

180437

DISTRICT ALL

VILLAGE OF LOMBARD
REQUEST FOR BOARD OF TRUSTEES ACTION
For Inclusion on Board Agenda

_____ Resolution or Ordinance (Blue) _____ Waiver of First Requested
 X Recommendations of Boards, Commissions & Committees (Green)
_____ Other Business (Pink)

TO: PRESIDENT AND BOARD OF TRUSTEES

FROM: Scott R. Niehaus, Village Manager

DATE: October 10, 2018 (COW) (B of T) **Date:** October 18, 2018

TITLE: Solid Waste Contract Second Amendment

SUBMITTED BY: David P. Gorman, Assistant Director of Public Works *DPG*

BACKGROUND/POLICY IMPLICATIONS:

A recommendation from the Public Works & Environmental Concerns Committee to amend a contract with Waste Management regarding eliminating the subsidy for curbside brush collection and the contract expiration date.

FISCAL IMPACT/FUNDING SOURCE:

Review (as necessary):

Village Attorney X _____ Date _____

Finance Director X _____ Date _____

Village Manager X _____ Date _____

NOTE: All materials must be submitted to and approved by the Village Manager's Office by 12:00 noon, Wednesday, prior to the Agenda Distribution.



MEMORANDUM

TO: Scott Niehaus, Village Manager

FROM: David P. Gorman, PE, Asst. Director of Public Works *LOPY*

SUBJECT: **Solid Waste Contract – Proposed Second Amendment**

DATE: October 10, 2018

Attached is a proposed Second Amendment to the Solid Waste Contract to eliminate the subsidy for curbside brush collection, increase the yard waste sticker fee, and extend the Contract expiration date. The subsidy elimination had been discussed earlier this year as part of budget considerations, and the proposed Contract Amendment is a result of Staff's negotiations with Waste Management. The changes to the brush collection program and sticker fee would take effect on 4/1/19.

Background:

The Solid Waste Contract with Waste Management includes an annual payment by the Village of \$83,610 for a no-sticker collection (i.e., free) of bundled brush. Brush is collected as part of the weekly yard waste truck route from early April to mid-December. Bundles must be less than 6' long, 18" wide and 50# in weight, and individual branches must not exceed 6" in diameter.

Most neighboring communities also offer no-fee brush collection. These include Glen Ellyn, Villa Park, Addison, Glendale Heights, and Oakbrook Terrace. Stickers are required in Downers Grove and Oak Brook. The cost of a Lombard yard waste sticker is currently \$2.00.

The cost of the brush program is covered by the Village Service Fee (monthly \$0.59/residence and \$3.00 per business, and also \$0.10 per yard waste sticker) that is collected on the Village's behalf by Waste Management. As an enterprise fund, changing the brush program to require stickers would necessitate that the cost reduction must be applied to another waste-related expenditure. Street sweeping, which cost a total of \$188K in 2017, would qualify. Based on the Board's direction, this reallocation had been made in the proposed FY19 budget.

This change would require a Contract amendment. Waste Management is agreeable in concept but would request a three year Contract extension (to 3/31/2024) and a \$0.35 increase in the yard waste sticker fee, saying that such an increase will keep the change revenue neutral. The number of yard waste stickers sold for bags & cans varies greatly but has averaged 95,300 over the past five years. The additional \$0.35 would result in additional \$33,300 revenue based on that quantity. Waste Management has gauged that requiring stickers for brush collected is likely to make up for the additional \$50K that they will be forgoing by concurring to end the subsidy.

Recommendation:

The Board had expressed openness during the FY19 budget process to ending the brush collection subsidy, and the budget has been approved as such. In addition, Staff deems the additional changes regarding increasing the sticker fee and extending the Contract by three years to be reasonable considerations requested by Waste Management. Therefore, Staff and the Public Works & Environmental Concerns Committee recommend that the Board approve the Contract amendment. There is also a separate accompanying ordinance to amend the pertinent sections of the Village Code.

RESOLUTION

R____-18

**A RESOLUTION APPROVING A SECOND AMENDMENT TO SOLID WASTE
COLLECTION AND DISPOSAL SERVICES CONTRACT**

WHEREAS, the Corporate Authorities of the Village of Lombard have received a proposed Second Amendment to Solid Waste Collection and Disposal Services Contract between the Village of Lombard and Waste Management of Illinois, Inc., a copy of which is attached hereto and marked Exhibit "A" and made part hereof (the "Second Amendment"); and

WHEREAS, the Corporate Authorities deem it to be in the best interest of the Village of Lombard to approve said Second Amendment;

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LOMBARD, DU PAGE COUNTY, ILLINOIS as follows:

SECTION 1: That the Second Amendment, as attached hereto as Exhibit "A", is hereby approved.

SECTION 2: That the Village President and Village Clerk be and hereby are authorized and directed to execute said Second Amendment, as attached hereto as Exhibit "A", on behalf of the Village.

Adopted by me this 18th day of October, 2018.

Ayes; _____

Nays: _____

Absent: _____

Approved this 18th day of October, 2018.

Keith Giagnorio
Village President

ATTEST:

Sharon Kuderna
Village Clerk

**SECOND AMENDMENT TO
SOLID WASTE COLLECTION AND DISPOSAL SERVICES CONTRACT**

This Second Amendment to Solid Waste Collection and Disposal Services Contract (the "Second Amendment") is made and entered into as of October 18, 2018 (the "Effective Date"), by and between the Village of Lombard, an Illinois municipal corporation (the "Village"), and Waste Management of Illinois, Inc., a Delaware corporation licensed to do business in Illinois (the "Contractor"). The Village and the Contractor are hereinafter sometimes referred to collectively as the "Parties" and individually as a "Party."

WITNESSETH

WHEREAS, the Village and the Contractor entered into a Solid Waste Collection and Disposal Services Contract dated January 7, 2016 (the "Original Contract"); and

WHEREAS, the Village and the Contractor entered into a First Amendment to Solid Waste Collection and Disposal Services Contract dated April 5, 2018 (the "First Amendment"), which amended the Original Contract (the Original Contract as amended by the First Amendment being hereinafter referred to as the "Amended Contract"); and

WHEREAS, the Village and the Contractor desire to extend the term of the Amended Contract, and amend certain provisions of the Amended Contract; and

WHEREAS, it is in the best interests of the Village and the Contractor to enter into this Second Amendment;

NOW, THEREFORE, in consideration of the foregoing, the covenants, conditions and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, the Parties hereby agree as follows:

1. That Section 1 of the Amended Contract is amended as follows:
 - A. The reference to "five (5) years" is revised to read "eight (8) years."
 - B. The reference to "2021" is revised to read "2024."
2. That Section 2 of the Amended Contract is amended as follows:
 - A. The reference to "five (5) years" is revised to read "eight (8) years."
 - B. The reference to "2021" is revised to read "2024."
3. That Section 3 of the Amended Contract is amended as follows:
 - A. The reference to "2021" is revised to read "2024."
 - B. The reference to "2023" is revised to read "2026."
 - C. The reference to "2020" is revised to read "2023."

4. That Section 7 of the Amended Contract is amended as follows:
- A. A new definition shall be inserted, relative to the term “Bagster,” which shall read in its entirety as follows:
- “**Bagster:** A commercially available flexible container designed to hold loose **Household Refuse, Household Construction and Demolition Debris** and **Bulk Materials** or **Large Items**, excluding any material or item that is a **White Good**, electronic waste or is not permitted at the disposal facility, up to three thousand three hundred (3,300) pounds or three (3) cubic yards.”
- B. The definition of “Bulk Materials” is revised to read in its entirety as follows:
- “**Bulk Materials:** Any items set forth as **Refuse** which are too large to fit into an approved **Refuse Container** or greater than fifty (50) pounds, and so unable to be handled by one individual in the conventional form of collection, but rather require a special collection vehicle or additional manpower. Examples include cast iron tubs, double basin concrete sinks, oversized furnaces, pianos and organs. **Bulk Materials** shall either be placed by residents in (a) bundles weighing less than one hundred (100) pounds, so as to be safely lifted by two workers, (b) containers weighing less than one hundred (100) pounds, so as to be safely lifted by two workers, or (c) a **Bagster** unit, pursuant to the terms and conditions accompanying the **Bagster** bag. These types of items would be subject to the charges quoted for **Bulk Materials** and/or **Bagster**.”
- C. The definitions of “Garbage Can” and “Refuse Cart,” as contained in the definition of “Refuse Containers” as set forth therein, shall be broken out as separate subprovisions of the definition of “Refuse Containers”.
- D. The definition of “Large Items” is amended as follows:
- (i) In the first sentence thereof, the words “are under one hundred (100) pounds and” shall be inserted between “but” and “can”.
- (ii) In the second sentence thereof, the word “televisions” shall be deleted.
- (iii) The last sentence thereof is revised to read as follows: “These items shall require one (1) **Refuse** sticker per fifty (50) pounds or one (1) cubic yard, whichever is greater.”
- E. The definition of Recyclables, Atypical” is revised by adding the words, “clean construction and demolition debris (CCDD)” between “scrapmetal” and “wood”, in the second sentence thereof.

5. That Section 8A(13) of the Amended Contract is amended by deleting the following therefrom: "Police Department Resource Center, 32 Yorktown Road."
6. That, effective April 1, 2019, Section 8B(1) of the Amended Contract is amended as follows:
 - A. The first sentence thereof is revised by adding the following to the end thereof: "and shall only be provided for **Yard Waste Containers** that have pre-paid stickers securely and visibly affixed to them."
 - B. The third sentence thereof is revised to read in its entirety as follows: "The **Yard Waste** collection service shall include the collection of **Bundles** of **Brush** for all **Residential** properties within the Village."
 - C. The fourth sentence thereof is revised by deleting the word "other" therefrom, and by adding "by the resident," to the end thereof.
7. That Section 8B(6) of the Amended Contract is amended by inserting, "and the unit of local government/school district facilities listed in Section 8B(7)" between "Residents" and "will," in the second sentence thereof.
8. That Section 8B(7) of the Amended Contract is amended as follows:
 - A. Effective April 1, 2019, the second sentence of the first paragraph thereof is revised to read in its entirety as follows:

"The **Brush** collection service shall be offered from the first full week of April through the second full week of December during the term of the **Contract** and shall only be provided for **Bundles** of **Brush** that have pre-paid stickers securely and visibly affixed to them."
 - B. Effective April 1, 2019, the third sentence of the first paragraph thereof is revised by deleting the word "unlimited" therefrom.
 - C. Effective April 1, 2019, the sixth sentence of the first paragraph thereof is deleted.
 - D. Effective April 1, 2019, the seventh sentence of the first paragraph thereof is revised to read in its entirety as follows: "**Residential** and **Commercial** properties shall be required to place a pre-paid **Yard Waste** sticker on the **Bundles** of **Brush** from the first week of April through the second full week of December."
 - E. Effective April 1, 2019, the last sentence of the first paragraph thereof is revised by adding the words "and **Commercial**" between "**Residential**" and "properties".
 - F. The second paragraph thereof is revised by inserting "Fall Leaf Collection, as referenced in Section 8B(6) above, and" between "provide" and "**Brush**".

- G. The second paragraph thereof is revised by adding the following to the list of unit of local government/school district facilities set forth therein: "Madison Meadows Athletic Center, 500 E. Wilson Avenue."
9. That Section 8C(1) of the Amended Contract is amended by revising the reference to "2021," as contained in the first paragraph thereof, to read "2024".
10. That Section 8C(6) of the Amended Contract is amended by adding a comma (,) between "as" and "but" in the list of municipal properties contained therein.
11. That Section 8C(7) of the Amended Contract is amended by adding the following to the list of public taxing facilities as contained therein: "Madison Meadows Athletic Center, 500 E. Wilson Avenue."
12. That Section 14A(2) of the Amended Contract is amended as follows:
- A. That the following shall be added to the end of the second sentence thereof: ", and shall be subject to an additional \$0.35 per sticker increase on April 1, 2019."
 - B. That ", and annually thereafter," shall be inserted between "2017" and "said", in the second sentence thereof.
 - C. Effective April 1, 2019, the last sentence shall be deleted therefrom.
13. That Section 14A(3) of the Amended Contract is amended by adding the following to the end thereof:
- "Bagster** collections shall be per the applicable rate at www.bagster.com."
14. That Section 14A(8) of the Amended Contract is amended by revising the last sentence thereof to read in its entirety as follows:
- "This fee shall be in effect throughout the term of this **Contract**."
15. That, effective April 1, 2019, Section 14A(11) of the Amended Contract is amended by deleting it from the Amended Contract.
16. That Section 14A(12) of the Amended Contract is amended by revising "therof", in the last sentence thereof, to read, "thereof".
17. That, effective April 1, 2019, Section 14A(12) of the Amended Contract is amended by relabeling it as Section 14A(11).
18. That, effective April 1, 2019, Section 14A(13) of the Amended Contract is amended by relabeling it as Section 14A(12).
19. That, effective April 1, 2019, Section 14A(14) of the Amended Contract is amended by relabeling it as Section 14A(13).

20. That Section 14B(1) of the Amended Contract is amended by revising the reference to “period of April 1, 2016 through March 31, 2021,” as contained therein, to read “term of this **Contract**”, and by adding the following to the end thereof:

“Residents in condominiums and apartments shall be allowed to dispose of **Bulk Materials** and **Large Items**, in the same manner as provided in Sections 14A(3) and 14A(4) above.

21. That Section 29A of the Amended Contract is amended as follows:

A. The schedule in the first paragraph thereof is revised by adding the following to the end thereof:

4/1/21	CPI not to exceed 5%
4/1/22	CPI not to exceed 5%
4/1/23	CPI not to exceed 5%

B. In the second paragraph thereof, the reference to “4/1/17, 4/1/18, 4/1/19 and 4/1/20” is revised to read “4/1/17, 4/1/18, 4/1/19, 4/1/20, 4/1/21, 4/1/22 and 4/1/23.”

22. That Section 29B of the Amended Contract is amended as follows:

A. The schedule in the first paragraph thereof is revised by adding the following to the end thereof:

4/1/21	CPI not to exceed 5%
4/1/22	CPI not to exceed 5%
4/1/23	CPI not to exceed 5%

B. In the second paragraph thereof, the reference to “4/1/17, 4/1/18, 4/1/19 and 4/1/20” is revised to read “4/1/17, 4/1/18, 4/1/19, 4/1/20, 4/1/21, 4/1/22 and 4/1/23.”

23. That the Contractor hereby warrants and represents that the representations made in the Certification by the Contractor, as attached to the Amended Contract, as Exhibit “C”, remain true and correct as of the date of this Second Amendment.

24. This Second Amendment may be executed in two (2) or more counterparts, each of which, taken together, shall constitute one and the same instrument.

25. That all portions of the Amended Contract, not amended hereby, shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have caused this Second Amendment to be executed by their respective duly authorized officers as of the date first above written.

Village of Lombard,
an Illinois municipal corporation

Waste Management of Illinois, Inc.,
a Delaware corporation
licensed to do business in Illinois

By: _____
Keith Giagnorio
Village President

By: _____
Name: _____
Title: _____

ATTEST:

ATTEST:

By: _____
Sharon Kuderna
Village Clerk

By: _____
Name: _____
Title: _____