

**PUBLISHED IN PAMPHLET FORM THE FOLLOWING:**

**ORDINANCE NO. 4038**

**TITLED:**

**An Ordinance of the Village of Villa Park, DuPage County, Illinois, Approving the First Amendment and Extension to the Contract for Garbage, Brush, Landscape Waste and Recyclable Material Collection Service with Roy Strom Refuse Removal Service, Inc.**

**HOSANNA KORYNECKY  
VILLAGE CLERK  
VILLAGE OF VILLA PARK**



**Ordinance No. 4038**

**AN ORDINANCE APPROVING THE FIRST AMENDMENT AND EXTENSION TO THE CONTRACT FOR GARBAGE, BRUSH, LANDSCAPE WASTE AND RECYCLABLE MATERIAL COLLECTION SERVICE WITH ROY STROM REFUSE REMOVAL SERVICE, INC.**

**WHEREAS**, the Village of Villa Park (the “*Village*”) is a duly organized and validly existing non home-rule municipality created in accordance with the Constitution of the State of Illinois of 1970 and the laws of the State; and,

**WHEREAS**, the Village and Roy Strom Refuse Removal Service, Inc. (“Contractor”) entered into an agreement entitled, *CONTRACT FOR GARBAGE, BRUSH, LANDSCAPE WASTE AND RECYCLABLE MATERIAL COLLECTION SERVICE* (the “Original Contract”) dated September 23, 2013 with a five year term; and,

**WHEREAS**, the Original Contract provided in paragraph 1(b) that the Village shall have the right to extend the term of the contract for an additional five year term from July 1, 2018 through June 30, 2023 upon terms mutually agreed upon; and,

**WHEREAS**, the Village staff and the Contractor have discussed the terms of an extension of the existing contract and have come to agreement on the terms of an extended contract; and,

**WHEREAS**, the President and Board of Trustees have reviewed those terms and find that an extension of the Original Contract by this First Amendment is in the best interest of the Village.

**NOW, THEREFORE, BE IT ORDAINED** by the President and Board of Trustees of the Village of Villa Park, DuPage County, Illinois, as follows:

**Section 1:** That the contract entitled, *FIRST AMENDMENT AND EXTENSION TO THE CONTRACT FOR GARBAGE, BRUSH, LANDSCAPE WASTE AND RECYCLABLE MATERIAL COLLECTION SERVICE WITH ROY STROM REFUSE REMOVAL SERVICE, INC.* attached hereto as Exhibit A, be and is hereby approved and the Village President and Village Clerk are hereby authorized to execute and attest said First Amendment.

**Section 2:** This Ordinance shall be in full force and effect upon its passage, approval, and publication as provided by law.

Passed this 11th day of June, 2018.

Ordinance No.: 4038

AYES: 7

NAYS: 0

ABSENT: 0

Approved this 11th day of June, 2018.

*Albert Butthous*

Village President

Attest:

*Josanna Kopycky*

Village Clerk

Published in pamphlet form:

June 11, 2018



**FIRST AMENDMENT AND EXTENSION TO THE CONTRACT FOR  
GARBAGE, BRUSH, LANDSCAPE WASTE AND RECYCLABLE  
MATERIAL COLLECTION SERVICE WITH  
ROY STROM REFUSE REMOVAL SERVICE, INC.**

**THIS FIRST AMENDMENT** (the “First Amendment”) made this 11th day of June, 2018, by and between the Village of Villa Park, an Illinois municipal corporation hereinafter called the “Village” and Roy Strom Refuse Collection Service, Inc., located at 1201 Greenwood, Maywood, Illinois, 60153, hereinafter called the “Contractor”.

**WITNESSETH:**

**WHEREAS**, the Village and Contractor entered into an agreement entitled, *CONTRACT FOR GARBAGE, BRUSH, LANDSCAPE WASTE AND RECYCLABLE MATERIAL COLLECTION SERVICE* ( the “Original Contract”) dated September 23, 2013 with a five year term; and,

**WHEREAS**, the Original Contract provided in paragraph 1(b) that the Village shall have the right to extend the term of the contract for an additional five year term from July 1, 2018 through June 30, 2023 upon terms mutually agreed upon; and,

**WHEREAS**, the Village staff and the Contractor have discussed the terms of an extension of the existing contract and have come to agreement on the terms of an extended contract; and,

**WHEREAS**, the President and Board of Trustees have reviewed those terms and find that an extension of the Original Contract by this First Amendment is in the best interests of the Village.

**NOW, THEREFORE**, for and in consideration of their mutual promises and agreements, the parties hereto do hereby agree as follows:

1. That Paragraph 1 of the Original Agreement is amended to read as follows:

“1. Term of Contract. The term of this First Amendment shall be from July 1, 2018 through June 30, 2023.

2. That Paragraph 2 of the Original Agreement is amended by deleting and inserting for the Adjusted Base Rate the rates as shown on Exhibit A, *Villa Park Rate Structure 7/1/2018 – 6/30/2018*.

That the Residential Base Rate is amended by deleting and inserting the rate as shown on Exhibit A, *Villa Park Rate Structure 7/1/2018 – 6/30/2018* of \$19.80.

3. That Paragraph 3(f) of the Original Agreement is amended by deleting and inserting the landscape collection waste sticker rates as shown on Exhibit A, *Villa Park Rate Structure 7/1/2018 – 6/30/2018*.
4. That Paragraph 10 of the Original Agreement is amended by deleting and inserting the residential brush removal rates as shown on Exhibit A, *Villa Park Rate Structure 7/1/2018 – 6/30/2018*.
5. That Paragraph 13 of the Original Agreement is amended by deleting and inserting the compensation for collection of waste tires as shown on Exhibit A, *Villa Park Rate Structure 7/1/2018 – 6/30/2018*.
6. That Paragraph 15 of the Original Agreement is amended by deleting and inserting the compensation for the removal of white goods as shown on Exhibit A, *Villa Park Rate Structure 7/1/2018 – 6/30/2018*.
7. That Paragraph 16 of the Original Agreement is amended by deleting and inserting the compensation for clean-up after natural disasters as shown on Exhibit A, *Villa Park Rate Structure 7/1/2018 – 6/30/2018*.
8. That a new Paragraph 18.1 entitled, Paper Shredding Event, is added to the contract to read as follows:

18.1 Paper Shredding Event. The Contractor shall provide at no cost to the Village or its residents a paper shredding event. The event shall be held at least once each year of this contract at a time, location, and under conditions agreed to between the Village and Contractor. The event will provide free paper shredding to residents on a first come first served basis to help residents dispose of their paper documents securely as well as to educate the public of the importance of data privacy.
9. That a new Paragraph 18.2 entitled, Electronics Recycling, is added to the contract to read as follows:

18.2 Electronics Recycling. The Contractor agrees to support the Village's electronics collection program with a yearly credit of \$10,000.00 to be used by the Village to fund the drop-off electronics' recycling program which shall be received by the Village the first month of each contract year when the program has been held during the prior contract year.
10. That all other terms and conditions of the Original Contract shall remain in full force and effect except as amended by this First Amendment.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this First Amendment as of the day and year first above written:

VILLAGE OF VILLA PARK

By: Albert Buttkes  
Village President

Attest:

Isabella Krupsky  
Village Clerk

CONTRACTOR:

By: George Strom  
George Strom Vice President  
Print Name and Title

Attest:

Kelly Kuechle  
Kelly Kuechle, Executive Assistant  
Print Name and Title

**Villa Park Rate Structure**

7/1/2018 - 6/30/2018

**EXHIBIT A**

**Section 2**

| Year                 | Roy Strom Collection<br>Cost Per Month |
|----------------------|--|
| Now                  | \$19.36                                |
| 7/1/2018 - 6/30/2019 | \$19.80                                |
| 7/1/2019 - 6/30/2020 | \$20.24                                |
| 7/1/2020 - 6/30/2021 | \$20.70                                |
| 7/1/2020 - 6/30/2022 | \$21.16                                |
| 7/1/2022 - 6/30/2023 | \$21.64                                |

**Section 3 (f)**

| Year                 | Cost Per Pre Paid Tag |
|----------------------|-----------------------|
| Now                  | \$2.70                |
| 7/1/2018 - 6/30/2019 | \$2.70                |
| 7/1/2019 - 6/30/2020 | \$2.70                |
| 7/1/2020 - 6/30/2021 | \$2.80                |
| 7/1/2020 - 6/30/2022 | \$2.90                |
| 7/1/2022 - 6/30/2023 | \$3.00                |

**Section 10**

| Year                 | Residential Brush<br>Removal Unit Cost<br>per Month |
|----------------------|---|
| Now                  | \$1,155.00  |
| 7/1/2018 - 6/30/2019 | \$1,155.00  |
| 7/1/2019 - 6/30/2020 | \$1,155.00  |
| 7/1/2020 - 6/30/2021 | \$1,155.00  |
| 7/1/2020 - 6/30/2022 | \$1,155.00  |
| 7/1/2022 - 6/30/2023 | \$1,155.00  |

**Section 13**

| Year                 | Waste Tires |
|----------------------|-------------|
| Now                  | \$5.70      |
| 7/1/2018 - 6/30/2019 | \$5.70      |
| 7/1/2019 - 6/30/2020 | \$5.70      |
| 7/1/2020 - 6/30/2021 | \$5.70      |
| 7/1/2020 - 6/30/2022 | \$5.70      |
| 7/1/2022 - 6/30/2023 | \$5.70      |



Section 15

| Year                 | White Goods |
|----------------------|-------------|
| Now                  | \$37.00     |
| 7/1/2018 - 6/30/2019 | \$37.00     |
| 7/1/2019 - 6/30/2020 | \$37.00     |
| 7/1/2020 - 6/30/2021 | \$37.00     |
| 7/1/2020 - 6/30/2022 | \$37.00     |
| 7/1/2022 - 6/30/2023 | \$37.00     |

Section 16

| Year                 | One Employee and One Truck per Hour | Additional Employee | Disposal per Ton |
|----------------------|-------------------------------------|---------------------|------------------|
| Now                  | \$155.00                            | \$71.00             | \$49.50          |
| 7/1/2018 - 6/30/2019 | \$155.00                            | \$71.00             | \$49.50          |
| 7/1/2019 - 6/30/2020 | \$155.00                            | \$71.00             | \$49.50          |
| 7/1/2020 - 6/30/2021 | \$155.00                            | \$71.00             | \$49.50          |
| 7/1/2020 - 6/30/2022 | \$155.00                            | \$71.00             | \$49.50          |
| 7/1/2022 - 6/30/2023 | \$155.00                            | \$71.00             | \$49.50          |

**Additional Agreement Benefits**

Roy Strom will provide yearly a confidential paper shredding event

Roy Strom will provide yearly credit of \$10,000 to be used for electronics recycling