



VILLAGE OF BISCAYNE PARK
640 NE 114TH STREET
BISCAYNE PARK, FL 33161
TEL: 305 899 8000 FAX: 305 891 7241
www.biscayneparkfl.gov

AGENDA
SPECIAL COMMISSION MEETING
Ed Burke Recreation Center - 11400 NE 9th Court
Biscayne Park, FL 33161
Wednesday, May 25, 2011 at 6:30PM

 Indicates documents are attached to this agenda.

Mayor and Commission

Roxanna Ross
Mayor

Steve Bernard
Vice Mayor

Robert "Bob" Anderson
Commissioner

Albert Childress
Commissioner

Bryan Cooper
Commissioner

Ana Garcia
Village Manager

John J. Hearn
Village Attorney

Maria Camara
Village Clerk

- 1 Call to Order
- 2 Roll Call
- 3 Pledge of Allegiance
- 4 Presentations
- 5 Additions, Deletions or Withdrawals to Agenda
- 6 Public Comments Related to Agenda Items / Good & Welfare
- 7 Ordinances (First Reading)
 - 7.a Ordinance 2011-1

AN ORDINANCE OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA, RELATING TO THE PROVISION OF SOLID WASTE MANAGEMENT FEE ASSESSMENTS IN THE VILLAGE OF BISCAYNE PARK, FLORIDA; **APPROVING A MODIFICATION TO THE SCHEDULE FOR SOLID WASTE COLLECTION ASSESMENTS FOR MULTI-FAMILY ASSESSED PROPERTY WITH FOUR OR MORE RESIDENTIAL UNITS ON A SITE AND FOR NON-RESIDENTIAL SITES** LOCATED WITHIN THE VILLAGE OF BISCAYNE PARK FOR THE FISCAL YEAR BEGINNING ON OCTOBER 1, 2010; WHICH FEE SHALL BE \$1,750.00; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION; PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Manager Ana Garcia)*

8 Resolutions

8.a Resolution 2011-27

A RESOLUTION OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA, **AUTHORIZING THE MAYOR TO EXECUTE AN INTER-LOCAL AGREEMENT WITH MIAMI-DADE COUNTY TO PROVIDE CURBISDE COLLECTION OF RECYCLABLE MATERIALS WITHIN THE VILLAGE; AND PROVIDING FOR AN EFFECTIVE DATE.** *(Sponsored by Manager Ana Garcia)*

8.b Resolution 2011-28

A RESOLUTION OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA; **ESTABLISHING THE ANNUAL WASTE FEE ASSESSMENT FOR THE VILLAGE OF BISCAYNE PARK FOR THE FISCAL YEAR BEGINNING ON OCTOBER 1, 2011; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION; AND PROVIDING FOR AN EFFECTIVE DATE.** *(Sponsored by Manager Ana Garcia)*

8.c Resolution 2011-26

A RESOLUTION OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA **GRANTING AUTHORITY TO THE VILLAGE CLERK, AS THE VILLAGE MANAGER'S CHIEF OF STAFF TO SERVE AS THE TEMPORARY CONTRACTING OFFICER AND BANK SIGNATORY DURING THE VILLAGE MANAGER'S ABSENCE; AND PROVIDING FOR AN EFFECTIVE DATE.** *(Sponsored by Manager Ana Garcia)*

9 Final Public Comment

10 Announcements

All public meetings are held at the Ed Burke Recreation Center, 11400 NE 9th Court, Biscayne Park.

Thursday, May 26th - Code Enforcement at 7:00pm

Monday, May 30th - All Village departments closed in observance of Memorial Day.

Monday, June 6th - Planning & Zoning at 6:30pm

Wednesday, June 8th - Recreation Advisory Board at 6:30pm

Friday, June 10th - The Biscayne Park Foundation's Summer Concert Event beginning at 6:30pm.

Tuesday, June 14th - Code Review Board at 7:00pm

Wednesday, June 15th - Parks & Parkway Advisory Board at 6:00pm

Thursday, June 16th - Ecology Board at 6:30pm

Monday, June 20th - Planning & Zoning at 6:30pm

Our next regular Commission meeting is Tuesday, June 21, 2011 at 7:00pm.

Please visit our website regularly at biscayneparkfl.gov and click on the Calendar of Meetings & Events to view the full schedule.

11 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 four (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.



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Maria Camara
Village Clerk

May 18, 2011

To: Mayor Roxana Ross
Vice Mayor Steve Bernard
Commission Bob Anderson
Commissioner Al Childress
Commissioner Bryan Cooper

From: Ana M. Garcia, Village Manager

Re: Ordinance 2011-01 – Approving a modification to the schedule for solid waste collection to provide a fee for multi-family residential (four or more units) sites and for nonresidential sites.

Background Analysis:

In 2005 when the Village entered into an agreement with Miami-Dade County for the collection of our annual waste fee assessments, our code was updated to exempt residential buildings containing four (4) or more contiguous dwelling units from the solid waste management fee and allowed such units to contract with a county approved contractor. Within the Village boundaries, there are two such buildings where the owner is utilizing an outside contractor for their garbage and trash collection.

It was discovered that the property owner for these two buildings pays \$3,500 annually to an outside contractor. This is revenue that can and should be coming to the Village, and not to an outside contractor. It is recommended that our code be amended to include and establish an annual waste fee assessment for multi-family residential units (four or more units), and it is recommended that the rate be \$1,750 per building. This amount is consistent with what the multi-family units are currently being charged by the approved county vendor.

Additionally, the Village's public works department has been rendering services to a nonresidential site, and as there is no fee associated with nonresidential uses, the Village, by default, has charged the single-family residential fee (\$558) to the site. The intensity of uses relating to the nonresidential uses is more consistent with the multi-family residential (four or more units) sites, and it is recommended that the same proposed fee, of \$1,750 be charged for this type of use. Based upon the volume of garbage and trash produced at the site, and as they utilize the larger 20 yard dumpster, the Village recommendation would be consistent with the intensity associated with the multi-family sites.

Our sanitation staff, as confirmed by Director Bernard Pratt, is able to service the two multi-family sites, and the nonresidential site.

Manager Recommendation

Page 1 of 2

Fiscal/Budgetary Impact:

An increase in the annual waste fee assessment for the two residential buildings and the nonresidential site would total \$4,692.00, per year.

Manager Recommendation:

Manager recommends approval at first reading.

Village Attorney Recommendation: Approval at first reading.

During the May 25, 2011 special commission meeting the Village commission is contemplating the adoption of Resolution 2011-28, relating to providing the total amount of the Village's proposed solid waste assessment fee to the Miami-Dade County, Office of the County Property Appraiser. The proposed assessment calculation totals \$733,440. By June 16, 2011, the Village must provide the County with a list of all the properties and the fees to be designated to each site.

The proposed assessment includes a fee for three sites – which had not previously been assessed, and was unachieved solid waste revenue to the Village. Under the Village's existing Solid Waste Fee schedule found at Section 17.4 of the Village's Code, the Village solely charged a single-family residential solid waste fee. Multi-family units (with 4 or more units) were entitled to seek services through a Miami-Dade County approved vendor, and no fee was calculated for said sites. There are two multifamily units within the Village. Their current County approved vendor charges \$1,750. The Village can provide these services and the two multi-family sites are interested in contracting with the Village for solid waste services. However, to do so, the Village must amend its code to create a fee for multi-family sites.

Also, as indicated under the Manager's analysis, there is a non-residential site that is being provided solid waste services, under the only fee currently existing, which relates to "residential single family." The Village is seeking to create a fee commensurate with the service being provided to the site. As the amount of trash for the nonresidential site is similar to that for the multi-family site (more intense and larger container) the Village Manager proposes an equal charge, for an equal service.

Should the Village proceed with the proposed annual waste assessment fee for fiscal year 2011-2012, the proposed assessment includes the proposed assessment for the above referenced sites. The total assessment includes a proposed assessment for nonresidential uses and multi-family uses at an increase of \$4,692 (2 sites at \$1,750; and one site previously assessed at \$558, now at \$1,750) to the overall assessment reported to the County. As the Village must produce its tax rolls by June 16, 2011, and as the next Village Commission meeting is scheduled for the end of June (after June 16, 2011), the Village considered it prudent to bring this ordinance to the Commission prior to the June 16th deadline. Should the Village decide to make the identified adjustments in the assessment, the Village must proceed with the adoption of the amended ordinance relating to Section 17.4, as fees must be enacted by ordinance.

If the Village Commission decides not to include the \$4,692 in its calculations to Miami-Dade County, and should the Village Commission decide not to provide solid waste services to the two types of uses identified herein, then the Village should also deny the proposed amendments in the attached Ordinance 2011-01.

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ORDINANCE NO. 2011-01

AN ORDINANCE OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA, RELATING TO THE PROVISION OF SOLID WASTE MANAGEMENT FEE ASSESSMENTS IN THE VILLAGE OF BISCAYNE PARK, FLORIDA; APPROVING A MODIFICATION TO THE SCHEDULE FOR SOLID WASTE COLLECTION ASSESMENTS FOR MULTI-FAMILY ASSESSED PROPERTY WITH FOUR OR MORE RESIDENTIAL UNITS ON A SITE AND FOR NON-RESIDENTIAL SITES LOCATED WITHIN THE VILLAGE OF BISCAYNE PARK FOR THE FISCAL YEAR BEGINNING ON OCTOBER 1, 2010; WHICH FEE SHALL BE \$1,750.00; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION; PROVIDING FOR AN EFFECTIVE DATE.

20 WHEREAS, Section 17.4 of the Village's Land Development Code authorizes the
21 imposition of solid waste management fees; and

22 WHEREAS, the purpose of the solid waste management fee assessment is to fund the
23 cost of providing solid waste services; and

24 WHEREAS, the imposition of a solid waste management fee assessment is an equitable
25 and efficient method of allocating and apportioning solid waste collection assessed costs among
26 residential units; and

27 WHEREAS, pursuant to Village Ordinance 2010-13, consistent with Section 17.4 of the
28 Village's Land Development Code, the Village Commission imposed a solid waste management
29 fee assessment within the Village for the fiscal year beginning on October 1, 2010, using the tax
30 bill collection methods; and,

31 WHEREAS, Section 17.4(a) exempted residential buildings containing four (4) or more
32 contiguous dwelling units from the solid waste management fee and allowed such units to
contract with a County approved contractor; and

1 WHEREAS, there are very few residential buildings containing four (4) or more
2 contiguous dwelling units in the Village; and,

3 WHEREAS, the Village desires to provide solid waste services to said units and the
4 owner of the property desires to obtain said services from the Village; and,

5 WHEREAS, the Village proposes to impose a solid waste fee on these multifamily units
6 (4 or more contiguous dwellings) of \$1,750.00, per structure; and,

7 WHEREAS, the Village already provides solid waste services for nonresidential use sites
8 but does not designate a fee for said services in the Village Code, and the Village seeks to
9 implement same; and,

10 WHEREAS, the Village assessment as to the remaining residential units shall remain
11 unchanged, at \$558.00, per residential unit, as enacted in fiscal year 2010 and add to the two new
12 fees for the categories of: multifamily residential and nonresidential use sites; and,

13 WHEREAS, the total assessment from the solid waste management fee assessment,
14 including for the multi-family residential units, throughout the Village is estimated to be
15 \$733,440.00; now, therefore,

16 **BE IT ORDAINED BY THE VILLAGE COMMISSION OF THE VILLAGE OF**
17 **BISCAYNE PARK, FLORIDA, AS FOLLOWS:**

18 **Section 1.** The foregoing “Whereas” clauses are hereby ratified and confirmed as
19 being true and correct and are hereby made a specific part of this Ordinance upon adoption
20 hereof.

21 **Section 2.** Authority. This Ordinance is adopted pursuant to provisions of Section
22 17.4 of the Land Development Code and Sections 166.021 and 166.041, Florida Statutes, and
23 other applicable provisions of law.

24 **Section 3.** The Village’s Code of Ordinances, Section 17.4(a) is amended as follows:

1 17.4 Imposition of Solid Waste Management Fee Assessment.

2 (A) Multifamily residential buildings containing four (4) or more contiguous dwelling
3 units are to contract with the Village for solid waste services.

4 (B) The assessed properties are hereby found to be specially benefited by the
5 provision of the solid waste collection services in the amount of the solid waste management fee
6 assessment of \$558.00 per residential unit and are determined to be fairly and reasonably
7 apportioned. Multi-family residential buildings containing four (4) or more contiguous dwelling
8 units shall be provided solid waste collection services with a solid waste management fee
9 assessment of 1,750.00, per building.

10 (C) Non-residential use sites shall be provided with solid waste collection services at
11 a solid waste management fee of \$1,750.00, per building.

12 (D) For the fiscal year beginning October 1, 2011, the total solid waste management
13 fee assessment throughout the Village is estimated to be \$733,440.00.

14 (E) The solid waste management fee assessment for solid waste collection services is
15 hereby approved and shall continue to be the current schedule for solid waste collection,
16 transportation, separation and disposal service in subsequent years unless and until a new
17 management fee assessment is established by separate ordinance.

18 (F) The solid waste management fee assessment shall constitute a lien upon the real
19 property, so assessed equal in rank and dignity with the liens of all state, county, district and
20 municipal taxes and other non-ad valorem assessment.

21 **Section 4. Effect and Adoption of Ordinance.** The adoption of this Ordinance shall
22 be the final adjudication of the issues presented unless proper steps shall be initiated in a court of
23 competent jurisdiction to secure relief within twenty (20) calendar days from the date of this
24 assessment.

1 **Section 5. Severability.** The provisions of this Ordinance are declared to be
2 severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be
3 held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining
4 sections, sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it
5 being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any
6 part.

7 **Section 6. Repeal of Conflicting Provisions.** To the extent any provisions of the
8 Code conflict with this Chapter, those provisions are repealed in its entirety.

9 **Section 7. Effective Date.** This Ordinance shall be effective upon adoption on
10 second reading.

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12 FIRST READING: _____

13 SECOND READING: _____

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17 _____
18 Roxanna Ross, Mayor

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23 _____
24 Maria C. Camara, Village Clerk

25
26
27 Approved as to form:

28
29
30 _____
31 Village Attorney
32

**The foregoing ordinance upon being put
to a vote, the vote was as follows:**

Mayor Ross : _____
Vice Mayor Bernard: _____
Commissioner Anderson: _____
Commissioner Childress : _____
Commission Cooper: _____



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Village Manager

John J. Hearn
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Maria Camara
Village Clerk

May 18, 2011

To: Mayor Roxana Ross
Vice Mayor Steve Bernard
Commission Bob Anderson
Commissioner Al Childress
Commissioner Bryan Cooper

From: Ana M. Garcia, Village Manager

Re: Resolution 2011-27 – Execution of Interlocal agreement with Miami-Dade County to provide a single stream curbside collection of recyclable materials within the Village of Biscayne Park; and authorizing the Village Manager to provide written notice of termination to Miami Shores as to the termination/cancellation of their recycling collection services effective October 1, 2011.

Background Analysis:

Earlier this year, the Ecology Board contacted Miami-Dade County's Solid Waste Management Division to get information on their single-stream recycling program. Last month, Jeanmarie Manze Massa from Miami-Dade County gave a presentation of the program at the commission meeting. With this program, the County will:

- Deliver a 65-gallon cart with wheels and lid to each residence of the Village (Residents can contact the county to request a smaller 35-gallon cart or a larger 95-gallon cart instead. Or they can purchase an additional cart at a cost of \$50 each);
- Provide public information on "how to" utilize their program, calendars, and what can and can't be recycled through mailings. Residents can also sign up for recycling alerts via text messages;
- Provide collection of recyclable materials every other week;
- Provide access to residents through 3-1-1 to check recycling day, exchange or order carts, report service problems; and,
- Provide residents with the ability to recycle more materials than what is currently accepted with our current recycling provider.

Fiscal/Budgetary Impact:

The Village currently utilizes the recycling collection service of Miami Shores. Our current fee with Miami Shores is \$35,000.00. The Village Manager proposes to issue written notice of cancellation/termination to Miami Shores, effective October 1, 2011.

The cost of this program with Miami-Dade County is \$2.48 per month per residence (household), or \$38,747.52 per year, which would be an increase in recycling costs to the Village per year of \$3,748.00. However, despite this "increase" the Village has been able to budget accordingly, and is able to absorb

Manager Recommendation

Page 1 of 2

this nominal increase in cost, which will therefore, not result in an increase in the Village resident's annual waste fee assessment. The fee is proposed to remain \$558.00.

The goal of utilizing this program is to provide a better, easier and more efficient service to encourage residents to recycle more. The program is intended to provide both an ecological benefit to the entire community and a financial benefit with an anticipated reduction in our tipping fees.

In speaking with Esmond Scott from the City of North Miami Beach, he advised that North Miami Beach began recycling with the County as of October 2010. They had no recycling service prior to that. When asked whether he had seen a reduction in tipping fees, he explained that it was difficult to make that clear-cut determination as to a direct cost relating to recycling as they had also implemented "long dumps" vs. "short dumps," which also impact their tipping fees. Mr. Scott also advised that he would be performing a more detailed analysis to determine the impact of each change within their system, but would not have any detailed data for a couple of months.

Since the Village currently has a recycling program in place, and would only be changing the provider, as opposed to North Miami Beach who had no recycling program, it would be more advantageous for the Village to complete a full budget cycle under the County program (October 2011 – September 2012), before making any adjustments to what the Village has budgeted for tipping fees.

Manager Recommendation:

Manager recommends approval with a start date of the recycling program with Miami-Dade County beginning October 1, 2011.

Village Attorney Analysis and Recommendation: Approval

The attached interlocal agreement, with associated Memoranda of Understanding (MOUs), create the "complete" contract document relating to recycling services. The Village Attorney requested that the County update its interlocal into one complete document, rather, than relying on a dated interlocal agreement, that has been "updated" by the MOUs. The County representative and the County Attorney's office, Tom Robertson, confirmed that that the County is authorized to make minor modifications or clarifications via MOU. The material terms of the Interlocal Agreement are not being altered by the MOU. As such, the Village may proceed with the execution of the Interlocal Agreement for Solid Waste Services.

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3 **RESOLUTION NO. 2011-27**
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5 **A RESOLUTION OF THE VILLAGE COMMISSION**
6 **OF THE VILLAGE OF BISCAYNE PARK, FLORIDA,**
7 **AUTHORIZING THE MAYOR TO EXECUTE AN**
8 **INTER-LOCAL AGREEMENT WITH MIAMI-DADE**
9 **COUNTY TO PROVIDE CURBSIDE COLLECTION OF**
10 **RECYCLABLE MATERIALS WITHIN THE VILLAGE;**
11 **AND PROVIDING FOR AN EFFECTIVE DATE.**
12

13 WHEREAS, the Village of Biscayne Park seeks to continue its efforts to encourage
14 recycling from its residents and to provide an improved method; and,
15

16 WHEREAS, the Ecology Board members initiated the contact with Miami-Dade
17 County to provide a presentation of their curbside recycling program; and,
18

19 WHEREAS, the County has a proven record of providing recycling programs and is
20 best situated to handle this program on behalf of the Village of Biscayne Park; and,
21

22 WHEREAS, the Village of Biscayne Park desires to enter into an Inter-local Agreement
23 with Miami-Dade County, whereby all residents within the Village of Biscayne Park will be
24 provided with curbside collection service of recyclable materials every other week beginning
25 in October 1, 2011; and,
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27 WHEREAS, during the first fiscal year from October 1, 2011 to September 30, 2012,
28 the monthly cost per single family residence will be \$2.48; and,
29

30 WHEREAS, during the second fiscal year from October 1, 2012 to September 30,
31 2013, the monthly fee paid by the Village to the County for the curbside recycling program
32 will be adjusted in an amount not to exceed 3% of the cost from the previous year; and,
33

34 WHEREAS the Mayor and Village Commission of the Village of Biscayne Park have
35 determined that entering into an Inter-local Agreement (attached hereto as Exhibit "A") will
36 preserve our environment and community today and for all future generations to come.
37

38 NOW THEREFORE BE IT RESOLVED BY THE VILLAGE COMMISSION OF THE
39 VILLAGE OF BISCAYNE PARK, FLORIDA:
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41 **Section 1.** The foregoing "Whereas" clauses are hereby ratified and confirmed as
42 being true and correct and hereby made a specific part of this Resolution upon adoption hereof.
43

44 **Section 2.** The Mayor and Village Commission of the Village of Biscayne Park,
45 Florida, approve the Inter-local Agreement between the Village of Biscayne Park and Miami-
46 Dade County for the curbside recycling program, and authorize the Mayor to execute the
47 Agreement and authorize the manager to exercise the provisions contained therein, copies of
48 which are attached hereto and incorporated herein by reference.

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Section 3. This Resolution shall become effective upon adoption.

PASSED AND ADOPTED this ____ day of May, 2011.

**The foregoing resolution upon being
Put to a vote, the vote was as follows:**

Roxanna Ross, Mayor

Attest:

Maria C. Camara, Village Clerk

Approved as to form:

Village Attorney

Mayor Ross : ____
Vice Mayor Bernard: ____
Commissioner Anderson : ____
Commission Childress : ____
Commissioner Cooper: ____



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Ana Garcia
Village Manager

John J. Hearn
Village Attorney

Maria Camara
Village Clerk

May ____, 2011

Jeanmarie Manze Massa
Miami-Dade County
Department of Solid Waste Management
2525 NW 62nd Street, 5th Floor
Miami, FL 33147

Re: Memorandum of Understanding (MOU) to the Interlocal Agreement between Miami-Dade County (County) and the Village of Biscayne Park (Village) for inclusion in the Miami-Dade County Curbside Recycling Program

Dear Ms. Massa;

This MOU between the Village of Biscayne Park and County is further intended to clarify and/or amend the terms and conditions of the above-referenced Interlocal Agreement. As allowed by section XIII, other recycling options may be negotiated at a cost and scope agreeable to both parties. The relevant terms addressed by this MOU are set forth below as follows:

Section III: Agreement Governs; Entire Agreement

Line 2 – Delete the word "previously".

Section IV: Recycling Service

This is further clarified to stipulate that the county will share its log of all 3-1-1 call from the Village's residents regarding recycling services provided to them on a weekly, monthly or quarterly basis.

Section V: Authorization/Responsibilities

Paragraph 2 is further clarified and amended to provide the following:

The Village shall not be required to comply or be liable for, on the County's behalf, and non-scope related terms in the Contracts (including, without limitation, insurance, indemnification, and other non-scope relate requirements) which are solely the responsibility of the contracting parties (i.e. the County and/or the Contractor, as the case may be)

Section VI: Payment

Line 2: reference to the "Monthly Fee" shall refer to the fee set forth in paragraph 2 thereof.

Line 7: Delete the word "consisting". Replace with "consistent".

Paragraph 2: The first fiscal year will be October 1, 2011 and September 30, 2012 of this Interlocal Agreement.

Paragraph 3: The second fiscal year will be October 1, 2012 and September 30, 2012 of this Interlocal Agreement.

In 2011 municipalities on the program agreed to revise the timeframe used to determine the Consumer Price Index (CPI) increase or decrease from the October 1 through September 30 timeframe to a timeframe of June (of previous year) through June (of the current year). This enables us to provide the cost per household information to each municipality in July instead of November after everyone has already adopted their budgets. Therefore, line 6 will read "based on the change in such Index from June (of the previous year) through June (of the current year).

Paragraph 4: Line 2: delete the word "twenty". Replace with "thirty".

Section VII: Containers

Paragraph 1, line 7: the phrase "through" the life of any contracts and/or subsequent extension" is intended to refer to the term of this Interlocal Agreement and any extensions thereof.

Section VII is further clarified and amended to provide the following:

It is agreed that participating residents of the Village, at no addition expense to either the resident or the Village may request an exchange of a larger (approximately 95 gallons) or smaller (approximately 35 gallons) container from the County.

It is agreed that any recycling containers that are damaged will be repaired or replaced at the discretion of the County, at no expense to participating residents or to the Village.

It is agreed that in the event new recycling containers required, or repaired/replaced containers are necessary, such action shall be completed by the County with fourteen (14) days of notification by the Village or the participating resident, whichever notice is earlier.

It is agreed that in the event a participating resident requests an additional recycling container it shall be provided at a flat rate, as established by the County for all Program participants (as set forth annually in the Department's fee schedule as part of the annual budget). Stolen containers will only be replaced if a Village of Biscayne Park Police case number is provided by the resident to the County.

Section VII, Paragraph 4, is clarified to provide that the cost of the recycling containers shall be amortized over a ten (10) year period, commencing upon the effective date the Agreement:

The Village's portion for payment of the recycling containers is ready included in the Monthly Fee (\$.40 of the Fee).

Section X: Program Revision

Further clarified and amended to provide the following;

It is agreed by the parties that this Section is intended to mean that no changes to the terms of Program service provided the Village shall be made without the prior written approval of the Village of Biscayne Park.

Section XI: Service Initiation Schedule

Delete XI. Replace with XII.

Delete the word "of." Replace with "to."

The terms of this Memorandum of Understanding are agreed to by the Village (as indicated by the signature of the Village Manager, below) and are hereby incorporated into the Interlocal Agreement, as provided in Section XVI thereof,

Ana M. Garcia, Village Manager

Date

The terms of this Memorandum of Understanding are agreed to by Miami-Dade County (as indicated by the signature of the Director of the Department of Solid Waste Management, below) and are hereby incorporated into the Interlocal Agreement, as provided in Section XVI thereof.

County Mayor or Designee

Date

**INTERLOCAL AGREEMENT FOR
INCLUSION IN THE MIAMI-DADE COUNTY
CURBSIDE RECYCLING PROGRAM**

MUNICIPALITY: _____

This Interlocal Agreement ("Agreement") is made and entered into this ____ day of _____, _____, by and between Miami-Dade County ("County") and _____ ("Municipality") in order that the Municipality may be included as a portion of the COUNTY SERVICE AREA to be provided with curbside collection of recyclable materials under the terms and conditions agreed to between the County and any Contractors that the County enters into contracts with for the provision of Recycling Collection Services, Recycling Processing Services, Recycling Container Manufacturing and Delivery Services, or other Recycling Services as necessary.

Section I: Definitions

In all instances, terms used in this Agreement shall have the definitions as contained in any Contracts that the County enters into for the provision of Recycling Collection Services, Recycling Processing Services, Recycling Container Manufacturing and Delivery Services, or other Recycling Services as necessary ("Contracts").

Section II: County Services Area – Municipality's Portion

The Municipality's portion of the entire County Services Area is designated on the attached map (Exhibit "A"), incorporated herein by reference).

Section III: Agreement Governs; Entire Agreement

This Agreement supersedes any previous agreements that the County and the Municipality may have previously had for recycling services.

Section IV: Recycling Service

Residents of single-family housing within the Municipality will be provided with curbside collection service of recyclable materials in the manner provided for in the Contracts. All residents included in the program will be responsible for preparation and placement of materials in the manner specified pursuant to the Contracts. All participating residents of the Municipality will be eligible to call the County's 3-1-1 Answer Center to receive assistance and information regarding recycling services provided to them.

Collection of materials will take place on a schedule consistent with the hours and days provided for the unincorporated area. Days or hours differing from the unincorporated area collection service but coinciding with regular garbage or trash service within the Municipality (e.g., Wednesday and Saturdays) may be provided subject to negotiation and agreement with Contractor and approval by the County.

Section V: Authorization/Responsibilities

The Municipality hereby authorizes the County to act on its behalf in the administration of the contract for this recycling service in the areas of municipal jurisdiction. However, the Municipality will be responsible for monitoring all aspects (collection days, hours, equipment, personnel etc.) of any Contractor's performance within its jurisdiction and reporting any problems or violations to the County in order to initiate corrective action in accord with the Contracts.

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**INTERLOCAL AGREEMENT FOR
INCLUSION IN THE MIAMI-DADE COUNTY
CURBSIDE RECYCLING PROGRAM**

The Municipality agrees to abide by all those terms and conditions that the County agrees to meet as contained in the Contracts except as modified herein.

The Municipality agrees to provide the County with an update of additions and deletions to this list each month in a format to be specified by the County. This update shall be delivered to the County on the first day of the month. Any discrepancies between the Municipality's monthly house count and the Contractor's monthly billing allocated to the Municipality shall be reconciled through a field inspection to be performed by the County within 60 days, with any corrections to be reflected in the subsequent month's billing to the Municipality.

Section VI: Payments

In compensation for provision of this recycling collection service on a regular basis, the Municipality will make monthly payments to the County in an amount equal to the Monthly Fee or such other fee, as negotiated subject to approval by the County and the Municipality, times the average number of Residential Properties serviced during that month within the Municipality's portion of the entire County Service Area. This payment will not be dependent upon the number of households participating in the program, but will be a flat rate for each household. The County will charge the Municipality consisting with the costs to the residents within the unincorporated area of the County.

During the first fiscal year (between October 1, 2008 and September 30, 2009) of this Interlocal Agreement, the monthly fee will be \$2.47 per household per month. This fee is consistent with the cost that residents of the unincorporated area are paying for the same period.

During the second fiscal year (between October 1, 2009 and September 30, 2010) of this Interlocal Agreement and annually thereafter through the final year of Agreement, the monthly fee paid by the Municipality to the County for the services to be provided will be adjusted by the percent change in the Consumer Price Index (CPI), All Urban Consumers, South Urban, All items, annual average during the previous Service Year, not to exceed three percent (3%) based on the change in such Index from October 1 through September 30 of the previous year. The source of the consumer price indices applied in the annual adjustment to the Collection Payment shall be the U. S. Bureau of Labor Statistics. Each adjustment shall be in effect for the following 12-month period. The Amount paid per Household shall be extended to all Households served based on the Household counts provided by the County in accordance with provisions of this Agreement.

The Municipality shall be responsible for delivering payment for recycling collection services to the County within twenty (30) days of the date of an invoice from the County. The County shall be responsible for making the total Monthly Payment for the entire Service Area, including the Municipality's portion, to the Contractor in accord with all the Contracts.

Section VII: Containers

The County shall be responsible for purchase of a sufficient number of containers to provide a container to each Residential Property in the program. All containers delivered within the incorporated area shall be the property of the Miami-Dade County Recycling Program and will be printed with the County's information, not the municipality's. These containers are for the permanent use of the household to which they are delivered for the specific purpose of participation in the curbside recycling program. The containers are intended to remain with each property through the life of any contracts and/or any subsequent extensions. In the event that a unit's residents vacate the property, the containers shall remain at that location for use by

**INTERLOCAL AGREEMENT FOR
INCLUSION IN THE MIAMI-DADE COUNTY
CURBSIDE RECYCLING PROGRAM**

the subsequent residents. The Municipality shall not mark or label the containers in any fashion.

Additional or "new" containers shall be placed at newly constructed and occupied Residential Properties added into the program by the County at no cost to the resident or the Municipality.

Lost or stolen containers will be reported to the County and will be replaced by the County within a timeframe consistent with the timeframes provided to residents of the unincorporated area.

In the event that the Municipality withdraws from this Interlocal Agreement prior to the final debt payment for recycling containers, the Municipality will pay the remaining amortized cost of those containers in the Municipality within one year of withdrawal.

Section VIII: Reporting

The County shall send the Municipality correspondence in a manner and on a schedule mutually agreed upon by the Municipality and the County. The Municipality shall also be sent a copy of any Annual Reports required by the contracts.

Staff of the Municipality will also be notified of all, and may attend any, regular meetings held with the Contractor to review performance.

Section IX: Enforcement

The Municipality agrees to take such steps as may reasonably be necessary to protect the County's ownership of all recyclable materials placed at curbside for collection under the terms of the Contracts, including the preparation and submission of an anti-scavenging ordinance for the Municipality. The staff of the Municipality shall propose anti-scavenging laws as agreed upon between the Municipality and the County.

Unless provided otherwise by County ordinance, the Municipality shall be responsible for enforcement of this recycling program in that portion of the service area within its incorporated limits.

Section X: Program Revisions

Minor program adjustments affecting the entire Service Area may be made from time to time as agreed to by the County and the Contractors. Such minor adjustments could include, but would not be limited to, such items as variations in the required preparation of materials by the resident or hours of collection. In the event that such changes will require notice to the residents, the County and the Contractors shall jointly take full responsibility for providing adequate notice to all of the residents.

Any major program changes having a material impact on the financial relationship among the parties or resulting in substantial variation in the amount and type of Recyclables collected shall be subject to review by the Municipality.

Section XI: Liquidated Damages

In the event that the Contractor fails to perform in accord with the Contract, liquidated damages will be imposed by the County as provided for in the Contracts.

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**INTERLOCAL AGREEMENT FOR
INCLUSION IN THE MIAMI-DADE COUNTY
CURBSIDE RECYCLING PROGRAM**

Section XI: Service Initiation Schedule

Contractor will initiate delivery of containers and pickup of Recyclable Materials to the Municipality within 60 days of execution of this Agreement. Service will commence within two weeks of receipt of each household's receipt of a container.

Section XIII: Other Recycling Program Options

The Municipality and the County may negotiate any other recycling options at a cost and scope agreeable to both parties.

Section XIV: Default/Termination

Failure of the Municipality to make payment to the County in accord with the provisions of Section VI of this Agreement shall constitute default. In the event that such default occurs, the County shall provide written notice to the Municipality concerning the nature of this default. The Municipality shall have thirty (30) days from the date of the notice in which to resolve the default, the County shall have option to terminate this agreement and/or withhold local revenue that the County distributes to the Municipality in an amount sufficient to pay for all recycling services provided to date for which the Municipality has failed to make payment.

Either party may terminate this Agreement without cause by communicating the desire to do so in writing 30 days prior to the termination date.

Section XV: Grant Funds

The Municipality may choose to utilize any grant funding available to pay all or part of the monthly payments due to the County.

Section XVI: Amendment to Agreement

Except as otherwise provided for herein, this Agreement may be modified, altered or amended only by a written amendment duly executed by the parties hereto. Any oral representations or modifications concerning this Agreement shall be of no force or effect.

Section XVII: Headings

Captions and headings in this Agreement are for ease of reference only and do not constitute a part of this Agreement and shall not affect the meaning or interpretation of any provisions herein.

Section XVIII: Approvals

Whenever approval of a Party is required by this Agreement, such approval shall not be unreasonably withheld.

Section XIX: Performance by Parties

Except as otherwise provided in this Agreement, in the event of any dispute arising over the provisions of this Agreement, the parties shall proceed with the timely performance of their obligations during the pendency of any legal or other similar proceedings to resolve such dispute.

Section XX: Rights of Others

Nothing in the Agreement express or implied is intended to confer upon any person other than the parties hereto any rights or remedies under or by reason of this Agreement.

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**INTERLOCAL AGREEMENT FOR
INCLUSION IN THE MIAMI-DADE COUNTY
CURBSIDE RECYCLING PROGRAM**

Section XXI: Counterparts

This Agreement may be executed in one or more counterpart(s), each of which shall be deemed an original.

Section XXII: Waiver

There shall be no waiver of any right related to this Agreement unless in writing signed by the party waiving such right. No delay or failure to exercise a right under this Agreement shall impair such right or shall be construed to be a waiver thereof. Any waiver shall be limited to the particular right so waived and shall not be deemed a waiver of the same right at a later time, or of any other right under this Agreement.

Section XXIII: Time is of Essence

It is mutually agreed that time is of the essence in the performance of all terms and conditions to be kept and performed pursuant of this Agreement.

Section XXIV: Representations of the County

The County represents that

- (1) this Agreement has been duly authorized, executed and delivered by the Board of County Commissioners as the governing body of the County, and
- (2) it has the required power and authority to perform this Agreement.

Section XXV: Representations of the Municipality

The Municipality represents that

- (1) this Agreement has been duly authorized, executed and delivered by the Board of Commissioners as the governing body of the Municipality, and
- (2) it has the required power and authority to perform this Agreement.

Section XXVI: Approvals and Notices

Notices and approvals required or contemplated by this Agreement shall be written and personally served or mailed, registered or certified United States mail, with return receipt requested, addressed to the parties as follows:

To the County:
Miami-Dade County Department of Solid Waste Management
2525 NW 62nd Street, Suite 5100
Miami, Florida 33147
Attn: Department Director
305-514-6628

To the Municipality:

_____, Florida _____
Attn.: _____

Section XXVII: Term

The initial term of this Agreement shall begin on the date of execution of this Agreement and end within 30 days of either party requesting termination. Upon any and all renewal(s) of the

**INTERLOCAL AGREEMENT FOR
INCLUSION IN THE MIAMI-DADE COUNTY
CURBSIDE RECYCLING PROGRAM**

Contracts in accordance with Article 1 thereof, this Agreement shall automatically be extended without separate written amendment for the term(s) of any and all such renewal period(s).

IN WITNESS WHEREOF, Miami-Dade County, Florida, has caused this Agreement to be executed in its name by the County Manager or this designee, attested by the Clerk of the Board of County Commissioners and has caused the seal of the Board of County Commissioners to be hereto attached; and the Municipality _____, Florida has caused this Agreement to be executed in its name by the Municipal Mayor or designee, attested by the Clerk of the Municipal Council and has caused the seal of the Council to be hereto attached, all on the day and year first written above.

MIAMI-DADE COUNTY, FLORIDA, BY ITS BOARD OF COUNTY COMMISSIONERS

Attest: Miami-Dade County:

Attest: _____ (municipality)

By: _____
County Clerk

By: _____
Municipal Clerk

By: _____
County Mayor or Designee

By: _____
Municipal Mayor or Designee

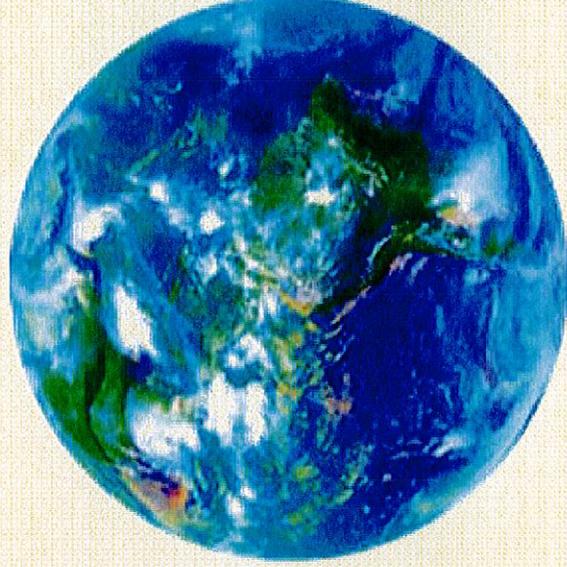
APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: _____
Assistant County Attorney

10

Miami-Dade County's Single-Stream Recycling Program

**Bueno para el planeta.
Fácil para usted.
San Traka pou Anvivoonman.
San Traka pou W.**



**Easy
on the Earth.
Easy on You.**



Village of Biscayne Park

April 5, 2011

Easy on the Earth. Easy on you.

Background – Residential Curbside Recycling Program

In February 2008, the Miami-Dade County Board of County Commissioners approved a new direction for the County's Recycling Program. The original program started in 1990 and served over 340,000 households (just under 1.6 million people).

The new program includes all single-family homes in the solid waste service area as well as the nine municipalities served by the County.

- Aventura
- Cutler Bay
- Doral
- Miami Gardens
- Miami Lakes
- Palmetto Bay
- Pinecrest
- Sweetwater
- Sunny Isles Beach

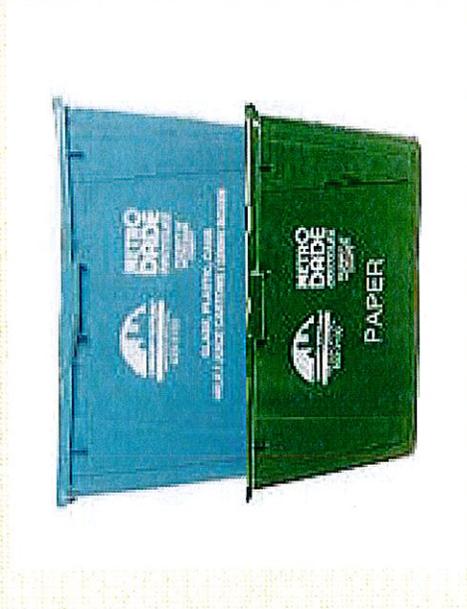
Easy on the Earth. Easy on you.

12 cities have signed inter-local agreements for curbside recycling services with the County

- El Portal
- Florida City
- Medley
- Miami Springs
- Miami Beach
- North Bay Village
- Opa-locka
- Surfside
- South Miami
- Virginia Gardens
- West Miami and
- NORTH MIAMI BEACH – joined in October 2010

The Single-Stream Program

Old: Two 18-gallon bins
Duel Stream



New: One 65-gallon cart with
wheels and a lid. Single stream.



Easy on the Earth. Easy on you.

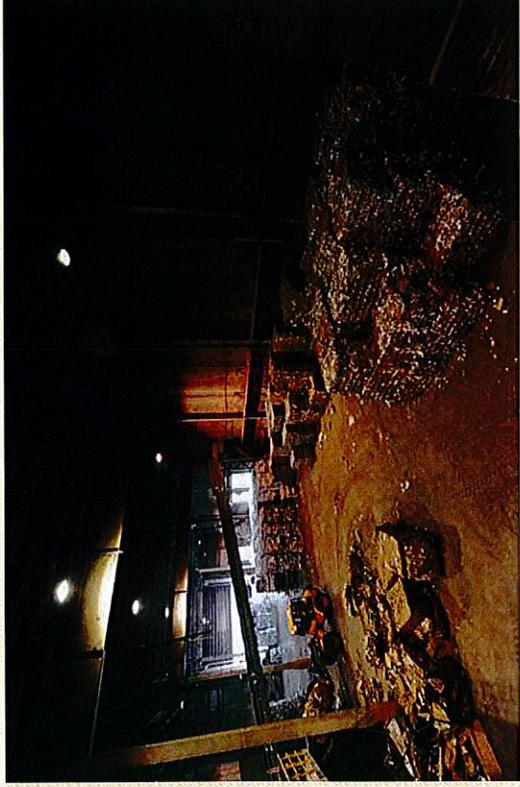
DSWM contracts for the collection and processing of recyclable materials:

- Collection – World Waste Services and Waste Services Inc.



Easy on the Earth. Easy on you.

- Processing at the Waste Management, Inc. Materials Recovery Facility



Easy on the Earth. Easy on you.

How Does the Program Work?

We will deliver a 65-gallon cart with wheels and a lid.

After the program starts you can call 3-1-1 and ask to exchange your 65-gallon cart for a smaller 35- or a larger 95-gallon cart.

Additional carts of all sizes are available and can be purchased for \$50 each.



Public Information

“How to” Brochure

Este mapa jamn bazaman separate sink la recicle m?
 Non. Tout sink ki la recicle yo la rete asasen nan bin reciklaj ble ki la. Si ou se ki vle epi rete tout weso yo lejman, an rete tout yo pou jete. Tout weso yo ki pou rete yo gen mounn 5 pou an mounn ki epi tout pou jete pou ou epi pou yo pa gen okenn debri come, let, kontaminan.

Where do I place the cart for collection?
 The wheels must face your home. If you use a Miami-Dade EZO or other automatic cart, for garage collection, be sure to leave at least 3 feet between the two carts. After collection, return your recycling cart to its storage place.

¿Dónde debe colocar el carro para la recolección?
 Ruéds su carro hasta colocarlo junto a la acera a las 7 a.m. del día en que correspondía la recolección. Coloque el carro a 3 pies de la calle y a no menos de 5 pies de distancia de buzones, carros estacionados u otros obstáculos. Las ruedas del carro deben quedar colocadas de frente a su casa. Si usted utiliza un carro EZO de Miami-Dade u otro carro automático para la recolección de basura, asegúrese de dejar un espacio no menor de 3 pies entre los dos carros. Una vez terminada la recolección, devuelva el carro a su lugar de almacenamiento.

¿Dónde poner mis carros para la recolección?
 Las ruedas del carro deben estar hacia el exterior a las 7 a.m. del día en que correspondía la recolección. Coloque el carro a 3 pies de la calle y a no menos de 5 pies de distancia de buzones, carros estacionados u otros obstáculos. Las ruedas del carro deben quedar colocadas de frente a su casa. Si usted utiliza un carro EZO de Miami-Dade u otro carro automático para la recolección de basura, asegúrese de dejar un espacio no menor de 3 pies entre los dos carros. Una vez terminada la recolección, devuelva el carro a su lugar de almacenamiento.

¿Cómo puedo hacer que mi carro de reciclaje sea más fácil de usar?
 Place bin reciklaj w an a 3 pye de lari a epi omwen 5 pye de bwealye yo, machin ki pouk, come ki balle obstak. Wou yo jete pou bay fas a lakay w. Si w abri ak yon bin Miami-Dade EZO, be sure to leave at least 3 feet between the two carts. After collection, return your recycling cart to its storage place.

¿Hay carros de reciclaje disponibles en otros tamaños diferentes a los de 65 galones?
 Si. Puede cambiar su carro de 65 galones por uno de 35 galones o por uno de 95 galones. Llame al 3-1-1 para solicitar el cambio de su carro.

¿Puedo solicitar un carro de reciclaje adicional?
 Antes de adquirir un carro extra, le solicitamos que cambie su carro de reciclaje de 65 galones por uno de 95 galones. Si el carro de mayor capacidad todavía no resulta suficiente para acomodar todos sus productos reciclables, puede adquirir un carro adicional por un pago único. Sírvase llamar al 3-1-1 para ordenar un carro adicional.

¿Puedo solicitar un carro de reciclaje adicional?
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¿Puedo utilizar otro contenedor que no sea el carro de reciclaje proporcionado por el Condado?
 No. El contenedor de reciclaje automático solo puede recoger los productos reciclables que están colocados en el carro azul de reciclaje proporcionado por el Condado.

¿Puedo utilizar otro contenedor que no sea el carro de reciclaje proporcionado por el Condado?
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Easy on the Earth. Easy on You.
 Beano para el planeta. Fácil para usted.
 Save the planet. Save the you.

Congratulations on receiving your NEW recycling cart!

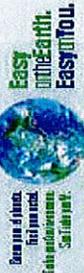
Believe you get a chance, there are a few things you need to know about Miami-Dade County's NEW curbside recycling program.

El Condado de Miami-Dade ofrece un nuevo programa de reciclaje en la acera. Hay algunas cosas que usted debe saber sobre el nuevo programa de reciclaje en la acera. Hay algunas cosas que usted debe saber sobre el nuevo programa de reciclaje en la acera.

MIAMI-DADE COUNTY
 Saving Our World, One Day at a Time



Recycling Sticker



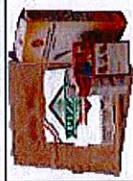
Don't just think
the you need
to be greener.
So do it right.

What materials can I place in the NEW recycling cart?

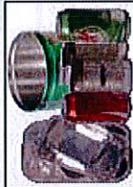
¿Qué materiales puedo colocar en el nuevo carro para reciclaje? • **Ki materyo may en ka maez nan nouvo kin resiklaj la?**



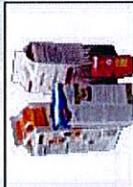
- Paper Products
- Productos de papel
- Papeye



- Cardboard (flatten all boxes)
- Cartón (pliegue todas las cajas)
- Kabon (plati tout bwat yo)



- Metals - Food and Beverage Containers
- Metales - Envases para alimentos y bebidas
- Metal - veso Manje ak Bweson yo



- Aseptic Containers
- Contenedores asépticos
- Vesu A seplik yo



- Glass (clear, brown and green)
- Cristal (transparentes, marrones y verdes)
- Vè (transparent, mawon ak vè)



- Plastic Containers (no caps or lids) - Narrow necks only
- Envases plásticos (sin las tapas o tapones) - Sólo de boca estrecha
- Vesu plastik (san bouchon oswa kourvèl) - Sèlman sa ki gen kou long yo

What is NOT allowed in the cart?

¿Qué no se permite colocar en el carro? • **Kisa yo no pamièt nan kin lan?**



- Batteries
- Pilas
- Batrì



- Unnumbered Plastics, Plastic Bags
- Plásticos sin numerar, bolsas plásticas
- Plastik ki pa gen nimewo sou li, sachè plastik



- Certain Glass Products
- Ciertos productos de cristal
- Sèten Otyè an Glas



- Other Non-recyclables
- Otros artículos no reciclables
- Lòt artik ki pa pou resiklaj

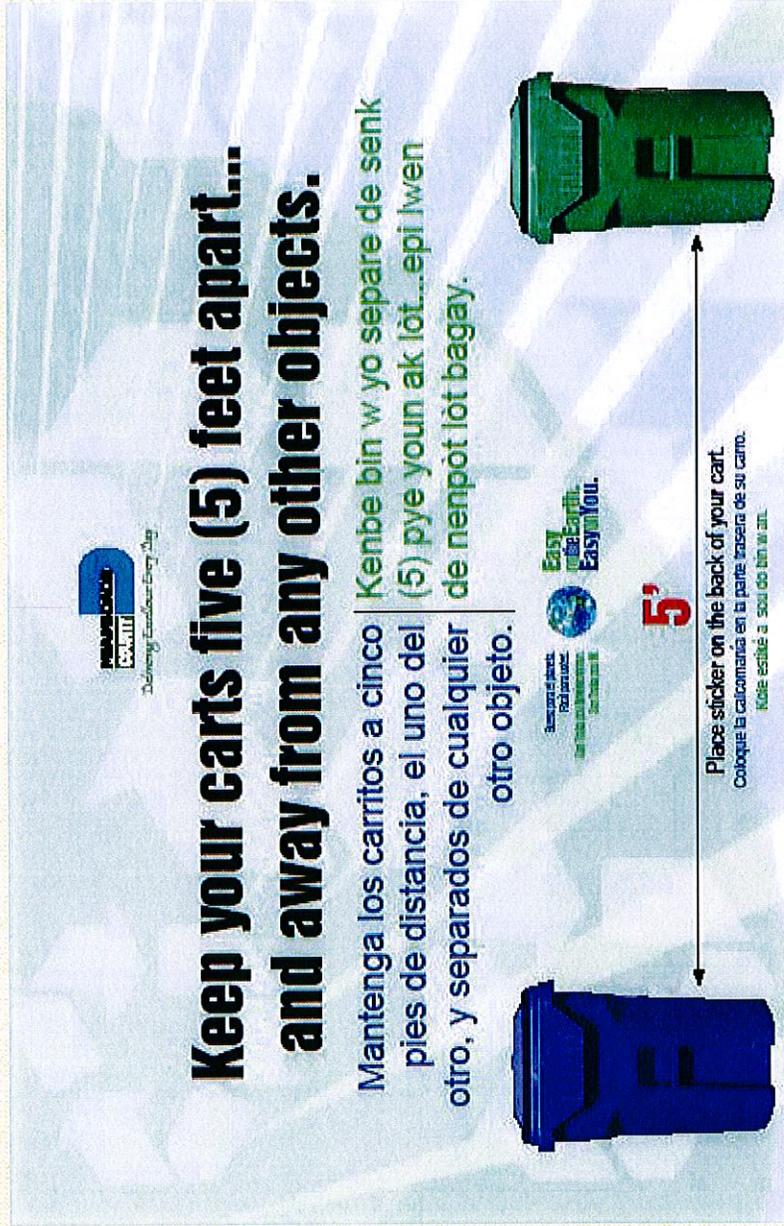


Driving Excellence Every Day

Call 3-1-1 or click [miamidade.gov](#) to learn more.
Llame al 3-1-1 o haga clic en línea en [miamidade.gov](#) para más información.
Relle? 1-1 [oswa klike sou miamidade.gov](#) pou aprann plis.



Cart Placement



**Keep your carts five (5) feet apart...
and away from any other objects.**

Mantenga los carritos a cinco
pies de distancia, el uno del
otro, y separados de cualquier
otro objeto.

Kenbe bin w yo separe de senk
(5) pye youn ak lòt...epi lwen
de nenpòt lòt bagay.

5'

Place sticker on the back of your cart.
Coloque la calcamánia en la parte trasera de su carro.
Kole estile a sou do bin w an.

MIAMI-DADE COUNTY

MIAMI-DADE COUNTY
Delivering Excellence Every Day

MIAMI-DADE COUNTY
Easy on the Planet.
Hard on the Waste.
Let's make our planet greener.
Sustainable.

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Sustainable.

Easy on the Earth. Easy on you.

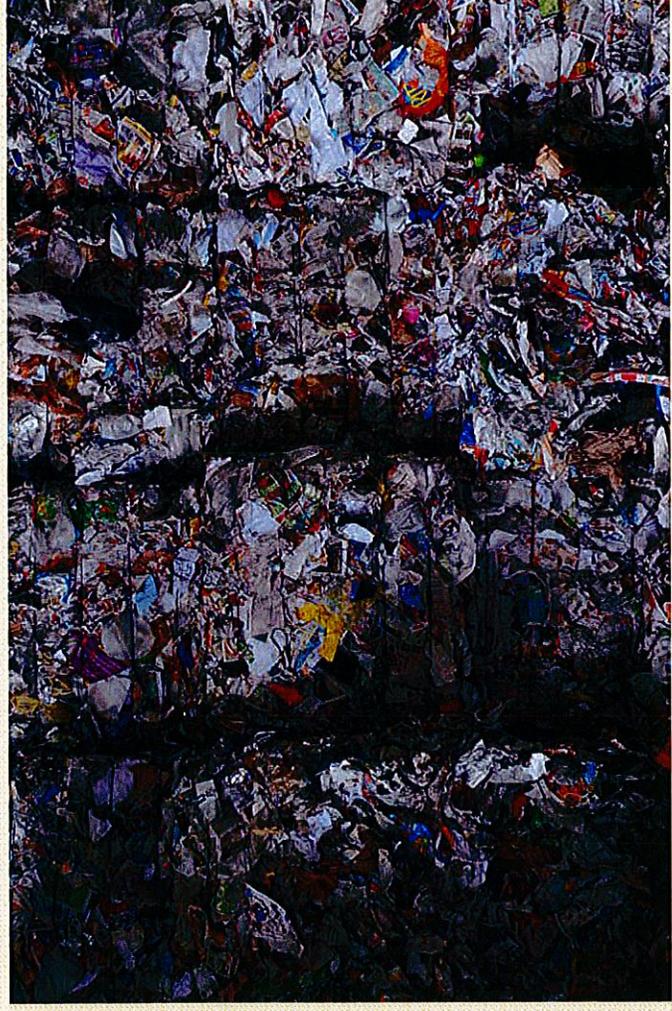
Residents place all recyclable materials in the cart.
Bring the cart to the curb by 7:00 a.m. on recycling day.
Collection is every-other-week.



Easy on the Earth. Easy on you.

We are recycling an average of 5,000 tons a month. That's 10 million pounds of recyclables every thirty days.

What happens once it's all collected? Let's visit the Materials Recovery Facility to find out.....



Materials Recovery Facility

The material is sorted at the Materials Recovery Facility using mechanized screens, gravity, electrical separation, optical sorting and,,,



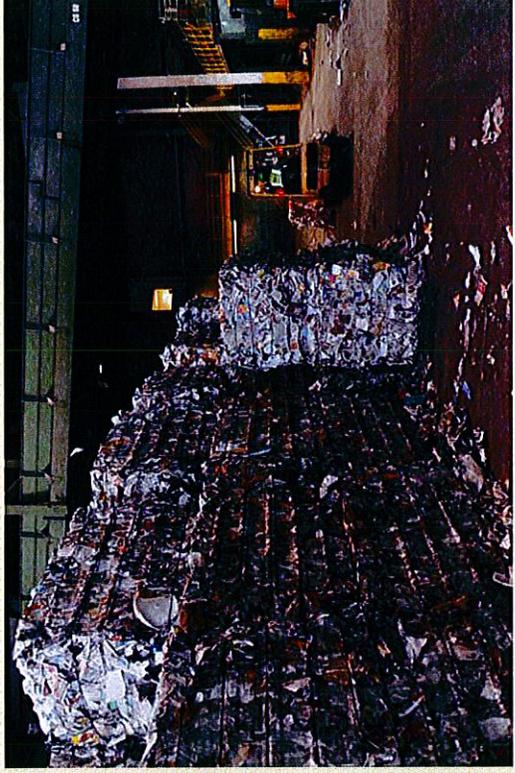
Easy on the Earth. Easy on you.

some manual sorting.



Easy on the Earth. Easy on you.

The separated materials are then readied for sale on the world market and shipped to various manufacturers for reuse as the raw product in recycled content materials.



MIAMI-DADE COUNTY INBOUND RECYCLING TONNAGES

MONTH	2007	2008	2009	2010	2011
January	2848.07	2773.57	5250.13	4974.96	5329.48
February	2460.67	2210.56	4361.76	4508.79	4391.88
March	2588.33	2430.29	4985.97	5043.03	5097.79
April	2509.02	2383.50	4983.76	5211.18	
May	2680.94	2447.17	4932.41	4974.91	
June	2610.71	2386.14	5556.74	5099.81	
July	2446.95	2707.51	5175.85	4998.36	
August	2452.19	2973.10	4846.90	5263.32	
September	2313.75	3413.77	5131.61	5014.33	
October	2811.53	4567.13	5089.63	4948.12	
November	2778.35	4369.87	4849.14	5271.27	
December	2462.22	5543.84	5780.85	5526.34	

Easy on the Earth. Easy on you.

Municipal information:

- **Interlocal Agreement with MDC**
- **Every-other-week collection**
- **Municipality provides list of households**
- **DSWM delivers a 65 gallon cart to each household**
- **DSWM bills Municipality \$2.48 per household per month – increases or decreases annually in October based on June CPI**
- **\$2.48 includes service, cost of cart and annual mailings**

Easy on the Earth. Easy on you.

Residents can call 3-1-1:

- ***To check recycling day***
- ***To exchange or order additional carts***
- ***To report service problems***

Residents can log on to www.miamidade.gov/dswm to learn more about curbside recycling and request recycling alerts.

Easy on the Earth. Easy on you.

Thank you for recycling!

Questions?





Village of Biscayne Park

640 NE 114th Street
Biscayne Park, FL 33161

Tel: 305 899 8000

Fax: 305 891 7241

Mayor and Commission

Roxanna Ross
Mayor

Steve Bernard
Vice Mayor

Robert "Bob" Anderson
Commissioner

Albert Childress
Commissioner

Bryan Cooper
Commissioner

Ana Garcia
Village Manager

John J. Hearn
Village Attorney

Maria Camara
Village Clerk

May 18, 2011

To: Mayor Roxana Ross
Vice Mayor Steve Bernard
Commission Bob Anderson
Commissioner Al Childress
Commissioner Bryan Cooper

From: Ana M. Garcia, Village Manager

Re: Resolution 2011-28 – Annual waste fee assessment for fiscal year 2011-12

Background Analysis:

For ten consecutive years, the Village of Biscayne Park raised its sanitation fees. An end to these escalating fees came in 2010, the same year that the Village faced one of the largest revenue losses in its history due to a drastic decline in property taxes. The goal of this administration was a recommendation to hold the line on both sanitation fees and property taxes and that was achieved.

This year our mission is not only to keep the fee the same, but to raise the bar on services by implementing a quarterly Village wide sweep for trash and yard debris (excludes garbage which is also referred to as kitchen waste) and to enhance our recycling program by changing our provider and partnering with Miami Dade County on this initiative. The County's recycling program makes it easier and more convenient to recycle. A cleaner alternative from our current program and an opportunity for our residents to recycle more, actually for all of us to recycle more!

Public Works, Finance and the Manager's office have met several times and we have successfully completed an assessment of the budget, a review of the services that we want to deliver, and every improvement that is needed from personnel to equipment.

Fiscal/Budgetary Impact:

An annual waste fee assessment to each residential unit in the amount of \$558, and \$1,750 for multi-family (four or more unit) residential buildings and non-residential units for a grand total of \$733,440.

Manager Recommendation:

The budget as presented with the recommendations provided is something that has been an extensive and collective effort and we recommend approval.

Manager Recommendation

Page 1 of 2

Village Attorney Recommendation: Approval

Should the Village proceed with the proposed annual waste assessment fee for fiscal year 2011-12, the proposed assessment includes a proposed assessment fee for non-residential uses and for multi-family (4 units or more) uses of \$1,750, then the Village should amend Section 17.4 of the Village's Code relation to solid waste and fees assessments. As such, the Ordinance would require amending prior to October 1, 2011, to include this assessment in the code. (See Ordinance 2011-01 and memorandum in this agenda packet.)

If the Village does not intend to amend Section 17.4 of the Village's Code of Ordinances, then, the Village Commission should strike the amount of \$5,250 (3 sites at \$1,750 = \$5,250) from the fee assessment and ensure that these entities are provided notice that they should obtain solid waste services from an approved County vendor.

1
2
3 **RESOLUTION NO. 2011-28**
4

5 **A RESOLUTION OF THE VILLAGE COMMISSION**
6 **OF THE VILLAGE OF BISCAYNE PARK, FLORIDA;**
7 **ESTABLISHING THE ANNUAL WASTE FEE**
8 **ASSESSMENT FOR THE VILLAGE OF BISCAYNE**
9 **PARK FOR THE FISCAL YEAR BEGINNING ON**
10 **OCTOBER 1, 2011; PROVIDING FOR**
11 **SEVERABILITY; PROVIDING FOR INCLUSION;**
12 **AND PROVIDING FOR AN EFFECTIVE DATE.**
13

14 WHEREAS, the Village of Biscayne Park utilizes Miami-Dade County Office of the
15 Property Appraiser, Administrative Division, (hereinafter referred to as "the County") to
16 collect the Village's annual waste fee assessment on the TRIM Notices and Tax Bills; and,
17

18 WHEREAS, the County requires that the Village submit its rate by June 16, 2011; and,
19

20 WHEREAS, for the last ten (10) years, prior to 2010, the Village had raised its annual
21 waste fees every year, but in 2010 the Village kept the rate the same even though the Village
22 faced one of the largest revenue losses in its history due to a drastic decline in property taxes;
23 and,
24

25 WHEREAS, the goal of this administration was to not only maintain the existing 2010
26 rates, but to also raise the level of services provided to residents, which commitment includes
27 changing the Village's recycling program and delegating that authority to Miami-Dade County
28 under its recycling program, and to implement a quarterly (four times per year) Village-wide
29 sweep for trash and yard debris (excluding routine household trash and garbage); and,
30

31 WHEREAS, the Public Works Department, the Finance Department and the Village
32 Manager's office have met several times and have completed a thorough assessment of the
33 Sanitation budget and the necessary and enhanced services to be provided to the residents of
34 the Village of Biscayne Park as they relate to sanitation and waste management; and,
35

36 WHEREAS, the Public Works Department has determined certain necessary
37 improvements to personnel and equipment in providing waste services to the community; and,
38

39 WHEREAS, for the fiscal year beginning October 1, 2011, the total proposed solid
40 waste management fee assessment for the entire Village is estimated to be \$733,440.00; and,
41

42 WHEREAS, the assessed properties are hereby found to be specially benefited by the
43 provision of solid waste collection services, and said solid waste management fee assessment is
44 estimated to be \$558.00 per single-family or duplex residential unit; and
45

46 WHEREAS, the Village Administration seeks to propose a solid waste management fee
47 for multi-family residential units and/or non-residential sites, which premises are more
48 expansive and intense in use than a single-family or duplex use, to be provided an estimated
49 fee of 1,750.00, per site.

1 **NOW THEREFORE IT IS HEREBY RESOLVED BY THE MAYOR AND VILLAGE**
2 **COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA:**
3
4

5 **Section 1.** The foregoing "Whereas" clauses are hereby ratified and confirmed as
6 being true and correct and hereby made a specific part of this Resolution upon adoption hereof.
7

8 **Section 2.** The Finance Director is authorized to submit to Miami-Dade County, by
9 June 16, 2011, Village of Biscayne Park annual waste fee assessment \$558.00 per residential
10 unit, and a fee of \$1,750.00 for each multi-family residential structure and/or non-residential
11 site, which premises are more expansive and intense in use than a single-family or duplex use.
12 The Finance Director is to also provide the County with the data file containing folio numbers
13 with district information, which will be placed on the TRIM Notices and Tax Bills of the
14 Village's residents.
15

16 **Section 3.** Prior to October 1, 2011, the Mayor and Village Council shall update
17 Section 17-4, of the Village's Code of Ordinances entitled "Imposition of Solid Waste
18 Management Fee Assessment", to update the annual solid waste management fee to the fees
19 identified herein.
20

21 **Section 4.** This Resolution shall become effective upon adoption.
22

23 PASSED AND ADOPTED this _____ day of May, 2011.
24

25 **The foregoing resolution upon being**
26 **Put to a vote, the vote was as follows:**
27

28 _____
29 Roxanna Ross, Mayor

Mayor Ross: _____
Vice Mayor Bernard: _____
Commissioner Anderson: _____
Commission Childress: _____
Commissioner Cooper: _____

30
31
32
33 Attest:

34
35
36 _____
37 Maria C. Camara, Village Clerk

38
39 Approved as to form:
40
41
42

43 _____
44 Village Attorney
45

FUND 402: SANITATION FUND

EXPENDITURES

ACCT #	ACCOUNT DESCRIPTION	AUDITED FY 2008-09 ACTUAL	FY 2009-10 ACTUAL	FISCAL YEAR 2010 - 2011			FY 2011-12 MANAGER PROPOSED
				ADOPTED BUDGET	YTD THROUGH 6-30-11	PROJECTED AS OF 9-30-11	
SALARIES & WAGES:							
120-00	Regular Salaries	246,452	223,666	135,382	69,177	138,354	141,377
130-00	Overtime	1,131	531	-	-	-	3,760
	Total Salaries & Wages	247,583	224,197	135,382	69,177	138,354	145,137
210-00	FICA Taxes & Medicare	19,162	17,385	10,357	5,274	10,548	11,103
220-00	Retirement	24,772	15,799	14,892	7,356	14,712	15,631
230-00	Life & Health Benefits	53,075	44,549	30,942	14,656	31,144	31,021
240-00	Workers Compensation Ins.	33,208	22,001	15,409	8,623	17,246	16,089
	TOTAL PERSONNEL	130,217	99,734	71,600	35,909	73,650	73,844
	TOTAL SALARIES & BENEFITS	\$ 377,800	\$ 323,931	\$ 206,982	\$ 105,086	\$ 212,004	\$ 218,981
OPERATING EXPENSES:							
340-00	Professional Services Other	-	300	-	-	-	-
340-00	Accounting & Audit Svc	-	5,200	5,000	-	5,000	5,000
340-15	Landfill Tipping Fees	153,267	190,072	185,000	81,067	185,000	185,000
340-20	Recycling Contract - MS	35,000	17,500	35,000	17,500	35,000	39,000
340-25	Contract County Sanitation Billing	7,073	-	14,600	6,133	14,600	14,600
	Telephones	2,484	350	-	-	-	-
	Postage & Shipping	-	-	-	202	202	-
410-10	Communications Radios	-	-	1,200	-	1,200	1,500
	Electric	1,721	260	-	-	-	-
	Water	745	73	-	-	-	-
450-10	Insurance - Vehicles	3,011	7,106	8,500	1,324	8,500	8,925
450-15	Insurance - Liability	4,734	1,083	5,000	3,518	5,000	5,250
460-25	R & M - Vehicles	14,320	21,716	15,800	7,319	15,000	15,000
490-10	Advertising	-	-	75	-	75	2,000
510-00	Office Supplies	-	-	250	-	-	-
520-00	Operating Supplies	3,546	1,824	2,500	1,523	2,500	2,500
520-05	Uniforms & Clothing	3,063	3,219	2,100	936	2,100	2,100
520-10	Gas & Oil	16,166	13,364	12,000	6,793	14,000	14,000
550-01	Educations & Training	-	-	-	-	-	1,500
590-15	Depreciation-Equipment	12,518	-	12,600	-	12,600	10,000
	TOTAL OPERATING EXPENSES	\$ 257,648	\$ 262,067	\$ 299,625	\$ 126,315	\$ 300,777	\$ 306,375
CAPITAL OUTLAY:							
6xx-xx	Vehicles	-	-	-	-	-	120,000
	TOTAL CAPITAL OUTLAY	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 120,000
DEBT SERVICE:							
710-00	Principal	2,437	27,890	27,020	13,179	27,020	18,000
720-00	Interest	-	-	871	766	871	3,385
	TOTAL DEBT SERVICE	\$ 2,437	\$ 27,890	\$ 27,891	\$ 13,945	\$ 27,891	\$ 21,385
OTHER EXPENSES:							
690-00	Contingency	-	-	21,447	-	15,273	3,907
910-10	Admin Fee - General Fund	50,000	50,000	57,794	28,897	57,794	59,610
910-39	Admin Fee - P.W. Direct Exp	-	-	98,340	49,170	98,340	103,982
	TOTAL OTHER EXPENSES	\$ 50,000	\$ 50,000	\$ 177,581	\$ 78,067	\$ 171,407	\$ 167,499
	TOTAL SANITATION FUND	\$ 687,885	\$ 663,888	\$ 712,079	\$ 323,413	\$ 712,079	\$ 834,240

FUND 402: SANITATION FUND

REVENUES

ACCT.	DESCRIPTION	AUDITED F.Y.E. 9-30-2009 ACTUAL	F.Y.E. 9-30-2010 ACTUAL	FISCAL YEAR 2010 - 2011			FY 2011-12 MANAGER PROPOSED
				ADOPTED BUDGET	YTD ACTUAL THRU 7/31/10	PROJECTED 9-30-2010	
-	Fuel Tax Rebate	-	352				
343.400-10	Garbage / Waste Fees	\$ 683,259	\$ 618,823	\$ 727,074	\$ 645,579	\$ 727,074	\$ 728,190
343.400-11	Discount on Early Payment	-	-	(19,995)	(24,562)	(24,562)	(25,000)
343.400-15	Multi-family/non-residential	-	-	-	-	-	5,250
343.400-20	Special Pick-Up / Lot Clearing	22,630	9,223	5,000	2,920	5,800	5,800
	Loan Proceeds	-	-	-	-	-	120,000
TOTAL REVENUE		\$ 705,889	\$ 628,046	\$ 712,079	\$ 623,937	\$ 708,312	\$ 834,240

SANITATION FUND**SALARIES & WAGES**

	Annual Salary	SS Tax @ .0765%	FRS	Workers' Comp.	Health Benefit*	TOTAL
1 Alphonse, Antoine	21,476	1,643	2,313	2,444	4,960	32,836
2 Anderson, Jessie	20,960	1,603	2,257	2,385	5,220	32,426
3 Daly, Orlando	26,974	2,064	3,304	3,070	5,701	41,113
4 Escarment, Ronald	21,699	1,660	2,337	2,469	4,960	33,126
5 McWilliams, Early	28,617	2,189	3,082	3,257	4,960	42,105
6 Pierre, Jean	21,651	1,656	2,332	2,464	5,220	33,323
	\$ 141,377	\$ 10,815	\$ 15,626	\$ 16,089	\$ 31,021	\$ 214,928

** Health benefit includes Medical Plan plus Gap Plan to cover high deductible. The Gap Plan cost is based on age. Calculations are based on current rate effective June 1, 2011 for 8 months, then 4 months at an estimated increase of 15%.*



Village of Biscayne Park

**Miami Dade County Solid Waste
Management - Monthly Tipping Fees**

Date	Invoice No.	Total Current Charges
10/2/10	14308	\$6,779.86
10/19/10	14388	\$7,183.83
11/2/10	14518	\$6,338.71
11/16/10	14598	\$6,595.61
12/2/10	14707	\$6,758.73
12/16/10	14785	\$5,813.34
1/5/11	14890	\$6,627.57
1/19/11	14988	\$6,459.22
2/2/11	15097	\$6,828.73
2/16/11	15182	\$6,757.27
3/1/11	15290	\$4,895.29
3/17/11	15366	\$7,835.50
4/4/11	15470	\$8,223.02
4/18/11	15553	\$7,708.49
5/3/11	15666	\$6,732.75
Mid May		\$7,306.00 *
June		\$7,306.00 *
Mid June		\$7,306.00 *
July		\$7,306.00 *
Mid July		\$7,306.00 *
August		\$7,306.00 *
Mid August		\$7,306.00 *
September		\$7,306.00 *
Mid September		\$7,306.00 *
Total through May==>		\$101,537.92

Southern Waste Systems

Date	Invoice	Amount
10/15/10		\$282.50
1/11/11		\$283.75
2/28/11		\$286.88
1		\$300.00
2		\$300.00
3		\$300.00
4		\$300.00
5		\$300.00
6		\$300.00
Total		\$853.13

Projected through end of year==> \$167,291.92

\$2,653.13

Grand Total Projected through end of year==> \$169,945.05

Adopted Budget==> \$185,000.00

Difference==> \$15,054.95

* Amount based on average for the same time period last year.

Unit 700-01 2000/FORD STERLING PACKER(T)

Tire Repair	12/29/2010	\$ 95.00
Repair of Emergency Stop Botton	2/15/2011	\$ 285.00
Tire Repair	2/24/2011	\$ 305.00
Preformed Pm Service	3/30/2011	\$ 491.87
Repair of Four way Flashers	4/5/2011	\$ 425.99
		\$ 1,602.86

Unit 700-03 2003/INTER 4300/DT466 PACKER(G)

Repair of broken Cylinder	10/21/2010	\$ 280.00
Repair of Water Pump	11/7/2010	\$ 833.99
Tire Repair	12/20/2010	\$ 495.00
Repair of broken Cylinder	1/13/2011	\$ 889.90
Repair of leaking Brake Fluid	3/30/2011	\$ 774.00
Preformed Pm Service	3/30/2011	\$ 543.89
Repair of A/C unit	4/5/2011	\$ 85.45
Repair of broken Driver Mirror	5/12/2011	\$ 181.03
		\$ 4,083.26

Unit 700-07 2007/INTER 4300/DT466 PACKER(G)

Repair of Flasher & other Electrical Problems	2/15/2011	\$ 209.98
Preformed Pm Service	3/30/2011	\$ 575.37
Repair of Blown Turbo	5/12/2011	3828.02
		\$ 4,613.37

R&M Vehicles YTD**\$ 10,299.49**

070-700-460 33A-HD	12 YARD DUMP TRUCK, TANDEM AXLE, CLASS 8, 64,000 LBS. GVWR (6X4)
	FREIGHTLINER M2, INTERNATIONAL 7000-SERIES, OR APPROVED EQUIVALENT
NOTE:	This detailed specification is not complete unless it is used in conjunction with all conditions of the Technical Specifications.
INTENDED USE	HAULING LOOSE MATERIALS SUCH AS DIRT, GRAVEL, ETC. AND TRANSPORTING UP TO TWO (2) INDIVIDUALS.
	64,000 LBS.
	PAYLOAD CAPACITY 41,800 LBS. (APPROX)
	*GVWR - Gross Vehicle Weight Rating is the total maximum weight of a fully equipped, fully loaded truck.
10	ENGINE:
	A. Diesel engine, wet sleeve, 8.3L, 285 Gross HP (per the latest issue of SAE J1349) and 800 lbs.-ft. Gross Torque, minimum. State Liters, Gross HP and Gross Torque.
LITERS, GROSS HP & GROSS TORQUE	TAMPA TRUCK CENTER = 8.3L, 300HP, 860 LB/FT TORQUE; NAVISTAR = 9.3L, 330 HP, 1150 LBS-FT TORQUE.
	B. Emissions shall meet or exceed all applicable federal and State of Florida emissions and environmental laws, regulations, specifications, standards, and requirements in effect as of the date of manufacture. State Engine/ Emissions Type (Advanced EGR [Exhaust Gas Recirculation], SCR [Selective Catalytic Reduction], or Other) and Urea Tank Size (in gallons), if required.
ENGINE/EMISSIONS TYPE	TAMPA TRUCK CENTER = SCR; NAVISTAR = ADVANCED EGR.
UREA TANK SIZE (GALS.)	TAMPA TRUCK CENTER = 6 GALLONS; NAVISTAR = NO UREA TANK REQUIRED.
	C. Standard cooling system with antifreeze.
	D. Dry type air cleaner with service (restriction) indicator.
	E. Engine protection system, at a minimum, must be activated by low engine oil pressure, and high engine temperature. System shall, at a minimum, include a warning light(s) and derate (ramp down) feature that will reduce engine power and speed, or shut down the engine when any of these functions exceed normal limits.
12	ELECTRICAL SYSTEM:
	A. Minimum 100 amps 12 v. alternator.
	B. Batteries to have a minimum total of 1100 CCA @ 0 degrees F.
20	TRANSMISSION:
	A. Minimum six (6)-speed automatic transmission with provisions for a PTO. Allison 3500RDS or Approved Equivalent.
	B. Electronic PTO overspeed control. Chelsea, Muncie or Approved Equivalent. State manufacturer and model no. bid.
MFR.	TAMPA TRUCK CENTER = MUNCIE; NAVISTAR = CHELSEA.
MODEL NO.	TAMPA TRUCK CENTER = SPD-1000; NAVISTAR = EOS *NOTE EOS IS ONLY COMPATIBLE WITH AUTOMATIC TRANSMISSION.
30	AXLES & SUSPENSION:
	A. Steel front axle and suspension, minimum 18,000 lbs. capacity.
	B. Front shock absorbers.
	C. Front wheel oil-lubricated bearings and seals.
	D. Single speed tandem drive rear axle, minimum 46,000 lbs. capacity. Rear axle ratio is to be a 6.14/6.17, or the closest possible ratio available that will provide a top speed of approximately 65 MPH. Minimum 46,000 lbs. rear suspension with minimum 54 inch steel walking beams. Hendrickson RT2-460/RT463 or Approved Equivalent. State rear suspension type & capacity, rear axle ratio, and top speed (MPH).
REAR SUSPENSION TYPE & CAPACITY	TAMPA TRUCK CENTER = HENDRICKSON RT463, 46,000 LBS; NAVISTAR = HENDRICKSON RT-463, 46,000 LBS.
REAR AXLE RATIO	TAMPA TRUCK CENTER = 6.14; NAVISTAR = 4.89.
TOP SPEED (MPH)	TAMPA TRUCK CENTER = 67 MPH; NAVISTAR = 74 MPH.
	E. "No-Spin" or driver control traction differential (DCDL) for the rearmost axle or both rear axles.
	F. Front wheel hubs and rear axle shall be filled with synthetic lubricant.
40	PERFORMANCE ITEMS:
	A. Factory installed speedometer, odometer, ammeter or voltmeter, fuel gauge, engine oil pressure gauge, coolant temperature gauge, tachometer, air pressure gauge and dash mounted engine hour meter.
	B. Power steering.
50	COMFORT ITEMS:
	A. Factory installed AM-FM radio.
	B. Air conditioner with integral heater and defroster.
	C. Arm rests both sides, if available; sun visors, both sides.
	D. Tinted glass all windows, including windshield.
60	SAFETY ITEMS:

	A. Air horn(s), mounted under the cab or hood, or behind the front bumper.
	B. Standard electric horn.
	C. Daytime running lights.
	D. Outside mirrors, left and right side. Mirrors to be six (6) x twelve (12) inches, minimum, with convex mirrors on both sides. Mirrors and brackets shall be of rust and corrosive resistance materials such as stainless steel, aluminum, coated metals or composite materials. Painted mirrors and brackets are not acceptable.
	E. Automatic-adjustable volume backup alarm. Must meet latest issue of SAE J994, Type B, 107dB (A). Factory or dealer installed.
	F. Rain Flaps: Splash and spray suppressant rain flaps, straight grass type, installed on heavy-duty hangers. Factory or dealer installed.
	NO VENDOR ADVERTISING OR IDENTIFICATION WILL BE PERMITTED ON RAIN FLAPS.
	G. All access steps shall be self-cleaning slip-resistant grating.
62	BRAKES:
	A. ABS air brake system, minimum 13.2 cfm air compressor.
	B. Spring applied parking brake.
	C. Front and rear automatic slack adjusters.
	D. Front and rear dust shields.
	E. Outboard mounted brake drums, front and rear, if available. (NOTE: Allows brake repair without removing axle hubs.)
	F. Low air pressure warning indicator.
	G. Air dryer with heater. Bendix AD-9, AD-IP, AD-IS, Wabco System Saver 1200 or Approved Equivalent. State air dryer with heater type.
AIR DRYER WITH HEATER TYPE	TAMPA TRUCK CENTER = WABCO SS-1200 WITH HEATER; NAVISTAR = BENDIX AD-9 WITH HEATER.
70	TIRES & WHEELS:
	A. Tubeless radial tires with highway tread. Bid eight (8) 11R22.5H (16 PR) or larger rear tires and two (2) 385/65R22.5J (18PR) or larger front tires.
	B. All wheels to be one-piece steel disc, ten (10)-hole, I.S.O. hub pilot mount, 22.5 inch diameter.
	C. Inside rear and outside rear wheels to be fully interchangeable.
80	CHASSIS, FRAME, CAB:
	A. Minimum 64,000 lbs. GVWR, factory certified. State GVWR lbs.
GVWR LBS.	TAMPA TRUCK CENTER = 64,000 LBS; NAVISTAR = 64,000 LBS.
	B. Minimum 2,700,000 in-lbs. RBM to rear end of frame, factory reinforced if necessary. State frame RBM in-lbs.
FRAME RBM IN-LBS.	TAMPA TRUCK CENTER = 3,217,200; NAVISTAR = 3,580,800.
	C. Cab-to-axle (CA) dimension as recommended by the body manufacturer. CA must provide a cab/body (CB) clearance of three (3) to five (5) inches. State cab/body (CB) clearance.
CAB/BODY CLEARANCE INCH(ES)	TAMPA TRUCK CENTER = 3"; NAVISTAR = 108"CA, 3"CB.
	D. Factory installed fuel tank(s), minimum 100 U.S. gallons. State fuel tank(s) capacity.
FUEL TANK(S) CAPACITY	TAMPA TRUCK CENTER = 100 GALLONS; NAVISTAR = 100 GALLONS, LSM.
	E. Front tow hooks or tow pins.
	F. Standard front bumper.
82	CAB EQUIPMENT:
	A. Conventional cab, with tilt-type hood and fender assembly.
	B. High back air suspension driver seat with matching fixed base companion seat.
	C. Grab handle(s) for cab entry, located at each entry door.
	D. Manufacturer's standard paint and colors.
	E. Rear cab window with fixed tinted glass.
84	
	A. Twelve (12) cubic yard heavy-duty dump body, installed, with hoist and electric roll-up dump body tarp system as per enclosed specification DUMP-12.
BODY MFR.	TAMPA TRUCK CENTER = WARREN; NAVISTAR = GODWIN.
MODEL NO.	TAMPA TRUCK CENTER = FL650-14; NAVISTAR = 400T.
HOIST MFR.	TAMPA TRUCK CENTER = WARREN; NAVISTAR = GODWIN.
MODEL NO.	TAMPA TRUCK CENTER = VTLW63110; NAVISTAR = G63120.
TARP MFR.	TAMPA TRUCK CENTER = DONOVAN; NAVISTAR = ROLL RITE.
MODEL NO.	TAMPA TRUCK CENTER = 5000-EL-D; NAVISTAR = RR503.
	B. Vehicle shall meet all requirements of Title 49, Code of Federal Regulations, and 393.86 rear end protection.
	C. Body, hoist and electric roll-up dump body tarp system must be installed on the chassis and ready for use upon delivery.

90	CONDITIONS:
	A. Bidder shall provide a manufacturer's print-out (Ford "DORA"/"Commerical Truck Tools", Freightliner "Spec Pro", "GM AutoBook", International "Vehicle Specifications", Mack "Order/Customer/Vehicle Information", or Approved Equivalent) to verify the vehicle bid meets all the requirements of this specification. Also, any dealer installed aftermarket components, if specified, must be noted on the manufacturer's print-out.
	B. Welding shall not be permitted on the frame side rails, nor shall the frame rails be cut to lengthen or shorten the wheelbase. Wheelbase modifications are allowed only by sliding the suspension with the "AF" dimension affected accordingly (excess length behind the rear axle may be cut off as required). Any wheelbase modification shall result in a wheelbase and frame combination that is identical to one available from the manufacturer.
	C. Paint numbers are referenced only to identify colors.
COMMODITY NO.	DESCRIPTION
070-700-460	12 YARD DUMP TRUCK, TANDEM AXLE, CLASS 8, 64,000 LBS. GVWR (6X4)
Statewide	
CONTRACTOR # 1	TAMPA TRUCK CENTER
MAKE	FREIGHTLINER
MODEL (NAME AND #)	M2-106
DISCOUNT*	\$0
PRICE	\$87,768.00
CONTRACTOR # 2	NAVISTAR, INC.
MAKE	INTERNATIONAL
MODEL (NAME AND #)	WORKSTAR 7500 SBA 6X4
DISCOUNT*	\$0
PRICE	\$89,558.00
	*Discount amount off vehicle Price if picked up by ordering Eligible User at Contractor's place of business.
Approximate delivery time required after receipt of order:	TAMPA TRUCK CENTER = 90-120 DAYS; NAVISTAR = 90 DAYS.
070-700-460	12 YARD DUMP TRUCK, TANDEM AXLE, CLASS 8, 64,000 LBS. GVWR (6X4)
OPTIONS:	
5001	Rain shields over door windows, both sides. Auto Ventshade Co., or Approved Equivalent. Factory or dealer installed.
CODE	TAMPA TRUCK CENTER = AUTO VENTSHADES; NAVISTAR = NA.
PRICE	TAMPA TRUCK CENTER = \$150; NAVISTAR = NA.
6001	Front clearance indicators. Factory or dealer installed. (Indicators shall be approximately thirty-six (36) inches in length located on the left and right front corners of the vehicle.)
CODE	TAMPA TRUCK CENTER = DEALER; NAVISTAR = FRONT CLEARANCE INDICATORS.
PRICE	TAMPA TRUCK CENTER = \$250; NAVISTAR = \$102.
6201	Automatic air brake drain system. ClearDrain System or Approved Equivalent. Bid in lieu of the air dryers specified in Section 62. G. Unit must be installed by the vehicle manufacturer. Dealer installed units are not acceptable. SEE SPECIFICATION ADS-1.
CODE	TAMPA TRUCK CENTER = 477-022; NAVISTAR = CLEARDRAIN.
PRICE	TAMPA TRUCK CENTER = \$2,080; NAVISTAR = \$900.
7001	Tubeless radial tires with on/off highway tread for rear only. Bid eight (8) 11R22.5H (16PR) or larger tires for on/off highway use. Bid in lieu of base tires. Rear tires to be Bridgestone M711, General D450, Goodyear G164 RTD, Michelin XDE, Hankook Z35A, Double Coin RR150, Continental HDL or Approved Equivalent.
CODE	TAMPA TRUCK CENTER = 094-1E5; NAVISTAR = 7382138105.
PRICE	TAMPA TRUCK CENTER = \$181; NAVISTAR = \$1,196.
8001	Pintle hook, installed. To be swivel type and must have a capacity of 49,000 lbs. gross trailer weight and 9800 lbs. vertical load, minimum. Hook shall be installed no more than fourteen (14) inches forward from the end of the body as measured from the center of the eye. Holland Model PH-760, Wallace Model B30 or Approved Equivalent. State manufacturer and model no. bid.
MFR.	TAMPA TRUCK CENTER = WALLACE; NAVISTAR = WALLACE.
MODEL NO.	TAMPA TRUCK CENTER = B30; NAVISTAR = B30.
CODE	TAMPA TRUCK CENTER = B30; NAVISTAR = WALLACE B30.
PRICE	TAMPA TRUCK CENTER = \$1,750; NAVISTAR = \$394 *NOTE - MUST ALSO ADD 6" TO REQUIRED CA DIMENSION.
	PURCHASER MUST SPECIFY BODY LENGTH AND TYPE (DUMP, STAKE, ETC.) IN ORDER FOR THE DEALER TO INSTALL THE PINTLE HOOK IN THE PROPER LOCATION
8002	Air brake package for straight truck and trailer. Full trailer air brake controls with air lines, glad hands and wiring routed to the rear end of the frame.
CODE	TAMPA TRUCK CENTER = 019-001; NAVISTAR = 4619, 8TMG, GLAD HANDS.
PRICE	TAMPA TRUCK CENTER = \$843; NAVISTAR = \$584.
8201	Special state color. DOT Yellow (DuPont Centari L9069A, Freightliner 3258, International 4421).
CODE	TAMPA TRUCK CENTER = 980-4H9; NAVISTAR = INTL 4421.

	PRICE	TAMPA TRUCK CENTER = NC; NAVISTAR = NC.
8202		Two-tone colors. Manufacturer's standard two-tone colors.
	CODE	TAMPA TRUCK CENTER = 065-902; NAVISTAR = TWO TONE, 9219, 4421.
	PRICE	TAMPA TRUCK CENTER = \$1,426; NAVISTAR = \$142.
8203		High back air suspension passenger seat. Bid in lieu of the matching fixed base passenger seat specified in Section 82.B.
	CODE	TAMPA TRUCK CENTER = 760-081; NAVISTAR = 16RPV.
	PRICE	TAMPA TRUCK CENTER = \$339; NAVISTAR = \$198.
8401		Vibrator installed on dump body. Phillips Temro, Inc., Model VIBRA 3000, or Approved Equivalent. To be installed on mounting base rather than dump body floor plate. State manufacturer and model no. bid.
	MFR.	TAMPA TRUCK CENTER = PHILLIPS TEMRO; NAVISTAR = PHILLIPS TEMRO, INC.
	MODEL NO.	TAMPA TRUCK CENTER = VIBRA 2000; NAVISTAR = VIBRA 3000.
	CODE	TAMPA TRUCK CENTER = V2000; NAVISTAR = PTV3000.
	PRICE	TAMPA TRUCK CENTER = \$1,490; NAVISTAR = \$879.
8402		Twin telescopic hoist for twelve (12) cubic yard dump body. Galion UT66392, Heil Model HP2T52-72, Warren CFT-5397 or Approved Equivalent. Hoist is to be an N.T.E.A. Class 110, minimum. Bid in lieu of hoist specified in DUMP-12. State manufacturer and model no. bid.
	MFR.	TAMPA TRUCK CENTER = WARREN; NAVISTAR = GODWIN.
	MODEL NO.	TAMPA TRUCK CENTER = CFT-5397; NAVISTAR = G66392.
	CODE	TAMPA TRUCK CENTER = DEALER; NAVISTAR = G66392.
	PRICE	TAMPA TRUCK CENTER = \$1,680; NAVISTAR = \$898.

Prices shown here are not the state pricing.

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SLT 4x2 Regular Cab 140.5 in. WB

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2011 DODGE RAM 2500 SPECIFICATIONS

Exterior Interior Performance MPG

Showing: SLT 4x2 Regular Cab 140.5 in. WB

Trims 1 thru 1 of 1

Exterior	SLT 4x2 Regular Cab 140.5 in. WB
Length	230.4 "
Body width	79.4 "
Body height	73.6 "
Wheelbase	140.5 "
Curb	5,596 lbs.
Gross weight	8,650 lbs.

Dodge Ram 2500



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**DIRECT PUBLIC WORKS OVERHEAD &
ADMINISTRATIVE FEE CALCULATION**

**DIRECT & INDIRECT COST ALLOCATION TO THE SANITATION FUND
FY 2011-2012**

PUBLIC WORKS DIRECT EXPENSE:

POSITION	%	Salary & Benefits	Department Expenses	TOTAL	Cost Allocation
Public Works Director	45%	70,261	11,733	81,994	36,897
Public Works Foreman	45%	38,547		38,547	17,346
Public Works Admin Assistant	45%	44,689		44,689	20,110
Public Works Supervisor	25%	42,918		42,918	10,730
Public Works Laborer	40%	47,247		47,247	18,899
		\$243,662	\$11,733	\$255,395	\$103,982

ADMINISTRATIVE FEE

Finance Clerk	20%	38,049		38,049	7,610
Finance Director	20%	52,904	26,120	79,024	15,805
Village Manager	20%	107,075	27,930	135,005	27,001
Village Clerk / HR	15%	47,544		47,544	7,132
Administrative Clerk	5%	17,212		17,212	861
Village Attorney	1%	80,000		80,000	800
Cashier	1%	40,148		40,148	401
		\$382,932	\$54,050	\$436,982	\$59,609



Village of Biscayne Park

SPECIAL PICK UP SERVICES

Fiscal Year	Invoice Due		Invoice Paid		Invoice VOID		GRAND TOTAL	
	No.	Total	No.	Total	No.	Total	No.	Total
Oct 1, 2009 - Sep 30, 2010	91	\$8,570	74	\$6,114	55	\$2,760	220	\$17,444
		49.1%		35.0%		15.8%		

Average Invoice Amount ==> \$94 \$83 \$50

Fiscal Year	Invoice Due		Invoice Paid		Invoice VOID		GRAND TOTAL	
	No.	Total	No.	Total	No.	Total	No.	Total
Oct 1, 2010 - Current	17	\$4,110	8	\$1,790	1	\$30	26	\$5,930
		69.3%		30.2%		0.5%		

Average Invoice Amount ==> \$242 \$224 \$30



Village of Biscayne Park

Municipality Comparative of Annual Waste Fees
--

Municipality	Pop	Annual Waste Fee Assessment	Garbage	Trash/Yard Debris	Recycling
Village of Biscayne Park	3,200	\$558	Twice a week	Once a week + Quarterly Village Wide Sweep	Twice a month
El Portal	2,479	\$373	Twice a week	Quarterly per yr	Twice a month
Miami Shores	11,170	\$706	Twice a week	Twice a month	Once a week
North Miami	58,469	\$592	Twice a week	Quarterly per yr	Twice a month
North Miami Beach	40,142	\$450	Twice a week	Once a month	Twice a month

El Portal contracts out all services to Miami-Dade County.

Miami Shores and North Miami have an in-house operation for all their services, including recycling.

North Miami Beach has an in-house operation for garbage and trash and they utilize Miami-Dade County for recycling.



Village of Biscayne Park

640 NE 114th Street
Biscayne Park, FL 33161

Tel: 305 899 8000
Fax: 305 891 7241

Mayor and Commission

Roxanna Ross
Mayor

Steve Bernard
Vice Mayor

Robert "Bob" Anderson
Commissioner

Albert Childress
Commissioner

Bryan Cooper
Commissioner

Ana Garcia
Village Manager

John J. Hearn
Village Attorney

Maria Camara
Village Clerk

May 18, 2011

To: Mayor Roxana Ross
Vice Mayor Steve Bernard
Commission Bob Anderson
Commissioner Al Childress
Commissioner Bryan Cooper

From: Ana M. Garcia, Village Manager

Re: Resolution 2011-26 Granting authority to the Village Clerk as a temporary contracting officer and bank signatory during the Village Manager's absence.

Background Analysis:

There are times throughout the course of the year that the Village Manger is absent due to scheduled meetings and conferences, vacation time or other leave time. Situations can arise during these times that a contract or payment must be processed in a timely manner.

Our Village Clerk, Maria Camara, a charter officer, was recently promoted to the additional position of the Village Manager's Chief of Staff, and is placed in charge during the Manager's absence. An added benefit to the Village to insure the timely processing of payments and execution of contracts is to grant the Clerk the authority to execute contracts and sign checks (this function is shared with the Mayor or a Commissioner as our checks require two signatures) during the Village Manager's absence.

Fiscal/Budgetary Impact:

None

Manager Recommendation:

Manager recommends approval.

Village Attorney Recommendation: Approval

When the Village Manager, the Chief Executive Officer of the Village, is unavailable (whether due to leave or other cause), the Village should have the ability to continue to function administratively. By designating the Clerk/Chief of Staff, the Village can continue to process checks and execute contracts, as the Manager's designee during her absence.

1
2
3 **RESOLUTION NO. 2011-26**
4

5 **A RESOLUTION OF THE VILLAGE COMMISSION**
6 **OF THE VILLAGE OF BISCAYNE PARK, FLORIDA**
7 **GRANTING AUTHORITY TO THE VILLAGE**
8 **CLERK, AS THE VILLAGE MANAGER'S CHIEF OF**
9 **STAFF TO SERVE AS THE TEMPORARY**
10 **CONTRACTING OFFICER AND BANK SIGNATORY**
11 **DURING THE VILLAGE MANAGER'S ABSENCE;**
12 **AND PROVIDING FOR AN EFFECTIVE DATE.**
13

14 WHEREAS, the Village of Biscayne Park utilizes certain financial institutions to
15 handle its banking needs; and
16

17 WHEREAS, the Village Clerk, a charter officer, was recently promoted to the
18 additional position of the Village Manager's Chief of Staff; and,
19

20 WHEREAS, there are times, including during the manager's absence from the Village
21 due to vacation time or other leave time that the Manager may not be present at Village Hall
22 and certain limited contracts and/or payments must be processed; and,
23

24 WHEREAS, in order to ensure security on the Village's accounts and to insure the
25 timely processing of payments, it is necessary to update the signatory information; and,
26

27 WHEREAS, the Mayor and Village Commission find it to be in the best interests of the
28 Village and its residents to update the signatory authority with the Village's bank, by granting
29 authority to the Village Clerk to serve as an additional signatory on bank checks issued related
30 to the Village of Biscayne Park when the Village Manager is absent and to provide the Village
31 Clerk the limited authority to sign necessary contract documents upon the Manager's absence,
32 as the Chief of Staff to the Village Manager, and as the person that would be acting in the place
33 of the Manager during any temporary absence.
34
35

36 **NOW THEREFORE IT IS HEREBY RESOLVED BY THE MAYOR AND VILLAGE**
37 **COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA:**
38
39

40 **Section 1.** The foregoing "Whereas" clauses are hereby ratified and confirmed as
41 being true and correct and hereby made a specific part of this Resolution upon adoption hereof.
42

43 **Section 2.** The Village Clerk, who is also the Manager's Chief of Staff, is
44 authorized to serve as an additional signatory on the Village's bank accounts, and is authorized
45 to execute such checks as is necessary relating to the business of the Village of Biscayne Park
46 when the Village Manager is absent.
47

