

MIAMI BEACH

Finance and Citywide Projects Committee Meeting
City Hall, Commission Chambers, 3rd Floor, 1700 Convention Center Drive
June 28, 2019 - 8:00 AM

Commissioner Ricky Arriola, Chair
Commissioner Michael Góngora, Vice-Chair
Commissioner Mark Samuelian, Member
Commissioner Micky Steinberg, Alternate

John Woodruff, Liaison
Morgan Goldberg, Support Staff

Visit us at www.miamibeachfl.gov for agendas and video streaming of City Commission Committee Meetings.

OLD BUSINESS

1. **DISCUSSION REGARDING A WATERLESS CAR WASH RFP AT GARAGES - UPDATE**
October 18, 2017 - C4 E
Parking
2. **DISCUSSION REGARDING THE ANNEXATION OF NORTH BAY VILLAGE, AND TO REVIEW PROPERTY TAXES, ECONOMIC IMPACT, AND VALUE**
September 12, 2018 - R9 E
Sponsored by Commissioner Arriola
Office of the City Attorney
3. **DISCUSSION REGARDING THE ANNEXATION OF THE WESTERNMOST ISLANDS OF THE VENETIAN ISLANDS AND MAKING THEM A PART OF MIAMI BEACH, AND TO REVIEW PROPERTY TAXES, ECONOMIC IMPACT, AND VALUE**
September 12, 2018 - R9 F
Sponsored by Commissioner Góngora
Office of the City Attorney
4. **DISCUSSION REGARDING THE BUDGET ADVISORY COMMITTEE MOTION THAT THE CITY OF MIAMI BEACH COMPLETE A FACILITY CONDITION ASSESSMENT**
December 12, 2018 - C4 H
Sponsored by Commissioner Samuelian
Property Management
5. **DISCUSS THE IMPLEMENTATION OF THE MOTION MADE ON APRIL 5 BY THE HISPANIC AFFAIRS COMMITTEE**
April 10, 2019 - C4 AF
Sponsored by Commissioner Samuelian

Marketing and Communications

6. **DISCUSS A COMPOSTING PROGRAM IN NORTH BEACH SIMILAR TO THE PROGRAM AT THE MIAMI BEACH BOTANICAL GARDEN**

May 8, 2019 - C4 E

Sponsored by Commissioner Alemán

Environment & Sustainability

NEW BUSINESS

7. **DISCUSS HERITAGE TREE DESIGNATION, AWARENESS CAMPAIGN AND INCENTIVE PROGRAM**

April 10, 2019 - C4 H

Sponsored by Commissioner Alemán and Co-Sponsored by Vice-Mayor Malakoff

Environment & Sustainability

8. **DISCUSSION REGARDING A CELEBRITY BEACH SOCCER MATCH BENEFITING BEST BUDDIES ON NOVEMBER 23, 2019 REGARDING CITY PERMITTING AND FEES**

April 10, 2019 - C4 AI

Sponsored by Commissioner Góngora

Tourism and Culture

9. **DISCUSS A PROPOSAL TO ESTABLISH A MONUMENT OR COMMEMORATIVE PLAQUE AT THE RAINBOW CROSSWALK LOCATED AT 12TH STREET AND OCEAN DRIVE**

May 8, 2019 - C4 H

Sponsored by Commissioner Góngora

Parks and Recreation

10. **DISCUSSION REGARDING CAPITAL APPROPRIATIONS FOR THE PROPERTY MANAGEMENT EMERGENCY GENERATOR**

June 5, 2019 - C4 A

Property Management

11. **DISCUSSION REGARDING THE INITIAL FUNDING FOR UNDERGROUNDING OF UTILITIES IN THE CITY OF MIAMI BEACH**

June 5, 2019 - C4 C

Sponsored by Commissioner Alemán

Public Works

12. **DISCUSS THE RENEWAL OF THE AGREEMENT WITH THE FRANCHISE WASTE CONTRACTORS**

June 5, 2019 - C4 D

Public Works

13. **DISCUSS THE MAY 21, 2019 YOUTH COMMISSION MOTION OF PARTICIPATING IN THE LEGISLATIVE ACTION DAYS YOUTH COUNCIL**

June 5, 2019 - C4 G

Sponsored by Commissioner Góngora

Organizational Development Performance Initiatives

14. **DISCUSSION REGARDING A BIOSWALE PILOT PROJECT FOR 59TH STREET WEST OF ALTON ROAD**

June 5, 2019 - C4 J

Sponsored by Commissioner Alemán

Public Works

15. **DISCUSSION TO REVIEW THE MAYOR'S PANEL ON OCEAN DRIVE, SAFETY, SECURITY, AND INFRASTRUCTURE SUBCOMMITTEE'S MOTION FOR A SECRET SHOPPER PROGRAM AS AN INVESTIGATIVE TOOL**

June 5, 2019 - C4 Y

Sponsored by Commissioner Samuelian

Office of the City Manager

DEFERRED ITEMS

16. **DISCUSSION REGARDING ZERO BASED BUDGET (ZBB) EXERCISE FOR SANITATION**

May 8, 2019 - C4F

Sponsored by Commissioner Arriola

Public Works

Status: Item deferred to the July 19, 2019 FCWPC meeting, per request from the Commission Budget Workshop.

17. **DISCUSSION TO EXAMINE THE SCOPE AND FUNDING OPTIONS FOR THE 72ND STREET PROJECT**

May 8, 2019 - R7 A

Office of Capital Improvement Projects

Status: Item deferred to the July 19, 2019 FCWPC meeting.

18. **DISCUSSION TO REVIEW THE CITY'S FORTHCOMING STORMWATER MANAGEMENT BUDGET AS WELL AS RELATED UTILITIES, ABOVE GROUND, AND OTHER ASSOCIATED COSTS**

September 12, 2018 - C4 G

Sponsored by Commissioner Samuelian

Public Works

Status: Item deferred to the July 26, 2019 FCWPC meeting, pending information from Jacobs Engineering.

19. **DISCUSSION REGARDING APPROPRIATING SERIES 2017 STORMWATER BOND PROCEEDS AND SERIES 2017 WATER AND SEWER BOND PROCEEDS TO NORTH BEACH TOWN CENTER**

June 5, 2019 - C4 I

Sponsored by Commissioner Arriola

Public Works

Status: Item to be heard at the July 26, 2019 FCWPC meeting.

20. **DISCUSSION ON UPDATING MINIMUM WAGES ON CITY FUNDED CONSTRUCTION CONTRACTS**

January 16, 2019 - C4 M

Sponsored by Commissioner Steinberg

Procurement/CIP

Status: Item deferred to the July 26, 2019 FCWPC meeting.

21. **DISCUSSION REGARDING CREATING A CONNECTION BETWEEN OCEAN DRIVE AND LINCOLN ROAD THROUGH ESPANOLA WAY**

June 5, 2019 - C4 H

Sponsored by Commissioner Arriola

Public Works

Status: Item to be heard at the July 26, 2019 FCWPC meeting.

22. **DISCUSSION REGARDING THE LOCATION OF A STORAGE FACILITY AND NEW RESTROOMS FOR SOUNDSCAPE PARK**

January 16, 2019 - C4 I

Tourism and Culture

Status: Item deferred to the July 31, 2019 FCWPC meeting, pending designer renderings.

23. **DISCUSSION REGARDING VACATING A PORTION OF OCEAN COURT BETWEEN THE CLEVELANDER AND ESSEX HOTELS IN FAVOR OF THE JESTA GROUP PURSUANT TO SECTION 82-37 OF THE CITY CODE TO ENABLE A PEDESTRIAN BRIDGE TO LINK BOTH PROPERTIES**

June 5, 2019 - C4 F

Sponsored by Commissioner Arriola

Public Works

Status: Item to be heard at the July 31, 2019 FCWPC meeting.

24. **DISCUSSION REGARDING THE REVIEW OF THE JULIA TUTTLE BUS RAPID TRANSIT DEMONSTRATION PROJECT**

May 16, 2018 - C4 R

Sponsored by Commissioner Samuelian

Transportation

Status: Update to be provided at the July 31, 2019 FCWPC meeting.

25. **UPDATE ON THE PROGRESS OF THE TRAFFIC MITIGATION STRATEGY TO HELP REDUCE TRAFFIC IMPACTS OF THE CONNECTING MIAMI CONSTRUCTION PROJECT**

March 13, 2019 - R7 G

Sponsored by Commissioner Samuelian

Transportation

Status: Update to be provided at the July 31, 2019 FCWPC meeting.

26. **DISCUSSION PERTAINING TO A FUTURE PLAN FOR THE PARKING LOT ON THE NORTH SIDE OF 75TH STREET BETWEEN COLLINS AVENUE AND OCEAN TERRACE**

June 5, 2019 - C4 E

Economic Development

Status: Item to be heard at the July 31, 2019 FCWPC meeting.

27. **UPDATE ON FDOT AND CITY CONSTRUCTION PROJECTS AND TRAFFIC MITIGATION STRATEGIES**

June 5, 2019 - R9 E

Sponsored by Commissioner Góngora

Transportation

Status: Item to be heard at the July 31, 2019 FCWPC meeting.

28. **DISCUSSION REGARDING ESTABLISHING A HISTORIC PRESERVATION FUND**

April 11, 2018 - C4 O

Sponsored by Commissioner Arriola

Finance/Planning

Status: Item deferred to the September 20, 2019 FCWPC meeting.

29. **DISCUSSION REGARDING BENCHMARKING OF IMPACT FEES**

January 16, 2019 - C4 G

Sponsored by Commissioner Alemán

Economic Development

Status: Item deferred to the September 20, 2019 FCWPC meeting, pending analysis.

30. **DISCUSSION ON MIAMI BEACH COMMUNITY DEVELOPMENT CORPORATION AND ITS FINANCIAL CONDITION**

April 10, 2019 - C4 D

Sponsored by Vice-Mayor Malakoff

Office of Housing & Community Services

Status: Item deferred to the September 20, 2019 FCWPC meeting.

31. **DISCUSSION REGARDING THE BIGBELLY PROGRAM AND POTENTIAL WAYS TO SUBSIDIZE ITS COSTS**

October 17, 2018 - C4 I

Sponsored by Commissioner Arriola

Public Works

Status: Item deferred to be discussed further during or subsequent to the Zero Based Budget item, as BigBelly is proposing to offset costs by including a 5G component to the program.

MIAMI BEACH

COMMITTEE MEMORANDUM

TO: Finance and Citywide Projects Committee Members

FROM: Jimmy L. Morales, City Manager

DATE: June 28, 2019

SUBJECT: **DISCUSSION REGARDING A WATERLESS CAR WASH RFP AT GARAGES - UPDATE**

HISTORY:

On October 18, 2017, the Mayor and Commission approved a referral to the Finance and Citywide Projects Committee (FCWPC), to discuss Waterless Car Wash RFP at municipal garages. The FCWPC discussed the item at their November 8, 2017, meeting and recommended that the Administration pursue the offering of waterless car wash services at the municipal parking garages, beginning with a pilot phase before full deployment. These services would be deployed as a concession agreement with the selected provider.

On December 13, 2017, City Commission adopted Resolution No.2017-30099, accepting the recommendations made by FCWPC. The parameters for moving forward included:

- A. Awarding any resulting Concession agreement in two phases. The first phase shall be a pilot program at one or more selected garage(s) for a period not to exceed six months. The second phase may include, but is not a guarantee, a longer term with an expanded number of garages from which to offer the services.
- B. A requirement that water usage shall be minimal and any water used must be collected and discarded according to law.
- A. All chemicals utilized shall be non-harmful to the environment and properly disposed to the requirements of the Environmental Protection Agency and Florida Department of Environmental Protection; and

Additionally, on December 13, 2017, the Mayor and City Commission authorized the Administration to issue an RFP for Waterless Car Wash Concession, and to release the final draft of the RFP to the Mayor and City Commission via LTC (Letter to Commission).

On July 25, 2018 the City Commission adopted Resolution No. 2018-30400 accepting the recommendation of the City Manager to enter into negotiations with GT Eco Carwash, LLC pursuant to RFP No. 2018-157-WG for Waterless Car wash Concession.

The Agreement for the Pilot Program was executed on December 7, 2018 with an expiration date of June 5, 2019. On June 5, 2019 the City Commission approved an extension of the pilot program until September 5, 2019.

A highlight of the terms included in the Phase I - Pilot Concession Agreement are:

- Revenue payment: Concessionaire shall remit to the City 8% of the monthly gross receipts generated by the program.

- Utility Charges: The City provides electrical power connections to the Concession area during the Term. Concessionaire pays the City an amount equal to \$0.15 per vehicle services, for utility charges during the Pilot Program.

ANALYSIS:

Services started at the 17th Street Garage (G5), located at 640-17th Street, in February 2019 and once a week at the City Hall Garage, located at 1755 Meridian Avenue in March 2019. As of the end of May 2019, 377 vehicles have been serviced and the City has collected \$1,034.94 (8%) revenue share.

CONCLUSION:

The Administration deems Phase I of the Waterless Car Wash Pilot to be successful; therefore, the Administration's recommendation is to proceed with Phase II of RFP 2018-157-WG for Waterless Carwash Services, extending Waterless Car Wash services to other municipal garages and extending the term of the concession agreement.

MIAMI BEACH

COMMITTEE MEMORANDUM

TO: Finance and Citywide Projects Committee Members

FROM: Raul J. Aguila, City Attorney

DATE: June 28, 2019

SUBJECT: **DISCUSSION REGARDING THE ANNEXATION OF NORTH BAY VILLAGE,
AND TO REVIEW PROPERTY TAXES, ECONOMIC IMPACT, AND VALUE**

ANALYSIS:

Discussion at Committee.

MIAMI BEACH

COMMITTEE MEMORANDUM

TO: Finance and Citywide Projects Committee Members

FROM: Raul J. Aguila, City Attorney

DATE: June 28, 2019

SUBJECT: **DISCUSSION REGARDING THE ANNEXATION OF THE WESTERNMOST ISLANDS OF THE VENETIAN ISLANDS AND MAKING THEM A PART OF MIAMI BEACH, AND TO REVIEW PROPERTY TAXES, ECONOMIC IMPACT, AND VALUE**

ANALYSIS:

Discussion at Committee.

MIAMI BEACH

COMMITTEE MEMORANDUM

TO: Finance and Citywide Projects Committee Members

FROM: Jimmy L. Morales, City Manager

DATE: June 28, 2019

**SUBJECT: DISCUSSION REGARDING THE BUDGET ADVISORY COMMITTEE
MOTION THAT THE CITY OF MIAMI BEACH COMPLETE A FACILITY
CONDITION ASSESSMENT**

HISTORY:

On March 13, 2013, the Mayor and City Commission approved Resolution No. 2013-28155, awarding the agreements for Facilities Condition Assessment (FCA) to Nova Engineering and Environmental, LLC (Nova) and VFA, Inc. (VFA), pursuant to Request for Qualifications (RFQ) No. 56-11/12. The purpose of the FCA is to conduct field inspections and document the condition of various buildings and assets owned by the City. From the information gathered a report is developed for each asset that includes a current and projected future asset replacement cost, and a full condition report of all systems that support the asset within its envelope. The FCA also projects timelines for equipment replacement based on current condition during the assessment and expected lifecycle.

All this information combined generates the Facility Condition Index (FCI), a ratio of deferred maintenance costs and the Asset Replacement Value for each asset. The FCI measures the facility's overall condition via an evaluation rating of excellent, good, fair, or poor. A monetary investment value is associated with this score to bring the FCI to a more desirable rating.

In 2014, the City conducted a Facilities Condition Assessment with VFA. Approximately 97 assets were evaluated and their FCI scores noted. As capital replacements are conducted to facilities, the VFA database is updated and scores adjusted to reflect the information provided. However, in order to accurately capture a facility's condition an assessment should be conducted every five years per industry standards.

On May 11, 2011, the Mayor and City Commission approved Resolution No. 2011-27654 authorizing the sole source purchase for annual maintenance of Cityworks software. Furthermore, it was implemented for the Miami Beach Convention Center and Property Management.

In an attempt to streamline the delivery of services throughout all departments, on March 1, 2017, an upgrade in the not to exceed annual amount of \$66,000.00 for three years was done to Cityworks in order to utilize the software's new options such as its mobile applications, CCTV and MicroPaver interfaces.

ANALYSIS:

Currently, the Property Management Department utilizes VFA as one of the tools for capital planning and

Cityworks as the computerized maintenance management system (CMMS) for work order requests, emergencies, and scheduled maintenance. The data within VFA has become dated since the last assessment was in 2014 with the understanding that every five years a re-assessment would be due.

In order for VFA or any other facility condition assessment software to truly become the capital planning tool that will accurately enable forecasting of long-term renewal, other capital costs, and the prioritization of those investments based on the City's vision, it needs to also capture and reflect the data generated by the CMMS system.

Unfortunately, Cityworks and VFA do not integrate with one another and the day to day information is lost. In turn this leaves the Department vulnerable to costly assumptions of replacements, emergencies, and poor investment of already limited resources.

On May 8, 2019, the Mayor and City Commission approved the issuance of Request For Proposals (RFP) 2019-201-JC: Computerized Maintenance Management System, that will provide the capability to proficiently track, manage, and report the status of asset maintenance while providing real time views of ongoing work. The awarded vendor will be able to integrate with VFA and avoid any human error of accurately, and timely data input to reflect a real time FCI.

In addition to the new CMMS software, the Property Management Department will continue to hold internal biweekly project meetings with the Department's Facility Capital Project Coordinators and the Facility Zone Managers. These meetings are held as round table discussions to review and assess facility needs, current projects, and address potential new capital projects (renewal or replacement) based on field condition inspections and observations. Though these valiant efforts, the daunting task of bridging the information gap between capital project planning and daily maintenance, becomes a highway of information exchange and the catalyst for proper capital planning through lifecycle management.

With a portfolio as diverse as the one managed by Property Management, it is crucial that budget decisions are based on tangible measurable data. This will allow for accurate forecasting of the capital renewal and replacement program budget supported by lifecycle replacement standards that are captured in real time.

The life expectancy of the components that make up facilities, also defined as assets, is established by following the Building Owners and Managers Association (BOMA) life expectancy, maintenance performed, and observed years remaining. The intention behind the gathering of all of this data is so that the funding for the replacement of these assets can be gradually acquired on a yearly basis, much like special assessments work for condominiums. Once the asset comes within 10 years of being due for replacement, the projected cost for the date of replacement (calculated by RSMeans with an adjustment factor) will be divided and added to the annual budget to be set aside. Being able to utilize this information and plan accordingly sets the platform that aligns organizational needs with the right information, at the right time, for the right budget decisions.

After reviewing the capabilities of other reputable facility condition assessment companies, such as, FoScore, ReVision, and Sightlines it was to the City's best interest to move forward with VFA, now Accruent. Accruent, currently maintains data of the conditions of all city-owned buildings from the assessment conducted in 2014. Additionally in 2017, the Parks and Recreation Department also conducted a reassessment utilizing Accruent for all the facilities they manage. While facilities conditions assessments may be provided by a number of firms, conducting the FCA with Accruent poses several advantages. Accruent offers negotiated pricing through the National IPA Contract. The proposal provided is within the appropriated budget. Further, Accruent can conduct the FCA starting this summer, with an estimated completion date of January 2020. Given the time sensitive nature to conduct the FCA, as well as the budgetary constraints, it is in the City's best interest to proceed with utilizing National IPA Contract #R161801.

The goal is to have a platform that integrates the data holistically for capital planning and facility management

systems to accurately define metrics that will provide clarity and recommendations for the annual budgeting for current and future needs.

CONCLUSION:

The following is presented to the members of the FCWPC for discussion regarding Administration’s direction in researching and acquiring the best tools enabling a methodical facility condition assessment process that shows how data is collected, facility replacement values are derived, and cost data is developed.

ATTACHMENTS:

Description	Type
□ BAC Presentation for Lifecycle	Other

PROPERTY MANAGEMENT

Strategic Facility Planning & Budget

Strategic facility planning process may be defined as the process an organization envisions its future by linking its purpose to the strategy of the overall organization and then developing goals, objectives and action plans to achieve that future.

DEPARTMENT DESCRIPTION

The Property Management Department is committed to providing responsive and responsible innovative strategies that consistently increase the quality of service, reduce costs, improve occupant satisfaction, and ensures health, safety, sustainability and resiliency. The Department is responsible for the day-to-day operations and maintenance of the City's real property assets, in total over 4 million square feet are managed including:

- Over 84 municipal buildings
- The Lincoln Road District
- 39 bridges
- 15 monuments
- 23 fountains
- 36 lifeguard stands
- Holiday lighting
- Oversight of the Convention Center
- Over 6 miles of pedestrian areas along the beaches and boardwalk
- Coordination with other departments and divisions such as Parks and Recreation, Public Works, Beach Maintenance, and Greenspace



Programmed Budget

- The identification and prioritization of facility and infrastructure physical, functional, and budgetary needs, spanning a multi-year timeframe based on standards visions and goals.



Capital Renewal Projects

- Projects that extend an asset's life by at least 5 years and exceed the value of \$25,000.00. Includes planning for expansion, asset replacement, asset renewal, asset acquisition, cost reduction and new service.



Energy Efficiency

- Energy saving initiatives, through renewal, replacements, and retrofits



Life Cycle Management

- Routine maintenance, and inspections to determine future repairs, replacements, and retrofits before failures. Updates of metrics and cost models.



Design Guidelines

- Design guidelines for efficiency, uniformity, and expectations.



Code Compliance

- Commitment to upgrade facilities to meet current code and accessibility compliance

Life Cycle Management

Programmed Budget

Industry standards for replacements and renewals on a predetermined 5/7 schedule basis.

**Based on BOMA and ASHRAE Standards*

MIAMI BEACH

RESOURCES:

MAINTENANCE MANAGEMENT SOLUTION

SOFTWARE:

- Benchmarks and cost management based on actual market rates
- Track maintenance vs. replacement cost
- Real time tracking and visibility to deliver and stay on schedule
- Predictive measures to avoid failures and emergencies

ZONE MANAGER MODEL:

- Quarterly inspections and reporting of all systems and conditions of assets
- Proactive maintenance
- Manage Facility Conditions Assessments

INDUSTRY STANDARDS:

- Implement Standard Operating Procedures
- Enforce industry standards such as BOMA, ASHRAE, IFMA, and others

LIFE CYCLE ASSESSMENTS AND

WARRANTIES:

- Warranty tracking and implementation
- Expected service life

SYSTEMS EVALUATED:

- Parking Lots
- Structural Systems
- Roofing
- Elevators
- Windows and Facades
- HVAC
- Building Automation
- Electrical
- Lighting
- Plumbing
- Fire and Life Safety
- Security
- Interior Finishes

5 YEAR RENEWAL REPLACEMENT CYCLE

HVAC

ELECTRICAL

FIRE/ LIFE SAFETY/ SECURITY SYSTEM

INTERIOR FINISHES

5 YEAR RENEWAL EXAMPLES

HVAC

- a. Controllers Sensors
 - i. Humidity, CO2
 - ii. Water Flow
 - iii. Air Flow

ELECTRICAL

- a. Batteries

FIRE/ LIFE SAFETY/ SECURITY SYSTEM

- a. Standby Power Supply Batteries

INTERIOR FINISHES

FLOORING

- a. Carpet Floor:
 - i. Broad Loom
 - ii. Carpet Tiles

WALLS

- a. Painted
- b. Wallpaper
- c. Fabric

DOOR HARDWARE

- a. Automatic Doors

7 YEAR RENEWAL REPLACEMENT CYCLE

HVAC

ELEVATOR/ ESCALATOR

PLUMBING

ROOFING AND SIDING

ELECTRICAL

FIRE/ LIFE SAFETY/ SECURITY SYSTEM

INTERIOR FINISHES

7 YEAR RENEWAL EXAMPLES

HVAC

- a. Window Unit
- b. Electric Radiant Heaters
- c. Flexible Round Ductwork
- d. Well- Submerged Pumps
- e. Motor Starters

ELEVATOR/ ESCALATOR

- a. Cab Interior Finish
- b. Freight or Service Door Operators

PLUMBING

- a. Faucets
- b. Flush Valves

ROOFING AND SIDING

- a. Modified Bitumen Flat

INTERIOR FINISHES

FLOORING

- a. Vinyl Floor:
 - i. Tile
 - ii. Sheet

WALLS

- a. Vinyl Wall Covering
- b. Epoxy (Two Part) 15
- c. Wood Finishes 15

CEILINGS

- a. Suspended
 - i. Ceiling Tiles

DOOR HARDWARE

- a. Entry Lock Sets
- b. Closures

15+ YEAR RENEWAL REPLACEMENT CYCLE

HVAC

ELEVATOR/ ESCALATOR

PLUMBING

ROOFING AND SIDING

ELECTRICAL

FIRE/ LIFE SAFETY/ SECURITY SYSTEM

INTERIOR FINISHES

STRUCTURAL

PARKING DECKS/ LOTS SURFACE

15+ YEAR RENEWAL EXAMPLES

HVAC

- a. Rooftop Air Conditioners (18 years)
- b. Air Handling Units (20 years)
- c. Air Terminals (20 Years)

ELEVATOR/ ESCALATOR

- a. Hydraulic (15 years)
 - i. Underground Cylinder
 - ii. Car and Pump Unit

PLUMBING

- a. Water Heaters (15 years)
- b. Backflow Preventers (30 years)

ROOFING AND SIDING

- a. Flat Single Ply (15 years)
- b. Metal Structural Panels (25 years)

15+ YEAR RENEWAL EXAMPLES

ELECTRICAL

- a. Emergency Generator (20 years)
- b. Transfer Switch
- c. Circuit Breakers (30 years)

FIRE/ LIFE SAFETY/ SECURITY SYSTEM

- a. Notification Devices (15 years)
- b. Fire Pump (20 years)
- c. Sprinkler Heads (25 years)

INTERIOR FINISHES

FLOORING:

- a. Stone
 - i. Granite 75+
 - ii. Marble 50
- b. Terrazzo 50
- c. Concrete 50

CEILINGS:

- a. Plaster/Drywall with Skim Coat 30
- b. Suspended
 - i. Spline System 20
 - ii. Lay-In System 25
- c. Metal 25

STRUCTURAL

- a. Glass Curtain Wall (50 years)
- b. Windows (30 years)

PARKING DECKS/ LOT SURFACE

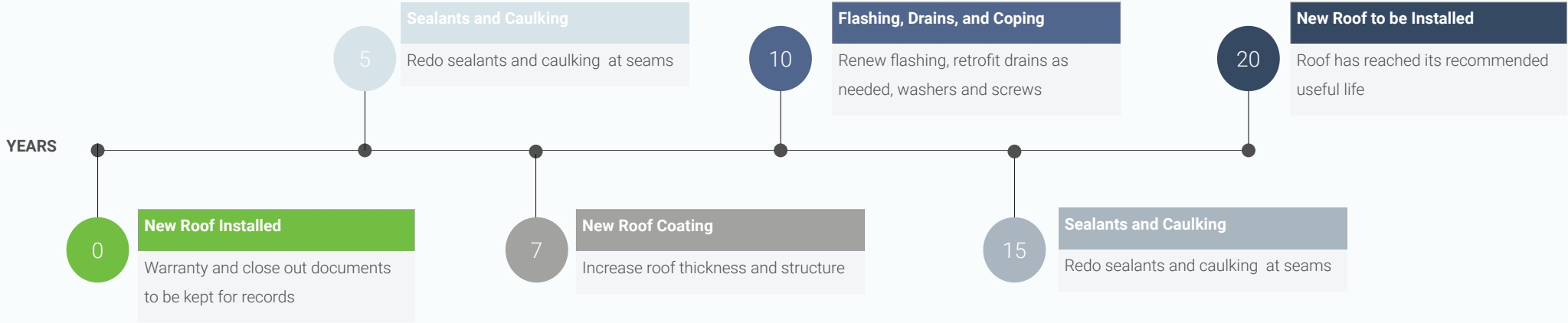
- a. Exposed Paving (30 years)
- b. Covered Paving (40 years)

Life Cycle Management Capital Planning Timeline

System: Roof (Single Ply Flat PVC)	
Average Useful Life (years):	20
Environment / Exposure ¹ :	High Exposure/ Low Traffic
Priority ² :	2

Environment/ Exposure 1:
High Exposure/ Low Exposure/ High Traffic/ Low Traffic/ Hours of use per day and or week

Priority²:
Priority 1: currently critical (year 1)/ **Priority 2:** potentially critical (year 2)/ **Priority 3:** necessary, not yet critical (years 3 – 5)/ **Priority 4:** recommended (years 6 – 10)/ **Priority 5:** does not meet current codes/standards, but is exempt because it met the codes at the time of construction. If substantial work is undertaken, some existing conditions may need to be corrected.

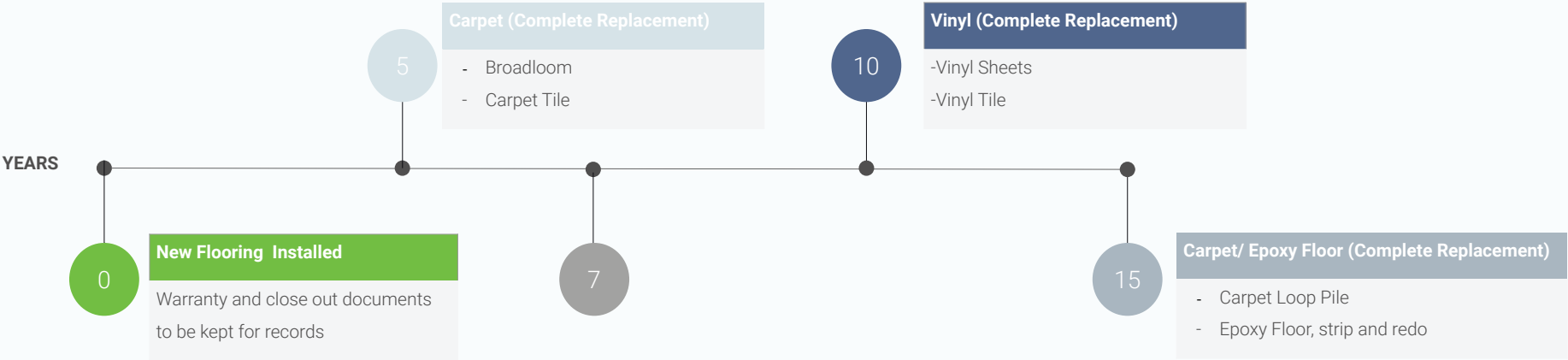


Life Cycle Management Capital Planning Timeline

System: Interior Finishes (Flooring I)	
Average Useful Life (years):	5-15
Environment / Exposure ¹ :	High Exposure/ High Traffic
Priority ² :	4

Environment/ Exposure 1:
High Exposure/ Low Exposure/ High Traffic/ Low Traffic/ Hours of use per day and or week

Priority²:
Priority 1: currently critical (year 1)/ **Priority 2:** potentially critical (year 2)/ **Priority 3:** necessary, not yet critical (years 3 – 5)/ **Priority 4:** recommended (years 6 – 10)/ **Priority 5:** does not meet current codes/standards, but is exempt because it met the codes at the time of construction. If substantial work is undertaken, some existing conditions may need to be corrected.



UNIDAD Case Study

Life Cycle Management Programmed Budget

Constructed: 2009

Unidad Senior Center located at 7251 Collins Avenue. On February 14, 2018 Resolution 2018-30198 was passed amending the original management agreement to reflect the City's extent of maintenance and facility responsibility inclusive of day to day maintenance and capital improvements.



MIAMI BEACH

CURRENT FY 2017-2020 PROJECTS

- ELEVATOR MODERNIZATION (\$70,000.00)
- ROOF REPLACEMENT (\$50,000)
- FIRE ALARM REPLACEMENT (\$3,000.00)
- WINDOW SEAL RENEWAL (\$40,000.00)
- BUILDING DOOR RENEWAL (\$39,000.00)
- INTERIOR-EXTERIOR PAINT (\$89,000.00)

TOTAL: \$291,000.00

2024 RENEWAL CYCLE (15 YEARS)

STRUCTURAL:

- a. Aluminum Facade

ELECTRICAL

- a. Replace Interior and Exterior Fixtures

HVAC

- a. Electric Controls Replaced
- b. Air Handlers and Condensing Units (Replaced 2017)

FLOORING

- a. Terrazzo Floor (Restored)

WALLS

- a. Painted
- b. Wallpaper
- c. Fabric

2029 RENEWAL CYCLE (20 YEARS)

HVAC

- a. Diffusers
- b. Insulation

FIRE/ LIFE SAFETY/ SECURITY SYSTEM

- a. Notification Devices
- b. Fire Pump
- c. Sprinkler Heads

PLUMBING

- a. Faucets
- b. Flush Valves

FLOORING

- a. Hardwood Floor:
 - i. Finish

WALLS

- a. Painted

CEILINGS

- a. Drywall Paint

DOOR HARDWARE

- a. Entry Lock Sets
- b. Closures

2039 RENEWAL CYCLE (30 YEARS)

HVAC

- a. Air Handlers and Condensing Units

ELEVATOR

- a. Hydraulic (15 years)

PLUMBING

- a. Water Heaters
- b. Backflow Preventers

ROOFING AND SIDING

- a. Flat Single Ply (15 years)

ELECTRICAL

- a. Circuit Breakers (30 years)

FLOORING

- a. Terrazzo Floor (Restored)

WALLS

- a. Painted

DOOR HARDWARE

- a. Automatic Doors

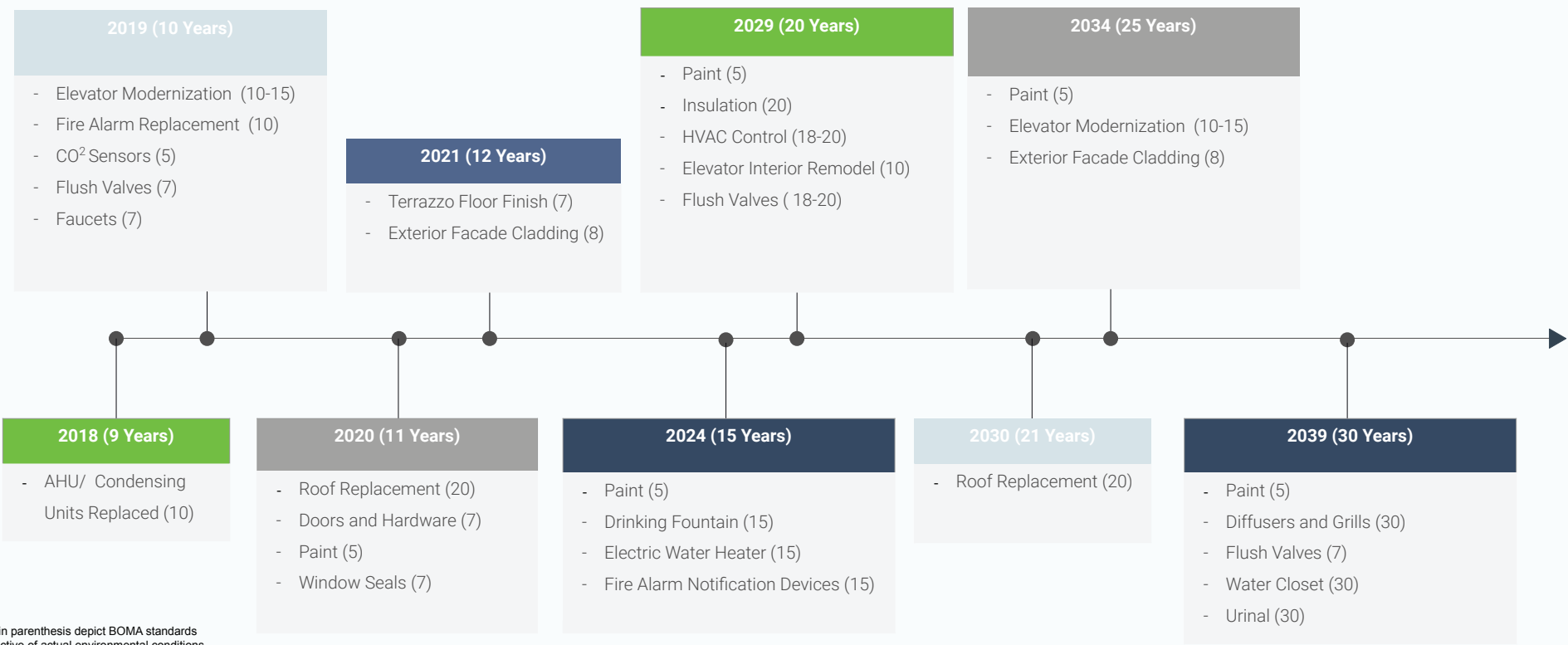
STRUCTURAL:

- a. Aluminum Facade
- b. Glass Curtain Wall (If replaced 2020)

UNIDAD Case Study

Asset Life Cycle Management Timeline

Constructed: 2009



* Years in parenthesis depict BOMA standards
not reflective of actual environmental conditions

FACILITY CONDITION INDEX

PRIORITIES THROUGH METRICS

$$FCI = \frac{\text{BACKLOG} + \text{CURRENT YEAR}}{\text{(CURRENT YEAR REPLACEMENT VALUE)}}$$

FACILITY TYPES AND CONDITION INDEX		
CONDITION	# OF BUILDINGS (CITYWIDE)	% BY SQ. FT.
0.00-0.10 (EXCELLENT)	20	10.8
0.10-0.20 (GOOD)	26	41.7
0.20-0.30 (FAIR)	24	8.9
GREATER THAN 0.30 (POOR)	27	38.6

Asset	Year Constructed	Age	Use	Size	FCI
6th Street Restroom	1985	33	Bathhouse	288	0.00
Property Management Office	2016	2	Office	4,797	TBD
Unidad	2009	10	Multi-use	8,073	TBD
Fire Station #2 - Historical (Administrative)	1938	80	Fire/Police Station	11,305	0.01
Fire Station #2 - Engine Bay	2008	10	Fire/Police Station	17,400	0.07
10th St. Auditorium / Beach Patrol	1959	59	Multi-use	12,714	0.08
Garden Center Buildings	1962	56	Multi-use	7695	0.12
Jackie Gleason TOPA	1950	68	Assembly (Auditorium, Theater)	50,000	0.12
555 Building	1954	64	Office	12,685	0.15
Sanitation Storage - New	1980	38	Storage	1,500	0.16
Old Library Building	1964	54	Business	2,073	0.16

*Facility Condition Assessment performed 2014

MIAMI BEACH

Asset	Year Constructed	Age	Use	Size	FCI
Police Garage	1987	31	Parking	230,100	0.17
Colony Theater	1932	86	Assembly (Auditorium, Theater)	28,000	0.18
Historic City Hall	1927	91	Multi-use	34,880	0.18
Public Works	1980	38	Multi-use	19,284	0.18
Flamingo Park - Property Mgmt. Painting & Mechanical Shop	1974	44	Maintenance Shops	2,500	0.19
Miami City Ballet Building	2000	18	Instructional	63,279	0.19
City Hall	1977	41	Business	111,388	0.24
777 Building	1960	58	Office	34,565	0.24
Bass Museum	1925	93	Museum	31,125	0.25
South Shore Community Center	1975	43	Multi-use	18,730	0.26
Fire Station 4	2007	11	Fire/Police Station	10,000	0.26
PAL Building	2000	18	Business	13,000	0.27
Byron Carlyle Theater	1968	50	Assembly (Auditorium, Theater)	28,000	0.29
Boys and Girls Club	1965	53	Business	2,880	0.32
South Point Police Substation	1965	53	Fire/Police Station	1,600	0.33
Electrowave Building	1994	24	Gas Station / Auto Repair	3,600	0.37
21st Street Community Center	1987	31	Multi-use	15,885	0.37
Police Station	1987	31	Multi-use	88,356	0.38
Marine Patrol Building	1990	28	Fire/Police Station	1,943	0.42
Fleet Maintenance Shop #2	1987	31	Multi-use	13,500	0.43
Carl Fisher Clubhouse	1915	103	Other special facilities	3,234	0.45
Fleet Maintenance Shop #3	1987	31	Multi-use	3,250	0.47
Property Management Office	1940	78	Business	1,709	0.50
Acorn Theater	1915	103	Other	2,436	0.51
Sanitation Storage - Old	1995	23	Storage	710	0.53
Acorn Bandshell	1985	33	Other	1,200	0.55
Fleet Maintenance Shop #1	1945	73	Gas Station / Auto Repair	13,600	0.56
Miami Beach Convention Center	1960	58	Other special facilities	1,200,000	TBD
Jackie Gleason Theater of Performing Arts	1950	68	Auditorium	150,000	0.75
Fire 3	1977	41	Multi-use	7,490	0.83
Fire 1	1970	48	Multi-use	9,000	1.01

MIAMI BEACH

COMMITTEE MEMORANDUM

TO: Finance and Citywide Projects Committee Members

FROM: Jimmy L. Morales, City Manager

DATE: June 28, 2019

SUBJECT: **DISCUSS THE IMPLEMENTATION OF THE MOTION MADE ON APRIL 5 BY
THE HISPANIC AFFAIRS COMMITTEE**

KEY INTENDED OUTCOME:

Maximize The Miami Beach Brand As A World Class Destination

HISTORY:

On April 5 The Hispanic Affairs Committee made a motion regarding the creation of two historical archives interview segments to be aired on MBTV during Hispanic Heritage Month, 2019 and yearly thereafter.

ANALYSIS:

Hispanic Heritage Month runs from September 15 through October 15. The Marketing and Communications Department is able to work with the Hispanic Affairs Committee to create two videos to rotate on MBTV during this time.

CONCLUSION:

The administration recommends that the Marketing and Communications Department work with the Hispanic Affairs Committee to determine a list of prominent Hispanic representatives in the Miami Beach community to create videos of utilizing the best and most appropriate methods and structure for the video.

MIAMI BEACH

COMMITTEE MEMORANDUM

TO: Finance and Citywide Projects Committee Members

FROM: Jimmy L. Morales, City Manager

DATE: June 28, 2019

SUBJECT: **DISCUSS A COMPOSTING PROGRAM IN NORTH BEACH SIMILAR TO THE PROGRAM AT THE MIAMI BEACH BOTANICAL GARDEN**

ATTACHMENTS:

Description		Type
 Composting Memo		Memo

MIAMI BEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

COMMITTEE MEMORANDUM

TO: Finance and Citywide Projects Committee

FROM: Jimmy L. Morales, City Manager

DATE: June 28, 2019

SUBJECT: **Discuss A Composting Program In North Beach Similar To The Program At The Miami Beach Botanical Garden.**

BACKGROUND

At the City Commission meeting on March 13, 2019, the Mayor and City Commission referred a discussion to the Sustainability and Resiliency Committee (SRC) to discuss creating a composting program in North Beach similar to the program at the Miami Beach Botanical Garden. This item was sponsored by Commissioner John Aleman. At the March 26, 2019 Sustainability & Resiliency Committee, staff provided an overview of different types of composting programs that the city could explore. The SRC requested that staff develop a concept plan for a pilot program to be implemented in North Beach that is similar in scale to the composting site at the Miami Beach Botanical Gardens. The Committee referred the discussion to the Finance and Citywide Projects Committee (FCWPC). On May 29, 2019, the FCWPC discussed this item and requested that staff reach out to The North Beach Yard regarding the \$75,000 that had been allocated in the FY2018 capital budget to cost share the purchase of a mechanical composter. The Letter to Commission 326-2019 dated June 6, 2019 provides an update on the status of the North Beach Yard Project.

ANALYSIS

In April 2016, the Miami Beach Botanical Garden established its own composting program for residents. The compost program accepts approximately 10,000 lbs. of food scraps per year from members of the community. The onsite piles are positioned within a 25' x 30' area (750 square feet). Each pile is about 6' in diameter and can provide enough space for food scraps from 50-100 families per week. To adequately maintain the program and dependent on the amount of waste material, two staff members spend between 10 to 20 hours per week total adding material to the pile or processing finished material. The final compost product is either used within the garden, provided to the families that participate for their own garden use, or sold to the public for residential garden use.

At the March 20, 2019 Sustainability and Resiliency Committee, the city administration was directed to locate a potential site in North Beach to begin a pilot composting program similar to the Miami Beach Botanical Garden. After taking into consideration sizing requirements, accessibility, and current usage, staff identified the greenspace located on the east side of the parking lot in West Lot 6, just south of 85th Street, as potential location.

If the city were to implement a small-scale program comparable to the one that is established at the Miami Beach Botanical Garden, an estimated \$50,000-\$75,000 would be needed to initiate the program. This includes start-up costs, labor, regular maintenance, and marketing. Oversight

and supervision are an integral component of a successful composting program; therefore, staff is needed to maintain the piles and monitor the material that is dropped off. A program of this size could service slightly over 100 households and can include some small businesses. The size requirement would be approximately 750-1000 square feet.

CONCLUSION

The following is presented to the members of the Finance and Citywide Project Committee to discuss establishing a pilot composting program managed by the Miami Beach Botanical Gardens. It is recommended that the \$75,000 previously allocated for the mechanical composter associated with the North Beach Yard be unfunded and reallocated through an Operating Budget Amendment for the establishment of the manual composting program on the eastside of West Lot 6.

JLM/SMT/ESW

F:\WORK\ALL\1) EMPLOYEE FOLDERS\BETSY WHEATON\FCWC\2019\06282019
Composting Memo .docx

MIAMI BEACH

COMMITTEE MEMORANDUM

TO: Finance and Citywide Projects Committee Members

FROM: Jimmy L. Morales, City Manager

DATE: June 28, 2019

SUBJECT: **DISCUSS HERITAGE TREE DESIGNATION, AWARENESS CAMPAIGN AND INCENTIVE PROGRAM**

HISTORY:

At the April 10th, 2019 Commission meeting, Commissioner John Elizabeth Aleman and Commissioner Joy Malakoff co-sponsored a referral to the Finance and Citywide Projects Committee (FCWPC) to discuss the implementation of a heritage tree designation, awareness campaign, and incentive program.

Prior to 2015, the city did not have a tree preservation and protection ordinance. Therefore, all tree work in Miami Beach was required to adhere to requirements within county code, including mitigation for canopy loss which was not guaranteed to occur within city limits. In June 2015, the city adopted the Tree Preservation and Protection Ordinance (Section 46, Division 2 of the City Code) as a means of instilling a more stringent and more controlled approach to tree preservation and protection citywide. The ordinance established a mitigation requirement for unavoidable tree removals that dictates lost canopy must be replaced within close proximity of the removal location to prevent a net loss of canopy within the affected neighborhood. In addition, the city created the tree trust fund to ensure that mitigation dollars are used to enhance the city's urban forest.

The ordinance included language related to heritage tree designation to give special recognition to those trees or grouping of trees that have a unique or intrinsic value to the community. Trees designated as heritage trees have the highest level of protection. Trees of any species may be designated as heritage trees, provided they meet one of the following required criteria established in Section 46-63 of the city code:

- a) It is a historic tree or grouping of trees, of notable historical interest and value to the City of Miami Beach because of location or historical association with the community.
- b) It is a tree or grouping of trees of high value to the community because of species, size, age, location, distinctive form, exceptional characteristics, ecological value, aesthetic value or other relevant criteria.
- c) It is a champion tree or grouping of trees, identified by the State of Florida Division of Forestry as being the largest of its species within the state or by the American Forestry Association as being the largest of its species in the United States or the world.

ANALYSIS:

To date neither the city nor private property owners have pursued a heritage tree designation for any trees. There is a growing interest in designating unique trees on city property, including the large banyan trees at the center of the Former Par 3 property. The city only has an inventory of trees on public property. As such, it is difficult to accurately estimate the number of trees within private properties that have a potential of meeting this designation. City staff's best estimate is that there are approximately 100-200 trees citywide that may qualify as heritage trees. This estimate is based on satellite imagery and knowledge of private trees through field visits and plan review during new development and redevelopment projects.

Potential ideas for promoting and incentivizing private properties to designate trees as heritage trees include the following:

- Creating an annual maintenance allowance for private property owners that designate heritage trees on their property. The annual pruning and maintenance of a large specimen tree can range from \$600.00 to \$1,000.00 per tree. Providing an annual maintenance allowance will help reduce the maintenance cost for private property owners.
- Create a program that highlights properties that have a designated tree. This can be accomplished through including a layer on the GIS tree inventory on the city's website. Also, a tour could be added to the MB Rising Above mobile app highlighting heritage trees.
- There is a \$272 heritage tree review and inspection application fee. This fee could be waived.
- To designate a prohibited species, such as a banyan tree, as a heritage tree the property is required to obtain a variance from Miami Dade County. Each variance request costs \$268. The city could help off-set this fee.
- Developing a specialized plaque that private properties can install on their property to recognize the heritage tree. Depending on the size and design it is estimated that the cost of the plaque would range from \$150 to \$300 per tree.
- Installing a special tree plaque at City Hall listing all heritage trees and commemorative trees within the city. The cost of this initiative is estimated at \$1,000 to \$3,000.

The Tree Trust Fund has generated the following revenue since FY16 with current fund balance at \$403,500 that may be used to offset any costs incurred.

TREE PRESERVATION TRUST FUND SUMMARY	FY15	FY16	FY17	FY18	FY19 <i>As of 06/19/19</i>
TOTAL REVENUES	21,676	268,658	182,197	146,011	149,249
TOTAL EXPENDITURES	0	57,904	126,790	60,728	118,870
FUND BALANCE	21,676	232,430	287,837	373,121	403,500

To offset any cost incurred by the new program, it should be noted that the fund balance is currently being allocated to fund Urban Forestry Program implementation, additional tree planting events, Commemorative Tree Program implementation, and additional tree preservation and education efforts.

CONCLUSION:

The following is presented to the members of the Finance and Citywide Project Committee for discussion.

MIAMI BEACH

COMMITTEE MEMORANDUM

TO: Finance and Citywide Projects Committee Members

FROM: Jimmy L. Morales, City Manager

DATE: June 28, 2019

SUBJECT: **DISCUSSION REGARDING A CELEBRITY BEACH SOCCER MATCH BENEFITING BEST BUDDIES ON NOVEMBER 23, 2019 REGARDING CITY PERMITTING AND FEES**

HISTORY:

In November 2018, the General American Capital Partners LLC (GACP) partnered with Sports Illustrated Swimsuit to merge the world of soccer, fashion and philanthropy for the first annual Celebrity Beach Soccer Match benefiting Best Buddies, a nonprofit 501(c)(3) organization dedicated to establishing a global volunteer movement that creates opportunities for one-to-one friendships, integrated employment and leadership development for people with intellectual and developmental disabilities.

The charity event featured a 7 v. 7 exhibition match with celebrities, athletes and SI Swimsuit models. Tickets were \$50 and \$200 (VIP).

ANALYSIS:

The 2019 event is planned for Saturday, Nov. 23rd from 11am - 2am.

The organizers have **requested a VCA grant of \$30k and are also seeking \$50k City sponsorship** to upgrade tent, allow for free entry, Best Buddies employment opportunities, and a youth competition.

Organizers shared that their 2018 costs were approximately \$220k.

For 2019, the festival projects the following:

Total Expenses - \$194,000.00

Total Revenues from ticket sales and sponsorships - \$308,000.00 (\$150,000 in ticket sales, and \$203,000 in sponsorships.)

They have approached a number of sponsors, large and small, as well. North Bay Village is contributing \$10k.

The total cost of the 2018 Celebrity Beach Soccer Match special event fees included:

\$ 250.00	Application Fee
\$ 250.00	Late Fee (applied less than 60 days before event date)
\$ 250.00	Permit Fee
\$ 250.00	Reinstatement Fee (did not submit all required documents 14 days before the event load in date)
\$ 5,000.00	Security deposit (estimated attendance was 950)

\$ 750.00	vehicle beach access passes (5 total)
\$ 6,600.00	Square footage (26,400 sq. ft)
\$ 462.00	Sales tax
\$ 913.75	Collins Park
\$ 2,630.50	Police staffing
\$ 1,530.00	Fire staffing
\$ 1,340.24	Building permit fees (tent, restrooms
\$20,226.49	Total

See Attachment 1 for the 2019 event budget.

Pursuant to Sec. 12-7(a) of Chapter 12 (Arts, Culture and Entertainment) of the City Code, any request for City Sponsorship of an event of \$25,000 or more shall only be considered through the City Commission's annual budget process. All other requests for City sponsorship, pursuant to 12-7(b) shall require "(I) an advisory recommendation of the Finance and Citywide Projects Committee; and (ii) by a five-sevenths (5/7th) vote, of the City Commission," and 12-7(c) states that 'in considering approval of a Sponsorship for an event, "the City Commission may consider (I) whether the event organizer has exercised good-faith diligent efforts to apply for grant funding that may be available from the City's Visitor and Convention Authority ("CVA" or Cultural Arts Council ("CAC"); (ii) the Event organizer's history and performance in delivering quality Events, (iii) any benefits being directly provided to the general public with respect to the Event, such as free or discounted tickets to persons residing in the City of Miami Beach, seniors, veterans, or member of disadvantaged groups; (iv) whether the event is accessible to the general public (either as a ticketed event or otherwise); (v) the demonstrable economic impacts associated with the Event; (vi) the demonstrable media commitments secured by the Event organizer for the Event; or (vii) the efforts undertaken by the Event organizer to mitigate any quality of life impacts associated with the Event, including noise, littering, traffic or parking impacts associated with an Event."

The event consideration for sponsorship would meet the guidelines in the following manner:

1. Has the event applied for CAC or VCA? **Yes, requested \$30k from VCA**
2. How many years has the event been active on Miami Beach? **ONE (1) YEAR**
3. Does the event generate significant room nights on Miami Beach? **NO - appx 200 non guaranteed rooms.**
4. What is the public benefit provided by the event? **Allow for free entry, Best Buddies employment opportunities, and a youth competition.**

CONCLUSION:

The administration recommends an in kind donation of permit fee waivers, not to exceed \$20,226.49 (as per 2018 finals), and further recommends that the producers continue to secure additional funding and sponsorship via the VCA granting system, which is funded by the City of Miami Beach.

ATTACHMENTS:

Description		Type
	Attachment 1	Memo

CELEBRITY BEACH SOCCER MATCH BENEFITING BEST BUDDIES

Projected Revenues	Program Budget
(400) VIP tickets with food & premier liquor: \$200 per ticket	\$ 80,000
(5) VIP Tables with server: \$5,000 each	\$ 25,000
(500) General Admission Tickets: \$40 per ticket total of \$20,000	\$ -
<i>Estimated Revenue from Ticket Sales Totals:</i>	<i>\$ 105,000</i>
Program Funders	
Title Sponsors	\$ 75,000
Team Sponsors	\$ 30,000
Flag Sponsorship	\$ 5,000
Step & repeat: (up to 20) at \$1,500 each	\$ 30,000
Hospitality Sponsorship	\$ 25,000
Health Booth Sponsorship	\$ 20,000
Vendor booths: (approx 6 at \$2,500 each)	\$ 15,000
Misc Sponsorship: Essentia water	\$ 1,500
Misc Sponsorship: Health Aid	\$ 1,500
<i>Program Funders Totals:</i>	<i>\$ 203,000</i>
TOTAL PROJECTED REVENUES	\$ 308,000

Expenses	
Misc: (wrist bands, card readers, swag i.e tee shirts for workers, green room set up)	\$ 3,200
Best Buddies-Labor	\$ 2,800
VIP tent & greenroom & check in tent	\$ 40,000
Food & Beverages (including service)	\$ 30,000
Boucher Brothers displacement fee & beach management	\$ 22,000
Bleacher & Guard fence	\$ 17,000
Step & repeat	\$ 1,200
Security	\$ 2,800
Rentals: (linens, tables, seating)	\$ 10,000
Bathroom trailer & attendant	\$ 3,000
Hospitality Expenses	\$ 32,000
VIP Reception	\$ 30,000
<i>Projected Expense Totals:</i>	<i>\$ 194,000</i>
TOTAL PROJECTED EXPENSES	\$ 194,000

BUDGET SUMMARY	
Total Projected Revenues for Celebrity Beach Soccer Match	\$ 308,000
Total Projected Expenses for Celebrity Beach Soccer Match	\$ (194,000)
<i>Potential Revenue for Best Buddies Totals</i>	<i>\$ 114,000</i>

* <u>Potential Revenue for Hospitality Industry in Miami Beach</u>	
Hotel: 3 Nights Average of \$400 per night for 400 VIP Guests/Talent based on double occupancy per room (200 rooms approx)	\$ 240,000
Restaurant/Bar/Entertainment total of 4 days at \$100 pp (average)	\$ 160,000
<i>Total Potential Revenue for Hospitality Industry in Miami Beach</i>	<i>\$ 400,000</i>

Presented by: North Bay Village Commissioner Julianna Strout

MIAMI BEACH

COMMITTEE MEMORANDUM

TO: Finance and Citywide Projects Committee Members

FROM: Jimmy L. Morales, City Manager

DATE: June 28, 2019

SUBJECT: **DISCUSS A PROPOSAL TO ESTABLISH A MONUMENT OR
COMMEMORATIVE PLAQUE AT THE RAINBOW CROSSWALK LOCATED
AT 12TH STREET AND OCEAN DRIVE**

HISTORY:

On November 9, 2018, the City of Miami Beach unveiled its LGBTQ rainbow crosswalk at the intersection of 12 Street and Ocean Drive.

On December 12, 2018, City Commission referred a discussion to establish a monument/commemorative plaque at the rainbow crosswalk located at 12 Street and Ocean Drive to the Neighborhoods/Community Affairs Committee ("NCAC").

At its January 28, 2019 NCAC meeting, the Committee referred the plaque design, verbiage and placement to the LGBTQ Advisory Committee (the "Advisory Committee").

On April 24, 2019, the NCAC made a favorable recommendation, with revisions as to the plaque verbiage and placement, and referred the item to the Finance and Citywide Projects Committee ("FCWP"). The revisions included requests to gauge the feasibility of installing a pastel-colored mosaic plaque pedestal, and the feasibility of embedding a commemorative plaque onto the serpentine wall.

ANALYSIS:

Found on the intersection of 12th Street and Ocean Drive, the rainbow crosswalk is purposefully placed in an area which has been popular within the gay community since the 80s. Known for its deep roots in Miami Beach LGBTQ history, 12th street was home to The Palace, a gay bar exceptionally famous for its drag performances, and the gay beach area.

The rainbow crosswalk is an iconic testament to the City of Miami Beach's LGBTQ community and a proud symbol of the urban island's commitment to inclusiveness and equality. Since 2014, a temporary rainbow crosswalk on was re-striped annually, until the City unveiled a permanent rainbow crosswalk installation in November 2018.

The City expressed a desire to capture the significance of the rainbow crosswalk with a

commemorative plaque. Following direction from the NCAC, Administration investigated the feasibility of incorporating two design recommendations made at the Committee's April 24th meeting: Embed the rainbow crosswalk plaque into the serpentine wall or fabricate a plaque pedestal with pastel colored mosaics.

The cost for the design and fabrication of a cast bronze 28"x14" plaque is \$2,550.00.

Proposed design option 1 (Exhibit A) is to install the plaque onto the serpentine wall, located in Lummus Park. Approval from the Historic Preservation Board will not be required. The final cost for option 1, inclusive of plaque costs and installation, is \$2,775.00.

Proposed design option 2, a pastel-colored mosaic pedestal can range upwards of \$15,000.00, depending on the mosaic design. The Planning Department advised that design elements of a mosaic pattern would need to be reviewed. Should the Committee want to pursue this option, a mosaic pedestal would trigger the need for Historic Preservation Board approval.

In light of the NCAC's favorable recommendation for a plaque monument, funding for the design and placement of the plaque needs to be identified.

CONCLUSION:

Accept staff's recommendation to move forward with installing the plaque onto the serpentine wall, and direct staff to identify a funding source to complete this project.

ATTACHMENTS:

Description	Type
□ Exhibit A - Proposed Design Option 1 LGBTQ Rainbow Crosswalk Plaque	Memo

Exhibit A

Proposed Design Option 1

LGBTQ Rainbow Crosswalk Commemorative Plaque

Proposed Placement:

Seawall within Lummus Park,
adjacent to 12 Street and Ocean Drive

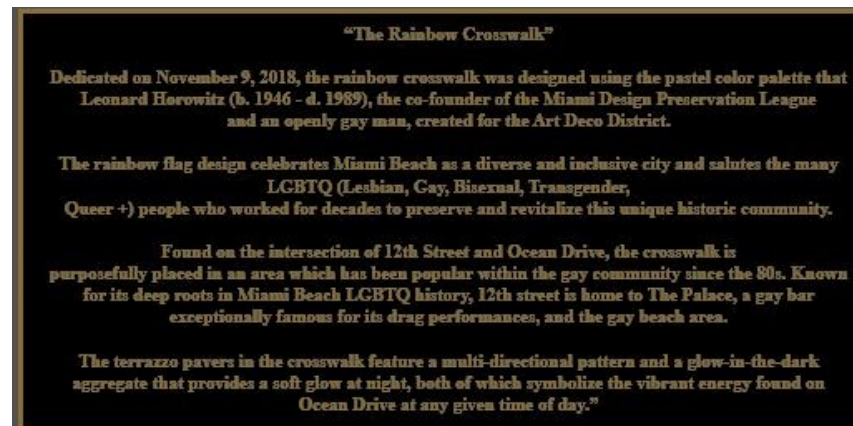


Proposed Design Option 1:

Install onto seawall



14x28 Plaque (Cast Bronze with Brushed Finish)



MIAMI BEACH

COMMITTEE MEMORANDUM

TO: Finance and Citywide Projects Committee Members

FROM: Jimmy L. Morales, City Manager

DATE: June 28, 2019

SUBJECT: **DISCUSSION REGARDING CAPITAL APPROPRIATIONS FOR THE
PROPERTY MANAGEMENT EMERGENCY GENERATOR**

ANALYSIS:

Administration has requested the referral to the Finance and Citywide Projects Committee in order to appropriate proposed budget transfers between adopted projects. Several Capital Renewal and Replacement (CR&R) projects have been completed with savings. The Property Management Department is requesting that the funds be transferred to the underfunded project listed below, as needed.

Property Management Emergency Generator

The City needs to install one (1) emergency generator at the Property Management Department (the Project). The Project consists of a 500kW generator, automatic transfer switch, concrete pad at 3'-6" above base flood elevation, as well as fire alarm, and electrical changes. The installation of this equipment is essential to keep the Property Management facility operational in the event of a storm or other catastrophe that would result in loss of power.

The CR&R project allocation to install the emergency generator has a current balance of \$241,977.36, an additional \$95,000.00 is needed to complete the project. The Property Management Department has been able to identify funds that may be used to complete this project. The funding sources are as follows:

South Shore Community Center Elevator Renewal (69960): The project has been successfully completed with savings.

Scott Rakow Fire Alarm Renewal (60037): The project is funded under the 2018 GOB, the funds are being requested to be used for the installation of the Property Management Generator.

Transfer From:			Transfer To:	
Amount	GL Account	Project Name	GL Account	Project Name

\$3,066.00	125-1720-000674-00-410-546-00-00-00-69960	SOUTH SHORE COMMUNITY ELEVATOR	21818	PROPERTY MANAGEMENT GENERATOR
\$91,934.00	125-1720-000342-00-406-545-00-00-00-60318	SCOTT RAKOW YOUTH CENTER GENERATOR	21818	PROPERTY MANAGEMENT GENERATOR

CONCLUSION:

Administration recommends approval of the item. The following is presented to the members of the FCWPC for discussion and approval.

MIAMI BEACH

COMMITTEE MEMORANDUM

TO: Finance and Citywide Projects Committee Members

FROM: Jimmy L. Morales, City Manager

DATE: June 28, 2019

SUBJECT: **DISCUSSION REGARDING THE INITIAL FUNDING FOR UNDERGROUNDING OF UTILITIES IN THE CITY OF MIAMI BEACH**

ANALYSIS:

At the Neighborhoods/Community Affairs Committee (NCAC) meeting on January 28, 2019, the Committee reviewed and discussed the results of a tabulation from petition mailings in the North Bay Road and Alton Road neighborhood, which resulted in 60.74% final votes in favor of creating a taxing district. Based on these results, the Committee made a motion to proceed with the next steps for creating a district and obtaining the binding estimates for the undergrounding of the existing overhead utilities.

Following this motion, City staff met with representatives of the Upper North Bay Road Neighborhood Association to discuss the boundary limits. The association provided the City a proposed underground boundary map with 173 properties that would participate in the undergrounding process.

City staff forwarded FPL the proposed underground boundary map and requested a "ballpark" non-binding cost estimate for the work. On April 24, 2019, FPL provided the City the results of the estimate and this information has been shared with the neighborhood association to review.

In order for FPL to proceed with a detailed and "binding" estimate for the conversion project, FPL will require a non-refundable engineering deposit of \$11,729.00 prior to beginning the estimating process, as set forth in the Florida Administrative Code 25-6.115.

Should the neighborhood decide to proceed with the work contained in the estimate, the amount of this deposit would be applied toward the estimate amount owed to FPL for the conversion. The "binding" estimate is valid for 180 days from the date the "binding" estimate is provided.

Historically, the neighborhood requesting the undergrounding conversion have been responsible for paying these and all fees associated with the undergrounding.

CURRENT UPDATE

A Finance and Citywide Projects Committee referral was added to the June 5, 2019 City Commission agenda by Commissioner Aleman, to discuss initial funding for undergrounding of utilities in the City of Miami Beach.

Commissioner Aleman's initiative would consist of creating a funding source in the City's budget to cover for an initial undergrounding estimate. Each estimate costs approximately \$12,000. Funds would be utilized in a once per neighborhood, and on a first come, first serve basis. Should the neighborhood decide to proceed with its undergrounding, the neighborhood would be responsible for reimbursing the City back as part of the undergrounding process via a district assessment. However, should the neighborhood decide not to proceed with its undergrounding, the City will not seek reimbursement and cover these costs.

PROPOSED FUNDING SOURCE

Since the amount needed for this purpose can vary widely from year to year depending on interest from the neighborhoods, the Administration's recommendation is to avoid a separate line item and instead have the proposed funding source be General Fund Contingencies, with each expense approved by the City Commission.

Should the FCWPC members vote in favor of this initiative, this item will be taken to the full Commission for approval. Funding would be made available immediately following Commission approval.

CONCLUSION:

The following is presented to the members of the FCWPC for discussion and further direction.

MIAMI BEACH

COMMITTEE MEMORANDUM

TO: Finance and Citywide Projects Committee Members

FROM: Jimmy L. Morales, City Manager

DATE: June 28, 2019

SUBJECT: **DISCUSS THE RENEWAL OF THE AGREEMENT WITH THE FRANCHISE WASTE CONTRACTORS**

ANALYSIS:

The City of Miami Beach has a contract with Progressive Waste Solutions of FL., Inc. and Waste Management Inc. of Florida for waste collection services.

The existing service contracts with the franchise haulers expire on September 30, 2019 “with a possible renewal term of up to three (3) years, at the City Commission’s sole discretion.”

The Non-exclusive Franchise Agreements have been subject to a historical debate as to how many franchise haulers the City should have. The prior service agreement commenced on October 1, 2008. In 2011, an RFQ was issued after one of the existing four vendors was bought by another reducing the number to three.

In May of 2012, Resolution 2012-27904 accepted exercising the renewal of the existing contract with the remaining three haulers after contract terms increased collecting an additional \$390,000 per year plus \$25,000 dedicated to environmental programs.

In November of that year, another of the vendors was acquired leaving only two haulers. Another RFQ was issued in 2013. After negotiations with the top three ranking contractors, an agreement was entered into in January 2015, which defined the initial term of the contract commencing retroactively to October 1, 2014 and terminating on September 20, 2019, with an optional renewal of up to three (3) years.

The purpose of the franchise agreements is to ensure that high quality service is provided for both waste and recycling. There is a franchise fee consisting of eighteen percent (18%) of the contractor's gross revenues as stipulated in Section 5, Franchise Consideration of the Non-exclusive Franchise Agreement.

Attached is both the executed Non-exclusive Franchise Agreement executed by the contractors separately as well as the collectively executed additional services agreement wherein Exhibit A identifies public services to be provided by the contractors including monetary requirements for specific purposes.

These agreements allow the franchise contractors to enter into separate agreements with commercial and residential entities within the City of Miami Beach. Thus, all costs and services provided to the City are passed through to the end users.

The Administration believes that the current providers are performing at an acceptable level. The current contractors have expressed their desire to renew the existing Non-exclusive Franchise Agreements and have demonstrated a willingness to enhance the public services currently provided. This referral was placed to request authorization of the Commission to negotiate an extension to the existing contract.

CONCLUSION:

The following is presented to the members of the Finance and Citywide Projects Committee to consider an extension of the existing Franchise Waste Contract.

ATTACHMENTS:

Description	Type
☐ Progressive Waste Solutions	Other
☐ Waste Management Inc.	Other
☐ SVC AGREE 2015_2015-02-09_16-13-07	Other

**NON-EXCLUSIVE FRANCHISE WASTE CONTRACTOR AGREEMENT BETWEEN
CITY OF MIAMI BEACH, FLORIDA (CITY)
AND
PROGRESSIVE WASTE SOLUTIONS OF FL, INC. (FRANCHISEE)
FOR
RESIDENTIAL SOLID WASTE COLLECTION AND DISPOSAL FOR
MULTIFAMILY RESIDENCES WITH NINE (9) OR MORE UNITS; COMMERCIAL
SOLID WASTE COLLECTION AND DISPOSAL; AS WELL AS FOR RECYCLING
SERVICES FOR MULTI-FAMILY RESIDENCES WITH TWO (2) OR MORE UNITS;
AND FOR
COMMERCIAL PROPERTIES IN THE CITY OF MIAMI BEACH, FLORIDA.**

RECITALS

The City of Miami Beach, Florida, does hereby find, determine and declare as follows:

- (a) That it is in the public interest to ensure that all areas within the City limits are adequately provided with high-quality solid waste collection and disposal service; and
- (b) That it is in the public interest to retain regulatory authority over solid waste collection and disposal, to the extent allowed by law, because of the overriding public health, safety and welfare considerations associated with the provision of this service; and
- (c) That it is in the public interest to retain control over the use of public right-of-way by solid waste collectors to ensure against interference with the public convenience, to promote aesthetic considerations, and to protect the public investment in right-of-way property; and
- (d) That it is in the public interest to attract high-quality solid waste collectors; and
- (e) That it is in the public interest to ensure that high-quality solid waste collection and disposal service is maintained through a responsive complaint handling procedure; and
- (f) That it is also in the public interest for solid waste collectors to offer and directly provide recycling services to their clients (Recycling Services); and

- (g) That the granting of a non-exclusive franchise is the best means of assuring that the above-described interests of the City of Miami Beach are promoted; and
- (h) That, at the October 16, 2013 City Commission Meeting, the Mayor and City Commission authorized the City Administration to issue Request for Qualifications No. 2013-178SR for franchise waste contractors to provide municipal solid waste (MSW) collections and disposal services, including additional solid waste/recycling services at city-owned properties (the RFQ); and
- (i) That at the July 23, 2014 City Commission Meeting, the Mayor and City Commission adopted Resolution No. 2014-28681, accepting the recommendation of the City Manager pertaining to the ranking of proposals pursuant to the RFQ, and authorizing the Administration to enter into negotiations for new franchise agreements with the top three (3) ranked proposers, Waste Management Inc. of Florida, Progressive Waste Solutions of FL, Inc., and Southern Waste Systems, LLC (collectively, the Franchisees); and
- (j) That, in addition to authorizing the Administration to negotiate and, if successful, execute new Franchise Agreements with the Franchisees, as a condition of the award of such agreements, the Mayor and City Commission also authorized the Administration to negotiate and, if successful, execute a new Service Agreement with the Franchisees for MSW and Recycling Services, including other related public benefits to the City which, at a minimum, should contain the same (or more favorable) business terms than the existing services agreement; and
- (k) That the new Franchise Agreements and the new Service Agreement shall each have an initial term of five years, commencing on October 1, 2014, and ending on September 30, 2019, along with a possible renewal term of up to three (3) years, at the City Commission's sole discretion; and
- (j) That Progressive Waste Solutions of FL, Inc., a Delaware corporation authorized to conduct business in the State of Florida (Franchisee), has indicated to the City that it is ready, willing, and able to provide the aforesated services within the City of Miami Beach, in accordance with the provisions contained within the following franchise agreement (hereinafter, the Franchise Agreement or Agreement), Chapter 90 of the City Code, and under the (additional) service agreement (hereinafter, the Service Agreement) executed simultaneously herewith.

NOW THEREFORE, City and Franchisee, in consideration of the mutual covenants herein contained, agree as follows:

SECTION 1. DEFINITIONS

For the purposes of this Agreement, the following words shall have the following meanings:

"Chapter 90 of the City Code" shall mean Chapter 90 of the Miami Beach City Code (the City Code), as may be amended from time to time.

"City" shall mean the City of Miami Beach, Florida.

"City Commission" shall mean the elected officials of the City of Miami Beach, Florida.

"City Manager" shall mean the chief operating officer of the City or his authorized designee.

"Franchisee" shall mean Progressive Waste Solutions of FL, Inc., a Delaware corporation authorized to conduct business in the State of Florida, which is hereby granted this franchise and has hereby agreed to undertake and perform each and every obligation as set forth in this Agreement.

"Gross Receipts" as referred to herein shall mean the entire amount of the fees collected by the contractor (whether wholly or partially collected) for solid waste collection and disposal within the City, but excluding any sales tax, or other tax, governmental imposition, assessment, charge or expense of any kind, collected by the Franchisee from the account holder and required by law to be remitted to the taxing or other governmental authority, and further excluding fees from servicing rolloff and portable containers.

"Service Agreement" shall mean the certain agreement between the City and Franchisee for the provision of additional solid waste collection and disposal and recycling services at certain City owned facilities and properties. The Service Agreement is intended to have a term

that will run concurrently with the term of the franchise and this Agreement. Execution of the Service Agreement by City and Franchisee is a condition of the Franchise Agreement.

Any other words or terms used herein which are not defined in this Section shall have their normal dictionary meaning and customary usage unless such terms are defined in Chapter 90 of the City Code, in which case they shall have the meaning set forth therein.

SECTION 2. GRANT OF FRANCHISE

Pursuant to Chapter 90 of the City Code, which authorizes the granting of franchises for the purposes set forth herein, Franchisee is hereby granted a franchise, including every right and privilege appertaining thereto (except as otherwise limited by Chapter 90 of the City Code, and/or by present or future Federal, State and County ordinances and laws), to operate and maintain a solid waste collection and disposal service, and also to provide such recycling services as contemplated in Section 90-231 of the City Code, in, upon, over, and across the present and future streets, alleys, bridges, easements and other public rights-of-way, property(ies), and/or facility(ies) within the limits of the City of Miami Beach, Florida, for the purpose of collecting and disposing of solid waste, and for the purpose of providing recycling services as contemplated in Section 90-231 of the City Code, generated by the citizens, residents, inhabitants, business enterprises, and other entities therein. Except for Recyclable Material otherwise provided for pursuant to Chapter 90 of the City Code, and/or by present or future Federal, State or County ordinances and laws, Franchisee is hereby granted title to all of such solid waste generated within said boundaries, insofar as the City can establish its legal right to make such grant of title.

SECTION 3. GEOGRAPHICAL LIMITS OF THE FRANCHISE

The area covered by this franchise is the area within the city limits of the City of Miami Beach, Florida, as they are now located and any areas which may at some future time be incorporated into the City. Franchisee agrees that the limits of the franchise are subject to expansion or reduction by annexation and contraction of municipal boundaries and that Franchisee has no vested right in a specific area.

SECTION 4. TERM

As to Franchisee, the initial term of this franchise shall be deemed to have commenced on October 1, 2014, which shall be the effective date of this Agreement (and may also be referred to as the Commencement Date). The initial term of the franchise shall be five (5) years, commencing on the Commencement Date, and shall terminate on September 30, 2019, unless sooner terminated by revocation of the franchise, as provided in Chapter 90 of the City Code (Initial Term). Prior to the expiration of the Initial Term of the franchise, the City Commission may choose, in its sole discretion, to renew the franchise for a renewal term of up to an additional three (3) years (Renewal Term).

SECTION 5. FRANCHISE CONSIDERATION

For a period of one year after the Commencement Date of this franchise, the Franchisee shall pay to the City a franchise fee consisting of eighteen percent (18%) of said Franchisee's total monthly Gross Receipts. Thereafter, the City Commission shall have the option of raising the franchise fee, as provided in Section 90-221 of the City Code.

Gross Receipts from servicing rolloff containers are not included under the franchise fee due to the City, and shall be subject to separate fees, as set forth in Section 90-278 of the City Code.

Payment of the franchise fee shall be made monthly in accordance with Section 90-223 of the City Code.

In addition to monthly payment of the franchise fee, and in accordance with Franchisee's proposal in response to the RFQ, the Franchisee shall (during the term herein) also pay an annual amount equal to two percent (2%) of its total annual Gross Receipts, to be applied by the City toward the establishment, implementation, and operation of a public right-of-way cleaning program, which shall be operated through the City's Sanitation Division. The means, method, and operation of this program shall be determined and implemented in the City's sole and reasonable discretion. The franchisee shall, on or before thirty (30) days following the close of its fiscal year, and in any event no later than February 15th of each year during the term of the franchise, deliver to the City's Chief Financial Officer a statement of its annual Gross Receipts, certified by an independent certified public accountant, reflecting Gross Receipts generated within the City for the preceding fiscal year. Payment of the two percent (2%) amount shall be made annually to the City's Chief Financial Officer, concurrent with the delivery of Franchisee's certified statement of annual Gross Receipts (as provided above).

SECTION 6. ASSIGNMENT

The rights herein granted to the Franchisee, and any licenses granted to the Franchisee by the City, shall not be assigned by the Franchisee except with the express prior approval of the City Commission, and as provided in Section 90-192(h) of the City Code.

In the event of such assignment, Franchisee shall cause its assignee to execute an agreement of acceptance, subject to the approval of the City Manager, evidencing that such assignee accepts the assignment subject to any and all terms, conditions, and limitations imposed hereby, and which acceptance shall include an affirmative statement evidencing such assignee's intent to fulfill the obligations imposed upon Franchisee herein. Notwithstanding the City's approval of the assignment and assignee's acceptance, Franchisee shall guarantee the performance of its assignee and such assignment shall always be with full recourse to Franchisee.

SECTION 7. BANKRUPTCY OR INSOLVENCY

If the Franchisee becomes insolvent, this franchise shall terminate. If the Franchisee files a petition of voluntary bankruptcy, or in the event of involuntary bankruptcy, this franchise shall terminate no later than the date of filing of the bankruptcy petition.

SECTION 8. INDEMNIFICATION AND INSURANCE

Franchisee hereby agrees to indemnify, hold harmless, and defend the City, its officers, employees, agents, and contractors against, and assumes all liability for, any and all claims, suits, actions, damages, liabilities, expenditures, or causes of action, of any kind, arising from Franchisee's, and/or its officers', employees', agents', and contractors' activities and/or the use of the public streets and/or other City property or rights-of-way, for the purposes authorized in this franchise and in Chapter 90 of the City Code, and resulting or accruing from any negligence, act, omission, or error of the Franchisee, and/or its officers, agents, employees, and contractors, and/or arising from the failure of Franchisee to comply with each and every covenant of this franchise, or with Chapter 90 of the City Code, or with any other Federal, State, County and/or City ordinance, law, or regulation applicable to Franchisee's activities,

resulting in or relating to bodily injury, loss of life or limb, or damage to property sustained by any person, property, firm, corporation (or other business entity). Franchisee hereby agrees to hold City, its officers, employees, agents and contractors, harmless from and against all judgments, orders, decrees, attorney's fees, costs, expenses and liabilities incurred in and resulting from any such claim, investigation, or defense thereof, which may be entered, incurred, or assessed as a result of the foregoing. Franchisee shall defend, at its sole cost and expense, any legal action, claim or proceeding instituted by any person against the City, its officers, employees, agents or contractors, as a result of any claim, suit, or cause of action accruing from activities authorized by this franchise, for injuries to body, limb, or property as set forth above.

Franchisee agrees to maintain in full force and effect throughout the entire Term of the franchise, the insurance coverages set forth in Section 90-196 of the City Code. Franchisee further agrees that the City Manager may increase the kinds and amounts of insurance coverage required if, in his sole reasonable judgment and discretion, he deems such increase necessary to protect the City.

Operation of activities by the Franchisee without the required insurance shall be grounds for revocation of the franchise.

SECTION 9. COMPLIANCE WITH ORDINANCES, RULES, LAWS

Franchisee shall be solely responsible for keeping and maintaining itself fully informed with all Federal, State, County, and City ordinances (including, without limitation, Chapter 90 of the City Code), laws, rules, regulations, and all orders and decrees of bodies or tribunals having jurisdiction or authority, which in any manner affect its activities and this franchise, or which in any way affect the conduct of its work (collectively, the aforestated are referred to as

the Applicable Laws). Franchisee shall at all times observe and comply with all Applicable Laws. Additionally, Franchisee shall be solely responsible for obtaining and maintaining current and in good standing any licenses and permits required under Applicable Laws to conduct its business(es) and activities under the franchise.

SECTION 10. REVOCATION OF FRANCHISE

Failure on the part of Franchisee to comply in any material way with the provisions of this Franchise Agreement, Chapter 90 of the City Code, or other Applicable Laws, shall be grounds for revocation or termination of the franchise, which termination shall be in accordance with Section 90-234 of the City Code, and shall be effective upon written notice to Franchisee.

SECTION 11. REPORTING; ACCOUNTING; AUDIT

Franchisee shall keep an accurate set of books and records in accordance with general accounting principles, reflecting the Gross Receipts derived under and pursuant to the franchise rights granted herein. The City shall have the right to audit Franchisee's books and records, as provided in Section 90-224 of the City Code.

SECTION 12. COLLECTION EQUIPMENT

Franchisee shall have on hand, at all times during the Term of the franchise, sufficient personnel and equipment to permit Franchisee to fully, adequately and efficiently perform its duties hereunder. Collection equipment shall be kept clean, sanitary, neat in appearance, and in good repair and working order at all times. Franchisee shall at all times have available to it reserve equipment, which can be put into service and operation within two (2) hours of any

breakdown. Such reserve equipment shall substantially correspond in size and capability to the equipment normally used by Franchisee to perform its duties hereunder.

SECTION 13. DISPOSAL

All solid waste shall be hauled to sites or facilities legally empowered to accept it for treatment or disposal. The City reserves the right to approve or disapprove sites, taking into account all governmental regulations, routes within the franchise area, and the rules and regulations of the governmental body having jurisdiction over said sites or facilities.

SECTION 14. COLLECTION SERVICES AND OPERATIONS

Franchisee's procedures for collection of solid waste shall be in keeping with all provisions of Chapter 90 of the City Code and other Applicable Laws.

SECTION 15. STORMS AND OTHER EMERGENCIES

In case of an unusually severe storm, and/or other extreme acts of weather (i.e. including, without limitation, tropical storms, tropical depressions, hurricanes, floods, tornadoes, etc.), or disruption caused by other emergencies not caused by Franchisee, the City Manager may grant Franchisee reasonable variance from its regular schedules. As soon as practicable after such storm, act of weather, or other emergency, Franchisee shall inform the City of the estimated time required before regular schedules and routes can be resumed and, upon request of the City Manager and in such form as determined by the City Manager, Franchisee shall provide notice of same to its commercial and residential (multi-family) clients in the franchise area. In event of a storm, act of weather, or other emergency requiring mass clean-up operations, Franchisee shall, upon direction of the City Manager, participate in said clean-up, to the extent directed by the City Manager. Franchisee shall be compensated by the

City, in the amount of actual costs, plus twelve percent (12%) of said costs, and shall be excused from conducting regular services, as and to the extent approved by the City Manager. Any expense incurred or revenue received under this Section 15 shall not be included or considered in base rate calculations.

SECTION 16. NON-WAIVER

The failure by the City at any time to require performance by the Franchisee of any provision hereof, or of Chapter 90 of the City Code, or of any other Applicable Laws, shall not in any respect limit, prejudice, diminish, or constitute a waiver of any rights of the City thereafter to enforce same, nor shall waiver by the City of any breach of any provision of the Franchise Agreement, or of Chapter 90, or of any other Applicable Laws, be taken or held to be a waiver of the City's rights to enforce or take action against any such succeeding breach (of such provision), or as waiver of any provision itself.

SECTION 17. CONTINUED OPERATIONS DURING DISPUTES

In the event that a dispute arises between the City and Franchisee (or any other interested party) in any way relating to this franchise (including performance or compensation hereunder), the Franchisee shall continue to perform hereunder and to render service in full compliance with all terms and conditions of the Franchise Agreement, regardless of the nature of the dispute.

Franchisee expressly recognizes the paramount right and duty of the City to provide adequate waste collection and disposal services as a necessary governmental function, and further agrees, as consideration for the City's approval and execution of this Franchise Agreement that, in the event of a dispute, said Franchisee shall not cease performance or stop service during the pendency of any such dispute.

SECTION 18. HANDLING OF COMPLAINTS

Franchisee shall be bound by Chapter 90 of the City Code with regard to handling of complaints from its patrons.

SECTION 19. NONDISCRIMINATION

Franchisee and the City agree that Contractors' compliance with the City's Human Rights Ordinance, codified in Chapter 62 of the City Code, as may be amended from time to time, shall be a material term of this Agreement. Franchisee agrees that it has adopted and will maintain and enforce a policy of nondiscrimination on the basis of race, color, national origin, religion, sex, intersexuality, gender identity, sexual orientation, marital and familial status, age, or disability. Said nondiscrimination policy shall apply to employment practices of the Franchisee and the provision of services. The Franchisee agrees that, upon written request from the City Manager, it will permit access to its records of employment, employment advertisements, application forms, and other pertinent data and records, to the City for the purposes of investigation to ascertain compliance with the nondiscrimination provisions of this Section; provided, however, that Franchisee shall not be required to produce for inspection any records covering any period of time more than two (2) years prior to the effective date of this franchise. A finding by the City Manager that Franchisee has engaged in an unlawful discriminatory practice, according to the regulations and procedures set forth in Chapter 62 of the City Code, shall constitute a breach of this Agreement.

SECTION 20. RECYCLING SERVICES REQUIREMENTS

20.1 In accordance with the provisions of Sections 90-231, 90-340, and 90-341 of the City Code, during the Term of this franchise, Franchisee shall comply with the following recycling requirements:

- (a) As a condition of the franchise, each Franchisee shall be required to offer directly, or through a subcontractor, who shall be licensed by the City and state, recycling for any and all accounts serviced by the Franchisee (including, without limitation, any and all residential and commercial accounts).
- (b) All of Franchisee's contracts (within the jurisdictional limits of the City of Miami Beach) for waste collection and disposal services (accounts) for multifamily residences and commercial accounts shall also include a proposal to provide recycling services. Such recycling proposal shall, to the maximum extent that is commercially feasible, maximize recycling activity in the City, and provide for sufficient flexibility in recyclable materials, container size, and location, as is both necessary and consistent for the particular account.
- (c) Whether directly provided, or subcontracted with a qualified recycling contractor, each recycling proposal shall require Franchisee to disclose to the contract holder the savings offset that is anticipated as a result of the recycling and the consequent reduction of solid waste disposed; provided, however, that the recycling proposal (and the required savings offset) shall remain within the purview of the Franchisee and the multifamily or commercial account holder to negotiate.
- (d) Pursuant to Section 90-231(b) of the City Code, with respect to multifamily residences only, each of Franchisee's contracts must disclose to an account holder that in the event that the recycling bid and/or price quote (hereinafter, the offer) provided by the contractor to an account holder who is an owner, occupant, or operator or manager of an apartment building or the multifamily residence, is deemed unfair by said owner, occupant, or operator or manager, then the aggrieved party may file a protest with the City Manager, in writing, within 30 days of receipt of the offer by the aggrieved party; the protest must include a copy of the offer; and must clearly state the reasons and grounds upon which that the aggrieved party considers the offer to be unfair.
- (e) Franchisee must appropriately designate the recycling collection containers that it provides to customers. The containers must contain the appropriate signage and information, as shall be established and approved by the City. Additionally, Franchisee shall assist and provide written notice to the Director of Public Works in identifying multifamily accounts and commercial accounts which do not have a recycling program or, in the alternative, which have allowed a recycling program to lapse or expire.

20.2 PURSUANT TO SECTION 90-340 OF THE CITY CODE, AND EFFECTIVE NOVEMBER 1, 2014, FRANCHISEE SHALL OFFER THOSE RECYCLING SERVICES FOR ANY MULTI-FAMILY RESIDENCE WITH TWO (2) OR MORE DWELLING UNITS, AS A SINGLE-STREAM RECYCLING PROCESS OR AS A MODIFIED RECYCLING PROGRAM, AS MORE PARTICULARLY SET FORTH IN SECTION 90-344.

(a) Pursuant to Section 90-340(b), the recycling services for multifamily residences shall consist of a single-stream recycling process. The single-stream recycling process shall separate, from all other solid waste, the five (5) following recyclable materials:

1. 90-340(b)(1) *Newspaper*. Used or discarded newsprint, including any glossy inserts;
2. 90-340(b)(2) *Glass*. Glass jars, bottles, and containers of clear, green or amber (brown) color of any size or shape used to store and/or package food and beverage products for human or animal consumption, and/or used to package other products, which must be empty and rinsed clean or residue. This term excludes ceramics, window or automobile glass, mirrors, and light bulbs;
3. 90-340(b)(3) *Metal food and beverage containers*. All ferrous and nonferrous (i.e., including, but not limited to, steel, tin-plated steel, aluminum and bimetal) food and beverage containers (i.e., including, but not limited to, cans, plates, and trays) of any size or shape used to store and/or package food and beverage products suitable for human or animal consumption, which must be empty and rinsed clean or residue;
4. 90-340(b)(4) *Other metal containers*. All other ferrous and nonferrous containers used to package household products including, but not limited to, paint cans and aerosol cans, which must be empty and rinsed clean or residue; and
5. 90-340(b)(5) *Plastics*. All high density polyethylene (HDPE) and/or polyethylene terephthalate (PET) bottles, jugs, jars, cartons, tubs, and/or other containers, and lids, of any size or shape used to package food, beverages, and/or other household products, or crankcase oil, which must be empty and rinsed clean

of residue. This term excludes all plastic film, plastic bags, vinyl, rigid plastic (i.e., toys), and plastic foam materials.

20.3 Franchisee shall offer recycling services for commercial establishments, as a single-stream recycling process, as more particularly set forth in Section 90-341 of the City Code, or as a modified recycling program, as more particularly set forth in Section 90-344 of the City Code.

- (a) The single-stream recycling process shall separate, from all other solid waste, the following recyclable materials:
1. *90-341(b)(1) Newspaper, cardboard, magazines, and catalogues, telephone books and/or directories, and office paper; used or discarded newsprint, including any glossy inserts;*
 2. *90-341(b)(2) Glass.* Glass jars, bottles, and containers of clear, green or amber (brown) color of any size or shape used to store and/or package food and beverage products for human or animal consumption, and/or used to package other products which must be empty and rinsed clean or residue. This term excludes ceramics, window or automobile glass, mirrors, and light bulbs;
 3. *90-341(b)(3) Metal food and beverage containers.* All ferrous and nonferrous (i.e., including, but not limited to, steel, tin-plated steel, aluminum and bimetal) food and beverage containers (i.e., including, but not limited to, cans, plates, and trays) of any size or shape used to store and/or package food and beverage products suitable for human or animal consumption, which must be empty and rinsed clean or residue;
 4. *90-341(b)(4) Other metal containers.* All other ferrous and nonferrous containers used to package household products including, but not limited to, paint cans and aerosol cans, which must be empty and rinsed clean or residue; including scrap metal, which shall mean used or discarded items suitable for recycling, consisting predominantly of ferrous metals, aluminum, brass, copper, lead, chromium, tin, nickel or alloys thereof including, but not limited to, bulk metals such as large metal fixtures and appliances (including white goods such as washing machines, refrigerators, etc.), but excluding metal containers utilized to store flammable or volatile chemicals, such as fuel tanks;

5. *90-341(b)(5) Plastics.* All high density polyethylene (HDPE) and/or polyethylene terephthalate (PET) bottles, jugs, jars, cartons, tubs, and/or other containers, and lids, of any size or shape used to package food, beverages, and/or other household products, or crankcase oil, which must be empty and rinsed clean of residue. This term excludes all plastic film, plastic bags, vinyl, rigid plastic (i.e., toys), and plastic foam materials;
6. *90-341(b)(6) Textiles;* and
7. *90-341(b)(7) Wood.* Clean wood waste and/or pieces generated as by-products from manufacturing of wood products. It excludes clean yard waste and clean waste (i.e., natural vegetation and minerals such as stumps, brush, blackberry vines, tree branches, and associated dirt, sand, tree bark, sand and rocks), treated lumber, wood pieces, or particles containing chemical preservatives, composition roofing, roofing paper, insulation, sheetrock, and glass.

SECTION 22. INVALIDITY – NO RIGHT OF ACTION

If this Franchise Agreement, or any provision thereof, is found to be invalid or unconstitutional by any court of competent jurisdiction, and/or if Franchisee is prevented from exercising its rights hereunder by present or future Federal, State, or County ordinances or laws and Franchisee's rights under this franchise are materially impaired thereby, Franchisee shall have no claim or cause of action against the City therefore.

SECTION 23. POWER TO REGULATE STREETS

Nothing in this Agreement shall be construed as surrender by City of its right or power to pass ordinances regulating the use of its streets, and/or other public rights-of-way, and/or public properties or facilities.

SECTION 24. ACCEPTANCE OF FRANCHISE

This Franchise Agreement shall be filed with the Miami Beach City Clerk within twenty (20) days after the date of approval of the franchise by the Mayor and City Commission

and execution by the parties hereto. Filing of a fully executed Franchise Agreement with the City Clerk shall be deemed proof of Franchisee's acceptance of the franchise.

SECTION 25. GOVERNING LAW AND EXCLUSIVE VENUE

This Franchisee Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida, both substantive and remedial, without regard to principles of conflict of laws. The exclusive venue for any litigation arising out of this Agreement shall be Miami-Dade County, Florida, if in state court, and the U.S. District Court, Southern District of Florida, if in Federal court.

BY ENTERING INTO THIS AGREEMENT, CITY AND FRANCHISEE EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO, OR ARISING OUT OF, THIS AGREEMENT.

SECTION 26. NOTICE

All notices and communications in writing required or permitted hereunder may be delivered personally to the representatives of the Franchisee and the City listed below or may be mailed by registered mail, postage prepaid (or airmailed if addressed to an address outside of the city of dispatch).

Until changed by notice in writing, all such notices and communications shall be addressed as follows:

TO FRANCHISEE:	Progressive Waste Solutions of FL, Inc. 3840 Northwest 37th Court Miami, Florida 33142 Attention: Damian Ribar General Manager
-----------------------	--

TO CITY:

City of Miami Beach
Attn: Jimmy L. Morales, City Manager
1700 Convention Center Drive
Miami Beach, Florida 33139
(305) 673-7010

WITH COPIES TO:

City of Miami Beach
Attn: Eric Carpenter, Public Works Director
1700 Convention Center Drive
Miami Beach, Florida 33139
(305) 673-7080

and

City of Miami Beach
Attn: Alberto Zamora, Public Works Sanitation Director
1700 Convention Center Drive
Miami Beach, Florida 33139
(305) 673-7616

Notices hereunder shall be effective as follows:

Notices are deemed delivered or given and become effective upon mailing if mailed to an address in the city of dispatch, and upon actual receipt if otherwise delivered.

SECTION 27. FLORIDA PUBLIC RECORDS LAW.

Pursuant to Section 119.0701 of the Florida Statutes, if Franchisee meets the definition of "Contractor" as defined in Section 119.0701(1)(a), Franchisee shall:

- (a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service;
- (b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law;
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and

- (d) Meet all requirements for retaining public records and transfer to the City, at no City cost, all public records created, received, maintained and/or directly related to the performance of this Agreement that are in possession of the Franchisee upon termination of this Agreement. Upon termination of this Agreement, the Franchisee shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

For purposes of this Article, the term "public records" shall mean all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business of the City.

Franchisee's failure to comply with the public records disclosure requirement set forth in Section 119.0701 of the Florida Statutes shall be a breach of this Agreement.

In the event the Franchisee does not comply with the public records disclosure requirement set forth in Section 119.0701 of the Florida Statutes, the City may, at the City's sole discretion, avail itself of the remedies set forth under this Agreement and available at law.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

IN WITNESS WHEREOF, the parties hereto have caused this Franchisee Agreement to be executed by their appropriate officials, as of the date first entered above.

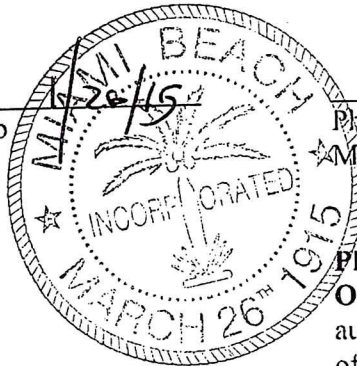
FOR CITY:

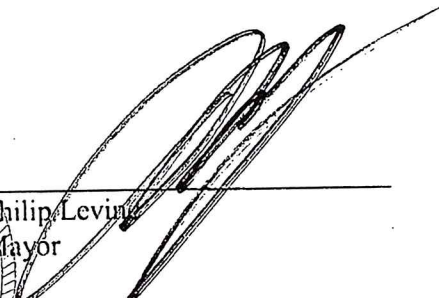
CITY OF MIAMI BEACH, FLORIDA

ATTEST:

By:


Rafael E. Granado
City Clerk



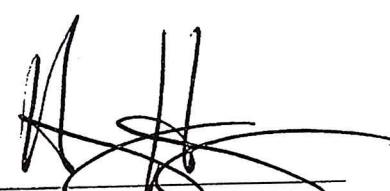

Philip Levine
Mayor

FOR FRANCHISEE:

**PROGRESSIVE WASTE SOLUTIONS
OF FL, INC.**, a Delaware corporation
authorized to conduct business in the State
of Florida

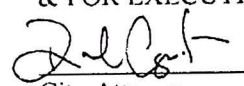
ATTEST:

By:


~~XXXXXXXXXXXX~~ Amy J. Hochberger
~~XXXXXXXX~~ Asst. Secretary


~~XXXXXXXXXXXX~~ Thomas J. Fowler
~~XXXXXXXXXXXX~~ Vice President

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION


City Attorney

12/10/14
Date

NK

**NON-EXCLUSIVE FRANCHISE WASTE CONTRACTOR AGREEMENT BETWEEN
CITY OF MIAMI BEACH, FLORIDA (CITY)
AND
WASTE MANGEMENT INC. OF FLORIDA (FRANCHISEE)
FOR
RESIDENTIAL SOLID WASTE COLLECTION AND DISPOSAL FOR
MULTIFAMILY RESIDENCES WITH NINE (9) OR MORE UNITS; COMMERCIAL
SOLID WASTE COLLECTION AND DISPOSAL; AS WELL AS FOR RECYCLING
SERVICES FOR MULTI-FAMILY RESIDENCES WITH TWO (2) OR MORE UNITS;
AND FOR
COMMERCIAL PROPERTIES IN THE CITY OF MIAMI BEACH, FLORIDA.**

RECITALS

The City of Miami Beach, Florida, does hereby find, determine and declare as follows:

- (a) That it is in the public interest to ensure that all areas within the City limits are adequately provided with high-quality solid waste collection and disposal service; and
- (b) That it is in the public interest to retain regulatory authority over solid waste collection and disposal, to the extent allowed by law, because of the overriding public health, safety and welfare considerations associated with the provision of this service; and
- (c) That it is in the public interest to retain control over the use of public right-of-way by solid waste collectors to ensure against interference with the public convenience, to promote aesthetic considerations, and to protect the public investment in right-of-way property; and
- (d) That it is in the public interest to attract high-quality solid waste collectors; and
- (e) That it is in the public interest to ensure that high-quality solid waste collection and disposal service is maintained through a responsive complaint handling procedure; and
- (f) That it is also in the public interest for solid waste collectors to offer and directly provide recycling services to their clients (Recycling Services); and

- (g) That the granting of a non-exclusive franchise is the best means of assuring that the above-described interests of the City of Miami Beach are promoted; and
- (h) That, at the October 16, 2013 City Commission Meeting, the Mayor and City Commission authorized the City Administration to issue Request for Qualifications No. 2013-178SR for franchise waste contractors to provide municipal solid waste (MSW) collections and disposal services, including additional solid waste/recycling services at city-owned properties (the RFQ); and
- (i) That at the July 23, 2014 City Commission Meeting, the Mayor and City Commission adopted Resolution No. 2014-28681, accepting the recommendation of the City Manager pertaining to the ranking of proposals pursuant to the RFQ, and authorizing the Administration to enter into negotiations for new franchise agreements with the top three (3) ranked proposers, Waste Management Inc. of Florida, Progressive Waste Solutions of FL, Inc., and Southern Waste Systems, LLC (collectively, the Franchisees); and
- (j) That, in addition to authorizing the Administration to negotiate and, if successful, execute new Franchise Agreements with the Franchisees, as a condition of the award of such agreements, the Mayor and City Commission also authorized the Administration to negotiate and, if successful, execute a new Service Agreement with the Franchisees for MSW and Recycling Services, including other related public benefits to the City which, at a minimum, should contain the same (or more favorable) business terms than the existing services agreement; and
- (k) That the new Franchise Agreements and the new Service Agreement shall each have an initial term of five years, commencing on October 1, 2014, and ending on September 30, 2019, along with a possible renewal term of up to three (3) years, at the City Commission's sole discretion; and
- (j) That Waste Management Inc. of Florida, a Florida corporation (Franchisee) has indicated to the City that it is ready, willing, and able to provide the aforesaid services within the City of Miami Beach, in accordance with the provisions contained within the following franchise agreement (hereinafter, the Franchise Agreement or Agreement), Chapter 90 of the City Code, and under the (additional) service agreement (hereinafter, the Service Agreement) executed simultaneously herewith.

NOW THEREFORE, City and Franchisee, in consideration of the mutual covenants herein contained, agree as follows:

SECTION 1. DEFINITIONS

For the purposes of this Agreement, the following words shall have the following meanings:

“Chapter 90 of the City Code” shall mean Chapter 90 of the Miami Beach City Code (the City Code), as may be amended from time to time.

“City” shall mean the City of Miami Beach, Florida.

“City Commission” shall mean the elected officials of the City of Miami Beach, Florida.

“City Manager” shall mean the chief operating officer of the City or his authorized designee.

“Franchisee” shall mean Waste Management Inc. of Florida, a Florida corporation, which is hereby granted this franchise and has hereby agreed to undertake and perform each and every obligation as set forth in this Agreement.

“Gross Receipts” as referred to herein shall mean the entire amount of the fees collected by the contractor (whether wholly or partially collected) for solid waste collection and disposal within the City, but excluding any sales tax, or other tax, governmental imposition, assessment, charge or expense of any kind, collected by the Franchisee from the account holder and required by law to be remitted to the taxing or other governmental authority, and further excluding fees from servicing rolloff and portable containers.

“Service Agreement” shall mean the certain agreement between the City and Franchisee for the provision of additional solid waste collection and disposal and recycling services at certain City owned facilities and properties. The Service Agreement is intended to have a term that will run concurrently with the term of the franchise and this Agreement. Execution of the Service Agreement by City and Franchisee is a condition of the Franchise Agreement.

Any other words or terms used herein which are not defined in this Section shall have their normal dictionary meaning and customary usage unless such terms are defined in Chapter 90 of the City Code, in which case they shall have the meaning set forth therein.

SECTION 2. GRANT OF FRANCHISE

Pursuant to Chapter 90 of the City Code, which authorizes the granting of franchises for the purposes set forth herein, Franchisee is hereby granted a franchise, including every right and privilege appertaining thereto (except as otherwise limited by Chapter 90 of the City Code, and/or by present or future Federal, State and County ordinances and laws), to operate and maintain a solid waste collection and disposal service, and also to provide such recycling services as contemplated in Section 90-231 of the City Code, in, upon, over, and across the present and future streets, alleys, bridges, easements and other public rights-of-way, property(ies), and/or facility(ies) within the limits of the City of Miami Beach, Florida, for the purpose of collecting and disposing of solid waste, and for the purpose of providing recycling services as contemplated in Section 90-231 of the City Code, generated by the citizens, residents, inhabitants, business enterprises, and other entities therein. Except for Recyclable Material otherwise provided for pursuant to Chapter 90 of the City Code, and/or by present or future Federal, State or County ordinances and laws, Franchisee is hereby granted title to all of such solid waste generated within said boundaries, insofar as the City can establish its legal right to make such grant of title.

SECTION 3. GEOGRAPHICAL LIMITS OF THE FRANCHISE

The area covered by this franchise is the area within the city limits of the City of Miami Beach, Florida, as they are now located and any areas which may at some future time be incorporated into the City. Franchisee agrees that the limits of the franchise are subject to

expansion or reduction by annexation and contraction of municipal boundaries and that Franchisee has no vested right in a specific area.

SECTION 4. TERM

As to Franchisee, the initial term of this franchise shall be deemed to have commenced on October 1, 2014, which shall be the effective date of this Agreement (and may also be referred to as the Commencement Date). The initial term of the franchise shall be five (5) years, commencing on the Commencement Date, and shall terminate on September 30, 2019, unless sooner terminated by revocation of the franchise, as provided in Chapter 90 of the City Code (Initial Term). Prior to the expiration of the Initial Term of the franchise, the City Commission may choose, in its sole discretion, to renew the franchise for a renewal term of up to an additional three (3) years (Renewal Term).

SECTION 5. FRANCHISE CONSIDERATION

For a period of one year after the Commencement Date of this franchise, the Franchisee shall pay to the City a franchise fee consisting of eighteen percent (18%) of said Franchisee's total monthly Gross Receipts. Thereafter, the City Commission shall have the option of raising the franchise fee, as provided in Section 90-221 of the City Code.

Gross Receipts from servicing rolloff containers are not included under the franchise fee due to the City, and shall be subject to separate fees, as set forth in Section 90-278 of the City Code.

Payment of the franchise fee shall be made monthly in accordance with Section 90-223 of the City Code.

In addition to monthly payment of the franchise fee, and in accordance with Franchisee's proposal in response to the RFQ, the Franchisee shall (during the term herein)

also pay an annual amount equal to two percent (2%) of its total annual Gross Receipts, to be applied by the City toward the establishment, implementation, and operation of a public right-of-way cleaning program, which shall be operated through the City's Sanitation Division. The means, method, and operation of this program shall be determined and implemented in the City's sole and reasonable discretion. The franchisee shall, on or before thirty (30) days following the close of its fiscal year, and in any event no later than February 15th of each year during the term of the franchise, deliver to the City's Chief Financial Officer a statement of its annual Gross Receipts, certified by an independent certified public accountant, reflecting Gross Receipts generated within the City for the preceding fiscal year. Payment of the two percent (2%) amount shall be made annually to the City's Chief Financial Officer, concurrent with the delivery of Franchisee's certified statement of annual Gross Receipts (as provided above).

SECTION 6. ASSIGNMENT

The rights herein granted to the Franchisee, and any licenses granted to the Franchisee by the City, shall not be assigned by the Franchisee except with the express prior approval of the City Commission, and as provided in Section 90-192(h) of the City Code.

In the event of such assignment, Franchisee shall cause its assignee to execute an agreement of acceptance, subject to the approval of the City Manager, evidencing that such assignee accepts the assignment subject to any and all terms, conditions, and limitations imposed hereby, and which acceptance shall include an affirmative statement evidencing such assignee's intent to fulfill the obligations imposed upon Franchisee herein. Notwithstanding the City's approval of the assignment and assignee's acceptance, Franchisee shall guarantee the performance of its assignee and such assignment shall always be with full recourse to Franchisee.

SECTION 7. BANKRUPTCY OR INSOLVENCY

If the Franchisee becomes insolvent, this franchise shall terminate. If the Franchisee files a petition of voluntary bankruptcy, or in the event of involuntary bankruptcy, this franchise shall terminate no later than the date of filing of the bankruptcy petition.

SECTION 8. INDEMNIFICATION AND INSURANCE

Franchisee hereby agrees to indemnify, hold harmless, and defend the City, its officers, employees, agents, and contractors against, and assumes all liability for, any and all claims, suits, actions, damages, liabilities, expenditures, or causes of action, of any kind, arising from Franchisee's, and/or its officers', employees', agents', and contractors' activities and/or the use of the public streets and/or other City property or rights-of-way, for the purposes authorized in this franchise and in Chapter 90 of the City Code, and resulting or accruing from any negligence, act, omission, or error of the Franchisee, and/or its officers, agents, employees, and contractors, and/or arising from the failure of Franchisee to comply with each and every covenant of this franchise, or with Chapter 90 of the City Code, or with any other Federal, State, County and/or City ordinance, law, or regulation applicable to Franchisee's activities, resulting in or relating to bodily injury, loss of life or limb, or damage to property sustained by any person, property, firm, corporation (or other business entity). Franchisee hereby agrees to hold City, its officers, employees, agents and contractors, harmless from and against all judgments, orders, decrees, attorney's fees, costs, expenses and liabilities incurred in and resulting from any such claim, investigation, or defense thereof, which may be entered, incurred, or assessed as a result of the foregoing. Franchisee shall defend, at its sole cost and expense, any legal action, claim or proceeding instituted by any person against the City, its officers, employees, agents or contractors, as a result of any claim, suit, or cause of action

accruing from activities authorized by this franchise, for injuries to body, limb, or property as set forth above.

Franchisee agrees to maintain in full force and effect throughout the entire Term of the franchise, the insurance coverages set forth in Section 90-196 of the City Code. Franchisee further agrees that the City Manager may increase the kinds and amounts of insurance coverage required if, in his sole reasonable judgment and discretion, he deems such increase necessary to protect the City.

Operation of activities by the Franchisee without the required insurance shall be grounds for revocation of the franchise.

SECTION 9. COMPLIANCE WITH ORDINANCES, RULES, LAWS

Franchisee shall be solely responsible for keeping and maintaining itself fully informed with all Federal, State, County, and City ordinances (including, without limitation, Chapter 90 of the City Code), laws, rules, regulations, and all orders and decrees of bodies or tribunals having jurisdiction or authority, which in any manner affect its activities and this franchise, or which in any way affect the conduct of its work (collectively, the aforesaid are referred to as the Applicable Laws). Franchisee shall at all times observe and comply with all Applicable Laws. Additionally, Franchisee shall be solely responsible for obtaining and maintaining current and in good standing any licenses and permits required under Applicable Laws to conduct its business(es) and activities under the franchise.

SECTION 10. REVOCATION OF FRANCHISE

Failure on the part of Franchisee to comply in any material way with the provisions of this Franchise Agreement, Chapter 90 of the City Code, or other Applicable Laws, shall be grounds for revocation or termination of the franchise, which termination shall be in

accordance with Section 90-234 of the City Code, and shall be effective upon written notice to Franchisee.

SECTION 11. REPORTING; ACCOUNTING; AUDIT

Franchisee shall keep an accurate set of books and records in accordance with general accounting principles, reflecting the Gross Receipts derived under and pursuant to the franchise rights granted herein. The City shall have the right to audit Franchisee's books and records, as provided in Section 90-224 of the City Code.

SECTION 12. COLLECTION EQUIPMENT

Franchisee shall have on hand, at all times during the Term of the franchise, sufficient personnel and equipment to permit Franchisee to fully, adequately and efficiently perform its duties hereunder. Collection equipment shall be kept clean, sanitary, neat in appearance, and in good repair and working order at all times. Franchisee shall at all times have available to it reserve equipment, which can be put into service and operation within two (2) hours of any breakdown. Such reserve equipment shall substantially correspond in size and capability to the equipment normally used by Franchisee to perform its duties hereunder.

SECTION 13. DISPOSAL

All solid waste shall be hauled to sites or facilities legally empowered to accept it for treatment or disposal. The City reserves the right to approve or disapprove sites, taking into account all governmental regulations, routes within the franchise area, and the rules and regulations of the governmental body having jurisdiction over said sites or facilities.

SECTION 14. COLLECTION SERVICES AND OPERATIONS

Franchisee's procedures for collection of solid waste shall be in keeping with all provisions of Chapter 90 of the City Code and other Applicable Laws.

SECTION 15. STORMS AND OTHER EMERGENCIES

In case of an unusually severe storm, and/or other extreme acts of weather (i.e. including, without limitation, tropical storms, tropical depressions, hurricanes, floods, tornadoes, etc.), or disruption caused by other emergencies not caused by Franchisee, the City Manager may grant Franchisee reasonable variance from its regular schedules. As soon as practicable after such storm, act of weather, or other emergency, Franchisee shall inform the City of the estimated time required before regular schedules and routes can be resumed and, upon request of the City Manager and in such form as determined by the City Manager, Franchisee shall provide notice of same to its commercial and residential (multi-family) clients in the franchise area. In event of a storm, act of weather, or other emergency requiring mass clean-up operations, Franchisee shall, upon direction of the City Manager, participate in said clean-up, to the extent directed by the City Manager. Franchisee shall be compensated by the City, in the amount of actual costs, plus twelve percent (12%) of said costs, and shall be excused from conducting regular services, as and to the extent approved by the City Manager. Any expense incurred or revenue received under this Section 15 shall not be included or considered in base rate calculations.

SECTION 16. NON-WAIVER

The failure by the City at any time to require performance by the Franchisee of any provision hereof, or of Chapter 90 of the City Code, or of any other Applicable Laws, shall not

in any respect limit, prejudice, diminish, or constitute a waiver of any rights of the City thereafter to enforce same, nor shall waiver by the City of any breach of any provision of the Franchise Agreement, or of Chapter 90, or of any other Applicable Laws, be taken or held to be a waiver of the City's rights to enforce or take action against any such succeeding breach (of such provision), or as waiver of any provision itself.

SECTION 17. CONTINUED OPERATIONS DURING DISPUTES

In the event that a dispute arises between the City and Franchisee (or any other interested party) in any way relating to this franchise (including performance or compensation hereunder), the Franchisee shall continue to perform hereunder and to render service in full compliance with all terms and conditions of the Franchise Agreement, regardless of the nature of the dispute.

Franchisee expressly recognizes the paramount right and duty of the City to provide adequate waste collection and disposal services as a necessary governmental function, and further agrees, as consideration for the City's approval and execution of this Franchise Agreement that, in the event of a dispute, said Franchisee shall not cease performance or stop service during the pendency of any such dispute.

SECTION 18. HANDLING OF COMPLAINTS

Franchisee shall be bound by Chapter 90 of the City Code with regard to handling of complaints from its patrons.

SECTION 19. NONDISCRIMINATION

Franchisee and the City agree that Contractors' compliance with the City's Human Rights Ordinance, codified in Chapter 62 of the City Code, as may be amended from time to

time, shall be a material term of this Agreement. Franchisee agrees that it has adopted and will maintain and enforce a policy of nondiscrimination on the basis of race, color, national origin, religion, sex, intersexuality, gender identity, sexual orientation, marital and familial status, age, or disability. Said nondiscrimination policy shall apply to employment practices of the Franchisee and the provision of services. The Franchisee agrees that, upon written request from the City Manager, it will permit access to its records of employment, employment advertisements, application forms, and other pertinent data and records, to the City for the purposes of investigation to ascertain compliance with the nondiscrimination provisions of this Section; provided, however, that Franchisee shall not be required to produce for inspection any records covering any period of time more than two (2) years prior to the effective date of this franchise. A finding by the City Manager that Franchisee has engaged in an unlawful discriminatory practice, according to the regulations and procedures set forth in Chapter 62 of the City Code, shall constitute a breach of this Agreement.

SECTION 20. RECYCLING SERVICES REQUIREMENTS

20.1 In accordance with the provisions of Sections 90-231, 90-340, and 90-341 of the City Code, during the Term of this franchise, Franchisee shall comply with the following recycling requirements:

- (a) As a condition of the franchise, each Franchisee shall be required to offer directly, or through a subcontractor, who shall be licensed by the City and state, recycling for any and all accounts serviced by the Franchisee (including, without limitation, any and all residential and commercial accounts).
- (b) All of Franchisee's contracts (within the jurisdictional limits of the City of Miami Beach) for waste collection and disposal services (accounts) for multifamily residences and commercial accounts shall also include a proposal to provide recycling services. Such recycling proposal shall, to the maximum extent that is commercially feasible, maximize recycling activity in the City, and provide for sufficient

flexibility in recyclable materials, container size, and location, as is both necessary and consistent for the particular account.

- (c) Whether directly provided, or subcontracted with a qualified recycling contractor, each recycling proposal shall require Franchisee to disclose to the contract holder the savings offset that is anticipated as a result of the recycling and the consequent reduction of solid waste disposed; provided, however, that the recycling proposal (and the required savings offset) shall remain within the purview of the Franchisee and the multifamily or commercial account holder to negotiate.
- (d) Pursuant to Section 90-231(b) of the City Code, with respect to multifamily residences only, each of Franchisee's contracts must disclose to an account holder that in the event that the recycling bid and/or price quote (hereinafter, the offer) provided by the contractor to an account holder who is an owner, occupant, or operator or manager of an apartment building or the multifamily residence, is deemed unfair by said owner, occupant, or operator or manager, then the aggrieved party may file a protest with the City Manager, in writing, within 30 days of receipt of the offer by the aggrieved party; the protest must include a copy of the offer; and must clearly state the reasons and grounds upon which that the aggrieved party considers the offer to be unfair.
- (e) Franchisee must appropriately designate the recycling collection containers that it provides to customers. The containers must contain the appropriate signage and information, as shall be established and approved by the City. Additionally, Franchisee shall assist and provide written notice to the Director of Public Works in identifying multifamily accounts and commercial accounts which do not have a recycling program or, in the alternative, which have allowed a recycling program to lapse or expire.

20.2 **PURSUANT TO SECTION 90-340 OF THE CITY CODE, AND EFFECTIVE NOVEMBER 1, 2014, FRANCHISEE SHALL OFFER THOSE RECYCLING SERVICES FOR ANY MULTI-FAMILY RESIDENCE WITH TWO (2) OR MORE DWELLING UNITS, AS A SINGLE-STREAM RECYCLING PROCESS OR AS A MODIFIED RECYCLING PROGRAM, AS MORE PARTICULARLY SET FORTH IN SECTION 90-344.**

- (a) Pursuant to Section 90-340(b), the recycling services for multifamily residences shall consist of a single-stream recycling process. The single-stream recycling process shall separate, from all other solid waste, the five (5) following recyclable materials:

1. 90-340(b)(1) *Newspaper*. Used or discarded newsprint, including any glossy inserts;
2. 90-340(b)(2) *Glass*. Glass jars, bottles, and containers of clear, green or amber (brown) color of any size or shape used to store and/or package food and beverage products for human or animal consumption, and/or used to package other products, which must be empty and rinsed clean or residue. This term excludes ceramics, window or automobile glass, mirrors, and light bulbs;
3. 90-340(b)(3) *Metal food and beverage containers*. All ferrous and nonferrous (i.e., including, but not limited to, steel, tin-plated steel, aluminum and bimetal) food and beverage containers (i.e., including, but not limited to, cans, plates, and trays) of any size or shape used to store and/or package food and beverage products suitable for human or animal consumption, which must be empty and rinsed clean or residue;
4. 90-340(b)(4) *Other metal containers*. All other ferrous and nonferrous containers used to package household products including, but not limited to, paint cans and aerosol cans, which must be empty and rinsed clean or residue; and
5. 90-340(b)(5) *Plastics*. All high density polyethylene (HDPE) and/or polyethylene terephthalate (PET) bottles, jugs, jars, cartons, tubs, and/or other containers, and lids, of any size or shape used to package food, beverages, and/or other household products, or crankcase oil, which must be empty and rinsed clean of residue. This term excludes all plastic film, plastic bags, vinyl, rigid plastic (i.e., toys), and plastic foam materials.

20.3 Franchisee shall offer recycling services for commercial establishments, as a single-stream recycling process, as more particularly set forth in Section 90-341 of the City Code, or as a modified recycling program, as more particularly set forth in Section 90-344 of the City Code.

- (a) The single-stream recycling process shall separate, from all other solid waste, the following recyclable materials:

1. *90-341(b)(1) Newspaper, cardboard, magazines, and catalogues, telephone books and/or directories, and office paper; used or discarded newsprint, including any glossy inserts;*
2. *90-341(b)(2) Glass.* Glass jars, bottles, and containers of clear, green or amber (brown) color of any size or shape used to store and/or package food and beverage products for human or animal consumption, and/or used to package other products which must be empty and rinsed clean or residue. This term excludes ceramics, window or automobile glass, mirrors, and light bulbs;
3. *90-341(b)(3) Metal food and beverage containers.* All ferrous and nonferrous (i.e., including, but not limited to, steel, tin-plated steel, aluminum and bimetal) food and beverage containers (i.e., including, but not limited to, cans, plates, and trays) of any size or shape used to store and/or package food and beverage products suitable for human or animal consumption, which must be empty and rinsed clean or residue;
4. *90-341(b)(4) Other metal containers.* All other ferrous and nonferrous containers used to package household products including, but not limited to, paint cans and aerosol cans, which must be empty and rinsed clean or residue; including scrap metal, which shall mean used or discarded items suitable for recycling, consisting predominantly of ferrous metals, aluminum, brass, copper, lead, chromium, tin, nickel or alloys thereof including, but not limited to, bulk metals such as large metal fixtures and appliances (including white goods such as washing machines, refrigerators, etc.), but excluding metal containers utilized to store flammable or volatile chemicals, such as fuel tanks;
5. *90-341(b)(5) Plastics.* All high density polyethylene (HDPE) and/or polyethylene terephthalate (PET) bottles, jugs, jars, cartons, tubs, and/or other containers, and lids, of any size or shape used to package food, beverages, and/or other household products, or crankcase oil, which must be empty and rinsed clean of residue. This term excludes all plastic film, plastic bags, vinyl, rigid plastic (i.e., toys), and plastic foam materials;
6. *90-341(b)(6) Textiles; and*
7. *90-341(b)(7) Wood.* Clean wood waste and/or pieces generated as by-products from manufacturing of wood products. It excludes clean yard waste and clean waste (i.e., natural vegetation and minerals such as stumps, brush, blackberry vines, tree branches,

and associated dirt, sand, tree bark, sand and rocks), treated lumber, wood pieces, or particles containing chemical preservatives, composition roofing, roofing paper, insulation, sheetrock, and glass.

SECTION 22. INVALIDITY – NO RIGHT OF ACTION

If this Franchise Agreement, or any provision thereof, is found to be invalid or unconstitutional by any court of competent jurisdiction, and/or if Franchisee is prevented from exercising its rights hereunder by present or future Federal, State, or County ordinances or laws and Franchisee's rights under this franchise are materially impaired thereby, Franchisee shall have no claim or cause of action against the City therefore.

SECTION 23. POWER TO REGULATE STREETS

Nothing in this Agreement shall be construed as surrender by City of its right or power to pass ordinances regulating the use of its streets, and/or other public rights-of-way, and/or public properties or facilities.

SECTION 24. ACCEPTANCE OF FRANCHISE

This Franchise Agreement shall be filed with the Miami Beach City Clerk within twenty (20) days after the date of approval of the franchise by the Mayor and City Commission and execution by the parties hereto. Filing of a fully executed Franchise Agreement with the City Clerk shall be deemed proof of Franchisee's acceptance of the franchise.

SECTION 25. GOVERNING LAW AND EXCLUSIVE VENUE

This Franchise Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida, both substantive and remedial, without regard to principles of conflict of laws. The exclusive venue for any litigation arising out of this Agreement shall be

Miami-Dade County, Florida, if in state court, and the U.S. District Court, Southern District of Florida, if in Federal court.

BY ENTERING INTO THIS AGREEMENT, CITY AND FRANCHISEE EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO, OR ARISING OUT OF, THIS AGREEMENT.

SECTION 26. NOTICE

All notices and communications in writing required or permitted hereunder may be delivered personally to the representatives of the Franchisee and the City listed below or may be mailed by registered mail, postage prepaid (or airmailed if addressed to an address outside of the city of dispatch).

Until changed by notice in writing, all such notices and communications shall be addressed as follows:

TO FRANCHISEE:	Waste Management Inc. of Florida 2125 Northwest 10 th Court Miami, Florida 33127 Attention: Jason Neal Government Affairs Director
TO CITY:	City of Miami Beach Attn: Jimmy L. Morales, City Manager 1700 Convention Center Drive Miami Beach, Florida 33139 (305) 673-7010
WITH COPIES TO:	City of Miami Beach Attn: Eric Carpenter, Public Works Director 1700 Convention Center Drive Miami Beach, Florida 33139 (305) 673-7080
	and

City of Miami Beach
Attn: Alberto Zamora, Public Works Sanitation Director
1700 Convention Center Drive
Miami Beach, Florida 33139
(305) 673-7616

Notices hereunder shall be effective as follows:

Notices are deemed delivered or given and become effective upon mailing if mailed to an address in the city of dispatch, and upon actual receipt if otherwise delivered.

SECTION 27. FLORIDA PUBLIC RECORDS LAW.

Pursuant to Section 119.0701 of the Florida Statutes, if Franchisee meets the definition of "Contractor" as defined in Section 119.0701(1)(a), Franchisee shall:

- (a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service;
- (b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law;
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and
- (d) Meet all requirements for retaining public records and transfer to the City, at no City cost, all public records created, received, maintained and/or directly related to the performance of this Agreement that are in possession of the Franchisee upon termination of this Agreement. Upon termination of this Agreement, the Franchisee shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

For purposes of this Article, the term "public records" shall mean all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business of the City.

Franchisee's failure to comply with the public records disclosure requirement set forth in Section 119.0701 of the Florida Statutes shall be a breach of this Agreement.

In the event the Franchisee does not comply with the public records disclosure requirement set forth in Section 119.0701 of the Florida Statutes, the City may, at the City's sole discretion, avail itself of the remedies set forth under this Agreement and available at law.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

IN WITNESS WHEREOF, the parties hereto have caused this Franchise Agreement to be executed by their appropriate officials, as of the date first entered above.

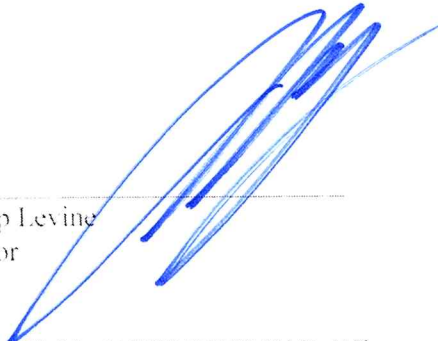
FOR CITY:

ATTEST:

By:


Rafael E. Granado
City Clerk

CITY OF MIAMI BEACH, FLORIDA


Philip Levine
Mayor

FOR FRANCHISEE:

ATTEST:

By:


Ronald Kaplan
Assistant Secretary

**WASTE MANGEMENT INC. OF
FLORIDA, a Florida corporation**


Timothy Hawkins
President

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION


City Attorney

12/14/14
Date

NK

**SERVICE AGREEMENT BY AND AMONG THE
CITY OF MIAMI BEACH**

AND

PROGRESSIVE WASTE SOLUTIONS OF FL, INC.;

SOUTHERN WASTE SYSTEMS, LLC; AND

WASTE MANAGEMENT INC. OF FLORIDA;

FOR

**ADDITIONAL SOLID WASTE COLLECTION SERVICES AND COLLECTION
OF RECYCLABLE MATERIALS AT CITY OWNED PROPERTIES, PARKS,
RIGHTS OF WAY, AND OTHER PUBLIC FACILITIES AND PROPERTY(IES)**

This Service Agreement (Agreement) is entered into this 26 day of ^{January} ~~December~~, ²⁰¹⁵ ~~2014~~, by and among the City of Miami Beach, Florida (City); Progressive Waste Solutions of FL, Inc., a Delaware corporation authorized to conduct business in the state of Florida; Southern Waste Systems, LLC, a Florida limited liability company; and Waste Management Inc. of Florida, a Florida corporation (collectively, Contractors), for the purpose of providing additional solid waste collection services and collection of recyclable materials (Recycling Services) at City facilities, parks, rights of way and other City-owned property(ies) within the City of Miami Beach city limits (collectively, the Collection Area), and such other services as may be required by the City, as more particularly set forth herein.

RECITALS:

WHEREAS, at the October 16, 2013 City Commission Meeting, the Mayor and City Commission authorized the City Administration to issue Request for Qualifications No. 2013-178SR for franchise waste contractors to provide municipal solid waste (MSW) collections and

disposal services, including additional solid waste/recycling services at City-owned properties (the RFQ); and

WHEREAS, at the July 23, 2014 City Commission Meeting, the Mayor and City Commission adopted Resolution No. 2014-28681, accepting the recommendation of the City Manager pertaining to the ranking of proposals pursuant to the RFQ, and authorizing the Administration to enter into negotiations for new franchise agreements with the Contractors, as the top three (3) ranked proposers; and

WHEREAS, in addition to authorizing the Administration to negotiate and, if successful, execute new Franchise Agreements with the Contractors, as a condition of the award of such agreements, the Mayor and City Commission also authorized the Administration to negotiate and, if successful, execute a new Service Agreement with the Contractors for MSW and Recycling Services, including other related public benefits to the City, which, at a minimum, should contain the same (or more favorable) business terms than the existing service agreement; and

WHEREAS, the new Franchise Agreements and the Service Agreement shall each now have an initial term of five years, commencing on October 1, 2014, and ending on September 30, 2019, along with a possible renewal term of up to three (3) years, at the City Commission's sole discretion; and

WHEREAS, the Contractors and the City have also agreed to the terms contained in this Service Agreement, in connection with the simultaneous execution of the Franchise Agreements; and

WHEREAS, the City intends, and Contractors acknowledge and agree, that the Service Agreement shall run concurrently with the term of the Franchise Agreements; and

WHEREAS, the City has been induced, in part, to execute this Agreement and the Franchise Agreements, based upon Contractors' commitment to provide the additional public benefits/services to the City included in Exhibit "A" hereto.

NOW THEREFORE, City and Contractors, in consideration of the mutual covenants herein contained, agree as follows:

1. **RECITALS**

The foregoing recitals are true and correct and are hereby incorporated by reference into this Agreement.

2. **LIAISON BETWEEN CITY AND CONTRACTORS**

All dealings, contracts, notices and payments between Contractors and the City under this Agreement shall be directed by Contractors to the City Manager or the Authorized Representative, defined herein.

3. **COMMENCEMENT OF WORK AND SERVICES**

The work and services outlined herein shall commence immediately upon receipt of a Notice to Proceed issued by the City Manager or the Authorized Representative, as hereinafter defined.

4. **TERM**

4.1 The initial term of the Agreement shall be for a five (5) year period, commencing retroactively on October 1, 2014 (Commencement Date), and terminating on September 30, 2019 (Term).

4.2 Notwithstanding subsection 4.1 above, this Agreement shall be subject to periodic review by the Mayor and City Commission, with the first review period commencing on or about six (6) months from the Commencement Date of this Agreement, as set forth in subsection 4.1, and thereupon on or about a date every six (6) months thereafter throughout the Term hereof. The City Commission's

review shall be discretionary, and shall assure that the terms and conditions of the Agreement are being complied with and, particularly, that Contractors' performance pursuant to the Agreement does not adversely impact Contractors' performance as franchisees, including, without limitation, their fees, rate structure, costs (i.e. increases), in such a manner as to negatively impact their duties to "private" customers in the City (as set forth in the Franchise Agreements). In the event that the City Commission, in its sole reasonable discretion, determines that there has been such an adverse impact, it reserves the right to terminate this Agreement for convenience, pursuant to Section 20 hereof.

5. **DEFINITION OF TERMS**

- 5.1 Authorized Representative: The employee designated in writing by the City Manager to represent the City in the administration and supervision of this Agreement. The City Manager's Authorized Representative shall be the City's Sanitation Division Director, unless otherwise changed, in writing, by the City Manager.
- 5.2 City: City of Miami Beach, Florida, and its authorized representatives.
- 5.3 City Manager: The City Manager of the City of Miami Beach, Florida.
- 5.4 Construction and Demolition Debris: Discarded material generally considered not to be water-soluble or hazardous, including, without limitation, steel, concrete, glass, brick, asphalt roofing material, or lumber from a construction or demolition project. Commingling construction and demolition debris with any amount of other types of solid waste will cause it to be classified as other than construction and demolition debris.
- 5.5 Contractor(s): The person(s), firm(s), corporation(s), holding company(ies), organization(s), agency(ies), or other entity(ies) with whom the City has executed

this Agreement for performance of the work. All successors to Contractors are included in this definition.

- 5.6 Disposal Costs: The "tipping fees" charged to Contractors for disposal of the garbage and trash collected by Contractors.
- 5.7 Garbage: Every refuse accumulation of animal, fruit, vegetable or organic matter that attends the preparation, use, cooking and dealing in or storage of meats, fish, fowl, fruit or vegetables, and decay, putrefaction and the generation of noxious or offensive gases or odors, or which, during or after decay, may serve as breeding or feeding material for flies or other germ-carrying insects.
- 5.8 Garbage Can or Container: A container which has been approved for use in the City by the City Manager, made of galvanized metal, durable plastic or other suitable material of a capacity not less than ten gallons but not to exceed 30 gallons for collection of solid waste awaiting pickup and disposal. Such can or container shall have two handles upon the sides thereof, or a bail, by which it may be lifted, and shall have a tightening solid top
- 5.9 Gross Receipts: As referred to herein, Gross Receipts shall mean the entire amount of the fees collected by the Contractors (whether wholly or partially collected) for solid waste collection and disposal within the City, but excluding any sales tax, or other tax, governmental imposition, assessment, charge or expense of any kind, collected by the Contractor from the account holder and required by law to be remitted to the taxing or other governmental authority, and further excluding fees from servicing rolloff and portable containers.
- 5.10 Industrial Wastes: Any solid waste generated by construction, land cleaning, excavating of structures, roads, streets, sidewalks or parkways, and including, without limitation, waste collected for recycling, and oil, grease, and petroleum.

- 5.11 Landfill: Any solid waste land disposal area for which a permit, other than a general permit, is required by Section 403.707, Florida Statutes, that receives solid waste for disposal in or upon land other than land-spreading site, injection well, or surface impoundment.
- 5.12 Loose Refuse: Any refuse, either garbage or trash, stored in and collected from any type of container other than a mechanical container or garbage can. Refuse which is collected from the ground is considered loose refuse.
- 5.13 Mechanical Container: Any detachable metal container designed or intended to be mechanically dumped into a loader/packer type of garbage truck used by the Contractors.
- 5.14 Market Share: The Market Share, as referenced herein, shall be determined by the Authorized Representative, in his sole and reasonable discretion, by taking the total amount of Gross Receipts for a particular Contractor and dividing it by the total amount of Gross Receipts for all Contractors collectively. The Market Share for each respective Contractor shall be calculated, by the City's Authorized Representative, on September 1 of each year during the Term of this Agreement.
- 5.15 Recyclable Materials: Those materials which are capable of being recycled and which would otherwise be processed or disposed of as solid waste. Any recyclable material mixed with solid waste shall be considered to be solid waste.
- 5.16 Recycling: Any process by which recyclable materials are collected, separated, or processed to be reused or returned to use in the form of raw materials or products.
- 5.17 Recycling Container: A container approved by the city manager for collection of recyclable material by a recycling contractor.

- 5.18 Refuse: Both rubbish and garbage or a combination or mixture of rubbish and garbage, including paper, glass, metal, and other discarded matter, excluding recyclable materials.
- 5.19 Refuse Regulations: Regulations prescribed by the City together with such administrative rules, regulations, and procedures as may be established for the purpose of carrying out or making effective the provisions of the Agreement.
- 5.20 Remodeling and Home Repairs Trash: Materials accumulated during the course of a self-performed improvement project, prepared so as not to exceed five (5) feet in length or forty (40) pounds in weight.
- 5.21 Rolloff Container: A metal container, compacted or open, approved by the city manager or his designee, that is designed and used by rolloff contractors for the collection and disposal of construction and demolition debris; large quantities of trash; and/or bulky waste; but not garbage or commercial refuse.
- 5.22 Rubbish: Rubbish or trash means refuse accumulations of paper, excelsior, rags, wooden or paper boxes or containers, sweepings and all other accumulations of a nature other than garbage, which are usual to housekeeping and to the operation of stores, offices, and other places of business; and any bottles, cans or other containers, which, due to their ability to retain water, may serve as breeding places for mosquitoes or other water-breeding insects. Rubbish shall not include industrial waste.
- 5.23 Solid Waste: Solid waste includes bulky waste, commercial refuse, garden trash, tree and shrubbery, garbage, refuse, rubbish, special handling trash, trash, hazardous waste, biohazardous waste, industrial waste, residential refuse, white goods, or other discarded material, including solid, liquid, semisolid, or contained

gaseous material, resulting from domestic, industrial, commercial, mining, or agricultural operations.

- 5.24 Solid Waste Disposal Facility: Any solid waste management facility which is the final resting place for solid waste, including landfills and incineration facilities that produce ash from the process of incinerating municipal solid waste.
- 5.25 Special Handling Waste: Solid wastes that can require special handling and management, including, without limitation, white goods, furniture, mattresses, and other bulky items of household trash; oils; whole tires; lead-acid batteries; and hazardous and biohazardous wastes; but excluding special handling garden trash.
- 5.26 Special Handling Garden Trash: Accumulation of tree branches, tree limbs, parts of trees, bushes, and shrubbery over ten inches in diameter; which does not exceed four feet in length, and is too large to be containerized or bundled and tied.
- 5.27 Trash: Trash means the same as "rubbish."
- 5.28 Waste/Solid Waste: Solid waste includes bulky waste, commercial refuse, garden trash, tree and shrubbery, garbage, refuse, rubbish, special handling trash, trash, hazardous waste, biohazardous waste, industrial waste, residential refuse, white goods, or other discarded material, including solid, liquid, semisolid, or contained gaseous material, resulting from domestic, industrial, commercial, mining, or agricultural operations.
- 5.29 White Goods: Discarded refrigerators, ranges, water heaters, freezers, and other similar domestic and commercial large appliances.
- 5.30 Yard Trash – Regular: Vegetative matter resulting from yard and landscaping maintenance, including materials such as tree and shrub trimmings, grass clippings, palm fronds, or small tree branches not in excess of four (4) feet in

length and four (4) inches in diameter. Such trash shall be bundled or placed on containers which are susceptible to normal loading and collection as other residential solid waste. No bundle or filled container shall exceed fifty (50) pounds in weight.

- 5.31 Yard Trash – Bulk: Large cuttings of vegetative and wood matter which are part of normal yard maintenance which cannot be cut for placement in container, bag, or bundle due to the material exceeding the weight and size restrictions for regular yard trash. Bulk yard trash shall be of a type as to be readily handled by the mechanical equipment of Contractors and bulk yard material shall not exceed six (6) feet in length. Bulk yard trash does not include any form or matter or debris resulting from tree removal, land clearing, land development, building demolition, or home improvement. Home improvements as defined herein would include but not be limited to carpeting, cabinets, dry wall, lumber, paneling, and other such construction related materials. Carpeting will be picked up by Contractors if cut to length of six (6) feet or less and bundled. Bulk yard trash does not include automobiles, automotive components, boats, and internal combustion engines.

6. **GENERAL PROVISIONS FOR SOLID WASTE COLLECTION/DISPOSAL PROGRAM, ROLLOFF WASTE CONTAINER PROGRAM, AND COLLECTION OF RECYCLABLE MATERIALS**

- 6.1 **THE PROVISIONS OF THIS SECTION SHALL APPLY TO THE SOLID WASTE COLLECTION/DISPOSAL PROGRAM, AS SET FORTH IN SECTION 7 OF THIS AGREEMENT; THE ROLLOFF WASTE CONTAINER PROGRAM, AS SET FORTH IN SECTION 8 OF THIS AGREEMENT; AND THE COLLECTION OF RECYCLABLE MATERIALS, AS SET FORTH IN SECTION 9 OF THIS AGREEMENT.**

- 6.2 Contractors shall provide, at their own expense, all labor, insurance, supervision, machinery and equipment, plant building, trucks, and any other tools, equipment, accessories, and items necessary to maintain the standard of collections and disposal set forth herein.
- 6.3 Protection of Adjacent Property and Utilities: Contractors shall conduct all work in such a manner as to avoid damage to adjacent private or public property and shall immediately repair or pay for any damage incurred through their operations. Contractors shall take cognizance of all existing utilities and shall operate with due care in the vicinity of such utilities and shall immediately repair (or have repaired), at no cost to the City, any breakage or damage caused by their operations.
- 6.4 Spillage: Contractors shall not litter or cause any spillage to occur upon the premises or the rights-of-way wherein the collection shall occur. In the event of any spillage caused by Contractors, clean-up of spillage shall occur within four (4) hours of notice by City to Contractors, and if the spillage is not picked up within four (4) hours, the City may, at its sole discretion, pick up the spillage and bill the responsible Contractor for the pick-up, which the responsible Contractor shall promptly pay. Notwithstanding the foregoing, Contractors may refuse to collect any solid waste or recyclable materials that have not been placed in a garbage can or container, or tied, or enclosed so that leaking, spilling, and blowing are prevented.
- 6.5 Receptacle: Contractors shall be required to pick up all garbage and rubbish, as contemplated herein (which has been properly prepared and stored for collection) as follows: all garbage, trash, and rubbish shall be placed in a garbage can or in such other plastic disposal bag and shall be placed at curbside on or at such other

single collection point as may be agreed upon by Contractors and the City. Non-containerized trash shall be collected provided that it does not exceed four (4) feet in length or fifty (50) pounds in weight for any piece or segment of such materials. All recyclable materials shall be placed in a recycling container at curbside on or at any such other single collection point as may be agreed upon by Contractors and the City.

6.6 Method of Collection: As to all collections contemplated by this Agreement, Contractors shall make collections with a minimum of noise and disturbance to the properties being serviced and/or the surrounding neighborhood(s). Any garbage, trash, or recyclable materials spilled by Contractors shall be picked up immediately by Contractors. Garbage receptacles and recycling containers shall be handled carefully by Contractors, shall not be bent or otherwise abused, and shall be thoroughly emptied and left at the proper collection point. Metal cans shall be replaced upright with covers securely and properly in place, or can be inverted with covers placed topside up on the ground next to the container. Plastic cans shall be inverted with covers placed topside up on the ground next to the container. Any receptacle found in a rack, cart, or enclosure of any kind shall be turned upright in such rack, cart, or enclosure, and lids shall be placed securely on top of said receptacles. In the event of damage caused by Contractors to garbage receptacles or recycling containers, other than normal wear and tear, Contractors shall be responsible for the timely repair or replacement of said receptacles or containers within seven (7) days of receipt of notice from the City.

6.7 Schedules and Routes: Contractors shall provide the City with schedules for all collection routes (including for servicing of rolloff containers) and keep such information current at all times. If any change in the collection routes occurs, then

the City shall be immediately notified in writing. All permanent changes in routes or schedules that alter the day of pickup are subject to approval of the City Manager or his designee. The City reserves the right to deny Contractors' vehicles access to certain streets, alleys, and rights of way within the City, en route to the disposal site, when it is in the interest of the City to do so because of the condition of the streets or bridges. The City shall not interrupt the regular schedule or quality of service because of a street closure of less than eight (8) hours in duration. The City shall notify Contractors of any street closures of longer duration, and arrangements for service will be made in a manner satisfactory to the City.

6.8 Force Majeure: Contractors' performance and/or work hereunder may be delayed or suspended at any time while, but only so long as, Contractor is hindered in or prevented from performance by acts of God, the elements, war, rebellion, strikes, lockouts, or any other cause beyond the reasonable control of Contractor; provided, however, that if the hindrance or prevention of performance exceeds a period of thirty (30) days, the City may, at its sole option and discretion, cancel or renegotiate this Agreement.

6.9 Collection Equipment: Contractors shall have on hand at all times sufficient equipment in good working order to permit Contractors to perform their duties hereunder fully, adequately, and efficiently (including servicing of rolloff containers). Garbage collection equipment and recycling collection equipment shall be kept clean, sanitary, neat in appearance, and in good repair at all times. Contractors shall at all times have available to them reserve equipment which can be put into service and operation within two (2) hours of any breakdown. Such

reserve equipment shall substantially correspond in size and capability to the equipment normally used by Contractors to perform their duties hereunder.

6.10 Quantities of Solid Waste and Recyclable Materials: Contractors represent and warrant that they have reviewed the City's collection records and understand that, at certain times during the year, the quantity of refuse and recyclable materials to be disposed of (including refuse in rolloff containers) is materially increased by the influx of visitors. Contractors agree that seasonal fluctuation will not be justification for Contractors to fail to maintain the required collection schedules and routes or to justify a rate increase.

6.11 Disposal at a Solid Waste Disposal Facility: Contractors hereby represent and warrant to the City that all solid waste collected by them under this Agreement (including rolloff containers) shall be disposed of only at a duly licensed and permitted solid waste disposal facility (as defined herein). The City reserves the right to approve or disapprove said facility. In the event Contractors relocate solid waste collected hereunder from an existing solid waste disposal facility to another, other than on a temporary basis, Contractors shall notify City in writing, within ten (10) days, and Contractors shall also, within said ten (10) day period, provide the City with the licenses and permits for said new facility.

7. SOLID WASTE COLLECTION/DISPOSAL PROGRAM

7.1 Contractors shall provide solid waste collection services to City facilities, parks, litter cans in the public right of way, and City-owned and/or other public property(ies) within the City limits of Miami Beach, and as more specifically set forth in Exhibit "A", attached and incorporated herein.

8. **ROLLOFF WASTE CONTAINER PROGRAM**

8.1 Contractors shall place and service rolloff containers, as specifically set forth in Exhibit "A" hereto. Prior to placing any rolloff container, Contractors shall obtain the required license(s) and permit(s) from the City Manager, as required pursuant to Chapter 90 of the Miami Beach City Code. A copy of the current permit application, as may be amended from time to time, is attached hereto and incorporated herein as Exhibit "B".

8.2 Frequency of Collection: Contractors shall service all rolloff containers, as provided in Exhibit "A" hereto.

9. **COLLECTION OF RECYCLABLE MATERIALS**

9.1 Scope of Work: Contractors shall provide recycling collection services to City facilities, parks, recycling containers in the public right of way, and City-owned and other public property(ies) within the City limits of Miami Beach, as specifically set forth in Exhibit "A" hereto.

9.2 Frequency of Collection: Contractors shall service all recycling containers as provided in Exhibit "A" hereto.

10. **CONTRACTORS' PERSONNEL**

10.1 Contractors' Officer(s): Contractors shall each assign a qualified person or persons to supervise the operations within the Collection Area. Contractors shall give the names of these persons to the City. Information regarding each person's experience and qualifications shall also be furnished. Supervisory personnel must be available for consultation with the City Manager or the City Manager's designee within a reasonable, practicable time, upon receiving notice of a request for such consultation. The supervisor(s) shall operate a vehicle which is radio equipped.

- 10.2 Conduct of Employees: Contractors shall see to it that their employees serve the public in a courteous, helpful and impartial manner. No trespassing by employees will be permitted nor crossing property of neighboring premises unless residents or owners of both such properties have given permission in writing. Care shall be taken to prevent damage to property including, without limitation, cans, carts, racks, trees, shrubs, flowers, and other plants. Each vehicle operator shall, at all times, carry a valid driver's license for the type of vehicle that is being driven. Contractors shall provide operation and safety training for all personnel.
- 10.3 Nondiscrimination: Contractors and the City agree that Contractors' compliance with the City's Human Rights Ordinance, codified in Chapter 62 of the City Code, as may be amended from time to time, shall be a material term of this Agreement. Pursuant to the Human Rights Ordinance, Contractors shall not unlawfully discriminate against their employees, on the basis of race, color, national origin, religion, sex, intersexuality, gender identity, sexual orientation, marital and familial status, age, or disability.
- 10.4 Employee Uniform Regulations: Contractors' employees shall wear a uniform or shirt bearing the company's name. Contractors shall furnish to each employee an identifying badge, not less than two and one-half (2 ½") inches in diameter, with numbers and letters at least one (1") inch high, uniform in type. Employees shall be required to wear such badges while on duty. Lettering stitched on or identifying patches permanently attached to uniform shirts and jackets will be acceptable. Contractors shall keep a record of employees' names, numbers and route assignments in a manner to allow identification of employees at all times. Contractors shall provide a current employee list(s) to the City within twenty-four (24) hours of written notice from the City.

10.5 Compliance with State, Federal, County and City Law: Contractors shall comply with all applicable City (including, without limitation, Chapter 90 of the Miami Beach City Code, as amended from time to time), Miami-Dade County, State of Florida, and Federal laws, as may be now or hereinafter in effect.

10.6 Fair Labor Standards Act: Contractors are required and hereby agree, by execution of this Agreement, to pay all employees not less than the greater of the Federal or Florida minimum wage and to abide by other requirements, as established by the United States Congress in the Fair Labor Standards Act, as amended from time to time.

11. **CONTRACTORS' OFFICE**

Contractors shall each provide, at their expense, a suitable office located within, or in close proximity to, Miami-Dade County, open between 8:00 A.M. and 5:00 P.M., Monday through Friday, with a telephone number where complaints shall be received, recorded and handled during normal working hours of each week, and shall provide for prompt handling of emergency complaints and all other special calls in accordance with Section 14 hereof. The office shall include recording equipment for receipt and logging of off-hours calls.

Notification to City: Contractors shall notify the City, in writing, about complaint procedures, rates, and regulations.

12. **CONTRACTORS' PERFORMANCE**

Contractors' performance pursuant to this Agreement shall be supervised by the City Manager or the Authorized Representative. If at any time during the term of the Agreement, performance is considered unsatisfactory by the City Manager or the Authorized Representative, Contractors shall immediately take all steps necessary and implement such procedures as required to properly perform under the Agreement,

including, without limitation, increasing the workforce, tools, and equipment. The failure of the City Manager or the Authorized Representative to give such notification shall not relieve Contractors of their obligation to perform all work at the time and in the manner specified by the Agreement.

Contractors shall furnish the City Manager or the Authorized Representative with any information relating to the Agreement, in order for the City to ascertain whether or not the work, as performed, is in accordance with the requirements of the Agreement.

The City Manager may appoint qualified persons to inspect Contractors' operation and equipment at any reasonable time, and Contractors shall admit authorized representatives of the City to make such inspections at any reasonable time and place.

The failure of the City at any time to require performance by Contractors of any provision herein shall in no way affect the right of the City thereafter to enforce same, nor shall waiver by the City of any breach of provisions herein be taken as or held to be a waiver of any breach of such provision or as a waiver of any provision itself.

13. **COOPERATION/COORDINATION**

The City and its authorized representatives shall at all reasonable times be permitted free access to every reasonable facility for the inspection of all work, equipment and facilities of Contractors.

Contractors shall cooperate with authorized representatives of the City in every way in order to facilitate the quality and progress of the work contemplated under this Agreement. Contractors shall have at all times a competent and reliable English speaking representative on duty authorized to receive orders and to act for Contractors in case of their absence.

14. **COMPLAINTS AND COMPLAINT RESOLUTION**

14.1 Complaints: Contractors shall prepare (in accordance with a format approved by the City Manager or his Authorized Representative) and maintain a register of all complaints and indicate the disposition of each complaint. Complaints shall be identified and such record shall be available for City inspection at all times during business hours. The form shall indicate the date and time on which the complaint was received and the date and time on which it was resolved. All complaints shall be addressed within a 24 hour period, except when a complaint is received after 12:00 noon on the day preceding a holiday, or on a Saturday or Sunday, in which case the complaint shall be addressed on the next working day. Legitimacy of challenged complaints shall be determined on the basis of a joint inspection by the City Manager or the Authorized Representative and a representative of Contractor(s). Disputes shall be referred to the City Manager or his Authorized Representative, whose decision shall be final.

14.2 Dispute about Collection of Certain Items: It is recognized that disputes may arise between the City and Contractors with regard to the collection of certain items due to disputes over interpretation of language in this Agreement. The City Manager or his Authorized Representative may from time to time contact Contractors by telephone and/or facsimile to remove such items. Should Contractors fail to remove the items within twenty-four (24) hours from the time of notification, the City may remove such items, and all costs incurred by the City shall be reimbursed by Contractors. If the City determines that this Agreement does not require Contractors to collect and remove the disputed refuse, the Contractors shall be entitled to reimbursement.

15. **SUBCONTRACTORS/ASSIGNMENT**

Subcontracting or assignment of this Agreement will not be permitted, whether in whole or in part, without the prior written consent of the City Commission.

16. **INSURANCE AND INDEMNIFICATION**

16.1 Indemnification: Each Contractor hereunder agrees to indemnify and hold harmless the City of Miami Beach, and its officers, employees and agents, from and against any and all actions, claims, liabilities, losses, and expenses, including, but not limited to, attorneys' fees, for personal, economic or bodily injury, wrongful death, loss of or damage to property, at law or in equity, which may arise or be alleged to have arisen from the negligent acts, errors, omissions or other wrongful conduct of said Contractor, its employees, agents, sub-contractors, or any other person or entity acting under said Contractor's control, in connection with said Contractor's performance of work pursuant to this Agreement and, to that extent, said Contractor shall pay all such claims and losses and shall pay all such costs and judgments which may issue from any lawsuit arising from such claims and losses, and shall pay all costs and attorneys' fees expended by the City in the defense of such claims and losses, including appeals.

Each Contractor's obligation under this Section shall not include the obligation to indemnify the City of Miami Beach and its officers, employees and agents, from and against any actions or claims which arise or are alleged to have arisen from negligent acts or omissions or other wrongful conduct of the City and its officers, employees and agents. The parties each agree to give the other party or parties prompt notice of any claim coming to its knowledge that in any way directly or indirectly affects the other party or parties.

16.2 Insurance Required:

- (a) Each Contractor must maintain, throughout the Term of this Agreement, the following insurance coverage:
 - (1) Commercial general liability, in the amount of \$1,000,000.00 per occurrence, for bodily injury and property damage. This policy must include coverage for contractual liability. The City of Miami Beach Florida must be named as an additional insured on this policy.
 - (2) Automobile liability, in the amount of \$1,000,000.00 per occurrence, for bodily injury and property damage, covering all vehicles owned, leased or used by the Contractor within the limits of the City. The City of Miami Beach, Florida, must be named as an additional insured on this policy.
 - (3) Workers' compensation and employer's liability, as required under Florida law.
- (b) All companies providing insurance shall be authorized to do business in the State of Florida and rated B+ or better by Best's Key Rating Guide, latest edition.
- (c) No change or cancellation of this insurance shall be made without thirty (30) days' written notice to the City's Risk Manager.
- (d) It is understood and agreed that all policies of insurance provided by the Contractor are primary coverage to any insurance or self-insurance the City possesses that may apply to a loss resulting from the work performed by Contractors pursuant to this Agreement.

- (e) All policies issued to cover the insurance requirements under this subsection shall provide full coverage from the first dollar of exposure. No deductibles will be allowed in any policies issued pursuant to this section unless specific safeguards have been established to assure an adequate fund for payment of deductibles by the insured and approved by the City's Risk Manager.
- (f) As evidence of the above coverage, Contractors must provide original certificates of insurance to the City's Risk Manager, and these must be approved by the Risk Manager prior to commencement of services herein. Contractor must submit a new certificate evidencing continuing or replacement coverage prior to the expiration date of the insurance policies and must submit annually certified copies of the liability coverage herein.
- (g) Any deviation from these requirements must be approved by the City's Risk Manager. The City reserves the right to increase the kinds and amounts of insurance coverage required if the City, in its sole discretion, deems such increase necessary to protect the City.

17. **DAMAGE TO OR DESTRUCTION OF EQUIPMENT**

If any item of equipment is damaged, destroyed, or stolen by an event which is covered by insurance, Contractors shall utilize the insurance proceeds to repair or replaces said equipment. If the insurance proceeds are insufficient or the equipment has been damaged or destroyed by an uninsured casualty, Contractors shall invest the additional funds needed to repair or replace the equipment.

18. **EVENTS OF DEFAULT BY CONTRACTORS**

Each of the following events or conditions shall constitute an event of default by a Contractor:

- (a) Any material failure by such Contractor to perform or comply with terms and conditions of this Agreement, if said failure continues for thirty (30) days after written notice to such Contractor demanding that such failure be cured.
- (b) Filing by or against such Contractor of a bankruptcy, receivership, assignment for the benefit of creditors, liquidation, dissolution, composition or reorganization petition, or other insolvency proceeding.
- (c) Any failure by such Contractor to perform, or any abandonment by such Contractor of, the work or services set forth in this Agreement for a period of seven (7) days or more, during the term of this Agreement.
- (d) Any finding by the City that any representations or warranties furnished by such Contractor in this Agreement are found to be false or misleading in any material respect when made.
- (e) Any breach of the Franchise Agreement.

19. **REMEDIES UPON DEFAULT BY CONTRACTORS**

In the event of default by a Contractor, the City may, without election of remedies:

- a) Without recourse to legal process, immediately terminate the Agreement by delivery of a Notice declaring termination (which shall become effective upon receipt by such Contractor), whereupon such Contractor shall, at its sole cost, remove all equipment;
- b) Exercise all remedies available at law or at equity or other appropriate proceedings including bringing an action or actions from time to time for

recovery of amounts due and owing to the City, and/or for damages which shall include all costs and expenses reasonably incurred in exercise of its remedy, and/or for specific performance; and

- c) Terminate such Contractor's Franchise Agreement pursuant to the provisions for termination of same, as provided in Chapter 90 of the City Code.

20. **TERMINATION FOR CONVENIENCE BY THE CITY**

THE CITY COMMISSION, IN ADDITION TO THE RIGHTS AND OPTIONS TO TERMINATE SET FORTH IN SECTION 19 OR IN ANY OTHER PROVISION SET FORTH IN THIS AGREEMENT, RETAINS THE RIGHT TO TERMINATE THIS AGREEMENT, IN WHOLE OR IN PART, AT ITS SOLE OPTION AND DISCRETION AT ANY TIME DURING THE TERM HEREIN, FOR CONVENIENCE, WITHOUT CAUSE, AND WITHOUT PENALTY.

Said termination for convenience shall become effective thirty (30) days following receipt by Contractors of a written termination notice. Contractors herein agree that upon termination for convenience there shall be no further liability to the City, nor shall the City have any further responsibilities or obligations to Contractors hereunder.

21. **GOVERNING LAW AND EXCLUSIVE VENUE**

This Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida, both substantive and remedial, without regard to principles of conflict of laws. The exclusive venue for any litigation arising out of this Agreement shall be Miami-Dade County, Florida, if in state court, and the U.S. District Court, Southern District of Florida, if in federal court. BY ENTERING INTO THIS AGREEMENT, CITY AND CONTRACTORS EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY

MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO,
OR ARISING OUT OF THIS AGREEMENT.

22. **LIMITATION OF CITY'S LIABILITY**

The City desires to enter into this Agreement only if in so doing the City can place a limit on the City's maximum liability for any cause of action for money damages due to an alleged breach by the City of this Agreement, so that its liability for any such breach never exceeds the sum of \$10,000.00. Contractors hereby express their willingness to enter into this Agreement with recovery from the City for any damage action for breach of contract to be limited to a maximum amount of \$10,000.00.

Accordingly, and notwithstanding any other term or condition of this Agreement, Contractors hereby agree that the City shall not be liable to Contractors for damages in an amount in excess of \$10,000.00 in any action or claim for breach of contract arising out of the performance or non-performance of any obligations imposed upon the City by this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed upon City's liability as set forth in Section 768.28, Florida Statutes.

23. **REPRESENTATIONS AND WARRANTIES OF CONTRACTORS.**

Each Contractor warrants and represents to the City that:

- a) It has all requisite power, authority, licenses, permits, and franchises, corporate or otherwise, to execute and deliver this Agreement and perform its obligations hereunder.
- b) Its execution, delivery, and performance of this Agreement has been duly authorized by, or is in accordance with, its organic instruments; this Agreement has been duly executed and delivered for it by the signatories

so authorized; and this Agreement constitutes its legal, valid and binding obligation upon each Contractor.

- c) Its execution, delivery, and performance of this Agreement will not result in a breach of violation of, or constitute a default under, any agreement, lease or instrument to which it is a party or by which it or its properties may be bound or affected.
- d) It has not received any notice, nor to the best of its knowledge is there pending or threatening any notice of any violation of any applicable laws, ordinances, regulations, rules, decrees, awards, permits or orders which would materially or adversely affect its ability to perform hereunder.
- e) It has, or will have, under its control as of the Commencement Date, all equipment, machinery, manpower, and as necessary, to perform under the Agreement.

24. **COMPLIANCE WITH LAW AND STANDARD PRACTICES**

Contractors shall perform their obligations hereunder in compliance with any and all applicable Federal, State, and local Miami-Dade County and City laws, rules, and regulations, in accordance with sound labor and safety practices, and in compliance with any and all rules of the City relative to the work. Contractors shall be responsible for obtaining any and all government permits, consents, and authorizations, as may be required, to perform their obligations hereunder, prior to the Commencement Date.

25. **TAXES, LIENS AND FEES**

At all times during the term of this Agreement, Contractors shall pay, on or before the due date, all taxes, fees, and assessments which may be levied upon them, their equipment, or their operations, including, without limitation, any commercial personal property taxes, sales taxes, and intangible taxes, and Contractors shall pay, on or before

the due date, any other charge of any character which they may incur or which may be imposed by any public authority as an incident to title to, ownership of, or operation of the equipment. In the event that any lien or encumbrance of any nature relating to any Contractor's equipment or the operation or maintenance thereof is filed upon the City, such Contractor shall have thirty (30) days from the date written notice by City to have such lien or encumbrance bonded off or discharged.

26. **NOTICES AND CHANGES OF ADDRESSES**

All "Notices" to be given by any party to another party shall be in writing and must be either delivered or mailed by registered or certified mail, return receipt requested, to the following addresses:

To City: CITY OF MIAMI BEACH
CITY MANAGER'S OFFICE
1700 CONVENTION CENTER DRIVE
MIAMI BEACH, FLORIDA 33139
ATTENTION: MARK TAXIS
ASSISTANT CITY MANAGER

WITH A COPY TO AUTHORIZED REPRESENTATIVE:

CITY OF MIAMI BEACH
SANITATION DIVISION
1700 CONVENTION CENTER DRIVE
MIAMI BEACH, FLORIDA 33139
ATTENTION: ALBERTO ZAMORA
DIVISION DIRECTOR

To Contractors: PROGRESSIVE WASTE SOLUTIONS OF FL, INC.
3840 NORTHWEST 37 COURT
MIAMI, FLORIDA 33142
ATTENTION: DAMIAN RIBAR
GENERAL MANAGER

SOUTHERN WASTE SYSTEMS, LLC
2380 COLLEGE AVENUE
DAVIE, FLORIDA 33317
ATTENTION: TONY BADALA
GENERAL MANAGER

WASTE MANAGEMENT INC. OF FLORIDA
2125 NORTHWEST 10 COURT
MIAMI, FLORIDA 33127
ATTENTION: JASON NEAL
GOVERNMENT AFFAIRS DIRECTOR

or such other addresses as a party may hereinafter designate by a Notice to the other parties. Notices are deemed delivered or given and become effective upon mailing if mailed as aforesaid and upon actual receipt if otherwise delivered.

27. **NO WAIVER**

The failure of Contractors or the City to insist upon the strict performance of the terms and conditions hereof shall not constitute or be construed as a waiver or relinquishment of either party's right to thereafter enforce the same in accordance with this Agreement in the event of a continuing or subsequent default on the part of Contractors or the City.

28. **SEVERABILITY**

In the event that any clause or provision of this Agreement or any part thereof shall be declared invalid, void, or unenforceable by any court having jurisdiction, such invalidity shall not affect the validity or enforceability of the remaining portions of this Agreement.

29. **ASSIGNMENT**

The selection of Contractors as the service providers under this Agreement is based upon each Contractor's respective experience, capability, and financial ability to perform the work. Contractors shall not assign, delegate or subcontract any of the rights or obligations under this Agreement without the prior written consent of the City Commission.

30. **COMPLETE AGREEMENT**

This Agreement, when executed, together with all exhibits attached hereto as provided for by this Agreement, shall constitute the entire Agreement between both parties and this Agreement may not be amended, modified or terminated except by a writing signed by the parties hereto. Upon execution of this Agreement, the prior Service Agreement, with

a Commencement Date of October 1, 2008, which was authorized by Resolution No. 2009-27020, and any amendments thereto, is hereby deemed terminated and shall be of no further force or effect, except as to those provisions under the prior Service Agreement, which were expressly intended to survive.

31. **FURTHER DOCUMENTS**

The parties shall execute and deliver all documents and perform all further acts that may be reasonably necessary to effectuate the provisions of this Agreement.

32. **INDEPENDENT PARTIES**

Nothing contained in this Agreement shall be deemed or construed for any purpose to establish, between City and Contractors, a partnership or venture, a principal agent relationship, or any relationship other than property owner and independent contractors.

33. **TIME OF THE ESSENCE**

Time is of the essence with respect to each and every term and condition of this Agreement.

34. **FLORIDA PUBLIC RECORDS LAW**

Pursuant to Section 119.0701 of the Florida Statutes, if any contractor meets the definition of "Contractor" as defined in Section 119.0701(1)(a), said Contractor shall:

- (a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service;
- (b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law;
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and
- (d) Meet all requirements for retaining public records and transfer to the City, at no cost to the City, all public records created, received,

maintained and/or directly related to the performance of this Agreement that are in possession of the Contractor upon termination of this Agreement. Upon termination of this Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

For purposes of this Article, the term "public records" shall mean all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business of the City.

Contractor's failure to comply with the public records disclosure requirement set forth in Section 119.0701 of the Florida Statutes shall be a breach of this Agreement.

In the event the Contractor does not comply with the public records disclosure requirement set forth in Section 119.0701 of the Florida Statutes, the City may, at the City's sole discretion, avail itself of the remedies set forth under this Agreement and available at law.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed
by their appropriate officials, as of the date first entered above.

FOR CITY:

CITY OF MIAMI BEACH, FLORIDA

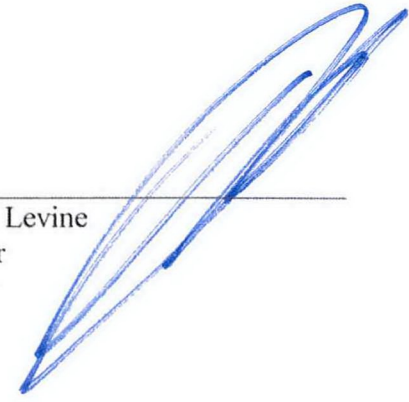
ATTEST:

By:

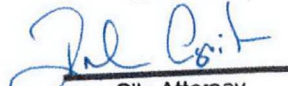

Rafael E. Granado
City Clerk

1/20/15




Philip Levine
Mayor

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION


City Attorney

12-10-14
Date

NK

FOR CONTRACTOR:

**PROGRESSIVE WASTE SOLUTIONS
OF FL, INC., a Delaware corporation
authorized to conduct business in the
State of Florida**

ATTEST:

By:



~~XXXXXXXXXXXX~~ Amy J. Hochberger
~~XXXXXXXXXXXX~~ Asst. Secretary



~~XXXXXXXXXXXX~~ Thomas J. Fowler
~~XXXXXXXXXXXX~~ Vice President

FOR CONTRACTOR:

**SOUTHERN WASTE SYSTEMS, LLC,
a Florida limited liability company**

**By: Southern Waste Systems Holdings,
LP, a Florida limited partnership, its
Manager**

**By: Southern Waste Holdings
Management, LLC, a Delaware limited
liability company, the general partner of
Southern Waste Systems Holdings, LP**

ATTEST:

By:


Witness

John CASAGRANDE
Print Name

VP Business Development
Print Title


Charles Gusmano
Manager for Southern Waste Holdings
Management, LLC

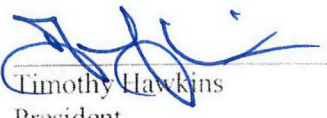
FOR CONTRACTOR:

WASTE MANGEMENT INC. OF
FLORIDA, a Florida corporation

ATTEST:

By:



Ronald Kaplan
Assistant Secretary

Timothy Hawkins
President

EXHIBIT A

ADDITIONAL PUBLIC SERVICES TO BE PROVIDED

Throughout the Term of the Service Agreement, Contractors shall provide the City with the following additional services and public benefits.

1. Provide Municipal Solid Waste and Recycling Services as referenced (Municipal Solid Waste and Recycling pick up at City owned facilities). The service provided by each Contractor shall be determined by each Contractor's current Market Share.
2. Pick-up and disposal of all City owned litter cans in the public right of way and City parks. Contractors shall provide service seven (7) days a week; service is to be provided before 11AM. (Exceptions: litter cans located on or in Lincoln Road, Ocean Drive, Washington Ave. from 5th St to Lincoln Road, the beach walk, South Pointe Park, and Open Space Park. City crews shall service these litter cans.) The service provided by each Contractor shall be determined by each Contractor's current Market Share.
3. Pick-up and disposal of all City-owned recycling cans in the public right-of-way and City parks (services shall be provided two times per week). (Exceptions: Recycle cans located on or in Lincoln Road, Ocean Drive, Washington Ave. from 5th St to Lincoln Road, the beach walk, South Pointe Park, and Open Space Park. City crews shall service these Recycle cans.) The service provided by each Contractor shall be determined by each Contractor's current Market Share.
4. Contractors shall provide additional support for special events by collectively, in equal shares, providing the City with a total of fifteen (15) twenty-cubic-yard rolloff containers (five rolloff containers per Contractor per year), and one hundred (100) event boxes per Contractor per year. Event boxes are to be delivered to the Sanitation Division yard. Rolloff containers to be provided will be distributed equally amongst the Contractors.
5. On October 1st of each year during the Term of the Service Agreement, the Contractors shall collectively provide funding, in the amount of Thirty Thousand dollars (\$30,000), to the City for two (2) hazardous material pickup events per year. These two events shall be managed by the City, at sites to be specified and approved by the City Manager. The proportionate amount due by each Contractor shall be determined by each Contractor's current Market Share.
6. On October 1st of each year during the Term of the Service Agreement, Contractors shall collectively provide the City with an annual cash contribution, which sum shall be equivalent to the latest and most current purchase price of twenty five (25) of the urban style recycling containers utilized by the City. The proportionate amount due by each Contractor shall be determined by each Contractor's respective current Market Share. (The actual price in 2013 was \$1,200.00 per can.)

7. On October 1st of each year during the Term of the Service Agreement, the Contractors shall collectively provide funds, in the total sum of eight thousand dollars (\$8,000.00), to the City for security services for the "Wasteful Weekend" event at each of the sites where the event is held in the City each month. The proportionate amount due by each Contractor shall be determined by their respective current Market Share. (The actual annual cost for 2013 was \$8,000.00)
8. During the Term, each Contractor shall pay to the City one and one half percent (1.5%) of its Gross Receipts in the City, to be used by the City to establish a fund for implementation of sustainable initiatives in the City of Miami Beach (which initiatives shall be as approved by the City Commission, in its sole and reasonable discretion). This contribution will be payable and due at the time of, and in conjunction with, Contractors' franchise fee payments to the City.
9. On October 1st of each year during the Term, the Contractors shall pay to the City, collectively, in equal shares, the sum of \$75,000 (\$25,000.00 per Contractor) per year, to support educational programs in the City. The City Commission, in its sole and reasonable discretion, shall determine the time, place, and manner of such programs.
10. On October 1st of each year during the Term, the Contractors shall collectively pay to the City the amount of \$400,000. The proportionate amount due by each Contractor shall be determined by each Contractor's current Market Share. These funds will be used to offset costs incurred by the Sanitation Division's efforts to eradicate illegal dumping.
11. On October 1st of each year during the Term, the Contractors collectively, in equal shares, shall pay to the City the sum of twenty five thousand dollars (\$25,000) per year (\$8,333.34 per Contractor), to support environmental programs in the City. The City Commission, in its sole and reasonable discretion, shall determine the time, place, and manner of such programs.

In-Kind Service

Facility	Location	#	Container Description	Freq	Service Provider
555 Bldg	555 17 th St.	2	90 gal RCT	1 times/wk	PWS
555 Bldg	555 17 th St.	2	90 gal totes	5 times/wk	PWS
Bass Museum	2121 Park Ave.	3	90 gal totes	7 times/wk	PWS
Bass Museum	2121 Park Ave.	2	6yd can	7 times/wk	PWS
Bass Museum	2121 Park Ave.	2	90 gal RCT	2 times/wk	PWS
Botanical Garden	2000 Convention Ctr. Dr.	1	95 gal RCT	1 time/wk	PWS
CIP	777 17 th St.	3	90gal RCT	1 time/wk	WM
City Hall	1700 Convention Ctr. Dr.	1	4yd can	5 times/wk	PWS
City Hall	1700 Convention Ctr. Dr.	1	2yd can	1 times/wk	WM
City Hall	1700 Convention Ctr. Dr.	10	.5 gal RCT	2 times/wk	WM
Fire Station #1	1051 Jefferson Ave.	4	95 gal totes	MWF	PWS
Fire Station #1	1051 Jefferson Ave.	1	90 gal RCT	1 time/wk	PWS
Fire Station #2	2300 Pine Tree Dr.	2	90 gal RCT	1 time/wk	PWS
Fire Station #2	2300 Pine Tree Dr.	1	4yd RCT	1 time/wk	WM
Fire Station #2	2300 Pine Tree Dr.	1	4yd can	1 time/wk	WM
Fire Station #2	2300 Pine Tree Dr.	5	95 gal totes	MWF	PWS
Fire Station #3	5303 Collins Ave.	4	95 gal totes	MWF	PWS
Fire Station #3	5303 Collins Ave.		Recycling	TBD	
Fire Station #3	5303 Collins Ave.	1	90 gal totes	1 time/wk	PWS
Fire Station #4	6860 Indian Creek Dr.	2	95 gal totes	MWF	PWS
Fire Station #4	6860 Indian Creek Dr.		Recycling	TBD	
Flamingo Park	999 11 th St.		Recycling	TBD	WM
Garden Ctr. Conserv	2000 Convention Ctr. Dr.	1	1yd can	5 times/wk	PWS
Green Waste Facility	2800 Meridian Ave.	1	20yd rolloff	6 times/wk	PWS
Green Waste Facility	2800 Meridian Ave.	2	20yd rolloff	3 times/wk	PWS
Log Cabin	8128 Collins Ave.	1	2yd can	5 times/wk	WM
MB Golf Course	2301 Alton Rd.	1	6yd can	7 times/wk	WM
MB Golf Course	2301 Alton Rd.	4	90gal RCT	2 times/wk	PWS
MB Ocean Rescue	7940 Collins Ave.	4	95 gal totes	MWF	PWS
MPMP Garage Struct	Back of City Hall	4	90 gal	1 time/wk	PWS
N. Shore Open Space Park	73 rd & Collins Ave. (350 73 rd St.	1	2yd can	6 times/wk	WM
N. Shore Tennis Ctr.	73 rd St. & Harding Ave.	1	3yd can	6 times/wk	WM
N. Shore Tennis Ctr.	73 rd St. & Harding Ave.	4	90 gal totes	5 times/wk	PWS
N. Shore Tennis Ctr.	73 rd St. & Harding Ave.		Recycling	TBD	WM
Open Space	79 th St & Collins Ave	2	6yd can	7 times/wk	WM
Normandy Shore Golf	2401 Biarritz Dr.	1	20yd rolloff	3 times/wk	WM
Ocean & 10 th St.	10 th & Ocean Dr. Hard pack	1	30yd rolloff	7 times/wk	PWS
Old City Hall	1130 Washington Ave.	2	90 gal RCT	1 time/wk	WM
Old City Hall	1130 Washington Ave.		Bags	5 times/wk	WM
PAL	999 11 th St.		Recycling	TBD	
Parking Dept	1833-37 Bay Rd.	1	20yd rolloff	On Call	PWS
Parking Garage	7 th St. & Collins Ave.	4	90gal totes	7 times/wk	PWS

Parking Garage	17 th St. & Penn Ave (640 17 th St.)	1	8yd can	7 times/wk	WM
Parks Division	2100 Meridian Ave.	1	6yd can	5 times/wk	WM
Parks Division	2100 Meridian Ave.	1	30yd rolloff	3 times/wk	PWS
21 st St. Rec. Ctr.	2100 Washington Ave.	2	90gal RCT	1 time/wk	PWS
21 st St. Rec. Ctr.	2100 Washington Ave.	4	90 gal totes	5 times/wk	PWS
Police Station	1100 Washington Ave.	7	.5 totes	7 times/wk	WSI
Police Station	1100 Washington Ave.	4	.5 gal RCT	2 times/wk	PWS
Police Station	7030 Trouville Esplanade	1	2yd can	3 times/wk	PWS
PD N. Sub-Station	6840 Indian Creek Dr.	1	95 gal RCT	1 time/wk	PWS
PD N. Sub-Station	6840 Indian Creek Dr.	1	2yd can	4 times/wk	WM
Property Mgmt	1245 Michigan Ave.	1	2yd can	5 times/wk	WM
Property Mgmt	1245-55 Michigan Ave.	1	4yd can	5 times/wk	WM
Property Mgmt	1245 Michigan Ave.	1	20yd rolloff	On Call	PWS
Property Mgmt	1245 Michigan Ave.	2	.5 gal RCT	2 times/wk	WSI
Public Works Yard	451 Dade Blvd	1	4yd can	5 times/wk	WM
Public Works Yard	451 Dade Blvd	1	30yd rolloff	1 time/wk & on call as needed	WM
Public Works Yard	451 Dade Blvd		Recycling	TBD	
Sanitation Yard	140 MacArthur Causeway	1	20yd rolloff	3 times/wk	PWS
Sanitation Yard	140 MacArthur Causeway	1	4yd can	5 times/wk	PWS
Sanitation Yard	140 MacArthur Causeway	4	90 gal RCT	1 time/wk	PWS
S. Shore Comm Ctr.	833 6 th St.	1	4yd can	MWFS	WM
Stash Site	7986 Collins Ave.	1	6yd can	7 times/wk	WM
Wasteful Weekend	75 th St. & Dickens Ave.	1	20yd rolloff	1 mo	WM
Wasteful Weekend	6 th St. & Meridian Ave.	2	20yd rolloff	1 mo	PWS
Youth Ctr. N. Shore	2700 Sheridan Ave.	1	4yd can	5 times/wk	WM
Youth Ctr. N. Shore	2700 Sheridan Ave.	6	90 gal RCT	2 times/wk	WM
ECOMB	201 2 nd St.	2	90gal RCT	Monday	WM
Flamingo Tennis Ctr	1245 Michigan Ave.	2	90gal RCT	Monday	WM
1755 Meridian Ave.	1755 Meridian Ave.	1	4yd can	5 times/wk	PWS
1755 Meridian Ave.	1755 Meridian Ave.	4	90 gal RCT	2 times/wk	WM

Litter Can Routes City Wide

Area	Direction	#	Container Description	Freq	Service Provider
North Beach	63 rd Street to City Limits	196	Litter Cans	7 times/wk	PWS
Mid Beach	Dade Blvd to 63 rd St.	218	Litter Cans	7 times/wk	PWS
South Beach	S. Point to Dade Blvd.	521	Litter Cans	7 times/wk	WM

Service Providers: PWS = Progressive Waste Solutions
SWS = Southern Waste Systems
WM = Waste Management

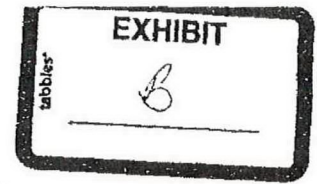
RCT = Recycling Totes



MIAMI BEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

PUBLIC WORKS Sanitation Division
Tel: 305-673-7616, Fax: 305-673-7627



PERMIT APPLICATION FOR PRIVATE GARBAGE & RECYCLING COLLECTION

DATE _____

LOCATION : _____ OCCUPATIONAL LICENSE _____

NAME OF BUILDING: _____

TYPE OF BUILDING: APTS. _____ # _____ / HOTEL _____ # OF ROOMS _____

COMMERCIAL: _____ SQ.FT _____ / RESTAURANT _____ # OF CHAIRS _____

OWNER/AGENT/MANAGER: _____ PHONE _____

ADDRESS: _____

CONTRACTOR: _____ LICENSE # RL _____

ADDRESS: _____ PHONE _____

GARBAGE SERVICE: _____ C.YDS. EXACT LOCATION: _____

_____ TIMES PER WEEK. / DAYS OF WEEK _____
S M T W TH F SA

RECYCLING SERVICE: _____ C.YDS. EXACT LOCATION: _____

_____ TIMES PER WEEK. / DAYS OF WEEK _____
S M T W TH F SA

TERMS AND CONDITIONS FOR PRIVATE GARBAGE COLLECTION PER CHAPTER 90 OF THE CODE OF THE CITY OF MIAMI BEACH

A permit for Private Garbage & Recycling Collections will be issued after the provisions of Chapter 90 of the Code of the City of Miami Beach, Dade County, Florida have been complied and after verification of no outstanding debts with the Billing Division of the City of Miami Beach, Florida. The City of Miami Beach reserves the right to continue the Billing for Waste Service until the permit is issued.

Dumpster(s) shall be placed and kept on the location approved by the office of the Sanitation Director who will forward to the applicants, all the information regarding this application.

The Contractor shall not deliver and place dumpster(s) for service prior to the issuance of such permit per Section 90-193 of the Code of the City of Miami Beach, Florida.

Any change in the container's location or service requires the submission of a new Private Garbage or Recycling Permit Application.

NOTE: Persons or firms who violate the above provisions shall be subject to penalties and may be fined.

WE HEREBY AGREE to all the above terms under this application.

APPLICANT

HAULER

PRINT NAME

PRINT NAME

MIAMI BEACH

COMMITTEE MEMORANDUM

TO: Finance and Citywide Projects Committee Members

FROM: Jimmy L. Morales, City Manager

DATE: June 28, 2019

SUBJECT: **DISCUSS THE MAY 21, 2019 YOUTH COMMISSION MOTION OF PARTICIPATING IN THE LEGISLATIVE ACTION DAYS YOUTH COUNCIL**

KEY INTENDED OUTCOME:

Achieve Educational (K-12) Excellence

HISTORY:

At the May 21, 2019 Youth Commission meeting, the following motion was made:

The Youth Commission requests the Miami Beach Mayor and Commission allocate the budget of \$5,000 for the Youth Commission to participate in the Legislative Action Days Youth Council program to become educated about City government along with represent and articulate the needs of youth within the Miami Beach community.

ANALYSIS:

The Florida League of Cities invites youth councils to visit Tallahassee with Miami Beach elected officials during Legislative Action Days. The two-day program, usually in January, will tour Tallahassee and give youth an opportunity to learn more about municipal government at Florida's capital city. Youth will also tour the supreme court, governor's mansion, visit the Florida Capitol and more.

The purpose of the Miami Beach Youth Commission is to provide the youth of Miami Beach with a vehicle to learn about government, participate in the process of City government, represent and articulate the needs of youth in the City, and provide recommendations to the Mayor and City Commissioners on issues and programs affecting the youth and teen population in the City.

There are currently approximately 11,000 youth under the age of 18 residing in the City of Miami Beach.

ATTACHMENTS:

Description	Type
☐ Sample Agenda	Memo
☐ Sample Flight Costs	Memo

2019 LEGISLATIVE ACTION DAY SCHEDULE

Florida League of Cities Youth Council Civic Education Day 1 Tuesday, March 26, 2019	
Time: 9:30 a.m. to 10:30 a.m.	Meet at Tallahassee City Hall "Tallahassee Room" 300 S Adams St, Tallahassee, FL 32301 <u>Registration and program overview: How Can We Be Heard? *</u> Dr. Scott Paine *Chaperones will have a separate program.
Time: 10:30 a.m. to 11:30 p.m.	<u>How Can We Be Heard? Obstacles and a Method</u> Youth will begin with a brainstorming session about obstacles that confront youth in seeking to be heard on matters of public concern. Then youth will learn how to run an Open Space meeting. And the meeting space begins, with topics and discussion driven entirely by the topics youth want to discuss.
Time: 11:30 p.m. to 12:30 p.m.	<u>Lunch</u> Guest Speaker: Commissioner Diane Williams-Cox, City of Tallahassee Meal: Provided by FLC.
Time: 12:30 p.m. to 3:00 p.m. 3:00 p.m. to 3:15 p.m.	<u>How Can We Be Heard? Strategy Development Through the Open Space Meeting</u> Driven by the youth's priorities and interests, the Open Space meeting will continue. Reporting Out: The Open Space Meeting Concludes Youth will share their experience with their peers in a closing conversation reviewing what they've accomplished together. Guest Speaker: Courtney Thomas, Director of External Affairs, Mayor's Office
Time: 3:30 p.m. to 4:30 p.m.	<u>March to the Capital</u> Speak with your legislators* about the needs of youth in your local communities. Program ends for the day, leave with your council from the capitol. *Some legislators may not be available at this time.

2019 LEGISLATIVE ACTION DAY SCHEDULE

Florida League of Cities Youth Council Civic Education Day 2 Wednesday, March 27, 2019	
Time: 8:00 a.m. to 8:30 a.m. 9:00 a.m. to 10:30 a.m.	Meet in Kleman Plaza 306 S Duval St, Tallahassee, FL 32301 Bus departs from Florida League of Cities at 8:30 a.m. <u>Florida Agricultural and Mechanical University Tour</u> Walking tour.
Time: 11:00 a.m. to 12:00 p.m. 12:30 p.m. to 1:30 p.m.	<u>Florida State University Career Center</u> Youth will attend a workshop at Florida State University titled ‘Choosing a Major’. * *All attendees must fill out General Release and Waiver of Liability On your own for lunch - lunch stop on FSU Campus ** (Chick-fil-A and Four Rivers) **FLC is not providing this meal. Please bring funds.
Time: 2:00 p.m. to 3:00 p.m. 3:00 p.m.	<u>Tallahassee Community College</u> Walking tour. Return to Florida League of Cities and depart.
<u>Contact</u> Eryn Russell Membership Relations Florida League of Cities (850) 701-3616, direct line or (850) 443-2020, mobile	

Round trip ▼ 1 passenger ▼ Economy ▼

Miami



Tallahassee TLH



Mon, Feb 10 < >

Wed, Feb 12 < >

Bags ▼

Stops ▼

Airlines ▼

Price ▼

Times ▼

Connecting airports ▼

More ▼

Track prices ⓘ

Date grid

Price graph

Nearby airports

Best departing flights ⓘ

Total price includes taxes + fees for 1 adult. [Additional bag fees](#) and other fees may apply.

Sort by:



2:45 PM – 4:11 PM

1h 26m

Nonstop

\$374

round trip



5:15 PM – 6:40 PM

1h 25m

Nonstop

\$374

round trip



7:00 AM – 11:12 AM

4h 12m

1 stop

\$391

round trip



Other departing flights



8:05 AM – 1:19 PM

5h 14m

1 stop

\$391

round trip



11:25 AM – 3:24 PM

3h 59m

1 stop

\$507

round trip



7:05 PM – 11:37 PM

4h 32m

1 stop

\$507

round trip



10:25 AM – 11:50 AM

1h 25m

Nonstop

\$650

round trip



7:35 PM – 11:59 PM

4h 24m

1 stop

\$705

round trip



9:00 AM – 5:40 PM

8h 40m

2 stops

\$1,014

round trip



122 longer or more expensive flights

[Ads](#)
[eDreams](#)
[CheapTickets](#)
[Orbitz](#)
[Priceline](#)
[Expedia](#)
[CheapOair](#)

Google Flights

Language · English ▼

Country · United States ▼

Currency · USD ▼

Find the cheapest and best flight for you.

Page 123 of 166



Displayed currencies may differ from the currencies used to purchase flights. [Learn more.](#)

MIAMI BEACH

COMMITTEE MEMORANDUM

TO: Finance and Citywide Projects Committee Members

FROM: Jimmy L. Morales, City Manager

DATE: June 28, 2019

SUBJECT: **DISCUSSION REGARDING A BIOSWALE PILOT PROJECT FOR 59TH STREET WEST OF ALTON ROAD**

HISTORY:

The City of Miami Beach is investigating the use of stormwater infrastructure best management practices to address water quality issues for Biscayne Bay, which is designated an Outstanding Florida Water by the Florida Department of Environmental Protection. In addition, the City is looking for ways to integrate the City's green areas with the current stormwater program. One possible option to address both water quality and the stormwater integration green space is the use of bioswales. As an initial investigation into bioswales, the City is seeking to implement a pilot project as means to test the efficacy and value of this technology to provide water quality improvements and attenuation of the runoff from developed areas of the City.

ANALYSIS:

PROJECT DESCRIPTION

The La Gorce neighborhood, West 59th Street, was targeted for this pilot project due historical flooding of low-lying homes along the street. The bioswale pilot project is located within the West 59th Street right-of-way, between Alton Road and Biscayne Bay. The runoff from the existing roads and sidewalks will be managed by a series of proposed bioswales.

For the purposes of this study, the design target is to manage the first 1.5-inches of the storm events within a typical year. Runoff from the impervious road and sidewalks will be directed to multiple depressed storage areas (bioswales), where the design volume runoff will be captured and not discharged to the stormwater collection system of underground pipes, unless the storm event is larger than the 1.5-inch design volume.

BIOSWALE OBJECTIVES

Bioswales can improve stormwater runoff water quality by allowing solids and other pollutants to settle out of the water naturally in the bioswale depressions and the engineered soils beneath the surface of the basin rather than passing into storm sewers and eventually the waterways and ecosystems.

The objective of this evaluation will focus on quantifying the benefits of using this approach and identifying feasible design alternatives to provide the water quality and volume attenuation benefits for the target

demonstration site. A bioswale stormwater best management practice was selected by the City to be demonstrated at this site, since it will provide on-site retention of the runoff from lawns, driveways and roads within a residential neighborhood that is ripe for other infrastructure improvements.

BENEFITS

-
- Effective removal of suspended solids, nutrients (nitrogen and phosphorus) and other pollutants from stormwater before it enters the bay;
- Allows stormwater to infiltrate into the ground and replenishes the fresh water lens beneath Miami Beach – this supports robust green spaces;
- Captures the first flush (1.5-inches) of runoff from every rain event to remove contaminants; and
- Beautifies the area with attractive landscape and utilizes a variety of native plants to minimize maintenance requirements.

LIMITATIONS

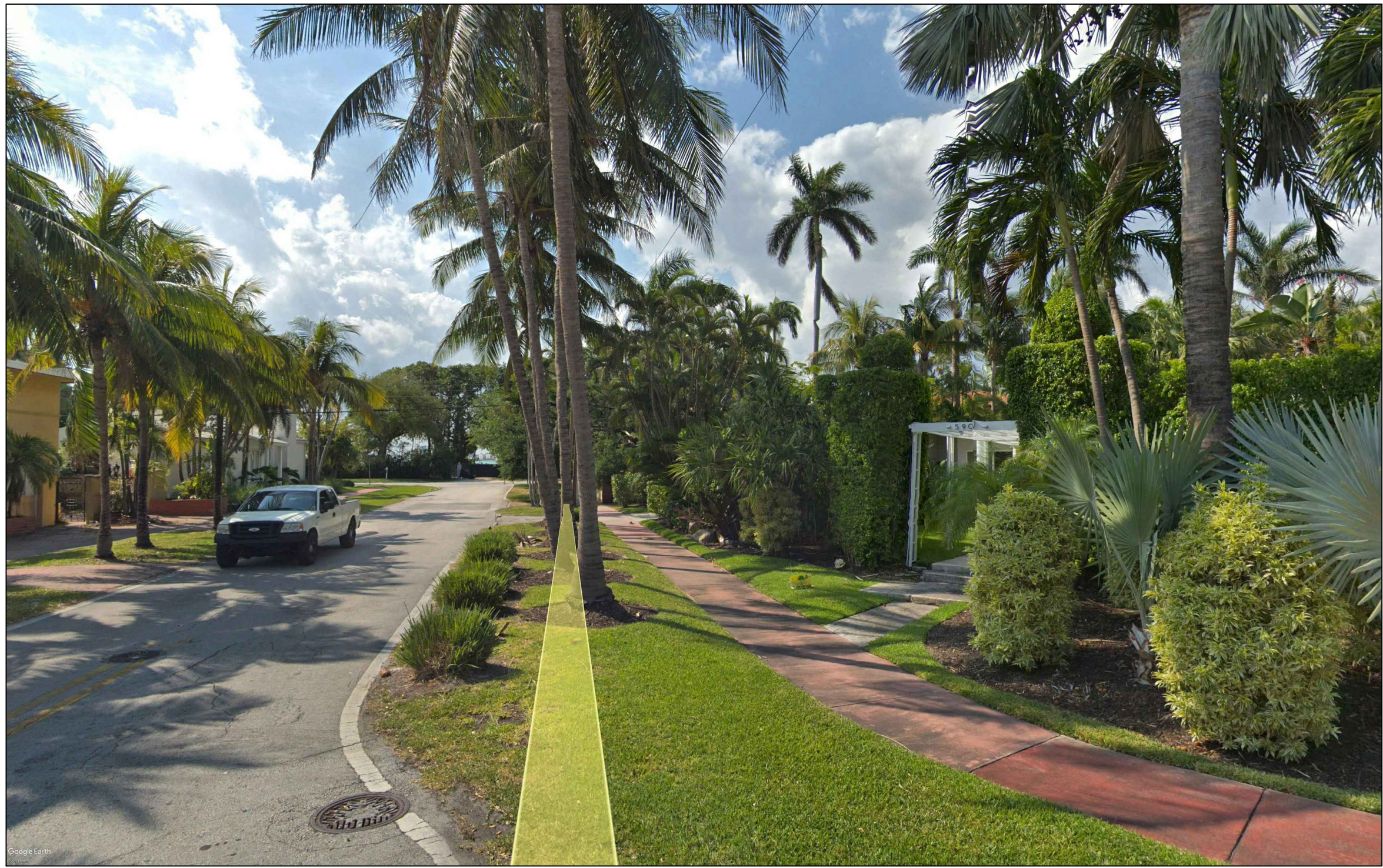
-
- Bioswales are not intended to solve flooding in low lying areas;
- Periodic maintenance is required, for example the mulch will need to be replenished or replaced to maintain its functionality;
- Only the first 1.5 inches of large rain events will be captured – excess water will bypass the bioswale due to limited capacity; however, this adequately treats contaminated runoff per county and state regulations.
- Potential loss of parking when bioswales are located in swale areas currently used by property owners for parking.
- Costs of bioswales can be expensive. For this pilot project, the overall estimate cost is approximately \$850,000.

CONCLUSION:

The following is presented to the members of the Finance and Citywide Projects Committee for discussion and further direction.

ATTACHMENTS:

Description	Type
☐ bioswale rendering	Other
☐ Bioswale_basis of design	Other
☐ Bioswale tree palette	Other



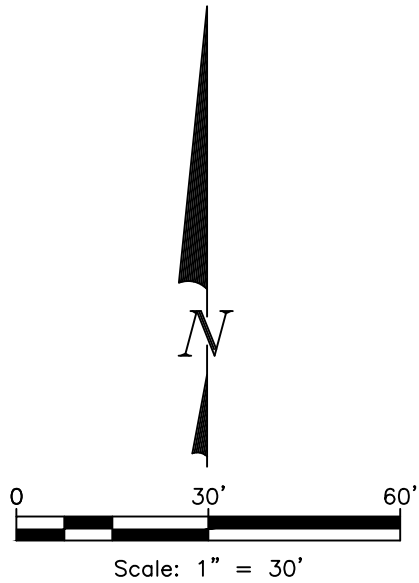
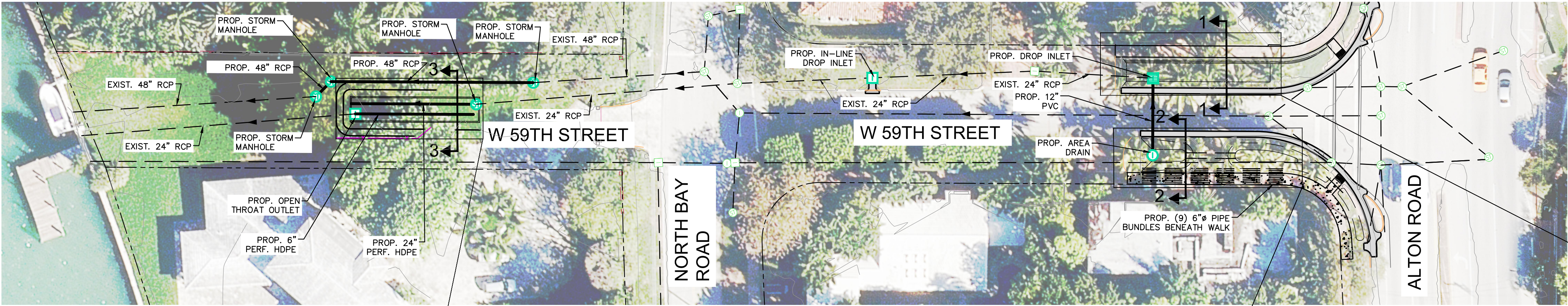
EXISTING CONDITIONS
(LOOKING WEST AT W. 59TH ST)



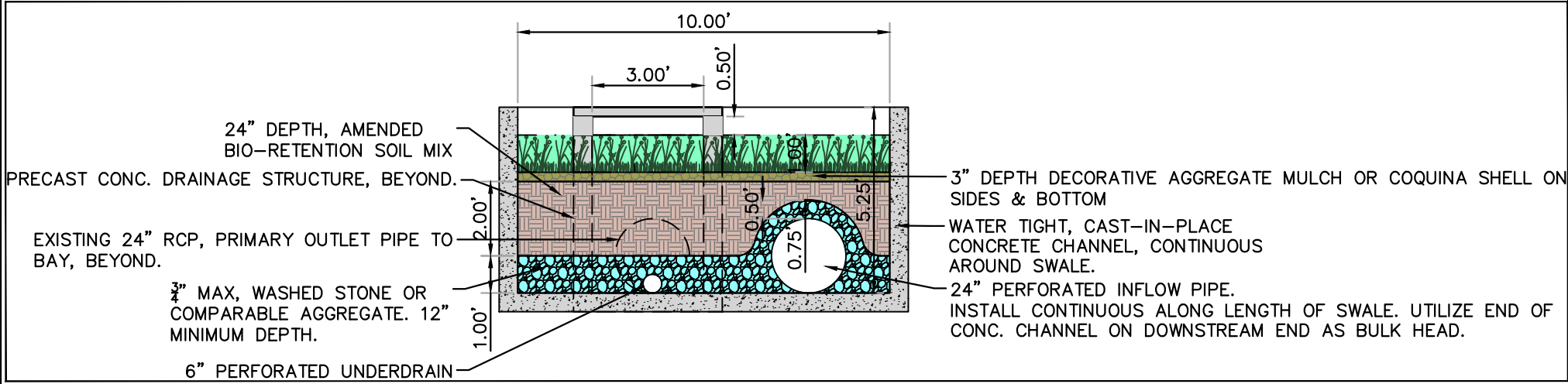
PROPOSED TYPE I BIOSWALE
(LOOKING WEST AT W. 59TH ST)

- BENEFITS
- Very effective in removing nutrients (nitrogen and phosphorus) and other pollutants from stormwater before it enters the bay
 - Allows stormwater to infiltrate into the ground and replenishes the fresh water lens beneath Miami Beach
 - Captures the first 1.5 inches of runoff from every rain event
 - Beautifies the area with attractive plantings
 - Uses a mixture of native plantings to minimize maintenance requirements

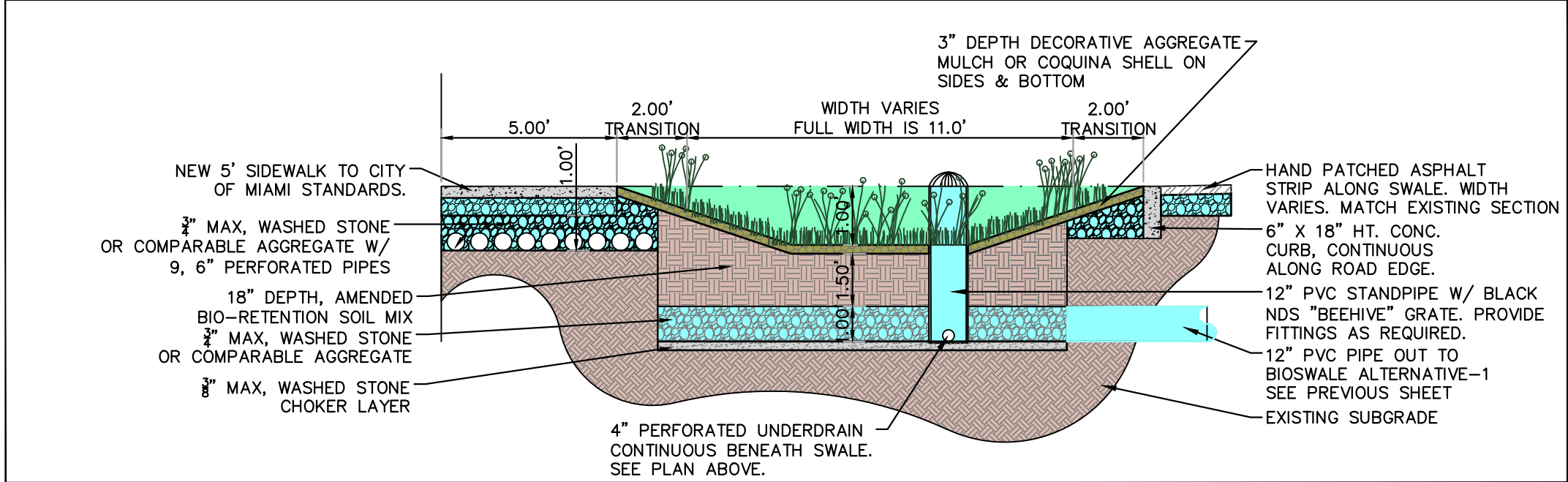
- LIMITATIONS
- Will not solve flooding in problem areas
 - Periodic maintenance is required (replacing the mulch layer) to maintain functionality
 - Large rain events (> 1.5 inches) will not be captured and will bypass the bioswales



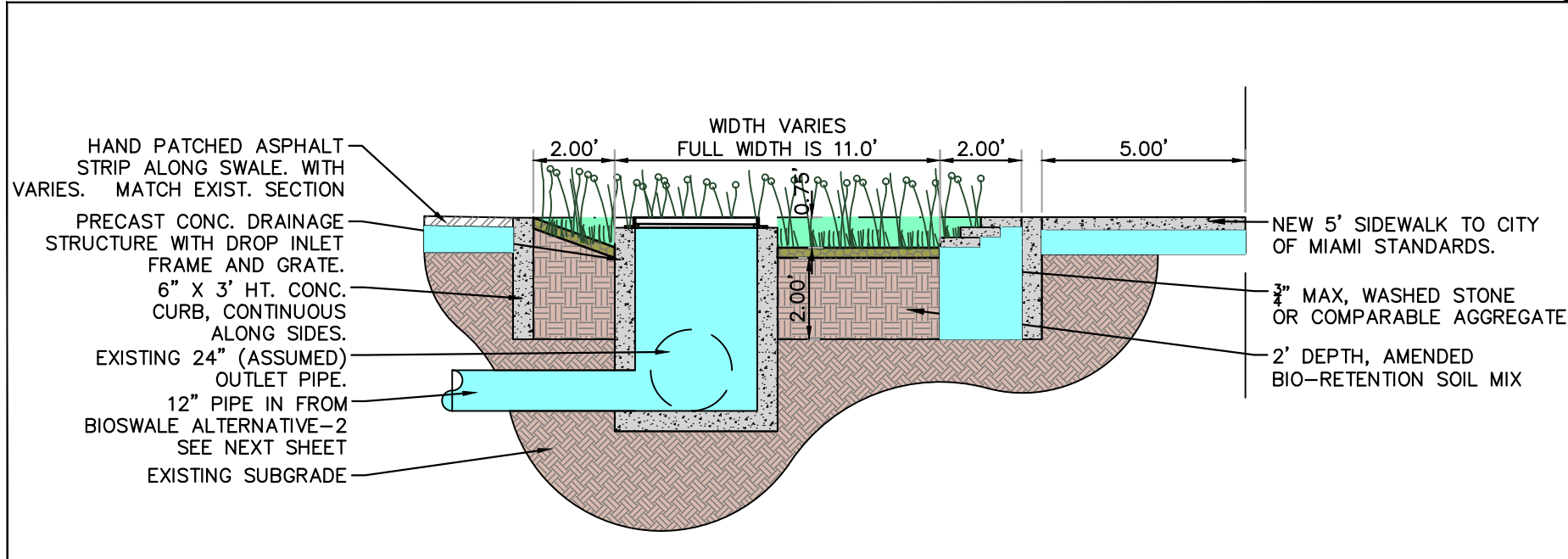
PLAN
SCALE: 1"=30' (22"x34")
1"=60' (11"x17")



TYPE III
SECTION 3
SCALE: 1"=4' (22"x34")
1"=8' (11"x17")



TYPE II
SECTION 2
SCALE: 1"=4' (22"x34")
1"=8' (11"x17")



TYPE I
SECTION 1-1
SCALE: 1"=4' (22"x34")
1"=8' (11"x17")

BIOSWALE BASIS OF DESIGN 59th Street Bioswale Pilot Project

MIB2003.01S

Revision No. 1

FINAL

Prepared For:

The City of Miami Beach

March 15, 2019



THIS PAGE INTENTIONALLY LEFT BLANK

TABLE OF CONTENTS

1.0	PURPOSE	1
2.0	PROJECT DESCRIPTION	1
3.0	BIOSWALE OBJECTIVES	1
4.0	REGULATORY AND STAKEHOLDER CONSIDERATIONS	1
4.1	DESIGN STORM ANALYSIS	3
4.2	BIOSWALE INFRASTRUCTURE SIZING AND PERFORMANCE	3
4.3	NUTRIENT AND TSS REMOVAL PERFORMANCE	3
5.0	BIOSWALE DESIGN ALTERNATIVES AND MAINTENANCE	4
5.1	BIOSWALE MAINTENANCE	5

LIST OF FIGURES

1	WBID Map	2
---	----------------	---

LIST OF TABLES

1	WBID Impairment Summary	2
2	Bioswale Design and Input Findings	4

LIST OF APPENDICES

1.0	LOCATION MAP
2.0	EXISTING CONDITIONS
3.0	OUTSTANDING FLORIDA WATER FACTS
4.0	DBHYDRO HYDROLOGIC MONITORING MAP
5.0	CN, DCIA, AND BIOSWALE CAPACITY CALCULATIONS
6.0	RAINFALL DATA AND NUTRIENT REMOVAL CALCULATIONS
7.0	PROPOSED SITE PLAN
8.0	PROPOSED BIOSWALE DETAILS

1.0 PURPOSE

The City of Miami Beach is investigating the use of stormwater infrastructure best management practices to address water quality issues for Biscayne Bay, which is designated an Outstanding Florida Water by the Florida Department of Environmental Protection. As new infrastructure is being contemplated by the City for the La Gorce neighborhood to address climate resiliency, integrating stormwater best management practices such as bioswales is one of the strategies that can be deployed to address both water quality (treatment) and quantity (attenuation) concerns. As an initial investigation into bioswales, the City is seeking to implement demonstration projects as means to test the efficacy and value of this technology to provide water quality improvements and attenuation of the runoff from developed areas of the City.

2.0 PROJECT DESCRIPTION

West 59th Street in the La Gorce neighborhood was targeted for this demonstration project because of historical flooding of the low-lying homes along the street. The bioswale demonstration project is located within the West 59th Street 60-foot wide right-of-way between Alton Road and Biscayne Bay as shown in Appendix 1-Location Map. The runoff from the existing roads and sidewalks will be managed by a series of proposed bioswales. For the purposes of this study, the design target is to manage the first 1.5-inches of the storm events within a typical year. Runoff from the impervious road and sidewalks will be directed to multiple depressional storage areas (bioswales) where the design volume runoff will be captured and not discharged to the stormwater collection system of underground pipes unless the storm event is larger than the 1.5-inch design volume. Appendix 2 provides the details of the existing stormwater and utilities within the project area.

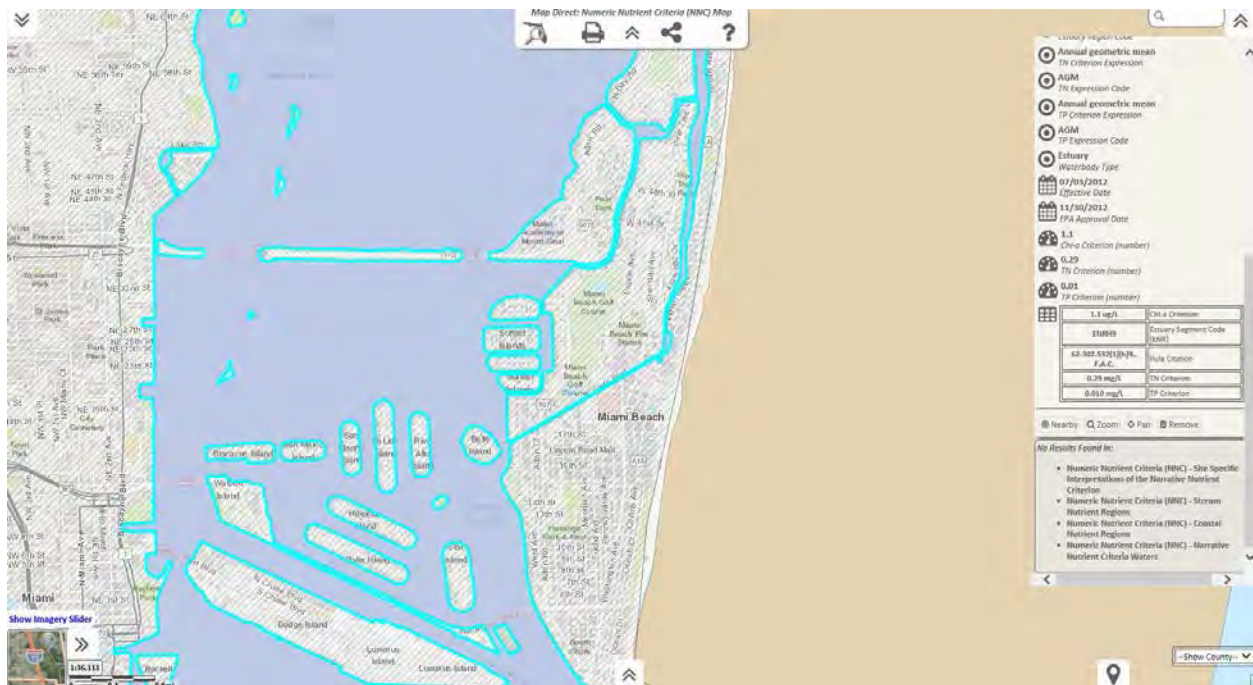
3.0 BIOSWALE OBJECTIVES

Bioswales can improve stormwater runoff water quality by allowing solids and other pollutants to settle out of the water naturally in the bioswale depressions and the engineered soils beneath the surface of the basin rather than passing into storm sewers and eventually the waterways and ecosystems. The objective of this evaluation will focus on quantifying the benefits of using this approach and identifying feasible design alternatives to provide the water quality and volume attenuation benefits for the target demonstration site. Bioswale stormwater best management practice was selected by the City to be demonstrated at this site since it will provide on-site retention of the runoff from lawns, driveways and roads within a residential neighborhood that is ripe for other infrastructure improvements.

4.0 REGULATORY AND STAKEHOLDER CONSIDERATIONS

As part of this evaluation, applicable regulatory requirements and stakeholder considerations were identified and reviewed to understand their impact on the design of the bioswales. These design criteria for the bioswales are summarized below. The test project area lies within WBID 322H and discharges to Southern North Bay within the Biscayne Bay Aquatic Preserve, see Figure 1.

Figure 1. WBID Map



As of the last assessment data the project area had been identified as shown in Table 1:

Table 1 – WBID Impairment Summary

Assessment Date	Basis for Listing	Assessment Category	Assessment Category Description
5/12/2006	Nitrate	2	Not Impaired
11/2/2010	Dissolved Oxygen	4D	No Causative Pollutant
11/2/2010	Fecal Coliform	5	Verified for Impairment
11/2/2010	Mercury (in fish tissue)	5	Verified for Impairment
11/2/2010	Nutrients (Chlorophyll-a)	3B	Insufficient data
11/2/2010	Nutrients (Historic Chlorophyll-a)	3B	Insufficient data

Per the Florida Department of Environmental Protection (FDEP), Biscayne Bay is listed as an Estuary, with Biscayne Bay falling under Florida Administrative Code 62-302.532, and an Outstanding Florida Waterway, (OFW), with water quality standards set forth in sections 62-4.242(2) and (3), F.A.C. In discussions with the South Florida Water Management District, SFWMD, the area has no formal associated WBID's, thus water quantity requirements are per the presumptive criteria plus 50%, 1.5-inches, to meet existing OFW criteria. Outstanding Florida Water facts can be found in Appendix 3.

The Wade Trim design team identified the drainage area (DA) and sub-catchments as well as assigned the appropriate runoff estimates for each catchment. From this data the runoff estimates for the design storm (1.5-inches) were produced. This volume was then used to size the bioretention basins within the demonstration project area as defined by the City. Alternative designs for the basins were explored and the team recommended that three demonstration bioswale designs could be developed to manage the

design storm. Each alternative had design differences that would allow evaluation of the performance based on the design variations and constraints of the site.

4.1 DESIGN STORM ANALYSIS

Rainfall required to meet the water quality requirement of 1.5-inches was used in this evaluation. The use of this runoff volume was assumed to capture the high-frequency, low-volume events within the typical rainfall year in Miami Beach. Daily precipitation totals from the nearest National Weather Station to the project site, Station S29Z, located within grid L9 of the DBHydro Hydrologic Monitoring Map in Appendix 4 data was used and can be found via the SWFWMD website at:

<https://www.sfwmd.gov/weather-radar/rainfall-historical/sites-and-basins>

4.2 BIOSWALE INFRASTRUCTURE SIZING AND PERFORMANCE

In optimal conditions the minimum separation from the seasonal groundwater elevation and the bottom of the bioswale is two-feet to ensure consistent infiltration rates for the bioswale. For this reason, an infiltration volume was not included in the sizing of the basins due to the high-water table occurring at the demonstration site. If an infiltration volume is used, it would require a more detailed soil evaluation and determination from a geotechnical engineer on an appropriate infiltration rate for the soils at each basin site. Therefore, the total basin area and soil matrix is designed to capture the design storm of 1.5-inches. Runoff reductions from this project will reduce the runoff entering Biscayne Bay 92% of the time in a typical year. The total volume removed was compared to the existing condition calculation to determine runoff reductions.

4.3 NUTRIENT AND TSS REMOVAL PERFORMANCE

Urbanized areas such as the demonstration site export large quantities of pollutants during rain events to the areas receiving waters. To reduce the impacts to receiving waters from the high concentration of pollutants contained in this runoff, bioretention basins can be implemented to effectively remove these pollutants.

Based on the runoff volume generated for the design event, an estimate of the event means concentrations (EMC's) for Nitrates (TN), Total Phosphorus (TP) and Total Suspended Sediments (TSS) was estimated and this was compared to the expected bioswale pollutant removal efficiencies. The estimated efficiency percentages were derived from the similar published sources as that used for the pollutant EMC's. Table 2 summarizes the annual pollutant load removed by capture of the design rainfall event (1.5-inches) using bioretention.

Based on the project site area, 1.84-acres, the treatment volume require to treat 1.5-inches of rainfall would be 5220-cubic feet (cf). This calculation excluded the area over the bioswales. Complete CN, DCIA and Bioswale capacity calculations can be found in Appendix 5. Based on Nitrate, Phosphorous and Total Suspended Solids (TSS) removal efficiencies of 70%, 90% and 80% respectively; we found that the test BMPS could capture 64% of the Nitrates, 83% of the Phosphorous and 73% of the TSS that are currently discharging uninhibited to Biscayne Bay. Table 2 below provides the pertinent design input data and findings, see Appendix 6 for rainfall data and nutrient removal calculations.

Table 2 – Bioswale Design Input and Findings

59th Street	1.82	acres			
Rainfall	180	days			
Total Rainfall	65.42	inches			
events less than 1.5"	171	days			
1.5 or less first flush	60.24	inches			
Residential Roads Nutrient Loading					
Nitrogen loading	0.47	mg/l			
Phosphorus loading	0.39	mg/l			
TSS Loading	85.3	mg/l			
Nitrate Loading before Treatment		3.16	kg/year	6.95	lb/year
Phosphorus Loading before Treatment		2.62	kg/year	5.77	lb/year
TSS Loading before Treatment		573.6	kg/year	1261.9	lb/year
Nitrate Bypass BMP		0.25	kg/year	0.55	lb/year
Phosphorus Bypass BMP		0.21	kg/year	0.46	lb/year
TSS Bypass BMP		45.4	kg/year	99.9	lb/year
Nitrate Removal Efficiency		70%			
Phosphorus Removal Efficiency		90%			
TSS Removal Efficiency		80%			
Annual Mass Removal					
Nitrate Treat Capture		2.04	kg/year	4.48	lb/year
Phosphorus Treatment Capture		2.17	kg/year	4.78	lb/year
TSS Treatment Capture		422.5	kg/year	929.6	lb/year

5.0 BIOSWALE DESIGN ALTERNATIVES AND MAINTENANCE

This bioswale design approach is a radical departure from traditional residential street stormwater management. Streets represent a significant portion of the impervious surfaces within a residential neighborhood and consequently contribute a large percentage of the stormwater runoff. In the traditional neighborhood street design, the right-of-way is planted with turf grasses and graded to be higher than the gutter pan of the road. Further, runoff drains from the individual lot, across the sidewalk, across the grass strip and into the gutter. The road is usually crowned in the middle so each side of the road drains to the gutter pan. The road drainage is then routed to a series of catch basins and piped to a nearby receiving water. While effective in moving the runoff from the street, it also moves runoff pollutants efficiently to the receiving waters and eliminates the opportunity for the rainfall to infiltrate the soils within the neighborhood greenspace of the public right-of-way.

The alternatives detailed in this report provide for a bioswale solution that “re-wires” the traditional runoff management method by diverting runoff from the streets to shallow depressions that are designed as linear shallow bioswale basin located between the curb and the right-of-way line. This diversion of the flow allows for the runoff entering the basin to be cleansed by the soil media and plantings within the bioswale as well as delay the runoff peak discharge until hours or days after the rain event. Further, the resultant discharge from the bioswale underdrain is significantly reduced due to the sponge-like capacity of the engineered soil mix used in the bioretention basins; where a percentage of the runoff entering the basin is held in pore spaces of the soil for later use by the plantings or infiltrated into the groundwater to recharge the shallow aquifer. The proposed site plan shows how runoff from the streets is directed to the gateway bioswales and routed through the existing stormwater pipes to a final large bioswale in the undeveloped right-of-way near the shoreline for final treatment prior to discharge to Biscayne Bay (See Appendix 7).

In this demonstration project, three alternative designs for these bioretention basins were developed. Alternatives 1 and 2 are site planned as gateway features located at the Alton Road/ W 59th Street intersection and due to this position have added design details because it is sited as a gateway landscape feature within the streetscape. Additional design elements such as signage and public education exhibits could be added as part of the final design package.

As was noted earlier, the mechanics of the basin are composed of a shallow depression (6”) that has a bottom that is landscaped and composed of soils and vegetation to capture and treat runoff from the street. The engineered components of soil mixes, aggregate storage layers, and landscape plantings provide significant benefits for pollutant removal and biological uptake of pollutant metals and chemicals from the street runoff. Bioswales are especially appropriate for small drainage areas such as the demonstration site, the loading ratio of the drainage area to the basins is 8:1 and well within the maximum recommended ratio of 20:1. The engineered soil mixes provide additional field capacity over topsoil and can provide a minimum of 40% pore storage space to 60% pore storage space dependent on the final selection of the components of the soil mix. For this evaluation we have assumed the lower value of 40%.

There are subtle differences in the bioswale designs below the surface to demonstrate alternative water storage solutions such as using aggregates and pipe bundles to permit storage beneath the sidewalk zone as well design details for the basin edge treatments. Alternative 1 has full contact with existing subsoils beneath the engineered soil mix to allow for infiltration. The constraint to this solution is the high groundwater condition will be an issue at times during King Tides. Alternative 2 provides for a more robust storage layer that has an optional pipe-bundle storage zone beneath the sidewalk and behind and below the curb. The addition of pipe bundles will allow enhanced storage within a small footprint for the bioswale. In both alternatives, the sidewalk and curb will need to be reconstructed if the demonstrated design is to be implemented.

Alternative 3 is designed with a solid bottom to prevent high groundwater conditions from infiltrating the basin during high tides. This is especially important due to its proximity to the bay and its topographic elevation. While similar in overall structure, it does provide a larger footprint than the other linear bioswales and is designed to serve as a final polishing of the runoff prior to discharge to the bay. A flap gate can be added to the underdrain outfall to allow additional isolation from the high groundwater conditions at this specific location. See Appendix 8 for a detail of each alternative.

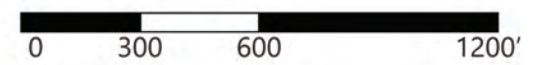
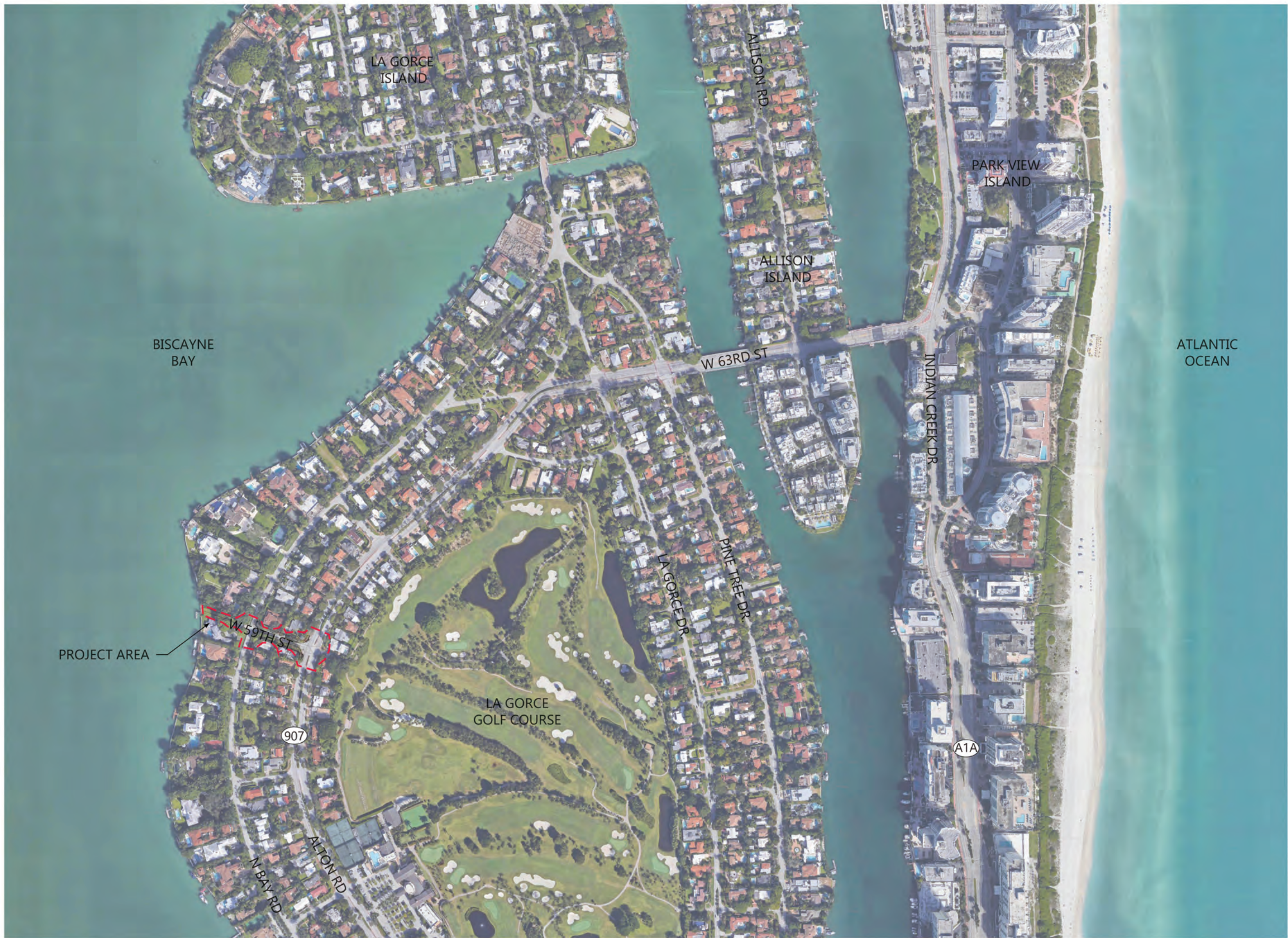
The aesthetic treatments are conceptually demonstrated in the three cross-sections for the alternatives. In Alternative 1, the bioswale edges near the sidewalks are layered with native stone to transition the slope near the sidewalk to the bottom of the basin and create a clean-defined edge near the pedestrian way. High impact plantings create seasonal color and texture while also providing nutrient and heavy metal sequestration. The plantings can provide the landscape enhancements that will transition the street edges to the landscape treatments of the residential lots of the neighborhood.

5.1 BIOSWALE MAINTENANCE

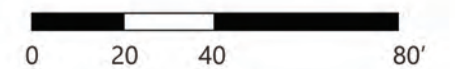
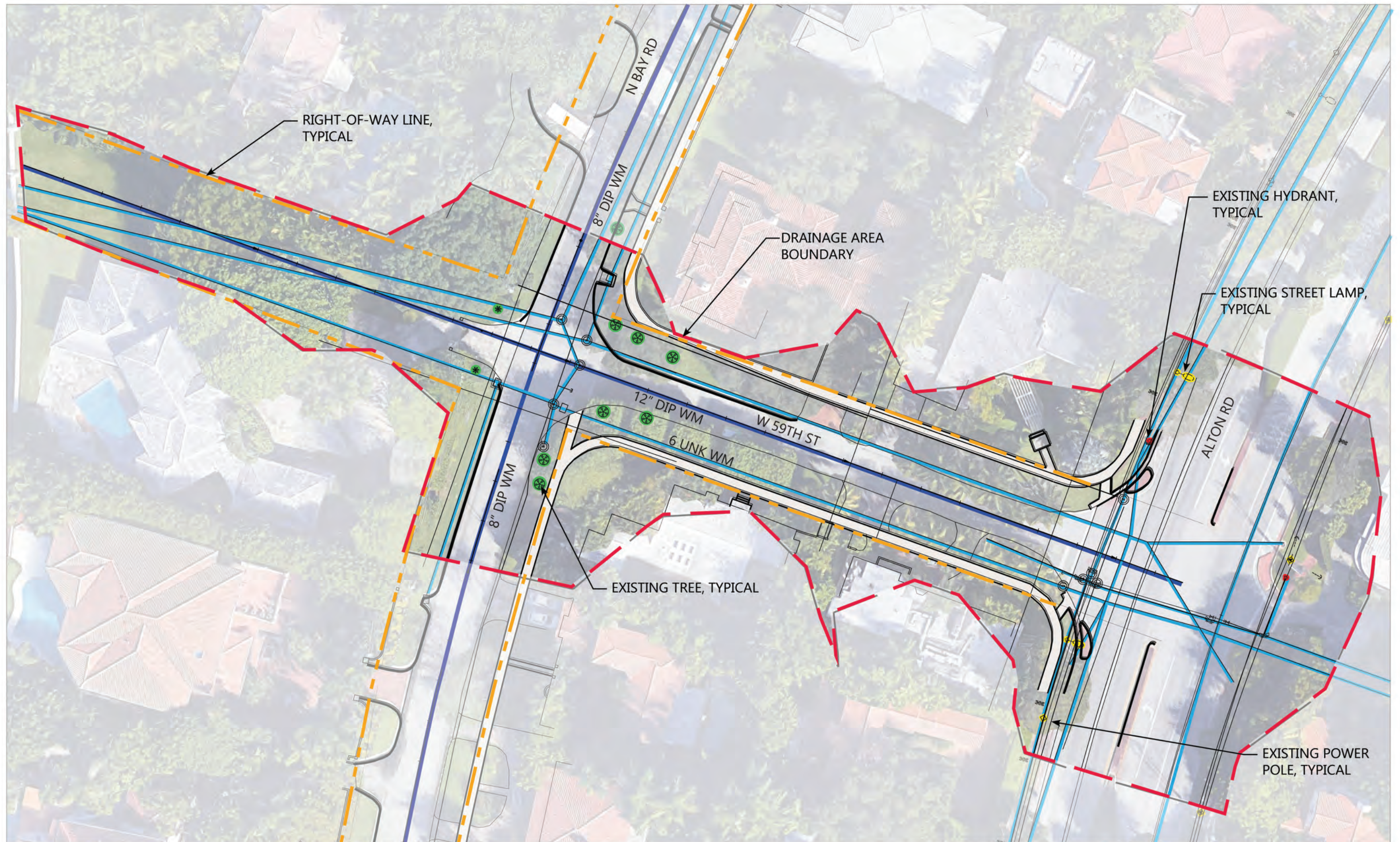
Bioretention cells and bioswales require routine maintenance to ensure hydrologic performance and aesthetic appeal. However, maintenance consists of the following categories:

- **Irrigation:** Water landscaping plants routinely throughout the first growing season (one inch of water per week). It is recommended to use native or adapted species to minimize any required irrigation. If drought-tolerant native plants are chosen, only water in times of significant drought after the plants are established. Otherwise, water as necessary.
- **Weeding/Pruning:** Prune landscaping plants and remove weeds approximately once per month depending on plants chosen and desired aesthetics. Perennial plants, if used, should be trimmed to ground at the end of the growing season to promote root growth. Remove excess trimmed organic material.
- **Mulch:** Mulch should be replenished every year or as necessary. It is important to not have a landscaping contract in place that specifies adding mulch annually since it is unnecessary and even undesirable to have excess mulch. If surface erosion is evident after heavy rains, mulch should be re-spread with consideration of adding velocity control measures, such as stone, in areas that experience repeat erosion.
- **Sedimentation:** Excess sediment can cause surface clogging and excessive ponding. Inspect semi-annually for sediment accumulation and remove any sediment buildup from road runoff. Add mulch or level existing mulch if sediment removal caused significant removal of mulch.
- **Aesthetics:** Inspect twice a year for trash or dead plants (or more frequently as needed). Trash and dead plant material should be removed and mulch re-spread, if necessary. The Field Guide for Maintaining Rain Gardens, Swales and Stormwater Planters (Oregon State University 2013) is a good maintenance reference and includes maintenance check lists, suggestions, and instructional photos.

APPENDIX 1.0 LOCATION MAP



APPENDIX 2.0 EXISTING CONDITIONS



APPENDIX 3.0

OUTSTANDING FLORIDA WATER FACTS



Florida Department of Environmental Protection

Bob Martinez Center
2600 Blair Stone Road
Tallahassee, Florida 32399-2400

Rick Scott
Governor

Carlos Lopez-Cantera
Lt. Governor

Noah Valenstein
Secretary

FACTSHEET ABOUT OUTSTANDING FLORIDA WATERS (OFW)

Authority: Section 403.061(27), Florida Statutes, grants the Department of Environmental Protection (DEP) the power to establish rules that provide for a special category of waterbodies within the state, to be referred to as "Outstanding Florida Waters," which shall be worthy of special protection because of their natural attributes.

Implementing Agency: DEP is the agency that designates a waterbody as an OFW; however, each OFW must be approved by an arm of DEP known as the Environmental Regulation Commission (ERC). The ERC is a seven-member citizen's body appointed by the Governor.

Regulatory Significance: Projects regulated by the Department or a Water Management District (WMD) that are proposed within an OFW must not lower existing ambient water quality, which is defined for purposes of an OFW designation as the water quality at the time of OFW designation or the year before applying for a permit, whichever water quality is better. In general, DEP cannot issue permits for *direct* discharges to OFWs that would lower ambient (existing) water quality. In most cases, this deters new wastewater discharges directly into an OFW, and requires increased treatment for stormwater discharging directly into an OFW. DEP also may not issue permits for *indirect* discharges that would significantly degrade a nearby waterbody designated as an OFW.

In addition, activities or discharges within an OFW, or which significantly degrade an OFW, must meet a more stringent public interest test. The activity or discharge must be "clearly in the public interest." For example, activities requiring an Environmental Resource Permit (ERP), such as dredging or filling within a wetland or other surface water or construction/operation of a stormwater system, must be clearly in the public interest instead of not contrary to the public interest.

In determining whether an activity or discharge that requires an ERP permit is not contrary to the public interest or is clearly in the public interest, DEP or the a WMD must consider and balance the following factors:

1. Whether the activity will adversely affect the public health, safety, welfare or the property of others;
2. Whether the activity will adversely affect the conservation of fish and wildlife, including endangered or threatened species, or their habitats;
3. Whether the activity will adversely affect navigation or the flow of water or cause harmful erosion or shoaling;
4. Whether the activity will adversely affect the fishing or recreational values or marine productivity in the vicinity of the activity;
5. Whether the activity will be of a temporary or permanent nature;
6. Whether the activity will adversely affect or will enhance significant historical and archaeological resources under the provisions of S. 267.061; and
7. The current condition and relative value of functions being performed by areas affected by the proposed activity.

See § 373.414(1)(a), Fla. Stat. (2010).

Activities or Discharges Not Affected by an OFW Designation:

Some activities are not impacted by an OFW designation simply because they do not require a permit from DEP or a WMD (exempt activities). Additionally, other activities are grandfathered under the OFW rule. Below are several examples of both scenarios.

1. Permitted activities or discharges existing on the date of designation and activities with a complete application on the date of designation, which are "grandfathered."
2. Activities **not** regulated by DEP for water quality protection purposes, such as fishing regulations, setback ordinances, restrictions on boat motor types, and boat speeds.
3. Restoration of seawalls at previous locations.
4. Construction of non-commercial boat docks, on pilings, of less than 500 square feet.
5. Temporary lowering of water quality during construction activities (with special restrictions).
6. Activities to allow or enhance public use, or to maintain pre-existing activities (with certain safeguards required by Rule 62-4.242(2)(b), F.A.C.).

List of OFWs: A complete listing of Outstanding Florida Waters is provided in Rule 62-302.700 (9), Florida Administrative Code. Outstanding Florida Waters *generally* include surface waters in the following areas:

- National Parks
- National Wildlife Refuges
- National Seashores
- National Preserves
- National Marine Sanctuaries and Estuarine Research Reserves
- National Forests (certain waters)
- State Parks & Recreation Areas
- State Preserves and Reserves
- State Ornamental Gardens and Botanical Sites
- Environmentally Endangered Lands Program, Conservation and Recreational Lands Program, and Save Our Coast Program Acquisitions
- State Aquatic Preserves
- Scenic and Wild Rivers (both National and State)
- "Special Waters"

"Special Waters" OFWs include 41 of Florida's 1700 rivers, several lakes and lake chains, several estuarine areas, and the Florida Keys:

Apalachicola River	Myakka River (lower part)
Aucilla River	Ochlocknee River
Blackwater River	Oklawaha River
Butler Chain of Lakes	Orange Lake, River Styx, and Cross
Chassahowitzka River System	Perdido River
Chipola River	Rainbow River
Choctawhatchee River	St. Marks River
Clermont Chain of Lakes	Santa Fe River System
Crooked Lake	Sarasota Bay Estuarine System
Crystal River	Shoal River
Econlockhatchee River System	Silver River
Estero Bay Tributaries	Spruce Creek
Florida Keys	Suwannee River
Hillsborough River	Tomoka River
Homosassa River System	Wacissa River
Kingsley Lake & Black Creek	Wakulla River

Lake Disston	Weekiwachee Riverine System
Lake Powell	Wekiva River
Lemon Bay Estuarine System	Wiggins Pass Estuarine System
Little Manatee River	Withlacoochee Riverine and Lake
Lochloosa Lake	

Note: The rule language describing the above “Special Water” OFWs is more detailed. For further information, refer to paragraph 62-302.700(9)(i), Florida Administrative Code.

- Requirements For a “Special Water” OFW Designation:**
1. Rulemaking procedures pursuant to Chapter 120, F.S., must be followed;
 2. At least one fact-finding workshop must be held in the affected area;
 3. All local county or municipal governments and state legislators whose districts or jurisdictions include all or part of a water body proposed for Special Water designation must be notified at least 60 days prior to the workshop in writing by the Secretary of DEP;
 4. A prominent public notice must be placed in a newspaper of general circulation in the area of the proposed Special Water at least 60 days prior to the workshop;
 5. An economic impact analysis, consistent with Chapter 120, must be prepared that provides a general analysis of the effect of OFW designation on local growth and real estate development, including such factors as impacts on planned or potential residential, industrial, agricultural or other development or expansion; and
 6. The Environmental Regulation Commission may designate a water of the state as a Special Water after making a finding that the waters are of exceptional recreational or ecological significance and a finding that the environmental, social, and economic benefits of the designation outweigh the environmental, social, and economic costs (Rule 62-302.700(5), F.A.C.).

For More Information Contact: Department of Environmental Protection, Water Quality Standards Program at (850) 245-8346 or view the Water Quality Standards website at <https://floridadep.gov/dear/water-quality-standards>.

November 2017

APPENDIX 4.0

DBHYDRO HYDROLOGIC MONITORING MAP

SITE	GRID	SITE	GRID
ACRA2	G 8	NP-CR2	N 8
ACRAWX	G 8	NP-CY3	N 7
ALICO	I 6	NP-EP5W	N 8
ALL2	C 5	NP-FMB	L 7
AVEMAR	J 4	NP-IFS	M 8
AVONPK	E 5	NP-N10	N 8
BASING	F 6	NP-OT3	M 6
BCA10	M 6	NP-P37	N 7
BCA14	K 5	NP-P38	N 7
BCA15	K 6	NP-RG1	M 8
BCA16	K 5	NP-RG2	M 8
BCA17	K 5	NP-ROB	N 8
BCA18	K 6	NP-TS8	N 8
BCA19	L 5	NSID1	J 9
BCA20	M 6	OKEE FOR	F 7
BCA4	L 6	OKEEFS	F 7
BCA9	L 6	OPAL	F 7
BEELNE	B 5	PAHOKEE1	H 8
BELLE GL	I 7	PAHOKEE2	H 8
BELLW	I 7	PAIGE	I 6
BLUEG	G 8	PALM	H 5
BRDROOK	J 3	PEAVINE	E 6
BSET	F 6	PEL LAK1	H 8
C18W	H 9	PEL LAK2	H 8
C24SE	F 8	PINEGLD	H 9
CF5W	I 6	PLANT IN	I 10
CLEW.FS	I 6	PRATT AN	H 9
COCO1	J 3	R-127	N 8
COC03	J 3	R3110	N 7
COCOA R	B 5	ROCKW	E 7
COLGOV	K 3	ROOK	K 3
COLLIND	K 3	ROTNWX	J 6
COLSEM	L 4	ROYAL PA	N 8
COPLND	L 5	S123	M 9
COWCRK	F 7	S124	K 9
CREEKR	C 4	S125	K 9
CRKSWPS	J 4	S127	G 6
CV5	H 6	S129	G 6
DANHHP	L 4	S12D	L 7
DAV2	F 7	S13	K 9
DEVILS	I 5	S131	H 6
DUP3	H 8	S133	G 7
EAA2	I 7	S135	G 7
EAA5	J 8	S140	K 7
EAST BEA	H 7	S140W	K 7
EAST SHO	I 7	S153	H 8
ELMAX	D 6	S154	G 6
ENPBA	O 7	S155	I 10
ENPBD	N 5	S155A	I 9
ENPBK	O 7	S165	M 8
ENPBN	O 8	S167	M 8
ENPBR	N 6	S169	H 6
ENPBS	O 8	S177	N 8
ENPCA	M 5	S179	N 8
ENPCN	N 6	S18C	N 8
ENPCW	N 6	S190	J 6
ENPDK	O 8	S191	G 7
ENPGB	O 7	S2	I 7
ENPGI	N 6	S20F	N 9
ENPHC	N 8	S20G	N 9
ENPHR	N 6	S21	M 9
ENPIK	O 6	S21A	M 9
ENPLB	O 8	S26	L 9
ENPLM	O 7	S27	L 9
ENPLN	N 6	S28Z	L 9
ENPLO	M 5	S29	L 9
ENPLR	P 7	S29Z	L 9
ENPLS	O 8	S3	I 7
ENPMK	O 6	S30	L 8
ENPNR	N 6	S308	H 8
ENPPK	P 7	S33	K 9
ENPSR	N 6	S331	M 8
ENPTB	O 7	S331W	M 8
ENPTC	O 8	S334	L 8
ENPTE	N 6	S335	L 8
ENPWB	O 7	S336	L 8
ENPWE	O 6	S338	M 8
ENPWP	M 5	S34	K 8
ENPWW	M 6	S352	H 7
EVER8	N 8	S36	K 9
EXOT	C 6	S37A	K 9
FDMPARK	K 3	S37B	K 9
FHCHSX	I 10	S38	K 9
FKSTRN	K 5	S386B	G 7
FLYG	F 6	S39	J 9
FPWX	J 3	S40	J 10
FT PIERC	F 9	S41	I 10
FTPIER	F 8	S44	H 10
FUS	J 4	S46	H 9
G136	I 6	S47B	H 5
G309	I 8	S49	F 9
G331D	J 8	S59	B 5
G373	J 7	S5A	I 9
G3ANE	J 8	S5AX	I 8
G3ANW	J 7	S6	J 8
G3AS	K 7	S61W	C 5
G3AS33	L 7	S65	D 5
G3ASW	L 7	S65AMW	E 5
G3ASWX	L 7	S65DWX	F 6
G54	K 9	S68	F 5
G56	J 9	S6Z	I 8
G57	K 10	S7	J 8
GG3	K 3	S70	G 5
GG7	J 4	S71	G 6
GOLDF2	K 3	S72	G 6
GRFFTH	F 6	S75	G 5
HG5SX	H 7	S75WX	G 5
I75W2	K 3	S77	H 6
IMMOLF	J 4	S78	H 5
INDIANL	D 5	S78W	H 5
INRCTY	B 4	S79	I 3
JBT5	O 8	S7Z	J 7
JDWX	G 9	S8	J 7
KENAN1	D 6	S80	G 9
KIRCOF	C 4	S82	F 5
KREF	E 5	S83	F 5
LO01	G 7	S84	G 6
LO05	H 6	S9	K 8
LO06	H 7	S97	G 9
L2GW	I 6	S99	F 8
LEHI	I 3	S8AY	I 7
LOTELA	E 4	S8DD	K 9
LXWS	J 9	SCRG	B 4
LZ40	H 7	SEBRNG	F 5
MARCO	L 3	SFCD	I 7
MAXCYN	E 6	SGGEWX	K 4
MAXCYS	E 6	SIXL3	J 5
MBTS	O 8	SLEE	I 3
MCARTH	F 5	SNIVLY	D 4
MDTS	N 8	SVWX	F 9
MIALCK	I 7	TICK	E 5
MIAMI	L 9	TMCWX	F 8
MOBL	F 7	TOHO10	C 5
NP-201	M 7	TPTS	O 9
NP-202	M 7	VENUSR	G 5
NP-203	M 7	VERO TOW	E 8
NP-205	M 7	WCA1ME	I 9
NP-206	M 7	WHID	H 4
NP-33	M 7	WLN8	F 7
NP-34	M 6	WPB AIRP	I 10
NP-35	N 7	WPBC	H 8
NP-36	M 7	WRWX	C 4
NP-44	N 7	WSTWPB	I 9
NP-A13	N 7	WWTP	I 10
NP-CHP	O 7		



Location Map



Detailed Inset Maps

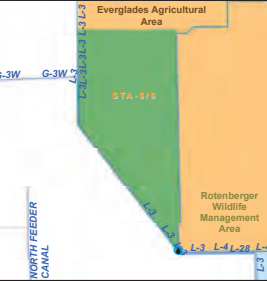
Inset 1: STA-1W and STA-1E



Inset 2: STA-3/4 and STA-2



Inset 3: STA-5/6

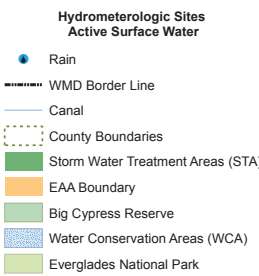


Site/Station Definition:

STATION:
A specific coordinate that indicate where data (observation, sampling or monitoring) are collected. Data are usually assigned to stations by various classifications such as stage, flow, weather, and water quality. A coordinate may have more than one station associated with it. The name given to a station has traditionally been similar to, or an exact duplicate of, the corresponding site name.

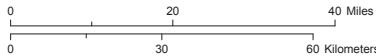
SITE:
A representative point used to designate one or more stations that are associated by proximity or project. Site level representation is to provide clarity for small scale mapping in lieu of displaying a high density of associated stations. The site location is often based on the position of a recording device such as a remote terminal unit (RTU), or can be derived from a common sense location between the associated stations. A site should not be viewed as an area feature with specific boundaries but simply as a representative location of activity.

Map Key



Base Credits:
Base from South Florida Water Mgmt. District.
State plane projection, Florida east zone, NAD83-HARN, US feet.

South Florida Water Management District
3301 Gun Club Road, West Palm Beach, Florida 33406
(561) 686-8800; www.sfwmd.gov



Map Produced on Date: 2/1/2018 2:37:52 PM

IMPORTANT DISCLAIMER:

This map is a conceptual or planning tool only. The South Florida Water Management District does not guarantee or make any representation regarding the information contained herein. It is not self-executing or binding, and does not affect the interests of any persons or properties, including any present or future right or use of real property.

Monitoring sites represent current and active locations monitored by SFWMD, other agencies and contractors. The data for monitoring sites are stored in DBHYDRO corporate database. Status of non-SFWMD data is based on the date of the most recent data received. All sites coordinates are gathered using approved professional-grade GPS receivers with sub-meter accuracy.

January 2018



Document Path: \\ad.sfwmd.gov\dfsroot\GIS\GISBz\MONITOR\ATMOSPHERE\Rain\mxd\Rain.mxd

User Name: bibson

Remedy Ticket SR: 60610

APPENDIX 5.0

CN, DCIA, AND BIOSWALE CAPACITY CALCULATIONS

CN Computations for WBID Water Quality Calculations

Wade-Trim Project Number : MIB2003
 Wade-Trim Project Name : BioSwale
 Designed by: MR
 Date : 8/31/2018
 Type 1

Test - PRE-DEVELOPMENT (acres) 1.84

Land Use Type	SCS Soil Type	Hydrologic group	SCS Curve # CN	Area Covered	Weight CN value	TSS mg/l	Phosphorus mg/l	Nitrate mg/l
Other Impervious		B/D	0	0.00	0.00	0	0	0
Commercial or Business (85%) imper.		B/D	0	0.00	0.00	0	0	0
Dirt		B/D		0.00	0.00	0	0	0
Wetlands/Water		B/D		0.00	0.00	0	0	0
Woods		B/D		0.00	0.00	0	0	0
Grass/Open Space (Good Cond)		B/D	80	1.84	147.20	55	0.4	0.33
DCIA			0	0	0	0	0	0

Composite CN 80.00 Composite Area: 1.84 TSS 55 Phosphorus 0.4 Nitrate 0.33
 % DCIA 0.00 Total Area: 1.84

Post Test 1.84

Land Use Type	SCS Soil Type	Hydrologic group	SCS Curve # CN	Area Covered	Weight CN value	TSS mg/l	Phosphorus mg/l	Nitrate mg/l
Other Impervious		B/D	98	0.37	36.26	21	0.13	0.32
Commercial or Business (85%) imper.		B/D	95	0.00	0.00	0	0	0
Dirt		B/D		0.00	0.00	0	0	0
Wetlands/Water		B/D	98	0.00	0.00	0	0	0
Woods		B/D		0.00	0.00	0	0	0
Grass/Open Space (Good Cond)		B/D	80	0.87	69.60	180	2.22	1.46
DCIA			98	0.6	58.8	86	0.39	0.47

Composite CN 85.37 Composite Area: 1.24 TSS 117.375 Phosphorus 1.203 Nitrate 0.908
 % DCIA 32.61 Total Area: 1.84

Volume Required for 1.5-inches over Area 5228.80
 minus area of the Bioswale Pipe Size (in) % Voids Length Width Height
 Volume in Voids (Bioretention Soil Mix) 40 115.00 9.00 1.00
 Volume in Voids (Rock Bed) 6.00 50 115.00 9.00 1.00
 Volume Provided (cf) 923.35

CN Computations for WBID Water Quality Calculations

Wade-Trim Project Number : MIB2003
 Wade-Trim Project Name : BioSwale
 Designed by: MR
 Date : 8/31/2018
 Type 2

Test - PRE-DEVELOPMENT (acres) 1.84

Land Use Type	SCS Soil Type	Hydrologic group	SCS Curve # CN	Area Covered	Weight CN value	TSS mg/l	Phosphorus mg/l	Nitrate mg/l
Other Impervious		B/D	0	0.00	0.00	0	0	0
Commercial or Business (85%) imper.		B/D	0	0.00	0.00	0	0	0
Dirt		B/D		0.00	0.00	0	0	0
Wetlands/Water		B/D		0.00	0.00	0	0	0
Woods		B/D		0.00	0.00	0	0	0
Grass/Open Space (Good Cond)		B/D	80	1.84	147.20	55	0.4	0.33
DCIA			0	0	0	0	0	0

Composite CN 80.00 Composite Area: 1.84 TSS 55 Phosphorus 0.4 Nitrate 0.33
 % DCIA 0.00 Total Area: 1.84

Post Test 1.84

Land Use Type	SCS Soil Type	Hydrologic group	SCS Curve # CN	Area Covered	Weight CN value	TSS mg/l	Phosphorus mg/l	Nitrate mg/l
Other Impervious		B/D	98	0.37	36.26	21	0.13	0.32
Commercial or Business (85%) imper.		B/D	95	0.00	0.00	0	0	0
Dirt		B/D		0.00	0.00	0	0	0
Wetlands/Water		B/D	98	0.00	0.00	0	0	0
Woods		B/D		0.00	0.00	0	0	0
Grass/Open Space (Good Cond)		B/D	80	0.87	69.60	180	2.22	1.46
DCIA			98	0.6	58.8	86	0.39	0.47

Composite CN 85.37 Composite Area: 1.24 TSS 117.375 Phosphorus 1.203 Nitrate 0.908
 % DCIA 32.61 Total Area: 1.84

Volume Required for 1.5-inches over Area 5228.80
 minus area of the Bioswale Pipe Size (in) % Voids Length Width Height
 Volume in Voids (Bioretention Soil Mix) 40 115.00 9.00 1.50
 Volume in Voids (Rock Bed) 6.00 50 115.00 9.00 1.00
 Volume Provided (cf) 1130.35

CN Computations for WBID Water Quality Calculations

Wade-Trim Project Number : MIB2003
 Wade-Trim Project Name : BioSwale
 Designed by: MR
 Date : 8/31/2018
 Type 3

Test - PRE-DEVELOPMENT (acres) 1.84

Land Use Type	SCS Soil Type	Hydrologic group	SCS Curve # CN	Area Covered	Weight CN value	TSS mg/l	Phosphorus mg/l	Nitrate mg/l
Other Impervious		B/D	0	0.00	0.00	0	0	0
Commercial or Business (85%) imper.		B/D	0	0.00	0.00	0	0	0
Dirt		B/D		0.00	0.00	0	0	0
Wetlands/Water		B/D		0.00	0.00	0	0	0
Woods		B/D		0.00	0.00	0	0	0
Grass/Open Space (Good Cond)		B/D	80	1.84	147.20	55	0.4	0.33
DCIA			0	0	0	0	0	0

Composite CN 80.00 Composite Area: 1.84 TSS 55 Phosphorus 0.4 Nitrate 0.33
 % DCIA 0.00 Total Area: 1.84

Post Test 1.84

Land Use Type	SCS Soil Type	Hydrologic group	SCS Curve # CN	Area Covered	Weight CN value	TSS mg/l	Phosphorus mg/l	Nitrate mg/l
Other Impervious		B/D	98	0.37	36.26	21	0.13	0.32
Commercial or Business (85%) imper.		B/D	95	0.00	0.00	0	0	0
Dirt		B/D		0.00	0.00	0	0	0
Wetlands/Water		B/D	98	0.00	0.00	0	0	0
Woods		B/D		0.00	0.00	0	0	0
Grass/Open Space (Good Cond)		B/D	80	0.87	69.60	180	2.22	1.46
DCIA			98	0.6	58.8	86	0.39	0.47

Composite CN 85.37 Composite Area: 1.24 TSS 117.375 Phosphorus 1.203 Nitrate 0.908
 % DCIA 32.61 Total Area: 1.84

Volume Required for 1.5-inches over Area 5228.80
 minus area of the Bioswale Pipe Size (in) % Voids Length Width Height
 Volume in Voids (Bioretention Soil Mix) 40 170.00 16.00 2.00
 Volume in Voids (Rock Bed) 6.00 50 170.00 16.00 1.00
 Volume Provided (cf) 3523.95

APPENDIX 6.0

RAINFALL DATA AND NUTRIENT REMOVAL CALCULATIONS

DBHydro Hydrologic Monitoring: Active Rain Site - Station S29Z

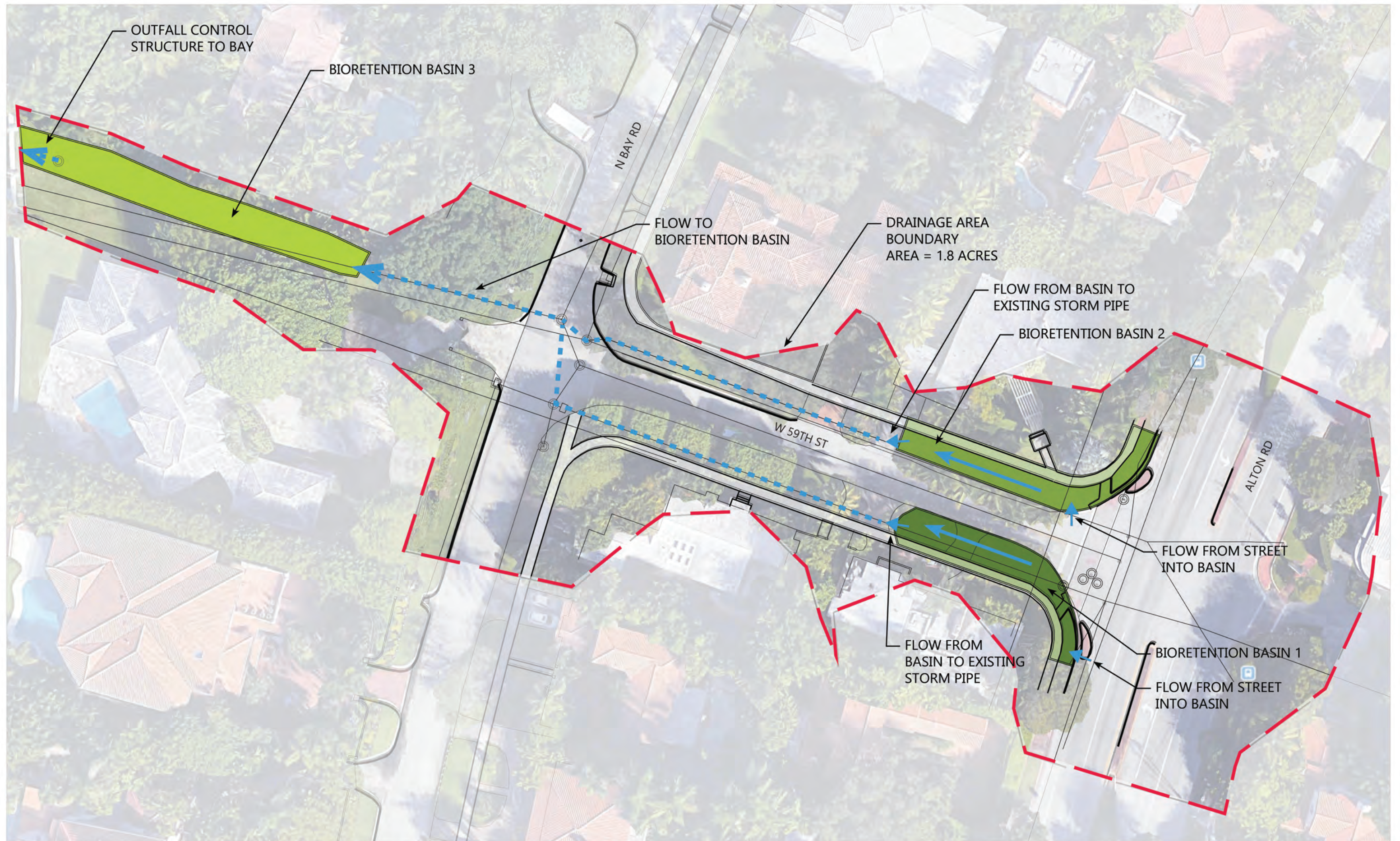
Date	Rainfall	Event less 1.5		Count of Events
		inches	Event under 1.5 inches	
2-Oct-18	0.02	0	0.02	1
1-Oct-18	0.43	0	0.43	1
30-Sep-18	0.11	0	0.11	1
29-Sep-18	0.16	0	0.16	1
28-Sep-18	0.01	0	0.01	1
27-Sep-18	0.01	0	0.01	1
26-Sep-18	0.01	0	0.01	1
25-Sep-18	0.01	0	0.01	1
22-Sep-18	0.21	0	0.21	1
20-Sep-18	0.26	0	0.26	1
17-Sep-18	0.01	0	0.01	1
16-Sep-18	0.01	0	0.01	1
15-Sep-18	2.67	1.17	1.5	0
10-Sep-18	0.11	0	0.11	1
9-Sep-18	0.01	0	0.01	1
8-Sep-18	0.14	0	0.14	1
7-Sep-18	0.05	0	0.05	1
6-Sep-18	0.07	0	0.07	1
5-Sep-18	0.19	0	0.19	1
4-Sep-18	1.69	0.19	1.5	0
3-Sep-18	0.62	0	0.62	1
2-Sep-18	0.42	0	0.42	1
1-Sep-18	0.07	0	0.07	1
31-Aug-18	0.49	0	0.49	1
30-Aug-18	0.95	0	0.95	1
29-Aug-18	0.06	0	0.06	1
28-Aug-18	0.44	0	0.44	1
27-Aug-18	0.05	0	0.05	1
26-Aug-18	0.29	0	0.29	1
24-Aug-18	0.21	0	0.21	1
23-Aug-18	1.51	0.01	1.5	0
22-Aug-18	0.1	0	0.1	1
19-Aug-18	0.24	0	0.24	1
18-Aug-18	0.03	0	0.03	1
17-Aug-18	0.28	0	0.28	1
15-Aug-18	0.06	0	0.06	1
14-Aug-18	1.25	0	1.25	1
13-Aug-18	0.3	0	0.3	1
12-Aug-18	0.89	0	0.89	1
11-Aug-18	1.91	0.41	1.5	0
10-Aug-18	0.69	0	0.69	1
8-Aug-18	0.01	0	0.01	1
7-Aug-18	0.19	0	0.19	1
6-Aug-18	0.22	0	0.22	1
5-Aug-18	0.02	0	0.02	1
4-Aug-18	0.22	0	0.22	1
2-Aug-18	0.01	0	0.01	1
31-Jul-18	0.32	0	0.32	1
30-Jul-18	0.33	0	0.33	1
29-Jul-18	0.19	0	0.19	1
28-Jul-18	0.32	0	0.32	1
27-Jul-18	0.02	0	0.02	1
26-Jul-18	0.71	0	0.71	1
25-Jul-18	0.12	0	0.12	1
24-Jul-18	0.58	0	0.58	1
23-Jul-18	0.01	0	0.01	1
22-Jul-18	0.07	0	0.07	1
21-Jul-18	0.11	0	0.11	1
20-Jul-18	0.01	0	0.01	1
19-Jul-18	0.9	0	0.9	1
18-Jul-18	0.08	0	0.08	1
17-Jul-18	0.03	0	0.03	1

14-Jul-18	0.01	0	0.01	1
13-Jul-18	0.07	0	0.07	1
12-Jul-18	0.58	0	0.58	1
11-Jul-18	2.2	0.7	1.5	0
9-Jul-18	0.01	0	0.01	1
8-Jul-18	0.01	0	0.01	1
4-Jul-18	0.07	0	0.07	1
2-Jul-18	0.66	0	0.66	1
1-Jul-18	0.06	0	0.06	1
30-Jun-18	1.42	0	1.42	1
29-Jun-18	0.25	0	0.25	1
28-Jun-18	0.01	0	0.01	1
25-Jun-18	0.3	0	0.3	1
24-Jun-18	0.24	0	0.24	1
16-Jun-18	0.31	0	0.31	1
16-Jun-18	0.31	0	0.31	1
15-Jun-18	0.96	0	0.96	1
14-Jun-18	0.01	0	0.01	1
13-Jun-18	0.04	0	0.04	1
12-Jun-18	0.07	0	0.07	1
11-Jun-18	0.17	0	0.17	1
10-Jun-18	0.36	0	0.36	1
9-Jun-18	0.03	0	0.03	1
8-Jun-18	0.61	0	0.61	1
5-Jun-18	0.01	0	0.01	1
2-Jun-18	0.01	0	0.01	1
1-Jun-18	0.02	0	0.02	1
31-May-18	0.6	0	0.6	1
30-May-18	0.28	0	0.28	1
29-May-18	0.01	0	0.01	1
28-May-18	1.17	0	1.17	1
27-May-18	0.95	0	0.95	1
26-May-18	1.25	0	1.25	1
25-May-18	0.14	0	0.14	1
21-May-18	0.61	0	0.61	1
20-May-18	3.07	1.57	1.5	0
19-May-18	0.11	0	0.11	1
18-May-18	0.97	0	0.97	1
17-May-18	0.47	0	0.47	1
16-May-18	1.56	0.06	1.5	0
15-May-18	0.52	0	0.52	1
14-May-18	1.41	0	1.41	1
13-May-18	0.05	0	0.05	1
7-May-18	0.07	0	0.07	1
6-May-18	0.09	0	0.09	1
5-May-18	0.95	0	0.95	1
4-May-18	0.23	0	0.23	1
28-Apr-18	0.47	0	0.47	1
24-Apr-18	0.12	0	0.12	1
23-Apr-18	1.13	0	1.13	1
22-Apr-18	0.29	0	0.29	1
16-Apr-18	0.16	0	0.16	1
12-Apr-18	0.01	0	0.01	1
11-Apr-18	0.53	0	0.53	1
6-Apr-18	0.07	0	0.07	1
27-Mar-18	0.06	0	0.06	1
13-Mar-18	0.31	0	0.31	1
12-Mar-18	0.01	0	0.01	1
11-Mar-18	0.02	0	0.02	1
8-Mar-18	0.09	0	0.09	1
28-Feb-18	0.28	0	0.28	1
27-Feb-18	0.03	0	0.03	1
26-Feb-18	0.01	0	0.01	1
24-Feb-18	0.07	0	0.07	1
23-Feb-18	0.14	0	0.14	1
20-Feb-18	0.06	0	0.06	1
11-Feb-18	0.01	0	0.01	1

9-Feb-18	0.18	0	0.18	1	
4-Feb-18	0.11	0	0.11	1	
3-Feb-18	0.01	0	0.01	1	
30-Jan-18	0.05	0	0.05	1	
28-Jan-18	0.04	0	0.04	1	
16-Jan-18	0.01	0	0.01	1	
13-Jan-18	0.05	0	0.05	1	
12-Jan-18	0.01	0	0.01	1	
11-Jan-18	0.34	0	0.34	1	
10-Jan-18	0.34	0	0.34	1	
9-Jan-18	0.05	0	0.05	1	
4-Jan-18	0.05	0	0.05	1	
3-Jan-18	0.66	0	0.66	1	
10-Dec-17	0.27	0	0.27	1	
5-Dec-17	0.01	0	0.01	1	
30-Nov-17	0.35	0	0.35	1	
29-Nov-17	0.6	0	0.6	1	
28-Nov-17	0.09	0	0.09	1	
24-Nov-17	0.78	0	0.78	1	
22-Nov-17	0.01	0	0.01	1	
21-Nov-17	0.41	0	0.41	1	
17-Nov-17	0.05	0	0.05	1	
16-Nov-17	0.69	0	0.69	1	
14-Nov-17	0.09	0	0.09	1	
13-Nov-17	0.25	0	0.25	1	
12-Nov-17	0.02	0	0.02	1	
11-Nov-17	0.22	0	0.22	1	
10-Nov-17	0.01	0	0.01	1	
9-Nov-17	0.1	0	0.1	1	
7-Nov-17	0.05	0	0.05	1	
5-Nov-17	0.04	0	0.04	1	
4-Nov-17	0.08	0	0.08	1	
29-Oct-17	2.05	0.55	1.5	0	
26-Oct-17	0.07	0	0.07	1	
25-Oct-17	1.15	0	1.15	1	
22-Oct-17	0.08	0	0.08	1	
21-Oct-17	0.76	0	0.76	1	
20-Oct-17	0.21	0	0.21	1	
19-Oct-17	0.05	0	0.05	1	
17-Oct-17	0.03	0	0.03	1	
15-Oct-17	0.5	0	0.5	1	
14-Oct-17	0.09	0	0.09	1	
13-Oct-17	0.73	0	0.73	1	
12-Oct-17	0.04	0	0.04	1	
10-Oct-17	0.01	0	0.01	1	
7-Oct-17	0.04	0	0.04	1	
6-Oct-17	2.02	0.52	1.5	0	
5-Oct-17	1.28	0	1.28	1	
4-Oct-17	0.42	0	0.42	1	
3-Oct-17	0.9	0	0.9	1	
2-Oct-17	0.28	0	0.28	1	
	65.42	5.18	60.24	171	
59th Street		1.82	acres		
Rainfall		180	days		
Total Rainfall		65.42	inches		
events less than 1.5"		171	days		
1.5 or less first flush		60.24	inches		
Residential Roads Nutrient Loading					
Nitrogen loading		0.47	mg/l		
Phosphorus loading		0.39	mg/l		
TSS Loading		85.3	mg/l		
Nitrate Loading before Treatment			3.16	kg/year	6.95 lb/year
Phosphorus Loading before Treatment			2.62	kg/year	5.77 lb/year
TSS Loading before Treatment			573.60	kg/year	1261.92 lb/year

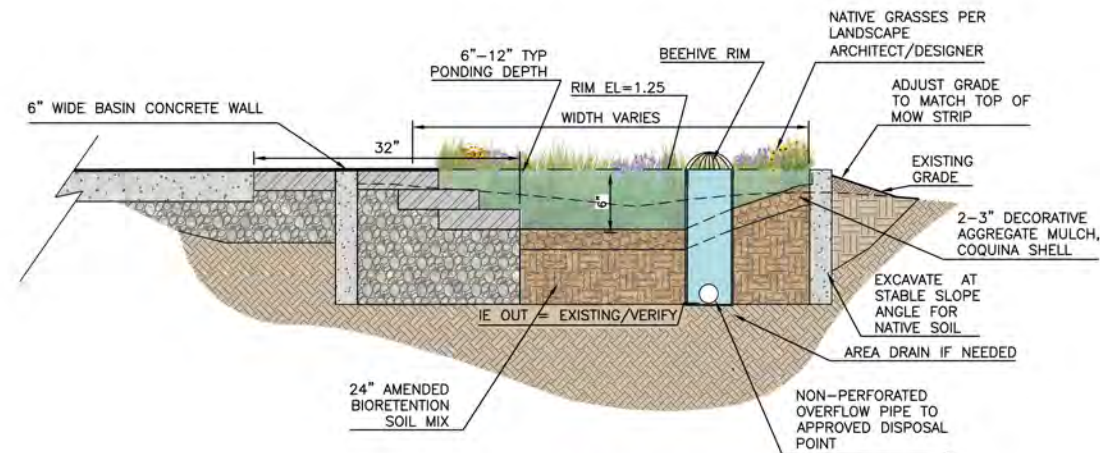
Nitrate Bypass BMP	0.25	kg/year	0.55 lb/year
Phosphorus Bypass BMP	0.21	kg/year	0.46 lb/year
TSS Bypass BMP	45.42	kg/year	99.92 lb/year
Nitrate Removal Effic	0.70		
Phosphorus Removal Effic	0.90		
TSS Removal Effic	0.80		
Annual Mass Removal			
Nitrate Treat Capture	2.04	kg/year	4.48 lb/year
Phosphorus Treatment Capture	2.17	kg/year	4.78 lb/year
TSS Treatment Capture	422.55	kg/year	929.60 lb/year

APPENDIX 7.0 PROPOSED SITE PLAN

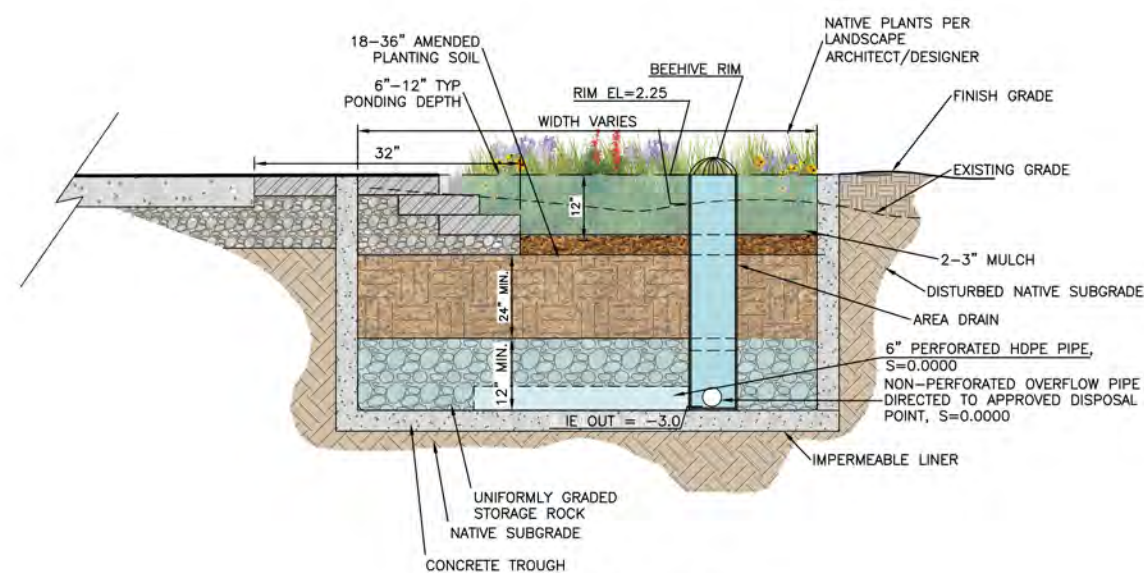


APPENDIX 8.0

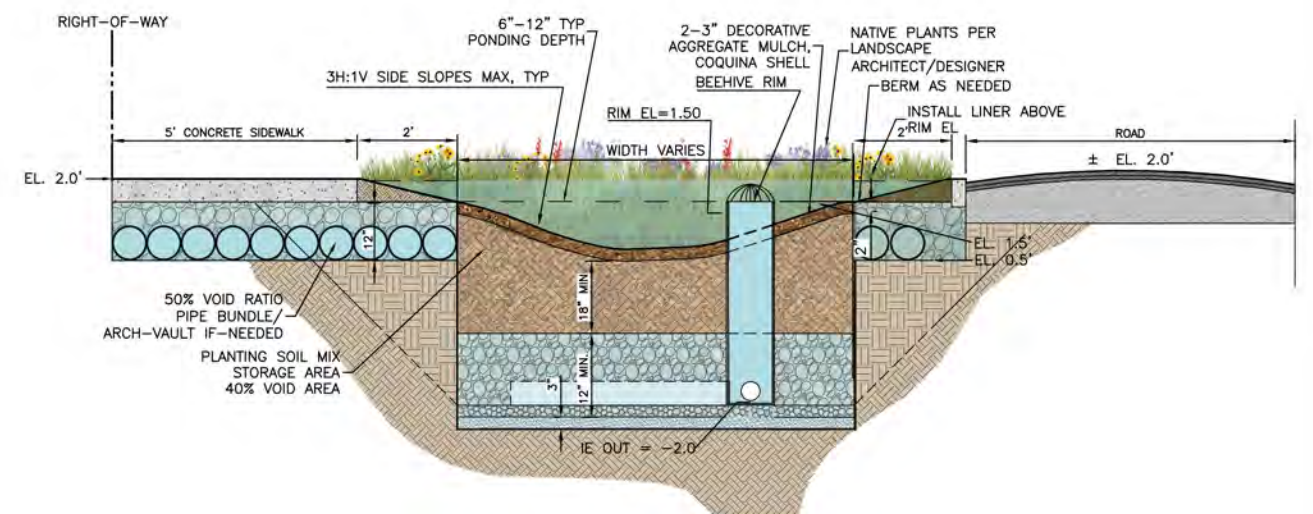
PROPOSED BIOSWALE DETAILS



ALTERNATIVE I



ALTERNATIVE III



ALTERNATIVE II

Palette of Trees Suitable for Use In Bio-Swales



Bald Cypress



Blue Flag Iris



Butterfly Weed



Cordgrass



Dahoon Holly



Green Buttonwood





Spider Lily



Swamp Rose



Sweet Bay

MIAMI BEACH

COMMITTEE MEMORANDUM

TO: Finance and Citywide Projects Committee Members

FROM: Jimmy L. Morales, City Manager

DATE: June 28, 2019

SUBJECT: **DISCUSSION TO REVIEW THE MAYOR'S PANEL ON OCEAN DRIVE, SAFETY, SECURITY, AND INFRASTRUCTURE SUBCOMMITTEE'S MOTION FOR A SECRET SHOPPER PROGRAM AS AN INVESTIGATIVE TOOL**

KEY INTENDED OUTCOME:

Revitalize Key Neighborhoods, Starting With North Beach And Ocean Drive

HISTORY:

In November of 2018, the Mayor's Panel on Ocean Drive was created to identify and recommend concerns and solutions as they relate to Ocean Drive. The Panel was divided into two subcommittees; Business and Culture Practices and Safety Security and Infrastructure. Beginning with the Safety, Security and Infrastructures first meeting, the subcommittee identified deceptive business practices as one of the main issues facing the strip. As discussions progressed, the subcommittee voted in favor, at their May 1, 2019 meeting, to direct the administration to develop a "secret" shopper program that would be utilized as an investigative tool.

ANALYSIS:

The Mayor and City Commission has identified a need to enhance the brand, identity and culture of the City of Miami Beach. Sidewalk Cafes play a pivotal role in the city's unique visitor and residential experience.

A business establishment seeking to operate a sidewalk cafe is subject to certain identifiable standards, criteria, requirements, and conditions. Food and drink menu specials offered at sidewalk cafes must be displayed or disclosed to patrons in a manner consistent with Sections 82-381 (h) and 82-385(v) of the City Code, and as expressly approved by the City as part of such business establishment's annual sidewalk cafe permit application.

However, both residents and tourists have expressed frustration with their experience dining at sidewalk cafes on Ocean Drive. Often, it is stated, establishments lure customers into their sidewalk café area and provide services other than what was verbally offered. It has become abundantly apparent that the behavior of unscrupulous actors damages the City's brand and leaves customers with the perception that all the City's establishments behave in such a manner.

To develop a Sidewalk Café Service Shopper program, part time personnel will need to be hired and provided a budget for dining within the establishments. Staff recommends adopting into the budget, sufficient funding to implement a pilot program solely within the Mixed-Use Entertainment District (MXE: Ocean Drive and Collins Avenue) inclusive of the Commercial District 2 (CD2: Washington Avenue) for the first quarter of the FY 19/20. The estimated cost to fund two part time staff members to assess the dining experience at approximately 78[1] establishments along the MXE and CD2 is \$25,000, inclusive of salaries and food/beverage consumption.

[1] number of sidewalk cafes may differ in the upcoming fiscal year.

CONCLUSION:

Staff has worked with the Chief Learning and Development Officer to begin developing a secret shopper program comparable to what is utilized for performance assessments of trolley drivers, garage security and attendants, and valet operators. Staff recognizes it would need to be unique for the purposes of assessing sidewalk cafes. The Administration supports the development of this program and recommends securing funding in the FY 19/20 budget, funding to implement.