

**SECOND AMENDMENT TO PROCESSING OF RECYCLABLES AGREEMENT BETWEEN THE  
CITY OF RACINE AND JOHNS DISPOSAL SERVICE, INC.**

THIS SECOND AMENDMENT TO PROCESSING OF RECYCLABLES AGREEMENT BETWEEN THE CITY OF RACINE AND JOHNS DISPOSAL SERVICE, INC. (“Amendment”), dated as of the latter of the signatures below (the “Effective Date”), is by and between the City of Racine (the “City”), a Wisconsin municipal corporation, having a mailing address of 730 Washington Avenue, Racine, WI 53403 and Johns Disposal Service, Inc. (the “Contractor”), having a mailing address of 7311 Omega Circle, Franksville, WI 53126.

WHEREAS, the City and the Contractor entered into a Processing of Recyclables Agreement (the “Contract”) dated October 2, 2012.

WHEREAS, the term of the Contract will expire on December 31, 2022.

WHEREAS, the parties, in their mutual interest, wish to amend the Contract as set forth below accordingly.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree that the recitals set forth above are incorporated herein as if set forth in their entirety and further agree as follows:

1. PAGE 2, NUMBER 3, FORMULA: subsection “d” is hereby deleted in its entirety.
2. PAGE 2, NUMBER 4, PAYMENTS. This section is hereby deleted in its entirety. PAYMENTS therefore states: “Monthly, the Contractor will furnish the City with a revenue share schedule to determine the overall value of the material. Revenue payment or invoicing will be provided monthly. Both the City and the Contractor agree to pay the other within thirty (30) days of the end of each month. The Contractor agrees to pay the City based on monthly posted yellow sheet pricing. The City, in turn, agrees to pay the Contractor an amount equal to the monthly total value of single-stream recyclable materials delivered to the processor’s facility times .85 (85%), less the established processing fee of \$45.00 per ton, but not in any circumstances to exceed \$20.00 per ton. [See Schedule 1A]
3. OTHER TERMS AND CONDITIONS REMAIN. In the event of any inconsistencies between the Contract and Amendment, the terms of the Amendment shall control. Except as expressly set forth in this Amendment, the Contract otherwise is unmodified and remains in full force and effect. Each reference in the Contract to itself shall be deemed also to refer to this Amendment.

IN WITNESS WHEREOF, the said CONTRACTOR has caused this instrument to be executed, in the case of an individual by personal signature, in the case of a partnership by the signatures of the members thereof, in the case of a cooperative or a cooperation by the proper officers thereof, and the said CITY has caused it to be executed by its Mayor and countersigned by its City Clerk upon authority duly given therefore.

**FOR JOHNS DISPOSAL SERVICE, INC.**

\_\_\_\_\_  
BRIAN JONGETJES, PRESIDENT

\_\_\_\_\_  
DATE

\_\_\_\_\_  
RON JONGETJES, VICE PRESIDENT

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DANIEL JONGETJES, SECRETARY

\_\_\_\_\_  
DATE

**FOR CITY OF RACINE**

(Seal)  
**ATTEST:**

**CITY OF RACINE**

\_\_\_\_\_  
TARA COOLIDGE, CITY CLERK

\_\_\_\_\_  
CORY MASON, MAYOR

Provision has been made to pay the liability that will accrue under this contract.

\_\_\_\_\_  
DAVID BROWN, FINANCE DIRECTOR

APPROVED AS TO FORM:

\_\_\_\_\_  
SCOTT LETTENEY, CITY ATTORNEY