



Village of Biscayne Park

640 NE 114th Street
Biscayne Park, FL 33161
(305) 899-8000

AGENDA **SPECIAL MEETING**

BISCAYNE PARK FOUNDATION, INC

A 501© (3) Charitable Foundation
Ed Burke Recreation Center – 11400 NE 9th Court

TUESDAY, AUGUST 4, 2009 – 6:30 pm

Board of Directors

Kelly Mallette, President

John R. Hornbuckle

Robert "Bob" Anderson

Steve Bernard

Chester H. Morris, M.D

Frank R. Spence
Incorporator & C.E.O.

1. CALL TO ORDER
2. REPORT ON FUND-RAISING SALE OF DONATED
OAK TREES ON SATURDAY, JULY 18, 2009 AT SUMMERFEST
3. DISPOSITION OF REMAINING OAK TREES
4. GOALS AND PRIORITIES FOR THE FUTURE (PRESIDENT MALLETTE)
5. ANNOUNCEMENT OF NEXT MEETING
6. ADJOURNMENT



Village of Biscayne Park

640 NE 114th Street
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(305) 899-8000

Mayor and Commission

John R. Hornbuckle
Mayor

Robert "Bob" Anderson
Vice-Mayor

Steve Bernard
Commissioner

Kelly Mallette
Commissioner

AGENDA

REGULAR COMMISSION MEETING

Ed Burke Recreation Center – 11400 NE 9th Court



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Chester H. Morris, M.D.
Commissioner

Frank R. Spence
Village Manager

John J. Hearn
Village Attorney

Ann Harper
Village Clerk

AGENDA

REGULAR COMMISSION MEETING Ed Burke Recreation Center – 11400 NE 9th Court Tuesday, August 4, 2009 - 7:00 pm

1. CALL TO ORDER and ROLL CALL
2. PLEDGE OF ALLEGIANCE
3. ORDER OF BUSINESS - ADDITIONS, DEFERRALS, OR DELETIONS TO AGENDA
4. PRESENTATIONS
 - A. Presentation of Certificate of Achievement for Excellence in Financial Reporting for Fiscal Year ending September 30, 2007, and Comprehensive Annual Financial Report (CAFR) For the Fiscal Year ending September 30, 2008, by Alberni, Caballero & Castellanos, C.P.A., LLP (CAFR distributed previously)
 - B. Announcement of Electronic Waste Collection Event on August 30, 2009 sponsored By Miami-Dade Commissioner Sally A. Heyman, District 4
5. PUBLIC COMMENTS RELATED TO AGENDA ITEMS
6. CONSENT AGENDA (Motion to be made for all as one or remove for discussion) Tab #6
 - A. Approval of Minutes – (1) Regular Meeting – July 7, 2009
(2) Special Meeting - July 9, 2009
(3) 4th Preliminary Budget Workshop – July 9, 2009
(4) Special Meeting – July 16, 2009
(5) 5th Preliminary Budget Workshop – July 16, 2009

Village of Biscayne Park - Agenda

6. CONSENT AGENDA (Continued)

TBS B. Receipt of 3rd Quarter Financial Report for period ending 6/30/09

C. Renewal of FDOT Landscape Maintenance Joint Project Agreement

7. PUBLIC HEARINGS - None

8. ORDINANCES – FIRST READING – None

9. RESOLUTIONS - None

10. OLD BUSINESS

- A. Discussion of how Village Manager selection process will work
(Mayor Hornbuckle)**
- B. Discussion of how we will have resident participation
(Mayor Hornbuckle)**
- C. Process of hiring a new Village Manager
(Commissioner Bernard)**

11. NEW BUSINESS

- A. Appointment of members to Pathways Ad Hoc Committee**
- B. Recommendation to change phone carriers on certain
Lines from AT&T to NUVOX**

12. GOOD AND WELFARE (PUBLIC)

13. REPORTS

A. Committee Reports

- 1. Parks & Parkways Advisory Board – Dan Keys, Chairman**
- 2. Recreation Advisory Board – Roxanna Ross, Chairman**

B. Village Attorney Comments

C. Village Manager Comments

- 1. Report from Police Chief Glansberg**
- 2. Updates on various projects**

D. Commission Comments

- 1. Commissioner Bernard**
- 2. Commissioner Mallette**
- 3. Commissioner Morris**
- 4. Vice-Mayor Anderson**
- 5. Mayor Hornbuckle**

Village of Biscayne Park - Agenda

14. ANNOUNCEMENTS -All public meetings are held at the Ed Burke Recreation Center 11400 NE 9th Court

*Wednesday, August 5	Recreation Advisory Board 6:30 pm
*Saturday, August 8	FEC Workshop 10 am – 12 noon
*Tuesday, August 11	Code Review Committee 7 pm
*Monday, August 17	Planning & Zoning Board 6:30 pm
*Tuesday, August 18	Code Enforcement Board 7 pm
*Wednesday, August 19	Parks & Parkways Advisory Board 6 pm
*Tuesday, August 25	Code Review Committee 7 pm
*Tuesday, September 1	Regular Commission Meeting 7 pm
*Tuesday, September 8	First Public Hearing on FY 2010 Budget 6:30 pm

15. ADJOURNMENT

In accordance with the provisions of F.S. Section 286.0105, should any person seek to appeal any decision made by the Commission with respect to any matter considered at this meeting, such person will need to ensure that a verbatim record of the proceedings is made; which record includes the testimony and evidence upon which the appeal is to be based.

In accordance with the Americans with Disabilities Act of 1990, persons needing special accommodation to participate in the proceedings should call Village Hall at (305) 899-8000 no later than (4) days prior to the proceeding for assistance.

DECORUM

Any person making impertinent or slanderous remarks, or who becomes boisterous while addressing the Commission, shall be barred from further audience before the Commission by the presiding officer, unless permission to continue or again address the commission is granted by the majority vote of the Commission members present. No clapping, applauding, heckling or verbal outbursts in support or in opposition to a speaker or his/her remarks shall be permitted. No signs or placards shall be allowed in the Commission Chambers. Please mute or turn off your cell phone or pager at the start of the meeting. Failure to do so may result in being barred from the meeting. Persons exiting the Chamber shall do so quietly.



Government Finance Officers Association
203 N. LaSalle Street - Suite 2700
Chicago, IL 60601

Phone (312) 977-9700 Fax (312) 977-4806

February 24, 2009

Frank R. Spence
Village Manager
Village of Biscayne Park
640 Northeast 114 Street
Biscayne Park FL 33161

Dear Mr. Spence:

We are pleased to notify you that your comprehensive annual financial report (CAFR) for the fiscal year ended September 30, 2007, qualifies for a Certificate of Achievement for Excellence in Financial Reporting. The Certificate of Achievement is the highest form of recognition in governmental accounting and financial reporting, and its attainment represents a significant accomplishment by a government and its management.

Each entity submitting a report to the Certificate of Achievement review process is provided with a "Summary of Grading" form and a confidential list of comments and suggestions for possible improvements in its financial reporting techniques. Your list has been enclosed. You are strongly encouraged to implement the recommended improvements into the next report and submit it to the program. If it is unclear what must be done to implement a comment or if there appears to be a discrepancy between the comment and the information in the CAFR, please contact the Technical Services Center (312) 977-9700 and ask to speak with a Certificate of Achievement Program in-house reviewer.

Certificate of Achievement program policy requires that written responses to the comments and suggestions for improvement accompany the next fiscal year's submission. Your written responses should provide detail about how you choose to address each item that is contained within this report. These responses will be provided to those Special Review Committee members participating in the review.

When a Certificate of Achievement is awarded to a government, an Award of Financial Reporting Achievement (AFRA) is also presented to the individual(s) or department designated by the government as primarily responsible for its having earned the Certificate. Enclosed is an AFRA for:

Finance Department, Biscayne Park

Your Certificate of Achievement plaque will be shipped to you under separate cover in about eight weeks. We hope that you will arrange for a formal presentation of the Certificate and Award of Financial Reporting Achievement, and that appropriate publicity will be given to this notable achievement. A sample news release has been enclosed. We suggest that you provide copies of it to local newspapers, radio stations and television stations. In addition, details of recent recipients of the Certificate of Achievement and other information about Certificate Program results are available in the "Awards Program" area of our website, www.gfoa.org.

4 A

A current holder of a Certificate of Achievement may include a reproduction of the award in its immediately subsequent CAFR. A camera ready copy of your Certificate is enclosed for that purpose. If you reproduce your Certificate in your next report, please refer to the enclosed instructions. A Certificate of Achievement is valid for a period of one year. To continue to participate in the Certificate of Achievement Program it will be necessary for you to submit your next CAFR to our review process.

In order to expedite your submission we have enclosed a Certificate of Achievement Program application form to facilitate a timely submission of your next report. This form should be completed and sent (postmarked) with three copies of your report, three copies of your application, three copies of your written responses to the program's comments and suggestions for improvement from the prior year, and any other pertinent material with the appropriate fee by March 31, 2009.

Your continued interest in and support of the Certificate of Achievement Program is most appreciated. If we may be of any further assistance, please contact Delores Smith (dsmith@gfoa.org or (312) 578-5454).

Sincerely,
Government Finance Officers Association

A handwritten signature in cursive script that reads "Stephen J. Gauthier". The signature is written in black ink and is positioned above the typed name of the signatory.

Stephen J. Gauthier, Director
Technical Services Center

SJG/ds

Certificate of Achievement for Excellence in Financial Reporting

Presented to

Village of Biscayne Park
Florida

For its Comprehensive Annual
Financial Report
for the Fiscal Year Ended
September 30, 2007

A Certificate of Achievement for Excellence in Financial Reporting is presented by the Government Finance Officers Association of the United States and Canada to government units and public employee retirement systems whose comprehensive annual financial reports (CAFRs) achieve the highest standards in government accounting and financial reporting.

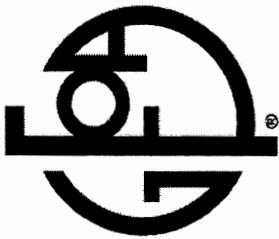


A handwritten signature in black ink, appearing to read "M. L. Post".

President

A handwritten signature in black ink, appearing to read "Jeffrey R. Emmer".

Executive Director



**The Government Finance Officers Association
of the United States and Canada**

presents this

AWARD OF FINANCIAL REPORTING ACHIEVEMENT

to

Finance Department
Village of Biscayne Park, Florida



The award of Financial Reporting Achievement is presented by the Government Finance Officers Association to the individual(s) designated as instrumental in their government unit achieving a Certificate of Achievement for Excellence in Financial Reporting. A Certificate of Achievement is presented to those government units whose annual financial reports are judged to adhere to program standards and represents the highest award in government financial reporting.

Executive Director

Date February 24, 2009



Government Finance Officers Association
203 N. LaSalle Street - Suite 2700
Chicago, IL 60601

Phone (312) 977-9700 Fax (312) 977-4806

02/24/2009

NEWS RELEASE

For Information contact:
Stephen Gauthier (312) 977-9700

(Chicago)--The Certificate of Achievement for Excellence in Financial Reporting has been awarded to **Village of Biscayne Park** by the Government Finance Officers Association of the United States and Canada (GFOA) for its comprehensive annual financial report (CAFR). The Certificate of Achievement is the highest form of recognition in the area of governmental accounting and financial reporting, and its attainment represents a significant accomplishment by a government and its management.

An Award of Financial Reporting Achievement has been awarded to the individual(s), department or agency designated by the government as primarily responsible for preparing the award-winning CAFR. This has been presented to:

Finance Department, Biscayne Park

The CAFR has been judged by an impartial panel to meet the high standards of the program including demonstrating a constructive "spirit of full disclosure" to clearly communicate its financial story and motivate potential users and user groups to read the CAFR.

The GFOA is a nonprofit professional association serving approximately 17,500 government finance professionals with offices in Chicago, IL, and Washington, D.C.


















Commissioner Sally A. Heyman



sponsors



Electronic Waste Collection Event

Items will be disposed of properly. Any working items will be donated

Sunday, August 30, 2009
1:00 – 4:00pm

Haulover Park (next to marina)
10800 Collins Avenue



What can residents bring?

- ✓ Computers, monitors, keyboards, mice
- ✓ Terminals, printers, modems
- ✓ Cell phones
- ✓ Batteries
- ✓ Televisions
- ✓ Copiers

Do not bring:

- X Desks/Furniture
- X Stereos/Speakers
- X Pool chemicals
- X Appliances
- X Trash/Debris
- X Oil-based paints
- X Pesticides/Solvents



Questions? Call Commissioner Heyman's office at (305) 787-5999.

4B



Village of Biscayne Park

MINUTES

REGULAR MEETING

Ed Burke Recreation Center – 11400 NE 9th Court
Tuesday, July 7, 2009, 7:00 pm

Mayor Hornbuckle called the meeting to order at 7:05 p.m. In addition to Mayor Hornbuckle, present were Vice-Mayor Bob Anderson and Commissioners Steve Bernard, Kelly Mallette, and Chester "Doc" Morris. Present from Staff were Frank Spence, Village Manager; Scott Alexander, Acting Village Attorney; Mitchell Glansberg, Police Chief; Bernard Pratt, Public Works Director; Holly Hugdahl, Acting Finance Director, and Ann Harper, Village Clerk.

Commissioner Morris led the Pledge of Allegiance followed by a moment of silence.

3. ORDER OF BUSINESS - ADDITIONS, DEFERRALS, OR DELETIONS TO AGENDA

Mr. Spence added Item 11G, Authorization to use Forfeiture Funds.

4. PRESENTATIONS

A. Presentation by Commissioner Kelly Mallette, on behalf of Miami-Dade County Mayor Carlos Alvarez, presenting to the Village a Full-size Defibrillator to be located in the Recreation Center

Commissioner Mallette noted that the Defibrillator was displayed on a table in the room and said the American Heart Association donated these units to the County. Carlos Alvarez, Miami-Dade County Mayor, asked Commissioner Mallette to present the unit to the Village. Staff should be trained in the use of this safety device. Chief Cole, Miami-Dade Fire-Rescue, said he is a former trainer in the use of defibrillators and would be glad to instruct staff and residents on using this device.

5. PUBLIC COMMENTS RELATED TO AGENDA ITEMS – no speakers

6. CONSENT AGENDA (Motion to be made for all as one or remove for discussion) Tab #6

- #### **A. Approval of Minutes – (1) Regular Meeting June 2, 2009 (2) 2nd Preliminary Budget Workshop June 10, 2009 (3) Special Meeting June 22, 2009 (4) 3rd Preliminary Budget Workshop June 22, 2009**

Commissioner Anderson said numerous items need to be discussed and the subject of minutes should be addressed during a special meeting. The minutes were removed from the agenda.

7. PUBLIC HEARINGS

- A. SECOND READING OF ORDINANCES - None**
- B. VARIANCES - None**

8. ORDINANCES – FIRST READING – None

9. RESOLUTIONS – TAB #9

A. DISCUSSION AND SELECTION OF PROJECT(S) TO BE REQUESTED.

- 1. Recommendations of the Parks & Parkways Advisory Board and the Recreation Advisory Board.**

B. RESOLUTION 2009-12

A RESOLUTION OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA, AUTHORIZING APPLICATION FOR GRANT FROM THE SAFE NEIGHBORHOOD PARKS BOND PROGRAM; AUTHORIZING THE VILLAGE CLERK TO TRANSMIT THIS RESOLUTION TO THE APPROPRIATE OFFICIALS; PROVIDING FOR AN EFFECTIVE DATE

Commissioner Mallette removed herself from discussing this agenda item because she is a member of the County Committee which will be voting on the applications for the grant. She left the meeting room and returned after the discussion was complete and the vote was taken.

Mr. Spence said the grant is awarded on a fifty-fifty basis. The Recreation Advisory Board met last night, and their first priority is to refurbish the interior of the Recreation Center. Attorney Hearn prepared the resolution so the projects, when selected, can be added. The project must have a twenty-five year life.

Commissioner Anderson said no estimate has been given for the cost of interior improvements. Mr. Spence said an estimate will be obtained if that project is selected. The Village could manage a \$50,000 match.

Commissioner Bernard said for the shade structure projects, as selected by the Recreation Advisory Board, the poles and concrete structures would last 25 years, and the canvas portion could be replaced. He suggested making a "laundry list" by priority.

After discussion, the following projects were selected:

- 1. Rehab Recreation Dept. Restrooms & Concession Area
- 2. Shade Structure over Tot Lot Playground
- 3. Replace 6 large shade trees destroyed by Hurricane Wilma @ \$2,500 each
- 4. ADA Sidewalk to link new Pavilion to public areas
- 5. Replace leaking Recreation Center Roof

Mayor Hornbuckle read the title of the Resolution

Motion was made by Commissioner Anderson, seconded by Commissioner Morris, to approve the Resolution. The motion passed by voice vote 4/0. Commissioner Mallette was outside of the room and did not vote on the motion.

Mrs. Hugdahl said that under new FEMA regulations, cities are obtaining three different contractors. The Village already has a contract with Grubbs, but we now need contracts for disposal monitoring and also Management. The Management contractors provide FEMA with the necessary reports. All three contracts are reimbursable by FEMA at 87%.

Motion was made by Commissioner Morris, seconded by Commissioner Mallette, to approve entering into contract with Emergency Debris Disposal Monitoring Services as outlined. The motion carried by voice vote, 5/0.

F. Award of contract to SOLID RESOURCES, INC., to provide EMERGENCY RESPONSE & RECOVERY SERVICES, utilizing the Village of Miami Shores FRP and award, subject to the Village Attorney's final approval.

Motion was made by Commissioner Morris, seconded by Commissioner Mallette, to approve entering into contract with Solid Resources, Inc., for Emergency Response & Recovery Services as outlined. The motion carried by voice vote, 5/0.

G. Request use of Forfeiture Funds (added earlier in meeting)

Mr. Spence said that this is an appropriate expenditure of Forfeiture Funds, but it requires Commission approval.

Commissioner Anderson asked whether or not there was enough in the Forfeiture Funds to pay more for the classes so the Chief would not have to use his own funds. Chief Glansberg said additional funds were available.

Motion was made by Commissioner Anderson, seconded by Commissioner Morris, to authorize a total of \$2,795 payable for the Chief to travel and attend the Certified Fraud Examiners Exam Review Course from September 28 – October 1, 2009, in National Harbor, Maryland. The motion carried by voice vote, 5/0.

12. GOOD AND WELFARE (PUBLIC)

Barbara Kuhl said that during the budget workshops the Commission should set up funds to cover taking care of vacant properties. Either Public Works or an outside contractor should perform the work and then bill the owners. Mr. Spence said if there is a safety or a health hazard, the Village takes care of the problem and bills the mortgage holder.

13. REPORTS

A. Committee Reports

- 1. Parks & Parkways Advisory Board – Dan Keys, Chairman – no report**
- 2. Recreation Advisory Board – Roxanna Ross, Chairman – no report**

B. Village Attorney Comments – no comments

C. Village Manager Comments

- 1. Report from Police Chief Glansberg –** Chief Glansberg said that the Village won the State "Click It or Ticket" award for small cities for the number of tickets written.

2. Updates on various projects

Mr. Spence read his prepared statement of resignation, which is attached to these minutes. His resignation will take place in ninety days as required by contract, with the effective date of October 2, 2009.

D. Commission Comments

1. **Commissioner Anderson** spoke about people who walk their dogs on the sidewalks and he recommended that more stations be installed throughout the Village.
2. **Commissioner Bernard** spoke about art being required for new public buildings and suggested a contest for the art in the new Public Works Building; he also asked for June financial figures in "raw" data.
3. **Commissioner Mallette** – no comments
4. **Commissioner Morris** asked Mr. Spence to contact companies who contract with municipalities to supply a management team.
5. **Mayor Hornbuckle** – no comments

14. ANNOUNCEMENTS - All public meetings are held at the Ed Burke Recreation Center 11400 NE 9th Court

*Wednesday, July 8
*Thursday, July 9
*Saturday, July 11

*Tuesday, July 14
*Monday, July 20
*Tuesday, July 21
*Monday, July 27
*Monday, August 3
*Tuesday, August 4

Parks & Parkways Advisory Board 6 pm
4th Preliminary Budget Workshop 6:30 pm
Workshop 9 – 12 noon – Sidewalk installation
from Recreation Center to Village Hall to NE 6 Ave.
Code Review Committee 7 pm
Planning & Zoning Board 6:30 pm
Code Enforcement Board 7 pm
Code Review Committee 7 pm
Planning & Zoning Board 6:30 pm
Regular Commission Meeting 7 pm

15. ADJOURNMENT

There being no further business to come before the Commission, the meeting was adjourned at 8:60 p.m.

Commission approved _____ August 4, 2009 _____

Attest:

John Hornbuckle, Mayor

Ann Harper, Village Clerk

Village of Biscayne Park

MINUTES

SPECIAL COMMISSION MEETING

Ed Burke Recreation Center – 11400 NE 9th Court

Thursday, July 9, 2009, 6:30 p.m.

1. CALL TO ORDER and ROLL CALL

Mayor Hornbuckle called the meeting to order at 6:40 p.m. In addition to Mayor Hornbuckle, the following were present: Commissioners Bob Anderson, Steve Bernard, and Chester "Doc" Morris. Vice-Mayor Kelly Mallette was not present. Present from Staff were Police Chief Mitchell Glansberg; Holly Hugdahl, Acting Finance Director; Frank Spence, Village Manager, and Ann Harper, Village Clerk.

2. DISCUSSION OF PROCEDURES FOR SELECTION OF NEXT VILLAGE MANAGER

Mayor Hornbuckle said that Mr. Spence will be leaving us in ninety days, following his resignation at the Commission meeting on July 7. He asked the Commissioners for their comments.

Commissioner Anderson asked Mr. Spence to write two Requests for Proposal (RFP), one for an in-house manager and to also one for a company which would supply managerial services.

Commissioner Morris commented that at the last Commission meeting he suggested consideration of having a contractual managerial company provide personnel for the Village positions. This would keep the costs down by eliminating the cost of benefits. He said he has also been approached by Miami Shores about being annexed.

Commissioner Bernard said that companies handle searches. Many cities have selection committees, and we ought to involve the community. October is close to the December election, and a new Commission perhaps should select the new manager. An interim manager could serve until the December 1st election.

Commissioner Morris said the cost of a company to conduct a search would be approximately \$25,000.

Mayor Hornbuckle said we should search for someone who could do a dual function as Manager and Finance Director, and it is the responsibility of the Commission to select the Manager.

Commissioner Anderson said as of October 1st there will be no one to do payroll and the accounting functions, and someone is needed well before October 1st.

Mr. Spence said the Finance Clerk will stay in October for the closing of the books and payouts.

Mr. Spence said he will have the RFP's for Commission review at the next Commission meeting.

There being no further business to come before the Commission, the meeting was adjourned at 7:05 p.m.

To be followed by 4th Preliminary Budget Workshop

Commission approved ___August 4, 2009_____

Attest:

John Hornbuckle, Mayor

Ann Harper, Village Clerk



Village of Biscayne Park

640 NE 114th Street
Biscayne Park, FL 33161
(305) 899-8000

MINUTES

4th PRELIMINARY BUDGET WORKSHOP

Ed Burke Recreation Center – 11400 NE 9th Court
Thursday, July 9, 2009 – 7 pm

IMMEDIATELY FOLLOWING SPECIAL MEETING WHICH BEGAN AT 6:30 PM

1. CALL TO ORDER and ROLL CALL

Mayor Hornbuckle called the 4th Preliminary Budget Workshop to order at 7:10 p.m. In addition to Mayor Hornbuckle, the following were present: Commissioners Bob Anderson, Steve Bernard, and Chester "Doc" Morris. Vice-Mayor Kelly Mallette arrived at 7:30 p.m. Present from Staff were: Police Chief Mitchell Glansberg; Holly Hugdahl, Acting Finance Director; Frank Spence, Village Manager; and Ann Harper, Village Clerk.

2. DISCUSSION OF PROPOSED FISCAL YEAR 2009-2010 BUDGET

A. Finance Department (Dept. 513)

Mrs. Hugdahl noted the following line items:

- Acct. 3201 – The Auditors reduced their fee from \$35,500 to \$25,500
 - Acct. 3401 – This figure reflects 15 hours per week for Acting Finance Director at \$75/hour and 15 hours a week for the contractual Clerk at \$35/hour
 - Acct. 3402 – The cost of HTE has increased only 5% because we have had the service for such a long period of time. All of these records are stored in Atlanta, and are backed up every night. Other cities pay much more than the Village does for these services
- Change Total Dept. Budget for RY 09-10 FROM \$135,105 TO \$130,105
Commissioner Anderson asked Mrs. Hugdahl to prepare a list of what she does.

3. Presentation by Jeffrey Garcia, Balsera Communications (requested by Mayor Hornbuckle)

Mayor Hornbuckle noted that Jeffrey Garcia of Balsera Communications arrived at the meeting and asked him to make his presentation. Mr. Garcia said that since the Village does not have a legislative representative, he would like the opportunity for his firm to represent the Village. Mr.

Garcia distributed a proposal and said his firm has done well in the private sector and feels they will be successful in municipal work. Mayor Hornbuckle thanked Mr. Garcia.

B. CITT Fund

Mr. Spence said that \$36,000 of the \$156,140 budget is paid to North Miami for operating the NOMI (**spell out name of bus**) bus service.

Mrs. Hugdahl said a recent ruling has been made that cities can use the CITT funds for landscaping projects in conjunction with road-related projects. Therefore, Staff is proposing to use CITT funds as the matching requirement for the NE 6th Avenue beautification project. Because of using the CITT funds to match the County funds, it is not necessary to use the Road Fund for matching.

Commissioner Mallette asked whether or not there are any funds that can be used for lighting. Mrs. Hugdahl said there is \$14,000 in the Road Fund which could be used for lighting or for trees. The funds are available because of a \$10,000 reduction in funds needed for matching the Forestry Grant.

C. Forfeiture Account

Mrs. Hugdahl commented that any funds spent from this account require Commission approval, and Crime Watch expenses are included in this account.

Commissioner Bernard said that if more Forfeiture funds are received, part of the funds should be used for the Police storage area in the new Public Works building.

D. Capital Projects

Mr. Spence said these funds represent matches for grants, and the Village is required to have a five-year plan. He reviewed the projects, and the matching funds for the Safe Neighborhood Projects will be increased from \$25,000 to \$50,000.

Commissioner Mallette requested that the pages be revised to show the amounts to be paid by the Village and the amount to be paid by the grants.

E. Stormwater

Commissioner Bernard asked that the Stormwater master plan drawing be placed on the website.

F. Revenues

Mrs. Hugdahl corrected account #315.10.01, Communications Service Tax, from \$165,000 to \$149,322. The following changes were also made: Total fines & Forfeitures - \$81,896
Total revenue FY 08-09 estimated \$2,452,062

Commissioner Mallette asked the amount of money which the Village should have in the Reserve Account. Mrs. Hugdahl said the recommended amount is 15% of the operating budget. The Village now has approximately 8.5%, but the cost of the last hurricane was over one million dollars. The usual recommendation for smaller cities is higher than for larger cities, and 15% is a minimum.

Mayor Hornbuckle invited residents to speak.

Chuck Ross commented that the revenue figures are conservative. Mrs. Hugdahl said most of the figures are furnished by the State. Mr. Ross said the millage rate may have to be raised in order not to cut services.

Barbara Kuhl said we have a stable neighborhood because we have good services. If these services are not continued, the neighborhood will not remain the same.

Discussion was held concerning the pathways project which will be the subject of the workshop on Saturday, July 11th beginning at 9 a.m.

There being no further business to come before the Commission, the meeting was adjourned at 8:50 p.m.

Commission approved ___August 4, 2009__

Attest:

John Hornbuckle, Mayor

Ann Harper, Village Clerk

Village of Biscayne Park

MINUTES

SPECIAL COMMISSION MEETING

Ed Burke Recreation Center – 11400 NE 9th Court
Thursday, July 16, 2009, 6:30 p.m.

1. CALL TO ORDER and ROLL CALL

Mayor Hornbuckle called the meeting to order at 6:40 p.m. In addition to Mayor Hornbuckle, the following were present: Commissioners Steve Bernard, Kelly Mallette, and Chester "Doc" Morris, and Vice-Mayor Bob Anderson. Present from Staff were Holly Hugdahl, Acting Finance Director; Frank Spence, Village Manager, and Ann Harper, Village Clerk.

Mayor Hornbuckle said there will be three meetings tonight: Special Commission Meeting, Foundation meeting, and the fifth preliminary Budget Workshop.

2. Final Selection of Project for Application with MTA Transit Stimulus Funds

Mr. Spence said that late this afternoon he received an email from Lynne Fain at MDT (Miami-Dade Transit) which outlined recommendations and additional requirements for the projects. Mr. Spence read the letter, which is attached to these minutes.

Mayor Hornbuckle commented that the requirements make it sound like it would be impossible to do this project.

Commissioner Bernard asked about the November 9 submission date.

Mr. Spence said that if we don't meet the Monday deadline, the project could be included in the addendum to be filed in November.

Commissioner Mallette said the information she has gathered is that many people felt this is not a great project. She has concerns about taking money from a "transit fund" when we don't have "transit" in the Village. She recommended that the Manager get more information about the November 9 submission and get recommendations from the Parks & Parkways Advisory Board. Vice-Mayor Anderson agreed with Commissioner Mallette.

Commissioner Morris asked whether or not we could come up with answers to the questions by Monday and if not, what would be wrong with waiting until November.

In response to Commissioner Anderson's question, Mr. Spence said this project is on a reimbursable basis. The Village would have to expend \$33,000 and then request reimbursement. Reports are submitted after the fact, usually on a quarterly basis. These are Federal Funds, and requirements include drawing up specifications, going out for bids, and hiring minority contractors. Commissioner Anderson said that the cost of doing this business is the responsibility of the Village.

Motion was made by Commissioner Mallette, seconded by Vice-Mayor Anderson, to withdraw from this project and get more information and ask the Parks & Parkways Board to get public input on

what would be appropriate. The motion failed by voice vote 2/3, with Commissioners Bernard and Morris and Mayor Hornbuckle voting no.

Motion was made by Commissioner Morris, seconded by Commissioner Bernard, to approve the current concept and to develop a document with the assistance of Bryan Cooper to respond to the questions raised and to submit the information by Monday, July 20. The motion carried by voice vote 3/2 with Commissioner Mallette and Vice-Mayor Anderson voting no.

Mr. Spence said he would be delivering the Safe Neighborhood Grant Application on Monday and also delivering the MDT application.

Motion was made by Commissioner Bernard, seconded by Commissioner Morris, that an ad hoc "Parkways" committee be formed.

Dan Keys asked why the Commission would need an ad hoc committee when the Parks & Parkways Advisory Board has already been established.

Mayor Hornbuckle called for a vote on the motion, which carried 4/1 with Commissioner Mallette voting no.

Commissioner Morris suggested using the Parks & Parkways Advisory Board membership.

Mayor Hornbuckle said all Parkways Board members would be members of the ad hoc committee, and each Commissioner would have one additional appointment.

Mayor Hornbuckle recessed the meeting at 7:15 p.m.

SPECIAL COMMISSION MEETING TO BE RECONVENED AT 8 PM OR IMMEDIATELY AFTER BUDGET WORKSHOP

The meeting was reconvened at 8:30 p.m.

3. Discussion of establishing the Tentative Maximum Tax Levy for Fiscal Year 2009-2010 permitted under FS 200.185 as created by Chapter 2007-321, L.O.F., to be Submitted to the County Property Appraiser and to the Department of Revenue.

RESOLUTION NO. 2009-13

A RESOLUTION OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA; ESTABLISHING A TENTATIVE MILLAGE RATE OF _____ FOR FISCAL YEAR 2009-2010; ESTABLISHING THE CURRENT YEAR ROLLED-BACK RATE TO BE _____ AND ESTABLISHING THE FIRST AND THE SECOND PUBLIC BUDGET HEARINGS AS REQUIRED BY LAW; DIRECTING THE VILLAGE CLERK AND ACTING FINANCE DIRECTOR TO FILE SAID RESOLUTION WITH THE PROPERTY APPRAISER OF MIAMI-DADE COUNTY PURSUANT TO THE REQUIREMENTS OF FLORIDA STATUTES AND THE RULES AND REGULATIONS OF THE DEPARTMENT OF REVENUE OF THE STATE OF FLORIDA; ESTABLISHING THE TIME AND LOCATION OF

THE FIRST AND SECOND PUBLIC HEARINGS; PROVIDING FOR AN
EFFECTIVE DATE

Mr. Spence read the title of Resolution 2009-13.

Motion was made by Commissioner Morris, seconded by Vice-Mayor Anderson, to keep the current millage (8.8903 mils per \$1,000).

Commissioner Bernard said he is concerned about having the trees in the Village trimmed in preparation for hurricanes, and he thinks the tentative millage should be higher than the current rate.

Mayor Hornbuckle called for a vote on the Resolution to establish the tentative millage rate as the same as the current rate. The motion carried by roll-call vote, as follows:

AYES: Commissioners Bernard, Mallette, and Morris; Vice-Mayor Anderson,
Mayor Hornbuckle.

NAYS: None.

There being no further business, the meeting adjourned at 8:35 p.m.

Commission approved ___August 4, 2009_____

Attest:

John Hornbuckle, Mayor

Ann Harper, Village Clerk



Village of Biscayne Park

640 NE 114th Street
Biscayne Park, FL 33161
(305) 899-8000

MINUTES

5th PRELIMINARY BUDGET WORKSHOP

Ed Burke Recreation Center – 11400 NE 9th Court
Thursday, July 16, 2009 – 7 pm

IMMEDIATELY FOLLOWING FOUNDATION MEETING WHICH BEGAN AT 6:45 PM

1. CALL TO ORDER and ROLL CALL

Mayor Hornbuckle called the 5th Preliminary Budget Workshop to order at 7:35 p.m. In addition to Mayor Hornbuckle, the following were present: Commissioners Steve Bernard, Kelly Mallette, and Chester "Doc" Morris, and Vice-Mayor Bob Anderson. Present from Staff were: Holly Hugdahl, Acting Finance Director; Frank Spence, Village Manager; and Ann Harper, Village Clerk.

2. DISCUSSION OF PROPOSED FISCAL YEAR 2009-2010 BUDGET

Mr. Spence said we have come to the Commission with a balanced budget with no increase in millage. He recommended the Commission review everything tonight and determine a tentative millage rate, which must be submitted to the Property Appraiser before August 4th. Nothing will be final until the second Public Hearing on the budget.

Mayor Hornbuckle said after this workshop, the Special Meeting will reconvene.

Mr. Spence said the budget figures have been revisited and corrections have been made to errors. In order to keep the same millage rate, expenses have been cut. State revenues have also decreased. The first page shows that \$50,000 from the Sanitation Fund will be used to pay the matching funds needed for the Safe Neighborhood Grant, if the Village receives approval of the grant. Administration will continue to look at contracting out the management and finance functions, as well as making reductions of expenditures. Tonight the Commission must set the tentative millage rate.

Commissioner Anderson commented that revenue from building permits is estimated to be lower. Mr. Spence said the estimate is based upon the current amount being paid to the building inspectors.

Commissioner Anderson asked about the increase in regular salaries, and Mrs. Hugdahl said it is based upon thirty hours each week for the Clerk.

In response to Commissioner Bernard's questions regarding the cost of health insurance, Mr. Spence said that employees (all except Public Works) pay \$10 per week towards the cost of health insurance, and that amount will increase to \$15 per week beginning October 1st.

Commissioner Bernard asked about income from the cable companies, and Mrs. Hugdahl referred him to myflorida.com to see the amounts paid to municipalities.

Commissioner Bernard commented on the use of Sanitation Funds to support the General Fund, and Mr. Spence said it is a justifiable transfer of funds.

Commissioner Bernard commented on the cost of HTE programs and asked what would happen if we no longer subscribe to the service. Mrs. Hugdahl explained the advantages of keeping the system.

Commissioner Bernard commented that funds are not included in the budget for tree trimming, and perhaps the tentative millage should be set higher than the current rate in case additional funds are added to the budget.

After further discussion, the Commission agreed to set the tentative millage rate at the current rate of 8.8903.

3. ADJOURNMENT

There being no further business to come before the Commission, the meeting was adjourned at 8:30 p.m.

Commission approved ___August 4, 2009___

Attest:

John Hornbuckle, Mayor

Ann Harper, Village Clerk



copy of agenda

Florida Department of Transportation

CHARLIE CRIST
GOVERNOR

1000 NW 111 Avenue
Miami, Florida 33172

STEPHANIE C. KOPELLOUSOS
SECRETARY

July 14, 2009

Mr. Frank Spence, Manager
Village of Biscayne Park
640 N.E. 114th Street
Biscayne Park, Florida 33161

RE: Landscape Maintenance Joint Project Agreement
Contract No.: AP 797
Financial No.: 25237217801

Subject: RENEWAL# 1

Dear Mr. Spence:

The Agreement referenced above will expire on October 13th, 2009. The Department wishes to renew this agreement for a period of one year starting on October 14th, 2009 and ending on October 13th, 2010. If the Village agrees on this renewal, enclosed are four (4) new contract renewal documents to execute. Please leave the date blank on the first page and return the executed documents back to the Department before **September 2, 2009**.

Should you have any questions concerning this agreement, please contact me at telephone number (305) 470-5426

Sincerely,

Shany Ianotti
Assistant Project Manager

*Rec'd
7/16/09
MS*

cc: Guy Gladson, Kenneth Robertson, Khaled Al-Said, Hernan Villar, file.

6 C

CONTRACT RENEWAL

Contract No.: AP 797 Renewal: (1st, 2nd, etc.) 1st

Financial Project No(s): 25237217801

County(ies): MIAMI-DADE

This Agreement made and entered into this _____ day of _____, by and between the State of Florida Department of Transportation, hereinafter called "Department", and VILLAGE OF BISCAYNE PARK hereinafter called "Contractor".

WITNESSETH:

WHEREAS, the Department and the Contractor heretofore on this 14th day of OCTOBER, 2008 entered into an Agreement whereby the Department retained the Contractor to perform Maintenance of all landscaped and/or turfed areas within the Department's right-of-way, having the limits described by Attachment "A" in the original contract.

WHEREAS, said Agreement has a renewal option which provides for a renewal if mutually agreed to by both parties and subject to the same terms and conditions of the original Agreement;

NOW, THEREFORE, this Agreement witnesseth that for and in consideration of the mutual benefits to flow each to the other, the parties agree to a renewal of said original Agreement for a period beginning the 14th day of October, 2009 and ending the 13th day of October, 2010 at a cost of \$ 3,980.00

All terms and conditions of said original Agreement shall remain in force and effect for this renewal.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized officers on the day, month, and year set forth above.

VILLAGE OF BISCAYNE PARK
Name of Contractor

Contractor Name and Title

BY: _____
Authorized Signature

Name of Surety (SEAL)

City State

By: _____
Florida Licensed Insurance Agent or Date
Attorney-In-Fact (Signature)

Countersigned: _____
Florida Licensed Insurance Agent Date

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

BY: _____
District Secretary or Designee (Signature)

Title: _____

Legal: _____

Fiscal: _____
Approval as to Availability of Funds

VILLAGE OF BISCAYNE PARK
PATHWAYS AD HOC COMMITTEE
MEMBERSHIP

Name (Chairman)
Street address
Home phone
Cell
Email
Appt. by Comm.

Name (vice-chairman)
Street address
Phone
Email

Karen Cohen
11323 NE 8th Avenue
305-981-1067
bux16@hotmail.com
Comm. Anderson appt 7/16/09

Chuck Ross
11166 Griffing Blvd.
305-710-0620
(email address)
Comm. Morris appt 7/30/09

Established at Commission Meeting July 16, 2009
All members of Parks & Parkways Board are on this Committee
Organizational meeting _____
Meets _____ and _____ 7 pm in Recreation Center



VILLAGE OF BISCAYNE PARK

**Office of the Village Manager
Frank R. Spence**

MEMORANDUM

**TO: Mayor Hornbuckle and
Commission Members**

**FROM: Frank R. Spence
Village Manager**

DATE: July 30, 2009

SUBJECT: CHANGE PHONE CARRIER FROM ATT TO NUVOXX

In an effort to reduce phone costs I asked NUVOXX, upon the recommendation of our IT Consultant Toni Withers, to do a cost analysis of our various phone bills and give us a proposal that would provide the same or better service at a lower price. Their proposal is attached. We are currently paying AT&T \$1,922.75 a month before taxes, for phone service to the Village's three buildings and four departments. NUVOXX will provide similar service for \$1,023.00 a month, before taxes. That is a savings of \$897.65 a month, or \$10,771.80 a year.

Because of existing contracts with AT&T that we cannot get out of at this time, NUVOXX would only be taking over carrier service for the Village Hall and Police Department and not the Recreation Center of the Public Works Building. Savings in these two departments would still come about by reducing the number of phone lines down to one.

I recommend that the Commission approve this change in carriers subject to the Village Attorney reviewing and approving their proposed contract or writing an alternative version.

Cost Analysis For Village of Biscayne Park:

Currently with at&t you are being billed for:

Village Hall: \$1,239.85. before taxes. 8 lines, unlimited domestic long distance, data T1, webhosting.

I discovered that your fax number has its own separate account with a DSL billing \$ 124.95. I added that dollar amount to the total from the first bill review.

Police Dept: \$207.00 before taxes. 3 lines, unlimited domestic long distance,

Rec. Dept: \$252.85 before taxes. 4 lines, DSL 3M

Public Works: \$172.80 before taxes. 2lines, unlimited long distance, toll free number, DSL 3M

Grand Total: \$1,922.75 before taxes.

NUVOX is prepared to offer:

Village Hall & Police Dept:

- 3.0Mbps bonded Dynamic T1
- 10 voice lines and 1 dedicated fax line.
- Free local calling from Sebastian, FL to Key West, FL plus 2000 Rollover domestic long distance minutes.
- Web hosting 80Mb with 6GB transfer space, 20 emails with spam filter and virus protection
- Free installation (\$2000.00 savings)

Total: \$ 855.00 monthly before taxes

Recreational Dept: Complete Choice Contract which states your company is to have at least (1) one business line. From our meeting yesterday Frank informed me that Village of Biscayne Park only needs 1 line with its DSL. I will help reduce the services on that account.

- 1 voice line with no long distance and free international block.
- DSL 3M

Total: \$83.95 monthly before taxes

Public Works: Exclusively 40 Contract which states your company must have at least (1) phone line, qualified long distance plan, and DSL. From our meeting yesterday Frank informed me that Village of Biscayne Park only needs 1 line with its DSL. I will help reduce the services on that account.

- 1 voice line with no long distance and free international block.
- DSL 3M

Total: \$86.15 monthly before taxes.

City Hall: no contract, after discussing with Frank and Police Chief it was decided that there is no need for that line. By cancelling the line your company will save \$50.25 monthly. However if for some reason the City Hall requires the activation of a line, Nuvox can provide you with a basic line for only \$28.00 monthly.

New Grand Total:

\$ 1,025.00 monthly before taxes.

Village of Biscayne Park will save \$897.65 monthly, \$10,771.80 yearly on their telecommunication services.

With Nuvox we will be able to consolidate your services, helping reduce costs and provide you with superior service. My goal is to help your company with it's bottom line Return on Investment (ROI).

The only change of provider will be with the Village Hall and Police Department. As your consultant I will be more than delighted to speak with your accounting department so we could conference call at&t to make the following changes listed above to the Recreational Dept and Public Works Dept.

- Below is a tentative breakdown of what services are included with our dynamic T1.



New Dynamic Bonded Dedicated T-1 = 11 lines & 3.0Mbps
Dedicated High Speed Internet Access on 2 yr term

- 10 voice lines with all features, and 1 dedicated fax /credit card line on a Dynamic T-1
- 32K per call. So even if all voice lines are in simultaneous use you still have 2.7Mbps download/upload speeds.
- **Web Portal (Ability to forward lines wherever, whenever, without POWER and have them ring simultaneously in the office, cell, & home)** Web Portal – This solution allows business customers to forward calls to up to three alternate numbers at the click of a mouse from a password protected Web Portal, which can be accessed remotely if you cannot get to your business location. You can also access contact information and view missed calls, dialed and received calls, and call time duration on all phone lines from anywhere you have Internet access
- **Unlimited FREE IntraLata (Sebastian, FL to Key West) CALLS. and FREE CALLS to All Nuvox Customers located anywhere in our 16 State Footprint**
- **2,000 ROLLOVER Inbound (Toll Free) & Outbound Domestic Long Distance.**
- **(2) FREE (800) Toll Free Numbers**
- **(10) FREE Directory assistance calls**
- **Full 3.0Mbps Up and Down Dedicated Internet Access**
- **80Mb Web Hosting space with 6GB transfer Space**
- **20 Emails with Spam filters and antivirus protection**
- **Free Voice Mail with 5 standard boxes**
- **Managed Cisco router included. Cisco 2400 series**
- **Installation included (\$2000.00 savings)**
- **Nuvox 180 day satisfaction guarantee**

\$855.00 monthly



Customer Information

Customer Name	THE VILLAGE OF BISCAYNE PARK	EAN	4079534
Install Street Address	640 NE 114TH ST	City, State, Zip	BISCAYNE PARK, Florida , 33161-0000
Main Telephone Number	(305)899-8000	Market	MIAMI
Contact Name	Frank Spence	Proposal ID	1257779
Account Representative	Jeanette Gordon	Proposal Type	New
Dealer Name		Term	2 Years

VoxIP Services	Total Qty	Price/Unit	Total Price	Adjusted Price
Business Line	11	--	--	--
VoxInternet Bandwidth	3 Mb	--	--	--
Total VoxIP Services			\$1,191.78	\$760.10

VoxIP Features	Included	Total Qty	Price/Unit	Total Price	Adjusted Price
VoxIP Feature Package					
Nupack	--	1		\$50.00	\$50.00
VoxVoice Local Features					
Directory Assistance	10	10		\$0.00	\$0.00
Call Forward Busy/Don't Answer	10	10		\$0.00	\$0.00
Caller ID	11	11		\$0.00	\$0.00
Hunting	9	9		\$0.00	\$0.00
VoiceMail Standard	1	1		\$0.00	\$0.00
Directory Listing	1	10		\$18.00	\$0.00
VoxVoice Long Distance Features					
800 Number	2	2		\$0.00	\$0.00
Long Distance Packages	1000	2000		\$31.00	\$31.00
Long Distance -	--	YES		\$0.053	\$0.053
Long Distance (International) - Standard Rates apply					
VoxInternet Web Features					
Domains Serviced	1	1		\$0.00	\$0.00
Email	20	20		\$0.00	\$0.00
WebHosting	1	1		\$0.00	\$0.00
VoxInternet Data Features					
Data Equipment Maintenance	--	1		\$10.95	\$10.95
Static IP Address	--	1		\$2.95	\$2.95
Total VoxIP Features					\$94.90
Total Estimated Long Distance					\$0.00

Authorized Customer Initial _____



Other Charges	Total Price	Adjusted Price
Installation Charges	\$2,000.00	\$0.00
Total Other Charges		\$0.00

Total VoIP Solution	Total Price	Adjusted Price
Total Monthly Recurring Charges		\$855.00
Total Non-Recurring Charges		\$0.00

In the event Customer makes changes to its services during the initial term of agreement, Customer is responsible for maintaining a Minimum Monthly Commitment of 85% of the Total Monthly Recurring Charges.

Minimum Monthly Commitment \$726.75

Service Information

This proposal and all NuVox Services shall be governed by the terms and conditions of the Customer Service Agreement ("CSA") entered between the parties. Please ask your sales representative for a copy of NuVox's standard CSA to review the additional terms applicable to NuVox's Services.

Customer must subscribe to a minimum of one voice service (channel or call path) to qualify for LD Bucket Minutes. LD Buckets are not available on Net PLUS lines. LD Bucket minute rates vary based on term commitment. Interstate, Intrastate and 800 inbound usage will apply to LD Bucket Minutes. Any domestic usage above LD Bucket subscription amount and any Connect U and International will be billed at the rate per minute published in NuVox's currently-posted Terms and Condition/Price List(s). Unused Bucket minutes are subject to expiration at the end of the period specified in NuVox's currently-posted Terms and Condition/Price List(s).

Authorized NuVox Representative Name _____
 Authorized NuVox Representative Signature _____ Date _____
 Authorized Customer Name _____
 Authorized Customer Signature _____ Date _____





CUSTOMER SERVICE AGREEMENT

x New Customer

Customer Name: THE VILLAGE OF BISCAYNE PARK

Address for service: 640 NE 114TH ST

Existing Customer

City: BISCAYNE PARK

State: FL

Zip: 331610000

Services to be provided at above location unless different address indicated on Proposal(s) attached hereto. If CSA covers services at multiple locations, Proposal for each location must be attached.

This Customer Service Agreement ("CSA") is made by and between NuVox Communications, Inc., a Delaware corporation, and its affiliates having its principal place of business at 2 North Main St., Greenville, South Carolina 29601 and the customer ("Customer"):

1. Services to be Provided: Proposal(s). NuVox agrees to provide and Customer agrees to purchase the Services and equipment ("Services") described on the Proposal(s) or set forth in NuVox's Terms and Conditions or Tariffs, each incorporated by reference. The Proposal(s) expire thirty (30) days from their creation date except that such Proposal(s) shall be extended if signed by NuVox after their expiration date(s). The Proposal(s) may not include certain taxes, surcharges, assessments, and/or fees that are based on NuVox's Tariffs, price lists and/or other federal, state and local taxes, fees, assessments, and surcharges imposed by NuVox or any governmental authority (collectively, "Fees"). Customer shall pay all such Fees unless Customer signs a tax exemption certificate proving that it is exempt from same within thirty (30) days of execution of this CSA. NuVox's commitment to provide Services is subject to approval of Customer's credit, approval of the suitability of Customer's premises, and receipt of all paperwork. Customer acknowledges and agrees that it will not use the Services for its own end users and/or customers as a provider of any sort, telecommunications or otherwise.

2. Term of CSA; Renewal; Termination; Termination Fees. This CSA shall become effective on the date it is signed by NuVox and shall continue for the Term Commitment set forth in the Proposal(s) until replaced with a new CSA or terminated pursuant to the terms of this CSA. If this is Customer's first installation of NuVox Services at the applicable location(s), the Term Commitment for such location(s) shall begin on the date Services commence (the "Installation Date"). Supplemental requests for changes are subject to applicable fees and charges, and may affect the actual Installation Date. If Customer currently receives Services from NuVox, any rate or Service changes ("Changes") will become effective at the start of next bill cycle after Changes have been made, which could be at least two billing cycles from the effective date of this CSA. The Term Commitment for Changes shall commence on the date of the bill cycle on which the billing or Service changes appear. Upon expiration of the Term Commitment for a location, this CSA shall renew automatically for successive one (1) year renewal terms (each, a "renewal term") until terminated or cancelled pursuant to the terms hereof.

Either party may terminate this CSA by providing at least thirty (30) days written notice to the other party prior to the end of the initial Term Commitment or a renewal term or if the other party is in default of any material provision hereof and such default is not cured within thirty (30) days after the non-defaulting party gives the defaulting party written notice. Customer's right to terminate for cause shall be limited to termination of the Services at the affected location(s) only. Any Customer notice must be sent via first class certified mail, return receipt requested, to: NuVox., P.O. Box 6068, Greenville, SC 29606, ATTN: Customer Care. If Customer terminates this CSA following its execution but prior to the installation of Services, Customer shall pay NuVox a Cancellation Charge of \$1000 per T1 or T1 equivalent or \$250 per DSL line (BizPac).

CUSTOMER'S RATES AND OTHER APPLICABLE DISCOUNTS ARE BASED UPON CUSTOMER'S COMMITMENT TO PURCHASE SERVICES FOR THE TERM COMMITMENT OR RENEWAL TERM. IF CUSTOMER TERMINATES THIS CSA AND/OR ANY SERVICES AT A LOCATION PRIOR TO THE EXPIRATION OF THE THEN-CURRENT TERM FOR SUCH LOCATION (OTHER THAN AS PROVIDED ABOVE), OR IF NUVOX TERMINATES THIS CSA PRIOR TO THE EXPIRATION OF THE THEN-CURRENT TERM DUE TO CUSTOMER'S MATERIAL BREACH, CUSTOMER AGREES TO PAY TO NUVOX, AS LIQUIDATED DAMAGES AND NOT AS A PENALTY, AN AMOUNT EQUAL TO THE MONTHLY RECURRING CHARGES ("MRC") MULTIPLIED BY THE NUMBER OF MONTHS REMAINING IN THE THEN-CURRENT TERM. CUSTOMER AGREES THAT THE ACTUAL DAMAGE TO NUVOX IS DIFFICULT TO ASCERTAIN AND THAT THE AMOUNTS FIXED FOR LIQUIDATED DAMAGES ARE A REASONABLE ESTIMATE OF THE ACTUAL REDUCTION IN THE VALUE OF THIS CSA THAT NUVOX WILL SUSTAIN.

3. Customer Relocation. Customer agrees to provide sixty (60) days advance notice to NuVox if Customer will move Services to a different location and Customer will incur installation charges for the new location based on the months of active service, as follows: \$2000 for 0-6 months, \$1250 for 7-12 months, \$1000 for 13-18 months, \$750 for 19-24 months, and \$250 after 24 months. Customer will be required to enter into new CSA for such new location or NuVox will apply the liquidated damages set forth in Section 2 for the terminated location. Charges could apply and monthly fees may be affected. NuVox does not provide Services beyond specific service boundaries and if Customer moves beyond such boundaries, NuVox will apply the liquidated damages set forth in Section 2.

4. Documents Incorporated by Reference; Commission Oversight. NUVOX'S SERVICES ARE SUBJECT TO AND THIS CSA INCORPORATES: (I) FOR BOTH REGULATED AND UNREGULATED SERVICES, THE TERMS AND CONDITIONS OF THE TARIFFS WHERE CUSTOMER RECEIVES THE SERVICES OR, IF NO TARIFFS ARE FILED, NUVOX'S SOUTH CAROLINA TARIFFS; (II) WITH RESPECT TO REGULATED AND UNREGULATED SERVICES PROVIDED IN DETARIFFED JURISDICTIONS OR IN THE EVENT SOUTH CAROLINA IS DETARIFFED, THE APPLICABLE "TERMS AND CONDITIONS" POSTED AT http://www.nuvox.com; (III) WITH RESPECT TO DATA AND INTERNET SERVICES, THE "ACCEPTABLE USE POLICY" POSTED AT http://www.nuvox.com; (IV) IF CUSTOMER SUBSCRIBES TO GOOGLE SERVICES THROUGH NUVOX, THE "GOOGLE APPS PREMIER EDITION LICENSE" POSTED AT http://www.nuvox.com; AND (V) IF CUSTOMER SUBSCRIBES TO ISDN-PRI SERVICES, THE "ISDN-PRI TERMS AND CONDITIONS OF SERVICE" POSTED AT http://www.nuvox.com. CUSTOMER'S INITIAL AND CONTINUED USE OF THE SERVICES IS SUBJECT TO CUSTOMER'S AGREEMENT TO ALL OF THE DOCUMENTS REFERRED TO HEREIN, AS THEY MAY CHANGE FROM TIME TO TIME. In the event of any conflict between the provisions of this CSA and the Tariffs and/or the "Terms and Conditions," the provisions of the Tariffs or the Google Apps Premier Edition License shall control followed by the "Terms and Conditions" and then this CSA. For regulated services, any claim or dispute by Customer must be referred to the applicable regulatory agency.

Customer Initials _____

PRIVATE/PROPRIETARY



5. Charges Rate Changes; Billing. Customer shall pay to NuVox charges for the Services and applicable equipment on a monthly basis, payable on receipt of the invoice notice, as set forth in the Proposal(s) ("Monthly Recurring Charges" or "MRC") or the applicable Tariff or, where a Tariff is not applicable, then as such charges may appear in NuVox's Terms and Conditions. In any given month during which Customer's actual usage at a location falls below the MMC for such location, Customer nonetheless shall pay the MMC. NUVOX RESERVES THE RIGHT TO INCREASE OR DECREASE RATES ON AT LEAST THIRTY (30) DAYS NOTICE. Billing at a location will begin upon the earlier of (i) the Installation Date; or (ii) thirty (30) days after delivery of the applicable facility to the Customer premises by the facility provider (if the delay in connection of the facility is due to Customer). Customer shall pay all costs and expenses of collection of any amounts due from Customer hereunder, including reasonable attorney's fees. Upon request, Customer can choose a paper bill containing detailed usage and charges delivered via regular mail for a monthly charge (if applicable).

6. Disconnection of Current Services; Special Construction; Third Party Charges for Equipment and Services; NuVox-Provided Equipment. Customer is solely responsible for disconnecting services with its current service provider. NuVox is not responsible for any charges assessed against Customer by such provider. Customer shall pay all charges if NuVox or a third party provider is required to extend the Demarcation Point or undertake special construction for Customer. Customer is responsible for all charges assessed by its phone system vendor and other third parties in connection with the installation of the Services. NuVox shall have no responsibility for maintenance or repair of same. Internet Services require properly configured peer-to-peer or client/server Ethernet network capable of connecting to a router at 10BaseT. Any equipment installed by NuVox on Customer's premises (such as the CSU/DSU, Channel Bank and router, if applicable) shall remain at all times the property of NuVox and shall remain in good condition, less normal wear and tear. NuVox shall be responsible for the maintenance and repair of the equipment unless it is damaged as a result of the action or inaction of Customer or its employees or agents, in which case Customer shall reimburse NuVox for the cost of any necessary repairs. Customer shall provide NuVox reasonable access to the equipment for purposes of repair, maintenance, removal or otherwise. If NuVox does not have access to Customer's premises within thirty (30) days after Customer terminates Services with NuVox, Customer shall reimburse NuVox for the full purchase price of the equipment as well as any attorney's fees and costs.

7. Disclaimer of Warranties; Limitation of Liability. FOR PURPOSES OF THIS SECTION, "NUVOX" INCLUDES ITS OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AGENTS, SUBCONTRACTORS, VENDORS AND/OR ANY ENTITY ON WHICH BEHALF NUVOX RESELLS SERVICES. NUVOX MAKES NO EXPRESS OR IMPLIED WARRANTIES REGARDING THE SERVICES INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INGRINEMENT, WARRANTY ARISING BY COURSE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE OR ANY WARRANTY THAT THE SERVICES WILL MEET CUSTOMER'S REQUIREMENTS AND ALL WARRANTIES ARE HEREBY DISCLAIMED. THE LIABILITY OF NUVOX FOR SERVICE ISSUES AND/OR INTERRUPTIONS OR IN JURISDICTIONS THAT PROHIBIT DISCLAIMERS SHALL BE LIMITED TO CREDITS FOR INTERRUPTED SERVICES, IF ANY, IN ACCORDANCE WITH NUVOX'S THEN-CURRENT CREDIT POLICY. IN NO EVENT SHALL NUVOX BE LIABLE FOR PERSONAL INJURY, DEATH, PROPERTY DAMAGE OR ANY OTHER LOSSES OR DAMAGES INCLUDING, BUT NOT LIMITED TO, DIRECT, SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS DATA), WHETHER IN A CLAIM OR AN ACTION BASED ON BREACH OF EXPRESS OR IMPLIED WARRANTY OR CONTRACT, STRICT LIABILITY OR ANY OTHER THEORY (COLLECTIVELY "CAUSES OF ACTION"), EVEN IF NUVOX HAS BEEN ADVISED OF THE POSSIBILITY THEREOF.

8. Critical Lines. Because many lines can cease operating during a power outage, Customer should have a NetPlus or copper line for elevator, alarm, E911 and other critical functions.

9. Entire CSA; Modification. This CSA, incorporated documents and any other documents required by NuVox to provide the Services constitute the entire agreement between the parties and there are no other verbal statements, representations, or warranties not embodied herein. This CSA and all modifications must be in writing and signed by a Manager or Director on behalf of NuVox. Hand-written or typed changes to this CSA are strictly prohibited and will not be binding on NuVox. This CSA shall in all respects be governed by and construed in accordance with the laws of Delaware, without regard to its choice of law rules. Customer may not assign this CSA without the written consent of NuVox. If any part of this CSA is unenforceable, the rights and obligations of the parties shall be construed as if a commercially reasonable provision had been substituted, consistent with law and the parties' undertakings.

10. International Unblocking. If Customer has access to NuVox international calling, Customer is subject to NuVox's web-posted Terms and Conditions for International Telecommunications Services. Customer and not NuVox is responsible for securing its customer premises equipment and Customer shall be liable for all charges associated with the customer premises, calling card(s) and/or access numbers, regardless of whether such use (i) is authorized by Customer management, or (ii) involves fraudulent activity. CUSTOMER AUTHORIZES NUVOX TO MONITOR AND RECORD ORAL COMMUNICATIONS WITH NUVOX PERSONNEL REGARDING CUSTOMER'S ACCOUNT OR THE SERVICES FOR THE PURPOSE OF SERVICE QUALITY ASSURANCE. CUSTOMER AGREES THAT NUVOX MAY SEND EMAIL MESSAGES CONCERNING PRODUCTS AND SERVICES.

CUSTOMER

Signature:

Printed Name:

Title:

Date:

NUVOX

Signature:

Printed Name:

Title:

Date:

GERARDO CARBOVERDE

Consultant

7/30/09

Vendor Responsibility and Installation Expectations

Vendor Authorization

NuVox will contact your current voice and data vendors to coordinate the installation of your services.

The Customer or Data Equipment Vendor/Systems Integrator's responsibilities include, but are not limited to:

- 1) Ensuring that a functional Local Area Network is in place to accommodate dedicated Internet services.
- 2) Equipment or services necessary on the customer premise side of the router to include:
 - a) Servers, workstations, printers, hubs/switches
 - b) Appropriate internal IP addressing scheme
 - c) Customer supplied firewalls
 - d) Configuration changes for dedicated Internet access (i.e. default gateways, DNS, browser configuration, etc)
- 3) All cabling infrastructure to include a Category 5e cable from the wiring closet (phone demarc) to the customers' hub/switch for Internet connectivity.
- 4) Installing Internet applications, such as remote access software, on all necessary computers.
- 5) Any request for modifications to DNS records (website, email records).
- 6) Contacting previous ISP to request disconnect.
- 7) If applicable, setting up NuVox POP3 email accounts and configuring email client.
- 8) If applicable, uploading website to NuVox web servers.
- 9) If customer has internal email server, request reverse DNS lookup through NuVox data support group.

The Customer or Telephone Equipment Vendor's responsibilities include, but are not limited to:

- 1) All phone system level programming.
- 2) All cross connects.
- 3) Demarc extension if required.

Installation Intervals

The standard installation interval is 30 - 45 calendar days after acceptance of order information and paperwork. Standard scheduling hours are Monday - Friday 8:30am to 3:30pm. We will attempt to honor requests for a specific install date

*Requested Due Date does not guarantee your services will be installed on that date. Factors that may change the requested due date are (1) local phone company's facility interval, (2) if retaining existing numbers, interval provided by local phone company to port these numbers, (3) delay in order packet acceptance, (4) changes requested to order, (5) or another unforeseen delay. NuVox understands the importance of the date you have specified, and will make every reasonable effort to meet that date.

Order Information

Before we can begin processing your order, we must receive the following items:

1. Signed copy of your Proposal and Customer Service Agreement
2. Signed copy of the Letter of Authorization if applicable, which lists all telephone numbers porting to NuVox
3. Specific identification of any Fax, Alarm, Credit Card, Elevator, or Modem Lines
4. Name and phone number of contact(s) at your location responsible for coordinating the transition to NuVox
5. Name and phone number of technical contact(s) at your location who can provide detailed information and instructions for your data and/or voice service

Based upon the services ordered, we may request the following items:

1. Complete list of 800 Numbers, a signed 800 Responsible Organization Form, and a copy of the most recent bill
2. Information on Account Codes, Calling Cards, Directory Listings, and Voice Mail

Your premise must meet the following requirements for installation of NuVox services:

1. Building must be ready with power available (need entrance facility and conduit)
2. Grounding
3. Backboard
4. Demarc location identified

Installation Expectations: Step-by-Step Guide to Moving Your Service

Your transition to NuVox or "cutover" will be based upon your Requested Due Date or Earliest Possible Due Date (approximately 30 - 45 calendar days) following the acceptance of all order information and paperwork outlined above.

Please note that any changes to order details after acceptance may delay the installation of your service.

Below is a list of the key milestones to expect during the installation process:

- 1) Service Configuration Completed
A NuVox sales engineer may contact your voice and/or data vendor(s) to obtain necessary information about service configurations.
- 2) Your Order is Assigned to a Project Coordinator
Your NuVox Project Coordinator (PC) will serve as the primary point of contact for both you and your vendor throughout the installation process.
- 3) Site Survey Conducted
A NuVox technician or sales engineer will visit your premise to conduct a site survey to verify physical space requirements.

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- 4) Facilities Ordered (T-1 Ordered)
Your facilities will be ordered. Depending on the type of service you have selected, the local phone company or fiber provider may deliver and install facilities at your premise between the hours of 8am and 5pm.
- 5) Facilities Tested (T-1 Tested)
The NuVox team will conduct thorough testing with local phone company or fiber provider for 24 to 48 hours to verify the integrity and quality of the delivered facilities.
- 6) Cutover Scheduled (Conversion to NuVox Communications)
Your PC will contact you and your vendors/integrators to schedule your cutover once your facilities (T-1) are installed and tested. You will also receive a copy of your service configurations. It is critical to review these configurations for accuracy.
- 7) Plant Test Date
A NuVox technician will return to your site to install customer premise equipment and perform operational testing. No involvement is required of you or your vendor at this time.
- 8) Cutover Completed
Your NuVox cutover team (including your vendors/integrators) will verify the accuracy and quality of your new services. A NuVox technician may return to your site to ensure your services are operating as intended.

After Your Installation

Check contracts with current providers for termed Monthly Recurring Charges and Termination Policies. If any part of your service (example: phone lines) or facilities (example: T1) will remain with your current carrier, this will result in continued bills for these services. Termination from your previous provider may require specific lead-time.

If you are terminating current services from another voice, Internet, and/or long distance provider, you must send a written request to the carrier to disconnect services.

Letter of Agency

Contact Name:

Sales Office: MIAMI

BTN: 3058998000

Dealer Name:

Company Name:

Sales Rep Name: Jeanette Gordon

Install Address:

Order Date:

Current Carrier:

Additional BTNs:

Authorization to Change Service Provider(s)

On behalf of the Company, I hereby authorize NuVox, Inc. ("NuVox") to change my Company's provider(s) for the following services from my current telecommunications carrier(s) to NuVox for each of the telephone numbers listed below (check all that are applicable):

- Local
- Intrastate, IntraLATA Long Distance Service (also known as local toll)
- Interstate, InterLATA and International Long Distance
- Internet

I represent that I am at least eighteen years of age. I also represent that I am the party identified in the account records of my local telephone company as responsible for payment or that I have the authority to change telecommunications carriers for each of the telephone numbers identified herein. I understand that I have the right to obtain telecommunications services individually. I also understand that I may designate only one local exchange carrier, one intraLATA carrier, and one interLATA carrier per telephone number. I also understand that by checking beside the services listed above that Company's preferred carrier for the selected services will be changed, but only for those numbers set forth below.

I understand that the monthly rate plan does not include taxes or applicable regulatory fees.

I choose NuVox to act as my agent in order to effectuate the change(s) and authorize NuVox to handle on my behalf all arrangements, including ordering, changing, and/or maintaining my service, with my local telephone company(s), interexchange carriers, joint user group(s), equipment vendor(s) and consultant(s). By designating NuVox to act as my agent, I do not permit NuVox to change my service to a carrier other than NuVox. In addition, I authorize NuVox to issue all necessary instructions to the foregoing for the purpose of fulfilling its agency on my behalf. This agreement will remain in effect until revoked in writing by the Company.

Numbers:

3058998000 , 3058991472 , 3058934427 , 3058934435 , 7864330155 , 3058912679 , 3058912680 , 3058917241 , 3058937490 , 3058930814 , 3058937440 ,

I understand that I may consult NuVox Communications, Inc. as to whether a fee applies to change from the Company's current telecommunications carrier(s) to NuVox Communications, Inc.

Company Signature: _____ Date: _____

I understand that by signing above, Company's preferred provider for the telecommunications service(s) checked above will be changed for the telephone number(s) specified above.

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Because Business is on the Line



Important Information for Your Business

As a VoIP customer, you are aware that your communications services with NuVox Communications are delivered using Voice over Internet Protocol (VoIP) technology. NuVox's gold standard 911 architecture differentiates NuVox from many consumer VoIP providers, and is one of the many reasons why NuVox's VoIP product is an excellent fit for so many businesses. However, the Federal Communications Commission (FCC) requires all VoIP providers, including NuVox, to inform their customers of circumstances under which enhanced 911 (E911) service may not be available through the VoIP service or may be limited in some way in comparison to traditional E911 service. **Under the FCC's rules, each customer must sign and return this form to acknowledge receipt and understanding of this advisory before service to the customer can be initiated.**

Differences Between Broadband E911 and Traditional E911 Services

Circumstances under which E911 service through VoIP technology may not be available or may be limited in comparison to traditional E911 service include, but are not limited to:

- **Loss of Electrical Power.** If power is lost at your facility, all communications over a broadband T1 will be interrupted, including E911 service. An uninterrupted power supply (UPS) can mitigate this issue and we urge you to provide a backup power supply to ensure continued operation of your equipment.
- **Broadband Connection Failure.** Your broadband connection must be in place for you to contact E911. Please take all necessary measures to prevent a broadband connection disruption through accidental disruption, service suspension for nonpayment, or any other reason, and arrange for alternate means for reaching emergency personnel.
- **Relocation of VoIP Equipment.** In order for E911 services to work properly with VoIP, you must ensure that you advise NuVox of your current address for service, which is known as your "Registered Location," and ensure that your Registered Location does not contain any errors. If you wish to update your Registered Location, NuVox prefers that you do so by sending an email to 911@nuvox.com; however, if you do not have email access, please call 800-600-5050. Otherwise, emergency personnel could be dispatched to an incorrect address.
- **Delays in Updating your Registered Location.** Once you contact NuVox to update your Registered Location, a delay of 48-72 hours may occur before your Registered Location reflects the updated information. During this time, emergency personnel could be dispatched to your previous Registered Location.

Because you may not be able to access E911 emergency services under the circumstances described above you should (1) ensure that you have some alternate means of contacting 911 emergency services; and (2) inform anyone using your VoIP service that they may have to use a NetPlus line, cellular phone or some alternate means to contact 911 emergency services. To assist you in this, NuVox has or will provide you with stickers describing the limitations on E911 availability, which you should place on or near the equipment used to access VoIP.

Acknowledgement

I have received and understood this notice regarding NuVox's broadband E911 service and how it differs from traditional E911 services. I also acknowledge that my ability to contact emergency services by dialing 911 may be limited or nonexistent under certain circumstances.

I have received warning stickers explaining that E911 service may not be available, and I will place the stickers on or near the equipment I use to access NuVox's VoIP Services. If I did not receive the stickers, I will contact NuVox's Customer Care team at 800-600-5050.

Signature: _____

Title: _____

Company Name: _____

Date: _____

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Toll-Free Number Responsible Organization Form

NEW RESP ORG ID: DHA01 / FDN01

Print Customer Name: Village of Biscayne Park
 Contact Name: Frank Spence Title: P
 Address: 640 NE 114th ST
 City: Biscayne Park State: FL Zip: 33161
 Contact Phone Number: 305 899-8000 Email Address: villagemanager@biscayneparkfl.gov Fax Number: 305 891-7241

Toll Free Number(s) (Complete 10 Digits)	New	Ring -to	New	Current RESP ORG ID	Switched or Dedicated	Enhanced
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877 399-8008		305 899-8000				
888 993-4346		305 899-8000				

Check here to indicate additional toll-free numbers to be changed.
 An attachment of _____ pages follows.

NOTE: All toll-free numbers listed have the same effective date/time for RESP ORG change and the same current SMS RESP ORG ID Code. This verifies that NuVox will carry both intraLATA and Interstate Toll-Free traffic or calls.

Thank you for selecting NuVox to be your Toll-Free service provider.

By signing this Toll-Free Number Responsible Organization Form ('Authorization'), you agree that NuVox is authorized to transfer your Toll-Free number(s) from your current provider to NuVox in accordance with the following items:

- 1) NuVox will use your current Toll-Free number(s) listed above to provide you with NuVox's Toll-Free number service as detailed in the NuVox Customer Service Agreement and NuVox's Terms and Conditions or Tariffs.
- 2) The conversion date of your Toll-Free number service is subject to the timely cooperation of your current Toll-Free number service provider.
- 3) This request for a Responsible Organization Change to NuVox does not constitute an order to disconnect service with your existing carrier(s).

This Authorization shall remain effective until such time as it is revoked in writing. You represent that you are the person legally authorized to make this change.

Understood and Agreed:

Company Name: _____
 Signature: _____ Date: _____
 Printed Name: _____ Title: _____

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Alternative Caller Identification Agreement

This Alternative Caller Identification Agreement ("Agreement") is entered between NuVox Communications ("NuVox") and _____ ("Customer") and is effective as of the last date signed by either party below.

WHEREAS Customer requests that its outbound caller ID be modified such that it reflects a legal alternative name (d/b/a) of the Customer instead of Customer's name reflected in NuVox's billing records (Caller ID Alternative Service);
WHEREAS NuVox is willing to accommodate Customer's request under the terms and conditions set forth in this Agreement, as follows:

1. Customer avers that the name Customer request that NuVox use on Customer's outbound calls is a legal alternative name of Customer as evidenced by Secretary of State documents (attached);
2. Customer avers that the use of the Caller ID Alternative Service contemplated herein is not meant to mislead other telecommunications carriers or end users about Customer's identity or the origination point of the call for purposes of access charges and that Customer will not use the Caller ID Alternative Service to perform any telemarketing.

2. Disclaimer of Warranties, indemnification and Limitation of Liability

NUVOX MAKES NO WARRANTIES, express or implied, THAT THE CALLER ID ALTERNATIVE SERVICE CONTEMPLATED BY THIS AGREEMENT WILL FUNCTION ERROR-FREE or that calls sent using same will be processed and completed by other carriers.

Customer agrees to indemnify and hold NuVox and its officers, employees and agents against from any claims, liabilities, actions, suits, judgments, or settlements arising out of or resulting from the CALLER ID ALTERNATIVE SERVICE contemplated by this Agreement.

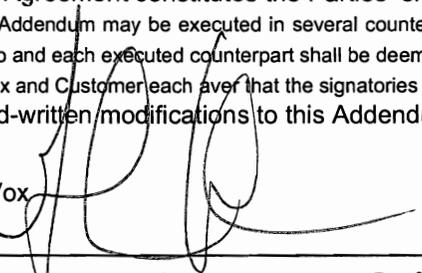
TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL NUVOX BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY DAMAGES OR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS OR CONFIDENTIAL OR OTHER INFORMATION, FOR BUSINESS INTERRUPTION, FOR PERSONAL INJURY, FOR LOSS OF PRIVACY, FOR FAILURE TO MEET ANY DUTY, INCLUDING OF GOOD FAITH OR OF REASONABLE CARE, FOR NEGLIGENCE, AND FOR ANY OTHER PECUNIARY OR OTHER LOSS WHATSOEVER), ARISING OUT OF OR IN ANY WAY RELATED TO THE CALLER ID ALTERNATIVE SERVICE

This Agreement constitutes the Parties' entire agreement related to the subject matter contained herein.

This Addendum may be executed in several counterparts, and all counterparts so executed shall constitute one binding agreement on the Parties hereto and each executed counterpart shall be deemed an original. Facsimile signatures shall be accepted as valid and binding for all purposes.

NuVox and Customer each aver that the signatories to this Addendum below have authority to sign this Addendum.

Hand-written modifications to this Addendum are not binding on either NuVox or Customer.

NuVox
By: 
Printed Name: GERARDO CASOVERDE
Printed Name: _____
Date: 7/30/09

Customer
By: _____
Printed Name: _____
Printed Name: _____
Date: _____



SATISFACTION GUARANTEE

Our Pledge to You

NuVox pledges to provide you superior voice and data solutions, as well as customized and hassle-free service. In addition to this value-added service, you will also receive our 180-Day Satisfaction Guarantee.

- If there is a material failure by NuVox in the provision of Services (excluding billing issues) during the initial 180-days following the initial Installation Date ("Satisfaction Period") and NuVox fails to cure such material failure within five (5) days of receipt of written notice* of such failure, you may, within the Satisfaction Period, terminate this Agreement without incurring liquidated damages charges and NuVox will be responsible for reasonable charges associated with transferring Services to your previous service provider.

From our state-of-the-art network to world-class customer service, this satisfaction guarantee reflects our pledge to provide you with quality service while you are a NuVox customer.

*Customer's written notice must be delivered to NuVox Communications, Inc. ATTN: Executive Appeals, 301 N. Main Street, Suite 5000, Greenville, South Carolina, 29601. The forgoing applies only to new customers and does not apply to any additional Services ordered hereunder. The forgoing reimbursement provisions do not apply to VoxNET Security Services.