



# Agenda Item Executive Summary

Item Name Groot Industries Contract Extension Committee or Board Board

## BUDGET IMPACT

Amount:	N/A	Budgeted	N/A
List what fund	N/A		

## EXECUTIVE SUMMARY

Attached is an agreement with Groot Industries for a 2-year extension for waste hauler services. The extension would keep prices stable in the first year of the extension and increase 3% in the second year. Additionally, yard waste stickers would decrease from \$3.50 currently to \$2.00 each, for both years of the extension. All other services would remain as they currently are.

## ATTACHMENTS (PLEASE LIST)

Staff memo dated 06/13/2022  
Resolution  
Extension Agreement

## ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion:

**MOTION:** I Move to Approve Resolution 2022-\_\_\_\_ A Resolution Approving of the Amendment and Extension of the Contract for the Exclusive Franchise for Residential Refuse, Recyclable Materials, Yard Waste and E-Recycling Collection and Disposal Services between the Village of Bartlett and Groot Inc.

Staff: Scott Skrycki, Assistant Village Administrator Date: 06/13/2022  
Samuel Hughes, Sr. Management Analyst 06/13/2022

# Memorandum

**To:** Paula Schumacher, Village Administrator  
**From:** Scott Skrycki, Assistant Village Administrator  
Samuel Hughes, Sr. Management Analyst  
**Date:** 6/13/2022  
**Re:** Groot Industries Two Year Extension

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The Village's five (5) year agreement with Groot Industries for refuse, recycling and yard waste collection is due to expire on December 31, 2022. Before you tonight is an extension to that contract for a period of two (2) years. The extension would keep rates flat in 2023 and increase 3% in 2024 with yard waste stickers remaining at \$2.00 both years of the extension. In this extension, Groot would still collect weekly unlimited bundled brush and perform electronics recycling as well.

When this contract is nearing completion, the village and Groot can agree to extend the contract for a period up to five (5) years if both parties can come to mutually agreeable terms. Below is a copy of the rates for this two (2) year extension.

	2023	2024
Single Family Curbside	\$ 21.62	\$ 22.27
Single Family Curbside- Senior Citizen	\$ 19.57	\$ 20.16
Multi-Family Curbside	\$ 19.57	\$ 20.16
Multi-Family Curbside-Senior Citizen	\$ 17.73	\$ 18.26
Multi-Family Centralized	\$ 14.86	\$ 15.31
Multi-Family Centralized- Senior Citizen	\$ 13.44	\$ 13.84
yard Waste Sticker	\$ 2.00	\$ 2.00

**Motion:**

I Move to Approve Resolution 2022-\_\_\_\_ A Resolution Approving of the Amendment and Extension of the Contract for the Exclusive Franchise for Residential Refuse, Recyclable Materials, Yard Waste and E-Recycling Collection and Disposal Services between the Village of Bartlett and Groot Inc.

**RESOLUTION 2022 - \_\_\_\_\_**

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

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**BE IT RESOLVED** by the President and Board of Trustees of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, as follows:

**SECTION ONE:** The Amendment and Extension of 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 as of June 21, 2022, between the Village of Bartlett and Groot, Inc. (the "Amendment"), a copy of which is appended hereto and expressly incorporated herein by this reference, is hereby approved, subject to such minor modifications as may be approved by the Village Attorney.

**SECTION TWO:** That the Village President and the Village Clerk are hereby authorized and directed to sign and attest, respectively, the 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: June 21, 2022

APPROVED: June 21, 2022

\_\_\_\_\_  
Kevin Wallace, Village President

ATTEST:

\_\_\_\_\_  
Lorna Giless, 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 2022 - \_\_\_\_\_ enacted on June 21, 2022, and approved on June 21, 2022, as the same appears from the official records of the Village of Bartlett.

\_\_\_\_\_  
Lorna Giless, Village Clerk

**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.**

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**THIS AMENDMENT AND EXTENSION** dated as of June 21, 2022 (this “Amendment and Extension”) 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”) 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 has an initial contract term that expires on December 31, 2022, but provides that it may be extended for a two year renewal term if mutually acceptable terms for the renewal are agreed to by the parties; and

**WHEREAS**, the parties have come to mutually acceptable terms for a two year extension and renewal of the Original Contract; and

**WHEREAS**, the parties desire to amend the Original Contract for the two year extension to the Original Contract upon the following mutually agreed upon terms and conditions set forth in this Amendment and Extension;

**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. That Section 3.2 of the Original Contract entitled “**Renewal Term**” is hereby deleted and the same is hereby amended and replaced with the following:

“3.2 **Renewal Term**. The term of the Original Contract is hereby renewed and extended for a two year term beginning January 1, 2023 and ending December 31, 2024 upon the mutually acceptable and agreed upon terms as set forth in this Amendment and Extension (the “First Renewal Term”) unless terminated at an earlier date by either party by written notice (not less than 120 days prior written notice) to the other party as to the effective date of termination by certified mail, return receipt requested.

2. That Section 3.0 of the Original Contract is hereby amended to add new Section 3.3 as follows:

“3.3 Additional Renewal Term. Not later than six (6) months prior to the expiration of the First Renewal Term as defined in this Amendment and Extension, the Contractor may submit a proposal for the renewal of the franchise contract for an additional five (5) year renewal term (1/1/2025 through 12/31/29) on terms proposed by the Contractor. If the Village and the Contractor are unable to agree on mutually acceptable terms for such five year additional renewal term, the Village shall be free to solicit bids or requests for proposals from other contractors for a new exclusive franchise contract and the Contractor shall be free to bid for such contract or submit its proposal, as the case may be.”

3. That Section 6.0 of the Original Contract entitled “Contractor Compensation” and Section 12 of Addendum #1 to the Original Contract entitled “6.1 Rates” shall be amended to add new subsection 6.1.2 to the Original Contract, and new subsection 6.1.2 under Section 12. 6.1 Rates, of Addendum #1, as follows:

“6.1.2 Rates: The Contractor agrees to provide, for the First Renewal Term which begins January 1, 2023 and ends December 31, 2024, 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 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	1/1/2023 through 12/31/23 \$21.62
	1/1/2024 through 12/31/24 \$22.27
Single Family Curbside	1/1/2023 through 12/31/23 \$19.57
Senior Citizen	1/1/2024 through 12/31/24 \$20.16
Multi-Family Curbside	1/1/2023 through 12/31/23 \$19.57
	1/1/2024 through 12/31/24 \$20.16
Multi-Family Curbside	1/1/2023 through 12/31/23 \$17.73
Senior Citizen	1/1/2024 through 12/31/24 \$18.26
Multi-Family Centralized	1/1/2023 through 12/31/23 \$14.86
	1/1/2024 through 12/31/24 \$15.31
Multi-Family Centralized	1/1/2023 through 12/31/23 \$13.44
Senior Citizen	1/1/2024 through 12/31/24 \$13.84
Yard Waste Sticker	1/1/2023 through 12/31/23 \$2.00
Per Sticker	1/1/2024 through 12/31/24 \$2.00

Toter Exchange Fee            1/1/2023 through 12/31/23 \$35.00  
    1/1/2024 through 12/31/24 \$36.05

4. Section 11 of Addendum #1 to the Original Contract entitled “6.1 **Brush Collection Rates**” is hereby amended to add the following unit prices for the First Renewal Term:

“11. **6.0 Brush Collection Rates:** The chart below identifies the monthly fee residents in single family and multi-family non-centralized units will pay for brush collection services. All units that fall under these categories will be charged the fee for all 12 months of the year for this service.

Service Type	Unit of Measure	Unit Price Effective 1/1/2023	Unit Price Effective 1/1/2024
Single Family	Per Month	\$0.53	\$0.55
Multi-Family	Per Month	\$0.53	\$0.55

5. All other terms and conditions set forth in the Original Contract including the terms and conditions in Addendum #1, except as expressly modified by this Amendment and Extension, shall remain in full force and effect throughout the First Renewal Term.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed in two (2) original counterparts, as of the day and year first written above.

VILLAGE OF BARTLETT

GROOT, INC.

By: \_\_\_\_\_  
       Kevin Wallace, Village President

By: \_\_\_\_\_  
       Kiel Pennington, Division Vice-President

Attest:

Attest:

\_\_\_\_\_  
 Lorna Giles, Village Clerk

\_\_\_\_\_  
 Josh Molnar, Municipal Manager