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**THE CITY OF ROCHELLE**  
**Ogle County, Illinois**

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**RESOLUTION**  
**NO. R21-51**

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**A RESOLUTION AUTHORIZING THE EXECUTION OF AN  
EXTENSION TO THE AGREEMENT BETWEEN NORTHERN  
ILLINOIS DISPOSAL SERVICES, INC., AN ILLINOIS  
CORPORATION, AND THE CITY OF ROCHELLE**

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**JOHN BEARROWS, Mayor**  
**SUE MESSER, City Clerk**

**TOM MCDERMOTT**  
**BIL HAYES**  
**KATE SHAW-DICKEY**  
**DAN McDERMOTT**  
**JOHN GRUBEN**  
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**City Council**

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Published in pamphlet form by authority of the Mayor and City Council of the City of Rochelle  
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**CITY OF ROCHELLE**  
Ogle County, Illinois

**RESOLUTION NO. R21-51**

**A RESOLUTION AUTHORIZING THE EXECUTION OF AN  
EXTENSION TO THE AGREEMENT BETWEEN NORTHERN  
ILLINOIS DISPOSAL SERVICES, INC., AN ILLINOIS  
CORPORATION, AND THE CITY OF ROCHELLE**

**WHEREAS**, Section 7 of Article VII of the 1970 Constitution of the State of Illinois provides that a municipality that is not a home rule unit shall only have the powers granted to them by law and as such the City of Rochelle ("City"), Ogle County, Illinois being a non-home rule unit pursuant to the provisions of said Section 7 of Article VII, and may exercise only the powers expressly granted by law; and

**WHEREAS**, the Illinois General Assembly granted non-home rule municipalities broad authority to "pass all ordinances and make all rules and regulations proper or necessary, to carry into effect the powers granted to municipalities." 65 ILCS 5/1-2-1; and

**WHEREAS**, the City and Northern Illinois Disposal Services, Inc., an Illinois corporation entered into an exclusive waste disposal agreement in 1995 that is set to end in 2025; and

**WHEREAS**, the City Staff has been negotiating an extension of the waste disposal contract, as well as additional terms and services to be provided, identified in Exhibit 1 attached hereto; and

**WHEREAS**, the new term of the agreement would expire in 2037 near the time that the landfill is scheduled to cease operations; and

**WHEREAS**, the City Staff believes that the extension is necessary to provide continued affordable waste disposal services to Rochelle residents; and

**WHEREAS**, it has been determined by the Corporate Authorities of the City of Rochelle that it is in the best interest of the City and its residents to authorize the City Manager to execute an extension of the waste disposal agreement, consistent with, and limited to the proposed terms in Exhibit 1; and

**BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF ROCHELLE, ILLINOIS:**

**SECTION ONE:** That the City hereby incorporates all of the recitals above into this Resolution as if fully set forth herein.

SECTION TWO: The Mayor and City Council of the City of Rochelle hereby authorize the City Manager to execute an extension of the waste disposal agreement with Northern Illinois Disposal Services, Inc., consistent with, and limited to the proposed terms in Exhibit 1, subject to the drafting, review, and revision by the City Attorney.

SECTION THREE: If any provision of this Resolution or application thereof to any person or circumstance is ruled unconstitutional or otherwise invalid, such invalidity shall not affect other provisions or applications of this Resolution that can be given effect without the invalid application or provision, and each invalid provision or invalid application of this Resolution is severable.

SECTION FOUR: Where the conditions imposed by any provisions of this Resolution are more restrictive than comparable provisions imposed elsewhere in any other local law, ordinance, resolution, rule or regulation, the regulations of this Resolution will govern.

SECTION FIVE: The City Clerk shall publish this Resolution in pamphlet form.

SECTION SIX: This Resolution shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

PASSED THIS 25th day of October, 2021.

AYES: 7

NAYS: 0

ABSENT: 0

APPROVED THIS 25th day of October, 2021.

  
MAYOR

ATTEST:

  
CITY CLERK

**Exhibit 1**  
**Proposed Contract Terms**

**Extension:** A 15-year contract extension with an effective date of February 1, 2022 through January 31, 2037.

**Conditions:** Same services as current contract with the following changes:

- 1) Northern Illinois Disposal Services, Inc. ("NIDS") will provide every residential customer up to one 95-gallon cart for MSW (trash) per home or a 35-gallon carts for senior citizens or people with disabilities as an option. All trash must be contained in the cart. If the resident needs extra carts the resident can rent a cart from Northern NIDS for \$36 per year and a delivery fee of \$25 per cart or purchase a cart for \$75, with a delivery fee of \$25 per cart. The resident would call 1-800-930-7321 and open an account.
- 2) No more alley pick-ups would be allowed. All trash would need to be moved to the street (either front or side streets). Due to the size of the trucks and the company moving to a fully automated system, alley pick up is no longer viable.
- 3) The trash limit would be whatever is contained inside the cart (no trash on the ground or in personal containers would be allowed). Each household would be allowed one bulk item per week as well.
- 4) Two bulk item pick-ups per year would be provided. The residents would need to take the items to a drop off that the City chooses. The City will provide five (5) 30-yard roll-off containers free of charge for each clean-up. The dates would be negotiated between the City and NIDS.
- 5) NIDS would no longer have the exclusive franchise market for roll off disposal services. This would allow industrial customers and residents to pursue any company they want for their roll-off disposal needs. The franchise on all commercial dumpsters would still be exclusive.
- 6) There would be an additional \$25 per ton transportation fee for the City's residents commingled recycle that is collected at the curb. We have had this agreement in place, but it has not been added to the contract in writing.
- 7) NIDS will increase the credit it gives to the City for handling all garbage customer billing. The credit will increase from \$377 per month to \$1,027.06 per month.
- 8) Price per home is \$15.00 for waste disposal services (this is all in with recycle, yard waste and MSW) beginning April 1, 2022, and will be increased each year on the same date by the Garbage and Trash index not to go below 3% and not to exceed 4%. This same increase will be applied to the commercial pricing per year.

For up to 150 residents that are handicapped and the physically unable, Northern has offered to go to the front of house and get the cart, dump it and walk it back to the front of the house. The City will work to compile a list of address to route into the driver's route.

Implementation of the unified cart plan will not go into effect until April 2022.



STATE OF ILLINOIS        )  
                                      )  
COUNTY OF OGLE        )        SS.

CERTIFICATE

I, Susan Z. Mason City Clerk of the City of Rochelle, County of Ogle and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. R21-51, "A RESOLUTION AUTHORIZING AN EXTENSION TO THE AGREEMENT BETWEEN NORTHERN ILLINOIS DISPOSAL SERVICES, INC., AN ILLINOIS CORPORATION, AND THE CITY OF ROCHELLE," which was adopted by the Mayor and City Council of the City of Rochelle on October 25, 2021.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the City of Rochelle this 25th day of October, 2021.

Susan Z. Mason  
CITY CLERK