

Introduced by the Council President at the request of the Mayor and substituted by the Neighborhoods, Community Services, Public Health and Safety Committee:

**ORDINANCE 2024-800-E**

AN ORDINANCE APPROPRIATING \$4,028,251 FROM GENERAL FUND OPERATING RESERVES TO THE SOLID WASTE DISPOSAL FUND - CONTRACT GARBAGE AND RECYCLING ACCOUNT, TO FUND THE MONTHLY PER PREMISE RATE OF \$22.39 AUTHORIZED BY THE CITY COUNCIL FOR RESIDENTIAL CURBSIDE SOLID WASTE AND RECYCLABLES COLLECTION AND TRANSPORTATION SERVICES PROVIDED BY MERIDIAN WASTE FLORIDA, LLC, FOR FISCAL YEAR 2024-2025; APPROVING AND AUTHORIZING THE MAYOR, OR HER DESIGNEE, AND THE CORPORATION SECRETARY TO EXECUTE A FIRST AMENDMENT TO CONTRACT BETWEEN CITY OF JACKSONVILLE AND MERIDIAN WASTE FLORIDA, LLC, FOR RESIDENTIAL CURBSIDE SOLID WASTE AND RECYCLABLES COLLECTION AND TRANSPORTATION SERVICES (SERVICE AREA II), SETTING RATES COMMENCING OCTOBER 1, 2024, SETTING FUEL CAPS FOR FISCAL YEARS 2024-2025, 2025-2026 AND 2026-2027, AND APPROVING THE PREMISE COUNT CONDUCTED IN CONNECTION WITH THE RATE REVIEW; PROVIDING A MONTHLY BASE RATE; PROVIDING FOR CITY OVERSIGHT BY THE SOLID WASTE DIVISION OF THE DEPARTMENT OF PUBLIC WORKS; PROVIDING AN EFFECTIVE DATE.



Fund - Contract Garbage and Recycling account, to fund the monthly per premise rate of \$22.39 authorized by the City Council for residential curbside solid waste and recyclables collection and transportation services provided by Meridian Waste Florida, LLC for fiscal year 2024-2025.

**Section 2. Purpose.** The purpose of the appropriation in Section 1 is to fund the increased monthly per premise rate of \$22.39 for residential curbside solid waste and recyclables collection and transportation services provided by Meridian Waste Florida, LLC, as authorized herein.

**Section 3. Monthly Base Rate.** The recommended terms established by the Council rate review process pertaining to the Contract between the City and Meridian are as set forth in **Exhibit 1**, attached hereto and incorporated herein by this reference. The monthly base rate component of \$18.29 recommended by said rate review process as set forth in **Exhibit 1** is inclusive of a mark-up on operating expenses before profit, interest expenses, and corporate taxes. After careful consideration of the recommendations arising out of the Council rate review process and receipt of additional information from Meridian, the City Council has determined it appropriate and hereby approves and authorizes an adjustment to the Monthly Base Rate Component commencing October 1, 2024, to \$22.39 per premise which shall be adjusted thereafter, if necessary, pursuant to the Agreement. With the exception of the foregoing, all other terms established by the Council rate review process as outlined in **Exhibit 1** are hereby approved.

**Section 4. Approval and Authorization to Execute First Amendment to Contract.** The Mayor, or her designee, and the Corporation Secretary are hereby authorized to execute that certain First Amendment to Contract Between City of Jacksonville and Meridian

Waste Florida, LLC for Residential Curbside Solid Waste and Recyclables Collection and Transportation Services (Service Area II) (the "First Amendment") in substantially the same form attached hereto as **Revised Exhibit 2** and incorporated herein by this reference. The First Amendment incorporates the terms approved by Council as set forth in Section 3 of this Ordinance.

**Section 5. Oversight.** The Solid Waste Division of the Public Works Department shall oversee the Contract described herein.

**Section 6. Effective Date.** This Ordinance shall become effective upon signature by the Mayor or upon becoming effective without the Mayor's signature.

Form Approved:

/s/ Mary E. Staffopoulos

Office of General Counsel

Legislation Prepared By: Mary E. Staffopoulos

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Terms established by the Council Rate Review Process:

1. The Monthly Base Rate Component shall be adjusted commencing October 1, 2024 to \$18.29, and, shall be adjusted thereafter, if necessary, pursuant to the Agreement.

2. The fuel cap numbers shall be 437,470 gallons for fiscal year 2024/2025; 441,845 gallons for fiscal year 2025/2026 and 446,264 gallons for fiscal year 2026/2027.

3. Effective October 1, 2024, 3 residential premises will be deducted from the September 30, 2024 premises count to determine the beginning number for Service Area II.

4. As disposal sites change, travel times may change and compensation may increase or decrease as a result. The City and the Contractor agree that the hourly rate per route is deemed to be \$144.00 from October 1, 2024, through September 30, 2025, if compensation should need to be adjusted for a change in Disposal Site.

5. If and when the Mayor declares a Storm Emergency event, the City agrees to pay the Contractor \$225.00 per ton for collection of Storm Yard Waste, as stipulated and adjusted pursuant to the Agreement.

**FIRST AMENDMENT TO  
CONTRACT BETWEEN CITY OF JACKSONVILLE  
AND  
MERIDIAN WASTE FLORIDA, LLC  
FOR RESIDENTIAL CURBSIDE SOLID WASTE AND RECYCLABLES  
COLLECTION AND TRANSPORTATION SERVICES  
(Service Area II)**

This **FIRST AMENDMENT TO CONTRACT FOR RESIDENTIAL CURBSIDE SOLID WASTE AND RECYCLABLES COLLECTION AND TRANSPORTATION SERVICES** (this "First Amendment"), effective as of October 1, 2024 (the "Effective Date"), is entered between the **CITY OF JACKSONVILLE**, a consolidated political subdivision and municipal corporation existing under the laws of the State of Florida (the "City"), and **MERIDIAN WASTE FLORIDA, LLC**, a Florida limited liability company (the "Contractor").

**WITNESSETH:**

**WHEREAS**, the City and Contractor entered into that certain Contract for Residential Curbside Solid Waste and Recyclables Collection and Transportation Services dated August 23, 2021 (the "Agreement"); and

**WHEREAS**, the City Council performed a rate review in accordance with Section 382.309 of the Ordinance Code and the terms of the Agreement, and the parties agree to amend certain terms of the Agreement following the rate review process; and

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants herein contained, the parties agree as follows:

1. **Incorporation of Recitals; Capitalized Terms.** The above recitals are true and correct and are incorporated into and made apart hereof. Unless otherwise defined herein, all capitalized terms shall have the meanings given to them in the Agreement.

2. **Adjustment to Monthly Base Rate Component for Fiscal Year 2024-2025.** Notwithstanding anything to the contrary in the Agreement, commencing on October 1, 2024, the Monthly Base Rate Component shall be \$22.39, and shall be adjusted thereafter, if necessary, pursuant to the Agreement terms. The Monthly Base Rate Component of \$22.39 includes a mark-up on operating expenses before profit and corporate taxes.

3. **Adjustment to Hourly Rate Per Route for Fiscal Year 2024-2025.** In accordance with Section 7.2.3 of the Agreement, the parties agree that the hourly rate per route is deemed to be \$144.00 from October 1, 2024, through September 30, 2025, if compensation should need to be adjusted for a change in Disposal Site. The parties acknowledge that as Disposal Sites change, travel times may change, and compensation may increase or decrease as a result. Thereafter, annually the hourly rate per route will be adjusted in accordance with the provision in Section 7.2.4 or 7.2.2 of the Agreement, as applicable.

4. **Adjustment to Residential Premises for Fiscal Year 2024-2025.** Pursuant to Section

7.3 of the Agreement, the parties agree that the September 30, 2024, number of Residential Premises will be decreased by 3 Residential Premises to determine the October 1, 2024, beginning number for Service Area II.

5. **Adjustment to Fuel Cap for Fiscal Year 2024-2025.** Pursuant to Section 7.5 of the Agreement, the parties agree that the fuel cap numbers shall be as follows: 437,470 gallons for fiscal year 2024-2025; 441,845 gallons for fiscal year 2025-2026, and 446,264 gallons for fiscal year 2026-2027.

6. **Adjustment to Rate Per Ton for Fiscal Year 2024-2025.** Pursuant to Section 20.2 of the Agreement, the parties agree that if the Mayor of the City of Jacksonville declares a Major Storm Emergency event, the City agrees to pay the Contractor \$225.00 per ton for collection of Storm Yard Waste that is over 105% of the most recent 24 months, as adjusted for growth of the average yard waste tons taken to the disposal site, as stipulated and adjusted pursuant to the Agreement.

7. **Power and Authority.** Each party represents and warrants to the other that it is fully empowered and authorized to execute and deliver this First Amendment, and the individual signing this First Amendment on behalf of such party represents and warrants to the other party that he or she is fully empowered and authorized to do so.

8. **Effectiveness; Ratification of the Contract.** This First Amendment is effective as of the date first written above. The provisions of the Agreement remain in full force and effect except as expressly provided in this First Amendment. If there is any conflict between the terms of the Agreement and this First Amendment, the terms of this First Amendment shall control.

9. **Counterparts; Electronic Signature.** This First Amendment may be executed electronically and in several counterparts by the parties hereto, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.

[The remainder of this page was intentionally left blank by the parties.]

**IN WITNESS WHEREOF**, the parties hereto have caused this First Amendment to be executed and delivered on their behalf by their duly authorized representatives.

**ATTEST:**

**CITY:**

**CITY OF JACKSONVILLE**, a consolidated political subdivision and municipal corporation existing under the laws of the State of Florida

\_\_\_\_\_  
James B. McCain, Jr.  
Corporation Secretary

By: \_\_\_\_\_  
Donna Deegan, Mayor  
Date: \_\_\_\_\_

Form Approved:

By: \_\_\_\_\_  
Office of General Counsel

**CONTRACTOR:**

**MERIDIAN WASTE FLORIDA, LLC**, a Florida limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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City of Jacksonville, Florida  
Request for Budget Transfer Form

Public Works/Solid Waste Division

Department or Area Responsible for Contract / Compliance / Oversight

N/A

Council District(s)

Reversion of Funds:  
(if applicable)

Fund / Center / Account / Project \* / Activity / Interfund / Future

N/A

Section of Code Being Waived (if applicable):

N/A

CIP (yes or no):

No

Justification for Waiver

Justification for / Description of Transfer:

Appropriating \$4,028,251 of General Fund operating reserves to cover the increased cost for the Meridian Residential Garbage Collection contract with the increase in the monthly per premise rate to \$22.39.

Net Amount Appropriated and/or Transferred:

\$4,028,251.00

\* This element of the account string is titled project but it houses both projects and grants.

CITY COUNCIL

Requesting Council Member:

CM's District:

Requesting Council Member:

CM's District:

Prepared By:

Ordinance:

OFFICE OF THE MAYOR

☐ BUDGET ORDINANCE

☐ TRANSFER DIRECTIVE

Date Rec'd.	Date Fwd.	Approved	Disapproved
Department Head			
Mayor's Office			
Accounting Division			
Budget Division			

TD / BT Number:

Date of Action By Mayor:

Approved:

Division Chief:

Date Initiated:

Prepared By:

Phone Number:

Initiated / Requested By (if other than Department):

### Budget Transfer Line Item Detail

\* This element of the account string is titled project but it houses both projects and grants.

Budget Office approval does not confirm: 1) whether or not a grant requires a new 1Cloud grant number 2) the availability of prior-year revenue 3) the available fund balance in a non-all-years fund 4) the use of fund balance appropriations in all-years funds.

Budget Officer Initials \_\_\_\_\_

#### TRANSFER FROM: (Revenue line items in this area are being appropriated and expense line items are being de-appropriated.)

Rev Exp	Fund Title	Activity / Grant / Project Title	Line Item / Account Title	Amount	Accounting Codes						
					Fund	Center	Account	Project *	Activity	Interfund	Future
Rev	General Fund Operating	General Fund - General Service District	Transfer From Fund Balance	\$4,028,251.00	00111	191009	389010	000000	00000526	00000	00000000
Rev	Solid Waste Disposal	Transfer from General Fund Operating	Interfund - Transfer In	\$4,028,251.00	43101	191040	381910	000000	00000000	00111	00000000

Total: \$8,056,502.00

#### TRANSFER TO: (Revenue line items in this area are being de-appropriated and expense line items are being appropriated.)

Rev Exp	Fund Title	Activity / Grant / Project Title	Line Item / Account Title	Amount	Accounting Codes						
					Fund	Center	Account	Project *	Activity	Interfund	Future
Exp	General Fund Operating	Transfer to Solid Waste Disposal	Interfund - Transfer Out	\$4,028,251.00	00111	191040	591910	000000	000000000	43101	00000000
Exp	Solid Waste Disposal	PWSW Collection - Administration - Garbage&Solid Waste Control Services	Contract Garbage&Recycling	\$4,028,251.00	43101	157007	534070	000000	000000000	00000	00000000

Total: \$8,056,502.00