

## **ORDINANCE 3367-26**

### **AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA ADOPTING A SECOND AMENDMENT TO THE SOLID WASTE AND RECYCLABLES COLLECTION FRANCHISE AGREEMENT BETWEEN THE CITY OF WINTER PARK AND WASTE PRO OF FLORIDA, INC. TO EXTEND THE TERM OF THE AGREEMENT AND MAKE OTHER AMENDMENTS; AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, the City of Winter Park, Florida (the "City") entered into a Solid Waste and Recyclables Collection Franchise Agreement Between the City and Waste Pro of Florida, Inc. (the "Agreement"), which requires Waste Pro to collect certain types of Solid Waste and Recyclable Materials for the City for an initial seven (7) year term commencing on October 31, 2016 and terminating on October 29, 2023; and

**WHEREAS**, the Agreement was approved by City of Winter Park Ordinance 3042-16; and

**WHEREAS**, on September 27, 2023, the City Commission adopted Ordinance 3285-23 approving an Amendment to the Agreement that provided, among other things, for a three year extension of the initial term of the Agreement with a new termination date of October 29, 2026; and

**WHEREAS**, the City and Waste Pro of Florida, Inc. desire to further extend the term of the Agreement for five additional years to October 30, 2031, and to execute a Second Amendment to the Agreement concerning the same and making amendments to incorporate additional commitments made by Waste Pro of Florida, Inc.; and

**WHEREAS**, the City finds that the provisions in the attached Second Amendment will promote the public health, safety, and welfare, and are in the public interest; and

**WHEREAS**, the City, pursuant to the authority granted by Article VIII, Section 2, Florida Constitution (1968, as amended), Section 166.021, Florida Statutes, Section 180.14, Florida Statutes, and Chapter 403, Part IV, Florida Statutes, may grant to private companies or corporations the privilege or franchise for the collection and disposal of solid waste, other waste, and recyclable material for such term of years and upon such conditions and limitations as may be deemed expedient and for the best interest of the City; and

**WHEREAS**, Section 2.11(b)(4) of the Charter of the City authorizes the granting, renewing or extending of a franchise; and

**WHEREAS**, after due and proper review, evaluation, and consideration of this amendment submitted, the city finds that it is expedient and in the best interest of the City to adopt the attached Amendment of Solid Waste and Recyclables Collection

Franchise ("Franchisee"), for the collection and delivery for disposal of solid waste, yard waste, bulk waste, recyclables, and construction and demolition debris (collectively "Waste") from residents, businesses, and other entities within the municipal boundaries of the City.


**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF WINTER PARK, FLORIDA, AS FOLLOWS:**

**Section 1. Recitals.** The above recitals are true and correct and are incorporated herein by this Ordinance as the findings of the Winter Park City Commission.

**Section 2. Second Amendment of Franchise Agreement.** The City of Winter Park hereby approves the further 5-year extension of the Agreement and other modifications by way of the Second Amendment of Solid Waste and Recyclables Collection Franchise Agreement between the City of Winter Park and Waste Pro of Florida, attached hereto and incorporated herein as **Exhibit "A"** (the "Second Amendment"). The Mayor and City Clerk are hereby authorized to execute the Second Amendment on behalf of the City of Winter Park.

**Section 3. Effective Date.** This Ordinance shall take effect immediately upon adoption.

PASSED and ADOPTED this 10th day of June, 2026.

Attest:  DS  
Signed by: Kim Breland  
0A1A9DBFFCF744E...  
Kim Breland, Deputy City Clerk

CITY OF WINTER PARK  
Signed by: Sheila DeCiccio  
9597E756E320453  
Mayor Sheila DeCiccio

**EXHIBIT A**

**SECOND AMENDMENT OF SOLID WASTE AND RECYCLABLES  
COLLECTION FRANCHISE AGREEMENT BETWEEN CITY OF WINTER  
PARK AND WASTE PRO OF FLORIDA, INC.**

This Second Amendment of Solid Waste and Recyclables Collection Franchise Agreement Between City of Winter Park, Florida and Waste Pro of Florida, Inc., is dated this 10th day of June, 2026, by and between the City of Winter Park, a Florida municipal corporation (the "City"), located at 401 Park Avenue South, Winter Park, Florida 32789, and Waste Pro of Florida, Inc., a Florida corporation ("Franchisee"), located at 2101 West State Road 434, Suite 305, Longwood, Florida 32779.

**RECITALS**

WHEREAS, the City and Franchisee entered into that certain Solid Waste and Recyclables Collection Franchise Agreement Between City of Winter Park, Florida and Waste Pro of Florida, Inc. (the "Agreement"), which requires Waste Pro to collect certain types of Solid Waste and Recyclable Materials for the City for a seven (7) year term commencing on October 31, 2016 and terminating on October 29, 2023; and

WHEREAS, the Agreement was approved by City of Winter Park Ordinance 3042-16; and

WHEREAS, in 2023 the City and Franchisee previously executed an Amendment to the Agreement extending the initial term of the Agreement for three (3) years to October 29, 2026, which Amendment was approved by City of Winter Park Ordinance 3285-23; and

WHEREAS, the City and Franchisee desire to further extend the term of the Agreement for five (5) additional years to October 31, 2031; and

WHEREAS, the City Commission has approved this Second Amendment by Ordinance and found that the provisions in this Second Amendment will promote the public health, safety, and welfare, and are in the public interest.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Franchisee agree that they shall be bound by and shall comply with the following provisions of this Second Amendment:

**SECTION 1.** The City and Franchisee agree that the Recitals set forth above are accurate and correct.

**SECTION 2.** The capitalized words and phrases used in this Amendment are defined in the Agreement.

**SECTION 3.** The City and Franchisee agree to amend the Agreement to extend the Initial

