CITY OF MORRISON COUNCIL WORK SESSION
City Hall, 200 West Main Street, Morrison, Illinois
March 22, 2010 ♦ 7 p.m.

AGENDA

I. CALL TO ORDER

II. ROLL CALL

III. PLEDGE OF ALLEGIANCE

IV. COUNCIL WORK SESSION – ITEMS FOR DISCUSSION
   2. Review Refuse Service RFP (pg 3-30)
   3. Lincoln Highway Mural (pg 31-42)
   4. Review of Revised Organizational Chart (pg 43)
   5. Executive Session
      a. Personnel 5 ILCS 120/2(c)(1)
      b. Collective Bargaining 5 ILCS 120/2(c)(2)
      c. Appointment or Removal of Public Officers 5 ILCS 120/2(c)(3)
      d. Deliberations of Quasi-Adjudicative Bodies 5 ILCS 120/2(c)(4)
      e. Purchase or Lease of Real Estate 5 ILCS 120/2(c)(5)
      f. Sale or Lease of Real Estate 5 ILCS 120/2(c)(6)
      g. Litigation 5 ILCS 120/2(c)(11)

V. OTHER ITEMS FOR CONSIDERATION

VI. ADJOURNMENT
Morrison Business Advisory Group

Quarterly Report-1st Qtr-2010

March 15, 2010

Presented to Morrison City Council and Mayor Roger Drey.

Members of the B.A.G., Chairman Bob Vaughn, Co-chairman Lynn Kenady, Aubrey Fisher, Michael Blean, Ellen and Bart Smith and Dr. David Jennings.

The Morrison Business Advisory Group was advocated by the Morrison City Council during the year 2009 for the purposes of advising their elected body on matters of business as they might affect the Morrison community. Ordinance #09-14 was approved by the City Council on October 26, 2009 authorizing the Business Advisory Group’s formation. Members of the group have been meeting on a monthly schedule since January 2010, on the first Thursday of each month at City Hall. Meeting times are posted with the agenda and minutes are taken.

The Chairman is responsible for quarterly reports to the City Council which will state the previous quarter’s activities of the group including: 1) Task completions, 2) Pending business matters, 3) Recommendations and 4) Consensus commentary.

1) Task Completions
   - Held Public Forum for business owners and developed data base of concerns from business owners.
   - Identified downtown sidewalk snow removal problem for Winter of 2009 with assistance from City Manager, a plan was developed and implemented. Results were positive and the plan will be revisited prior to Winter of 2010.

2) Pending business matters
   - The Group has two (2) members serving on the Ordinance Review Group. Bob Vaughn and Michael Blean. This committee is charged with reviewing the Historical Preservation Commission Ordinance and making recommendations to the City Council regarding any or all aspects of the ordinance.
   - The Group has formed a sub-committee specifically assigned to matters of the proposed Highway 30 re-routing project. Impact to Morrison businesses with continued study of all proposals will be an ongoing task of this sub-committee.
   - The Group continues to maintain liaison with Morrison Chamber of Commerce regarding the possible economic impact of a new Federal prison in Thomson, IL.

3) Recommendations
• The Group recommends that the City Council request the service and considered opinions of the advisory group when matters affecting Morrison business occur.

• The Group firmly recommends that the City Council, upon receipt of recommendations from the Land Use and Zoning Review Committee regarding the Morrison Historical Preservation and Zoning ordinances as they may occur, take immediate and corrective action.

4) Commentary

Morrison business in the first quarter of 2010 is struggling. The severe recession lingers into rural Northwest Illinois with job losses, plant closings, slow orders and a general lack of confidence our area economy will recover soon. The state of Illinois does not help matters with their own fiscal problems and that affects our schools, health care and city government when payments are not made or cancelled. Recognition of these factors by the City Council will allow broader knowledge that Morrison businesses require a well defined structure in order to trust and invest in the community. The enactment of the current Historic Preservation Ordinance has created confusion and potential harm to Morrison business by it’s lack of specificity and clarity. Immediate action is required to remedy this situation. Morrison jeopardizes it’s opportunities in the economic recovery with ordinances that are restrictive by their lack of clear intent.

Morrison business remains cautiously optimistic. Continued close cooperation with the City Council, Mayor Drey and City Manager Tim Long the Business Advisory Group looks forward to the 2nd quarter of 2010.

Bob Vaughn
Chairman
CITY OF MORRISON
REQUEST FOR PROPOSAL

SOLID WASTE, RECYCLING AND YARD
WASTE COLLECTION,
TRANSPORTATION & DISPOSAL

Prepared By
CITY OF MORRISON
OFFICE OF THE CITY ADMINISTRATOR
200 West Main Street
MORRISON, ILLINOIS 61270
BIDDING INSTRUCTIONS

PREPARATION OF BID PROPOSAL
Bidders must submit their proposal on the forms furnished. All blank spaces on the proposal forms must be filled in if applicable. Authorized signature must be the individual owner of a proprietorship, a general partner of a partnership, or an officer of a corporation, whose title shall be stated. All signatures and spaces are to be completed in ink or typewritten, where applicable. Prices/costs shall be accepted in terms of U.S. dollars.

Sealed bids shall be delivered to the office of the City Clerk, City of Morrison, 200 West Main Street, Morrison, IL 61270, by no later than 3:00 P.M. on ________________, 2010. Sealed envelopes shall be clearly labeled, "Bid for Solid Waste, Recycling and Yard Waste Collection, Transportation, and Disposal Services."

Bids received prior to the time of opening will be securely kept, unopened. The City Clerk, whose duty it is to open them, will announce when the specified time has arrived, and no proposal received thereafter shall be considered. No responsibility shall be attached to the City for the premature or non-opening of a proposal not properly addressed and identified, except as otherwise provided by law.

Bids arriving after the above specified time, whether sent by mail, courier or in person shall not be accepted. These bids will either be refused or returned unopened. It is the Contractor's responsibility for timely delivery regardless of the methods used. Mailed proposals which are delivered after the specified time will not be accepted regardless of the postmarked date or time in the envelope.

Facsimile ("fax") machine or e-mail transmitted proposals shall not be accepted, nor will the City transmit Bid documents to prospective Contractors by way of facsimile machine or e-mail, except for any addenda issued.

EXCLUSIVE CONTRACT
It is the express intent of the City to enter into an exclusive scavenger contract for single family and multifamily (up to eight dwelling units) residential collection for refuse, recycling and yard waste collection.

INTERpretation OF CONTRACT DOCUMENTS
Any bidder in doubt as to the true meaning of any part of the specifications or other contract documents may request an interpretation thereof from the City Administrator, 200 West Main Street, Morrison, Illinois. In the event the City Administrator deems the interpretation to be substantive, the interpretation will be made by him or the Director of Public Works as a written addendum duly issued by the City Clerk. No oral explanations will be binding.

In the event that a written addendum is issued, either as a result of a request for interpretation or as a result of a change in the specifications initiated by the City, a copy of such addendum will be mailed, faxed, or e-mailed (per bidder's written preference) to all known bidders. The City will not assume responsibility for receipt of such addendum.
In all cases, it will be the bidder's responsibility to obtain all addenda issued. Bidders will provide written acknowledgement of receipt of each addendum issued with the bid submission.
TAXES NOT APPLICABLE
The City of Morrison, as a municipality, pays neither Federal excise tax nor Illinois retailers' occupational tax; therefore, these taxes should be excluded from quotations.

BID DEPOSIT
A bid deposit of $5,000.00 is required with all bid proposals. Such bid deposit shall be in the form of a certified check, cash, money order or bid bond. Checks shall be drawn upon a bank of good standing, payable to the order of the City, and said deposit shall be forfeited to the City in the event the bidder shall neglect or refuse to enter into a contract and bond when required, with approved sureties, to execute the work or furnish the material for the price mentioned in his/her bid and according to the plans and specifications in case the Contract is awarded to him/her.

RETURN OF BID DEPOSIT
The bid deposit of all but the three (3) of the responding bidders determined to provide the best value for the cost will be returned within thirty (30) calendar days after the opening of bids. The remaining bid deposits will be returned within fifteen (15) days after the required appurtenances to the Contract have been received.

PROPOSAL
The proposal is divided into the following sections: 1) Refuse Collections 2) Recycling Collections, 3) Yard Waste Material Collections. Each bidder is required to bid each part in its entirety.

Bidders shall quote residential solid waste collection rates to be in effect from May 1, 2010 to April 31, 2015. All rates shall be quoted on an unlimited volume-based basis.

WITHDRAWAL OF PROPOSALS
Bidders may withdraw their proposals at any time prior to the time specified in the advertisement as the closing time for the receipt of bids by signing a request. However, bidders shall not withdraw or cancel their proposals for a period of (90) calendar days after said advertised closing time for receipt of proposals. The successful bidder shall not withdraw or cancel his/her proposal after having been notified by the City Clerk that said proposal has been accepted by the City Council. Withdrawal will result in forfeiture of the bid deposit.

EXAMINATION OF SITES
Bidders shall fully acquaint themselves with conditions relating to the scope and restrictions attending the execution of the work under the Contract. Bidders shall thoroughly examine and be familiar with the Specifications. It is also expected that bidders will obtain information concerning the conditions at locations that may affect their work.

Failure or omission of bidders to receive or examine any form, instrument, addendum or other document, or to acquaint themselves with existing conditions, shall in no way relieve them of any obligations with respect to the bid or the Contract. The City shall make all such documents available to the bidders.

Bidders shall make their own determination as to conditions and shall assume all risk and responsibility and shall complete the work in and under conditions they may encounter or create,
without extra cost to the City.

PREBID MEETING
For the purpose of familiarizing bidders with the required services, answering questions, and issuing addenda as needed for clarification of the bidding documents, a pre-bid meeting will be held at 9:30 A.M. at the Morrison City Hall, 200 West Main Street, Morrison, IL on _________________, 2010. Attendance at the meeting is mandatory so every bidder has a clear understanding of the bid documents. Any questions regarding this bid can be directed to City Administrator Tim Long at 815 772 7657 or tlong@morrisonil.org.

COMPETENCY OF BIDDER
The opening and reading of the bid shall not be construed as an acceptance of the bidder as a qualified, responsible bidder. The City reserves the right to determine the competence and responsibility of a bidder.

The City shall require that every bid submitted and every contract executed contain certification by the bidder that the bidder is not barred from bidding on contracts as a result of conviction of a violation of state laws prohibiting bid rigging or bid rotation. Pre-award certification documents, must be signed and submitted in order for a proposal to be considered. It is necessary that this be done under oath; therefore this form must be notarized.

The City shall require submission, with the bids, of data supporting the qualifications of the bidders as may be required herein, in order to determine whether or not they are qualified, responsible bidders.

The City shall require, with the bids, proof that the Contractor has use of an Illinois Environmental Protection Agency permitted sanitary landfill site or incinerator, compost facility, processing center, or transfer site suitable for the disposal of all waste collected under the terms and length of this Contract. The bidder must also provide proof that his/her firm is a licensed waste hauler in the state of Illinois.

DISQUALIFICATION OF BIDDERS
Evidence of collusion among bidders, lack of competency, and default on a previous municipal contract for failure to perform, among other conditions, may be considered cause for the disqualification of bidders and rejection of their bids.

CITY/PROGRAM FACTS
Although this section primarily contains information, it is intended that operative language herein shall become part of the contract with the chosen Contractor. Descriptions of the current refuse, recyclables and yard material collection and disposal programs are provided only as an orientation. The specifications are the City's requirements for the Contract that is to be let, and are not necessarily duplicative of the current program.

The City of Morrison, Illinois is located in western Whiteside County, and is the county seat. The City estimates that its current population is approximately 4,500. As of January 1, 2010, the City has approximately 1,775?TBD dwelling units serviced by the current contractor.
All single and multifamily dwellings (of eight units or less) are presently and shall be covered by this exclusive residential refuse, recyclables and yard waste material collection, transportation and disposal contract. Service is an integrated system with refuse, recyclables and yard waste material collected on the same day one time per week, except as otherwise stipulated herein.

Accordingly, all commercial, industrial and institutional properties are excluded from this contract. (The only exceptions to these exclusions are the municipal properties and other affiliated agencies that will be included in this contract):

1. **Current Refuse Program.** The City currently operates under a flat rate, monthly charge per-household system of refuse collection limited to three – 30 gallon trash bags with additional charges for volumes greater than the above. Monies are collected by the City by means of its monthly utility billing and paid by the City directly to the Contractor. In 2009, _________ tons of refuse was collected.

2. **Current Recycling Program.** The City currently offers an unlimited recycling program utilizing a bin system (18 gallon). Recycling materials include: aluminum cans and (clean) food containers, aluminum, steel, or bimetal cans; clear and colored glass bottles and jars; plastics coded 1, 2, 3, 4, 5, 7; corrugated cardboard; telephone books; mixed paper; magazines; chipboard; clean milk cartons and drink boxes.

   The residents are allowed to commingle recyclables in the blue bins. The 95-gallon carts for centralized collection at multifamily properties are the property of the hauler and provided to the property.

   Recycling services are also provided to all municipal buildings and other affiliated agencies included in the municipal contract.

   Approximately 4,650.63 tons of reusable material was recovered through the residential recycling program during 2005.

3. **Current Yard Waste Material Program.** As part of the current solid waste contract containerized yard material, or Kraft 2-ply paper bags, and brush bundles are collected curbside once a week, on the same day as refuse and recyclables, April 1st through December 15th. A total of 3,321.61 tons of residential yard waste was collected in 2005 during the designated months. The current yard waste material program provides residents with curbside collection of unlimited yard material.

   The City (Public Works) operates an unbundled brush pickup program for residents. The program includes one spring and one autumn collection for each single-family residential unit.

   The City (Public Works) also operates a leaf collection program. Public Works crews perform curbside leaf collection (for five weeks) from approximately the third week of October through the first week of December. Approximately 14,924 loose cubic yards of leaves were collected during the 2005 program.
AWARD OF CONTRACT - TERMS AND CONDITIONS

BASIS OF AWARD
The City reserves the right not to accept any bid or to reject any or all bids and to waive defects or irregularities in any bid. In particular, any alteration, erasure, or interlineations of the contract documents and of the bid shall render the accompanying bid irregular and subject to (but not requiring) rejection by the City. The City intends that the Contract shall be awarded within forty-five (45) days following the date that bids are publicly opened and read.

AWARD OF CONTRACT
The Contract will be awarded to that responsible contractor whose bid, conforming to the invitation for bids, will be most advantageous to the City.

FAILURE TO ENTER INTO CONTRACT
By submitting a bid, the Contractor understands and agrees that, if his/her proposal is accepted and he/she fails to enter into a Contract within ten (10) working days, that Contractor shall forfeit their bid security deposit and be liable to the City for any damages the City may thereby suffer.

USE OF CITY'S NAME
The Contractor is specifically denied the right of using, in any form or medium, the name of the City for public advertising, unless express permission is granted by the City Administrator.

SUBLETTING CONTRACT
No Contract awarded by the City of Morrison shall be assigned or any part subcontracted without the written consent of the City Administrator. In no case shall such consent relieve the successful Contractor from his/her obligation or change the terms of the Contract.

INNOVATIONS, PILOT STUDIES AND SURVEYS
The City may consider innovative aspects of refuse, recyclables and yard material collection. Should the City apply and receive grant funding for innovative programming of solid waste services the City reserves the right to negotiate the effects and cost of any such innovation or pilot study.

The City may need or desire studies of sample areas of the City relative to refuse, recyclables and/or yard material disposal and collection practices, including waste characterization studies. The Contractor shall agree to cooperate with such surveys. The City agrees to notify the Contractor in advance and to consult with the Contractor in conducting the survey so as to minimize any disruption of the Contractor's work.

TERMINATION OF CONTRACT
The City reserves the right to terminate the whole or any part of this Contract upon ten (10) days written notice to the successful Contractor, in the event of default by the successful Contractor. Default is defined as failure of the successful Contractor to perform any of the provisions of this Contract or failure to make sufficient progress so as to endanger performance of this Contract in accordance with its terms. In the event that the successful Contractor fails to cure the default upon notice and the City declares default and termination, the City may procure, upon such terms and in such manner as the City Administrator may deem appropriate, supplies or services similar to those
so terminated. The successful Contractor shall be liable for any excess costs for such similar supplies or services unless acceptable evidence is submitted to the City Administrator that failure to perform the Contract was due to causes beyond the control and without the fault or negligence of the successful Contractor.

**INSPECTION**
The City shall have a right to inspect, by its authorized representative, any material, components or workmanship as herein specified. Materials, components or workmanship that have been rejected by the City Administrator as not in accordance with the terms of the Contract specifications shall be replaced by the successful Contractor at no cost to the City.

**BASIS OF THE BID**
Bids for solid waste collection, transportation and disposal are solicited on the basis of rates for each type of work. Bids will be compared on the basis of cost and other factors that may be advantageous to the City.

**CONTRACT SPECIFICATIONS**

**ARTICLE I - DEFINITIONS**

**Building Materials:** Materials from “do it yourself” interior and exterior household construction, remodeling, and repair projects, including but not limited to drywall, plywood, paneling, lumber, and other building materials such as disassembled household fixtures and small amount of sod, earth, clay, or sand or concrete. Lumber, plywood, etc. must be bundled (with no nails) and not exceed 4 ft in length. Bundles not to exceed 50 pounds. Building material limit of 1 cubic yard per week.

**Bulk Refuse:** Including, but not limited to carpet/linoleum rolls not to exceed 4 feet in length, mattresses/box springs, bicycles, barbecue grills, furniture, plumbing fixtures, large toys, swing sets with no part being greater than five feet in length, etc.

**City:** City of Morrison, Whiteside County, Illinois.

**City Administrator:** The Administrator of the City of Morrison, or his/her designated representative.

**Containers:**
1. **Refuse:** a plastic bag of sufficient strength to allow its handling and loading without tearing, splitting, or breaking open, tied or closed at the top and not exceeding 35 pounds in gross curb weight. Plastic bags may be placed in metal or plastic garbage cans.
2. **Recycling:** one 18 gallon plastic bin open at the top.
3. **Yard Waste Material:** A metal or plastic can, with handles and lid, not to exceed 32
gallons in size. Container must be marked with a white or red X around the body of the can. Yard waste is also acceptable in 2-ply kraft paper yard waste bags. In either event, no container can exceed 35 pounds in gross curb weight. Yard waste shall not be placed in a plastic bag or comingled with regular household refuse or garbage.

Contract Documents: This document and any addenda or changes to the foregoing documents agreed to by the City and the Contractor.

Contractor: The solid waste hauler.

Curbside Service: In areas with conventional curbs, "curbside" shall refer to placement of solid waste immediately behind or on the curb apron. In areas without conventional curbs, "curbside" shall refer to placement of solid waste in the parkway, a reasonable distance (i.e., not closer than 2 feet, nor farther than 5 feet) from the pavement.

Director: The Director of Public Works, or his or her designated representative.

Disposable Container: Any bag, box or other container of sufficient strength and durability to withstand handling until its contents are placed into the Contractor's collection vehicle. Containers and contents shall not exceed 35 pounds in gross curb weight. Containers/bags for yard waste material shall comply with specifications.

Disposal Site: Sanitary landfills, transfer stations, composting sites and processing centers licensed, permitted or approved by all governmental bodies and agencies having jurisdiction and requiring such licenses, permits, or approvals to receive solid waste for processing or final disposal.

Hazardous Waste: Waste, in any amount, which is defined, characterized, or designated as hazardous by the United States Environmental Protection Agency or appropriate state agency by, or pursuant to, federal or state law; or waste in any amount, which is regulated under federal or state law. For purposes of this Contract, the term, "Hazardous Waste" shall also include motor oil, gasoline, paint and paint cans.

Processing Center: Location to be maintained or have rights to by the Contractor for the purpose of sorting and preparing recyclable materials (as defined herein) for sale.

Public Awareness Programs: Program developed and provided by the Contractor in coordination with the City to inform residents of the solid waste collection services and to encourage proper use of such services and to encourage recycling.

Recyclable Materials: Aluminum, tin, steel, or bimetal food cans; clear and colored glass bottles and jars used as food or beverage containers; all recyclable plastic containers labeled number 1 through 7; newspapers; corrugated cardboard; magazines; paper board containers; and other items the City and Contractor agree to recycle in the future. All containers shall be rinsed clean and free of food solids and cooking oil or grease.

Refuse: All garbage, ashes, manure, and dead animals or parts thereof, household litter, junk scraps, and small parts, providing all such materials are of a size sufficiently small to permit being
placed in designated containers and bags without causing the bag to tear or break open.

**Residential Service:** Collection and disposal of refuse, recyclable materials, and yard materials from residential units (single-family and multi-family up to 8 dwelling units per building).

**Residential Units:** Single-family or multi-family dwellings (up to 8 dwelling units per building) with or without separate water meters.

**Reusable Household Goods:** Those household goods and materials set out by the resident and collected at the curbside by or under the direction of the Contractor, including clothing accessories and shoes, toys, books, leisure equipment, linens, tools, cooking utensils, dishes, glassware, small working appliances and electronic items, and such other materials pursuant to the terms of this agreement.

**Solid Waste:** Refuse, recyclables and yard waste material.

**Special Collection:** Collection of items, either included or not included in the "Refuse," "Building Materials," or "Bulk Refuse" definitions above. A special fee shall be charged by the Contractor, which fee is above and beyond the regular monthly rate and billed direct to the owner.

**Title to Waste:** The Contractor shall, as the agent for the City, transfer all solid waste to an approved disposal facility designated by the City. All solid waste collected in accordance with the terms of the Contract shall become the property of the Contractor as soon as it is collected or otherwise placed in the Contractor's vehicle.

**Unacceptable Waste:** Including, but not limited to: hazardous waste, non-hazardous special waste, friable asbestos waste, potentially infectious medical waste, lead acid batteries, industrial/commercial waste, tires, waste generated by hospitals, nursing homes and retirement homes.

The City reserves the right to amend the definitions of Unacceptable Waste upon award and during the terms of the Solid Waste Contract.

**White Goods:** All discarded refrigerators, ranges, water heaters, washers, dryers, freezers, air conditioners, humidifiers, and other similar domestic appliances.

**Yard Waste Material:** Grass clippings, leaves, garden clippings, leaves, Christmas trees, and tree branches/brush (four [4] inches or less in diameter). Tree branches and brush not placed in an approved container shall be bound only with biodegradable string or twine in bundles not more than four (4) feet in length, two (2) feet in diameter, and weighing no more than fifty (50) pounds and manageable by one (1) person.

**ARTICLE II - SERVICE REQUIRED**

The Contractor shall provide complete service for the collection and disposal of solid waste (as herein defined) from any and all residential units, including participating multifamily dwelling units, and from all City-owned facilities (Table 2) including affiliated facilities (Historical Society, Senior Center, Public Library) located within the corporate limits of the City of Morrison and from
all street side containers for public use located on public areas.

The Contractor shall pay all sales, use, property, income and other taxes that are lawfully assessed against the City or 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, State and Local Service Occupation Tax, Use Tax and Services Use Tax. The City's tax-exempt number shall be furnished upon request of the Contractor.

Immediately upon the awarding of this Contract, the Contractor shall secure and pay for, at its own expense, all necessary permits, licenses and certificates of authority 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.

Solid waste collections and disposal from commercial and industrial establishments within the City are not included within this Contract. The Contractor may, at its option, contract separately with businesses, institutions and agencies for collection service outside the scope of this Contract, subject to all City codes and ordinances governing private refuse collections generally, and providing that such operations shall not interfere with the satisfactory carrying out of the work under this contract. Any contracts between the Contractor and businesses, institutions and agencies shall covenant that said contract should not interfere with the terms and conditions set forth under this contract.

ARTICLE III - TERM OF CONTRACT

A. The initial term of this Contract shall be for five (5) years, commencing May 1, 2010 and expiring on April 30, 2015, unless terminated at an earlier date by the City for reasons of nonperformance or violation of the terms of this Contract by the Contractor.

B. At the expiration of the initial term, and for three (3) renewal terms of one (1) year each thereafter, the Contract shall be considered to be automatically renewed, unless either party shall notify the other party in writing, not less than ninety (90) days prior to the expiration of the current term, that the notifying party does not wish to renew for an additional term. Any costs for renewal terms shall not exceed the Consumer Price Index (CPI) for that given year. Updated insurance and bond certificates will be required for renewal terms.

C. This contract shall not be sublet or assigned without written permission of the City Council.

ARTICLE IV - CONTRACTOR QUALIFICATIONS

A. The Contractor shall have a minimum of five (5) years prior experience in rendering exclusive residential solid waste collection and disposal service, pursuant to a contract in a municipality with minimum population of 50,000 requiring once-a-week service. Three municipal references servicing minimum population must be provided with bid.
B. The Contractor shall have available, for use throughout the Contract term, an Illinois Environmental Protection Agency permitted sanitary landfill site or incinerator, compost facility, processing center, or transfer site suitable for the disposal and/or processing of all solid waste collected under the terms of this Contract.

C. The Contractor shall have the necessary financial ability to satisfy the requirements placed upon him under the terms of this Contract.

D. Copies of the most recent contracts with municipalities, landfill or incinerator agreements, two years financial statements and a list of all equipment to be used must be provided with this signed proposal. A copy of current state permits for transfer station and landfill must be supplied with signed proposal. City may request copies of updated permits each year.

ARTICLE V - GENERAL PROVISIONS

The following provisions shall apply to all three components (refuse, recycling and yard waste material) of the solid waste collection, transportation and disposal service:

A. Collection Service, Schedule, and Start Time

1. The Contractor shall furnish complete equipment, labor, materials and supplies, and perform all the work necessary to complete this Contract, except as otherwise specified herein.

2. Collection shall be made from every single-family residential unit and qualified participating multifamily residential units within the City of Morrison.

4. The starting time for the collection services described herein shall not commence earlier than 6:00 A.M. or continue past 5:00 P.M. on any collection day. When conditions warrant, City may request or approve earlier collection in designated areas.

5. Except as modified during holiday weeks, refuse, recyclable materials and yard materials shall be collected once each week on the same day of the week, Monday through Friday.

6. The Contractor shall follow established collection routes within the City's boundaries. Areas annexed to the City following adoption of the Contract must be serviced upon notice to the Contractor by the City of Morrison.

7. Collections normally falling on the holidays listed below may be deferred until the next working day:

   New Year's Day       Labor Day
   Memorial Day         Thanksgiving Day
8. The Contractor shall not be required, under the terms of this Contract, to collect any refuse from any commercial or industrial establishment, nor from any structure that does not contain residential family units.

9. Any changes in refuse, recycling and yard material collection and disposal policies or practices by the Contractor must be submitted in writing and be approved by the City Council 60 days before the proposed change.

B. Equipment

1. Only automated side loading trucks and rear loading trucks will be allowed to operate within the City of Morrison to fulfill the requirements of this contract.

2. The Contractor shall provide an adequate number of vehicles for collection services. All vehicles shall be kept in good repair and appearance and shall be maintained in a sanitary condition at all times. Each vehicle shall have the name, a vehicle identification number, and a toll-free local phone number of the Contractor clearly visible on the side. Refuse and yard material collection vehicles shall be of a compactor type. No truck shall displace or leak fluids, oil, hydraulic fluids, etc. In the event any vehicle is not properly operable, the Contractor shall immediately provide a substitute complying with the terms outlined herein. Vehicles shall be capable of delivering compacted material directly to a disposal site or transfer station as described herein. The Contractor shall provide an adequate work force so as to ensure regular collection under adverse weather conditions, regardless of breakdowns, employee sickness or similar problems.

3. The Contractor must demonstrate that collection equipment for recyclables is suitable for the materials to be recycled, as required in this Contract.

4. The City reserves the right to inspect said vehicles any business day throughout the terms of this Contract to ensure that the vehicles are maintained in satisfactory condition and otherwise maintained pursuant to the terms and manner herein prescribed.

C. Care and Performance

1. All solid waste hauled by the Contractor shall be contained, tied, or enclosed so that leaking, spilling, or blowing of litter or fluids is prevented. In the event of any spillage (by the Contractor) on the parkway, street, or alley, the Contractor shall immediately clean up the litter or fluids. If such litter or fluids are not cleaned up after notice (verbal or written) from the City, the City may clean up same, and the Director of Public Works may bill the cost
to clean up any spillage or displacement to the Contractor for services rendered by the City.

2. The Contractor shall establish and maintain an office through which he/she can be readily contacted to receive service requests or complaints. The Contractor shall be equipped with sufficient toll-free telephone lines and knowledgeable staff at the disposal of City residents. The Contractor shall have a responsible person in charge, and shall be open between 8:00 A.M. and 5:00 P.M., Monday through Friday.

3. The Contractor shall assign a qualified person(s) to be in charge of his/her operations in the City and shall give the name(s) and phone number(s) to the Director. A telephone number by which the Contractor may be reached after regular hours shall also be provided to the Director.

4. The Contractor's drivers and crew members shall be attired at all times in a neat, professional-like manner. The City has the right to require or define what shall be considered suitable work clothes for collection employees. All employees shall carry official identification and shall present it upon request.

5. Each employee driving a vehicle shall, at all times, carry a valid Illinois operator's license for the class of vehicle being driven. Vehicle operators shall obey all traffic regulations, including weight and speed limits.

6. In case of a missed solid waste pickup that is the fault of the Contractor and that is reported to the Contractor by the City or a resident, the Contractor shall collect the missed items from such residence within twenty-four (24) hours of notification. Such calls to the Contractor shall be logged by the Contractor and a monthly log provided upon request to the Director by the 15th day of the following month.

In the event of valid complaints for other incidents including, but not limited to, breakage of glass during collection of recyclables, and/or yard material dropped during collection; and the like that are not cleaned up by the collection crew, the Contractor shall promptly arrange for cleanup within 24 hours after a complaint or notification is received.

Under special conditions the City may find it necessary to have an accumulation of refuse removed from a parkway. The Contractor will remove said refuse the next business day after notification by the City.

7. If the resident fails to properly prepare his/her solid waste for collection, the Contractor shall tag the material. The tag shall indicate why the material was not picked up. A separate list of addresses with solid waste not collected due to noncompliance of collection requirements must be recorded and submitted to the Director no later than 10:00 A.M. the day following
scheduled collection.

8. In the event the Contractor is unable to render scheduled residential service to any customer due to the inaccessibility of the customer's solid waste, the Contractor will maintain a record of the address and time of the missed pickup. A separate list of addresses with solid waste not collected due to inaccessibility shall be submitted to the Director no later than 10:00 A.M. the following scheduled collection day.

9. In the event a street is closed due to construction work, the Contractor agrees to collect refuse, yard materials, and recyclable materials in accordance with the regular schedule and in accordance with a method of collection approved by the Public Works Director. The method of collection shall be a method offering minimal inconvenience to residents along the street, such as an earlier start time (i.e. 6:30 am).

10. In the interest of maintaining the best possible service under the provisions of the Contract and at the request of the City, the Contractor shall hold monthly meetings with his employees in order to discuss the correct service deficiencies reported by residents or the Director. The Director shall be given twenty-four (24) hours notification of the time and place of each of these meetings and may assign staff to attend such meetings.

11. The Contractor shall be responsible for any parkway, street or yard damage arising out of his/her obligations, and shall make such restoration as quickly as possible.

D. Disposal of Solid Waste

1. The Contractor shall transfer all wastes to a licensed waste facility approved by the City. The bid proposal provides for the Contractor to supply up to three landfill site options. A separate sheet listing the sites and tipping fees shall be attached to this bid.

All waste collected in accordance with the terms of this Contract shall become the property of the Contractor as soon as it is collected or otherwise placed in the Contractor's vehicle.

Nothing in these paragraphs concerning titles to solid waste shall be construed to prevent the City from obtaining or collecting any fees or proceeds owed to the City under this Contract, nor shall it operate to prevent the City from initiating or maintaining any rights or actions reserved herein, regardless of titles or ownership of wastes.

2. The Contractor shall, on the day of collection, transport all solid waste collected hereunder and shall dispose of and deposit the same at a disposal site approved by the City. The approved disposal site shall be an Illinois
Environmental Protection Agency permitted sanitary landfill or incinerator, compost facility, transfer site or processing center, in accordance with the laws of the State of Illinois.

3. The City shall be allowed to dispose of materials at the landfill, compost site or approved transfer site, used or owned by the Contractor at the same rate as the Contractor.

E. Reports/Records

1. The Contractor shall provide the Director, upon request, with a monthly data analysis of solid wastes collected; i.e., tonnage, including partial loads, of refuse collected and disposed of (separate tonnage for single and multifamily collections), tonnage of yard material collected and disposed of at a compost site, poundage of the various recyclables collected, revenues received, markets and the subsequent diversion rate. The report should include name(s) of the compost and material processing facilities where materials are being disposed of or processed. The monthly analysis shall be received by the Director on or before the fifteenth (15th) day of the following month.

2. The Director shall have the right to require the Contractor to occasionally weigh his/her trucks prior to dumping the material collected and to supply such weight information to the City.

3. The Contractor shall maintain his/her books and records related to the performance of this Contract in accordance with the following minimum requirements:

   a) The Contractor shall maintain any and all ledgers, books of account, invoices, vouchers, and canceled checks, as well as all other records or documents evidencing or relating to charges for services, expenditures or disbursements, for a minimum period of three (3) years, or for any longer period required by law, from the date of termination or completion of this Contract.

   b) The Contractor shall maintain all documents and records, which demonstrate performance under this Contract, for a minimum period of three (3) years, or for any longer period required by law, from the date of termination or completion of this Contract.

   c) Any records or documents required to be maintained pursuant to this Contract shall be made available for inspection or audit, at any time, during regular business hours, upon written request by a City Representative. The records shall be available to City representatives at the Contractor's address indicated for receipt of notices in this Contract.
F. Letter of Credit/Performance Bond

The successful Contractor shall furnish to the City an irrevocable Letter of Credit or Performance Bond from a reputable banking institution to guarantee the faithful performance of the Contract. The Letter of Credit or Performance Bond shall be in the amount of one million dollars ($1,000,000.00) in a format approved by the City Attorney and payable to the City. The Letter of Credit or Performance Bond shall remain in effect for the term of the Contract and be delivered to the City within ten (10) calendar days after receipt of notice of award of Contract.

G. Compliance with Laws and Ordinances/Safety

1. The Contractor shall comply with all applicable laws, ordinances, rules and regulations of the State of Illinois, County of Cook, and City of Morrison relating to performance of the Contract, use of premises and public places, and safety of persons and property. The Contractor shall obtain, at his/her own expense, all permits and licenses required by law or ordinance and maintain the same in full force and effect for the full term of the contract.

H. Public Awareness:

Contractor will be responsible for costs to prepare and distribute informational brochures for new programs or any additional significant changes in the residential solid waste services. Distribution shall be through mail and on display at City owned facilities. The City shall approve brochures before distribution.

The City may request, and Contractor must supply, informational pieces informing residents about rate increases (if appropriate), routes, collection dates, items collected and how to prepare them, holiday collections, and other information of benefit to residents about the solid waste collection program. These pieces may be distributed by mail and / or placed on display at City owned facilities for residents to take. The City may request such informational pieces to be made any time during contract term and shall approve informational pieces before distribution.

I. Failure to Perform

1. If the Contractor fails to collect materials, herein specified for a period in excess of two (2) consecutive scheduled collection days, or fails to operate the system in a satisfactory manner as determined by the City. The City shall notify the Contractor, in writing by certified mail, of his/her default under the Contract and that this Contract shall be terminated unless the Contractor shall perform to the satisfaction of the City within five (5) days of the date the aforesaid notice was received by the Contractor. In the event the default is not cured, the City may terminate this contract and the City's obligation and Contractor's rights hereunder shall cease and be of no further force and effect.
In addition, the Contractor shall be subject to the terms stated above, should refuse, recyclable and/or yard waste material be commingled for collection and disposal, except by authorization from the Public Works Director in extreme situations (i.e. flood).

2. The Contractor agrees that, in the event the Contractor fails to fulfill any of the provisions stipulated in this Contract, the City may, at its option, without waiving any of its other rights, hire such persons and equipment and enter into such contracts as deemed necessary to perform the work described herein, and the City shall have the right to charge the Contractor such sum of money so expended. In addition, the City shall be entitled to reimbursements of all expenditures, including all costs, expenses and attorney fees resulting from such failure of performance on the part of the Contractor. The City may deduct, from the Contractor's Letter of Credit or Performance Bond provided herein, any costs, expenses and attorney fees incurred as the result of the Contractor's default.

3. To prevent misunderstandings and litigation, the City Administrator, or his designated agent, shall decide any and all questions that may arise concerning the quality and acceptability of the work and services performed, the sufficiency of the performance, the interpretation of the Contract provisions, and the acceptable fulfillment of the Contract on the part of the Contractor. The City Administrator will determine whether or not the amount, quantity, character and quality of the work performed is satisfactory, which determination shall be final, conclusive and binding upon both the City and the Contractor and shall be issued in writing to the Contractor. The City Administrator shall make such explanation as may be necessary to complete, explain or make definite the provisions of this Contract and his findings and conclusions, when issued in writing to the Contractor, shall be final and binding upon both the City and the Contractor.

4. The Contractor shall furnish the City Administrator, or his authorized representatives, every reasonable opportunity for ascertaining whether or not the work as performed is in accordance with the requirements of this Contract.

5. The Contractor shall not be paid whenever he/she shall have failed to perform the work and provide the services as required in the Contract, even if such failure is caused by events or occurrences of a nature commonly known as "force majeure", or acts of God or strikes beyond the Contractor's control.

ARTICLE VI – INSURANCE

The Contractor shall obtain and maintain, throughout the term of this Contract, at the Contractor's sole cost and expense, not less than the insurance coverage set forth below.
A. **Types and Amounts**

1. **Workers’ Compensation and Workers’ Occupational Disease.** Workers’ Compensation coverage shall be as required by law in the State of Illinois. This shall include coverage for all persons who the Contractor may employ directly or through subcontractors in carrying out the work under this Contract.

2. **Contract Insurance Requirements.**

<table>
<thead>
<tr>
<th>Type</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Liability/Property Damage/Bodily</td>
<td>$2 million combined single</td>
</tr>
<tr>
<td>Injury</td>
<td>limit</td>
</tr>
<tr>
<td>Automobile Bodily Injury Liability/Property</td>
<td>$2 million combined single</td>
</tr>
<tr>
<td>Damage</td>
<td>limit</td>
</tr>
<tr>
<td>Aggregate</td>
<td>$5 million combined limit</td>
</tr>
<tr>
<td>Excess Liability</td>
<td>$3 million each occurrence</td>
</tr>
<tr>
<td>Excess Liability</td>
<td>$3 million aggregate</td>
</tr>
</tbody>
</table>

B. **Additional Insured**
The City of Morrison shall be named as an additional insured under the commercial general liability and automobile liability policies.

C. **General**
The above insurance shall be placed with insurance companies acceptable to the City. In addition, a certificate of insurance shall be provided to the City verifying coverage as required in this Article and confirming at least thirty (30) days advance written notice to the City of policy cancellation or material change. If requested, the Contractor shall provide a certified copy of the policy(s) to the City.

Notice of policy cancellation or material change shall be mailed to the City of Morrison c/o City Clerk, 200 West Main Street, Morrison, Illinois 61270.

D. **Accident Notification**
In the event of accidents of any kind that involve the general public and/or private or public property, in addition to notification of the police, Contractor shall immediately notify the Public Works Director and shall provide a full accounting of all details of the accidents. The Contractor shall furnish the City with copies of all reports of such accidents at the same time that the reports are forwarded to any other interested parties.

E. **Indemnification**
The Contractor shall indemnify and save harmless the City of Morrison, its officers and employees from any and all liability, losses or damages, including attorney's fees and costs of defense the City may suffer as a result of claims, demands, suits, actions, or proceedings of any kind or nature, including Workers' Compensation claims, in any way resulting from or arising out of the operations of subcontractors; and the Contractor shall, at his own expense, appear, defend and pay all fees of attorneys and all costs and other expenses arising there from or incurred in connection therewith; and, if any judgments shall be rendered against the City in any such action, the Contractor shall, at his own expense, satisfy and discharge same. The Contractor expressly understands and agrees that any Letter of Credit/Performance Bond or insurance protection required by the Contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless, and defend the City as herein provided.
ARTICLE VII – COMPLIANCE WITH ILLINOIS STATE STATUTES

The Contractor must comply with the Illinois Employment Discrimination Act, Human Rights Act, Prevailing Wage Act, and Employment of Illinois Workers Act and any applicable federal, state or local statutes.

In the event of the Contractor’s noncompliance with the provisions of the statutes, the Contractor will be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the Contract will be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

ARTICLE VIII - REFUSE COLLECTION AND DISPOSAL

Basic Service

A. The Contractor shall furnish a regularly scheduled, once weekly refuse collection service for each single-family and participating multifamily residence in the City. Frequency of collections for optional multifamily buildings will be determined by number of units per building and sizes of containers required. The Contractor shall provide refuse collection to all City-owned or leased facilities (see attached Table No. 2).

B. Collections shall be at the curbside of the residence or residential unit to be served or at the dedicated alley behind same (as the case may be??) or, in the case of multi-dwelling units or municipal buildings, collections may be in the designated "garbage area" located on the premises, provided that such designation meets the prior approval of the owner, Contractor and City.

C. The Contractor shall furnish a bulk pickup service as part of the regular pickup service to collect and dispose of eligible discarded material and trash which are too large or bulky to be bagged per the regular trash handling requirements. This bulk pickup service shall include items such as, but not limited to, beds, box sets, large carpets, other discarded household furniture, furnishings and fixtures. Said items shall be placed at the curb or alongside dumpsters by the resident on his/her regular pickup day for collection. The contractor shall pick up all building debris as defined in this contract.

E. The Contractor shall also provide free refuse collection to all decorative street side refuse containers provided by the City and located throughout the City, i.e., Main Street.

D. The City requires seventy-five (75) dumpsters or roll-off containers during each contract year, at no charge to for City projects or miscellaneous purposes (i.e. indoor building debris, events, etc.). Dumpsters, or roll-offs, shall be the size of 20 yards or 30 yards delivered to location requested.

I. The Contractor shall be responsible for collecting all refuse items normally collected in the event of flooding or other man-made or natural disasters, regardless of the amount of such material that is generated. Collection times may be waived by the City Administrator in
such cases, and the Contractor may have to supply additional equipment to handle the amount of refuse.

J. The Contractor shall furnish a special White Goods (appliances) collection and disposal service for a service charge to the homeowner as set forth in Appendix or the City.

K. Carts
   1. Single Family Specifications
      a) The Contractor shall purchase, assemble and distribute to each residence covered under this contract (1) one Schaefer Systems International USD95B, USD65B, or USD35B refuse cart. The cart shall remain property of the Contractor and shall be maintained by the Contractor throughout the initial term of the contract and any extension periods thereof. The Contractor shall immediately replace any cart for any reason whatsoever, including but not limited to theft, loss or damage. In cases of damage caused by the extreme gross negligence of a resident the Contractor may seek recourse.

      b) All initially distributed refuse carts shall be of 95-gallon capacity. After all carts are delivered, and not later than 90 days, senior residents will have the option to decrease the size of the designated cart at no additional cost. Any other requests will be reviewed on a case-by-case basis and the City will make final determination.

      Requests for change in size will be reported and administered by the Contractor. A copy of changes in container size shall be provided to the City.

      c) The Contractor shall be required to implement a tagging system for refuse that are not collected. The tag should identify why the refuse was not collected. The Contractor shall provide an example of the tagging system to the City for approval.

   2. Multi-Family Specifications
      a) Where fully enclosed metal containers one (1) cubic yard or larger in capacity are required (multifamily units), or where City ordinances require, such containers one (1) cubic yard or larger in capacity, they shall be provided by the Contractor. All containers shall have plastic lids and meet federal and state safety standards. In addition, all containers shall be visibly identified as refuse/garbage containers in both English and Spanish. The Contractor will also service those multifamily properties that own their own dumpsters.

      1) Larger size containers shall be proportionately wider at bottom.
2) Containers having a capacity of four (4) cubic yards or more shall be no higher than forty-three (43) inches, with a four (4)-piece lid opening.

In addition to the foregoing, whenever containers one (1) cubic yard or larger in capacity are used, the Contractor shall furnish regularly scheduled collection service a minimum of twice weekly, unless a compactor is provided by the property owner.

3. Cleaning and Replacement of Extra-Capacity Containers

a) Containers one (1) cubic yard or larger in capacity used for providing service to multifamily dwellings shall be cleaned by the Contractor at least semi-annually or more often if necessary, to keep them in sanitary condition. Said cleaning shall take place at the Contractor's location, not at the premises of the resident.

b) Any cleaning required more frequently than once each quarter, as deemed necessary by the City, shall be at the expense of the customer served and billed directly to the customer by the Contractor.

c) All such containers shall be exchanged at least semi-annually by the Contractor with similar, steam-cleaned, sanitary containers, without additional charge. The date of cleaning must be marked, with large numbers, on the front of the container. The Contractor shall provide any such additional exchange of containers, as necessary, at reasonable rates, based on time-and-material studies and reviewed periodically as requested by the City.

4. Number of Containers Allowed

a) Each single family "stop" will have (1) 95, 65, or 35-gal refuse cart provided by Contractor through this contract. However, resident may request to rent a second cart through Contractor.

b) As contract is unlimited services, Contractor shall collect any container of 32-gallons or less (with lid and handles) outside of the designated carts after full utilization of designated carts. Such containers shall not weigh over 50 pounds. Contractor must "tag" containers over 50 pound weight limit.

c) Optional multifamily complexes shall be limited to one (1) container per every four (4) units and serviced a minimum of one (1) time per week. An exception to this ordinance applies to multifamily complexes that have compactors; these may be served once per week if the size of the compactors allows it.
I. Compensation - Basic Service

1. The City shall pay the Contractor for providing the once-a-week curbside service herein above described, calculated at a fee per month times 15,574 units. This fee shall be all-inclusive of any and all charges, taxes and fees for the collection, transportation and disposal of all items collected.

2. The Contractor shall bill multifamily buildings without separate water meters directly for the pickup service herein above described, calculated at a fee per month for each dwelling unit located in multifamily dwelling buildings opting to be serviced under this Contract. This fee shall be all-inclusive of any and all charges, taxes or fees for the transportation and disposal of all items collected. Billing format and all correspondence issued by Contractor to buildings shall be subject to the approval of the City Administrator.

M. Amount Due Contractor

The Contractor shall submit one invoice per month for all single family unit services provided under this contract (items 1,2,3 & 4 on price sheet) promptly after each month of service and the City of Morrison shall pay the Contractor not later than the twenty-fifth (25th) day of the following month. However, if the Contractor receives payment from the City not later than the twentieth (20th) day of the said following month, the Contractor may allow a discount on such invoiced amount as indicated on the Bid Proposal Document. A deduction shall be made on Contractor's bill for any missed collections or credits to customers. Billing format shall be subject to the approval of the City Administrator. The initial amount paid to the Contractor shall be based on there being 15,574 participating residential dwelling units in the City; said numbers of units being based upon existing refuse disposal contract and assumed to be accurate. Numbers shall increase as occupancies are granted for single-family units by the Community Development Department of the City. Numbers may be reduced if dwelling units are not occupied.

N. Adjustment of Base Compensation Upon Change in Residential Units

The compensation to the Contractor shall be adjusted bi-monthly, as determined by the City's Finance Department, on the basis of increase or decrease in the numbers of dwelling units in the City during the preceding two months. The City shall provide this new billing unit number to the Contractor no later than the 15th day after the start of each calendar bi-monthly period.

ARTICLE IX- RECYCLABLE MATERIAL COLLECTION & PROCESSING

Basic Service

The Contractor shall submit a bid proposed on once-a-week curbside collection per single-family unit, per month. This fee shall be all inclusive of any and all charges, taxes, and fees for the transportation, processing and marketing of all recyclable items collected.

A. Recyclable materials shall be collected once per week, on the same day as refuse collection,
during the term of the Contract. Commingled recyclable materials shall be placed, by the resident, at curbside (as defined herein) in the recycling carts provided by the Contractor. The Contractor shall collect all uncontaminated recyclable materials placed in carts. Recyclable materials do not need to be segregated within the cart.

B. Collections shall be at the curbside of the residence or residential unit to be served or at the dedicated alley behind same (as the case may be) or, in the case of multi-dwelling units or municipal buildings, collections may be in the designated "garbage area" located on the premises, provided that such designation meets the prior approval of the owner, Contractor and City.

C. Contractor shall be prepared to offer back door service for refuse, recyclables, and yard material collection through a direct billing relationship with residents desirous of receiving back door service. The Contractor shall submit a monthly additional surcharge on the Bid Document for back door service.

D. Recyclable materials collected shall include, but not be limited to, aluminum cans and formed aluminum food containers; tin/steel/bimetal cans, including aerosol cans; newspapers, clear and colored glass bottles/containers; all HDPE and PETE plastic and numbers 3, 4, 5, and 7 plastic containers, milk cartons and drink boxes, magazines, junk mail, chip board, corrugated cardboard, telephone books, high grade and mixed paper. The cost for recycling is to be based on these items. Any other items the City and Contractor agree to recycle in the future, and any change in fees for the additional items will be negotiated at that time.

E. As an optional proposal, the Contractor shall submit pricing for the following items:
   Car batteries       Motor Oil     Tires

F. Carts.
1. The Contractor shall purchase, assemble and distribute to each residence covered under this contract (1) one Schaefer Systems International USD95B, USD65B, or USD35B recycling cart. The cart shall remain property of the Contractor and shall be maintained by the Contractor throughout the initial term of the contract and any extension periods thereof. The Contractor shall immediately replace any cart for any reason whatsoever, including but not limited to theft, loss or damage. In cases of damage caused by the extreme gross negligence of a resident the Contractor may seek recourse.

2. All initially distributed recycling carts shall be of 65-gallon capacity. After all carts are delivered, and not later than 90 days, senior residents will have the option to decrease the size of the designated cart at no additional cost. Any other requests will be reviewed on a case-by-case basis and the City will make final determination.

Requests for change in size will be reported and administered by the Contractor. A copy of changes in container size shall be provided to the City.
3. Each single family "stop" will have (1) 95, 65, or 35-gal recycling cart provided by Contractor through this contract. However, resident may request to rent a second cart through Contractor.

4. The Contractor shall be responsible for providing maintenance and upkeep of the residential recycling containers.

5. The Contractor shall be required to implement a tagging system for recyclables that are not collected. The tag should identify why the recyclables were not picked up. The Contractor shall provide an example of the tagging system to the City for approval.

G. All recyclable material collected in accordance with the terms hereof shall become and be the property of the Contractor as soon as the same is picked up or otherwise placed in the Contractor’s vehicle. The Contractor shall have a contractual obligation to ensure that all recyclable material collected is properly processed and marketed. No collected recyclable material shall be land filled or incinerated, unless advance authorization to do so is given by the Public Works Director.

H. The Contractor shall retain all revenues received from the sale of the recyclable materials. The Contractor shall provide a monthly accounting statement to the City detailing the amount, in tons, of recyclable materials collected, the current selling price of such materials, setout rates and participation rates. The format of the Contractor’s monthly accounting statement shall be subject to the approval of the Director. Said statement shall be issued to the Director and a copy to his/her designee by the twenty-fifth (25) day of the month after collection. The City reserves the right to add one (1) recyclable material per year of the Contract to the list of recyclable materials collected, pending availability of markets for material to be added. Said material additions shall be done at no cost to the City and the Director shall determine the availability of each market.

I. The Contractor shall sell the recyclable materials collected from the residents. If changes in the market for the sale of any particular recyclable material makes continued pickup of such recyclable material economically infeasible, the Contractor shall consult with the City regarding the market changes and the feasibility of continued pickup of the affected recyclable materials. The City and the Contractor may renegotiate the terms and payments under this Contract upon such a market change. The Contractor shall keep all proceeds from the sale of recyclables and shall be wholly responsible for any changes, up or down, in the market price of recyclables.

J. The City has an ordinance in effect that prohibits the unlawful scavenging of recyclable materials listed in these specifications to protect the interests of the Contractor and the City in the curbside recycling program.

K. The Contractor shall provide, at no cost newspaper recycling collection carts at two commuter rail stations in Morrison (Morrison and Cumberland), and shall empty bins as needed. Bins shall be weatherproof and of attractive design and appearance and shall be subject to the approval of the City Administrator.
L. The Contractor shall provide weekly recyclable materials collection to all City-owned facilities. The cost for this service shall be included in the basic single-family rate. The City of Morrison currently requires service at locations per Table 2.

M. Multifamily

1. The Contractor shall provide specially painted and marked containers for commingled recyclables in multifamily complexes. Containers shall be of the following sizes: Sixty-five (65) or ninety-five (95) gallon carts, one (1) cubic yard, one and one-half (1-1/2) cubic yards or two (2) cubic yards. Any exceptions to this shall be subject to the approval of the Director of Public Works. Collection shall be made weekly or more often if necessary.

2. Recyclable materials collected shall be the same as those included in the single-family program.

3. The same specifications outlined under single-family recycling program for collection and processing of recyclables pertain to the multifamily program.

ARTICLE X - YARD WASTE MATERIAL COLLECTION AND DISPOSAL

Basic Service

A. Yard waste materials shall be collected from single family units only from the curb on a weekly basis, same day as refuse collection, from April 1st through December 15th each year. Christmas trees shall also be collected by the Contractor on the same day as refuse collection, but shall only be picked up after the City's Christmas tree recycling program has been completed. The City's program is during the first or second week of January. If, however, the City cancels its program, the Contractor shall pick up all Christmas trees.

B. Containers and paper bags to be used for the collection of yard waste material shall be garbage cans with a capacity of thirty-two (32) gallons or less, or 2-ply Kraft paper bags. Residents will be required to mark cans with twelve (12) inch high red X's around the body of the can for ease of identification. No plastic bags or boxes of any kind shall be allowed.

C. The Contractor shall collect all bundles of brush or limbs, providing the bundles do not exceed a weight of 35 pounds per bundle, are not more than four (4) feet long, are not more than twenty-four (24) inches in diameter, do not contain limbs greater than four (4) inches in diameter, and are tied with a biodegradable material. Christmas trees are excluded from length requirements.

D. Tree limbs and logs four (4) inches or greater in diameter are defined as "refuse" and shall be collected by the Contractor along with refuse, providing limbs and logs do not exceed 50 pounds in weight. The Contractor shall not be required to collect any more than one (1) cubic yard of such limbs or logs on any refuse collection day at any one residence.

E. All yard waste material collected/accepted in accordance with the terms hereof shall become the property of the Contractor as soon as it is collected, accepted, or otherwise placed in the Contractor's vehicle. The Contractor shall have a contractual obligation to
ensure that all yard waste material is properly composted and marketed, or applied to farmland.

F. There shall be no limit to the quantity of above mentioned yard waste materials that residents may set out at the curb except as noted. All yard materials set out at the curb shall be collected at one time.

G. If the resident fails to properly prepare yard waste material as stated above, the Contractor shall tag the material describing why the material was not collected. All tags and written information are subject to approval of the Director of Public Works.

H. The Contractor shall provide the City with monthly counts of yard waste material set out curbside.
TABLE 2
City Owned Facilities Collections
City of Morrison
(Contractor to provide containers and carts.)

REFUSE:
Public Works
1111 Joseph J. Schwab Road
(1) 20-yard refuse container collected 1/week

Water Plant
2555 Maple Street
(1) 2-yard refuse container collected 2/week

Civic Center/Police Station
1420 Miner Street
(4) 2-yard refuse containers collected daily

TABLE 4
Solid Waste Totals

<table>
<thead>
<tr>
<th></th>
<th>2008</th>
<th>2009</th>
</tr>
</thead>
<tbody>
<tr>
<td>Refuse (tons)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Recycling (tons)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Yard Waste (tons)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

City of Morrison
Solid Waste Collection, Transportation and Disposal

Name of Contractor: ________________________________

Address: ______________________________________

____________________________________________

Contact (& Title): ______________________________

61
Bidder prices for furnishing waste hauling services for the City of Morrison as specified in the proposal documents.

**Single Family and Multi-Family (8 units and under)**

1. **Unlimited Garbage:** Single-family monthly fee for one time a week curbside refuse collection, transportation, and disposal per residential unit.

   Year 1: __________________________ per household/month

   Year 2: __________________________ per household/month

   Year 3: __________________________ per household/month

   Year 4: __________________________ per household/month

   Year 5: __________________________ per household/month

2. **Unlimited Recycling:** Single-family fee for one time a week curbside recycling collection, transportation and disposal per residential unit.

   Year 1: __________________________ per household/month

   Year 2: __________________________ per household/month

   Year 3: __________________________ per household/month

   Year 4: __________________________ per household/month

   Year 5: __________________________ per household/month
Illinois Lincoln Highway Coalition

Interpretive Mural Project
Community Guidelines

Scope of Project:
Public art in the form of a mural is meant to tell a story. From the very first time that man expressed himself through painting on cave walls, viewers have been captivated by the images and stories that accompany them. Modern communities have found great economic gains through increased tourism – thanks in part to community mural programs. A wealth of public art has been exposed to the masses through public display of each community’s history.

In an effort to further enhance the cultural heritage tourism found across the state, the Illinois Lincoln Highway Coalition (ILHC) has received grant dollars to create a Lincoln Highway Interpretive Mural Project in selected cities across the state of Illinois. Though portions of the old Lincoln Highway exist in other states, Illinois’ section is the only portion of the road designated as a National Scenic Byway. A mural program would be universally accessible to all visitors to the state – and serve to promote one of America’s most influential transportation links – the Lincoln Highway.

The mural will be viewed as a gift to the respective community, and the total cost of each mural ($10,000) will be paid for by the byway’s management agency, the Illinois Lincoln Highway Coalition.

Organizational Structure:
The Illinois Lincoln Highway Interpretive Mural Project is under the direct authority of the Illinois Lincoln Highway Coalition, a 501c3 organization who serves as the management agency for the National Scenic Byway. Working with each community, a Local Organizational Committee will be formed. The Local Organizational Committee will be responsible for overseeing the creation of a specific mural within their community and will consist of one Project Consultant, two representatives from the ILHC, and two members from each community where the murals will be placed.

Mural Process:
Once the community stories are chosen, the Local Organizational Committee will be responsible for selecting the artists. Mural artisans from around the state and country will be asked to submit professional resumes, photos of previously completed murals, and a rendering of the community mural they would like to help create depicting the identified story – as part of the selection process. A total of forty (40) murals will be completed in approximately thirty (30) months, and this entire process will need to be fast-tracked in order to maintain our deadlines.

Each of the murals will total 200 square feet – and can be in a format which works best with the selected wall in each of the forty (40) communities chosen to receive a mural. Three murals are already in place in the cities of Creston, DeKalb and Rochelle. Each of these murals measured 10’ high x 20’ wide since a horizontal format worked best for each wall. While this seems the most workable format, as long as the total area of the mural is 200 square feet, no constraints will be placed on the design or the designer. Each mural will be painted on Dibond – an aluminum-composite sheet that has an aluminum face and a thermoplastic core.

The walls chosen for the murals must follow certain criteria for direction and wall condition. Site visits by the ILHC to inspect the final walls chosen for acceptance will be vital to the success of the project. Visibility is key – and back alleys or unattractive structures are not conducive to the image the ILHC would like to put forth. Only highly visible walls will be considered.

South and west facing walls typically are subjected to more UV rays – accelerating the degradation of the paints. East and north facing walls provide optimal longevity for painted murals – and are most preferred by the ILHC. Each community should factor in these criteria, and though choosing only east or north facing walls may not be possible, every effort should be made to adhere to this desire since it results in a longer lasting mural. Wall condition is paramount for public safety and loose mortar, crumbling masonry or water-damaged walls will be refused. All murals should be placed no higher than 8’ off the ground – though special exceptions may be considered.
The installation of the mural is the responsibility of each community, however once it has been installed it is the joint responsibility of the individual communities and the ILHC to create a media event to introduce the mural to the community (see #6 under Community Responsibility). The media event will be coordinated with the ILHC board members. An unveiling process has been utilized in the previous three murals — but as a part of cost-cutting, the unveiling becomes the responsibility of the ILHC and the local community. While the mural installers might be utilized for help in covering the mural for an unveiling, the community must provide the rope, fasteners, tarping, etc. to safely cover the mural.

Each mural will cost $10,000 (paid for by Illinois Lincoln Highway Coalition) and will be 10’ x 20’ (approx. 200 sq. ft) in size.

Design Style – Mandatory Elements:
Attached to these guidelines are several photos of some of the mural styles preferred by the ILHC. Two of the examples are part of this project — murals done for DeKalb and Rochelle — and have a very strong sign painter’s design style. This will be referred to as a celebration of the project’s duration. Since the Lincoln Highway’s most prominent features are a period from 1913 to the late 1920’s, an early 20th Century, period-style look is preferable. This time in our history had a specific advertising style — and should be imitated as much as possible. All of the ILHC murals can be found online at www.drivelincolnhighway.com.

The other examples to view are murals done for the Lincoln Highway Heritage Corridor in Pennsylvania. While some of these have less text than what the ILHC seeks, they are indicative of the collage-style mural painting that is preferred. They also illustrate design elements which break the traditional borders they also employ in the design. Examples of the Pennsylvania murals can be found at www.lhhc.org.

All mural designs MUST have some text included in the design. Murals tell a story — so a painting of a car on a road has little meaning without some accompanying supportive text. This mural project is intended to be historical, interpretive, and therefore concise descriptions of the story contained in the design are primary and essential. The examples from the Pennsylvania murals are minimal in copy — but strong in pictorial execution.

Also seen as repetitive design elements in the two ILHC murals (DeKalb and Rochelle) — and required of each of the murals in this project — are the ILHC logo, the federal government’s “America’s Byways” logo, the red, white, and blue “L” sign, and the state of Illinois’ “Mile after Magnificent Mile” logo. These four logos are all smaller in size — and with the ILHC logo, more complex — so these logos will be provided to each mural artist in a digitally printed decal provided by the ILHC’s chosen vendor.

Design Themes and Stories:
Individual stories of the history of the Lincoln Highway are many and varied. As much as possible, the most dramatic and effective murals would feature stories that are unique to each specific community. In DeKalb, for instance, the story of that city being one of the first in the nation to change the name of its main road through town to Lincoln Highway is of importance OUTSIDE the borders of this state — and therefore was the obvious story to communicate in its design.

Communities received special consideration if they adhered to guidelines set forth by the original Lincoln Highway group; promotional materials such as signage with the trademark red, white and blue ‘Lincoln Highway’ road sign, inclusion for local businesses in the Lincoln Highway Travel Guide — and other projects that were meant to spurt more development along the roadway. Creston — another ILHC mural recipient — portrayed the water fountains that were placed across Illinois (and no other state in the nation) — partly because they had no other significant Lincoln Highway stories that were found in research — or anecdotal.

In instances where there is not a clear story emerging from within the specific community, stories of national importance will be considered. Stories such as the Army’s convoy across the country in 1919 — on the Lincoln Highway — will be told. President Dwight Eisenhower was in that convoy as a young soldier — and eventually signed the Interstate Highway Act as part of his presidential legacy. This story will be one of the stories told through the murals — though where is yet to be determined. Ideally that subject matter would go in a town which may have hosted the convoy on a stopover — but could find its home in another town.

The preference will be to tell a local story — which the Lincoln Highway played a significant role in — as commerce between communities also saw large businesses be the driving reason that some communities grew larger. It would be perfectly acceptable for a community to pay homage to a business that began to thrive with the addition of the Lincoln Highway — or located there due to the town’s location along the road. This is as important a subject as any since the point of the project is to convey the impact to the viewer of just how important a role the road played in the expansion of this country.
The Local Organizational Committee will determine the story to be depicted in the mural and, based on the renderings received from perspective artist on their interpretation of that specific story; we will choose the final artist.

Community Responsibility:
The two committee members from each mural community will be the liaisons for communication between ILHC the community, and serve as members of the Local Organizational Committee. Responsibilities include:

1. Community Certification fees must be paid (and remain up to date) annually to ILHC.

2. Provide a list of the top two or three locations in each town that will allow for the best viewing of the mural must be provided to the committee.

3. Create an agreement between the building’s owner (the wall the mural will be placed on) and the community must provide for retention of the mural in that location — even in the event of a sale. That agreement and the contents of it are up to each community, but must include the following items: permission, duration that mural will be displayed, maintenance responsibility, waiving of all permits and/or fees, etc.. Please detail copyright regulations (as stated below) when forming this agreement. A copy of this agreement must be provided to the ILHC for their files.

4. Each community must be willing to oversee all maintenance and upkeep of the mural.

5. Each community will assist as outlined in the Design Themes and Stories section. Multiple stories should be considered and researched to give the committee the option of choosing the best story for that community — and as part of the overall theme.

6. Each community will provide for the erection of the framework that will hold the mural panels. Although galvanized metal studs would be the longest lasting structural frame members, 2” x 4” wood construction has been utilized effectively to this point in time. Treated 2” x 4” SYP ‘furring strips’ will be applied to the wall with material-specific fasteners. For masonry walls, masonry screws such as Tapcon screws would be ideal. The fasteners must be recessed below the face of the frame members to allow for the attachment of the mural panels. Local contractors can be consulted for recommendations — or contact ILHC if no other source is available.

One point of note: Check local ordinances to verify that there is text contained in them which allow for the legal placement of murals. If there are none, it is highly recommended by the organizing committee that text amendments be added to local ordinances to allow for the mural — and, perhaps, the addition of more. This will set in place the opportunity for each community to add more murals by efficiently dealing with the process now so no hurdles remain in place. If permits and/or permit fees are required, they must be waived or filed locally. ILHC is not responsible for permits and/or permit fees.

Installation:
ILHC will be responsible for arranging to attach the mural panels to the frame provided by the local community (as described above). If the height of the mural is beyond the ability of the installation crew to reach easily with 10’ ladders (max. height of 16’ from grade to top of mural), each community must provide scaffolding or a boom lift (or scissor-lift) to attach the mural panels. With so many murals to install, the logistics of having the proper equipment for each location is logistically impossible with the budgets available.

Local contractors or rental agencies — or even the use of city equipment — can be solicited for help (or donations of equipment) in the completion of this phase of the project. Prior to installation, the local committee members will coordinate the details of the installation with the ILHC — or the designated installation contractor. The mural artist will provide to the ILHC a palette of colors used in the creation of the mural for touching up the fasteners used in the attachment of the mural to the framework.

Copyrights:
Upon installation and final payment, the artist will assign his or her copyright interests in the artwork to the ILHC — and the ILHC will become the copyright holder for all purposes. The only exception will allow the artist/designer retains the right to reproduce the artwork for all non-commercial purposes such as reproducing the image for the designer’s portfolio.
Care and Maintenance:
One issue has become very clear with most mural programs: The mural communities want the original mural paintings to remain and to be repainted or repaired – they do not want new mural designs to replace the old. As such, it is the recommendation of the ILHC that no clearcoat or graffiti protection be applied over the mural panels – unless pre-arranged with the ILHC. That will allow for touching the mural up should any damage or vandalism occur. Vandalism of murals is rare – and to plan for it to the detriment of the ability to repaint it is foolish and best forgotten. These murals will be on highly visible downtown walls – with little chance for vandalism.

Building conditions also play a role in the preservation of the mural. Some type of adequate protection above the mural area is desired. Damaged or missing roof flashing that creates a flow of water across the mural must be repaired if that specific site is the most desired location – or it will be rejected. Conversely, no water damaged walls will be considered unless repaired first. It is also public safety which must be considered in this project.

If, for any reason, the mural would have to be removed from its site (building repairs, mural repairs, building demolition, etc.), ILHC shall be contacted before any removal would take place. Details of the reason for removal, where mural will be stored, and date of re-installation will be required.

Summary:
The Illinois Lincoln Highway Coalition Interpretive Mural Project, when completed, is hoped to be a model for future interpretive mural projects across the country. It is a complex project – with difficult logistics to overcome. But, no more difficult than the perils and hazards that faced drivers of the early 20th Century when considering a trip down the famed Lincoln Highway.

I understand, and agree to comply with, these guidelines.

______________________________________________
Signature and Title (Community Representative)

______________________________________________
Date

______________________________________________
Signature and Title (Vendor Signature)

______________________________________________
Date

______________________________________________
Signature and Title (ILHC Representative)
PUBLIC ART AGREEMENT

This Agreement made this day of , 2009 between the CITY OF Morrison, Illinois (hereinafter called CITY), AND , (hereinafter called BUILDING OWNER).

WHEREAS, the CITY is dedicated to the revitalization of downtown Morrison;

WHEREAS, the CITY has determined that one of the ways it might make the downtown of Morrison more attractive is to place murals on buildings throughout the downtown;

WHEREAS, the BUILDING OWNER owns a building situated in the downtown of Morrison, Illinois which Illinois Lincoln Highway Coalition (ILHC) has deemed suitable and desirable for the placement of one such mural; and

WHEREAS, the BUILDING OWNER and the CITY, wish to agree on the use of the building for such a mural;

NOW THEREFORE, in consideration of the foregoing and the covenants set forth below and other good and valuable consideration, the parties agree as follows:

License and Access
1. The BUILDING OWNER hereby grants to the CITY a license and right to secure and display a mural on the outer wall of the building located at Morrison, Illinois. The parties agree that the mural shall be painted on substrate and attached to the wall of the building (hereinafter referred to as the "mural site"). The BUILDING OWNER understands that an individual ("Artist") selected by ILHC will be painting the mural for the building.

2. The BUILDING OWNER shall allow the CITY, through the designated Artist and the Artist’s employee’s, access to the mural site at reasonable times and days for a period of time sufficient to develop and secure the mural.

3. The BUILDING OWNER shall further allow the CITY, through the designated Artist and the Artist’s employees, access to the mural site at reasonable intervals and for periods of time sufficient to allow proper maintenance of mural.

4. The BUILDING OWNER shall not interfere with the activities of the CITY, through the Artist and the Artist’s employees, during the completion and maintenance of the mural.

5. The BUILDING OWNER shall not do any of the following: cover the mural with any object, alter the mural, place any signage covering the mural, or take any other action that may otherwise detract from the aesthetic appearance of the mural, as determined by the CITY in its sole discretion. The BUILDING OWNER may include the mural in a general depiction of its building provided that the mural is not the principal focus of the depiction. The BUILDING OWNER shall allow the CITY or its designee to photograph the wall of the building for marketing purposes.

6. The CITY and the designated Artist and the Artist’s employees, shall not block any avenue of ingress or egress from the building during the periods for completion or maintenance of the mural or interfere with traffic into and out of the building.

Cost of Completion and Maintenance
7. The CITY shall be solely responsible for all costs associated with the completion and maintenance of the mural including any costs associated with removing graffiti or repairing the mural because of vandalism.

**Consideration**

8. The CITY shall pay to the BUILDING OWNER a license fee of $1.00 as consideration for the rights conferred by this license. Said sum shall be paid at the time this License Agreement is executed.

**Building Owner's Responsibility**

9. The BUILDING OWNER represents that he/she has an ownership interest in the building in question or that he/she is the duly authorized representative of a party with an ownership interest in the building and that the land is unencumbered with any limitations which might restrict the CITY's exercise of this license other than the impact of any ordinances or restrictions imposed by a governmental body.

10. The BUILDING OWNER represents that he/she enjoys the rights to access and use of the building that he/she purports to grant to the CITY via this license.

**CITY and ILHC Representation**

11. CITY represents that upon completion of the mural, it will become owner of the mural. ILHC represents that upon completion of the mural, they will retain ownership of the copyright. The BUILDING OWNER will not have any ownership or copyright interest in the mural.

12. The ILHC represents that the mural is an original work of art and has not appeared at any other time and at any other site.

13. The CITY represents that the installation of the mural will not violate any laws, or regulations, or rights or interests of any third parties, including copyright and intellectual property rights.

**Art Preservation**

14. The BUILDING OWNER agrees to preserve the integrity of the wall and agrees not to cover, alter, damage, desecrate, obstruct, or remove the mural in any manner.

**Destruction of the Mural Site**

15. If the BUILDING OWNER determines that the building must be demolished, he/she shall notify the CITY of the imminent destruction of the building as soon as practicable, and in no event later than 30 days before the demolition of the structure.

16. This is a community cooperative effort. Should the BUILDING OWNER need to take action to maintain the wall in any way that will or could harm the mural, or should the CITY need to take action to preserve or maintain the mural in a manner that will or could harm the wall, the parties will notify each other and work out a cooperative solution.

**Risk of Loss**

17. The CITY accepts the risk of loss of the mural due to casualty such as natural disaster or fire.

**Compliance with Laws**

18. The parties agree to comply with all applicable laws, rules, and regulations respecting the building and its uses.
19. This license shall be governed by the laws of the State of Illinois.

**Assignment of the License**

20. Any of the parties may assign this license provided that their successors agree to comply with the terms of the license and the assigning party notifies the non-assigning parties in writing of the name and address of the assignee.

**Miscellaneous**

21. Notices to a party shall be made in writing and sent by certified mail, return receipt requested at the address set forth below. Notice is effective upon receipt.

City of Morrison, IL:

ILHS: Diane Rossiter  
200 South State Street  
Belvidere, IL 61008

Building Owner:

22. No revision of this license is valid unless in writing and executed by the parties or their authorized officers.

23. The terms of this license shall be binding upon the heirs, successors, and permitted assigns of the parties.

24. This license constitutes the entire agreement of the parties.

IN WITNESS WHEREOF, the parties have executed, or caused their properly authorized representative to duly execute, this license on the date and year set forth above.

**CITY OF MORRISON, IL**  
By: ____________________________

______________________________  
City Manager

Attest: ____________________________

**BUILDING OWNER**  
By: ____________________________

______________________________  
Title
DeKalb

Illinois Lincoln Highway Coalition unveiled its second (in a series of over 40) Interpretive Mural in DeKalb, Illinois. As you’re driving west on the highway, it is on the corner of 7th Street and Lincoln Highway. This mural depicts travelers driving the highway though the old DeKalb arch which was built by the DeKalb Chamber of Commerce in the early 1920’s and was inscribed as follows: “DeKalb: A Live Wire City 10,000 Strong”. This statement alluded to the fact that barbed wire was invented in DeKalb. The original arch was eventually demolished, but will now live on in this colorful mural.

Rochelle

Illinois Lincoln Highway Coalition unveiled its third Interpretive Mural in Rochelle on May 28, 2007. This mural depicts the travels of Emily Post as she made her way across the United States on the Lincoln Highway. Due to the sticky mud caused by heavy rains, Emily and her son, Ned, were able to spend a few days in Rochelle before being able to continue their trek to San Francisco. Follow the red, white, and blue Lincoln Highway signs in Rochelle and you will find this mural on the side of the furniture building – you can’t miss her!

Two more Interpretive Murals appear on the Illinois Lincoln Highway – one in Creston and one in DeKalb. Both are just east of Rochelle. In the future, ILHC plans on unveiling 40 more murals and 20 Interpretive Gazebos across the state. Keep visiting our site to watch for updates!
The Cortland mural is located at 55 West Lincoln Highway. This mural showcases the dirt and gravel roads evolving into hard-surface concrete roads. Even though trucks and autos were developed, horses were called upon to help power the era of concrete roads.

The Genoa mural is located at 232 West Main Street and depicts another aspect of the growing "Good Roads Movement". Road dragging contests - "sleds" hitched to a team of horses and dragged along the road, packing and smoothing the road surface - were held as part of a campaign to improve Illinois Highways. Communities like Genoa had been linked to major markets by railroads and began to realize that the need for a good hard road system was needed to reach other services and entertainment in nearby communities.

As the designated byway management agency overseeing the 179 mile Byway, the Illinois Lincoln Highway Coalition (ILHC) continues to seek ways to recognize the significance of the highway and ways to make the stories come alive. After receiving a National Scenic Byway Grant from the Federal Highway Administration (FHWA) and an Illinois Department of Commerce and Economic Opportunity, Office of Tourism, Attraction Development (TAP) Grant, ILHC worked with our vendor, Jay Allen of ShawCraft Signs, to make this project come to life.

Each of the 40 communities is asked to designate representatives to work with ILHC on this project, as well as secure a building site for the mural, research stories and images linking their community to Lincoln Highway and agree to provide maintenance and preservation of the mural. Each mural is valued at $10,000. Upon completion of this project, a print piece will be created highlighting each interpretive mural and gazebo (16 of them from a recently completed project) with a map and small description of each.
MURAL THEME IDEAS

May 8, 1914 – The Whiteside Sentinel
TO MARK LINCOLN HIGHWAY
Commercial Club Committee Will Paint Telephone Poles with Lincoln Highway Sign
At a meeting of the Executive committee of the Morrison Commercial Club, a committee was appointed to mark the route of the Lincoln Highway through Morrison and to adjoin towns. Every other telephone pole along the route from a point about a mile this side of Sterling through Morrison and on west to the bluffs will be painted with the Lincoln Highway sign: red, white and blue stripes around the pole with the letter L.

May 1914 – The Whiteside Sentinel
LINCOLN HIGHWAY CAUSES GREAT INTEREST AMONG LOCAL PEOPLE
Name of Grove Street to be Changed
The petition, signed almost unanimously by the property owners on Grove Street, asking the city to change the name of that thoroughfare to The Lincoln Way, has been turned over to city attorney Riordotz to prepare an ordinance to that effect.

September 21, 1914 – The Whiteside Sentinel
PARKER FOUNTAIN FOR CITY
Morrison is in Line for Gift Offered by Business Man of Los Angeles
Morrison will come in for one of the Lincoln Highway drinking fountains that have been offered to cities in Illinois complying with the conditions set forth by Mr. Carl S. Parker, the man who made the offer. The conditions are that the cities change the name of the street on which the Highway passes through to Lincoln Way, that the fountain be placed on the street, and that the city make the necessary sewer and water connections to keep the fountain in proper running order.

September 11, 1917 – The Daily Gazette, Sterling, IL
ALL SIX COUNTIES VOTE FOR PROPOSED PAVING
The boards of supervisors of DuPage, DeKalb, Kane, Ogle, Lee and Whiteside counties adopted the necessary resolutions agreeing to raise their respective shares of the expense for the proposed paving of the Lincoln Highway across the state from Chicago to Fulton. This day will go down as a date in history marking a most important epoch in the material development of roads in Northern Illinois.

June 2, 1919 – The Whiteside Sentinel
WILL BEGIN ROAD NEAR UNION GROVE
Lincoln Highway Improvement will be constructed in most modern manner – To Operate Own Railroad – Company expects to build 300 lineal feet of concrete road daily
Two separate paving gangs will be at work near Union Grove on either side of the Union Grove Station. To get the necessary sand, gravel and cement to them with least possible loss of time, a four-mile industrial railroad will be constructed to the points where the gangs are employed.... It is a safe bet that this construction work will draw hundreds of people from this section during the summer.
July 4, 1919 – The Whiteside Sentinel

LINCOLN HIGHWAY IS PLOWED UP TO UNION GROVE NOW
J.J. Dunnigan of Shenandoah, IA and E.H. Mitchell of Des Moines, IA, who have the contract for the construction of the cement road on Lincoln Highway through this county, have been busy since the first of June in getting equipment on the ground in the vicinity of the Union Grove station. Thirteen miles of concrete pavement is to be built along the Lincoln Highway in Whiteside County this summer. The road will be one solid mass from end to end, no expansion joints being provided as the thickness of the material will do away with any possibility of cracking, it is believed.

August 26, 1921 - The Whiteside Sentinel

LINCOLN HIGHWAY OPENING WAS A GALA DAY
A happy crowd of 1,500 people assembled at the tourist camp east of Round Grove yesterday afternoon to celebrate the opening of Lincoln Highway through Whiteside County, along with a well-balanced program of speeches and music. Three hundred automobiles by actual count were parked on the grounds and along both sides of the pavement. The Morrison delegation, headed by the Libby Band, waited the arrival of the Fulton representative before leaving town and the two big auto parades proceeded to the camp where they awaited the Sterling delegation. Attorney L.R. Ramsay of Morrison spoke for the citizens of Morrison and in opening his address said that this is an occasion that we will long remember. “A few years ago we were limited as to our ability to travel far from home, but today the tendency is to go from city to city, broadening your acquaintance in the neighboring towns. He closed with “it should be made more of a place of beauty—the main street of the nation.”
H.B. Surman, District Highway engineer of Dixon, IL spoke upon how the Lincoln Highway and other state paved roads hereafter are to be maintained. The county will protect the Lincoln Highway by a patrol system divided into 20-mile sections throughout the state. The patrolmen will spend all of their time on the road, fill cracks in the pavement, cut the grass along its borders, keep the ditches and culverts clean, protect the shoulders of the pavement, and see that no signs are allowed to remain along the highways. The farmers are asked to meet the patrolmen with a smile and help them in their work. The greatest number of accidents occurs at the crossroads, on account of high hedges. These should be kept cut to not more than five feet in height.

September 2, 1921 - The Whiteside Sentinel

THURSDAY CROWD ESTIMATED AT 30,000 PEOPLE
Attendance so Far a Record Breaker
The Morrison Fair officials estimate that fully 30,000 people were upon the grounds yesterday, which was a record breaker for the Morrison Fair, in its 51st annual exhibition. From 4,000 to 5,000 autos were parked on the grounds during the day and half that number or more at night. The huge crowd was handled perfectly by the fair officials on the grounds and the city authorities up town.

September 3, 1921 - The Whiteside Sentinel

HUGE CROWDS AT THE GREAT MORRISON FAIR
Officials well pleased with the amount of money received. Exhibits were fine
The fair management attributed the success of the fair to the fine weather conditions, attractive fair grounds, auto processions on the Lincoln Highway, efficient management of all the automobiles, and the fireworks display.

May 4, 1931

**KIER'S TAVERN TO BE OPENED MAY 16 AT EDGE OF CREEK**

All work on Kier's Log Tavern, between Morrison and Unionville, is expected to be completed by May 16, which is to be the opening day. The main building, two single cabins and one double cabin makes up the group now as Kier's Log tavern. All have been finished on the outside with bark-covered logs, which gives the effect of log cabins.

May 12, 1938

**11TH ANNIVERSARY OF GRAY SHINGLE SERVICE STATION**

*Roy Smaltz has Established Outstanding Tourist Camp*

In May 1923, Roy Smaltz took over the operation of the Gray-Shingle service state at the east city limits. In doing so, he conceived the idea of adding a tourist camp to produce additional revenue. An average of nearly 1,500 visitors a year has been housed up until last year, when the camp accommodated 1,715 people. All of the cabins have modern plumbing, some being equipped with shower baths.