

CITY OF BELVIDERE, ILLINOIS

ORDINANCE #668H

AN ORDINANCE AMENDING ARTICLE II, REFUSE COLLECTORS AND COLLECTION, OF CHAPTER 94 SOLID WASTE OF THE CITY OF BELVIDERE MUNICIPAL CODE AND AUTHORIZING THE EXECUTION OF A RESIDENTIAL SOLID WASTE DISPOSAL AGREEMENT

PASSED AND ADOPTED

BY THE CITY COUNCIL

OF THE CITY OF

BELVIDERE, ILLINOIS

ON THE 1ST DAY OF APRIL 2024.

APPROVED BY THE

MAYOR OF THE CITY OF

BELVIDERE, ILLINOIS

ON THE 2ND DAY OF APRIL, 2024.

Published in Pamphlet Form this 2nd day of April 2024.

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AN ORDINANCE AMENDING ARTICLE II, REFUSE
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RESIDENTIAL SOLID WASTE DISPOSAL AGREEMENT

WHEREAS, the Corporate Authorities of the City of Belvidere desire to adopt a single sourced Solid Waste collection pursuant to a franchise issued by the City for single-family residential and two-family residential properties only; and

WHEREAS, historically the City has allowed solid waste collection on an open market basis simply requiring solid waste haulers to obtain a City license; and

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Belvidere as follows:

SECTION 1: Effective June 1, 2024, Article II of Chapter 94 of the City of Belvidere Municipal Code is amended to read as set forth in the attached Exhibit A, which is incorporated herein by this reference.

SECTION 2: A Solid Residential Solid Waste Disposal Agreement (the Agreement) between the City of Belvidere and Rock River Disposal Services, Inc. substantially the same as the attached Exhibit B is approved, subject to the approval of the City Attorney and the Mayor. The Mayor is authorized to execute and the Clerk to attest the Agreement.

SECTION 3: If any section, paragraph, subdivision, clause, sentence or provision of this Ordinance shall be adjudged by any Court of competent jurisdiction to be invalid, such judgment shall not affect, impair, invalidate or nullify the remainder thereof, which remainder shall remain and continue in full force and effect.

SECTION 4: All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

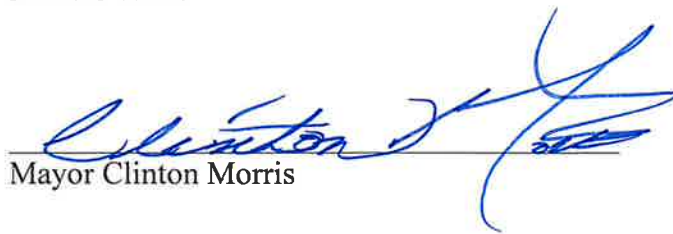
SECTION 5: This Ordinance shall be in full force and effect from and after its passage and publication in pamphlet form as required by law which publication is hereby authorized.

Voting Aye: McGee, Mulhall, Stevens, Frank, Gramkowski and Mayor Morris.

Voting Nay: Snow, Albertini, Brereton, Fleury and Freeman.

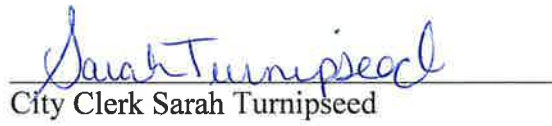
Absent: None.

APPROVED:



Mayor Clinton Morris

ATTEST:



City Clerk Sarah Turnipseed

(SEAL)

Passed: April 1, 2024

Approved: April 2, 2024

Published: April 2, 2024

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ARTICLE II. REFUSE COLLECTORS AND COLLECTION¹

DIVISION 1. GENERALLY

Sec. 94-31. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Refuse means any garbage, products or materials, including but not limited to the following: putrescible animal and vegetable wastes resulting from the handling, preparation, cooking, sale or consumption of food; human and animal excretion; glass, metal or plastic containers, products or objects discarded as no longer usable; paper, wood and cardboard waste; uprooted weeds, grass clippings and yard waste, furniture or clothing; any industrial process wastes; and dead animals.

Refuse hauler means any person actively engaged in the operation of picking up, delivering or transporting refuse from one location within the City to another location legally permitted to receive such refuse.

Sec. 94-32. Scope of article.

This article is not intended and shall not be construed to prohibit a resident of the city from hauling his own refuse in his personal vehicle provided that the refuse is hauled to and deposited in a licensed refuse disposal area.

Sec. 94-33. Transportation of refuse restricted.

- (a) It shall be unlawful to transport refuse from outside the city except in totally enclosed trucks or units.
- (b) It shall be unlawful to transport refuse in the city that has not been deposited in a state approved disposal facility within 24 hours of the time it is collected.
- (c) It shall be unlawful to transport refuse in the city except between the hours of 5:00 a.m. and 6:00 p.m.

Sec. 94-34. Licensees to operate in compliance with the law.

All licensees under this Article, including but not limited to the exclusive franchisee under section 95-50, shall at all times operate so as not to violate any local ordinances or the regulations adopted by the pollution control board of the state promulgated in accordance with the Environmental Protection Act, title V, 415 ILCS 5/22.

Sec. 94-35. Inspections.

The mayor or any person authorized by him shall have authority to inspect at any time or place any vehicle used in hauling refuse to assure that all state and local standards regarding the operation of such vehicles are met.

(Code 1982, § 116.124)

Sec. 94-36. Violations; penalties.

Any person who violates this Article or any of the rules and regulations adopted pursuant to law shall be deemed to have committed a misdemeanor and shall be punished by a fine, suspension or revocation of any license held or as provided in section 1-9, or by any combination of such fine, suspension or revocation and penalty unless otherwise provided in this Article.

**DIVISION 2. EXCLUSIVE FRANCHISE FOR SINGLE FAMILY
AND TWO FAMILY RESIDENTIAL SOLID WASTE COLLECTION**

Sec. 95-50. Single family and two-unit residential solid waste collection.

- (a) Exclusive franchise license. There shall be issued in the City of Belvidere no more than one license, authorizing the collection of garbage/refuse and recyclables for any and all single family and two-unit residential dwelling units located within the corporate limits of the City.
- (b) The said exclusive franchise license (contract) shall be issued to that contractor awarded the contract by the Corporate Authorities for the collection of single family and two-unit residential refuse and recyclables.
- (c) The exclusive franchise licensee shall charge no more than the current year contract rate approved by the City. The City reserves the right to approve or disapprove any proposed increase in the collection fee.
- (d) This section does not prohibit single family residences from composting, mulching, or otherwise disposing of yard waste in a legal manner.
- (e) The Exclusive Franchisee shall abide by all terms of this Article and such terms are incorporated within any franchise agreement. In the event of a direct conflict between a term of any such franchise agreement and this Article, the franchise agreement shall control.
- (f) Any person or entity collecting single-family or two-unit residential garbage, refuse, recyclables or yard waste without the exclusive franchise license, shall be fined not less than \$200.00 plus court costs and attorney's fees for each offense. A separate offense shall be deemed to occur for each residential property from which the person or entity collects residential garbage, refuse, recyclables or yard waste and for each day that the person or entity collects garbage, refuse or yard waste in violation of this section.
- (f) No person shall contract with or hire a waste hauler to collect garbage, rubbish, recyclables or yard waste from a single family or two-unit residential property unless that hauler is the Exclusive Franchisee. Any person who violates this subsection (f) shall be fined in accordance with section 1-9 of the City of Belvidere Municipal Code.
- (g) It shall not be unlawful under this section, nor shall any person or entity be subject to penalty, if they engage in removal of garbage, refuse or yard waste as a service incident to another service such as remodeling, construction or yard care.

DIVISION 3. COLLECTOR'S LICENSE

Sec. 94-61. License required.

- (a) *Business.* No person shall operate a refuse collection business in the city without having first obtained a license from the city to operate the same. No license shall be issued for single family or two-unit residential solid waste collection except to the exclusive franchisee under section 95-50.
- (b) *Vehicles.* No refuse-hauling vehicles except those licensed, after proper application to the city, may be operated in the city; and evidence of such licensing shall be prominently displayed on the windshield of any vehicle used for such purposes.

Sec. 94-62. Application.

- (a) *Business.* Application for city refuse collection business licenses shall be made on forms supplied by the city clerk.
- (b) *Vehicles.* Applications for city refuse hauling vehicle licenses, for vehicles of any kind used in hauling refuse to such disposal areas, shall be made on forms supplied by the city clerk.

Sec. 94-63. Insurance.

Application for a city refuse hauling license must be accompanied by a certificate of insurance having the following minimum amounts:

Comprehensive general liability:

Bodily injury	\$500,000.00 each occurrence \$500,000.00 aggregate
Property damage	\$500,000.00 each occurrence \$500,000.00 aggregate or
Combined form	\$1,000,000.00 combined single limit
Premises-operations explosion collapse hazard	
Underground hazard products/completed operations	
Broad form property damage, independent contractors	
Automobile liability	
Bodily injury	\$300,000.00 each person \$500,000.00 each accident
Property damage	\$100,000.00 or \$500,000.00 combined single limit
Comprehensive form	
Hired non-owned worker's compensation	A-Statutory B-\$500,000.00 each accident

Sec. 94-64. Issuance of license.

The City Clerk may grant licenses to such persons as can qualify and desire the same, to pick up, transport and dump refuse in accordance with law and rules and regulations set out in this article.

(Code 1982, § 116.129)

Sec. 94-65. License fees.

- (a) *Business.* The license fee to be charged to all persons requesting a license to operate a refuse collection business shall be \$120.00 per year.
- (b) *Vehicles.* The license fee to be charged to all persons requesting a license for each vehicle used in hauling refuse to a refuse disposal area shall be \$80.00 per vehicle per year. Such licenses shall be effective from May 1 to April 30 of the following year.

Sec. 94-66. When fee due; late payment penalty.

- (a) A fee for a license to be issued under this division shall be due and payable annually in advance on May 1 of each year, and the license shall be for one fiscal year of 12 months commencing on that date.
- (b) A license issued after June 1 of each year shall be subject to a penalty to be paid by the applicant as follows:
 - (1) A penalty for each license issued after June 1 is hereby imposed at the rate of ten percent of the annual license fee for each month until the fee is paid.
 - (2) Should an applicant commence the business or the activity that requires the license subsequent to June 1, the penalty herein shall apply commencing the first day of the month following the month in which the business or the activity began.

Sec. 94-67. Transfer or proration prohibited.

There shall be no transfer of licenses issued under this section or proration of fees for the same for a portion or portions of the year so held.

Sec. 94-68. Suspension or revocation of license.

- (a) All licenses issued pursuant to an application under this division are issued subject to compliance by the applicant with the provisions of this article and statements made in the application, and failure to comply with such provisions and statements shall result in suspension or revocation of such licenses.
- (b) The City Clerk may suspend or revoke any license issued under the provisions of this division for any violation of any provision of this article; for any violation of local regulations and ordinances; for any violation of the regulations adopted by the pollution control board of the state pursuant to title V (415 ILCS 5/22 et seq.) of the Environmental Protection Act, or for any violation of state law pertaining to the operation of vehicles used in hauling refuse, for any operation other than that described in the application for license required by section 94-62. The City Clerk may not revoke or suspend the exclusive franchise, said authority reserved to the Corporate Authorities in conformance with any applicable franchise agreement.

Secs. 94-69—94-90. Reserved.

DIVISION 4. RECYCLABLES

Sec. 94-91. Containers.

Any privately or publicly operated refuse collection service shall, as a condition of the right to hold a collection license within the city, be required to provide each residential customer so served with a container to be used for collection and regular pickup of certain recyclable items as specified by the city.

Sec. 94-92. Regulations governing curbside collection of recyclables.

As a condition of receiving a refuse collection license within the city, the license holder agrees to the following conditions:

- (1) Residential refuse and garbage shall be defined as that refuse and garbage collected from single-family and two-family dwelling units.
- (2) The following types of refuse and garbage are allowed for disposal and can be collected and disposed of by the license holder provided that all material is in a suitable container.
 - a. All kitchen waste, including cans, bottles, household food, accumulation of animal food and vegetable matter attendant on the preparation, use, cooking and serving of foods.
 - b. General household refuse and garbage, including ashes, empty cartons, crates, boxes, wrapping materials, magazines, cloth material, empty cans, discarded toys, discarded clothing and similar materials.
- (3) Materials not allowed for pickup are as follows: hazardous, toxic or inflammatory materials or materials of an explosive nature; yard wastes (leaves, grass, tree trimmings, etc.); earth, sod, rocks; concrete; refuse from remodeling or construction of homes. However, this does not exclude small amounts of earth, sod and building materials.
- (4) The license holder agrees to pick up and have recycled the following recyclable materials (which are not to be placed in regular refuse containers):
 - a. Newsprint.
 - b. Clean glass food and beverage bottles/containers.
 - c. Aluminum food and beverage containers.
 - d. Steel/tin food and beverage containers.
 - e. Plastics with #1 and #2 recycling designation.
 - f. Cardboard.

Other items may be collected by the license holder for recycling at their discretion. The above categories must be properly sorted and separated and placed at the curb in the open containers. Recyclable materials that include waste/refuse will not be picked up.

- (5) The recyclable materials will be picked up on the same day as the refuse/garbage.
- (6) The license holder shall furnish the city with monthly reports detailing the exact quantities, by type, of all recyclable materials collected; the locations to which they were taken; and the total amount of revenues generated by their sale.
- (7) Collection and disposal of items heretofore designated as household refuse or household garbage shall be made not less than once a week. The frequency of collection of recyclable materials shall be at the discretion of the license holder. However, collection of recyclables shall be not less than once per month.
- (8) The license holder may continue to collect any refuse of any commercial, business or industrial establishment, schools or other buildings occupied by a public body, subject to any and all of the regulations governing private scavengers.
- (9) The license holder shall not begin any residential refuse/recyclable collection before 5:00 a.m.
- (10) All garbage, ashes, rubble or waste and refuse collected by the license holder shall be disposed of by it at a site licensed and approved by the state environmental protection agency. Documentation of the license and approval by the EPA shall be required upon request from the city. The license holder shall be solely responsible for the sanitary disposal of materials collected by the company.
- (11) The license holder shall perform all collection and disposal services herein required in a neat, orderly and efficient manner; shall use care and diligence in the performance of its collections; and shall provide neat, orderly and courteous employees and personnel on its crews.
- (12) The license holder shall agree to prohibit the consumption of alcoholic beverages by its drivers, crew members or other employees while they are on duty. The license holder shall not allow any driver or crew member to be working while intoxicated or under the influence of illegal drugs.
- (13) The license holder shall exclusively use enclosed, waterproof, packer type disposal truck bodies for refuse collection. The license holder shall not allow litter to scatter or to be spread as a result of the service provided within the city.
- (14) The license holder shall provide the city with a list of all equipment to be used. Trucks shall be identified by a number which is painted on the truck, by the make and year of cab, chassis and body. Such a list shall be provided to the city annually when license renewal is required.

Sec. 94-93. Investigation of complaints; penalty for violation.

Any complaint received by the city about any license holder who fails to provide any service as provided for in this division, or who violates any other provisions of this division will be promptly investigated by the body having jurisdiction, and if found in violation of this division, will be subject to a penalty of between \$50.00 and \$500.00 and/or revocation of the license, depending on the nature and severity of the violation. With the exception of the exclusive franchisee, the City Clerk shall enforce these penalties and this Article. A licensee may appeal any decision of the City Clerk to the City Council whose decision will be final.

Secs. 94-94—94-100. Reserved.

DIVISION 5. YARD WASTE

Sec. 94-101. Collection of yard waste.

Any privately or publicly operated refuse collection service shall, as a condition of the right to hold a collection license within the city, be required to provide regular pickup of residential yard waste at rates to be determined by the license holder or the awarded franchise.

Sec. 94-102. Regulations governing curbside collection of yard waste.

The license holder shall collect garden and yard waste material from residences at curbside. Material must be placed in paper lawn bags or an approved container with a visible X marked on it. Any incidental non-garden or yard waste material collected in the process shall be disposed of by and at the expense of the license holder in accordance with state and local laws, rules and regulations. Tree or brush trimming must be less than five feet in length and weigh less than 50 pounds tied in bundles with natural materials, not with wire.

Sec. 94-103. Definition.

The term "garden and yard waste" shall mean any and all accumulations of grass, leaves, branches, ~~scrubs~~, vines and other similar items generated by the maintenance of lawns, shrubs, gardens and trees.

Sec. 94-104. Reserved.

DIVISION 6. BULKY WASTE

Sec. 94-105. Collection of bulky waste.

Any privately or publicly operated refuse collection service shall, as a condition of the right to hold a collection license within the city, be required to provide curbside residential bulky waste collection at rates to be determined by the license holder.

Sec. 94-106. Regulations governing curbside collection of bulky waste.

Bulky waste collection must be available to each residential dwelling unit on a quarterly-annual basis and must be scheduled with license holder in advance. All materials regulated under the Clean Air Act, the Toxic Substance Control Act, or other environmental laws shall be removed from bulky waste by the resident prior to the collection.

Sec. 94-107. Definition.

The term "bulky wastes" shall mean discarded recyclable and nonrecyclable materials, including metals with no concrete attached, household appliances, furniture over 50 pounds in weight, refrigerators, stoves, metal poles, other household appliances, and all other materials other than non-refuse material.

Secs. 94-108—94-109. Reserved.

DIVISION 7. REFUSE, YARD WASTE AND BULKY WASTE STORAGE

Sec. 94-110. Refuse, yard waste and garbage receptacles.

All refuse shall be stored in solid body sealed containers resistant to animal infestation or destruction such as commercially available garbage cans with tight fitting lids, or on commercial properties, commercially available dumpsters with lids closed. Such dumpsters or containers may be referred to as garbage receptacles. At all times, the garbage receptacles shall be maintained in a clean condition with lids securely closed and with all refuse only contained within the closed garbage receptacle. No refuse shall be stored outside a completely enclosed structure, unless within a sealed garbage receptacle. Yard waste may be stored within yard waste bags approved by the licensed hauler responsible for removing refuse and yard waste from the property. Recyclables may be stored in recyclable containers approved and provided by the licensed hauler responsible for removing recyclables from the property.

Sec. 94-111. Storage.

When stored outside a structure, all refuse, yard waste, bulky waste and garbage receptacles shall be placed in a manner so that they are not visible from any public or private street or other right of way.

Sec. 94-112. Recycle containers.

Refuse, yard waste, bulky waste, recycle containers and garbage receptacles may be placed curbside, or immediately adjacent to a street or right of way only on the day of pick up by a licensed hauler as set forth in this chapter. Such placement of refuse, yard waste, bulky waste, recyclable containers or garbage shall not exceed a continuous period of 24 hours.

Sec. 94-113. Violations.

The owners of real property upon which a violation of this division is found to exist as well as the persons actually violating this division shall be jointly and severally liable for such violation.

Sec. 94-114. Penalty.

Any person violating any provision of this division, and/or the owner of any real property upon which a violation is found to exist, shall be fined not less than \$100.00 nor more than the maximum provided in section 1-9 for each offense; and a separate offense shall be deemed committed on each day during or on which a violation occurs or continues. In addition, a court of competent jurisdiction may affirmatively require any individual found to

violate this division to remedy such violation and to bring the offending real property into compliance with this division as well as the City's Property Maintenance Code.

CITY OF BELVIDERE
RESIDENTIAL SOLID WASTE
DISPOSAL AGREEMENT

This Agreement (the Agreement) is made and entered into this 9th day of April
2024 by and between the City of Belvidere, Illinois (the City) and
Rock River Disposal Inc. (the Contractor)

RECITALS

A. The City hereby grants to the Contractor, and the Contractor accepts, the exclusive right, license, privilege, and franchise for the transportation, collection and management of General Refuse, Landscape Waste, City Waste, and Recyclable Commodities generated by the City of Belvidere, as described in this Agreement, during the entire term of this Agreement and any extensions thereof, unless and until earlier terminated.

B. The Contractor agrees to furnish all labor, material, and equipment necessary for the transportation, collection, and management of General Refuse, Landscape Waste, City Waste, and Recyclable Commodities generated within the Corporate Limits of the City and any territory subject to an annexation agreement with the City, as described in this Agreement, during the entire term of this Agreement and any extensions thereof, unless and until earlier terminated.

NOW THEREFORE, in consideration of the mutual promises and benefits to be derived by the respective parties from this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each party, the parties agree as follows:

1. Recitals Incorporated. The Recitals to this Agreement constitute an integral part of this Agreement, which evidences the intent of the parties in executing this Agreement and describe the circumstances surrounding its execution. The Recitals to this Agreement are incorporated herein as an integral part of this Agreement.

2. Definitions. The following terms and phrases when used in this Agreement shall have the meaning given to them in this section:

- a) Customer. Any person, entity, or organization or the like receiving the services or required to receive the services pursuant to this Agreement or the City of Belvidere Municipal Code (the Code).
- b) Garbage. Wastes resulting from the handling, processing, cooking, and consumption of food and wastes resulting from the handling, processing, storage, and sale of produce.
- c) Excluded Waste. Any Hazardous Waste and any radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, biohazardous, or toxic material as defined by applicable federal, state or local laws or regulations.
- d) Hazardous Waste. Waste identified or listed as a hazardous or special waste by the administrator of the United States Environmental Protection Agency (EPA) under the federal Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976, as amended, or so classified by any applicable federal or state statute, rule, order, or regulation.

- e) Yard Waste. All accumulations of grass or shrubbery cuttings, leaves, tree limbs, and other materials accumulated as a result of the care of lawns, shrubbery, vines, Christmas trees, and trees. Yard Waste shall be placed in biodegradable brown paper bags or containers not to exceed 30 gallons and 50 pounds in weight. At the discretion of the property owner, tree limbs, shrubs, vines, and trees may be secured outside of the bags or containers in bundles, however, such bundles shall not to exceed four (4) feet in length and 30 pounds in weight.
- f) Recycling Materials. Newspapers, corrugated cardboard, glass, metal cans (including aluminum and tin), plastic bottles designated as number 1 or 2 under the Plastic Recycling Code, paper products, including envelopes, copy paper, magazines, junk mail, manila folders, and such other materials as the parties may agree to in writing.
- g) Refuse. Combustible trash, including, but not limited to, paper cartons, boxes, barrels, wood, wood furniture, and bedding. Non-combustible trash including, but not limited to, metals, tin cans, metal furniture, glass, crockery, other mineral waste and street rubbish, including, but not limited to, street sweepings, dirt, contents of litter receptacles. Refuse does not include earth and wastes from building operations, hazardous substances, hazardous waste, special waste as defined by the Illinois Environmental Protection Act or Environmental Protection Agency (IEPA) (i.e. byproduct of a manufacturing process) nor shall it include any waste resulting from industrial processes and manufacturing operations such as food processing wastes, boiler house cinders, lumber, scraps and shavings or any waste that the IEPA does not allow to be deposited into an IEPA permitted landfill facility.
- h) Residential Waste. Garbage, Refuse, and other general household waste.
- i) Residential Property. Property used for residential dwelling purposes but excluding multi-residential dwelling units greater than two (2) residential units as well as any hotel or motel. "Single Family" and "Two Family" dwelling units utilized as short-term rentals are included as Residential Property.
- j) White Goods. All discarded refrigerators, ranges, water heaters, freezers, air conditions, humidifiers, and other similar domestic and commercial large appliances that have had the White Good Components removed.
- k) White Good Components. Any chlorofluorocarbon refrigerant gas, any electrical switch containing mercury, and any device that contains or may contain Polychlorinated Biphenyls in a closed system, such as dielectric fluid for a capacitor, ballast or other component.

3. Term. The term ("Term") of this Agreement shall commence on June 1, 2024, and shall terminate on May 31 30, 2029

4. Scope of Franchise. The City hereby grants to the Contractor the exclusive right, privilege, license and franchise for the collection and disposal of Garbage, Refuse, Residential Waste, Recycling Materials, Bulk Items, Yard Waste, and White Goods collection within the City corporate limits, and any territory subject to an annexation agreement with the City, for the benefit of Residential Property Owners and the City (City Collections). Multi-family (greater than two (2) residential units), commercial, institutional (e.g., schools and hospitals) (other than City owned property) and industrial locations are specifically excluded from this franchise. The Contractor may, but is not obligated to, enforce the

exclusivity provisions of Section 95-50(f) and 95-50(g) of the City of Belvidere Municipal Code and for that purpose may send notices and bring suit to enforce those provisions in its own name and in the name of the City of Belvidere. Similarly, the City agrees to use its best efforts to enforce Section 95-50 of the City of Belvidere Municipal Code to protect Contractor's franchise rights under this Agreement.

5. Not-included Collection. The Contractor may, at its option, independently contract with Residential Property owners within the corporate limits of the City to provide service for any non-included collection subject to any and all regulations governing residential, commercial or industrial refuse and waste collection and providing that such collection does not adversely interfere with Contractor's obligations under this Agreement.

6. Contractor's Obligations.

- a) Contractor shall provide, included within the waste collection service fee charged to each Residential Property and the City as described in this Agreement, the following refuse collection services (Waste Collection Services):
 - i. Residential Waste Collection. Weekly curbside collection of Residential Waste with a 95-gallon cart provided by Contractor and weekly curbside unlimited recycling service, with a 65-gallon cart provided by Contractor and Bulk Items shall be performed. The 95-gallon cart for Residential Waste and the 65-gallon cart for Recycling shall be provided by the Contractor by June 1, 2024. Residential Waste and Bulk Items shall be placed by the Residents of each respective Residential Property owner into the bin provided by the Contractor and/or by itself for Bulk Items. The garbage bin shall be provided by the Contractor free of charge for the use of each Residential Property owner. The recycling bin, shall be provided by the Contractor free of charge for the use of each Residential Property owner. Both the garbage bin and the recycling bin shall remain the property of the Contractor. Repair and maintenance of these containers shall be the responsibility of the Contractor. Replacement and/or additional containers may be obtained by contacting Contractor at 815/965-2489. Yard Waste biodegradable paper bags and/or container not exceeding 30-gallons shall be purchased by Residential Property owners at their sole cost and expense.

During the term of this Agreement, Residential Property owners have the option to increase their service to include weekly curbside Residential Waste with an additional 95-gallon cart and recycling service with an additional 65-gallon cart provided by Contractor. The additional 95-gallon cart shall be provided by the Contractor at a price identified in Exhibit B for the use of each Residential property owner and will remain the property of the Contractor. The additional 65-gallon recycling cart shall be provided by the Contractor at a price identified in Exhibit B for the use of each Residential Property owner and will remain the property of the Contractor.
 - ii. Bulk Items. Collection of not less than one bulk item shall be provided each week for each Residential Property owner. Bulk item means items which are too large and bulky to be placed in a cart including, but not limited to, beds, box springs, mattresses, sofas, furniture, furnishings, fixtures, rugs and carpeting rolls not to exceed 4 feet, bicycles, lawn care equipment or other items not banned from the landfill that one person can safely lift into a refuse truck.

- iii. Yard Waste. Weekly Yard Waste collection will begin April 1 through December 15 of each year of the Term (Yard Waste Collection). Residential Property owners shall place Yard Waste in either the commonly used yard waste bags, or in a container, acquired at the expense of the users, not to exceed 30 gallons in size. Weekly collection of yard waste in yard waste bags or 30-gallon containers may be limited to not less than five (5) bags or containers weekly. Branches, brush and, similar yard waste shall be bundled in 4ft or smaller bundles weighing less than 30 pounds. and may be limited to 2 such bundles per week. Notwithstanding the foregoing, during the months of October, November, and December, Contractor agrees to collect up to twenty (20) yard waste bags or containers weekly per residential property without any additional charge. There shall be no additional charge for Yard Waste Collection.
- iv. Construction Materials / Non-Household Trash. The Contractor shall provide refuse collection services of construction materials and non-household trash items at a rate as set forth in Exhibit B.
- b) The Contractor shall perform all disposal services herein required in a neat, orderly, and efficient manner; shall use due care and diligence in the performance of this Agreement, and shall provide neat, orderly, and courteous employees and personnel on its crews.
- c) The Contractor shall maintain a published telephone number for the receipt of service calls on all business days for a minimum of eight (8) hours per day. All complaints shall be given prompt and courteous attention. Copies of any written complaints or a written description of each verbal complaint received by the Contractor shall be forwarded to the City Clerk within fourteen (14) days of receipt of said complaint along with a copy of the response letter prepared by the Contractor. Each such notice to the City shall include the property location which is the subject of the complaint.
- d) The Contractor shall obtain and assume the cost of all licenses and permits required by the City, the State of Illinois and the Federal Government.

7. Scheduled Pick-up Days. Collection and disposal of residential garbage, refuse, recycling. Bulk items and yard waste shall be made insert day of the week of every week between 7:00 a.m. and 6:00 p.m. from the street in front of the Residential Property owner's property, unless said resident has a disability, in which case Contractor shall provide a reasonable accommodation to facilitate collection and disposal. Residents shall be required to set out Materials by 6:45 a.m. on the scheduled day of collection. Pick-ups shall be made within the City, not less than once per week. Yard Waste and Bulk Items shall be picked up as required in paragraphs 6 (a) (ii) and (iii). In the event of a legal holiday, on which the employees of said Contractor do not work, all pick-ups for that week for the day of said holiday or succeeding days of such week, shall be delayed for one day. The recyclable material shall be picked up on the same day as the garbage and refuse.

8. Fees and Costs.

- a) Waste Collection Service Fee. Effective June 1, 2024, each Residential Property owner shall receive Contractor's Waste Collection Services as of the Effective Date of this Agreement and the Contractor shall bill each Residential Property owner directly in advance on a quarterly basis at the rates outlined in Exhibit B for the collection, transportation, and management of General Refuse, Recycling and Landscape Waste which includes the use of a Contractor supplied 95-gallon trash cart and 65-gallon recycling cart. The residential property

owner shall be solely responsible for the payment of all fees and costs. The Contractor will not bill a specific Residential Property owner for any period of time prior to delivery of all trash carts and recycling carts for that residence. Effective June 1, 2025, and each successive June 1 for the term of this Agreement, the base service fee shall increase by 3.5%. The Parties agree that Contractor may pass through, and the customer shall pay to Contractor, any documented increases in Contractor's costs due to changes in local, state or federal rules, ordinances or regulations applicable to Contractor's services under this Agreement, including newly imposed taxes, governmentally imposed fees or charges assessed against or passed through to Contractor but excluding increases in income or property taxes. Increases provided hereunder shall be reported to the City prior to being billed to customers. Such increases shall occur not more than two times per contract year (6/1-5/31).

- b) Pursuant to paragraph 6 (a) (i) as outlined above, the Residential Property owner has the option to include additional Residential Waste in a 95-gallon cart supplied by the Contractor, and additional recycling service in a 65-gallon cart supplied by the Contractor. If the Residential Property owner exercises that option, the monthly fee will increase for the additional 95-gallon cart at a rate set forth in Exhibit B for each Residential property owner; the monthly fee will increase for the additional 65-gallon cart at a rate set forth in Exhibit B for each Residential Property owner, which shall be paid by the Residential Property owner (Waste Collection Service Fee).
- c) The parties hereto agree that the services paid by Contractor for each Residential Property is provided directly to the Residential Property owner. The Residential Property owner is solely responsible for the cost of services under this Agreement and the City is not responsible in the event of any non-payment. Contractor may withhold service to any Residential Property that refuses to pay for services when due. The parties further agree that any Residential Waste, Recycling or White Goods remain either the property of Contractor or the Residential Property owner and shall never be deemed to be in the possession of or owned by the City.

9. Material Not Specified. The Contractor is not required, under the terms of this Agreement, to pick up or dispose of any article or refuse, or recyclable material not specified in this Agreement without penalty. The Contractor shall, on special order from any individual resident, pick up such additional item or items, or additional amounts of household garbage, or household refuse, as are desired by the individual, and shall charge the resident or user for its services accordingly.

10. Disposal Site Methods. All garbage, rubbish or waste, and refuse collected by the Contractor shall be disposed of by the Contractor at a site provided by the Contractor outside the City corporate limits. Disposable methods and sites shall be licensed and approved by the IEPA. Documentation of said license and approval by the EPA shall be required upon request from the City.

11. Performance Bond. The Contractor shall furnish to the City a performance bond for the faithful performance of this Agreement. The performance bond shall be executed by a surety company in substantially the same form as Exhibit C in an amount equal to the annual value of services provided and shall indemnify the City against any loss resulting from failure of performance by the Contractor including the payment of wages and cost of supplies, materials, and insurance premiums, not exceeding, however, the penal sum of the bond. This Agreement shall be subject to termination by the City at any time if the bond is canceled or the surety relieved from liability. Notice of cancellation of the bond must be served upon the City not less than thirty (30) days prior to the effective date of cancellation. This Agreement will not be terminated if within thirty (30) days of such notice the Contractor provides a replacement bond to be effective for the balance of the Agreement.

12. Contractors Relation to City.

- a) Contractor as Independent Contractor. It is expressly agreed and understood that the Contractor is in all respects an Independent Contractor /franchisee as to the work, notwithstanding in certain respects the Contractor is required to follow the directions of the City, and that the Contractor is in no respect an agent, servant, or employee of the City. This Agreement specifies the work to be done by the Contractor, but the method to be employed to accomplish this work is the responsibility of the Contractor, unless otherwise provided in this Agreement.
- b) Security Not Released. It is stipulated and agreed that the liability of the Contractor's surety under any bond for performance under this Agreement shall not be affected by any extension of the Agreement or any amendment to the Agreement, or the subletting of a part or whole of this Agreement.
- c) Subletting Contract. This Agreement, or any portion thereof, shall not be sublet to any third party without prior written consent from the City. No such consent shall be construed as making the City a party to any subletting or subjecting the City to liability of any kind to any subcontractor. No subcontractor or subletting shall under any circumstances relieve the Contractor of its liability and obligations under this Agreement, and despite any such subcontracts, subletting or assignments, the City shall deal through the Contractor.
- d) Damaged Private Container. The Contractor, its agents, and employees shall use their best efforts to not in any way break or damage customer garbage or rubbish containers. When Contractor's employees damage a container, other than normal wear and tear, it shall be reported to the Contractor by the customer, and the Contractor shall decide the claim and make settlement within forty-eight (48) hours. In those cases where the customer appeals the Contractor's decision, the City reserves the right to require Contractor to compensate the private party for damage.
- e) Failure to Collect. Should the Contractor fail to collect and dispose of garbage and refuse set out or placed for collection at the time and in the manner required and the City determines the failure constitutes a breach or default by Contractor, the City may, after twenty-four (24) hours notice, collect or cause its collection. The Contractor shall be liable for the expense incurred. Notwithstanding the foregoing, it is specifically understood and agreed that where the Residential Property owner fails to timely or properly place a container as directed in this Agreement, or is otherwise in violation of the City's ordinances and regulations, the Contractor's reasonable rules adopted hereunder or the provisions of this Agreement relating to the nature, volume, or weight of garbage and refuse to be removed, the Contractor may refrain from collecting all or a portion of such garbage and refuse.
- f) Supervision of Contract Performance. If, at any time during the life of this Agreement, performance satisfactory to the City shall not have been made, the Contractor, upon notification by the City, shall increase its work force, tools, and equipment as needed to properly perform this Agreement to the reasonable satisfaction of the City. Failure of the City to give such notification shall not relieve the Contractor of his obligation to perform the work at the time and in the manner specified in this Agreement.

- g) Emergencies. The Contractor agrees that should any emergencies arise by reason of storms, tornadoes, or the like, which require additional hauling equipment by the City, the Contractor shall be placed at the disposal of the City upon request for such temporary use, providing that during such use, the City shall pay the operating cost of such equipment or labor as it is used together with a reasonable overhead allowance for administration, insurance, repairs, and other overhead items.
- h) Inspection of Work. The Contractor shall furnish the City a reasonable opportunity for ascertaining whether or not the work as performed is in accordance with the requirements of this Agreement. The Contractor shall designate in writing the person to serve as liaison between its organization and the City. The City may inspect the Contractor's operation, and equipment that pertains to the work being performed in the Agreement at any reasonable time and upon prior notice to Contractor. If the City believes that the Contractor is financially unable to fulfill its obligations under this Agreement, and upon prior notice to the Contractor, the City may review the Contractor's financial records, statements and qualified audits as they pertain to the work to be performed for the City pursuant to this Agreement. The Contractor shall admit authorized representatives of the City or their agents to make site inspections at any reasonable time and place. Cost of such inspections, authorized by the City or their agents, if any, shall be incurred by the City.
- i) Taxes. The Contractor shall pay all federal, state, and local taxes, including sales tax, social security, worker's compensation, unemployment insurance and other taxes, which may be chargeable against labor, material, equipment, real estate, and any other items necessary to and in the performance of this Agreement.
- j) City Not Liable for Delays. It is expressly agreed that in no event shall the City be liable or responsible to the Contractor or any other person on account of stoppages or delays in the work herein provided for, by injunction or other legal or equitable proceedings brought against the Contractor, or by account of any delay from any cause whatsoever over which the City has no control.

13. Insurance. The Contractor shall carry a policy of insurance issued by a company authorized under the laws of the State of Illinois, to write insurance contracts to protect itself against liability under the Worker's Compensation and Occupational Disease Acts of the State of Illinois, in such amounts as to meet the statutory maximum exposure of the Contractor. The Contractor shall also carry, in its name, a comprehensive general liability insurance policy with combined policy limit of not less than \$3,000,000.00 per person and per occurrence, and a comprehensive automobile liability policy covering its operations, with combined policy limits of not less than \$3,000,000.00 per person and per occurrence. The limit requirements herein may be satisfied through a combination of both primary and excess umbrella policies. These policies shall name the City as an additional insured on the policy, and shall protect the Contractor and the City from any liability, loss, damage or claims of such liability, loss or damage resulting, or claimed to have resulted from the operations of the Contractor pursuant to this Agreement. Certificates of insurance shall be furnished to the City by the Contractor upon the execution of this Agreement and annually thereafter. The Contractor shall indemnify and hold harmless the City against any and all liabilities, claims and costs of any kind and nature for injury to or death of any person or persons and for loss or damage to any property to the extent arising from or caused by Contractor's breach of this Agreement, Contractor's negligence or willful misconduct, or Contractor's violation of any law, regulation or ordinance. Without limiting and notwithstanding the foregoing, if such claims are

caused by or result from the concurrent negligence or willful misconduct of, breach this Agreement by, or violation of any applicable laws, rules or regulations, by the City, its agents, employees and/or officers, this indemnity provision shall be valid and enforceable only to the extent of the negligence or wrongful conduct of the Contractor, and provided further that nothing herein shall require the Contractor to hold harmless or defend the City, its agents, employees and/or officials for damages, injuries or losses caused by the City's sole negligence, willful misconduct, breach of this Agreement, or violation of any applicable laws, rules, or regulations.

The parties agree that, by awarding this franchise, the City shall not be a partner or joint venturer with Contractor with respect to Contractor's obligations under this Agreement or any of Contractor's operations. Contractor shall be solely liable for any third-party claim, action, or damage arising under this Agreement or from a breach of its obligations under this Agreement, including, but not limited to, any claim arising under any violation of environmental laws or regulations of the State of Illinois or the United States of America and Contractor agrees to indemnify, defend and hold harmless the City from any such claims, damages or actions, including, but not limited to the City's reasonable attorney's fees. Contractor shall maintain Pollution Incident insurance coverage, with an insurance company reasonably acceptable to the City, in an amount not less than \$5,000,000.00 combined single limit per occurrence for bodily injury, property damage, clean-up costs and legal defense expenses and shall cause the City to be named as an additional insured on such policy.

14. All notifications required by this Agreement shall be in writing and shall be delivered or mailed by the Contractor to the City Clerk of the City of Belvidere, 401 Whitney Blvd., Belvidere, Illinois, 61008 and cityclerk@belvidereil.gov or at such other place as the Contractor is subsequently notified in writing. Notice by the City to the Contractor shall be delivered or mailed to the Municipal Manager, 2500 Landmeier Rd, Elk Grove IL, 60527 and jmolnar@groot.com, with a copy to the Midway Division Vice President at the same address . All mailed notices shall be sent by first class mail or email.

15. Miscellaneous.

- a) If feasible, the City shall cooperate with Contractor to provide account information and billing addresses for each Residential Property owner to be served by this Agreement. The Contractor shall, within ten (10) days prior to the expiration of this Agreement, provide to the City account information and billing addresses for each Residential Property owner served during the term of this Agreement.
- b) If any word, term, phrase, sentence or paragraph of this Agreement is held invalid, the validity of the remainder shall not be affected.
- c) This Agreement is not assignable by either party without the permission of the other, except that the Contractor may assign this Agreement to a corporate affiliate upon notice to the City. In the event of a sale of Contractor to an unrelated third party, the Contractor may not assign this Agreement without the express written consent of the City, which shall not be unreasonably withheld. In the event of an assignment, the terms and obligations of this Agreement shall be binding on the assignee and the respective rights, benefits and obligations of the parties shall inure to the benefit of the parties, and their respective heirs, successors and assigns.
- d) The applicable laws of the State of Illinois shall govern the making, execution, interpretation and enforcement of this Agreement without regard for choice of law.

- e) Contractor warrants that it will comply with all applicable Federal, State, and local ordinances, statutes, rules and regulations. Costs or associated expenses for compliance with this paragraph shall be the responsibility of the Contractor.
- f) Time is of the essence to all provisions and terms of this Agreement.
- g) Except in the case of Contractor's negligence or willful misconduct, Contractor shall not be liable for any damage to publicly owned pavement or driving surfaces (excluding curbs and sidewalks) resulting from the weight of its trucks and equipment.
- h) In the event a Contractor owned container becomes lost, unsightly, broken or unserviceable because of the acts or omissions of a customer (excluding normal wear and tear), the customer will be charged for the resulting repairs or replacement and such amounts will be paid by customer to Contractor upon demand. Damaged wheels on a container shall never be deemed to be caused by a customer and shall be deemed normal wear and tear.

16. Default. If the Contractor fails to cure any Default within thirty (30) days of notice, the City shall have the right to immediately terminate this Agreement and/or institute proceedings to enforce the provisions of this Agreement by all means available in law and equity, including, but not limited to, a temporary restraining order, injunction and damages. If either party shall be in breach of this Agreement, the other party may suspend its performance hereunder until such breach has been cured or terminate this Agreement; provided, however that no termination of this Agreement or suspension of performance shall be effective until the complaining party has given written notice of such breach to the breaching party and the breaching party has failed to cure such breach within thirty (30) days after such notice is sent. The provisions of Section 17 are independent of this Section and are not subject to the notice and cure periods provided in this Section 16.

17. Liquidated Damages. The parties agree that isolated or occasional Contractor defaults under this Agreement, including but not limited to, intermittent failure to collect a resident's Residential Waste, Yard Waste and White Goods may cause damages that are difficult to quantify or ascertain. However, the parties agree that the following liquidated damages are an appropriate approximation of such damages. Contractor shall pay to the City the following as liquidated damages for each minor intermittent or occasional breach of this Agreement. The applicability of liquidated damages does not preclude the City from availing itself of any other right or remedy, including but not limited to termination of this Agreement. This Liquidated Damages provision is separate from section 16 above.

- a) \$25.00 per day per residence that Contractor fails to collect Residential Waste, Yard Waste, White Goods or Recyclables when scheduled or required under this Agreement if the failure to collect is not the result of a customer's action and the Contractor fails to cure the breach within 24 hours of notice.
- b) \$25.00 per day per residence for a failure to provide containers required by this Agreement within thirty (30) days of the date of this Agreement or within ten (10) days of a request for new service.
- c) \$100.00 per day for failure to clean or remove any debris spilled or dropped upon any right-of-way by Contractor or one of Contractor's vehicles promptly upon notice by the

City or any other person or entity. Typically, Contractor will be deemed to have acted promptly if remedial action is taken within 24 hours of notice. Contractor agrees that some lesser time will be required in cases that involve public safety or potential damage to property.

18. Nonexclusive Remedies. All rights, powers or remedies, special, optional or otherwise, given or reserved to the parties by this section shall not be construed to deprive the parties of any rights, power or remedies otherwise given by law or equity.

- a) At the expiration of the Term of this Agreement, the City and Contractor may renegotiate a new agreement for a similar length of term.
- b) This Agreement constitutes the entire Agreement between the parties, replaces any prior verbal or written understanding and may not be modified except by an instrument in writing signed by the parties.
- c) The terms and conditions set forth in Exhibits A and B to this Agreement are hereby adopted and incorporated into this Agreement by reference. In the event that any provision or term of Exhibits A and B shall be found to conflict with any other term of this Agreement, then the term or condition in Addendum A shall supersede any other such conflicting term.


19. Force Majeure.

- a) Whenever a period of time is provided for in this Agreement for either the City or the Contractor to do or perform any act or obligation, neither party shall be liable for any delays or inability to perform due to causes beyond the control of said party such as war, riot, unavoidable casualty or damage to personnel, materials or equipment, inability to access equipment or containers, fire, flood, storm, epidemic, pandemic, earthquakes, tornado, or any act of God.

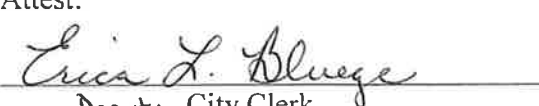
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This Agreement is executed for the parties by their respective authorized persons on the date set forth in the caption by:

CITY OF BELVIDERE

By: 
Mayor

Date: 4-9-24

Attest:

Deputy City Clerk

RRD Holding Company d/b/a Rock River Disposal, Inc.

By: 
Division Vice President

Date: 4/8/24

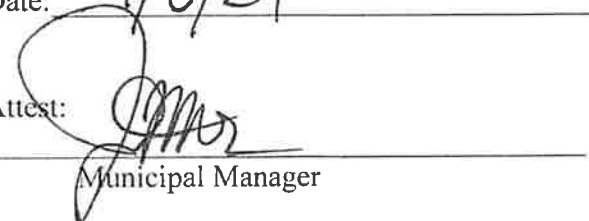
Attest: 
Municipal Manager

Exhibit A

1. Notwithstanding anything herein to the contrary: (a) Contractor shall not knowingly 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 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.
2. Customers must comply with any description of and/or procedures with respect to removal of contaminants or preparation of recyclable materials as reasonably provided by the Contractor. If any Customer fails to do so, Contractor may decline to collect such materials without being in breach of the Agreement. Contractor shall not be responsible for and has not made any representation regarding the ultimate recycling of such recyclable materials by any third-party facilities.
3. Any garbage receptacles furnished hereunder by Contractor shall remain the property of Contractor; however, customers shall have care, custody, and control of the garbage receptacles while at the service locations. Customers shall not overload (by weight or volume), move or alter the garbage receptacles, and shall use the garbage receptacles only for their proper and intended purpose. Customers must provide unobstructed access to the garbage receptacles on the scheduled collection day.

EXHIBIT B

RATES:

Single Family with a 95 gallon trash cart and 65 gallon recycle cart \$25.35 per home per month

Senior Single-Family discounted rate with trash and recycle cart \$22.35 per home per month

Rental of an additional 95 trash or 65 recycle cart \$60.00 per home per year

Rates listed above (excluding the annual cart rental fee) shall be billed by the Contractor directly to residents in advance on quarterly billing cycle.

EXHIBIT C
BOND

CONTRACT PERFORMANCE BOND

CONTRACTOR: _____ SURETY: _____

City: The City of Belvidere.

Franchise Agreement: _____ (contract)

Date: _____

Amount: _____

Description: Residential Solid Waste Disposal.

KNOW ALL MEN BY THESE PRESENTS: that (Contractor), of [Contractor address], as Principal (Contractor), and [full name and address of surety], as Surety, a corporation organized and existing under the laws of the State of _____(Surety), are held and firmly bound unto the City of Belvidere, as Oblige (City), in the full and just sum of \$INSERST AMOUNT EQUAL TO ONE YEARS SERVICE. For the payment of which sum of money well and truly to be made, Contractor and Surety bind themselves and their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents, said amount to include payment of actual costs and damages, costs of replacement service, and for attorneys' fees, engineering fees, accounting fees, testing fees, consulting fees, administrative costs, court costs, interest, and any other fees and expenses resulting from or incurred by reason of Contractor's failure to promptly and faithfully perform its contract with City, said contract being referenced above and more fully described below and incorporated herein by this reference, and to include attorneys' fees, court costs, and administrative and other expenses necessarily paid or incurred in successfully enforcing performance of the obligation of Surety under this bond.

WHEREAS, Contractor has entered into a Franchise Agreement with the City described above and below, which Franchise Agreement is incorporated herein by reference, for the collection of residential solid waste, as set forth in the Franchise Agreement within the City of Belvidere and territories subject to an annexation agreement.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT if Contractor shall well, truly, and promptly perform all the undertakings, covenants, terms, conditions, and agreements of said Contractor under the terms of the Franchise Agreement described therein, including, but not limited to, Contractor's obligations (1) to provide, perform, and complete all necessary work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data, and other means and items necessary for the construction, installation, and completion of the work of the contract; (2) to procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection therewith; (3) to pay all applicable federal, state, and local taxes; (4) to do all other things required of Contractor by the contract; and (5) to provide, perform, and complete all of the foregoing in a proper and workmanlike manner and in full compliance with, and as required by and pursuant to, the contract; all of which are herein referred to as the "Work," then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Surety, for value received, hereby stipulates and agrees that no changes, modifications, alterations, omissions, deletions, additions, extensions of time, or forbearances on the part of either City or Contractor to the other in or to the terms of the Franchise Agreement; in or to the schedules, plans, drawings, or specifications; in or to the method or manner of performance of the Work; in or to the mode or manner of payment therefor; or in or to City-furnished facilities, equipment, material, service, or sites shall in any way release Contractor and Surety or either of them, or any of their heirs, executors, administrators, successors, or assigns, or affect the obligations of Surety on this bond, all notice of any and all of the foregoing changes, modifications, alterations, omissions, deletions, additions, extensions of time, or forbearances and notice of any and all defaults by Contractor being hereby waived by Surety.

In the event of a default or defaults by Contractor, the City shall have the right to take over and complete Contractor's obligations under the Franchise Agreement upon 15 calendar days' written notice to Surety of the default or defaults, in which event Surety shall pay City all costs incurred by City in taking over and completing the Work of the contract as well any damages City may be entitled to under the Franchise Agreement. The City may utilize another contractor to complete the work. Surety shall pay the City all of its costs in enforcing the Franchise Agreement, including but not limited to its reasonable attorney's fees.

At its option, City may instead request that Surety take over and complete Contractor's obligations under the Franchise Agreement, in which event Surety shall take reasonable steps to proceed promptly with provision of services under the Franchise Agreement no later than 15 calendar days from the date on which the City notifies Surety that the City wants Surety to take over and complete Contractor's obligations under the Franchise Agreement. Surety may obtain bids or negotiated proposals from qualified contractors acceptable to the City for a contract for performance and completion of the Franchise Agreement, arrange for a contract to be prepared for execution by the City and the contractor selected with the City's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Contract, and pay to the city any damages as provided for in the Contract.

The City shall have no obligation to actually incur any expense or correct any deficient performance of Contractor in order to be entitled to receive the proceeds of this bond.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the City or the heirs, executors, administrators, or successors of the City.

Any proceedings, legal or equitable, under this Bond shall be brought in the 17th Judicial Circuit, Boone County, Illinois. The Surety, Contractor and City agree to jurisdiction and venue in that court. This Bond shall be construed under the laws of the State of Illinois without regard to any conflicts of law provisions.

Signed and sealed this ____ day of _____, 20__.

CONTRACTOR: [name of contractor]: SURETY: [name of surety]

By: _____	By: _____
Title: _____	Title: _____
Telephone: _____	Telephone: _____

AFFIDAVIT

STATE OF ILLINOIS)
)
COUNTY OF BOONE)

Sarah Turnipseed, first being duly sworn on oath deposes and says as follows:

By authority of the City Council of the City of Belvidere, Illinois, I published Ordinance #668H of the City of Belvidere, Illinois, in pamphlet form on April 2, 2024, and as a convenience for the public; I posted the pamphlet form of Ordinance #668H on the bulletin board in the lobby of Belvidere City Hall at 401 Whitney Blvd., Belvidere, Illinois; said location being readily accessible to the public during business hours of the City Clerk's office.

Sarah Turnipseed
Sarah Turnipseed
City Clerk

SUBSCRIBED AND SWORN TO BEFORE ME
this 2nd day of April, 2024.

Erica L. Bluege

Notary Public

