

Dane County Contract Cover Sheet

RES 269
Significant

Dept./Division	Dane County Waste and Renewables
Vendor Name	Badgerland Disposal an LRS Company
Vendor MUNIS #	26189
Brief Contract Title/Description	Amendment No. 2 of Agreement No. 12204, Project No. 314020-Construction & Demolition Waste Recycling Services
Contract Term	12/1/2020-12/31/2030
Total Contract Amount	\$ 3,400,000.00

Contract # <small>Admin will assign</small>	12204B
Addendum	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Type of Contract	
<input type="checkbox"/>	Dane County Contract
<input type="checkbox"/>	Grant
<input type="checkbox"/>	County Lessee
<input type="checkbox"/>	County Lessor
<input type="checkbox"/>	Intergovernmental
<input type="checkbox"/>	Purchase of Property
<input type="checkbox"/>	Property Sale
<input checked="" type="checkbox"/>	Other

Purchasing Authority	<input type="checkbox"/> \$11,000 or under – Best Judgment (1 quote required)		
	<input type="checkbox"/> Between \$11,000 – \$37,000 (\$0 – \$25,000 Public Works) (3 quotes required)		
	<input checked="" type="checkbox"/> Over \$37,000 (\$25,000 Public Works) (Formal RFB/RFP required)	RFB/RFP #	314020
	<input type="checkbox"/> Bid Waiver – \$37,000 or under (\$25,000 or under Public Works)		
	<input type="checkbox"/> Bid Waiver – Over \$37,000 (N/A to Public Works)		
	<input type="checkbox"/> N/A – Grants, Leases, Intergovernmental, Property Purchase/Sale, Other		

MUNIS Req.	Org Code	SWTRANS	Obj Code	22595	Amount	\$ 3,400,000.00
Req #	620	Org Code	Obj Code		Amount	\$
Year	2021	Org Code	Obj Code		Amount	\$

Resolution	A resolution is required if the contract exceeds \$100,000 (\$40,000 Public Works). A copy of the Resolution must be attached to the contract cover sheet.					
	<input type="checkbox"/> Contract does not exceed \$100,000 (\$40,000 Public Works) – a resolution is not required.					
	<input checked="" type="checkbox"/> Contract exceeds \$100,000 (\$40,000 Public Works) – resolution required.				Res #	269
	<input checked="" type="checkbox"/> A copy of the Resolution is attached to the contract cover sheet.				Year	2020

Contract Review/Approvals				
Initials	Dept.	Date In	Date Out	Comments
MG	Received by DOA	11/11/20		
	Controller			approvals from all departments via email attached herein
	Purchasing			
	Corporation Counsel			
	Risk Management			
	County Executive			

Dane County Dept. Contact Info		Vendor Contact Info	
Name	John Welch	Name	Alan T. Handley
Phone #	608-516-4154	Phone #	
Email	welch@countyofdane.com	Email	
Address	1919 Alliant Energy Center Way Madison, WI 53713	Address	265 N. Janesville St. Milton, WI 53563

Certification:	
The attached contract is a:	
<input type="checkbox"/>	Dane County Contract <u>without</u> any modifications.
<input type="checkbox"/>	Dane County Contract <u>with</u> modifications. The modifications have been reviewed by:
<input checked="" type="checkbox"/>	Non-standard contract.

Contract Cover Sheet Signature

Department Approval of Contract		
Dept. Head / Authorized Designee	Signature	Date
	Printed Name	
	John Welch	

Contracts Exceeding \$100,000

Major Contracts Review – DCO Sect. 25.11(3)

Director of Administration	Signature	Date
	<i>Greg Brockmeyer</i>	11/12/20
	Comments	
Corporation Counsel	Signature	Date
	<i>David Gault</i>	11/12/20
	Comments	

Goldade, Michelle

From: Goldade, Michelle
Sent: Thursday, November 12, 2020 8:58 AM
To: Hicklin, Charles; Clow, Carolyn; Gault, David; Lowndes, Daniel; Patten (Purchasing), Peter
Cc: Stavn, Stephanie
Subject: Contract #12204B
Attachments: 12204B.pdf

Tracking:	Recipient	Read	Response
	Hicklin, Charles	Read: 11/12/2020 9:01 AM	Approve: 11/12/2020 9:01 AM
	Clow, Carolyn		Approve: 11/12/2020 9:28 AM
	Gault, David	Read: 11/12/2020 8:58 AM	Approve: 11/12/2020 9:00 AM
	Lowndes, Daniel	Read: 11/12/2020 12:59 PM	Approve: 11/12/2020 12:59 PM
	Patten (Purchasing), Peter		
	Stavn, Stephanie	Read: 11/12/2020 10:00 AM	

Contract #12204B

Department: Waste & Renewables

Vendor: Badgerland Disposal/LRS

Contract Description: Assign Construction & Demolition Waste Recycling Services to Lakeshore Recycling Systems LLC (Res 269)

Contract Term: 12/1/20 – 12/31/2030

Contract Amount: \$3,400,000.00

Please review the contract and indicate using the vote button above if you approve or disapprove of this contract

Michelle Goldade

Administrative Manager

Dane County Department of Administration

Room 425, City-County Building

210 Martin Luther King, Jr. Boulevard

Madison, WI 53703

PH: 608/266-4941

Fax: 608/266-4425

TDD: Call WI Relay 711

1
2
3 AMENDMENT NO. 2 OF AGREEMENT NO. 12204, PROJECT NO. 314020-CURRENT
4 VENDOR LANDFILL REDUCTION & RECYCLING INC. WISHES TO ASSIGN THE
5 AGREEMENT TO NEW VENDOR LAKESHORE RECYCLING SYSTEMS, LLC
6

7 Dane County awarded contract #12204 (“Agreement”) to Landfill Reduction & Recycling
8 Inc. on December 23, 2014 for Construction and Demolition Waste Recycling Services
9 at the Dane County Landfill site.

10
11 Current vendor Landfill Reduction & Recycling Inc. wishes to assign the Agreement to
12 new vendor Lakeshore Recycling Systems, LLC. Lakeshore Recycling Systems and
13 Dane County Waste and Renewables wish to consent to the assignment and amend the
14 original Agreement.

15
16 **NOW, THEREFORE, BE IT RESOLVED** that the County Executive and the County
17 Clerk be authorized and directed to sign the amended Agreement, amended Ground
18 Lease, and amended Equipment Lease; and
19

20 **BE IT FINALLY RESOLVED** that the Department of Waste & Renewables be directed
21 to ensure complete performance of the amended Agreement.
22

COUNTY OF DANE
PURCHASE OF SERVICES
AMENDMENT NO. 2 OF AGREEMENT

Date: _____
Project No.: 314020
Agreement No.: 12204B

THIS AGREEMENT is between the County of Dane, by its Department of Waste & Renewables, hereinafter referred to as “COUNTY”, Landfill Reduction & Recycling, Inc., PO Box 178, Oshkosh, WI 54903, hereinafter called the “CURRENT VENDOR”, and Badgerland Disposal, LLC, 265 N. Janesville St Milton WI 53563, hereinafter called the “NEW VENDOR”.

WITNESSETH

WHEREAS, COUNTY has secured services for a project described as follows:

Construction and Demolition Waste Recycling Services

WHEREAS, CURRENT VENDOR and COUNTY, by a separate document, Service Agreement No. 12204 (hereafter, “Agreement”), did on December 23, 2014 enter into a contractual relationship pursuant to which CURRENT VENDOR is to provide construction and demolition waste recycling services; and

WHEREAS, CURRENT VENDOR and COUNTY, by a separate document, Service Agreement No. 12204A (hereafter, “Agreement Amendment A”), did on December 27, 2017 amend the Agreement; and

WHEREAS, CURRENT VENDOR wishes to assign the Agreement to NEW VENDOR; and

WHEREAS, NEW VENDOR and COUNTY wish to consent to the assignment and amend the Agreement.

NOW, THEREFORE, in consideration of the above premises and the mutual covenants of the parties hereinafter set forth, the receipt and sufficiency of which is hereby acknowledged by each party for itself, the parties do agree as follows:

1. The Agreement shall remain in full force and effect unchanged in any manner by this Amendment except as changes are expressly set forth herein. This Amendment shall control only to the extent of any conflict between the terms of the Agreement, Agreement Amendment A, and this Amendment.
2. The Agreement is hereby assigned to NEW VENDOR, effective December 1, 2020, and the COUNTY consents to this assignment of the Agreement. NEW VENDOR agrees to assume obligations and be bound by the terms of the Agreement as amended herein.
3. The total contract for 2021 shall be increased for a total value not to exceed \$3,700,000.
4. The following Sections of the Agreement are amended as follows:

- A. Section 2 - This Agreement shall end on December 31, 2030, unless sooner as mutually agreed to by the parties or pursuant to the termination clause of this Agreement.

The term will automatically renew with the same terms and conditions for one (1) consecutive five (5) year term unless a party provides the other with written notice of its intent not to renew this Agreement at least ninety (90) days prior to the expiration of the then current term.

- B. Section 9 – Prior to termination of the Agreement, COUNTY must notify PROVIDER in writing of reason for termination under the Agreement. The written notification shall include the alleged default or breach with specificity and the date(s) of such occurrence(s). PROVIDER shall have 10 business days to cure or provide COUNTY with a written plan and timeline to achieve a mutually agreed upon cure. In any event, the PROVIDER must cure the default or breach within 30 business days. In the event the PROVIDER does not cure the default or breach in a timely manner, the COUNTY may serve a second notice and therein declare an immediate termination. This Section shall not apply to Section 9G of the Agreement. All other provisions of Section 9 not inconsistent with this Paragraph shall remain in full force and effect.
- C. Section 13 – DELETE entire Section of Agreement.
- D. Section 16 – COUNTY’s consent shall not be unreasonably withheld. Section 18 - The COUNTY reserves the right to add new items and locations at a price conforming to other like items on the contract set forth in the Scope of Service Section, as mutually agreed upon by COUNTY and PROVIDER. The COUNTY reserves the right to reduce the scope of services during the term of the contract. The County should not re-allocate portions of the Agreement to other providers during the term of the Agreement, and PROVIDER should have the exclusive right to perform all services under the Services Agreement.

5. Schedule B -

PROVIDER shall be compensated in 2021 based on the rates listed below:

- A. Processing fee for materials sorted at the recycling facility: \$33.12 per ton.
B. Retain 100% of the revenue from the sale of commodities produced by the facility.

COUNTY shall be compensated in 2021 based on the rates listed below:

- A. Tipping fee for landfilling of unrecyclable residuals: \$23.29 per ton.
B. Tipping fee for landfilling / beneficial use of fines: \$13.45 per ton.
i. If PROVIDER sends more than 20,000 tons of C&D fines to the Rodefild Landfill in a calendar year, PROVIDER shall pay an additional fee of \$10 per ton for each ton of C&D fines above 20,000 tons. If PROVIDER processes less than 100,000 tons of C&D materials for recycling in a calendar year, the threshold for the additional charges for C&D fines will be reduced proportionally. (For example: If PROVIDER processes 80,000 tons of C&D, the C&D fines threshold is reduced by 20% to 16,000 tons of C&D fines allowed before assessment of the \$10 per ton additional fee). This additional fee shall be in addition to all other fees in Schedule B and this Amendment. This shall be calculated annually at the end of the calendar year.

- ii. PROVIDER must recycle a minimum of 25%, by weight, of all Construction and Demolition (C&D) material that is sent to the C&D Facility for recycling. If the combined weight of C&D unrecyclable residual and C&D fines sent to the Rodefild Landfill from the C&D Facility exceeds 75% of the weight of all C&D material sent to the C&D Facility, all C&D residual and C&D fines above 75% shall be charged an additional fee of \$10/ton. This additional fee shall be in addition to all other fees in Schedule B and this Amendment. This shall be calculated annually at the end of the calendar year.

C. Tipping fee for demolition loads delivered to the Facility by PROVIDER (excluding PROVIDER owned Roll-Off loads): \$43.00/ton

6. Schedule C - PROVIDER shall report monthly where all materials are being sold, recycled, or disposed.
7. PROVIDER shall have the right to direct C&D loads to the landfill if PROVIDER determines that a load does not have sufficient amounts of recyclable C&D materials. PROVIDER shall not receive a processing fee for any C&D loads that PROVIDER directs to the landfill. Any such loads shall not be considered when calculating the minimum recycling requirement. PROVIDER shall be afforded, "first right of refusal" on all C&D loads brought to the site, within reason. The "first right of refusal" shall not include loads of clean shingles.
8. If PROVIDER wishes to use any outgoing materials from the facility for site reclamation/restoration at an offsite location, PROVIDER must first receive written COUNTY approval in advance. COUNTY has the right to approve or deny sites based on that site's compliance with environmental rules, regulations, and best practices.
9. PROVIDER must bring all C&D waste that PROVIDER collects within Dane County to the Rodefild site, unless approved in writing by COUNTY's Waste & Renewables Department Director.
10. COUNTY shall send all correspondence to:

Badgerland Disposal, LLC
c/o Lakeshore Recycling Systems, LLC
265 N. Janesville St.
Milton, Wisconsin
Attention: Alan T. Handley
11. In the event that certain Asset Purchase Agreement dated November 4, 2020 between Badgerland Disposal, LLC, Landfill Reduction & Recycling, Inc., and Landfill Reduction Trucking, LLC (the "Purchase Agreement") is not executed by the consummation of the transactions to be performed in connection with the Closing contemplated therein, this Amendment of Lease and Approval of Lease Assignment shall be null and void and of no effect.

IN WITNESS WHEREOF, COUNTY, VENDOR, and NEW VENDOR have executed this Amendment as of the above date.

Landfill Reduction & Recycling, Inc.

 11/11/20

Signature Date

Jason Salisbury

Printed Name

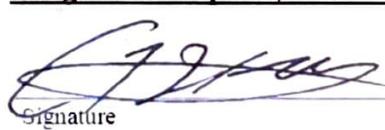
President

Title

45-0969588

Federal Employer Identification Number (FEIN)

Badgerland Disposal, LLC

 11/11/2020

Signature Date

Alan T. Handley

Printed Name

CEO

Title

47-5300204

Federal Employer Identification Number (FEIN)

COUNTY OF DANE

Joseph T. Parisi, County Executive Date

AMENDMENT OF EQUIPMENT LEASE AND APPROVAL OF LEASE ASSIGNMENT

THIS AMENDMENT OF LEASE AND APPROVAL OF LEASE ASSIGNMENT is entered into by and among Dane County, a Wisconsin quasi-municipal corporation (hereinafter, "Lessor"), Landfill Reduction & Recycling, Inc., a Wisconsin Corporation, (hereinafter, "Lessee"), and Badgerland Disposal, LLC, a Wisconsin Corporation (hereinafter "Assignee"), with principal place of business at 265 N Janesville St Milton WI 53563.

WITNESSETH:

WHEREAS Lessee is a party to an Equipment Lease with Lessor dated December 23, 2014 on property located at 7102 US Hwy 12 & 18 in the City of Madison, Wisconsin, (hereinafter "Lease"); and

WHEREAS Lessee and Assignee have requested that Lessor approve Lessee's assignment of the Lease to Assignee; and

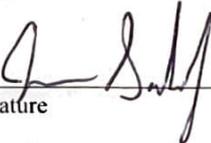
WHEREAS the parties wish to amend the Lease to extend the term and revise other provisions;

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is acknowledged by each party, Lessor, Lessee and Assignee agree as follows:

1. The Lease shall remain in full force and effect unchanged in any manner by this Amendment of Lease and Approval of Lease Assignment except as expressly set forth herein. This Amendment shall control only to the extent of any conflict between the terms of the Lease and this Amendment.
2. The Lessor approves the assignment of the Lease from Lessee to Assignee, effective December 1, 2020. The Assignee agrees to be bound by all terms of the Lease as amended herein.
3. The following Section of the Lease is amended as follows: Section 2 - This Lease shall end on December 31, 2030, unless sooner as mutually agreed to by the parties or pursuant to the termination clause of this Lease. The term will automatically renew with the same terms and conditions for one (1) consecutive five (5) year term unless a party provides the other with written notice of its intent not to renew this Lease at least ninety (90) days prior to the expiration of the then current term.
4. Prior to termination of the Lease, Lessor must notify Assignee in writing of reason for termination under the Lease. The written notification shall include the alleged default or breach with specificity and the date(s) of such occurrence(s). Assignee shall have 10 business days to cure or provide Lessor with a written plan and timeline to achieve a mutually agreed upon cure. In any event, the Assignee must cure the default or breach within 30 business days. In the event the Assignee does not cure the default or breach in a timely manner, the Lessor may serve a second notice and therein declare an immediate termination.
5. Lessee shall not assign this Lease or its interest in the equipment without prior written consent of Lessor, which shall not be unreasonably withheld.
6. Exhibit A is amended to provide the phrase "or equivalent equal" to the description for loaders and the excavator.
7. In the event that certain Asset Purchase Agreement dated November 4, 2020 between Badgerland Disposal, LLC, Landfill Reduction & Recycling, Inc., and Landfill Reduction Trucking, LLC (the "Purchase Agreement") is not executed by the consummation of the transactions to be performed in connection with the Closing contemplated therein, this Amendment of Lease and Approval of Lease Assignment shall be null and void and of no effect.

IN WITNESS WHEREOF, COUNTY, VENDOR, and NEW VENDOR have executed this Amendment as of the above date.

Landfill Reduction & Recycling, Inc.

 11/11/20
Signature Date

Jason Salisbun
Printed Name
President
Title

45-0969588
Federal Employer Identification Number (FEIN)

Badgerland Disposal, LLC

 11/11/2020
Signature Date

Alan T. Handley
Printed Name

CEO
Title

47-5300204
Federal Employer Identification Number (FEIN)

COUNTY OF DANE

Joseph T. Parisi, County Executive Date

AMENDMENT OF GROUND LEASE AND APPROVAL OF LEASE ASSIGNMENT

THIS AMENDMENT OF LEASE AND APPROVAL OF LEASE ASSIGNMENT is entered into by and among Dane County, a Wisconsin quasi-municipal corporation (hereinafter, "Lessor"), Landfill Reduction & Recycling, Inc., a Wisconsin Corporation, (hereinafter, "Lessee"), and Badgerland Disposal, LLC, a Wisconsin Corporation, (hereinafter "Assignee"), with principal place of business at 265 N Janesville St Milton WI 53563.

WITNESSETH:

WHEREAS Lessee is a party to a Ground Lease with Lessor dated December 23, 2014 on property located at 7102 US Hwy 12 & 18 in the City of Madison, Wisconsin, (hereinafter "Lease"); and

WHEREAS Lessee and Assignee have requested that Lessor approve Lessee's assignment of the Lease to Assignee; and

WHEREAS the parties wish to amend the Lease to extend the term and revise other provisions;

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is acknowledged by each party, Lessor, Lessee and Assignee agree as follows:

1. The Lease shall remain in full force and effect unchanged in any manner by this Amendment of Lease and Approval of Lease Assignment except as expressly set forth herein. This Amendment shall control only to the extent of any conflict between the terms of the Lease and this Amendment.
2. The Lessor approves the assignment of the Lease from Lessee to Assignee, effective December 1, 2020. The Assignee agrees to be bound by all terms of the Lease as amended herein.
3. The following Section of the Lease is amended as follows: Section 2 - This Lease shall end on December 31, 2030, unless sooner as mutually agreed to by the parties or pursuant to the termination clause of this Lease. The term will automatically renew with the same terms and conditions for one (1) consecutive five (5) year term unless a party provides the other with written notice of its intent not to renew this Lease at least ninety (90) days prior to the expiration of the then current term.
4. Prior to termination of the Lease, Lessor must notify Assignee in writing of reason for termination under the Lease. The written notification shall include the alleged default or breach with specificity and the date(s) of such occurrence(s). Assignee shall have 10 business days to cure or provide Lessor with a written plan and timeline to achieve a mutually agreed upon cure. In any event, the Assignee must cure the default or breach within 30 business days. In the event the Assignee does not cure the default or breach in a timely manner, the Lessor may serve a second notice and therein declare an immediate termination.
5. There shall be no sublet, assignment or automatic renewal of this Lease without written consent of the Lessor, which shall not be unreasonably withheld.
6. In the event that certain Asset Purchase Agreement dated November 4, 2020 between Badgerland Disposal, LLC, Landfill Reduction & Recycling, Inc., and Landfill Reduction Trucking, LLC (the "Purchase Agreement") is not executed by the consummation of the transactions to be performed in connection with the Closing contemplated therein, this Amendment of Lease and Approval of Lease Assignment shall be null and void and of no effect.

IN WITNESS WHEREOF, COUNTY, VENDOR, and NEW VENDOR have executed this Amendment as of the above date.

Landfill Reduction & Recycling, Inc.

 11/11/20

Signature Date

Jase Salisbury

Printed Name
President

Title

45-0969588

Federal Employer Identification Number (FEIN)

Badgerland Disposal, LLC

 11/11/2020

Signature Date

Alan T. Handley

Printed Name
CEO

Title
47-5300204

Federal Employer Identification Number (FEIN)

COUNTY OF DANE

Joseph T. Parisi, County Executive Date