

RESOLUTION NUMBER 08-19

**A RESOLUTION OF THE VILLAGE OF EAST DUNDEE,
COOK AND KANE COUNTIES, ILLINOIS, APPROVING A SECOND AMENDMENT
TO THE CONTRACT FOR UNLIMITED RESIDENTIAL REFUSE, RECYCLING
AND YARD WASTE COLLECTION SERVICE WITH FLOOD BROTHERS
AND THE VILLAGE OF EAST DUNDEE**

WHEREAS, the Village of East Dundee (“Village”) is a home rule unit of local government pursuant to Section 6 of Article VII of the Constitution of the State of Illinois, and has the authority to exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, on August 20, 2012, the Village President and Board of Trustees approved Resolution 29-12, entitled “Resolution Approving A Contract For Unlimited Residential Refuse, Recycling, And Yard Waste Collection Service With Flood Brothers And The Village Of East Dundee For Waste Services To Commence October 1st, 2012 And Terminating On September 30th, 2016” (“Resolution 29-12”); and

WHEREAS, Resolution 29-12 approved a “Contract For Unlimited Residential Refuse, Recycling And Yard Waste Collection Service With Flood Brothers And The Village Of East Dundee For Waste Services To Commence October 1st, 2012 And Terminating On September 30th, 2016” (“Agreement”) by and between the Village and Flood Bros Disposal Co. (“Flood Brothers”); and

WHEREAS, on June 20, 2016, the Village President and Board of Trustees approved Resolution 16-16, entitled “A Resolution Of The Village Of East Dundee, Illinois Approving A Contract Extension With Flood Brothers For Residential Refuse, Recycling And Yard Waste Collection Service” (“Resolution 16-16”); and

WHEREAS, Resolution 16-16 approved “Contract Extension For Garbage, Refuse, Recycling And Yard Waste Collection” (“First Amendment”); and

WHEREAS, the Village and Flood Brothers desire to further amend the Agreement, as amended by the First Amendment, to extend its term to September 30, 2025, and to obtain more favorable pricing for Village residents, among other things; and

WHEREAS, it is deemed necessary and desirable for the Village to approve and enter into an amendment to the Agreement, as amended by the First Amendment, as set forth in the “Second Amendment To The Contract For Unlimited Residential Refuse, Recycling And Yard Waste Collection Service With Flood Brothers And The Village Of East Dundee,” attached hereto as **Exhibit A** and made a part hereof (“Second Amendment”);

NOW THEREFORE BE IT RESOLVED BY THE VILLAGE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF EAST DUNDEE, COOK AND KANE COUNTIES, ILLINOIS, AS FOLLOWS:

SECTION 1: Incorporation. That each Whereas paragraph above is incorporated by reference into this Section and made a part hereof as material and operative provisions of this Resolution.

SECTION 2: Approval. That the Village President and Board of Trustees authorize and approve the Second Amendment. The Village President and Village Clerk are authorized and directed to execute the Second Amendment, and the Village President, Village Administrator and Village Clerk are authorized to execute such other documents as are necessary to fulfill the Village's obligations under the Second Amendment.

SECTION 3: Severability. That if any Section, paragraph or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such Section, paragraph or provision shall not affect any of the remaining provisions of this Resolution.

SECTION 4: Repeal. That all resolutions, motions or parts thereof in conflict with this Resolution shall be and the same are hereby repealed.

SECTION 5: Publication. That this Resolution shall be in full force and effect forthwith upon its adoption, approval and publication in pamphlet form as provided by law.

ADOPTED this 8th day of April, 2019, pursuant to a roll call vote as follows:

AYES: Trustees Selep, Wood, Hall, Mahony and Andresen

NAYES: Ø

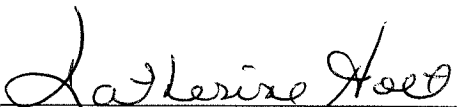
ABSENT: Trustee Lynam

APPROVED by me, this 8th day of April, 2019.



Lael Miller, Village President

ATTEST:



Katherine Holt, Village Clerk

Published in pamphlet form this 9th day of April, 2019, under the authority of the Village President and Board of Trustees.

Recorded in the Village records on April 9, 2019.

EXHIBIT A

**SECOND AMENDMENT TO THE CONTRACT FOR UNLIMITED RESIDENTIAL
REFUSE, RECYCLING AND YARD WASTE COLLECTION SERVICE WITH FLOOD
BROTHERS AND THE VILLAGE OF EAST DUNDEE**

(attached)

**SECOND AMENDMENT TO THE CONTRACT FOR UNLIMITED RESIDENTIAL
REFUSE, RECYCLING AND YARD WASTE COLLECTION SERVICE WITH FLOOD
BROTHERS AND THE VILLAGE OF EAST DUNDEE**

**THIS SECOND AMENDMENT TO THE CONTRACT FOR UNLIMITED
RESIDENTIAL REFUSE, RECYCLING AND YARD WASTE COLLECTION SERVICE
WITH FLOOD BROTHERS AND THE VILLAGE OF EAST DUNDEE** (“Second
Amendment”) is entered into this 8th day of April, 2019 (“Effective Date”), by and
between the Village of East Dundee, Illinois, an Illinois municipal corporation (“Village”),
and Flood Bros Disposal Co., an Illinois corporation (“Contractor”).

PREAMBLES

WHEREAS, the Village and the Contractor entered into a “Contract For Unlimited
Residential Refuse, Recycling And Yard Waste Collection Service With Flood Brothers
And The Village Of East Dundee For Waste Services To Commence October 1st, 2012
And Terminating On September 30th, 2016” on August 20, 2012 (“Agreement”), wherein
the Contractor agreed to provide refuse, recycling and yard waste collection services in
the Village; and

WHEREAS, the Village and the Contractor entered into a “Contract Extension
For Garbage, Refuse, Recycling And Yard Waste Collection” on June 20, 2016 (“First
Amendment”), which, among other things, extended the term of the Agreement from
September 30, 2016 through September 30, 2022; and

WHEREAS, the Village and the Contractor desire to further amend the
Agreement, as amended by the First Amendment, with regard to pricing and term; and

WHEREAS, it is in the best interests of the Village and the Contractor to amend the Agreement, as amended by the First Amendment, on the terms set forth in this Second Amendment;

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants, representations and promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Village and the Contractor, the parties hereto agree as follows:

Section 1. Incorporation of Recitals

The parties agree that all of the recitals contained in the Preambles to this Second Amendment are true and correct and are hereby incorporated into this Second Amendment as though they were fully set forth in this Section 1.

Section 2. Second Amendment to Agreement

The Agreement, as amended by the First Amendment, is hereby amended as follows:

(a) By adding Section 1.C. to the First Amendment, which shall read in its entirety as follows:

The Contractor agrees perform under the Bid Specifications, as amended by the Agreement, the First Amendment and Second Amendment, through September 30, 2025.

(b) By amending Section 2 of the First Amendment to read in its entirety as follows:

The Bid Proposal Form in the Bid is amended to add to the chart of the TOTAL OF UNLIMITED REFUSE, RECYCLING & YARD WASTE THE FOLLOWING:

June 1, 2019 through September 30, 2021	Per Month Charges
95 Gallon Trash Cart	\$19.75
65 Gallon Trash Cart	\$18.75

35 Gallon Trash Cart	\$16.75
35 Gallon Trash Cart – Senior	\$13.75

October 1, 2021 through September 30, 2022 Same Per Month Charges As Above, Increased by CPI*

October 1, 2022 through September 30, 2023 Same Per Month Charges As Above, Increased by CPI*

October 1, 2023 through September 30, 2024 Same Per Month Charges As Above, Increased by CPI*

October 1, 2024 through September 30, 2025 Same Per Month Charges As Above, Increased by CPI*

* The Consumer Price Index (“CPI”) rate shall be the CPI for all urban consumers in the Chicago-Naperville-Elgin, Illinois-Indiana-Wisconsin area for the twelve months before October 1 of the year in question, which rate shall not be less than one and one-half percent (1.5%) and not greater than three percent (3%). Each CPI increase shall be applied to the per month charges then in effect.

June 1, 2019 through September 30, 2025 Per Item

Cart Swap Out Fee	\$10.00*
Additional Cart Rental	\$2.00
Food Compost – April through November	\$4.00
Bulk Items	No Charge
Yard Waste Stickers	No Charge
White Goods	No Charge

* The cart swap out fee will not be charged for cart swap outs requested before December 31, 2019.

Section 3. Continuing Effect

All parts of the Agreement, as amended by the First Amendment, not amended herein shall remain in full force and effect. In the event of any conflict between the terms

of this Second Amendment, the Agreement and the First Amendment, the terms of this Second Amendment shall prevail and control.

Section 4. Effective Date


The Effective Date of this Second Amendment shall be the date on which the last of the parties executes this Second Amendment.

IN WITNESS WHEREOF, the parties hereto have caused this Second Amendment to be executed by their duly authorized officers on the above date at East Dundee, Illinois.

VILLAGE:

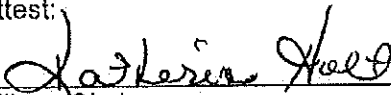
Village of East Dundee, an Illinois municipal corporation

By:



President

Attest:



Village Clerk

CONTRACTOR:

FLOOD BROS DISPOSAL CO.

By:



President

Attest:

