



Agenda Item Executive Summary

AGENDA ITEM: Waste Hauler Contract Extension BOARD OR COMMITTEE: Board

BUDGET IMPACT

Amount N/A Budgeted N/A

Fund: N/A Corresponding Activity Measure: N/A

EXECUTIVE SUMMARY

The Village's most recent contract with Groot Industries for refuse, recycling and yard waste collection is set to expire on December 31, 2024. At the May 21st Committee of the Whole meeting, staff included a memo outlining a negotiated proposal for a five-year extension to our current agreement with Groot.

The agreement includes a no price increase for the first year, with seniors receiving a freeze for two years. The following years will incrementally rise by 3.5% annually and yard waste stickers will remain \$2.00 for the life of the contract.

Given market conditions an assessment of neighboring communities, and the minimal complaint volume, which is promptly addressed, staff recommend a five-year extension with Groot.

ATTACHMENTS (PLEASE LIST)

Staff Memo Dated 5.28.2024

Resolution

Agreement

RELATIONSHIP TO STRATEGIC PLAN GOAL

Strategic Plan Goal: Continue to enhance and improve efficiency of service delivery methods & approaches.

Short Term (1-3 Years): Routine Complex

Long Term (3-5 Years): Routine Complex

ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion

MOTION: I Move to Approve Resolution 2024-_____ A Resolution Approving the Second Amendment and Extension to the Agreement Between the Village of Bartlett and Groot, Inc.

Staff: Samuel Hughes, Sr. Management Analyst

Date: May 28, 2024

Memorandum

To: Paula Schumacher, Village Administrator
From: Samuel Hughes, Senior Management Analyst
Date: May 28, 2024
Re: Waste Hauler Contract Extension

The Village's most recent contract with Groot Industries for refuse, recycling and yard waste collection is set to expire on December 31, 2024. At the May 21st Committee of the Whole meeting, staff included a memo outlining a negotiated proposal for a five-year extension to our current agreement with Groot. The agreement attached specifies the additional special events which Groot will supply refuse containers, dumpsters, portable toilets and hand wash stations for. The 4th of July and National Night out were previously included in the contract and this formalizes the additional events Groot has been assisting with.

The agreement is the same as the proposed rates at the previous Committee of the Whole meeting which includes a no price increase for the first year, with seniors receiving a freeze for two years. The following years will incrementally rise by 3.5% annually and yard waste stickers will remain \$2.00 for the life of the contract. Groot will continue to provide weekly bundled brush collection and electronics recycling at no additional cost.

Given market conditions an assessment of neighboring communities, and the minimal complaint volume, which is promptly addressed, staff recommend a five-year extension with Groot.

Motion

I Move to Approve Resolution 2024-_____ A Resolution Approving the Second Amendment and Extension to the Agreement Between the Village of Bartlett and Groot, Inc.

RESOLUTION 2024 - _____

**A RESOLUTION APPROVING THE SECOND AMENDMENT AND EXTENSION TO
THE AGREEMENT BETWEEN THE VILLAGE OF BARTLETT AND GROOT, INC.**

BE IT RESOLVED by the President and Board of Trustees of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, pursuant to its home rule authority, as follows:

SECTION ONE: **APPROVAL.** The Second Amendment and Extension of the Contract for the Exclusive Franchise for Residential Refuse, Recycling Materials, Yard Waster, and E-Recycling Collection and Disposal Services between the Village of Bartlett and Groot, Inc., (the "Second Amendment"), a copy of which is appended hereto and expressly incorporated herein by this reference, is hereby approved.

SECTION TWO: **AUTHORIZATION.** The Village President is hereby authorized and directed to sign the Second Amendment on behalf of the Village of Bartlett.

SECTION THREE: **SEVERABILITY.** The various provisions of this Resolution are to be considered as severable, and of any part or portion of this Resolution shall be held invalid by any Court of competent jurisdiction, such decision shall not affect the validity of the remaining provisions of this Resolution.

SECTION FOUR: **REPEAL OF PRIOR RESOLUTIONS.** All prior Ordinances and Resolutions in conflict or inconsistent herewith are hereby expressly repealed only to the extent of such conflict or inconsistency.

SECTION FIVE: **EFFECTIVE DATE.** This Resolution shall be in full force and effect upon passage and approval.

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED:

APPROVED:

Kevin Wallace, Village President

ATTEST:

Lorna Gilles, Village Clerk

CERTIFICATION

I, the undersigned, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Resolution 2024 - _____ enacted on June 4, 2024, and approved on June 4, 2024, as the same appears from the official records of the Village of Bartlett.

Lorna Gilles, Village Clerk

**SECOND AMENDMENT AND EXTENSION OF THE CONTRACT FOR THE
EXCLUSIVE FRANCHISE FOR RESIDENTIAL REFUSE, RECYCLING MATERIALS,
YARD WASTE AND E-RECYCLING COLLECTION AND DISPOSAL SERVICES
BETWEEN THE VILLAGE OF BARTLETT AND GROOT, INC.**

THIS SECOND AMENDMENT AND EXTENSION dated as of June 4, 2024 (this "**Second Amendment**") to the Contract for the Exclusive Franchise for Residential Refuse, Recyclable Materials, Yard Waste and E-Recycling Collection and Disposal Services in the Village of Bartlett dated October 17, 2017 (the "**Original Contract**") is made by and between the Village of Bartlett, a home rule municipal corporation of Cook, DuPage and Kane Counties, Illinois (the "**Village**"), and Groot Industries, Inc. of Elk Grove Village, IL n/k/a Groot, Inc., an Illinois corporation (the "**Contractor**")

RECITALS:

WHEREAS, the Original Contract had an initial contract term that expires on December 31, 2022, but provided for a two year renewal term if mutually acceptable terms for the renewal are agreed to by the parties; and

WHEREAS, the Village and the Contractor entered into an Amendment and Extension to the Original Contract dated as of June 21, 2022, that extended the term of the Original Contract for a period of two (2) years ("**First Amendment**"); and

WHEREAS, the parties have come to mutually acceptable terms to extend the Original Contract for an additional five (5) years, along with certain amendments to the Original Contract; and

NOW, THEREFORE, in consideration of the mutual promises and undertakings herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby irrevocably acknowledged by the parties hereto, it is hereby mutually agreed by and between the parties hereto as follows:

1. **Amendment to Section 3 of the Original Contract.** Section 3 of the Original Contract entitled "Term of Contract" is hereby deleted in its entirety and replaced with the following:

"3.0 Term of Contract. The term of this Contract shall be for five (5) years, commencing on January 1, 2025, and ending on December 31, 2029, unless terminated at an earlier date by either party by 120 days prior written notice to the other party as to the effective date of termination by certified mail, return receipt requested."

2. **Amendment to Section 5.12.4 of the Original Contract.** Section 5.12.4 of the Original Contract, entitled "Special Events," is hereby deleted in its entirety and replaced with the following:

"5.12.4 Special Events. The Contractor shall provide the necessary services to special events listed below. These services will include refuse and recycling services as well as providing a sufficient number of portable rest room facilities, including ADA accessible rest rooms as needed, and hand washing stations, at no charge to the Village. The minimum number of portable toilets, hand washing stations and dumpsters for each event will be as follows:

- a) Smoke and Irons
 - 1. 12 portable toilets
 - 2. 2 portable ADA accessible toilets
 - 3. 4 hand wash stations
 - 4. 1 thirty-yard roll-off dumpster
 - 5. 30 event boxes
- b) Merry and Bright
 - 1. 5 portable toilets
 - 2. 2 portable ADA accessible toilets
 - 3. 2 hand wash stations
 - 4. 1 5-yard roll-off dumpster
 - 5. 10 hard sided containers
- c) Oktoberfest
 - 1. 11 portable toilets
 - 2. 2 portable ADA accessible toilets
 - 3. 3 hand wash stations
 - 4. 1 thirty-yard roll-off dumpster
 - 5. 30 event boxes
- d) Community Garden
 - 1. 2 garbage cans
- e) 4th of July Festival
 - 1. 28 portable toilets
 - 2. 4 portable ADA accessible toilets
 - 3. 17 hand wash stations
 - 4. 5 twenty-yard roll-off dumpsters
 - 5. 50 event boxes
- f) National Night Out
 - 1. 6 portable toilets
 - 2. 1 portable ADA accessible toilet
 - 3. 2 hand wash stations
 - 4. 1 twenty-yard roll-off dumpster
 - 5. 25 hard sided containers."

3. Amendment to Section 6.0 of the Original Contract. Section 6.0 of the Original Contract, entitled "Contractor Compensation" is hereby deleted in its entirety and replaced with the following:

6.0 Contractor Compensation. During the period January 1, 2025, through December 31, 2029, the Contractor shall receive compensation for providing the Services as follows:”

4. **Amendment to Section 6.1 of the Original Contract**. That Section 6.1 of the Original Contract, entitled “Rates” is hereby deleted in its entirety and replaced with the following:

“6.1 Rates: The Contractor agrees to provide, for the which begins January 1, 2025, and ends December 31, 2029, unless sooner terminated by either party on not less than 120 days prior written notice to the other party, the once-a-week residential refuse, recycling, yard waste, brush collection and e-recycling collection and the other services as provided in Section 5 of the Original Contract. All charges for services will be billed quarterly to the residents at the following rates:

Single Family Curbside	1/1/2025 through 12/31/25	\$22.27
	1/1/2026 through 12/31/26	\$23.05
	1/1/2027 through 12/31/27	\$23.86
	1/1/2028 through 12/31/28	\$24.69
	1/1/2029 through 12/31/29	\$25.56
Single Family Curbside Senior Citizen	1/1/2025 through 12/31/25	\$20.04
	1/1/2026 through 12/31/26	\$20.04
	1/1/2027 through 12/31/27	\$20.74
	1/1/2028 through 12/31/28	\$21.47
	1/1/2029 through 12/31/29	\$22.22
Multi-Family Curbside	1/1/2025 through 12/31/25	\$20.04
	1/1/2026 through 12/31/26	\$20.74
	1/1/2027 through 12/31/27	\$21.47
	1/1/2028 through 12/31/28	\$22.22
	1/1/2029 through 12/31/29	\$23.00
Multi-Family Curbside Senior Citizen	1/1/2025 through 12/31/25	\$18.26
	1/1/2026 through 12/31/26	\$18.26
	1/1/2027 through 12/31/27	\$18.90
	1/1/2028 through 12/31/28	\$19.56
	1/1/2029 through 12/31/29	\$20.25
Multi-Family Centralized	1/1/2025 through 12/31/25	\$15.31
	1/1/2026 through 12/31/26	\$15.85
	1/1/2027 through 12/31/27	\$16.40
	1/1/2028 through 12/31/28	\$16.97
	1/1/2029 through 12/31/29	\$17.57

Multi-Family Centralized	1/1/2025 through 12/31/25 \$13.78
Senior Citizen	1/1/2026 through 12/31/26 \$13.78
	1/1/2027 through 12/31/27 \$14.26
	1/1/2028 through 12/31/28 \$14.76
	1/1/2029 through 12/31/29 \$15.28
Yard Waste Sticker Per Sticker	1/1/2025 through 12/31/29 \$2.00
Toter Exchange Fee	1/1/2025 through 12/31/29 \$36.05”

5. Amendment to Section 6.1.2 of the Original Contract. Section 6.1.2 of the Original Contract, which was added by the First Amendment, is hereby deleted in its entirety and replaced with the following:

“6.1.2. Rates. Intentionally omitted.”

6. Amendment to Section 11 of Addendum #1 to the Original Contract. Section 11 of Addendum #1 to the Original Contract is hereby deleted in its entirety and replaced with the following:

“11. 6.0 Brush Collection Rates: The monthly fee for brush collection services is included within the overall rates provided for under Section 6.1 of this Agreement.”

7. Continuing Effect. All other terms and conditions set forth in the Original Contract, including the terms and conditions in Addendum #1 and the First Amendment, except as expressly modified by this Second Amendment, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have duly executed this instrument as of the day and year first above written.

VILLAGE OF BARTLETT

GROOT, INC.

By: _____
Kevin Wallace, Village President

By: _____

Attest:

Attest:

Lorna Giless, Village Clerk
