

# MIAMI BEACH

## City Commission Meeting SUPPLEMENTAL MATERIAL 2

City Hall, Commission Chambers, 3<sup>rd</sup> Floor, 1700 Convention Center Drive  
April 13, 2016

Mayor Philip Levine  
Commissioner John Elizabeth Alemán  
Commissioner Ricky Arriola  
Commissioner Kristen Rosen Gonzalez  
Commissioner Michael Grieco  
Commissioner Joy Malakoff  
Commissioner Micky Steinberg

City Manager Jimmy L. Morales  
City Attorney Raul J. Aguila  
City Clerk Rafael E. Granado

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### ATTENTION ALL LOBBYISTS

Chapter 2, Article VII, Division 3 of the City Code of Miami Beach entitled "Lobbyists" requires the registration of all lobbyists with the City Clerk prior to engaging in any lobbying activity with the City Commission, any City Board or Committee, or any personnel as defined in the subject Code sections. Copies of the City Code sections on lobbyists laws are available in the City Clerk's office. Questions regarding the provisions of the Ordinance should be directed to the Office of the City Attorney.

### SUPPLEMENTAL AGENDA

#### C7 - Resolutions

- C7V A Resolution Establishing A Policy Of The City Commission Strongly Opposing Any Sale, Lease, Transfer, Or Change In Use Or Zoning Designation Of Rebecca Towers, As Well As Any Other Current Or Future Elderly Affordable Housing Projects Owned By The City Of Miami Beach, The Housing Authority Of The City Of Miami Beach, Or The Miami Beach Community Development Corporation, For Any Purpose Other Than Affordable Housing For The Elderly.  
(Sponsored by Mayor Philip Levine And Co-Sponsored by Commissioner Joy Malakoff)  
(Legislative Tracking: Office of the City Attorney)  
**(Memorandum & Resolution)**

#### R7 - Resolutions

- R7I A Resolution Approving And Authorizing The Mayor And City Clerk To Execute A Second Amendment To The Residential Solid Waste Agreement ("Second Amendment") With Progressive Waste Solutions Of FL, Inc.; Which Second Amendment Agreement Is Attached Hereto As Exhibit 1, And Is Scheduled To Commence On September 1, 2016; And Further Terminating The Pending Solicitation Under RFP No.: 2015-258-WG.  
(Public Works)  
**(Agreement)**

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# MIAMI BEACH

OFFICE OF THE MAYOR AND COMMISSION

## MEMORANDUM

TO: Jimmy Morales, City Manager  
FROM: Mayor Philip Levine  
DATE: April 8, 2016  
SUBJECT: Agenda Item for April 2016 City Commission Meeting

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Please place the following item on the April 13<sup>th</sup> City Commission Meeting Consent Agenda:

**A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ESTABLISHING A POLICY OF THE CITY COMMISSION STRONGLY OPPOSING ANY SALE, LEASE, TRANSFER, OR CHANGE IN USE OR ZONING DESIGNATION OF REBECCA TOWERS, AS WELL AS ANY OTHER CURRENT OR FUTURE ELDERLY AFFORDABLE HOUSING PROJECTS OWNED BY THE CITY OF MIAMI BEACH, THE HOUSING AUTHORITY OF THE CITY OF MIAMI BEACH, OR THE MIAMI BEACH COMMUNITY DEVELOPMENT CORPORATION, FOR ANY PURPOSE OTHER THAN AFFORDABLE HOUSING FOR THE ELDERLY.**

Because Rebecca Towers are important institutions in the City of Miami Beach that provide much needed affordable housing for hundreds of our senior residents, and in order to affirm our commitment to ensuring senior housing is maintained at Rebecca Towers, I ask the Commission to establish a policy strongly opposing any sale, lease, transfer, or change in use or zoning designation of Rebecca Towers for any purpose other than affordable housing for the elderly.

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ESTABLISHING A POLICY OF THE CITY COMMISSION STRONGLY OPPOSING ANY SALE, LEASE, TRANSFER, OR CHANGE IN USE OR ZONING DESIGNATION OF REBECCA TOWERS, AS WELL AS ANY OTHER CURRENT OR FUTURE ELDERLY AFFORDABLE HOUSING PROJECTS OWNED BY THE CITY OF MIAMI BEACH, THE HOUSING AUTHORITY OF THE CITY OF MIAMI BEACH, OR THE MIAMI BEACH COMMUNITY DEVELOPMENT CORPORATION, FOR ANY PURPOSE OTHER THAN AFFORDABLE HOUSING FOR THE ELDERLY.**

**WHEREAS**, Rebecca Towers North is a thirteen-story residential building located at 200 Alton Road with 200 units (120 efficiencies and 80 one-bedrooms) for which U.S. HUD provides rental subsidies pursuant to the Section 8, New Construction-Elderly Designated program to tenants 62 years of age or older who are income eligible; and

**WHEREAS**, Rebecca Towers South is a thirteen-story residential building located at 150 Alton Road with 200 units (120 efficiencies and 72 one-bedrooms, and 8 two-bedrooms) for which U.S. HUD provides rental subsidies pursuant to the Public Housing-Elderly Designated program to tenants 62 years of age or older who are income eligible; and

**WHEREAS**, the housing programs at Rebecca Towers North and South (collectively, "Rebecca Towers") are developed and administered by the Housing Authority of the City of Miami Beach ("HACMB"); and

**WHEREAS**, Rebecca Towers are important residential facilities in the City of Miami Beach ("City") that provide much needed affordable senior housing to hundreds of City residents; and

**WHEREAS**, other HACMB affordable housing projects in the City which give preference to elderly persons currently include the Leonard Turkel Residences (21 units), Henderson Court (5 units), and the Steven E. Chaykin Apartments (30 units for elderly disabled persons); and

**WHEREAS**, in addition, the Miami Beach Community Development Corporation ("MBCDC") currently owns and administers affordable housing projects at The Crespi (8 units), The Madison (16 units), Villa Matti (36 units), The Allen (34 units), The Westchester (24 units), The Jefferson (27 units), The Aimee (27 units), The Sabrina (20 units), Villa Maria (34 units), The Fernwood (18 units), and Meridian Place (34 units); and

**WHEREAS**, it is the intent of the Mayor and City Commission that affordable housing for the City's senior residents be maintained and preserved; and,

**WHEREAS**, many steps would be required by the HACMB, MBCDC, U.S. HUD, and the City Commission, with many public hearings, before a sale, lease, transfer, or change in use or zoning of any elderly public housing project could potentially occur; and

**WHEREAS**, notwithstanding the foregoing, the Mayor and City Commission of the City of Miami Beach affirmatively assert their intent to preserve elderly affordable housing in the City, and that U.S. HUD eligible senior housing should be maintained and, therefore, a policy should be established to strongly oppose any and all efforts and measures that would result in the sale, lease, transfer, or change in use or zoning designation of Rebecca Towers, or any other current or future elderly housing projects owned by the City, HACMB, MBCDC, for any purpose other than affordable housing for the elderly.

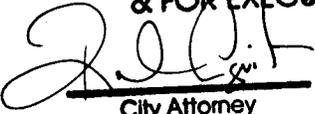
**NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA**, that the Mayor and City Commission hereby establish a policy strongly opposing any sale, lease, transfer, or change in use or zoning designation of Rebecca Towers, as well as any other current or future elderly affordable housing projects owned by the City of Miami Beach, the Housing Authority of the City of Miami Beach, or the Miami Beach Community Development Corporation, for any purpose other than affordable housing for the elderly.

**PASSED AND ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Philip Levine, Mayor

**ATTEST:**

\_\_\_\_\_  
Rafael E. Granado, City Clerk

APPROVED AS TO  
FORM & LANGUAGE  
& FOR EXECUTION  
  
\_\_\_\_\_  
City Attorney

4-7-16  
\_\_\_\_\_  
Date

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**SECOND AMENDMENT TO THE AGREEMENT BETWEEN CITY OF MIAMI BEACH AND  
PROGRESSIVE WASTE SOLUTIONS OF FL, INC.**

This is a Second Amendment to the original Agreement. dated June 9, 2010, made and entered into this \_\_\_ day of \_\_\_\_\_, 2016, by and between the City of Miami Beach, a municipal corporation, existing under the State of Florida (hereinafter referred to as the "City") and Progressive Waste Solutions of FL, Inc., a Delaware corporation (hereinafter referred to as the "Progressive or Contractor").

**WITNESSETH**

**WHEREAS**, on October 14, 2009, the City issued a Request for Proposal No. 60-08/09 entitled, "Collection and Disposal of Residential Solid Waste Yard Trash, Bulk Waste, and Operation of the City's Green Waste Facility" (the "RFP"); and

**WHEREAS**, at its June 9, 2010 meeting, the Mayor and City Commission adopted Resolution No. 2010-27421, approving and authorizing the Mayor and City Clerk to execute an agreement, pursuant to the RFP, with Choice Environmental Services, Inc., (the "Agreement"); and

**WHEREAS**, the Agreement provided an initial term commencing on September 1, 2010, and terminating on August 31, 2015, with up to three (3) consecutive one-year renewal terms; and

**WHEREAS**, on April 10, 2014, due to a merger of Choice with Progressive Waste Solutions of Florida, Inc. (hereinafter "Progressive"), the City Commission authorized a First Amendment to the Agreement, recognizing the name change of the contractor to Progressive (hereinafter "Amended Agreement"); and

**WHEREAS**, on July 8, 2015, the City Commission approved a one year extension, as authorized under the Amended Agreement, and simultaneously directed the Administration to prepare a Request for Proposals to go out for bid for future residential disposal and waste services; and

**WHEREAS**, on September 2, 2015, the City Commission approved, the issuance of RFP No. 2015-258-WG, for Collection and Disposal of Residential Solid Waste Yard Trash, Bulk Waste, and Operation of the City's Green Waste Facility; and

**WHEREAS**, thereafter, on February 10, 2016, the City Commission provided further direction to the Administration to (1) extend the RFP opening date; and (2) to negotiate with Progressive, as to the existing Amended Agreement, which provides up to two additional one year extension terms; and

**WHEREAS**, the Administration has negotiated terms with Progressive, that enhance the level of service, per year, for the remaining two, one-year extension terms provided for under the Amended Agreement; and

**WHEREAS**, the negotiated terms include the following:

- Two, one-year extensions of time;
- Zero cost increase in year one (September 1, 2016 - August 31, 2017)
- Pass through of any incurred Miami-Dade County tipping cost increase in the second year (September 1, 2017 – August 31, 2018);
- Bulk waste pickup will be increased from four (4) to five (5) times, per year, with a more responsive turnaround time [from five (5) business days to three (3) business days];

- Creation of an electronic waste recycling program through a vendor that, at its facility, processes under the Responsible Recycling (R2) Standard for Electronics Recyclers and/or the e-Steward Standard for Responsible Recycling and Reuse of Electronic Equipment (e-stewards);”
- Contractor shall create a textile drop off program for City residents; and
- Distribution of a mailer, twice, per year, detailing waste/recycling/green tips and newsletter; and
- Creation of a resiliency and sustainability plan; and

**WHEREAS**, the Administration requests that the Mayor and City Commission hereby approve a Second Amendment to the Collection and Disposal of Residential Solid Waste Yard Trash, Bulk Waste, and Operation of the City’s Green Waste Facility Agreement, which Second Amendment would commence on September 1, 2016.

**NOW THEREFORE**, in consideration of the foregoing Recitals and of the mutual covenants hereinafter set forth, it is agreed as follows:

1. **RECITALS.**

The foregoing Recitals are true and form the basis of this Agreement. This Second Amendment, and the underlying Agreement dated June 9, 2010, in the event of ambiguity, shall be interpreted so as to carry out the purposes set forth in the Recitals.

2. Section 8 of the June 9, 2010 Agreement, entitled “Yard Trash (Regular and Bulk) Collection Services”, at subsection 8.2 b), is hereby modified as follows:

“b) Bulk Yard Trash will be collected on a scheduled basis, at no additional charge. Such service shall be provided up to ~~four (4)~~ five (5) times per year on dates scheduled between the customer and Contractor. ....”

3. Section 9, of the June 9, 2010 Agreement, entitled “Bulk Waste Pick-Up Services” at subsection 9.2, at the second full paragraph, is hereby modified as follows:

“Notwithstanding the preceding paragraph, Contractor shall collect Bulk Waste a maximum of ~~four (4)~~ five (5) times per calendar year, and up to twenty five (25) cubic yards, per pick up, for each customer. In the event that a customer presents more than 25 cubic yards of Bulk Waste for collection in any scheduled pick-up, it shall be counted as an additional pick-up (for every additional 25 cubic yards of waste material collected), as provided in the preceding paragraph. The Bulk Waste shall be collected within three (3) business days of Contractor receiving the request.”

4. Section 10 of the original Agreement is hereby modified as follows:

Section 10.11 entitled “Adjustments: is STRICKEN in its entirety. The following language shall be added to section 10.11

The Contractor shall not be entitled to any adjustment in fees upon the City’s acceptance of the second annual renewal year option (September 1, 2016 - August 31, 2017), as provided for under 4.2 of the Agreement. The Contractor shall solely be entitled to a pass-through adjustment of fees due to any increase in permitting or “tipping” by Miami-Dade County, Department of

<sup>1</sup> Stricken words are deleted from the underlying text. Underlined words are added to the underlying text.

Environmental Resource Management, of any incurred Miami-Dade County tipping cost increase in final, annual, renewal year option (September 1, 2017 – August 31, 2018).

5. Section 11, of the June 9, 2010 Agreement, entitled “Other Services” is hereby modified as follows:

...  
Section 11.2 Promotional Material: Within sixty days from the Commencement Date, the Contractor will provide corporate literate and promotional materials to assist the City with its anti-litter program. Contractor, shall distribute, a mailer, twice, per year, to City residents detailing waste/recycling/green tips and providing a general newsletter relating to sustainability, recycling, going “green”, and other issue relating to solid waste.  
...

11.6 Sustainability and Green Initiatives. Contractor hereby agrees and acknowledges that the City’s consideration of, and reliance upon, Contractor’s proposed Sustainability and Green Initiatives, as attached and incorporated as Exhibit “E” hereto, was an important consideration and incentive to the City in the award and execution of this Agreement. .... Paragraph 1). Contractor shall create a resiliency and sustainability plan, to be implemented over the length of any Term extension as provided for under Section 4.2., and shall be implement through new Exhibit E. This new Exhibit E shall be attached hereto, and replace the original Exhibit E to the Agreement.

11.7 Creation of an electronic waste recycling program through a vendor that, at its facility, processes under the Responsible Recycling (R2) Standard for Electronics Recyclers and/or the e-Steward Standard for Responsible Recycling and Reuse of Electronic Equipment (e-stewards).” The Contractor will work with the City (or vice versa) to secure the proper permits in order to be able to take the e-waste drop-offs at the City’s current facility that is permitted for green waste. If it is not possible for Contractor to secure the proper permits Contractor will work together with the City, in good faith, to come up with a suitable alternative site for collection.

11.8 Contractor shall create a textile drop off program for City residents. The Contractor will work with the City (or vice versa) to secure the proper permits in order to be able to take the textile drop-offs at the City’s current facility that is permitted for green waste. If it is not possible for Contractor to secure the proper permits, Contractor will work together with the City, in good faith, to come up with a suitable alternative site for collection.

6. Section 15, entitled “Consumer Price Index,” is hereby STRICKEN and replaced by the following language:

**Section 15. RESERVED.**

7. Miscellaneous.

(a) **Complete Agreement.** This Second Amendment, when executed, together with all Exhibits attached hereto as provided for by this Agreement, shall constitute the entire Agreement between both parties and this Agreement may not be amended, modified or terminated except by a writing signed by the parties hereto.

(b) **Severability.** In the event that any clause or provision of this Agreement or any part thereof shall be declared invalid, void or unenforceable by any court having jurisdiction, such invalidity shall not affect the validity or enforceability of the remaining portions of this Agreement unless the result would be manifestly inequitable or unconscionable.

(c) **All other terms and conditions.** All other terms and conditions of the of the June 9, 2010 Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have set their hands and seals at the place and on the date first above written.

**City of Miami Beach, Florida**

**Progressive Waste Solutions of FL, Inc.**

By: \_\_\_\_\_  
Mayor  
Philip Levine

By: \_\_\_\_\_  
President (or Authorized Official)  
Print name: \_\_\_\_\_

Attest:

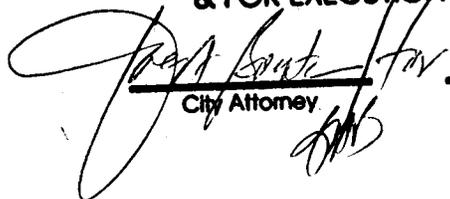
\_\_\_\_\_  
City Clerk, Raphael Granado

\_\_\_\_\_  
Corporate Secretary  
Print name: \_\_\_\_\_

\_\_\_\_ day of \_\_\_\_\_, 2016

\_\_\_\_ day of \_\_\_\_\_, 2016

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

  
\_\_\_\_\_  
City Attorney

7-11-2016  
\_\_\_\_\_  
Date

**NEW EXHIBIT E**

# Exhibit “E”

## **Thinking Beyond Today**

Progressive Waste is committed to creating a more sustainable future. Our landfills fund infrastructure for public use and provide compost, nutrient management, recycling, energy recovery, education, and many other environmentally and socially responsible initiatives. Our environmental practices and technologies provide benefits including: diversion of waste from our landfills through our recycling facilities; organized, timely, safe waste removal from residential and business communities; energy capture of greenhouse gases for productive use; and recycling and composting to conserve precious resources.

Beyond meeting and exceeding regulatory expectations, we work constantly to identify best management practices that promote environmental sustainability. In all of our communities, this means engaging with regulators, engineers, and industry experts to learn about and implement new waste management technologies.

On a daily basis, we help homes and businesses come up with smart solutions for all of their waste needs.

## **Recycling and Materials Recovery**

Our recycling services include collection of recyclable materials from commercial, industrial, and residential customers. Each day, our facilities receive and process a wide variety of recyclable materials including cardboard, glass, plastic containers, office paper, and newsprint. To provide practical, front--line support for our nation’s recycling efforts, we own or operate 50 dedicated material recovery facilities in North America. Our managers are skilled at harvesting quality recoverable material that is marketed to post--consumer mills for the best attainable product value.

Through our network of material recovery facilities and our recycling collection services, we work hard to help our customers reduce waste generation and increase recovery rates.

## **Landfills**

We own or operate 30 landfills. These operations are designed to meet the highest standards of environmental protection while effectively disposing of non--recyclable, non--hazardous solid waste that cannot be diverted. Our facilities are staffed by experienced operators who employ the most modern landfill operating procedures. To ensure that we continue to meet the highest environmental protection standards, we encourage government inspections of our sites and invest in independent third--party monitoring.

## **Landfill Gas to Energy**

We have invested in waste--to--energy technologies which converts methane gas produced in a landfill to electricity. Conversion of methane reduces greenhouse emissions while making a positive contribution to energy production. Our landfills in St. Cloud, Florida, Seneca Falls, New York, Bethlehem, Pennsylvania, St. Louis,

# Exhibit “E”

Missouri, and Lachenaie, Quebec, have landfill gas recovery systems that transfer methane gas from the landfill to independently-owned facilities at which the gas is converted into electricity. Together these operations produce more electrical power annually than the energy contained in more than 200,000 barrels of oil. We plan to build more gas-to-energy facilities as our landfills continue to develop. In addition to electrical generation, the company opened its first operating facility in Alvarado, Texas in late 2011 where landfill gas is upgraded to natural pipeline grid quality. Our landfill sites provide an environmentally safe and economical way to manage the non-hazardous, solid waste generated within the community. We strive to find new and innovative methods to use at our facilities to further benefit the community.

## **National and Local Initiatives**

- North American Initiatives and Resources
  - Commitment to 70% of new vehicles purchased will be CNG
  - Material Recovery Facilities
    - Own or operate 50 dedicated Material Recovery Facilities
    - In 2009, Progressive constructed and opened the first LEED Certified privately funded single stream MRF in the United States located in McKinney, Texas
    - Each year, Progressive diverts more than 1.2 million tons of material from landfills for repurposing
  
- Florida – Initiatives and Resources
  - JED Solid Waste Disposal Facility
    - Auto shred residual recycling
    - Liquid solidification
    - Tire shredding and recycling
    - Concrete processing and recycling
    - Leachate recirculation
    - Landfill gas to energy
  
- Miami-Dade & Broward Counties – Initiatives and Resources
  - Local Facilities
    - 1 Material Recovery Facility dedicated to processing single-stream recyclables
    - 1 Material Recovery Facility dedicated to processing commercial recyclables
    - 1 Recycling Center for processing construction and demolition debris
    - 1 Material Recovery Facility for processing green waste, recyclables and commercial solid waste
    - 2 Class I Transfer Stations for the transfer of recyclable material to our MRF
    - Operate City of Miami Beach Green Waste facility
    - Over a 132,000 tons of recyclable material processed locally

# Exhibit "E"

## Progressive Waste Companywide Statistics

The paper we process represents nearly **10.8 million** trees.

We produce more energy than contained in **200,000** barrels of oil.

**30**  
active  
Municipal  
Solid Waste  
Landfills.

In 2013, more than **3%** of our 3,000 vehicles were powered by **CNG**.