SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM 10-Q

(MARK ONE)

[X] QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934.

FOR THE QUARTERLY PERIOD ENDED SEPTEMBER 30, 1999

OR

[ ] TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934.

FOR THE TRANSITION PERIOD FROM _____________ TO _______________

COMMISSION FILE NUMBER: 1-14267

REPUBLIC SERVICES, INC.

(Exact Name of Registrant as Specified in its Charter)

DELAWARE	65-0716904
(State of Incorporation)	(IRS Employer Identification No.)

110 S.E. 6TH STREET, 28TH FLOOR
FT. LAUDERDALE, FLORIDA 33301

(Address of Principal Executive Offices) (Zip Code)

Registrant's Telephone Number, Including Area Code: (954) 769-2400

Indicate by check mark whether the registrant: (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes [X] No [ ]

On November 5, 1999 the registrant had outstanding 175,447,962 shares of Common Stock, par value $.01 per share.

REPUBLIC SERVICES, INC.

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PART I. FINANCIAL INFORMATION

ITEM 1. FINANCIAL STATEMENTS

REPUBLIC SERVICES, INC.
CONDENSED CONSOLIDATED BALANCE SHEETS
(in millions, except per share data)

	SEPTEMBER 30, 1999 (UNAUDITED)	DECEMBER 31, 1998
ASSETS		
CURRENT ASSETS:		
Cash and cash equivalents	$ 9.8	$ 556.6
Restricted cash	10.3	7.1
Accounts receivable, less allowance for doubtful accounts of $13.6 and $22.1, respectively	249.8	182.7
Prepaid expenses and other current assets	52.2	37.6
Total Current Assets	322.1	784.0
PROPERTY AND EQUIPMENT, NET	1,564.7	1,096.1
INTANGIBLE AND OTHER ASSETS, NET	1,380.8	932.0
	$3,267.6	$2,812.1
LIABILITIES AND STOCKHOLDERS' EQUITY		
CURRENT LIABILITIES:		
Accounts payable	$ 65.0	$ 64.7
Accrued liabilities	107.9	119.5
Amounts due to former owners	54.8	26.7
Deferred revenue	61.1	46.6
Notes payable and current maturities of long-term debt	76.8	499.9
Other current liabilities	56.1	26.4
Total Current Liabilities	421.7	783.8
LONG-TERM DEBT, NET OF CURRENT MATURITIES	1,153.9	557.2
ACCRUED ENVIRONMENTAL AND LANDFILL COSTS	147.1	77.3
DEFERRED INCOME TAXES	71.3	71.4
OTHER LIABILITIES	22.1	23.3
COMMITMENTS AND CONTINGENCIES		
STOCKHOLDERS' EQUITY:		
Preferred stock, par value $.01 per share; 50,000,000 shares authorized; none issued	--	--
Common stock, par value $.01 per share; 750,000,000 shares authorized; 175,447,962 and 175,412,500 issued and outstanding, respectively	1.8	1.8
Additional paid-in capital	1,205.5	1,203.5
Retained earnings	244.2	93.8
Total Stockholders' Equity	1,451.5	1,299.1
	$3,267.6	$2,812.1

The accompanying notes are an integral part of these statements.

REPUBLIC SERVICES, INC.

UNAUDITED CONDENSED CONSOLIDATED STATEMENTS OF OPERATIONS
(in millions, except per share data)

	THREE MONTHS ENDED SEPTEMBER 30,		NINE MONTHS ENDED SEPTEMBER 30,	
	1999	1998	1999	1998
REVENUE	$ 490.6	$ 355.0	$ 1,349.7	$ 991.7
EXPENSES:				
Cost of operations	295.9	220.1	810.7	611.7
Depreciation, amortization and depletion	44.8	26.7	117.8	76.5
Selling, general and administrative	46.4	32.9	135.7	98.6
OPERATING INCOME	103.5	75.3	285.5	204.9
INTEREST EXPENSE	(18.8)	(3.2)	(44.5)	(40.4)
INTEREST INCOME	.3	.3	3.3	1.0
OTHER INCOME (EXPENSE), NET	.3	(.2)	.2	.3
INCOME BEFORE INCOME TAXES	85.3	72.2	244.5	165.8
PROVISION FOR INCOME TAXES	32.8	26.0	94.1	59.7
NET INCOME	$ 52.5	$ 46.2	$ 150.4	$ 106.1
BASIC AND DILUTED EARNINGS PER SHARE	$ .30	$ .26	$ .86	$ .87
WEIGHTED AVERAGE COMMON AND COMMON EQUIVALENT SHARES OUTSTANDING	175.5	175.4	175.8	122.3

The accompanying notes are an integral part of these statements.

REPUBLIC SERVICES, INC.

UNAUDITED CONDENSED CONSOLIDATED STATEMENT OF STOCKHOLDERS' EQUITY
(in millions)

	COMMON STOCK	ADDITIONAL PAID-IN CAPITAL	RETAINED EARNINGS
BALANCE AT DECEMBER 31, 1998	$ 1.8	$1,203.5	$ 93.8
Net income	--	--	150.4
Issuance of compensatory stock options	--	2.0	--
BALANCE AT SEPTEMBER 30, 1999	$ 1.8	$1,205.5	$ 244.2

The accompanying notes are an integral part of this statement.

REPUBLIC SERVICES, INC.

UNAUDITED CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS
(in millions)

	NINE MONTHS ENDED SEPTEMBER 30, 1999	NINE MONTHS ENDED SEPTEMBER 30, 1998
CASH PROVIDED BY OPERATING ACTIVITIES:		
Net income	$ 150.4	$ 106.1
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation, amortization and depletion of property and equipment	93.9	64.3
Amortization of intangible assets	23.9	12.2
Deferred tax provision	24.1	20.1
Non-cash charge	2.0	--
Changes in assets and liabilities, net of effects from business acquisitions:		
Accounts receivable	(55.3)	(24.6)
Prepaid expenses and other assets	(14.7)	(.6)
Accounts payable and accrued liabilities	(19.7)	22.3
Amounts due to former owners	(14.8)	--
Other liabilities	35.4	30.2
	225.2	230.0
CASH USED IN INVESTING ACTIVITIES:		
Purchases of property and equipment	(215.4)	(110.1)
Cash used in business acquisitions, net of cash acquired	(723.9)	(68.6)
Other	(4.5)	9.9
	(943.8)	(168.8)
CASH PROVIDED BY (USED IN) FINANCING ACTIVITIES:		
Proceeds from notes payable and long-term debt	114.6	--
Payments of notes payable and long-term debt	(96.3)	(45.9)
Net proceeds(payments)on revolving credit facility	(445.0)	42.0
Proceeds from issuance of unsecured notes, net of discount	598.5	--
Proceeds from sale of common stock	--	1,433.6
Decrease in notes payable to AutoNation	--	(1,469.5)
	171.8	(39.8)
INCREASE(DECREASE) IN CASH AND CASH EQUIVALENTS	(546.8)	21.4
CASH AND CASH EQUIVALENTS AT BEGINNING OF PERIOD	556.6	--
CASH AND CASH EQUIVALENTS AT END OF PERIOD	$ 9.8	$ 21.4

The accompanying notes are an integral part of these statements.

REPUBLIC SERVICES, INC.

NOTES TO UNAUDITED CONDENSED CONSOLIDATED FINANCIAL STATEMENTS
(tables in millions, except per share data)

1. BASIS OF PRESENTATION

Republic Services, Inc. and its subsidiaries (the "Company") is a leading provider of non-hazardous solid waste collection and disposal services in the United States.

The accompanying Unaudited Condensed Consolidated Financial Statements include the accounts of the Company and have been prepared by the Company pursuant to the rules and regulations of the Securities and Exchange Commission. All significant intercompany accounts and transactions have been eliminated. Certain information related to the Company's organization, significant accounting policies and footnote disclosures normally included in financial statements prepared in accordance with generally accepted accounting principles have been condensed or omitted. In the opinion of management, these Unaudited Condensed Consolidated Financial Statements reflect all material adjustments (which include only normal recurring adjustments) necessary to fairly state the financial position and the results of operations for the periods presented, and the disclosures herein are adequate to make the information presented not misleading. Operating results for interim periods are not necessarily indicative of the results that can be expected for a full year. These interim financial statements should be read in conjunction with the Company's audited Consolidated Financial Statements and notes thereto appearing in the Company's Form 10-K as of and for the year ended December 31, 1998.

The historical Unaudited Condensed Consolidated Financial Statements through the date of the secondary offering in May 1999 reflect the accounts of the Company as a subsidiary of AutoNation, Inc., formerly known as Republic Industries, Inc. (together with its subsidiaries, "AutoNation"), subject to corporate general and administrative expense allocations or charges under the Services Agreement as described in Note 11, Related Party Transactions. Such information does not necessarily reflect the financial position or results of operations of the Company as a separate, stand-alone entity.

All historical share and per share data of the Company's common stock, par value $.01 per share ("Common Stock," which was formerly designated as either "Class A Common Stock" or "Class B Common Stock"), for the nine months ended September 30, 1998 in the Unaudited Condensed Consolidated Financial Statements and the notes thereto have been retroactively adjusted for the recapitalization of AutoNation's 100 shares of Common Stock previously outstanding into 95.7 million shares of Class B Common Stock in July 1998.

In July 1998, the Company completed an initial public offering of its Class A Common Stock ("Initial Public Offering") resulting in net proceeds of approximately $1.4 billion. In addition, in July 1998 the Company repaid in full all amounts due to AutoNation as of June 30, 1998 through the issuance of 16.5 million shares of Class A Common Stock and through the payment of all proceeds from the Initial Public Offering. Following the Initial Public Offering and the repayment of amounts due to AutoNation, approximately 63.9% of the outstanding shares of Common Stock were owned by AutoNation.

In March 1999, AutoNation converted all 95.7 million shares of its Class B Common Stock into Class A Common Stock on a one-for-one basis. In April 1999, AutoNation transferred all of its Class A Common Stock to its indirect, wholly-owned subsidiary, AutoNation Insurance Company, and the Company registered all 112.2 million shares of its Common Stock owned by AutoNation. In May 1999, the Company completed a secondary offering, in which AutoNation sold substantially all of the Class A Common Stock it owned in the Company. In June 1999, the Company amended its certificate of incorporation to eliminate the classifications of common stock.

Other charges were $2.4 million and $6.4 million for the three and nine months ended September 30, 1999, which are included in selling, general and administrative expenses in the Unaudited Condensed Consolidated Financial Statements. These costs relate to the Company's separation from AutoNation and consist of approximately $2.0 million of compensation expenses related to the granting of certain replacement employee stock options at exercise prices below the quoted market price of the Company's Common Stock at the date of grant (see Note 8, Stock Options) and approximately $4.4 million of additional charges directly related to the separation. The Company expects to incur approximately $.8 million in additional separation costs during the fourth quarter of 1999. The Company does not anticipate incurring additional separation costs subsequent to the fourth quarter of 1999.

REPUBLIC SERVICES, INC.

NOTES TO UNAUDITED CONDENSED CONSOLIDATED
FINANCIAL STATEMENTS (Continued)

The following unaudited pro forma consolidated statements of operations for the three and nine months ended September 30, 1999 exclude the $2.4 million and $6.4 million pre-tax charge resulting from the Company's separation from AutoNation, respectively:

	THREE MONTHS ENDED SEPTEMBER 30, 1999	NINE MONTHS ENDED SEPTEMBER 30, 1999
Revenue	$ 490.6	$ 1,349.7
Expenses:		
Cost of operations	295.9	810.7
Depreciation, amortization and depletion	44.8	117.8
Selling, general and administrative	44.0	129.3
Operating income	105.9	291.9
Interest expense	(18.8)	(44.5)
Interest income	.3	3.3
Other income (expense), net	.3	.2
Income before income taxes	87.7	250.9
Provision for income taxes	33.8	96.6
Net income	$ 53.9	$ 154.3
Basic and diluted earnings per share	$ .31	$ .88
Weighted average common and common equivalent shares outstanding	175.5	175.8

The unaudited pro forma consolidated statement of operations is provided for informational purposes only and does not project the Company's results of operations for any future date or period.

The Company has no components of other comprehensive income. Accordingly, net income equals comprehensive income for all periods presented.

2. BUSINESS COMBINATIONS

Prior to the Initial Public Offering, AutoNation acquired various businesses operating in the solid waste services industry using cash and/or shares of its common stock. The aggregate purchase price paid by AutoNation in transactions accounted for under the purchase method of accounting during the six months ended June 30, 1998 was $128.3 million consisting of cash and 3.4 million shares of AutoNation common stock. These businesses were contributed by AutoNation to the Company subsequent to their acquisition.

The Company uses the purchase method of accounting to account for business acquisitions. Businesses acquired are included in the Unaudited Condensed Consolidated Financial Statements from the date of acquisition.

Subsequent to the initial public offering on July 1, 1998, the Company acquired various businesses for an aggregate purchase price of $72.4 million in cash.

In September 1998, the Company entered into an agreement with Waste Management, Inc. ("Waste Management") to acquire certain assets consisting of 16 landfills, 11 transfer stations and 136 commercial collection routes across the United States, as well as disposal agreements at various Waste Management facilities. By June 1999, the Company had completed the purchases of the assets for approximately $479.6 million in cash plus properties, $292.7 million of which were acquired during the six months ended June 30, 1999.

In addition to the acquisitions from Waste Management, the Company also acquired various other solid waste businesses during the nine months ended September 30, 1999. The aggregate purchase price paid by the Company in these transactions was $433.7 million in cash.

REPUBLIC SERVICES, INC.

NOTES TO UNAUDITED CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (Continued)

In July 1999, the Company entered into a definitive agreement with Allied Waste Industries, Inc. ("Allied") to acquire certain solid waste assets for approximately $230.0 million in cash. In October 1999, after failing to receive regulatory approval relating to the acquisition of certain of the assets, the agreement was amended for the Company to acquire certain solid waste assets for a purchase price of $92.0 million in cash. The assets to be acquired include one landfill operation, six transfer stations and a subset of small container hauling assets from four collection operations. In addition, the Company and Allied entered into a definitive agreement for the simultaneous purchase and sale of certain other solid waste assets. These transactions will be accounted for under the purchase method of accounting. The closing of the transactions, which were pending as of September 30, 1999, are subject to approval by various state and federal agencies as well as satisfaction of customary closing conditions.

The following summarizes the preliminary purchase price allocations for business combinations accounted for under the purchase method of accounting consummated during the periods presented:

	NINE MONTHS ENDED SEPTEMBER 30, 1999	1998
Property and equipment	$376.3	$ 34.6
Cost in excess of net assets acquired	432.6	239.8
Other assets	2.9	.3
Working capital deficit	(64.6)	(53.8)
Debt assumed	(1.8)	(40.3)
Other liabilities	(21.5)	16.3
Investment by AutoNation	--	(128.3)
Cash used in acquisitions, net of cash acquired	$723.9	$ 68.6

The Company's unaudited pro forma consolidated results of operations assuming all significant acquisitions during the nine months ended September 30, 1999 accounted for under the purchase method of accounting had occurred as of the beginning of each nine month period presented are as follows:

	1999	1998
Revenue	$ 1,415.7	$ 1,114.9
Net income	$ 145.7	$ 90.5
Basic and diluted earnings per share	$ .83	$ .74
Weighted average common and common equivalent shares outstanding	175.8	122.3

The unaudited pro forma consolidated results of operations are presented for informational purposes only and may not necessarily reflect the future results of operations of the Company or what the results of operations would have been had the Company owned and operated these businesses as of the beginning of each period presented.

3. LANDFILL AND ACCRUED ENVIRONMENTAL COSTS

The Company uses life cycle accounting and the Units-of-Consumption method to recognize certain landfill costs. In life cycle accounting, all costs to acquire, construct, close and maintain a site during the post-closure period are capitalized or accrued and charged to expense based upon the consumption of cubic yards of available airspace ("Units-of-Consumption"). Costs and airspace estimates are developed annually by independent engineers together with the Company's engineers. These estimates are used by the Company's operating and accounting personnel to annually adjust the Company's rates used to expense capitalized costs and accrue closure and post-closure costs. Changes in these estimates primarily relate to modifications of available airspace, inflation and changes in regulations. Modifications of available airspace include the addition of airspace which lies in an expansion area that is determined as likely to be permitted.

TOTAL AVAILABLE DISPOSAL CAPACITY

As of September 30, 1999, the Company owned or operated 56 solid waste landfills with total available disposal capacity of approximately 1.9 billion in-place cubic yards. Total available disposal capacity represents the sum of estimated permitted airspace plus an estimate of airspace which is likely to be permitted.

REPUBLIC SERVICES, INC.

NOTES TO UNAUDITED CONDENSED CONSOLIDATED
FINANCIAL STATEMENTS (Continued)

LIKELY TO BE PERMITTED EXPANSION AIRSPACE

Before airspace included in an expansion area is determined as likely to be permitted and, therefore, included in the Company's calculation of total available disposal capacity, the following criteria must be met:

1. The land associated with the expansion airspace is either owned by the Company or is controlled by the Company pursuant to an option agreement;
2. The Company is committed to supporting the expansion project financially and with appropriate resources;
3. There are no identified fatal flaws or impediments associated with the project, including political impediments;
4. Progress is being made on the project;
5. The expansion is attainable within a reasonable time frame; and
6. The Company believes it is likely the expansion permit will be received.

Upon meeting the Company's expansion criteria, the rates used at each applicable landfill to expense costs to acquire, construct, close and maintain a site during the post-closure period are adjusted to include likely to be permitted airspace and all additional costs to be capitalized or accrued associated with the expansion airspace.

The Company has identified three sequential steps that a landfill, which includes likely to be permitted expansion airspace in its total available disposal capacity, generally follows to obtain an expansion permit. These steps are as follows:

1. Obtaining approval from local authorities;
2. Submitting a permit application with state authorities; and
3. Obtaining permit approval from state authorities.

Once a landfill meets the Company's expansion criteria, management continuously monitors each site's progress in obtaining the expansion permit. If at any point it is determined that an expansion area no longer meets the required criteria, the likely to be permitted airspace is removed from the landfill's total available capacity and the rates used at the landfill to expense costs to acquire, construct, close and maintain a site during the post-closure period are adjusted accordingly. The Company has never been denied an expansion permit for a landfill that included likely to be permitted airspace in its total available disposal capacity, although no assurances can be made that all future expansions will be permitted as designed.

CAPITALIZED LANDFILL COSTS

Capitalized landfill costs include expenditures for land, permitting costs, cell construction costs and environmental structures. Capitalized permitting and cell construction costs are limited to direct costs relating to these activities, including legal, engineering, and construction associated with excavation, liners and site berms. Interest is capitalized on landfill construction projects while the assets are undergoing activities to ready them for their intended use.

Costs related to acquiring land, excluding the estimated residual value of unpermitted land, and costs related to permitting and cell construction are depleted as airspace is consumed using the Units-of-Consumption method. Environmental structures, which include leachate collection systems, methane collection systems and groundwater monitoring wells, are charged to expense over the shorter of their useful life or the life of the landfill.

Capitalized landfill costs may also include an allocation of purchase price paid for landfills. For landfills purchased as part of a group of several assets, the purchase price assigned to the landfill is determined based upon the discounted future expected cash flows of the landfill relative to the other assets within the group. If the landfill meets the Company's expansion criteria, the purchase price is further allocated between permitted airspace and expansion airspace based upon the ratio of permitted versus likely to be permitted airspace to total available airspace. Landfill purchase price is amortized using the Units-of-Consumption method over the total available airspace including likely to be permitted airspace where appropriate.

REPUBLIC SERVICES, INC.

NOTES TO UNAUDITED CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (Continued)

CLOSURE AND POST-CLOSURE COSTS

Landfill site closure and post-closure costs include estimated costs to be incurred for final closure of the landfills and estimated costs for providing required post-closure monitoring and maintenance of landfills. These costs are accrued and charged to cost of operations based upon consumed airspace in relation to total available disposal capacity using the Units-of-Consumption method of amortization. The Company estimates future cost requirements for closure and post-closure monitoring and maintenance for its solid waste facilities based on the technical standards of the Environmental Protection Agency's Subtitle D regulations and applicable state and local regulations. These estimates do not take into account discounts for the present value of total estimated costs.

A number of the Company's landfills were previously operated by other entities. Accordingly, the Company assessed and recorded a closure and post-closure liability as of the date the landfill was acquired based upon the estimated total closure and post-closure costs and the percentage of total available disposal capacity utilized as of such date. Thereafter, the difference between the closure and post-closure costs accrued and the total estimated closure and post-closure costs to be incurred are accrued and charged to expense as airspace is consumed. Accrued closure and post-closure costs as of September 30, 1999, were $153.6 million. The current portion of these costs of $9.8 million and the long-term portion of these costs of $143.8 million reflected in the Company's Unaudited Condensed Consolidated Balance Sheet are included in other current liabilities and accrued environmental costs, respectively. Estimated aggregate closure and post-closure costs will be fully accrued for the Company's landfills at the time such facilities cease to accept waste and are closed. As of September 30, 1999, assuming that all available landfill capacity is used, the Company expects to expense approximately $613.0 million of such costs over the remaining lives of these facilities.

ENVIRONMENTAL COSTS

In the normal course of business, the Company is subject to ongoing environmental investigations by certain regulatory agencies, as well as other claims and disputes that could result in litigation. Environmental costs are accrued by the Company through a charge to income in the period such liabilities become probable and can be reasonably estimated. No material amounts were charged to expense during the nine months ended September 30, 1999 and 1998.

4. PROPERTY AND EQUIPMENT

Property and equipment consists of the following:

	SEPTEMBER 30, 1999	DECEMBER 31, 1998
Land, landfills and improvements	$ 989.2	$ 611.7
Vehicles and equipment	952.5	806.8
Buildings and improvements	168.6	150.6
	2,110.3	1,569.1
Less: Accumulated depreciation, amortization and depletion	(545.6)	(473.0)
	$1,564.7	$1,096.1

Management periodically evaluates whether events and circumstances have occurred that may warrant revision of the estimated useful life of property and equipment or whether the remaining balance of property and equipment should be evaluated for possible impairment. The Company uses an estimate of the related undiscounted cash flows over the remaining life of the property and equipment in measuring their recoverability.

5. INTANGIBLE AND OTHER ASSETS

Intangible and other assets consist primarily of the cost of acquired businesses in excess of the fair value of net assets acquired and other intangible assets. The cost in excess of the fair value of net assets acquired is amortized over 40 years on a straight-line basis. Other intangible assets include values assigned to customer lists, long-term contracts and covenants not to compete and are amortized generally over periods ranging from 5 to 25 years.

Accumulated amortization of intangible assets at September 30, 1999 and December 31, 1998 was $92.5 million and $73.0 million, respectively.

REPUBLIC SERVICES, INC.

NOTES TO UNAUDITED CONDENSED CONSOLIDATED
FINANCIAL STATEMENTS (Continued)

6. NOTES PAYABLE AND LONG-TERM DEBT

Notes payable and long-term debt consist of the following:

	SEPTEMBER 30, 1999	DECEMBER 31, 1998
$225.0 million unsecured notes, net of unamortized discount of $1.0 million; interest payable semi-annually in May and November at 6 5/8%; principal due at maturity in 2004	$ 224.0	$ --
$375.0 million unsecured notes, net of unamortized discount of $.5 million; interest payable semi-annually in May and November at 7 1/8%; principal due at maturity in 2009	374.5	--
$1.0 billion unsecured revolving credit facility; interest payable using LIBOR-based rates; $500.0 million matures July 2000 and $500.0 million matures 2003	535.0	980.0
Bonds payable under loan agreements with the California Pollution Control Financing Authority; interest at prevailing market rates	42.0	42.0
Other notes; unsecured and secured by real property, equipment and other assets	55.2	35.1
	1,230.7	1,057.1
Less: current portion	(76.8)	(499.9)
	$1,153.9	$ 557.2

The Company capitalizes interest on landfill cell construction and other construction projects in accordance with Statement of Financial Accounting Standards No. 34. Construction projects must meet the following criteria before interest is capitalized:

1. Total construction costs are $250,000 or greater;
2. The construction phase is three months or longer; and
3. The assets have a useful life of three years or longer.

Interest is capitalized on qualified assets while they undergo activities to ready them for their intended use. Capitalization of interest ceases once an asset is placed into service or if construction activity is suspended for more than a brief period of time. The interest capitalization rate is based upon the Company's weighted average cost of indebtedness.

Interest expense paid was $28.1 million (net of $4.5 million of capitalized interest) and $40.0 million (net of $0 million of capitalized interest) for the nine months ended September 30, 1999 and 1998, respectively.

7. INCOME TAXES

Income taxes have been provided for based upon the Company's anticipated annual effective income tax rate. Income taxes paid were $64.3 million for the nine months ended September 30, 1999. Through June 30, 1998, the Company was included in the consolidated federal income tax return of AutoNation.

8. STOCK OPTIONS

In July 1998, the Company adopted the 1998 Stock Incentive Plan ("Stock Incentive Plan") to provide for grants of options to purchase shares of Common Stock to employees, non-employee directors and independent contractors of the Company who are eligible to participate in the Stock Incentive Plan. The Company has reserved 20.0 million shares of Common Stock for issuance pursuant to options granted under the Stock Incentive Plan.

REPUBLIC SERVICES, INC.

NOTES TO UNAUDITED CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (Continued)

Prior to the Initial Public Offering, employees of the Company were granted stock options under AutoNation stock option plans. As of March 2, 1999, options to purchase approximately 8.0 million shares of AutoNation common stock held by the Company's employees were canceled by AutoNation, and the Company's Compensation Committee granted replacement options on a one-for-one basis. The replacement options to purchase shares of Common Stock retained the vesting and exercise rights of the original options, subject to certain exercise limitations for individuals who signed stock option repricing agreements with AutoNation. The exercise prices for individual replacement options were established to maintain the unrealized gain or loss on each option for AutoNation stock that was cancelled. Compensation expense related to the granting of certain replacement options at exercise prices below the fair market value of the Common Stock at the date of grant was approximately $2.0 million, and has been included in selling, general and administrative expenses in the Company's Unaudited Condensed Consolidated Statement of Operations for the nine months ended September 30, 1999.

A summary of stock option transactions for the nine months ended September 30, 1999 is as follows:

	SHARES	WEIGHTED-AVERAGE EXERCISE PRICE
Options outstanding at beginning of year	.6	$18.12
Granted to replace AutoNation options	8.0	17.51
Granted, other	3.6	18.25
Exercised	--	--
Cancelled	(.1)	17.60
Options outstanding at September 30, 1999	12.1	$17.76
Options exercisable at September 30, 1999	4.6	$17.59

In October 1999, the Board of Directors approved the Company's annual grant of options for the fiscal year 2000. This grant allows participants to acquire approximately 2.8 million shares of Common Stock at an exercise price of $11 7/8 per share, which was the quoted market price as of the grant date.

9. EARNINGS PER SHARE

Basic earnings per share is computed by dividing net income by the weighted average number of common shares outstanding during the period. Diluted earnings per share is based on the combined weighted average number of common shares and common share equivalents outstanding which include, where appropriate, the assumed exercise of employee stock options. In computing diluted earnings per share, the Company utilizes the treasury stock method.

Earnings per share for the nine months ended September 30, 1998 includes the retroactive effect of the recapitalization of the 100 shares of Common Stock held by AutoNation into 95.7 million shares of Class B Common Stock.

Earnings per share for the three and nine months ended September 30 is calculated as follows (in thousands, except per share data):

	THREE MONTHS ENDED SEPTEMBER 30,		NINE MONTHS ENDED SEPTEMBER 30,	
	1999	1998	1999	1998
Numerator:				
Net income	$ 52,500	$ 46,200	$150,400	$106,100
Denominator:				
Denominator for basic earnings per share	175,424	175,412	175,416	122,263
Effect of dilutive securities -- Options to purchase common stock	55	--	383	--
Denominator for diluted earnings per share	175,479	175,412	175,799	122,263
Basic and diluted earnings per share	$ .30	$ .26	$ .86	$ .87
Antidilutive securities not included in the diluted earnings per share calculation:				
Options to purchase common stock	11,176	--	7,946	--
Weighted average exercise price	$ 17.97	--	$ 18.49	--

REPUBLIC SERVICES, INC.

NOTES TO UNAUDITED CONDENSED CONSOLIDATED
FINANCIAL STATEMENTS (Continued)

10. COMMITMENTS AND CONTINGENCIES

LEGAL PROCEEDINGS

The Company is a party to various general legal proceedings which have arisen in the ordinary course of business. While the results of these matters cannot be predicted with certainty, the Company believes that losses, if any, resulting from the ultimate resolution of these matters will not have a material adverse effect on the Company's consolidated results of operations, cash flows or financial position. However, unfavorable resolution could affect the consolidated results of operations or cash flows for the quarterly periods in which they are resolved.

In September 1999, several lawsuits were filed by certain shareholders against the Company and certain of its officers and directors in the United States District Court for the Southern District of Florida. The plaintiffs in these lawsuits claim, on behalf of a purported class of purchasers of the Company's common stock between January 28, 1999 and August 28, 1999, that the defendants violated Sections 10(b) and 20(a) of the Securities Exchange Act of 1934, among other things, in alledgedly making materially false and misleading statements regarding the Company's growth and the assets acquired from Waste Management. The Company expects that the lawsuits will be consolidated by the Court as they allege common facts and claims, and the Company will file a motion to dismiss the claims in the consolidated lawsuit. The Company believes the allegations contained in the complaints to be without merit and will vigorously defend these and any related actions. Nevertheless, unfavorable resolution of these lawsuits could have a material adverse effect on the Company's consolidated results of operations, cash flow or financial position in one or more future periods.

LIABILITY INSURANCE

The Company carries general liability, vehicle liability, employment practices liability, pollution liability, directors and officers liability, workers compensation and employer's liability coverage, as well as umbrella liability policies to provide excess coverage over the underlying limits contained in these primary policies. The Company also carries property insurance.

The Company's liabilities for unpaid and incurred but not reported claims at September 30, 1999 was $39.8 million and are included in other current and other liabilities in the accompanying Unaudited Condensed Consolidated Balance Sheets. While the ultimate amount of claims incurred is dependent on future developments, in management's opinion, recorded reserves are adequate to cover the future payment of claims. However, it is reasonably possible that recorded reserves may not be adequate to cover the future payment of claims. Adjustments, if any, to estimates recorded resulting from ultimate claim payments will be reflected in operations in the periods in which such adjustments are known.

OTHER MATTERS

In the normal course of business, the Company is required to post performance bonds, letters of credit and/or cash deposits as a financial guarantee of the Company's performance. To date, the Company has satisfied financial responsibility requirements for regulatory agencies by making cash deposits, obtaining bank letters of credit or by obtaining surety bonds. At September 30, 1999, surety bonds and letters of credit totaling $556.1 million were outstanding and will expire on various dates through 2007.

The Company's business activities are conducted in the context of a developing and changing statutory and regulatory framework. Governmental regulation of the waste management industry requires the Company to obtain and retain numerous governmental permits to conduct various aspects of its operations. These permits are subject to revocation, modification or denial. The costs and other capital expenditures which may be required to obtain or retain the applicable permits or comply with applicable regulations could be significant.

11. RELATED PARTY TRANSACTIONS

Prior to the Initial Public Offering, AutoNation's corporate general and administrative costs not specifically attributable to its operating subsidiaries were allocated to the Company based upon the ratio of the Company's invested capital to AutoNation's consolidated invested capital. Such allocations are included in the Company's selling, general and administrative expenses and were approximately $7.5 million for the nine months ended September 30, 1998. These amounts approximate management's estimate of AutoNation's corporate general and administrative costs required to support the Company's operations. Management believes that the amounts allocated to the Company are reasonable and were no less favorable to the Company than the expenses the Company would have incurred to obtain such services on its own or from unaffiliated third parties.

REPUBLIC SERVICES, INC.

NOTES TO UNAUDITED CONDENSED CONSOLIDATED
FINANCIAL STATEMENTS (Continued)

In June 1998, the Company and AutoNation entered into a services agreement (the "Services Agreement") pursuant to which AutoNation agreed to provide to the Company certain accounting, auditing, cash management, corporate communications, corporate development, financial and treasury, human resources and benefit plan administration, insurance and risk management, legal, purchasing and tax services. The Services Agreement expired June 30, 1999. In exchange for the provision of such services, fees were payable by the Company to AutoNation in the amount of $1.25 million per month, subject to review and adjustment from time to time as the Company reduced the amount of services it obtained from AutoNation. Effective January 1, 1999, such fees payable by the Company to AutoNation were reduced to approximately $.9 million per month. The Company believes that the fees for services provided under the Services Agreement were no less favorable to the Company than could be obtained by the Company internally or from unaffiliated third parties.

Charges under the Services Agreement during the nine months ended September 30, 1999 and 1998 were approximately $5.3 million and $3.7 million, respectively, and are included in selling, general and administrative expenses.

Prior to the Initial Public Offering, the Company participated in AutoNation's combined risk management programs for property, casualty and general liability insurance. The Company was charged for annual premiums of $9.7 million for the nine months ended September 30, 1998.

Interest expense on notes payable to AutoNation was $37.3 million for the nine months ended September 30, 1998. All amounts due AutoNation were repaid in full in July 1998 through the issuance of shares of Class A Common Stock and proceeds from the Initial Public Offering.

ITEM 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

The following discussion should be read in conjunction with the Unaudited Condensed Consolidated Financial Statements and notes thereto included under Item 1. In addition, reference should be made to the Company's audited Consolidated Financial Statements and notes thereto and related Management's Discussion and Analysis of Financial Condition and Results of Operations appearing in the Company's Form 10-K as of and for the year ended December 31, 1998. All references to historical share and per share data of the Company's Common Stock, par value $.01 per share ("Common Stock," which was formerly designated as either "Class A Common Stock" or "Class B Common Stock"), have been retroactively adjusted for the recapitalization of AutoNation's 100 shares of Common Stock previously outstanding into 95.7 million shares of Class B Common Stock in July 1998.

The accompanying historical Unaudited Condensed Consolidated Financial Statements through the date of the secondary offering in May 1999 reflect the accounts of the Company as a subsidiary of AutoNation, Inc., formerly known as Republic Industries, Inc. (together with its subsidiaries, "AutoNation"), subject to corporate general and administrative expense allocations or charges under the Services Agreement as described in Note 11, Related Party Transactions, of the Notes to Unaudited Condensed Consolidated Financial Statements. The historical consolidated financial information contained in this Form 10-Q does not necessarily reflect the financial position or results of operations of the Company as a separate, stand-alone entity.

BUSINESS COMBINATIONS

The Company makes decisions to acquire or invest in businesses based on financial and strategic considerations.

Prior to the Initial Public Offering, AutoNation acquired various businesses operating in the solid waste services industry using cash and/or shares of its common stock. The aggregate purchase price paid by AutoNation in transactions accounted for under the purchase method of accounting during the six months ended June 30, 1998 was $128.3 million consisting of cash and 3.4 million shares of AutoNation common stock. These businesses were contributed by AutoNation to the Company subsequent to their acquisition.

The Company uses the purchase method of accounting to account for business acquisitions. Businesses acquired are included in the Unaudited Condensed Consolidated Financial Statements from the date of acquisition.

Subsequent to the initial public offering on July 1, 1998, the Company acquired various businesses for aggregate purchase price of $72.4 million in cash.

In September 1998, the Company entered into an agreement with Waste Management, Inc. ("Waste Management") to acquire certain assets consisting of 16 landfills, 11 transfer stations and 136 commercial collection routes across the United States as well as disposal agreements at various Waste Management facilities. By June 1999, the Company had completed the purchases of the assets for approximately $479.6 million in cash plus properties, $292.7 million of which were acquired during the six months ended June 30, 1999.

In addition to the acquisitions from Waste Management, the Company also acquired various other solid waste businesses during the nine months ended September 30, 1999. The aggregate purchase price paid by the Company in these transactions was $433.7 million in cash.

In July 1999, the Company entered into a definitive agreement with Allied Waste Industries, Inc. ("Allied") to acquire certain solid waste assets for approximately $230.0 million in cash. In October 1999, after failing to receive regulatory approval relating to the acquisition of certain of the assets, the agreement was amended for the Company to acquire certain solid waste assets for a purchase price of $92.0 million in cash. The assets to be acquired include one landfill operation, six transfer stations and a subset of small container hauling assets from four collection operations. In addition, the Company and Allied entered into a definitive agreement for the simultaneous purchase and sale of certain other solid waste assets. These transactions will be accounted for under the purchase method of accounting. The closing of the transactions, which were pending as of September 30, 1999, are subject to approvals by various state and federal agencies as well as satisfaction of customary closing conditions.

PRO FORMA CONSOLIDATED RESULTS OF OPERATIONS

Pro forma net income was $154.3 million, or $.88 per share, for the nine months ended September 30, 1999. Pro forma operating results exclude the $6.4 million pre-tax charge that was recorded during the nine months ended September 30, 1999 resulting from the Company's separation from AutoNation. See Note 1, Basis of Presentation, of the Notes to Unaudited Condensed Consolidated Financial Statements, for further discussion of pro forma operating results.

CONSOLIDATED RESULTS OF OPERATIONS

Net income was $52.5 million for the three months ended September 30, 1999, or $.30 per share, as compared to $46.2 million, or $.26 per share, for the three months ended September 30, 1998. Net income was $150.4 million for the nine months ended September 30, 1999, or $.86 per share, as compared to $106.1 million, or $.87 per share, for the nine months ended September 30, 1999.

The following table sets forth revenue and cost of operations, depreciation, amortization and depletion of property and equipment, amortization of intangible assets, selling, general and administrative expenses, other charges and operating income with percentages of revenue for the three and nine months ended September 30 (in millions):

	THREE MONTHS ENDED SEPTEMBER 30,				NINE MONTHS ENDED SEPTEMBER 30,			
	1999		1998		1999		1998	
Revenue	$ 490.6	100.0%	$ 355.0	100.0%	$1,349.7	100.0%	$ 991.7	100.0%
Expenses:								
Cost of operations	295.9	60.3%	220.1	62.0%	810.7	60.0%	611.7	61.7%
Depreciation, amortization and depletion of property and equipment	35.6	7.2%	22.2	6.2%	93.9	7.0%	64.3	6.5%
Amortization of intangible assets	9.2	1.9%	4.5	1.3%	23.9	1.7%	12.2	1.2%
Selling, general and administrative expenses	44.0	9.0%	32.9	9.3%	129.3	9.6%	98.6	9.9%
Other charges	2.4	.5%	--	--	6.4	.5%	--	--
Operating Income	$ 103.5	21.1%	$ 75.3	21.2%	$ 285.5	21.2%	$ 204.9	20.7%

Revenue was $490.6 million and $355.0 million for the three months ended September 30, 1999 and 1998, respectively, an increase of 38.2%. Internal growth, consisting of price and primarily volume, accounted for 8.2% of the increase, and "tuck-in" acquisitions contributed 10.5%. Other acquisitions accounted for the remaining 19.5% of the increase.

Revenue was $1,349.7 million and $991.7 million for the nine months ended September 30, 1999 and 1998, respectively, an increase of 36.1%. Internal growth, consisting of price and primarily volume, accounted for 8.2% of the increase, and "tuck-in" acquisitions contributed 10.7%. Other acquisitions accounted for the remaining 17.2% of the increase.

The increase in revenue for the three months ended September 30, 1999 versus the comparable 1998 period is due to an increase in collection, transfer and disposal operations offset by a decrease in other revenue. All of the Company's revenue sources showed increases in aggregate dollar amounts for the nine months ended September 30, 1999 versus the comparable 1998 period. The following table reflects total revenue of the Company by revenue source excluding intercompany disposal revenue (in millions):

	THREE MONTHS ENDED SEPTEMBER 30,				NINE MONTHS ENDED SEPTEMBER 30,			
	1999		1998		1999		1998	
Collection	$ 372.9	76.0%	$ 275.8	77.7%	$1,030.2	76.3%	$ 778.1	78.5%
Transfer and disposal	75.1	15.3%	35.2	9.9%	201.7	14.9%	97.5	9.8%
Other	42.6	8.7%	44.0	12.4%	117.8	8.8%	116.1	11.7%
Total Revenue	$ 490.6	100.0%	$ 355.0	100.0%	$1,349.7	100.0%	$ 991.7	100.0%

Cost of operations was $295.9 million and $810.7 million for the three and nine months ended September 30, 1999, versus $220.1 million and $611.7 million for the comparable 1998 periods. The increase in aggregate dollars is primarily due to acquisitions. Cost of operations as a percentage of revenue was 60.3% and 60.0% for the three and nine months ended September 30, 1999, respectively, versus 62.0% and 61.7% for the comparable 1998 periods. The decrease in such costs as a percentage of revenue is primarily a result of improved operating efficiencies and an increase in higher margin landfill operations primarily due to acquisitions.

Expenses for depreciation, amortization and depletion of property and equipment were $35.6 million and $93.9 million for the three and nine months ended September 30, 1999, respectively, versus $22.2 million and $64.3 million for the comparable 1998 periods. Expenses for depreciation, amortization and depletion of property and equipment as a percentage of revenue were 7.2% and 7.0% for the three and nine months ended September 30, 1999, respectively, versus 6.2% and 6.5% for the comparable 1998 periods. The increase in such expenses in aggregate dollars and as a percentage of revenue is primarily due to acquisitions and capital expenditures.

Expenses for amortization of intangible assets were $9.2 million and $23.9 million for the three and nine months ended September 30, 1999, respectively, versus $4.5 million and $12.2 million for the comparable 1998 periods. Amortization of intangible assets as a percentage of revenue were 1.9% and 1.7% for the three and nine months ended September 30, 1999 versus 1.3% and 1.2% for the comparable 1998 periods. The increase in aggregate dollars and as a percentage of revenue is primarily due to acquisitions.

Selling, general and administrative expenses were $44.0 million and $129.3 million for the three and nine months ended September 30, 1999, respectively, versus $32.9 million and $98.6 million for the comparable 1998 periods. The increase in aggregate dollars is primarily due to acquisitions. Selling, general and administrative expenses as a percentage of revenue were 9.0% and 9.6% for the three and nine months ended September 30, 1999, respectively, versus 9.3% and 9.9% for the comparable 1998 period. The decrease in such expenses as a percentage of revenue is primarily due to leveraging the existing overhead structure over an expanding revenue base.

Included in selling, general and administrative expenses are fees paid to AutoNation under the Services Agreement of $5.3 million for the nine months ended September 30, 1999, and $3.7 million for the three months ended September 30, 1998, and allocations of AutoNation's corporate general and administrative costs of $7.5 million for the nine months ended September 30, 1998. See Note 11, Related Party Transactions, of the Notes to Unaudited Condensed Consolidated Financial Statements for further information.

Other charges were $2.4 million and $6.4 million for the three and nine months ended September 30, 1999, respectively. These costs relate to the Company's separation from AutoNation and consist of approximately $2.0 million of compensation expense related to the granting of certain replacement employee stock options at exercise prices below the quoted market price of the Company's Common Stock at the date of grant (see Note 8, Stock Options, of the Notes to Unaudited Condensed Consolidated Financial Statements) and approximately $4.4 million of additional charges directly related to the separation. The Company expects to incur $.8 million of additional separation costs during the fourth quarter of 1999. The Company does not anticipate incurring additional separation costs subsequent to the fourth quarter of 1999.

INTEREST EXPENSE

Interest expense was $18.8 million and $44.5 million for three and nine months ended September 30, 1999, respectively, versus $3.2 million and $40.4 million for the comparable 1998 periods. Interest expense for the nine months ended September 30, 1999 is primarily due to borrowings under the Company's unsecured notes and revolving credit facility. Proceeds from the sale of the unsecured notes were used to repay the revolving credit facility. Borrowings under the revolving credit facility were used primarily to fund acquisitions. Interest expense for the three and nine months ended September 30, 1998 was primarily due to interest expense on borrowings from AutoNation. All amounts due to AutoNation were repaid in full in July 1998 through the issuance of shares of Class A Common Stock and through payments of all proceeds from the Initial Public Offering.

Capitalized interest was $1.5 million and $4.5 million for the three and nine months ended September 30, 1999, respectively, versus $0 for the three and nine months ended September 30, 1998, respectively.

INTEREST INCOME

Interest income was $.3 million and $3.3 million for the three and nine months ended September 30, 1999, respectively, versus $.3 million and $1.0 million for the comparable 1998 periods. The increase in interest income for the nine months ended September 30, 1999 versus the comparable period in 1998 is primarily due to higher average cash balances on hand during 1999.

INCOME TAXES

The provision for income taxes was $32.8 million and $94.1 million for the three and nine months ended September 30, 1999, respectively, versus $26.0 million and $59.7 million for the comparable 1998 periods. The effective income tax rate was 38.5% and 36.0% for the three and nine months ended September 30, 1999 and 1998, respectively. Income taxes have been provided based upon the Company's anticipated annual effective tax rate.

LANDFILL AND ENVIRONMENTAL MATTERS

As of September 30, 1999, the Company owned or operated 56 solid waste landfills with total available disposal capacity of approximately 1.9 billion in-place cubic yards. Total available disposal capacity represents the sum of estimated permitted airspace plus an estimate of airspace which is likely to be permitted. These estimates are developed annually by independent engineers together with the Company's engineers utilizing information provided by annual aerial surveys. As of September 30, 1999, total available disposal capacity consists of 1.5 billion in-place cubic yards of permitted airspace and .4 billion in-place cubic yards of airspace included in expansion areas which have been determined by the Company as likely to be permitted. Before airspace included in an expansion area is determined as likely to be permitted and, therefore, included in the Company's calculation of total available disposal capacity, it must meet the Company's expansion criteria (see Note 3, Landfill and Accrued Environmental Costs, of the Notes to Unaudited Condensed Consolidated Financial Statements).

As of September 30, 1999, 20 of the Company's landfills met the criteria for including expansion airspace in their total available disposal capacity. At projected annual volumes, these 20 landfills have an estimated remaining average site life of 38 years, including the expansion airspace. The total estimated remaining life of all of the Company's landfills in 36 years.

As of September 30, 1999, three of the Company's landfills that meet the criteria for including expansion airspace had obtained approval from local authorities and are proceeding into the state permitting process. Also, as of September 30, 1999, eight of the Company's 20 landfills that meet the criteria for including expansion airspace had submitted permit applications to state authorities. The remaining nine landfills that meet the criteria for including expansion airspace are in the process of obtaining approval from local authorities and have not identified any fatal flaws or impediments associated with the expansion at either the local or state level.

FINANCIAL CONDITION

At September 30, 1999, the Company had $9.8 million of unrestricted cash. The cash on hand as of December 31, 1998 was used primarily to fund acquisitions in the first quarter of 1999.

Prior to the Initial Public Offering, the Company's needs for working capital and capital for general corporate purposes, including acquisitions, were satisfied pursuant to AutoNation corporate-wide cash management policies. Following the Initial Public Offering, the Company has been financed autonomously and AutoNation has not provided funds to finance the Company's operations or acquisitions. The Company's operating cash flow is used by the Company to finance its working capital, acquisitions and other requirements. In July 1998, the Company entered into a $1.0 billion unsecured revolving credit facility with a group of banks. $500.0 million of the facility had an original term of 364 days and the remaining $500.0 million expires July 2003. During July 1999, the Company extended the short-term portion of the credit facility for an additional one year term expiring in July 2000. Borrowings under the facility bear interest at LIBOR-based rates. At September 30, 1999, the Company had approximately $447.3 million of availability under this facility. Proceeds from the facility are used to satisfy working capital requirements, capital expenditures and acquisitions.

In May 1999, the Company sold $600.0 million of unsecured notes in the public market. $225.0 million of these notes bear interest at 6 5/8% and mature in 2004. The remaining $375.0 million bear interest at 7 1/8% and mature in 2009. Interest on both notes is payable semi-annually in May and November. The $225.0 million and $375.0 million notes were offered at a discount of $1.0 million and $.6 million, respectively. Proceeds from the notes were used to repay the Company's revolving credit facility.

CASH FLOWS

Cash and cash equivalents decreased by $546.8 million during the nine months ended September 30, 1999 and increased by $21.4 million during the nine months ended September 30, 1998. The major components of these changes are discussed below.

Management believes that it has sufficient financial resources available to meet anticipated capital requirements and obligations as they come due.

CASH FLOWS FROM OPERATING ACTIVITIES

Cash provided by operating activities was $225.2 million and $230.0 million during the nine months ended September 30, 1999 and 1998, respectively. The decrease is due to increased working capital requirements as a result of business acquisitions and internal growth.

CASH FLOWS FROM INVESTING ACTIVITIES

Cash flows from investing activities consist primarily of cash used for capital expenditures and business acquisitions. Capital expenditures were $215.4 million and $110.1 million during the nine months ended September 30, 1999 and 1998, respectively. Cash used in business acquisitions, net of cash acquired was $723.9 million and $68.6 million during the nine months ended September 30, 1999 and 1998, respectively. Business acquisitions for the six months ended June 30, 1998 were funded by AutoNation.

The Company believes capital expenditures and cash used in business acquisitions will increase during the remainder of 1999 and in the foreseeable future due to expansion of the Company's business. The Company intends to finance capital expenditures and acquisitions through cash on hand, cash flow from operations, the Company's $1.0 billion revolving credit facility, the Company's $600.0 million of unsecured notes and other financings.

CASH FLOWS FROM FINANCING ACTIVITIES

Cash flows from financing activities during the nine months ended September 30, 1999 and 1998 included unsecured notes, commercial bank and affiliate borrowings, and repayments of debt. Proceeds from bank and affiliate borrowings were used to fund acquisitions and capital additions, and to repay debt. In May 1999, the Company sold unsecured notes with a face value of $600.0 million at a discounted price of $598.4 million. Proceeds from the notes were used to repay the Company's revolving credit facility.

SEASONALITY

The Company's operations can be adversely affected by periods of inclement weather which could delay the collection and disposal of waste, reduce the volume of waste generated or delay the construction or expansion of the Company's landfill sites and other facilities.

YEAR 2000

The Company utilizes software and related technologies throughout its business that will be affected by the date change in the year 2000 ("Y2K"). The Company is currently addressing the impact of Y2K on its computer programs, embedded chips and third party suppliers. The Company has developed a dedicated Y2K project office to coordinate the compliance efforts and monitor and report project status throughout the organization.

The Company has identified four core phases in preparing for Y2K:

Assessment. In the assessment phase, an inventory of software, hardware, telecommunications equipment, embedded chip technology and significant third party suppliers is performed and critical systems and vendors are identified and prioritized.

Analysis. In the analysis phase, each system or item assessed as critical is reviewed to determine its Y2K compliance. Key vendors are also evaluated at this time to determine their compliance status.

Remediation. In the remediation phase, modifications or replacements are made to critical systems and equipment to make them Y2K compliant or the systems and/or vendors are replaced with compliant systems or vendors. Decisions are also made as to whether changes are necessary or feasible for key third party suppliers.

Testing and Validation. In this phase, the Company prepares, executes and verifies the testing of critical systems.

Six critical systems or processes have been the focus of the Company's Y2K compliance efforts. These are hauling and disposal fleet operations, electrical systems, telecommunications, payroll processing, billing systems and payments to critical third parties. The Company primarily uses industry standard automated applications in most of its locations, which are provided by third parties. The majority of these applications are believed to be Y2K compliant, but the Company is currently testing compliance in coordination with its vendors. The Company expects to complete the testing and validation of these applications prior to year end. Two of the Company's locations use proprietary software. The remediation of the software at these locations has been completed and the Company has completed testing and validation of this software.

The Company has completed its inventory and assessment of embedded chips and third party suppliers. The Company has completed testing and validating the compliance of products and has developed strategies for repair or replacement of non-compliant systems. The Company expects to complete the repair or replacement of non-compliant systems prior to year end.

To date, the Company estimates that it has spent approximately $2.6 million on Y2K efforts across all areas of the Company and expects to have spent a total of approximately $3.0 million when complete. The Company expects to fund Y2K costs through operating cash flows. All system modification costs associated with Y2K will be expensed as incurred. Y2K expenditures vary significantly in project phases and vary depending on remedial methods used. Past expenditures in relation to total estimated costs should not be considered or relied on as a basis for estimating progress to completion for any element of the Company's Y2K project.

The Company presently believes that, upon remediation of its business software applications, as well as other equipment with embedded technology, the Y2K issue will not present a materially adverse risk to the Company's future consolidated results of operations, liquidity or capital resources. However, if such remediation is not completed in a timely manner or the level of timely compliance by key suppliers or vendors is not sufficient, the Company believes that the most likely reasonable worst-case scenario would involve the failure of one of the Company's critical systems, delaying or disrupting the delivery of services, resulting in loss of revenue, increased operating costs, loss of customers or suppliers, or other significant disruptions to the Company's business. In response to this scenario, comprehensive contingency and business continuation plans, which address the six critical processes described above have been developed. The Company expects its contingency and business continuation plans to be implemented prior to year end. These plans include the manual performance of processes that are currently automated, such as billing, accounts payable and payroll.

Determining the Y2K readiness of third party products (information technology and other computerized equipment) and business dependencies (including suppliers, distributors or ancillary industry groups) requires pursuit, collection and appraisal of voluntary statements made or provided by those parties, if available, together with independent factual research. The Company has identified a number of material third party relationships, the most significant of which includes billing services provided by municipalities, delivery of fuel for collection vehicles and delivery of parts and supplies for collection vehicles. Surveys have been distributed to each of the material third parties identified and results are being analyzed as surveys are received. Employees of the Company are independently verifying and validating these responses as they are received. This validation and notification phase is expected to be complete prior to year end. In addition, during the fourth quarter of 1999, management at each of the Company's locations will meet with their material third party

vendors to further assess the Y2K readiness of third party products and dependencies. Although the Company has taken, and will continue to take, reasonable efforts to gather information to determine and verify the readiness of products and dependencies, there can be no assurance that reliable information will be offered or otherwise available. Furthermore, verification methods (including testing methods) may not be reliable or fully implemented. Accordingly, notwithstanding the foregoing efforts, there are no assurances that the Company is correct in its determination or belief that a product or a business dependency is Y2K ready.

NEW ACCOUNTING PRONOUNCEMENTS

In September 1998, the Financial Accounting Standards Board issued Statement of Financial Accounting Standards No. 133, "Accounting for Derivative Instruments and Hedging Activities" ("SFAS 133"). SFAS 133 establishes accounting and reporting standards requiring that every derivative instrument (including certain derivative instruments embedded in other contracts) be recorded in the balance sheet as either an asset or liability measured at its fair value. SFAS 133 requires that changes in the derivative's fair value be recognized currently in earnings unless specific hedge accounting criteria are met. SFAS 133 cannot be applied retroactively. The Company will adopt SFAS 133 beginning January 1, 2001. Adoption of this statement is not expected to have a material impact on the Company's consolidated financial position or results of operations.

FORWARD-LOOKING STATEMENTS

Certain statements and information included herein constitute "forward-looking statements" within the meaning of the Federal Private Securities Litigation Reform Act of 1995. Such forward-looking statements involve known and unknown risks, uncertainties and other factors which may cause the actual results, performance, or achievements of the Company to be materially different from any future results, performance, or achievements expressed or implied by such forward-looking statements. Such factors include, among other things, competition in the solid waste industry; dependence on acquisitions for growth; the Company's ability to manage growth; compliance with environmental regulations; the ability to obtain financing on acceptable terms to finance the Company's operations and growth strategy and for the Company to operate within the limitations imposed by financing arrangements; the Company's dependence on key personnel; general economic conditions; dependence on large, long-term collection contracts; risks associated with undisclosed liabilities of acquired businesses; the risks and costs associated with the date change in the year 2000; risks associated with pending legal proceedings; and other factors contained in the Company's filings with the Securities and Exchange Commission.

ITEM 3. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

The Company's market sensitive financial instruments consist primarily of variable rate debt. Therefore, the Company's market risk exposure is with changing interest rates in the United States and fluctuations in LIBOR. The Company manages interest rate risk through a combination of fixed and floating rate debt.

PART II. OTHER INFORMATION

ITEM 1. LEGAL PROCEEDINGS

In September 1999, several lawsuits were filed by certain shareholders against the Company and certain of its officers and directors in the United States District Court for the Southern District of Florida. The plaintiffs in these lawsuits claim, on behalf of a purported class of purchasers of the Company's common stock between January 28, 1999 and August 28, 1999, that the defendants violated Sections 10(b) and 20(a) of the Securities Exchange Act of 1934, among other things, in alledgedly making materially false and misleading statements regarding the Company's growth and the assets acquired from Waste Management. The Company expects that the lawsuits will be consolidated by the Court as they allege common facts and claims, and the Company will file a motion to dismiss the claims in the consolidated lawsuit. The Company believes the allegations contained in the complaints to be without merit and will vigorously defend these and any related actions. Nevertheless, unfavorable resolution of these lawsuits could have a material adverse effect on the Company's consolidated results of operations, cash flow or financial position in one or more future periods.

ITEM 6. EXHIBITS AND REPORTS ON FORM 8-K

(a) Exhibits:

10.1 Employment Agreement dated as of July 1, 1999 by and between Tod C. Holmes and the Company

27.1 Financial Data Schedule for the Three and Nine Months Ended September 30, 1999 (for SEC use only)

(b) Reports on Form 8-K:

None

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the Registrant, Republic Services, Inc., has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

REPUBLIC SERVICES, INC.

By: /s/ Tod C. Holmes

Tod C. Holmes
Senior Vice President and
Chief Financial Officer
(Principal Financial Officer)

By: /s/ Charles F. Serianni

Charles F. Serianni
Chief Accounting Officer
(Principal Accounting Officer)

Date: November 12, 1999

Exhibit 10.1

EMPLOYMENT AGREEMENT

This EMPLOYMENT AGREEMENT ("Agreement") is entered into this 1st day of July, 1999, by and between REPUBLIC SERVICES, INC., a Delaware corporation (the "Company"), and TOD C. HOLMES, a Florida resident (the "Employee").

A G R E E M E N T

In consideration of the mutual representations, warranties, covenants and agreements contained in this Agreement, the parties hereto agree as follows:

1. EMPLOYMENT.

(a) Retention. The Company agrees to employ the Employee as its Senior Vice President and Chief Financial Officer, and the Employee agrees to accept such employment, subject to the terms and conditions of this Agreement.

(b) Employment Period. The period during which the Employee shall serve as an employee of the Company shall commence on the date hereof (the "Effective Date") and, unless earlier terminated pursuant to this Agreement, shall expire on the third anniversary of the Effective Date; provided that commencing on the third anniversary of the Effective Date and on each anniversary date thereafter, the Employment Period shall automatically be extended for one additional year unless at least 90 days prior to such anniversary, the Company or the Employee shall have given written notice that it or he, as applicable, does not wish to extend this Agreement (the "Employment Period").

(c) Duties and Responsibilities. During the Employment Period, the Employee shall serve as Senior Vice President and Chief Financial Officer and shall have such authority and responsibility and perform such duties as may be assigned to him from time to time by the Chief Executive Officer of the Company, and in the absence of such assignment, such duties customary to Employee's office as are necessary to the business and operations of the Company. During the Employment Period, the Employee's employment shall be full time and the Employee shall perform his duties honestly, diligently, in good faith and in the best interests of the Company and shall use his best efforts to promote the interests of the Company.

(d) Other Activities. Except upon the prior written consent of the Company, the Employee, during the Employment Period, will not accept any other employment. The Employee shall be permitted to engage in any non-competitive businesses, not-for-profit organizations and other ventures, such as passive real estate investments, serving on charitable and civic boards and organizations, and similar activities, so long as such activities do not materially interfere with or detract from the performance of his duties or constitute a breach of any of the provisions contained in Section 4 hereof.

2. COMPENSATION.

(a) Base Salary. In consideration for the Employee's services hereunder and the restrictive covenants contained herein, during the Employment Period, the Employee shall be paid an annual base salary of $250,000.00 (the "Salary"), payable in accordance with the Company's customary payroll practices, which Salary shall be reviewed annually by the Board of Directors of the Company.

(b) Bonus. In addition to the Salary, the Employee shall be eligible for an annual bonus ("Bonus") in an amount of up to 30% of the Employee's Base Salary during the Employment Period. The Bonus shall be based on the achievement of corporate goals and objectives, and both such goals and objectives and the achievement thereof shall be determined in the sole discretion of the Board of Directors of the Company. With respect to any Fiscal Year during the Employment Period in which the Employee is employed by the Company for less than the entire Fiscal Year, the Bonus shall be prorated for the period during which the Employee was so employed. The Bonus shall be payable within thirty (30) days after the end of the Company's Fiscal Year. The term "Fiscal Year" as used herein shall mean each period of twelve (12) calendar months commencing on January 1st of each calendar year during the Employment Period and expiring on the following December 31st.

(c) Benefits. During the Employment Period, the Employee shall be entitled to participate in any health insurance programs, life insurance programs, disability programs, stock option plans, bonus plans, pension plans and other fringe benefit plans and programs as are from time to time established and maintained for the benefit of the Company's employees or executive officers generally, subject to the provisions of such plans and programs.

(d) Expenses. In addition to the Base Salary and benefits described above, during the Employment Period, the Employee shall be reimbursed for all out-of-pocket expenses reasonably incurred by him on behalf of or in connection with the business of the Company, pursuant to the normal standards and guidelines followed from time to time by the Company.

3. TERMINATION.

(a) For Cause. At any time during the Employment Period, the Company shall have the right to terminate the Employment Period and to discharge the Employee for Cause (as defined below) effective upon delivery of written notice to the Employee. Upon any such termination by the Company for Cause, the Employee or his legal representatives shall be entitled to that portion of the Salary prorated through the date of termination, and the Company shall have no further obligations hereunder from and after the date of such termination. Termination for Cause shall mean termination because of (i) the Employee's material breach of his covenants contained in this Agreement (other than the covenants set forth in Sections 4 and 5 of this Agreement, the breach of which shall not be subject to a standard of materiality), (ii) the Employee's failure or refusal to perform the duties and responsibilities required to be performed by the Employee under the terms of this Agreement, (iii) the Employee's gross negligence or willful misconduct in the performance of his duties hereunder, (iv) the Employee's commission of an act constituting a felony, (v) the Employee's commission of an act (other than the good faith exercise of his business judgment in the exercise of his responsibilities) resulting in material damages to the Company or any of its subsidiaries or affiliates (the "Republic Group"), or (vi) the Employee's inability to perform his duties and responsibilities as provided herein for reasons other than due to his death, physical or mental disability or sickness extending for, or reasonably expected to extend for, greater than sixty days ("death or disability"). In the event of termination for Cause pursuant to clauses (i) or (ii) above, the Company shall first advise the Employee of the nature of such breach or the failure or refusal to perform, and shall provide the Employee with a 30 day period to cure such breach or to perform prior to the notice of termination for Cause becoming effective. If the Employee shall resign or otherwise terminate his employment with the Company, other than for Good Reason (as defined in (b) below), the Employee shall be deemed for purposes of this Agreement to have been terminated for Cause, and the Company shall have no further obligations hereunder from and after the date of such resignation or other termination.

(b) Without Cause And For Good Reason. At any time during the Employment Period, (i) the Company shall have the right to terminate the Employment Period and to discharge the Employee without Cause effective upon delivery of written notice to the Employee, and (ii) the Employee shall have the right to terminate the Employment Period for Good Reason effective upon delivery of written notice to the Company. For purposes of this Agreement, "Good Reason" shall mean: (A) the Company's demand that the Employee relocate his principal office to an location outside of Broward County, Florida, (B) the Company has materially reduced the duties and responsibilities of the Employee to a level not appropriate for a Senior Vice President and Chief Financial Officer, (C) a majority of the directors in office as of the date hereof (to the extent they are nominated for reelection) are not reelected to serve by vote of the Company's stockholders, (D) the Company has materially breached any provision of this Agreement and has not cured such breach following 30 days' notice of such breach from the Employee. Upon any such termination by the Company without Cause, or by the Employee for Good Reason (or due to the Employee's death or disability), the Employee (or his estate) shall be entitled, without any mitigation obligation, to continue to receive his Salary (at the level in effect at the time of such termination) payable in accordance with Section 2(a), when and as the same would have been due and payable hereunder but for such termination, and his health insurance benefits, for a period ending on the later of the first anniversary of the date of such termination or the end of the current Employment Period (the "Severance Period"), and otherwise the Company shall have no further obligations hereunder from and after the date of such termination; provided, however, that the Employee shall only be entitled to such Salary continuation payments as long as he is in compliance with the provisions of Sections 4 and 5 below. In addition, in the event of termination by the Company without Cause, or by the Employee for Good Reason, the Employee shall be entitled to exercise any stock options which are vested and exercisable as of the date of such termination at any time prior to the end of the Severance Period.

4. RESTRICTIVE COVENANTS.

In consideration of the foregoing, the Employee agrees that during the Employment Period, and for a period of three (3) years following the termination of the Employment Period, the Employee shall not directly or indirectly: (a) alone or as a partner, joint venturer, officer, director, member, employee, consultant, agent, independent contractor or stockholder of, or lender to, any company or business, (i) engage in the business of solid waste collection, disposal or recycling (the "Solid Waste Services Business") in any market in which the Republic Group does business, or any other line of business which is entered into by the Republic Group during the Employment Period, or (ii) compete with the Republic Group in acquiring or merging with any other business or acquiring the assets of such other business; or (b) for any reason, (i) induce any customer of the Republic Group to patronize any business directly or indirectly in competition with the Solid Waste Services Business conducted by the Republic Group in any market in which the Republic Group does business; (ii) canvass, solicit or accept from any customer of the Republic Group any such competitive business; or (iii) requestor advise any customer or vendor of the Republic Group to withdraw, curtail or cancel any such customer's or vendor's business with the Republic Group; or (c) for any reason, employ, or knowingly permit any company or business directly or indirectly controlled by him, to employ, any person who was employed by the Republic Group at or within the prior six months, or in any manner seek to induce any such person to leave his or her employment. Notwithstanding the foregoing, the beneficial ownership of less than five percent (5%) of the shares of stock of any corporation having a class of equity securities actively traded on a national securities exchange or over-the-counter market shall not be deemed, in and of itself, to violate the prohibitions of this Section.

5. CONFIDENTIALITY.

The Employee agrees that at all times during and after the Employment Period, the Employee shall (i) hold in confidence and refrain from disclosing to any other party all information, whether written or oral, tangible or intangible, of a private, secret, proprietary or confidential nature, of or concerning the Republic Group and their business and operations, and all files, letters, memoranda, reports, records, computer disks or other computer storage medium, data, models or any photographic or other tangible materials containing such information ("Confidential Information"), including without limitation, any sales, promotional or marketing plans, programs, techniques, practices or strategies, any expansion plans (including existing and entry into new geographic and/or product markets), and any customer lists, (ii) use the Confidential Information solely in connection with his employment with the Republic Group and for no other purpose, (iii) take all precautions necessary to ensure that the Confidential Information shall not be, or be permitted to be, shown, copied or disclosed to third parties, without the prior written consent of the Republic Group, and (iv) observe all security policies implemented by the Republic Group from time to time with respect to the Confidential Information. In the event that the Employee is ordered to disclose any Confidential Information, whether in a legal or regulatory proceeding or otherwise, the Employee shall provide the Republic Group with prompt notice of such request or order so that the Republic Group may seek to prevent disclosure. In the case of any disclosure, the Employee shall disclose only that portion of the Confidential Information that he is ordered to disclose.

6. SPECIFIC PERFORMANCE; INJUNCTION.

The parties agree and acknowledge that the restrictions contained in Sections 4 and 5 are reasonable in scope and duration and are necessary to protect the Republic Group. If any provision of Section 4 or 5 as applied to any party or to any circumstance is adjudged by a court to be invalid or unenforceable, the same shall in no way affect any other circumstance or the validity or enforceability of any other provision of this Agreement. If any such provision, or any part thereof, is held to be unenforceable because of the duration of such provision or the area covered thereby, the parties agree that the court making such determination shall have the power to reduce the duration and/or area of such provision, and/or to delete specific words or phrases, and in its reduced form, such provision shall then be enforceable and shall be enforced. The Employee agrees and acknowledges that the breach of Section 4 or 5 will cause irreparable injury to the Republic Group and upon breach of any provision of such Sections, the Republic Group shall be entitled to injunctive relief, specific performance or other equitable relief, without being required to post a bond; provided, however, that, this shall in no way limit any other remedies which the Republic Group may have (including, without limitation, the right to seek monetary damages).

7. NOTICES.

All notices, requests, demands, claims and other communications hereunder shall be in writing and shall be deemed given if delivered by certified or registered mail (first class postage pre-paid), guaranteed overnight delivery or facsimile transmission if such transmission is confirmed by delivery by certified or registered mail (first class postage pre-paid) or guaranteed overnight delivery to, the following addresses and telecopy numbers (or to such other addresses or telecopy numbers which such party shall designate in writing to the other parties): (a) if to the Company, at its principal executive offices, addressed to the Chairman of the Board, with a copy to the Chief Executive Officer; and (b) if to the Employee, at the address listed on the signature page hereto.

8. AMENDMENT; WAIVER.

This Agreement may not be modified, amended, supplemented, canceled or discharged, except by written instrument executed by all parties. No failure to exercise, and no delay in exercising, any right, power or privilege under this Agreement shall operate as a waiver, nor shall any single or partial exercise of any right, power or privilege hereunder preclude the exercise of any other right, power or privilege. No waiver of any breach of any provision shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision, nor shall any waiver be implied from any course of dealing between the parties. No extension of time for performance of any obligations or other acts hereunder or under any other agreement shall be deemed to be an extension of the time for performance of any other obligations or any other acts. The rights and remedies of the parties under this Agreement are in addition to all other rights and remedies, at law or equity, that they may have against each other.

9. ASSIGNMENT; THIRD PARTY BENEFICIARY.

This Agreement, and the Employee's rights and obligations hereunder, may not be assigned or delegated by him. The Company may assign its rights, and delegate its obligations, hereunder to any affiliate of the Company, or any successor to the Company or its Solid Waste Services Business, specifically including the restrictive covenants set forth in Section 4 hereof. The rights and obligations of the Company under this Agreement shall inure to the benefit of and be binding upon its respective successors and assigns.

10. SEVERABILITY; SURVIVAL.

In the event that any provision of this Agreement is found to be void and unenforceable by a court of competent jurisdiction, then such unenforceable provision shall be deemed modified so as to be enforceable (or if not subject to modification then eliminated herefrom) for the purpose of those procedures to the extent necessary to permit the remaining provisions to be enforced. The provisions of Sections 4 and 5 will survive the termination for any reason of the Employee's relationship with the Company.

11. COUNTERPARTS.

This Agreement may be signed in any number of counterparts, each of which shall be an original but all of which together shall constitute one and the same instrument.

12. GOVERNING LAW.

This Agreement shall be construed in accordance with and governed for all purposes by the laws of the State of Florida applicable to contracts executed and to be wholly performed within such State.

13. ENTIRE AGREEMENT.

This Agreement contains the entire understanding of the parties in respect of its subject matter and supersedes all prior agreements and understandings (oral or written) between or among the parties with respect to such subject matter.

14. HEADINGS.

The headings of Paragraphs and Sections are for convenience of reference and are not part of this Agreement and shall not affect the interpretation of any of its terms.

15. CONSTRUCTION.

This Agreement shall be construed as a whole according to its fair meaning and not strictly for or against any party. The parties acknowledge that each of them has reviewed this Agreement and has had the opportunity to have it reviewed by their respective attorneys and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement.

16. ATTORNEY'S FEES.

The prevailing party in any litigation arising out of this Agreement shall be entitled to recover its attorneys' fees and costs from the other party.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date first above written.

REPUBLIC SERVICES, INC., a Delaware corporation

By: /s/ James E. O'Connor

Name: James E. O'Connor
Title: Chief Executive Officer

EMPLOYEE:

/s/ Tod C. Holmes

TOD C. HOLMES

Address: 128 Golden Shadow Circle
The Woodlands, TX 77381-3100

3-MOS	9-MOS
DEC-31-1999	DEC-31-1999
JUL-01-1999	JAN-01-1999
SEP-30-1999	SEP-30-1999
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.30	.86