

**Lee County Board Of County Commissioners
Agenda Item Summary**

Blue Sheet No. 20061406

1. ACTION REQUESTED/PURPOSE: Consider, approve and authorize the Chairman to sign Amendment No. 2 to the Amended and Restated Solid Waste Disposal Contract (Original Lee Contract No. C940234) and Amendment No. 2 to the Amended and Restated Solid Waste Disposal Extension Agreement (Lee Contract No. 2061). The 'Contract' and the 'Extension Agreement' are between Lee County, Fl. and Waste Management, Inc. of Florida (WMI).

2. WHAT ACTION ACCOMPLISHES: For the Gulf Coast Landfill: Removes the contractual limitation of construction debris (Class III) landfill activities for the WMI property and provides a host fee for Lee County. For the Lee/Hendry Landfill: Provides for early termination of WMI's operations of the Lee Hendry landfill.

3. MANAGEMENT RECOMMENDATION: Staff recommends approval of the motion.

4. Departmental Category: B A8A **5. Meeting Date:** JAN 16 2007

| | | | | |
|----------------------------------|--|--|---------------------------------------|--|
| 6. Agenda: | 7. Requirement/Purpose: (specify) | | 8. Request Initiated: | |
| | <input type="checkbox"/> Consent | <input type="checkbox"/> Statute | Commissioner | |
| | <input checked="" type="checkbox"/> Administrative | <input type="checkbox"/> Ordinance | Department <u>Public Works</u> | |
| | <input type="checkbox"/> Appeals | <input type="checkbox"/> Admin. Code | Division <u>Solid Waste</u> | |
| | <input type="checkbox"/> Public | <input checked="" type="checkbox"/> Other <u>Agmt Amdmt.</u> | By: <u>Lindsey J. Sampson</u> | |
| <input type="checkbox"/> Walk-On | | | | |

9. Background: On February 2, 1994 the County and Waste Management, Inc. (WMI) approved two agreements establishing terms, conditions and responsibilities, etc. for landfill operations; one agreement for the operation of the Gulf Coast Landfill (GCLF) and one for the operation of the Lee/ Hendry Landfill (LHLF).

The GCLF Agreement limited WMI's landfill operation to parcel 3 only and to an elevation of 100 ft. NGVD in the parcel 3 area. Amendment No. 1 to this Contract, dated 2/7/02, removed the contractual limitation for landfilling in the parcel 2 area up to an elevation of 100 ft. NGVD and limited such landfill activity to Class III (C&D) materials only. Amendment No. 2 further reduces the contractual limitation for C&D disposal activity and allows the current active area (parcel 2) to continue to a height of 120 ft. NGVD. It also allows the Contractor to permit and operate an additional Class III area of approx. 57 acres and to a height of 120 ft. NGVD.

Amendment No. 1 to the LHLF Agreement removed the ash transfer option and specified May 31, 2002 as the termination date for WMI's operation of the Hendry Transfer Stations. Amendment No. 2 establishes an early termination of WMI's operation of the Lee/Hendry landfill contingent upon WMI receiving all approvals to construct the new, 57 acre C&D disposal area at Gulf Coast landfill.

Approval of these amendments will provide Lee County with C&D landfill capacity at a known location for the next 8 to 12 years. Cost for operating the Lee/Hendry Landfill is expected to be reduced by 20%.

Additional SW Division personnel will be required for the Lee/Hendry landfill for FY08 as the County takes over this operation. Required future budget impacts are not expected to exceed the current costs or negatively impact SW rates.

10. Review for Scheduling:

| Department Director | Purchasing or Contracts | Human Resources | Other | County Attorney | Budget Services | | | | County Manager/P.W. Director |
|-------------------------------|-------------------------|-----------------|-------|--------------------------------|--------------------------------|-----------------------------|-----------------------------|--------------------------------|------------------------------|
| | | | | | Analyst | Risk | Grants | Mgr. | |
| <i>J. Stander</i> 10-17-06 | <i>CL by J/S</i> | <i>N/A</i> | | <i>[Signature]</i> 10/17/06 | <i>[Signature]</i> 10/18/06 | <i>[Signature]</i> 10/19 | <i>[Signature]</i> 10/19 | <i>[Signature]</i> 10/17/06 | |

11. Commission Action:

- Approved
- Deferred** on 10-31-06 1 wk to 11-07-06
- Denied *A/Jones*
- Other *ON 11-7-06 1 wk to 11-14-06 - Judah/Hall*

10/17/06
 CO. ATTY.
 RECEIVED
 TO CO. ADMIN.
 10/17/06 1:46 PM

RECEIVED BY
 COUNTY ADMIN.
 10/17/06 2:05 PM
 COUNTY ADMIN
 FORWARDED TO:
 10/19/06

*ON 11-14-06 FOR (60) days - St/Hall
 2-1 Judah - N/A*

AGENDA REVISION RECAP
Revision #1
MEETING DATE: November 14, 2006

ITEMS TO BE DEFERRED/CONTINUED

| <u>Agenda/Item #</u> | <u>Purpose</u> | <u>Requested by</u> |
|----------------------|--|---------------------|
| C8A | Item to be deferred for two weeks. <i>ST Judah</i> | Solid Waste |

REVISIONS & CORRECTIONS

| <u>Agenda/Item #</u> | <u>Purpose</u> | <u>Requested by</u> |
|----------------------|---|-------------------------------------|
| C6C | Amend "ACTION REQUESTED/PURPOSE" section to read, Approve the public official bonds of certain public officials as required by Florida Statute 137 and to fulfill County ordinance 00-25. | Public Resources <i>ST Judah</i> |

ITEMS MOVED FROM CONSENT TO ADMINISTRATIVE AGENDA

| <u>Agenda/Item #</u> | <u>Purpose</u> | <u>Requested by</u> |
|----------------------|----------------|---------------------|
|----------------------|----------------|---------------------|

WALK - ONS OR CARRY - OVERS

Walk-on #/Carry-Over#

Presented
WO #1 **ACTION REQUESTED/PURPOSE:**
 Ceremonial Resolution recognizing Alzheimer's Awareness Month
REASON FOR WALK ON:
 In order to recognize the request in a timely manner
 (#20061506 – County Commission)

Judah ST.
WO #2 **ACTION REQUESTED/PURPOSE:** *(PUSA)*
 Authorize the Chairwoman to execute Modification #4 to agreement with the Department of Community Affairs Contract #05DS-2N-09-46-01-105 to reinstate and extend the agreement to November 30, 2006.
REASON FOR WALK ON:
 To meet State required time lines for extending the agreement.
 (#20061508 – Public Safety)

ST Hall Presented to 2-1 Judah NTH AS recommended/directed
CO #1 **ACTION REQUESTED/PURPOSE:**
 Consider, approve and authorize the Chairman to sign Amendment No. 2 to the Amended and Restated Solid Waste Disposal Contract (Original Lee Contract No. C940234) and Amendment No. 2 to the Amended and Restated Solid Waste Disposal Extension Agreement (Lee Contract No. 2061). The 'Contract' and the 'Extension Agreement' are between Lee County, Fl. and Waste Management, Inc. of Florida (WMI).
REASON FOR CARRY OVER:
 Board directed at November 7, 2006 regular Board meeting.
 (#20061406 – Solid Waste)

DATE AND TIME DISTRIBUTED: 11-13-06 4:40 PM

**AMENDMENT NUMBER 2
TO THE AMENDED AND RESTATED SOLID WASTE DISPOSAL
CONTRACT**

This Amendment No. 2 to the Amended and Restated Solid Waste Disposal Contract (as amended, the "Contract") between LEE COUNTY, FLORIDA (the "County") and WASTE MANAGEMENT, INC. OF FLORIDA (the "Contractor") is made on this _____ day of _____ 2006.

WHEREAS, the Contractor has notified the County as to certain proposed changes to the Contract that may be to the advantage of both the County and the Contractor, and has provided the County with information regarding such proposed changes, and;

WHEREAS the County has reviewed the proposed changes to the Contract and considered the benefits of such changes to the County and the Contractor, and;

WHEREAS the County and the Contractor have established that the proposed changes as articulated by this Amendment No. 2 to the Contract are mutually beneficial, and:

WHEREAS, on the 7 day of February, 2002, the Board of County Commissioners approved Amendment No. 1 and authorized it's Chairman to execute said Amendment No. 1 on the County's behalf, and;

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING AND THE MUTUAL COVENANTS CONTAINED HEREIN, IT IS AGREED by and between the County and the Contractor that the following changes to the Contract are hereby made.

Part I – GENERAL

1. Any capitalized term used herein and not defined by this Amendment, but which is defined in the Contract shall have the meaning given such term in the Contract.
2. Any exhibits attached hereto are hereby incorporated into and made a part of this Amendment 2.
3. The Contract shall remain in full force and effect, unmodified except as expressly set forth in this Amendment.
4. In the event that any provision of this Amendment is determined to be void, invalid, illegal or unenforceable in any respect for any reason by a State court of competent

jurisdiction in Lee County, the Parties hereto shall negotiate in good faith and agree to such amendments, modifications or other supplements to this Amendment or to such other appropriate actions as shall, to the extent reasonable in light of such determination, implement and give effect to the intentions of the Parties as reflected herein, and the other terms of this Amendment, as may be so amended, modified, or supplemented, shall remain in full force and effect.

5. The Contractor hereby represents to the County that neither the Contractor nor the County is, or will be required to obtain or purchase, any licenses, patent rights and/or franchises from the Contractor in order to install, and provide maintenance to the landfill gas utilization system as defined herein.

PART II – CONTRACT CHANGES

Pursuant to SECTION NINETEEN of the Contract, the Parties agree to the following changes to the Contract by the adoption of this Amendment as executed below by both Parties through their respective duly authorized representatives.

A. SECTION TWO - CONSTRUCTION

Add the following words at the end of the second paragraph: “except as described below”

Insert the following language immediately before the last paragraph of this Section:

“The Parties agree that the Contractor may apply to the DEP and such other regulatory entities as may be required to receive a permit and approval to construct and operate a Class III landfill, at its own expense and risk, as a vertical expansion to the existing portion of Parcel 2 and the valley located between Parcels 2 and 3, currently at approximately 90 feet NGVD (hereinafter “Vertical Expansion”), and to fill these areas up to a final elevation of 120 feet NGVD including final cover. This area, consisting of approximately 44 base footprint acres, may receive exclusively Class III material as defined by Rule Chapter 62-291, FAC. The Contractor shall close this Parcel 2 area in accordance with DEP permit requirements once this area reaches 120 feet NGVD, at its sole expense. The Contractor may also accept and dispose of Class III material at the Parcel 2 area from solid waste generators outside of Lee County, with the exception of waste material generated as the result of a natural disaster. However, the Contractor shall accept waste material generated from within Lee County as a result of a natural disaster. Receipt of natural disaster debris from within Lee County (and as delivered or caused to be delivered by the County) shall be accepted at the landfill for a fee not to exceed \$24.94 per ton (subject to escalation in accordance with Section Seven). Natural disaster debris delivered by the County will not be subject to the host fee as set forth in Section Six but such waiver of this host fee shall not impact the total host fee as set forth in Section Six. Acceptance by the Contractor of natural disaster debris will be contingent upon a determination by Contractor that sufficient airspace exists to accept same given the operational requirements of the landfill (defined to mean at least three months

of remaining capacity based on the most current Remaining Capacity Report submitted to DEP). Further, the parties agree that any previous utilization of the Landfill for receipt and disposal of non-Lee County debris resulting from a natural disaster is for all purposes deemed cured as the result of the agreement to pay Host Fees set forth in Section Six. ”

“The Parties agree that the Contractor may apply to the DEP and such other regulatory entities as may be required to receive a permit and approval to construct and operate a lined Class III landfill, with a leachate collection system, at its own expense and risk, as a lateral expansion to the Gulf Coast Landfill consisting of approximately 57 acres immediately to the north and east of Parcels 2 and 3, and to fill this area up to a final elevation of 120 feet NGVD including final cover (hereinafter “Northeast Area”). This area, may receive exclusively Class III material as defined by Rule Chapter 62-701, FAC. The Contractor shall close this new disposal area in accordance with DEP permit requirements once this area reaches 120 feet NGVD, at its sole expense. The Contractor may also accept and dispose of Class III material at this new disposal from solid waste generators outside of Lee County including but not limited to waste material generated from outside of Lee County as a result of a natural disaster and shall accept waste material generated from within Lee County as a result of a natural disaster. Receipt of natural disaster debris from within Lee County (and as delivered or caused to be delivered by the County) shall be accepted at the landfill for a fee not to exceed \$25.94 per ton until December 31, 2011 (subject to escalation in accordance with Section Seven). Acceptance by the Contractor of natural disaster debris will be contingent upon a determination by Contractor that sufficient airspace exists to accept same given the operational requirements of the landfill (defined to mean at least three months of remaining capacity based on the most current Remaining Capacity Report submitted to DEP).”

“The Parties agree that the Contractor may apply to the DEP and such other regulatory entities as may be required to receive a permit and approval to construct and operate a lined Class III landfill, with a leachate collection system, at its own expense and risk, as an additional lateral or vertical expansion to the Gulf Coast Landfill, not otherwise described herein, and to fill this area up to a final elevation of 120 feet NGVD including final cover (hereinafter “Future Area”). This area, may receive exclusively Class III material as defined by Rule Chapter 62-701, FAC. The Contractor shall notify the County no later than two years prior to the closure of the “Northeast Area” of the Contractor’s intentions regarding the permitting and development of this ‘Future Area’. The Contractor shall close this Future disposal area in accordance with DEP permit requirements once this area reaches 120 feet NGVD, at its sole expense. The Contractor may also accept and dispose of Class III material at this new disposal area from solid waste generators outside of Lee County including but not limited to waste material generated from outside of Lee County as a result of a natural disaster and shall accept waste material generated from within Lee County as a result of a natural disaster. Receipt of natural disaster debris from within Lee County is contingent upon the negotiation of a mutually agreeable rate and upon a determination by Contractor that sufficient airspace exists to accept same given the operational requirements of the landfill (defined to mean at least three months of remaining capacity based on the most current Remaining Capacity Report submitted to DEP).”

“The County shall take no unreasonable action to delay, hinder, or restrict the Contractor in its efforts to obtain all permits, licenses and governmental approvals (“Approvals”) acceptable to Contractor in final and un-appealable form necessary for the construction and operation of the Northeast Area and the Future Area as a lined Class III landfill with a leachate collection system. Contractor shall diligently pursue all such Approvals at Contractor’s sole cost and expense.”

The parties agree that the Contractor will proceed diligently and use all reasonable efforts to obtain all Approvals in final and un-appealable form to construct and operate the Northeast Area as a lined Class III landfill by December 31, 2007. Provided Contractor continues to diligently pursue such Approvals, there shall be no adverse consequences to Contractor should the Approvals acceptable to Contractor in final and un-appealable form not be obtained by December 31, 2007. However, should Contractor abandon such efforts or should the Approvals be denied or refused by Contractor in final and un-appealable form, and further provided that Contractor has obtained the Approvals in final and un-appealable form for the Vertical Expansion, in that event, Contractor shall pay to County the sum of \$1,900,000 by way of a single payment. Contractor must accept the Approvals unless same (i) reduce or prevent the Contractor from utilizing the designed airspace capacity of the Class III landfill in the Northeast Area by more than 14.5% of such capacity set forth in Permit Application 0128933-015-SC/T3 (i.e the design capacity in cubic yards; any condition, restriction or limitation that reduces usable airspace to 85.5% or less of the DEP permitted volume pursuant to the application referenced above, allows Contractor to decline to accept such Approval); or (ii) reduce or restrict operating hours such that Contractor is unable to lawfully receive waste deliveries at least 90% of the total hours per operating week as set forth in Permit Application 0128933-015-SC/T3.

“Upon commencement of disposal activities in the Northeast Area, the Contractor shall also begin a C&D material recycling operation such that a minimum of 10% by weight of all C&D material received at the landfill shall be recycled (excluding debris received from off-site, DEP permitted, C&D recycling facilities). Recycled materials that will count toward the 10% minimum may include any C&D material that the Contractor decides to separate and recycle but shall not include vegetative waste. A credit or reduction of “Host Fees” for recycled C&D material shall not be applicable.”

SECTION SIX – FEES

Insert a new Subsection entitled “Host Fee” as follows:

“In consideration of the County interest in the Contractor’s development of Class III landfill area as specified in SECTION TWO of the Contract, the Contractor agrees to pay to the County on a monthly basis, beginning on the date of this Amendment No. 2, a “Host Fee” equal to \$1.35 per ton (as adjusted annually pursuant to Section Seven with first adjustment to be October 1, 2007) for all Class III materials received at the Gulf Coast Landfill, regardless of whether other disposal fees are collected or whether the accepted material is

actually placed in a disposal area, and including Contractor generated material) except for vegetative waste material that is not placed in a disposal area and as further described below.

- a. For the "Vertical Expansion", the total host fee shall be an amount of \$1,012,500.00 or the available airspace consumed in filling the Vertical Expansion to capacity expressed in tons times \$1.35, whichever is greater; the total host fee shall be paid in full to the County no later than the earlier of March 1, 2008 or the date on which the Vertical Expansion reaches capacity.
- b. For the "Future Area", \$1.35 per ton (as adjusted annually pursuant to Section Seven with first adjustment to be October 1, 2007) for all Class III materials received for disposal or recycling at the Gulf Coast Landfill, (regardless of whether other disposal fees are collected or whether the accepted material is actually placed in a disposal area, and including Contractor generated material) except for vegetative waste material that is not placed in the disposal area and material received in final form that is used for construction or maintenance of the Facility.
- c. For the "Northeast Area" there shall be no host fee.

C. SECTION TWENTY ONE – LANDFILL GAS

Add the following to the end of the second paragraph of this Section:

"The parties recognize that if and when the County determines to proceed with utilization of landfill gas as set forth in this Agreement there will be both legal and operating issues to be set forth in a further Amendment to this Agreement or in a separate contract. The parties agree to negotiate same in good faith. The parties also understand that any future amendment will be for the sole purpose of defining roles and responsibilities related to the inherent overlap of mechanical, operational, and regulatory activities due to the addition of landfill gas utilization equipment but that this will by no means alleviate or release the Contractor from its ongoing and future regulatory compliance requirements. Future contract amendments will reflect an appropriate and reasonable division of responsibility for costs related to the addition of landfill gas utilization equipment and related activities.

IN WITNESS WHEREOF, the Parties have hereunto set their hands and seals on the date above written by their respective duly authorized representatives.

ATTEST: CHARLIE GREEN
CLERK OF COURTS

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

By: _____
Deputy Clerk

By: _____
Chairwoman

*SIGNED ORIGINALS
IN LEE CARES OFFICE.*

APPROVED AS TO FORM:

By: _____
County Attorney

Witness: _____

WASTE MANAGEMENT, INC.
OF FLORIDA,

By: _____

Title: _____

(SEAL)

**AMENDMENT NUMBER 2
TO THE AMENDED AND RESTATED SOLID WASTE DISPOSAL EXTENSION
AGREEMENT**

This Amendment No. 2 to the Amended and Restated Solid Waste Disposal Extension Agreement (as amended, the "Agreement") between LEE COUNTY, FLORIDA (the "County") and WASTE MANAGEMENT, INC. OF FLORIDA (the "Contractor") is made on this _____ day of _____ 2006.

WHEREAS, the Contractor has notified the County as to certain proposed changes to the Contract that may be to the advantage of both the County and the Contractor, and has provided the County with information regarding such proposed changes, and;

WHEREAS the County has reviewed the proposed changes to the Contract and considered the benefits of such changes to the County and the Contractor, and;

WHEREAS the County and the Contractor have established that the proposed changes as articulated by this Amendment No. 2 to the Contract are mutually beneficial, and;

WHEREAS, on the 7 day of February, 2002, the Board of County Commissioners approved Amendment No. 1 and authorized it's Chairman to execute said Amendment No. 1 on the County's behalf, and;

WHEREAS, Pursuant to Section Eleven, Subsection 11.11 of the Agreement, the Parties agree to the following changes to the Agreement by the adoption of this Amendment, as executed below by both Parties, through their respective duly authorized representatives.

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING AND THE MUTUAL COVENANTS CONTAINED HEREIN, IT IS AGREED by and between the County and the Contractor that the following changes to the Agreement are hereby made.

PART I – GENERAL

1. Any capitalized term used herein and not defined by this Amendment, but which is defined in the Contract shall have the meaning given such term in the Agreement.
2. Any exhibits attached hereto are hereby incorporated into and made a part of this Amendment 2.
3. The Agreement shall remain in full force and effect, unmodified except as expressly set forth in this Amendment.
4. In the event that any provision of this Amendment is determined to be void, invalid, illegal or unenforceable in any respect for any reason by a State court of competent jurisdiction in Lee County, the Parties hereto shall negotiate in good faith and agree to such amendments, modifications or other supplements to this Amendment or to such other appropriate actions as shall, to the extent reasonable in light of such determination, implement and give effect to the

intentions of the Parties as reflected herein, and the other terms of this Amendment, as may be so amended, modified, or supplemented, shall remain in full force and effect.

PART II – AGREEMENT CHANGES

A. SECTION THREE – TERM OF AGREEMENT

New Subsection 3.4 is added as follows:

“3.4 The parties agree that the Agreement shall terminate prior to the end of the renewal term pursuant to the provisions of this Subsection 3.4 (“Early Termination”).

a) Unless waived in writing by Contractor, “Early Termination under this Subsection 3.4 shall be contingent upon the Contractor obtaining all permits, licenses and governmental approvals (“Approvals”) necessary for the construction and operation of the Northeast Area of the Gulf Coast Landfill as a lined Class III landfill acceptable to Contractor in final and unappealable form pursuant to the terms and conditions set forth in that certain Amendment No. 2 to the Amended and Restated Solid Waste Disposal Contract executed simultaneously with this Amendment.

b) Prior to the early termination pursuant to this Subsection 3.4, the Contractor shall have a third-party environmental audit conducted of the Landfill Facilities to be used as an indication of the parties’ status of compliance with the terms of the Agreement, applicable laws, rules, regulations and permits relating to the ownership and operation thereof, and to identify and determine the corrective actions that may be required as a result of any deficiencies or violations occurring prior to the Contractor's termination of operation of the Landfill Facilities. The environmental audit shall include such on-site testing as the Contractor deems necessary to adequately evaluate the existing environmental condition of the Landfill Facilities, including but not limited to soil borings, installation of temporary groundwater, gas and/or leachate monitoring wells and such non-destructive tests as the Contractor and the County deem reasonably necessary to determine the Landfill Facilities’ environmental condition. The environmental audit shall be conducted by an engineering firm selected by the Contractor and approved by the County in its reasonable discretion. The scope of work for the environmental audit to be performed by the engineering firm shall be determined by Contractor. The Contractor shall bear the costs of the audit. Contractor shall provide copies of the audit documents to County. All environmental audit test data shall be collected no sooner than 150 days and no later than 90 days prior to the anticipated Early Termination date. The Contractor shall bear all cost to remedy any deficiencies or violations that are reasonably demonstrated to have been caused by the activities (or lack thereof) of the Contractor pursuant to this Agreement.

c) The Contractor shall provide written notice pursuant to Subsection. 11.10 to the County of:

(i) its receipt of Approvals acceptable to Contractor and in final and unappealable form as set forth above in (a);

(ii) the date on which Contractor’s obligations to operate and conduct activities under the Agreement shall terminate (“Effective Termination Date”) which shall be sixty (60) days after Contractor obtains all Approvals acceptable to Contractor in final and unappealable form but in no event earlier than December 31, 2007.

d) County shall, at the Effective Termination Date, assume responsibility and liability for operation, closure and post-closure of the Landfill Facilities. At the Effective Termination Date Contractor shall have no obligations to County pursuant to the Agreement, the Interlocal Agreement, or the Duda Agreement except for those obligations that are specifically designated as surviving termination. Further, should the environmental audit reveal conditions that the County believes require Contractor to provide remedial action, repairs or corrections or provide indemnification to the County, it shall provide notice to Contractor of same within 60 days of receipt of the environmental audit or same shall be deemed waived.

e) At the Effective Termination Date, the equipment and personal property set forth in Attachment No. 1 hereto shall be sold to the County for the nominal consideration of \$1.00. The equipment and personal property is sold "as is, where is" without warranties of merchantability or fitness for use; provided, however, the Contractor shall continue to provide routine maintenance to the equipment in the normal course of business until the Effective Termination Date. Contractor shall provide an appropriate bill of sale for the equipment and personal property.

IN WITNESS WHEREOF, the Parties have hereunto set their hands and seals on the date above written by their respective duly authorized representatives.

TEST: CHARLIE GREEN
CLERK OF COURTS

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

By: _____
Deputy Clerk

By: _____
Chairwoman

*SIGNED ORIGINAL
IN Lee CARES OFFICE*

APPROVED AS TO FORM:

By: _____
County Attorney

Witness: _____

WASTE MANAGEMENT, INC.
OF FLORIDA,

By: _____

Title: _____

(SEAL)

Attachment No. 1
Solid Waste Disposal Agreement Amendment No. 2

| Equipment Description | Serial Number | Type |
|------------------------------|----------------------|---------------------------|
| | | |
| 2002 Ford F250 4X4 SD | 1FTNF21L02EC92473 | Pickup |
| 2002 Ford F250 4X4 Crew | 1FTNW21LX2EB24095 | Pickup |
| | | Utility Service Truck |
| | | Roll Off Water Tank Truck |
| CAT D6R LGP | 9PN01718 | Dozer |
| CAT D8R | 7XM04983 | Dozer |
| CAT 826G | 7LN00169 | Compactor |
| CAT 826G II | AYH00506 | Compactor |
| CAT 725 | AFX00293 | Articulated Truck |
| CAT 330BL | 6DR04031 | Excavator |
| D250E | 5TN01809 | Water Wagon |
| Light Plant | RL 4021 | Light Plant |
| D&D Hydraulic Pump | 10T93 | Water Pump |
| Towable Litter Fences | | Misc. |
| | | |