

**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 ten-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 11 of Addendum #1 to the Original Contract.

That “6.1 Brush Collection Rates” is hereby amended to add the following unit prices for the Second 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	Units of Measure	Unit Price 2025	Unit Price 2026	Unit Price 2027	Unit Price 2028	Unit Price 2029
Single Family	Per Month	.55	.57	.59	.61	.63
Single Family - Senior	Per Month	.55	.55	.57	.59	.61
Multi-Family	Per Month	.55	.57	.59	.61	.63
Multi-Family-Senior	Per Month	.55	.55	.57	.59	.61

6. 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 Gilles, Village Clerk
