



CONTRACT EXECUTIVE OVERVIEW COMMERCIAL FRANCHISE AGREEMENT

Contract Year 2026

Franchisee Name Capital Waste Services, LLC

Annual non-exclusive commercial solid waste franchise agreement.

Approvals:

Project Manager	<small>Signed by:</small> <i>Alyssa Roscoe</i> <small>Signed by: 781AD8D34D9...</small>
City Finance	<i>Helena Alves</i> <small>Signed by: 4F2A3892B67B492...</small>
City Attorney	<i>Marcus Duffy</i> <small>Signed by: 8D99F76D9FD417...</small>
City Manager	<i>Mike McElotlin</i> <small>Signed by: D7DF1A254975438...</small>

Date: Mar 17, 2026 | 7:39 AM EDT

Date: Mar 26, 2026 | 3:51 PM EDT

Date: Mar 30, 2026 | 10:06 PM EDT

Date: Mar 31, 2026 | 4:54 AM EDT

Franchisee Contact Name and Email Rebecca McLemore Rebecca.Mclemore@capwasteservices.com

CITY OF PALM COAST COMERCIAL SOLID WASTE FRANCHISE APPLICATION

To apply for a Commercial Solid Waste Franchise Agreement with the City of Palm Coast, please review the attached application and Franchise Agreement. Then initial where indicated, attach the requested documentation, and DocuSign the application and the Franchise Agreement. Once you complete this submission via DocuSign, the signed application and Franchise Agreement along with all attachments will be submitted to The City of Palm Coast - Central Services Division.

Once all documentation is reviewed and determined to be complete and satisfactory, **and your annual application fee has been received**, the Franchise Agreement will be processed for City Manager signature. Upon City Manager signature, a copy of the fully executed Franchise Agreement will be returned to you via DocuSign. Within one week of execution, the City will mail you the appropriate number of vehicle window stickers.

Franchise Agreements are valid for one year from date of issuance. To renew, please contact the City to request a new application. Each application will be considered by the City Manager in the same manner as the initial application.

1. Select applicable option below and attach copy of the check for the annual application fee:
Also, please mail your check for the annual franchise application fee as soon as you complete and submit this DocuSign application and agreement. Mail Check to:



City of Palm Coast
Central Services Division
160 Lake Avenue
Palm Coast, FL 32137

<input checked="" type="checkbox"/> General Commercial Solid Waste Removal	<input type="checkbox"/> Construction & Demolition Debris Removal ONLY
<p>Required Documentation</p> <p>Annual Application Fee: \$2,500</p> <p>Liability Insurance</p> <p style="padding-left: 20px;">Public Liability (Injury) \$1,000,000 (1 Person)</p> <p style="padding-left: 20px;">\$2,000,000 (2 Persons)</p> <p style="padding-left: 20px;">Property Damage Liability: \$1,000,000</p> <p style="padding-left: 20px;">Umbrella Policy: \$5,000,000</p> <p>Workers Compensation \$500,000</p> <p>Automobile Liability: \$1,000,000</p> <p>License or Permit Bond: \$1,000,000</p> <p>Business Tax: \$200</p>	<p>Required Documentation</p> <p>Annual Application Fee: \$1,000</p> <p>Liability Insurance</p> <p style="padding-left: 20px;">Public Liability \$1,000,000 (1 Person)</p> <p style="padding-left: 20px;">\$2,000,000 (2 Persons)</p> <p style="padding-left: 20px;">Property Damage Liability: \$1,000,000</p> <p style="padding-left: 20px;">Umbrella Policy: N/A</p> <p>Workers Compensation \$500,000</p> <p>Automobile Liability: \$1,000,000</p> <p>License or Permit Bond: \$25,000</p> <p>Business Tax: \$70</p>

**In order to select and provide General Commercial Solid Waste Removal services within the City, Franchisee shall provide full recycling services, including but not limited to glass, plastic, aluminum, cardboard, etc.)*

Initial
RM

2. Attach proof of "License or Permit Bond" in amount specified above based on your selected option.



3. Attach a Certificate of Insurance (COI) listing the City of Palm Coast as Additional Insured in amounts specified based on selected option.



4. **Window Stickers** – Not applicable

5. Initial here to acknowledge your agreement that within five (5) business days of City's request, Franchisee will provide documentation of plan for disposal of all commercial waste, construction and demolition materials or recyclables collected within the City at an approved and licensed disposal site or recycling recoveries facility. RM

6. Initial here to acknowledge your agreement that within five (5) business days of City's request, Franchisee will provide written Personnel policy addressing hiring and retention of employees with regard to driving violations and random testing for use of illegal substances. RM

7. Attach a copy of your annual City of Palm Coast Local Business Tax Receipt.



8. Review and Sign the attached Franchise Agreement.

^{Initial}
RM

The undersigned individually, or if a corporation for itself, its officers and directors, hereby authorizes the City Manager, or designee, to conduct an investigation into information contained herein and related to criminal or personal records.

I have read, understood and agree to comply with the requirements contained in this application:

Signed by:
Signature: Rebecca McLemore
(Authorized Representative)

Print Name: Rebecca McLemore

Title: Office Manager

Phone Number: 386-328-9898

Date: Mar 26, 2026 | 9:21 AM EDT

Rebecca.McLemore@capwasteservices.com

NON-EXCLUSIVE COMMERCIAL SOLID WASTE FRANCHISE AGREEMENT

THIS NON-EXCLUSIVE COMMERCIAL SOLID WASTE FRANCHISE AGREEMENT ("Agreement") is made and entered into this the 31st day of March, 2026 ("Effective Date") by and between the City of Palm Coast, Florida, hereinafter referred to as "CITY", whose address is 160 Lake Avenue, Palm Coast, Florida 32164, and CAPITAL WASTE SERVICES, LLC hereinafter referred to as "FRANCHISEE", whose principal place of business is 209 Environmental Blvd, Palatka, Florida 32177.

WITNESSETH:

IN CONSIDERATION of the mutual covenants and agreements hereinafter contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed by and between the parties hereto as follows:

1. **PRELIMINARY MATTERS.** The definitions set forth in City of Palm Coast Ordinance Number 2008-05 and its implementing rules shall apply relative to this Agreement and FRANCHISEE agrees to comply with all of the provisions of Ordinance Number 2008-05 and its implementing rules.
2. **GRANT OF NONEXCLUSIVE COMMERCIAL SOLID WASTE FRANCHISE.** CITY hereby grants a nonexclusive commercial solid waste franchise to FRANCHISEE consistent with the terms and conditions of all of the provisions of Ordinance Number 2008-05 and its implementing rules which include payment of the franchise fee set forth therein. FRANCHISEE agrees to comply with the terms and conditions of all of the provisions of Ordinance Number 2008-05 and its implementing rules.
3. **TERM.** The term of this Agreement shall be for a one (1) year period commencing on the Effective Date.
4. **PAYMENT/FINANCIAL REPORTING**
 - a. **Annual Application Fee** - FRANCHISEE shall pay to CITY an annual application fee as follows:
 - (1). Commercial Solid Waste Collection Application Fee - \$2500.00 (Resolution # 2008-28), or
 - (2). Construction and Demolition Debris Collectors/Haulers Application Fee - \$1000.00 (Resolution # 2008-217).
 - b. **Monthly Franchise Fee** – FRANCHISEE shall pay to CITY a monthly Franchise Fee of 15% of gross revenues billed monthly for General Commercial Solid Waste Removal and Construction and Demolition Debris Removal (Resolution #2025-119).
 - c. **Resolution** - All fees herein are subject to change upon resolution adopted by CITY's City Council.
 - d. **Monthly Franchise Fee Reporting Requirements** - By the 15th of each month following the month of collection, FRANCHISEE shall provide CITY with a monthly report showing monthly gross revenues billed by FRANCHISEE customer. A sample of the report is attached hereto as Exhibit 1. This reporting requirement is required every month whether or not FRANCHISEE has earned any gross revenues for the prior month.
5. **OWNERSHIP/COLLECTION OF RECYCLABLES.** All recyclables, once placed at a collection location or in a recycling container at a collection location, shall become the exclusive property of FRANCHISEE.

6. LIQUIDATED DAMAGES/ADMINISTRATIVE CHARGES.

- a. FRANCHISEE's failure to perform in accordance with the provisions of Ordinance 2008-05, is a breach of this Agreement. CITY shall notify FRANCHISEE in writing of such breach and provide FRANCHISEE with liquidated damages/administrative charges assessment stating the date of infraction, type of infraction and the amount of assessment for each infraction.
- b. Upon receipt of written notice to FRANCHISEE by CITY for levy of liquidated damages/administrative charges, FRANCHISEE shall make full payment to CITY within thirty (30) days not as a penalty, but as liquidated damages/administrative charges for such breach of Ordinance 2008-05. In the event monies are due to FRANCHISEE from CITY, the amount due from CITY will be reduced by the amount of liquidated damages/administrative charges levied by CITY.
- c. The following list of liquidated damages/ administrative charges shall apply to the provisions of this Agreement:
 - (1). Failure to collect the solid waste of missed customers by 6:00 p.m. the same day when given notice before noon or by 12:00 noon the following day when given notice between 12:00 noon and 6:00 p.m.: \$150 per incident, a maximum of \$600 per truck per day.
 - (2). Over fifteen (15) well-founded customer complaints in a single month: \$20.00 per incident after the first fifteen (15).
 - (3). Collection of commercial solid waste, Construction & Demolition Debris, or Commercial recyclables before 6:00 a.m. or after 6:00 p.m.: \$500.00 per incident.
 - (4). Failure to clean wet garbage leach spillage of any type, other than hydraulic and other vehicle fluids, in accordance with franchise provisions: \$200.00 per incident.
 - (5). Failure to replace damaged commercial container within twenty-four (24) hours when damage caused by Franchisee: \$100.00 per incident.
 - (6). Failure to handle waste receptacles carefully; thoroughly empty and return containers or garbage receptacles to original location: \$250.00 per incident.
 - (7). Failure to repair damage to customer's property within seven (7) days: \$350.00 per incident.
 - (8). Failure to provide clean, safe and sanitary equipment at beginning of each work schedule: \$500.00 per incident.
 - (9). Equipment operator not properly licensed: \$500.00 per incident.
 - (10). Failure to provide required documents and reports in a timely and accurate manner: \$250.00 per incident.
 - (11). Failure to cover materials, if appropriate, on all collection vehicles: \$250.00 per incident.
 - (12). Name and phone number not displayed on all equipment and containers: \$250.00 per incident.
 - (13). Not providing current schedule and route maps: \$300.00 per incident
 - (14). Using improper equipment to service commercial customers: \$250.00 per incident.
 - (15). Failure to submit an audited financial statement by the prescribed date: \$500.00 per incident.

- (16). Failure to complete a collection route on the regular collection day: \$250.00 per day for each route not completed.
- (17). Failure to provide proper notification prior to commercial route changes: \$500.00 for route day not properly notified.
- (18). Causing tire skid marks, wet garbage leach spillage marks draining from the collection vehicle on roadways, private driveways or any thoroughfare within the service area: \$300.00 per incident.
- (19). Failure to follow established reporting operation or administrative procedures: \$300.00 per incident.
- (20). Failure to comply with the current commercial schedules and routing maps: \$250.00 per incident.
- (21). Failure to provide monthly tonnage and recycling data reports: \$250.00.
- (22). Failure to close gates on dumpster enclosures as well as container lids on commercial customer locations: \$250.00 per incident.
- (23). Causing collection vehicle hydraulic spills or leaks as well as any other fluids having potential damage or stain to asphalt, concrete or other roadway surfaces: \$500.00 per incident.
- (24). FRANCHISEE'S failure to provide the quantity of approved roster equipment within CITY during the required collection days: \$500.00 per incident.
- (25). Failure to report accidents, damage, and spillage to CITY immediately and provide a copy of a written report in the same day to CITY \$250.00 per incident.
- (26). Loaded vehicles left standing on street unnecessarily: \$150.00 per incident.
- (27). Failure to drive in proper direction: \$100.00 per incident.
- (28). Failure to deliver Class III materials to an authorized Class III landfill: \$250.00 per incident.

- d. Each complaint shall be considered well founded, unless satisfactory evidence to the contrary is furnished to CITY by FRANCHISEE within ten (10) business days of the complaint.
- e. This Section shall not limit other claims of CITY arising against FRANCHISEE.

7. STANDARDS OF CONDUCT.

- a. FRANCHISEE warrants that it has not employed or retained any company or person, other than a *bona fide* employee working solely for FRANCHISEE, to solicit or secure this Agreement and that FRANCHISEE has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for FRANCHISEE, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Agreement.
- b. If CITY determines that any employee or representative of FRANCHISEE is not satisfactorily performing his or her assigned duties or is demonstrating improper conduct pursuant to any assignment or work performed under this Agreement, CITY shall so notify FRANCHISEE, in writing. FRANCHISEE shall immediately remove such employee or representative of FRANCHISEE from such assignment.
- c. FRANCHISEE hereby certifies that no undisclosed conflict of interest exists, or will exist, with respect to this Agreement, including, but not limited to, any conflicts that may be due to representation of other clients, customers or vendees, other contractual relationships of FRANCHISEE, or any interest in property that FRANCHISEE may have. FRANCHISEE further certifies that any conflict of interest that

arises during the term of this Agreement shall be immediately disclosed in writing to CITY. Violation of this Section shall be considered as justification for immediate termination of this Agreement.

- d. FRANCHISEE shall not engage in any action that would create a conflict of interest for any CITY employee or other person during the course of performance of, or otherwise related to, this Agreement or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government.
 - e. CITY shall not intentionally award publicly-funded contracts to any FRANCHISEE who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) Section 274A(e) of the Immigration and Nationality Act (INA) as the INA may be amended from time-to-time. CITY shall consider the employment by the Contractor of unauthorized aliens, a violation of Section 274A (e) of the INA. Such violation by the Contractor of the employment provisions contained in Section 274A (e) of the INA is a per se breach of this Agreement and shall be grounds for immediate termination of this Agreement by CITY.
 - f. FRANCHISEE shall comply with the requirements of the Americans with Disabilities Act (ADA), and any and all related Federal or State laws which prohibits discrimination by public and private entities on the basis of disability.
 - g. FRANCHISEE shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement or violate any laws pertaining to civil rights, equal protection, or discrimination.
 - h. FRANCHISEE agrees to comply with all applicable Federal, State, and local laws, rules, regulations and ordinances. FRANCHISEE agrees that any program or initiative involving the work that could adversely affect any personnel involved, citizens, residents, users, neighbors or the surrounding environment shall ensure compliance with any and all employment safety, environmental and health laws.
 - i. FRANCHISEE shall ensure that all taxes due from FRANCHISEE are paid in a timely and complete manner including, but not limited to, local business taxes.
8. **NOTICES.** Whenever either party desires to give notice to the other, it must be given by written notice, sent by registered or certified United States mail, with return receipt requested, addressed to the party for whom it is intended at the place last specified and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. Until and unless so changed, the Parties designate the following as the respective places for giving of notice:

FOR CITY:

The City Manager
City of Palm Coast
160 Lake Avenue
Palm Coast, Florida 32164

FOR FRANCHISEE:

Rebecca McLemore
Capital Waste Services, LLC
209 Environmental Blvd
Palatka, Florida 32177

Written notice requirements of this Agreement shall be strictly construed and such requirements are a condition precedent to pursuing any rights or remedies hereunder. FRANCHISEE agrees not to claim any waiver by CITY of such notice requirements based upon CITY having actual knowledge, implied, verbal or constructive notice, lack of prejudice, or any other grounds as a substitute for the failure of FRANCHISEE to comply with the express written notice requirements herein. Computer notification (emails and message boards) shall not constitute proper written notice under the terms of this Agreement.

9. ALTERNATIVE DISPUTE RESOLUTION.

- a. In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties agree to exhaust any alternative dispute resolution procedures reasonably imposed by CITY prior to filing suit or otherwise pursuing legal remedies.
- b. FRANCHISEE agrees that it will file no suit or otherwise pursue legal remedies based on facts or evidentiary materials that were not presented for consideration to CITY in alternative dispute resolution procedures or which FRANCHISEE had knowledge and failed to present during CITY procedures.
- c. In the event that CITY procedures are exhausted and a suit is filed or legal remedies are otherwise pursued, the parties shall exercise best efforts to resolve disputes through voluntary mediation. Mediator selection and the procedures to be employed in voluntary mediation shall be mutually acceptable to the parties. Costs of voluntary mediation shall be shared equally among the parties participating in the mediation.

10. EXHIBITS. The full text of Ordinance Number 2008-05 and FRANCHISEE's application and related materials filed with CITY are deemed exhibits to this Agreement and each exhibit referred to and attached to this Agreement is an essential part of this Agreement. The exhibits and any amendments or revisions thereto, even if not physically attached hereto, shall be treated as if they are part of this Agreement.

11. GOVERNING LAWS/VENUE. This Agreement is to be governed by the laws of the State of Florida. Venue for any legal proceeding related to this Agreement shall be in the Seventh Judicial Circuit Court in and for Flagler County, Florida.

12. INDEPENDENT CONTRACTOR. FRANCHISEE is, and shall always be, an independent contractor and neither FRANCHISEE nor any of its officers, agents, or employees shall attain any rights or benefits under the civil service or pension ordinances of CITY, or any rights generally afforded to classified or unclassified employees of CITY.

13. INTERPRETATION. This Agreement is the result of *bona fide* arms length negotiations between CITY and FRANCHISEE and all parties have contributed substantially and materially to the preparation of the Agreement. Accordingly, this Agreement shall not be construed or interpreted more strictly against any one party than against any other party.

14. INDEMNITY.

- a. To the fullest extent permitted by law, FRANCHISEE shall indemnify, hold harmless, and defend CITY, its agents, servants, officers, officials, and employees, or any of them, from and against any and all claims, damages, losses, and expenses including, but not limited to, attorneys fees and other legal costs such as those for paralegal, investigative, and legal support services, and the actual costs incurred for expert witness testimony arising out of or resulting from the performance or provision of services required under this Agreement, provided that same is caused in whole or part by the error, omission, negligent act, failure to act, malfeasance, misfeasance, conduct, or misconduct of FRANCHISEE, its agents, servants, officers, officials, employees, or subcontractors.
- b. In accordance with Section 725.06, Florida Statutes, adequate consideration has been provided to FRANCHISEE for this obligation, the receipt and sufficiency of which is hereby specifically acknowledged.
- c. Nothing herein shall be deemed to affect the rights, privileges, and immunities of CITY as set forth in Section 768.28, Florida Statutes.
- d. In claims against any person or entity indemnified under this Section by an employee of FRANCHISEE or its agents or subcontractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Section shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for FRANCHISEE or its agents or subcontractors, under Workers Compensation acts, disability benefits acts, or other employee benefit acts.

15. INSURANCE/BONDING. FRANCHISEE shall continuously maintain the insurance coverages and bonding requirements set forth in Ordinance Number 2008-05 to the satisfaction of CITY. The specific reference of these ordinance-based obligations of FRANCHISEE shall not operate to limit the obligations of FRANCHISEE to comply with each and every provision of Ordinance Number 2008-05 although not specifically referenced in this Agreement.

16. ACCESS TO RECORDS/AUDIT/PUBLIC RECORDS.

- a. FRANCHISEE shall maintain books, records, documents, time and costs accounts, and other evidence directly related to its provision or performance of services under this Agreement. All records and cost data shall be maintained in accordance with generally accepted accounting principles.
- b. CITY may perform, or cause to have performed, an audit of the records of FRANCHISEE. This audit shall be performed at a time mutually agreeable to FRANCHISEE and CITY. The purpose of audits is to ensure that FRANCHISEE has made all, and full, appropriate payments to CITY.
- c. FRANCHISEE agrees that if any litigation, claim, or audit is started before the expiration of the record retention period established above, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.
- d. The parties specifically acknowledge that this Agreement is subject to the laws of the state of Florida, including without limitation Chapter 119, Florida Statutes, which generally make public all records or other writings made or received by the parties. If FRANCHISEE is either a "contractor" as defined in Section 119.0701(1)(a), Florida Statutes, or an "agency" as defined in Section 119.011(2), Florida Statutes, FRANCHISEE shall:
 - (1). Keep and maintain all public records required by CITY to perform the services herein; and
 - (2). Upon request from CITY's custodian of public records, provide CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S. or as otherwise provided by law; and
 - (3). Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement Term and following completion of the Agreement if FRANCHISEE does not transfer the records to CITY; and
 - (4). Upon completion or termination of the Agreement, transfer, at no cost, to CITY all public records in possession of FRANCHISEE or keep and maintain public records required by CITY to perform the services herein. If FRANCHISEE transfers all public records to CITY upon completion or termination of the Agreement, the FRANCHISEE shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If FRANCHISEE keeps and maintains public records upon completion or termination of the Agreement, FRANCHISEE shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to CITY, upon request from CITY's custodian of public records, in a format compatible with the information technology systems of CITY.
- e. All requests to inspect or copy public records relating to the Agreement shall be made directly to CITY. Notwithstanding any other provision of this Agreement to the contrary, failure to comply with the requirements of this paragraph shall result in the immediate termination of the Agreement, without penalty to CITY. A FRANCHISEE who fails to provide the public records to CITY within a reasonable time may be subject to penalties pursuant to Section 119.10, F.S. Further, FRANCHISEE shall fully indemnify and hold harmless CITY, its officers, agents and employees from any liability and/or damages, including attorney's fees through any appeals, resulting from FRANCHISEE'S failure to comply with these requirements.

f. IF FRANCHISEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE FRANCHISEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY CLERK'S OFFICE AT 386-986-3713, cityclerk@palmcoastgov.com, 160 LAKE AVENUE, PALM COAST, FLORIDA 32164.

- 17. SEVERABILITY.** If any term, provision or condition contained in this Agreement shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such term, provision or condition to persons or circumstances other than those in respect of which it is invalid or unenforceable, shall not be affected thereby, and each term, provision, and condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law when consistent with equity and the public interest. All provisions of this Agreement shall be read and applied *in pari material* with all other provisions hereof.
- 18. WAIVER.** The failure of CITY to insist in any instance upon the strict performance of any provision of this Agreement, or to exercise any right or privilege granted to CITY hereunder, shall not constitute or be construed as a waiver of any such provision or right and the same shall continue in full force and effect.
- 19. SCRUTINIZED COMPANIES.** Contractor hereby certifies that it: a) has not been placed on the Scrutinized Companies that Boycott Israel List, nor is engaged in a boycott of Israel; b) has not been placed on the Scrutinized with Activities in Sudan List nor the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and c) has not been engaged in business operations in Cuba or Syria. If City determines that Contractor has falsely certified facts under this paragraph or if Contractor is found to have been placed on the Scrutinized Companies Lists or is engaged in a boycott of Israel after the execution of this Contract, City will have all rights and remedies to terminate this Contract consistent with Section 287.135, F.S., as amended. The City reserves all rights to waive the certifications required by this paragraph on a case-by-case exception basis pursuant to Section 287.135, F.S., as amended.
- 20. CONTRACTOR PREFERENCE.** Pursuant to Section 287.05701, F.S., the City cannot give preference to a Contractor based on the Contractor's social, political, or ideological interests such as:
- a. The Contractor's political opinions, speech, or affiliations;
 - b. The Contractor's religious beliefs, religious exercise, or religious affiliations;
 - c. The Contractor's lawful ownership of a firearm;
 - d. The Contractor's lawful engagement in lawful manufacture, distribution, sale, purchase, or use of firearms or ammunition;
 - e. The Contractor's engagement in the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, mining, or agriculture;
 - f. The Contractor's support of the state or federal government in combating illegal immigration, drug trafficking, or human trafficking;
 - g. The Contractor's engagement with, facilitation of, employment by, support of, business relationship with, representation of, or advocacy for any person described herein;
 - h. The Contractor's failure to meet or commit to meet, or expected failure to meet, any of the following as long as such Contractor is in compliance with applicable state or federal law: 1) environmental standards, including emissions standards, benchmarks, requirements or disclosures; 2) social governance standards, benchmarks, or requirements, including, but not limited to, environmental or social justice; corporate board or company employment composition standards, benchmarks, requirements, or disclosures based on characteristics protected under the Florida Civil Rights Act of 1992; or policies or procedures requiring or encouraging employee participation in social justice programming, including, but not limited to, diversity, equity, or inclusion training.
- 21. E-VERIFY REGISTRATION AND USE.** Effective January 1, 2021, public and private employers, contractors and subcontractors must require registration with, and use of the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

- A. All persons employed by Contractor to perform employment duties within Florida during the term of the contract; and
- B. All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City. The Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Palm Coast.

By entering into this Agreement, the Contractor becomes obligated to comply with the provisions of Section 448.05, F.S. (2023), "Employment Eligibility," as amended from time to time. This includes, but is not limited to, utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit to Contractor attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Contractor agrees to execute the same affidavit and to maintain a copy of such affidavits for the duration of this Agreement. Failure to comply with this paragraph will result in the termination of this Agreement as provided in Section 448.095, F.S. (2023), as amended, and the Contractor will not be awarded a public contract for at least one (1) year after the date on which the Agreement was terminated. Contractor will also be liable for any additional costs to City incurred as a result of the termination of this Agreement in accordance with this section.

22. ENTIRE AGREEMENT. This Agreement shall constitute the entire understanding of the parties and shall not be changed, amended, altered or modified except in writing and signed by authorized representatives of the parties with the same formality and equal dignity herewith. All prior agreements, whether written or oral between the parties relating to the subject matter hereof are superseded by this Agreement and are of no further force or effect. Accordingly, it is agreed that no deviation from the terms of this Agreement shall be predicated upon any prior representations or agreements, whether oral or written.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date below written for execution by the CITY.

CITY OF PALM COAST:

Signed by:
 By: Mike McGlothlin
 D7DF1A254975438...

Name: Michael McGlothlin

Title: City Manager

Date: Mar 31, 2026 | 4:54 AM EDT

CAPITAL WASTE SERVICES, LLC

Signed by:
 By: Rebecca McLemore
 0AD112ABFFF0482...

Name: Rebecca McLemore

Title: Office Manager

Date: Mar 26, 2026 | 9:21 AM EDT

EXHIBIT 1

MONTHLY FRANCHISE FEE REPORT

FRANCHISEE NAME: _____

DATE OF REPORT: _____

COLLECTION MONTH: _____



Customer	Pickup Date	Revenues Earned	Franchise Fee (15% of Revenues Earned)

Sign Here: _____
Authorized Representative

Print Name: _____

Title: _____



If no gross revenues were earned for the Collection Month, please read and sign the certification below:

As an authorized representative of Franchisee, I hereby certify that to the best of my knowledge and belief, no gross revenues were earned by Franchisee for the Collection Month set forth above.

Sign Here: _____
Authorized Representative

Print Name: _____

Title: _____

**COMMERCIAL FRANCHISE AGREEMENT
DOCUMENT CHECKLIST
(Completed by City)**

 ^x - **Certificate of Insurance received**

 ^x - **Copy of Bond received**

 ^x - **Copy of Business Tax Receipt Received**

 ^x - **Copy of Check for Annual Application Fee received**

 - **Actual Check for Annual Application Fee received**

LICENSE AND/OR PERMIT BOND

Bond No. 140162

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WE, Capital Waste Services, LLC as Principal, and Evergreen National Indemnity Company, incorporated under the laws of the State of Ohio, as Surety, are held and firmly bound unto, City of Palm Coast as Obligee, in the penal sum of One Million and 00/100 Dollars (\$1,000,000.00).

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas, the Principal has been licensed as General Commercial Solid Waste Removal by the Obligee.

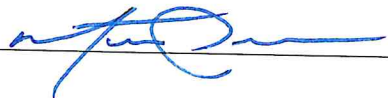
NOW THEREFORE, if the Principal shall faithfully perform the duties and in all things comply with the laws and ordinances, including all Amendments, appertaining to the license or permit it applied for, then this application to be void, otherwise to remain in full force and effect for a period commencing on the 6th day of March, 2025 and ending on the 6th day of March, 2026, unless renewed by Continuation Certificate.

This bond may be terminated at any time by the Surety upon sending notice in writing to the Obligee and to the Principal, in care of the Obligee or at such other address as the Surety deems reasonable, and at the expiration of thirty (30) days from the mailing of notice or as soon thereafter as permitted by applicable law, whichever is later, this bond shall ipso facto terminate and the surety shall thereupon be relieved from any liability for any subsequent acts or omissions of the Principal.

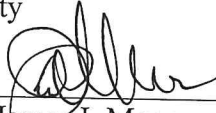
No right of action shall accrue on this bond to or for the use of any person or corporation other than Obligee named herein.

Dated this 6th day of March, 2025.

Capital Waste Services, LLC
Principal

By:  _____

Evergreen National Indemnity Company
Surety

By:  _____
James I. Moore, Attorney-In-Fact

EVERGREEN NATIONAL INDEMNITY COMPANY

Independence, Ohio

POWER OF ATTORNEY

Bond No. 140162

KNOW ALL MEN BY THESE PRESENTS: That the Evergreen National Indemnity Company, a corporation in the State of Ohio does hereby nominate, constitute and appoint:

KELLY A. GARDNER, STEPHEN T. KAZMER, JAMES I. MOORE, MARTIN MOSS, MELISSA SCHMIDT, AMY WICKETT

its true and lawful Attorney(s)-In-Fact to make, execute, attest, seal and deliver for and on its behalf, as Surety, and as its act and deed, where required, any and all bonds, undertakings, recognizances and written obligations in the nature thereof, PROVIDED, however, that the obligation of the Company under this Power of Attorney shall not exceed TWENTY FIVE MILLION AND 00/100 DOLLARS (\$25,000,000.00)

This Power of Attorney is granted and is signed by facsimile pursuant to the following Resolution adopted by its Board of Directors on the 23rd day of July, 2004:

"RESOLVED, That any two officers of the Company have the authority to make, execute and deliver a Power of Attorney constituting as Attorney(s)-in-fact such persons, firms, or corporations as may be selected from time to time.
FURTHER RESOLVED, that the signatures of such officers and the Seal of the Company may be affixed to any such Power of Attorney or any certificate relating thereto by facsimile; and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company; and any such powers so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached."

IN WITNESS WHEREOF, the Evergreen National Indemnity Company has caused its corporate seal to be affixed hereunto, and these presents to be signed by its duly authorized officers this 1st day of April, 2024.

EVERGREEN NATIONAL INDEMNITY COMPANY



By: [Signature]
Robert W. Shepard, President
By: [Signature]
David A. Canzone, CFO

Notary Public)
State of Ohio)

SS:

On this 1st day of April, 2024, before the subscriber, a Notary for the State of Ohio, duly commissioned and qualified, personally came Robert W. Shepard and David A. Canzone of the Evergreen National Indemnity Company, to me personally known to be the individuals and officers described herein, and who executed the preceding instrument and acknowledged the execution of the same and being by me duly sworn, deposed and said that they are the officers of said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of said Corporation, and that the resolution of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at Cleveland, Ohio, the day and year above written.



WILLIAM J. KOVAL, JR.
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration date.
Section 147.03 R.C.

By: [Signature]
William J. Koval, Jr., Notary Public
My commission has no expiration date
Section 147.03 R.C.

State of Ohio)

SS:

I, the undersigned, Secretary of the Evergreen National Indemnity Company, a stock corporation of the State of Ohio, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the Resolution of the Board of Directors, set forth herein above, is now in force.

Signed and sealed in Independence, Ohio, this 6th day of March, 2025.



[Signature]
Wan C. Collier, Secretary

Continuation Certificate

To be attached to Bond described below, executed by Evergreen National Indemnity Company as Surety, Herrington Industries, LLC, as Principal, and City of Palm Coast as Obligee on Bond No. 140107.

Said Principal and said Surety hereby agree that the term thereof be and hereby is extended to the 1st-day of February 2027, subject to all other provisions, conditions and limitations of said bond, upon the express condition that the Surety's liability there under during the original term of said bond and during any extended term thereof shall not be cumulative and shall in no event exceed the sum of \$25,000.00.

IN WITNESS THEREOF, the said Principal and said Surety have signed or caused the Certificate to be duly signed and their respective seals to be hereto affixed this 5th day of January, 2026.

Herrington Industries, LLC
(Principal)

By: _____

Evergreen National Indemnity Company
(Surety)

By: 
James I. Moore, Attorney-in-Fact




State of Illinois }
 } ss.
County of DuPage }

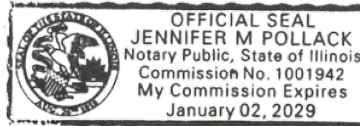
On January 5, 2026, before me, Jennifer M. Pollack a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared James I. Moore known to me to be Attorney-in-Fact of Evergreen National Indemnity Company the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

My Commission Expires January 02, 2029



Jennifer M. Pollack, Notary Public
Commission No. 1001942



EVERGREEN NATIONAL INDEMNITY COMPANY
Independence, Ohio

POWER OF ATTORNEY

Bond No. 140107

KNOW ALL MEN BY THESE PRESENTS: That the Evergreen National Indemnity Company, a corporation in the State of Ohio does hereby nominate, constitute and appoint:

KELLY A. GARDNER, STEPHEN T. KAZMER, JAMES I. MOORE, MARTIN MOSS, MELISSA SCHMIDT, AMY WICKETT

its true and lawful Attorney(s)-In-Fact to make, execute, attest, seal and deliver for and on its behalf, as Surety, and as its act and deed, where required, any and all bonds, undertakings, recognizances and written obligations in the nature thereof, PROVIDED, however, that the obligation of the Company under this Power of Attorney shall not exceed FORTY MILLION AND 00/100 DOLLARS (\$40,000,000.00)

This Power of Attorney is granted and is signed by facsimile pursuant to the following Resolution adopted by its Board of Directors on the 23rd day of July, 2004:

“RESOLVED, That any two officers of the Company have the authority to make, execute and deliver a Power of Attorney constituting as Attorney(s)-in-fact such persons, firms, or corporations as may be selected from time to time.
FURTHER RESOLVED, that the signatures of such officers and the Seal of the Company may be affixed to any such Power of Attorney or any certificate relating thereto by facsimile; and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company; and any such powers so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.”

IN WITNESS WHEREOF, the Evergreen National Indemnity Company has caused its corporate seal to be affixed hereunto, and these presents to be signed by its duly authorized officers this 1st day of April, 2024.

EVERGREEN NATIONAL INDEMNITY COMPANY



By: _____
Robert W. Shepard, President

By: _____
David A. Canzone, CFO

Notary Public)
State of Ohio)

SS:

On this 1st day of April, 2024, before the subscriber, a Notary for the State of Ohio, duly commissioned and qualified, personally came Robert W. Shepard and David A. Canzone of the Evergreen National Indemnity Company, to me personally known to be the individuals and officers described herein, and who executed the preceding instrument and acknowledged the execution of the same and being by me duly sworn, deposed and said that they are the officers of said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of said Corporation, and that the resolution of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at Cleveland, Ohio, the day and year above written.



WILLIAM J. KOVAL, JR.
NOTARY PUBLIC • STATE OF OHIO
My commission has no expiration date.
Section 147.03 R.C.

By: _____
William J. Koval, Jr., Notary Public
My commission has no expiration date
Section 147.03 R.C.

State of Ohio)

SS:

I, the undersigned, Secretary of the Evergreen National Indemnity Company, a stock corporation of the State of Ohio, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the Resolution of the Board of Directors, set forth herein above, is now in force.

Signed and sealed in Independence, Ohio, this 5th day of January, 2026 .



Wan C. Collier, Secretary



City of Palm Coast

Local Business Tax Receipt

THIS TAX RECEIPT EXPIRES: 9/30/2025

Business Name: CAPITAL WASTE SERVICES LLC

Business ID: 24683

Location: 209 ENVIRONMENTAL BLVD

Mailing Address:

Business Phone: 386-326-9898

CAPITAL WASTE SERVICES LLC
209 ENVIRONMENTAL BLVD

PALATKA, FL 32177

Local Business Tax Receipt

The issuance of this Business Tax Receipt based upon payment of the tax in no way confers any right to violate any law, ordinance or regulation of this State, Flagler County or City of Palm Coast. Payment of the tax does not grant or determine any land use, zoning or development approval of any kind under Federal, State or local law, rule, regulation, code or ordinance. Any questions regarding this Business Tax Receipt should be directed to the city

**POST IN A
CONSPICUOUS
PLACE**

Business Class: D097 DUMPSTER SERVICE

Issued Date: 3/24/2025

Business Tax Department

This Business Tax Receipt is NOT Transferable

Office Copy Only

**KEEP THIS COPY
FOR YOUR
RECORDS**

City of Palm Coast

Local Business Tax Receipt

THIS TAX RECEIPT EXPIRES: 9/30/2025

Business Name: CAPITAL WASTE SERVICES LLC

Business ID: 24683

Location: 209 ENVIRONMENTAL BLVD

Mailing Address: CAPITAL WASTE SERVICES LLC
209 ENVIRONMENTAL BLVD

Business Phone: 386-326-9898

PALATKA, FL 32177

Local Business Tax Receipt

The issuance of this Business Tax Receipt based upon payment of the tax in no way confers any right to violate any law, ordinance or regulation of this State, Flagler County or City of Palm Coast. Payment of the tax does not grant or determine any land use, zoning or development approval of any kind under Federal, State or local law, rule, regulation, code or ordinance. Any questions regarding this Business Tax Receipt should be directed to the city

Business Class: D097 DUMPSTER SERVICE

Issued Date: 3/24/2025

Business Tax Department



Capital Waste Services LLC
Operating
1450 BLUFF RD
COLUMBIA, SC 29201
803-814-0040

COMERICA BANK
9-9/720

18664

3/25/2026

PAY TO THE
ORDER OF

City of Palm Coast

\$ **2,500.00

Two Thousand Five Hundred and 00/100*****

DOLLARS

City of Palm Coast
Central Services Division
160 Lake Ave
Palm Coast FL 32137



AUTHORIZED SIGNATURE

MEMO

⑈0 18664⑈ ⑆072000096⑆ 1853414850⑈

Capital Waste Services LLC Operating

18664

City of Palm Coast

3/25/2026

Document No.	Document Date	Posting Desc.	Amount	Discount	Net Amount
2026 FRANCH APPL RENEWAL CSW	3/20/2026		\$2,500.00		\$2,500.00

10315 Cash : AP Open Checks Clearing Account

\$2,500.00