

RESOLUTION NO. R-14-149

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MANATEE COUNTY, FLORIDA, RENEWING AND AMENDING A FRANCHISE GRANTED TO WASTE MANAGEMENT INC. OF FLORIDA FOR RESIDENTIAL AND COMMERCIAL COLLECTION OF SOLID WASTE, RECYCLABLE MATERIALS AND YARD TRASH IN COLLECTION SERVICE AREA 2 OF UNINCORPORATED MANATEE COUNTY FOR ONE (1) ADDITIONAL TERM OF SEVEN (7) YEARS, COMMENCING OCTOBER 1, 2016, AND TERMINATING SEPTEMBER 30, 2023; APPROVING AMENDMENT NO. 1 TO THE FRANCHISE AGREEMENT FOR UNINCORPORATED MANATEE COUNTY COLLECTION SERVICE AREA 2; AUTHORIZING EXECUTION OF AMENDMENT NO. 1 TO THE FRANCHISE AGREEMENT; PROVIDING DIRECTIONS REGARDING CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to Chapter 85-457, Laws of Florida, as amended by Chapter 2000-403, Laws of Florida, the Board of County Commissioners of Manatee County, Florida, is authorized and empowered to grant franchises for the purpose of collection, removal, and disposal of solid waste and junk in districts within the county as may be designated by said Board of County Commissioners; and

WHEREAS, Chapter 85-457, Laws of Florida, as amended by Chapter 2000-403, Laws of Florida, provides that the franchise shall take effect after the final approval of a resolution granting the franchise and the execution of a franchise agreement by the Board of County Commissioners; and

WHEREAS, Chapter 85-457, Laws of Florida, as amended by Chapter 2000-403, Laws of Florida, requires the resolution to contain a description of the areas or district to be covered by the franchise; and

WHEREAS, Chapter 85-457, Laws of Florida, as amended by Chapter 2000-403, Laws of Florida, provides that the franchise agreement may provide for renewal following a full public hearing during which the grantees' performance and all terms and conditions of the franchise agreement may be reviewed, altered, or amended by the county; and

WHEREAS, a public announcement dated May 9, 2007, was made, distributed and published requesting proposals for Solid Waste, Recyclables, and Yard Waste Collection Services in the unincorporated portions of Manatee County; and

WHEREAS, the Board of County Commissioners of Manatee County found that the proposal of Waste Management Inc. of Florida met the criteria established for proposals and that Waste Management Inc. of Florida demonstrated adequate physical, operational, financial and technical capabilities to provide the services described in the request for proposals; and

WHEREAS, on April 22, 2008, the Board of County Commissioners of Manatee County adopted Resolution No. R-08-122 which designated and created two (2) service areas or districts for residential and commercial collection of solid waste, recyclable materials and yard trash in

unincorporated Manatee County; and

WHEREAS, on April 22, 2008, the Board of County Commissioners of Manatee County adopted Resolution No. R-08-124 which granted a franchise to Waste Management Inc. of Florida for residential and commercial collection of solid waste, recyclable materials and yard trash in Collection Service Area 2 of unincorporated Manatee County for a period of eight (8) years, commencing October 1, 2008, and terminating September 30, 2016, with the option to renew for one (1) additional term not to exceed seven (7) years; and

WHEREAS, the Board of County Commissioners has authorized the County Administrator to negotiate a renewal and amendment of the franchise agreement with Waste Management Inc. of Florida; and

WHEREAS, the Board of County Commissioners has held a full public hearing on the renewal of the franchise agreement during which the Board reviewed the performance of Waste Management Inc. of Florida and amendments to the terms and conditions of the franchise agreement; and

WHEREAS, the Board of County Commissioners has determined that it is in the best interest of the county to renew and amend the franchise granted to Waste Management Inc. of Florida for one (1) additional term of seven (7) years, commencing October 1, 2016, and terminating September 30, 2023.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MANATEE COUNTY, FLORIDA:

Section 1. The Board of County Commissioners of Manatee County, Florida, hereby renews and amends the franchise granted to Waste Management Inc. of Florida for residential and commercial collection of solid waste, recyclable materials and yard trash in Collection Service Area 2 of unincorporated Manatee County for one (1) additional term of seven (7) years, commencing October 1, 2016, and terminating September 30, 2023. The area to be covered by the franchise is described as follows:

Collection Service Area 2

All of unincorporated Manatee County not included within the area described in Collection Service Area 1, also described as all of unincorporated Manatee County lying south of State Road 64 (south side of the centerline of the road) to the Sarasota/Manatee County line, and east from the County line to 14th Street West (east side of the centerline of the road).

Section 2. The Board of County Commissioners hereby approves Amendment No. 1 to the Solid Waste Franchise Agreement for Unincorporated Manatee County Collection Service Area 2 with Waste Management Inc. of Florida, a copy of which is attached hereto.

Section 3. The Chairman of the Board of County Commissioners and the Clerk of the Circuit Court are hereby authorized to execute Amendment No. 1 to the Solid Waste Franchise Agreement for Unincorporated Manatee County Collection Service Area 2.

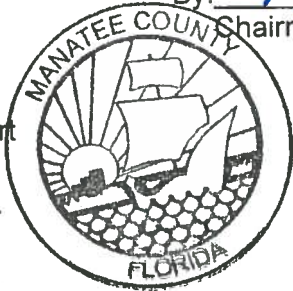
Section 4. This resolution shall not be codified in the Manatee County Code of Resolutions.

Section 5. This resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED by the Board of County Commissioners of Manatee County, Florida, with a quorum present and voting, on the 7th day of October, 2014.

BOARD OF COUNTY COMMISSIONERS
OF MANATEE COUNTY, FLORIDA

By: Larry Butler
Chairman



ATTEST: R. B. Shore
Clerk of the Circuit Court

By: [Signature]
Deputy Clerk

RESOLUTION NO. R-14-149

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MANATEE COUNTY, FLORIDA, RENEWING AND AMENDING A FRANCHISE GRANTED TO WASTE MANAGEMENT INC. OF FLORIDA FOR RESIDENTIAL AND COMMERCIAL COLLECTION OF SOLID WASTE, RECYCLABLE MATERIALS AND YARD TRASH IN COLLECTION SERVICE AREA 2 OF UNINCORPORATED MANATEE COUNTY FOR ONE (1) ADDITIONAL TERM OF SEVEN (7) YEARS, COMMENCING OCTOBER 1, 2016, AND TERMINATING SEPTEMBER 30, 2023; APPROVING AMENDMENT NO. 1 TO THE FRANCHISE AGREEMENT FOR UNINCORPORATED MANATEE COUNTY COLLECTION SERVICE AREA 2; AUTHORIZING EXECUTION OF AMENDMENT NO. 1 TO THE FRANCHISE AGREEMENT; PROVIDING DIRECTIONS REGARDING CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to Chapter 85-457, Laws of Florida, the Board of County Commissioners of Manatee County, Florida, is authorized and empowered to grant franchises for the purpose of collection, removal, and disposal of solid waste and junk in districts within the county as may be designated by said Board of County Commissioners; and

WHEREAS, Chapter 85-457, Laws of Florida, provides that the franchise shall take effect after the final approval of a resolution granting the franchise and the execution of a franchise agreement by the Board of County Commissioners; and

WHEREAS, Chapter 85-457, Laws of Florida, requires the resolution to contain a description of the areas or district to be covered by the franchise; and

WHEREAS, Chapter 85-457, Laws of Florida, provides that the franchise agreement may provide for renewal following a full public hearing during which the grantees' performance and all terms and conditions of the franchise agreement may be reviewed, altered, or amended by the county; and

WHEREAS, a public announcement dated May 9, 2007, was made, distributed and published requesting proposals for Solid Waste, Recyclables, and Yard Waste Collection Services in the unincorporated portions of Manatee County; and

WHEREAS, the Board of County Commissioners of Manatee County found that the proposal of Waste Management Inc. of Florida met the criteria established for proposals and that Waste Management Inc. of Florida demonstrated adequate physical, operational, financial and technical capabilities to provide the services described in the request for proposals; and

WHEREAS, on April 22, 2008, the Board of County Commissioners of Manatee County adopted Resolution No. R-08-122 which designated and created two (2) service areas or districts for residential and commercial collection of solid waste, recyclable materials and yard trash in unincorporated Manatee County; and

WHEREAS, on April 22, 2008, the Board of County Commissioners of Manatee County

RESOLUTION NO. R-14-149

adopted Resolution No. R-08-124 which granted a franchise to Waste Management Inc. of Florida for residential and commercial collection of solid waste, recyclable materials and yard trash in Collection Service Area 2 of unincorporated Manatee County for a period of eight (8) years, commencing October 1, 2008, and terminating September 30, 2016, with the option to renew for one (1) additional term not to exceed seven (7) years; and

WHEREAS, the Board of County Commissioners has authorized the County Administrator to negotiate a renewal and amendment of the franchise agreement with Waste Management Inc. of Florida; and

WHEREAS, the Board of County Commissioners has held a full public hearing on the renewal of the franchise agreement during which the Board reviewed the performance of Waste Management Inc. of Florida and amendments to the terms and conditions of the franchise agreement; and

WHEREAS, the Board of County Commissioners has determined that it is in the best interest of the county to renew and amend the franchise granted to Waste Management Inc. of Florida for one (1) additional term of seven (7) years, commencing October 1, 2016, and terminating September 30, 2023.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MANATEE COUNTY, FLORIDA:

Section 1. The Board of County Commissioners of Manatee County, Florida, hereby renews and amends the franchise granted to Waste Management Inc. of Florida for residential and commercial collection of solid waste, recyclable materials and yard trash in Collection Service Area 2 of unincorporated Manatee County for one (1) additional term of seven (7) years, commencing October 1, 2016, and terminating September 30, 2023. The area to be covered by the franchise is described as follows:

Collection Service Area 2

All of unincorporated Manatee County not included within the area described in Collection Service Area 1, also described as all of unincorporated Manatee County lying south of State Road 64 (south side of the centerline of the road) to the Sarasota/Manatee County line, and east from the County line to 14th Street West (east side of the centerline of the road).

Section 2. The Board of County Commissioners hereby approves Amendment No. 1 to the Solid Waste Franchise Agreement for Unincorporated Manatee County Collection Service Area 2 with Waste Management Inc. of Florida, a copy of which is attached hereto.

Section 3. The Chairman of the Board of County Commissioners and the Clerk of the Circuit Court are hereby authorized to execute Amendment No. 1 to the Solid Waste Franchise Agreement for Unincorporated Manatee County Collection Service Area 2.

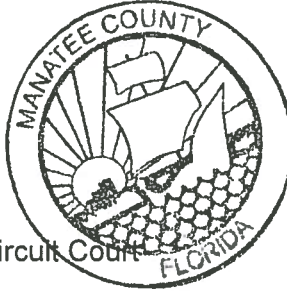
Section 4. This resolution shall not be codified in the Manatee County Code of Resolutions.

REPLACED

RESOLUTION NO. R-14-149

Section 5. This resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED by the Board of County Commissioners of Manatee County, Florida, with a quorum present and voting, on the 7 day of October, 2014.



BOARD OF COUNTY COMMISSIONERS
OF MANATEE COUNTY, FLORIDA

By: Larry Bustle
Chairman

ATTEST: R. B. Shore
Clerk of the Circuit Court

By: [Signature]

**AMENDMENT NO. 1 TO
SOLID WASTE FRANCHISE AGREEMENT
UNINCORPORATED MANATEE COUNTY
COLLECTION SERVICE AREA 2**

THIS AGREEMENT, made and entered into this ____ day of _____, 2014, by and between Waste Management Inc. of Florida, a Florida corporation, with its principal place of business located at 1001 Fannin, Suite 4000, Houston, Texas 77002, hereinafter referred to as “the Authorized Collector”, and Manatee County, a political subdivision of the State of Florida, with its principal place of business located at 1112 Manatee Avenue West, Bradenton, Florida 34205, hereinafter referred to as “the County”, constitutes Amendment No. 1 to the Solid Waste Franchise Agreement for Unincorporated Manatee County Collection Service Area 2 between the parties dated April 22, 2008.

WITNESSETH:

WHEREAS, the County and the Authorized Collector entered into a Solid Waste Franchise Agreement for Unincorporated Manatee County Collection Service Area 2 dated April 22, 2008 (the “Franchise Agreement”); and

WHEREAS, pursuant to the Franchise Agreement, the County granted an exclusive franchise to the Authorized Collector for residential and commercial solid waste, residential recyclable materials, and residential and commercial yard trash collection services within the unincorporated area of the County; and

WHEREAS, the Franchise Agreement sets forth the terms and provisions of the franchise for the collection services between the County and the Authorized Collector, which became effective October 1, 2008; and

WHEREAS, Section 6.1 of the Franchise Agreement provides for an initial term of eight (8) years, with work commencing October 1, 2008, and terminating at the end of September 30, 2016; and

WHEREAS, Section 6.2 of the Franchise Agreement provides that the County shall have the option with the concurrence of the Authorized Collector to renew the Franchise Agreement for up to one (1) additional term not to exceed seven (7) years following a full public hearing in accordance with Chapter 85-457, Laws of Florida, and Chapter 2-16, Manatee County Code of Ordinances, as amended; and

WHEREAS, Section 6.2 of the Franchise Agreement further provides that any renewal of the Franchise Agreement shall be subject to terms and conditions mutually agreed upon by the parties, as long as the service or work in any such renewal does not exceed the scope of the original request for proposals; and

WHEREAS, the County desires to exercise the option of renewing the Franchise Agreement and the Authorized Collector concurs with the renewal of the Franchise Agreement for one (1) additional term of seven (7) years, commencing on October 1, 2016, and terminating at the end of September 30, 2023; and

WHEREAS, the County and the Authorized Collector have negotiated the terms and conditions of the renewal of the Franchise Agreement which are set forth in this Amendment No. 1; and

WHEREAS, the service and work in such renewal of the Franchise Agreement as set forth in this Amendment No. 1 do not exceed the scope of the original request for proposals; and

WHEREAS, this Amendment No. 1 amends, revises and modifies some of the terms and provisions of the Franchise Agreement to take effect October 1, 2016; and

WHEREAS, the renewal of the Franchise Agreement as set forth in this Amendment No. 1 has been the subject of a full public hearing in accordance with Chapter 85-457, Laws of Florida, and Chapter 2-16, Manatee County Code of Ordinances, as amended; and

WHEREAS, the County has determined that the granting of a renewal of the exclusive franchise to the Authorized Collector for residential and commercial solid waste, residential recyclable materials, and residential and commercial yard trash collection services is in the best interest of the County.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein, the County and the Authorized Collector, each intending to be legally bound, hereby agree as follows:

1. The Franchise Agreement between the County and the Authorized Collector dated April 22, 2008, shall be renewed for one (1) additional term of seven (7) years in accordance with Section 6.2 Renewal of Agreement. The effective date of the additional term of the Franchise Agreement shall be October 1, 2016, immediately upon termination of the initial term of the Franchise Agreement as provided in Section 6.1 Initial Term. The additional term of the Franchise Agreement shall be for a period of seven (7) years, with work under such renewal commencing October 1, 2016, and terminating at the end of September 30, 2023. Renewal of the Franchise Agreement shall be subject to the terms and conditions mutually agreed upon by the parties as set forth in this Amendment No. 1. All amendments, revisions and modifications to the Franchise Agreement contained in this Amendment No. 1 shall take effect on the effective date of the additional term of the Franchise Agreement.

2. Upon the effective date of the additional term of the Franchise Agreement, residential collection service shall consist of recyclable materials collected in a single stream (all recyclable materials comingled) from recycling carts. Following the execution of this Amendment No. 1 by both parties, the Authorized Collector agrees to cooperate with the County in an orderly transition and implementation from dual stream to single stream collection of recyclable materials. The County Administrator shall identify requirements for such transition and implementation, which shall include but not be limited to, plans, schedules, meetings, educational materials, vehicles, equipment, collection routes, distribution of carts, removal of bins, databases and reports. The County Administrator shall provide such requirements to the Authorized Collector. The Authorized Collector, at the sole cost and expense of the Authorized Collector, shall prepare, revise and submit all required plans, schedules, materials, procedures, information, collection routes, databases and reports for review and approval by the County Administrator. The Authorized Collector shall comply with such approved requirements and all directions and requests from the County Administrator in the transition and implementation of the single stream collection of recyclable materials.

3. The Franchise Agreement between the County and the Authorized Collector dated April 22, 2008, shall be amended by the revision of the fifth paragraph of Section 2.4 Commercial Collection Service to read as follows:

The Authorized Collector shall, on a nonexclusive basis, collect recyclable materials from any commercial establishment in the Collection Service Area that requests such service. At a minimum, the Authorized Collector shall collect the same recyclable materials that are collected from residences. In this capacity, the Authorized Collector is acting as a private hauler and shall be responsible for billing and collection of payment for recyclable materials service from commercial establishments. The Authorized Collector shall charge no more than the maximum commercial recycling rates specified

in Revised Exhibit C, attached hereto and made a part hereof, but may charge less. The Authorized Collector shall submit a monthly report to the County Administrator listing the amount and types of recyclable materials collected from commercial establishments during the previous month.

4. The Franchise Agreement between the County and the Authorized Collector dated April 22, 2008, shall be amended by the revision of the third paragraph of Section 2.8 Collection Service During Declared Emergency to read as follows:

To prepare for such events, the Authorized Collector shall provide the County Administrator with a Disaster Preparedness Plan or an update of the prior year's approved plan no later than March 1 of each year, which plan is subject to approval by the County. The Disaster Preparedness Plan shall include plans for reestablishing regular collection routes and schedules, as well as for securing additional personnel and equipment, and shall contain proposed rates for collection services associated with the cleanup of debris from Declared Emergencies.

5. The Franchise Agreement between the County and the Authorized Collector dated April 22, 2008, shall be amended by the revision of Section 2.10 County Recycling Service to read as follows:

The Authorized Collector, at the Authorized Collector's sole cost and expense, shall collect and remove all contained or bundled office paper, corrugated cardboard, and all specified recyclable materials placed in containers at the sites listed in Revised Exhibit E, attached hereto and made a part hereof, and all County government facilities constructed or acquired in the Collection Service Area during the term of this Agreement. The number and location of sites, types of materials to be collected, types of containers, means of providing containers, frequency of service, and provision of paper shredding services at the sole expense of the Authorized Collector shall be mutually agreed upon by the Authorized Collector and the County Administrator. The Authorized Collector shall recycle all paper and recyclable materials obtained from collection at all such sites.

The Authorized Collector, at the Authorized Collector's sole cost and expense, shall collect and remove all cardboard placed in containers at the sites listed in Revised Exhibit F, attached hereto and made a part hereof, and all County government facilities constructed or acquired in the Collection Service Area during the term of this Agreement. The number and location of sites, types of containers, means of providing containers, and frequency of service shall be mutually agreed upon by the Authorized Collector and the County Administrator. The Authorized Collector shall recycle all cardboard obtained from collection at all such sites. If a collection container is too contaminated for the cardboard to be recycled, as mutually determined by the Authorized Collector and the County Administrator, the County shall pay the Authorized Collector One Hundred and 00/100 Dollars (\$100.00) for removing the material and delivering it to the County's Lena Road landfill or other solid waste facility designated by the County Administrator, and the County shall waive the disposal fee for this material.

The Authorized Collector shall have the right to retain all revenues from the processing and marketing of recyclable materials collected at the sites listed in Revised Exhibit E and Revised Exhibit F and all residential and commercial recyclable materials collected pursuant to this Agreement.

6. The Franchise Agreement between the County and the Authorized Collector dated April 22,

2008, shall be amended by the revision of Section 2.13 Provision of Refuse Bins and Recycling Containers to read as follows:

2.13 Provision of Refuse Bins, Recycling Carts and Recycling Containers.

The Authorized Collector shall provide refuse bins to all commercial collection service customers requesting refuse bins. The type, number and location of such refuse bins shall be subject to mutual agreement between the customer and the Authorized Collector.

The Authorized Collector shall be responsible for the care and maintenance of refuse bins supplied and shall hold the County harmless for any liabilities arising out of the use thereof.

For privately owned refuse bins, the Authorized Collector shall hold the County harmless for any damages to the refuse bins or liabilities associated therewith arising out of the use of such refuse bins.

The Authorized Collector shall provide at least one (1) recycling cart with a minimum capacity of sixty-four (64) gallons and educational materials prepared or approved by the County Administrator to each residential collection service customer. Recycling carts and larger recycling containers such as ninety (90) gallon totes and roll-off rhinos will be provided by the Authorized Collector at the sole cost and expense of the Authorized Collector. Commercial front-end and roll-off containers will be provided by the Authorized Collector.

The Authorized Collector, at the sole cost and expense of the Authorized Collector, shall own all recycling carts and shall be responsible for the repair and replacement of damaged recycling carts during the term of this Agreement. Upon termination of this Agreement for any reason, the County shall own all recycling carts distributed to customers and the Authorized Collector shall make available all excess recycling carts for purchase by the County.

The County Administrator shall establish minimum specifications, standards and requirements for recycling carts (body, lid, handle, wheels and axle), which shall include but not be limited to, capacity, construction, design, materials, stability, color, markings, database and warranty. The County Administrator shall provide such specifications, standards and requirements to the Authorized Collector. The Authorized Collector shall comply with such specifications, standards and requirements in the purchase, distribution, repair, replacement and management of the recycling carts. Any recycling cart which does not comply with such specifications, standards and requirements shall be removed from service and shall not be available for use.

The Authorized Collector will be responsible for storage and delivery of the refuse bins, recycling carts, and other containers to customers. The Authorized Collector shall deliver new or replacement bins, recycling carts and other containers to customers within three (3) working days of receiving a request for such bins, carts or containers.

7. The Franchise Agreement between the County and the Authorized Collector dated April 22, 2008, shall be amended by the revision of Section 2.18 Annual Audit to read as follows:

The Authorized Collector, at the Authorized Collector's sole cost and expense, shall

obtain the services of a certified public accountant to perform an annual financial audit of the Authorized Collector's records, financial statements, and other documents relating to the services provided under this Agreement as required by Chapter 2-16, Manatee County Code of Ordinances, as amended. The audit shall be performed in accordance with generally accepted accounting principles and shall be submitted to the County no later than March 31 of each year.

8. The Franchise Agreement between the County and the Authorized Collector dated April 22, 2008, shall be amended by the revision of the first paragraph of Section 5.2 Key Personnel to read as follows:

Area Director of Regional Affairs Bill Gresham is hereby identified as the Authorized Collector's key personnel and is hereby assigned as the Authorized Collector's Manager for purposes of this Agreement. The Authorized Collector shall not remove or replace such key personnel until alternate personnel acceptable to the County has been approved in writing by the County Administrator, provided, however, that the Authorized Collector may remove such key personnel for cause after providing written notice to the County describing the nature of the cause. In the event of removal of such key personnel for cause, alternate or replacement personnel acceptable to the County in its reasonable discretion must be approved in writing by the County Administrator.

9. The Franchise Agreement between the County and the Authorized Collector dated April 22, 2008, shall be amended by the revision of Article 7 Bond to read as follows:

The Authorized Collector will execute payment and performance bonds in the amount of \$5 Million and 00/100 Dollars (\$5,000,000.00) required by the County as security for the faithful performance and payment of all the obligations of the Authorized Collector under this Agreement. The bonds shall be written in the amounts and forms and with such sureties as are acceptable to the County and shall be subject to the conditions set forth in Chapter 85-457, Laws of Florida. Prior to execution of this Agreement, the Authorized Collector shall furnish the executed bonds to the County.

10. The Franchise Agreement between the County and the Authorized Collector dated April 22, 2008, shall be amended by the addition of paragraph L to Article 11 Liquidated Damages to read as follows:

L. Failure to deliver recycling carts within \$100.00 per incident three (3) working days of receiving request for such carts.

11. Exhibit C Maximum Commercial Recycling Fees in Collection Service Area 2 to the Franchise Agreement between the County and the Authorized Collector dated April 22, 2008, shall be amended by the substitution of Revised Exhibit C., attached hereto and made a part hereof.

12. Exhibit E Manatee County Facility Recycling Sites to the Franchise Agreement between the County and the Authorized Collector dated April 22, 2008, shall be amended by the substitution of Revised Exhibit E, attached hereto and made a part hereof.

13. Exhibit F Manatee County Drop Off Recycling Sites to the Franchise Agreement between the County and the Authorized Collector dated April 22, 2008, shall be amended by the substitution of Revised Exhibit F, attached hereto and made a part hereof.

14. All other terms, conditions and provisions of the Franchise Agreement between the County and the Authorized Collector dated April 22, 2008, shall remain in full force and effect to the extent not otherwise amended, revised or modified herein.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 1 to Franchise Agreement, by and through their duly authorized officers, on the respective dates below.

WITNESSES:

Bill Harkin
Guy Thayer
Bill Harkin
Guy Thayer

WASTE MANAGEMENT INC. OF FLORIDA,
a Florida corporation

By: [Signature]
Name: Timothy B. Hawkins
Title: President
Date: 10-1-14

Attest: [Signature]
Name: Ronald M. Kaplan
Title: Assistant Secretary
Date: 10-1-14



CORPORATE SEAL

APPROVED by the Board of County Commissioners of Manatee County, Florida, with a quorum present and voting, on the 7 day of October, 2014.

ATTEST: R.B. Shore
Clerk of the Circuit Court

By: [Signature]
Deputy Clerk

MANATEE COUNTY, FLORIDA,
a political subdivision of the State of Florida

By: [Signature]
Chairman, Board of County Commissioners
Date: _____

REVISED EXHIBIT C

MANATEE COUNTY SOLID WASTE FRANCHISE

Maximum Commercial Recycling Fees in Collection Service Area 2
Effective October 1, 2008 to September 30, 2023

A. Paper/Fiber – weekly service	Service Fee
1. Recycling Bin Service – fee per month	\$36.00
2. Cart Service – fee per cart per month	\$42.74
3. Container Service – fee per cubic yard	\$5.70

B. Commingled Containers – weekly service	Service Fee
1. Recycling Bin Service – fee per month	\$36.00
2. Cart Service – fee per cart per month	\$42.74
3. Container Service – fee per cubic yard	\$8.55

Note:

Commercial recycling service is not exclusive to the Authorized Collector, but the Authorized Collector must collect the same types of recyclable materials from commercial customers as it does from residential customers upon request. The rates above are the maximum rates the Authorized Collector shall charge for commercial recycling within its service area. The Authorized Collector may charge less than this amount. Service fees for commercial recycling are not subject to the franchise fee or annual CPI or fuel adjustments.

REVISED EXHIBIT E

MANATEE COUNTY SOLID WASTE FRANCHISE

COLLECTION SERVICE AREA 2

Manatee County Facility Recycling Sites

BUILDING NAME	ADDRESS	CITY	ZIP CODE
Bayfront Park	310 N. Bay Blvd.	Anna Maria	
Braden River Library	4915 53 rd Ave. E.	Bradenton	34203
Braden River Park	5201 51 st St. E.	Bradenton	34210
Central Stores Highway	2908 12 th St. Ct. E.	Bradenton	34208
County Highway Division/Barn – East County	36650 Arcadia Ave.	Myakka City	
Courthouse	1115 Manatee Ave. W.	Bradenton	34205
East Bradenton Park	1119 13 th St. E.	Bradenton	
Emergency Operations Center (EOC)	2101 47 th Ter. E.	Bradenton	
Environmental Management Division	202 6 th Ave. E.	Bradenton	34208
Facilities/Property Management	2906 12 th St. Ct. E.	Bradenton	34208
Fleet Services	1100 26 th Ave. E.	Bradenton	34208
Foreman's Building	1106 26 th Ave. E.	Bradenton	34208
Health Department	410 6 th Ave. E.	Bradenton	34208
Health Department Annex	212 6 th Ave. E.	Bradenton	34208
Health Inspections	216 6 th Ave. E.	Bradenton	34208
Jigg's Landing	6106 63 rd St. E.	Bradenton	
Judicial Center	1051 Manatee Ave. W.	Bradenton	34205
Lakewood Ranch Park	5350 Lakewood Ranch Blvd.	Bradenton	34211
Metropolitan Planning Organization	7632 15 th St. E.	Sarasota	34243
MSO/Supervisor of Elections	600 301 Blvd. W.	Bradenton	34205
Pride Park	815 63 rd Ave. W.	Bradenton	
Professional Building	1023 Manatee Ave. W.	Bradenton	34205
Public Works	5511 39 th St. E.	Bradenton	
Radio Shop	1801 5 th St. W.	Bradenton	34205
Records Management Center	516 13 th St. W.	Bradenton	
Solid Waste Management (Landfill)	3333 Lena Rd.	Bradenton	34211
Southeast Wastewater Treatment Plant	3331 Lena Rod	Bradenton	34211
Southern Manatee Fire Dept. – Administration Bldg.	2451 Trailmate Dr.	Sarasota	
Southern Manatee Fire Dept. – Station 3	7611 Prospect Rd.	Sarasota	

Southern Manatee Fire Dept. – Station 5	7301 Honore Ave.	Sarasota	
Southern Manatee Fire Dept. – Station 1	6100 15 th St. E.	Bradenton	
Southern Manatee Fire Dept. – Station 2	1911 30 th Ave. E.	Bradenton	
Southern Manatee Fire Dept. – Station 4	5228 45 St. E.	Bradenton	
Supervisor of Elections	305 15 th St. W.	Bradenton	
Tax Collector	819 301 Blvd. W.	Bradenton	34205
Traffic Control	2904 12 th St. Ct. E.	Bradenton	34208
Transit – East County	1108 26 th Ave. E.	Bradenton	34208
Transit Division	1022 26 th Ave. E.	Bradenton	
US Citizenship & Immigration Services	515 11 th St. W.	Bradenton	
Whitfield Park	7100 12 th St. E.	Sarasota	

REVISED EXHIBIT F
MANATEE COUNTY SOLID WASTE FRANCHISE
COLLECTION SERVICE AREA 2

Manatee County Drop Off Recycling Sites

BUILDING NAME	ADDRESS	CITY	ZIP CODE
Bayfront Park	310 N. Bay Blvd.	Anna Maria	
Braden River Park	5201 51 st St. E.	Bradenton	
East Bradenton Park	1119 13 th St. E.	Bradenton	34210
Lakewood Ranch Park	5350 Lakewood Ranch Blvd.	Bradenton	34211
Lena Road Landfill	3333 Lena Rd.	Bradenton	34211
Pride Park	815 63 rd Ave. W.	Bradenton	
Whitfield Park	7100 12 th St. E.	Sarasota	