



The Village of Biscayne Park

640 NE 114th St., Biscayne Park, FL 33161

Telephone: 305 899 8000 Facsimile: 305 891 7241

AGENDA
SPECIAL COMMISSION MEETING
Ed Burke Recreation Center - 11400 NE 9th Court
Biscayne Park, FL 33161
Wednesday, May 21, 2014 at 6:30pm



Indicates back up documents are provided.

1 Call to Order

2 Roll Call

3 Pledge of Allegiance

4 Public Comments Related to Agenda Items / Good & Welfare

Comments from the public relating to topics that are on the agenda, or other general topics.

5 Resolutions



5.a Resolution 2014-41

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, FLORIDA FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2014; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION; AND PROVIDING FOR AN EFFECTIVE DATE.

6 Ordinances

FIRST READING:

< None >

SECOND READING:



6.a Ordinance 2014-02

AN ORDINANCE OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA, PURSUANT TO SECTION 166.041, FLORIDA STATUTES, TO AMEND ORDINANCE 2013-12 ADOPTED ON NOVEMBER 20, 2013 FINALIZING AND ADOPTING THE **ANNUAL OPERATING BUDGET FOR FISCAL YEAR 2013-2014, BY AMENDING VARIOUS PARTS OF THE BUDGET** CONSISTENT WITH EXHIBIT "A", ATTACHED HERETO; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE (*Passed at first reading on May 6, 2014*)



6.b Ordinance 2014-03

AN ORDINANCE OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA, **GRANTING AN EXCLUSIVE FRANCHISE FOR SOLID WASTE COLLECTION SERVICES TO WASTE PRO OF FLORIDA, INC.;** REPEALING ALL ORDINANCES INCONSISTENT WITH THIS ORDINANCE; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE (*Passed at first reading on May 6, 2014*)

7 Old Business

These items are generally discussion items that have been previously discussed by the Commission and new information or updates are available by either a member of the Commission or the Administration.



7.a Discussion of Recreation Advisory Board's request to fundraise at all Village events.

8 New Business

These items are generally discussion items that have been requested by members of the Commission or the Administration.



8.a Discussion of Miami Country Day School proposed expansion.

9 Announcements

The next regular Commission meeting is Tuesday, June 3, 2014, at 7:00pm

10 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 - All comments must be addressed to the Commission as a body and not to individuals. 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.



Village of Biscayne Park Commission Agenda Report

Village Commission Meeting Date: May 21, 2014

Subject: Resolution 2014—41 Establishing the Annual Waste Fee Assessment

Prepared By: Heidi Shafran, AICP, Village Manager

Sponsored By: Staff

BACKGROUND

All garbage, trash and recycling costs to the Village are paid for through the Solid Waste Management Fee Assessment which is paid by each property owner in addition to their ad valorem taxes. The Assessment is a separate fund from the General Fund. Based on the terms of the Waste Pro franchise agreement and the expenses to the Village, the solid waste management fee assessment (“assessment”) for Fiscal Year 2014/2015 will be \$467.00. This is an annual decrease of \$105.00 per residential unit. The assessment for Fiscal Year 2015/2016 will decrease by \$70.00 due to the one-time costs included in the Fiscal Year 2014 / 2015 budget.

Projected Solid Waste Assessment

October 1, 2014	\$467.00
October 1, 2015	\$397.00
October 1, 2016	\$417.00 (with maximum 5% adjustment per contract)
October 1, 2017	\$438.00 (with maximum 5% adjustment per contract)
October 1, 2018	\$460.00 (with maximum 5% adjustment per contract)

The following services will still be maintained by the Village and captured through the administrative fee:

- Customer Service Support
- Repair and Maintenance of medians and roads due to garbage truck impact
- Daily litter and trash cleanup of medians, parks, buildings and fields. Includes pet stations and garbage receptacles.
- Administration of contract

STAFF RECOMMENDATION

Staff recommends approval on of Resolution No. 2014-41.

May 21, 2014

Commission Agenda Report

Resolution 2014-41 Establishing the Annual Waste Fee Assessment

ATTACHMENTS

- Resolution No. 2014-41; Fiscal Year 2014 /2015 Sanitation budget detail; Administrative fee worksheet; Quote for recycling carts

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47

RESOLUTION NO. 2014-41

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, FLORIDA FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2014; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the goal of this administration is to continue providing top level services to the residents of the Village Biscayne Park, and,

WHEREAS, the Village Administration has met several times and have completed a thorough assessment of the Sanitation budget and have determined the necessary dollars needed to provide our residents with the services as they relate to sanitation and waste management; and,

WHEREAS, the County’s Property Appraiser Office requires that the Village submit its rate by June 1, 2014, in order to appear on the TRIM notices; and,

WHEREAS, the assessed properties are hereby found to be specially benefitted by the provision of solid waste collection services, and the solid waste management fee assessment is estimated to be \$467.00 per residential unit, based on \$605,655.00; and,

NOW THEREFORE IT IS HEREBY RESOLVED BY THE MAYOR AND VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA:

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

Section 2. The Finance Director is authorized to submit to Miami-Dade County, by June 01, 2014, the Village of Biscayne Park’s annual waste fee assessment which is estimated to be \$467.00 per residential unit, based on \$605,655.00.

Fiscal Year 2014-15 Budget - Village of Biscayne Park

402 SANITATION		Adopted Budget 2013-14	Actual 2013-14 Thru 3/31	Projected 2013-14 Thru 9/30	Variance Budget to Proj 2013-14	Manager Recomm. 2014-15	Variance 2013-14 to 2014-15
Revenues							
Sanitation Assessment		742,664	683,000	742,664	0	605,655	(137,009)
Disc. for Early Payment	2% of sanitation assessment	-14,486	-7,243	-14,486	0	-12,110	2,376
Special Trash Pick Up	<i>Waste Pro handling all special pick ups</i>	5,000	3,599	5,000	0	0	(5,000)
Total Revenues Sanitation		733,178	679,356	733,178	0	593,545	(139,633)
Salaries & Benefits							
Regular Salaries		176,368	84,089	176,368	0	0	(176,368)
Bonus		3,500	3,500	3,500	0	0	(3,500)
Overtime		2,150	2,048	2,500	(350)	0	(2,150)
Total Salaries & Wages		182,018	89,637	182,368	(350)	0	(182,018)
FICA Taxes		13,492	6,820	13,492	0	0	(13,492)
Retirement (FRS)		15,306	6,407	15,306	0	0	(15,306)
Life & Health Benefits		37,042	18,964	39,000	(1,958)	0	(37,042)
Workers Comp		19,814	10,172	19,814	0	0	(19,814)
Total Benefits		85,654	42,362	87,612	(1,958)	0	(85,654)
TOTAL SALARIES & BENEFITS		267,672	131,999	269,980	(2,308)	0	(267,672)
Operating Expenses							
Contractual Services - Solid Waste Collection	Waste Pro	0	0	0	0	388,933	388,933
Professional Services - Audit		3,000	1,000	3,000	0	0	(3,000)
Contractual Services - Alarm/Pest Control		1,680	0	1,680	0	0	(1,680)
Landfill Tipping Fees		183,340	84,425	180,000	3,340	0	(183,340)
Recycling Fees		35,000	26,250	35,000	0	0	(35,000)
Recycling Containers	One-time purchase of 1,430 carts (1,298 properties plus 10% surplus stock, including assembly and distribution)	0		0	0	81,000	81,000
Communications-Telephone & Internet		2,500	168	1,800	700	0	(2,500)
Electric		2,500	423	2,500	0	0	(2,500)
Water & Sewer		1,500	0	1,500	0	0	(1,500)
Insurance Liability		7,500	4,145	7,500	0	0	(7,500)
Insurance Vehicles		4,000	1,842	4,000	0	0	(4,000)
R&M Vehicles		20,000	14,831	20,000	0	0	(20,000)
R&M Buildings		1,500	0	1,500	0	0	(1,500)
Advertising Special Pick-Up		1,000	0	500	500	1,000	0
Misc Operating Supplies		3,200	2,253	3,200	0	0	(3,200)
Uniforms & Cleaning		2,700	2,217	3,000	(300)	0	(2,700)
Diesel		16,620	8,153	16,620	0	0	(16,620)
Education & Training		1,000	0	500	500	0	(1,000)
Equipment Depreciation		16,972	7,072	16,972	0	0	(16,972)
Debt Service Principal		4,358	3,054	4,358	0	0	(4,358)
Debt Service Interest		760	659	760	0	0	(760)
Direct Departmental Overhead Fees	See detail page.	56,259	38,375	56,259	0	44,958	(11,301)
Road Fund Overhead Fees	See detail page.	20,491	10,120	20,491	0	22,609	2,118
Administrative Fees General Fund	See detail page.	68,772	34,386	68,772	0	40,188	(28,584)
Administrative Fees Miami Dade County	Estimated 1% of total sanitation assessment for billing on Property Bill	7,254	0	7,254	0	6,057	(1,197)
General Contingency	Unforeseen expenses	3,600	0	0	3,600	0	(3,600)
Transition Contingency	For Florida Reemployment Assistance Program	0	0	0	0	8,800	8,800
TOTAL OPERATING EXPENSES		465,506	239,373	457,166	8,340	593,545	128,039
TOTAL DEPT 402 SANITATION BUDGET		733,178	371,372	727,146	6,032	593,545	(139,633)

Sanitation Fund

FY 2014-15

OUTSOURCED**Waste Pro****Direct Departmental Overhead:**

Position	2014-15 Percentage	2014-15 Allocation
Public Services Director	10%	\$ 8,338
Public Works Ass't Director	25%	\$ 13,424
Public Works Laborer #1	25%	\$ 11,281
Public Works Laborer #2	25%	\$ 10,274
Recreation Laborer	10%	\$ 1,641
		\$ 44,958

Roads Supervisor	25%	\$ 11,808
Roads Laborer	25%	\$ 10,801
		\$ 22,609

Administrative Fee:

Position	2014-15 Percentage	2014-15 Allocation
Village Manager	10%	\$ 12,050
Finance Director	10%	\$ 7,200
Finance Clerk	5%	\$ 2,218
Administrative Clerk	20%	\$ 6,679
Village Clerk	5%	\$ 3,224
Village Attorney	5%	\$ 3,750
Building Manager		\$ -
Police Department Expense	0%	\$ -
Code Compliance Officer	10%	\$ 5,067
		\$ 40,188

\$ 107,755



Village of Biscayne Park Commission Agenda Report

Village Commission Meeting Date: May 21, 2014

Subject: Ordinance 2014-02
Mid-year Budget Amendments

Prepared By: Irwin Williams, Finance Director

Sponsored By: Staff

Background

Based on actual expenditures and revenues through March 31, 2014, a review of each department's line items and each revenue line item, the result is a combination of both increases and decreases, requiring amendments to the adopted budget for fiscal year 2013-14.

Fiscal/Budget Impact

EXPENDITURES:

1. In the Police Department, there are increases and decreases in several of the line items that balance each other out:
 - The savings from the prior Chief's salary and the costs associated with the Interim Chief's agreement.
 - The expenditure for police vests that is offset with a grant revenue.
 - Expenditure for a special investigation that is offset with a transfer from General Government.

There are two increases in expenditures that are for vehicle repair and maintenance, and for fuel costs. Both were budgeted anticipating projected savings with the purchase of two (2) new fuel efficient vehicles, but that purchase has yet to be made. The actual costs are more in line to the actual costs of the prior fiscal year.

For the Police Department, there is a **net increase** in the amount of **\$30,969**.

2. In Executive Administration, there is a **net decrease** in the amount of **\$24,668** due to the salary amount budgeted for the Village Manager based on the prior Manager's salary, as compared to the actual current Manager's salary.
3. In Parks & Recreation, there is a **net decrease** in the amount of **\$13,752** due to not filling one of three budgeted part time positions, and the savings in salary while another part time position was open.
4. In Planning, there is a **net decrease** in the amount of **\$5,000**. This amount was transferred to General Government to cover increased expenses for a lobbyist as approved by the Commission.
5. In General Government, there is a **net decrease** in the amount of **\$2,500**. This is a result of a decrease of \$7,500 which was transferred to Police for a special investigation taken from Other-Legal; and an increase of \$5,000 for lobbyist services which is further offset by a transfer from Planning.

REVENUES:

In Revenues, an unbudgeted \$20,000 code fine payment and the unbudgeted sale of the Recreation van in the amount of \$7,000, coupled with an unbudgeted grant

May 21, 2014

Commission Agenda Report

Ordinance 2014-02

reimbursement of \$11,000 for police vests, the result is a \$38,000 net revenue increase.

Overall, for all department expenditures, there is a net decrease of \$14,951. Add to that the net revenue increase of \$38,000, **the fiscal year 2013-14 budget shows a \$52,951 increase in net assets.**

Recommendation

Approval of Ordinance 2014-02 at second reading.

Attachments

Ordinance 2014-02

Exhibit A: Summary of significant increases/decreases in expenditures and revenues
Line item detail for each department and for revenues through March 31, 2014

1 **Section 2.** That the Annual Operating Budget Fiscal Year 2013-2014, approved by
2 the Village Commission on November 20, 2013, is amended as designated in Exhibit “A”,
3 attached hereto.

4
5 **Section 3.** The Village Commission hereby ratifies and confirms all other provisions
6 of Ordinance 2013-12.

7
8 **Section 4. Conflicts.** That all Ordinances or parts of Ordinances, Resolutions or
9 parts thereof in conflict herewith, are and the same are hereby repealed to the extent of such
10 conflict.

11
12 **Section 5. Severability.** The provisions of this Ordinance are declared to be
13 severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be
14 held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining
15 sections, sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it
16 being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any
17 part.

18
19 **Section 6. Effective Date.** This Ordinance shall be effective upon adoption at
20 second reading.

21
22 The foregoing Ordinance was offered by Commissioner Anderson who moved its
23 adoption. The motion was seconded by Commissioner Ross and upon being put to a vote, the
24 vote was as follows:

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34

PASSED AND ADOPTED upon first reading this 6th day of May, 2014.

PASSED AND ADOPTED upon second reading this ____ day of _____, 2014.

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

David Coviello, Mayor

Mayor Coviello: ____
Vice Mayor Watts: ____
Commissioner Anderson: ____
Commissioner Jonas: ____
Commissioner Ross: ____

Attest:

Maria C. Camara, Village Clerk

Approved as to form:

John J. Hearn, Village Attorney

**VILLAGE OF BISCAYNE PARK
MID-YEAR BUDGET AMENDMENTS - FY 2013-2014 BUDGET**

EXPENDITURES

POLICE-521	\$30,969
-------------------	-----------------

		Increase	Decrease	
001-521-5120000.000	Salaries		(\$17,587)	(Chief budgeted salary 3 months)
001-521-5210000.000	Payroll Taxes		(\$1,345)	
001-521-5220000.000	FRS		(\$3,394)	
001-521-5230000.000	Health Insurance		(\$1,300)	
001-521-5240000.000	Workers Compensation		(\$660)	
<i>Subtotal:</i>			(\$24,286)	

001-521-5310000.000	Professional Services	\$7,500		Special investigation (offset from General Govt Other Legal)
001-521-5340000.000	Contractual Services-Interim Police Chief	\$22,605		(3 months @ \$7,535/mo. (\$7,000 + \$535 taxes)
001-521-5460000.250	Repairs & Maintenance -Vehicles	\$15,000		Underbudgeted-Anticipated a decrease with purchase of two (2) fuel efficient vehicles not yet purchased
001-521-5520000.210	Gasoline	\$8,000		Underbudgeted-Anticipated a decrease with purchase of two (2) fuel efficient vehicles not yet purchased
001-521-5701000.000	Debt Servicing-Principal-New Cars		(\$7,125)	9 months savings on purchase of two (2) vehicles. Anticipated purchase in July
001-521-5720500.000	Debt Servicing-Interest-New Cars		(\$1,725)	9 months savings on purchase of two (2) vehicles. Anticipated purchase in July
001-521-5520000.000	Operating Supplies-Vests	\$11,000		Purchase of police vests offset by grant revenue

\$64,105	(\$33,136)
-----------------	-------------------

ADMINISTRATION-512	(\$24,668)
---------------------------	-------------------

		Increase	Decrease	
001-512-5110000.000	Village Manager Salary		(\$14,333)	Vacant position for 2 months; offset by increase in Clerk's salary.
001-512-5210000.000	Payroll Taxes		(\$1,096)	
001-512-5220000.000	FRS		(\$2,624)	
001-512-5230000.000	Health Insurance		(\$866)	
001-512-5400000.010	Car Allowance		(\$800)	
001-512-5110000.000	Village Manager Salary-Overbudgeted		(\$7,871)	Difference in budget Manager salary to actual salary.
001-512-5210000.000	Payroll Taxes		(\$602)	
001-512-5220000.000	FRS		(\$1,441)	
001-512-5120000.000	Village Clerk Salary (Interim Manager)	\$4,333		Increase in Clerk's salary for 2 months as Interim Manager.
001-512-5210000.000	Payroll Taxes	\$331		
001-512-5220000.000	FRS	\$301		

\$4,965	(\$29,633)
----------------	-------------------

PARKS & REC-572	(\$13,752)
----------------------------	-------------------

		Increase	Decrease	
001-572-5130000.000	Part-time Salaries		(\$12,000)	Reduced 1 part time position, plus savings while 1 position unfilled.
001-572-5210000.000	Payroll Taxes		(\$918)	
001-572-5220000.000	FRS		(\$834)	

(\$13,752)

PLANNING-515	(\$5,000)
---------------------	------------------

		Increase	Decrease	
001-519-5310000.135	Professional Services		(\$5,000)	Transferred to General Government-Lobbyist.

(\$5,000)

GENERAL GOVERNMENT	(\$2,500)
---------------------------	------------------

		Increase	Decrease	
001-5310000.135	Professional Services Lobbyist	\$5,000		Offset from Planning.
001-5310000.160	Legal Fees-Other		(\$7,500)	Transfer to Police for special investigation.

\$5,000	(\$7,500)
----------------	------------------

GRAND TOTAL EXPENDITURES ALL DEPARTMENTS	(\$14,951)
---	-------------------

REVENUES

		Increase	Decrease	
001-35190000.000	Code Compliance Revenues	\$20,000		Unbudgeted payment of code fines from one property.
001-33431000.000	State Grants-Vests	\$11,000		Offset by police operating expenditure
001-36500000.000	Sale of Assets	\$7,000		Unbudgeted proceeds from sale of Recreation van.

\$38,000

GRAND TOTAL REVENUES	\$38,000
-----------------------------	-----------------

CHANGE IN NET ASSETS - GENERAL FUND

Net Decrease in Expenditures	(\$14,951)
Net Increase Revenues	\$38,000
Increase Net Assets-General Fund	\$52,951

EXPENDITURE REPORT FOR VILLAGE OF BISCAYNE PARK

PERIOD ENDING 03/31/2014

% Fiscal Year Completed: 49.86

ACCOUNT	DESCRIPTION	YTD BALANCE		AVAILABLE	% BDGT USED
		2013-14 BUDGET	03/31/2014	BALANCE	
Fund 001 - General Fund					
511-Village Commission		25,573	11,873	13,700	46.43
512-Administration		247,661	87,024	160,637	35.14
513-Finance		151,482	62,780	88,702	41.44
515-Planning & Zoning		20,000	8,803	11,198	44.01
519-Other Government		259,007	81,038	177,969	31.29
521-Police		997,990	512,192	485,798	51.32
524-Building Department		151,728	60,910	90,818	40.14
529-Code Enforcement		68,505	32,973	35,532	48.13
539-Public Works		212,550	97,306	115,244	45.78
572-Parks and Recreation		194,738	67,702	127,036	34.77
Fund 001 - General Fund:					
TOTAL EXPENDITURES		2,329,234	1,022,602	1,306,632	43.90

04/29/2014

EXPENDITURE REPORT FOR VILLAGE OF BISCAYNE PARK

PERIOD ENDING 03/31/2014

% Fiscal Year Completed: 49.86

GL NUMBER	DESCRIPTION	2013-14 BUDGET	YTD BALANCE 03/31/2014	AVAILABLE BALANCE	% BDGT USED
Fund 001 - General Fund					
Expenditures					
Dept 511-Village Commission					
001-511-5110000.000	Commission Compensation	12,000.00	2,884.61	9,115.39	24.04
001-511-5210000.000	Fica/Medicare	918.00	220.67	697.33	24.04
001-511-5240000.000	Workermans Compensation	30.00	15.41	14.59	51.37
001-511-5310000.000	Professional Fees	2,500.00	2,500.00	0.00	100.00
001-511-5400000.000	Travel & Per diem	3,475.00	1,275.20	2,199.80	36.70
001-511-5480000.000	Promotional Activities	5,000.00	1,249.00	3,751.00	24.98
001-511-5490000.410	VOBP 80th Anniversary	0.00	3,108.00	(3,108.00)	100.00
001-511-5540000.200	MEMBERSHIPS	1,650.00	620.00	1,030.00	37.58
Total Dept 511-Village Commission		25,573.00	11,872.89	13,700.11	46.43

04/29/2014

EXPENDITURE REPORT FOR VILLAGE OF BISCAYNE PARK

PERIOD ENDING 03/31/2014

% Fiscal Year Completed: 49.86

GL NUMBER	DESCRIPTION	2013-14 BUDGET	YTD BALANCE 03/31/2014	AVAILABLE BALANCE	% BDGT USED
Fund 001 - General Fund					
Expenditures					
Dept 512-Administration					
001-512-5110000.000	Administrative Salaries	95,446.00	25,140.80	70,305.20	26.34
001-512-5120000.000	Regular Salaries	62,079.00	33,563.81	28,515.19	54.07
001-512-5210000.000	Fica/Medicare	12,051.00	4,490.96	7,560.04	37.27
001-512-5220000.000	Florida Retirement System	21,791.00	8,908.34	12,882.66	40.88
001-512-5230000.000	Life & Health Insurance	11,677.00	4,870.59	6,806.41	41.71
001-512-5240000.000	Workermans Compensation	394.00	202.24	191.76	51.33
001-512-5310000.000	Professional Fees	1,500.00	0.00	1,500.00	0.00
001-512-5400000.010	Car Allowance	4,800.00	1,600.00	3,200.00	33.33
001-512-5400000.200	Travel & Per Diem	1,500.00	807.00	693.00	53.80
001-512-5410000.000	Telephone/Communiations	2,880.00	1,200.00	1,680.00	41.67
001-512-5450000.150	Liability Insurance	8,094.00	0.00	8,094.00	0.00
001-512-5450000.210	Insurance-Property	1,549.00	808.08	740.92	52.17
001-512-5490000.100	Legal Advertising	5,000.00	2,736.62	2,263.38	54.73
001-512-5490000.300	Municipal Elections	15,000.00	1,104.00	13,896.00	7.36
001-512-5520000.000	Operating Supplies	300.00	0.00	300.00	0.00
001-512-5520000.210	Gasoline	0.00	136.02	(136.02)	100.00
001-512-5540000.200	Memberships	2,350.00	1,275.95	1,074.05	54.30
001-512-5550000.000	Education and Training	1,250.00	180.00	1,070.00	14.40
Total Dept 512-Administration		247,661.00	87,024.41	160,636.59	35.14

04/29/2014

EXPENDITURE REPORT FOR VILLAGE OF BISCAYNE PARK

PERIOD ENDING 03/31/2014

% Fiscal Year Completed: 49.86

GL NUMBER	DESCRIPTION	2013-14 BUDGET	YTD BALANCE 03/31/2014	AVAILABLE BALANCE	% BDGT USED
Fund 001 - General Fund					
Expenditures					
Dept 513-Finance					
001-513-5120000.000	Regular Salaries	32,105.00	15,272.16	16,832.84	47.57
001-513-5140000.000	Overtime	2,500.00	341.03	2,158.97	13.64
001-513-5210000.000	Fica/Medicare	2,648.00	1,194.49	1,453.51	45.11
001-513-5220000.000	Florida Retirement System	2,405.00	1,160.37	1,244.63	48.25
001-513-5230000.000	Life & Health Insurance	5,220.00	2,561.37	2,658.63	49.07
001-513-5240000.000	Workermans Compensation	80.00	41.09	38.91	51.36
001-513-5300000.000	Bank Service Charges	500.00	718.35	(218.35)	143.67
001-513-5320000.000	Professional Services-Audit Fees	18,000.00	0.00	18,000.00	0.00
001-513-5340000.010	Payroll Processing Fees	4,000.00	1,683.02	2,316.98	42.08
001-513-5340000.100	Contract Services-Finance	72,000.00	36,000.00	36,000.00	50.00
001-513-5450000.150	Liability Insurance	5,435.00	0.00	5,435.00	0.00
001-513-5450000.210	Insurance-Property	1,040.00	542.59	497.41	52.17
001-513-5540000.200	Memberships	320.00	0.00	320.00	0.00
001-513-5550000.000	Education & Training	500.00	0.00	500.00	0.00
001-513-5630000.100	Accounting Software	1,395.00	1,600.00	(205.00)	114.70
001-513-5640000.100	Capital Acquisitions-Accounting & Permit	3,334.00	1,666.00	1,668.00	49.97
Total Dept 513-Finance		151,482.00	62,780.47	88,701.53	41.44

04/29/2014

EXPENDITURE REPORT FOR VILLAGE OF BISCAYNE PARK

PERIOD ENDING 03/31/2014

% Fiscal Year Completed: 49.86

<u>GL NUMBER</u>	<u>DESCRIPTION</u>	<u>2013-14 BUDGET</u>	<u>YTD BALANCE 03/31/2014</u>	<u>AVAILABLE BALANCE</u>	<u>% BDGT USED</u>
Fund 001 - General Fund					
Expenditures					
Dept 515-Planning & Zoning					
001-515-5310000.000	Professional Fees	5,000.00	0.00	5,000.00	0.00
001-515-5310000.317	Professional Services Engineering /Plann	15,000.00	8,802.50	6,197.50	58.68
Total Dept 515-Planning & Zoning		20,000.00	8,802.50	11,197.50	44.01

GL NUMBER	DESCRIPTION	2013-14 BUDGET	YTD BALANCE 03/31/2014	AVAILABLE BALANCE	% BDGT USED
Fund 001 - General Fund					
Expenditures					
Dept 519-Other Government					
001-519-5120000.000	Regular Salaries	22,880.00	10,922.79	11,957.21	47.74
001-519-5210000.000	Fica/Medicare	1,751.00	833.29	917.71	47.59
001-519-5220000.000	Florida Retirement System	1,590.00	791.74	798.26	49.79
001-519-5230000.000	Life & Health Insurance	5,471.00	3,136.15	2,334.85	57.32
001-519-5240000.000	Workermans Compensation	57.00	29.26	27.74	51.33
001-519-5310000.101	Professional Services-Medical	1,450.00	740.00	710.00	51.03
001-519-5310000.135	Professional Sevices-Lobbyist	2,000.00	0.00	2,000.00	0.00
001-519-5310000.150	Professional Services-Legal	75,000.00	20,809.60	54,190.40	27.75
001-519-5310000.160	Professional Services-Other Legal	10,000.00	0.00	10,000.00	0.00
001-519-5410000.100	Telephone/Communiations	13,500.00	5,075.18	8,424.82	37.59
001-519-5420000.000	Postage	3,000.00	1,931.26	1,068.74	64.38
001-519-5430000.315	Water & Sewer	0.00	3,776.36	(3,776.36)	100.00
001-519-5440000.100	Leased Equipment	3,000.00	1,389.68	1,610.32	46.32
001-519-5440000.420	Rental Storage Facility	1,800.00	3,029.52	(1,229.52)	168.31
001-519-5450000.100	Insurance-Liability	9,874.00	5,456.81	4,417.19	55.26
001-519-5450000.210	Insurance-Property	3,111.00	2,441.04	669.96	78.46
001-519-5450000.300	Insurance-Vehicles	650.00	307.80	342.20	47.35
001-519-5460000.200	Repairs & Maintenance-Equipment	3,000.00	2,105.07	894.93	70.17
001-519-5460000.500	Repairs & Maintenance-Pest Control	0.00	235.82	(235.82)	100.00
001-519-5470000.000	Printing	1,000.00	683.61	316.39	68.36
001-519-5480000.100	Promotional Activities-Newletter	3,600.00	2,731.80	868.20	75.88
001-519-5490000.200	Filing Fees-Liens	1,500.00	22.50	1,477.50	1.50
001-519-5510000.000	Office Supplies	3,500.00	3,278.78	221.22	93.68
001-519-5520000.000	Operating Supplies	1,500.00	1,611.02	(111.02)	107.40
001-519-5540000.420	MEMBERSHIPS	2,375.00	1,570.00	805.00	66.11
001-519-5550000.000	Education & Training	50.00	0.00	50.00	0.00
001-519-5640000.200	Capital Acquisitions-IT Project	13,500.00	7,270.00	6,230.00	53.85
001-519-5690000.000	General Contingencies	51,348.00	858.94	50,489.06	1.67
001-519-5800000.200	Grants-Log Cobin	20,000.00	0.00	20,000.00	0.00
001-519-5820000.100	Aid to Private Organizations	2,500.00	0.00	2,500.00	0.00
Total Dept 519-Other Government		259,007.00	81,038.02	177,968.98	31.29

PERIOD ENDING 03/31/2014

% Fiscal Year Completed: 49.86

GL NUMBER	DESCRIPTION	2013-14 BUDGET	YTD BALANCE 03/31/2014	AVAILABLE BALANCE	% BDGT USED
Fund 001 - General Fund					
Expenditures					
Dept 521-Police					
001-521-5120000.000	Regular Salaries	491,591.00	242,273.31	249,317.69	49.28
001-521-5130000.000	Other Salaries & Wages	18,943.00	18,943.00	0.00	100.00
001-521-5130000.100	Other Salaries & Wages-Part Time Salarie	16,406.00	8,185.44	8,220.56	49.89
001-521-5140000.000	Overtime	21,000.00	12,052.37	8,947.63	57.39
001-521-5150000.000	Special Pay	4,380.00	1,825.00	2,555.00	41.67
001-521-5160000.000	Court Pay	32,000.00	10,094.68	21,905.32	31.55
001-521-5210000.000	Fica/Medicare	44,701.00	22,444.01	22,256.99	50.21
001-521-5220000.000	Florida Retirement System	109,214.00	49,608.63	59,605.37	45.42
001-521-5230000.000	Life & Health Insurance	57,420.00	28,414.08	29,005.92	49.48
001-521-5240000.000	Workermans Compensation	21,912.00	14,269.83	7,642.17	65.12
001-521-5400000.200	Mileage & Per Diem	1,000.00	450.00	550.00	45.00
001-521-5410000.100	Communications -Telephone	6,000.00	2,096.02	3,903.98	34.93
001-521-5430000.302	Electric-Police	800.00	556.51	243.49	69.56
001-521-5440000.200	Rent Storage Facility	3,960.00	1,980.00	1,980.00	50.00
001-521-5450000.100	Insurance-Liability	35,054.00	19,372.44	15,681.56	55.26
001-521-5450000.210	Insurance-Property	6,709.00	3,500.07	3,208.93	52.17
001-521-5450000.300	Insurance-Vehicles	11,500.00	5,294.47	6,205.53	46.04
001-521-5450000.350	Insurance-Workers Compensation	11,500.00	0.00	11,500.00	0.00
001-521-5460000.200	Repairs & Maintenance-Equipment	2,500.00	558.91	1,941.09	22.36
001-521-5460000.225	Repairs & Equipment-Radios	2,000.00	60.00	1,940.00	3.00
001-521-5460000.250	Repairs & Maintenance-Vehicles	13,000.00	14,569.63	(1,569.63)	112.07
001-521-5490000.250	Prosecution/Police Arrest Forms	2,000.00	1,104.23	895.77	55.21
001-521-5520000.000	Miscellaneous Operating Supplies	3,500.00	14,194.55	(10,694.55)	405.56
001-521-5520000.202	Shortage Gas Inventory	0.00	1,584.80	(1,584.80)	100.00
001-521-5520000.205	Uniforms & Cleaning	6,000.00	2,040.63	3,959.37	34.01
001-521-5520000.210	Gasoline	50,000.00	29,658.43	20,341.57	59.32
001-521-5520000.400	K-9 Operating Supplies	2,500.00	888.81	1,611.19	35.55
001-521-5540000.200	Memberships	750.00	620.00	130.00	82.67
001-521-5550000.000	Education & Training	2,000.00	739.90	1,260.10	37.00
001-521-5701000.000	Debt Serving-Principal	14,250.00	2,511.46	11,738.54	17.62
001-521-5720500.000	Debt Serving-Interest	3,450.00	394.88	3,055.12	11.45
001-521-5800000.100	Byrne Grant-2013	1,950.00	1,906.00	44.00	97.74

04/29/2014

EXPENDITURE REPORT FOR VILLAGE OF BISCAYNE PARK

PERIOD ENDING 03/31/2014

% Fiscal Year Completed: 49.86

GL NUMBER	DESCRIPTION	2013-14 BUDGET	YTD BALANCE 03/31/2014	AVAILABLE BALANCE	% BDGT USED
Fund 001 - General Fund					
Expenditures					
Total Dept 521-Police		997,990.00	512,192.09	485,797.91	51.32
Dept 524-Building Department					
001-524-5120000.000	Regular Salaries	43,940.00	25,682.79	18,257.21	58.45
001-524-5210000.000	Fica/Medicare	3,361.00	1,753.98	1,607.02	52.19
001-524-5220000.000	Florida Retirement System	3,054.00	1,637.76	1,416.24	53.63
001-524-5230000.000	Life & Health Insurance	5,993.00	2,941.60	3,051.40	49.08
001-524-5240000.000	Workermans Compensation	110.00	57.47	52.53	52.25
001-524-5310000.120	Professional Services-Inspectors	86,032.00	23,727.04	62,304.96	27.58
001-524-5450000.100	Insurance-Liability	3,754.00	2,074.62	1,679.38	55.26
001-524-5450000.210	Insurance-Property	705.00	367.80	337.20	52.17
001-524-5550000.000	Education & Training	50.00	0.00	50.00	0.00
001-524-5630000.100	Accounting Software	1,396.00	1,000.00	396.00	71.63
001-524-5640000.100	Capital Acquisitions-Accounting & Permit	3,333.00	1,667.00	1,666.00	50.02
Total Dept 524-Building Department		151,728.00	60,910.06	90,817.94	40.14

PERIOD ENDING 03/31/2014

% Fiscal Year Completed: 49.86

GL NUMBER	DESCRIPTION	2013-14 BUDGET	YTD BALANCE 03/31/2014	AVAILABLE BALANCE	% BDGT USED
Fund 001 - General Fund					
Expenditures					
Dept 529-Code Enforcement					
001-529-5120000.000	Regular Salaries	45,812.00	20,946.76	24,865.24	45.72
001-529-5210000.000	Fica/Medicare	3,504.00	1,602.44	1,901.56	45.73
001-529-5220000.000	Florida Retirement System	3,184.00	1,525.32	1,658.68	47.91
001-529-5230000.000	Life & Health Insurance	5,742.00	2,817.52	2,924.48	49.07
001-529-5240000.000	Workers Compensation	115.00	59.01	55.99	51.31
001-529-5400000.000	Telephone/Communiations	360.00	150.00	210.00	41.67
001-529-5450000.100	Insurance-Liability	1,649.00	911.33	737.67	55.27
001-529-5450000.210	Insurance-Property	310.00	161.70	148.30	52.16
001-529-5450000.300	Insurance-Vehicles	450.00	207.17	242.83	46.04
001-529-5460000.250	Repairs & Maintenance-Vehicles	900.00	636.49	263.51	70.72
001-529-5520000.000	Operating Supplies	200.00	0.00	200.00	0.00
001-529-5520000.205	Uniforms & Cleaning	250.00	250.00	0.00	100.00
001-529-5520000.210	Gasoline	600.00	346.31	253.69	57.72
001-529-5540000.200	Memberships	0.00	35.00	(35.00)	100.00
001-529-5550000.000	Education & Training	700.00	656.99	43.01	93.86
001-529-5630000.100	Accounting Software	1,396.00	1,000.00	396.00	71.63
001-529-5640000.100	Capital Acquisitions-Accounting & Permit	3,333.00	1,667.00	1,666.00	50.02
Total Dept 529-Code Enforcement		68,505.00	32,973.04	35,531.96	48.13

GL NUMBER	DESCRIPTION	2013-14 BUDGET	YTD BALANCE 03/31/2014	AVAILABLE BALANCE	% BDGT USED
Fund 001 - General Fund					
Expenditures					
Dept 539-Public Works					
001-539-5120000.000	Regular Salaries	78,000.00	35,944.79	42,055.21	46.08
001-539-5210000.000	Fica/Medicare	5,967.00	2,749.82	3,217.18	46.08
001-539-5220000.000	Florida Retirement System	5,421.00	2,355.76	3,065.24	43.46
001-539-5230000.000	Life & Health Insurance	7,830.00	3,989.80	3,840.20	50.96
001-539-5240000.000	Workermans Compensation	4,187.00	2,149.51	2,037.49	51.34
001-539-5410000.100	Communications -Telephone	3,000.00	833.08	2,166.92	27.77
001-539-5430000.301	Electric-Village Hall	3,900.00	1,891.64	2,008.36	48.50
001-539-5430000.303	Electric-Public Works	3,000.00	1,123.23	1,876.77	37.44
001-539-5430000.304	Electric-Entrance Sign	225.00	104.61	120.39	46.49
001-539-5430000.305	Electric-Street Lights	400.00	0.00	400.00	0.00
001-539-5430000.315	Water & Sewer	6,000.00	1,032.62	4,967.38	17.21
001-539-5440000.100	Leased Equipment	2,000.00	1,255.65	744.35	62.78
001-539-5450000.100	Insurance-Liability	10,620.00	5,869.11	4,750.89	55.26
001-539-5450000.210	Insurance-Property	2,500.00	1,268.06	1,231.94	50.72
001-539-5450000.300	Insurance-Vehicles	500.00	230.22	269.78	46.04
001-539-5460000.100	Repairs & Maintenance-Landscaping	24,000.00	16,946.20	7,053.80	70.61
001-539-5460000.160	Repairs & Maintenance-Log Cabin	4,000.00	405.87	3,594.13	10.15
001-539-5460000.200	Repairs & Maintenance-Equipment	10,500.00	4,672.35	5,827.65	44.50
001-539-5460000.275	Repairs & Maintenance-Buildings	3,000.00	2,180.75	819.25	72.69
001-539-5460000.300	Repairs & Maintenance-Sidewalks & Median	27,000.00	9,205.00	17,795.00	34.09
001-539-5520000.000	Miscellaneous Operating Supplies	2,900.00	2,189.38	710.62	75.50
001-539-5520000.205	Uniforms & Cleaning	500.00	501.72	(1.72)	100.34
001-539-5520000.210	Gasoline	1,400.00	238.32	1,161.68	17.02
001-539-5540000.200	Memberships	500.00	0.00	500.00	0.00
001-539-5550000.000	Education and Training	1,200.00	168.78	1,031.22	14.07
001-539-5640000.000	Capital Acquisitions-Equipment	4,000.00	0.00	4,000.00	0.00
Total Dept 539-Public Works		212,550.00	97,306.27	113,897.79	45.78

PERIOD ENDING 03/31/2014

% Fiscal Year Completed: 49.86

GL NUMBER	DESCRIPTION	2013-14 BUDGET	YTD BALANCE 03/31/2014	AVAILABLE BALANCE	% BDGT USED
Fund 001 - General Fund					
Expenditures					
Dept 572-Parks and Recreation					
001-572-5120000.000	Regular Salaries	68,863.00	28,038.30	40,824.70	40.72
001-572-5130000.100	Other Salaries & Wages-Part Time Salarie	38,584.00	8,770.71	29,813.29	22.73
001-572-5140000.000	Overtime	1,000.00	563.81	436.19	56.38
001-572-5210000.000	Fica/Medicare	8,296.00	2,858.98	5,437.02	34.46
001-572-5220000.000	Florida Retirement System	7,537.00	2,544.83	4,992.17	33.76
001-572-5230000.000	Life & Health Insurance	10,440.00	4,346.08	6,093.92	41.63
001-572-5240000.000	Workermans Compensation	3,359.00	1,724.42	1,634.58	51.34
001-572-5340000.125	Contractual Services-Janitorial Services	3,500.00	1,440.00	2,060.00	41.14
001-572-5400000.000	Telephone/Communiations	1,800.00	923.55	876.45	51.31
001-572-5430000.120	Utilities-Recreation Center	5,400.00	2,808.97	2,591.03	52.02
001-572-5440000.100	Leased Equipment	750.00	318.96	431.04	42.53
001-572-5450000.100	Insurance-Vehicles	1,000.00	460.38	539.62	46.04
001-572-5450000.150	Liability Insurance	4,947.00	0.00	4,947.00	0.00
001-572-5450000.210	Insurance-Property	1,612.00	853.81	758.19	52.97
001-572-5460000.100	Repairs & Maintenance-Landscaping	14,000.00	4,739.47	9,260.53	33.85
001-572-5460000.200	Repairs & Maintenance-Equipment	4,000.00	255.32	3,744.68	6.38
001-572-5460000.250	Repairs & Maintenance-Vehicles	2,300.00	365.33	1,934.67	15.88
001-572-5460000.275	Repairs & Maintenaince-Buildings	3,000.00	702.35	2,297.65	23.41
001-572-5460000.400	Repairs & Maintenaince-Irrigation	500.00	153.87	346.13	30.77
001-572-5490000.905	Concession Expenses	750.00	86.96	663.04	11.59
001-572-5490000.915	Miscellaneous Special Events	7,500.00	4,249.09	3,250.91	56.65
001-572-5520000.000	Miscellaneous Operating Supplies	1,000.00	393.81	606.19	39.38
001-572-5520000.205	Uniforms & Cleaning	800.00	361.63	438.37	45.20
001-572-5520000.210	Gasoline	1,650.00	600.29	1,049.71	36.38
001-572-5520000.215	Janitorial Supplies	1,000.00	0.00	1,000.00	0.00
001-572-5540000.200	Memberships	300.00	0.00	300.00	0.00
001-572-5550000.000	Education and Training	850.00	141.49	708.51	16.65
Total Dept 572-Parks and Recreation		194,738.00	67,702.41	127,035.59	34.77



Village of Biscayne Park Commission Agenda Report

Village Commission Meeting Date:	May 21, 2014
Subject:	Ordinance 2014—03 Granting an Exclusive Franchise for Solid Waste Collection Services to Waste Pro of Florida, Inc.
Prepared By:	Heidi Shafran, AICP, Village Manager
Sponsored By:	Staff

BACKGROUND

At its April 1, 2014 meeting, the Village Commission directed Staff to negotiate a contract with Waste Pro of Florida, Inc. At the May 6, 2014 Village Commission meeting, the Franchise Agreement was approved on first reading. The Village Commission directed Staff to address the following outstanding issues. These items are reflected in the franchise agreement.

- Rewrite Article V to further clarify that side/back door service is free and available to all Village residents – Article V is now appropriately titled “Off-street Residential Collection Service” and includes the following language: *Contractor shall provide off-street collection of Residential Solid Waste from residential service units if a request for off-street service has been made to and approved by Village in the manner required by Village, including a waiver of liability form filled out by the property owner. Village shall notify Contractor in writing of any residents requiring off-street service. No additional monies shall be due to the Contractor for the provision of off-street service. The point of collection for off-street service shall be the back or side yard or such other location as is mutually agreeable to the Contractor and the resident. In the event the appropriate location cannot be agreed upon, the Village shall mediate the dispute and designate the location for collection. Contractor shall provide off-street service on the same scheduled collection day that residential curbside service would otherwise be provided to the residential service unit.*
- Negotiate a higher percentage in favor of the Village for the solid waste avoidance rebate – Staff was able to negotiate a 65% share for the Village and further clarified the method in which the rebate would be calculated annually.
- Include clear language for a termination clause -- Article XVI (Termination for Cause) states: *The Village may terminate this Agreement if the Contractor materially breaches this Agreement and*

May 21, 2014

Commission Agenda Report

Ordinance 2014–03 Granting an Exclusive Franchise for Solid Waste Collection Services to Waste Pro of Florida, Inc.

does not cure said material breach within seven (7) days of receipt of written notice from the Village. If the breach cannot be reasonably cured within the applicable cure period, the Village may extend the time limit provided that the Contractor promptly undertakes and continues efforts to cure said material breach within a reasonable time. If the material breach is not cured, the Village may terminate this Agreement by providing written notice. Such termination will be effective on the date given in the notice.

- Provide for Liquidated Damages and/or financial consequences, for example, if the Contractor does not complete a route – The agreement states: *In the event Contractor is in violation of any provision of this Agreement, the Village may choose to levy liquidated damages as outlined below:*

1st event – written warning, with twenty four (24) hours to cure

2nd event - \$500 per day

3rd event - \$750 per day

4th event or more - \$1000 per day

- Similarly, missed pick-ups are addressed in Article VII -- *If the Village Manager or a customer notifies the Contractor about a missed collection, the Contractor shall promptly return to the customer's premises and collect all of the residential waste, or recyclable material (as the case may be) that has been set out for collection. If the Contractor is notified before noon, the collection shall be completed before the end of that day. If the Contractor is notified after noon, the collection shall be completed before noon on the next operating day.*
- Negotiate a higher franchise fee for the Village – The franchise fee has been raised to 11%.

Additionally, the following items were discussed with Waste Pro:

- Continue service to alleys – due to the size of trucks and the conditions of the alleys (unpaved or poorly paved) service will not be provided to the alleys. This same limitation is currently in place with the recycling service provided by Miami Shores and alley service would have been suspended if the Village had purchased new trucks. All Miami Shores recycling has been collected curbside by 25 cubic yard trucks.
- Review days of service, specifically yard waste pick-up on Monday – Waste Pro wishes to maintain a Tuesday / Friday schedule of services with garbage, trash and yard waste pick-up Village-wide on Tuesdays.

The scope of services, as outlined in the franchise agreement include:

- Twice a week manual pick-up of **garbage** on **Tuesdays** and **Fridays** for all residences, multiple unit residences, non-residential use sites, and municipal owned buildings. Residents will provide their own containers, not to exceed forty (40) gallons in capacity. Residents will place their containers out on the curb unless they are registered with the Village for “Off-street

May 21, 2014

Commission Agenda Report

Ordinance 2014-03 Granting an Exclusive Franchise for Solid Waste Collection Services to Waste Pro of Florida, Inc.

Residential Collection Service” whereas Waste Pro will then enter their property and pick-up their garbage from inside the property.

- Once a week manual pick-up of **trash and yard waste** (vegetative waste) on **Tuesdays**. Residents place either their container(s) not to exceed forty (40) gallons or a pile, not to exceed 2 cubic yards (3ft x 3ft x 6ft), out on the curb for pick-up.
- Once a week pick-up of **recyclable** materials on **Fridays**. Residents place their provided container out on the curb for pick-up unless they are registered with the Village for “Off-street Residential Collection Service” whereas Waste Pro will then enter their property and pick-up their garbage from inside the property.
- Special Pick-up of items over two (2) cubic yard, appliances (white goods) and other bulk pick-up such as mattresses and furniture shall be at the rates established by Village resolution.
- Hours of operation for collection shall be limited to 7:00AM-5:30PM. (This restriction does not apply to the first 90 days of the contract)
- Four (4) Quarterly Saturday pick-ups shall be scheduled with the Village.

The proposed contract includes the following terms:

- Contract amount of \$388,933.00 annually to be paid by the Village from the Solid Waste Management Fee Assessment. This rate will not change until October 1, 2016, at which time it may only increase to a maximum of 5%. This increase is based on the Consumer Price Index (CPI) and the Fuel Index.
- Five (5) year contract with an opportunity to be extended for up to two (2) additional five (5) year terms, if agreed to by both parties.
- Manual collection of garbage, trash and yard waste.
- Automated Recycling Service including roll-out carts provided by the Village. Waste Pro will maintain and repair the carts, as needed. The Village will provide 35 gallon or 65 gallon recycling carts to residents.
- Franchise fee equal to eleven percent (11%) payable to the Village for all single-family, multi-family and nonresidential accounts serviced by Waste Pro in the Village.
- Waste Pro will share all recycling rebates received from the sale of recyclables from the Village in the form of a recycling rebate. The recycling rebate shall be shared 80% to the Village and 20% to Waste Pro.

May 21, 2014

Commission Agenda Report

Ordinance 2014-03 Granting an Exclusive Franchise for Solid Waste Collection Services to Waste Pro of Florida, Inc.

- Annual donation of \$5,000.00 in payment and/or in-kind services to the Village for special events and community outreach.
- Waste Pro to pay equal to sixty-five percent (65%) of the annual disposal avoidance to the Village as a Solid Waste Avoidance Rebate. The Solid Waste Avoidance Rebate generates income back to the Village when recycling disposal goes up and garbage disposal goes down.
- A “Most Favored Nation” clause which allows the Village to take advantage of a lower rate if Waste Pro negotiates a new contract with another municipality in Miami-Dade County and has a lower rate residential services rate.
- The Contract includes expectations for the workforce employed by Waste Pro in the Village. This includes the offer to hire Village employees, provide and maintain a list of all Waste Pro employees servicing the Village, complying with the Miami-Dade Living Wage and maintaining a competent, qualified, sober and drug-free workforce.

FISCAL / BUDGET IMPACT

Based on the terms of the contract, the estimated annual revenue to the Village is as follows:

Contractual Obligation	Revenue
Franchise Fee (11%)	\$42,783.00
Special Events Donation	\$5,000.00
Recycling Rebate (80%)	TBD
Solid Waste Avoidance Rebate (65%)	TBD
Total Estimate Annual Revenue:	\$47,783 plus rebates

STAFF RECOMMENDATION

Staff recommends approval of Ordinance No. 2014-03 -- an agreement between the Village of Biscayne Park and Waste Pro of Florida, Inc. for Solid Waste and Recycling Collection Services.

ATTACHMENTS

- Ordinance No. 2014-03
- Agreement between Village of Biscayne Park, Florida and Waste Pro of Florida, Inc. for Solid Waste and Recycling Collection Services with Exhibits A, B,C & D.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33

ORDINANCE NO. 2014-03

AN ORDINANCE OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA, GRANTING AN EXCLUSIVE FRANCHISE FOR SOLID WASTE COLLECTION SERVICES TO WASTE PRO OF FLORIDA, INC.; REPEALING ALL ORDINANCES INCONSISTENT WITH THIS ORDINANCE; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, it is necessary to provide for solid waste collection services consisting of garbage, trash collection and recycling services within the Village of Biscayne Park; and,

WHEREAS, the Village Commission finds that it will promote the health, safety and welfare of Village residents to select a single provider to provide solid waste collection services, subject to the terms and conditions set forth in this agreement; and,

WHEREAS, the Village Commission has determined that it is in the best interest of its residents that a single provider have an exclusive franchise for all solid waste collection services; and,

WHEREAS, the Village Commission finds that this agreement and the franchise granted herein properly balances the Village’s desire to provide excellent, environmental-sound solid waste collection services with the Village’s desire to minimize the costs of such services, while providing additional environmental and beautification benefits to the Village; and,

WHEREAS, pursuant to a competitive bid proposal process, it has been determined that Village residents will best be served by granting a franchise to Waste Pro of Florida, Inc.

NOW THEREFORE, BE IT ORDAINED BY THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA:

Section 1. Grant of Franchise. Waste Pro of Florida, Inc., is hereby granted an exclusive franchise to provide solid waste collection service within the Village of Biscayne Park, in accordance with the provisions of the Franchise Agreement between the Village of Biscayne Park and Waste Pro of Florida, Inc., hereinafter referred to as “Franchise”, attached hereto as Exhibit “A” and by this reference made a part hereof.

**AGREEMENT
BETWEEN
VILLAGE OF BISCAYNE PARK, FLORIDA
AND
WASTE PRO OF FLORIDA, INC.
FOR
SOLID WASTE AND RECYCLING COLLECTION SERVICES**

This Agreement made and entered into this _____ day of _____, 2014, by and between the VILLAGE OF BISCAYNE PARK, FLORIDA, a municipal corporation of the State of Florida (hereinafter “Village”) and Waste Pro of Florida, Inc. (hereinafter “Contractor”).

WHEREAS, Village issued competitive RFP No. 2014-01 (hereinafter the “RFP”) for Solid Waste and Recycling Collection Services; and

WHEREAS, Contractor was awarded RFP by a selection committee as directed by the Village Commission; and

WHEREAS, pursuant to Section 4.03 of the Village Charter, on _____, 2014 the Village Commission adopted Ordinance Number 2014-03 which authorized execution of this Franchise Agreement by both parties on terms substantially similar to those stated in the RFP;

NOW, THEREFORE, in consideration of the mutual promises and understandings set forth herein, the parties hereto agree as follows:

**ARTICLE I
INCORPORATION OF DOCUMENTS**

The RFP, including Addenda #1 through #4, and the proposal submitted by the Contractor, (hereinafter, collectively, the “RFP Documents”) are attached hereto and incorporated herein in their entirety as Exhibit “A”. Except as otherwise provided in this Agreement, the parties shall comply with the terms and conditions set forth in the RFP Documents.

**ARTICLE II
TERM**

The term of this Agreement/Franchise for Solid Waste and Recycling Collection Services (the “Term”) shall be for five (5) consecutive years, commencing on _____, 2014 at 12:00 AM through _____, 2019 at 11:59 PM. The term may be extended for up to two (2) additional five (5) year terms, subject to the execution of a written amendment to this Agreement signed by both parties unless the Contractor gives written notice to the Village Manager that the Contractor is not willing to renew this Agreement and such notice is delivered at least three hundred sixty (360) calendar days before the end of the then current term of the Agreement. With regard to the initial term and each renewal term (if any), the

Village shall give written notice to the Contractor at least one hundred eighty (180) calendar days before the end of the then current term if the Village wishes to renew this Agreement.

ARTICLE III FRANCHISE

For a period of five (5) years commencing on _____, 2014 (the “Effective Date”), and for any renewal terms, the Village hereby grants Contractor the exclusive franchise and the sole obligation to operate and maintain a comprehensive garbage, trash and other refuse collection including roll-off and removal system and service as well as recycling collection systems for residential customers in and for the Village as specified in RFP NO. 2014-01, which is attached hereto as Exhibit “A”, and incorporated herein. Contractor is authorized by Village to enter in, upon, over and across the present and future streets, alleys, bridges, easements and other public places of the Village for the purposes of collecting the garbage, trash, recyclables, and other refuse of the residents, inhabitants, businesses and other entities existing within the municipal corporate limits of the Village, Miami-Dade County, Florida, or as directed in conformance with the Charter and Ordinances of the Village and other applicable law. Further, Contractor may enter certain private property for the purpose of collection as described above provided the waiver of liability form is properly completed by the property owner.

ARTICLE IV DUTIES OF CONTRACTOR

The Village shall provide all recycling receptacles to be used by serviced residential units. The Contractor shall maintain all recycling receptacles to be used by serviced residential units. The Contractor will replace up to 10% of missing receptacles Village-wide in any given year.

All services provided shall be consistent with “Exhibit C” Scope of Services, attached hereto and incorporated herein. All collection shall be consistent with all Village Ordinances, as amended from time to time.

The Contractor shall provide the Village with \$5,000.00 in payment and in-kind services for special events and community outreach each year of this Term.

Contractor will strive to implement Compressed Natural Gas (CNG) recycling collection vehicles in the Village by October 1, 2017.

ARTICLE V OFF-STREET RESIDENTIAL COLLECTION SERVICE

Contractor shall provide off-street collection of Residential Solid Waste from residential service units if a request for off-street service has been made to and approved by Village in the manner required by Village, including a waiver of liability form filled out by the property owner. Village shall notify Contractor in writing of any residents requiring off-street service. No additional monies shall be due to the Contractor for the provision of off-street service. The point of collection for off-street service shall be

the back or side yard or such other location as is mutually agreeable to the Contractor and the resident. In the event the appropriate location cannot be agreed upon, the Village shall mediate the dispute and designate the location for collection. Contractor shall provide off-street service on the same scheduled collection day that residential curbside service would otherwise be provided to the residential service unit.

ARTICLE VI PROPER COLLECTION PROCEDURES FOR CONTRACTOR

When providing collection services, Contractor shall thoroughly empty the customer's collection containers and return them in an upright position to the location where they were placed by the customer.

After the Contractor empties a collection container that has a lid, the Contractor shall place the lid back on top of the collection container and close it securely.

Contractor shall handle collection containers carefully and in a manner to prevent damage. Garbage cans, garbage carts, recycling containers and their lids shall not be tossed or thrown by the Contractor.

The Contractor shall provide collection service with as little noise and disturbance as possible.

ARTICLE VII PROCEDURES FOR MISSED COLLECTIONS

If the Village Manager or a customer notifies the Contractor about a missed collection, the Contractor shall promptly return to the customer's premises and collect all of the residential waste, or recyclable material (as the case may be) that has been set out for collection. If the Contractor is notified before noon, the collection shall be completed before the end of that day. If the Contractor is notified after noon, the collection shall be completed before noon on the next operating day.

ARTICLE VIII SPILLAGE AND LITTER BY CONTRACTOR

Contractor shall not cause or allow any solid waste, liquid, or other material to be spilled, released or otherwise dispersed in the Village as a result of the Contractor's activities.

Contractor shall immediately pick up any spillage or litter from collection containers that is caused by the Contractor.

When hauling or transporting any material over public roads in the Village, the Contractor shall use a covered or enclosed vehicle or other device to prevent the material from falling, blowing or escaping from the vehicle. If solid waste or any other material escapes from or is scattered by Contractor's vehicle for any reason, Contractor shall immediately pick up such material.

Contractor's vehicles shall not release or cause litter in violation of the Florida Litter Law (Section 403.413, Florida Statutes) or the Village Code. If litter is released or falls from Contractor's vehicle for any reason, the Contractor shall immediately stop the vehicle and retrieve the litter.

The Contractor shall immediately clean up any oil, hydraulic fluid or other liquid that leaks or spills from Contractor's vehicles and the Contractor shall repair any associated damage.

If the Village Manager or a customer notifies the Contractor before noon that the Contractor has caused litter, or caused a leak or spill of solid waste, oil, hydraulic fluid or other liquids or materials, the Contractor shall clean up the liquids and materials before the end of the day. If the Village Manager or a customer notifies the Contractor after noon, the Contractor shall clean up the liquid or materials before noon on the next operating day.

ARTICLE IX COLLECTION OF SOLID WASTE AFTER A DISASTER

Following a hurricane, tornado, or other natural or human event that is declared a federal disaster, the Contractor shall use its best efforts to immediately collect, by any means available, all of the solid waste that is set out by customers. This shall be the Contractor's primary responsibility until the Contractor is able to provide collection services on a routine basis, as determined by the Village Manager. The Contractor shall use its best efforts to resume its collection services on the scheduled collection days as soon as possible after the disaster.

This Agreement does not give the Contractor the right to collect disaster debris. The Village will enter into a separate contract with the Contractor if the Village wishes to utilize the Contractor's services for the collection of disaster debris. Nothing herein shall require the Village to utilize the services of Contractor, or prevent the Village from hiring another person to collect disaster debris. Among other things, the Village may utilize a disaster debris contract in accordance with the Village's emergency management plan or the Village may utilize the Village personnel and equipment for the collection of disaster debris.

ARTICLE X FRANCHISE FEE

Contractor agrees to pay eleven percent (11%) Franchise Fee to the Village in return for the use of the streets, alleys, bridges, easements and other public places of Village as reflected in the Rate Structure attached hereto as Exhibit "B", for Solid Waste, Recyclable Materials, and other refuse collection and removal accounts inclusive of single-family, multi-family and nonresidential accounts served within the Village's municipal corporate limits. The aforesaid payment shall be made to Village by:

(a) Village deducting the Franchise Fee from the amounts collected by Village from the accounts served by the Contractor, as provided herein, or

(b) Collection and payment of the Franchise Fee by Contractor where Contractor performs the billing and collection of payment, as provided by the direction of the Village under the terms and conditions of this Agreement.

The Village shall remit payment to the Contractor the sum of money equal to the Village's gross billing to resident per unit for solid waste collection services on a monthly basis, due on or before the 15th day of the following month.

ARTICLE XI RATE ADJUSTMENT

Annual Service Fee Adjustment. The service fee shall be adjusted on October 1, 2016 and each subsequent year during the term of this Agreement (including any renewal of this Agreement). The service fee shall be adjusted based on a combined index consisting of ninety percent (90%) of the percentage change in the previous year's Consumer Price Index (CPI) plus ten percent (10%) of the percentage change in the previous year's Fuel Index, as described below. The total rate increase in a given year shall be capped at five percent (5%).

Any rate adjustment requested by the Contractor must be fully documented and received by the Village Manager by April 15th of every year.

Current Service Fee x (90% x CPI change + 10% Fuel Index change) = Change in subsequent year's Service Fee.

The CPI change shall be the percentage change in the average CPI for All Urban Consumers (not seasonally adjusted, south urban, all items) published by the United States Department of Labor Bureau of Labor Statistics, for the twelve (12) month period ending the most recent June 30, as compared to the twelve (12) month average of the preceding year ending June 30.

The Fuel Index change shall be the percentage change in the average fuel prices published by the United States Department of Energy, Energy Information Administration, for Lower Atlantic PADD 1C (No. 2 Diesel Low Sulfur Commercial Prices by All Sellers) for the twelve (12) month period ending the most recent June 30, as compared to the twelve (12) month average of the preceding year ending June 30.

Example:

Assumptions: CPI change= 2.95% - Fuel Index change = 11.4%

Combined Index= (90% x CPI change + (10% Fuel Index change) = 3.78%

Adjustment by Petition. The Contractor may petition the Village to adjust the rates listed based upon unusual and unanticipated increases in the cost of conducting business, including, but not limited to,

changes in laws or regulations. Any such petition shall be supported by documentation establishing the increase in operating costs and the reasons therefor. The Village may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered insufficient. In the event the Village does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the Village, the Agreement may be cancelled by the Village upon thirty (30) days' written notice to the Contractor. If requested by the Village, the Contractor shall continue to provide collection services for up to one hundred eighty (180) days at the previous adjusted rate.

In the event a municipality within Miami-Dade County negotiates a more favorable rate than the Village after the execution of this Agreement or for the provisions of the same or substantially the same services (residential only) provided in this Agreement with the Contractor of this Agreement, the Contractor shall be required to, upon execution of the agreement with the neighboring municipality, reduce the rates charged to the Village to be equal to or lower than the rates charged the neighboring municipality. Neighboring municipality shall mean all municipalities located within Miami-Dade County.

ARTICLE XII DISPOSAL OBLIGATION AND PAYMENT

Contractor and Village acknowledge the contractual obligation between the Village and Miami-Dade County, Florida for the disposal of solid waste. All solid waste collected for the Village by the Contractor shall be delivered to a Miami-Dade County Solid Waste System facility.

Contractor agrees to accept Recyclable Waste for disposal from the Village and Village agrees to deliver such Acceptable Waste. Recyclable Waste shall be defined as Recyclable Material, Recovered Materials collected by residents within the Village of Biscayne Park, Florida. For greater certainty, Village acknowledges that Recyclable Waste shall not contain any infectious waste or Hazardous Waste; "Hazardous Waste" means waste listed, characterized or designated as hazardous by the United States Environmental Protection Agency pursuant to the Resource Conservation and Recovery Act, 42 USC 6901 et seq., as amended from time to time and its implementing regulations, and by analogous Florida statute, regulations, orders or rules and includes any substance which is deemed hazardous by any judicial or governmental entity, body or agency having jurisdiction to make such determination; "Recyclable Material" shall have the meaning assigned to such term under Chapter 62-701.200 (104) F.A.C., as the same may be amended from time to time during the term hereof; "Recovered Materials" shall have the meaning assigned to such term under Chapter 62-701.200 (102) F.A.C., as the same may be amended from time to time during the term hereof with minimum contamination; and "Designated Disposal Facility" means the Contractor's designated approved Recycling Facility.

The service fee shall be inclusive of the cost of disposal not to exceed 2,700 tons. Any amount above 2,700 tons shall be paid by the Village at Contractor's direct cost.

The Village maintains the right to audit the cost of disposal on an annual basis.

In the event of a change in law for disposal obligation or a significant change in the Village's Recycling program that has the potential to materially affect the cost of disposal as set forth in Exhibit "D", attached hereto and incorporated herein, the Village and the Contractor agree that a generation study will be performed at the request of the Village with the cooperation of the Contractor. The Contractor will fund the study. The Village reserves the sole right to select the Consultant to perform the study. The Contractor and Village shall work together to develop a methodology that will be used to perform the waste generation study, including the selection of representative routes, and the scope, timing and duration of the study. However, the Village shall have the sole right to approve or revise the methodology for the waste generation study. The generation study will be designed to establish an alternate monthly cost of disposal. The Contractor shall cooperate fully with the Village related to the performance and completion of the study.

If the waste generation study results in an annual disposal avoidance factor that is lower than the initial generation rate due to the services provided by Contractor, the Contractor shall receive thirty five percent (35%) of any excess disposal fees and shall reimburse the Village sixty five percent (65%) of the annual disposal avoidance rebate to the Village due and payable within thirty (30) days of each contractual year. The Village may audit participation on an annual basis and reserves the right to increase this minimum based on increased recycling participation.

The Contractor shall share all recycling rebates derived from the sale of recyclables with the Village. The rebate share shall be twenty percent (20%) Contractor/eighty percent (80%) Village.

ARTICLE XIII WORKFORCE

The direction and supervision of solid waste and recycling collection and disposal shall be by competent, qualified, sober and drug-free personnel. The Contractor shall devote sufficient personnel, time and attention to the direction of operation to assure performance satisfactory to the Village. Any employee of the Contractor who does not conduct himself in a proper fashion, or is incompetent or negligent in the due and proper performance of his duty, or is disorderly, dishonest, intoxicated, obscene or grossly discourteous shall be discharged from duty in the Village upon receipt by the Contractor of a written request from the Village Manager that such action be taken. The Village shall specify reasons for the request.

The Contractor shall comply with all applicable state and federal laws relating to wages, hours, and all other applicable laws relating to the employment or protection of employees, now or hereafter in effect.

The Contractor agrees to pay all of its employees on duty in the Village no less than the Miami-Dade Living Wage and to abide by other requirements as established by the Congress of the United States in the Fair Labor Standards Act as amended and changed from time to time.

No person convicted of a crime(s) and/or repeated non-criminal violations of traffic laws which demonstrate a propensity to unfaithfully fulfill the duties of his employment such as, but not limited to, larcenous activity, aggravated battery or other violence, those relating to the operation of motor vehicles,

and any crime for which civil rights have been removed within the last two (2) years shall be employed by the Contractor for duty in the Village.

Contractor agrees to hire and retain for the term of this Agreement, subject to the Contractor's job performance standards, a minimum of six (6) of the Village's current sanitation department employees. Such employment shall be on a full time basis provided the employee accepts the employment offer (consisting of at least thirty five (35) hours per week of employment and eligibility for all benefits generally available for full-time employees of the Contractor) and at a wage at least equal to Contractor's employees in a similar position.

Contractor shall maintain and update the Village with a list of all Contractor employees servicing the Village.

ARTICLE XIV PHONE SERVICE

The Village may, at its discretion, forward a dedicated phone line for customer service purposes to the following number which shall be managed by Contractor: 305-651-7011.

ARTICLE XV LIQUIDATED DAMAGES

In the event Contractor is in violation of any provision of this Agreement, the Village may choose to levy liquidated damages as outlined below:

- 1st event – written warning, with twenty four (24) hours to cure
- 2nd event - \$500 per day
- 3rd event - \$750 per day
- 4th event or more - \$1000 per day

ARTICLE XVI TERMINATION FOR CAUSE

The Village may terminate this Agreement if the Contractor materially breaches this Agreement and does not cure said material breach within seven (7) days of receipt of written notice from the Village. If the breach cannot be reasonably cured within the applicable cure period, the Village may extend the time limit provided that the Contractor promptly undertakes and continues efforts to cure said material breach within a reasonable time. If the material breach is not cured, the Village may terminate this Agreement by providing written notice. Such termination will be effective on the date given in the notice.

ARTICLE XVII CONTRACTOR'S OBLIGATIONS PRIOR TO TERMINATION OF AGREEMENT

Continuation of Contractor's Service. If the Village does not exercise its right to renew this Agreement or if there are no renewal options remaining, the Village will attempt to award a new agreement at least

six (6) months prior to the expiration of this Agreement. In the event a new agreement has not been awarded within such time frame, the Contractor shall provide collection services to the Village for an additional ninety (90) calendar days after the expiration of this Agreement, at the then current rates, if the Village requests this service.

Sale or Lease of Contractor's Mechanical Containers. Upon request, the Contractor shall enter into good faith negotiations to allow the Village or the Village's newly selected franchise hauler to purchase, or rent for up to ninety (90) days, the mechanical containers (if any) used and owned by the Contractor in the service area. The purchase price and rental fee shall be negotiated, but shall not be greater than the fair market value.

Schedule for Termination of Contractor's Services. Prior to the termination of this Agreement, the Contractor shall work with the Village to ensure that there is no interruption or reduction of service when the Contractor ends its services to the Village. If a new franchise agreement is awarded to a franchise hauler other than the Contractor, the Contractor shall coordinate and cooperate with the newly selected franchise hauler, as well as the Village, to minimize any disruptions in the service provided to the public.

Village's Right to Procure New Services. At any time, the Village may issue a request for proposals, or commence negotiations with a hauler other than the Contractor, or take any other step deemed necessary by the Village to obtain the services of a hauler which will collect solid waste for the Village after this Agreement expires or is terminated.

ARTICLE XVIII ASSIGNMENT OF AGREEMENT

No assignment of this Agreement or any right or responsibility occurring under this Agreement, shall be made in whole or in part by the Contractor without the express written consent of the Village Manager. The Village Manager shall have the right to approve or deny, with or without cause, any proposed or actual assignment by the Contractor. Any assignment of this Agreement made by the Contractor without the express written consent of the Village Manager shall be null and void and shall be grounds for the Village to declare a default of this Agreement. In such cases, the Village may terminate this Agreement by giving written notice to the Contractor, and this Agreement shall be deemed terminated on the date designated in the notice. Upon such termination, all liability of the Village under this Agreement to the Contractor shall cease, except for the amounts due and owing for collection services completed at that time. Thereafter, the Village shall have the right to call the performance bond and shall be free to negotiate with any hauler for the service which is the subject of this Agreement.

In the event that the Village Manager's consent to any proposed assignment is denied, Contractor shall continue to provide all of the services required herein for the remainder of the term.

If any assignment is approved by the Village Manager, the assignee shall fully assume all of the liabilities of the Contractor.

The requirements of this Article shall include, but not be limited to, cases where the Contractor hires a subcontractor to undertake any of the Contractor's obligations under this Agreement.

ARTICLE XIX INDEMNIFICATION

The parties hereby agree that the following indemnification provision shall govern this Agreement:

Contractor agrees to indemnify and hold harmless the Village, its officers, agents and employees from and against any and all claims, suits, actions, damages and causes of action whatsoever, legal or administrative proceedings, liabilities, interest, attorney's fees, costs of any kind whether arising prior to the start of activities or following completion or acceptance and in any manner directly or indirectly caused, occasioned or contributed to in whole or in part by reason of any act, error or omission, fault or negligence whether active or passive by Contractor, or anyone acting under its control, direction, or on its behalf in connection with or incident to its performance of this Agreement and the RFP Documents. Nothing in this Agreement, or under the RFP Documents, shall be construed to affect in any way the Village's rights, privileges, and immunities under the doctrine of "sovereign immunity" and as set forth in Section 786.28, Florida Statutes.

ARTICLE XX VILLAGE'S RIGHT TO INSPECT AND AUDIT CONTRACTOR'S RECORDS

Contractor shall cooperate with the Village Manager and provide every reasonable opportunity for the Village to ascertain whether the duties of the Contractor are being performed properly. Contractor shall promptly provide any information regarding the services provided by the Contractor under this Agreement, in addition to the information required explicitly by this Agreement, that the Village Manager or the Contractor deem relevant under the circumstances.

The Village shall have the right to inspect, copy and audit, at the Village's expense, all of the Contractor's records concerning the Contractor's services under this Agreement. The Contractor's records shall be made available for inspection in the Village during normal business hours, within five (5) business days after the Village requests the records.

The Contractor understands, acknowledges and agrees that it shall, pursuant to Section 119.0701, Florida Statutes, as amended from time to time, do the following:

(a) Keep and maintain public records that ordinarily and necessarily would be required by the Village in order to perform the same service being rendered within this Agreement;

(b) Provide the public with access to public records and at a cost that does not exceed the cost provided within Chapter 119, Florida Statutes, as amended from time to time, or as otherwise provided for by law;

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and

(d) Meet all requirements for retaining public records and transfer, at no cost, to the Village all public records in possession of Contractor upon termination of this Agreement. Further, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Village in a format that is compatible with the then current Village computer systems.

Contractor understands, acknowledges and agrees that the Village is required, pursuant to Section 119.0701, Florida Statutes, as amended from time to time, to ensure compliance with this Article by enforcing the terms of this Agreement. As a result of the foregoing, any violation of this Article shall be a material breach and this Agreement may be terminated by the Village without any penalty.

Prior to termination, the Village shall give written notice to Contractor that it is in violation of this Article. Contractor shall have five (5) business days to cure a violation of this Article.

Notwithstanding any other provisions in this Agreement to the contrary, Contractor shall be liable for any and all damages, including but not limited to, consequential and incidental damages, that may arise out of breach of this Article of the Agreement.

ARTICLE XXI QUARTERLY REPORT

The Contractor shall submit a quarterly report to the Village Manager no later than the fifteenth (15th) day of each calendar quarter (i.e., January 15, April 15, July 15, October 15). At a minimum, the quarterly report shall contain the following information for the previous quarter: (a) the total quantity of each type of residential waste (e.g., solid waste, bulk waste) delivered to each facility; (b) the total quantity of recyclable material delivered to a facility; (c) the number of missed collections; (d) a summary of each accident involving personal injuries or property damage; and (f) the total number of legitimate complaints.

Whenever the Contractor submits a quarterly report to the Village, the Contractor also shall submit a signed written statement from the District Manager or their designee, verifying that the quarterly report is accurate in all respects. The District Manager or their designee also shall: (a) verify each month that all of the residential waste collected by the Contractor has been delivered to a facility; (b) the Contractor has accurately informed each facility whether to bill the Village for each load delivered by the Contractor; and (c) the Contractor's quarterly report accurately accounts for all such deliveries.

ARTICLE XXII CONSTRUCTION OF AGREEMENT

Both parties acknowledge that they are represented by legal counsel and they have had meaningful input into the terms and conditions contained in this Agreement. Therefore, any doubtful or ambiguous provisions contained herein shall not be construed against the party that physically prepared this Agreement. The rule sometimes referred to as “Fortius Contra Proferentum” shall not be applied to the interpretation of this Agreement.

ARTICLE XXIII
ENTIRETY OF CONTRACTUAL AGREEMENT

This Agreement, together with the attachments hereto, sets forth the entire Agreement between the parties, and there are no promises or understandings other than those stated herein. None of the provisions, terms or conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by both parties hereto.

ARTICLE XXIV
GOVERNING LAW AND VENUE

The laws of the State of Florida shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and shall govern the interpretation of this Agreement. Any and all legal or equitable actions necessary to enforce this Agreement shall be held and maintained solely in the state courts in and for Miami-Dade County, Florida. Venue shall lie exclusively in Miami-Dade County.

ARTICLE XXV
INSOLVENCY

In the event that either party shall become insolvent, make a general assignment for the benefit of creditors, suffer or permit the appointment of a receiver for its business or its assets or shall avail itself of, or become subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or the protection of rights of creditors, or become subject to rehabilitation, then, at the option of the other party and immediately upon written notice, this Agreement shall terminate and be of no further force and effect.

ARTICLE XXVI
NOTICE

All notices required shall be sent by certified mail, return receipt requested. If sent to Village, such notices shall be mailed to:

Maria C. Camara, Village Clerk
Village of Biscayne Park
640 NE 114th Street
Biscayne Park, FL 33174

And if sent to Contractor, such notices will be mailed to:

Russell Mackie, Region Vice President
Waste Pro of Florida, Inc.
17302 Pines Boulevard
Pembroke Pines, FL 33029

ARTICLE XXVII REMEDIES

This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce this Agreement will be held in Miami-Dade County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any part of any right, power or remedy hereunder shall preclude any other or further exercise hereof.

ARTICLE XXVIII SEVERABILITY

If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE XXIX MODIFICATIONS TO THE CONTRACT

The Village shall have the power to make changes in this Agreement as the result of changes in law, Village Code or both to impose new rules and regulations on the Contractor under this Agreement relative to the scope and methods of providing collection services as shall from time-to-time be necessary and desirable for the public welfare. The Village shall give the Contractor notice of any proposed change and an opportunity to be heard concerning those matters. The scope and method of providing collection services as referenced herein shall also be liberally construed to include, but is not limited to the manner, procedures, operations and obligations, financial or otherwise, of the Contractor.

ARTICLE XXX THIRD PARTY RIGHTS

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than Village and Contractor.

(AGREEMENT BETWEEN THE VILLAGE OF BISCAYNE PARK, FLORIDA AND WASTE PRO OF FLORIDA, INC. FOR SOLID WASTE AND RECYCLING COLLECTION SERVICES)

IN WITNESS WHEREOF, the parties hereto have set their hands and official seals the day and year first above written.

VILLAGE OF BISCAYNE PARK, FLORIDA,
a municipal corporation of the State of Florida

By: _____

ATTEST:

Maria C. Camara, Village Clerk

APPROVED AS TO FORM & LEGALITY
For the use and reliance of the Village of
Biscayne Park, Florida only.

Village Attorney

Waste Pro of Florida, Inc. a Florida corporation

WITNESSED:

By: _____
Russell Mackie, Region Vice President

Name typed, printed or stamped

Name typed, printed or stamped



17302 PINES BOULEVARD, PEMBROKE PINES, FL 33029

PHONE: [954] 967-4200

FAX: [954] 241-4489

May 16, 2014

Ms. Heidi Shafran
 Village Manager
 Village of Biscayne Park
 640 NE 114th Street
 Biscayne Park, FL 33161

RE: RFP-2014-01 Solid Waste Collection Services – Community Involvement

Dear Manager Shafran:

Waste Pro fully understands that when we are awarded a municipal contract that it is not just to pick up the garbage and recycling. As the Village of Biscayne Park garbage collector we will interact with your residents and businesses on a daily basis. For this reason, among others, we are committed to becoming an integral community partner. Waste Pro sponsors numerous golf outings for charity, walk-a-thons, youth recreation teams and other events that directly impact the community for which we are working. We look forward to servicing the Village and becoming a true community partner that invests back into the community.

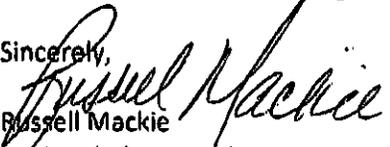
Waste Pro always strives to be an excellent community partner to the areas we service and are always interested in supporting community events, becoming involved in worthwhile projects for the community and; sponsoring any and all activities that will enhance the community for its overall benefit. Waste Pro will designate the Governmental Affairs Manager and Municipal Marketer, Guerlin Escar to act as a liaison between the City and Waste Pro to ensure that our firm is consistently exceeding the expectations of the residents and the overall community at large.

We commonly participate in community events by not only donating money but by volunteering our time and resources to assist wherever necessary. Most recently, we have participated in the following events, and look forward to doing the same in Biscayne Park:

- *Miami-Dade County, Bayanza ,*
- *Miami Lighthouse for the Blind White Cane Event*
- *Christmas Holiday Community Event*
- *Community Art & Food Festivals*
- *Summer Youth Programs and Park Programs*
- *American Cancer Society Relay-for-Life City Events*
- *Earth Day Events*

Waste Pro will take an active role in sponsoring educational workshops to include recycling and composting literature, pet waste control initiatives, company cooperative crime watch programs and extensive community and neighborhood relation building.

Sincerely,


 Russell Mackie

Regional Vice President

Exhibit A referenced in
ARTICLE-I is a
separate document
titled
“RFP Documents”

Ehxhibit B- Residential Curbside Service

Residential Garbage, Trash and Recycling Collection Services

Monthly charge per dwelling unit		8/1/2014
Collection:	Rate Per Month	
Garbage	\$	13.72
Trash	\$	8.25
Recycling	\$	3.00
TOTAL RATE	\$	24.97

Residential Multifamily Garbage and Trash Collection Services (over 4 units)

	Rates Per Service	
Rolled Out Commerical 95 or 101 gallon container	\$	27.96
Rolled Out Container (and return)	\$	3.50
Opening or Closing Doors/Gates	\$	3.50
Locks for Containers	\$	14.00
Unlocking Containers	\$	14.00
Supplying and retrofitting locking mechanism	\$	10.00
Adding/Exchanging Wheels on Containers	\$	14.00
Adding/Exchanging Lids on Containers	\$	25.00
Moving Container Location per Customer Request	\$	25.00
Changing out size of container more than 2x per year	\$	25.00
Additional pickups for residential contanerized Customers	\$	14.34
Turnaround Compactors	\$	50.00
	Service Per Month	
Additional Quarterly Special Trash Manual/ Non-Mechanical pickup	Service Per Cubic Yard	
	\$	15.00



Exhibit C

Village of Biscayne Park RFP NO: 2014-01 Solid Waste Collection Services

• Scope of Services – Solid Waste Collection Operations Plan.

- This operation plan provides the same service that the Village currently receives but reducing the number of days to two.
- Twice a week manual pick-up of **garbage** on **Tuesdays** and **Fridays** for all residences, Multiple Unit Residences, Non-Residential Use sites, and Municipal owned buildings. Residences will provide their own containers, not to exceed forty (40) gallons in capacity. Residents will place their containers out on the curb unless they are registered with the Village for "Off-street Residential Collection Service~~Special Assistance Pick-ups~~" –whereas Waste Pro will then enter their property and pick-up their garbage from inside.
- Once a week manual pick-up of **trash and yard waste** (vegetative waste) on **Tuesdays**. This will allow residents to do their yard work over the weekend and have fewer days of trash out visible in the community. Residents place either their container(s) not to exceed forty (40) gallons or a pile, not to exceed 2 cubic yards (3ft x 3ft x 6ft), out on the curb for pick-up.
- Once a week pick-up of recyclable materials on **Fridays**. Residents place their provided container out on the curb for pick-up unless they are registered with the Village for "Off-street Residential Collection Service" whereas Waste Pro will then enter their property and pick-up their recycling from inside.

— Special Pick-up of items over two (2) cubic yards-feet, appliances (white goods) and other bulk pick-up such as mattresses and furniture shall be at the rates established by Village resolution.

- Hours of Operations shall be limited to 7AM-5:30PM. —(This restriction does not apply to the first 90 days of the contract.)
- Four (4) Quarterly Saturday pick-ups shall be scheduled with the Village.

EXHIBIT D

Disposal Avoidance Base Tons

To determine the amount of disposal avoidance, the base tons disposal factor is determined as the historical amount of tons as reported by the Village at the effective date of this Agreement. The Base Tons are as follows:

Annual Base Solid Waste Tons* = 2,437.76

Annual Base Recycling Tons** = 208

The Disposal Avoidance factor shall be determined by the following equation:

INITIAL PERIOD

$(\text{Annual Recycling Tons Reported} - \text{Annual Base Recycling Tons}) = \text{Annual Increased Recycling Tons}$
 $(\text{Annual Base Solid Waste Tons} - \text{Annual Solid Waste Tons Reported}) = \text{Annual tons of Solid Waste reduced}$

SUBSEQUENT PERIOD

$(\text{Annual Recycling Tons Reported} - \text{Prior Year Recycling Tons}) = \text{Annual Increased Recycling Tons}$
 $(\text{Annual Prior Year Solid Waste Tons} - \text{Annual Solid Waste Tons Reported}) = \text{Annual tons of Solid Waste reduced}$

*Base Garbage and Trash tons established by two year average of annual tons as reported in Addendum 1 of RFP 2014-01

**Base recycling tons reported by Miami Shores as 4 tons per week.



Village of Biscayne Park
640 NE 114th Street
Biscayne Park, FL 33161
Tel: 305 899 8000
Fax: 305 891 7241

Mayor and Commission

Noah Jacobs
Mayor

Bryan Cooper
Vice Mayor

Robert "Bob" Anderson
Commissioner

Barbara Watts
Commissioner

Roxanna Ross
Commissioner

Ana Garcia
Village Manager

John J. Hearn
Village Attorney

Maria Camara
Village Clerk

MEMORANDUM

To: Mayor and Village Commission
From: Office of Village Attorney 
Date: January 29, 2013
Re: Fund Raising and Committees/Boards

BACKGROUND AND ANALYSIS:

During the January Commission meeting a resident, Dan Samaria, spoke during public comments. He advised that the Recreation Advisory Board had sponsored events, such as Movie Night and the Car/Motorcycle shows and solicited donations. Mr. Samaria wanted to know what the funds would be used for as he understood that the Recreation Advisory Board had an intended purpose for the funds. The Commission was advised by Mr. Fred Jonas that the Village's nonprofit arm, the Biscayne Park Foundation had not yet accepted the funds. The Commission, at the Village Manager's request, asked the Village Attorney to look into the issue.

The Village Attorney has reviewed several of the Recreational Advisory Board minutes. The Board is seeking clear direction as to how to fund raise. One member wants to fund raise independently from the Village or the Foundation. Another member raised the issue of perhaps seeking funding from the Commission. Another indicated meeting with the Foundation. There does not appear to be explicit approval by the Commission of any specific fund raising event. The minutes are provided to the Village Commission and reports made to the Commission. No official action by the Commission is undertaken by the Commission as to the reports.

In 2010 the Village enacted ordinance 2010-2, relating to Commissions, Boards and Committees. This Ordinance establishes eligibility for members, qualifications, terms of "office," etc. At page 6 of the ordinance, at subsection (E)(8), the ordinance states: "Fundraising; bank accounts. No board or committee may engage in fundraising activities or establish bank accounts without the express authority and subject to conditions as imposed by the Village Commission." This subsection (E)(8), provides a clear statement of intent and direction. In short, the boards and committees are not legal "persons" and have no authority to open bank accounts, and are precluded from fundraising.

As the Village created the Biscayne Park Foundation, it is the recommendation of the Village Attorney's office, that in the future, all fund raising be conducted by the Foundation. The Boards and Committees can work with the Foundation, with the understanding that the funds may be dedicated to a purpose or sponsor an event that a Board or Committee would like to see, but, the Foundation would be responsible for all fund raising, and would be responsible for all funds or donations gathered. The Foundation, if working with a Board or Committee to put on a fund raising event, would have to take formal action to confirm the event, the purpose of the funds, and intended use of the funds for an appropriate non-profit purpose. Additionally, the Commission should provide clear direction, action, on Advisory Board events or fund raising events.

This system would work with the framework established by the Village Commission in having an independent nonprofit organization, and its clear policy statement that no other organization is authorized to fund raiser. It would also ensure that all donations are accounted for and would ensure that all funds are in one location.

Alternatively, should the Village Commission desire to continue with allowing some fundraising by the Boards and Committees, the Village Commission could implement the following Policy:

1. If a board wants to do a fund raising event, after a motion passes within the board to move forward with the idea, the chair of that board would have to go to the next meeting of the Commission and submit the idea and get "official" commission approval. In the presentation to the Commission, how the funds collected are to be used is clearly defined. This formal action would meet the criteria of the Village's ordinance 2010-12.
2. The Board or Committee and the Village Commission would make the Foundation aware of the event and how the funds collected are intended to be used. The Foundation would have to take formal action to agree to and accept the funds, prior to the fund raising event.
3. With the approval of the Commission and Foundation, the Board or Committee could proceed with the event and seek donations and sponsors - with all donations made in the name of the Foundation. The Foundation can also assist in getting donations and sponsors. This still keeps the "fund raising arm" of the Village involved.
4. Any funds that are obtained from/through this event are given to the Foundation, deposited to the Foundation account, and kept track of by the Treasurer of the Foundation and reports provided at their monthly meeting.
5. When ready to utilize the funds for the original intended purpose, the Foundation would disburse the amounts accordingly (checks and balances).



Village of Biscayne Park Commission Agenda Report

Village Commission Meeting Date:	May 21, 2014
Subject:	Discussion regarding Miami Country Day School proposed expansion.
Prepared By:	Heidi Shafran, AICP, Village Manager
Sponsored By:	Staff

The Village of Biscayne Park and many residents received a Miami Dade Community Zoning Appeals Board hearing notification regarding a special exception to permit the expansion of Miami Country Day School. According to the notice the expansion includes a gymnasium and dining room addition, parking garage, maintenance building, fine art center and an increase to the number of students. Additionally, the School is requesting building setback and spacing variances. The application states that the increase in students is from 980 students to 1,250 students. A public hearing will be held by the Miami Dade County Community Zoning Appeals Board on Thursday May 29, 2014 at 7:00PM. The hearing will take place at Henry Reeves Elementary School at 2005 NW 111 Street. The plans and application are lengthy and can be reviewed at www.miamidade.gov/zoning/track/home.asp

Upon review of the application and plans, Staff has prepared the following statement. Upon comments by the Village Commission, the statement will be submitted into the public record at the May 29th hearing.

The proposed expansion of Miami Country Day School has direct consequences for the Village of Biscayne Park, a neighboring municipality. The Village already experiences traffic congestion long NE 6 avenue and Griffing Boulevard on school days, increase traffic within the Village for those on their way to the school trying to circumvent main roads, noise from nighttime activities and visual impacts to our residents who are separated from the school by the waterway. The propose plans intensify these existing issues.

The traffic analysis submitted does not consider the actual traffic patterns of Miami Country Day School parents and students. These traffic patterns include circumventing NE 6 Avenue by using the Village's minor residential streets such as Griffing Boulevard, NE 8 Avenue, NE 10 Avenue, NE 113 Street, NE 121 Street and other internal streets. In fact, Figure 4B Shows that 48% of the traffic will be north of the site which is the south boundary of the Village of Biscayne Park. This traffic lowers to 28% as travel continues in the Village. This supports the Village's concerns that northbound traffic from the School

will be distributed to the interior, residential streets of the Village. By only considering NE 6 Avenue north to NE 125 Street (Table 4A) the study is not accurate. A visit to the intersection of Griffing Boulevard and NE 113 Street on a school morning further supports this concern.

We urge the Board to require further studies that specifically consider the impact to the Village and its residential streets.

We have noted that chain link fence material is proposed along the canal boundary. The Village is requesting that the applicant be required to provide aluminum picket fence that is consistent with other areas of the project.

On the "south elevation" of the Fine Art Building it depicts signage for a performing arts center. The Village is opposed to this use so close to the canal and south boundaries as this intense use will have a direct effect on Village residential properties not only during school hours, but also on evenings and weekends.

Most glaringly missing from the proposed plans is a landscape buffer along the east waterway border adjacent to the proposed two story Fine Art Building. The introduction of an intense use and large structure is a visual impact to the Village of Biscayne Park Griffing Boulevard residents.

Thank you for your consideration of these matters of great concern to the Mayor, Commissioners, Administration and residents of the Village of Biscayne Park.

Attachments

Excerpts from Miami Country Day School Development Application dated May 8, 2013

2013

William W. Riley, Jr., Esquire
Direct Dial: (305) 375-6139
Direct Facsimile: (305) 351-2285
E-mail: wriley@bilzin.com

May 8, 2013

VIA HAND DELIVERY

Mr. Jack Osterholt, Director
Miami-Dade County Department of
Regulatory and Economic Resources
Eleventh Floor
111 N.W. First Street
Miami, Florida 33128

*Re: Miami Country Day School, Inc., a Florida non-profit corporation
Property Location: 601, 10725, 10901, 10931 & 11001 N.E. 107 Street
Folio Number: 30-2231-024-0050, 30-2230-001-0410, 30-2231-028-0010, 30-
2230-001-0440 & 30-2230-001-0451*

LETTER OF INTENT

Dear Mr. Osterholt:

Please accept this correspondence as our Letter of Intent in support of the attached public hearing application (the "Application"). This firm represents Miami Country Day School, Inc., a Florida non-profit corporation ("Applicant"). The Applicant is the owner of approximately 16.88 acres of land located at 601, 10725, 10901, 10931 & 11001 N.E. 107 Street in Miami-Dade County, being more particularly described in the property legal description attached to the application ("Property").

The Applicant is requesting zoning approval to permit certain improvements to Miami Country Day School that will serve to enhance the current curriculum offered to students and enhance traffic circulation by introducing traffic-related improvements both on- and off-site. The proposed improvements, which are depicted and described on the hearing plans attached hereto as prepared by Zyscovich Architects, include a state-of-the-art performing arts building, modernized science laboratories, new guard houses to provide for enhanced campus security, an on-site parking garage, an expanded gymnasium and cafeteria, as well as both on-site and off-site

Mr. Jack Osterholt
Page 2
May 8, 2013

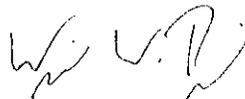
traffic improvements as proposed by Cathy Sweetapple & Associates, a professional Transportation and Mobility Planning firm. These proposed improvements are made possible by recent land acquisitions completed by the Applicant, which allows for an increased campus area with the addition of contiguous land areas.

To effectuate the proposed improvements, the Applicant is respectfully requesting approval of the following: (1) a special exception to permit for the expansion of the existing school campus onto additional acreage; (2) a modification of development plans entitled "Miami County Day School Katherine E. Franco Center for Learning Resources," as prepared by Zyscovich Architects and approved by Miami-Dade County in Resolution No. CZAB8-10-09 (hereinafter the "2009 Development Plans"); (3) a modification of Condition No. 3 of Miami-Dade County Resolution No. CZAB7-2-98 to permit an increase in student stations from 980 to 1,250; (4) a district boundary change from BU-1 to BU-1A; and (5) those non-use variance(s) to permit for the construction of the improvements depicted and described on the hearing plans attached hereto as prepared by Zyscovich Architects.

The Land Use Element of the Miami-Dade County Comprehensive Development Master Plan provides that neighborhood and community-serving institutional uses, such as schools, may be permitted in all urban land use categories where compatible with the surrounding area. Miami-Dade County has consistently deemed the school, which has been in existence for decades, as a use that is compatible to the surrounding area. The improvements requested in this Application serve to enhance the educational facilities that are currently offered with improvements to the base curriculum and traffic circulation both on campus and off-site.

Based on the foregoing and the reports and documents made a part of the application, we submit that the proposed improvements are consistent with the Miami-Dade County Comprehensive Development Master Plan, the intent of the Miami-Dade County Zoning Code and compatible to the surrounding area. Thank you for your consideration of this application. We look forward to your favorable review.

Very truly yours,



William W. Riley

WWR:
Enclosures
cc: Stanley B. Price, Esquire

23-045

MIAMI 1740758.1 7694625738
5/8/13 12:34 PM

HH

31	52	42
Sec.	Twp.	Range

213.045

**ZONING HEARING APPLICATION
MIAMI-DADE COUNTY
DEPARTMENT OF PLANNING & ZONING**

AT

LIST ALL FOLIO #S: 30-2231-024-0050, 30-2230-001-0410, 30-2231-028-0010, 30-2230-001-0440 & 30-2230-001-0451 Date Received _____

1. **NAME OF APPLICANT** (Provide complete name of applicant, exactly as recorded on deed, if applicable. If applicant is a lessee, an executed "Owner's Sworn-to-Consent" and copy of a valid lease for 1 year or more is required. If the applicant is a corporation, trust, partnership, or like entity, a 'Disclosure of Interest' is required).

Miami Country Day School, Inc., a Florida non-profit corporation

2. **APPLICANT'S MAILING ADDRESS, TELEPHONE NUMBER:**

Mailing Address: 601 NE 107 Street
 City: Miami State: Florida Zip: 33161 Phone#: 305.779.7203

3. **OWNER'S NAME, MAILING ADDRESS, TELEPHONE NUMBER:**

Owner's Name (Provide name of ALL owners): Same as above.
 Mailing Address: _____
 City: _____ State: _____ Zip: _____ Phone#: _____

4. **CONTACT PERSON'S INFORMATION:**

Name: William Riley, Esq.
 Company: Bilzin Sumberg Baena Price & Axelrod LLP
 Mailing Address: 1450 Brickell Avenue, Suite 2300
 City: Miami State: Florida Zip: 33131
 Phone#: 305.375.6139 Fax#: 305.351.2285 E-mail: wriley@bilzin.com

5. **LEGAL DESCRIPTION OF ALL PROPERTY COVERED BY THE APPLICATION**

(Provide complete legal description, i.e., lot, block, subdivision name, plat book & page number, or metes and bounds. Include section, township, range. If the application contains multiple rezoning requests, then a legal description for each sub-area must be provided. Attach separate sheets, as needed).

See Boundary Survey attached hereto and incorporated herein.

6. **ADDRESS OR LOCATION OF PROPERTY** (For location, use description such as NE corner of, etc.)

601, 10725, 10901, 10931 & 11001 N.E. 107 Street, Miami-Dade County, Florida

7. **SIZE OF PROPERTY** (in acres): 16.88± (divide total sq. ft. by 43,560 to obtain acreage)

8. **DATE** property acquired leased: Various dates Lease term: _____ years
 (month & year)

9. **IF CONTIGUOUS PROPERTY IS OWNED BY THE SUBJECT PROPERTY OWNER(S)**, provide complete legal description of said contiguous property.

Lots 1 & 2 of that certain Plat entitled Golf View Estates Corrected Plat, as recorded in Plat Book 41, Page 58, of the Official Records of Miami-Dade County, Florida.

10. **Is there an option** to purchase or lease the subject property or property contiguous thereto? no yes (If yes, identify potential purchaser or lessee and complete "Disclosure of Interest" form)

11. **PRESENT ZONING CLASSIFICATION:** RU-1, BU-1 and BU-1A

12. **APPLICATION REQUESTS** (Check all that apply and describe nature of the request in space provided) (DBC's require special exception to permit site plan approval unless rezoning 3 acres or less to residential categories)

District Boundary Changes (DBC) [Zone class requested]: See Letter of Intent.

Unusual Use: _____

Non-Use Variance: See Letter of Intent. ZB-015

Alternative Site Development: _____

Special Exception: See Letter of Intent. JK

Modification of previous resolution/plan: See Letter of Intent.

Modification of Declaration or Covenant: See Letter of Intent.

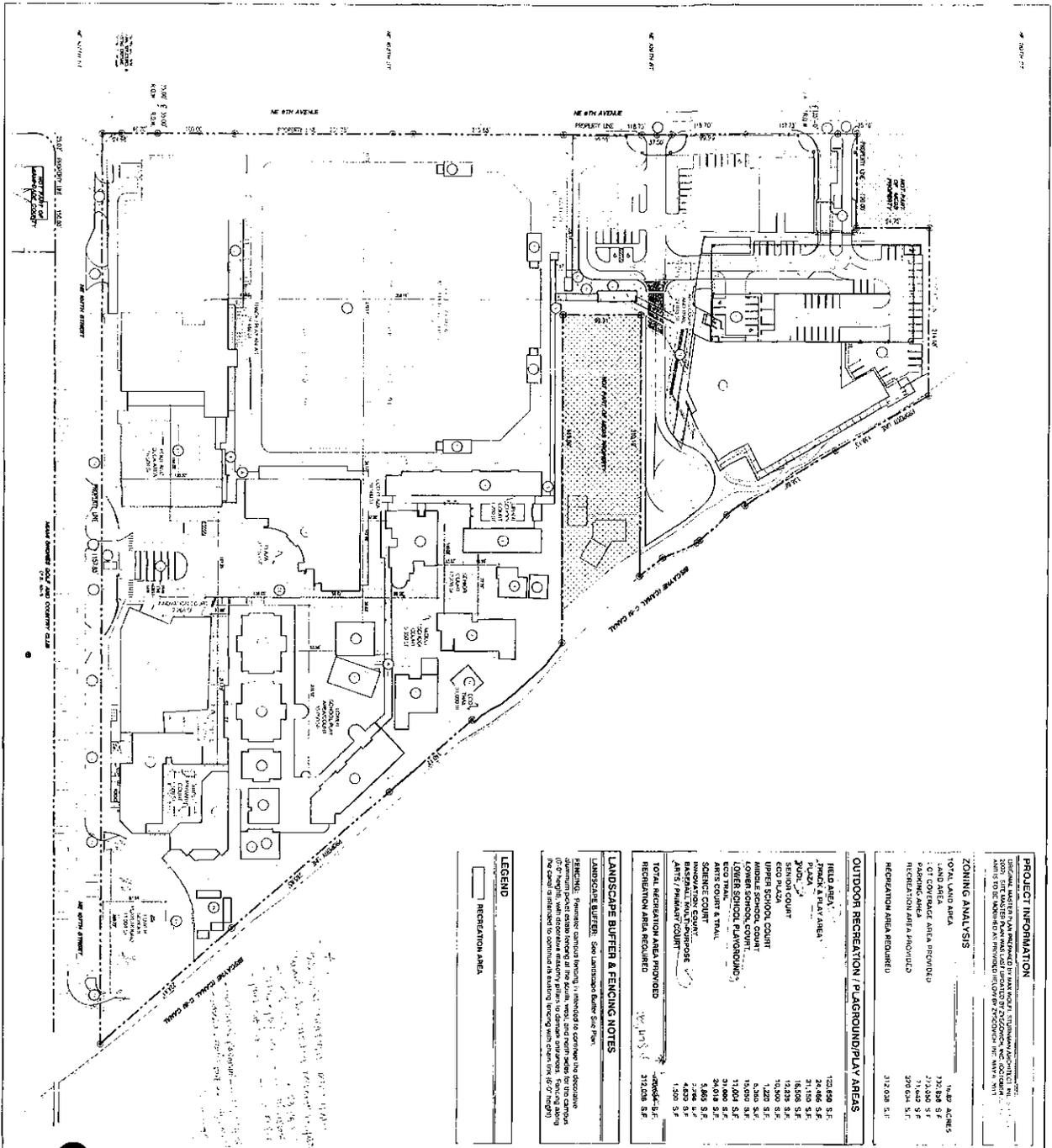
13. **Has a public hearing been held on this property within the last year & a half?** no yes. If yes, provide applicant's name, and date, purpose and results of hearing, and resolution number:

14. **Is this hearing as a result of a violation notice?** no yes. If yes, give name to whom the violation notice was served: _____ and describe the violation:

15. **Describe structures on the property:** Educational facility and accessory structures

16. **Is there any existing use on the property?** no yes. If yes, what use and when established?

Use: Private School Year: 1950



PROJECT INFORMATION

EXISTING LOT AREA: 1,100,000 SF
 TOTAL LOT AREA: 1,100,000 SF
 TOTAL LOT AREA PROVIDED: 1,100,000 SF
 RECREATION AREA PROVIDED: 312,000 SF

ZONING ANALYSIS

TOTAL LAND AREA: 1,100 ACRES
 TOTAL LOT AREA: 1,100,000 SF
 RECREATION AREA PROVIDED: 312,000 SF
 RECREATION AREA REQUIRED: 312,000 SF

OUTDOOR RECREATION / PLAYGROUND/PLAY AREAS

- FIELD AREA: 120,000 SF
- PLAYGROUND: 20,000 SF
- SOFTBALL: 10,000 SF
- SENIOR COURT: 10,000 SF
- NETBALL COURT: 10,000 SF
- AMPHIBIOUS COURT: 10,000 SF
- LOWER SCHOOL PLAYGROUND: 10,000 SF
- ARTS COURT & TRAIL: 10,000 SF
- SCIENCE COURT: 10,000 SF
- INNOVATION COURT: 10,000 SF
- ARTS / RECREATION COURT: 10,000 SF

LANDSCAPE BUFFER & FENCING NOTES

RECREATION AREA: 312,000 SF

LEGEND

- RECREATION AREA

EXISTING FACILITIES

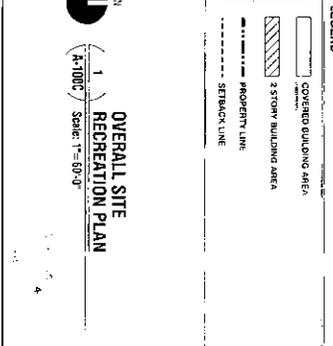
EXISTING FACILITIES	AREA (SF)
UPPER SCHOOL, 6100'	1,100,000
LOWER MIDDLE SCHOOL, 6100'	1,100,000
MIDDLE UPPER SCHOOL, 6100'	1,100,000
LOWER SCHOOL, 6100'	1,100,000
OUTLETER GUIDANCE BLDG	1,100,000
ROSE ATHLETIC CTR (GYMNASIUM)	1,100,000
PLAQUE CENTER BLDG	1,100,000
MAINTENANCE BUILDING	1,100,000
GREEN HOUSE	1,100,000
FIELD TRAIL OUTR	1,100,000
OUTRIGER	1,100,000
PLATFORM WITH CANOPY	1,100,000
COVERED SEATING	1,100,000
LOWER SCHOOL DROP OFF	1,100,000
CONC. PAVEMENT PARKING LOT	1,100,000
PAVE LAWN WITH T-TURN	1,100,000
ARTISTS' FIELDS	1,100,000
ENTRY DRIVERS	1,100,000

PROPOSED FACILITIES

PROPOSED FACILITIES	AREA (SF)
FUTURE NEW COVERED WALKWAY	2,000
FUTURE NEW COVERED WALKWAYS	2,000
FUTURE NEW GUARD HOUSE	4,160
FUTURE NEW OFFICE FOR BUILDING	208
FUTURE NEW GYMNASIUM	25,045
FUTURE NEW DINING QUARTER	2,915
FUTURE NEW PARKING GARAGE	30,000
FUTURE NEW ASPHALT PARKING AREA	30,000
FUTURE NEW ASPHALT PARKING LOT	30,000

LEGEND

- COVERED BUILDING AREA
- 3 STORY BUILDING AREA
- PROPERTY LINE
- SETBACK LINE



ZYSCOVICH ARCHITECTS

13595 SW 15th St, Suite 100, Miami, FL 33185
 305.556.1111



Site Plan Modification Approval Submission

Miami County, City of Coral Gables

Schaeke-Shtut and Associates

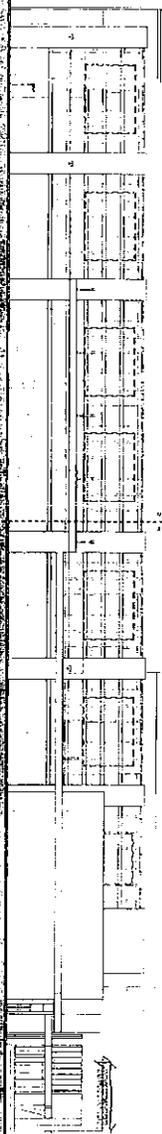
Curtis & Regier Design Studio, Inc.

OVERALL SITE RECREATION PLAN

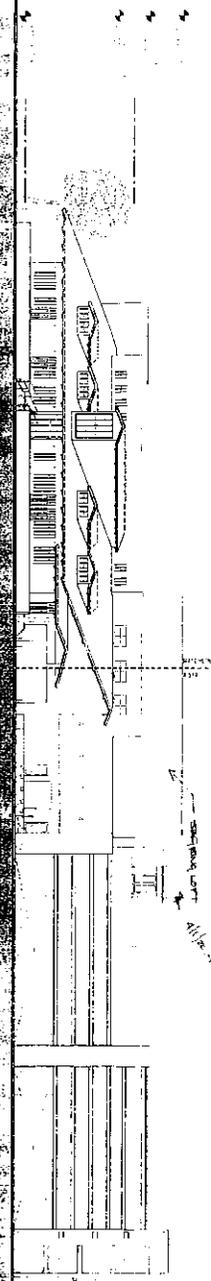
A-100C

13595 SW 15th St, Suite 100, Miami, FL 33185

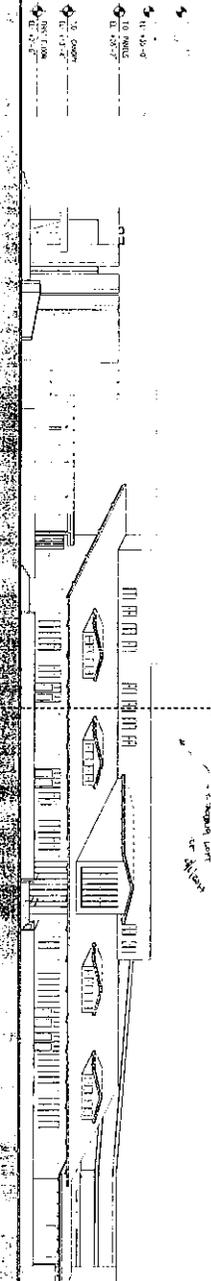
1) Record Plan.
 2) Approval - Subject
 3) Approval - Subject



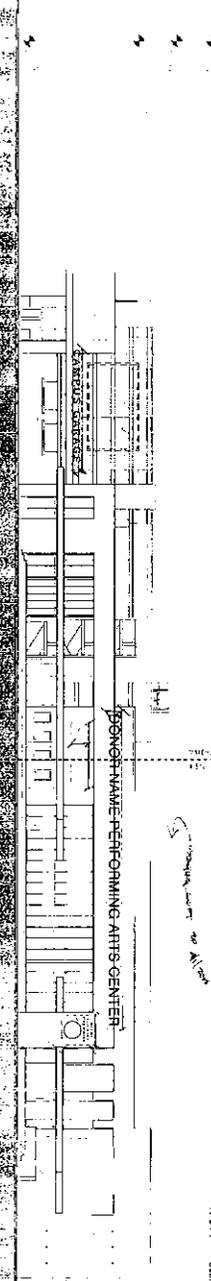
4
 A-511 Scale 1/16" = 1'-0"
**FINE ARTS CENTER & PARKING GARAGE
 OVERALL WEST ELEVATION**



3
 A-511 Scale 1/16" = 1'-0"
**FINE ARTS CENTER & PARKING GARAGE
 OVERALL NORTH ELEVATION**



2
 A-511 Scale 1/16" = 1'-0"
**FINE ARTS CENTER & PARKING GARAGE
 OVERALL EAST ELEVATION**

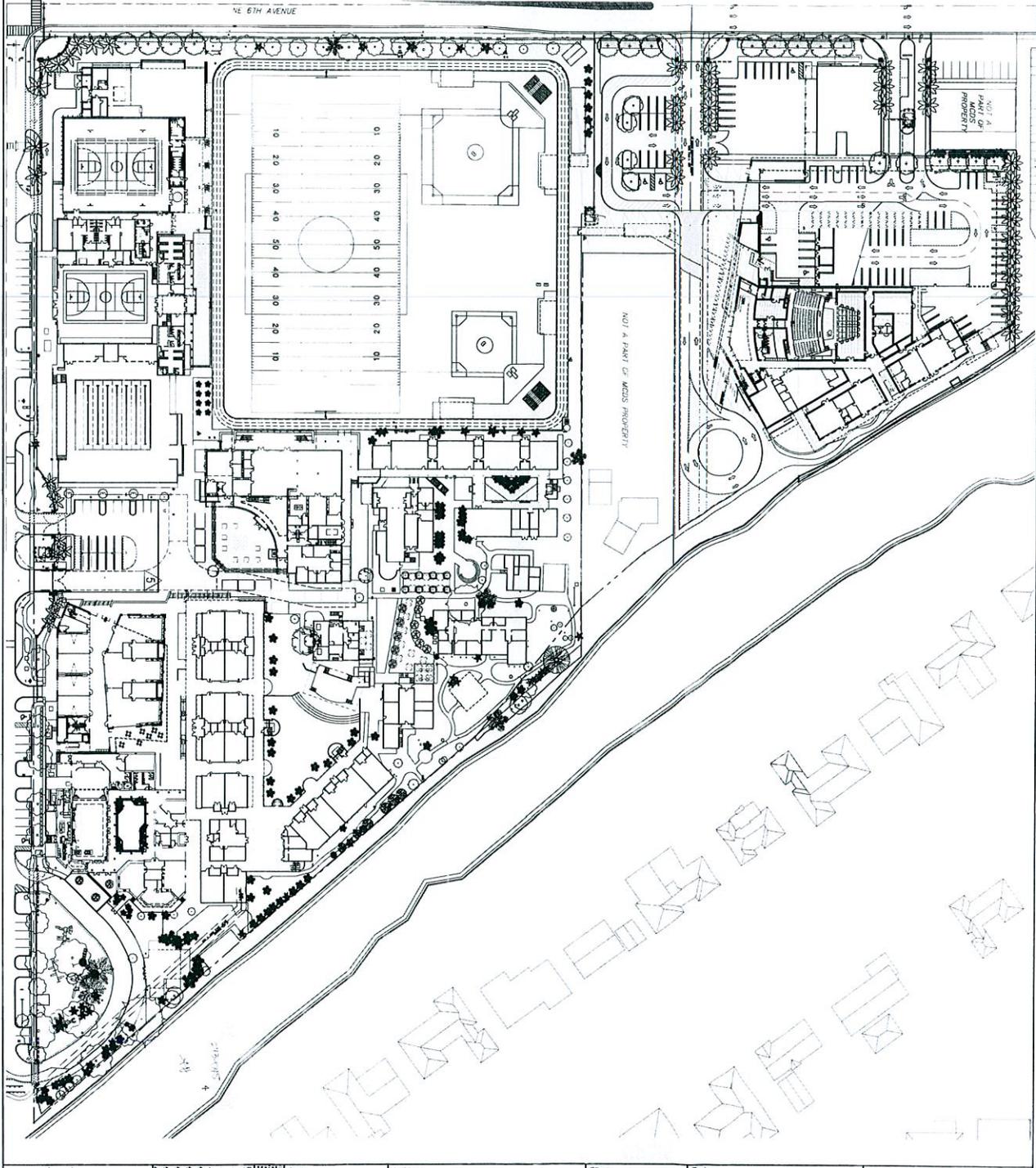


1
 A-511 Scale 1/16" = 1'-0"
**FINE ARTS CENTER & PARKING GARAGE
 OVERALL SOUTH ELEVATION**

<p> 1) Record Plan. 2) Approval - Subject 3) Approval - Subject </p>	<p> Site Plan Modification Approval Submission Project: [illegible] </p>		<p> ZYSCOVICH ARCHITECTS 1000 [illegible] SAN JOSE, CA 95128 TEL: (408) 434-1100 FAX: (408) 434-1101 WWW: ZYSCOVICHARCHITECTS.COM </p>	<p> FINE ARTS CENTER & PARKING GARAGE OVERALL ELEVATIONS DATE: 06/02/10 A-511 </p>
--	---	--	---	---

1
L-000
Scale: 1"=50'-0"

OVERALL LANDSCAPE BUFFER PLAN



L-000

OVERALL LANDSCAPE BUFFER PLAN

1586MDCS 05/06/2013

Seal

Jean C Lee
Reg. No. LA000721

Architect

ZYSCOVICH ARCHITECTS

300 N. Biscayne Blvd., 29th Fl.
Miami, FL 33132-2804

1 305.373.8222
1 305.377.4021

info@zysova.com
www.zysova.com

Client

Miami Country Day School

Project

Site Plan Modification Approval Submission

Miami Country Day School

601 NE 107th Street Miami, FL 33161

Civil Engineers

Schwabke-Shakin and Associates, Inc.

2340 Corporate Way
Miramar, Florida 33025
305.852.7270
192.852.8833 fax

Landscape Architecture

Curtis + Rogers Design Studio, Inc.

1525 Pine Ridge Square
South Miami, Florida 33143
305.442.7774
305.449.9458 fax



MIAMI-DADE COUNTY
AERIAL YEAR 2012

Process Number

Z2013000045



Section: 31 Township: 52 Range: 42
 Applicant: MIAMI COUNTRY DAY SCHOOL, INC.
 Zoning Board: C8
 Commission District: 4/3
 Drafter ID: JEFFER GURDIAN
 Scale: NTS

Legend

 Subject Property



SKETCH CREATED ON: Wednesday, June 12, 2013

REVISION	DATE	BY