



Established 1873 — Incorporated 1950

Box 214, 110 East Park Avenue
Hoffman, IL 62250

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Hoffman Resident,

Effective December 1, 2024 the Village has contracted with Dickinson Trucking, LLC for waste services. We are confident that Dickinson Trucking will provide better service than our former waste service provider, at a cheaper cost, with more services available. While the cost has risen, we feel this is a cheaper alternative to the bid from the previous provider. The cost will be \$24.00 monthly. This rate, barring higher fuel costs or dumping fees, should be in effect for 3 years. Dickinson Trucking is committed to providing excellent service to the Village of Hoffman. As with every new service, there will be some adjustments. The trash pickup will be moved to **MONDAY**, effective December 2, 2024. The attached letter from Dickinson Trucking, explains the procedure for pickup. Yard waste pickup will remain on **Tuesday**.

We have reached out to Waste Management for the procedure to return their trash carts, if you wish to. They have not been very clear on this, but if you don't want to keep your old cart, call the Village hall, 618-495-2234 and leave a message. We are working to figure out a location to gather these for Waste Management to pick up. After November 26, 2024 do not use the Waste Management carts for your trash. Dickinson Trucking cannot pick up those carts! There is more information in the letter from Dickinson Trucking about the procedure for pick up. Please read it and adhere to the instructions. There will be more information available in the ordinance that is posted on the village website, **villageofhoffman.us**

Thank you!

Hoffman Village Board

VILLAGE OF HOFFMAN

ORDINANCE NO. 2024-05

AN ORDINANCE AMENDING CHAPTER 15 "FRANCHISES"
OF THE REVISED CODE OF ORDINANCES
OF THE
VILLAGE OF HOFFMAN, ILLINOIS

ADOPTED BY THE VILLAGE
BOARD OF TRUSTEES
OF THE
VILLAGE OF HOFFMAN, ILLINOIS

THIS 13th Day of NOVEMBER, 2024

Published in pamphlet form by authority of the Mayor and the Village Board
of Trustees of the Village of Hoffman, Clinton County, Illinois this --

ORDINANCE NO. 2024-05

AN ORDINANCE AMENDING CHAPTER 15 "FRANCHISES" OF THE REVISED CODE OF ORDINANCES FOR THE VILLAGE OF HOFFMAN, CLINTON COUNTY, ILLINOIS.

WHEREAS, the Village of Hoffman, Illinois is an Illinois non-home rule municipal corporation pursuant to Article VII, § 8 of the 1970 Illinois Constitution, organized and operating under the Illinois Municipal Code, 65 ILCS 5/1-1-1, *et seq.*; and

WHEREAS, the corporate authorities of each municipality may pass all ordinances and make all rules and regulations proper and necessary, to carry into effect the powers granted to municipalities, with such fines or penalties as may be deemed proper, 65 ILCS 5/1-2-1;

NOW THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND THE VILLAGE BOARD OF TRUSTEES OF THE VILLAGE OF HOFFMAN, CLINTON COUNTY, ILLINOIS, THAT:

SECTION 1: Recitals. The facts and statements contained in the preamble to this Ordinance are found to be true and correct and are hereby adopted as part of this Ordinance.

SECTION 2: Amendment. The following exhibit shall amend **Chapter 15** of **"The Revised Code of Ordinances"** of the Village of Hoffman, Illinois shall be as follows:

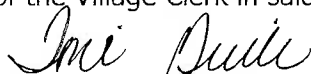
SEE EXHIBIT "A" FOLLOWING

SECTION 3: Severability of Provisions. Each section, paragraph, sentence, clause and provision of this Ordinance is severable, and if any provision is held unconstitutional or invalid for any reason, such decision shall not affect the remainder of the Ordinance, nor any part thereof, other than that part affected by such decision.

SECTION 4: Conflicting Ordinances. Any conflicting ordinances, code provisions or pertinent portions thereof in effect at the time this ordinance takes effect are hereby repealed.

SECTION 5: Effective. This Ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form as provided by law.

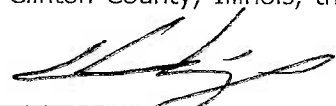
SECTION 6: Passed this *13th* Day of *Nov.*, 2024, by the Village Board of Trustees of the Village of Hoffman, Illinois, and deposited and filed in the office of the Village Clerk in said Village on that date.



TONI GUILLE, VILLAGE CLERK
HOFFMAN, ILLINOIS

NAME	AYE	NAY	ABSTAIN	ABSENT	CONFLICT
Mabron Spittler	✓				
Mike Abernathy	✓				
Jaime Spittler	✓				
Sharilyn Muench	✓				
Robert Jackson	✓				
Tammy Travis	✓				
Chris Simms	✓				

Approved by the Mayor of the Village of Hoffman, Clinton County, Illinois, this 13th Day, of
November, 2024



CHRIS SIMMS, MAYOR
HOFFMAN, ILLINOIS

ATTEST:



TONI GUILÉ, VILLAGE CLERK OF
HOFFMAN, ILLINOIS

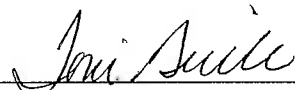
(SEAL)

VILLAGE CLERK'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF CLINTON) ss. VILLAGE CLERK'S OFFICE
VILLAGE OF HOFFMAN)

I, Toni Guile, Village Clerk of the Village of Hoffman, Illinois, do hereby certify that the following Ordinance of the Village of Hoffman, Clinton County, Illinois, published by authority of the Village Board of Trustees was duly passed by the Village Board of Trustees of the Village of Hoffman, Illinois, approved by the Mayor, and published in pamphlet form according to law on this date, and that this ordinance is a true and perfect copy of the ordinance, as passed, approved, and now of record and on file in my office as provided by law.

In witness whereof, I have set my hand and affixed the Corporate Seal of the Village of Hoffman, Illinois, this 13th day of November, 2024



TONI GUILÉ, VILLAGE CLERK
HOFFMAN, ILLINOIS

(SEAL)

EXHIBIT "A"
APPENDIX "A"
COMPANY RATES

Scope of Services:

Company shall furnish all equipment, trucks, personnel, labor, and all other items necessary to perform the services of once a week, curbside pickup of municipal solid waste materials and disposal of said waste at an approved landfill or waste transfer station. The Services shall not include the collection, disposal, or recycling of any Excluded Waste, as described below:

Excluded or Special waste: Company will not be responsible for the pickup of the following items: electronics, tube TV's, tires, liquid paints (dried paints allowed), oils, batteries, construction materials, (excess debris resulting from construction, rehab, remodeling or demolition of building materials), any other material not expressly included within the scope of this Agreement including, but not limited to , any material that is hazardous, radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, biohazardous, toxic or listed as characteristic hazardous waste as defined by applicable law or any otherwise regulated waste that will not be accepted at the landfill.

Company reserves the right to make the final determination on whether or not an item will be picked up for disposal.

Bulk Items: Bulk waste, appliances, large metal items, et., will be collected as a call in service. Each residence will be allowed up to 8 large or bulk item pickups per year. Additional pickups will require an additional cost of \$50 per pickup. Appliances and metal items are not subject to the 8 item per year limit. Company shall have sole discretion on the limits of bulk item limits and the enforcement of said limits.

Village residents requiring bulk item pickup shall contact Company at 618-322-7506 for scheduling.

Yard Waste: Village and Company have agreed that Company will provide every other week pickup of yard waste materials to be hauled to and disposed of at the Village Yard Waste Dump, located near the Sewer lagoon. If at any time during the term of this contract the ability to dispose of yard waste at the sewer lagoon location is terminated, Company shall no longer provide this service.

Residents will be provided 1 – 96 gallon toter for yard waste. Yard waste shall be limited to the 1 – 96 gallon toter and up to 2 additional kraft paper yard waste bags, and piles of loose branches/limbs no larger than 6 feet in length in amounts not to exceed a pickup truck bed load. Additional 96 gallon toters may be requested for the additional fee of \$9. Just as with solid waste, individual customers who routinely exceed the limit of yard waste will be

delivered an additional 96 gallon toter and will be charged the additional fee. Routine exceedance is defined as exceeding the limit more than 6 times in any given 12 month period.

Vacation and Medical need pickups: Citizens with medical or physical disabilities that prevent them from moving the toter carts may contact the Company for “front door service.” In these cases, Company will retrieve the toter from the “front door” of the residence, discard the waste and return the toter to prior location. These services should be scheduled and arranged with the Company by calling 618-322-7506.

Citizens going on vacation may also schedule “front door service” by contacting Company at least 48 hours before the regularly scheduled pickup.

Toters must be visible from the curb.

Collection times and delays: Collections will not begin before 5 am and will end before 7 pm.

If delays in service are necessary due to weather, safety issues, equipment failures, etc, service will resume the next day, or as soon as possible. Any delays will be communicated to the Village by the Company. If collections need to be extended for any reason beyond the hours listed, Company will obtain permission from the Village before performing services outside the defined service times.

If a holiday is observed on a collection day, service will be delayed to the next calendar day. A holiday schedule will be provided to the Village each calendar year.

Change in Law Adjustments: Company may increase the rates for Services as a result of increases in costs incurred by Company due to (a) any third party or municipal hauling company or disposal or recycling facility being used; (b) changes in local, state, federal or international; rules, ordinances, or regulations; (c) changes in taxes, fees, or other governmental charges (other than income or real property taxes); (d) uncontrollable prolonged operational changes (i.e., a major bridge closure); € increased fuel costs; and (f) changes in costs due to a Force Majeure Event. Any of the foregoing cost of adjustments shall be retroactive to the effective date of such increase or change in cost.

Service Suspension:

Suspension at Direction of Village: If the Village wishes to suspend or discontinue Services to a Customer for any reason, The Village shall send Company a written notice (email is acceptable as long as its receipt is acknowledged by Company) identifying the Customer’s address and the date the service should be suspended or discontinued. In the event of Service suspension, the Village shall provide additional email notification to Company if/when it wishes to reactivate the suspended Services. Upon receipt of a notice of reactivation, Company shall resume the Services on the next regularly scheduled

collection day. The Village shall indemnify, defend, and hold Company harmless from any claims, suits, damages, liabilities or expenses (including but not limited to expenses of investigation and attorney's fee) resulting from the suspension of any Services at the direction of the Village.

Compliance with Laws: Company warrants that the Service will be performed in a good, safe and workmanlike manner, and in compliance with all applicable federal, state, provincial and local laws, rules, regulations, and permit conditions relating to the Services, including without limitation any applicable requirements relating to protection of human health, safety, or the environment ("**Applicable Law**"). In the event any provision of this Agreement conflicts with an existing ordinance of the Village, this Agreement shall control, and Company shall not be fined, punished or otherwise sanctioned under such ordinance. Company reserves the right to decline to perform Services, which, in its judgment, it cannot perform in a lawful manner or without risk of harm to human health, safety or the environment.

Excluded Waste: If excluded waste is discovered before it is collected by the Company, Company may refuse to collect the entire waste container that contains the Excluded Waste. In such situations, Company shall contact the Village, and the Village shall promptly undertake appropriate action to ensure that such Excluded Waste is removed and properly disposed of by the depositor or generator of the Excluded Waste.

In the event Excluded Waste is present but not discovered until after it has been collected by Company, Company may, in its sole discretion, remove, transport, and dispose of such Excluded Waste at a facility authorized to accept such Excluded Waste in accordance with Applicable Law and, in Company's sole discretion, charge the Village, depositor or generator of such Excluded Waste for all direct and indirect costs incurred due to the removal, remediation, handling, transportation, delivery and disposal of such Excluded waste. The Village shall provide all reasonable assistance to Company to conduct an investigation to determine the identity of the depositor or generator of the Excluded Waste and to collect the costs incurred by Company in connection with such Excluded Waste. Subject to the Village's providing for any such costs incurred by Company in connection with such Excluded waste, except to the extent that such Excluded Waste is determined to be attributed to the Village.

Equipment: Any equipment that Company furnishes or uses to perform the Services under this agreement shall remain Company property. The Village shall be liable for all loss or damage to such equipment, except for normal wear and tear, or loss or damage resulting from Company's handling of the equipment. Village and Customers shall use the equipment only for its proper and intended purpose and shall not overload (by weight or volume), move, or alter the equipment. The Village or Customer, as applicable, shall fully reimburse Company for any and all claims resulting from personal injuries or death, or the loss of or damage to property (including the equipment) arising out of the use, operation, or

possession of the equipment by the Village or the Customers. If the equipment and/or waste Material is not accessible so that the regularly scheduled pick up cannot be made, such Waste Material will not be collected until the next regularly scheduled pick-up, unless the Customer calls Company and requests an extra pick-up, in which case an extra service charge will apply. Company shall not be responsible for any damages to any property located adjacent to the collection receptacle, nor to any pavement, curbing, or driving surfaces resulting from Company's providing the Services.

Miscellaneous: Waste Material pick-up will be collected on Mondays. Yard Waste Material will be collected on Tuesdays through December and every other Tuesday until Spring.

The monthly fee for Waste and Yard pick-up will be \$24.