

RESOLUTION NO. 2026-023

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING THE FIRST AMENDMENT TO THE FRANCHISE AGREEMENT WITH WASTE MANAGEMENT, INC. OF FLORIDA TO ALLOW FOR THE MODIFICATION OF BILLING RESPONSIBILITY FOR ADDITIONAL SOLID WASTE CARTS PROVIDED TO RESIDENTIAL SERVICE UNITS; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO EXECUTE THE AMENDMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on July 28, 2022, pursuant to Resolution No. 2022-067, the Town Council approved an Agreement for Solid Waste, Recyclables, and Bulk Waste Collection and Disposal Services between the Town of Southwest Ranches and Waste Management Inc. of Florida (WM); and

WHEREAS, the Town desires to amend the the billing responsibility for additional Solid Waste Carts provided to Residential Service Units; and

WHEREAS, an amendment to the Agreement for Solid Waste, Recyclables, and Bulk Waste Collection and Disposal Services is mutually agreed upon by both parties as generally stated in Exhibit "A" attached hereto; and

WHEREAS, the Town Council believes that the First Amendment to the Agreement is in the best interest of the health, safety, and welfare of its residents.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA:

Section 1. The above-referenced recitals are true and correct and are incorporated herein by reference.

Section 2. The Town Council hereby approves the First Amendment to the Agreement with Waste Management, Inc. of Florida as specifically delineated in Exhibit "A", attached hereto and incorporated herein by reference.

Section 3. The Town Council hereby authorizes the Mayor, Town Administrator, and Town Attorney to enter into the First Amendment to the Agreement in substantially the same form as that attached hereto as Exhibit "A," and to make any and all non-material changes necessary and proper to effectuate the intent of this Resolution.

Section 4. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED by the Town Council of the Town of Southwest

Ranches, Florida, this 22nd day of January, 2026 on a motion by

COUNCIL MEMBER KUCZENSKI and seconded by VICE MAYOR JABLONSKI.

Breitkreuz	<u>YES</u>
Jablonski	<u>YES</u>
Allbritton	<u>YES</u>
Hartmann	<u>YES</u>
Kuczenski	<u>YES</u>

Ayes	<u>5</u>
Nays	<u>/</u>
Absent	<u>/</u>
Abstaining	<u>/</u>


Steve Breitkreuz, Mayor

Attest:


Debra M. Ruesga, CMC, Town Clerk

Approved as to Form and Correctness:


Keith Poliakoff, Town Attorney
1001.2026.005

FIRST AMENDMENT TO THE FRANCHISE AGREEMENT
Between the Town of Southwest Ranches and Waste Management Inc. of Florida for
Solid Waste, Recyclables, and Bulk Waste Collection and Disposal Services

This First Amendment to the Franchise Agreement for Solid Waste, Recyclables, and Bulk Waste Collection and Disposal Services is entered into this 22 day of JANUARY, 2026, by and between the Town of Southwest Ranches ("Town") and Waste Management Inc. of Florida ("Contractor"), collectively referred to as the "Parties."

Whereas, the purpose of this First Amendment is to amend the existing Franchise Agreement between the Town and the Contractor to modify the billing responsibility for additional Solid Waste Carts provided to Residential Service Units; and

Whereas, on July 28, 2022, pursuant to Resolution No. 2022-067, the Town Council approved an Agreement for Solid Waste, Recyclables, and Bulk Waste Collection and Disposal Services between the Town of Southwest Ranches and Waste Management Inc. of Florida; and

Whereas, this First Amendment to the Agreement for Solid Waste, Recyclables, and Bulk Waste Collection and Disposal Services is mutually agreed upon by both parties.

NOW, THEREFORE, the parties hereto agree that the Agreement shall be amended as follows:

1. The foregoing recitals are true and correct.
2. Section 3 "General Description of Contractor's Services" shall be amended as follows:

SECTION 3. GENERAL DESCRIPTION OF CONTRACTOR'S SERVICES

E. Responsibility for Billing. The Town shall be responsible for the billing and collection of payments for Residential Collection Service. ~~including~~ However, billing and collection of payment for Residential Customers requesting and receiving an Additional Solid Waste Cart shall be the responsibility of the Contractor. Any resident desiring an Additional Solid Waste Cart shall be charged a flat fee, as determined necessary by the Town, ~~which shall not be prorated~~ Residential Customers shall remit payment prior to receiving an Additional Solid Waste Cart, and prior to services being rendered. Failure by a Residential Customer to remit payment for an additional calendar year shall result in the immediate removal of the Additional Solid Waste Cart by Contractor. The Contractor shall be responsible for the billing and collection of payments for Excess Bulk Waste and all other Special Collection Services requested and provided to Residential Service Units as outlined in Section 5.D of this Agreement, and all Commercial Collection Service.

3. Section 6 "Residential Collection Containers" shall be amended as follows:

SECTION 6. RESIDENTIAL COLLECTION CONTAINERS

A. Purchase and Distribution of Solid Waste Carts

(4) Upon request by a Residential Service Unit, Contractor shall provide more than one (1) Solid Waste Cart to accommodate extra materials. ~~The Town~~ Contractor shall charge Residential Service Unit for each extra Solid Waste Cart in accordance with Exhibit 1. Contractor shall provide additional Solid Waste Carts within five (5) Work Days of request by a Residential Service Unit or the Town. Contractor shall record all extra Solid Waste Carts delivered to Residential Service Units in the asset management database and report them monthly to the Administrator. In the event that a Residential Service Unit desires the Collection of the extra Solid Waste Cart(s), ~~the Town~~ Contractor shall issue an annual invoice for the Collection that shall be paid by the Residential Service Unit in accordance with the Rate schedule provided in Exhibit 1. The payment for such extra Solid Waste Cart(s) shall be prorated based upon the 1st day of the month that Collection of the additional Cart(s) commences, and it shall be based upon fiscal year. ~~The Town~~ Contractor shall send all renewal invoices to Residential Service Units by September 1st of each year.

(6) On or after January 22, 2026, Contractor shall swap out all existing additional Solid Waste Carts with a standard green WMSolid Waste Cart in order to keep track of the additional Solid Waste Carts. Contractor shall assume full responsibility for billing and collecting payments for additional Solid Waste Carts provided to Residential Service Units after the date of this Amendment. Contractor agrees to remit franchise fees to the Town in the amount of ten percent (10%) of all amounts collected by Contractor for additional Solid Waste Carts after the date of this Amendment within thirty (30) calendar days from the receipt of same. Contractor is authorized to take all necessary steps to collect payment for the additional carts including removal of additional carts for non-payment.

4. Section 12 "Residential Rates and Billing" shall be amended as follows:

SECTION 12. RESIDENTIAL RATES AND BILLING

A. Customer Billing.

The ~~Town~~ "Contractor" Town shall be responsible for the billing and collection of payments for Residential Collection Service. However, including billing and collection of payment for Residential Customers requesting and receiving an Additional Solid Waste Cart shall be the responsibility of the Contractor. Upon execution of this Amendment ~~The Town~~ shall be responsible to (i) provide the Contractor with the most current list of Residential Service Unit addresses that have been issued additional Solid Waste Carts; (ii) include the number of additional carts assigned to each address; (iii) identify any Residential Service Units that have not paid for additional carts under the prior billing arrangement; and (iv) inform any Residential Service Units that seek to obtain an additional

Solid Waste Carts in the future to contact the Contractor directly. Annually, Contractor shall maintain a list of all Residential Service Units provided an additional cart and updated payment status. Any resident desiring an Additional Solid Waste Cart shall be charged an annual fee, as per Exhibit 1 of the original agreement, which shall not be prorated. Residential Customers shall remit payment prior to receiving an Additional Solid Waste Cart, and prior to services being rendered. Failure by a Residential Customer to remit payment for an additional calendar year shall result in the immediate removal of the Additional Solid Waste Cart by Contractor. The Contractor shall be responsible for directly billing Residential Service Units for providing Excess Bulk Waste and all other Special Collection Services as specified in Section 5.D of this Agreement.

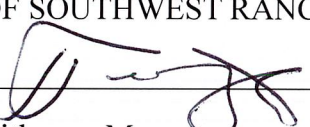
K. Residential Franchise Fees

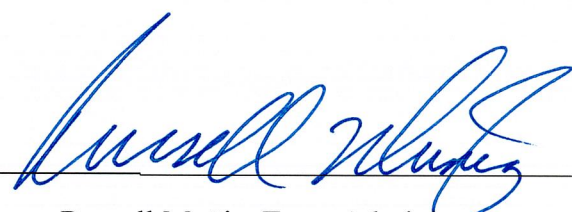
Contractor agrees to remit franchise fees to the Town in the amount of ten percent (10%) of all amounts collected by Contractor for additional Solid Waste Carts after the date of this Amendment within thirty (30) calendar days from the receipt of same. Contractor is authorized to take all necessary steps to collect payment for the additional carts including expeditious removal of additional carts for non-payment.

5. All other terms and conditions not modified herein shall remain in full force and effect and binding upon the parties.

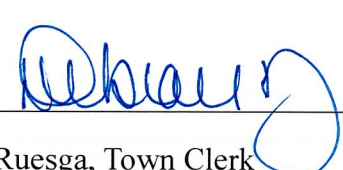
IN WITNESS WHEREOF, this First Amendment is accepted and executed as of this 22nd day of JANUARY, 2026.

TOWN OF SOUTHWEST RANCHES

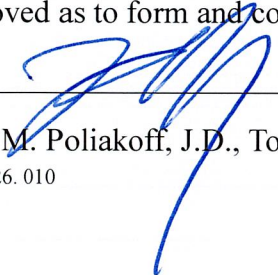

Steve Breitkreuz, Mayor


Russell Muñiz, Town Administrator

Attest:


Debra Ruesga, Town Clerk

Approved as to form and correctness:


Keith M. Poliakoff, J.D., Town Attorney

1001.2026.010

WASTE MANAGEMENT INC. OF FLORIDA

By: _____

Name: David M. Myhan

Title: President

Date: 2/12/2026

