



**Public Works Department**  
**Commercial Services Franchise Application**

**Applicant Information:**

Name Waste Pro \_\_\_\_\_

Address 13331 Southern Precast Dr \_\_\_\_\_

City/State/Zip Code Alachua, FL 32615 \_\_\_\_\_

Phone Number 386-462-2500 \_\_\_\_\_

**Service Type Requested:**

☐ To provide containers only;

☒ To provide commercial solid waste collection and disposal services as defined by County ordinance.

**To the applicant:** The following information is provided to assist you in preparing your application for a non-exclusive franchise to provide containers for commercial solid waste services and/or to provide commercial solid waste collection and disposal services to properties located in Unincorporated Alachua County. Please provide the required information as an attachment to the franchise application requirement checklist.

**Franchise Application Requirements**  
**And Requirement Checklist**

- ☐ 1. If the applicant is a publicly owned corporation with less than 25 shareholders or a privately owned partnership or corporation, provide the name(s) and business address(es) of principal officers and stockholders and other persons having financial or controlling interest in the partnership or corporation; *Attached*
- ☐ 2. If the applicant is a publicly owned corporation with more than 25 shareholders, provide the name(s) and business address(es) of local managing officers of the publicly owned corporation; *NA*
- ☐ 3. Criminal convictions, withheld adjudication and/or plea of nolo contendere for any felonies of the applicant, if the applicant is an individual, or of any individual having controlling interest a firm, corporation, partnership, association or organization making application; *NA*
- ☐ 4. A statement of whether such applicant operates(ed) a solid waste collection business in this or any other state or territory under a franchise, permit or license; and if so, where and whether such franchise, permit or license has ever been revoked or suspended, and the reasons therefore; *Ltd included None revoked*
- ☐ 5. Proof that corporation is in good standing in the state of incorporation, and if not a Florida Corporation, proof that applicant is qualified to do business in the State of Florida; *included*
- ☐ 6. If applicant is other than a corporation and is operating under a fictitious name, applicant shall be required to submit information that such fictitious name is registered and held by applicant; *NA*



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- ☐ 7. List of type, number and complete description of all equipment to be used by applicant for providing safe and efficient services. *included*
- ☐ 8. Applicant shall maintain in full force and effect the following insurance coverages, and file with the County Manager a certificate of insurance for all policies written in applicant's name, to remain on file with the County for the franchise term to include: *included*
  - ☐ Comprehensive general liability policy. A copy of the policy must be furnished to the County Manager;
  - ☐ Policy must be in applicant's name, a per occurrence form policy, and coverage must be for limits not less than \$1,000,000 General Aggregate, \$1,000,000 Products / Completed Operations Aggregate, \$1,000,000 Personal and Advertising Injury Liability, \$1,000,000 each Occurrence, \$50,000 Fire Damage Liability and \$5,000 Medical Expense.
  - ☐ Automobile liability insurance, including coverage for all Owned vehicles, Hired and Non-Owned vehicles for Bodily Injury and Property Damage of not less than \$1,000,000 combined single limit each accident; and
  - ☐ Workers compensation as required by Florida Statute.
- ☐ 9. Applicant shall pay the County a nonrefundable application fee as specified in Application Fee Schedule. *Included*
- ☐ 10. Applicant shall post and maintain a security deposit with the County in the amount of \$2,500 in cash or the estimated amount of franchise fees for a three month period, whichever sum is greater, to guarantee performance under this franchise.

### **Definitions:**

1. **Applicant:** a person applying to Alachua County for a franchise to provide commercial service within Unincorporated Alachua County for hire, remuneration or other consideration.
2. **Franchisee:** person to whom the County has issued a non exclusive franchise to provide containers for commercial solid waste services and/or to provide commercial solid waste collection and disposal services to properties in Unincorporated Alachua County.
3. **Registrant:** shall be a person who has applied with the County to collect, transport, convey or process recovered materials in unincorporated Alachua County and has subsequently received a registration certificate from the County. (Note: a franchisee may be a registrant).



**Public Works Department**  
**Commercial Services Franchise Application**

Applicant agrees to comply with all applicable provisions of the Alachua County, Florida Code of Ordinances and permit applications as may be amended.

Sharon Johnson  
Applicant name (Print or Type)

Sharon Johnson  
Applicant signature

8/27/2019  
Application submission date

Jeff Klugh 9/9/2019  
Application received by date

Jeff Klugh 50259973 8/27/2019  
Application fee received by check number check date

[Signature] 9/9/2019  
Approved County Manager/designee signature date

***IF INCORPORATED PLEASE PROVIDE CORPORATE RESOLUTION STATING THAT THE INDIVIDUAL EXECUTING THIS APPLICATION IS AUTHORIZED TO EXECUTE IT ON BEHALF OF THE CORPORATION.***



**Public Works Department**  
**Commercial Services Franchise Application**

**Affidavit**

The below named person, as applicant, or legal representative for applicant, does hereby certify that all required information has been attached to this application and become a part thereof.

Applicant, or applicant's legal representative, agrees that applicant will comply with all provisions of the Alachua County Code of Ordinances, the laws, rules, ordinances and regulations of Alachua County, the State of Florida and of the United States.

Sharon Johnson  
Applicant's (or Applicant's legal representative) Name Printed

Regional Controller  
Title of Applicant (or Applicant's legal representative)

Sharon Johnson  
Signature of Applicant (or applicant's legal representative)

STATE OF FLORIDA  
COUNTY OF Alachua

The foregoing instrument was acknowledged before me this 21<sup>st</sup> day of August, in the year 2019, by Sharon Johnson, as Regional Controller of Waste Pro of Florida corporation, on behalf of the corporation. They/he/she are/is personally known to me or has produced personally known as identification.

Notary Public, State of Florida

Print Name: Brittany Mills  
My Commission Expires: April 18, 2021





# *State of Florida*

## *Department of State*

I certify from the records of this office that WASTE PRO OF FLORIDA, INC. is a corporation organized under the laws of the State of Florida, filed on January 5, 2001.

The document number of this corporation is P01000003611.

I further certify that said corporation has paid all fees due this office through December 31, 2019, that its most recent annual report/uniform business report was filed on January 7, 2019, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capital, this  
the Seventeenth day of September,  
2019*



*Randy Be*  
**Secretary of State**

Tracking Number: 7035125375CU

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

**2019 FLORIDA PROFIT CORPORATION ANNUAL REPORT**

DOCUMENT# P01000003611

**Entity Name:** WASTE PRO OF FLORIDA, INC.

**Current Principal Place of Business:**

2101 W SR 434  
3RD FLOOR  
LONGWOOD, FL 32779

**Current Mailing Address:**

2101 W SR 434  
3RD FLOOR  
LONGWOOD, FL 32779 US

**FEI Number:** 59-3701785

**Certificate of Status Desired:** Yes

**Name and Address of Current Registered Agent:**

VELEZ, MALENIE  
2101 W SR 434  
3RD FLOOR  
LONGWOOD, FL 32779 US

*The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.*

**SIGNATURE:** MALENIE VELEZ

01/07/2019

Electronic Signature of Registered Agent

Date

**Officer/Director Detail :**

Title CEO  
Name JENNINGS, JOHN J  
Address 2101 W SR 434  
3RD FLOOR  
City-State-Zip: LONGWOOD FL 32779

Title CFO, EVP  
Name SABINA, CORT  
Address 2101 W SR 434  
3RD FLOOR  
City-State-Zip: LONGWOOD FL 32779

Title SECRETARY  
Name JENNINGS, SEAN MICHAEL  
Address 2101 W SR 434  
3RD FLOOR  
City-State-Zip: LONGWOOD FL 32779

*I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.*

**SIGNATURE:** CORT SABINA

EVP CFO

01/07/2019

Electronic Signature of Signing Officer/Director Detail

Date

**Additional Named Insureds for Waste Pro USA, Inc. include the following:**

**Waste Pro of AL Inc.**

**Waste Pro of FL Inc.**

**Waste Pro of GA Inc.**

**Waste Pro of LA Inc.**

**Waste Pro of MS Inc.**

**Waste Pro of TN Inc.**

**Waste Pro of NC Inc.**

**Waste Pro of SC Inc.**

**Applewhite Recycling LLC**

**American Recycling of GA LLC**

**American Recycling of Alabama LLC**

**Delta Sanitation LLC, Talley Disposal LLC**

Waste Pro Truck List  
Div 104

Truck #	Type
12	Pick up
26	Pick up
65	CD
70	Pick up
19	Pick up
131	Roll off
152	Roll off
380	Rear Loader
1518	Recycle
1534	Resi
1535	Recycle
1536	Resi
1537	Resi
900	Front Load
924	Front Load
974	Front Load
978	Front Load
11012	Front Load



**ALA0010****ALACHUA COUNTY BOCC****8/27/2019****50259933**

Ref Nbr

Invoice Nbr

Invc Date

Invoice Amount

WASTE PRO USA  
Amount Paid

Disc Taken

Net Check Amt

01658770	2019FF-RENEWAL	08/21/19	250.00	250.00	0.00	250.00
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RE: Continuation Certificate

Dear Sir/Madam:

Enclosed please find your Continuation Certificate. Should you have any questions regarding this Certificate, please contact me at the number below. If you have received one that requires your acceptance, please sign and email a signed copy back to me. My email address is [mvelez@wasteprousa.com](mailto:mvelez@wasteprousa.com).

Thank you.

Very truly yours,

Malenie Velez  
Bond Administrator  
407-937-2627

RECEIVED

SEP 30 2019

Alachua County  
Public Works Department

**RLI Insurance Company**  
**Annually Renewable Performance Bond**  
**BOND # CMS0292597**

KNOW ALL MEN BY THESE PRESENTS: That Waste Pro of Florida, Inc. (hereinafter called the Principal), and RLI Insurance Company (hereinafter called the Surety), are held and firmly bound unto Alachua County, FL (hereinafter called the Obligor), in the full and just sum of Nineteen Thousand Eight Hundred Ninety Five Dollars and 97/100 Dollars (\$ 19,895.97 ), the payment of which sum, well and truly to be made, the said Principal and Surety bind themselves, and each of their heirs, administrators, executors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has by written agreement dated the 1st day of October, 2019 entered into a Contract with the Obligor for Franchise Fee Agreement - Alachua County Florida for a period of 1 years which contract is hereby referred to and made a part hereof.

WHEREAS, the Obligor has agreed to accept a bond guaranteeing the performance of said contract for a period of one year.

NOW, THEREFORE, THE CONDITIONS OF THE ABOVE OBLIGATION IS SUCH, that if the Principal shall well and truly perform each and every obligation in said Contract at the time and in the manner specified during the term of this bond, and shall reimburse said Obligor for any loss which said Obligor may sustain by reason of failure or default on the part of said Principal, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, That this bond is subject to the following conditions:

1. This bond is for the term beginning October 1, 2019 and ending September 30, 2020. The bond may be extended for additional terms at the option of the surety, by continuation certificate executed by the Surety. This bond may also be cancelled by the Surety with thirty (30) days written notice to the Obligor. Neither non-renewal or cancellation by the Surety, nor failure, nor inability of the Principal to file a replacement bond shall constitute a loss to the Obligor recoverable under this bond.
2. In the event of default, the Surety will have the right and opportunity, at its sole discretion, to: a) cure the default; b) assume the remainder of the Contract and to perform or sublet same; c) or to tender to the Obligor funds sufficient to pay the cost of completion less the balance of the Contract price up to an amount not to exceed the penal sum of the bond. In no event shall the Surety be liable for fines, penalties, liquidated damages, or forfeitures assessed against the Principal.
3. No claim, action, suit or proceeding, except as hereinafter set forth, shall be had or maintained against the Surety on this instrument unless same be brought or instituted upon the Surety within one year from termination or expiration of the bond term.
4. No right of action shall accrue on this bond to or for the use of any person or corporation other than the Obligor named herein or the heirs, executors, administrator or successors of Obligor.
5. The aggregate liability of the surety is limited to the penal sum stated herein regardless of the number or amount of claims brought against this bond and regardless of the number of years this bond remains in force.
6. If any conflict or inconsistency exists between the Surety's obligations or undertakings as described in this bond and as described in the underlying document, then the terms of this bond shall prevail.
7. This bond shall not bind the Surety unless the bond is accepted by the Obligor. The

acknowledgement and acceptance of this bond is demonstrated by signing where indicated below. If this obligation is not accepted by way of signature of the Obligee below, this bond shall be deemed null and void.

Signed and sealed this 19th day of September, 2019.

PRINCIPAL:

Waste Pro of Florida, Inc. (seal)

By:

*Malene*

(name & title)

*Bond Administrator*

SURETY:

RLI Insurance Company (seal)

By:

*[Signature]*  
Attorney-in-Fact  
Joshua Sanford

THE ABOVE TERMS AND CONDITIONS OF THIS BOND HAVE BEEN REVIEWED AND ACCEPTED BY AN AUTHORIZED REPRESENTATIVE OF THE (OBLIGEE).

ACKNOWLEDGED AND ACCEPTED BY OBLIGEE:

BY:

PRINTED NAME/TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

PLEASE RETURN A COPY OF ACCEPTED BOND TO:





# POWER OF ATTORNEY

## RLI Insurance Company Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615  
Phone: 800-645-2402

Bond No. CMS0292597

### Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes, but may be detached by the approving officer if desired.

That this Power of Attorney may be effective and given to either or both of RLI Insurance Company and Contractors Bonding and Insurance Company, required for the applicable bond.

That RLI Insurance Company and/or Contractors Bonding and Insurance Company, each Illinois corporations (as applicable), each authorized and licensed to do business in all states and the District of Columbia do hereby make, constitute and appoint:

Joshua Sanford in the City of Atlanta, State of GA,

it's true and lawful Agent and Attorney in Fact, with full power and authority hereby conferred upon him/her to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed Twenty Five Million Dollars (\$25,000,000) for any single obligation, and specifically for the following described bond.

Principal: Waste Pro of Florida, Inc.

Obligee: Alachua County, FL

RLI Insurance Company and Contractors Bonding and Insurance Company, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and now in force, to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the Corporation shall be executed in the corporate name of the Corporation by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Corporation. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the Corporation. The signature of any such officer and the corporate seal may be printed by facsimile or other electronic image."

IN WITNESS WHEREOF, RLI Insurance Company and/or Contractors Bonding and Insurance Company, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 19th day of September, 2019.



RLI Insurance Company  
Contractors Bonding and Insurance Company

B. W. Davis  
Barton W. Davis Vice President

State of Illinois  
County of Peoria

} SS

### CERTIFICATE

On this 19th day of September, 2019, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the RLI Insurance Company and/or Contractors Bonding and Insurance Company, and acknowledged said instrument to be the voluntary act and deed of said corporation.

By: Gretchen L. Johnnigk  
Gretchen L. Johnnigk Notary Public



I, the undersigned officer of RLI Insurance Company and/or Contractors Bonding and Insurance Company, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the RLI Insurance Company and/or Contractors Bonding and Insurance Company this 19th day of September, 2019.

RLI Insurance Company  
Contractors Bonding and Insurance Company  
By: Jean M. Stephenson  
Jean M. Stephenson Corporate Secretary

A00A1817



**RLI Insurance Company**  
**Annually Renewable Performance Bond**  
**BOND # CMS0292597**

KNOW ALL MEN BY THESE PRESENTS: That Waste Pro of Florida, Inc. (hereinafter called the Principal), and RLI Insurance Company (hereinafter called the Surety), are held and firmly bound unto Alachua County, FL (hereinafter called the Oblige), in the full and just sum of Nineteen Thousand Eight Hundred Ninety Five Dollars and 97/100 Dollars (\$ 19,895.97 ), the payment of which sum, well and truly to be made, the said Principal and Surety bind themselves, and each of their heirs, administrators, executors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has by written agreement dated the 1st day of October, 2019 entered into a Contract with the Oblige for Franchise Fee Agreement - Alachua County Florida for a period of 1 years which contract is hereby referred to and made a part hereof.

WHEREAS, the Oblige has agreed to accept a bond guaranteeing the performance of said contract for a period of one year.

NOW, THEREFORE, THE CONDITIONS OF THE ABOVE OBLIGATION IS SUCH, that if the Principal shall well and truly perform each and every obligation in said Contract at the time and in the manner specified during the term of this bond, and shall reimburse said Oblige for any loss which said Oblige may sustain by reason of failure or default on the part of said Principal, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, That this bond is subject to the following conditions:

1. This bond is for the term beginning October 1, 2019 and ending September 30, 2020. The bond may be extended for additional terms at the option of the surety, by continuation certificate executed by the Surety. This bond may also be cancelled by the Surety with thirty (30) days written notice to the Oblige. Neither non-renewal or cancellation by the Surety, nor failure, nor inability of the Principal to file a replacement bond shall constitute a loss to the Oblige recoverable under this bond.
2. In the event of default, the Surety will have the right and opportunity, at its sole discretion, to: a) cure the default; b) assume the remainder of the Contract and to perform or sublet same; c) or to tender to the Oblige funds sufficient to pay the cost of completion less the balance of the Contract price up to an amount not to exceed the penal sum of the bond. In no event shall the Surety be liable for fines, penalties, liquidated damages, or forfeitures assessed against the Principal.
3. No claim, action, suit or proceeding, except as hereinafter set forth, shall be had or maintained against the Surety on this instrument unless same be brought or instituted upon the Surety within one year from termination or expiration of the bond term.
4. No right of action shall accrue on this bond to or for the use of any person or corporation other than the Oblige named herein or the heirs, executors, administrator or successors of Oblige.
5. The aggregate liability of the surety is limited to the penal sum stated herein regardless of the number or amount of claims brought against this bond and regardless of the number of years this bond remains in force.
6. If any conflict or inconsistency exists between the Surety's obligations or undertakings as described in this bond and as described in the underlying document, then the terms of this bond shall prevail.
7. This bond shall not bind the Surety unless the bond is accepted by the Oblige. The

acknowledgement and acceptance of this bond is demonstrated by signing where indicated below. If this obligation is not accepted by way of signature of the Obligee below, this bond shall be deemed null and void.

Signed and sealed this 19th day of September, 2019.

PRINCIPAL:

SURETY:

Waste Pro of Florida, Inc. (seal)

RLI Insurance Company (seal)

By: \_\_\_\_\_  
(name & title)

By: \_\_\_\_\_  
Attorney-in-Fact  
Joshua Sanford

THE ABOVE TERMS AND CONDITIONS OF THIS BOND HAVE BEEN REVIEWED AND ACCEPTED BY AN AUTHORIZED REPRESENTATIVE OF THE (OBLIGEE).

ACKNOWLEDGED AND ACCEPTED BY OBLIGEE:

BY: \_\_\_\_\_  
PRINTED NAME/TITLE: \_\_\_\_\_  
DATE: \_\_\_\_\_

PLEASE RETURN A COPY OF ACCEPTED BOND TO:



# POWER OF ATTORNEY

## RLI Insurance Company Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615  
Phone: 800-645-2402

Bond No. CMS0292597

### Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes, but may be detached by the approving officer if desired.

That this Power of Attorney may be effective and given to either or both of RLI Insurance Company and Contractors Bonding and Insurance Company, required for the applicable bond.

That RLI Insurance Company and/or Contractors Bonding and Insurance Company, each Illinois corporations (as applicable), each authorized and licensed to do business in all states and the District of Columbia do hereby make, constitute and appoint:

Joshua Sanford in the City of Atlanta, State of GA,  
it's true and lawful Agent and Attorney in Fact, with full power and authority hereby conferred upon him/her to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed Twenty Five Million Dollars (\$25,000,000) for any single obligation, and specifically for the following described bond.

Principal: Waste Pro of Florida, Inc.

Obligee: Alachua County, FL

RLI Insurance Company and Contractors Bonding and Insurance Company, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and now in force, to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the Corporation shall be executed in the corporate name of the Corporation by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Corporation. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the Corporation. The signature of any such officer and the corporate seal may be printed by facsimile or other electronic image."

IN WITNESS WHEREOF, RLI Insurance Company and/or Contractors Bonding and Insurance Company, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 19th day of

September, 2019.

State of Illinois

County of Peoria

} SS



RLI Insurance Company  
Contractors Bonding and Insurance Company

Barton W. Davis  
Barton W. Davis Vice President

### CERTIFICATE

On this 19th day of September, 2019, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the RLI Insurance Company and/or Contractors Bonding and Insurance Company, and acknowledged said instrument to be the voluntary act and deed of said corporation.

By: Gretchen L. Johnnigk  
Gretchen L. Johnnigk Notary Public



I, the undersigned officer of RLI Insurance Company and/or Contractors Bonding and Insurance Company, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the RLI Insurance Company and/or Contractors Bonding and Insurance Company this 19th day of September, 2019.

RLI Insurance Company  
Contractors Bonding and Insurance Company

By: Jean M. Stephenson  
Jean M. Stephenson Corporate Secretary

A00AI817