

**RESOLUTION NO. 22-08**

**A RESOLUTION OF THE CITY OF PANAMA CITY BEACH,  
FLORIDA, APPROVING AN ASSIGNMENT OF A  
RESIDENTIAL SOLID WASTE COLLECTION FRANCHISE  
AGREEMENT TO WASTE PRO OF FLORIDA, INC.**

**BE IT RESOLVED** that the appropriate officers of the City are authorized to execute and deliver on behalf of the City that certain Assignment of the Residential Solid Waste Collection Franchise Agreement between the City, Mr. Trash II, LLC, and Waste Pro of Florida, Inc., in substantially the form **attached** and presented to the Council today, with such changes, insertions or omissions as may be approved by the City Manager and whose execution shall be conclusive evidence of such approval.

**THIS RESOLUTION** shall be effective immediately upon passage.

**PASSED** in regular session this 14<sup>th</sup> day October, 2021.

**CITY OF PANAMA CITY BEACH**

By: \_\_\_\_\_

  
Mark Sheldon, Mayor

**ATTEST:**

  
\_\_\_\_\_  
Lynne Fasone, City Clerk

## CONSENT TO ASSIGNMENT

This Consent to Assignment ("Consent") made and entered as of this 20<sup>th</sup> day of October, 2021, by and between MR. TRASH II, LLC, a Florida limited liability company d/b/a Mr. Trash ("Mr. Trash"), WASTE PRO OF FLORIDA, INC., a Florida corporation d/b/a Waste Pro ("Waste Pro"), and the City of Panama City Beach, Florida ("City"). Capitalized terms used but not otherwise defined herein shall have the meaning ascribed to them in the Franchise Agreement referenced below.

### WITNESSETH:

WHEREAS, on December 13, 2018, the City approved a non-exclusive Residential Solid Waste Collection Franchise Agreement between the City and Mr. Trash ("the Franchise Agreement"); and

WHEREAS, Mr. Trash desires to wholly transfer its ownership to Waste Pro, who desires and is willing and able to assume and perform Mr. Trash's obligations under the Franchise Agreement; and

WHEREAS, pursuant to Section 28 of the Franchise Agreement, any transaction that results in a transfer in ownership is subject to the Council's approval.

NOW THEREFORE, the parties agree as follows:

1. The parties agree that the Franchise Agreement has at all times been, and remains, in full force and effect.
2. The City hereby consents to the assignment to Waste Pro by Mr. Trash, of all of Mr. Trash's rights and obligations under the Franchise Agreement, provided that Mr. Trash shall guarantee the full and complete satisfactory performance of Waste Pro. Waste Pro and Mr. Trash agree and acknowledge that this Consent does not relieve Mr. Trash of its liability under the Franchise Agreement.
3. In the event of the breach of the Franchise Agreement, the parties agree the City may, in exercising the remedies available to it under the Franchise Agreement and at law, seek recourse from Mr. Trash or Waste Pro, or both of them, jointly and severally.
4. This Consent shall be effective as of transfer of ownership (the "Effective Date"), and Mr. Trash and Waste Pro shall inform the City Manager within three calendar days of the completion of the transfer.
5. Waste Pro hereby confirms that, following the Effective Date, it will fulfill and be bound by the terms, conditions, and obligations imposed by the Franchise Agreement. Waste Pro further confirms that it has the

financial resources, expertise, equipment and other capabilities necessary to do so.

- 6. In the event of the breach of the Franchise Agreement, the parties agree that City may, in exercising the remedies available to it under the Franchise Agreement and at law, seek recourse from Waste Pro or Mr. Trash, or both of them, jointly and severally.

IN WITNESS WHEREOF, the parties have set their hands and seals as of the day and year first above written.

MR. TRASH, ASSIGNOR:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
[ ]

\_\_\_\_\_  
Witness

STATE OF FLORIDA  
COUNTY OF BAY

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 2021 by [ ], [ ] of Mr. Trash, on behalf of the company,

- ( ) who is personally known to me,
- ( ) who produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Print, Type or Stamp Name  
Commission Expiration Date:  
Notary Public, State of Florida

IN WITNESS WHEREOF, the parties have set their hands and seals as of the day and year first above written.

CITY OF PANAMA CITY BEACH

[Signature]  
Witness  
Lynne Fasone  
Witness

[Signature]  
Drew Whitman, City Manager

STATE OF FLORIDA  
COUNTY OF BAY

The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of October, 2021 by Drew Whitman, City Manager of the City of Panama City Beach, on behalf of the City, and who is personally known to me.

Lynne Fasone  
Signature of Notary Public

Lynne Fasone  
Print, Type or Stamp Name

Commission Expiration Date:  
Notary Public, State of Florida



Lynne Fasone  
Notary Public  
State of Florida  
Comm# HH096235  
Expires 2/22/2025

IN WITNESS WHEREOF, the parties have set their hands and seals as of the day and year first above written.

WASTE PRO, ASSIGNEE:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
By:

\_\_\_\_\_  
Witness

Its:

STATE OF FLORIDA  
COUNTY OF BAY

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 2021 by \_\_\_\_\_, [ ] of Waste Pro, on behalf of the company

- ( ) who is personally known to me.
- ( ) who produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Print, Type or Stamp Name  
Commission Expiration Date:  
Notary Public, State of Florida