



# MIAMIBEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, [www.miamibeachfl.gov](http://www.miamibeachfl.gov)

## COMMITTEE MEMORANDUM

TO: Mayor Matti H. Bower and Members of the City Commission

FROM: Interim City Manager Kathie G. Brooks

DATE: March 21, 2013

This shall serve as written notice that a meeting of the Finance and Citywide Projects Committee has been scheduled for March 21, 2013, at 3:00 P.M. in the City Manager's Large Conference Room.

The agenda is as follows:

### OLD BUSINESS

1. **Discussion regarding The Issuance of Request for Proposals (RFP) for Catering and Concession Services for the Miami Beach Convention Center** (*September 12, 2012 Commission Item C4E)(77)*

Max Sklar – Acting Assistant City Manager

2. **Discussion regarding the status of agreed upon audit procedures for towing companies**

James Sutter – Internal Auditor

### NEW BUSINESS

3. **Discussion regarding water conservation methods and implementation** (*June 6, 2012 Commission Item C4G)(61)*

Jay Fink – Public Works Assistant Director

4. **Discussion regarding authorizing the City Manager to negotiate and enter into temporary licensing-use agreements with contractors requiring the use of City-owned property for the purpose of staging**

**and/or storage of construction equipment in connection with City or privately funded construction projects** *(July 13, 2011 Commission Item C4E) (21)*

Anna Parekh – Real Estate, Housing & Community Development Director

- 5. Discussion regarding timely publication and distribution of agendas for the City's Boards and Committees, particularly the Committees of the City Commission and the City's Land Use Boards**

Richard Lorber – Planning & Zoning Manager

- 6. Discussion regarding the possible World Out Games Miami Beach 2017 Funding** *(December 12, 2012 Commission Item C4T) (95)*

Max Sklar – Acting Assistant City Manager

- 7. Discussion of Performance and Operational Audit by Crowe Horwarth**

Patricia Walker – Chief Financial Officer

- 8. Discussion regarding the bike lanes at Central Bayshore** *(March 13, 2013 Commission Item R7D)(121)*

Fernando Vazquez – CIP Director

- 9. Discussion regarding the issuance of a request for qualifications for a third franchise Solid Waste contractor for residential and Commercial Solid Waste collections and disposal** *(March 13, 2013 Commission Item C4A)(120)*

Jay Fink – Public Works Assistant Director

**Finance and Citywide Projects Committee Meetings for 2013:**

**April 25, 2013**

**May 15, 2013**

**June 13, 2013**

**July 25, 2013**

**September 19, 2013**

**October 24, 2013**

**November 14, 2013**

**December 19, 2013**

PDW/rs/kd

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Cc. Mayor and Members of the City Commission  
Management Team

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**Discussion Item**

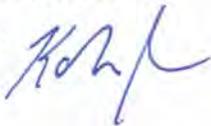
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## COMMITTEE MEMORANDUM

TO: Finance and Citywide Projects Committee Members

FROM: Kathie G. Brooks, Interim City Manager 

DATE: March 21, 2013

SUBJECT: **STATUS OF AGREED-UPON AUDIT PROCEDURES FOR TOWING COMPANIES**

### BACKGROUND

A series of meetings have taken place with representatives from both Towing Companies Tremont and Beach Towing to discuss the formulation of agreed-upon audit procedures to satisfy the Commission's request for verifying cost of operations incurred by the towing companies. The towing companies hired a Certified Public Accountant with experience in cost allocations to assist in developing a method to allocate costs. City staff from the Finance Department, Parking Department and Internal Audit Division met with the towing companies' owners, accountants and attorneys on February 4, 2013, February 27, 2013, March 14, 2013. These meetings began to focus on the type of financial records maintained by the companies, the separation of costs between public and private tows and cost allocations that could be substantiated and used for auditing the business' expenses.

The city agreed with the preliminary cost allocation methodology proposed to allocate towing expenses. The majority of expenses would be allocated on statistical data based upon the number of public tows as compared to private tows as they relate to tows with the City of Miami Beach. The towing companies are in the process of extracting this statistical information from their financial records. This is a time consuming task due to the amount of records representing all of the towing receipts. This information will be verified during the course of the audit since it will be the main allocation factor used. Other factors discussed were as follows:

- General expenses will be allocated on the cost allocation method based upon the statistical data mentioned above.
- City Administrative fees expenses would be separated out 100% against public tows.
- Security fees expenses required by the towing agreement will be allocated 100% to public tows after taking into consideration any other contracts requiring security.
- Lobbyist cost will be separated out and allocated to public tows.
- Additional cost of insurance over minimum required by the County will be allocated 100% to public tows.
- Signage costs will be 100% allocated to private tows.
- Operational costs for storage lots and office will be allocated between public and private tows.
- Revenues will be split out across the board by category of revenue.

The towing companies' accountant will continue preparing the cost allocation methods and present them back to the City staff for a meeting scheduled for April 22, 2013. City staff will finalize the agreed upon procedures with the anticipation to present them to the Finance and Citywide Project Committee meeting to be held in May.

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## COMMITTEE MEMORANDUM

TO: Finance and Citywide Projects Committee

FROM: Kathie G. Brooks, Interim City Manager

DATE: March 21, 2013

SUBJECT: **DISCUSSION ON WATER CONSERVATION METHODS AND IMPLEMENTATION**

### **BACKGROUND**

At the June 6, 2012 Commission Meeting, the discussion on water conservation methods and implementation was referred to the Finance and Citywide Projects Committee (FCWPC).

The Administration retained CDM Smith (formerly known as Camp Dresser & McKee Inc) to conduct a Water and Wastewater rate structure review in July 2010. The purpose of the study was to explore rate structure options beyond the current rate structure that would address two (2) goals:

1. Enhance water conservation
2. Assess the appropriateness of restructuring

Conservation water rates are an increasingly popular tool to influence water consumption behavior. The benefits of implementing conservation water rates include reducing water demand, saving capital infrastructure costs, and reducing energy costs and environmental impacts.

- Reduce peak daily and seasonal demands
- Reduce overall water consumption with resultant reduction in charges from Miami Dade County Water and Sewer Department (WASD)
- Conserve water during drought periods
- Allocate costs in a more equitable manner

The City was also being proactive as it was anticipated that an inclining block rate was going to be required by the Consumptive Use Permit issued to WASD by the South Florida Water Management District. However, the City is not required to adopt a conservation rate structure to be in compliance with the permit and it is not expected to be a requirement pending.

Based on the existing customer base and growth projections furnished by the City, the consultant projected customer growth by meter size (the existing customer billing classification), and number of dwelling units which may be the recommended customer billing classification.

Because revenues are affected when usage decreases, a utility must analyze its consumption patterns very closely to ensure that revenues will continue to be sufficient to cover expenses. Annual

revenue requirements were projected separately for the water system and the wastewater system, and on a combined basis.

CDM Smith evaluated various rate alternatives based upon the customer base and growth projections.

1. Alternative #1 - Elimination of the scaling capacity charges by meter size for single family residential customers.
2. Alternative #2 - First two blocks would be collapsed into a single block.
3. Alternative #3 - Employ existing water rate structure for Miami Dade Water and Sewer Department.

The current water rate structure does not promote water conservation, since a flat rate per 1,000 gallons of water used is charged regardless of the usage level. Moreover, the current water rate structure reflects what may be termed an “anti-conservation feature,” in that a volume allowance is included in the minimum monthly charge irrespective of the actual usage.

The proposed alternative water rate structures will encourage water conservation at higher usage levels by increasing the cost of consumption through an inclining block structure. High volume residential and commercial users, such as hotels, will see their monthly water bill significantly increase. Low volume users, who are typically financially more vulnerable, would see their monthly water bill reduced. All customers would also be encouraged to conserve water since they no longer would have a “free allowance”.

CDM Smith is proposing to maintain the existing wastewater rate structure, which is a uniform volume charge. The uniform wastewater volume structure complements the proposed restructured water rates, as it is already a conserving rate as far as its impact on customers.

### **CONCLUSION**

The above information and attachments are provided to facilitate the discussion by members of the committee.

  
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# City of Miami Beach Water & Wastewater Rate Study Update

Finance & Citywide Projects Committee

Daniel T. Anderson, P.E.,  
BCEE - Principal Engineer

March 2013



CDM  
Smith

# Agenda

- Purpose and Scope
- Customer Base and Projection of Revenues
  - Water System
  - Wastewater System
- Projection of Cash Flows and Overall Required Revenue Adjustments
- Development of Water and Wastewater Rates and Alternatives
- Summary and Recommendations

# Purpose and Scope of Rate Study

- Purpose: Review rates to enhance water conservation and assess appropriateness of restructuring rates for multi-family customers.
- Scope
  - Review Data
  - Project Revenue Requirements from Operations
  - Project Operating Revenues at Existing Rates
  - Project Annual Operating Cash Flows
  - Re-Structure Rates for Multi-Family Customers on a Dwelling Unit Basis
  - Develop Water/Wastewater Rates Employing “Three C’s” Approach
  - Compare Monthly Billings from Recommended Rates With Existing Billings
  - Additional Alternative Analysis
  - Develop Findings and Conclusions

# Customer Base and Projection of Revenues: Water System

Description	Fiscal Year				
	Budgeted	Projected (1)			
	2011	2012	2013	2014	2015
Water Sales (2)	\$30,284,378	\$30,284,378	\$30,284,378	\$30,284,378	\$30,284,378
Less: 5% Allowance (3)	(1,514,219)	(1,514,219)	(1,514,219)	(1,514,219)	(1,514,219)
Firelines (2)	65,000	65,000	65,000	65,000	65,000
Water Tapping (4)	210,000	210,000	210,000	210,000	210,000
Interest (5)	150,000	150,000	150,000	150,000	150,000
Other:					
Penalty Fees (6)	500,046	500,000	500,000	500,000	500,000
Miscellaneous (6)	50,000	15,000	15,000	15,000	15,000
Rate Stabilization Fund (7)	1,100,765	1,500,000	1,500,000	1,500,000	1,500,000
<b>Total Water System Revenues</b>	<b>\$30,845,970</b>	<b>\$31,210,159</b>	<b>\$31,210,159</b>	<b>\$31,210,159</b>	<b>\$31,210,159</b>

(1) Assumes no system growth beyond Fiscal Year 2011.

(2) Projected to continue at Fiscal Year 2011 levels.

(3) Equals 5% of Water Sales revenues in all years.

(4) Redevelopment continues to occur. Projected to continue at Fiscal Year 2011 levels.

(5) Based on City staff, assumes continuation at Fiscal Year 2011 budgeted level.

(6) Projected to continue at a level lower than Fiscal Year 2011.

(7) Beyond Fiscal Year 2011, amounts provided by City staff.

# Customer Base and Projection of Revenues: Wastewater System

Description	Fiscal Year				
	Budgeted	Projected (1)			
	2011	2012	2013	2014	2015
Sewer User Fees (2)	\$31,724,784	\$31,724,784	\$31,724,784	\$31,724,784	\$31,724,784
Less: 5% Allowance (3)	(1,586,239)	(1,586,239)	(1,586,239)	(1,586,239)	(1,586,239)
WASD pass-thru (2)	0	0	0	0	0
Sewer Connection Fees (4)	35,000	35,000	35,000	35,000	35,000
Sewer Fees-Cities (2)	2,336,555	2,336,555	2,336,555	2,336,555	2,336,555
Sewer Fee-Cities Credit True-up (2)	0	0	0	0	0
Sat Cities-WASD pass-thru (2)	201,465	201,465	201,465	201,465	201,465
Interest (5)	450,000	450,000	450,000	450,000	450,000
Other:					
Penalty Fees (6)	564,954	500,000	500,000	500,000	500,000
Miscellaneous (6)	30,000	60,000	60,000	60,000	60,000
Rate Stabilization Fund (7)	6,040,412	1,500,000	1,500,000	1,500,000	1,500,000
<b>Total Sewer System Revenues</b>	<b>\$39,796,931</b>	<b>\$35,221,565</b>	<b>\$35,221,565</b>	<b>\$35,221,565</b>	<b>\$35,221,565</b>

## Actual Sewer System Revenues

- (1) Assumes no system growth beyond Fiscal Year 2011.
- (2) Projected to continue at Fiscal Year 2011 levels.
- (3) Equals 5% of Sewer User Fees revenues in all years.
- (4) Redevelopment continues to occur. Projected to continue at Fiscal Year 2011 levels.
- (5) Based on City staff, assumes continuation at Fiscal Year 2011 budgeted level.
- (6) Projected to continue at a level lower than Fiscal Year 2011.

# Projection of Cash Flows at Existing Rates

## Summary of Combined Systems Projected Cash Flows at Existing Rates

Description	Budgeted 2011	Fiscal Year			
		Projected			
	2011	2012	2013	2014	2015
Total Operating Revenues	\$70,642,901	\$66,431,724	\$66,431,724	\$66,431,724	\$66,431,724
Total Operating Expenses	50,111,958	50,420,015	52,014,465	53,670,865	55,392,310
Net Operating Revenues	\$20,530,943	\$16,011,709	\$14,417,259	\$12,760,859	\$11,039,414
Total Annual Debt Service	\$10,265,613	\$11,037,325	\$12,023,174	\$10,765,812	\$12,339,184
Debt Service Coverage	200%	145%	120%	119%	89%
Net Operating Revs. After D/S	\$10,265,330	\$4,974,384	\$2,394,085	\$1,995,047	(\$1,299,771)
Total Other Uses of Funds	\$10,265,330	\$6,668,493	\$6,762,697	\$6,965,113	\$7,173,722
Annual Surplus/(Deficit)	\$0	(\$1,694,109)	(\$4,368,612)	(\$4,970,066)	(\$8,473,493)
Actual Annual Surplus/Deficit					

# Projection of Cash Flows and Overall Required Revenue Adjustments

## Summary of Combined Systems Projected Cash Flows with Rate Increases

Description	Budgeted 2011	Fiscal Year			
		2012	2013	2014	2015
Total Operating Revenues	\$70,642,901	\$68,273,189	\$71,177,959	\$71,830,625	\$75,635,970
Total Operating Expenses	50,111,958	50,565,394	52,389,168	54,097,094	56,118,961
Net Operating Revenues	\$20,530,943	\$17,707,795	\$18,788,791	\$17,733,530	\$19,517,008
Total Annual Debt Service	\$10,265,613	\$11,037,325	\$12,023,174	\$10,765,812	\$12,339,184
Debt Service Coverage	200%	160%	156%	165%	158%
Net Operating Revs. After D/S	\$10,265,330	\$6,670,470	\$6,765,617	\$6,967,718	\$7,177,824
Total Other Uses of Funds	\$10,265,330	\$6,668,493	\$6,762,697	\$6,965,113	\$7,173,722
Annual Surplus/(Deficit)	\$0	\$1,977	\$2,920	\$2,606	\$4,102
Actual Annual Surplus/Deficit					
<b>Overall % Rev. Adjustment Required:</b>					
Cumulative (13)	0.00%	0.00%	6.43%	8.29%	13.44%
Annual (14)	0.00%	0.00%	6.43%	1.75%	4.76%

# Development of Water and Wastewater Conservation Rates

## Calculation of Water Conservation Rate Schedule

<u>Description</u>	<u>Amount</u>
<u>MONTHLY CUSTOMER CHARGE</u>	
Charge per Account for All Customer Classes	\$3.00
<u>MONTHLY CAPACITY CHARGE</u>	
Charge per Multi-Family Dwelling Unit	\$2.77
Charge per Meter for All Other Customer Classes:	
3/4"	\$4.40
1"	\$11.00
1-1/2"	\$22.00
2"	\$35.20
3"	\$70.40
4"	\$110.00
6"	\$220.00

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# Development of Conservation Water Rates

## Calculation of Water System Rate Schedule <sup>(1)</sup> (Continuation)

Description	Meter Size						
	5/8"	1"	1-1/2"	2"	3"	4"	6"
<u>MONTHLY VOLUME CHARGES</u>							
<u>1ST Block:</u>							
Range (1,000 Gallons)	0 - 3 TG	0 - 7 TG	0 - 15 TG	0 - 24 TG	0 - 48 TG	0 - 75 TG	0 - 150 TG
All Customers Other Than Multi-Family	\$2.18	\$2.18	\$2.18	\$2.18	\$2.18	\$2.18	\$2.18
Multi-Family 0 - 1.9 TG/DU	\$2.18						
<u>2ND Block:</u>							
Range (1,000 Gallons)	4 - 7 TG	8 - 18 TG	16 - 35 TG	25 - 56 TG	49 - 112 TG	76 - 175 TG	151 - 350 TG
All Customers Other Than Multi-Family	\$5.23	\$5.23	\$5.23	\$5.23	\$5.23	\$5.23	\$5.23
Multi-Family 2.0 - 4.4 TG/DU	\$5.23						
<u>3RD Block:</u>							
Range (1,000 Gallons)	8 - 12 TG	19 - 30 TG	36 - 60 TG	57 - 96 TG	113 - 192 TG	176 - 300 TG	351 - 600 TG
All Customers Other Than Multi-Family	\$6.54	\$6.54	\$6.54	\$6.54	\$6.54	\$6.54	\$6.54
Multi-Family 4.5 - 7.6 TG/DU	\$6.54						
<u>4TH Block:</u>							
Range (1,000 Gallons)	> 12 TG	> 30 TG	> 60 TG	> 96 TG	> 192 TG	> 300 TG	> 600 TG
All Customers Other Than Multi-Family	\$9.81	\$9.81	\$9.81	\$9.81	\$9.81	\$9.81	\$9.81
Multi-Family (> 7.6 TG/DU)	\$9.81						

# Development of Wastewater Rates

Description	Amount
<u>MONTHLY CAPACITY CHARGE</u>	
Charge per Multi-Family Dwelling Unit	\$2.88
<u>Charge per Meter for All Other Customer Classes:</u>	
3/4"	\$4.57
1"	\$11.43
1-1/2"	\$22.85
2"	\$36.56
3"	\$73.12
4"	\$114.25
6"	\$228.50
<u>MONTHLY VOLUME CHARGE</u>	
<u>Charge per 1,000 Gallons (Except Irrigation Accounts):</u>	
<u>In Conjunction with a Monthly Capacity Charge</u>	\$5.52
<u>For Full Cost Recovery</u>	\$6.15

# Development of Water and Wastewater Rates Alternatives

- BACKGROUND

- City requested additional analyses be performed of alternatives to the water rate structures considering features of other South Florida jurisdictions.

- ALTERNATIVE #1

- Elimination of the scaling of the monthly capacity charges by meter size for single family residential customers.

- ALTERNATIVE #2

- First two blocks would be collapsed into a single block.

- ALTERNATIVE #3

- Employ existing water rate structure for MDWASD.

# Alternative 1 Water Rates

## Calculation of Water System Monthly Volume Charges

Description	Meter Size							
	5/8"	1"	1-1/2"	2"	3"	4"	6"	8"
<b>MONTHLY VOLUME CHARGES</b>								
<u>1ST Block:</u>								
Range (1,000 Gallons)	0 - 3 TG	0 - 7 TG	0 - 15 TG	0 - 24 TG	0 - 48 TG	0 - 75 TG	0 - 150 TG	1 - 240 TG
All Customers Other Than Multi-Family	\$2.18	\$2.18	\$2.18	\$2.18	\$2.18	\$2.18	\$2.18	\$2.18
<u>2ND Block:</u>								
Range (1,000 Gallons)	4 - 7 TG	8 - 18 TG	16 - 35 TG	25 - 56 TG	49 - 112 TG	76 - 175 TG	151 - 350 TG	241 - 560 TG
All Customers Other Than Multi-Family	\$5.23	\$5.23	\$5.23	\$5.23	\$5.23	\$5.23	\$5.23	\$5.23
<u>3RD Block:</u>								
Range (1,000 Gallons)	8 - 12 TG	19 - 30 TG	36 - 60 TG	57 - 96 TG	113 - 192 TG	176 - 300 TG	351 - 600 TG	561 - 960 TG
All Customers Other Than Multi-Family	\$6.54	\$6.54	\$6.54	\$6.54	\$6.54	\$6.54	\$6.54	\$6.54
<u>4TH Block:</u>								
Range (1,000 Gallons)	> 12 TG	> 30 TG	> 60 TG	> 96 TG	> 192 TG	> 300 TG	> 600 TG	> 960 TG
All Customers Other Than Multi-Family	\$9.81	\$9.81	\$9.81	\$9.81	\$9.81	\$9.81	\$9.81	\$9.81

# Alternative 2 Water Rates

## Calculation of Water System Monthly Volume Charges

Description	Meter Size							
	5/8"	1"	1-1/2"	2"	3"	4"	6"	
<b>MONTHLY VOLUME CHARGES</b>								
<b>1ST Block:</b>								
Range (1,000 Gallons)	0 - 7 TG	0 - 18 TG	0 - 35 TG	0 - 56 TG	0 - 112 TG	0 - 175 TG	0 - 350 TG	560
All Customers Other Than Multi-Family	\$2.95	\$2.95	\$2.95	\$2.95	\$2.95	\$2.95	\$2.95	
<b>2ND Block:</b>								
Range (1,000 Gallons)	8 - 12 TG	19 - 30 TG	36 - 60 TG	57 - 96 TG	113 - 192 TG	176 - 300 TG	351 - 600 TG	960
All Customers Other Than Multi-Family	\$4.43	\$4.43	\$4.43	\$4.43	\$4.43	\$4.43	\$4.43	
<b>3RD Block:</b>								
Range (1,000 Gallons)	> 12 TG	> 30 TG	> 60 TG	> 96 TG	> 192 TG	> 300 TG	> 600 TG	
All Customers Other Than Multi-Family	\$8.85	\$8.85	\$8.85	\$8.85	\$8.85	\$8.85	\$8.85	

# Alternative 3 Water Rates

## Calculation of Water System Monthly Volume Charges

Description	Meter Size							
	5/8"	1"	1-1/2"	2"	3"	4"	6"	8"
<b>MONTHLY VOLUME CHARGES</b>								
<u>1ST Block:</u>								
Range (1,000 Gallons)	0 - 3 TG	0 - 7 TG	0 - 15 TG	0 - 24 TG	0 - 48 TG	0 - 75 TG	0 - 150 TG	
All Customers Other Than Multi-Family	\$2.18	\$2.18	\$2.18	\$2.18	\$2.18	\$2.18	\$2.18	\$2.18
Multi-Family 0 - 1.9 TG/DU	\$2.18							
<u>2ND Block:</u>								
Range (1,000 Gallons)	4 - 7 TG	8 - 18 TG	16 - 35 TG	25 - 56 TG	49 - 112 TG	76 - 175 TG	151 - 350 TG	
All Customers Other Than Multi-Family	\$5.23	\$5.23	\$5.23	\$5.23	\$5.23	\$5.23	\$5.23	\$5.23
Multi-Family 2.0 - 4.4 TG/DU	\$5.23							
<u>3RD Block:</u>								
Range (1,000 Gallons)	8 - 12 TG	19 - 30 TG	36 - 60 TG	57 - 96 TG	113 - 192 TG	176 - 300 TG	351 - 600 TG	
All Customers Other Than Multi-Family	\$6.54	\$6.54	\$6.54	\$6.54	\$6.54	\$6.54	\$6.54	\$6.54
Multi-Family 4.5 - 7.6 TG/DU	\$6.54							
<u>4TH Block:</u>								
Range (1,000 Gallons)	> 12 TG	> 30 TG	> 60 TG	> 96 TG	> 192 TG	> 300 TG	> 600 TG	
All Customers Other Than Multi-Family	\$9.81	\$9.81	\$9.81	\$9.81	\$9.81	\$9.81	\$9.81	\$9.81
Multi-Family (> 7.6 TG/DU)	\$9.81							

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# Wastewater Rate Alternatives

Scenario	Wastewater Rate per TG for Full Cost Recovery
Existing Conditions	\$6.04
Rate Study Initial Evaluation	\$6.15
Alternative #1	\$6.15
Alternative #2	\$6.04
Alternative #3	\$6.15

# Summary of Alternatives on Sample Aggregate Water/Sewer Bills

## Sample 1 Large Hotel

Scenario	Total Monthly Water Bill	Total Monthly Sewer Bill	Total Monthly Bill	Change from Existing Rates
Existing Rate	\$ 16,839	\$ 22,845	\$ 39,684	
Rate Study Initial Evaluation	\$ 34,142	\$ 23,261	\$ 57,403	44.7%
Alternative #1	\$ 34,198	\$ 23,261	\$ 57,459	44.8%
Alternative #2	\$ 30,227	\$ 22,845	\$ 53,071	33.7%
Alternative #3	\$ 34,142	\$ 23,261	\$ 57,403	44.7%

## Sample 2 Large Hotel

Scenario	Total Monthly Water Bill	Total Monthly Sewer Bill	Total Monthly Bill	Change from Existing Rates
Existing Rate	\$ 5,895	\$ 8,166	\$ 14,061	
Rate Study Initial Evaluation	\$ 11,997	\$ 8,315	\$ 20,312	44.5%
Alternative #1	\$ 12,013	\$ 8,315	\$ 20,328	44.6%
Alternative #2	\$ 10,574	\$ 8,166	\$ 18,740	33.3%
Alternative #3	\$ 11,997	\$ 8,315	\$ 20,312	44.5%

## Sample Hospital

Scenario	Total Monthly Water Bill	Total Monthly Sewer Bill	Total Monthly Bill	Change from Existing Rates
Existing Rate	\$ 41,412	\$ 57,369	\$ 98,781	
Rate Study Initial Evaluation	\$ 89,772	\$ 58,414	\$ 148,186	50.0%
Alternative #1	\$ 89,816	\$ 58,414	\$ 148,230	50.1%
Alternative #2	\$ 80,343	\$ 57,369	\$ 137,711	39.4%
Alternative #3	\$ 89,772	\$ 58,414	\$ 148,186	50.0%

# Summary of Alternatives on Sample Aggregate Water/Sewer Bills

## Sample 1 Commercial

Scenario	Total Monthly Water Bill	Total Monthly Sewer Bill	Total Monthly Bill	Change from Existing Rates
Existing Rate	\$ 276	\$ 320	\$ 596	
Rate Study Initial Evaluation	\$ 252	\$ 326	\$ 577	-3.2%
Alternative #1	\$ 266	\$ 326	\$ 591	-0.8%
Alternative #2	\$ 272	\$ 320	\$ 591	-0.8%
Alternative #3	\$ 252	\$ 326	\$ 577	-3.2%

## Sample 3 Large Hotel

Scenario	Total Monthly Water Bill	Total Monthly Sewer Bill	Total Monthly Bill	Change from Existing Rates
Existing Rate	\$ 9,601	\$ 13,301	\$ 22,902	
Rate Study Initial Evaluation	\$ 20,758	\$ 13,543	\$ 34,302	49.8%
Alternative #1	\$ 20,769	\$ 13,543	\$ 34,312	49.8%
Alternative #2	\$ 18,561	\$ 13,301	\$ 31,862	39.1%
Alternative #3	\$ 20,759	\$ 13,543	\$ 34,302	49.8%

## Sample Country Club

Scenario	Total Monthly Water Bill	Total Monthly Sewer Bill	Total Monthly Bill	Change from Existing Rates
Existing Rate	\$ 10,007	\$ 13,862	\$ 23,869	
Rate Study Initial Evaluation	\$ 17,246	\$ 14,115	\$ 31,360	31.4%
Alternative #1	\$ 17,313	\$ 14,115	\$ 31,428	31.7%
Alternative #2	\$ 14,536	\$ 13,862	\$ 28,399	19.0%
Alternative #3	\$ 17,246	\$ 14,115	\$ 31,361	31.4%

# Summary of Alternatives on Sample Aggregate Water/Sewer Bills

## Sample 2 Commercial

Scenario	Total Monthly Water Bill	Total Monthly Sewer Bill	Total Monthly Bill	Change from Existing Rates
Existing Rate	\$ 8,042	\$ 11,140	\$ 19,182	
Rate Study Initial Evaluation	\$ 16,136	\$ 11,343	\$ 27,480	43.3%
Alternative #1	\$ 16,161	\$ 11,343	\$ 27,505	43.4%
Alternative #2	\$ 14,173	\$ 11,140	\$ 25,314	32.0%
Alternative #3	\$ 16,136	\$ 11,343	\$ 27,480	43.3%

## Sample 1 Condominium (approx. 800 Units)

Scenario	Total Monthly Water Bill	Total Monthly Sewer Bill	Total Monthly Bill	Change from Existing Rates
Existing Rate	\$ 4,748	\$ 6,577	\$ 11,325	
Rate Study Initial Evaluation	\$ 8,565	\$ 6,697	\$ 15,262	34.8%
Alternative #1	\$ 8,592	\$ 6,697	\$ 15,289	35.0%
Alternative #2	\$ 7,312	\$ 6,577	\$ 13,889	22.6%
Alternative #3	\$ 8,565	\$ 6,697	\$ 15,262	34.8%

## Sample 2 Condominium (approx. 700 units)

Scenario	Total Monthly Water Bill	Total Monthly Sewer Bill	Total Monthly Bill	Change from Existing Rates
Existing Rate	\$ 3,248	\$ 4,500	\$ 7,749	
Rate Study Initial Evaluation	\$ 6,465	\$ 4,582	\$ 11,047	42.6%
Alternative #1	\$ 6,475	\$ 4,582	\$ 11,057	42.7%
Alternative #2	\$ 5,666	\$ 4,500	\$ 10,166	31.2%
Alternative #3	\$ 6,465	\$ 4,582	\$ 11,047	42.6%

# Summary of Alternatives on Sample Aggregate Water/Sewer Bills

## Sample 3 Condominium (approx. 600 units)

Scenario	Total Monthly Water Bill	Total Monthly Sewer Bill	Total Monthly Bill	Change from Existing Rates
Existing Rate	\$ 2,165	\$ 3,000	\$ 5,165	
Rate Study Initial Evaluation	\$ 4,028	\$ 3,054	\$ 7,082	37.1%
Alternative #1	\$ 4,039	\$ 3,054	\$ 7,093	37.3%
Alternative #2	\$ 3,468	\$ 3,000	\$ 6,468	25.2%
Alternative #3	\$ 4,028	\$ 3,054	\$ 7,082	37.1%

## Sample 4 Condo (approx. 100 Units)

Scenario	Total Monthly Water Bill	Total Monthly Sewer Bill	Total Monthly Bill	Change from Existing Rates
Existing Rate	\$ 5,531	\$ 7,662	\$ 13,192	
Rate Study Initial Evaluation	\$ 10,755	\$ 7,801	\$ 18,557	40.7%
Alternative #1	\$ 10,777	\$ 7,801	\$ 18,578	40.8%
Alternative #2	\$ 9,371	\$ 7,662	\$ 17,033	29.1%
Alternative #3	\$ 10,755	\$ 7,801	\$ 18,557	40.7%

## City of Miami Beach

Scenario	Total Monthly Water Bill	Total Monthly Sewer Bill	Total Monthly Bill	Change from Existing Rates
Existing Rate	\$ 162,216	\$ 28,857	\$ 191,073	
Rate Study Initial Evaluation	\$ 259,254	\$ 29,382	\$ 288,636	51.1%
Alternative #1	\$ 261,533	\$ 33,753	\$ 295,286	54.5%
Alternative #2	\$ 228,216	\$ 28,857	\$ 257,072	34.5%
Alternative #3	\$ 254,769	\$ 29,382	\$ 284,151	48.7%

# Impacts on Single Family Residential Customers

## Sample Island Customer

Scenario	Total Monthly Water Bill	Total Monthly Sewer Bill	Total Monthly Bill	Change from Existing Rates
Existing Rate	\$ 828	\$ 1,106	\$ 1,933	
Rate Study Initial Evaluation	\$ 1,396	\$ 1,126	\$ 2,522	30.5%
Alternative #1	\$ 1,403	\$ 1,126	\$ 2,528	30.8%
Alternative #2	\$ 1,245	\$ 1,106	\$ 2,351	21.6%
Alternative #3	\$ 1,393	\$ 1,126	\$ 2,519	30.3%

## Sample South Beach Customer

Scenario	Total Monthly Water Bill	Total Monthly Sewer Bill	Total Monthly Bill	Change from Existing Rates
Existing Rate	\$ 22	\$ 23	\$ 45	
Rate Study Initial Evaluation	\$ 18	\$ 23	\$ 41	-7.8%
Alternative #1	\$ 19	\$ 23	\$ 42	-6.3%
Alternative #2	\$ 19	\$ 23	\$ 42	-5.9%
Alternative #3	\$ 19	\$ 23	\$ 42	-6.3%

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# Impacts on Single Family Residential Customers

## Sample Middle Beach Customer

Scenario	Total Monthly Water Bill	Total Monthly Sewer Bill	Total Monthly Bill	Change from Existing Rates
Existing Rate	\$ 48	\$ 58	\$ 106	
Rate Study Initial Evaluation	\$ 46	\$ 59	\$ 105	-1.0%
Alternative #1	\$ 49	\$ 59	\$ 108	2.2%
Alternative #2	\$ 57	\$ 58	\$ 114	8.1%
Alternative #3	\$ 49	\$ 59	\$ 108	2.2%

## Sample North Beach Customer

Scenario	Total Monthly Water Bill	Total Monthly Sewer Bill	Total Monthly Bill	Change from Existing Rates
Existing Rate	\$ 24	\$ 34	\$ 58	
Rate Study Initial Evaluation	\$ 27	\$ 34	\$ 62	6.4%
Alternative #1	\$ 28	\$ 34	\$ 63	7.6%
Alternative #2	\$ 25	\$ 34	\$ 58	0.3%
Alternative #3	\$ 28	\$ 34	\$ 63	7.6%

## Summary and Recommendations

- Current water rate structure does not promote water conservation.
- Recommended water rate structure sends pricing signal to foster water conservation at higher usage levels.
- For low volume users (typically financially vulnerable customers), monthly water bill would be reduced.
- Water rates should be structured consistent with Alternative #2.
- Recommend City retain existing wastewater rate structure, which is a uniform volume charge structure.
- Any change to the uniform wastewater rate would weaken conservation enhancements provided in recommended water rate structure.

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# MIAMI BEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, [www.miamibeachfl.gov](http://www.miamibeachfl.gov)

## COMMITTEE MEMORANDUM

TO: Finance and Citywide Projects Committee Members

FROM: Kathie G. Brooks, Interim City Manager

DATE: March 21, 2013

SUBJECT: **DISCUSSION REGARDING THE USE OF CITY-OWNED FEE SIMPLE LAND FOR THE PURPOSE OF STAGING AND/OR STORAGE OF CONSTRUCTION EQUIPMENT IN CONNECTION WITH CITY OR PRIVATELY FUNDED CONSTRUCTION PROJECTS.**

### BACKGROUND

The City has no established policy regarding the use of City-owned fee simple land for construction staging and/or construction equipment storage.

Currently, arrangements are made on a case-by-case basis, interdepartmentally, depending on the proposed use of the land. Because it is not feasible to govern the use of City-owned fee simple land by a conventional lease agreement or by the existing mechanism and fee structure identified for use of right-of-ways, the Administration has developed a proposed License and Use Agreement for your consideration, and has also conducted an analysis of comparable market rates for the use of land for construction staging. The analysis of comparable rates resulted in widely varying scenarios for the City's consideration in determining a fee structure. Other general matters should be determined such as whether the City wishes to charge contractors for the use of City land during City construction projects; whether the City should allow contractors to use City land for staging of private projects, and whether the City should allow contractors to use City of Miami Beach land for staging of projects in neighboring communities.

In 2011, as the City anticipated escalating its right-of-way (ROW) infrastructure improvement projects, City contractors began to pursue available sites for staging and storage. The City did not have a process or fee structure in place to govern the use of City property for construction staging.

The City was approached by, among others, Weekly Asphalt and Paving, the contractor engaged by FDOT to undertake roadway improvements extending along AIA (Collins Avenue) from 75<sup>th</sup> Street in Miami Beach to beyond City limits, where Collins Avenue intersects Harding Avenue in Surfside. The contractor had requested temporary use of one of the vacant City-owned lots on Collins Avenue between 86<sup>th</sup> and 87<sup>th</sup> Streets for its construction staging for a period of approximately twelve months, commencing as soon as available. Earlier requests were also received from the City of Bal Harbor requesting temporary use of one or more of these same lots for a project that it completed last summer and from Ric-Man International for a project it is currently working on in the City of Surfside. Due to the anticipated timing involved with the City being able to make a decision concerning use of the vacant lots, Bal Harbour opted to stage within its own boundaries while Ric-Man International did not want to spend more than

\$1,000.00 per month for use of the site. Other ROW projects, including Central Bay Shore and Lake Pancoast being undertaken by Lanzo Construction and Sunset Islands 1 and 2 being undertaken by DMSI, are using FDOT's property on the Julia Tuttle Causeway for staging at no additional cost to the projects.

David Mancini & Sons (DMSI) is currently using 52,500 square feet of City-owned vacant lots located between 85 and 86<sup>th</sup> Streets along Collins Avenue. DMSI has been using this site since May 4, 2011 for construction staging, parking and material storage in connection with two projects. At first, DMSI utilized the site while working as the City's right-of-way JOC Contractor for the Water Main Installation Project, and then remained on the site for the Biscayne Point Neighborhood Project, which broke ground at the end of September, 2011. DMSI provided proof of liability insurance coverage which shows the City as an Additional Named Insured, however a fee structure for the use of the property is yet to be determined.

### **ANALYSIS**

While there is no fee structure in place for construction staging on fee simple land, a mechanism and fee structure exists regarding obstruction of City right-of-way space during construction staging. Section 82-151 of the City Code cites the market rate for obstruction of ROW as \$.03 per square foot per day, plus a \$37.50 application fee, and requires that contractors also be required to provide commercial general liability insurance naming the City as an additional insured, as well as worker's compensation and employer's liability as approved by the City's Risk Manager. Public Works also charges a review fee of \$320.43 to cover the cost of staff time spent reviewing applications of this nature.

For vacant City land that is not a right-of-way, the Administration is recommending the development of a License and Use Agreement, a draft of which is attached, which will govern the use of the site(s) for the duration of the construction projects. If the City wishes to continue to allow construction staging on fee simple land, and wishes to charge a fee, it is recommended that a Use Fee range be approved. Therefore, the Administration conducted research of comparable Miami Beach sites used for construction staging by general contractors, revealing the following information:

1. The City's established rate for obstructing ROWs is \$.03 per square foot per day, plus a \$37.50 application fee.
2. In 2008, the City of Miami Beach Housing Authority (HACMB) rented its property located at 321-327 Michigan Avenue site to Ric-Man International for staging of the Washington Avenue Improvement Project. HACMB charged Ric-Man \$5.14 per square foot or \$6,000 per month for use of 14,000 square feet of property
3. One approach used by a private property owner for use of its property in South Pointe for construction staging has been to charge a prorata/per diem share of real estate taxes. This affords the private property owner with tax relief on vacant, unused/underused property. As you know, City property isn't taxable.
4. According to information received from CIP and Trans Florida Construction which has been contracted by the City in connection with phases 3, 4 and 5 of the South Pointe Streetscape Project, it is currently staging on two privately-owned properties in South Pointe: a 17,250 square foot lot located at 126 Ocean Drive, at a rate of \$2.43 per square foot or \$3,500 per month to rent the property; and a 9,000 square foot lot located at 803 5<sup>th</sup> Street, at a rate of \$2.93 per square foot or \$2,200 per month.

Year	Property Owner - Contractor	Location	Lot Size	Fee Structure
2005	City ROW Ordinance	Citywide	N.A.	\$.03 sq ft/per day, plus a \$37.50 app fee
2008	Housing Auth- Ric Man Int'l	321 Michigan Ave	14,000 sf	\$5.14/sf
2011	Ocean Drive CFI - Trans Florida (A)	126 Ocean Drive	17,250 sf	\$2.43/sf
2011	Burman Investments - Trans Florida (B)	803 5 <sup>th</sup> Street	9,000 sf	\$2.93/sf
N.A.	The Related Group	N.A.	N.A.	Pro Rata/Per Diem – Real estate Taxes

As you know, construction staging is a component of all construction projects, and presents the greatest challenge for right-of-way projects. A general contractor's budget for construction staging as a project cost should be based on market trends for available, nearby staging areas. Contractors hired to build City projects have used a combination of private and public property for their staging/storage needs. While providing underused/vacant and available City land for construction staging/storage presents a revenue generating opportunity, it is important to note that these staging areas – even when well managed – do generate new and different (heavy equipment) traffic into areas typically not accustomed to such.

Therefore, the Administration would like direction on the following:

- Should the City allow construction staging on fee simple land?
- If so, should the City charge contractors when staging on City-owned fee simple property for City construction projects?
- Should the City allow contractors to use City-owned fee simple property for staging for private projects?
- Should the City allow contractors to use City-owned fee simple property for staging for public projects from neighboring communities?

**RECOMMENDATION**

The Administration recommends that, if the City opts to continue to allow any use of City-owned fee simple property for construction staging, that the attached License and Use Agreement be approved as the governing document. This Agreement reflects certain set terms and conditions for use of City-owned fee-simple property, including identifying the Use Fee; site use restrictions; indemnification provisions; insurance requirements; site restoration conditions; environmental remediation requirements; and site access by the City.

Also, the Administration makes the following general recommendations:

- Should the City charge contractors when staging on City-owned fee simple property for City construction projects? The Administration recommends that fees should not be charged, but should instead be re-directed towards projects costs. This will provide a greater benefit to the public.
- Should the City allow contractors to use City-owned fee simple property for staging for private projects? The Administration recommends against. The projected revenue potential and anticipated administrative costs to the City do not justify the imposition which large, disruptive, private projects will have on City-owned sites and neighboring residents.
- Should the City allow contractors to use City-owned fee simple property for staging for

public projects from neighboring communities? The Administration recommends against. Neighboring communities' projects should not be staged on City of Miami Beach sites due to the disruption and inconvenience to our residents.

Finally, in the event that the City continues to allow the use of City-owned fee simple property for construction staging, the Administration recommends charging the existing \$.03 per square foot/per day, plus a \$37.50 application fee rate based on the City's Right-of-way Ordinance. Applications would need to be reviewed by various departments including, but not limited to, Real Estate, Housing and Community Development, Public Works and Building. As such, the Administration also recommends establishing a review fee based on the cost of staff time needed to review an application.

### **CONCLUSION**

If the FCWPC determines that the City should continue to allow the use of City-owned fee simple land for construction staging, the Administration will establish a policy, a License and Use Agreement, and a fee structure to govern the process.

KGB/MS/AP/KOB  
Attachments

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## LICENSE AND USE AGREEMENT

THIS LICENSE AND USE AGREEMENT ("Agreement"), made the \_\_\_\_\_ day of \_\_\_\_\_, 2013 (the Effective Date), by and between the CITY OF MIAMI BEACH, FLORIDA, a Florida municipal corporation ("City" or "Licensor"), and \_\_\_\_\_ INC, a Florida corporation ("Licensee"). Licensor and Licensee may also sometimes referred to, individually, as a "Party" or collectively, as the "Parties".

NOW, THEREFORE, and in consideration of the mutual promises, covenants, agreements, terms and conditions, herein contained, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties hereto do agree as follows:

1. Permitted Uses. Licensor hereby grants to Licensee a license to occupy and use, subject to all of the terms and conditions hereof, those certain parcel(s) generally described as Subdivision Name, PB \_\_\_\_, Lots \_\_\_\_ through \_\_\_\_, Block \_\_\_\_, and located generally along \_\_\_\_\_, from \_\_\_\_<sup>th</sup> Street to \_\_\_\_<sup>th</sup> Street, all as more specifically detailed in the location map, attached and incorporated as **Exhibit "A"** hereto, (the "Parcel(s)").

Licensee may occupy and use the Parcels solely for the purpose of staging equipment and storage of materials in connection with those certain City-funded right-of-way improvements and \_\_\_\_\_ repairs, being undertaken by the Licensee along \_\_\_\_\_, as per City of Miami Beach Resolution No. \_\_\_\_\_, attached and incorporated as **Exhibit "B"** hereto (hereinafter referred to as "the Project").

2. Term. The term of this Agreement shall commence upon execution of the Agreement by both Parties, which shall be referenced as the "Effective Date" on page 1 (above) of this Agreement, and shall terminate upon the earlier of "Substantial Completion" of the Project, as determined in writing by the Licensee's Engineer of Record; or Date, unless otherwise extended, at Licensor's sole discretion.

3. Use Fee. TBD

4. Indemnification. Licensee shall indemnify and hold harmless the Licensor, and its officers, employees, agents, and contractors, from and against any and all claims, suits, actions, damages or causes of action arising from or in connection with Licensee's, and/or its officers, employees, contractors and/or agents' activities pursuant to this License Agreement; its occupancy of the Parcels; and any other work incidental thereto.

5. Insurance. Prior to the Effective Date, Licensee shall provide Licensor for Licensor's review and approval with evidence of General Liability, Automobile Liability and Worker's Compensation insurance, in such form and amount(s) as shall be satisfactory to the City's Risk Manager. The minimum limits of coverage for General Liability shall be \$1,000,000 per occurrence, combined, single limit for bodily injury liability and property damage liability, and shall name the City of Miami Beach, Florida, as additional insured.

6. Safety and Workmanship. Licensee shall coordinate all work with the City Manager or his/her designee in order to minimize impact on Licensor's operations. Licensee shall take all necessary safety precautions, secure the Parcels by appropriate construction fencing, and coordinate with the City Manager or his/her designee to assure the safety of City employees, contractors, residents, guests, invitees, visitors, and the general public at all times during the Term.

Licensee shall resolve any safety or workmanship issues to the conditions mandated by the City Engineer.

7. Storm Water Pollution Prevention Plan. Licensee shall submit a Storm-water Pollution Prevention Plan for the Parcels within sixty (60) days of the Effective Date. The purpose of this Plan is to reduce the potential of sediments and construction debris from entering the City's storm water system from the Licensee's construction staging activities:

- A. The Licensee should describe and provide indication on a site map of all erosion and sediment controls and storm water best management practices to reduce erosion, sedimentation, and storm water pollution. These controls may include silt fences, entrance/exit controls, storm drain inlet protection, and reinforced soil retaining systems. The Licensee should establish a maintenance plan for all structural and non-structural controls to assure that they remain in good and effective operating condition.
- B. The Licensee should implement good housekeeping techniques to reduce contamination of storm water runoff. The Licensee should describe in detail controls for the following potential pollutants:
  - (i) Waste disposal, this may include construction debris, chemicals, litter, and sanitary waste.
  - (ii) Offsite vehicle tracking from construction entrances/exits.
  - (iii) The storage, application, generation and migration of all toxic substances.

8. Licensee's Obligation for Restoration. At the conclusion of the Term, Licensee shall immediately restore the Parcels, and any other adjacent City property affected by the Licensee's activities, to a condition that is not only safe and usable, but that is as good as, or better, than previously existed prior to the Effective Date of this Agreement.

9. Construction of Agreement. The Parties to this Agreement have substantially contributed to the drafting and negotiation of this Agreement, and this Agreement shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than any other. The Parties acknowledge that they have thoroughly read this Agreement, including all exhibits and attachments hereto, and have sought and received whatever competent legal advice and counsel was necessary for them to form a full and complete understanding of all rights and obligations herein.

10. Notices. All notices and communications in writing required or permitted hereunder may be delivered personally to the representatives of Licensor and Licensee 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 LICENSEE:**

\_\_\_\_\_  
Title: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(305) \_\_\_\_\_ Ext. \_\_\_\_  
Attn: \_\_\_\_\_

**TO LICENSOR:**

City of Miami Beach  
City Manager  
1700 Convention Center Drive  
Miami Beach, Florida 33139  
(305) 673-7000, Ext. 6399  
Attn: Jorge M. Gonzalez

11. Entire Agreement. The making, execution and delivery of this Agreement by Licensor has been induced by no representations, statements, warranties, or agreements other than those contained herein. This Agreement embodies the entire understanding of the Parties and there are no further or other agreements or understandings, written or oral, in effect between the Parties relating to the subject matter hereof.

EXECUTED as of the day and year first above written.

Attest:

LICENSOR:  
CITY OF MIAMI BEACH  
a Florida Municipal Corporation

\_\_\_\_\_  
City Clerk

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Attest:

LICENSEE:  
\_\_\_\_\_, a Florida  
corporation

\_\_\_\_\_  
Secretary

By: \_\_\_\_\_

Name: \_\_\_\_\_

\_\_\_\_\_  
Print Name

Title: \_\_\_\_\_

**EXHIBIT A  
PROPERTY DESCRIPTION**

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# MIAMI BEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, [www.miamibeachfl.gov](http://www.miamibeachfl.gov)

## COMMITTEE MEMORANDUM

TO: Members of the Finance and Citywide Projects Committee

FROM: Kathie G. Brooks, Interim City Manager

DATE: March 21, 2013

SUBJECT: **DISCUSSION REGARDING TIMELY PUBLICATION AND DISTRIBUTION OF AGENDAS FOR THE CITY'S BOARDS AND COMMITTEES, PARTICULARLY THE COMMITTEES OF THE CITY COMMISSION AND THE CITY'S LAND USE BOARDS.**

### **BACKGROUND**

On January 16, 2013, at the request of Commissioner Weithorn, the Mayor and City Commission approved a referral to the Finance and Citywide Projects Committee (FCPC) for a discussion regarding the timely publication and distribution of agendas for the City's boards, particularly the committees of the City Commission and the City's land-use boards. The intention of this referral is an effort to ensure transparency, citizen participation, and proper preparation of those appointed to serve the community.

### **ANALYSIS**

Agendas for the three Commission Committees (Finance & Citywide Projects Committee, Land Use & Development Committee, and Neighborhood/Community Affairs Committee) are posted on the City Clerk's website by the Committee liaisons. There is no City Code requirement for these Commission Committees with regard to public notice.

For the City's Land Use Boards (Planning Board, Board of Adjustment, Historic Preservation Board and Design Review Board), there is a City Code requirement for public notice of 30 days prior to the hearing, both in the newspaper and mailed to surrounding property owners. At about the same time the notice of public hearing is sent to the Miami Herald for publication, a copy of the preliminary agenda is posted on the Planning Department's website. Once staff reports are prepared and sent out to the Board members in their monthly board packages, the final agenda is posted on the Department website, with links to each of the staff reports, usually about a week in advance of the hearing.

The Planning Department also intends to further expand this access to timely public information by also providing digital access to proposed development plans. Ideally this would extend to other supporting materials pertaining to these applications, such as documentation of traffic and/or noise studies. Providing robust and fully informative public access to planning information is one of the Department's top priorities; however, full implementation of this vision is limited in practice by the extremely heavy workload and responsibilities of the Department staff.

### **ADMINISTRATION RECOMMENDATION**

The Administration seeks policy guidance from the Finance and Citywide Projects Committee.

KGB/JGG/RGL

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# MIAMI BEACH

## MEMORANDUM

TO: Finance and Citywide Projects Committee

FROM: Kathie G. Brooks, Interim City Manager

DATE: March 21, 2013

SUBJECT: **Discussion Regarding World Outgames**

The Miami Beach - Miami LGBT Sports & Cultural League, Inc is a Florida non-profit organization formed to bid on the World Outgames. They are a group of active community leaders involved in Human Rights, Culture or Sports throughout our LGTBQ community. The League was formed to insure that a competitive and organized bid be delivered to Gay Lesbian International Sports Association (GLISA) for the World Outgames 2017.

The Gay and Lesbian International Sports Association was established in 2004 as a Gay and Lesbian International Sport Association democratically governed, international association of sport, culture and human rights organizations that work for lesbian, gay, bisexual and transgender (LGBT) people. GLISA's mandate is to support and grow an international LGBT movement by organizing continental associations, continental Outgames, and global World.

The World Outgames is an international sporting event that is organized to help advance gay, lesbian, bisexual and transgender human rights around the world. The first World Outgames was held in 2006 in Montreal and attracted more than 12,000 participants. The event was based on three components: Sport, Culture and Human Rights. The second World Outgames was held in Copenhagen in 2009. The World Outgames are held every four years in a global city. Hosts have included Copenhagen, Denmark; and Montreal. Antwerp, Belgium is hosting the 2013 World Outgames.

On March 2, 2013, GLISA announced Miami Beach-Miami will host the 2017 World Outgames. The event will be held May 24 – June 3, 2017. Miami Beach-Miami was a finalist with Reykjavik, Iceland to host the World Outgames in 2017.

The Miami Beach - Miami LGBT Sports & Cultural League, Inc bid proposal includes three (3) levels of anticipated budgets; optimistic, realistic, pessimistic. The overall event budget at the optimistic level anticipates a NET profit of \$4,892,375, at the realistic level NET profit of \$3,826,618 and at pessimistic level a NET profit of \$2,487,525.

The proposal optimistically anticipates 10,000 participants, realistically 8,000 participants, and pessimistically 6,000 participants for all events.

The Miami Beach Convention Center was proposed as the host venue for the opening and closing ceremonies. Opening ceremony will include a 45 minute pre-show to greet and entertain the guests prior to athlete arrival. The official part of the ceremony will have a concert showcasing with local and international artists. The Closing Ceremony will take place to consciously forego formal entry of the participants and do without seating in order to encourage mingling of all groups and create a comfortable atmosphere.

## Proposed Venues

### Miami Beach Convention Center

- Headquarters
- Badminton: 250 participants
- Country Western Dance: 500 participants
- Dance Sport: 500 participants
- Dominos: 60 participants
- Volleyball: 500 participants

### Bank United Center

- Basketball: 150 participants

### Bird Bowl Center

- Bowling: 70 participants

### Cobb Stadium

- Soccer: 350 participants
- Track & Field: 275 participants

### Greentree Practice Fields

- Field Hockey

### Miami Beach-Lummus Park

- Beach Volleyball: 200 participants
- Cycling: 100 participants
- Running: 800 participants
- Triathlon: 225 participants

### Miami Beach Golf Club

- Golf: 90 participants

### Neil Schiff Tennis Center

- Tennis: 300 participants

### Norman Whitten Student Union Pool

- Diving: 30 participants
- Synchronized Swimming
- Swimming: 800 participants
- Water Polo: 120 participants

### Ronald W. Shane Rowing Center

- Rowing: 190 participants

### Tamiami Park

- Soccer: 350 participants
- Softball: 1000 participants

## **Events**

The following is a list of other events proposed to take place as part of the World Outgames.

Location: Miami Beach Convention Center

- Human Rights Conference, May 24- 26, 2017
- Opening Ceremony and closing ceremonies.

Location: Colony Theater

- Film Festival, May 29 – June 1  
2700 participants

Location: Fillmore JGT

- Gala Choir Concert, May 30 & June 2  
3600 participants

Location: Dream Night Club

- Leather Dance Event, June 2  
700 participants
- Women's Dance Event, June 1  
700 participants

Location: Discotekka

- Youth Dance Event, June 2  
500 participants

Location: Miami Beach Botanical Gardens

- The Village  
As a hub, official results point for the sports and cultural disciplines, merchandise, food & drink stands, meeting place.

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# MIAMI BEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, [www.miamibeachfl.gov](http://www.miamibeachfl.gov)

## COMMITTEE MEMORANDUM

TO: Finance and Citywide Projects Committee

FROM: Kathie G. Brooks, Interim City Manager 

DATE: March 21, 2013

SUBJECT: Central Bayshore Bid Package 8A  
Bicycle Lanes / Bicycle Boulevard on Prairie Avenue and Royal Palm Avenue

### **Background / Amendment to BODR:**

In early 2010, following completion of design and permitting services for the Central Bayshore project area, the neighborhood association (HOA) requested that the City consider modifying the width of some streets in the project area as well as enhancing the landscaping presented as part of the original design.

On August 25, 2011, members of the Bayshore HOA met with CIP to request that eleven (11) items be considered for incorporation into the project. The requested changes required are amendments to the previous BODR, upon which the project design was developed, or were modifications to the BODR.

On July 9, 2012, the Administration presented the aforementioned revisions to the Finance and Citywide Projects Committee (FCWPC) regarding additional capital budget requests to include additional infrastructure needs for stormwater, roadway milling, resurfacing, and valley gutter improvements.

On July 18, 2012, the Mayor and City Commission approved the amendment to the BODR as approved by the FCWPC.

### **HOA Request – Prairie Avenue / Royal Palm Avenue**

In October 2012 members of the Central Bayshore HOA continued to request that City staff consider the removal of bicycle lanes on Prairie Avenue and the implementation of a "Bicycle Boulevard" on Royal Palm Avenue. A meeting took place on December 13, 2012 between City staff and members of the Central Bayshore HOA to discuss the possibility of re-introducing the narrowing of Prairie Avenue by removal of the bicycle lanes.

That request had previously been presented as part of the 11 HOA requests at the July 9, 2012 FCWPC meeting, however FCWPC did not recommend the change and, therefore, it was not included in the BODR design change adopted by Commission. The City subsequently executed a contract amendment with the engineer of record, CH2M Hill, on July 18, 2012 for the BODR design changes excluding this request.

On March 13, 2013, the Commission approved the construction contract Amendment in the amount of \$3,723,986 as a result of the design change, but directed that the HOA request for the bicycle lanes be reviewed by FCWPC.

### **Royal Palm Avenue Bicycle Boulevard**

The definition of a bicycle boulevard as per "*Fundamentals of Bicycle Boulevard Planning & Design Guidebook, V1.1, July 2009*", is a "low-volume and low-speed street that has been optimized for bicycle travel through treatments such as traffic calming and traffic reduction, signage and pavement markings, and intersections crossing treatment." The common theme of these facilities is of reducing the volume and speed of motor vehicle traffic (particularly non-local, cut-through traffic), and creating a comfortable space where bicyclists, and often pedestrians as well, have priority along the street". The primary characteristics of a Bicycle Boulevard are as follows:

- Low motor vehicle volumes
- Low motor vehicle speeds
- Logical, direct, and continuous routes that are well marked and signed
- Provide convenient access to desired destinations
- Minimal bicyclist delay
- Comfortable and safe crossings for cyclist at intersections

Currently there are no Bicycle Boulevards within the City of Miami Beach. In order to create a bicycle facility such as this on Royal Palm Avenue under the current City Commission approved 20 feet, a design must be considered where traffic is diverted from Royal Palm from 28<sup>th</sup> Street to 40<sup>th</sup> Street and onto side streets to give priority to a bicycle facility.

This design would allow local traffic to turn on the closest corner, but not continue on Royal Palm. Traffic traveling north or south would be diverted to either Prairie or Sheridan Avenues and away from Royal Palm. Traffic speeds on Royal Palm would be reduced to 15 – 20 mph.

Previously staff had estimated a cost of approximately \$500,000 to incorporate a Bicycle Boulevard on Royal Palm Avenue, but that cost included widening the roadway by 8 feet, removing driveways, swale areas, tree removal and replacing with roadway, stabilizing the sub grade, adding lime rock, re-grading the swale, adding 2 inches of asphalt, mill and resurface, adjust inlets, modify the drainage system, and add striping and signage, as well as including professional fees, permitting and contingency.

This current option does not include widening of the roadway. Staff is currently re-evaluating a cost for this alternative.

Either way, Miami-Dade County has stated that bicycle boulevards are not part of their adopted bicycle facility standards or the currently adopted Manual of Uniform Traffic Control Devices (MUTCD). Such non-standard facilities would warrant an individual traffic flow analysis for which the County would have to further evaluate on its feasibility and technical functionality. The County would also require a traffic flow modification application which would warrant two thirds approval by residents and/or majority approval by the Miami Beach City Commission.

In summary, the process for implementing the above revisions to the plans would be as follows:

- Approval by 2/3 vote from all residents within the Central Bayshore Neighborhood and/or majority approval by the City Commission.
- 100% vote approval from residents at all intersections along Royal Palm Avenue between 28<sup>th</sup> Street and 40<sup>th</sup> Street.
- Once approved by residents and/or Commission, a traffic flow analysis of the entire Central Bayshore neighborhood must be conducted.

- Once the traffic study is conducted, and if warranted, a revised design for all intersections, including drainage, must commence.
- Additional fees would need to be approved to the engineer of record, via Commission, to implement the design.
- Approvals from City of Miami Beach Fire Department and Police Department.
- Permits from Miami-Dade County and CMB Public Works Department must be issued.
- Additional construction cost for the project would require Commission approval.

It would be anticipated that the process for approval of the Bicycle Boulevard to be able to be constructed would take anywhere from 7 – 10 months.

**Prairie Avenue Bicycle Lane Removal**

The scope of work for the removal of the bicycle lanes and reduction in the width of Prairie Avenue would require a revision to the stormwater and paving design to include relocation of the catch basins, removal of 8 feet of asphalt and replacing it with sod, re-grade all the swales, driveway reconstruction, and lifted grates.

The cost of this request is indicated in Tables A below:

**TABLE A**

<b>Remove Bike Lanes-Prairie Avenue</b>	
Construction Cost*	\$333,000.00
Construction Administration Fees	\$15,318.00
A/E Fees	\$39,960.00
RPR/CEI	\$9,990.00
CIP Fees	\$21,645.00
PIO	\$6,660.00
Permitting	\$3,330.00
Contingency	\$33,300.00
<b>TOTAL</b>	<b>\$463,203.00</b>

\*Cost includes roadwork, driveway reconstruction and lifted grates.

City staff reached out to Miami Dade County Public Works (MDCPW), Traffic Division, to request their position on this proposed revisions as any modifications of the existing bicycle lanes along Prairie Avenue, as well as introduction of a bicycle boulevard, would require MDCPW approval. The summary of this discussion is as follows:

- MDCPW indicated that approval for the removal of bicycle lanes would not be considered.
- MDCPW position is that the displacement of an established bicycle facility along a collector road would be in violation of the Federal Highway Administration Bicycle Policy which states “under 23 USC Section 109(n), the U.S. Secretary of Transportation shall not approve any project under this title that will result in the severance or destruction of an existing major route for non-motorized transportation traffic and light motorcycles, unless such project provides a reasonable alternate route or such a route exist”.
- Florida Statute 335.065 states that “bicycle and pedestrian ways shall be given full consideration in the planning and development of transportation facilities, including the incorporation of such ways into state, regional and local transportation plan and programs”.

- The City of Miami Beach currently has a local bicycle transportation plan identified as the City of Miami Beach Atlantic Greenway Network under which Prairie Avenue is an established facility
- The Federal Roadway Functional Classification map shows Prairie as a collector road and the HOA has been made aware of such; nevertheless, there remains a concern that Prairie Avenue is the busiest collector in Bayshore, and that this should be the reason for removing the current bike lanes.
- The design and construction of an in-road bicycle boulevard, on Royal Palm, could create traffic flow modifications, which under the Miami-Dade Criteria would warrant a traffic flow analysis.

Given the current advanced stage of construction, City staff anticipates that the pursuit of these alternatives at this time, as well as any implementation of these two proposals, could not be recommended as part of the current construction project without significantly affecting the progress and cost of this project.

  
KGB/JGG/FV

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# MIAMI BEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, [www.miamibeachfl.gov](http://www.miamibeachfl.gov)

## COMMITTEE MEMORANDUM

TO: Finance and Citywide Projects Committee

FROM: Kathie G. Brooks, Interim City Manager

DATE: March 21, 2013

SUBJECT: **DISCUSSION REGARDING THE ISSUANCE OF A REQUEST FOR QUALIFICATIONS FOR A THIRD FRANCHISE SOLID WASTE CONTRACTOR FOR RESIDENTIAL AND COMMERCIAL SOLID WASTE COLLECTIONS AND DISPOSAL**

### BACKGROUND

The City currently has three (3) contracts for solid waste/recycling collection and disposal with: Waste Management of Dade County, Waste Services, Inc., and Choice Environmental Services of Miami.

At the July 13, 2011 Commission Meeting, the City Administration requested approval to issue a Request For Qualifications (RFQ) for a fourth solid waste franchise contractor to provide residential and commercial solid waste collection and disposal services. This request was made after one of the existing four (4) solid waste franchise contractors, General Hauling Services, Inc., was acquired by Waste Services, Inc., leaving the City with three (3) solid waste franchise contractors. The Commission referred the item to the Finance and Citywide Projects Committee (F&CWPC).

At the January 19, 2012 F&CWPC meeting, following discussion on whether to issue the RFQ, the Committee recommended that it be brought back to the Committee at the same time as the City's proposed Recycling Ordinance. The three existing franchise contractors requested that an RFQ not be issued.

The item was discussed again at the April 19, 2012 F&CWPC meeting, and the recommendation was to bring the discussion to the full City Commission, determine whether or not to issue the RFQ or accept additional public benefits from the contractors in exchange for keeping it to the three (3) existing contractors.

At the May 9, 2012 Commission Meeting, Resolution No. 2012-27904 was adopted as amended. A motion was made "to accept exercising the renewal/extension option for one-year only until September 2015, in consideration that the firms will provide \$390,000 per year starting immediately, plus \$25,000 dedicated for environmental programs (ECOMB) through the life of this extension, in addition to what is already being contributed."

It was noted that, in order for the City to exercise an early renewal of the Franchise Agreements, the City Commission would also have to amend Section 90-230(b) of the City Code, which currently only allows for the renewal of a Franchise Agreement upon *expiration* of the initial term.

At the September 12, 2012 Commission Meeting, the City Commission approved the Ordinance amendment on First Reading. At the October 24, 2012 Commission meeting, approved the Ordinance on Second Reading.

## **ANALYSIS**

Should the City Commission authorize the issuance of a Request for Qualifications (RFQ) for a third solid waste franchise contractor to provide commercial waste collection and disposal services, all aforementioned provisions will be included with a term expiring on August 31, 2015 to coincide with the term of the three (3) existing franchise waste haulers.

## **MINIMUM REQUIREMENTS / QUALIFICATIONS:**

**ALL FIRMS THAT SUBMIT A PROPOSAL FOR CONSIDERATION ARE SUBJECT TO AND MUST MEET THE MINIMUM QUALIFICATIONS FOR THE CITY'S GRANTING OF WASTE CONTRACTOR FRANCHISES, AS SET FORTH IN SECTION 90-229 OF THE CITY CODE (AS AMENDED ON SEPTEMBER 17, 2008), AND AS PROVIDED BELOW. IF THE MINIMUM QUALIFICATIONS ARE NOT MET, THE PROPOSER'S SUBMITTAL WILL BE DEEMED NON-RESPONSIVE.**

### **Sec. 90-229. Selection of franchise waste contractors.**

- (a) Except as provided in section 90-233, the city shall license not more than three (3) franchise waste contractors for residential and commercial waste collections and disposal as provided in section 90-97. Each applicant for a garbage and trash disposal license or renewal thereof shall submit, in writing, a list of its qualifications. The minimum qualifications to be considered in the granting of such license shall include:
- (1) Evidence of the applicant's ability to fulfill all duties and requirements of a franchise waste contractor as set forth in this chapter, including proper certification and adequate insurance coverage.
  - (2) Certification that the applicant has never defaulted on any government contract or bid award.
  - (3) Evidence that the applicant has the potential for a significant amount of business within the city, comprised of either a minimum of 50 committed accounts within the city or, in the alternative, the city commission may accept, in its sole discretion, 50 comparable committed accounts from outside of the city.
  - (4) Certification that there are no unsatisfied judgments against the applicant.
  - (5) Certification that the applicant is not, and will not be, throughout the term that it

has a license, affiliated with, as a parent, subsidiary, by virtue of an interlocking directorate, or otherwise, an affiliated entity of any existing licensee or any applicant for a licensee under section 90-191 et seq.

- (6) The applicant's ability and commitment to provide the city and its businesses and multi-family residences with (i) good service; (ii) competitive prices; (iii) demonstrated and/or proposed green initiatives; and (iv) ability and commitment to provide such additional "public benefit(s)" to the city which may include, without limitation: provision of additional waste collection, disposal, and recycling services (at no cost to the city) to city right of ways, city-owned public buildings, parks, and/or beaches; voluntary cost and/or fee reductions; and/or such other city public benefits and services as the city manager may, in his reasonable judgment and discretion, from time to time, require.
- (b) If more than one applicant for a franchise waste contractor's license qualify under the minimum qualifications of this division, license issuance shall be determined by the city commission based upon applicant(s) that the City Commission deems, in its judgment and discretion, and having considered the recommendation of the city manager, to have provided the most significant public benefit(s) to the city (pursuant to subsection 90-229(a)(6)).
- (c) In lieu of accepting applications from new applicants as set forth above, the city commission may choose to issue new licenses to previous licensees. The decision shall be based on the criteria set forth in section 90-230.

### **EVALUATION SELECTION PROCESS**

The procedure for response, evaluation and selection is as follows:

1. Request for Qualifications issued.
2. Receipt of responses.
3. Opening of responses and determination by City if responses meet the Minimum Requirements of the RFQ. This determination shall be made by the City Administration, which shall evaluate proposal in accordance with the requirements of the RFQ including, without limitation, compliance to the Minimum Requirements and Chapter 90 of the City Code, as amended by Ordinance No. 2008-3616.
4. An Evaluation Committee, appointed by the City Manager, shall meet to evaluate each responsive proposal and shall make its recommendation in accordance with the requirements of this RFQ, based on the following criteria:

The experience and qualifications of Solid Waste Contractors and Key personnel's ability and commitment to provide the City and its businesses and multi-family residences with:

- a) Good service: respond to complaints in a timely matter, age of the fleet to be used and condition of equipment (i.e. dumpsters), ability to maintain equipment: **25 points**
  - b) Competitive prices: **25 points**
  - c) Demonstrated and/or proposed green initiatives: **25 points**
  - d) Ability and commitment to provide such additional "public benefit(s)" to the City which may include, without limitation: provision of additional waste collection, disposal, and recycling services (at no cost to the City) to city right-of-way, City-owned public buildings, parks, and/or beaches; voluntary cost and/or fee reductions; and/or such other city public benefits and/or services as the city manager may, in his reasonable judgment and discretion, from time to time, require: **25 points**  
**Total: 100 points**
5. If further information is desired by the Committee, proposers may be requested to make additional written submissions or oral presentations to the Evaluation Committee.
  6. The Evaluation Committee will recommend to the City Manager the response or responses acceptance of which the Evaluation Committee deems to be in the best interest of the City.
  7. After considering the recommendation(s) of the Evaluation Committee, the City Manager shall recommend to the Mayor and Commission the proposal or proposals acceptance of which the City Manager deems to be in the best interest of the City.
  8. The City Commission shall consider the City Manager's recommendation(s) as it deems appropriate, and approve the City Manager's recommendation(s); may make its own recommendation (s); may reject all proposals; or may prescribe such other action, as it deems necessary and in the best interest of the City.
  9. Following recommendation of award by the City Commission, negotiations between the selected Proposers and the City Administration take place to arrive at a contract. If the Mayor and Commission has so directed, the City Manager may proceed to negotiate a contract with a proposer other than the top-ranked proposer if the negotiations with the top-ranked proposer fail to produce a mutually acceptable contract within a reasonable period of time.
  10. A proposed contract or contracts are presented to the Mayor and Commission for approval, modification and approval, or rejection.
  11. If and when a contract or contracts acceptable to the respective parties is approved by the Mayor and Commission, the Mayor and City Clerk sign the contract(s) after the selected proposer(s) has (or have) done so.

**CONCLUSION**

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

Attachment

KGB/JGG/JJF/FRS

F:\WORK\ALL\1) EMPLOYEE FOLDERS\FIORELLA SARMIENTO\FCWPC MEMO - WASTE HAULER.DOC

ORDINANCE NO. 2008-3616

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING THE MIAMI BEACH CITY CODE BY AMENDING CHAPTER 90, ENTITLED "SOLID WASTE," BY AMENDING ARTICLE I, ENTITLED "IN GENERAL," BY AMENDING SECTION 90-2, ENTITLED "DEFINITIONS," BY AMENDING DEFINITIONS CONCERNING WASTE COLLECTION, BY AMENDING ARTICLE IV, ENTITLED "PRIVATE WASTE COLLECTORS/CONTRACTORS," BY AMENDING DIVISION 2, ENTITLED "LICENSE AND PERMIT," BY AMENDING SECTIONS 90-191, 90-192, 90-193, AND 90-195 TO CLARIFY PROVISIONS REGARDING LICENSES, PERMITS, INDEMNIFICATION, AND INSURANCE FOR INDEPENDENT CONTRACTORS, BY AMENDING DIVISION 3, ENTITLED "FRANCHISE," OF ARTICLE IV BY AMENDING SECTIONS 90-221, 90-222, 90-223, 90-224, 90-225, 90-228, 90-229, 90-230, AND 90-233 BY AMENDING FRANCHISE FEE PROVISIONS, PROVIDING PROVISIONS FOR RECYCLING AND WASTE CONTRACTORS WITH REGARD TO FRANCHISE FEES, ACCOUNT INFORMATION, MONTHLY REPORTS, THE HANDLING OF COMPLAINTS, REGULATIONS FOR SERVICING DUMPSTERS, COMPACTORS, AND GARBAGE FACILITIES, THE SELECTION OF FRANCHISE WASTE CONTRACTORS, THE RENEWAL OF WASTE CONTRACTORS' FRANCHISE AGREEMENT CONTRACTS, THE EXEMPTION TO PROVIDE FOR RECYCLING, AND THE REVOCATION OF FRANCHISES, BY ADDING A NEW SECTION 90-231 TO PROVIDE RECYCLING REQUIREMENTS FOR WASTE CONTRACTORS, AND RENUMBERING SECTIONS 90-232 THROUGH 90-235 ACCORDINGLY, BY AMENDING DIVISION 4, ENTITLED "SPECIALTY CONTRACTORS," OF ARTICLE IV BY AMENDING SUBDIVISION II, ENTITLED "ROLLOFF/WASTE CONTAINER CONTRACTORS," BY AMENDING SECTIONS 90-276 THROUGH 90-281 TO AMEND LICENSE AND PERMIT REQUIREMENTS AND FEES, PROVIDING PENALTIES FOR FAILURE TO OBTAIN A PERMIT, INCREASING THE ON-STREET AND OFF-STREET PERMIT FEES FROM 16% TO 18% OF THE LICENSEE'S TOTAL MONTHLY GROSS RECEIPTS, AMENDING MONTHLY REPORT AND AUDIT PROVISIONS, AND ADDING IDENTIFICATION REQUIREMENTS AND LOCATION, USE, AND OVERFLOW RESTRICTIONS; BY AMENDING SUBDIVISION III, ENTITLED "RECYCLING WASTE CONTRACTORS," OF DIVISION 4 OF ARTICLE IV BY AMENDING SECTION 90-307 WITH REGARD TO THE EXPIRATION OF LICENSES AND CREATING SECTION 90-310 TO SET FORTH THE REGULATIONS APPLICABLE TO RECYCLING WASTE CONTRACTORS; PROVIDING FOR REPEALER; SEVERABILITY; CODIFICATION; AND AN EFFECTIVE DATE.

**WHEREAS**, in order to better serve the City of Miami Beach's goals of sustainability and environmental stewardship, recycling for multi-family residential buildings should be included in the services provided by the City's franchise waste collectors; and

**WHEREAS**, in order to take full advantage of soon to be implemented single stream recycling in the City, amendments to the City Code are required to provide regulations and requirements for expanded recycling activities of franchise waste contractors; and

**WHEREAS**, the City's internal auditor has identified, through field audits, the need for certain ministerial amendments to Chapter 90 to provide clarity as to the implementation of various provisions throughout Chapter 90 of the City Code.

**NOW, THEREFORE, BE IT DULY ORDAINED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AS FOLLOWS:**

**SECTION 1.**

That Article I, entitled "In General," of Chapter 90, entitled "Solid Waste," of the Miami Beach City Code is hereby amended as follows:

**Chapter 90**

**SOLID WASTE**

**Article I. In General**

**Sec. 90-2. Definitions.**

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

\* \* \*

Construction and demolition debris means 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.

\* \* \*

Grapple service means the usage of a claw-like device such as, but not limited to, bobcats, self loaders, loaders, and backhoes to pick up construction and demolition debris and/or large quantities of trash and/or bulky waste, but not garbage or commercial refuse, and to place it into a truck for disposal.

Grapple service contractor means a private waste contractor licensed by the City to perform grapple service.

\* \* \*

Portable container means a dumpster, rollaway or similar container designed for mechanized collection.

*Private waste collector/contractor* means any person engaged in the business of collecting and disposing of waste within the city limits ~~who~~ that has a current occupational license for conducting such activity issued by the city.

\* \* \*

*Rolloff container* means a metal container, compacted or open, approved by the city manager that is with a minimum capacity of ten cubic yards designed and used by commercial haulers for the collection and disposal of construction and demolition debris and/or large quantities of trash and/or bulky waste, but not garbage or commercial refuse.~~to be transported by a motorized vehicle.~~

\* \* \*

~~*Rolloff container* means an open metal container approved for use by the city manager, with a minimum capacity of ten cubic yards, used for the purpose of removing construction debris, which includes rock, metal and other materials used in connection with a construction project or for the removal of large quantities of trash and bulky waste.~~

*Rolloff contractor* means a private waste contractor licensed by the city who uses rolloff containers for the collection and disposal of construction and demolition debris and large quantities of trash and/or bulky waste, but not garbage or commercial refuse.

\* \* \*

*White goods* means discarded refrigerators, ranges, water heaters, freezers, and other similar domestic and commercial large appliances.

## **SECTION 2.**

That Division 2, entitled "License and Permit," of Article IV, entitled "Private Waste Collectors/Contractors," of Chapter 90 of the Miami Beach City Code is hereby amended as follows:

### **Chapter 90**

#### **SOLID WASTE**

\* \* \*

#### **Article IV. Private Waste Collectors/Contractors**

\* \* \*

#### **Division 2. License and Permit**

**Sec. 90-191. Licenses, permits, indemnification, and insurance required for all independent contractors.**

The requirements of this division are to:

- (1) Ensure and facilitate the collection of license fees, to provide uniformity and quality of service from the licensees;
- (2) Minimize wear and tear and traffic congestion and noxious and noisome materials, odors and activities in and around city streets, roads, avenues and other public right-of-ways; and
- (3) Assure that the citizens of the city have safe, efficient, sanitary and qualified licensed garbage and trash disposal contractors pursuant to the provisions of this division.

**Sec. 90-192. Business license required.**

(a) Except as provided elsewhere in this chapter, no person shall engage in the business of removing, disposing of or collecting any kind of waste, garbage, trash, baled trash, recycling waste, hazardous or biohazardous waste within the city without having been approved by the city manager, and having secured a business license for such individual activity. The business license will be issued promptly when the applicant has paid the license fee and has met all applicable requirements as set forth in this division and in chapter 18 of this Code.

(b) Business licenses for private waste contractors shall be classified as follows:

- (1) Franchise waste contractors.
- (2) Rolloff and grapple service contractors.
- (3) Recycling contractors.
- (4) Hazardous waste contractors.
- (5) Biohazardous waste contractors.

(c) Franchise waste contractors shall not be required to obtain separate city licenses for servicing rollofts and portable containers, collection of hazardous and biohazardous waste, and recycling activities.

(d) The city manager shall have the authority to create any additional license classifications as deemed necessary to protect the public health and welfare when approved by the city commission.

(e) Issuance of a business license shall require completion of an application form showing the name of the person to be licensed, or in the case of a corporation or other business entity, the names of the principal partners, owners, officers and directors or the name of the person who will actually manage and operate the business, together with the business and home address of each person, the description of the equipment to be used in such removal, transportation and disposal, and a description of the method of disposal, including the location of all garbage disposal facilities vehicles, and equipment to be used. The application must be approved by the city manager prior to the issuance of the license. The applicant shall also provide evidence that any disposal facility described is licensed or approved by the proper authorities of the county and municipality where such facility is located. No licensee under this section shall substitute the permanent personnel named in its application, nor the equipment or methodology for removal, transportation or disposal nor the location of disposal facilities

described in its application without first having reported such changes to the city manager and secured his approval of the substitution. In the case of changes in the location of disposal facilities, such changes shall also be approved by the proper authorities of the county and municipality where such disposal facility is located.

(f) Licenses granted to private waste contractors pursuant to this section shall not be assigned, nor shall the licenses remain valid if the controlling stock ownership or voting rights of any corporate licensee are transferred or assigned, except with the express approval of the city manager, ~~which approval shall not be unreasonably withheld.~~ When the licensee is also a franchise waste contractor, assignment of its license and/or franchise agreement or transfer of controlling stock ownership or voting rights must have the express approval of the city commission. The foregoing restrictions on stock transfer shall not apply to corporations whose common stock is traded over the New York Stock Exchange or the American Stock Exchange or that are institutional lenders. In the event of assignment, the assignee shall execute an agreement of acceptance, subject to the approval of the city manager, evidencing that such assignee accepts the assignment subject to any or all of the provisions of this division and of any applicable franchise agreement between the city and the licensee, which acceptance shall include an affirmative statement evidencing such assignee's intent to fulfill the obligations imposed under this division. Notwithstanding the city's approval of an assignment of a franchise agreement and the assignee's acceptance, the original licensee shall guarantee the performance of its assignee; and such assignment shall always be with full recourse to the original licensee.

(g) All firms doing business as specified in subsection (b) of this section within the city limits without obtaining the required city business license will be subject to all enforcement procedures and penalties as set forth in section 102-356 et seq. Failure to comply with the regulations set forth in this chapter or in chapter 18 of this Code may result in the suspension or revocation of the business license pursuant to chapter 18.

#### **Sec. 90-193. Permit required.**

The city manager shall require and will issue a permit for each garbage, trash, recycling, hazardous and biohazardous waste, and rolloff/portable container, and all waste accounts located in the city serviced by a private waste contractor. The permit for waste collection shall be issued by the city manager after the contractor has complied with all business license requirements and all other requirements of this chapter and has been cleared by the city's finance department, ~~utility billing division.~~ Rolloffs, portable containers and containers for recycling or hazardous and biohazardous wastes shall be included, except that all recycling containers situated in a single location on a property shall require only one permit.

\* \* \*

#### **Sec. 90-195. Indemnification.**

Each private waste contractor including rolloff and grapple service contractors shall execute an indemnification agreement whereby the contractor promises to indemnify, hold harmless and defend the city, its officers, agents and employees, against and assume all liability for any and all claims, suits, actions, damages, liabilities, expenditures or causes of actions of any kind arising from waste collection and/or disposal activities and/or the use of the public streets for the purposes authorized in this division and resulting or accruing from any negligence, act, omission or error of the ~~private waste~~ contractor, its officers, agents or employees and/or arising from the

failure of the contractor, its officers, agents or employees, to comply with each and every covenant of any applicable franchise agreement with the city or with any other city or county ordinance or state or federal law applicable to its activities resulting in or relating to bodily injury, loss of life or limb or damage to property sustained by any person. The contractor shall save the city, its officers, agents, and employees, harmless from and against all judgments, orders, decrees, attorney's fees, costs, expenses and liabilities incurred in and about any such claim, investigations or defense thereof, which may be entered, incurred or assessed as a result of the foregoing. The contractor shall defend, at his sole cost and expense, any legal action, claim or proceeding instituted by any person against the city, its officers, agents and employees, as a result of any claim, suit or cause of action accruing from activities authorized by this division ~~for injuries to body, limb or property as set forth in this section.~~

**SECTION 3.**

That Division 3, entitled "Franchise" of Article IV, entitled "Private Waste Collectors/Contractors," of Chapter 90 of the Miami Beach City Code, entitled "Solid Waste," is set forth below and hereby amended as follows:

**CHAPTER 90**

**SOLID WASTE**

\* \* \*

**Article IV. Private Waste  
Collectors/Contractors**

\* \* \*

**Division 3. Franchise**

**Sec. 90-221. Required; fees.**

For a period of one year after the signing of a franchise agreement with the city, each franchise waste contractor shall pay to the city a franchise fee consisting of a percentage of the licensee's total monthly gross receipts established by resolution of the city commission. The city shall have the option of raising the franchise fee once yearly. Such raises shall not exceed two percent of the licensee's total monthly gross receipts yearly and shall be imposed only by resolution after a public hearing with 30 days' prior notice to all franchise waste contractors. The term "gross receipts" as used in this section shall mean the entire amount of the fees collected by the licensee, including, but not limited to, fuel surcharge fees, rolloff placement and movement fees, etc., exclusive of taxes as provided by law, whether wholly or partially collected, within the city, for solid waste removal and disposal. Gross receipts from servicing rolloff and portable containers are not included under the franchise fee due to the city and shall be subject to section 90-276.

**Sec. 90-222. List of accounts.**

(a) The licensed contractor shall provide the city manager:

(1) A current list of the names and addresses of each account, upon initial application and upon application for renewal of its business license;

(2) The frequency of service;

(3) The permit number and capacity of each waste/solid waste dumpster and compactor as per account; ~~and~~

(4) The permit number and capacity for each recycling container as per account.

~~(4)(5)~~ The address serviced by each waste/solid waste dumpster and compactor.

(6) The address serviced by each recycling container.

(b) No property owner may share an account with another property owner.

(c) The licensed contractor shall notify the city manager in writing on a monthly basis of any changes in its list of accounts.

#### **Sec. 90-223. Monthly report.**

The ~~licensee~~ licensed contractor shall deliver to the finance ~~department~~ director ~~and the city manager~~ a true and correct monthly report of gross receipts generated during the previous month from accounts within the city on or before the last day of each month. This detailed monthly report shall include the customer names, service addresses, account numbers, and the actual amount of waste/solid waste and of any recyclable materials collected from each customer. Payments of the fee shall be made monthly to the finance ~~department~~ director, on or before the last day of each month, for gross receipts of the previous month. ~~The licensee~~ Licensed contractors having annual gross receipts reported to the City over \$500,000 shall on or before ~~60~~ 30 days following the close of its fiscal year deliver to the finance ~~department~~ director ~~and the city manager~~ a statement of its annual gross receipts generated from accounts within the city certified by an independent certified public accountant reflecting gross receipts within the city for the preceding fiscal year. The contractor's failure to provide either the certified statement of annual gross receipts or a written explanation approved by the city manager within the required time frame may result in the initiation of license revocation proceedings.

#### **Sec. 90-224. Audit or inspection of licensee's books and records.**

The ~~licensee~~ licensed contractor shall allow the city auditors at any reasonable time after reasonable notice, to audit, inspect and examine the ~~licensee's fiscal~~ contractor's books and records and state and federal tax returns, insofar as they relate to city accounts, to confirm the ~~licensee's~~ contractor's compliance with this division. This information shall include, but not be limited to, the following: billing rates, billing amounts, sequentially pre-numbered invoices, signed receipts, trip tickets, computer records, general ledgers and accounts receivable. Failure to provide requested and complete records will result in the initiation of license revocation proceedings. Additionally, the city's auditors may communicate directly with customers of the ~~licensee~~ licensed contractor for the purpose of confirming compliance with this division.

**Sec. 90-225. Failure to pay franchise fee.**

If the ~~licensee~~ licensed contractor fails to timely pay the full franchise fee as set forth in section 90-221, the ~~licensee~~ licensed contractor shall pay any and all of the city's expenses for collection of same, including but not limited to court costs, audit costs and reasonable attorney fees. If the ~~licensee~~ licensed contractor fails to pay the full franchise fee on or before the last day of each month, interest shall accrue on the amount due at the highest lawful rate of interest.

\* \* \*

**Sec. 90-227. Handling of complaints.**

Each franchise waste contractor shall maintain an office in the Miami-Dade County with adequate staff and telephone service to handle and resolve all incoming calls and complaints between the hours of 8:00 a.m. and 4:00 p.m., Monday through Friday, of each week, excluding holidays. Between the hours of 4:00 p.m. and 8:00 a.m., Monday through Friday, and all day on Saturday and Sunday, including holidays, each contractor shall maintain an answering service or answering machine to receive incoming calls and complaints. Any complaints received by the contractor before 12:00 noon shall be resolved before 4:00 p.m. of that same day. Complaints received after 12:00 noon but before 8:00 a.m. shall be resolved before 12:00 noon of the following day. An emergency telephone number where the contractor may be reached shall be given to the city manager.

**Sec. 90-228. Regulations for servicing dumpsters, compactors and other garbage facilities.**

Garbage collection equipment shall consist of trucks with leakproof and enclosed bodies with compactors and sanitizing materials in each truck, and covered in leakproof garbage dumpsters. The location of each dumpster, compactor, recyclable material container, and other garbage facility shall be approved by the city manager, and a permit will be issued for each. No dumpster, compactor, recyclable material container, or other garbage facility shall be placed or serviced until such permit is issued. In case such facility is delivered by a contractor without a permit, the city shall still receive payment for the account in computing the franchise fee due pursuant to section 90-221. ~~Licensees~~ Licensed contractors shall return dumpsters, compactors, recyclable material containers, and other garbage facilities to such approved locations after servicing. Compactors shall not be installed without permits from the city's building services department ~~and the city manager~~. Each garbage or recyclable material facility, ~~including dumpsters~~, must bear the name of the ~~licensee~~ licensed contractor and must be serviced and sanitized at least twice weekly. Garbage or recyclable material facilities located on public property without a city permit for the location shall be deemed abandoned and will be removed by the city at the owner's expense, pursuant to section 90-331 et seq. Service pickups by trucks are to be made from streets and driveways; ~~Trucks~~ Trucks used for this purpose shall not be driven or parked on sidewalks at any time. ~~Licensees~~ Contractors may not park any garbage or recyclable material truck on public or private property within the city when not being used to service accounts. Collection time for all waste or recyclable material shall be between the hours of 7:00 a.m. and 7:00 p.m. only. All permanent employees of franchise waste and recyclable material contractors shall carry identification cards approved by the city manager at all time while serving accounts. In addition to the required garbage and recyclable material collection by ~~private waste collectors~~ licensed contractors pursuant to the provisions of this section 90-228 and other requirements contained in chapter 90, such ~~licensees~~ contractors shall include the

collection, ~~only~~ of garbage, rubbish, ~~and~~ trash, and recyclable materials as defined in this chapter, up to and within that immediate area of the owner's private property line where a dumpster, compactor, recyclable material container, and other garbage facility may be located and, at a minimum, within a radius of ten feet surrounding the location of said dumpster, compactor, recyclable material container, and other garbage facility, regardless of whether such garbage, rubbish, ~~and~~ trash, or recyclable materials may or may not be included or secured with a dumpster, compactor, recyclable material container, and other garbage facility. Such immediate collection of garbage, rubbish, ~~and~~ trash or recyclable materials shall be incorporated by ~~licensees~~ contractors as part of their regularly scheduled service pickups.

**Sec. 90-229. Selection of franchise waste contractors.**

(a) Except as provided in section 90-2323, the city shall license not more than five franchise waste contractors for residential and commercial waste collections and disposal as provided in section 90-97. Each applicant for a garbage and trash disposal license or renewal thereof shall submit, in writing, a list of its qualifications. The minimum qualifications to be considered in the granting of such license shall include:

(1) Evidence of the applicant's ability to fulfill all duties and requirements of a franchise waste contractor as set forth in this chapter, including proper certification and adequate insurance coverage.

(2) Certification that the applicant has never defaulted on any government contracts or bid awards.

(3) Evidence that the applicant has the potential for a significant amount of business within the city, comprised of either a minimum of 50 committed accounts within the city or, in the alternative, the city commission may accept, in its sole discretion, 50 comparable committed accounts from outside of the city.

(4) Certification that there are no unsatisfied judgments against the applicant.

(5) Certification that the applicant is not, and will not be, throughout the term that ~~he~~ it has a license, affiliated with, as a parent, subsidiary, by virtue of an interlocking ~~director~~ director, or otherwise, an affiliated entity of any existing licensee or any applicant for a licensee under section 90-191 et seq.

(6) The applicant's ability and commitment to provide the city and its residences and businesses and multi-family residences with (i) good service; (ii) competitive prices; (iii) demonstrated and/or proposed green initiatives; and (iv) ability and commitment to provide such additional "public benefit(s)" to the city which may include, without limitation: provision of additional waste collection, disposal, and/or recycling services (at no cost to the city) to city right of ways, city-owned public buildings, parks, and/or beaches; voluntary cost and/or fee reductions; and/or such other city public benefits and/or services as the city manager may, in his reasonable judgment and discretion, from time to time, require.

(b) If more than one applicant for a franchise waste contractor's license qualify under the minimum qualifications of this divisions, license issuance shall be determined by the city commission based upon the ~~greatest number of committed accounts, either within the city or, where the city commission has so accepted same, in its discretion, from outside the city~~

applicant(s) that the City Commission deems, in its judgment and discretion, and having considered the recommendation of the city manager, to have provided the most significant public benefit(s) to the city (pursuant to subsection 90-229(a)(6)).

(c) In lieu of accepting applications from new applicants as set forth above, the city commission may choose to issue new licenses to previous licensees. The decision shall be based on the criteria set forth in section 90-230.

**Sec. 90-230. Renewal of contracts.**

After ~~May 4, 1994~~ October 1, 2008, franchise waste contractors' franchise agreements within the city shall be valid for a period of ~~seven~~ three years from the date of contract. At the expiration or earlier revocation of the franchise, the city commission may choose, in its sole discretion, to accept applications for new franchise waste contract licenses conditioned and limited as noted above or, in the alternative, to renew licenses previously issued for an additional ~~five~~ three year period. In deciding to issue new licenses and/or accepting applications ~~from applications~~ for license, the city commission will consider the following factors:

- (1) The licensee's full and faithful compliance with all the terms of this chapter.
- (2) The licensees and/or applicants who best meet the qualifications established by this division for the issuance of the license.
- (3) The current garbage, trash, and waste, and recyclable materials disposal needs of the city, including, without limitation, population, demographic and geographic needs and state and federal requirements.

**Sec. 90-231. Recycling requirements for franchise waste contractors; protest procedures.**

**(a) Recycling requirements.**

(1) Each franchise waste contractor shall, as a condition of the franchise, be required to offer directly or to provide for a subcontract for recycling services for any multi-family residence with eight or more units for which solid waste services are provided as a franchise waste contractor.

(b2) Every contract with a multi-family residence by a franchise waste contractor for waste removal services shall also include a proposal to provide the recycling services required pursuant to Miami-Dade County Code. Such recycling proposal shall be specifically made to maximize the recycling activity at each multi-family residence. Such proposal shall provide for sufficient flexibility in recyclable materials container size and location as is both necessary and consistent for that specific multi-family residence.

(c3) Whether directly provided or subcontracted with a qualified recycling contractor, each multi-family residence recycling proposal shall be required to disclose to the contract holder the savings offset that is anticipated from the franchise waste contractor's waste hauling agreement with the multi-family residence as a result of the provision of recycling services and the reduction of solid waste disposed. The recycling proposal and the required savings offset from the solid waste hauling agreement is

strictly within the purview of the franchise waste contractor and individual multi-family residence to negotiate.

(d4) For existing contracts between franchise waste contractors and multi-family residences as to the removal of solid waste, those contracts shall be modified to add a requirement for recycling services consistent with the provisions of section 90-231(b). Existing franchise waste and recycling contract agreements with multi-family residences shall have a six month period from the effective date of this subsection to amend their agreements to make the required recycling provisions.

(b) Protest procedures.

In the event that the bid and/or price quote (hereinafter, the offer) provided by the licensed contractor to the owner (or condominium association) of a multi-family residence is deemed unfair by said owner or association, the owner or association may file a protest with the city manager. Any such protest must be submitted in writing to the city manager; must be made within thirty (30) days of receipt of the offer by the owner or association; must include a copy of the written offer made to the owner or association; and must clearly state the reasons and grounds that the owner or association considers the offer to be unfair. Protests not made within the time period set forth in the preceding sentence shall be time-barred and shall receive no further consideration. Upon receipt of a timely written protest in the form, and with the supporting documentation, required pursuant to this section, the city manager shall have thirty (30) days to direct that an administrative hearing be scheduled to consider the protest (which hearing need not necessarily be held within the 30 day period). The hearing shall be conducted by the city manager, or a designee appointed by the city manager, and shall be conducted in accordance with the provisions established pursuant to section 102-385 of the Code. At the hearing, the city manager or his designee may hear testimony and consider any relevant evidence from the parties regarding the subject protest and, at the conclusion of the hearing, the city manager or his designee shall make a written determination as to the fairness or unfairness of the protest. An offer shall not be deemed to be unfair if it provides for prices, terms, and services as would be provided to buildings of comparable size and character within the area, and is competitive within the local industry standards. If the offer is deemed unfair, the city manager, or the city manager's designee, shall require the licensed contractor to provide the owner or association with a new offer that meets the minimum criteria for fairness, as established in the preceding sentence. The contractor's failure or refusal to provide a fair alternate offer may be grounds for the city manager, or the city manager's designee, to suspend or revoke the franchise.

**Sec. 90-2342. Bankruptcy or insolvency.**

If the grantee licensee becomes insolvent and or if the licensee files a petition of voluntary or involuntary bankruptcy, its franchise shall terminate no later than the date of filing of the bankruptcy petition.

**Sec. 90-2323. Exemption to provide for recycling.**

(a) Notwithstanding any other provisions of sections 90-221 through 90-231 until such time as the city may establish recycling requirements for multi-family residences and commercial establishments, the city manager may continue to license individual recycling contractors pursuant to section 90-306 et seq., who may then be authorized to collect and recycle recyclable materials.

(b) Additionally, notwithstanding any other provision of this chapter, if the city commission decides at any time to establish a citywide recycling program for multi-family residences and/or commercial establishments, or enacts an ordinance requiring commercial establishments and/or multifamily residences to recycle, the city manager shall meet with the current franchise waste contractors as provided in F.S. § 403.706(a) for the purpose of negotiating terms and regulations connected with provision of such recycling services. The terms, including rates charged by contractors in the city for these services, shall be comparable to those established in other municipalities in Dade, Broward and Palm Beach counties for provision of similar recycling services. If none of the franchise waste contractors come to an agreement with the city within 60 days, the city may, at its option, provide for recycling services by:

- (1) Entering into an agreement with other persons to provide recycling services to accounts serviced by franchise waste contractors;
- (2) Entering into interlocal agreements; and/or
- (3) Licensing new franchise waste contractors who are willing to provide the recycling services required by the city and who shall also have all privileges and duties of franchise waste contractors as set forth in this division, including collection and disposal of solid waste.

(c) Franchise agreements between the city and the franchise waste contractors shall require that, in the event the city mandates recycling for multi-family residences and/or commercial establishments, any franchise waste contractor who does not enter into agreement with the city to provide the required recycling services shall, at that time, notify the accounts it services in writing informing those accounts that they may, within 60 days of receipt of the notice, elect to terminate their then existing contracts with the contractor. If the city enters into agreement for provision of recycling services other than by interlocal agreement with only one or two contractors, rates charged for recycling services in the city by those contractors shall be set by the city commission.

**Sec. 90-2334. Revocation of franchise.**

Failure on the part of a franchise waste contractor to comply in any material way with the provisions of this chapter or of its franchise agreement with the city shall be grounds for termination of its franchise, but no such termination shall take effect if the reasonableness or propriety thereof is protested by the contractor until a court of competent jurisdiction (with right of appeal in either party) shall have found that the contractor has failed to comply in material respect with any of the provisions of this chapter or of the contractor's franchise agreement with the city. If such protest is filed, the contractor shall continue to pay the city the franchise fee required by this chapter and its franchise agreement with the city.

Failure to offer directly or to provide a viable and qualified recycling subcontractor will result in a material breach of the franchise agreement and will be cause for such franchise to be revoked by the city consistent with the provisions of this section.

**Secs. 90-2345--90-255. Reserved.**

**SECTION 4.**

That Subdivision II, entitled "Rolloff Waste Container Contractors," of Division 4, entitled "Specialty Contractors," of Article IV, entitled "Private Waste Collectors/Contractors," of Chapter 90 of the Miami Beach City Code entitled "Solid Waste" is hereby amended as follows:

**CHAPTER 90**

**SOLID WASTE**

\* \* \*

**Article IV. Private Waste  
Collectors/Contractors**

\* \* \*

**Division 4. Specialty Contractors**

\* \* \*

*Subdivision II. Rolloff/Portable  
Waste Container Contractors*

**Sec. 90-276. License required.**

Except as provided elsewhere in this article, no person shall engage in the business of removing or disposing of construction and demolition debris or large quantities of trash from any premises within the city limits without first securing a license for such activities from the city manager by paying the license fee as set forth in chapter 18 of this Code and without showing proof of insurance as required in section 90-191 et seq. However, franchise waste contractors shall not be required to obtain a separate license to service rolloffs or portable containers within the city.

**Sec. 90-277. Permits required.**

No rolloff container, ~~or construction~~ dumpster or portable container shall be placed or located within the city limits without a permit from the city manager. Failure to obtain a permit will result in a penalty of \$100 per location.

**Sec. 90-278. Fees and requirements.**

The permit fees and requirements for rolloff ~~waste~~ container and grapple service contractors shall be as follows:

- (1) *On-street permit fee.* When the rolloff container is to be located on the street, the permit fee shall be 186 percent of the ~~licensee's~~ licensed contractor's total monthly gross receipts for the month in which the permit was issued and every month thereafter that the permit is valid. Four barricades with flashing lights shall be posted. In addition, when the rolloff container is to be located in parking meter spaces, an additional fee shall be as set forth in appendix A per meter, per day. The use of barricades is mandatory.
- (2) *Off-street permit fee.* When the rolloff container is to be located inside private property lines, the permit fee shall be 186 percent of the ~~licensee's~~ licensed contractor's total monthly gross receipts for the month in which the permit was issued and every month thereafter that the permit is valid.
- (3) *List of accounts.* The licensed ~~rolloff-waste~~ contractor shall provide the city manager ~~and the sanitation director~~ with a current list of the names and addresses of each account, upon initial application and upon application for renewal of its business license, the frequency of service, the permit number and capacity of each rolloff container or ~~construction~~ dumpster as per account and the address serviced by each rolloff container or ~~construction~~ dumpster. No property owner may share an account with another property owner. ~~The licensed contractor shall notify the city manager in writing on a monthly basis of any changes in its list of accounts.~~
- (4) *Monthly report.* The ~~licensee~~ licensed contractor shall deliver to the finance ~~department~~ director and the city manager a true and correct monthly report of gross receipts generated during the previous month from accounts within the city on or before the last day of each month. This detailed monthly report shall include the customer names, service addresses, account numbers and the actual amount collected from each customer. Payments of such fee shall be made monthly to the finance ~~department~~ director, on or before the last day of each month, for gross receipts of the previous month. Contractors having annual gross receipts reported to the City over \$200,000 shall, on or before 60 days following the close of their fiscal year, deliver to the finance department a statement of annual gross receipts generated from accounts within the city certified by an independent certified public accountant reflecting gross receipts within the city for the preceding fiscal year. ~~The licensee shall on or before 30 days following the close of its fiscal year deliver to the finance director and the city manager a statement of its annual gross receipts generated from accounts within the city certified by an independent certified public accountant reflecting gross receipts within the city for the preceding fiscal year.~~
- (5) *Audit or inspection of licensee's licensed contractor's books and records.* The ~~licensee~~ licensed contractor shall allow the city auditors at any reasonable time after reasonable notice to audit, inspect and examine the ~~licensee's~~ contractor's fiscal books and records and state and federal tax returns, insofar as they relate to city accounts, to confirm the ~~licensee's~~ contractor's compliance with this section. This information shall include, but not be limited to, the following: billing rates, billing amounts, sequentially pre-numbered invoices, signed receipts, trip tickets, computer records, general ledgers and accounts receivable sorted by service address. Failure to provide requested and complete records in a timely manner will result in the initiation of license revocation proceedings. Additionally,

the city's auditors may communicate directly with customers of the ~~licensee~~ contractor for the purpose of confirming compliance with this section.

- (6) *Failure to pay permit fee.* If the ~~licensee~~ licensed contractor fails to timely pay the full permit fee, as set forth in subsections (1) and (2) of this section, the ~~licensee~~ contractor shall pay any and all of the city's expenses for collection of such fees, including, but not limited to, court costs, audit costs and reasonable attorney fees. If the ~~licensee~~ contractor fails to pay the full permit fee on or before the last day of each month, a late payment penalty as set forth in appendix A shall be due, and interest shall accrue on the amount due at the highest lawful rate of interest per annum.
- (7) *Evidence of payment.* In order to effectively provide for the collection of the permit fee by the ~~licensees~~ licensed contractor to the city, any person seeking to renew his/her annual business license pursuant to the provisions of chapter 102, article V, in addition to the requirements contained therein, shall provide to the finance director ~~and the city manager~~ evidence of payment of all outstanding permit fees, fines and other charges as a condition to reissuance or renewal of the business license.
- (8) *Identification of equipment.* All equipment utilized to collect and transport solid waste in the city must be conspicuously marked on both sides of the automotive unit with the name of the hauler, tare weight and cubic yard capacity. Identification information must also be marked on all trailer and container units. All markings must be in letters and numerals at least two inches in height.

#### **Sec. 90-279. Location restrictions.**

The city has the right to restrict the location of any rolloff or portable containers in order to ensure the public's safety and to prevent traffic hazards. It is prohibited to place rolloffs and portable containers in the following locations and areas:

- (1) Alleys, lanes, bridges.
- (2) Ocean Drive from Biscayne Street to 15th Street.
- (3) Collins Avenue from Biscayne Street to 87th Terrace.
- (4) Washington Avenue from Biscayne Street to 17th Street.
- (5) 41st Street from Collins Avenue to Alton Road.
- (6) 71st Street from Collins Avenue to Bay Drive.

#### **Sec. 90-280. Use restrictions.**

Rolloff, portable containers, or ~~construction~~ dumpsters are to be used for the removal of construction and demolition debris or for the removal of large quantities of bulky waste. Construction and demolition debris, bulky waste, etc. is never to be stored directly on the ground as rolloff and portable containers, must be used at all times. ~~Rolloffs, and portable containers and construction dumpsters~~ shall not be used for the removal of garbage or commercial waste.

**Sec. 90-281. Overflowing rollofs and portable containers.**

Overflowing rollofs and portable containers are prohibited. The city manager shall have the power to order the removal by the property owner of any such overflowing rolloff or portable container.

**SECTION 5.**

That Subdivision III, entitled "Recycling Waste Contractors," of Division 4, entitled "Specialty Contractors," of Article IV, entitled "Private Waste Collectors/Contractors" of Chapter 90 of the Miami Beach City Code entitled "Solid Waste" is hereby amended as follows:

**CHAPTER 90**

**SOLID WASTE**

\* \* \*

**Article IV. Private Waste  
Collectors/Contractors**

\* \* \*

**Division 4. Specialty Contractors**

\* \* \*

*Subdivision III. Recycling Waste Contractors*

\* \* \*

**Sec. 90-307. Expiration of licenses.**

Effective October 1, 2008, licenses issued to recycling contractors shall be for a term of ~~six months~~ one year, unless such recycling is pursuant to a franchise agreement, in which case, the license shall be for the term of the franchise agreement. The city may at any time enter into a citywide recycling program pursuant to the requirements of F.S. ch. 403, and may then cease licensing recycling contractors. Recycling contractors operating under a valid city business license at the time of commencement of such citywide program may continue operation until the expiration date of the license, but will thereafter cease operation within the city limits.

\* \* \*

**Sec. 90-310. Regulations applicable.**

All recycling waste contractors must comply with all of the requirements set forth in sections 90-98, 90-99, 90-227, and 90-228 of the City Code.

**Secs. 90-310~~1~~ – 90-330 Reserved.**

**SECTION 6. Repealer.**

All ordinances or parts of ordinances in conflict herewith be and the same are hereby repealed.

**SECTION 7. Severability.**

If any section, sentence, clause or phrase of this ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this ordinance.

**SECTION 8. Codification.**

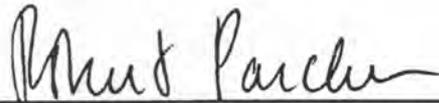
It is the intention of the Mayor and City Commission of the City of Miami Beach, and it is hereby ordained that the provisions of this ordinance shall become and be made a part of the Code of the City of Miami Beach, Florida. The sections of this ordinance may be renumbered or re-lettered to accomplish such intention, and the word "ordinance" may be changed to "section," "article," or other appropriate word.

**SECTION 9. Effective Date.**

This Ordinance shall take effect the 27th day of September, 2008.

**PASSED and ADOPTED this 17th day of September, 2008.**

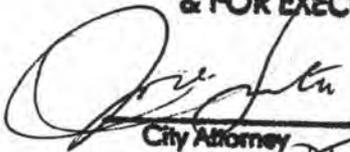
**ATTEST:**

  
\_\_\_\_\_  
**CITY CLERK**

Robert Parcher  
Underline denotes additions  
~~Strike through~~ denotes deletions

  
\_\_\_\_\_  
**MAYOR**  
Matti Herrera Bower

**APPROVED AS TO  
FORM & LANGUAGE  
& FOR EXECUTION**

  
\_\_\_\_\_  
City Attorney *JA*      9/12/08  
Date

## F&CWP Pending Items - Commission Referrals

Item #	Title	Referred By	Date Referred	Handled By	Note
1	Status update on Business Tax Process Improvement.	Jorge R. Exposito		Patricia Walker Kathie Brooks	Awaiting new business system
4	Additional proposed amendment to the City's Living Wage Ordinance Mandating Health Benefits Plan	City Managers Office	September 27, 2011 Commission Item R7E	Raul Aguila	per Raul Aguila - waiting for the Supreme Court to rule on this
6	Discussion of responses received from the Request For Letters of Interest (RFL) for a North Beach parking garage	City Managers Office		Richard Lorber Joyce Meyers	
13	Amendment to City's Cone of Silence Ordinance	Matti Herrera Bower	June 09, 2010 Commission Item C4C	Raul Aguila	per Raul Aguila...defer until further notice; (01/06/12)
18	Discussion Bayfront to Miami Ferry and a proposal to rent the Old Pilot House south of Miami Beach Marina.	Jonah Wolfson	April 13, 2011 Commission Item C4M	Anna Parekh	Administration is researching pending direction from Commissioner Wolfson
22	Discussion concerning Oversight Board for recommendations concerning new liquor licenses	Jonah Wolfson	July 13, 2011 Commission Item C4F	Richard Lorber	Pending direction from Commissioner Wolfson
26	Discussion regarding Advertising RFP	Jorge R. Exposito	September 14, 2011 Commission Item R7H	Max Sklar	
50	Discussion regarding a recommendation by the GLBT Committee to address the issue of benefits tax inequality for City Employees with registered domestic partners versus legally married spouses	Matti Herrera Bower	March 21, 2012 Commission Item C4L	Patricia Walker Raul Aguila Carla Gomez Sue Radig	Same as item 93
63	Discussion regarding the collection of City Liens	Matti Herrera Bower	June 6, 2012 Commission Item C4J	Patricia Walker	
69	Discussion regarding "Booting" Services and raising the allowable rate per vehicle, which is now \$25 each	Matti Herrera Bower	July 18, 2012 Commission Item C4J	Saul Frances	Per Saul Frances, this item is not ready
70A	Discussion Regarding Budget Advisory Committee recommended Pension Reform policies and guidelines	City Managers Office	July 18, 2012 Commission Item C4L/R9G (withdrawn by Exposito) October 24, 2012 Commission Item C4I	Jose Smith Carla Gomez	2/20/13 The Committee assigned the item to Chairperson Deede Weithorn. The item was deferred to be further discussed at either an April or May Finance meeting with an LTC being issued on how this item will be handled to allow all Commissioners to participate.
78	Discussion regarding the issue of encouraging businesses to support the effort of implementing more homeless meters.	Deede Weithorn	October 24, 2012 Commission Item PA6	Anna Parekh	
80	Referral To Finance And Citywide Projects Committee - Discussion Regarding: Business Tax Receipt Renewal Notices; How We Handle Over Charges; Reasons For Miscalculations; And Corrective Action Plan.	Jorge R. Exposito	October 24, 2012 Commission Item C4B	Patricia Walker	1/24/13 Monitor this item and bring it back before the Committee in November 2013 to see how it worked.
82	Referral To The Finance And Citywide Projects Committee - Discussion Regarding An Amendment To The Lease Between The City And Massage Partners, Inc., Located At 767 17th Street, Said Amendment Regarding A Proposed Additional Use Of The Leased Premises, A Proposal To Grant Necessary Access To Additional Restroom Facilities; And A Corresponding Rent Adjustment.	City Managers Office	October 24, 2012 Commission Item C4D	Anna Parekh	The Committee requested a standby LOC be issued for the liens that have been filed. Will determine appropriate CAM use when it's brought back to the Committee with the requested info.
84	Discussion related to the explanation and viability of City's Self Funded Health Insurance Plan.	Jorge R. Exposito	October 24, 2012 Commission Item C4L	Carla Gomez	pending recommendation from BAC
87	Discussion regarding giving guidance to the IT Steering Committee to review the pros and cons of becoming a paperless environment and create new policies and procedures to be implemented within the City of Miami Beach.	Jorge R. Exposito	October 24, 2012 Commission Item R9H	Gladys Gonzalez	2/20/13 The Committee assigned the item to Commissioner Jorge Exposito who will meet with the IT Steering Committee to further discuss how to phase the project and what would be the best plan of action and what would be the timeframe to implement.
94	Discussion Regarding Police Athletic League (PAL) Lease.	City Managers Office	December 12, 2012 Commission Item C4K	Max Sklar	1/24/13 The Committee recommended going ahead and negotiating the figures that can be brought back to the Finance Committee with the lease and measureables that can be provided to the community. Pending deliverables from PAL. 3/15/13 Pending measurables from PAL
97	Discussion regarding a proposed marketing program for Sunscreen and an update on other potential marketing partnerships	City Managers Office	June 6, 2012 Commission Item C4I	Max Sklar	All Committee Members will present their questions to M. Sklar so that they can be discussed and brought back to the FCWPC
101	A Discussion Regarding Upgrade To Municipal Parking Garage Gated Revenue Control System.	City Managers Office	January 16, 2013 Commission Item C4J	Saul Frances	
103	Discussion on a Status Update On The Delayed Issuance of The RFP For The Professional and Beverage Facilities management For The Miami Beach Convention Center.	Deede Weithorn	January 16, 2013 Commission Item C4S	Alex Denis	
110	Discussion regarding to review the 28 rules to determine what can be done when performing City projects, to avoid doing double work and increasing the cost.	Matti Herrera Bower	February 6, 2013 Commission Item R7B	Jay Fink Kathie G. Brooks	

Item #	Title	Referred By	Date Referred	Handled By	Note
122	Discussion regarding fine schedules and enforcement of the City of Miami Beach Code provisions for Police and Fire false alarms, implementing additional fines for false alarms, implementing additional fines for false alarms, and contracting with an outside entity for billing and collection services for false alarm fees	Patricia Walker	March 13, 2013 Commission Item C4G	Ray Martinez	
123	Discussion regarding the Florida's Safe Routes to School Program (FLSRTS)	Jorge R. Exposito	March 13, 2013 Commission Item C4H	Jay Fink	
124	Discussion regarding permit expiration courtesy notices;Amnesty for expired permits;And length of time for building permits	Deede Weithorn	March 13, 2013 Commission Item C4O	Stephen Scott	
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