

**CITY OF VIENNA  
CITY COUNCIL MEETING  
VIENNA CITY HALL  
205 North 4<sup>th</sup> Street  
October 16, 2024  
6:30 P.M.  
AGENDA**

1. Mayor Calls Meeting to Order.

2. Roll Call:

Hill \_\_\_\_\_ Moore \_\_\_\_\_ Elliott \_\_\_\_\_ Pitts \_\_\_\_\_ Racey \_\_\_\_\_ Tuey \_\_\_\_\_

**NEW BUSINESS**

3. Omnibus Consent Agenda

- Approval of the October 2, 2024 Meeting Minutes
- Approval of the Warrant
- Approval of the (Sept) Treasurer Report

**Motion** \_\_\_\_\_ **Seconded** \_\_\_\_\_

Hill \_\_\_\_\_ Moore \_\_\_\_\_ Elliott \_\_\_\_\_ Pitts \_\_\_\_\_ Racey \_\_\_\_\_ Tuey \_\_\_\_\_

4. Brenda Kreuter, Revive Vienna- Christmas on the Square Event

5. Authorization and Approval of Residential Solid Waste Collection and Disposal Collector's Contract between the City of Vienna, IL and Bulldog Acquisitions, LLC, Commencing February 1, 2026 and shall terminate January 31, 2031

**Motion** \_\_\_\_\_ **Seconded** \_\_\_\_\_

Hill \_\_\_\_\_ Moore \_\_\_\_\_ Elliott \_\_\_\_\_ Pitts \_\_\_\_\_ Racey \_\_\_\_\_ Tuey \_\_\_\_\_

6. **PUBLIC COMMENT/ADDITION TO THE AGENDA**

7. **ELECTED/APPOINTED OFFICIALS**

- Aleatha Wright, City Clerk
- Justin Hartline, Supt
- Jim Miller, Police Chief
- Brent Williams, Fire Chief
- Michelle Meyers, Treasurer
- City Council
- Mayor, Steve Penrod

8. **Adjournment:**

POSTED: 10-11-24

BY: Aleatha Wright

**CITY OF VIENNA, ILLINOIS**  
*Residential*  
*Solid Waste Collection and Disposal*  
*Collector's Contract*

For and in consideration of the mutual covenants contained herein, it is agreed between the City of Vienna, Illinois, and Illinois Municipal Corporation, hereinafter City and Bulldog Acquisitions, LLC, hereinafter "Contractor" as follows:

**1. INTENT AND PURPOSE:**

The general intent and purpose of the City Council of the City of Vienna, (hereinafter called the "City"), is to provide a comprehensive collection, transportation, and disposal system of solid waste from the curb, or any otherwise designated point of pickup of each residence, and limited businesses on a once-a-week basis within the City limits, of the City of Vienna, Illinois. The entity awarded this Contract will hereinafter be called the "Contractor" or "Collector".

**2. COLLECTOR'S CONTRACT:**

The City hereby enters into this Contract, on this date \_\_\_\_\_, with the Collector for collection of residential garbage and refuse, and the parties agree as follows:

- a. The Collector or Contractor shall furnish the necessary labor and the necessary vehicles, trucks, and equipment, for the collection, removal and disposal of residential garbage and refuse.
- b. The City hereby grants the exclusive right and privilege to Contractor to perform all of the services set forth herein. The City may, in its sole discretion, enforce the exclusivity provisions of this Contract against third-party violators, taking into account the cost of doing so and other factors. Contractor may independently enforce the exclusivity provisions of this Contract against third-party violators, including, but not limited to, seeking injunctive relief and/or damages, and the City shall use good-faith efforts to cooperate in such enforcement actions brought by Contractor. The City shall use its best efforts to adopt ordinances, rules or regulations that have the effect of requiring third parties, including, without limitation, customers, to comply with the provisions of this Contract, including, without limitation, the exclusive service rights granted to Contractor pursuant to this Contract.
- c. The Contractor shall remove paper and trash placed in the receptacle, cans, or container such as wrappings for garbage or rubbish.
- d. The Contractor shall comply with all laws, statues, and ordinances of the State of Illinois, County of Johnson, and City of Vienna, pertaining to the collection, removal and disposal of garbage and refuse.
- e. The Contractor shall dispose of all refuse collected under this Contract to a sanitary landfill or other State of Illinois approved disposal facility. Disposal is to meet all City, State, Federal, and E.P.A. standards. All charges for disposal shall be the responsibility of the Contractor and shall be paid for by the Contractor.



f. The Contractor is an independent contractor and is not the agent of the City for any purpose(s). The City reserves no rights concerning the operation and management of the duties to be performed by the Contractor other than to insure compliance with this Contract.

g. Notwithstanding anything herein to the contrary: (a) Contractor shall have no obligation to collect any material which is or contains, or which Contractor reasonably believes to be or contain, radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, biohazardous, toxic or hazardous material as defined by applicable federal, state or local laws or regulations ("Excluded Waste"); (b) if Contractor finds what reasonably appears to be discarded Excluded Waste, Contractor shall promptly notify the City and the producer of the Excluded Waste, if the producer can be readily identified; and (c) title to and liability for any Excluded Waste shall remain with the producer of the Excluded Waste, even if Contractor inadvertently collects or disposes of such Excluded Waste.

h. If the City shall be in breach of any provision of this Contract, Contractor may suspend its performance hereunder until such breach has been cured or terminate this Contract; provided, however, that no termination of this Contract by Contractor shall be effective until Contractor has given written notice of such breach to the City and the City has failed to cure such breach within thirty (30) days after its receipt of such notice. Upon any such failure to cure, Contractor may terminate this Contract by giving the City written notice of such termination, which shall become effective upon receipt of such notice.

### **3. POINTS OF COLLECTION:**

Containers and other material authorized for garbage collection shall be placed at the curb and made readily accessible to the Contractor. Only in special circumstances will an alleyway be used as a collection point and the City will notify the Contractor when an alley collection point is necessary. Routes, and days those routes will be accessed for collection, will be published by the Contractor in the local paper or otherwise communicates to the residents.

### **4. HOURS OF COLLECTION:**

Hours of collection on collection day are from 6:00 a.m. until 7:00 p.m. Monday through Friday, determined that an exception is necessary to complete collection of an existing route due to unusual circumstances or upon mutual agreement of the City and Contractor.

### **5. HOME BOUND:**

Pickup at a door, whether front, side, or rear, will be available for homebound residents. By phone call to City Hall, a homebound resident, of the City of Vienna may identify their address and designate a door at which they wish their refuse picked up. The proper address and point of pickup will then be forwarded to the Contractor.

### **6. TAXES, LICENSES, PERMITS, AND CERTIFICATES:**

The Contractor shall pay all sales, use, property, income, environmental/landfill and other taxes that are lawfully assessed against the City of the Contractor in connection with the Contractor's facilities and the work included in this Contract. By law, the City is exempt from paying Federal



Excise Tax, State and Local Retailers', Occupation Tax. The tax-exempt number of the City shall be furnished upon request of the Contractor.

Prior to the execution of this Contract, the Contractor shall secure and pay for, at its own expense, all necessary permits, licenses, and certificates of authorize required to complete the work, and shall comply with all requirements of such permits, licenses, and certificates of authority to operate in the City, including inspections.

The Contractor shall keep and maintain all such licenses, permits, and certificates of authority in full force and effect throughout the term of this Contract.

**7. MOVE OUT SERVICE:**

The Contractor shall agree to pick up all the debris discarded from "move-outs", where the property has changed hands and a certain amount of furniture and debris in boxes or bags has been put out for pickup at a reasonable rate to be determined between the City and the Contractor.

**8. SNOWFALL SERVICE:**

In the event of cancellation of Johnson County School because of snowfall, the Contractor may begin at a time they consider to be safe or may wait for the reopening of the Johnson County schools. If there is a delay of two or more pick-up days, once pick-up resumes every available means will be used to catch up. There will be no additional charges(s) to the City for delays caused by inclement weather.

**9. SCHEDULE:**

The Contractor shall prepare and submit a detailed plan of pick-up for the City of Vienna within sixty (60) business days after the execution of this Contract.

**10. HOLIDAYS:**

The following legal holidays may be observed by the Contractor: New Year's Day, Memorial Day (4<sup>th</sup> Monday in May), Independence Day, Labor Day (1<sup>st</sup> Monday in September), Thanksgiving Day (4<sup>th</sup> Thursday in November), and Christmas Day. When no collection services are provided because of a Holiday, Contractor will make arrangements for a satisfactory holiday Collection schedule. Extending the hours of service to meet this obligation is permissible Notification of schedule is to be made by notifying the City of Vienna .

**11. CONTACTS WITH CITY OFFICE:**

The Contractor or its authorized representatives shall maintain telephone communications with the City Hall of the City of Vienna, or report to the City Hall in person at least once each pickup day between the hours of 9:00 a.m. and 3:00 p.m. and be prepared to receive orders and complaints at the Contractor's expense. The contact person at the City Hall shall be the City Clerk.

**12. COMPLAINTS:**



The Contractor shall furnish sufficient personnel and listed local telephone number(s), or a toll-free number, to handle complaints from the public pertaining to the services the Contractor obligates itself to furnish. All reasonable and valid complaints shall be acted upon within twenty-four (24) by the Contractor unless other arrangements are made with the complaining party. The City, or its designee, shall have the right to determine finally the true validity of any complaints made by the resident or business customer(s), as to failure of the Contractor to collect material in accordance with this Contract, and their decision thereon shall be final and binding upon the Contractor.

**13. PREPARATION OF MATERIALS TO BE COLLECTED:**

a. Material to be collected by the Contractor must be placed at the point of collection before 6:00 a.m. On the applicable collection day by the property owner or occupant.

b. The Contractor shall promptly remove at its sole cost from public and private property any spilled material occasioned by its careless or reckless handling.

**14. STATE DISPOSAL LEGISLATION: WHITE GOODS, ELECTRONICS AND LARGE ITEMS:**

The Contractor shall be aware of State of Illinois established legislation for restrictions on disposal of certain wastes and shall be responsible for compliance with such legislations.

In particular, the Contractor shall be aware of the "white goods and electronics" landfill ban. The Contractor shall be responsible for compliance with this and all applicable legislation.

**15. COLLECTION EQUIPMENT:**

The vehicles shall be licensed in the State of Illinois and shall operate in compliance with all applicable state, federal, and municipal regulations. All vehicles shall be manufactured and maintained to conform to the American National Institute's (ANSI) standard Z245.1, and any and all standards that may supersede these as they may apply.

All Vehicles and other equipment shall be kept in proper repair and sanitary condition. Each vehicle shall bear, at a minimum, the name and phone numbers of the Contractor plainly visible.

Equipment to be used in the collection of garbage shall be of late model, steel body with steel covers, non-leak able and of an automatic packer type. The equipment shall be in such good condition that the schedule of collection can be maintained. Breakdowns of faulty equipment will not be sufficient reason to deviate from the prescribed schedule.

Any equipment furnished hereunder by Contractor shall remain the property of Contractor; however, customers or City (as applicable) shall have care, custody and control of the equipment while at the service locations. Customers and City shall not overload (by weight or volume), move or alter the equipment, and shall use the equipment only for its proper and intended purpose. Customers and City must provide unobstructed access to the equipment on the scheduled collection day. The word "equipment" as used in this Contract shall mean all containers used for the storage of non-hazardous solid waste.



**16. PERSONNEL:**

The Contractor's employees shall be courteous at all times, work quietly, and not use loud or profane language. All personnel shall be uniformed. Clothing will be as neat and clean as circumstances permit. Shirts will be required at all times.

The Contractor's employees shall follow the regular walks for pedestrians while on private property, shall not trespass or litter on private property, shall not meddle or tamper with property that does not or should not concern them.

Each employee assigned to drive a vehicle shall, at all times, carry a valid driver's license for the type of vehicle he is driving.

The City reserves the right to make inspection and request correction of any condition involved.

**17. ASSIGNMENT AND SUBLETTING OF CONTRACT:**

This Contract between the Collector and the City is not transferable or assignable, in whole or in part, without the written consent of all parties. The Contractor shall not assign this Contract in whole or in part, or sublet this Contract in whole or in part, without the express written consent of the City Council.

**18. WORKMEN'S COMPENSATION:**

Contractor shall at all times maintain Workmen's Compensation, coverage on all employees in compliance with the laws of this State of Illinois.

**19. INDEMNITY AND INSURANCE:**

The Contractor shall provide insurance affording coverage to the City where appropriate and shall include general public liability and property damage insurance and workmen's compensation insurance. Certificates evidencing the issuance of such insurance, addressed to the City shall be filed with the City Clerk's office within then (10) days after the date of the signing of this Contract.

The Contractor shall be an Independent Contractor and shall indemnify, defend, save, and hold harmless the City, individually and collectively, all of its executives, representatives, elected officials, officers, agents, employees, successors, and assigns jointly and severally of and from all or all manner of liability, losses, expenses, demands, taxes, suits, action(s), payments, costs, charges, damages, lawsuits, proceedings, judgments, or claims, including workers' compensation claims of any nature whatsoever; including reasonable attorney's fees and costs of defense, on the account of any injury to, or death of, its employees, or any subcontractors to the extent arising out of Contractor's negligent performance of the services to be conducted, including the negligent maintenance, use, operation, or control of any vehicle owned, operated, maintained, or controlled by the Contractor or subcontractor.

The Contractor shall not be liable for any suits, actions, legal proceedings, claims, demands, costs, expenses and attorney's fees arising out of a willful or negligent act or omission of the City, its officers, agents, servants, and employees.

## 20. INSURANCE

The Contractor shall maintain in full force and effect throughout the term of this Contract and throughout any extension or renewal thereof the following types of insurance in a least the limits below.

<b>Workmen's Compensation</b>	Statutory
<b>General Liability:</b>	
Bodily Injury	\$1,000,000 each occurrence \$2,000,000 aggregate
<b>Property Damage:</b>	\$1,000,000 each occurrence \$2,000,000 aggregate
<b>Automobile Liability:</b>	
Combined	\$1,000,000
<b>Excess Umbrella Coverage:</b>	\$2,000,000 each occurrence \$2,000,000 aggregate

Employer's Liability Coverage is required of the Contractor and any subcontractor where any class of each employee engaged in work under this Contract is not protected under Worker's Compensation Law.

All insurance premiums shall be paid by the Contractor and shall be without cost to the City.

All insurance will be by insurers acceptable to the City and authorized to do business in the State of Illinois. Prior to the commencement of work the Contractor shall furnish the City with certificated of insurance or other satisfactory of work the Contractor shall furnish the City with certificated of insurance or other satisfactory evidence what such insurance has been produced and is in force. Said policies shall not thereafter be canceled, permitted to expire, or be changes without thirty (30) days written notice to the City.

## 21. ACCIDENTS: PREVENTION AND NOTIFICATION.

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work of this Contract.

Precaution shall be exercised at all times for the protection of persons and property. The safety provisions of all applicable laws, regulations, and building codes shall be observed, including safeguards on machinery and equipment, the elimination of hazards, and worker safety training.

## 22. DAMAGE

The Contractor shall take all necessary precautions for the protection of public or private property. The Contractor shall be responsible for Damages on public or private property resulting from the negligent operation of vehicles or the negligent handling of any receptacle. Except in the case of



Contractor's negligence or willful misconduct, Contractor shall not be liable for any damages to pavement, curbing, or other driving surface resulting from the weight of its trucks and equipment.

**23. OTHER CONTRACTS:**

Separate contracts are hereby authorized and may be executed between the City and the Collector.

**24. TERM OF CONTRACT:**

This Contract shall be for a period of five (5) years. This Contract shall have an option for two (2) five- (5)-year extensions by mutual consent. Each party should make written notice to the other at least sixty (60) days prior to expiration of the term of this Contract if it desires to extend this Contract.

*The term of this Contract shall be for a period of five (5) years, commencing on February 1, 2026, and shall terminate on the day of January 31, 2031.*

**ADDITIONAL:**

- a. The Contractor shall provide solid waste collection for all City facilities including but not limited to: The City Hall, the Fire Department, Police Department, Library, Public Works facility, Water and Wastewater Treatment Facilities, parks, and other City facilities. This shall be at no cost to the City, during the entire five (5) year duration of the Contract and any extension(s) thereof.
- b. A twice per year "clean-up" will be scheduled by the City for residential customers only. This will include one week in the spring and one week in the fall. All items that can be managed by two men will be picked up by the Contractor with the exception of yard waste, medical waste, car bodies, contractors waste and any and all materials not accepted by the landfill. This shall be at no cost to the City. In addition, Contractor shall pick up one item of bulky waste per week at any residential location.
- c. Any Churches in the City will be supplied with a cart free of charge.
- d. The Contractor will supply containers needed for City sponsored events.
- e. Any resident unable to get trash to the curb will be picked up and returned to a designated spot. The City will decide the residents who qualify for this service.
- f. All trash will be placed at the curb unless otherwise approved by the City.

**25. BASIS, RATE, AND METHOD OF PAYMENT:**

The Contractor shall bill the City within ten (10) days of the end of each calendar month for an amount calculated as follows: number of Customers Receiving Service Times Monthly Rate.

The City shall remit payment within twenty (20) days following the receipt of the invoice from Contractor. If any dispute arises, the undisputed amount shall be paid.

The Contractor is entitled to payment for services rendered irrespective of whether or not the City collects from customers for such service.

The monthly rate for residential customers and other customers shall be based on the following schedule:

1) Rate to pick up normal trash in a 95-gallon cart supplied by the Contractor one time (1x) a week for five (5) years:

First Year	Second Year	Third Year	Fourth Year	Fifth Year
\$15.80	\$16.60	\$17.43	\$18.30	\$19.21

**26. UNAVOIDABLE EVENTS:**

In the event of an unavoidable strike, war, Act(s) of God, or other unavoidable act(s) or event(s) beyond control of the Contractor, the Contractor shall not be considered in default, and should the area included under this Contract suffer disaster, as an example, said Contractor shall be compensated in addition to the basic Contract price, such amount as mutually agreed upon by the parties of this Contract prior to the furnishing of such additional services.

**27. ADDITIONAL:**

a. The Contractor shall provide solid waste collection for all City facilities including but not limited to: The City Hall. This shall be at no cost to the City, during the entire five (5) year duration of this Contract and any extension(s) thereof.

**28. FAILURE OR BREACH:**

The failure to enforce a claim of breach in a given instance under this Contract shall not constitute a waiver or estoppels against the enforcement of a subsequent claim of breach of the same type or nature.

**29. RECYCLING CLAUSE:**

Should at any point, the City be responsible to Federal, State, or County Authorities, or any other justly appointed assembly, for the assuring, guaranteeing of, or any related involvement toward, a recycling program, whether by law or by choice, the City reserves the right to negotiate the terms of that recycling program with the Contractor who shall have the last right of refusal to provide recycling.

**30. INVALIDITY CLAUSE:**



Should any section or subsection of this Contract be declared to be invalid, the rest and remainder of this Contract shall not be affected and shall remain in full force and effect.

**31. AGREEMENT:**

This Contract shall be binding upon the parties hereto, their successors, and assigns.

This Contract is the entire contract between the parties and the same shall not be amended, except by further writing executed by both parties.

All notices, requests, demands, and other communications here under (including notices of all asserted claims of liabilities) shall be in writing and shall be either delivered personally, or mailed postage prepaid to the addresses herein designated in writing, and shall be effective upon personal delivery thereof or forty-eight (48) hours following deposit in the U.S. Mail, whether or not delivery is accepted.

*[Remainder of page intentionally blank;  
Signature page follows.]*

IN WITNESS WHEREOF, the City of Vienna has approved this Contract duly passed and has authorized the President and Clerk of the City of Vienna to execute the same upon behalf of said City, the Contractor has authorized its District Manager to execute this Contract as aforesaid, upon behalf of Bulldog Acquisitions, LLC.

**City of Vienna**

BY:

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Steve Penrod, Mayor

**BULLDOG ACQUISITIONS, LLC**

BY:

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Dale DeWeerd, Sales