

RESOLUTION NO 2026 – 120

CITY OF LAKE CITY, FLORIDA

A RESOLUTION OF THE CITY OF LAKE CITY, FLORIDA APPROVING THAT CERTAIN FOURTH AMENDMENT TO THE AMENDED AND RESTATED CONTRACT FOR COLLECTION & DISPOSAL SERVICES FOR SOLID WASTE HAVING AN EFFECTIVE DATE OF NOVEMBER 30, 2024 BETWEEN THE CITY AND WASTE PRO OF FLORIDA, INC., A FLORIDA CORPORATION; MAKING CERTAIN FINDINGS OF FACT IN SUPPORT OF THE CITY APPROVING SAID AMENDMENT; RECOGNIZING THE AUTHORITY OF THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID AMENDMENT; DIRECTING THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID AMENDMENT; REPEALING ALL PRIOR RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Lake City (“City”) and Waste Pro of Florida, Inc., a Florida corporation (“Waste Pro”), are parties to that certain Amended and Restated Contract for Collection and Disposal Services for Solid Waste and Recycling effective September 9, 2014 (“Original Agreement”); and

WHEREAS, the Original Agreement provided Waste Pro would render to the City certain collection and disposal services for solid waste and recycling, establishing fees in compensation therefor, and establishing an index to adjust pricing to account for inflationary factors; and

WHEREAS, the Original Agreement has been routinely amended to adopt relevant and timely terms concerning fees and scope of services; and

WHEREAS, the Original Agreement expired September 30, 2024 and was amended to extend the initial terms for an additional sixty (60) days through November 29, 2024; and

WHEREAS, the City and Waste Pro entered into an agreement effective on November 30, 2024 amending, restating, and extending the Original Agreement, as amended, for a five year period through September 30, 2029 (the “Third Amendment”); and

WHEREAS, certain economic assumptions and conditions upon which the Third Amendment was predicated have changed, particularly solid waste fees at the Columbia County landfill; and

WHEREAS, the City and the Waste Pro desire to enter into a fourth amendment to the Original Agreement, amending the terms of the Third Amendment by fixing updated fees and charges necessary to accommodate the referenced changes to the solid waste fees and charges and the Columbia County landfill (the “Fourth Amendment”); and

WHEREAS, the parties intend for all other terms to remain in full force and unchanged unless stated otherwise below; and

WHEREAS, approving the Fourth Amendment is in the public interest and in the interests of the City; now therefore

BE IT RESOLVED by the City Council of the City of Lake City, Florida:

1. Approving the Fourth Amendment is in the public or community interest and for public welfare; and
2. In furtherance thereof, the Fourth Amendment in the form of the Exhibit attached hereto should be and is approved by the City Council of the City of Lake City; and
3. The Mayor of the City of Lake City is the officer of the City duly designated by the City's Code of Ordinances to enforce such rules and regulations as are adopted by the City Council of the City of Lake City; and
4. The Mayor of the City of Lake City is authorized and directed to execute on behalf of and bind the City to the terms of the Fourth Amendment; and
5. All prior resolutions of the City Council of the City of Lake City in conflict with this resolution are hereby repealed to the extent of such conflict; and
6. This resolution shall become effective and enforceable upon final passage by the City Council of the City of Lake City.

APPROVED AND ADOPTED, by an affirmative vote of a majority of a quorum present of the City Council of the City of Lake City, Florida, at a regular meeting, this ____ day of September, 2026.

BY THE MAYOR OF THE CITY OF LAKE CITY,
FLORIDA

Noah E. Walker, Mayor

ATTEST, BY THE CLERK OF THE CITY COUNCIL
OF THE CITY OF LAKE CITY, FLORIDA:

Audrey Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

Clay Martin, City Attorney

EXHIBIT TO RESOLUTION

FOURTH AMENDMENT TO **AMENDED AND RESTATED CONTRACT FOR** **COLLECTION & DISPOSAL SERVICES FOR SOLID WASTE**

THIS AGREEMENT, hereinafter referred to as the “Second Amendment”, by and between the CITY OF LAKE CITY, a political subdivision of the State of Florida, hereinafter referred to as the “City”, and WASTE PRO OF FLORIDA, INC., a Florida corporation authorized to transact business in the State of Florida, hereinafter referred to as the “Contractor”.

WHEREAS, the City and Contractor entered into a five year agreement (hereinafter “Initial Agreement”) on the 9th day of September, 2014, for Contractor to provide solid waste collection services within the City; and

WHEREAS, the City and Contractor entered into an agreement on October 1, 2019 amending and extending the Initial Agreement for a five year period through September 30, 2024; and

WHEREAS, the City and Contractor entered into a second amendment to the Initial Agreement extending the initial terms for an additional sixty (60) days through November 29, 2024; and

WHEREAS, the City and Contractor entered into an agreement effective on November 30, 2024 amending, restating, and extending the Initial Agreement, as amended, for a five year period through September 30, 2029 (the “Third Amendment”); and

WHEREAS, certain economic assumptions and conditions upon which the Third Amendment was predicated have changed, particularly solid waste fees at the Columbia County landfill; and

WHEREAS, the City and the Contractor desire to enter into a fourth amendment to the Initial Agreement, amending the terms of the Third Amendment by fixing updated fees and charges necessary to accommodate the referenced changes to the solid waste fees and charges and the Columbia County landfill; and

WHEREAS, the parties intend for all other terms to remain in full force and unchanged unless stated otherwise below;

NOW, THEREFORE, in consideration of the premises and the mutual promises and undertakings herein contained, and for other good and valuable consideration which the parties acknowledge, the parties agree as follows:

1. The City and Contractor mutually agree to change the fee structure of the Third Amendment by adopting the revised Schedule “A” attached hereto as a replacement for the Schedule “A” entitled “Rates and Charges for Residential Customers” adopted as a material term of the Third Amendment.
2. The effective date of the rates and charges in the attached revised Schedule “A” shall be October 1, 2026, and such rates and charges shall continue until amended or the Third Amendment terminates.

EXHIBIT TO RESOLUTION

3. All other terms, conditions, responsibilities, and obligations found in the initial agreement shall remain in full force and effect with no other modifications.

IN WITNESS WHEREOF, the parties have caused this Amendment to the Agreement to be executed for the uses and purposes herein expressed on the day and year first written.

CITY OF LAKE CITY, FLORIDA

By: _____
Mayor, City of Lake City

Date: _____

WASTE PRO OF FLORIDA, INC.

By: _____
Ralph Mills, Senior Vice President

Date: _____

EXHIBIT TO RESOLUTION

Revised Schedule "A"

Revision Effective October 1, 2026

Adopted by City Council Resolution 2026-120

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Rates and Charges For Residential Customers

Basic Residential Services Unit Price Per Month is to be billed by the City for residential services and remitted to the Contractor, which includes a Franchise Fee of 10% to be paid monthly to the City.

Curbside/Roadside Collection - Cart

One (1) pick up each week

- 10/01/2026 through 09/30/2027 \$ 16.75
- 10/01/2027 through 09/30/2028 \$ 17.60
- 10/01/2028 through termination of contract **

Senior Citizen – One (1) pick up each week

- 10/01/2026 through 09/30/2027 \$ 15.08
- 10/01/2027 through 09/30/2028 \$ 15.85
- 10/01/2028 through termination of contract **

Optional 2nd cart pick up

- 10/01/2026 through 09/30/2027 \$ 7.62
- 10/01/2027 through 09/30/2028 \$ 8.00
- 10/01/2028 through termination of contract **

Senior Citizen – Optional 2nd cart pick up

- 10/01/2026 through 09/30/2027 \$ 21.94
- 10/01/2027 through 09/30/2028 \$ 23.05
- 10/01/2028 through termination of contract **

One (1) pick-up each week with
option for Back Door Service

- 10/01/2026 through 09/30/2027 \$ 30.08
- 10/01/2027 through 09/30/2028 \$ 31.60
- 10/01/2028 through termination of contract **

NOTE: The garbage collection includes the Bulky Wastes Collection, which has an unlimited volume. Residential customers may select one 36, 64, or 96 Gallon cart.

Yard Trash

Included in price for residential curbside pickup, subject to conditions below.

NOTE: Yard waste/Debris is not to exceed the volume dimensions which measure 4 feet high by 4 feet wide by 8 feet long. Limbs shall not exceed 6 feet in length and 6 inches in diameter. No one item can weigh more than 40 lbs. Grass clippings, leaves or other organic cuttings must be bagged or containerized.

The residential rates above are the rates the City bills the residential customers. The city shall pay the Contractor a fee equal to ninety percent (90%) of the gross billings generated at the above rates.

** 3% annual increase over prior annual period.

EXHIBIT TO RESOLUTION

(Revised Schedule "A", Continued)

Revision Effective October 1, 2026

Adopted by City Council Resolution 2026-120

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Rates and Charges for Commercial Customers

Commercial Services Unit Price Per Month to be billed and collected by Contractor for commercial customers, which includes Franchise Fee of 12% to be paid monthly to the City

Curbside/Roadside Pick Up - Cart Unit*

One pick-up each week of 96-gallon Cart

- 10/01/2026 through 09/30/2027 \$ 17.30
- 10/01/2027 through 09/30/2028 \$ 18.70
- 10/01/2028 through termination of contract **

Frontload Container (Dumpsters)

Frontload Container - one pick-up per week, per yard

- 10/01/2026 through 09/30/2027 \$ 8.85
- 10/01/2027 through 09/30/2028 \$ 9.35
- 10/01/2028 through termination of contract **

Yard Trash

Commercial yard trash pick up is at prevailing market rates.
Please call Waste Pro at (386)758-7800 for a quote.

Special Waste

Commercial yard trash pick up is at prevailing market rates.
Please call Waste Pro at (386)758-7800 for a quote.

Roll Offs

Pull Charge and Disposal

20/30/40 Cubic Yard

- 10/01/2026 through 09/30/2027 \$ 201.13
- 10/01/2027 through 09/30/2028 \$ 207.16
- 10/01/2028 through termination of contract **

Container Rent

20 Cubic Yard

- 10/01/2026 through 09/30/2027 \$ 89.39
- 10/01/2027 through 09/30/2028 \$ 92.07
- 10/01/2028 through termination of contract **

30 Cubic Yard

- 10/01/2026 through 09/30/2027 \$ 119.19
- 10/01/2027 through 09/30/2028 \$ 122.77
- 10/01/2028 through termination of contract **

40 Cubic Yard

- 10/01/2026 through 09/30/2027 \$ 148.98
- 10/01/2027 through 09/30/2028 \$ 153.45
- 10/01/2028 through termination of contract **

Commercial rates above are the rates the Contractor bills to commercial customers. The contractor shall pay the City a Franchise Fee equal to twelve percent (12%) of the gross billings generated by the above commercial rates.

** 3% annual increase over prior annual period.