

RESOLUTION 21-171

**A RESOLUTION OF THE CITY OF PANAMA CITY BEACH,
FLORIDA, APPROVING AN ASSIGNMENT OF A
RESIDENTIAL SOLID WASTE COLLECTION FRANCHISE
AGREEMENT TO COASTAL WASTE & RECYCLING, 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, Nate's Sanitation Service, Inc., and Coastal Waste Recycling, 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 27th day of May, 2021.

CITY OF PANAMA CITY BEACH

By: 
Mark Sheldon, Mayor

ATTEST:


Lynne Fasone, City Clerk

CONSENT

This Consent (this "Consent") is made and entered as of this 22 day of MAY, 2021, by and between Nate's Sanitation Service, Inc. ("Nate's"), Coastal Waste & Recycling Holdco, LLC, ("Coastal Waste"), and the City of Panama City Beach, Florida ("City"). Capitalized terms used, but not otherwise defined herein shall have the meaning assigned to them in the Franchise Agreement (as defined below).

WITNESSETH:

WHEREAS, on December 13, 2018, the City approved a non-exclusive Solid Waste Collection Agreement between the City of Panama City Beach, Florida and Nate's Sanitation Service, Inc. for Residential Collection Unit Services Agreement (the "Franchise Agreement");

WHEREAS, Coastal Waste desires to purchase all of the issued and outstanding shares of Nate's from its current shareholders such that following the consummation of the transaction Coastal Waste shall be the sole shareholder of Nate's (the "Transfer"); and

WHEREAS, pursuant to Section 28 of the Franchise Agreement, any transaction that results in a transfer of ownership or other means to effect a change in ownership of Nate's constitutes an assignment under the terms of the Franchise Agreement (the "Assignment") and is subject to the City Council's approval.

NOW THEREFORE, in connection with the Transfer, 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. As of the date of this Consent, there is no default or event of default under the Franchise Agreement. Coastal Waste and Nate's agree and acknowledges that the Assignment and this Consent does not relieve Nate's of its liability under the Franchise Agreement.
3. The City hereby consents to the Assignment and agrees that the Franchise Agreement shall remain in full force and effect following the consummation of the Transfer.
4. This Consent shall be effective as of the date of the Transfer (the "Effective Date") and Coastal Waste and Nate's shall inform the City within three calendar days of the completion of the Transfer.
5. Coastal Waste hereby confirms that, following the Effective Date, Nate's will fulfill and be bound by the terms, conditions and obligations imposed

by the Franchise Agreement. Coastal Waste hereby confirms that, following the Effective Date, Nate's will comply with all of the requirements of the Franchise Agreement, and that it has the financial resources, expertise, equipment and other capabilities necessary to do so.

[Signature Page Follows]

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

Coastal Waste & Recycling Holdco, LLC

Cameen Hillis

Witness
[Signature]

Witness

[Signature]

By: Brendon Pantano
Its: Chief Executive Officer

STATE OF FLORIDA
COUNTY OF Boward

The foregoing instrument was acknowledged before me this 26th day of May, 2021 by Brendon J. Pantano, Chief Executive Officer of Coastal Waste & Recycling Holdco, LLC, on behalf of the company

- who is personally known to me.
- who produced _____ as identification.

[Signature]

Signature of Notary Public
Monica Secaira

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.

Nate's Sanitation Service, Inc.:

Heather Alford
Witness
Amy S. Russ
Witness

Larry Hardee
Larry Hardee, President

STATE OF FLORIDA
COUNTY OF BAY

The foregoing instrument was acknowledged before me this 27 day of May, 2021 by Larry Hardee, President of Nate's Sanitation Service, Inc., on behalf of the company,

- who is personally known to me.
- who produced _____ as identification.

Heather Alford
Signature of Notary Public
Heather Alford
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

Dehli J. W. O.
Witness
Jay S. Korman
Witness

Drew Whitman
Drew Whitman, City Manager

STATE OF FLORIDA
COUNTY OF BAY

The foregoing instrument was acknowledged before me this 28 day of May, 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 Fecore
Signature of Notary Public

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



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