

WAIVER  
Solid Waste and Recycling Collection Franchise Agreement – Area 2  
Waste Management Inc. of Florida - Amendment No. 4

Contract # 10333

FOURTH AMENDMENT OF SOLID WASTE AND RECYCLING COLLECTION  
FRANCHISE AGREEMENT FOR LEE COUNTY SERVICE AREA NUMBER TWO

THIS FOURTH AMENDMENT OF THE SOLID WASTE AND RECYCLING COLLECTION FRANCHISE AGREEMENT FOR LEE COUNTY SERVICE AREA NUMBER TWO, is made and entered into by and between the Lee County Board of County Commissioners, a political subdivision of the State of Florida ("County") and Waste Management Inc. of Florida ("Contractor"), collectively, the "Parties."

WHEREAS, the County entered into an Agreement for the purchase of collection and hauling services for Franchise Service Area Number Two in Lee County with Contractor on the 29<sup>th</sup> day of September, 2023 ("Agreement"); and,

WHEREAS, Section 6. CHARGES, RATES, PAYMENTS, DISPUTES, and INTEREST RATES of the Agreement permits the Contractor, with County approval, to be granted an annual rate adjustment to the Curbside Residential Solid Waste Collection Service, Commercial Solid Waste Collection Service and Curbside Residential Recycling Collection Service rates, using a Consumer Price Index ("CPI") calculation outlined in the Agreement. However, Section 6. CHARGES, RATES, PAYMENTS, DISPUTES, and INTEREST RATES does not provide for the same rate increase request for the Vegetative Storm Debris Collection Service rates in the "NOT-TO-EXCEED RATES FOR VEGETATIVE STORM DEBRIS COLLECTION SERVICE" section of the Exhibit II RATE SCHEDULE FOR FRANCHISE SERVICE AREA 2 of the Agreement; and,

WHEREAS, the parties desire to allow requests for rate increases to the Vegetative Storm Debris Collection Service rates in the "NOT-TO-EXCEED RATES FOR VEGETATIVE STORM DEBRIS COLLECTION SERVICE" section of the Exhibit II RATE SCHEDULE FOR FRANCHISE SERVICE AREA 2 of the Agreement;

WHEREAS, on August 6, 2024, the Lee County Board of County Commissioners approved a CPI franchise hauler commercial rate adjustment and a residential rate increase of 0.73% for the 2024-2025 Fiscal Year; and,

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WHEREAS, the Parties also agree to apply the 0.73% CPI increase for the 2024-2025 Fiscal Year to the “NOT-TO-EXCEED RATES FOR VEGETATIVE STORM DEBRIS COLLECTION SERVICE” section of the Exhibit II RATE SCHEDULE FOR FRANCHISE SERVICE AREA 2 of the Agreement; and,

WHEREAS, County and Contractor desire to enter into this Fourth Amendment to memorialize the previously approved CPI increases for all of the aforementioned Curbside Residential Solid Waste Collection Service, Commercial Solid Waste Collection Service and Curbside Residential Recycling Collection Service rates for the 2024-2025 Fiscal Year in EXHIBIT II. RATE SCHEDULE FOR FRANCHISE SERVICE AREA 2, modify Section 6. CHARGES, RATES, PAYMENTS, DISPUTES, and INTEREST RATES of the Agreement to permit increase requests for the Vegetative Storm Debris Collection Service rates, and apply the same 0.73% CPI increase for the 2024-2025 Fiscal Year to the Vegetative Storm Debris Collection Service rates listed in the “NOT-TO-EXCEED RATES FOR VEGETATIVE STORM DEBRIS COLLECTION SERVICE” section of the Exhibit II RATE SCHEDULE FOR FRANCHISE SERVICE AREA 2 of the Agreement.

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING AND THE MUTUAL COVENANTS CONTAINED HEREIN, IT IS AGREED AS FOLLOWS:

1. Effective contemporaneously with the effective date of the Agreement, the first paragraph of *Section A. Solid Waste and Recycling Collection Rate Adjustments* of Section 6. CHARGES, RATES, PAYMENTS, DISPUTES, and INTEREST RATES of the Agreement shall be superseded by:

“For all Collection services, the charges shall be initially based on the rates established in Exhibit II, and as subsequently adjusted pursuant to this Agreement. The Contractor may receive an annual adjustment in the Curbside Residential Solid Waste Collection Service, Commercial Solid Waste Collection Service, Curbside Residential Recycling Collection Service and Vegetative Storm Debris Collection Service rates, beginning 12 months after the Start of Service Date.”

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2. Effective October 1, 2024, the Exhibit II. RATE SCHEDULE FOR FRANCHISE SERVICE AREA 2, FY 2023-2024, of the Agreement shall be retitled: “Exhibit II. RATE SCHEDULE FOR FRANCHISE SERVICE AREA 2.”
3. The new increased rates for Curbside Residential Solid Waste Collection Service, Commercial Solid Waste Collection Service, Curbside Residential Recycling Collection Service, and Vegetative Storm Debris Collection Service listed in the updated Exhibit II. RATE SCHEDULE FOR FRANCHISE SERVICE AREA 2 implemented by this Amendment, and included in the updated tables below, shall go into effect on October 1 for the applicable fiscal year listed in the tables.
4. Effective October 1, 2024, the fee table titled “Service Rates for Solid Waste Recycling Collection Franchise Agreement – Service Area 2” in the newly titled Exhibit II. RATE SCHEDULE FOR FRANCHISE SERVICE AREA 2 of the Agreement shall be superseded by:

*[Remainder of this page left intentionally blank.]*

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### *Service Rates for Solid Waste Recycling Collection Franchise Agreement - Service Area 2*

#### *Section A: Residential Dwellings Curbside Collection Services (Single Family)*

Item	Collection Description	Collection Months (Per Year)	Price Per Dwelling/Month FY - 2023-2024	Price Per Dwelling/Month FY - 2024-2025
A1	Garbage Waste	12	\$8.50	\$8.56
A2	Recyclables	12	\$5.50	\$5.54
A3	Vegetative Waste	12	\$5.00	\$5.04

#### *Section B: Commercial Multi-Family Dwelling Curbside Can Services*

Item	Collection Description	Collection Months (Per Year)	Price Per Dwelling/Month FY-2023-2024	Price Per Dwelling/Month FY-2024-2025
B1	Garbage and Recyclables	12	\$19.80	\$19.94

#### *Section C: Commercial Properties Container Collection Services (Including Multi-Family Dwellings, Businesses and Institutions)*

Item	Collection Description	Container Rental Price FY-2023-2024	Collections Price Per PULL FY-2023-2024	Container Rental Price FY-2024-2025	Collections Price Per PULL FY-2024-2025
C1	Commercial Can	\$0.00	\$19.80	\$0.00	\$19.94
C2	2 CY Dumpster	\$0.00	\$48.77	\$0.00	\$49.13
C3	4 CY Dumpster	\$0.00	\$55.96	\$0.00	\$56.37
C4	6 CY Dumpster	\$0.00	\$63.16	\$0.00	\$63.62
C5	8 CY Dumpster	\$0.00	\$70.35	\$0.00	\$70.86
C6	4 CY Vertical Compactor	\$2,700.00	\$105.37	\$2,719.71	\$106.14
C7	6 CY Vertical Compactor	\$2,700.00	\$130.55	\$2,719.71	\$131.50
C8	20 CY Dumpster	\$5,400.00	\$625.00	\$5,439.42	\$629.56
C9	30 CY Dumpster	\$5,400.00	\$625.00	\$5,439.42	\$629.56
C10	40 CY Dumpster	\$5,400.00	\$625.00	\$5,439.42	\$629.56
C11	10 CY Roll Off Container	\$1,260.00	\$596.00	\$1,269.20	\$600.35
C12	20 CY Roll Off Container	\$1,260.00	\$596.00	\$1,269.20	\$600.35
C13	30 CY Roll Off Container	\$1,260.00	\$596.00	\$1,269.20	\$600.35
C14	40 CY Roll Off Container	\$1,260.00	\$596.00	\$1,269.20	\$600.35

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5. Effective October 1, 2024, the “NOT-TO-EXCEED RATES FOR VEGETATIVE STORM DEBRIS COLLECTION SERVICE” section of the Exhibit II. RATE SCHEDULE FOR FRANCHISE SERVICE AREA 2 of the Agreement shall be superseded by:

<p>Cost for collecting excess vegetative storm debris after named storm events if and as directed by The Contract Administrator pursuant to Section 20.</p>	<p><b>FY – 23-24</b> \$20.62 per loose cubic yard and \$34.83 per compacted cubic yard</p> <p><b>FY – 24-25</b> \$20.77 per loose cubic yard and \$35.08 per compacted cubic yard</p>
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IN WITNESS WHEREOF, this Fourth Amendment of the Agreement has been signed and sealed, in duplicate, by the respective parties hereto. Each individual signing this Amendment directly and expressly warrants that he/she has been given and has received and accepted authority to sign and execute the Amendment on behalf of the party for whom it is indicated he/she has signed, and further has been expressly given and received and accepted authority to enter into a binding amendment on behalf of such party with respect to the matters contained herein and as stated herein.

DATED this 5/6/2025 | 3:18 PM EDT by the Lee County Board of County Commissioners.

COUNTY: LEE COUNTY, FLORIDA

Signed by:

BY: Christine Brady  
72E6BCCC19F04BA...

Christine Brady

Assistant County Manager, on behalf  
of the Board of County  
Commissioners

APPROVED as to Form for the Reliance of  
Lee County Only

DocuSigned by:

BY: Amanda L. Swindle  
EG9B5A5584DD473...

County Attorney's Office

DATED this 14 day of April, 2025 by Waste Management Inc. of Florida

ATTEST:

BY: David M. Myhan  
Authorized Signature

Lisa P. Silva  
(Witness) Lisa P. Silva, Asst. Sec.

David M. Myhan  
Authorized Signature Printed Name

President  
Authorized Signature Title

CORPORATE SEAL:

