and responsibilities. We have also provided an organizational chart showing the reporting structure of each of the key individuals. You will quickly see that the key individuals who will continue to manage the residential contract in Yorkville and Oswego have extensive industry experience and backgrounds which make Veolia the best choice to continue to provide the refuse, recycling, and yard waste collection to the residents in Yorkville and begin to provide the service to Oswego.

Jim Alderman, General Manager, has the ultimate responsibility for the management of the Batavia Hauling Division and Yorkville/Oswego residential contracts. The operations, sales and customer service managers all report to Jim. Mr. Alderman will be the primary point of contact to the both Yorkville and Oswego for all informational requests, customer issues or general inquiries. Jim has been in the industry for over 26 years, and managing residential services for more than 17 years.

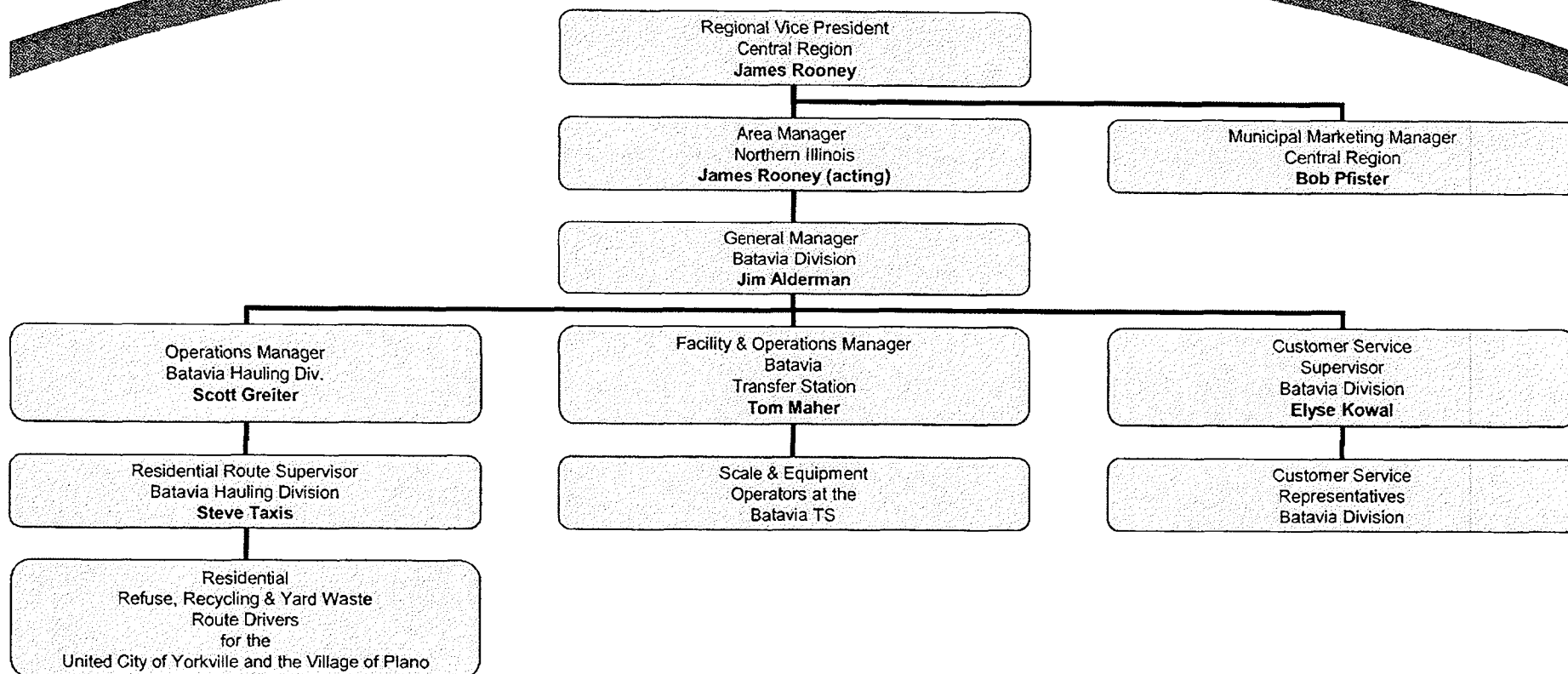
Scott Greiter, Operations Manager manages all aspects of services related to the City of Yorkville and the Village of Oswego. Scott has responsibility to ensure our drivers carry their daily duties in the safest manner possible. Carrying out Veolia's "Service First, Safety Always" mission is his passion. Scott has been in the industry for over 21 years and managing for more than 16 years.

Steve Taxis, the residential supervisor and route manager, is responsible for the supervision of the residential drivers who work in Yorkville and Oswego and is responsible for responding to resident's issues. One of Steve's primary responsibilities is ensuring that our drivers perform their duties in the safest manner possible. There is nothing more important to Veolia than the safety of our drivers, our customers, or the public. Steve has been in his position for past 4 years and has 21 years of industry experience.

Elyse Kowal, the Customer Service Manager, is responsible for, as the name implies, managing our local customer service representatives who will interface directly with the Yorkville and Oswego residential customers. Veolia believes in local customer service and Elyse is responsible for ensuring that the Yorkville and Plano customers are responded to promptly and in a polite and courteous manner. Elyse is responsible for training all customer service representatives with the program requirements of both the Yorkville and Oswego contracts so that the residents are provided with timely and accurate information. Elyse has been with us for 3 years and has over 11 years of customer service experience.

Bob Pfister, the Regional Municipal Marketing Manager is responsible for being the liaison between the City of Yorkville, the Village of Oswego and Veolia when it comes to public relations, providing continuing education, and overall service expectations. Bob is very familiar with Yorkville and Oswego and the service requirements and expectations of both municipalities and their residents. Bob has been in the industry for 31 years, all of which have been in the Chicagoland area.

Organizational Chart for the Residential Refuse, Recycling and Yard Waste Collection for the United City of Yorkville and the Village of Oswego





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/04/2012

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

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

PRODUCER MARSH USA INC TWO LOGAN SQUARE PHILADELPHIA, PA 19103-2797 Attn: Philadelphia.Certs@marsh.com; 212-948-0360	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:	FAX (A/C, No):
010056-ES-GAWX-11-12	BATAVI	
INSURED *Veolia ES Solid Waste Midwest, LLC 1660 Hubbard Avenue, 1st Floor Batavia, IL 60510		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : New Hampshire Insurance Company		23841
INSURER B : Insurance Company Of The State Of PA		19429
INSURER C : National Union Fire Insurance Co		19445
INSURER D : Commerce And Industry Ins Co		19410
INSURER E : Lexington Insurance Company		19437
INSURER F : N/A		N/A

COVERAGES CERTIFICATE NUMBER: HOU-002154755-01 REVISION NUMBER: 1

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY		GL4572700	07/01/2011	07/01/2012	EACH OCCURRENCE \$ 5,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$ 10,000
						PERSONAL & ADV INJURY \$ 5,000,000
						GENERAL AGGREGATE \$ 5,000,000
						PRODUCTS - COM/OP AGG \$ 5,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					
B	AUTOMOBILE LIABILITY		4576281 (AOS)	07/01/2011	07/01/2012	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000
	<input checked="" type="checkbox"/> ANY AUTO		4576283 (VA)	07/01/2011	07/01/2012	BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS	4576282 (MA)	07/01/2011	07/01/2012	BODILY INJURY (Per accident) \$
B	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS	934629 (VA PPT'S)	07/01/2011	07/01/2012	PROPERTY DAMAGE (Per accident) \$
B			934628 (AOS PPT'S)	07/01/2011	07/01/2012	\$
E	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR	021430572	07/01/2011	07/01/2012	EACH OCCURRENCE \$ 5,000,000
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$ 5,000,000
	<input type="checkbox"/> DED. <input type="checkbox"/> RETENTIONS					\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		WC6517886 (All Other States)	07/01/2011	07/01/2012	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH. ER \$
C	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	WC6517888 (CA)	07/01/2011	07/01/2012	E.L. EACH ACCIDENT \$ 1,000,000
B	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	WC1558356 (FL)	07/01/2011	07/01/2012	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
D			WC 6517889 (MA, WI & Stop Gap)	07/01/2011	07/01/2012	E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Re: Yorkville-Oswego Solid Waste Collection Services

The Village of Oswego and City of Yorkville, their officers, officials, employees, and volunteers are included as additional insured (except as respects all coverage afforded by workers' compensation) where required by written contract but only for liability arising out of the operations of the named insured. A waiver of subrogation is granted as required by written contract but only for liability arising out of the operations of the named insured.

CERTIFICATE HOLDER

City of Yorkville
Attn: City Administrator
800 Game Farm Road
Yorkville, IL 60560

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
of Marsh USA Inc.

Manashi Mukherjee

Manashi Mukherjee

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AGENCY CUSTOMER ID: 010056

LOC #: Houston



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY MARSH USA INC		NAMED INSURED Veolia ES Solid Waste Midwest, LLC 1660 Hubbard Avenue, 1st Floor Baltimore, IL 60610	
POLICY NUMBER			
CARRIER	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Automobile Liability

Policy Details

Insr Ltr: B (Insurance Company Of The State Of PA)

Policy Number: 934634 (MA PPT'S)

Eff. Dt: 07/01/2011 Exp. Dt: 07/01/2012

Coverage under the captioned General Liability and Auto Liability policies afforded to an Additional Insured will apply as Primary insurance where required by written contract, and any other insurance issued to such Additional Insured shall apply as excess and Non-Contributory insurance.

**RESIDENTIAL SINGLE STREAM
RECYCLABLE MATERIALS ACCEPTED
BY RESOURCE MANAGEMENT**

CONTAINERS:

Aluminum Cans, Trays & Foil (*trays & foil must be cleaned*)

Steel Cans & Tins

Aseptic Packaging & Gable Top Containers (milk & juice cartons)

Glass Bottles and Jars - (clear, brown, green)

No window glass, auto glass, dinnerware or ceramics.

PET Soda, Water, & Flavored Beverage Bottles (#1 clear and green plastic resin)

HDPE Milk, Water & Juice Jugs (#2 clear plastic resin)

HDPE Detergent & Fabric Softener Containers (#2 colored plastic resin)

PVC Narrow Neck Containers Only (#3 plastic resin);

such as health & beauty aid products, household cleaners.

LDPE Grocery Containers (#4 plastic resin);

such as margarine tubs, frozen dessert cups, six pack rings, etc.

PP Grocery Containers (#5 plastic resin);

such as yogurt cups, and narrow neck syrup and ketchup bottles.

#7 Plastic Resin Narrow Neck Containers Only.

Plastic Buckets, such as kitty litter containers (5 gallon size maximum)

No metal handles.

Notes: 1. All containers to be emptied and rinsed clean.

2. No motor oil, insecticide, herbicide or hazardous chemical containers.

3. No Plastic bags – instead reuse or return to grocery or department stores.

4. No plastic sheets or film (no plastic sheets, tarps or wrap).

5. Expanded foam and clear polystyrene not accepted per joint advisory from the Illinois Recycling Association, Illinois Department of Commerce & Community Affairs, and Region 5 US Environmental Protection Agency.

PAPER FIBER:

Newspaper, including inserts (*remove plastic sleeves*)

Cardboard (*no waxed cardboard*)

Kraft (brown paper) Bags

Magazines, Catalogs and Telephone Books

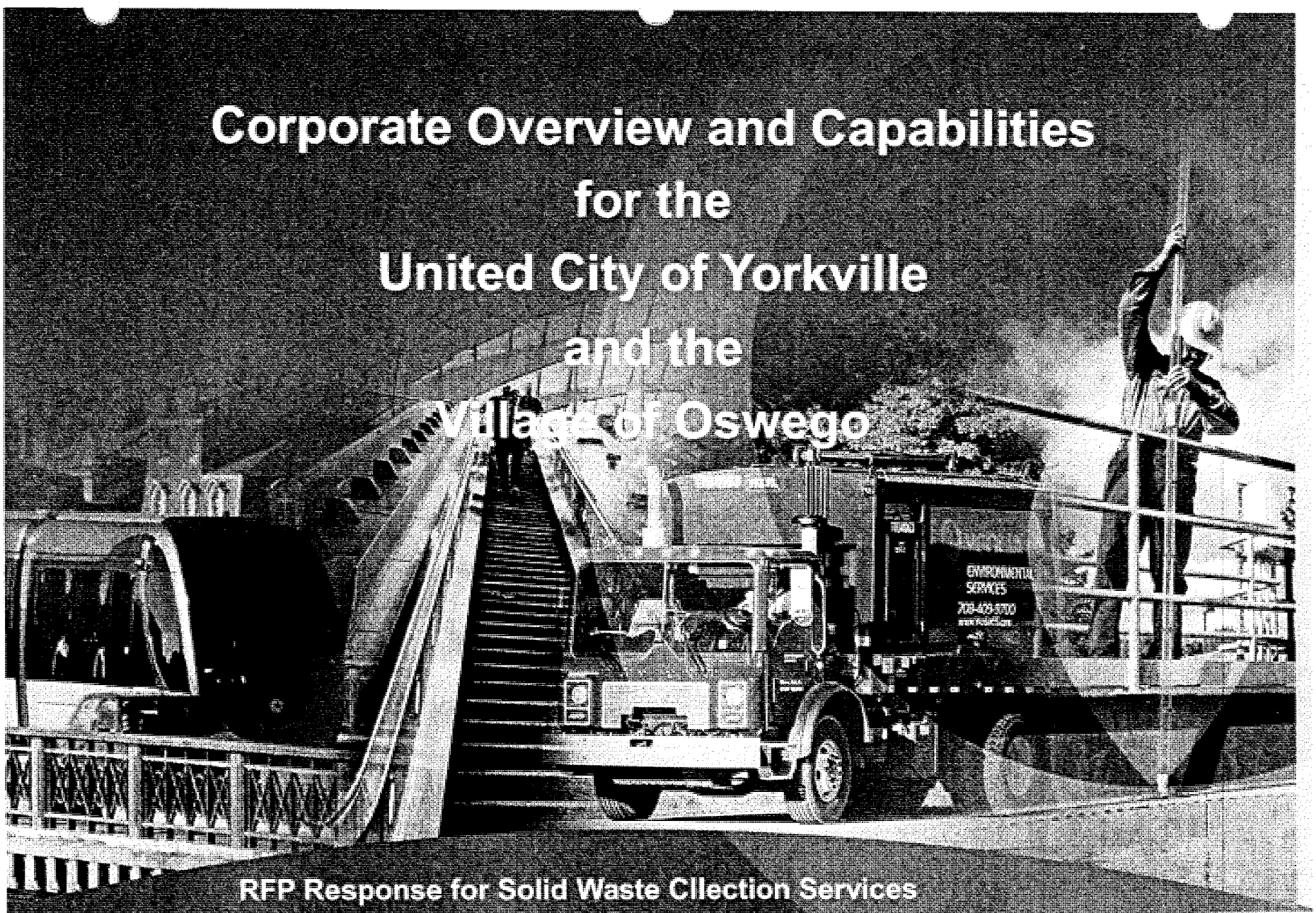
Office, Computer, Notebook & Gift Wrap Paper (*no metal clips, spirals, binders*)

Chipboard (cereal, cake & food mix boxes, gift boxes, shoe boxes, etc.)

Carrier Stock (soda & beer can carrying cases)

Junk Mail & Envelopes (*no plastic cards, stick on labels or unused stamps*)

Paper Back Books (*no hard cover books*)

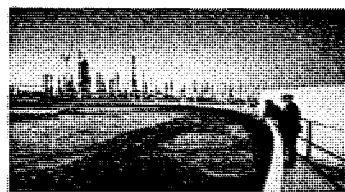


Corporate Overview and Capabilities for the United City of Yorkville and the Village of Oswego

RFP Response for Solid Waste Cillection Services
Due: April 09, 2012 @ 3:30 PM

Veolia Environnement

The World's Leading Environmental Company



VEOLIA
WATER

**Water +
Wastewater**

- **No.1** worldwide in water services
- 2008 revenue: **\$17.5** billion



VEOLIA
ENVIRONMENTAL
SERVICES

Waste Services

- **No.1** worldwide in waste services, leader in industrial and hazardous waste mgmt.
- 2008 revenue: **\$14.1** billion



VEOLIA
ENERGY

**Energy Services and
Facility Operations
Management**

- **No.1** in Europe in energy services
- 2008 revenue: **\$10.43** billion



VEOLIA
TRANSPORT

Transportation

- **No.1** multi-modal transportation provider in North America and Europe
- 2008 revenue: **\$8.35** billion

- \$50 billion in revenues with 336,000 employees in 72 countries
- Only global company providing entire range of environmental services to municipal, industrial and commercial customers

Veolia Environnement

The World's Leading Environmental Company

Our ethics are inspired by the Veolia **Charter of Sustainable Development**. It is formalized in our **Charter of Values** and our **Environmental Policy**

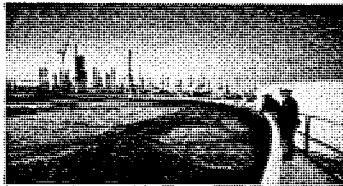
Our ethic is dedicated to:

- Improving the world condition, making it a cleaner, healthier place to live
- Promoting hygiene, health and safety
- Long-term investments through training and technological innovation & research

Our corporate responsibility as a waste management specialist is to manage the waste and pollution generated by people to the highest possible standards and to reduce the impacts of human activity on the planet

Veolia Environnement

The Leader in the North American Market



VEOLIA
WATER

Water + Wastewater

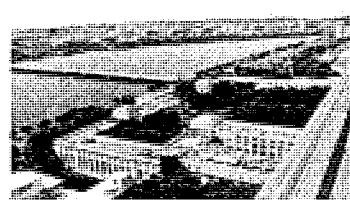
- **No.1** in municipal partnerships and industrial outsourcing
- Revenue: \$900M
- 3,600 employees



VEOLIA
ENVIRONMENTAL
SERVICES

Waste Services

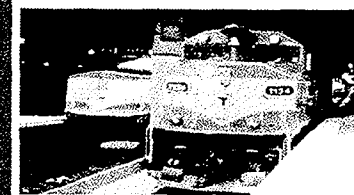
- **Top 1-4** in various categories of waste management
- Revenue: \$2.2B
- 10,700 employees



VEOLIA
ENERGY

Energy Services and Facility Operations Management

- **Rapid growth** in North American market
- Revenue: \$450M
- 600 employees



VEOLIA
TRANSPORT

Transportation

- **No.1** in multi-modal transportation provider in North America
- Revenue: \$1.1B
- 17,000 employees

Veolia Environmental Services - An Integrated Offer

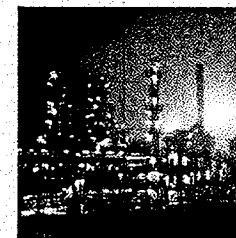
Solid Waste Services



- Collection
- Transfer
- Recycling
- Disposal
- On-Site Management

3,800 Employees, 162 locations

Industrial Services



- Industrial Cleaning
- Mechanical Services
- Marine Services
- Sewer Services
- Emergency Response

4,500 Employees, over 100 locations*

**includes client site-based operations*

Hazardous Waste Services

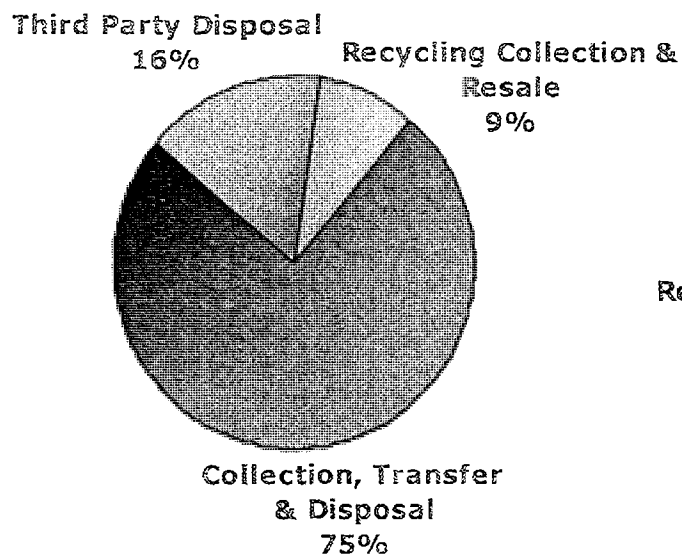
- Incineration
- Fuels Blending
- Recycling and Recovery
- Lab Packing
- Emergency & Special Services



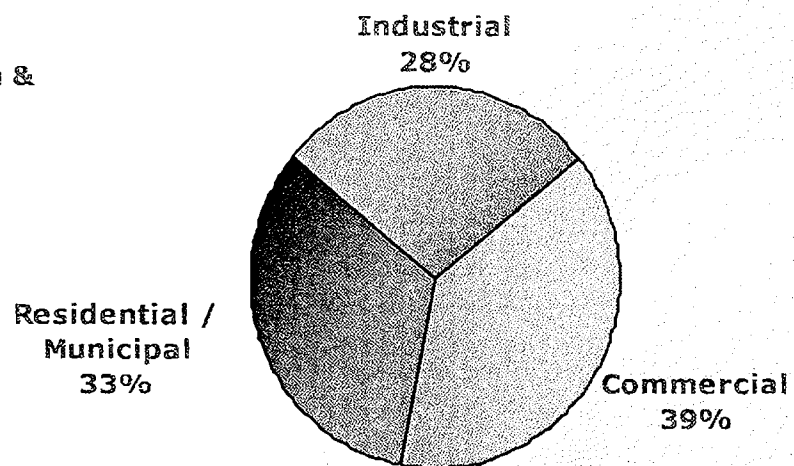
1,700 Employees, 48 service locations

MIX OF BUSINESS – COLLECTION MIX

Business Mix



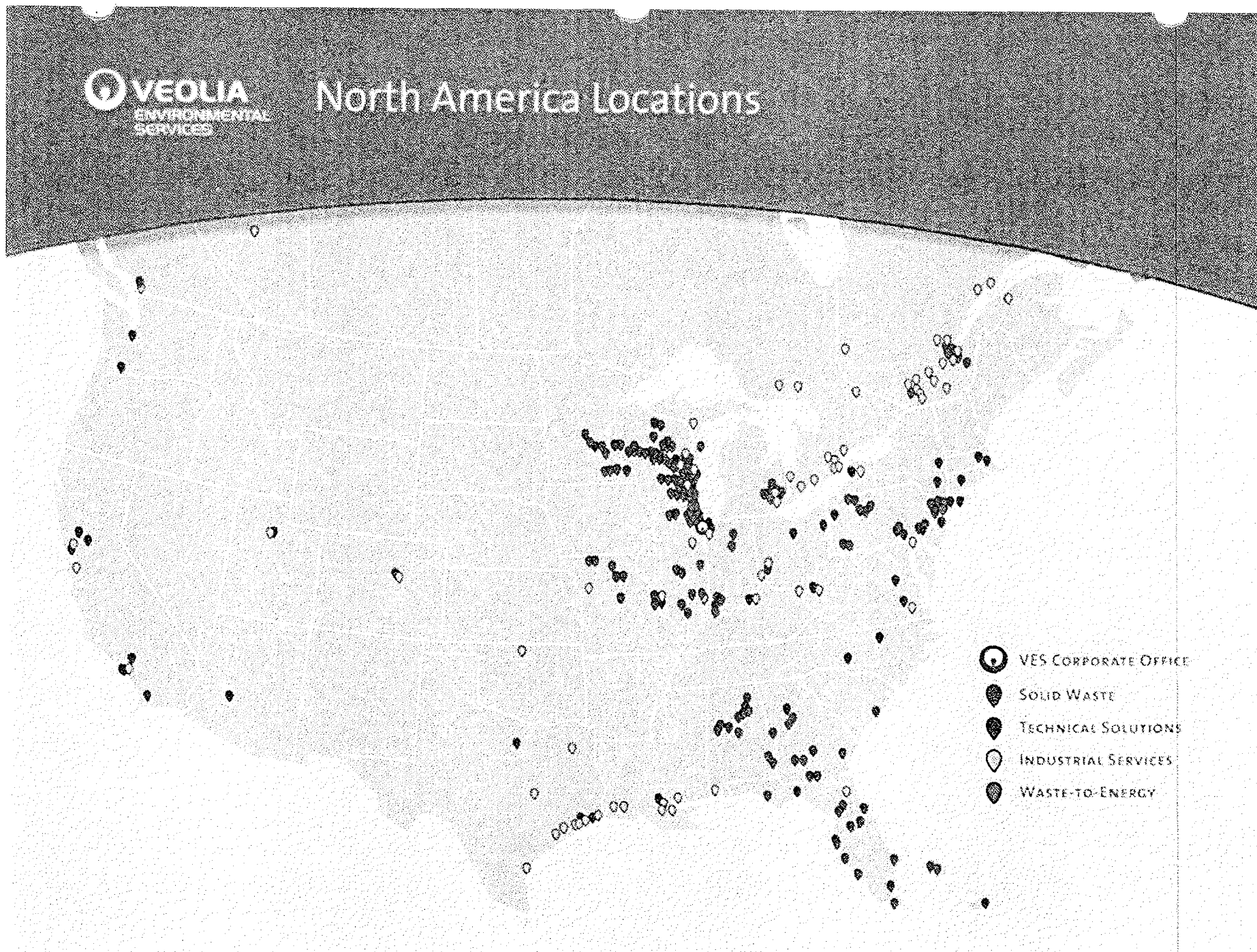
Collection Mix








2008 Revenue: \$ 840 Million



North America Locations

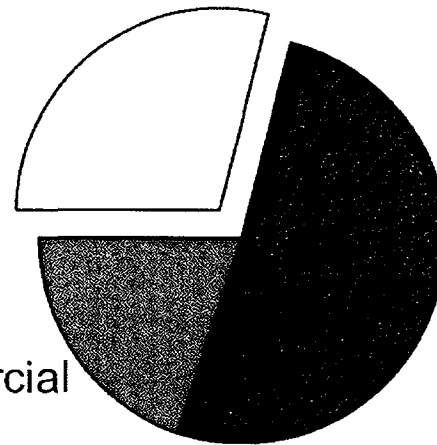


-  VES CORPORATE OFFICE
-  SOLID WASTE
-  TECHNICAL SOLUTIONS
-  INDUSTRIAL SERVICES
-  WASTE-TO-ENERGY

2008 VESNA \$2.2B Revenue Mix

Municipal/Residential
29%

Commercial
20%



Industrial
51%

Municipal/Residential

\$650 Million

Who Are We Nationwide?

We:

- are the fourth largest waste services firm in US
- Have 1 million residential customers
- Collect 6.6 million tons annually
- Have 4,000 employees nationwide
- Have 77 Hauling locations
- Own and/or operates:
 - 30 Landfills
 - 16 Recycling Facilities
 - 40 Transfer Stations



We are local: The VESNA Corporate Offices are located on the 79th Floor of the Aon Building in Downtown Chicago

Who Are We In Northern Illinois and Chicagoland?

We:

- Provide Refuse, Recycling and Yard Waste Collection to 19 Municipalities by contract
- Have in excess of 120,000 residential customers
- Own and operate 6 hauling locations
- Own and/or operate 5 Transfer Stations
- Own and operate 2 Landfills
- Own and operate one MRRF (Kenosha)



We are still local: Our Central Regional Office is Located in Batavia, Illinois

What Services Can We Provide To The City of Plano?

The Wide Range of Services Include:

- Residential Refuse, Recycling, and Yard Waste Collection
- E-Waste Collection Programs
- Light Fixture Recycling
- Commercial and Industrial Refuse and Recycling Collection
- Transfer Station Disposal Options
- Landfill Disposal Options
- Recycling and Materials Processing
- Waste Evaluations for the Municipality and Customers



Municipalities We Serve in The Chicagoland Area

Batavia

Darien

Hainesville

Highland Park

Highwood

Mill Creek

North Chicago

Northbrook

Oak Lawn

Round Lake Park

St. Charles

Streamwood

Vernon Hills

Waukegan

Wheaton

Wilmette

Yorkville

Zion



Veolia/Batavia Hauling Division & Transfer Station

- is located on Hubbard Street in Batavia
- runs **54** commercial collection routes daily
- runs **7** residential collection routes daily
- runs **9** roll-off collection routes daily
- has **84** route drivers and 95 route trucks
- has **9** full time mechanics
- has **16** employees in the CSR & Sales Group
- has **10** employees in the Operations Group
- has **6** employees in the G & A Group
- has a total of **133** employees

Service First – Safety Always!

- Safety to you is our No 1 concern
- Our Drivers receive extensive safety training throughout the company
 - ✓ Driver Cam - driver monitoring and testing
 - ✓ Smith Training – continuous education on lifting and operating equipment
 - ✓ Safety meetings and program awareness weekly
 - ✓ Safety promotions and rewards
- Courteous and dedicated drivers
- Proactive approach to unsafe conditions to preventing accidents before they happen



World Class Customer Service for Yorkville and Oswego

- When you or your resident calls us
 - ✓ Live, local based service rep will assist you
 - ✓ Complete knowledge about the United City of Yorkville and the Village of Oswego, the refuse, recycling, yard waste collection programs and the service expectations of the community
 - ✓ Customer Service reps and managers receive continuing training to ensure world class customer service
 - ✓ "One Call Does it All"



Our service commitment to you

Our employees are dedicated to providing a consistent level of service excellence through

- Safety and appearance
- Service Delivery
- Service communications

One Call does it all...

So you can focus on your responsibilities

Service Standards

Safety & Appearance

- * We will work safely to protect ourselves, our customers and the public.
- * We will wear proper & appropriate PPE.
- * We will wear clean uniforms and clothing at the start of each day.
- * We will take pride in the appearance of our vehicles and in our workplace.

Service Delivery

- * All routes will be serviced on the day they are scheduled.
- * Any missed service will be picked up by (date, time), if the call is received before (date, time). Communicating the cause of the missed pickup to the customer must be performed within (12, 24, 48) hours of the service resolution.
- * Drivers will maintain the physical route and route sheet. The driver is responsible for reporting all needed repairs/replacements of containers on their route.
- * Roll-Off services will be completed on the day scheduled or if on call according to the following response time:
 - a. If the service request is received before (date, time), the service will be completed by the (date, time).
 - b. If the service request is received after (date, time), the service will be completed by (date, time).
- * Extra service requests for commercial accounts will be completed as follows:
 - a. By (date, time), if request is received before (date, time).
 - b. By (date, time), if request is received after (date, time).

c. Or on the day requested by the customer

- d. Exceptions will be customers with on-call service who need to call (24) hours in advance.

- * All blocked containers must be called into dispatch. Dispatch is to log it into the proper route immediately. If it is a commercial account, the driver will attempt to get the customer to clear the obstacle that is blocking the container. If this is not possible, the dispatcher will contact the customer to find out when the driver can service the account and coordinate with the driver.
- * The delivery of containers for new service will occur either on the day requested by the customer or by (date, time) if the call is placed prior to (date, time) and the customer executes a signed service agreement.

Communicating with Customers and Employees

- * We will communicate in a professional manner with all customers and fellow employees.
- * Our Customer Service Team will provide a "One Call Does It All" approach to our customer's phone inquiries.
- * We will be flexible in our everyday work and activities to support the customer.
- * If the customer is acting in an unprofessional manner, we will engage a manager to ensure our employees are treated with dignity and respect.
- * We will have total communication within and between departments to support customers and differentiate our service.

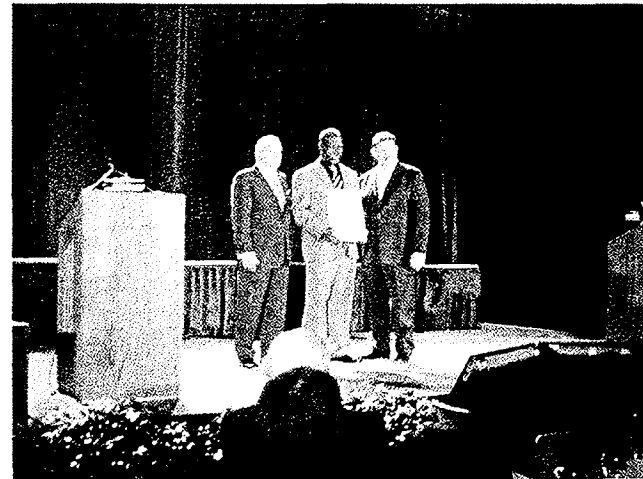
Division: _____ Division Name: _____ Date: June 1, 2007



We Are Proud of our Employees!

2009 Driver of the Year

- Jean Alexandre – West Palm Beach – Environmental Industry Association 2009 Residential Driver Award

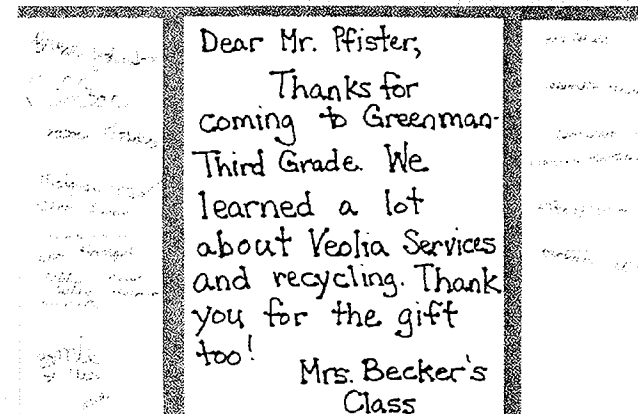


Service First – Safety Always!

Community Involvement

Working Together for the Environment

- Community Projects
- Teaching environmental stewardship in our community through schools
- Cities Around the World project
- Donations and grants for community programs
- Landfill and transfer station tours and on site education on recycling, landfill management etc.

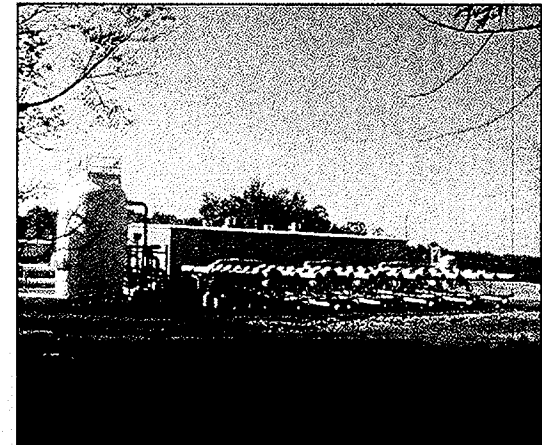


Examples of Environmental Responsiveness

Turning Waste into a Resource

Landfill Gas to Energy Projects

- 8 of our landfills we have partnered with utilities and businesses to harvest our landfill gas for operating nearby plants or recycling it back to the energy utility in the area.
- We harvest enough landfill gas yearly to
 - ✓ Reduce 360,000 tons of Carbon Dioxide Emissions
 - ✓ Equivalent to removing 550,000 vehicles from the road
 - ✓ Displaces 3,000,000 barrels of oil
 - ✓ Heat/power 104,000 homes
 - ✓ Generate 35 megawatts of electricity



Turning Waste into a Resource

Business Industry Projects Landfill Gas Conversions

- Vectren/Blackfoot LF, Winslow, IN
 - Powers 2,000 homes with electricity from converted LF Gas
- Jenkins Brick/Star Ridge LF, Moody, AL
 - Supplies converted LF Gas for fuel in manufacturing bricks
- Ocean Spray/Cranberry Creek LF, Wis Rapids, WI
 - Supplies converted LF Gas for fuel in processing cranberries
- Beacon Landfill Gas Holding and American Landfill Gas/Greentree LF, Kersey, PA
 - Powers 75,000 homes with electricity from converted LF Gas
- Dairyland Power/Seven Mile Creek LF, Eau Claire, WI
 - Powers 2,600 homes with electricity from converted LF Gas
- Alliant Energy – Wis Power & Light/Glacier Ridge LF, Mayville, WI
 - Powers 1,200 homes with electricity from converted LF Gas





Reviewed By:	
Legal	<input type="checkbox"/>
Finance	<input type="checkbox"/>
Engineer	<input type="checkbox"/>
City Administrator	<input checked="" type="checkbox"/>
Human Resources	<input type="checkbox"/>
Community Development	<input type="checkbox"/>
Police	<input type="checkbox"/>
Public Works	<input checked="" type="checkbox"/>
Parks and Recreation	<input type="checkbox"/>

Agenda Item Number

NB #10

Tracking Number

PW 2016-62

Agenda Item Summary Memo

Title: Street Sign Sale Update

Meeting and Date: Public Works Committee – August 16, 2016

Synopsis: See attached memo.

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Informational

Council Action Requested: None

Submitted by: Nicole Kathman Administration
Name Department

Agenda Item Notes:

Have a question or comment about this agenda item?

Call us Monday-Friday, 8:00am to 4:30pm at 630-553-4350, email us at agendas@yorkville.il.us, post at www.facebook.com/CityofYorkville, tweet us at @CityofYorkville, and/or contact any of your elected officials at <http://www.yorkville.il.us/320/City-Council>



Memorandum

To: Public Works Committee
From: Nicole Kathman, Administrative Intern
CC: Eric Dhuse, Public Works Director
Date: August 9, 2016
Subject: Street Name Signs Sale Update

Summary

Updated plan to sell or dispose of street name signs that do not meet Federal Highway Administration regulations under the Manual on Uniform Traffic Control Devices (MUTCD).

Background

As discussed at the June Public Works Committee meeting, we have a number of street name signs that no longer meet federal regulations and are planning on attempting to sell them. Originally, we proposed having a booth at a Parks and Recreation event, but as we started to plan, logistics for accommodating space for nearly 850 street name signs has not worked out.

Therefore, instead we are going to do a request form based system with forms available both online and at City Hall. Upon placing a request, City staff will contact the requester within 1 business day to confirm or deny the availability of their request. Then the following Monday-Friday at City Hall, the requester must pick up and pay for their sign(s). If they do not pick it up during their designated week, the signs held will become available for others to purchase. They must resubmit a request form if they would still like to purchase. This is to promote fairly quick pick up and to prevent popular signs from being held for a significant time. We will start accepting request forms starting on Monday, August 22. Requests through Saturday, August 27 will be available for pick up on Monday, August 29. Those orders placed Sunday, August 28 through Saturday, September 2 will be available the following week. This cycle will continue as staff deems appropriate and those not sold will be scrapped for money.

The idea of pairing this with having a limited selection sale during the Craft Show at Hometown Days was also explored, but we have decided not to go in this direction. This is due to uncertainties in determining which signs to bring out and what the overall demand of the signs will even be. Furthermore, it is very likely that those we would bring out such as those of first names would be sold before Hometown Days. Finally, it would interfere with the request based process as people might request those at the sale. One solution would be to just take those we plan on selling of inventory for that week, but this is not the best idea either. For these reasons combined with my findings after exploring what other municipalities are doing and have done, only having the request form based system is our best option.

Recommendation

This is an informational item.