



The Village of Biscayne Park

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

Telephone: 305 899 8000 Facsimile: 305 891 7241

AGENDA
REGULAR COMMISSION MEETING
Ed Burke Recreation Center - 11400 NE 9th Court
Biscayne Park, FL 33161
Tuesday, April 1, 2014 at 7:00pm



Indicates back up documents are provided.

1 Call to Order

2 Roll Call

3 Pledge of Allegiance

4 Presentations

4.a Introduction of New Employee

- ◆ Shanesa Mykoo, Building Permit Coordinator

5 Additions, Deletions or Withdrawals to the Agenda

At this time, any member of the Village Commission or the Village Manager may request to add, change, or delete items from the agenda.

6 Public Comments Related to Agenda Items / Good & Welfare

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

7 Consent Agenda

Items listed under Consent Agenda are viewed to be routine, and the recommendation will be enacted by ONE MOTION in the form listed below. If discussion is desired, then the item(s) will be removed from the Consent Agenda and will be considered separately.



7.a Approval of Minutes

- ◆ Strategic Planning Session - March 1, 2014
- ◆ March 4, 2014 Commission Meeting



7.b Acceptance of Board Minutes

- ◆ February 11, 2014 Code Compliance Board
- ◆ February 19, 2014 Parks & Parkway Advisory Board
- ◆ March 3, 2014 Planning & Zoning Board

- ◆ March 5, 2014 Code Compliance Board
- ◆ March 6, 2014 Code Compliance Board
- ◆ March 11, 2014 Code Compliance Board
- ◆ March 17, 2014 Planning & Zoning Board



7.c **Resolution 2014-27**

A RESOLUTION OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA, **AUTHORIZING THE VILLAGE MANAGER TO APPLY FOR THE 2014 FLORIDA URBAN AND COMMUNITY FORESTRY GRANT** PROPOSAL THROUGH THE DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES; PROVIDING FOR AN EFFECTIVE DATE



7.d **Resolution 2014-28**

A RESOLUTION OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA, **AUTHORIZING THE POLICE CHIEF TO EXECUTE THE MEMORANDUM OF AGREEMENT BETWEEN DEPARTMENT OF HOMELAND SECURITY**, IMMIGRATION AND CUSTOMS ENFORCEMENT, ENFORCEMENT AND REMOVAL OPERATIONS AND THE OFFICE OF FIELD OPERATIONS, AND THE VILLAGE OF BISCAYNE PARK POLICE DEPARTMENT; PROVIDING FOR AN EFFECTIVE DATE



7.e **Resolution 2014-29**

A RESOLUTION OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA; **AUTHORIZING THE VILLAGE MANAGER TO UTILIZE THE SERVICES OF DAVID T. CASERTA GOVERNMENT RELATIONS, INC.** AS THE LOBBYING FIRM FOR THE VILLAGE OF BISCAYNE PARK; PROVIDING FOR AN EFFECTIVE DATE.



7.f **Resolution 2014-30**

A RESOLUTION OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA, **AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE LEASE AGREEMENT FOR TWO (2) 2014 FORD INTERCEPTOR AWD SEDAN POLICE VEHICLES** FOR THE POLICE DEPARTMENT AS APPROVED IN THE FISCAL YEAR 2013-14 BUDGET; PROVIDING FOR AN EFFECTIVE DATE



7.g **Resolution 2014-31**

A RESOLUTION OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA, **AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE BUSINESS CLASS SERVICE ORDER AGREEMENT BETWEEN COMCAST AND THE VILLAGE OF BISCAYNE PARK FOR INTERNET SERVICE AT THE ED BURKE RECREATION CENTER**; PROVIDING FOR AN EFFECTIVE DATE



7.h Resolution 2014-32

A RESOLUTION OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA, **AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE MEMORANDUM OF UNDERSTANDING BETWEEN THE VILLAGE OF BISCAYNE PARK AND MIAMI DADE COUNTY PERTAINING TO THE COUNTY REGIONAL RADIO SYSTEM** UTILIZED FOR LAW ENFORCEMENT COMMUNICATIONS; PROVIDING FOR AN EFFECTIVE DATE

< End of Consent Agenda >

8 Public Hearing

< None >

9 Ordinances

FIRST READING:

< None >

SECOND READING

< None >

10 Resolutions

< None >

11 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.



11.a Village Manager recommendation regarding RFP 2014-01 - Outsourcing of garbage and trash collection services

12 New Business

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



12.a Discussion of a Photo Contest in the Village - As requested by Vice Mayor Watts



12.b Discussion of the renewal of the Let's Move Campaign - As requested by Commissioner Ross

12.c Discussion on holding a Trade Fair for home-based businesses and resident owned businesses - As requested by Commissioner Ross



12.d Discussion regarding the Ecology Board - As requested by Commissioner Jonas

 12.e Discussion to eliminate the DRAFT agenda sent to the Commission one week prior to the date of the meeting - As requested by Commissioner Anderson.

 12.f Request to waive rental facility fees for Boy Scout Troop 307

 12.g FPL Hardning Project - As requested by Vice Mayor Watts

13 Request for placement of items on next meeting agenda

Through general consensus a member of the Commission may request an item be placed on the next agenda for discussion (New Business) or as a Resolution/Ordinance.

14 Reports

14.a Village Manager

14.b Village Attorney

14.c Board / Committee Reports:

-  ◆ Consideration of Board Applications for the Code Compliance Board and Public Art Advisory Board
- ◆ Parks & Parkway Advisory Board
- ◆ Code Review Board
- ◆ Recreation Advisory Board
- ◆ Ecology Board
- ◆ Biscayne Park Foundation

14.d Commissioner Comments

- ◆ Vice Mayor Watts
- ◆ Commissioner Anderson
- ◆ Commissioner Jonas
- ◆ Commissioner Ross
- ◆ Mayor Coviello

15 Announcements

Tuesday, April 2nd - Code Review Board at 7:00pm

Friday, April 4th - Coffee with the Mayor at 9:00am

Monday, April 7th - Planning & Zoning Board at 6:30pm

Tuesday, April 8th - Code Compliance Board at 7:00pm

Wednesday, April 9, 2014 - Public Art Advisory Board at 6:00pm

Wednesday, April 16th - Parks & Parkway Advisory Board at 6:00pm

Wednesday, April 16th - Code Review Board at 7:00pm

Saturday, April 19th - Coffee with a Cop at 9:00am

Saturday, April 19th - Spring Egg Hunt at 10:30am

Monday, April 21st - Planning & Zoning Board at 6:30pm

Monday, April 21st - Ecology Board at 6:30pm

Tuesday, April 22nd - Recreation Advisory Board at 7:00pm

Friday, May 2nd - Coffee with the Mayor at 9:00am

Monday, May 5th - Planning & Zoning Board at 6:30pm

Our next regular Commission meeting is Tuesday, May 6, 2014, at 7:00pm

16 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.



MINUTES
STRATEGIC PLANNING SESSION
Law Offices of Shutts & Bowen LLP
201 South Biscayne Blvd. Suite 1500
Miami, FL 33131
Saturday, March 1, 2014 at 9:00am

1 Call to Order

Mayor David Coviello called the session to order at 9:20am.

2 Roll Call

Mayor David Coviello - present
Vice Mayor Barbara Watts - present
Commissioner Bob Anderson - present
Commissioner Fred Jonas - present
Commissioner Roxanna Ross - present

Present from staff were:

Village Manager Heidi Shafran
Village Clerk Maria C. Camara
Assistant to the Manager/Public Services Director Candido Sosa-Cruz
Parks & Recreation Director Issa Thornell

3 Introduction

Manager Shafran provided an explanation of the process of the session, starting off with asking, "What do you hope to achieve today?".

Commissioner Jonas: General theme for all to agree on and to get the Village on a reasonable track.

Mayor Coviello: Focus on specific goals to accomplish, if we have means to do so, and that are specific to increasing property values.

Commissioner Ross: We are in advantageous situation where this commission has extended term due to change in election date. Looking for short term goals and long term goals.

Vice Mayor Watts: Major goal is finance and where can we get the money?

Director Sosa-Cruz: Clear, direct objectives that will give the administration direction.

Director Thornell: Wants to learn. How can Parks & Recreation assist in reaching those goals.

Clerk Camara: Get clear objectives to get things done.

4 **Visioning Session**

a. Describe Biscayne Park in three words:

The words were collected and similar words were grouped as follows:

QUIET
BUCOLIC
POTENTIAL
OPPORTUNITY

FAMILY
SMALL
NEIGHBORLY
HOME
FRIENDLY
COMMUNITY
WELCOMING

TREES
PARK
SERENE

HISTORY
SERVICE
WHOLE
SAFETY
VISUAL
UNIQUE

RESISTANCE
CONTENTIOUS
OVER-ACHIEVERS
UNDER-ACHIEVERS

Discussion followed on taking pride in your property, maintaining your property, having even code compliance process. As a local government, what can we do to assist. Consider people's tastes, consider financial limitations of the resident.

b. SWOT (Strength - Weaknesses - Opportunities - Threats) Analysis

Participants were asked to list what they consider to be **STRENGTHS**:

- ◆ People (residents and staff)
- ◆ Public Safety
- ◆ Low drama
- ◆ Tree canopy / environment / layout of Village
- ◆ Diversity
- ◆ Pride
- ◆ Size
- ◆ Service
- ◆ Longevity of residents and staff
- ◆ Recreation Center / Park
- ◆ Village Administration
- ◆ Signage / identifiers
- ◆ Village of homes
- ◆ Educated population

Participants were asked to list what they consider to be **WEAKNESSES**:

- ◆ Infrastructure (pipes / roads)
- ◆ Lack of money
- ◆ Inadequate technology
- ◆ Property maintenance
- ◆ Low expectations / apathy / divisiveness
- ◆ Hard to make changes
- ◆ Sound barrier (FEC)
- ◆ Upkeep of trees
- ◆ I vs. We mentality
- ◆ No long term plan
- ◆ Lack of a broader range of resident participation
- ◆ Destroying the character of homes
- ◆ Lack of space
- ◆ Jumping into projects without professional advice.

Participants were asked to list what they consider to be **OPPORTUNITIES**:

- ◆ People
- ◆ Engage businesses (inside and outside)
- ◆ Growing the brand
- ◆ Define village entryways
- ◆ Encourage surrounding areas to improve
- ◆ Invite legislators to Biscayne Park; provide them a column in our newsletter; create better relationships/contacts with Tallahassee.
- ◆ Build better relationships with surrounding cities; build regional coalitions; collaborate on projects
- ◆ Annexation
- ◆ Community building within (example public art)
- ◆ Increase ties to schools
- ◆ Professionalization of staff
- ◆ Strengthen revenue stream

- ◆ New commission
- ◆ Social media
- ◆ What are we paying/offering our employees
- ◆ Biscayne Park Foundation
- ◆ Sister cities
- ◆ Funding of cultural events
- ◆ Encourage resident participation

Participants were asked to list what they consider as **THREATS**:

- ◆ Traffic pass-through
- ◆ External crime
- ◆ Economy
- ◆ Non resident use of park; lack of recreational facilities in surrounding areas
- ◆ Larger facilities have more room/diverse programs
- ◆ Lack of good school choices; less families move in
- ◆ North Miami (utilities, government, property values)
- ◆ Lack of standards of properties around us
- ◆ Climate (summer months)
- ◆ Rising costs to deliver services
- ◆ Lack of municipal facility
- ◆ Lack of resources (businesses)
- ◆ Lack of revenues / lace of diversity in revenue sources

c. Goals and Objectives

Participants were asked to identify a specific goal of what they want to achieve in the Village, then to identify the objectives which are the strategies or implementation steps to achieve the identified goal, and finally to identify specific actions.

GOAL: IMPROVE THE AESTHETICS OF THE VILLAGE

Objective 1: Increase Code Compliance

- Action 1: Create neighbor assistance program
- Action 2: Set code compliance priorities
- Action 3: Support and obtain resources for staff
- Action 4: Create a welcome package / communication for new residents
- Action 5: Revise code on visibility triangle

Objective 2: Review Code for Parking

- Action 1: Encourage Code Review Board to complete their process
- Action 2: Set up workshop with Code Review Board and Commission

GOAL: SUSTAINABILITY

Objective 1: Increase Revenue

- Action 1: Increase cost sharing revenues
- Action 2: Review fee schedule
- Action 3: New assessments
- Action 4: Franchise fees
- Action 5: Revisit lien process
- Action 6: Review professional services

Objective 2: Annexation Process

Action 1: Discuss lobbyist

Action 2: Market ourselves

Action 3: Reach out to County decision makers

Action 4: Distinguish ourselves from other annexation applicants

Action 5: Reach out to County staff, including Mayor

Objective 3: Enhance tree canopy / medians

Action 1: Present current master plan to Commission

Action 2: Designate a specific median(s) for improvements

Objective 4: Branding

Action 1: Furthering our brand

d. Mission and Vision Statements

At the conclusion of the session, participants were asked to consider a Mission and Vision statement for the Village.

4 Adjournment

The session ended at 1:50pm

Commission approved on _____.

Attest:

David Coviello, Mayor

Maria Camara, Village Clerk



MINUTES
REGULAR COMMISSION MEETING
Ed Burke Recreation Center - 11400 NE 9th Court
Biscayne Park, FL 33161
Tuesday, March 4, 2014 at 7:00pm

1 Call to Order

Mayor David Coviello called the meeting to order at 7:06pm.

2 Roll Call

Mayor David Coviello - present
Vice Mayor Barbara Watts - present
Commissioner Bob Anderson - present
Commissioner Fred Jonas - present
Commissioner Roxanna Ross - present

Present from staff were:

Village Manager Heidi Shafran
Village Clerk Maria C. Camara
Village Attorney John Hearn
Assistant to the Manager/Public Services Director Candido Sosa-Cruz
Finance Director Irwin Williams
Chief of Police Ray Atesiano
Police Officer Thomas Harrison
Parks & Recreation Director Issa Thornell
Assistant Public Works Director Cesar Hernandez

3 Pledge of Allegiance

4 Presentations

4.a Proclamations were read by Mayor Coviello recognizing the retirement of Jeanie Bridges and Jessie Anderson.

4.b Miami Dade County Fire Chief David Downey provided a presentation on Miami Dade Fire Rescue (MDFR) services.

5 Additions, Deletions or Withdrawals to the Agenda

Commissioner Ross asks Manager Shafran to provide an update on annexation, as well as a recap of her first 90 days of service as Village Manager.

Mayor Coviello asks Manager Shafran to provide a recap on their trip to Tallahassee.

Vice Mayor Watts asks to postpone item 12.c, Photo Contest, to the April meeting.

Manager Shafran provided a reminder of the following upcoming events:

> The Biscayne Park Foundation will be hosting Food & Tunes on Friday, March 14th, at 6:30pm, and will feature an Irish theme.

> There will be two (2) public workshops on the Sanitation RFP, Saturday March 22nd at 10:00am, and Monday March 24th at 6:30pm. On Saturday March 22nd, there will also be "Coffee with a Cop" at 9:00am.

6 Public Comments Related to Agenda Items / Good & Welfare

Barbara Kuhl: Regarding the resolution on Venezuela, not appropriate for the Commission to do resolutions that are of a political or religious nature. This has nothing to do with Biscayne Park. Better to stay on topic and away from political issues. On the workshop for Sanitation, there could be more information provided. Looking at the agenda, it looks like it is a done deal. On Fred Jonas' blog, everyone said to keep as is no matter how much more it costs. According to Zillow.com, property values in Biscayne Park are going up at a higher rate than a city like North Miami Beach. Using them as an example because their services were lowered. People are telling you to keep the service. People are will to pay. Put more information on the website that this is not a done deal so more people will come out.

Chuck Ross: Had a successful first Coffee with a Cop event on February 15th. Hope that more will attend the next one on March 22nd.

7 Consent Agenda

Vice Mayor Watts pulls item 7.f, Resolution 2014-18.

Mayor Coviello pulls items 7.e, Resolution 2014-17, and 7.g, Resolution 2014-26.

Manager Shafran pulls item 7.d, Resolution 2014-16.

Left on the consent agenda:

Approval of Minutes

> February 4, 2014

Acceptance of Board Minutes

Code Compliance Board Special Meeting - January 27, 2014

Code Compliance Board - February 11, 2014

Recreation Advisory Board - January 9, 2014

Planning & Zoning Board - February 3, 2014

Planning & Zoning Board - February 18, 2014

Resolution 2014-15

A RESOLUTION OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA; **AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE MANAGED SERVICES AGREEMENT BETWEEN COMPUTER SYSTEMS AND SOFTWARE, INC., AND THE VILLAGE OF BISCAYNE PARK TO PROVIDE MANAGED COMPUTER SERVICES; PROVIDING FOR AN EFFECTIVE DATE**

Commissioner Ross makes a motion to approve the Consent Agenda and it is seconded by Commissioner Anderson.

All in favor: Mayor Coviello, Vice Mayor Watts, Commissioner Anderson, Commissioner Jonas, and Commissioner Ross.

Opposed: None

Motion carries: 5/0

7.d **Resolution 2014-16**

A RESOLUTION OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA; **AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT BETWEEN JOE A. DE MADET AND THE VILLAGE OF BISCAYNE PARK TO PROVIDE YOUTH BASEBALL AND SOCCER PROGRAMS AT THE ED BURKE RECREATION CENTER; PROVIDING FOR AN EFFECTIVE DATE**

Attorney Hearn read the title of the Resolution. Manager Shafran detailed the changes to the contract.

Mr. De Madet thanked the Manager and Commission and for the Manager going out of her way to work out the details of the contract.

Commissioner Anderson makes a motion to approve Resolution 2014-16 and it is seconded by Commissioner Ross.

All in favor: Mayor Coviello, Vice Mayor Watts, Commissioner Anderson, Commissioner Jonas, and Commissioner Ross.

Opposed: None

Motion carries: 5/0

7.e **Resolution 2014-17**

A RESOLUTION OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA; **AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT BETWEEN LESLIE REILLY AND THE VILLAGE OF BISCAYNE PARK FOR THE PROVISION OF EXERCISE CLASSES AT THE ED BURKE RECREATION CENTER; PROVIDING FOR AN EFFECTIVE DATE**

Attorney Hearn read the title of the Resolution.

Ms. Reilly thanked the Commission for the opportunity and is excited to start the programs for seniors and adults.

Commissioner Anderson makes a motion to approve Resolution 2014-17 and it is seconded by Commissioner Ross.

All in favor: Mayor Coviello, Vice Mayor Watts, Commissioner Anderson, Commissioner Jonas, and Commissioner Ross.

Opposed: None

Motion carries: 5/0

7.f **Resolution 2014-18**

A RESOLUTION OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA; **AUTHORIZING THE MAYOR TO EXECUTE THE PROFESSIONAL CONSULTANT SERVICES AGREEMENT BETWEEN R.P. UTILITY & EXCAVATION CORPORATION**, AND THE VILLAGE OF BISCAYNE PARK TO PROVIDE DRAINAGE AND ROADWAY REPAIR ON NORTHEAST 111TH STREET AND NORTHEAST 9TH COURT; PROVIDING FOR AN EFFECTIVE DATE

Attorney Hearn read the title of the Resolution. Director Sosa-Cruz introduced Gene Schriener from Craig A. Smith & Associates, who explained the selection process from the bids received and why R.P. Utility & Excavation Corp. was selected. Mayor Coviello confirmed with Attorney Hearn that there is no exposure to the Village in the waiving of the discrepancies since they are not material in nature and that they can be waived. Commissioner Ross confirms that the funding for the project will be from the CITT fund.

Commissioner Jonas makes a motion to approve Resolution 2014-18 and it is seconded by Commissioner Anderson.

All in favor: Mayor Coviello, Vice Mayor Watts, Commissioner Anderson, Commissioner Jonas, and Commissioner Ross.

Opposed: None

Motion carries: 5/0

7.g **Resolution 2014-26**

A RESOLUTION OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA, **VOICING SUPPORT FOR THE VENEZUELAN DEMONSTRATORS** PERSECUTED AND JAILED BY THE GOVERNMENT OF VENEZUELA, DEMANDING A HALT TO THE MISTREATMENT AND PERSECUTION OF THE DEMONSTRATORS AND THE RELEASE OF ALL POLITICAL PRISONERS; AND REQUESTING THE ORGANIZATION OF AMERICAN STATES AND U.N. COMMISSION ON HUMAN RIGHTS TO INVESTIGATE THE MISTREATMENT OF THE DEMONSTRATORS AND POLITICAL PRISONERS; PROVIDING FOR AN EFFECTIVE DATE *(Sponsored by Mayor Coviello)*

Attorney Hearn read the title of the Resolution. Mayor Coviello provided the background and asked the Commission for their support and/or input.

After discussion, Commissioner Anderson makes a motion to approve Resolution 2014-26 and it is seconded by Commissioner Ross.

All in favor: Mayor Coviello, Vice Mayor Watts, Commissioner Anderson, and Commissioner Ross.

Opposed: Commissioner Jonas

Motion carries: 4/1

8 Public Hearing

< None >

9 Ordinances

FIRST READING:

< None >

SECOND READING:

9.a Ordinance 2014-01

AN ORDINANCE OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA **AMENDING CHAPTER 2, ADMINISTRATION, ARTICLE III, ENTITLED, "COMMISSIONS, BOARDS AND COMMITTEES"**; AMENDING EXISTING SECTION 2-30 OF THE CODE OF ORDINANCES OF THE VILLAGE OF BISCAYNE PARK, ENTITLED, "GENERAL RULES AND POLICIES"; **CREATING NEW SECTION 2-36 OF THE CODE OF ORDINANCES OF THE VILLAGE OF BISCAYNE PARK, ENTITLED "PUBLIC ART ADVISORY BOARD"**; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE

Attorney Hearn read the title.

Manager Shafran provided the background and detailed the changes per Commission consensus after first reading.

Public Comments:

Dan Keys: Has an issue with changes on how board members are appointed. It is appropriate that each Commissioner appoint someone as it is done today. This is a unique opportunity for the Commission to appoint a person. The way it is being proposed does not make it less political. Also does not agree with creating a Public Art Advisory Board. This is just growing the operation. Adds time for the Administration to follow up on.

Gary Kuhl: We are pleased with the current Commission. But consider if we had a Commission where we did not agree with the majority of them. Also, if husband and wives cannot serve on the same board, it should also apply to domestic partners.

Commissioner Ross agrees with Mr. Kuhl regarding the domestic partners. There is consensus to add that to section 2.30 after "daughter in law".

After discussion, Commissioner Anderson makes a motion to approve Ordinance 2014-01 with the added language and it is seconded by Commissioner Ross.

All in favor: Mayor Coviello, Vice Mayor Watts, Commissioner Anderson, Commissioner Jonas, and Commissioner Ross.

Opposed: None
Motion carries: 5/0

10 Resolutions

10.a Resolution 2014-19

RESOLUTION OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA, **RATIFYING THE SELECTION AND APPOINTMENT OF BOARD MEMBERS TO THE PLANNING & ZONING BOARD**; PROVIDING FOR AN EFFECTIVE DATE

Attorney Hearn read the title of the Resolution.

Ballots provided to each Commissioner listing the names of the residents that submitted applications to serve on the Planning & Zoning Board. Clerk Camara tallied the votes. The following members were selected:

Gage Hartung
Carl Bickel
Andrew Olis
Doug Tannehill
Elizabeth Rumiano
Mario Rumiano (Alternate)

Commissioner Anderson makes a motion to approve Ordinance 2014-19 and it is seconded by Commissioner Ross.

All in favor: Mayor Coviello, Vice Mayor Watts, Commissioner Anderson, Commissioner Jonas, and Commissioner Ross.

Opposed: None
Motion carries: 5/0

10.b Resolution 2014-20

RESOLUTION OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA, **RATIFYING THE SELECTION AND APPOINTMENT OF BOARD MEMBERS TO THE CODE COMPLIANCE BOARD**; PROVIDING FOR AN EFFECTIVE DATE

Attorney Hearn read the title of the Resolution.

Ballots provided to each Commissioner listing the names of the residents that submitted applications to serve on the Code Compliance Board. Clerk Camara tallied the votes. The following members were selected:

Harvey Bilt
Michael Beltran
Gary Kuhl
Linda Dillon
Dale Blanton

Commissioner Anderson makes a motion to approve Ordinance 2014-20 and it is seconded by Commissioner Jonas.

All in favor: Mayor Coviello, Vice Mayor Watts, Commissioner Anderson,
Commissioner Jonas, and Commissioner Ross.

Opposed: None

Motion carries: 5/0

10.c **Resolution 2014-21**

RESOLUTION OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK,
FLORIDA, **RATIFYING THE SELECTION AND APPOINTMENT OF BOARD MEMBERS TO
THE PARKS & PARKWAY ADVISORY BOARD**; PROVIDING FOR AN EFFECTIVE DATE

Attorney Hearn read the title of the Resolution.

Ballots provided to each Commissioner listing the names of the residents that
submitted applications to serve on the Parks & Parkway Advisory Board. Clerk
Camara tallied the votes. The following members were selected:

Dan Keys
Robert Silverman
Randy Wagoner
Barbara Kuhl
Robert Moreno

Commissioner Jonas makes a motion to approve Ordinance 2014-21 and it is
seconded by Commissioner Anderson.

All in favor: Mayor Coviello, Vice Mayor Watts, Commissioner Anderson,
Commissioner Jonas, and Commissioner Ross.

Opposed: None

Motion carries: 5/0

10.d **Resolution 2014-22**

RESOLUTION OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK,
FLORIDA, **RATIFYING THE SELECTION AND APPOINTMENT OF BOARD MEMBERS TO
THE ECOLOGY BOARD**; PROVIDING FOR AN EFFECTIVE DATE

Attorney Hearn read the title of the Resolution.

Ballots provided to each Commissioner listing the names of the residents that
submitted applications to serve on the Ecology Board. As there were only four
applications, consensus to accept without having to submit their votes. The
members selected are:

Carmen DeBernardi
Richie Strassberg
Tom Pliske
Marie Smith

Commissioner Ross makes a motion to approve Ordinance 2014-22 and it is seconded by Vice Mayor Watts.

All in favor: Mayor Coviello, Vice Mayor Watts, Commissioner Anderson, Commissioner Jonas, and Commissioner Ross.

Opposed: None

Motion carries: 5/0

10.e **Resolution 2014-23**

RESOLUTION OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA, **RATIFYING THE SELECTION AND APPOINTMENT OF BOARD MEMBERS TO THE RECREATION ADVISORY BOARD**; PROVIDING FOR AN EFFECTIVE DATE

Attorney Hearn read the title of the Resolution.

Ballots provided to each Commissioner listing the names of the residents that submitted applications to serve on the Recreation Advisory Board. As there were only five applications, consensus to accept without having to submit their votes. The members selected are:

Dan Samaria

Manny Espinoza

Charly McDonald

Patrick McGeehan

Walter Pettis

Commissioner Ross makes a motion to approve Ordinance 2014-23 and it is seconded by Commissioner Anderson.

All in favor: Mayor Coviello, Vice Mayor Watts, Commissioner Anderson, Commissioner Jonas, and Commissioner Ross.

Opposed: None

Motion carries: 5/0

10.f **Resolution 2014-24**

RESOLUTION OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA, **RATIFYING THE SELECTION AND APPOINTMENT OF BOARD MEMBERS TO THE PUBLIC ART ADVISORY BOARD**; PROVIDING FOR AN EFFECTIVE DATE

Attorney Hearn read the title of the Resolution.

Ballots provided to each Commissioner listing the names of the residents that submitted applications to serve on the Public Art Advisory Board. As there were only three applications, consensus to accept without having to submit their votes. The members selected are:

Larry Newberry

Bradley Piper

Susan Weiss

Commissioner Anderson makes a motion to approve Ordinance 2014-24 and it is seconded by Vice Mayor Watts

All in favor: Mayor Coviello, Vice Mayor Watts, Commissioner Anderson, Commissioner Jonas, and Commissioner Ross.

Opposed: None

Motion carries: 5/0

10.g Resolution 2014-25

RESOLUTION OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA, **RATIFYING THE SELECTION AND APPOINTMENT OF BOARD MEMBERS TO THE BISCAYNE PARK FOUNDATION**; PROVIDING FOR AN EFFECTIVE DATE

Attorney Hearn read the title of the Resolution.

The two residents that submitted applications to serve on the Foundation are:

Silvia Linke

George Marinoni

Commissioner Anderson makes a motion to appoint the two new board members and approve Ordinance 2014-25 and it is seconded by Commissioner Jonas.

All in favor: Mayor Coviello, Vice Mayor Watts, Commissioner Anderson, Commissioner Jonas, and Commissioner Ross.

Opposed: None

Motion carries: 5/0

11 Old Business

11.a Village Attorney Hearn provided an update on the agreement with the City of North Miami as it relates to the water utilities. They have agreed to look at the agreement and will get back to us in two weeks. Looking to provide a response for the April meeting, and provide recommendations for next steps.

11.b Manager Shafran: Regarding the designation of a Commission representative for all annexation issues, staff recommends the Commission appoint one person to serve as a spokesman for the Village.

There is consensus to appoint Mayor Coviello as the official spokesman and to have Commissioner Ross as the back up.

12 New Business

12.a Traffic Calming Measures in the Village as requested by Commissioner Ross:

Discussion on different ideas such as speed bumps, speed tables, signage, updating the painted stop bars that are faded, and giving attention to line of site issues at certain intersections.

Direction is given to staff to look into the placement of speed bumps at selected locations.

12.b Discussion of Law Enforcement Assessment Fee - As requested by Commissioner Ross

Attorney Hearn provided the background on this assessment which was initially started by the City of North Lauderdale. Manager Shafran explained that our police budget is approximately 43% of our overall budget, and suggests that if the Commission is interested, to pass a resolution of support

Commissioner Ross makes a motion to draft and adopt a resolution in support and it is seconded by Commissioner Jonas.

All in favor: Mayor Coviello, Vice Mayor Watts, Commissioner Anderson, Commissioner Jonas, and Commissioner Ross.

Opposed: None

Motion carries: 5/0

Item 12.c was deferred to the April 1 meeting.

12.d Request for median plans from Parks & Parkway Advisory Board as requested by Commissioner Jonas

Commissioner Jonas looks to get a general plan for all medians, for the real development of our medians. Asks that Parks & Parkway Advisory Board take the next six months to provide a plan and a survey of all medians.

Dan Keys, Parks & Parkway Chair: Would have been nice if the last five years of minutes from the board would have been read. Concern is that you can make plans, yet have no commitment to fund. To do it well could cost \$100,000. We can take a shot at it. It's a lot of work. Only \$4,000 in the budget to plant bushes. Asks Commission the amount of money to be spent. Perhaps have the Commission provide priority areas.

After discussion, there is consensus to have Parks & Parkway move forward with a plan for the medians at the Village's entry points, to consider "welcome" signage, be mindful of irrigation needs, and all associated costs.

12.e Discussion regarding retention of Lobbyist for Village interests in County and State – As requested by Mayor Coviello

Mayor Coviello provided a recap of the recent trip to Tallahassee with Commissioner Ross and Manager Shafran to lobby for funding for Village Hall renovations and a Public Safety and Administration Annex, as well as Stormwater master plan. The competition in Tallahassee is stiff and while there is a good chance that the Village will get on the list, it is only a first step. Critical to have a lobbyist to continue to push for us. Also to further our efforts at the county level for annexation.

Manager Shafran identified available funds in the budget that total \$14,500. The cost for a lobbyist for the Village could range from \$16,000 to \$20,000 per year. Have already received quotes of \$1,000 to \$1,200 per month. This is a return on investment decision.

After discussion, Commissioner Ross makes a motion to authorize the Manager to engage a professional lobbyist to protect our interests in Tallahassee, not to exceed \$2,500 and to waive any competitive bidding. It is seconded by Commissioner Jonas.

All in favor: Mayor Coviello, Commissioner Anderson, Commissioner Jonas, and Commissioner Ross.

Opposed: Vice Mayor Watts

Motion carries: 4/1

13 Request for Placement of Items on Next Meeting Agenda

Commissioner Ross: Looks for a resolution on the Forest Grant application which is usually done in April of each year.

Commissioner Ross: Discussion to renew the Let's Move Campaign.

Commissioner Ross: Discussion on holding a Trade Fair for home based business in the Village and well as for residents who have a business they want to showcase.

Commissioner Anderson: Discussion on whether we need to continue having a "Draft Agenda".

Commissioner Jonas: Discussion regarding the Ecology Board

Mayor Coviello: Discussion on permitting fee adjustments and addition of new permits, such as film permitting.

Manager Shafran explained the need for establishing a Village Administrative Fee to residents and non-residents for programs provided in the Village.

Motion made by Commissioner Jonas to authorize the Administration to charge a Village Administrative Fee of \$25 for residents and \$35 for non-residents. It is seconded by Commissioner Anderson.

All in favor: Mayor Coviello, Vice Mayor Watts, Commissioner Anderson, Commissioner Jonas, and Commissioner Ross.

Opposed: None

Motion carries: 5/0

14 Reports

14.a Village Manager

- ◆ Provided the monthly financial report for the period ending January 31, 2014. On March 17th, the annual audit will begin for fiscal year 2012-13.

Regarding the Sanitation Workshops, this is an invitation for all residents to speak on

- ◆ this issue. No decisions have been made. After the two workshops, the Manager will make a recommendation to the Commission.

The trip to Tallahassee with Mayor Coviello and Commissioner Ross was very interesting and helpful and provided amazing exposure on both the House and Senate side. The key talking point is that we are unique in Miami Dade County.

- ◆ Emphasized need of a public safety annex for police officers, employees and residents. On Stormwater project, represented the needs of the Village as it relates to safety and hazard issues of flooding.

- ◆ Staff appreciates the time spent at the Strategic Planning Session. Will be delegating staff responsibilities from this session.

FP&L is working on a pole hardening project to provide better service. Will be presenting the project at the March 17th Planning & Zoning Board meeting. Will be

- ◆ providing communication to residents in the area of the project. FP&L is also addressing the double pole issues throughout the Village which is a coordinated effort with Comcast and AT&T.

Will ask FP&L to re-schedule presentation for the April 7th Planning & Zoning Board meeting to allow more time to get information to the residents.

On annexation, attended the County meeting on February 27th. There was no one from the public at that meeting that spoke in opposition to our application. Our

- ◆ application is next scheduled to be on the County's agenda for the March 18th meeting where they will consider acceptance. If accepted, will proceed to the Committee review process. Miami Dade County League of Cities has also been informed of our annexation application.

Will be sharing information on Village events with residents of proposed annexation area.

- ◆ Provided a recap of first 90 days as Village Manager:

- Thanks staff for their trust and support.
- Attended several board meetings and made contact with many residents.
- Encouraged staff to attend board meetings.
- Implemented new Village website, installation of BS&A Software for Building and Code Compliance
- Networked with professional colleagues.
- Advocated for the Village of Biscayne Park in Tallahassee
- Identified water issues.
- Modernized the Village as it relates to IT enhancements
- Worked with Parks & Recreation Director to develop new programs.
- Implemented processes and procedures for productive meetings.
- Professional training for staff.

- Moderated a successful strategic planning session.
- Demonstrated fiscal responsibility by being on track with the budget.
- Continue to offer availability to meet and work with the Commissioners

- ◆ Will continue to work on growing Senior Programs including AARP driving course, Tai-Chi sessions. Other programs considering are acting lessons for children, mobile DMV, bridge club.

- ◆ With the sale of the second van, the Village netted \$6,976. Looking to get commission approval to proceed with renovating and improving the bathroom facilities at the recreation center. The goal is to market this facility. Have also received suggestions for enhancing the camera system around the recreation center area, as well as improved lighting. However the most pressing is the condition of the restrooms.

Consensus from the Commission to go forward with getting quotes for the bathroom renovations and bring back the final proposals.

14.b Village Attorney

Attorney Hearn reported that he has met with the PAT union representatives, only the first step in the negotiation process. Next meeting to be scheduled with the Manager.

In regards to a public art assessment, it does not fit the typical definition for assessments which usually relates to infrastructure enhancements.

14.c Board / Committee Reports

< None >

14.d Commissioner Comments

< None >

15 Public Comment

< None >

16 Announcements

Wednesday, March 5th - Code Review Board at 7:00pm
 Thursday, March 6th - Code Compliance Board Special Meeting at 7:00pm
 Tuesday, March 11th - Code Compliance Board at 7:00pm
 Friday, March 14th - Food & Tunes starting at 6:30pm
 Monday, March 17th - Planning & Zoning Board at 6:30pm
 Monday, March 17th - Ecology Board at 6:30pm
 Wednesday, March 19th - Code Review Board at 7:00pm
 Saturday, March 22nd - Workshop Solid Waste Collection Services at 10:00am
 Monday, March 24th - Workshop Solid Waste Collection Services at 6:30pm.
 Tuesday, March 25th - Recreation Advisory Board at 7:00pm

Wednesday, March 26th - Parks & Parkway Advisory Board at 6:00pm
Saturday, March 29th - Earth Hour from 8:30pm to 9:30pm

The next regular commission meeting is Tuesday, April 1, 2014, at 7:00pm.

17 Adjournment

The meeting was adjourned at 10:44pm.

Commission approved on _____.

Attest:

David Coviello, Mayor

Maria Camara, Village Clerk



Village of Biscayne Park

Commission Agenda Report

Village Commission Meeting Date: April 1, 2014

Subject: Acceptance of Board Minutes

Prepared By: Maria C. Camara, Village Clerk

Sponsored By: Staff

Background

The Board Minutes as listed below are being provided for the Commission's review and acceptance. If the minutes provided have not yet been approved by the board, they are noted as **DRAFT**.

Staff Recommendation

Acceptance at Consent

Attachments

February 11, 2014 Code Compliance Board

February 19, 2014 Parks & Parkway Advisory Board **DRAFT**

March 3, 2014 Planning & Zoning Board

March 5, 2014 Code Compliance Board **DRAFT**

March 6, 2014 Code Compliance Board **DRAFT**

March 11, 2014 Code Compliance Board **DRAFT**

March 17, 2014 Planning & Zoning Board **DRAFT**



CODE
COMPLIANCE
BOARD

Gary Kuhl
Chairman

Harvey Bilt
Carmen
DeBernardi
Linda Dillon
Dale Blanton

MINUTES
CODE COMPLIANCE BOARD
Ed Burke Recreation Center 11400 NE 9th Court
Tuesday- February 11th, 2014 at 7:00 p.m.

1. CALL TO ORDER

Meeting was called to order at 7:05 pm by Gary Kuhl.

2. ROLL CALL

Present from the board were: Gary Kuhl, Linda Dillon, Dale Blanton and Harvey Bilt. Also present were Code Officer Reginald White from the Code Compliance Department and Wendy Hernandez.

3. ADDITIONS, DELETIONS OR WITHDRAWALS TO ORDER OF BUSINESS

4. APPROVAL OF MINUTES

The Minutes for January 27th 2014 code meeting was approved. It was motion by Gary Kuhl to approve minutes. Vote count went 5-0.

5. NEW BUSINESS: None

6. OLD BUSINESS

6a – The property at 11619 NE 6th Ave has a clear visibility violation that was noted in December 2013. North bound traffic visibility is being blocked at the corner of 11619 NE 6th Ave. As of today's date the violation is not in compliance. A motion was made by H. Bilt, seconded by C. DeBernardi, to postpone the case until next month's meeting. G. Kuhl requested that the Code Officer review the survey and determine if hedges are located on the public right of way. G. Kuhl also requested that the Code Officer show the owner how much of the hedges to cut in order to be in compliance with the clear visibility triangle Ordinance. Vote count 5-0.

6b – The property at 1019 NE 115th St has a minimum housing standards violation, the violation is rotting of the roof in the front of the house. The violation was noted in August 2013, as of today's date the property is not in compliance. A motion was made



The Village of Biscayne Park

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by D. Blanton, seconded by H. Bilt, to pay a \$35.00 Administrative fee, a \$10.00 a day fine that will commence on February 12, 2014. Vote count 5-0.

7. FINE REDUCTION

7A – The property at 11328 NE 7th Ave is requesting a fine reduction for the following cases:

6-08-1066 Yard Maintenance, underbrush needs to be cut/trimmed and weeds removed. Total due to date is \$19,040.00. As of today's date the violation is in compliance.

6-08-1067 Personal property stored under carport. Total due to date is \$19,040.00. As of today's date the violation is in compliance.

10-13-2062 Dirty Exterior walls, paint is chipping. Total due to date is \$800.00. As of today's date the violation is in compliance.

Total due for the three (3) violations is \$38,880.00

A bank representative for the property "Louis Romano" stated that when legal possession was accomplished on 11/22/2013, they immediately brought the property into compliance, except for the painting that was brought to their attention two weeks ago. Louis stated that the bank made an offer of \$15,000 to the board two weeks ago and the board refused the offer. The board questioned the reason for not bringing the property in compliance in June of 2010, when the Certificate of Sale was executed. Louis Romano responded that even though the Certificate of sale was executed and filled on June 16, 2010, the Certificate of Title was not recorded until August 21, 2012. Louis reiterated that legal possession of the property was November 11, 2013 when the occupants of the property were evicted.

A motion was first made by H. Bilt to not reduce the fines, None in favor. A motion was made by C. DeBernardi to reduce the fine to \$7,000.00. None in favor. A motion was later made by D. Blanton to reduce the total fines to \$28,800.00, it was seconded by H. Bilt. Board member L. Dillon, D. Blanton, H. Bilt and G. Kuhl in favor. C. DeBernardi not in favor. Motion passed, vote count 4-1.

7B – The property at 970 NE 118th St is requesting a fine reduction for the following case:

07-08-1094 Pool does not have proper surround/safety barrier. Total due to date is \$8,940.00. As of today's date, the violation is not in compliance.

A motion was made by H. Bilt to postpone the fine reduction until next month's code meeting. It was seconded by C. DeBernardi. G. Kuhl added that a temporary safety barrier needed to be constructed immediately before the permanent fix is done. Vote



The Village of Biscayne Park

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count 5-0. The representative for the property agreed and stated that a temporary barrier will be constructed the next day. He also agreed to construct a permanent fence within 30 days. Vote count went 5-0.

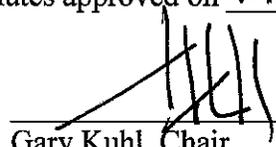
8. DISCUSSIONS:

The board reviewed fee schedules for neighboring municipalities. The code board has agreed to have a special meeting to further discuss and propose a fee schedule for code violations. The requested date is March 6, 2014.

9. ADJOURNMENT:

It was motioned to adjourn by Gary Kuhl, second by Carmen DeBernardi. Meeting was adjourned at 8:21 p.m.

Minutes approved on MARCH 11, 2014

By: 
Gary Kuhl, Chair



PARKS &
PARKWAY
ADVISORY BOARD

Dan Keys
Chairman

Robert Silverman
Randy Wagoner

Alternate
Barbara Kuhl

MINUTES
PARKS & PARKWAY ADVISORY BOARD
Ed Burke Recreation Center 11400 NE 9th Court
Wednesday, February 19, 2014 at 6:00 PM

1. CALL TO ORDER AND ROLL CALL – Present – Dan Keys, Barbara Kuhl, Robert Silverman and Randy Wagoner. Guests - Village Manager, Heidi Shafran and Assistant to the Manager/Public Service Director, Candido Sosa-Cruz. Residents Gage Hartung and Andrew Olis.
2. AGENDA ADDITIONS AND DELETIONS – Discussion of screw pine plant on 10 Avenue at 115 Street.
3. PUBLIC COMMENT (PERMITTED FOR EACH AGENDA ITEM)
4. APPROVAL OF MINUTES – The minutes of May 16, 2012, July 18, 2012, August 29, 2012 and September 19, 2012 were deferred and the minutes of January 4, 2014 were approved unanimously.
5. OLD BUSINESS
 - A. Village staff status report
 1. General median maintenance – The Board was informed by Mr. Sosa-Cruz that the Village was responding to the Board's previous concern about weed eater damage to median plant materials, by establishing cleared areas around them through the use of Roundup herbicide.

The presence of median damage caused by vehicles was pointed out (115 st and NE 6th Avenue mentioned specifically). Barbara Kuhl asked that the Police Department not let people off the hook with warning when they see the illegal crossing taking place. Mr. Sosa-Cruz mentioned that although the Police Department needed to see the crossings taking place, the Code Enforcement officer could issue warnings without seeing the actual crossing when there was an obvious violator.

Repair of the damaged irrigation system on NE 6th Avenue was discussed and Staff informed the Board that no funding for its repair was available at this time.

2. Tree removal and tree trimming issues – Mr. Andrew Olis and Mr. Gage Hartung addressed the Board and asked about the proposed



and approved removal of the Screw Pine (Pandanus) located in the median of NE 10th Ave at 115 Street. The residents asked that the plant not be removed. The Board advised them that since Pandanus is not a canopy tree and that the Board's efforts supported by the Commission has been to establish canopy trees in appropriate locations as the foundation for the median plantings. A recommendation for the Pandanus removal had previously been made to and subsequently approved by the Commission. There was no funding for transplanting of this plant material, which had been an unapproved planting by a resident many years previous.

3. Athletic field turf maintenance – The Board mentioned that the Athletic field was looking good with the exception of some weed problems and a small amount of mole cricket damage. Mr. Keys advised that he had been informed that treatment for these issues had already been planned. The proactivity of staff in this regard was praised. The Village Manager was asked to continue strong funding for the maintenance of the field in the next fiscal year's budget.

4. Athletic field irrigation system maintenance – The Board was informed that staff had resolved a valve failure issue.

5. Highway Beautification Grant Proposal made for NE 6th Ave – the Board was informed that the Village had received notice that it had been awarded funding for the replacement of palms on NE 6th Avenue.

B. Sixth th Ave. Bridge Grant – Mr. Keys advised that he and Mr. Sos-Cruz had marked out the location of the proposed bridge planting. Mr. Sos-Cruz advised that the FDOT was requiring some adjustments to these locations due to the proximity of some of the palms to the Canal. Mr. Cruz was asked to contact the FDOT to ask if any movement in this requirement was possible.

6. NEW BUSINESS - Discussion of placement for new "Zaluski" sculpture in Griffing Park. Staff requested recommendations for the specific siting of the "Zaluski" sculpture in Griffing Park. After discussion, the Board recommended a location roughly in lin with the Arthur Griffing Plaque and Monument on the 6th Avenue edge of the park. Mr. Sosa-Cruz would mark the location and individually ask Board members for any objections.

7. NEXT MEETING DATE – Tentatively March 19, 2014.

8. ADJOURNMENT – 7:50 PM



The Village of Biscayne Park

640 NE 114th St., Biscayne Park, FL 33161
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Minutes approved on _____

By: _____
Dan Keys, Chair



The Village of Biscayne Park

640 NE 114th St., Biscayne Park, FL 33161
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PLANNING & ZONING BOARD

Gage Hartung
Chairman

Andrew Olis
Vice Chairman

Carl Bickel
Elizabeth Hornbuckle
Doug Tannehill

Alternate
Mario Rumiano

MINUTES

PLANNING & ZONING BOARD MEETING **Ed Burke Recreation Center** **11400 NE 9th Court – Biscayne Park, FL** **Monday, March 3rd, 2014 at 6:30pm**

1. CALL TO ORDER:

Meeting was called to order at 6:30pm

2. ROLL CALL:

Gage Hartung- Chair-present
Andrew Olis- Vice Chair-present
Elizabeth Hornbuckle- Board Member- absent
Doug Tannehill- Board Member-present
Carl Bickel- Board Member-present
Mario Rumiano- Alternate Board Member-absent
Staff Attendance- Wendy Hernandez, Finance Clerk

3. PUBLIC COMMENTS

4. APPROVAL OF MINUTES

February 3, 2014 & February 18, 2014 were approved. Motioned by C. Bickel and seconded by A. Olis. Vote Count 3-0

5. PAINT PERMITS

6. BUILDING PERMITS

- a. Frazil – 11308 NE 9th Ave – Gates & Fence
Motion by A. Olis, seconded by C. Bickel and approved 4-0
- b. Artceli – 921 NE 108th St – Re-roof Flat Tile
Motion by A. Olis, seconded by C. Bickel and approved 4-0
- c. Tellier – 11010 NE 9th Ct – Re-roof
Motion by A. Olis, seconded by C. Bickel and approved 3-0
- d. Wilkins – 11703 NE 11th Ave – Reseal valley
Motion by A. Olis, seconded by D. Tannehill and approved 4-0
- e. Bickel – 12045 Griffing Blvd – Roof
Motion by A. Olis, seconded by D. Tannehill and approved 3-0
(C. Bickel recused himself)

7. OLD BUSINESS

- a. Norrbinn – 11213 NE 9th Ct – Fence
Motion by A. Olis, seconded by C. Bickel and approved 4-0

8. NEW BUSINESS

9. ANNOUNCEMENTS:



The Village of Biscayne Park

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The next meetings of the Planning & Zoning Board are Monday, March 17th,
2014 Monday, April 7th 2014.

10. ADJOURNMENT

The meeting was adjourned at 6:40pm

Minutes approved on _____

3/17/14

Date

By _____

Gage Hartung, Chair



The Village of Biscayne Park

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

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**CODE
COMPLIANCE
BOARD**

**Gary Kuhl
Chairman**

**Michael Beltran
Harvey Bilt
Dale Blanton
Linda Dillon**

**MINUTES
Special Meeting
CODE COMPLIANCE BOARD
Ed Burke Recreation Center 11400 NE 9th Court
Wednesday, March 5th, 2014 at 6:30 p.m.**

1. CALL TO ORDER

Meeting was called to order at 6:30 pm by Gary Kuhl.

2. ROLL CALL

Present from the board were: Gary Kuhl, Linda Dillon, Dale Blanton and Harvey Bilt. Also present was Finance Clerk, Wendy Hernandez.

In the audience were

Mayor Coviello, Commissioner Jonas, Commissioner Ross, Village Attorney Hearn, Village Manager Shafran and Assistant to the Manager Sosa-Cruz

3. ADDITIONS, DELETIONS OR WITHDRAWLS TO ORDER OF BUSINESS

4. OLD BUSINESS

4.a Fine Reduction – 11328 NE 7th Ave

Open discussion between audience and board members regarding the property. Attorney Hearn presented offer given by the bank of \$15,000, offer was rejected by board members. Linda Dillon gave motion to accept \$20,000, seconded by Dale Blanton. Vote count 3-1.

5. ANNOUNCEMENTS / SCHEDULE OF NEXT MEETING

The next meeting of the Code Compliance Board is March 11th 2014 at 7:00p.m.

6. ADJOURNMENT:

Meeting adjourned at 7:12 p.m.

Minutes approved on _____

By: _____
Gary Kuhl, Chair



Village of Biscayne Park

640 NE 114th Street
Biscayne Park, FL 33161
Tel: 305 899 8000

CODE COMPLIANCE BOARD

Gary Kuhl
Chairman

Harvey Bilt
Linda Dillon
Dale Blanton
Michael Beltran

MINUTES

CODE COMPLIANCE BOARD

Ed Burke Recreation Center 11400 NE 9th Court
Thursday- March 6th, 2014 at 7:30 p.m.

1. CALL TO ORDER

Meeting was called to order at 7:20 pm by Gary Kuhl.

2. ROLL CALL

Present from the board were: Gary Kuhl, Linda Dillon, Dale Blanton and Harvey Bilt. Also present were Code Officer Reginald White and Candido Sosa Cruz the Assistant to the Manager / Public Services Director. Michael Beltran was absent.

3. ADDITIONS, DELETIONS OR WITHDRAWLS TO ORDER OF BUSINESS

4. APPROVAL OF MINUTES

5. NEW BUSINESS:

a. Fee Schedule Review

The board discussed a fee schedule for Class I citation - Class V citations.

Class I Citation includes high grass, illegal posting of signs, failure to display address numbers, and parking on unapproved surface. A \$25.00 citation will be assessed and \$5.00 daily fine will be commencing if the property is not in compliance at the Order of Enforcement.

Class II Citation included abandoned/unregistered vehicles, trash/illegal storage and illegal parking of vehicle/watercraft on the front yard. A \$50.00 citation will be assessed and \$10.00 daily fine will be commencing if the property is not in compliance at the Order of Enforcement.

Class III Citation includes Right -of Way obstructions and illegal dumping. A \$75.00 citation will be assessed and \$15.00 daily fine will be commencing if the property is not in compliance at the Order of Enforcement.

Class IV Citation includes Florida Building code violations/minimum housing standards, vacant unsecured building, visibility triangle and construction without a permit. A \$100.00 citation will be assessed and \$50.00 daily fine will be commencing if the property is not in compliance at the Order of Enforcement.

Class V Citation includes threat to public health, safety and irreparable, irreversible violations. A \$500.00 citation will be assessed and \$100.00 daily fine will be commencing if the property is not in compliance at the Order of Enforcement.

The approval of the fee schedule for Class I citation – to Class V citation was motioned by Gary Kuhl and seconded by Dale Blanton. Vote count went 4-0

The Code Board also advised the Code Officer to provide examples of violations in Class I to Class V Citations to next month's code meeting. The code board also advised the Code Officer to provide a list of violations attached with the usual given time to come into compliance.

6. OLD BUSINESS: None

7. FINE REDUCTION: None

8. DISCUSSIONS:

9. ADJOURNMENT: Motion to adjourn by Gary Kuhl. Meeting was adjourned at 8:25 p.m.

Minutes approved on _____

By: _____
Gary Kuhl, Chair



CODE
COMPLIANCE
BOARD

Gary Kuhl
Chairman

Harvey Bilt
Michael Beltran
Linda Dillon
Dale Blanton

MINUTES
CODE COMPLIANCE BOARD
Ed Burke Recreation Center 11400 NE 9th Court
Tuesday- March 11th, 2014 at 7:00 p.m.

1. CALL TO ORDER

Meeting was called to order at 7:03p.m.

2. ROLL CALL

Present from the board were: Gary Kuhl, Linda Dillon, Dale Blanton and Harvey Bilt and Michael Blanton. Also present were Code Officer Reginald White from the Code Compliance Department and Wendy Hernandez.

3. ADDITIONS, DELETIONS OR WITHDRAWALS TO ORDER OF BUSINESS

- a. Swear in new Board member
- b. Appoint or reappoint Chair and Vice Chair
H. Bilt nominated Gary Kuhl for Chairman, seconded by L. Dillon,
Vote 5-0
L. Dillon nominated Harvey Bilt for Vice Chair, seconded by D. Blanton,
Vote 5-0

4. APPROVAL OF MINUTES

- a. February 11th, 2014-approved.
March 5th, 2014-to be brought at April 8th meeting

5. NEW BUSINESS

- a. Cesar Castillo – 11931 NE 12th Ave- High grass/weeds and shrubberies:
Case #14-0016
-Motion by D. Blanton and seconded by H. Bilt, Vote count 5-0
Not in compliance, Fine of \$25, Admin Fee of \$35 and a daily fine of \$20 to commence March 12th, 2014
-Motion by H. Bilt and seconded by L. Dillon, Vote count 5-0
Re-inspection to be done once a month until compliant, \$25 charge for each re-inspection
- b. Janice Marie Huhta Bonzi – 811 NE 119th St – High grass/weeds and shrubberies: Case#14-0002
-Motion by D. Blanton and seconded by H. Bilt, Vote count 5-0
Not in compliance, Fine of \$50, Admin Fee of \$35 and a daily fine of \$15 to commence March 12th, 2014
-Motion by H. Bilt and seconded by L. Dillon, Vote count 5-0



The Village of Biscayne Park

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Re-inspection to be done once a month and charge \$25 for each re-inspection if in fact Public Works cannot cut the grass and the hedges

- c. Miguel Angel Maciel Blanco – 10910 Griffing Blvd – Brick wall built in front of house with no permit: Case#14-0009
-Motion by D. Blanton and seconded by L. Dillon, Vote count 5-0
Postpone case until next meeting April 8th, owner to provide document where he states representative.
- d. SFR 2012 1 Florida LLC – 12010 NE 12th Ct – High grass/weeds and shrubberies: Case#14-0017
-Motion by D. Blanton and seconded by L. Dillon, Vote count 5-0
Out of compliance for not paying Citation fee of \$25, Admin Fee of \$35, daily fees pending on the Attorney's interpretation, accruing a \$5 daily fine depending when the attorney validates motion

6. OLD BUSINESS:

- a. Vinograd-11619 NE 6TH Ave-Clear Visibility Triangle:
Hedges are blocking visibility. Case # 12-13-2110
-Motion by D. Blanton and seconded by M. Beltran, Vote count 5-0
Not to waive Administrative Fee or Citation Fee

7. FINE REDUCTION:

- a. Kristen Brown Garcia & H Bradley Kerschensteiner – 858 NE 12TH St –
Excess domestic trash: Invoice# 10-0189
-No reductions for services

8. ANNOUNCEMENTS / SCHEDULE OF NEXT MEETING

The next meeting of the Code Compliance Board is Tuesday, April 8th 2014, at 7:00PM.

9. ADJOURNMENT

Meeting adjourned at 8:00p.m.

Minutes approved on _____

By: _____
Gary Kuhl, Chair



The Village of Biscayne Park

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

Telephone: 305-899-8000 Facsimile: 305 891 7241

PLANNING & ZONING BOARD

Gage Hartung
Chairman

Andrew Olis
Vice Chairman

Carl Bickel
Elizabeth Hornbuckle
Doug Tannehill

Alternate
Mario Rumiano

MINUTES

PLANNING & ZONING BOARD MEETING

Ed Burke Recreation Center

11400 NE 9th Court – Biscayne Park, FL

Monday, March 17th, 2014 at 6:30pm

1. CALL TO ORDER

Meeting was called to order at 6:30pm

2. ROLL CALL

Gage Hartung- Chair-present
Andrew Olis- Vice Chair-present
Elizabeth Hornbuckle- Board Member- present
Doug Tannehill- Board Member-present
Carl Bickel- Board Member-present
Mario Rumiano- Alternate Board Member-absent
Staff Attendance- Wendy Hernandez, Finance Clerk; Candido Sosa-Cruz,
Assistant to Manager/Public Services Director

3. ADDITIONS, DELETIONS OR WITHDRAWALS TO ORDER OF BUSINESS

a. Appoint or Re-Appoint Chair and Vice Chair
A. Olis nominated Gage Hartung, seconded by E. Hornbuckle
Vote Count 5-0
E.Hornbuckle nominated Andrew Olis, seconded by D. Tannehill
Vote Count 5-0

4. APPROVAL OF MINUTES

March 3rd, 2014 - Approved

5. PAINT PERMITS

a. Narboni – 764 NE 111th St – Walls (American White)
Motion by E. Hornbuckle, seconded by D. Tannehill and approved 5-0
b. Peters – 750 NE 115th St – Walls (White Blush)
Motion by C. Bickel, seconded by D. Tannehill and approved 5-0

6. BUILDING PERMITS

a. Baloyba – 1012 NE 117th St – French Doors
Motion by C. Bickel, seconded by D. Tannehill and approved 5-0
b. Quintane & W Joan – 11525 Griffing Blvd – Wood Fence
Motion by D. Tannehill, seconded by A. Olis and approved 5-0
c. Jeripa Invest LLC – 741 NE 115th St – Retrofit (17) Impact Windows &
(2) Impact doors
Motion by A. Olis, seconded by C. Bickel and approved 5-0
d. Tannehill – 750 NE 112th St – Replace & add 6' Wood Fence + Double gate
In front
Motion by A. Olis, seconded by C. Bickel and approved 4-0 *



The Village of Biscayne Park

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

Telephone: 305-899-8000 Facsimile: 305 891 7241

- e. Halter – 11555 Griffing Blvd – New Tile Roof (Gray)
Motion by A. Olis, seconded by E. Hornbuckle and approved 5-0
- f. Ighodaro – 745 NE 117th St – Re-roof, New Flat Mineral Cap sheet (Sterling Silver)
Motion by A. Olis, seconded by D. Tannehill and approved 5-0
- g. Beltran – 11063 Griffing Blvd – One room addition
Motion by A. Olis, seconded by E. Hornbuckle and approved 4-0 **
- h. Wehen – 11930 Griffing Blvd – Re-roof tile to tile (White)
Motion by D. Tannehill, seconded by C. Bickel and approved 5-0
- i. Zieman – 527 NE 118th St – Roof
Motion by A. Olis, seconded by D. Tannehill and approved 4-0 **

* D. Tannehill recused himself – personal permit

** C. Bickel was not present – came in late

7. OLD BUSINESS

8. NEW BUSINESS

9. ANNOUNCEMENTS:

The next meetings of the Planning & Zoning Board are Monday, April 7th and Monday, April 21st, 2014.

10. ADJOURNMENT

The meeting was adjourned at 6:53pm

Minutes approved on _____

By: _____
Gage Hartung, Chair



Village of Biscayne Park Commission Agenda Report

Village Commission Meeting Date: April 1st, 2014

Subject: 2014 National Urban and Community
Forestry Grant Program

Prepared By: Candido Sosa-Cruz
Assistant to Manager, Public Services Dir.

Sponsored By: Staff

Background

One of the priorities of this administration is to seek and apply for grants that will benefit the Village and its residents. Following a successful trend of being awarded Forestry Grants in previous years, staff again took the opportunity to apply this year. Our goals for the requested funds in this grant application are as follow:

- Maintenance of the existing tree canopy.
- Rental of a lift machine to prune trees and remove coconuts.
- Utilize a professional certified arborist for staff certification, guidance and training to increase staff certification levels.
- Achieve TREE CITY USA for a fifth (5) consecutive year.

April 1, 2014

Commission Agenda Report

Resolution 2014-27

- Educate the community through committees and workshops to improve the tree canopy on private properties.

Fiscal/Budget Impact

Staff is requesting \$5,000 in matching grant funds for the 2014 National Urban and Community Forestry Grant Program. These funds would be appropriated in the 2014-2015 budget. The total amount of the grant is \$10,000 (\$5,000 matching grant).

Staff Recommendation

Approval of Resolution 2014-27.

Attachments

Resolution 2014-27

2014 National Urban and Community Forestry Grant Program application.

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3 **RESOLUTION NO. 2014-27**
4

5 **A RESOLUTION OF THE VILLAGE**
6 **COMMISSION OF THE VILLAGE OF**
7 **BISCAYNE PARK, FLORIDA, AUTHORIZING**
8 **THE VILLAGE MANAGER TO APPLY FOR**
9 **THE 2014 FLORIDA URBAN AND**
10 **COMMUNITY FORESTRY GRANT PROPOSAL**
11 **THROUGH THE DEPARTMENT OF**
12 **AGRICULTURE AND CONSUMER SERVICES;**
13 **PROVIDING FOR AN EFFECTIVE DATE**

14
15 WHEREAS, trees and the diverse tree canopy are an important part of the Village; and

16 WHEREAS, the Village of Biscayne Park desires to apply for the 2014 Florida Urban
17 and Community Forestry Grant which would provide funding for the continued maintenance
18 and care of our tree canopy; and

19 WHEREAS, once funding is approved from the grant, the Village of Biscayne Park will
20 execute a Maintenance Memorandum of Agreement between the Village of Biscayne Park and
21 the Florida Department of Agriculture and Consumer Services.

22
23 **NOW THEREFORE BE IT RESOLVED BY THE VILLAGE COMMISSION OF**
24 **THE VILLAGE OF BISCAYNE PARK, FLORIDA:**

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

27
28 **Section 2.** The Village Commission authorizes the Village Manager to apply for the
29 2014 Florida Urban and Community Forestry Grant which would provide funding for the
30 continued maintenance and care of our tree canopy. The grant application, in substantial form,
31 is attached and incorporated by reference into this resolution as exhibit 1.

32
33 **Section 3.** This Resolution shall become effective upon adoption.

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PASSED AND ADOPTED this ____ day of _____, 2014.

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

David Coviello, Mayor

Attest:

Maria C. Camara, Village Clerk

Approved as to form:

John J. Hearn, Village Attorney

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



ADAM H. PUTNAM
COMMISSIONER

Submit Bids to:
Florida Department of Agriculture and Consumer Services
407 South Calhoun Street - Mayo Building, Room SB-8
Tallahassee, FL 32399-0800

Telephone: (850) 617-7181

COPY

Page 1 of 66 Pages

BIDS NO. RFP/FFS-13/14-23

AGENCY MAILING DATE:

JANUARY 23, 2014

WILL BE OPENED MARCH 21, 2014 @ 2:00 P.M.
and may not be withdrawn within 90 days after such date and time

NOTICE OF INTENDED AWARD POSTING WILL BE ON OR ABOUT MAY 23, 2014

BID TITLE: 2014 NATIONAL URBAN AND COMMUNITY FORESTRY GRANT PROGRAM

VENDOR NAME VILLAGE OF BISCAYNE PARK	AUTHORIZED SIGNATURE (MANUAL)
VENDOR MAILING ADDRESS 640 NE 114TH STREET	HEIDI SHAFRAN
CITY - STATE - ZIP BISCAYNE PARK, FL 33161	AUTHORIZED SIGNATURE (TYPED) TITLE VILLAGE MANAGER
TELEPHONE: (305) 899-8000	

I certify that this Proposal is made without prior understanding, agreement, or connection with any corporation firm, or person submitting a proposal for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this Proposal and certify that I am authorized to sign this Proposal for the Proposer and that the Proposer is in compliance with all requirements of the Request for Proposal including but not limited to, certification requirements. In submitting a Proposal to an agency for the State of Florida, the Proposer offers and agrees that if the Proposal is accepted, the Proposer will convey, sell, assign or transfer to the State of Florida all rights, title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the State of Florida. At the State's discretion, such assignment shall be made and become effective at the time the purchasing agency tenders final payment to the Proposer.

GENERAL INSTRUCTIONS TO RESPONDENTS

- Definitions.** The definitions found in s. 60A-1.001, F.A.C. shall apply to this agreement. The following additional terms are also defined:

 - (a) "Buyer" means the entity that has released the solicitation. The "Buyer" may also be the "Customer" as defined in the PUR 1000 if that entity meets the definition of both terms.
 - (b) "Procurement Officer" means the Buyer's contracting personnel, as identified in the Introductory Materials.
 - (c) "Respondent" means the entity that submits materials to the Buyer in accordance with these Instructions.
 - (d) "Response" means the material submitted by the respondent in answering the solicitation.
 - (e) "Timeline" means the list of critical dates and actions included in the Introductory Materials.
- General Instructions.** Potential respondents to the solicitation are encouraged to carefully review all the materials contained herein and prepare responses accordingly.
- ~~3. Electronic Submission of Responses.~~ Respondents are required to submit responses electronically. For this purpose, all references herein to signatures, signing requirements, or other required acknowledgments hereby include electronic signature by means of clicking the "Submit Response" button (or other similar symbol or process) attached to or logically associated with the response created by the respondent within MyFloridaMarketPlace. The respondent agrees that the action of electronically submitting its response constitutes:

 - an electronic signature on the response, generally,
 - an electronic signature on any form or section specifically calling for a signature, and
 - an affirmative agreement to any statement contained in the solicitation that requires a definite confirmation or acknowledgement.
- Terms and Conditions.** All responses are subject to the terms of the following sections of this solicitation, which, in case of conflict, shall have the order of precedence listed:

 - Technical Specifications,
 - Special Conditions and instructions,
 - Instructions to Respondents (PUR 1001),
 - General Conditions (PUR 1000), and
 - Introductory Materials.

The Buyer objects to and shall not consider any additional terms or conditions submitted by a respondent, including any appearing in documents attached as part of a respondent's response. In submitting its response, a respondent agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, shall have no force or effect. Failure to comply with terms and conditions, including those specifying information that must be submitted with a response, shall be grounds for rejecting a response.
- ~~5. Questions.~~ Respondents shall address all questions regarding this solicitation to the Procurement Officer. Questions must be submitted via the Q&A Board within MyFloridaMarketPlace and must be RECEIVED NO LATER THAN the time and date reflected on the Timeline. Questions shall be answered in accordance with the Timeline. All questions submitted shall be published and answered in a manner that all respondents will be able to view. Respondents shall not contact any other employee of the Buyer or the State for information with respect to this solicitation. Each respondent is responsible for monitoring the MyFloridaMarketPlace site for new or changing information. The Buyer shall not be bound by any verbal information or by any written information that is not contained within the solicitation documents or formally noticed and issued by the Buyer's contracting personnel. Questions to the Procurement Officer or to any Buyer personnel shall not constitute formal protest of the specifications or of the solicitation, a process addressed in paragraph 19 of these Instructions.
- Conflict of Interest.** This solicitation is subject to chapter 112 of the Florida Statutes. Respondents shall disclose with their response the name of any officer, director, employee or other

ATTACHMENT B

STATE OF FLORIDA

FILE 00



ADAM H. PUTNAM
COMMISSIONER

FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES

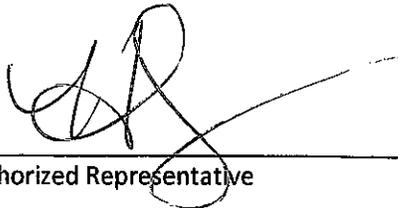
CONFLICT OF INTEREST STATEMENT

I, HEIDI SHAFRAN, as authorized

representative of VILLAGE OF BISCAYNE PARK

certify that neither member of this firm nor any person having interest in this firm has been awarded a contract by the Florida Department of Agriculture and Consumer Services on a non-competitive basis to:

- (1) develop this Invitation to Bid (ITB) or Request for Proposal (RFP);
- (2) perform a feasibility study concerning the scope of work contained in this ITB/RFP;
- (3) develop a program similar to what is contained in this ITB/RFP.



Authorized Representative

03/18/2014

Date

ATTACHMENT C

Florida Department of Agriculture and Consumer Services
Division of Administration



ADAM H. PUTNAM
COMMISSIONER

**CERTIFICATION REGARDING LOBBYING;
DEBARMENT, SUSPENSION AND OTHER
RESPONSIBILITY MATTERS
FOR EXPENDITURE OF FEDERAL FUNDS**

LOBBYING

As required by 7 CFR Part 3018, for persons entering into a contract, grant or cooperative agreement over \$100,000 involving the expenditure of Federal funds, the undersigned certifies for itself and its principals that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress, in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

HEIDI SHAFRAN, VILLAGE MANAGER
PRINTED NAME/TITLE OF REPRESENTATIVE

N/A

CONTRACT / PURCHASE ORDER NUMBER

SIGNATURE OF REPRESENTATIVE / DATE

[Handwritten Signature] 3/19/14

DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

As required by 7 CFR Part 3017, for persons entering into a contract, grant or cooperative agreement over \$25,000 involving the expenditure of Federal funds, the undersigned certifies for itself and its principals that:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a Government entity (Federal, State, or local) with commission of any offenses enumerated in paragraph (b) of this certification; and
- (d) Have not within a three-year period preceding this application had one or more public transaction (Federal, State, or local) terminated for cause or default; and

Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

HEIDI SHAFRAN, VILLAGE MANAGER
PRINTED NAME/TITLE OF REPRESENTATIVE

N/A

CONTRACT / PURCHASE ORDER NUMBER

SIGNATURE OF REPRESENTATIVE / DATE

[Handwritten Signature] 3/19/14

ATTACHMENT D

FLORIDA URBAN AND COMMUNITY FORESTRY GRANT PROPOSAL FORM 2014

GENERAL INSTRUCTIONS: Please complete all items pertaining to the Category Grant for which you are applying. The proposal packet must not exceed thirty (30) one sided pages, including attachments. All attachments must be 8 1/2" X 11", except any attached sketches, plans and maps, which must be no larger than 2' X 3' and folded into 8 1/2" X 11". Six (6) copies (one copy with original signatures and five copies) of the proposal packet including the proposal form, the project description and all attachments must be received no later than 2:00 p.m., March 21, 2014, at:

Florida Department of Agriculture and Consumer Services
Purchasing Office - U&CF - 2014 PROPOSAL
407 South Calhoun Street
Mayo Building - Room SB-8
Tallahassee, FL 32399-0800
Telephone (850) 617-7181

If you have any questions, please see ATTACHMENT O, DISTRICT/CENTER CONTACTS.

PROPOSER INFORMATION (Please Print or Type)

Project Title: BISCAYNE PARK TREE CANOPY CARE PROJECT

Proposer Name: VILLAGE OF BISCAYNE PARK

Name and Title of Contact Person: CANDIDO SOSA-CRUZ, ASSISTANT TO MANAGER

Address: 640 NE 114TH STREET, BISCAYNE PARK, FL

Zip: 33161 Phone: 305-899-8000

FEID Number 59-6000277 US Congressional District Number: 17

Is your organization a Non-profit corporation pursuant to Chapter 617, Florida Statutes?

Yes No X

If the applicant is a city or county government, does your urban forestry program have the following:

- Professional Staff, in-house or contracted. List qualifications such as ISA certification, forestry degree, -etc: PARKS & PARKWAY ADVISORY BOARD,
Citizen Tree Advisory Board or Tree Advocacy Group. Describe: ECOLOGY BOARD & RECREATION ADVISORY BOARD. INVENTORY 2008
Urban Tree Inventory or Management Plan, how current?
Tree Ordinance covering either public or private lands. Describe: NONE

As the duly authorized representative of the proposer named above, I hereby certify that all parts of the proposal and required grant information have been read and understood, and all information submitted herein is true and correct.

Authorized Executive Officer: HEIDI SHAFRAN

Title: VILLAGE/MANAGER

Signature: [Handwritten Signature] Date: 3.19.14

ATTACHMENT D (CONTINUED)
PROJECT DESCRIPTION

Florida Urban and Community Forestry Grant Proposal

Describe the local community and current urban forestry program, and role of applicant in that program if a non-profit group: The Village of Biscayne Park is a small 100% residential community of approximately 3,133 residents, incorporated in 1933 with a well-established tree canopy in the majority of the Village. The Village has a Parks & Parkway Advisory Board to oversee the tree planting and maintenance programs, as well as an Ecology Board consisting of citizen volunteers. The Village is a bird sanctuary and proud of our TREE CITY USA designation. Due to decreased home values since 2009, the Village's annual budget was reduced by approximately \$500,000.

Previous U&CF Grants received by the applicant. When were they implemented and what did they accomplish? The Village of Biscayne has successfully closed out five grants (RFPs 05H-177, 06H-02, 06/07-72, 08/09-66, and 11/12-24) through the Urban Forestry Program. These grants enabled us to obtain software to establish and maintain a tree inventory, develop a management plan, provide staff education, and restore many of the trees lost during the 2005 hurricane season. With our most recent grant (11/12-24) we were able to trim 30% of our tree canopy, and plant new trees in key area around the Village.

Describe the goals and objectives of this project: 1. Maintenance of the existing tree canopy through the rental of a tree pruning lift and the appropriate training in its use. 2. Utilize a professional Certified Arborist for staff certification, guidance and training to increase staff certification levels. Classes will also be offered to staff in neighboring municipalities. 3. Establish and initiate an Urban Forestry Master Plan through the guidance of a Certified Arborist. 4. Provide much needed shade trees to the Recreation Center as advised by the Master Park Plan. 5. Achieve TREE CITY USA status for a fifth straight year. 6. Educate the residents of the community through committees and workshops to improve the tree canopy on private properties.

Describe how this project will help to develop and improve this program in the long-term: Training is the beginning of a long-term certification and training effort that will continue into the future, including credentialing and continuing education as required for ISA certification. In addition, this grant is the beginning of a commitment to ensure our municipal staff not only has adequate skills and equipment but equally the knowledge to adhere to county and state environmental laws. In 2013, all Public Works, Parks & Recreation, and Code Compliance employees received a specialized tree pruning, planting, and identification of hazardous tree training by a Certified Arborist and Horticulturist from the Department of Forestry, University of Florida, and Miami-Dade County.

Describe why these funds are needed to complete this project: To date sufficient funds have not been available for this project. The Village has continued to face the challenges of diminished property values, further limiting our economic resources. This grant allows the Village to continue to maintain our tree canopy and provided much needed education and training to our employees and residents.

For a tree planting: Describe what species are being planted and why. How will they be installed and maintained (be brief and concise, but complete)? N/A

What environmental or educational value will the community derive from this project?

The Village of Biscayne Park's newsletter, sent to all residents, will document for the community the importance of continued tree pruning and trimming in the Village. Additionally, the community will be notified through email and website. The Village has added four (4) additional trash and yard debris pick-ups on Saturday afternoons throughout the year (quarterly) to encourage residents to correctly prune their tree canopy. An Ecology and Parks & Parkway Advisory Board member will also attend each training session to publicly promote and make the community aware of the long-term forestry goals and the role that the Florida Department of Agriculture and Consumer Services has in assisting our Village.

What steps have been taken to carry out this project in a cost effectiveness manner?

We have compared both the purchasing and renting of a boom lift for our tree trimming and pruning needs. After analyzing the Village's situation we have determined that currently we would be better suited to rent a lift for our trimming and pruning needs. In addition we have contacted various providers to ensure we receive the best rental rate.

How will this project increase citizen involvement and support for the Community's Urban Forestry program in the long term? What evidence of community support for this project can be produced?

During the budget process for fiscal year 2013-2014 we discussed opportunities to encourage residents to trim and prune their trees. The Village Manager and Commission as well as the Ecology & Parks and Parkway Boards recommended the additional four Saturday afternoon trash pickups (in addition to the regular weekly trash/yard debris pick-ups) in the belief that they would greatly afford residents the opportunity to trim/prune their trees. Four Saturday afternoon free of charge pickups have been established in December, April, June, and September.

How will this project be publicized in the local community? It will be publicized through the Village's website, newsletters, and YouTube, through mention and promotion at the regular monthly commission meetings which are televised over the local cable network; and through emails to interested persons who have provided their contact information by attending commission and board meetings. Additionally, the Miami Herald newspaper has a Neighbors section that covers events that take place in the Village. Information will be disseminated at our Arbor Day and Earth Day events. Appropriate signage will be included in our demonstrations project recognizing the Department of Agriculture and the Consumer Services.

Tree City or Tree Campus USA certification and growth award, last year current?

2013 Tree City Award winner.

Will a Certified Arborist(s) or a graduate forester from an accredited four year Bachelor of Science in Forestry program oversee this project? If not, who will provide oversight and what are their credentials? Yes, by contract terms. Our tree installation contractor will be required to have a certified Arborist overseeing the project.

What new partnerships will the project create or encourage? Partnerships with an emphasis on continued staff training through Department of Agriculture and Consumer Services will continue to be encouraged to ensure our Public Works employees receive as much training as possible. In addition, partnerships with both residents and the local volunteer board are essential in ensuring residents are kept informed of training opportunities as well as encourage residents to trim and prune their own trees. In 2013, through a continued partnership with the Department of Agriculture and Consumer Services, all our Public Works & Parks & Recreation employees received key training in tree planting and tree maintenance. These partnerships will continue to be encouraged by the Village.

ATTACHMENT E

BUDGET

Activity: LOCAL GOVERNMENT PROGRAM DEVELOPMENT AND IMPROVEMENT

Specific Description: PROFESSIONAL TREE TRIMMING/PRUNING SERVICES AND TRAINING

SUMMARY OF COSTS

(A 50/50 match on behalf of the proposer is required.)

	REQUESTED GRANT \$	LOCAL MATCH \$
	I	II
Contractual costs	\$4,500	\$4,500
Personnel costs		
Travel costs		
Equipment costs	\$500	\$500
Supplies costs		
Operating costs		
Tree costs		
Overhead costs		
Total Requested Grant (I)	\$5,000	\$5,000
Total Matching Costs (II)		
Total Program Costs (III)	\$10,000	

Add columns I and II for total III (100%)

50 % Grant request 50 % Local match

A BUDGET, DETAILING ALL COSTS IDENTIFIED ABOVE MUST BE ATTACHED.

PROJECT LOCATION INFORMATION (Please print or type - complete where applicable)

County: MIAMI-DADE

Describe the specific location of the project: VILLAGE OF BISCAYNE PARK

Who has responsibility for overseeing project implementation (name and title)? CANDIDO SOSA-CRUZ, PUBLIC SERVICES DIRECTOR/ASST. TO MANAGER

Who has maintenance responsibility for the project after completion? PUBLIC WORKS DEPARTMENT

Is the land ownership public or private? PUBLIC

Name of Landowner: VILLAGE OF BISCAYNE PARK

Project Title: BISCAYNE PARK TREE CANOPY PROJECT

Applicant Name: HEIDI SHAFRAN, VILLAGE MANAGER

Email Address: VILLAGEMANAGER@BISCAYNEPARKFL.GOV

**ATTACHMENT E (CONTINUED)
BUDGET**

Please note: All proposals must include a detailed itemized budget summary, which lists all anticipated expenditures and explains all project costs. Proposals for site specific demonstration tree planting projects must list the quantity, species and approximate size (container size or caliper and height) of trees to be planted.

IMPORTANT: THIS FORM MUST BE USED. PROPOSERS NOT USING THIS FORM WILL BE RULED INELIGIBLE.

COST ITEMS	QUANTITY	RATE OR PRICE	GRANT COST	MATCH COST
<u>Contractual</u> (Description) TREE PRUNING CO. ARBORIST	1 1	\$8,000 \$1,000	\$4,000 \$500	\$4,000 \$500
<u>Personnel</u> (List Titles or Positions)				
<u>Travel</u>				

COST ITEMS	QUANTITY	RATE OR PRICE	GRANT COST	MATCH COST
<u>Equipment</u> (List Items) BOOM LIFT RENTAL (TO TRIM TREES)	1	\$1,000	\$500	\$500
<u>Supplies</u> (List Items)				

COST ITEMS	QUANTITY	RATE OR PRICE	GRANT COST	MATCH COST
<u>Operating Costs</u> (List)				
<u>Trees</u> (List Species <u>and</u> Size)				
Total		\$10,000	\$4,500	\$4,500

* Grant dollars may not be used to purchase food as supplies.



The Village of Biscayne Park

640 NE 114th St., Biscayne Park, FL 33161
Telephone: 305-899-8000 Facsimile: 305 891 7241

Mayor

David J. Coviello

Commissioners

Bob Anderson
Fred Jonas
Roxanna Ross
Barbara Watts

Heidi Shafran
Village Manager

John J. Hearn
Village Attorney

Maria C. Camara
Village Clerk

March 18, 2014

Florida Department of Agriculture & Consumer Services
407 South Calhoun Street
Mayo Building, Room SB-8
Tallahassee, FL 32399

RE: 2014 National Urban and Community Forestry Grant Program

At the March 4th, 2014, regular Commission meeting of the Village of Biscayne Park, Village Manager Heidi Shafran provided the Commission with a report that the Village would be submitting a grant request for the 2014 National Urban and Community Forestry Grant Program.

Consensus from the Commission was given to Manager Shafran to proceed.

At the April 1st 2014, regular Commission meeting, Manager Shafran will present to the Commission the official resolution for approval and signatures (see next page for a copy of Resolution 2014-27).

Sincerely,

Heidi Shafran
Village Manager

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3 **RESOLUTION NO. 2014-27**
4

5 A RESOLUTION OF THE VILLAGE
6 COMMISSION OF THE VILLAGE OF
7 BISCAYNE PARK, FLORIDA, AUTHORIZING
8 THE VILLAGE MANAGER TO APPLY FOR
9 THE 2014 FLORIDA URBAN AND
10 COMMUNITY FORESTRY GRANT PROPOSAL
11 THROUGH THE DEPARTMENT OF
12 AGRICULTURE AND CONSUMER SERVICES;
13 PROVIDING FOR AN EFFECTIVE DATE

14
15 WHEREAS, trees and the diverse tree canopy are an important part of the Village; and

16 WHEREAS, the Village of Biscayne Park desires to apply for the 2014 Florida Urban
17 and Community Forestry Grant which would provide funding for the continued maintenance
18 and care of our tree canopy; and

19 WHEREAS, once funding is approved from the grant, the Village of Biscayne Park will
20 execute a Maintenance Memorandum of Agreement between the Village of Biscayne Park and
21 the Florida Department of Agriculture and Consumer Services.

22
23 **NOW THEREFORE BE IT RESOLVED BY THE VILLAGE COMMISSISON OF**
24 **THE VILLAGE OF BISCAYNE PARK, FLORIDA:**

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

27
28 **Section 2.** The Village Commission authorizes the Village Manager to apply for the
29 2014 Florida Urban and Community Forestry Grant which would provide funding for the
30 continued maintenance and care of our tree canopy. The grant application, in substantial form,
31 is attached and incorporated by reference into this resolution as exhibit 1.

32
33 **Section 3.** This Resolution shall become effective upon adoption.

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PASSED AND ADOPTED this ____ day of _____, 2014.

**The foregoing resolution 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

Existing Accounts for Tax ID Selected

The Tax ID that you entered is already registered with MyFloridaMarketPlace. Below is a list of registrations for this Tax ID.

If you have previously registered with MyFloridaMarketPlace and have forgotten your login, please click on the 'Reset Password' button. You will be taken to the Forgot Password screen where you may request the system to send you your username and allow you to reset your password. If you would like to request an existing account to be deactivated, please contact the MyFloridaMarketPlace help desk at 866-FLA-EPRO (866-352-3776).

If this is a new registration, please click on the 'Create New Registration' Button.

Vendor Registration(s) With Tax ID

<u>Vendor Name</u>	<u>Main Contact</u>	<u>Main Contact Email</u>	<u>Date Registered</u>
Village of Biscayne Park	Charles Smith	financedirector@biscayneparkfl.gov	Mar 15, 2012

[Reset Password](#)

[Cancel](#)

[Create New Registration](#)



The Village of Biscayne Park

640 NE 114th St., Biscayne Park, FL 33161
Telephone: 305-899-8000 Facsimile: 305 891 7241

Mavor

David J. Coviello

Commissioners

Bob Anderson
Fred Jonas
Roxanna Ross
Barbara Watts

Heidi Shafran
Village Manager

John J. Hearn
Village Attorney

Maria C. Camara
Village Clerk

March 18, 2014

Florida Department of Agriculture & Consumer Services
407 South Calhoun Street
Mayo Building, Room SB-8
Tallahassee, FL 32399

RE: 2014 National Urban and Community Forestry Grant Program

I am extremely proud to have been elected co-chair of the Ecology Board. As a resident of the Village of Biscayne Park I have seen the renaissance of our Village and the continued efforts to enhance our tree canopy and increase our canopy through grants (forestry grant), volunteer efforts (fundraising), and advocacy for education and the protection of one of our most special resources, our trees! Becoming TREE CITY USA has been such a sense of pride for our community as well as the many volunteer projects geared towards the planting of native plants.

I have seen the numerous tree planting projects Village wide and I along with our Ecology Board are working on the bio diversity of our trees and efforts to educate our community and provide opportunities for the purchase of native trees by our residents to continue to beautify our community. I will work with the Village to spread the word on our partnerships with the Department of Forestry and ensure we protect the allocated dollars for continued endeavors that enhance the tree canopy in our Village and state wide.

We are grateful for the support of the Urban Forestry Grants Program as our small Village could not do what we have been doing without your funding and your overall support that has provided our Village with education, beautiful trees, and the opportunity to maintain our canopy by pruning and trimming. These pruning projects have also protected our canopy during hurricanes and even strong winds, and I urge you to please continue to fund our efforts.

Sincerely yours,

Richie Strassberg
Vice Chairman, Ecology Board
Village of Biscayne Park



The Village of Biscayne Park

640 NE 114th St., Biscayne Park, FL 33161
Telephone: 305-899-8000 Facsimile: 305 891 7241

Mayor

David J. Coviello

Commissioners

Bob Anderson
Fred Jonas
Roxanna Ross
Barbara Watts

Heidi Shafran
Village Manager

John J. Hearn
Village Attorney

Maria C. Camara
Village Clerk

March 18, 2014

Florida Department of Agriculture & Consumer Services
407 South Calhoun Street
Mayo Building, Room SB-8
Tallahassee, FL 32399

RE: 2014 National Urban and Community Forestry Grant Program

I have had the honor to serve on the Parks and Parkway Advisory Board and just recently was re-selected as the chairman of the Recreation Advisory Board for the Village of Biscayne Park. I am writing you this letter as a resident, board chair, and an advocate for the maintenance of trees. I am a journalist and a professional exterminator who understands preventive measures and proper communication and education. I am thankful for all that the Village of Biscayne Park has afforded me and the opportunity to volunteer on a board and to assist the Village especially on such an important endeavor to garner support through this grant from the National Urban and Community Forestry Grant.

Our Village has faced and continues to face major budgetary challenges, yet we are hardworking, committed and dedicated through efforts of advocacy, volunteerism and the perseverance that it takes to move forward and do all that we can for the sake of our community. I urge you to support our efforts to continue to maintain our canopy and seek the professionals that can assist us on this critical mission to protect our environment.

I work closely with the Village Manager, elected officials, staff and recreation advisory board, and together with the support of the Forestry Department we will continue to enhance the Village of Biscayne Park, a Tree City USA and officially designated Bird Sanctuary.

Sincerely yours,

Dan Samaria
Chairman, Parks and Parkway Advisory Board
Village of Biscayne Park



The Village of Biscayne Park

640 NE 114th St., Biscayne Park, FL 33161
Telephone: 305-899-8000 Facsimile: 305 891 7241

Mavor

David J. Coviello

Commissioners

Bob Anderson
Fred Jonas
Roxanna Ross
Barbara Watts

Heidi Shafran
Village Manager

John J. Hearn
Village Attorney

Maria C. Camara
Village Clerk

March 18, 2014

Florida Department of Agriculture & Consumer Services
407 South Calhoun Street
Mayo Building, Room SB-8
Tallahassee, FL 32399

RE: 2014 National Urban and Community Forestry Grant Program

As the Chairman of the Parks & Parkway Advisory Board and former Commissioner for the Village of Biscayne Park, I continue to support the efforts of the Village to enhance our tree canopy through grant writing efforts that build partnerships that provide funding and education to our staff and by continuing to support volunteer efforts that have been so valuable to our community.

Because I have seen and continue to see such efforts on the part of the Village, I continue to take a lead role as a volunteer and an advocate for the best maintenance our tree canopy can receive. Additionally, my efforts leading this Board have also been to assist the Village with training of staff, as well as acquiring trees and leading landscaping projects.

I ask that you support our efforts with this grant as we strive for enhanced tree maintenance and education for our staff.

Sincerely yours,

Dan Keys
Chairman, Parks & Parkway Advisory Board
Village of Biscayne Park

Please print this page for your records.

Print

Registration Summary

General Vendor Information

Vendor Name: Village of Biscayne Park
Short Name (Does Business As):
Ariba Network ID:
Dun and Bradstreet Number:
Web Site:
Federal Tax ID Number: F596000277
Name that appears on 1099 Form: Village of Biscayne Park
W9 Status: Valid W-9 on File
DFS W9 Last Update Date: Mar 15, 2012
Business Designation: Government Entity - City

Contacts

<u>Name</u>	<u>Title</u>	<u>Phone</u>	<u>Fax</u>	<u>Email</u>
Candido Sosa-Cruz	Asst to Manager	305-899-8000	305-891-7241	csosacruz@biscayneparkfl.gov

Locations

<u>Village of Biscayne Park</u>		<u>Sequence 002</u>
P.O. Info:	Remit To:	Billing Contact:
Orders:EMAIL	Fax:	Email:
Email:csosacruz@biscayneparkfl.gov	Contact:Candido Sosa-Cruz	Fax:
Fax:		Contact:Candido Sosa-Cruz
Contact:Candido Sosa-Cruz		
640 NE 114 Street	640 NE 114 Street	640 NE 114 Street
Biscayne Park, FL 33141	Biscayne Park, FL 33141	Biscayne Park, FL 33141
Miami-Dade	Miami-Dade	Miami-Dade
US	US	US

Certified Business Enterprise Info (CBE)

Minority Business Designation: Non-Minority
Woman Owned Designation: Non-Woman-Owned
SDVBE Owned Designation: Non-SDVBE

ATTACHMENT P



Florida Department of Agriculture and Consumer Services
Bureau of General Services

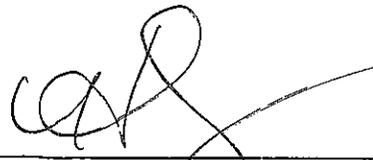
DRUG-FREE WORKPLACE PROGRAM – BIDDER CERTIFICATION

ADAM H. PUTNAM
COMMISSIONER

IDENTICAL TIE BIDS - Preference shall be given to businesses with drug- free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.



VENDOR'S SIGNATURE



Village of Biscayne Park Commission Agenda Report

Village Commission Meeting Date: April 1, 2014

Subject: Resolution 2014-28

Prepared By: Chief Ray Atesiano

Sponsored By: Staff

Background

The Village of Biscayne Park Police Department looks to enter into an agreement with the Department of Homeland Security's branches of Immigration and Customs Enforcement and the Enforcement and Removal Operations. This agreement will allow our officers the ability to use the firearms range at no charge to the department as well as supply officers with ammunition while attending the range. This agreement will also provide us with support in Tactical Law Enforcement Assistance as outlined in the agreement. Also the listed departments have stated that we may qualify for an equipment sharing/donating process to the Village, which we will be looking into.

Fiscal/Budget Impact

No expenditure. Saving of range fees for training.

Staff Recommendation

Approval of Resolution 2014-28

April 1, 2014

Commission Agenda Report

Resolution 2014-28

Attachments

Resolution 2014-28

Memorandum of Agreement between Department of Homeland Security, Immigration and Customs Enforcement, Enforcement and Removal Operations and the Office of Field Operations, Biscayne Park Police Department

1 PASSED AND ADOPTED this _____ day of _____, 2014.

2

3

4

5

6

7

8 _____
David Coviello, Mayor

9

10 Attest:

11

12

13

14 _____
Maria C. Camara, Village Clerk

15

16

17 Approved as to form:

18

19

20

21

22 _____
John J. Hearn, Village Attorney

23

24

25

26

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

Mayor Coviello: ____

Vice Mayor Watts: ____

Commissioner Anderson: ____

Commissioner Jonas: ____

Commissioner Ross: ____

MEMORANDUM OF AGREEMENT

between

Department of Homeland Security, Immigration and Customs Enforcement, Enforcement and Removal Operations and the Office of Field Operations, Biscayne Park Police Department, Miami, Florida

regarding

Utilization of Firearms Range at Krome Service Processing Center, Miami, Florida, Utilization of Biscayne Park Police Department Canine Units, Tactical Law Enforcement Assistance, Joint Enforcement Operations, Assistance with Escapees and Fugitives, Assistance with Dignitary Protection Details and Motorcades, and Facility Evacuation Assistance as well as special events, identified by ERO.

1. **PARTIES.** The parties to this Memorandum of Agreement (the "Agreement") are the Immigration and Customs Enforcement (ICE), Enforcement and Removal Operations (ERO) and the Office of Field Operations, Biscayne Park Police Department (BPPD).
2. **AUTHORITY.** The Agreement is authorized under the provisions of the Homeland Security Act of 2002, codified in Title 6, U.S. Code.
3. **PURPOSE.** The purpose of this Agreement is to set forth terms by which the Biscayne Park Police Department will provide ICE/ERO with assistance in law enforcement activities, tactical law enforcement assistance, canine searches, joint law enforcement training, joint law enforcement operations, including but not limited to, assistance with escapee and fugitive recovery, assistance with dignitary protection details and motorcades, and assistance with facility evacuation and special events. Additionally, and independently of BPPD's responsibilities, ICE/ERO will provide BPPD access to and the use of the Firearms Range (the "Range") located at the Krome Service Processing Center, 18201 Southwest 12th Street Miami, Florida 33194 ("Krome SPC) at a no cost basis.

4. RESPONSIBILITIES.

a. ICE/ERO

- i. At a no cost basis, ICE/ERO will provide the BPPD access to, and use of the Range to conduct firearms and tactical training. This includes the use of the classroom located at the Range.
- ii. ICE/ERO shall grant BPPD access to the Range, including other related facilities and available parking areas on the scheduled training day.
- iii. BPPD usage of the Range is to be scheduled in advance and approved by the ICE/ERO Senior Firearms Instructor or his designee to prevent scheduling conflict between agencies.

b. BPPD

- i. BPPD will provide ICE/ERO with assistance in law enforcement activities, tactical law enforcement assistance, canine searches, joint law enforcement training, joint law enforcement operations, including but not limited to, assistance with escapee and fugitive recovery, assistance with dignitary protection details and motorcades, and assistance with facility evacuation as well as special events.
- ii. BPPD will maintain the Range in a clean and useable condition and will be responsible for all necessary clean up of the Range after each use by BPPD.
- iii. BPPD agrees to abide by any and all applicable administrative and operational safety rules and regulations established by ICE/ERO with regard to the use of the Range by BPPD.
- iv. In the event of any incident, injury, or medical emergency, while BPPD is using the Range, the ICE/ERO Senior Firearms Instructor

or his designee will be immediately notified. A written report of the incident, injury, or medical emergency will be provided by the ICE/ERO Senior Firearms Instructor to the Assistant Field Office Director, Special Operations Division and the Miami Field Office Director (FOD), through official channels, as soon as practicable.

c. Reporting and Documentation

Unless otherwise indicated in this Agreement, neither the BPPD nor ICE/ERO is required to submit documentation, status or progress reports or to provide follow-up documentation or reports in connection with this Agreement, except if an arrest is made during a joint operation by ICE/ERO and the BPPD.

5. POINTS OF CONTACT. The points of contact for this Agreement are:

For ICE/ERO: Ramon Bado
Assistant Field Office Director
Department of Homeland Security
Immigration and Customs Enforcement
Enforcement and Removal Operations
Special Operations
865 SW 78 Ave., Suite 101
Plantation, Florida 33324
Ph: 954-236-4941
Cell: 202-359-3789

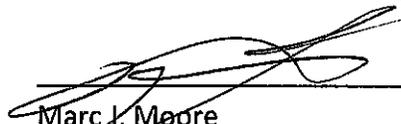
For BPPD: Mr. Ray Atesiano
Chief of Police
City of Biscayne Park Police Department
Office of the Chief of Police
640 NE 114th St.
Biscayne Park, FL 33161
Ph: 305-663-6301
Fax: 305-663-6353

6. **OTHER PROVISIONS.** Nothing in this Agreement is intended to conflict with current law, ordinance or regulation, or the policies and directives of the BPPD or ICE/ERO. If a term of this Agreement is inconsistent with or contrary to such law, ordinance or regulation, then that term is invalid, but the remaining terms and conditions of this Agreement shall remain in full force and effect.
7. **LIABILITY.** Each party agrees that it will be responsible for its own acts and any liability arising from the acts of its own employees acting within the scope of their employment. The liability of ICE for the acts of its employees acting within the scope of their employment shall be governed by the Federal Tort Claims Act, 18 U.S.C. §§2671-2680. This paragraph is not intended and shall not be construed as a waiver of any immunity available to the United States or ICE.
8. **EFFECTIVE DATE AND TERMINATION.** The terms of this Agreement will become effective upon signature of both parties and will continue on an ongoing basis with a biennial review by ICE/ERO. The next ICE/ERO review is scheduled for December in 2015. Either party may terminate this Agreement upon 30 days written notice to the other party.
9. **MODIFICATION.** This Agreement may be modified upon the mutual written consent of the named parties herein.

10. **APPROVAL.**

For U.S. Immigration and Customs Enforcement
Enforcement and Removal Operations

Date: 12/5/13



Marc J. Moore
Field Office Director, Enforcement and Removal Operations
Miami, Florida

For The City of Biscayne Park
Biscayne Park Police Department
Miami, Florida

Date: _____

Ray Atesiano
Chief of Police
Biscayne Park Police Department



Village of Biscayne Park Commission Agenda Report

Village Commission Meeting Date: April 1, 2014

Subject: Resolution 2014-29 Authorizing the services of David T. Caserta Government Relations for lobbying services during the 2014 Legislative Session.

Prepared By: Heidi Shafran, AICP, Village Manager

Sponsored By: Staff

BACKGROUND

During the month of February the Village Manager, Mayor Coviello and Commissioner Ross traveled to Tallahassee to meet with key legislators to advocate for funding for a storm water master plan and implementation and the rehabilitation of the log cabin and the construction of a public safety and administration annex.

At the March Village Commission meeting, the Commission authorized staff to immediately engage with a Tallahassee lobbyist to represent our in-process requests this current legislative session. The Village Manger spoke to four recommended lobbyist, including Bob Levy, Dale Milita, Law Office of Ron Book, and former Village Lobbyist David Caserta.

Fiscal Impact

Upon review of the current budget and expenditures funds are available through the Planning and Lobbyist line items of the FY 2013-14 budget.

Staff Recommendation

Staff recommends approval of Resolution 2014-29

Attachments

Resolution 2014-29
Correspondence between Village Manager and David Caserta

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2
3 **RESOLUTION NO. 2014-29**
4

5 **A RESOLUTION OF THE VILLAGE COMMISSION**
6 **OF THE VILLAGE OF BISCAYNE PARK, FLORIDA;**
7 **AUTHORIZING THE VILLAGE MANAGER TO**
8 **UTILIZE THE SERVICES OF DAVID T. CASERTA**
9 **GOVERNMENT RELATIONS, INC. AS THE**
10 **LOBBYING FIRM FOR THE VILLAGE OF BISCAYNE**
11 **PARK; PROVIDING FOR AN EFFECTIVE DATE.**
12

13
14 WHEREAS, the utilization of a lobbying firm is crucial to ensure that a municipality is
15 well represented at the State and local level on issues ranging from appropriations to programs
16 and services to competitive grants; and,
17

18 WHEREAS, it requires much time, energy and resources to effectively represent the
19 Village, and a consistent and persistent presence in Tallahassee is needed; and,
20

21 WHEREAS, in addition to policy issues that may impact the Village, there must be a
22 focus on funding issues related to the Village, primarily for Village Hall renovations and a
23 Public Safety and Administration Annex, as well as a Stormwater master plan; and,
24

25 WHEREAS, for 14 years, the Village has enjoyed a successful relationship with the
26 lobbying firm of David T. Caserta Government Relations, Inc., by keeping the issues of the
27 Village in front of the decision makers and educating legislators on the benefits of supporting
28 projects that are critical to the Village and its residents; and,
29

30 WHEREAS, efforts have already taken place by David T. Caserta Government
31 Relations, Inc., to place these projects in a position to be considered during the appropriations
32 discussions by key legislators; and,
33

34 WHEREAS, the Village Commission of the Village of Biscayne Park finds it to be in
35 the best interests of the residents of the Village to have David T. Caserta Government
36 Relations, Inc., continue their efforts on behalf of the Village during the 2014 legislative
37 session.
38

39
40 **NOW THEREFORE BE IT RESOLVED BY THE VILLAGE COMMISSION OF**
41 **THE VILLAGE OF BISCAYNE PARK, FLORIDA:**
42

43
44 **Section 1.** The foregoing "Whereas" clauses are hereby ratified and confirmed as
45 being true and correct and hereby made a specific part of this Resolution upon adoption hereof.
46

47 **Section 2.** The Village Commission of the Village of Biscayne Park hereby
48 authorizes the Village Manager to utilize the services of the lobbying firm of David T. Caserta
49 Government Relations, Inc., during the 2014 legislative session at the cost of two thousand five

1 hundred dollars (\$2,500.00) for the month of March, two thousand five hundred dollars
2 (\$2,500.00) for the month of April, and two thousand five hundred dollars (\$2,500.00) for the
3 month of May.

4
5 **Section 3.** This Resolution shall become effective upon adoption.
6

7
8 PASSED AND ADOPTED this ___ day of _____, 2014
9

10 **The foregoing resolution upon being put**
11 **to a vote, the vote was as follows:**

12
13 _____
14 David Coviello, Mayor

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

15
16
17
18 Attest:

19
20
21 _____
22 Maria C. Camara, Village Clerk

23
24 Approved as to form:

25
26
27
28 _____
29 John J. Hearn, Village Attorney
30

From: flagovernment@aol.com [<mailto:flagovernment@aol.com>]

Sent: Thursday, March 06, 2014 12:05 PM

To: villagemanager@biscayneparkfl.gov

Subject: Re: Tallahassee

Heidi

Based on our conversation and pursuant to your request, the following is our proposal to continue to provide government relations consulting in Tallahassee on behalf of Biscayne Park.

I would first like to thank the Mayor and counsel for the confidence in continuing to allow our firm to represent the Village in Tallahassee. We have enjoyed a successful relationship for over 14 years. As you are aware, it is our job to keep the issues of the Village in front of the decision makers and staff on a daily basis. It is our responsibility to educate legislators on the benefits of supporting projects that are critical to the Village and its residents.

As you have witnessed first hand, it is not an easy process to work in. It requires a lot of time, energy and resources to effectively represent the Village. I have always said, like all other municipalities, to be effective you need to have consistent and persistent presence in Tallahassee. Based on recent conversations with you, in addition to policy issues that may impact the Village, we will be required to focus on funding issues related to the Village phase two storm water project and Village Hall funding. Please note that we have already taken steps to place these projects in position to be considered during the appropriations discussions.

Considering the commitment and past relationship with the Village and the current needs of the council, I think it would be extremely reasonable to request the following budget for the 2014 legislative session: \$2,500 for March, \$2,500 for April and \$2,500 for May. We will not charge expenses to the Village for the three months of session. Thereafter, we will enter into negotiations to consider a yearly agreement for services, which will include representation at the County level as it relates to the Village Annexation issue.

It has always been a pleasure to represent the Village and hope that we may continue to do so. Please do not hesitate to contact me if you have any questions.

David Caserta

David T. Caserta Government Relations, Inc.
7855 N.W. 12th Street #218
Doral, Florida 33126

305-463-8808 Off
305-401-3006 Cell
800-579-0383 Fax

flagovernment@aol.com

-----Original Message-----

From: Heidi Shafran <villagemanager@biscayneparkfl.gov>

To: flagovernment <flagovernment@aol.com>

Sent: Wed, Mar 5, 2014 9:27 am

Subject: Tallahassee

Hi David,

At last night's Village Commission meeting, I was authorized by the Commission to immediately engage with a Tallahassee lobbyist to represent our in-process requests this session. As you know, in early February Mayor David Coviello, Commissioner Rox Ross and myself met with key members of the House and Senate in Tallahassee to advocate for the Village.

If you are willing to consider representative of the Village, I would like the opportunity to speak to you further. If you are interested, please get back to me at your earliest convenience.

Thank you,
Heidi

*Heidi Shafran, AICP
Village Manager*

Transparency, Integrity & Professionalism

*Village Hall
640 NE 114th Street
Biscayne Park, FL 33161
305 899 8000 – Phone
305 891 7241 – Fax
villagemanager@biscayneparkfl.gov
www.biscayneparkfl.gov*

“My mission in life is not merely to survive, but to thrive; and to do so with some passion, some compassion, some humor, and some style” — Maya Angelou

Please print only if necessary.

The Village of Biscayne Park is a public entity subject to Chapter 119 of the Florida Statutes concerning public records. E-mail messages are covered under such laws and thus subject to disclosure. All e-mail sent and received is captured by our servers and kept as a public record.



Village of Biscayne Park Commission Agenda Report

Village Commission Meeting Date: April 1st, 2014

Subject: Purchase of two new police vehicles

Prepared By: Candido Sosa-Cruz
Assistant to Manager, Public Services Dir.

Sponsored By: Staff

Background

The Village of Biscayne Park Police Department's mission is to protect life and property, prevent crime and reduce the fear of crime in the Village. In order to achieve this mission the Police Department and its Officers must be adequately equipped for mission success. In the current FY 2013-2014, the Commission approved the lease purchase of two (2) new police vehicles. Due to high maintenance costs and high mileage of the current police fleet of vehicles, the Police Department is in critical need of replacing two police vehicles.

Fiscal/Budget Impact

The Commission approved in FY 2013-2014, the lease purchase of two (2) new police vehicles at an estimated annual cost of \$11,836. The annual cost of two 2014 Ford Interceptor AWD Sedan police vehicles is approximately \$11,754. The actual cost for the remainder of FY 2013-14 is \$4,897.25.

April 1, 2014

Commission Agenda Report

Resolution 2014-30

Staff Recommendation

Approve of Resolution 2014-30

Attachments

Resolution 2014-30

Financial Sheet from Mears Motor Leasing

Vehicle details/information

1
2
3 **RESOLUTION NO. 2014-30**
4

5 **A RESOLUTION OF THE VILLAGE**
6 **COMMISSION OF THE VILLAGE OF BISCAYNE**
7 **PARK, FLORIDA, AUTHORIZING THE VILLAGE**
8 **MANAGER TO EXECUTE THE LEASE**
9 **AGREEMENT FOR TWO (2) 2014 FORD**
10 **INTERCEPTOR AWD SEDAN POLICE VEHICLES**
11 **FOR THE POLICE DEPARTMENT AS APPROVED**
12 **IN THE FISCAL YEAR 2013-14 BUDGET;**
13 **PROVIDING FOR AN EFFECTIVE DATE**
14

15
16 WHEREAS, it is the Village of Biscayne Park Police Department's mission to
17 protect life and property, prevent crime and reduce the fear of crime in the Village, which
18 includes being adequately equipped; and
19

20 WHEREAS, as part of their necessary equipment, the Police Department's fleet
21 must consist of reliable and safe vehicles to allow the officers to conduct their core services;
22 and
23

24 WHEREAS, in the fiscal year 2013-2014 annual budget, approval was given to
25 purchase two (2) new police vehicles; and
26

27 WHEREAS, the purchase of new vehicles will reduce the cost of repairs and
28 maintenance; and
29

30 WHEREAS, extensive research has been done and the 2014 Ford Interceptor AWD
31 Sedan has been identified to be an efficient, powerful, and safe vehicle for our Police
32 Department; and
33

34 WHEREAS, a lease agreement for the two (2) vehicles has been negotiated with
35 Mears Motor Leasing for five (5) years at an annual cost of \$11,754, and includes a 3
36 year/36,000 miles bumper to bumper warranty; and
37

38 WHEREAS, at the end of the fifth (5th) year, the vehicles can each be purchased for
39 a final balloon payment of \$1.00; and
40

41 WHEREAS, the Village Commission finds it to be in the best interests of the
42 residents of the Village of Biscayne Park to authorize the Village Manager to execute the
43 purchase agreement of two (2) 2014 Ford Interceptor AWD Sedan for the Police
44 Department.
45

46
47 **NOW THEREFORE BE IT RESOLVED BY THE VILLAGE COMMISSION**
48 **OF THE VILLAGE OF BISCAYNE PARK, FLORIDA, THAT:**
49

50
51 **Section 1.** The foregoing "WHEREAS" clauses are true and correct and hereby
52 ratified and confirmed by the Village Commission.
53

54 **Section 2.** The Mayor and Commission of the Village of Biscayne Park, Florida,
55 hereby authorize the Village Manager to execute the lease agreement with Bancorp Bank for



A Financial Division of
The Bancorp Bank
MFMBFR FDIC

March 25, 2014

Candido Sosa-Cruz
Assistant to Village Manager
The Village Biscayne Park

Re: Open End Lease – 2014 Ford Interceptor AWD Sedan

Mears Motor Leasing proposes to lease a Open End Lease Agreement as follows:

2014 Ford Interceptor AWD Sedan
Term 60 Month Finance Lease

Cap Cost	\$27,148.00	Cap Cost	\$25,389.00
Pay Off at Term	\$1.00	Pay Off at Term	\$1.00
Interest Rate	4.5%	Interest Rate	4.5%
Mileage Allowance	N/A	Mileage Allowance	N/A
60 Monthly Payments @	\$506.12	60 Monthly Payments @	\$473.33
5 Annual Payments	\$5,934.94	5 Annual Payments	\$5,550.39

Tag and Title if any will be billed separately

The finance rate quoted will remain in effect until June 30, 2014 or is locked in for the term of the lease upon receipt of a letter from The Village accepting the proposal. We will be happy to work with your finance department to set up the account.

If I can be of further assistance, please feel free to contact me.

Sincerely,

Accepted By
Village of Biscayne Park

Joanne Cornier
Government Leasing Specialist

3905 El Rey Road, Orlando, FL 32808 • Phone 407-253-4450 • Fax 407-291-6375

www.mearsleasing.com
A FINANCIAL DIVISION OF
The Bancorp Bank





February 20, 2014

**Biscayne Park Police
Chief Atesiano**

2014 Ford Interceptor AWD Sedan

3.7L V-6 Engine

AWD

6 Speed Automatic Transmission

Grill/Lamp/Siren/Speaker Wiring

Police Pigtail Wiring

Courtesy Lamp Disable

Driver Side LED Factory Installed Spotlight

IP Deck lid Release

Remote Keyless Entry

Power Driver Seat

AM/FM CD Player

Front Headlamp Prep Package

Whelen Vertex Corner LEDs (1) Red Left Front & (1) Blue Right Front (2) White Rear Tail Lights

Whelen Sidekick (1) Red (1) Blue LED Light Mounted in Fenders

Sedan center console with 23" of mounting space with Cup Holder, Arm Rest

Partition with Sliding Window, Lower Extension Panel & Recessed Center Panel

Molded Rear Seat

Deep Tinted Glass

Bartow Ford Custom Installation

TOTAL

\$ 27,148.00

If you have any questions or need any additional information please to contact me anytime.

Sincerely Yours,

Richard Weissinger

Commercial Fleet Sales

Direct Line (813) 477-0052

Fax (863) 533-8485

**2800 US Hwy North
Bartow, Florida 33830**

PROPOSAL

NAME: VILLAGE OF BISCAYNE PARK

DATE: NOVEMBER 13, 2013

EMAIL:
CSOSACRUZ@BISCAYNEPARKFL.GOV

ATTN: KEN

2014 FORD SEDAN POLICE INTERCEPTOR AWD 4DR (P2M,500A)	\$22,764.00
3.7L TI-VCT V-6 FFV ENGINE	
6 SPEED AUTOMATIC TRANSMISSION	
AIR CONDITIONING	
POWER WINDOWS & LOCKS	
AM/FM/CD	
FRONT CLOTH/REAR VINYL	
VINYL FLOOR COVERING	
TRUNK RELEASE BUTTON (62T)	
FRONT LICENSE BRACKET	
DELETE DRIVER'S SIDE (LEFTHAND) SPOTLIGHT	- 100.00
DRIVER'S SIDE LED SPOT LAMP (21L)	\$ 339.00
GRILL LAMP WIRE (51G)	\$ 49.00
DARK CAR FEATURE (13C)	\$ 19.00
FRONT HEADLAMP/POLICE INTERCEPTOR HOUSING ONLY (13P)	\$ 119.00
REMOTE KEYLESS ENTRY (60P)	\$ 254.00
POLICE PIGTAIL WIRING	\$ 125.00
WHELEN VERTEX CORNER LED'S (1) RED LEFT FRONT, (1) BLUE RIGHT FRONT, (2) WHITE REAR TAIL LIGHTS	\$ 595.00
WHELEN SIDEKICK SPLIT RED/BLUE LED LIGHT MOUNTED IN FENDERS	\$ 395.00
SEDAN CENTER CONSOLE W/23" OF MOUNTING SPACE W/CUPHOLDER, ARMREST PARTITION W/SLIDING WINDOW, LOWER EXTENSION PANEL & RECESSED CENTER PANEL	\$ 895.00
MOLDED REAR SEAT	\$ 895.00
DEEP TINTED GLASS	\$ 395.00
TOTAL	\$27,239.00

PER FSA CONTRACT# 13-21-0904
SPEC# 4
DELIVERY 75 - 90 DAYS ARO

We thank you for the opportunity to make this proposal and will appreciate your acceptance. Acceptance of this proposal will not be binding upon us until this proposal is approved hereonin writing by an official of Don Reid Ford, Inc. Return of one copy of this proposal and your purchase order number constitutes your official acceptance.

PO# _____

Respectfully submitted
DON REID FORD, INC.

ACCEPTED: _____

BY: _____
FLEET MANAGER



February 20, 2014

**Biscayne Park Police
Chief Atesiano**

2014 Ford Interceptor AWD Sedan

- 3.7L V-6 Engine
- AWD
- 6 Speed Automatic Transmission
- Grill/Lamp/Siren/Speaker Wiring
- Police Pigtail Wiring
- Courtesy Lamp Disable
- Driver Side LED Factory Installed Spotlight
- IP Deck lid Release
- Remote Keyless Entry
- Power Driver Seat
- AM/FM CD Player
- Front Headlamp Prep Package
- Whelen Vertex Corner LEDs (1) Red Left Front & (1) Blue Right Front (2) White Rear Tail Lights
- Whelen Sidekick (1) Red (1) Blue LED Light Mounted in Fenders
- Sedan center console with 23" of mounting space with Cup Holder, Arm Rest
- Deep Tinted Glass
- Bartow Ford Custom Installation

TOTAL **\$ 25,389.00**

If you have any questions or need any additional information please to contact me anytime.

Sincerely Yours,
Richard Weissinger
Commercial Fleet Sales
Bartow Ford Company
2800 US Hwy 98 North
Bartow, FL 33030
Direct Line (813) 477-0052
Fax (863) 533-8485

PROPOSAL

NAME: VILLAGE OF BISCAYNE PARK

DATE: NOVEMBER 13, 2013

EMAIL:
CSOSACRUZ@BISCAYNEPARKFL.GOV

ATTN: KEN

2014 FORD SEDAN POLICE INTERCEPTOR AWD 4DR (P2M,500A)	\$22,764.00
3.7L TI-VCT V-6 FFV ENGINE	
6 SPEED AUTOMATIC TRANSMISSION	
AIR CONDITIONING	
POWER WINDOWS & LOCKS	
AM/FM/CD	
FRONT CLOTH/REAR VINYL	
VINYL FLOOR COVERING	
TRUNK RELEASE BUTTON (62T)	
FRONT LICENSE BRACKET	
DELETE DRIVER'S SIDE (LEFTHAND) SPOTLIGHT	- 100.00
DRIVER'S SIDE LED SPOT LAMP (21L)	\$ 339.00
GRILL LAMP WIRE (51G)	\$ 49.00
DARK CAR FEATURE (13C)	\$ 19.00
FRONT HEADLAMP/POLICE INTERCEPTOR HOUSING ONLY (13P)	\$ 119.00
REMOTE KEYLESS ENTRY (60P)	\$ 254.00
POLICE PIGTAIL WIRING	\$ 125.00
WHELEN VERTEX CORNER LED'S (1) RED LEFT FRONT, (1) BLUE RIGHT FRONT, (2) WHITE REAR TAIL LIGHTS	\$ 595.00
WHELEN SIDEKICK SPLIT RED/BLUE LED LIGHT MOUNTED IN FENDERS	\$ 395.00
SEDAN CENTER CONSOLE W/23" OF MOUNTING SPACE W/CUPHOLDER, ARMREST	\$ 495.00
DEEP TINTED GLASS	\$ 395.00
TOTAL	\$25,449.00

COLOR: BLACK
PER FSA CONTRACT# 13-21-0904
SPEC# 4
DELIVERY 75 - 90 DAYS ARO

We thank you for the opportunity to make this proposal and will appreciate your acceptance. Acceptance of this proposal will not be binding upon us until this proposal is approved hereon in writing by an official of Don Reid Ford, Inc. Return of one copy of this proposal and your purchase order number constitutes your official acceptance.

PO# _____

Respectfully submitted
DON REID FORD, INC.

ACCEPTED: _____

BY: _____
FLEET MANAGER



Prepared for:	Prepared by:
THOMAS HARRISON	Duval Ford Fleet Sales
BISCAYNE PARK	Laura Smith
904-424-3312	(Work) 904-388-2144 (Fax) 904-387-6816
Email: THARRISON@BISCAYNEPARKFL.GOV	laura.smith@duvalford.com
	1616 Cassat Ave. Jax, FL 32210
	PLEASE CONFIRM RECEIPT OF QUOTE VIA EMAIL



I appreciate your interest and the opportunity to quote. Prices are published by the Florida Sheriff's Association/ Florida Association of Counties & Florida Fire Chiefs' Association Automotive Contract #13.11.0904 / 13.21.0904. (www.flsheriffs.org) If you have any questions regarding this quote please call! Vehicle will be ordered white exterior unless specified on purchase order.

Labor	Code	Equipment	Price
	Spec #4	2014 Ford Interceptor Sedan AWD	\$ 22,744.00
	INCL	3.7L V-6 Engine	INCL
	INCL	6 Speed Automatic Transmission	INCL
	51G	Grill Lamp Siren Speaker wiring	\$ 49.00
	96P	Police Pigtail wiring	\$ 288.00
	13C	Courtesy Lamp disable	\$ 18.00
	21P	Driver Side LED spotlight	\$ 439.00
	INCL	Ignition powered trunk release	
	60P	Remote keyless entry	\$ 254.00
	INCL	Power Driver Seat	INCL
	INCL	AM/FM CD player	INCL
	13P	Front headlamp Prep package	\$ 119.00
	WVTX	Whelen Vertex Corner LEDs (1) red left front & (1) blue right front (2) white rear	\$ 224.00
	SKS	Whelen Sidekick Split Red/Blue Led Lights mounted in fenders	\$ 225.00
	CONSOLE	Havis Console, 23" w/ cupholders & arm rest	\$ 595.00
	TINT	Deep tinted glass	\$ 276.00
		EXTERIOR COLOR:BLACK	
4.6	Tot. Hrs	Optional labor rate for equipment listed above. Includes wire, loom, and shop s	\$85 \$ 391.00
TOTAL PURCHASE AMOUNT PER VEHICLE			\$ 25,622.00



FLORIDA SHERIFFS ASSOCIATION & FLORIDA ASSOCIATION OF COUNTIES

Name of Dealership	Type of Vehicle	Zone	Base Unit Price
<u>FORD INTERCEPTOR POLICE RATED FULL SIZE SEDAN - AWD (Specification #04)</u>			
Duval Ford	2014 Ford Interceptor (P2M)	★ Western	\$22,744.00
Hub City Ford	2014 Ford Interceptor (P2M)	★ Northern	\$22,790.00
Don Reid Ford, Inc.	2014 Ford Interceptor (P2M)	★ Central	\$22,664.00
Don Reid Ford, Inc.	2014 Ford Interceptor (P2M)	★ Southern	\$22,764.00



FLORIDA SHERIFFS ASSOCIATION & FLORIDA ASSOCIATION OF COUNTIES

FORD INTERCEPTOR POLICE RATED FULL SIZE SEDAN - AWD SPECIFICATION #4

2014 Ford Interceptor (P2M)

ALL ITEMS FACTORY INSTALLED UNLESS OTHERWISE INDICATED

INSTRUCTIONS: Listed above, you will find the model numbers of the vehicles that will be included in this year's contract.

INSTRUCTIONS: Listed below you will find the model number of the vehicle that is being requested for the Police Rated Full Size Sedan - AWD. At a minimum, the following items will be factory installed on the base vehicle to meet the model number and build codes of the vehicles listed.

2014 Ford Interceptor (P2M)

Code	Description
P2M	2014 Ford Interceptor Police Rated Sedan
21D	Driver's Side (Left Hand) Spotlight
R	Seat Trim, Cloth Front Rear Vinyl
W	Black Interior
500A	Equipment Group
998	3.7L V-6 Ti-VCT
44J	6-SPD Transmission
62T	Ignition Control Trunk Release
153	Front License Bracket



FLORIDA SHERIFFS ASSOCIATION & FLORIDA ASSOCIATION OF COUNTIES

FORD INTERCEPTOR POLICE RATED FULL SIZE SEDAN - AWD SPECIFICATION #4

2014 Ford Interceptor (P2M)

The Ford Interceptor (P2M) purchased through this contract comes with all the standard equipment as specified by the manufacturer for this model and FSA's base vehicle specification(s) requirements which are included and made a part of this contract's vehicle base price as awarded by specification by zone.

ZONE:	★ Western	★ Northern	★ Central	★ Southern
BASE PRICE:	\$22,744.00	\$22,790.00	\$22,664.00	\$22,764.00

While the Florida Sheriffs Association and Florida Association of Counties have attempted to identify and include those equipment items most often requested by participating agencies for full size vehicles, we realize equipment needs and preferences are going to vary from agency to agency. In an effort to incorporate flexibility into our program, we have created specific add/delete options which allow the purchaser to tailor the vehicle to their particular wants or needs.

The following equipment delete and add options and their related cost are provided here to assist you in approximating the total cost of the type vehicle(s) you wish to order through this program. Simply deduct the cost of any of the following equipment items you wish deleted from the base unit cost and/or add the cost of any equipment items you wish added to the base unit cost to determine the approximate cost of the type vehicle(s) you wish to order.

NOTE: An official listing of all add/delete options and their prices should be obtained from the appropriate dealer in your zone when preparing your order. Additional add/delete options other than those listed here may be available through the dealers, however, those listed here must be honored by the dealers in your zone at the stated prices.

VEHICLE:	Interceptor (P2M)			
DEALER:	Duval Ford	Hub City Ford	Don Reid Ford, Inc.	Don Reid Ford, Inc.
ZONE:	★ Western	★ Northern	★ Central	★ Southern
BASE PRICE:	\$22,744.00	\$22,790.00	\$22,664.00	\$22,764.00

Order Code	Delete Options	Western	Northern	Central & Southern
	5" round dome lamp	NA	NA	NA
D21D ¹ 21D ²	Driver's Side (Left Hand) Spotlight	\$65.00 ¹	\$70.00 ²	\$100.00
	Body side moldings	NA	NA	NA
	Full size spare tire & rim	NA	NA	NA
D153 ¹ 153 ²	Front License Bracket	NC ¹	NC ²	NC

Order Code	Add Options	Western	Northern	Central & Southern
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Please refer to Part E - Emergency Vehicle Lighting Specifications for lightbar descriptions and the awarded dealer pricing.

PRIO ¹ PSBS ² 99t ³	Priority start/battery saver <i>Option is for aftermarket dealer installed battery saver. Vehicle has a standard battery saving feature.</i> ¹	\$196.00 ¹	\$296.00 ²	\$2,814.00 ³
	Factory remote engine start	NA	NA	NA
65E ¹ 65E ² 65E ³	Ballistic door panels - driver front door	\$1,548.00 ¹	\$1,549.00 ²	\$1,549.00 ³
65C ¹ 65C ² 65C ³	Ballistic door panels - driver and passenger front doors <i>Includes 65e</i> ¹	\$3,093.00 ¹	\$3,094.00 ²	\$3,094.00 ³
62D ¹ 62D ² 62D ³	Electronics tray (w/o fan) <i>Incl with 854,855,856</i> ¹	\$239.00 ¹	\$239.00 ²	\$239.00 ³
97T ¹ 97T ² 97T ³	Trunk circulation fan (mounted on package tray) <i>Incl with P854,855,856</i> ¹	\$58.00 ¹	\$59.00 ²	\$59.00 ³
20P ¹ 20P ² 20P ³	Noise suppression bonds	\$93.00 ¹	\$94.00 ²	\$94.00 ³
21P ¹ 21P ² 21P ³	Left & right-hand pillar mounted 6" spotlight with ear halogen bulb, factory installed <i>Adds right spot light to base spec. LED available at \$439. Option includes credit for base spot light</i> ¹	\$174.00 ¹	\$384.00 ²	\$604.00 ³

VEHICLE:	Interceptor (P2M)				
DEALER:	Duval Ford	Hub City Ford	Don Reid Ford, Inc.	Don Reid Ford, Inc.	
ZONE:	★ Western	★ Northern	★ Central	★ Southern	
BASE PRICE:	\$22,744.00	\$22,790.00	\$22,664.00	\$22,764.00	
HC ¹ HIR ²	Hole in roof* (drilled on centerline of roof panel approx. 29" rearward of windshield opening) <i>Dealer Installed, includes cover</i> ¹	\$125.00 ¹	\$145.00 ²	NA	
HP ¹ HIR ²	Hole in roof* (drilled on passenger side of roof panel approx. 29" rearward of windshield opening & approx. 6" inboard from passenger side door) <i>Dealer installed, includes cover</i> ¹	\$125.00 ¹	\$145.00 ²	NA	
51G ¹ 51G ² 51G ³	Wiring - grille lamps & speaker <i>Included with P854,855,856,857</i> ¹	\$49.00 ¹	\$49.00 ²	NA ³	
96P ¹ 96P ²	Wiring - auxiliary speaker <i>Includes 100 watt speaker, pigtail, and bracket. For two way radio prewire to door speakers use \$165. Included with P856</i> ¹	\$288.00 ¹	\$289.00 ²	NA	
COAX ¹ CRG ²	Wiring - coaxial radio antenna <i>Dealer Installed</i> ¹	\$65.00 ¹	\$175.00 ²	NA	
HRING ¹ 77E ²	Wiring - horn/siren circuit <i>Wiring standard. One 10 amp siren speaker circuit to trunk Included with 854, 855, 856 options. For horn ring hook Specify when ordering lighting packages</i> ¹	Std ¹	\$104.00 ²	NA	
PTW ¹	Wiring - ignition and main power supply <i>Power distribution center, power pigtail battery and ignition power standard. For extension from console to package tray for video and radar add \$236</i> ¹	Std ¹	Std	NA	
TREM ¹ TAT ² TC ³	Tremco anti-theft - foot activated, dealer installed	\$229.00 ¹	\$429.00 ²	\$295.00 ³	
SFST ¹ SSV ² SS ³	SafeStop vehicle anti-theft - key activated or emergency lights activated, plug-&-play for most Ford and Chevy fleet vehicles, dealer installed in 20 minutes or less	\$229.00 ¹	\$429.00 ²	\$295.00 ³	
RW1 ¹ WRW ²	Wiring - roof wires <i>Power and ground fused with loom. Lightbar packages include wire for routing</i> ¹	\$125.00 ¹	\$175.00 ²	NA	
MAG ¹ RML ² DIMG ³	Rechargeable mag light <i>Specify Mounting location. Stinger available</i> ¹	\$136.00 ¹	\$279.00 ²	\$295.00 ³	
RB ¹	Ready Buckle Prisoner Restraint Seat Belt System	\$530.00 ¹	NA	NA	
171 ¹ 171 ² 171 ³	Carpet floor covering, front & rear <i>1st and 2nd Row Carpet Floor Covering Note: Includes floor mats, front and rear</i> ¹ <i>INC FLOOR MATS FT & REAR (INC WITH INTERIOR UPGRADE PKG)</i> ²	\$124.00 ¹	\$124.00 ²	\$124.00 ³	
88C ¹ 88C ² 88C ³	2nd row cloth seats <i>Included with 12P</i> ¹	\$59.00 ¹	\$59.00 ²	\$59.00 ³	

VEHICLE:	Interceptor (P2M)				
DEALER:	Duval Ford	Hub City Ford	Don Reid Ford, Inc.	Don Reid Ford, Inc.	
ZONE:	★ Western	★ Northern	★ Central	★ Southern	
BASE PRICE:	\$22,744.00	\$22,790.00	\$22,664.00	\$22,764.00	
97D ¹	Rear console plate		\$34.00 ¹	\$34.00 ²	\$34.00 ³
97D ²	<i>Included with option packages 854, 855, 856¹</i>				
97D ³					
59B ¹	Perimeter anti-theft alarm		\$119.00 ¹	\$119.00 ²	\$119.00 ³
59B-60P ²	<i>Requires 60P¹</i>				
59B ³	<i>REQ KEYLESS ENTRY²</i>				
60P ¹	Remote keyless entry		\$254.00 ¹	\$254.00 ²	\$254.00 ³
60P ²	<i>Not available with Keyed alike option¹</i>				
60P ³					
12P ¹	Full floor console with unique police finish panels		\$379.00 ¹	\$496.00 ²	\$379.00 ³
FFC ²	<i>Police Interior Upgrade Package • Cloth rear-seats • Floor mats, front and rear • 1st and 2nd Row Carpet Floor Covering • Full floor console with unique police finish panels • Rear Grab Handles w/CoatHook</i>				
12P ³	<i>Note: Not available with the following Police Interceptor Packages: #4 (854), #5 (855), #6 (856)¹</i>				
12P ¹	Police Interior Upgrade Package – Cloth rear-seats; Floor		\$379.00 ¹	\$379.00 ²	\$379.00 ³
12P ²	mats, front and rear; 1st and 2nd Row Carpet Floor				
12P ³	Covering; Full floor console with unique police finish panels; Rear Grab Handles w/Coat Hook (Note: Not available with the following options: 854, 855, 856, 857, 97D)				
13P ¹	Front Headlamp / Police Interceptor Housing Only –		\$119.00 ¹	\$119.00 ²	\$119.00 ³
13P ²	Pre-drilled hole for side marker police use, does not include LED installed lights (eliminates need to drill housing assemblies); Pre-molded side warning LED holes with standard twist lock sealed capability (does not include LED installed lights) (Note: Not available with options 661 and 856)				
13P ³					
661 ¹	Front Headlamp Lighting Solution – Base projector beam		\$894.00 ¹	\$894.00 ²	\$894.00 ³
661 ²	headlamp plus two (2) multi-function Park/Turn/Warn (PTW) bulbs for Wigwag simulation, and two (2) white hemispheric lighthouse LED side warning lights. Wiring, LED lights included. Controller "not" included (Note: Included with option 856; Requires Pre-Wiring for grille LED lights, siren and speaker - 51G)				
661 ³					
662 ¹	Tail Lamp Lighting Solution – Includes base LED lights,		\$414.00 ¹	\$414.00 ²	\$414.00 ³
662 ²	plus two (2) rear integrated hemispheric red lighthouse LED side warning lights in taillamps; LED lights only. Wiring, controller "not" included (Note: Included with option 856)				
662 ³					
663 ¹	Rear Lighting Solution – Includes two (2) backlit flashing		\$474.00 ¹	\$474.00 ²	\$474.00 ³
663 ²	linear high-intensity LED lights (driver side red / passenger side blue) mounted inside back window; surrounds brake stop light); Includes two (2) linear high-intensity LED lights (driver side red / passenger side blue) mounted on inside trunk decklid (lights activate when decklid is open); LED lights only. Wiring,				
663 ³					

VEHICLE:	Interceptor (P2M)			
DEALER:	Duval Ford	Hub City Ford	Don Reid Ford, Inc.	Don Reid Ford, Inc.
ZONE:	★Western	★Northern	★Central	★Southern
BASE PRICE:	\$22,744.00	\$22,790.00	\$22,664.00	\$22,764.00

	controller "not" included (Note: Included with option 856)			
854 ¹	Trunk Upfit Package – Rear console mounting plate – contours through 2nd row; channel for wiring; Wiring overlay harness with lighting and siren interface connections; Vehicle Engine Harness includes: Two (2) light connectors – supports up to three (3) LED lights each (engine compartment); One (1) grille LED light connector – supports two (2) LED lights; Two (2) 50 amp battery ground circuits in power distribution junction block (in-trunk); One (1) 10-amp siren/speaker circuit (engine to trunk);	\$714.00 ¹	\$714.00 ²	\$714.00 ³
854 ²				
854 ³				
855 ¹	Light Controller Package – Includes content from the following Police Interceptor Packages: #4 (854) plus: Whelen Light Controller Head (PCC8R); Whelen PCC8R Light Relay Center (electronics tray mounted); Light Controller / Relay Center Wiring (jumper harness); Whelen Specific Cable (console to trunk) connects PCC8R to Control Head. Does "not" include LED lights; Recommend Police Wire Harness Connector Kits 77E and 51J (Note: Not available with options 854, 856, 857)	\$1,604.00 ¹	\$1,604.00 ²	\$1,604.00 ³
855 ²				
855 ³				
856 ¹	Ready for the Road Package – Includes Police Interceptor Packages: #661; #662, #663, #854 plus: Whelen Cencom Light Controller Head with dimmable backlight; Whelen Cencom Relay Center / Siren / Amp w/Traffic Advisor (mounted on Electronics Tray); Light Controller / Relay Cencom Wiring (wiring harness) w/additional input/output pigtails; High current pigtail; Whelen Specific WECAN Cable (console to trunk) connects Cencom to Control Head; Grille linear LED Lights (Red / Blue); 100-Watt Siren / Sp	\$3,469.00 ¹	\$3,569.00 ²	\$3,569.00 ³
856 ²				
856 ³				
857 ¹	Ultimate Wiring Package – Includes the following: Rear console mounting plate (97D); I/P to trunk overlay harness; Two (2) light cables – supports up to 6 LED lights (engine compartment); Trunk Power Distribution box (PDB); Two (2) 50-amp battery and ground circuits in-trunk; One (1) 10-amp siren/speaker circuit engine to trunk; Rear backlight/decklid/trunk wiring – supports up to six (6) rear LED lights; Grille LED lights, Siren and Speaker Wiring (51G); Light Controller / Relay Cencom Wiring	\$539.00 ¹	\$539.00 ²	\$539.00 ³
857 ²				
857 ³				
77E ¹	Police Wire Harness Connector Kit (Front) – For connectivity to Ford PI Package solutions includes: Two (2) Male 4-pin connectors for siren; Five (5) Female 4-pin connectors for lighting/siren/speaker; One (1) 4-pin IP connector for speakers; One (1) 4-pin IP connector for siren controller connectivity; One (1) 8-pin sealed connector; One (1) 14-pin IP connector	\$104.00 ¹	\$104.00 ²	\$104.00 ³
77E ²				
77E ³				

VEHICLE:	Interceptor (P2M)				
DEALER:	Duval Ford	Hub City Ford	Don Reid Ford, Inc.	Don Reid Ford, Inc.	
ZONE:	★ Western	★ Northern	★ Central	★ Southern	
BASE PRICE:	\$22,744.00	\$22,790.00	\$22,664.00	\$22,764.00	
51J ¹ 51J ² 51J ³	Police Wire Harness Connector Kit (Rear) – For connectivity to Ford PI Package solutions includes: One (1) 2-pin connector for rear lighting; One (1) 2-pin connector for trunk circulation fan; Six (6) Female 4-pin connectors; Six (6) Male 4 pin connectors; One (1) 10-pin connector		\$129.00 ¹	\$129.00 ²	\$129.00 ³
PS ¹ PFRS ² 536 ³	Plastic fiber rear seat <i>Vinyl Rear factory seating standard. Option is for molded prisoner seat¹</i>		\$636.00 ¹	\$796.00 ²	\$695.00 ³
62D ¹ 62D ² 60D ³	Auxiliary equipment tray <i>Included with 854, 855, 856 option packages¹</i>		\$238.00 ¹	\$239.00 ²	\$239.00 ³
NS ¹	Night saver light <i>Factory Red and white dome light standard. Additional light for underdash or trunk mounted options¹</i>		\$126.00 ¹	NA	NA
13c ¹ 13C ² 13C ³	Courtesy light disabled <i>Dark car feature¹</i>		\$18.00 ¹	\$19.00 ²	\$19.00 ³
663 ¹ 663 ²	Rear panel lamps <i>Rear Lighting Solution • Includes two(2)back lit flashing linear high-intensity LED lights(driver side red/passenger side blue) mounted inside back window: surrounds brake stop light) • Includes two(2)linear high-intensity LED lights(driver side red/passenger side blue)mounted on inside trunk deck lid (lights activate when deck lid is open) Note: Included with option 856¹</i> <i>(2) DECKLID INNER PANEL LED REAR WINDOW²</i>		\$474.00 ¹	\$474.00 ²	NA
	Under hood lamp		Std	Std	Std
18G ¹ 18G ² 18G ³	Rear door locks & handles inoperative		\$34.00 ¹	\$34.00 ²	\$34.00 ³
RLH ¹ RDL-D ² DLR ³	Rear door locks & handles inoperative, dealer modification		\$176.00 ¹	\$199.00 ²	\$34.00 ³
67D ¹ 67D ² 67D ³	Rear windows inoperative <i>Operable from driver's switch¹</i>		\$24.00 ¹	\$24.00 ²	\$24.00 ³
TINT ¹ LDTF ² DLR ³	Legal deep tinted film, lifetime warranty, dealer installed		\$276.00 ¹	\$396.00 ²	\$395.00 ³
3K ¹ 3K ² DLR ³	Third key		\$126.00 ¹	\$76.00 ²	\$99.00 ³
43B ¹ 43E-43B-43D-43F-43J-43C-43G ² 43E ³	Keyed alike <i>Includes code 1284x. Specify code if different. NA with 60p or 59b¹</i>		\$48.00 ¹	\$49.00 ²	\$49.00 ³
	Relocation of full size spare tire		NA	NA	NA

VEHICLE:	Interceptor (P2M)				
DEALER:	Duval Ford	Hub City Ford	Don Reid Ford, Inc.	Don Reid Ford, Inc.	
ZONE:	★ Western	★ Northern	★ Central	★ Southern	
BASE PRICE:	\$22,744.00	\$22,790.00	\$22,664.00	\$22,764.00	
76R ¹ 76R ²	Backup alarm, factory installed <i>This option is the interior audible alert for reverse aid proximity sensing¹</i> REVERSE SENSING ²		\$294.00 ¹	\$294.00 ²	NA
BUA ¹ BAD ² DLR ³	Backup alarm, dealer installed <i>This option is not reverse aide sensors¹</i>		\$146.00 ¹	\$130.00 ²	\$125.00 ³
77B ¹ 77B ² 67D ³	Backup camera with 3.5" LCD (rear mounted camera to provide wide angle field of vision at rear of vehicle) - factory installed <i>Rear View Camera Note: Includes Electrochromic Rear View Mirror Camera displayed in rear view mirror¹</i> INC ELECTONCHITOMIC REAR VIEW MIRROR -CAMERA DISPLAYED IN REAR VIEW MITTOR ²		\$239.00 ¹	\$239.00 ²	\$240.00 ³
BUC ¹ BUC ³	Backup camera with 3.5" LCD (rear mounted camera to provide wide angle field of vision at rear of vehicle) - dealer installed		\$485.00 ¹	NA	\$240.00 ³
VV ¹ VVS ² DLR ³	Vent visors - stick-on style		\$140.00 ¹	\$144.00 ²	\$195.00 ³
RS ¹ RFS ² DLR ³	Rainshields - flange style		\$140.00 ¹	\$144.00 ²	\$195.00 ³
DBB ¹ DBRW ² DLR ³	Door blank & rear window barriers with manual lock override (Setina, Pro-Gard, Cruisers or approved equivalent) <i>Hidden Door-Lock Plunger w/Rear-door handles inoperable is 63P at \$154.¹</i>		\$496.00 ¹	\$696.00 ²	\$495.00 ³
98K ¹ 98K ² 98K ³	Locking gas cap		\$19.00 ¹	\$19.00 ²	\$19.00 ³
2Tone ¹ TTP ² DLR ³	Two-tone paint (dealer installed) <i>Roof and Door scheme. For C pillar white paint add \$210. For Base Decal Package add \$345¹</i>		\$1,296.00 ¹	\$1,696.00 ²	\$995.00 ³
C3H ¹ C2T ²	Class III hitch with 2" ball, dealer installed <i>Towing not recommended with pursuit rating¹</i>		\$495.00 ¹	\$496.00 ²	NA
64I ¹ 64L ² 64L ³	Full bolt-on wheel covers <i>NOT BOLT ON²</i>		\$59.00 ¹	\$59.00 ²	\$59.00 ³
n2 ¹ NFT ² DLR ³	Nitrogen filled tires including spare tire		\$196.00 ¹	\$179.00 ²	\$200.00 ³
	Factory rear spoiler		NA	NA	NA
	Immobilize daytime running lights		Std	NA	NA

VEHICLE:	Interceptor (P2M)				
DEALER:	Duval Ford	Hub City Ford	Don Reid Ford, Inc.	Don Reid Ford, Inc.	
ZONE:	★ Western	★ Northern	★ Central	★ Southern	
BASE PRICE:	\$22,744.00	\$22,790.00	\$22,664.00	\$22,764.00	
53M+47K ¹ 53M ²	Optional equipment - specify <i>Remappable (4) switches on steering wheel. Requires SYNC (53m) SYNC® Basic - Voice-Activated Communication System - Includes single USB port and single auxiliary audio input jack Note: Requires Reverse Sensing (76R)</i> ¹ SYNC (BLUETOOTH) ²		\$444.00 ¹	\$294.00 ²	
96e ¹ 96E ²	Optional equipment - specify <i>Side Marker Fender Led lights. All Other Factory Options available at Msrp less \$1 per Ford Motor Company's MSRP price list per vehicle line (available upon request for procurement accountability and compliance)</i> ¹ SIDE MARKER FENDER LIGHTS ²		\$219.00 ¹	\$219.00 ²	
SPB12 ¹ S-PB100A-12 ² DLR ³	Setina PB100A12 – 12" Aluminum Push Bumper		\$496.00 ¹	\$596.00 ²	\$695.00 ³
SPB16 ¹ S-PB100A-16 ² DLR ³	Setina PB100A16 – 16" Aluminum Push Bumper		\$500.00 ¹	\$696.00 ²	\$795.00 ³
SPB300 ¹ S-PB300 ² DLR ³	Setina PB300 Push Bumper		\$500.00 ¹	\$796.00 ²	\$695.00 ³
GR5 ¹ GR-5000 ² DLR ³	Go Rhino 5000 Series Push Bumpers		\$500.00 ¹	\$796.00 ²	\$795.00 ³
PS LAGUNA ¹ RTS-L3P ² DLR ³	Rear Transport Seat – Laguna System 3P		\$596.00 ¹	\$896.00 ²	\$895.00 ³
PS PG ¹ RTS-PG6000 ² DLR ³	Rear Transport Seat – Pro Gard 6000 Series		\$596.00 ¹	\$896.00 ²	\$795.00 ³
DLR ³	Rear Transport Seat – Cruiser PCM012		NA	NA	\$995.00 ³
DLR ³	Rear Transport Seat with extended seat belt – Patriot PSCVI		NA	NA	NA ³
10S ¹ S-10LC ² DLR ³	Setina #10 Series Lexan Cage with sliding window, full width lower extension panel, dealer installed <i>Recessed Panel add \$99. Dual Weapons Mount add \$446</i> ¹		\$716.00 ¹	\$896.00 ²	\$895.00 ³
8S ¹ S-8S ² DLR ³	Setina 8S Lexan cage with 1/2 lexan and 1/2 expanded metal with full lower extension panel, dealer installed <i>Recessed Panel add \$99. Dual Weapons Mount add \$446</i> ¹		\$716.00 ¹	\$896.00 ²	\$850.00 ³
PG2600 ¹ PG-2600 ² DLR ³	Pro-Gard P2600 Series Polycarbonate (Lexan) Cage with sliding window, full width lower extension panel, dealer installed <i>Recessed Panel add \$99. Dual Weapons Mount add \$446</i> ¹		\$716.00 ¹	\$896.00 ²	\$875.00 ³
DLR ³	Patriot VPI-120 Lexan cage with 1/2 lexan and 1/2 metal with full lower extension panel, dealer installed		NA	NA	\$850.00 ³

VEHICLE:	Interceptor (P2M)				
DEALER:	Duval Ford	Hub City Ford	Don Reid Ford, Inc.	Don Reid Ford, Inc.	
ZONE:	★ Western	★ Northern	★ Central	★ Southern	
BASE PRICE:	\$22,744.00	\$22,790.00	\$22,664.00	\$22,764.00	
DLR ³	Patriot VP1-100 all Lexan cage with full lower extension panel, dealer installed		NA	NA	\$895.00 ³
DLR ³	Cruisers Cage with 1/2 sliding lexan, lower extension panels, dealer installed		NA	NA	NA ³
	Cruisers Cage with center sliding lexan, lower extension panels, dealer installed		NA	NA	NA
	Cruisers Cage with mesh, lower extension panels, dealer installed		NA	NA	NA
K9 ¹ K9-C ² AADLR ³	K-9 Container. All aluminum In-Vehicle (rear seat area) K-9 Container to protect the public, officer, K-9, and vehicle. Please specify vehicle year, make and model. Call for installation, shipping, and/or delivery prices. American Aluminum brand or equal. For liner and water dish add \$195. For powder-coating add \$300. For inmate k9 combination add \$475 ¹		\$2,200.00 ¹	\$2,496.00 ²	\$2,995.00 ³
ERD ¹ ERRD ² AADLR ³	Electronic Remote Rear Door Opening system to be used with the K-9 Container. Allows the officer to release the K-9 from the vehicle from a remote position. American Aluminum Rescue Automatic Door opening system. For Hot and POP brand which includes HAS option add \$700 ¹		\$780.00 ¹	\$896.00 ²	\$995.00 ³
HAS ¹ HAS ² AADLR ³	Heat Alarm System to be used in a K-9 vehicle. Warns officer when dangerously high temperatures are inside the vehicle. American Aluminum Cool-guard Heat alarm system. Includes fan and cover. For pager option add \$300 ¹		\$726.00 ¹	\$896.00 ²	\$995.00 ³
LABOR ¹ LLP ² DLR ³	Labor rate per hour <i>Includes EVT certified installation and QVM compliance. Supplies, wiring harness and connectors included. ¹</i>		\$85.00 ¹	\$95.00 ²	\$75.00 ³
TEMP ¹ TT ² DLR ³	Temporary tag		\$6.00 ¹	\$18.00 ²	\$35.00 ³
TX ¹ TER ² DLR ³	Transfer existing registration (must provide tag number) <i>Current tag registration required ¹</i>		\$90.00 ¹	\$65.00 ²	\$100.00 ³
TAG ¹ NST ² DLR ³	New state tag (specify state, county, city, sheriff, etc.) <i>Tag may be delayed by tag office and shipped separately. Overnight 2way shipping for new vehicle tags included ¹</i>		\$150.00 ¹	\$165.00 ²	\$200.00 ³
523 ¹ 523 ² 521 ³	Maintenance Plan - specify <i>5000 Mile interval 100,000 mile police interceptor limited 20 service maintenance package. Other terms available upon request ¹</i> <i>100,000-MILES (ASSUMES 5,000-MILES INTERVALS=20 SERVICE EVENTS ²</i> <i>75000 EVERY 5000 ³</i>		\$964.00 ¹	\$964.00 ²	\$804.00 ³

VEHICLE:	Interceptor (P2M)				
DEALER:	Duval Ford	Hub City Ford	Don Reid Ford, Inc.	Don Reid Ford, Inc.	
ZONE:	★ Western	★ Northern	★ Central	★ Southern	
BASE PRICE:	\$22,744.00	\$22,790.00	\$22,664.00	\$22,764.00	
525 ¹ 525 ² 523 ³	Maintenance Plan - specify 5000 Mile interval 125,000 mile police interceptor limited 25 service maintenance package. Other terms available upon request ¹ 125,000-MILES (ASSUMES 5,000-MILES INTERVALS=25 SERVICE EVENTS ² 100,000 EVERY 5000 ³		\$1,304.00 ¹	\$1,304.00 ²	\$964.00 ³
527 ¹ 527 ² 526 ³	Maintenance Plan - specify 5000 Mile interval 150,000 mile police interceptor limited 30 service maintenance package. Other terms available upon request ¹ 150,000-MILES (ASSUMES 5,000-MILES INTERVALS=50 SERVICE EVENTS ² 125,000 EVERY 5000 ³		\$1,434.00 ¹	\$1,434.00 ²	\$1,304.00 ³
CB575 ¹ 5/100 POWERTRAIN CARE ² ESP ³	Warranty - specify 5 Yr 75,000 mile zero deductible BASECare plan. 5 Yr 100,000 mile zero deductible use \$1845. Complete pricing schedule available upon request. Prices quoted per FordMoCo Florida Retail ESP October 2013 Pricing Guide ¹ (0) DEDUCTIBLE ² POWERTRAIN 5/75 0 DED ³		\$1,365.00 ¹	\$1,500.00 ²	\$1,125.00 ³
CE575 ¹ 5/100 BASE CARE ² ESP ³	Warranty - specify 5 Yr 75,000 mile zero deductible EXTRACare plan. 5 Yr 100,000 mile zero deductible use \$2250. Complete pricing schedule available upon request. Prices quoted per FordMoCo Florida Retail ESP October 2013 Pricing Guide ¹ (0) DEDUCTIBLE ² BASECARE 5/75 0 DED ³		\$1,590.00 ¹	\$1,845.00 ²	\$1,365.00 ³
CP575 ¹ 5/100 EXTRA CARE ² ESP ³	Warranty - specify 5 Yr 75,000 mile zero deductible PREMIUMCare plan. 5 Yr 100,000 mile zero deductible use \$2855. Complete pricing schedule available upon request. Prices quoted per FordMoCo Florida Retail ESP October 2013 Pricing Guide ¹ (0) DEDUCTIBLE ² EXTRA CARE 5/75 0DED ³		\$2,050.00 ¹	\$2,250.00 ²	\$1,590.00 ³



Village of Biscayne Park Commission Agenda Report

Village Commission Meeting Date: April 1st, 2014

Subject: Comcast Business Agreement

Prepared By: Candido Sosa-Cruz
Assistant to Manager, Public Services Dir.

Sponsored By: Staff

Background

Village staff in partnership with the Florida League of Cities entered into an agreement on August 20th, 2012. This agreement was to provide consulting services for telecommunications cost recovery and/or future savings to the Village.

Throughout this process staff and the Florida League of Cities Telecommunication professionals have been performing a review of all telecommunications and associated expenditures. The review includes billing records, customer service records, contracts, and any other information or materials concerning services billed to the Village.

Fiscal/Budget Impact

At this time staff is requesting to change the internet services from AT&T to Business Comcast at the Ed Burke Recreation Center. The Village is currently paying AT&T approximately \$141.00 for internet and telephone service at the recreation center. The Comcast internet service should provide residents and Village staff with much more internet service/bandwidth than the current AT&T service and at a lower cost.

April 1, 2014

Commission Agenda Report

Resolution 2014-31

The monthly charge for Comcast Business internet and telephone service will be \$134.85 per month and is accordingly budgeted. The service agreement is for 36 months (3 years).

Staff Recommendation

Approval of Resolution 2014-31.

Attachments

Resolution 2014-31

Comcast Business Service Order Agreement

1
2
3 **RESOLUTION NO. 2014-31**
4

5 **A RESOLUTION OF THE VILLAGE COMMISSION**
6 **OF THE VILLAGE OF BISCAYNE PARK,**
7 **FLORIDA, AUTHORIZING THE VILLAGE**
8 **MANAGER TO EXECUTE THE BUSINESS CLASS**
9 **SERVICE ORDER AGREEMENT BETWEEN**
10 **COMCAST AND THE VILLAGE OF BISCAYNE**
11 **PARK FOR INTERNET SERVICE AT THE ED**
12 **BURKE RECREATION CENTER; PROVIDING**
13 **FOR AN EFFECTIVE DATE**
14

15
16
17 WHEREAS, in August 2012, the Village entered into an agreement with the
18 Florida League of Cities to provide consulting services for telecommunications cost
19 recovery and/or future savings to the Village; and,
20

21 WHEREAS, since then, the League's team of telecommunication professionals
22 have reviewed the all Village expenditures associated with our telephone lines and
23 internet providers, and the current contracts with Windstream and AT&T; and,
24

25 WHEREAS, based on their findings the Village has converted its lines to State
26 DMS local service and to Comcast for internet service at Village Hall which have
27 significantly lowered the rates the Village pays for these services; and,
28

29 WHEREAS, the next step is to convert from AT&T to Comcast for internet
30 service at the Ed Burke Recreation Center with the increased level of service and cost
31 savings; and,
32

33 WHEREAS, consistent with section 2-139 of the Village's Purchasing and
34 Procurement policy, the Village administration requests to waive the competitive
35 bidding procedures due to the nature of the goods and services.
36

37
38 NOW THEREFORE, BE IT RESOLVED BY THE VILLAGE COMMISSION
39 OF THE VILLAGE OF BISCAYNE PARK, FLORIDA:
40

41
42 **Section 1.** The foregoing "WHEREAS" clauses are true and correct and
43 hereby ratified and confirmed by the Village Commission.
44

45 **Section 2.** That the Village Commission of the Village of Biscayne Park
46 authorizes the Village Manager to execute the Business Class Service Order Agreement
47 between Comcast and the Village of Biscayne Park to provide internet service at the Ed

1 Burke Recreation Center. The agreement, in substantial form, is attached and
2 incorporated by reference into this resolution as exhibit 1.

3
4 **Section 3.** This Resolution shall become effective upon adoption.

5
6 PASSED AND ADOPTED this ____ day of _____, 2014

7
8 **The foregoing resolution upon**
9 **being put to a vote, the vote was**
10 **as follows:**

11
12 _____
13 David Coviello, Mayor

14 Mayor Coviello: ____
15 Vice Mayor Watts: ____
16 Commissioner Anderson: ____
17 Commissioner Jonas: ____
18 Commissioner Ross: ____

19 Attest:

20 _____
21 Maria C. Camara, Village Clerk

22 Approved as to form:

23
24
25
26
27 _____
28 John J. Hearn, Village Attorney



BUSINESS SERVICE ORDER AGREEMENT

Account Name: Village of Biscayne Park

ID#: 7386789

CUSTOMER INFORMATION (Service Location)

Address 1	<u>11400 NE 9TH CT</u>	City	<u>BISCAYNE PARK</u>
Address 2	<u>UNIT REC CENTER</u>	State	<u>FL</u>
Primary Contact Name	<u>Heidi Shafran</u>	ZIP Code	<u>33161</u>
Business Phone	<u>(305) 899-8000</u>	County	
Cell Phone		Email Address	<u>villagemanager@biscayneparkfl.gov</u>
Pager Number		Primary Fax Number	
Technical Contact Name		Tech Contact On-Site?	<u>No</u>
Technical Contact Business Phone		Technical Contact Email	
Property Manager Contact Name		Property Mgr. Phone	

COMCAST BUSINESS SERVICES

Selection (X)	
Business Voice	X
Business Internet	X
Business TV	
Business Signature Support	

Service Term (Months)	36
------------------------------	-----------

COMCAST BUSINESS SERVICES DETAILS

Business Voice*

VOICE SELECTIONS	Quantity	Unit Cost	Total Cost
Full Feature Voice Lines	1	\$39.95	\$39.95
Adtl. F.F. Voice Lines w/ pkg.			
4+ Lines	0	\$24.95	\$0.00
Basic Lines	0	\$24.95	\$0.00
Fax Lines	0	\$24.95	\$0.00
Toll Free Numbers			
Equipment Fee	1	N/A	\$9.95

VOICE OPTIONS	Selection(X)	Total Cost
Voicemail	0	\$0.00
Directory Listing Suppression		
Auto-Attendant		

* Voice offers & options not available in all markets.

Business Internet*

INTERNET SELECTIONS	Selection(X)	Total Cost
Starter		
Preferred		
Other Deluxe	X	\$109.95
Equipment Fee	X	\$0.00

INTERNET SELECTIONS	Selection(X)	Non-Recurring Charge
Wireless Gateway Fee		

*Business Internet speed tier selections not available in all markets. With the exception of Basic Connect, all Business Internet speed tiers from Comcast include two(2) Microsoft Outlook email boxes for no additional charge. The Basic Connect speed tier does not include such email boxes. Additional email boxes may be purchased separately. Comcast reserves the right to change this Microsoft Outlook email offering at any time, at its sole discretion, upon written notice to Customer.

INTERNET OPTIONS	Selection(X)	Total Cost
Microsoft Outlook Office Email	X	Included
Web Hosting - Starter	X	Included
Web Hosting - Business		
Web Hosting - Commerce		
Web Hosting - Professional		
Static IP - 1		
Static IP - 5		
Static IP - 13		
Static IP - 29		
Static IP - 61		
Static IP - 125		
Static IP - 253		
Dynamic IPV6		
Xfinity Wifi Hotspot***		
Business Wifi Standard		
Business Wifi Enhanced		

* Internet selections & options not available in all markets.

*** Business Private WiFi is included with the Xfinity WiFi Hotspot unless specifically noted below in the Notes section of this Agreement.

Comcast Business Packages

Package Name:	<u>Cen:MP_D50-\$20_\$29.95BV3yr</u>
PACKAGE DESCRIPTION	
\$20 MRC Discount off Business Internet D50 (\$109.95) for discounted rate of \$89.95. \$10 MRC Discount off Business Voice FF Lines 1-3 for discounted rate of \$29.95ea. MRC Discounts roll to rate card in month 37. 3yr term required. Taxes, Usage, Fees, Equip are Extra	

Business TV*

TV SELECTIONS	Selection(X)	Total Cost
Basic		
Select		
Information & Entertainment		
Variety		
Standard		
Preferred		
Music Choice Standalone		

TV OPTIONS	Selection	Total Cost
Sports Pack**		
Music Choice W/Comcast Business		
Canales Selecto		
Other Programming		
Other Programming		
Other Programming		

TV OUTLETS	Quantity	Unit Cost	Total Cost
Additional Outlets			
HD Outlet Charges			

mini mDTA/mDTA Type	# of Outlets	NRC	MRC

* Not available in home offices or public view establishments. TV selections & options not available in all markets. Customer acknowledges and understands Customer may be responsible for additional music licensing or copyright fees for music contained in any or all of the Services, including, but not limited to Video and/or Public View Video.

** Available for Standard & Preferred TV offers only.

Business Signature Support

Subscription Plans	Quantity	Unit Cost	Total Cost
Essentials			
Preferred			
Premier			
Premier for Server			
Bolt Ons			
Cloud Back-up Add-on			

**COMCAST
BUSINESS**

BUSINESS SERVICE ORDER AGREEMENT

Account Name: Village of Biscayne Park

ID#: 7386789

COMCAST BUSINESS TOTAL SERVICE CHARGES

Comcast Business	Selection(X)	Quantity	Unit Cost	Total Cost
Installation Fee	X		\$0.00	\$0.00
Voice Activation Fee*	X		\$29.95/Line	\$29.95
Auto-Attendant Setup Fee				
Voice Jack Fee				
Toll Free Activation Fee				
Directory Listing Fee				
One Time Fix Plans				
One-Time Tech Solve				
In Wall Wiring & Setup				
1st Drop				
2 plus Drops				
Second Cable Run				
Wireless Network Setup / 1 WorkStation Setup				
Work Station Setup Add-on				
Wireless Network Setup Add-on				
Onsite Survey				
Same Day Service				
Next Day Service				

Total Monthly Service Charge	\$159.85
Promotional Code (if applicable)	B4B_4WeeksFr_BV\$29.95_WV13
Discount On Internet(if applicable)	20
Discount On Video(if applicable)	
Discount On Voice(if applicable)	10
Discount On Signature Support(if applicable)	
Total Discount	\$30.00

Total Recurring Monthly Bill:* \$129.85

* Applicable federal, state, and local taxes and fees may apply.

* Per line activation fee, up to four (4) line maximum charge.

Total Installation Charges:* \$29.95

* Does not include Custom Installation Fees.

GENERAL SPECIAL INSTRUCTIONS

Promotion Code B4B_4WeeksFr_BV\$29.95_WV13 - 1 month of Business Internet MRC waived in month 13 with purchase of Business Internet Deluxe 50 or higher and Business Voice. \$10 MRC Discount off Business Voice Full Featured Lines 1-3 for discounted rate of \$29.95ea. BV MRC Discount rolls to rate card at end of original term. Standard Installation Waived: minimum 2Play with D50 or higher required. Minimum 2 year term required. Taxes, Usage, Fees and Equipment extra.

**COMCAST
BUSINESS****BUSINESS SERVICE ORDER AGREEMENT**Account Name: Village of Biscayne ParkID#: 7386789**CUSTOMER BILLING INFORMATION**

Billing Account Name	<u>Village of Biscayne Park</u>	City	<u>BISCAYNE PARK</u>
Billing Name (3rd Party Accounts)	_____	State	<u>FL</u>
Address 1	<u>640 NE 114th St</u>	ZIP Code	<u>33161</u>
Address 2	_____	Billing Contact Email	_____
Billing Contact Name	<u>Wendy Hernandez</u>	Billing Contact Phone	<u>(305) 899-8000</u>
Tax Exempt?*	<u>Yes</u>	Billing Fax Number	_____

* If yes, please provide and attach tax exemption certificate.

AGREEMENT

1. This Comcast Business Service Order Agreement sets forth the terms and conditions under which Comcast Cable Communications Management, LLC and its operating affiliates ("Comcast") will provide the Services to Customer. This Comcast Business Service Order Agreement consists of this document ("SOA"), the standard Comcast Business Terms and Conditions ("Terms and Conditions"), and any jointly executed amendments ("Amendments"), collectively referred to as the "Agreement". In the event of inconsistency among these documents, precedence will be as follows: (1) Amendments, (2) Terms and Conditions, and (3) this SOA. This Agreement shall commence and become a legally binding agreement upon Customer's execution of the SOA. The Agreement shall terminate as set forth in the Terms and Conditions (<http://business.comcast.com/terms-conditions/index.aspx>). All capitalized terms not defined in this SOA shall reflect the definitions given to them in the Terms and Conditions. Use of the Services is also subject to the then current High-Speed Internet for Business Acceptable Use Policy located at <http://business.comcast.com/terms-conditions/index.aspx> (or any successor URL), and the then current High-Speed Internet for Business Privacy Policy located at <http://business.comcast.com/terms-conditions/index.aspx> (or any successor URL), both of which Comcast may update from time to time.

FOR SIGNATURE SUPPORT CUSTOMERS ONLY: Instead of the Comcast Business Terms and Conditions, your Agreement includes the Signature Support Terms and Conditions available at <http://business.signaturesupport.comcast.com/terms-and-conditions.html>.

2. Each Comcast Business Service ("Service") carries a 30 day money back guarantee. If within the first thirty days following Service activation Customer is not completely satisfied, Customer may cancel Service and Comcast will issue a refund for Service charges actually paid by Customer, custom installation, voice usage charges, and optional service fees excluded. In order to be eligible for the refund, Customer must cancel Service within thirty days of activation and return any Comcast-provided equipment in good working order. In no event shall the refund exceed \$500.00.

FOR SIGNATURE SUPPORT CUSTOMERS ONLY: The guarantee is applicable only to Signature Support subscription plans. If you use the service in the first 30 days, you will be refunded your subscription fees, but charged the applicable one-time fee.

3. IF CUSTOMER IS SUBSCRIBING TO COMCAST'S BUSINESS VOICE SERVICE, I ACKNOWLEDGE RECEIPT AND UNDERSTANDING OF THE E911 NOTICE:

E911 NOTICE

Comcast Business Voice service ("Voice") may have the E911 limitations specified below:

- In order for 911 calls to be properly directed to emergency services using Voice, Comcast must have the correct service address for the Voice Customer. If Voice is moved to a different location without Comcast's approval, 911 calls may be directed to the wrong emergency authority, may transmit the wrong address, and/or Voice (including 911) may fail altogether.
- Voice uses electrical power in the Customer's premises. If there is an electrical power outage, 911 calling may be interrupted if the battery back-up in the associated multimedia terminal adapter is not installed, fails, or is exhausted after several hours.
- Voice calls, including calls to 911, may not be completed if there is a problem with network facilities, including network congestion, network/equipment/power failure, or another technical problem.
- Comcast will need several business days to update a Customer service address in the E911 system. All change requests and questions should be directed to 1-800-391-3000. USE OF VOICE AFTER DELIVERY OF THIS DOCUMENT CONSTITUTES CUSTOMER ACKNOWLEDGEMENT OF THE E911 NOTICE ABOVE.

4. To complete a Voice order, Customer must execute a Comcast Letter or Authorization ("LOA") and submit it to Comcast, or Comcast's third party order entry integrator, as directed by Comcast.

5. New telephone numbers are subject to change prior to the install. Customers should not print their new number on stationery or cards until after the install is complete.

6. Modifications: All modifications to the Agreement, if any, must be captured in a written Amendment, executed by an authorized Comcast Senior Vice President and the Customer. All other attempts to modify the Agreement shall be void and non-binding on Comcast. Customer by signing below, agrees and accepts the Terms and Conditions of this Agreement.

CUSTOMER SIGNATURE

By signing below, Customer agrees and accepts the Terms and Conditions of this Agreement. General Terms and Conditions can be found at <http://business.comcast.com/terms-conditions/index.aspx>.

Signature: _____

Print: Heidi Shafran

Title: _____

Date: _____

FOR COMCAST USE ONLYSales Representative: William Scarince

Sales Representative Code: _____

Sales Manager/Director: Regina Rowley

Sales Manager/Director: _____

Division: CentralLead ID: 7386789



Village of Biscayne Park Commission Agenda Report

Village Commission Meeting Date: April 1, 2014

Subject: Resolution 2014-32

Prepared By: Maria Camara, Village Clerk

Sponsored By: Staff

Background

The Village of Biscayne Park Police Department utilizes Miami Dade County's 700/800 MHz Regional Radio System for voice radio communications. The County has updated its system and is requiring all law enforcement agencies to upgrade to this system by April 15, 2014. Additionally, the County requires that the Village of Biscayne Park Police Department enter into a Memorandum of Understanding.

Fiscal/Budget Impact

None. All current radios utilized by the department are compatible to the updated system.

Staff Recommendation

Approval of Resolution 2014-32.

April 1, 2014

Commission Agenda Report

Resolution 2014-32

Attachments

Resolution 2014-28

Memorandum of Agreement between the Village of Biscayne Park and Miami Dade
County

1
2
3 **RESOLUTION NO. 2014-32**
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5 **A RESOLUTION OF THE VILLAGE COMMISSION**
6 **OF THE VILLAGE OF BISCAYNE PARK, FLORIDA,**
7 **AUTHORIZING THE VILLAGE MANAGER TO**
8 **EXECUTE THE MEMORANDUM OF**
9 **UNDERSTANDING BETWEEN THE VILLAGE OF**
10 **BISCAYNE PARK AND MIAMI DADE COUNTY**
11 **PERTAINING TO THE COUNTY REGIONAL RADIO**
12 **SYSTEM UTILIZED FOR LAW ENFORCEMENT**
13 **COMMUNICATIONS; PROVIDING FOR AN**
14 **EFFECTIVE DATE**
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17 WHEREAS, it is the Village of Biscayne Park Police Department's mission to
18 protect life and property, prevent crime and reduce the fear of crime in the Village, which
19 includes being adequately equipped; and
20

21 WHEREAS, as part of their necessary equipment, the Police Department utilizes the
22 Miami Dade County 700/800 MHz Regional Radio System for voice radio communications;
23 and
24

25 WHEREAS, the County has upgraded their system which will require all law
26 enforcement agencies to upgrade to this system by April 15, 2014; and
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29 WHEREAS, the Village Commission finds it to be in the best interests of the
30 residents of the Village of Biscayne Park to authorize the Village Manager to execute the
31 Memorandum of Agreement between the Village of Biscayne Park and Miami Dade County
32 as it relates to the use of the County Regional Radio System utilized for law enforcement
33 communications.
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36 **NOW THEREFORE BE IT RESOLVED BY THE VILLAGE COMMISSION**
37 **OF THE VILLAGE OF BISCAYNE PARK, FLORIDA, THAT:**
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40 **Section 1.** The foregoing "WHEREAS" clauses are true and correct and hereby
41 ratified and confirmed by the Village Commission.
42

43 **Section 2.** The Mayor and Commission of the Village of Biscayne Park, Florida, hereby
44 authorize the Village Manager to execute the Memorandum of Agreement between the
45 Village of Biscayne Park and Miami Dade County as it relates to the use of the County
46 Regional Radio System utilized for law enforcement communications. The Memorandum
47 of Agreement, in substantial form, is attached and incorporated by reference into this
48 resolution as exhibit 1.
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50 **Section 3.** This Resolution shall become effective upon adoption.
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52 PASSED AND ADOPTED this ____ day of _____, 2014.

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

David Coviello, Mayor

Attest:

Maria C. Camara, Village Clerk

Approved as to form:

John J. Hearn, Village Attorney

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

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE VILLAGE OF BISCAYNE PARK
AND
MIAMI-DADE COUNTY**

This Memorandum of Understanding is made this _____ day of _____, 20__, between the Village of Biscayne Park by and through its department, the Biscayne Park Police Department (hereinafter "AGENCY"), and Miami-Dade County by and through its departments, the Information Technology Department (hereinafter, ITD) and the Miami-Dade Police Department (hereinafter, MDPD). This agreement will be implemented under the partnership of the Miami-Dade Police Department, which operates these systems in the performance of its law enforcement responsibilities for the County, and the Information Technology Department, which manages the radio channels for the County (as the licensed user).

WHEREAS Miami-Dade County (County) formally establishes a Memorandum of Understanding (MOU) with the AGENCY allowing it to utilize the County 700/800 MHz Regional Radio System for voice radio communications, the County imposes certain protocols, procedures, and obligations upon jurisdictions hereby authorized to use County-licensed radio channels. The parties hereto agree to the requirements detailed in this MOU.

The parties shall follow all policies and standard operating procedures in place at the time of this agreement as well as those developed in the future and issued by ITD.

Definitions

- a) AGENCY- Authorized entity utilizing County 700/800 MHz Regional Radio System to conduct Law Enforcement communications.
- b) Encryption - The process of encoding messages in such a way that eavesdroppers or hackers cannot read it, but authorized parties can.
- c) LMR – Land Mobile Radio.
- d) Personality Lock – A P25 feature to restrict access to radio personality stored in the unit.
- e) Authorized Reseller – Equipment reseller authorized to perform repairs, sales, training, support, and programming of radios.
- f) LID – Logical Identification
- g) RF – Radio Frequency

ITD Responsibilities as related to the County Radio system:

- Provide 24/7 support to radio infrastructure related emergencies. Restore services to 700/800 Radio Infrastructure including equipment, environmental systems, towers, antennas, county-wide microwave system, and operating system software.
- Provide maintenance, troubleshooting, repairing, upgrading, replacing, and servicing all 700/800 Radio infrastructure hardware and software applications.
- Physical and logistical security of sites, radio system and network.

- Perform preventive system maintenance and administration per vendor's recommendations.
- Provide back-up communication services in the event of an emergency on the 700/800 Radio system.
- Create and coordinate communications talk groups.
- Monitor systems for capacity and performance issues and take corrective action to mitigate problems affecting capacity and/or performance.
- Manage all applicable Federal Communications Commission (FCC) licenses authorized to the County.
- Prepare bids and Request for Proposal (RFP) documents for the procurement of goods and services relating to radio communications technology.
- Prepare and maintain all system documentation.
- Evaluate new technology for possible cost reduction or service enhancements.
- Set and maintain standards of "Approved Equipment" that access County radio systems.
- Identify and correct private carrier Radio Frequency (RF) related interferences affecting public safety systems.

ITD Services provided at additional costs:

- Maintenance & support of AGENCY microwave or land line link used to connect AGENCY system to the County network.
- AGENCY Dispatch Consoles maintenance & repairs.
- Purchase of new radio equipment including software-licensing requirements by manufacturers for software installed in the field subscriber equipment including but not limited to portable radios, mobile radios, control stations, and dispatch consoles.
- Radio Depot maintenance and repairs of subscriber radios, control stations, dispatch consoles, or other terminal devices that connect to the County 700/800 MHz systems.
- Installation services.
- Drive-in repair service.
- AGENCY may exercise an option to have all radio repairs completed by the ITD Radio Shop at mutually agreed to terms.

While operating on the County Public Safety 700/800 MHz radio system, AGENCY is subject to the following guidelines:

1. Use shall be limited solely to communications relating to matters of law enforcement.

2. The use of frequencies on the Miami-Dade Regional Public Safety Network requires strict encryption adherence.
3. Be on the Look Out (BOLOs) or active emergencies, which need to be broadcasted across shared talk groups, will require the approval of the approved active dispatcher via an intercom connection. If the talk groups are patched, each agency may request the release of the patch and the other will honor it.
4. AGENCY agrees to comply with all County enforcement actions required by policy or procedure for misuse or abuse of the radio system.
5. AGENCY agrees to use the Personality Lock feature on all LMR subscriber radios connecting to the County Radio System to prevent unauthorized users from programming radios or accessing the system.
6. AGENCY agrees that encryption keys remain under the control of MDPD, managed by ITD, and shall not be shared with private contractors without prior consent from the County.
7. Use of the County Radio System shall be limited solely to communications relating to matters of law enforcement. Proper FCC and County radio protocols must be adhered to at all times.
8. AGENCY must obtain written authorization from ITD in order to utilize "other agency" Talk Groups on AGENCY radios. This authorization will be communicated to ITD Radio Administration prior to programming Talk Groups into subscriber radio equipment. All radio personality changes/modifications must be approved by ITD prior to deployment. New Talk Group names, Aliases, and LIDs must be assigned by ITD prior to changing, adding, or deleting subscriber equipment on the County system. All radio personality changes/modifications must be approved by ITD prior to deployment. New Talk Group names, Aliases, and LIDs must be assigned by ITD prior to changing, adding, or deleting subscriber equipment on the County system.
9. AGENCY shall not utilize duplicate LID numbers already issued to a specific subscriber radio including retiring subscriber equipment. All change requests must be communicated to ITD. AGENCY is not authorized to program radios for any other County agency or municipality having radios connected to the County Public Safety Radio System.
10. AGENCY will only utilize LIDs/ID numbers assigned by ITD as part of this agreement. AGENCY shall provide ITD with a list of personnel authorized to request activation or deactivation to existing subscriber units or adding new subscriber radios.
11. In the course of sharing information, AGENCY may receive certain access codes, frequencies, system parameters, etc., to the County's 700/800 MHz radio system to enable the talk groups to be programmed into their subscriber equipment. The access code and other information are to be treated as confidential information and AGENCY is responsible for safeguarding the code information from release. AGENCY is not authorized to release this information to anyone including outside agencies, non-AGENCY employees, internet blogs, web sites, publications or to amateur radio operators or amateur radio clubs.

12. All written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by ITD will be kept confidential by AGENCY and will not be disclosed to any other party, directly or indirectly, unless such disclosure is required by law or lawful order. In no case shall the information be released without ITD's prior written consent. All of the information as described above shall be and remains the County's property and may only be reproduced or distributed with written permission of ITD on behalf of Miami-Dade County.
13. Access and programming codes will only be released to service staff employed by ITD Radio Communications Division who has received factory training in programming radios. AGENCY agrees to initiate action against the respective employee if the employee releases this confidential radio information.
14. ITD may approve programming of subscriber equipment by an authorized reseller or manufacturer of subscriber equipment compatible on the County Radio System upon review of whether the contract terms between the AGENCY and the commercial service provider, are adequate to protect the County's 700/800 MHz Regional Radio System from misuse, harm, or release of access and programming codes and radio use.
15. Programming of radio personalities including original, changes, deletions, or modifications to radios operating on the County system will be performed by service staff employed by ITD Radio Communications Division who have received factory training in programming radios.
16. AGENCY will be responsible for ensuring that the commercial service provider adheres to the terms of this agreement pertaining to the proper use of access/programming codes and radio use.
17. AGENCY agrees to take responsibility for all equipment connected to the County Radio System by ensuring that the necessary measures are taken to safeguard the equipment from loss, theft, or damage.
18. AGENCY agrees that use of the 700 MHz system is only for unencrypted special and emergency events as authorized by the MDPD and ITD. Prioritized use of the 700 MHz Intercity System is limited to the following forms of use:
 - a. Emergency or urgent operation involving imminent danger to life or property.
 - b. Disaster or extreme emergency operation requiring extensive interoperability and inter-agency communications.
 - c. Pre-planned Special events.
 - d. Joint training exercises.
 - e. Inter-agency communications.
 - f. Catastrophic failure of the County's 800 MHz system.
 - g. Communications with agencies not on MDC System.
19. During the annual Miami-Dade County Radio Inventory, a physical inspection of all County-loaned assets may be necessary and such inspections shall be allowed by AGENCY. Additionally, each agency will provide a database file, which will be used for reconciliation purposes.
20. AGENCY will be responsible for maintaining a current account of all personnel who are assigned and possess a radio that operates on the County 700/800 MHz Radio System and to forward that information within 24 hours or as reasonably as possible to the

Miami-Dade County Information Technology Department, Radio Shop at 305-596-8900 for proper aliasing of the radio. AGENCY will also provide a 24/7 contact point for the MDPD Shift Commander in the event that there is an emergency declared on the radio. All verbal communications shall be confirmed in writing.

21. In the event that a radio programmed with the 700/800 MHz personality is lost, stolen, or missing, the ITD Radio Administrator shall be notified immediately at (305) 596-8176 outside of normal working hours and (305) 596-8900 during normal working hours. ITD Radio System management personnel will disable the affected radio.
22. AGENCY will be responsible for all programming, maintenance, and/or repair costs to any radio equipment owned by AGENCY. Private contractors hired to perform the services described above, will be required to sign an agreement not to disclose the radio personalities the AGENCY is authorized to utilize.
23. AGENCY agrees not to sublet their subscriber radios with the County template to any individual, agency, or organization without prior written consent from ITD Radio Communications.
24. Private calls shall not be allowed under any circumstances on the County radio system.
25. ITD shall be advised within 24 hours when new radios are added or deleted by AGENCY. This notification is required to be made in writing. ITD will acknowledge receipt of the request within 24 hours in writing as well.
26. ITD Radio Management personnel will develop the County radio personality, which will not be altered or changed when issued to AGENCY. Radio personalities must be mutually agreed by AGENCY and ITD before being loaded into any AGENCY radio. All minor changes and global changes will be completed in a mutually agreed time frame. As it relates to changes, the time frames are reciprocal to both agencies. AGENCY agrees to follow proper FCC and County radio protocols at all times.
27. Approval of additional radio unit activation shall include but not be limited to the outcome of Grade of Service (GOS) studies, which shall be performed by the County's Radio Communications Division of ITD. The GOS is a way of assuring that the additional devices will not adversely affect current communications on the County system.
28. At the County's sole discretion, improper use of radio that is discovered as affecting system performance or in an unauthorized manner may result in the suspension of subscriber radio or console. AGENCY management will be notified immediately upon discovery of improper radio use in writing.
29. AGENCY shall not perform two-way radio interconnecting or connecting subscriber radios and/or system Gateways, conventional or Internet Protocol (IP) based, to other radio systems, telephone systems, cellular systems, or any other communication system with the County 700/800 MHz Radio System without prior written approval by ITD Radio Communications Division.
30. AGENCY shall not connect 700/800 MHz radio system audio to any external source including telephony, or internet for monitoring purposes.
31. Only equipment authorized by ITD is approved to operate on the MDC 700/800 MHz P25 systems. In order for equipment to be added to the authorization list, equipment

must undergo testing to ensure its compatibility and its impact on the system and the other users. Currently, the following radio types are authorized for use on the County system:

- a. Harris P5100 / P5400 800 MHz
- b. Harris P7100 / M7100 800 MHz
- c. Harris P7200 / M7200 700/800 MHz
- d. Harris P7300 700/800 MHz
- e. Harris M7300 700/800 MHz
- f. Harris Unity Multi-Band

32. Any other radio subsequently approved by ITD must adhere as indicated below in "a" and "b" to ITD's testing methodology and programming specifications as defined for each type of subscriber radio equipment prior to putting equipment into actual operation.

- a) Provide ITD with four test radios for testing and certification of operation.
- b) Provide ITD including all costs associated with programming software, cables, keys, etc., offered by manufacturer to program subscriber equipment.

Special Requirements:

Not Applicable (N/A) will be indicated for each requirement not exercised.

1. AGENCY is responsible for the cost and support to maintain and operate their own radio infrastructure.
2. Agency is authorized to interface the AGENCY P25 system via standard PD Link to the County's 700/800 MHz trunked radio communications system.
3. Exclusive use and the number of talkgroups used by AGENCY are approved in accordance with MDPD and ITD concurrence and vary from one agency to another.
4. MDPD will allot working space within the Integrated Command Facility Building for Agency to AGENCY to establish a remote backup site for their operations, in the event of an emergency or other situation that renders their site inoperable. The cost of connecting to any AGENCY specific application would be funded by AGENCY.

This MOU is not intended, and should not be construed, to create any right or benefit, substantive or procedural, enforceable by law or otherwise by any third party against the Parties, the United States, the State of Florida, Miami-Dade County, or the officers, employees, agents, or other associated personnel thereof.

To the extent permitted by law and as limited by §768.28, Florida Statutes, each party shall assume the liability arising from acts taken by its personnel pursuant to this MOU. In no event shall a party be liable for acts, omissions, or conduct of the officers, employees or agents of the other participating party of this MOU and neither party intends a waiver of sovereign immunity or the limits provided by §768.28, Florida Statutes.

Agency Name: Biscayne Park Police Department

Signature

Date: _____

Ray Atesiano, Chief
Print Name and Title

Signature

Date: _____

Print Name and Title

Miami-Dade County



Carlos A. Gimenez, Mayor

Date: 2/19/14

Information Technology Department



Angel Petisco, Director

Date: 1/30/2014

Miami-Dade Police Department



J.D. Patterson, Director

Date: 1/27/14





Village of Biscayne Park Commission Agenda Report

Village Commission Meeting Date:	April 1, 2014
Subject:	Solid Waste Collection Services RFP
Prepared By:	Heidi Shafran, AICP, Village Manager
Sponsored By:	Staff

BACKGROUND

The Village of Biscayne Park has a general fund that is primarily dependent on residential property tax revenue which has limitations in regards to increases. This limits the expected increases to the general fund each year and places a burden on residents' ad valorem taxes. Additionally, the Village has a millage rate of 9.7 mils and cannot exceed 10 mils. In essence, the Village's operating budget can only increase by approximately \$39,000 before meeting the 10 mil cap. The trend in the Village the last two years has been to increase the millage. The Administration has begun to explore ways in which to diversify the Village's revenue stream, increase property values, maintain or lower the millage rate and build the unfunded reserve balance ("reserves"). To achieve these goals while ensuring survival of the Village, the future operations of the Village will have to be efficiently improved.

One such area that needs to be improved is the collection of solid waste (garbage, trash and recycling). The risks associated with continuing operation of outdated sanitation trucks will have a major impact on the costs of operations of sanitation services provided by the Village of Biscayne Park and the overall safety of the operation of the sanitation fleet.

Staff has undertaken a study to determine the costs and benefits to maintain Village collection services or to outsource this service to a private provider.

At its January 7, 2014 meeting, the Village Commission authorized Staff to seek proposals through the Request for Proposal (RFP) process for garbage, trash and recycling collection services.

The RFP asked all responders to provide a fee for the following collection methods:

- Solid Waste Collection Option No. 1: Same service that residents currently receive but reducing the number of total days of trucks on Village roads to 3 days during the week.

April 1, 2014

Commission Agenda Report

Village Manager Recommendation regarding RFP 2014-01 - Outsourcing of Garbage and Trash Collection Services

- Solid Waste Collection Option No. 2: Automated service, i.e. one-arm bandit apparatus or the equivalent.
- Solid Waste Collection Option No. 3: Contractor to propose their method of solid waste collection services, if different than what is specified in options 1 and 2 that will best meet the Village's objectives and utilizing their experience and familiarity with the demographics of communities similar to the Village of Biscayne Park.
 - Proposals that promote a reduced carbon footprint were encouraged.

The RFP also directed all responders to expand on the following categories:

- Firm Qualifications
- Address ability to hire Village employees
- Litigation and Enforcement Proceedings
- Quality Control Plan
- Costs for the Contractor's Services
- Operations Plan
- Management Staff and Operations Plan
- Standards for Quality Performance
- Customer Service and Operations Plan
- Customer Service/Complaint Plan
- Community Involvement Efforts
- Equipment and Plan

The following four (4) companies responded to the RFP:

- Republic Services of Florida, LP
- Southern Waste Systems, LLC
- Waste Management, Inc.
- Waste Pro of Florida, Inc.

A RFP Selection Review Committee was convened on February 20, 2014. The Committee was comprised of the Assistant to the Village Manager/Public Services Director, Village Finance Director, Village Sanitation Supervisor, a Resident and the El Portal Village Manager. The Committee reviewed proposals from all four (4) responders. Upon review and discussion the Selection Committee selected Southern Waste Systems and Waste Pro as the two top ranked companies to present to the Committee at a later date.

On February 26, 2014 the Committee reconvened to review presentations from Southern Waste Systems and Waste Pro. During the presentations, the Committee asked questions of the presenters. At the conclusion of the meeting, the Selection Committee forwarded Waste Pro as the recommendation to the Village Manager.

The method proposed by Waste Pro that is most similar to the current method of collection services is as follows:

- Garbage (household waste)
 - Twice a week manual/non mechanical pick up of garbage on Mondays and Thursdays.
 - Residences provide their own container(s), not to exceed forty (40) gallons in capacity.

April 1, 2014

Commission Agenda Report

Village Manager Recommendation regarding RFP 2014-01 - Outsourcing of Garbage and Trash Collection Services

- Trash and Yard Waste
 - Once a week manual/non mechanical pick up of trash and yard waste (vegetative waste).
 - 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.
- Recycling
 - Once a week pick up of recyclable materials.
 - Residents place their contractor provided container out on the curb for pick up.
- Upon completing each collection, contractor shall properly replace all containers and dumpsters and leave the premises in a litter-free and sanitary condition.
- Provide before and after storm pick-up.
- Per Contract: Hire Village Staff. (Village will maintain 3 Public Works employees for medians, roads, etc.)
- And all other requirements specified in RFP.

The proposal from Waste Pro for the above method of collection services is a lump sum fee of \$388,933.00. In addition to this fee, the Village may impose an additional franchise fee to be paid directly by Waste Pro. This franchise fee will be considered revenue to the Village and may be used in the General Fund or added to the Village's unfunded reserve balance –“reserves”.

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.

Currently, the Village of Biscayne Park provides its own solid waste collection service, and a contractor provided curbside recycling program (Miami Shores). The Village services 1,298 residents detailed as follows:

- 850 single family residences
- 211 duplexes (422 residences)
- 3 tri-plex (9 residences)
- 3 four-plex (12 residences)
- 1 five-plex (5 residences)

These 1,298 residences are provided the following services:

- Twice a week pick up of garbage

April 1, 2014

Commission Agenda Report

Village Manager Recommendation regarding RFP 2014-01 - Outsourcing of Garbage and Trash Collection Services

- Once a week pick up of trash and yard waste (vegetative waste). Residents place either their container or pile out on the curb for pick up.
- Once a week pick up of recyclable materials. Residents place their contractor provided bin(s) on the curb for pick up.

Per Village Ordinance, each residential unit shall have a sufficient number of garbage cans or approved containers, not to exceed forty (40) gallons in capacity, to accommodate all garbage, leaves, and grass cuttings.

The current schedule for twice a week pick up of garbage is:

- One half of the Village is picked up on Mondays and Thursdays
- One half of the Village is picked up on Tuesdays and Fridays

The current schedule for once a week trash and yard waste service is based on five zones, with collection trucks servicing one zone on each day of the week.

The current schedule for once a week pick up of recyclable materials is Wednesdays for the entire Village.

Per Village Ordinance, non-residential use sites and multi-family assessed properties with six (6) or more units on a site are required to contract with a Miami-Dade County approved contractor. Within the Village, there are: One (1) non-residential use site and two (2) twelve-unit buildings.

The current sanitation fleet is comprised of three (3) sanitation trucks from 2001, 2003, and 2007 and one flatbed truck from 2002. Due to the age of our sanitation trucks, increase in repair and maintenance costs will only continue to increase yearly. This fiscal year, the repair and maintenance line item in the sanitation budget is expected to surpass the amount budgeted. Such increases are not unexpected as aging trucks require more maintenance and will have operational challenges the longer it ages. Some of our older sanitation trucks in the fleet have outlived their useful life expectancy. Furthermore, the risks associated with continuing operation of outdated sanitation trucks will have a major impact on the costs of operations of sanitation services provided by the Village of Biscayne Park and the overall safety of the operation of the sanitation fleet.

The Village's current solid waste management fee assessment is \$572.00 per residential unit. In order to maintain Village Services, the assessment would have to be increased to accommodate the following:

- Purchase of new collection trucks
 - Current fleet: 2001, 2002, 2003 and 2007
 - Damage to beds – leakage and loss of contents on roads
- Fill vacant positions

April 1, 2014

Commission Agenda Report

Village Manager Recommendation regarding RFP 2014-01 - Outsourcing of Garbage and Trash Collection Services

- Currently pull from Assistant Public Works Director, Recreation/Field Maintenance, Medians and Assistant to the Village Manager to cover routes and services.
- Increase starting pay
 - Current bargaining unit contract specifics starting pay at \$7.25/\$7.93 (Laborer) or \$8.25 (Driver)
 - Village Manager has negotiated future starting pay at a rate equal to less than the lowest current paid employee (= or < \$10.75)
 - Miami Dade Living Wage is \$12.23.
- Affordable Care Act fees and higher healthcare premiums
 - Expected 25% increase
- Increase in fuel costs
- Budget depreciation of truck values in order to save for future replacement trucks
- Public Education program for recycling benefits
 - Generate less tipping fees
 - Carbon Footprint
- Possible creation of capital improvement fund due to collection truck damage to roads and drainage.

The following four options have been crafted by Staff as a result of the Community Workshops and Listening Sessions: (See Exhibit A)

- Option A – Trash, Garbage & Recycling collection handled by private provider / Franchise Fee to Reserves or General Fund – Estimated \$446 (decrease of \$126, or 28%, for the amount paid by property owners for each residential unit)
- Option B -- Trash, Garbage & Recycling collection handled by private provider / Capital Improvements Fund / Franchise Fee to Reserves or General Fund – Estimated \$572 (no change in the amount paid by property owners for each residential unit)
- Option C – In-House Trash & Garbage collection / Miami Shores Recycling / Purchase of Two Collection Trucks / Save for Future Equipment Purchases – Estimated \$717 (increase of \$145, or 25%, for the amount paid by property owners for each residential unit)
- Option D -- In-House Trash, Garbage & Recycling (recycling beginning in 2016) collection / Purchase of Two Collection Trucks / Capital Improvements Fund / Save for Future Equipment Purchases – Estimated \$930 (increase of \$358, or 63%, for the amount paid by property owners for each residential unit)

April 1, 2014

Commission Agenda Report

Village Manager Recommendation regarding RFP 2014-01 - Outsourcing of Garbage and Trash Collection Services

Staff Recommendation

Based on the following analysis and in the interest of the best long-term solution for the Village, Staff recommends the Village Commission proceed with negotiating a contract with Waste Pro of Florida, Inc.

Recognizing that this is a complex and difficult matter, Staff has studied this issue from all perspectives including financial sustainability, longevity of the Village, equipment and methods used in the delivery of services, consideration of current Village sanitation employees and community feedback.

The Administration understands that this is a difficult decision for the Village Commission. A review of a financial projection of the Village budget and the knowledge of limited growth opportunities within the Village, demonstrates that the Village will need to take immediate steps that create additional revenue and financial control for continued self-sufficiency.

The following analysis was used in the crafting of the Village Manager's recommendation:

Financial Sustainability and Longevity of the Village

- The proposed contract price by Waste Pro will allow the Village to maintain the current solid waste management fee assessment at \$572.00 (annually/per resident) while funding much-needed current and future capital improvements to the roads and drainage system that are impacted by the collection trucks. It is projected that these capital improvements will help raise property values which in turn will continue to offset increases to the millage rate.
- The Village can negotiate within the contract a franchise fee that is paid to the Village by the private provider and will be applied directly to the general fund which will allow the Village to have more control of its revenue stream. This additional and stable revenue stream will offset Village operating costs and provide money to the unfunded reserve balance mitigating the burden to the residents.
- The contracting of solid waste collection will allow the Village to repurpose the current Public Works facility for use by the Village Police Department. The current location of police operations poses safety issues for employees in regards to persons being detained for crimes. While, the Village is hopeful that the State of Florida will provide funding for the construction of a Public Safety Complex, there is uncertainty in the availability of these State funds. Additionally the Village pays a rental fee, electricity, telephone and internet every month for the use of the Police trailer due to limited space at Village Hall. The removal of the trailer will also improve the appearance of the vacant parcels behind Village Hall.
- The contracting of solid waste collection creates an opportunity to improve the delivery of other services that improve the Village. One such example is as follows: Currently employees in

April 1, 2014

Commission Agenda Report

Village Manager Recommendation regarding RFP 2014-01 - Outsourcing of Garbage and Trash Collection Services

the Roads and Median Division have to support the Sanitation Division during absences and other instances. If solid waste collection was to be handled by a private provider, the remaining public works employees (three) would attend to the maintenance and mowing of the medians. This service currently costs the Village \$27,000. By eliminating this cost, the Village can address other needed projects or offset increases to the millage rate.

- A similar private provider contract with a neighboring municipality states that the contract price will not change for the five year term of the contract. Contracting solid waste collection will provide Village residents with predictability for at least five years in the solid waste management fee assessment. This predictable revenue to the assessment will allow the Village to engage in professional and significant long-term capital improvement planning. If the Village was to maintain services, in order to accommodate cost of living increases mandated by the collective bargaining unit and increase fuel and operating costs, the assessment would need to be raised every year.

Equipment and Methods of Delivery of Services

- The use of a private provider will allow the Village to modernize and streamline its solid waste collection with no financial impact to the residents. Additionally, there will be a single provider for all solid waste collection --trash, garbage, and recycling. Ideally, this collection, including recycling, will be done by employees familiar to Village residents.
- The proposed method of collection will reduce the number of days trucks are on Village roads and improve the curbside aesthetics of the Village.
- The use of a private provider will eliminate the direct cost burden to the residents for the replacement of collection trucks now and in the future.

Current Village Sanitation Employees

- Upon listening to the presentations by Waste Pro and consulting with a City Manager of a neighboring municipality who transitioned his workforce to Waste Pro, Staff feels confident that employment with Waste Pro will have a positive impact on current sanitation employees if they choose to accept an offer of employment from Waste Pro. Waste Pro, as a private company, has a more stable financial outlook for the employees.
- The Village has received a commitment from Waste Pro to employ Village employees that meet the minimum employment standards such as drug and background checks (consistent with Village standards). Additionally, Staff has reviewed the North Miami contract with Waste Pro which includes the following language:
 - “Contractor agrees to hire and retain for the term of this Agreement, subject to Contractor’s job performance standards, a minimum of twenty-one (21) of the City’s current twenty-six (26) employees. Such employment shall be on a full-time basis (consisting of at least 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 the current employees’ wages with the City.”

April 1, 2014

Commission Agenda Report

Village Manager Recommendation regarding RFP 2014-01 - Outsourcing of Garbage and Trash Collection Services

- The Village has received a commitment from Waste Pro to employ Village employees on the Village route which will maintain familiar employees in the Village.

Community Feedback

- Staff engaged with Village residents at two Community Workshops and Listening Sessions. At these sessions residents were given an opportunity to view presentations by Village Staff and Waste Pro, ask questions and express their opinions. At the end of each workshop participants were asked to partake in a non-binding opinion poll. The results of the poll are as follows:
 - *Fourteen (14) -- Outsource Garbage and Trash Collection Services*
 - *Fifteen (15) -- Maintain Garbage and Trash Collection Services with increase in Assessment*
 - *One (1) -- No Opinion*

Attachments

- Exhibit A: Graphic of Option A, B, C, & D
- Solid Waste Collection Services RFP
- Solid Waste Collection Services RFP Response Sheets

Exhibit A

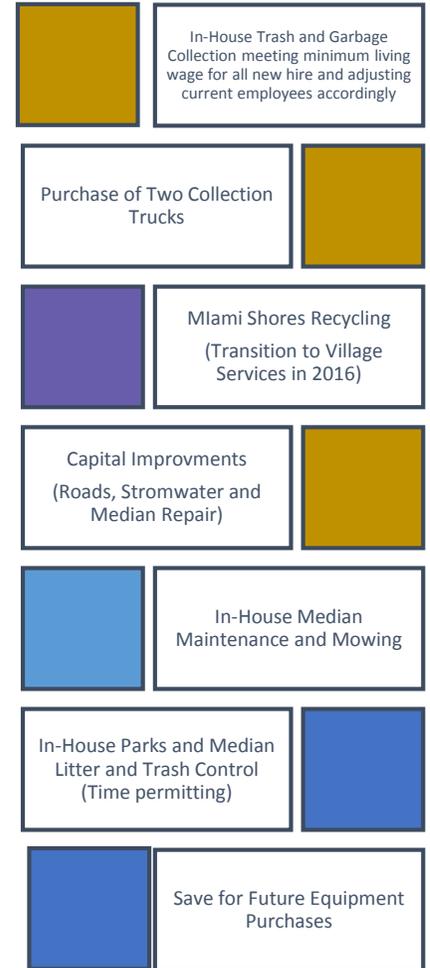
Estimated \$572
No increase for possible 5 years



B

Trash, Garbage & Recycling collection handled by private provider / Capital Improvements Fund / Franchise Fee to Reserves or General Fund

Estimated \$930
Annual increase expected



D

In-House Trash, Garbage & Recycling (recycling beginning in 2016) collection / Purchase of Two Collection Trucks / Capital Improvements Fund / Save for Future Equipment Purchases

Estimated \$717
Annual increase expected



C

In-House Trash & Garbage collection / Miami Shores Recycling / Purchase of Two Collection Trucks / Save for Future Equipment Purchases

Estimated \$446
No increase for possible 5 years



A

Trash, Garbage & Recycling collection handled by private provider / Franchise Fee to Reserves or General Fund



RFP NO: 2014-01

January 13, 2014

The Village of Biscayne Park, Florida, hereinafter referred to as VILLAGE, will receive sealed Proposals at the office of the Village Clerk, 640 NE 114th Street, Biscayne Park, Florida 33161, for furnishing the services described below:

SOLID WASTE COLLECTION SERVICES (EXCLUSIVE VILLAGEWIDE FRANCHISE)

Sealed Proposals must be received and time stamped in by the Village Clerk, either by mail or hand delivery, no later than 5:00 p.m. local time on Thursday, February 13, 2014. A public opening will take place at 10:00am at the Ed Burke Recreation Center, 11400 NE 9th Court, Biscayne Park, Florida 33161 on Friday, February 14, 2014. Any Proposals received after 5:00 p.m. local time on said date will not be accepted under any circumstances. Any uncertainty regarding the time a Proposal is received will be resolved against the Bidders.

Proposals are subject to the attached Standard Terms and Conditions contained in the GENERAL CONDITIONS AND INSTRUCTIONS TO CONTRACTORS.

VILLAGE reserves the right to reject any or all Proposals, to waive any informalities or irregularities in any Proposals received, to re-advertise for Proposals, to award in whole or in part to one or more Contractor's, or take any other such actions that may be deemed to be in the best interests of the VILLAGE.

Heidi Shafran, Village Manager

I. MANDATORY PRE-PROPOSAL CONFERENCE

A Mandatory Pre-Proposal Conference will be held on Wednesday, January 22, 2014, at 10:00 a.m. at the Ed Burke Recreation Center, 11400 NE 9th Court, Biscayne Park, Florida 33161. The purpose of the Pre-Proposal Conference is to discuss the contents of this Request for Proposals and Contractor's inquiries.

II. SCOPE OF SERVICES

The scope of services and other relevant information is described in detail in Attachment "A". The VILLAGE is seeking an Exclusive Franchise Agreement between the Village of Biscayne Park, FL and Contractor for Collection of Solid Waste and Recyclable Materials.

III. PROPOSAL SUBMISSION ELEMENTS

1. Firm Qualifications

This Section of the Proposal should give a description of the Contractor's firm, including the size, range of activities, etc. Particular emphasis should be given as to how the Contractor's firm-wide experience and expertise in the area of solid waste collection services will be brought to bear on the proposed work for the VILLAGE.

Qualified Contractors shall be established providers of the services requested by the VILLAGE with adequate equipment and personnel to provide the services. Contractors must currently have a minimum of five (5) years of continuous experience with similar projects servicing a minimum of three (3) Florida communities. For the purposes of this RFP, a "similar project" means a project where the Contractor entered into an exclusive franchise agreement or a similar exclusive contractual arrangement and collected Garbage, Yard Trash, and Recyclable Materials at Curbside. The Contractor must hold a current Miami-Dade County license or permit to collect solid waste. If the Contractor cannot satisfy these requirements for similar projects, the VILLAGE may reject the proposal, based on the grounds that the Contractor is not qualified.

Provide a list and description of all similar contracts for this service within the past 5 years. For each similar project, the Contractor shall state whether the Contractor provided manual collection service or automated collection service. For similar projects involving automated collection service, the Contractor shall identify the approximate number of Garbage Carts and Recycling Carts that were distributed by the Contractor. For each engagement listed, include the name and telephone number of a representative for whom the engagement was undertaken who can verify satisfactory performance.

Provide a list of all solid waste collection contracts of the Contractor that were not renewed within the State of Florida during the last ten (10) years (i.e., on or after January 1, 2003). For each such contract, provide the name of the governmental entity, the name and telephone number of a governmental employee who is familiar with the governmental entity's decision to not

renew, and a statement of the reasons why the contract was not renewed (e.g., the contract was subject to bidding and we were not the low bidder).

Each Contractor must demonstrate its competencies in the areas of customer service, quality control, fleet maintenance and replacement, and customer billing and related financial administration. Village of Biscayne Park personnel may inspect facilities, contact the Contractor's customers, and take other steps to determine whether the Contractor actually has adequate equipment, repair facilities and personnel to satisfy the requirements of this Request for Proposals. The Village of Biscayne Park shall be the sole judge in determining the Contractor's qualifications.

2. Management Staff and Operations Plan

The Contractor's approach to the management of the Village's project must be detailed in this element of the Proposal. A reporting structure shall be provided, along with the special responsibilities of each delineated position. In addition, the Contractor must provide its proposed staffing plan.

This element must identify the Contractor's primary contact person for the VILLAGE' work, plus the supervisory personnel who will work on the project. Resumes of all management personnel should be provided with emphasis being given to their experience with similar work. If resumes are not available at the time the proposal is submitted, the Contractor should provide a listing of the qualifications (e.g., education, experience, training, etc.) that will be required of the individual in that position.

Each Contractor shall submit a general plan describing how the Contractor will initiate its work in compliance with the schedule contained in Attachment "A".

Each Contractor shall submit a general operations plan that describes how the Contractor will comply with the requirements in Attachment "A". The operations plan shall include a general description of the proposed equipment, level of staffing, and method of operation that will be used.

Contractor is to address whether they will be able to hire Village employees and address the possibility of purchasing Village equipment, not limited to trucks.

3. Standards for Quality Performance

This element of the proposal must describe the Contractor's plans and methodology for meeting the customer service and performance requirements set forth in Attachment "A". In this element, the Contractor should describe the methods and practices will be used to meet the VILLAGE's standards, including any general initiatives that are used by the Contractor to improve quality on a daily basis and any examples of the positive results achieved by the Contractor.

4. Specifications for Carts

Each Contractor must specify the carts it proposes to use consistent with the Solid Waste Collection options outlined in Attachment “A”.

5. Litigation and Enforcement Proceedings

Each Contractor shall identify and describe all lawsuits (if any) between the Contractor and a governmental entity within the last five (5) years (i.e., on or after January 1, 2008) concerning a solid waste collection contract between the Contractor and the governmental entity. Identify the court where the lawsuit was filed, provide the case number, and describe the status of the case.

Provide a list of all contracts or franchises with governmental entities for waste collection services where, during the past five (5) years, the Contractor paid fines, administrative charges, liquidated damages, or similar fees that exceeded a total of Ten Thousand Dollars (\$10,000). For each contract, provide a contact name and telephone number, and a brief description of the events or issues that resulted in these payments.

The Contractor shall provide a list of all cases within the last five (5) years involving allegations or determinations by the United States Environmental Protection Agency, the Florida Department of Environmental Protection or other federal, state or local environmental agencies that the Contractor’s solid waste collection activities resulted in a violation of any applicable law. The Contractor shall summarize the relevant allegations and describe the outcome or projected outcome of the case.

The Contractor must identify and provide a summary of all criminal convictions and indictments of the Contractor and its officers, managers, directors, majority shareholders, and key personnel from January 1, 2003 to the present.

6. Costs for the Contractor’s Services

Each Contractor shall complete and submit a Proposal Form that addresses the costs for all for Solid Waste Collection Services, which includes the cost forms (Sample Bid Form attached). Each Contractor shall provide its firm, fixed cost proposal for providing all of the services, materials, etc., required pursuant to this RFP and the Agreement. This proposal form shall be signed by an authorized company representative, dated and returned with the proposal. The costs shall reference which/each option is being proposed. The costs shall also address supplemental, oversized collection pickups, and all services included in the SPECIAL SERVICES BID FORM.

IV. PROPOSAL COPIES

Submission of one (1) original (please mark original), eleven (11) copies and one (1) electronic copy (CD or flash/thumb drive) of the proposal should be made to the Village of Biscayne Park, Florida 640 NE 114th Street, Biscayne Park, Florida 33161, to the attention of Maria Camara, Village Clerk.

V. GENERAL CONDITIONS AND INSTRUCTIONS TO CONTRACTORS

1. Proposal Submission

The original and six (6) copies of the proposal shall be submitted in a sealed envelope on which shall be shown the name of the contractor, proposal opening date, and name and proposal number. By submitting a proposal, the contractor declares that he/she understands and agrees that these proposals, specifications, provisions, terms and conditions of same, shall become a valid contract between the Village of Biscayne Park and the undersigned upon Notice of Award of contract in writing and/or issuance of an Agreement by the Village of Biscayne Park.

2. Proposal Content

1. **Price Proposal:**

- a. **Collection Services:** Includes the contractor's price to provide scheduled collection services based on multiple pre-defined collection services (refer to Attachment "A": Scope of Services), and/or an alternate scheduled collection service based on their experience and best practices; with delivery to a designated disposal facility. (Bid Form provided for pricing consistency between proposals.)
- b. **Bulk Trash:** Includes the contractor's price to provide bulk trash collection and unscheduled (pick-ups requested by the Village or resident) collection of illegal waste, (price is negotiable on a case-by-case basis) as required in this RFP, and delivery to a designated facility. (Bid Form provided for pricing consistency between proposals.)
- c. **Recycling:** Includes the contractor's price to provide collection of recyclable materials with delivery to a designated recycling facility. (Bid Forms provided for pricing consistency between proposals.)

2. **Customer Service and Operations Plan:**

- a. The contractor shall provide a comprehensive description of its approach to phasing in the new contract. The contractor shall explain how they will meet each of the minimum requirements for transitioning as defined in the specifications. Contractors shall also describe how it will ensure a smooth transition to the implementation of a new Solid Waste Collection and Disposal Service so that the inconvenience to the customer is minimized, including proposed rates for extra and replacement roll-out cans.
- b. **Quality Control Plan:** The contractor shall provide a comprehensive description of its proposed quality control program. The description shall

include as a minimum, the quality control organization and authority, the contractor's overview of the tasks to be inspected, reports and methods of inspections. Describe in detail how you will monitor the Quality Assurance assessment.

- c. **Customer Service/Complaint Plan:** The contractor shall provide a comprehensive description of its customer service and complaint plan. Describe your customer service office operations and how it will be staffed. Describe what actions will be taken to prevent complaints and increase the quality of customer service.
- d. **Community Involvement Efforts:** Describe to what extent you participated in at least three (3) specific communities, if available, with a customer base the size of the Village of Biscayne Park, or larger. Describe in detail what your company is providing without cost to assist communities in which you currently work with quality of service such as:
 - Educational and informative workshops / literature on recycling and composting
 - Pet waste control
 - Community and Resident Crime Watch coordination with local police
 - Neighborhood relations
- e. **Operations Plan:** The contractor shall provide as a minimum a comprehensive description of its operations, logistics management plan, and the proposed organizational structure. Include as a minimum a description of the operational and maintenance facilities in proximity of the service areas and a proposed organizational chart for the service areas. The operation plan must include a response strategy for the emergency bulk trash/waste pick-up and disposal outside the regular scope of services and if requested by the Village.
- f. **Equipment and Plan:** The contractor shall provide a comprehensive description of its existing equipment for this RFP. Include as a minimum a description of existing equipment in your fleet that has the capability to collect solid waste, yard and wood waste, and special service pick-ups, a brief description of any new technological equipment that may be used to reduce collection costs to the Village of Biscayne Park residents.

3. Experience and References

Contractor must submit evidence of a minimum of five (5) years satisfactory experience in South Florida, with at least three (3) municipal residential and commercial accounts. The municipal accounts should be as large or larger than

Biscayne Park. At a minimum, contractor must include the following information in order to comply with this section:

- Name and address
- Contact name and title, phone number and e-mail address
- Number of single-family units serviced under the exclusive contract
- Number of years contractor has serviced the contract

4. **Financial Stability and Resources**

Contractor must submit proof of financial stability and resources such that contractor clearly demonstrates that it has sufficient equipment, capital, labor, and other resources necessary to perform the scope of work without delay from the inception of the contract and throughout the entire term and subsequent potential renewal terms.

VI. ADDENDA, ADDITIONAL INFORMATION

At the pre-proposal conference, Bidders may request the VILLAGE to make changes to the RFP and the Agreement. The VILLAGE's representatives will attempt to provide an informal (non-binding) response to any requests that are presented to the VILLAGE during the pre-proposal conference. If Bidders wish to receive the Village's formal (binding) response to a request for a change to the RFP or Agreement, they must submit their request to the Village Clerk in writing on or before January 27, 2014, at 5:00 p.m. (E.S.T.). Any requests received after that date and time may be rejected.

The VILLAGE, in its sole discretion, shall determine whether to grant or deny a request for a change to the RFP or the Agreement. If the VILLAGE decides to revise the RFP or Agreement, the Village shall issue a written addendum to the RFP before the deadline for submitting proposals.

Any addenda, and the VILLAGE's written answers to written questions from Contractors, shall become part of this Request for Proposals.

No negotiations, decisions or actions shall be initiated or executed by the Contractor as a result of any discussions with any VILLAGE employee. Only those communications which are in writing from the Village Clerk may be considered as a duly authorized communication from the VILLAGE. Similarly, only communications from Contractors that are signed and in writing will be recognized by the VILLAGE as duly authorized expressions on behalf of a Contractor.

A **Cone of Silence** is hereby imposed on communications with this Request for Proposal, per Section 2-11.1 of the Miami Dade County Code. "Cone of Silence" means a prohibition on any communication regarding the Project and this RFP between a potential Proposer or Firm, including any person acting on a Proposer's/Firm's behalf, and the Village Commission members, Village staff, including the Village Manager and her staff, Village employees and

consultants, and any member of the Village’s Evaluation Committee. Violation of this Cone of Silence by a particular Proposer or Firm, Firm members or personnel, shall render any Proposal submitted in response to the RFP disqualified. The Cone of Silence shall terminate upon approval of the contract by the Village Commission. Please contact the Village Clerk with any questions concerning compliance with the Cone of Silence.

VII. INSURANCE

PLEASE HAVE YOUR INSURANCE REPRESENTATIVE CAREFULLY REVIEW THE INSURANCE COVERAGES AND CONDITIONS DESCRIBED IN BELOW PRIOR TO SUBMITTING YOUR PROPOSAL TO ENSURE COMPLIANCE WITH THE INSURANCE REQUIREMENTS.

Each proposal must include a letter or other appropriate documentation from a qualified insurance company, confirming that the company will provide the insurance required pursuant to the following:

1. **CONTRACTOR’S INSURANCE**

The Contractor shall provide and maintain, on a primary basis and at its sole expense, at all times after the Effective Date until this Agreement expires or is terminated, policies of insurance that insure the Contractor against any and all claims, demands, or causes of action for injuries received or damages to people or property relating to the Contractor’s acts and omissions. At a minimum, the Contractor shall maintain at all times the following insurance coverage, with the limits and endorsements described herein. The requirements contained herein, as well as the VILLAGE’s review or acceptance of insurance maintained by the Contractor, is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor.

2. **COMMERCIAL GENERAL LIABILITY**

Contractor shall maintain Commercial General Liability with the following minimum limits and coverage:

Each Occurrence/General Aggregate	\$1,000,000/\$2,000,000
Products – Completed Operations	\$2,000,000
Personal and Adv. Injury	\$1,000,000
Fire Damage	\$ 50,000
Medical Expense	\$ 5,000
Contractual Liability	Included

The General Liability insurance form shall be no more restrictive than the latest edition of the Occurrence Form Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent, without restrictive endorsements. Coverage shall not contain any endorsement(s) excluding nor limiting Products/Completed Operations, Contractual Liability or Cross Liability. The coverage shall include: (1) Bodily Injury and Property Damage; (2) Premises and Operations; (3) Independent Contractors; (4) Products and Completed Operations;

(5) Broad Form or equivalent Contractual Coverage applicable to the scope of services and specifically confirming the indemnification and hold harmless provisions herein; (6) Broad Form or equivalent Property Damage Coverage; and (7) Personal Injury Coverage with employment and contractual exclusions removed and deleted.

3. BUSINESS AUTOMOBILE LIABILITY

Contractor shall maintain Business Automobile Liability at a limit of liability not less than \$1,000,000 Combined Single Limit / Each Accident. Coverage shall include liability for Owned, Non-Owned & Hired automobiles.

Contractor shall maintain Pollution Liability at a minimum limit not less than \$1,000,000 Each Occurrence / \$2,000,000 Aggregate including all sudden and non-sudden events.

4. EXCESS LIABILITY

Contractor shall maintain Excess Liability at a limit of liability not less than \$5,000,000 Each Occurrence / \$5,000,000 Aggregate. Contractor shall include each required policy herein as an underlying policy on the Excess Liability. Contractor shall endorse the VILLAGE as an "Additional Insured" on the Umbrella or Excess Liability, unless the Certificate of Insurance states the Excess Liability provides coverage on a "True Following-Form" basis. This liability may be satisfied by Umbrella Liability form, and the limit may be satisfied by multiple layers of coverage.

5. WORKER'S COMPENSATION INSURANCE & EMPLOYER'S LIABILITY

Contractor shall maintain Worker's Compensation Insurance & Employers Liability in accordance with Chapter 440, Florida Statutes. Contractor shall maintain Employers' Liability Limits not less than \$1,000,000 Each Accident, \$1,000,000 Disease Each Employee, and \$1,000,000 Disease Policy Limit.

6. ADDITIONAL INSURED ENDORSEMENTS

Contractor shall endorse its insurance with the VILLAGE as an Additional Insured as follows: (1) for the Commercial General Liability, the Contractor shall endorse the VILLAGE with either a CG 2026 Additional Insured – Designated Person or Organization endorsement or CG 2010 Additional Insured – Owners, Lessees, or Contractors – Scheduled Person or Organization endorsement, or similar endorsement; (2) for the Business Automobile Liability, the Contractor shall endorse the VILLAGE with a CA 2048 – Designated Insured, or similar endorsement; (3) for the Pollution Liability, the Contractor shall endorse the VILLAGE with the standard Additional Insured endorsement filed by the insurer for use in the State of Florida; and (4) for the Excess Liability, the Contractor shall endorse the VILLAGE as an "Additional Insured" on the Umbrella or Excess Liability, unless the policy provides coverage to the underlying policies on a

"True Following-Form" basis. The Additional Insured shall read "VILLAGE, a political subdivision of the State of Florida, and the Commission of VILLAGE Commissioners," for all endorsements. These endorsements shall specifically state that the coverage afforded by the endorsement shall be provided on a primary and non-contributory endorsement. This primary and non-contributory language can be included in the additional insured endorsement, can be provided in a separate stand-alone endorsement, or this language can be included in the actual liability coverage form for the line of insurance coverage that is being evidenced to the VILLAGE. A copy of any endorsement issued to extend coverage to the VILLAGE must be provided when evidencing insurance to the VILLAGE.

7. WAIVER OF SUBROGATION

Contractor agrees to a Waiver of Subrogation for each policy required herein. When required by the insurer, or should a policy condition not permit Contractor to enter into an pre-loss agreement to waive subrogation without an endorsement, then Contractor agrees to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy that includes a condition specifically prohibiting such an endorsement, or voids coverage should Contractor enter into such an agreement on a pre-loss basis. A copy of any endorsement issued to extend coverage to the VILLAGE must be provided when evidencing insurance to the VILLAGE.

8. CERTIFICATE(S) OF INSURANCE

At least ten (10) Days prior to the Commencement Date, Contractor shall provide VILLAGE a Certificate of Insurance evidencing that all coverages, limits, deductibles, self-insured retentions and endorsements required herein are maintained and in full force and effect. Said Certificate of Insurance shall provide for a minimum of thirty (30) days prior written notice to the VILLAGE of any cancellation, material change in coverage, or non-renewal of coverage. The Contractor shall ensure that such notice is provided to the VILLAGE. The Certificate of Insurance shall identify the VILLAGE's RFP No. 2014-01 in the Description of Operations section of the Certificate. The Certificate Holder shall be identified as:

Village of Biscayne Park
Village Manager
640 NE 114th Street
Biscayne Park, Florida 33161

The Certificates of Insurance shall evidence a waiver of subrogation in favor of the VILLAGE, that coverage shall be primary and noncontributory, and that each policy includes a Cross Liability or Severability of Interests provision, with no requirement for premium payments by the VILLAGE. The Certificate of Insurance shall be provided to the VILLAGE Manager, at the address provided above.

9. DEDUCTIBLES, SELF-INSURED RETENTIONS, AND SUPPLEMENTAL COVERAGE

Contractor shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, coinsurance penalty, or self-insured retention. When a self-insured retention or deductible exceeds Two Hundred Fifty Thousand Dollars (\$250,000) for any of the foregoing required policies, the VILLAGE reserves the right, but not the obligation, to review and request a copy of the Contractor's most recent annual report or audited financial statements to determine the reasonability of the retention levels, based on the financial capacity of Contractor. All self-insured retentions shall appear on the Certificate of Insurance and shall be subject to the VILLAGE's approval. At the VILLAGE's option, the Contractor may be required to reduce or eliminate the self-insured retentions, or the Contractor shall be required to procure a bond guaranteeing payment of losses and related claims expenses.

The VILLAGE shall be exempt from, and in no way liable for, any sums of money that may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible or self-insured retention shall be the sole responsibility of the Contractor and any subcontractor providing the insurance.

For policies written on a "Claims-Made" basis, Contractor shall maintain a Retroactive Date prior to or equal to the Effective Date of this Agreement. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggers the right to purchase a Supplemental Extended Reporting Period (SERP) coverage during the term of this Agreement, Contractor agrees to purchase a SERP with a minimum reporting period not less than two (2) years. The requirement to purchase a SERP shall not relieve Contractor of the obligation to provide replacement coverage.

10. RIGHT TO REVISE OR REJECT

The VILLAGE reserves the right, but not the obligation, to reject any insurance policies that fail to meet the criteria stated herein. Additionally, the VILLAGE reserves the right, but not the obligation, to review or reject any insurer providing coverage due to its poor financial condition or failure to operate in compliance with Applicable Laws. Neither the VILLAGE's approval of any insurance provided by the Contractor or a subcontractor, nor the VILLAGE's failure to disapprove such insurance, shall relieve the Contractor or a subcontractor of any part or all of its responsibility for any liability, damages, or accidents, as set forth herein.

11. MINIMUM REQUIREMENTS FOR INSURANCE COMPANIES

All of the insurance provided by the Contractor pursuant to this Agreement shall be issued by an insurance company or companies authorized and licensed to do business in the State of Florida with a minimum rating of B+ to A+ in accordance with the latest edition of A.M. Best's Insurance Guide. Additionally, the Financial Category Size must be VI or greater.

12. OTHER INSURANCE REQUIREMENTS

At its option, the VILLAGE may allow the Contractor to be self-insured for one or more lines of coverage. In such circumstances, the Contractor shall be required to demonstrate to the satisfaction of the VILLAGE that the Contractor has adequate financial resources to defend and cover all claims in the amounts and categories required by the VILLAGE.

The Contractor shall immediately advise the VILLAGE of actual or potential litigation that will reduce the coverage provided to the VILLAGE.

An insurer shall have no right of recovery against the VILLAGE. The required insurance policies shall protect the Contractor and the VILLAGE, and they shall be the primary coverage for any losses covered by the policies. The Contractor shall confirm that any company issuing insurance pursuant to this Agreement agrees it has no recourse against the VILLAGE for payment of premiums or assessments in any form for such insurance.

The Contractor shall be responsible for all of its subcontractors (if any) and their insurance. Each subcontractor shall provide certificates of insurance to the Contractor that demonstrates coverage and terms in compliance with the requirements applicable to the Contractor.

Neither approval by the VILLAGE of any insurance supplied by the Contractor or a subcontractor, nor a failure to disapprove such insurance, shall relieve the Contractor or any subcontractor of their responsibility for liability, damages, and accidents as set forth herein.

Each Occurrence/General Aggregate	\$1,000,000/\$2,000,000
Products – Completed Operations	\$2,000,000
Personal and Adv. Injury	\$1,000,000
Fire Damage	\$ 50,000
Medical Expense	\$ 5,000
Contractual Liability	Included

The General Liability insurance form shall be no more restrictive than the latest edition of the Occurrence Form Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent, without restrictive endorsements. Coverage shall not contain any endorsement(s) excluding nor limiting Products/Completed Operations, Contractual Liability or Cross Liability. The coverage shall include: (1) Bodily Injury and Property Damage; (2) Premises and Operations; (3) Independent Contractors; (4) Products and Completed Operations; (5) Broad Form or equivalent Contractual Coverage applicable to the Agreement and specifically confirming the indemnification and hold harmless provisions in the Agreement; (6) Broad Form or equivalent Property Damage Coverage; and (7) Personal Injury Coverage with employment and contractual exclusions removed and deleted.

13. BUSINESS AUTOMOBILE LIABILITY

Contractor shall maintain Business Automobile Liability at a limit of liability not less than \$1,000,000 Combined Single Limit / Each Accident. Coverage shall include liability for Owned, Non-Owned & Hired automobiles.

14. POLLUTION LIABILITY

Contractor shall maintain Pollution Liability at a minimum limit not less than \$1,000,000 Each Occurrence / \$2,000,000 Aggregate including all sudden and non-sudden events.

VIII. EVALUATION OF PROPOSALS

Evaluation Method and Criteria

Proposals will be evaluated in accordance with weighted criteria listed below:

	<u>WEIGHTS</u>
Cost Proposal	40%
Firm Qualifications, Capabilities, Financial Condition & References	30%
Quality Initiatives, Practices & Processes	<u>30%</u>
TOTAL	100%

These weighted criteria are provided to assist the contractors in the allocation of their time and efforts during the submission process. The criteria also guide the Evaluation Committee during the short-listing and final ranking of contractors by establishing a general frame work for those deliberations. Each Evaluation Committee Member will rank contractors in order of preference for both the short list voting process and the final ranking of short listed contractors. (Example: If five (5) proposals are received, each Evaluation Committee Voting Member will submit a voting form with a number of one (1) through five (5) next to each contractor’s name in order to establish a short list of contractors.).

Short listed contractors will be selected for a presentation to the Evaluation Committee. A final ranking of short listed contractors will then be performed by the voting members of the Evaluation Committee using the same process as described above. The Evaluation Committee will present its recommendation to the Village Manager and Village Commission for approval and award of the contract.

As the best interests of the VILLAGE may require, the VILLAGE reserves its right to reject any and all proposals or waive any minor irregularity or technicality in the proposals received.

IX. SCHEDULE OF EVENTS

The schedule of events, relative to the procurement shall be as follows:

Event	Date	Time
Issuance of Request for Proposal (RFP) No. 2014-01	Monday, January 13, 2014	
Mandatory Pre-Proposal Conference	Wednesday, January 22, 2014	10:00am
Deadline to submit questions (<u>in writing</u>) to the Village	Monday, January 27, 2014	5:00pm
Deadline for Village to respond to questions	Friday, January 31, 2014	5:00pm
Deadline to submit proposals for RFP 2014-01	Thursday, February 13, 2014	5:00pm
Opening of proposals	Friday, February 14, 2014	10:00am
Evaluation Committee Meeting	Thursday, February 20, 2014	2:00pm
Presentation to Evaluation Committee	Wednesday, February 26, 2014	2:00pm
Resident Workshop	Saturday, March 8, 2014	10:00am
Resolution authorizing the Village Manager to execute the contract with the awarded contractor to Village Commission for approval	Tuesday, April 1, 2014	7:00pm
Information to residents	April-May 2014	
Set the annual waste fee assessment via Resolution	Tuesday, May 6, 2014	7:00pm
Commence service with awarded contractor	Monday, June 2, 2014	

The VILLAGE reserves its right to modify or delay the scheduled dates.

X. SUMMARY OF DOCUMENTS TO BE SUBMITTED WITH PROPOSALS

The following documents are attached and each document shall be executed by the Contractor and included with the proposal:

- (a) Certified Resolution
- (b) Qualifications Statement
- (c) Non-Collusive Affidavit
- (d) Contractor's Foreign (Non-Florida) Corporate Statement, if applicable
- (e) Proposal Security (Proposal Bond)
- (f) Bid Form
- (g) Rate Schedule
- (h) Special Services Rate Form

Attachment “A”: Scope of Services

SCOPE OF SERVICES TO BE PERFORMED BY CONTRACTOR

The Village of Biscayne Park is looking for price proposals for each of the following options for solid waste collection services within the Village boundaries¹:

Solid Waste Collection Option No. 1:

This option looks to provide the same service that Village residents currently receive (see attachment #1), but reducing the number of days that a contractor will perform the work to only three (3) days during the week.

- Twice a week manual/non mechanical pick up of garbage on Mondays and Thursdays for all Residences, Multiple Unit Residences, Non-Residential Use Sites, and Municipal owned buildings. Residences will provide their own container(s), not to exceed forty (40) gallons in capacity and will not be required to place their containers out on the curb for pick up. Multiple Unit Residences and Non-Residential Use Sites are to be provided a dumpster by the contractor.
- Once a week manual/non mechanical pick up of trash and yard waste (vegetative waste) on Wednesdays. 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 Wednesdays. Residents place their contractor provided container out on the curb for pick up. Contractor to specify size of container to be provided, and clearly define the items allowed and not allowed.
- Upon completing each collection, contractor shall properly replace all containers and dumpsters and leave the premises so serviced in a litter-free and sanitary condition.

Contractor responsibilities: The contractor shall provide at his own expense, all labor, supervision, , vehicles and equipment, and any other tools, equipment, accessories and things necessary to maintain the standard of collections and disposal set forth herein.

Solid Waste Collection Option No. 2:

This option looks to provide solid waste services utilizing an automated service, i.e. one-arm bandit apparatus or the equivalent thereof. Under this option, the contractor will deliver one (1) ninety-six (96) gallon Roll-Out Container for pick up to each single family residence (1,298). The specific brand of Roll-Out Container will be left to the discretion of the contractor; however the Village is requiring that the container be green in color, approved by the Village, and has the Village’s name or logo printed on the container. The contractor will be responsible for the initial purchase, inventory and distribution of Roll-Out Containers for all residences serviced under this

contract, as well as additional units required due to the construction or additional single family dwellings in the Village.

- Twice a week pick up of garbage on Mondays and Thursdays for all Residences, Multiple Unit Residences, Non-Residential Use Sites, and Municipal owned buildings. Residences will be provided one (1) ninety-six (96) gallon Roll-Out Container. Multiple Unit Residences and Non-Residential Use Sites are to be provided a dumpster or what fits best, coordinated with the property owner by the contractor.

Once a week pick up of trash and yard waste (vegetative waste) on Wednesdays. Contractor to specify type of container to be used, if any, bagging requirements, if any, size limitations, if any, and the method that the contractor will use to pick up, whether manually or utilizing machinery.

- Once a week pick up of recyclable materials on Wednesdays. Residents place their contractor provided container out on the curb for pick up. Contractor to specify size of container to be provided, and clearly define the items allowed and not allowed.
- Upon completing each collection, contractor shall properly replace all containers and dumpsters and leave the premises so serviced in a litter-free and sanitary condition.

Replacement Roll-Out Containers for those that are lost, stolen, damaged, or otherwise unusable shall be replaced by contractor at no cost to the resident. Residences desiring more than one Roll-Out Container shall make such requests to the Village and contractor will make such additional Roll-Out Containers available to the Village for its residents at the cost indicated on the price proposal. Upon termination of the Contract, all Roll-Out Containers in the possession of service units shall remain the property of the contractor.

Contractor responsibilities: The contractor shall provide at his own expense, all labor, supervision, machinery and equipment, plant building truck and any other tools, equipment, accessories and things necessary to maintain the standard of collections and disposal set forth herein.

Solid Waste Collection Option No. 3:

Contractor to propose their method of solid waste collection services, if different than what is specified in options 1 and 2 that will best meet the Village's objectives and utilizing their experience and familiarity with the demographics of communities similar to the Village of Biscayne Park. Contractor to clearly define the method and frequency for collection of garbage, trash and yard waste, and recyclable materials for all Residences, Multiple Unit Residences, Non-Residential Use Sites, and Municipal owned buildings. Proposals that promote a reduced carbon footprint are encouraged.

Attachment #1

Statement of Intent and Village Goals:

This request for Proposals (RFP) defines the service standards, specifications and proposal requirements of the comprehensive solid waste and recycling collection program for the Village of Biscayne Park, Florida. It is the intent of the Village to accept and evaluate proposals for these services including collection, processing, marketing and public education. The goals of the Village are to:

- Reduce solid waste and recycling collection costs to each residential customer.
- Provide a comprehensive solid waste collection program.
- Reduce solid waste disposal tonnage by maximizing the fullest recovery possible of recyclable materials from all residents in the Village.
- Reduce tons of yard waste collected by providing educational information and best practices for composting and mulching of yard waste.
- Reduce the Village's carbon footprint by reducing the number of days when the vehicles providing the solid waste collection service drive through the Village.
- Improve public education of all Village residents about recycling services so as to improve participation and recovery rates.

Background:

The Village of Biscayne Park is a Village Commission/Manager form of government and is located within Miami-Dade County, Florida. It serves an area of approximately .69 square miles with a population of approximately 3,100. The Village employs 32 and provides a full range of municipal services including, general government, public safety (police and code compliance), public works (including sanitation services), building, planning and zoning, and parks and recreation.



Throughout its 80-year history, the Village has and currently provides a municipal based solid waste collection service, and a contractor provided curbside recycling program since 2006. The Village services 1,298 residences broken down as follows:

- 850 single family residences
- 211 duplexes (422 residences)
- 3 tri-plexes (9 residences)
- 3 four-plexes (12 residences)
- 1 five-plex (5 residences)

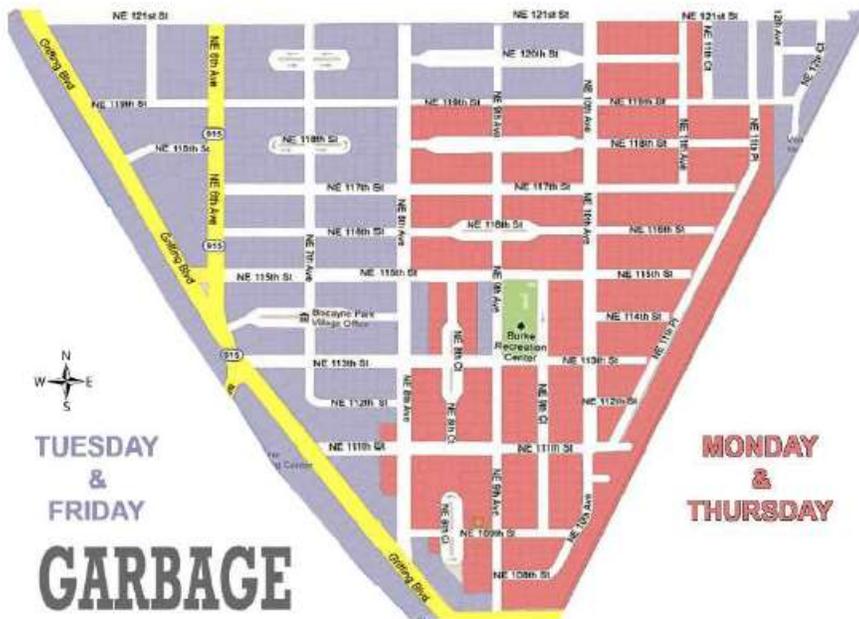
These 1,298 residences are provided the following services:

- Twice a week pick up of garbage (Residents are not required to place their containers out on the curb for pick up.)
- Once a week pick up of trash and yard waste (vegetative waste) (Residents place either their container or pile out on the curb for pick up.)
- Once a week pick up of recyclable materials (Residents place their contractor provided bin(s) on the curb for pick up.)

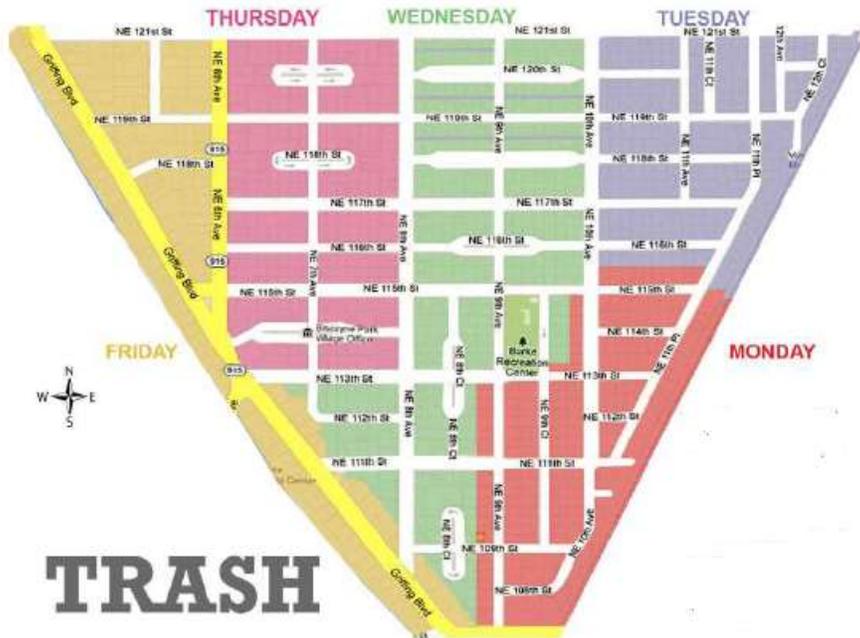
Per Village Ordinance, each residential unit shall have a sufficient number of garbage cans or approved containers, not to exceed forty (40) gallons in capacity, to accommodate all garbage, leaves and grass cuttings.

The current schedule for twice a week manual/non mechanical pick of garbage is:

- One half of the Village is picked up on Mondays and Thursdays
- One half of the Village is picked up on Tuesdays and Fridays



The current schedule for once a week trash and yard waste manual/non mechanical service is based on five zones, with service provided for a zone on each day of the week.



The current schedule for once a week manual/non mechanical pick up of recyclable materials is Wednesdays for the entire Village.

Restrictions are as follows:

- Trash may not be placed out for collection more than 24 hours before the scheduled day of collection. If placed out earlier than stated, the resident is billed a service fee.
- Trash and yard waste piles may not exceed 2 cubic yards (3ft x 3ft x 6ft). If the pile exceeds the size stated, the resident is billed a service fee.
- No building and/or hazardous materials may be placed out for collection. If they are, the resident is billed a service fee.
- Furniture and/or appliances are considered a special service pick up and residents are asked to call in advance for a quote. If they do not call in advance and the items are placed out for collection, the resident is billed a service fee.

Per Village Ordinance, non-residential use sites and multi-family assessed properties with six (6) or more units on a site are required to contract with a Miami-Dade County approved contractor. Within the Village, there are:

- One (1) non-residential use site
- Two (2) twelve-unit buildings

Municipal owned buildings and other areas requiring solid waste collection services are as follows:

- Village Hall located at 640 NE 114th Street, Biscayne Park, FL
- Public Works located at 893 NE 109th Street, Biscayne Park, FL
- Ed Burke Recreation Center located at 11400 NE 9th Court, Biscayne Park, FL

CERTIFIED RESOLUTION

I, _____ (Name), the duly elected Secretary of _____ (Corporate Title), a corporation organized and existing under the laws of the State of _____, do hereby certify that the following Resolution was unanimously adopted and passed by a quorum of the Board of Directors of the said corporation at a meeting held in accordance with law and the by-laws of the said corporation.

"IT IS HEREBY RESOLVED THAT _____ (Name)" The duly elected _____ (Title of Officer) of _____ (Corporate Title) be and is hereby authorized to execute and submit a Bid and Bid Bond, if such bond is required, to the Village of Biscayne Park and such other instruments in writing as may be necessary on behalf of the said corporation; and that the Bid, Bid Bond, and other such instruments signed by him/her shall be binding upon the said corporation as its own acts and deeds. The secretary shall certify the names and signatures of those authorized to act by the foregoing resolution.

The Village of Biscayne Park shall be fully protected in relying upon such certification of the secretary and shall be indemnified and saved harmless from any and all claims, demands, expenses, loss or damage resulting from or growing out of honoring, the signature of any person so certified or for refusing to honor any signature not so certified.

I further certify that the above resolution is in force and effect and has not been revised, revoked or rescinded.

I further certify that the following are the name(s), title(s) and official signature(s) of those persons authorized to act by the foregoing resolution.

<u>NAME</u>	<u>TITLE</u>	<u>SIGNATURE</u>

Given under my hand and the Seal of the said corporation this ____ day of _____, 20__.

(SEAL)

By: _____
Secretary

Corporate Title

NOTE: The above is a suggested form of the type of Corporate Resolution desired. Such form need not be followed explicitly, but the Certified Resolution submitted must clearly show to the satisfaction of the Village of Biscayne Park that the person signing the Bid and Bid Bond for the corporation has been properly empowered by the corporation to do so in its behalf.

QUALIFICATION STATEMENT

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter:

SUBMITTED TO: Village of Biscayne Park
(Village Clerk)

ADDRESS: 640 NE 114 Street
Biscayne Park, Florida 33161

CIRCLE ONE : Corporation Partnership Individual Other

SUBMITTED BY: _____

NAME: _____

ADDRESS: _____

TELEPHONE NO.: (_____) _____ - _____

FAX NO.: (_____) _____ - _____

1. State the true, exact, correct and complete name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business.

The correct name of the Bidder is: _____

The address of the principal place of business is: _____

2. If Bidder is a corporation, answer the following:

a. Date of Incorporation: _____

b. State of Incorporation: _____

c. President's name: _____

d. Vice President's name: _____

e. Secretary's name: _____

f. Treasurer's name: _____

g. Name and address of Resident Agent: _____

3. If Bidder is an individual or a partnership, answer the following:

a. Date of organization: _____

b. Name, address and ownership units of all partners: _____

c. State whether general or limited partnership: _____

4. If Bidder is other than an individual, corporation or partnership, describe the organization and give the name and address of principals:

5. If Bidder is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute.

6. How many years has your organization been in business under its present business name?

7. Under what other former names has your organization operated? _____

8. Indicate registration, license numbers or certificate numbers for the businesses or professions which are the subject of this Bid. Please attach certificate of competency and/or state registration.

9. Did you attend the Pre-Bid Conference if any such conference was held? (YES) ____ (NO) ____

10. Have you ever failed to complete any work awarded to you? If so, state when, where and why?

11. Within the last five (5) years, has any officer or partner of your organization ever been an officer or partner of another organization when it failed to complete a contract? If so, explain fully.

12. State the names, telephone numbers and last known addresses of three (3) owners, individuals or representatives of owners with the most knowledge of work which you have performed or goods you have provided, and to which you refer (government owners are preferred as references).

(Name)	(Address)	(Telephone Number)
--------	-----------	--------------------

(Name)	(Address)	(Telephone Number)
--------	-----------	--------------------

(Name)	(Address)	(Telephone Number)
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13. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary).

14. State the name of the individual who will have personal supervision of the work:

THE BIDDER ACKNOWLEDGES AND UNDERSTANDS THAT THE INFORMATION CONTAINED IN RESPONSE TO THIS QUALIFICATIONS STATEMENT SHALL BE RELIED UPON BY OWNER IN AWARDING THE CONTRACT AND SUCH INFORMATION IS WARRANTED BY BIDDER TO BE TRUE. THE DISCOVERY OF ANY OMISSION OR MISSTATEMENT THAT MATERIALLY AFFECTS THE BIDDER'S QUALIFICATIONS TO PERFORM UNDER THE CONTRACT SHALL CAUSE THE OWNER TO REJECT THE BID, AND IF AFTER THE AWARD TO CANCEL AND TERMINATE THE AWARD AND/OR CONTRACT.

Signature

State of _____
County of _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20__ by _____ of _____, who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

WITNESS my hand and official seal,

NOTARY PUBLIC

(NAME OF notary Public: Print,
Stamp or type as Commissioned)

NON-COLLUSIVE AFFIDAVIT

State of _____)

)ss.

County of _____)

_____ being first duly sworn, deposes and says that:

- (1) He/she is the _____, (Owner, Partner, Officer, Representative or Agent) of _____ the Bidder that has submitted the attached Bid;
- (2) He/she is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is not a collusive or sham Bid;
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Bid in connection with the Work for which the attached Bid has been submitted; or to refrain from bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Bidder, firm, or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit, or cost elements of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed and delivered
in the presence of:

By: _____

(Printed Name)

(Title)

ACKNOWLEDGEMENT

State of _____
County of _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by _____, who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

WITNESS my hand and official seal

NOTARY PUBLIC

(Name of Notary Public: Print,
Stamp, or Type as Commissioned.)

FOREIGN (NON-FLORIDA) CORPORATIONS MUST COMPLETE THIS FORM

DEPARTMENT OF STATE CORPORATE CHARTER NO. _____

If your corporation is exempt from the requirements of Section 607.1501, Florida Statutes, **YOU MUST CHECK BELOW** the reason(s) for the exemption. Please contact the Department of State, Division of Corporations at (850) 245-6051 for assistance with corporate registration or exemptions.

607.1501 Authority of foreign corporation to transact business required.

- (1) A foreign corporation may not transact business in this state until it obtains a certificate of authority from the Department of State.
- (2) The following activities, among others, do not constitute transacting business within the meaning of subsection (1):
 - ____(a) Maintaining, defending, or settling any proceeding.
 - ____(b) Holding meetings of the board of directors or shareholders or carrying on other activities concerning internal corporate affairs.
 - ____(c) Maintaining bank accounts.
 - ____(d) Maintaining officers or agencies for the transfer, exchange, and registration of the corporation's own securities or maintaining trustees or depositaries with respect to those securities.
 - ____(e) Selling through independent contractors.
 - ____(f) Soliciting or obtaining orders, whether by mail or through employees, agents, or otherwise, if the orders require acceptance outside this state before they become contracts.
 - ____(g) Creating or acquiring indebtedness, mortgages, and security interests in real or personal property.
 - ____(h) Securing or collecting debts or enforcing mortgages and security interests in property securing the debts.
 - ____(i) Transacting business in interstate commerce.
 - ____(j) Conducting an isolated transaction that is completed within 30 days and that is not one in the course of repeated transactions of a like nature.
 - ____(k) Owning and controlling a subsidiary corporation incorporated in or transacting business within this state or voting the stock of any corporation which it has lawfully acquired.
 - ____(l) Owning a limited partnership interest in a limited partnership that is doing business within this state, unless such limited partner manages or controls the partnership or exercises the powers and duties of a general partner.
 - ____(m) Owning, without more, real or personal property.
- (3) The list of activities in subsection (2) is not exhaustive.
- (4) This section has no application to the question of whether any foreign corporation is subject to service of process and suit in this state under any law of this state.

Please check one of the following if your firm is **NOT** a corporation:

- (I) _____ Partnership, Joint Venture, Estate or Trust
- (II) _____ Sole Proprietorship or Self-Employed

NOTE: This sheet **MUST** be enclosed with your bid if you claim an exemption or have checked I or II above. If you do not check I or II above, your firm will be considered a corporation and subject to all requirements listed herein.

BIDDER'S CORRECT LEGAL NAME

SIGNATURE OF AUTHORIZED AGENT OF BIDDER

IN PRESENCE OF:

(Individual or Partnership Principal)

(Business Address)

(SEAL)

(City/State/Zip)

(Business Phone)

ATTEST:

Secretary

(Corporate Principal)*

By _____

(Title)

ATTEST:

Secretary

(Corporate Surety)*

By: _____

*Impress Corporate Seal

IMPORTANT

Surety companies executing bonds must appear on the Treasury Department's most current list (circular 570 as amended) and be authorized to transact business in the State of Florida.



RATE SCHEDULE – Option 1

SOLID WASTE AND RECYCLING COLLECTION SERVICES

RFP No: 2014-01

OPTION 1

Residential Collection per UNIT \$ _____.

Garbage Collection \$ _____.

Trash Collection \$ _____.

Recycling Collection \$ _____.

TOTAL MONTHLY RATE PER UNIT \$ _____.



RATE SCHEDULE – Option 2

SOLID WASTE AND RECYCLING COLLECTION SERVICES

RFP No: 2014-01

OPTION 2

Residential Collection per UNIT \$ _____.

Garbage Collection \$ _____.

Trash Collection \$ _____.

Recycling Collection \$ _____.

TOTAL MONTHLY RATE PER UNIT \$ _____.



RATE SCHEDULE – Option 3

SOLID WASTE AND RECYCLING COLLECTION SERVICES

RFP No: 2014-01

OPTION 3

Residential Collection per UNIT \$ _____.

Garbage Collection \$ _____.

Trash Collection \$ _____.

Recycling Collection \$ _____.

TOTAL MONTHLY RATE PER UNIT \$ _____.



RATE SCHEDULE – SPECIAL SERVICES
SOLID WASTE AND RECYCLING COLLECTION SERVICES
RFP No: 2014-01

Service	Rate Per Service
Rolled Out Commercial 95 or 101 gallon container, with 10 or more fee per direction	\$ _____ . _____
Rolled Out Container (and returning it to original location)	\$ _____ . _____
Back Door Service (Residential Curbside Only)	\$ _____ . _____
Opening (and closing) Door or Gates	\$ _____ . _____
Locks for Containers	\$ _____ . _____
Unlocking Containers	\$ _____ . _____
Supplying (and retro lifting) locking mechanism or container	\$ _____ . _____
Adding wheels to or changing wheels on containers	\$ _____ . _____
Adding lids to or changing lids on containers	\$ _____ . _____
Moving container location per customer request	\$ _____ . _____
Changing out Sizes (above twice per year)	\$ _____ . _____
Additional schedule Pick-ups for Residential Containerized Customers	\$ _____ . _____
Additional Quarterly special trash manual/non mechanical pick up.	\$ _____ . _____
Special service or special equipment required because of impaired accessibility	\$ _____ . _____
Turn around compactors	\$ _____ . _____

Bid Forms for RFP 2014-01

Waste Management



Tab 6 - Costs for the Contractor's Services

Each Contractor shall complete and submit a Proposal Form that addresses the costs for all for Solid Waste Collection Services, which includes the cost forms (Sample Bid Form attached). Each Contractor shall provide its firm, fixed cost proposal for providing all of the services, materials, etc., required pursuant to this RFP and the Agreement. This proposal form shall be signed by an authorized company representative, dated and returned with the proposal. The costs shall reference which/each option is being proposed. The costs shall also address supplemental and oversized collection pickups.



BID FORM - OPTION 1

SOLID WASTE AND RECYCLING COLLECTION SERVICES

RFP No: 2014-01

THE UNDERSIGNED BIDDER, having familiarized itself with the specifications in the Invitation to Bid, and all laws, regulations and other factors affecting performance of the work, and having satisfied itself of the expense and difficulties attended in the performance of a contract, HEREBY PROPOSES AND AGREES, in this Bid No. RFP NO: 2014-01. Solid Waste and Recycling Collection Services is accepted, to enter into a contract to perform under all terms and conditions as stated herein for the following price:

OPTION 1

SERVICE AREA

RESIDENTIAL	UNIT Cost per Month		UNIT	Estimated No. Units	Numbers
	(in words)	(numbers)			
Garbage - Twice a week manual / non mechanical pick-up	DOLLARS (\$)	Dwelling	x 1298	\$ NO BID
Trash - Once a week manual / non mechanical pick-up	DOLLARS (\$)	Dwelling	x 1298	\$ NO BID
Recycling - Once a week manual / non mechanical pick-up	DOLLARS (\$)	Dwelling	x 1298	\$ NO BID
TOTAL Residential MONTHLY Cost:					\$ NO BID
					x 12 months
TOTAL Residential ANNUAL Cost:					\$ NO BID



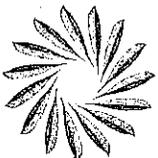
BID FORM – OPTION 2
SOLID WASTE AND RECYCLING COLLECTION SERVICES
 RFP No: 2014-01

THE UNDERSIGNED BIDDER, having familiarized itself with the specifications in the Invitation to Bid, and all laws, regulations and other factors affecting performance of the work, and having satisfied itself of the expense and difficulties attended in the performance of a contract. HEREBY PROPOSES AND AGREES, in this Bid No. RFP NO: 2014-01. Solid Waste and Recycling Collection Services is accepted, to enter into a contract to perform under all terms and conditions as stated herein for the following price:

OPTION 2

SERVICE AREA

RESIDENTIAL	UNIT Cost per Month		UNIT	Estimated No. Units	Numbers
	(in words)	(numbers)			
Garbage - Twice a week automated/mechanical pick-up	DOLLARS (\$)		Dwelling	x 1298	\$ NO BID
Trash - Once a week automated/mechanical pick-up	DOLLARS (\$)		Dwelling	x 1298	\$ NO BID
Recycling - Once a week automated/mechanical pick-up	DOLLARS (\$)		Dwelling	x 1298	\$ NO BID
TOTAL Residential MONTHLY Cost:					\$ NO BID
					x 12 months
TOTAL Residential ANNUAL Cost:					\$ NO BID



BID FORM – OPTION 3
SOLID WASTE AND RECYCLING COLLECTION SERVICES
 RFP No: 2014-01

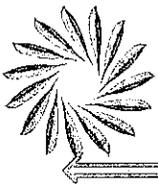
THE UNDERSIGNED BIDDER, having familiarized itself with the specifications in the Invitation to Bid, and all laws, regulations and other factors affecting performance of the work, and having satisfied itself of the expense and difficulties attended in the performance of a contract, HEREBY PROPOSES AND AGREES, in this Bid No. RFP NO: 2014-01, Solid Waste and Recycling Collection Services is accepted, to enter into a contract to perform under all terms and conditions as stated herein for the following price:

Subject to the clarifications on the bottom of the Rate Schedule - Special Services page.

OPTION 3

SERVICE AREA

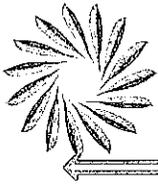
RESIDENTIAL	UNIT Cost per Month		UNIT	Estimated No. Units	Numbers
	(in words)	(numbers)			
Garbage <i>(Provide method & frequency)</i> Curbside, 2 x week Customer Owned Cans	Twenty Two Dollars and 69 Cents DOLLARS (\$22.69)		Dwelling	x 1298	\$29,451.62
Trash <i>(Provide method & frequency)</i> Weekly, rear-load packet and/or clam truck	Three Dollars and 35 Cents DOLLARS (\$ 3.35)		Dwelling	x 1298	\$4,348.30
Recycling <i>(Provide method & frequency)</i> Curbside, weekly 14-18 gallon bins, rear-load, or sideload truck	Two Dollars and 75 Cents DOLLARS (\$ 2.75)		Dwelling	x 1298	\$3,569.50
TOTAL Residential MONTHLY Cost:					\$37,369.42
					x 12 months
TOTAL Residential ANNUAL Cost:					\$448,433.04



RATE SCHEDULE – Option 1
SOLID WASTE AND RECYCLING COLLECTION SERVICES
RFP No: 2014-01

OPTION 1

Residential Collection per UNIT	\$ <u>NO BID</u> . _____
Garbage Collection	\$ <u>NO BID</u> . _____
Trash Collection	\$ <u>NO BID</u> . _____
Recycling Collection	\$ <u>NO BID</u> . _____
TOTAL MONTHLY RATE PER UNIT	\$ <u>NO BID</u> . _____



RATE SCHEDULE – Option 2
SOLID WASTE AND RECYCLING COLLECTION SERVICES
RFP No: 2014-01

OPTION 2

Residential Collection per UNIT	\$ <u>NO BID</u> . _____
Garbage Collection	\$ <u>NO BID</u> . _____
Trash Collection	\$ <u>NO BID</u> . _____
Recycling Collection	\$ <u>NO BID</u> . _____
TOTAL MONTHLY RATE PER UNIT	\$ <u>NO BID</u> . _____



RATE SCHEDULE – Option 3
SOLID WASTE AND RECYCLING COLLECTION SERVICES
RFP No: 2014-01

OPTION 3

Residential Collection per UNIT	\$ <u>28</u> . <u>79</u>
Garbage Collection	\$ <u>22</u> . <u>69</u>
Trash Collection	\$ <u>3</u> . <u>35</u>
Recycling Collection	\$ <u>2</u> . <u>75</u>
TOTAL MONTHLY RATE PER UNIT	\$ <u>28</u> . <u>79</u>



RATE SCHEDULE – SPECIAL SERVICES
SOLID WASTE AND RECYCLING COLLECTION SERVICES
 RFP No: 2014-01

Service	Rate Per Service
Rolled Out Commercial 95 or 101 gallon container, with 10 or more fee per direction	\$ <u> N/A </u> . <u> </u>
Rolled Out Container (and returning it to original location)	\$ <u> N/A </u> . <u> </u>
Back Door Service (Residential Curbside Only)	\$ <u> N/A </u> . <u> </u>
Opening (and closing) Door or Gates	\$ <u> 0 </u> . <u> 00 </u>
Locks for Containers	\$ <u> N/A </u> . <u> </u>
Unlocking Containers	\$ <u> N/A </u> . <u> </u>
Supplying (and retro-fitting) locking mechanism or container	\$ <u> N/A </u> . <u> </u>
Adding wheels to or changing wheels on containers	\$ <u> N/A </u> . <u> </u>
Adding lids to or changing lids on containers	\$ <u> N/A </u> . <u> </u>
Moving container location per customer request	\$ <u> 0 </u> . <u> 00 </u>
Changing out Sizes (above twice per year)	\$ <u> N/A </u> . <u> </u>
Additional schedule Pick-ups for Residential Containerized Customers	\$ <u> N/A </u> . <u> </u>
Additional Quarterly special trash manual/non mechanical pick up.	\$ <u> 15 </u> . <u> 00/cy </u>
Special service or special equipment required because of impaired accessibility	\$ <u> 0 </u> . <u> 00 </u>
Turn around compactors	\$ <u> N/A </u> . <u> </u>

Clarifications/Exceptions to Proposal as Submitted in “BID FORM” and “RATE SCHEDULE”

The proposal as submitted is subject to the following conditions:

- Inclusion of a reasonable force majeure
- Inclusion of annual rate adjustments based on changes in the cost of diesel fuel and Consumer Price Index (CPI), and rate adjustments for any increases in the solid waste disposal rate as set forth by Miami-Dade County
- The initial term will be five years, and renewals will be subject to mutual consent

We believe that these exceptions are both fair and reasonable, and will result in a long-term, mutually beneficial partnership between the Village and Waste Management.



**Bid Forms for
RFP 2014-01**

**Southern Waste
Systems**



BID FORM – OPTION 1
SOLID WASTE AND RECYCLING COLLECTION SERVICES
 RFP No: 2014-01

THE UNDERSIGNED BIDDER, having familiarized itself with the specifications in the Invitation to Bid, and all laws, regulations and other factors affecting performance of the work, and having satisfied itself of the expense and difficulties attended in the performance of a contract, HEREBY PROPOSES AND AGREES, in this Bid No. RFP NO: 2014-01, Solid Waste and Recycling Collection Services is accepted, to enter into a contract to perform under all terms and conditions as stated herein for the following price:

OPTION 1

SERVICE AREA

RESIDENTIAL	UNIT Cost per Month (in words) (numbers)	UNIT	Estimated No. Units	Numbers
Garbage - Twice a week manual / non mechanical pick-up	DOLLARS (\$ 16 . 52)	Dwelling	x 1298	\$21442 . 96
Trash - Once a week manual / non mechanical pick-up	DOLLARS (\$4 . 77)	Dwelling	x 1298	\$ 6191 . 46
Recycling - Once a week manual / non mechanical pick-up	DOLLARS (\$ 3 . 30)	Dwelling	x 1298	\$ 4283 . 40
TOTAL Residential MONTHLY Cost:				\$31917 . 82
				x 12 months
TOTAL Residential ANNUAL Cost:				\$ 383013 . 84

SWS



BID FORM – OPTION 2
SOLID WASTE AND RECYCLING COLLECTION SERVICES
 RFP No: 2014-01

THE UNDERSIGNED BIDDER, having familiarized itself with the specifications in the Invitation to Bid, and all laws, regulations and other factors affecting performance of the work, and having satisfied itself of the expense and difficulties attended in the performance of a contract, **HEREBY PROPOSES AND AGREES**, in this Bid No. RFP NO: 2014-01, Solid Waste and Recycling Collection Services is accepted, to enter into a contract to perform under all terms and conditions as stated herein for the following price:

OPTION 2

SERVICE AREA

RESIDENTIAL	UNIT Cost per Month		UNIT	Estimated No. Units	Numbers
	(in words)	(numbers)			
Garbage - Twice a week automated/mechanical pick-up	DOLLARS (\$16.70)	Dwelling	x 1298	\$ 21676.60	
Trash - Once a week automated/mechanical pick-up	DOLLARS (\$4.77)	Dwelling	x 1298	\$ 6191.46	
Recycling - Once a week automated/mechanical pick-up	DOLLARS (\$3.30)	Dwelling	x 1298	\$ 4283.40	
TOTAL Residential MONTHLY Cost:				\$ 32151.46	
				x 12 months	
TOTAL Residential ANNUAL Cost:				\$ 385817.52	

SWS



BID FORM – OPTION 3
SOLID WASTE AND RECYCLING COLLECTION SERVICES
 RFP No: 2014-01

THE UNDERSIGNED BIDDER, having familiarized itself with the specifications in the Invitation to Bid, and all laws, regulations and other factors affecting performance of the work, and having satisfied itself of the expense and difficulties attended in the performance of a contract, HEREBY PROPOSES AND AGREES, in this Bid No. RFP NO: 2014-01, Solid Waste and Recycling Collection Services is accepted, to enter into a contract to perform under all terms and conditions as stated herein for the following price:

OPTION 3

SERVICE AREA

RESIDENTIAL	UNIT Cost per Month (In words) (numbers)	UNIT	Estimated No. Units	Numbers
Garbage <i>(Provide method & frequency)</i> 2 men rear load truck 2x weekly	with cart DOLLARS (\$15.50)	Dwelling	x 1298	\$20119.00
Trash <i>(Provide method & frequency)</i> 2 men rear load truck 2x weekly	no cart DOLLARS (\$ 4.77)	Dwelling	x 1298	\$6191.46
Recycling <i>(Provide method & frequency)</i> 1x weekly with cart	DOLLARS (\$ 3.30)	Dwelling	x 1298	\$4283.40
TOTAL Residential MONTHLY Cost:				\$30593.86
				x 12 months
TOTAL Residential ANNUAL Cost:				\$367126.32

SWS



RATE SCHEDULE – Option 1
SOLID WASTE AND RECYCLING COLLECTION SERVICES
RFP No: 2014-01

OPTION 1

Residential Collection per UNIT	\$	<u>24 59</u>
Garbage Collection	\$	<u>16 52</u>
Trash Collection	\$	<u>4 77</u>
Recycling Collection	\$	<u>3 30</u>
TOTAL MONTHLY RATE PER UNIT	\$	<u>24.59</u>

SWS



RATE SCHEDULE – Option 2
SOLID WASTE AND RECYCLING COLLECTION SERVICES
RFP No: 2014-01

OPTION 2

Residential Collection per UNIT	\$ <u>24.77</u>
Garbage Collection	\$ <u>16.70</u>
Trash Collection	\$ <u>4.77</u>
Recycling Collection	\$ <u>3.30</u>
TOTAL MONTHLY RATE PER UNIT	\$ <u>24.77</u>

SWS



RATE SCHEDULE – Option 3
SOLID WASTE AND RECYCLING COLLECTION SERVICES
RFP No: 2014-01

OPTION 3

Residential Collection per UNIT	\$ <u>23.57</u>
Garbage Collection	\$ <u>15.50</u>
Trash Collection	\$ <u>4.77</u>
Recycling Collection	\$ <u>3.30</u>
TOTAL MONTHLY RATE PER UNIT	\$ <u>23.57</u>

SWS



RATE SCHEDULE -- SPECIAL SERVICES
SOLID WASTE AND RECYCLING COLLECTION SERVICES
 RFP No: 2014-01

Service	Rate Per Service	
Rolled Out Commercial 95 or 101 gallon container, with 10 or more fee per direction	\$ <u>20</u> . 00	per month
Rolled Out Container (and returning it to original location)	\$ <u>no charge</u>	
Back Door Service (Residential Curbside Only)	\$ <u>30</u> . 00	per month
Opening (and closing) Door or Gates	\$ <u>no charge</u>	
Locks for Containers	\$ <u>20</u> . 00	each
Unlocking Containers	\$ <u>5</u> . 00	per service
Supplying (and retro lifting) locking mechanism or container	\$ <u>100</u> . 00	each
Adding wheels to or changing wheels on containers	\$ <u>no charge</u>	
Adding lids to or changing lids on containers	\$ <u>no charge</u>	
Moving container location per customer request	\$ <u>no charge</u>	
Changing out Sizes (above twice per year)	\$ <u>75</u> . 00	each change
Additional schedule Pick-ups for Residential Containerized Customers	\$ <u>20</u> . 00	per yard
Additional Quarterly special trash manual/non mechanical pick up.	\$ <u>52</u> . 00	per ton
Special service or special equipment required because of impaired accessibility	\$ <u>no charge</u>	
Turn around compactors	\$ <u>no charge</u>	

SWS

Bid Forms for RFP 2014-01

Republic Services



BID FORM – OPTION 1
SOLID WASTE AND RECYCLING COLLECTION SERVICES
RFP No: 2014-01

THE UNDERSIGNED BIDDER, having familiarized itself with the specifications in the Invitation to Bid, and all laws, regulations and other factors affecting performance of the work, and having satisfied itself of the expense and difficulties attended in the performance of a contract, HEREBY PROPOSES AND AGREES, in this Bid No. RFP NO: 2014-01, Solid Waste and Recycling Collection Services is accepted, to enter into a contract to perform under all terms and conditions as stated herein for the following price:

OPTION 1

SERVICE AREA

RESIDENTIAL	UNIT Cost per Month		UNIT	Estimated No. Units	Numbers
	(in words)	(numbers)			
Garbage - Twice a week manual / non mechanical pick-up	DOLLARS (\$18.21)	Dwelling	x 1298	\$ 23,637	
Trash - Once a week manual / non mechanical pick-up	DOLLARS (\$ 13.06)	Dwelling	x 1298	\$ 16,952	
Recycling - Once a week manual / non mechanical pick-up	DOLLARS (\$ 3.03)	Dwelling	x 1298	\$ 3,932	
TOTAL Residential MONTHLY Cost:				\$ 44,521	
				x 12 months	
TOTAL Residential ANNUAL Cost:				\$ 534,257	

Rep Src



BID FORM – OPTION 2
SOLID WASTE AND RECYCLING COLLECTION SERVICES
RFP No: 2014-01

THE UNDERSIGNED BIDDER, having familiarized itself with the specifications in the Invitation to Bid, and all laws, regulations and other factors affecting performance of the work, and having satisfied itself of the expense and difficulties attended in the performance of a contract, HEREBY PROPOSES AND AGREES, in this Bid No. RFP NO: 2014-01, Solid Waste and Recycling Collection Services is accepted, to enter into a contract to perform under all terms and conditions as stated herein for the following price:

OPTION 2

SERVICE AREA

RESIDENTIAL	UNIT Cost per Month		UNIT	Estimated No. Units	Numbers
	(In words)	(numbers)			
Garbage - Twice a week automated/mechanical pick-up		DOLLARS (\$ 18.10)	Dwelling	x 1298	\$ 23,494
Trash - Once a week automated/mechanical pick-up		DOLLARS (\$ 12.14)	Dwelling	x 1298	\$ 15,758
Recycling - Once a week automated/mechanical pick-up		DOLLARS (\$ 3.03)	Dwelling	x 1298	\$ 3,933
TOTAL Residential MONTHLY Cost:					\$ 43,185
					x 12 months
TOTAL Residential ANNUAL Cost:					\$ 518,220

Repsves



BID FORM – OPTION 3
SOLID WASTE AND RECYCLING COLLECTION SERVICES
RFP No: 2014-01

THE UNDERSIGNED BIDDER, having familiarized itself with the specifications in the Invitation to Bid, and all laws, regulations and other factors affecting performance of the work, and having satisfied itself of the expense and difficulties attended in the performance of a contract, HEREBY PROPOSES AND AGREES, in this Bid No. RFP NO: 2014-01, Solid Waste and Recycling Collection Services is accepted, to enter into a contract to perform under all terms and conditions as stated herein for the following price:

OPTION 3

SERVICE AREA

RESIDENTIAL	UNIT Cost per Month		UNIT	Estimated No. Units	Number's
	(in words)	(numbers)			
Garbage <i>(Provide method & frequency)</i>	DOLLARS (\$ 19.01)	Dwelling	x 1298	\$ 24,675	
Trash <i>(Provide method & frequency)</i>	DOLLARS (\$ 12.14)	Dwelling	x 1298	\$ 15,758	
Recycling <i>(Provide method & frequency)</i>	DOLLARS (\$ 3.03)	Dwelling	x 1298	\$ 3,933	
TOTAL Residential MONTHLY Cost:				\$ 44,366	
				x 12 months	
TOTAL Residential ANNUAL Cost:				\$ 532,392	

Rep Sves



RATE SCHEDULE – Option 1
SOLID WASTE AND RECYCLING COLLECTION SERVICES
RFP No: 2014-01

OPTION 1

Residential Collection per UNIT (Annually)	\$ <u>411 .60</u>
Garbage Collection	\$ <u>18 .21</u>
Trash Collection	\$ <u>13 .06</u>
Recycling Collection	\$ <u>3 .03</u>
TOTAL MONTHLY RATE PER UNIT	\$ <u>34 .30</u>

Rep Sves



RATE SCHEDULE – Option 2
SOLID WASTE AND RECYCLING COLLECTION SERVICES
RFP No: 2014-01

OPTION 2

Residential Collection per UNIT (Annually)	\$ <u>399 .24</u>
Garbage Collection	\$ <u>18 .10</u>
Trash Collection	\$ <u>12 .14</u>
Recycling Collection	\$ <u>3 .03</u>
TOTAL MONTHLY RATE PER UNIT	\$ <u>33 .27</u>

RepSvs



RATE SCHEDULE – Option 3
SOLID WASTE AND RECYCLING COLLECTION SERVICES
RFP No: 2014-01

OPTION 3

Residential Collection per UNIT (Annually)	\$ <u>410 .16</u>
Garbage Collection	\$ <u>19 .01</u>
Trash Collection	\$ <u>12 .14</u>
Recycling Collection	\$ <u>3 .03</u>
TOTAL MONTHLY RATE PER UNIT	\$ <u>34 .18</u>

RepSvs



RATE SCHEDULE – SPECIAL SERVICES
SOLID WASTE AND RECYCLING COLLECTION SERVICES

RFP No: 2014-01

Service	Rate Per Service
Rolled Out Commercial 95 or 101 gallon container, with 10 or more fee per direction	\$ <u>50 .00</u>
Rolled Out Container (and returning it to original location)	\$ <u>50 .00</u>
Back Door Service (Residential Curbside Only)	\$ <u>50 .00</u>
Opening (and closing) Door or Gates	\$ <u>15 .00</u>
Locks for Containers	\$ <u>10 .00</u>
Unlocking Containers	\$ <u>10 .00</u>
Supplying (and retro lifting) locking mechanism or container	\$ <u>150 .00</u>
Adding wheels to or changing wheels on containers	\$ <u>100 .00</u>
Adding lids to or changing lids on containers	\$ <u>75 .00</u>
Moving container location per customer request	\$ <u>100 .00</u>
Changing out Sizes (above twice per year)	\$ <u>100 .00</u>
Additional schedule Pick-ups for Residential Containerized Customers	\$ <u>100 .00</u>
Additional Quarterly special trash manual/non mechanical pick up.	\$ <u>150 .00</u>
Special service or special equipment required because of impaired accessibility	\$ <u>75 .00</u>
Turn around compactors	\$ <u>75 .00</u>

RepSvs

Bid Forms for RFP 2014-01

Waste Pro



BID FORM – OPTION 1
SOLID WASTE AND RECYCLING COLLECTION SERVICES
 RFP No: 2014-01

THE UNDERSIGNED BIDDER, having familiarized itself with the specifications in the Invitation to Bid, and all laws, regulations and other factors affecting performance of the work, and having satisfied itself of the expense and difficulties attended in the performance of a contract, HEREBY PROPOSES AND AGREES, in this Bid No. RFP NO: 2014-01, Solid Waste and Recycling Collection Services is accepted, to enter into a contract to perform under all terms and conditions as stated herein for the following price:

OPTION 1

SERVICE AREA

RESIDENTIAL	UNIT Cost per Month		UNIT	Estimated No. Units	Numbers
	(in words)	(numbers)			
Garbage - Twice a week manual / non mechanical pick-up	Thirteen/Seventy-two	DOLLARS (\$ 13.72)	Dwelling	x 1298	\$ 17,808.56
Trash - Once a week manual / non mechanical pick-up	Eight/Twenty-five	DOLLARS (\$ 8.25)	Dwelling	x 1298	\$ 10,708.50
Recycling - Once a week manual / non mechanical pick-up	Three	DOLLARS (\$ 3.00)	Dwelling	x 1298	\$ 3,894.00
TOTAL Residential MONTHLY Cost:					\$ 32,411.06
					x 12 months
TOTAL Residential ANNUAL Cost:					\$388,932.72

WastePro



BID FORM – OPTION 3
SOLID WASTE AND RECYCLING COLLECTION SERVICES
 RFP No: 2014-01

THE UNDERSIGNED BIDDER, having familiarized itself with the specifications in the Invitation to Bid, and all laws, regulations and other factors affecting performance of the work, and having satisfied itself of the expense and difficulties attended in the performance of a contract, HEREBY PROPOSES AND AGREES, in this Bid No. RFP NO: 2014-01, Solid Waste and Recycling Collection Services is accepted, to enter into a contract to perform under all terms and conditions as stated herein for the following price:

OPTION 3

SERVICE AREA

RESIDENTIAL	UNIT Cost per Month		UNIT	Estimated No. Units	Numbers
	(in words)	(numbers)			
Garbage <i>(Provide method & frequency)</i> 96 gallon carts/semi-automated 1x a week	Twelve/Seventy-two	DOLLARS (\$ 12.72)	Dwelling	x 1298	\$ 16,510.56
Trash <i>(Provide method & frequency)</i> 96 gallon carts/semi-automated 1x a week	Eight/Twenty-Five	DOLLARS (\$ 8.25)	Dwelling	x 1298	\$ 10,708.50
Recycling <i>(Provide method & frequency)</i> 96 gallon carts 1x a week	Three	DOLLARS (\$ 3.00)	Dwelling	x 1298	\$ 3,894.00
TOTAL Residential MONTHLY Cost:					\$31,113.06
					x 12 months
TOTAL Residential ANNUAL Cost:					\$373,356.72

WastePro



RATE SCHEDULE – Option 1
SOLID WASTE AND RECYCLING COLLECTION SERVICES
RFP No: 2014-01

OPTION 1

Residential Collection per UNIT	\$ <u>24 . 97</u>
Garbage Collection	\$ <u>13 . 72</u>
Trash Collection	\$ <u>8 . 25</u>
Recycling Collection	\$ <u>3 . 00</u>
TOTAL MONTHLY RATE PER UNIT	\$ <u>24 . 97</u>

Waste Pro



RATE SCHEDULE – Option 2
SOLID WASTE AND RECYCLING COLLECTION SERVICES
RFP No: 2014-01

OPTION 2

Residential Collection per UNIT	\$ <u>26.97</u>
Garbage Collection	\$ <u>15.72</u>
Trash Collection	\$ <u>8.25</u>
Recycling Collection	\$ <u>3.00</u>
TOTAL MONTHLY RATE PER UNIT	\$ <u>26.97</u>

WastePro



RATE SCHEDULE – Option 3
SOLID WASTE AND RECYCLING COLLECTION SERVICES
RFP No: 2014-01

OPTION 3

Residential Collection per UNIT	\$ <u>23.97</u>
Garbage Collection	\$ <u>12.72</u>
Trash Collection	\$ <u>8.25</u>
Recycling Collection	\$ <u>3.00</u>
TOTAL MONTHLY RATE PER UNIT	\$ <u>23.97</u>

Waste Pro



RATE SCHEDULE – SPECIAL SERVICES
SOLID WASTE AND RECYCLING COLLECTION SERVICES
 RFP No: 2014-01

Service	Rate Per Service
Rolled Out Commercial 95 or 101 gallon container, with 10 or more fee per direction	\$ <u>27 . 96</u>
Rolled Out Container (and returning it to original location)	\$ <u>3 . 50</u>
Back Door Service (Residential Curbside Only)	\$ <u>3 . 50</u>
Opening (and closing) Door or Gates	\$ <u>3 . 50</u>
Locks for Containers	\$ <u>14 . 00</u>
Unlocking Containers	\$ <u>14 . 00</u>
Supplying (and retro lifting) locking mechanism or container	\$ <u>10 . 00</u>
Adding wheels to or changing wheels on containers	\$ <u>14 . 00</u>
Adding lids to or changing lids on containers	\$ <u>25 . 00</u>
Moving container location per customer request	\$ <u>25 . 00</u>
Changing out Sizes (above twice per year)	\$ <u>25 . 00</u>
Additional schedule Pick-ups for Residential Containerized Customers	\$ <u>14 . 34</u>
Additional Quarterly special trash manual/non mechanical pick up.	\$ <u>15 . 00</u> per cubic yard
Special service or special equipment required because of impaired accessibility	\$ <u>15 . 00</u> /month
Turn around compactors	\$ <u>50 . 00</u>

Waste Pro



Village of Biscayne Park

Commission Agenda Report

Village Commission Meeting Date: April 1, 2014

Subject: Village Photo Contest

Prepared By: Commissioner Barbara Watts

Sponsored By: Commissioner Barbara Watts

Background

Prompted by a similar contest in Miami Shores recently published in the Egret, a resident suggested that the Village should consider doing something similar. It could promote public spirit and Biscayne Park's sense of community. Keeping it simple, I envision:

1. A contest three or four times a year of photographs taken in Biscayne Park, either to coincide with the Village Newsletter or the seasons.
2. Two categories:
 - a. 18 years old and over (Adults)
 - b. Under 18 years old (Teens and children)

We could further divide professionals from non-professionals and teens from children.
3. Electronic submission of photos (black/white or color), with the following information: Name of photographer, address, contact information, camera or

April 1, 2014

Commission Agenda Report

Village Photo Contest

electronic device used to take the photograph, date, time and location. Optional brief description of the photograph and the circumstances of when it was taken.

4. Deadlines, etc., to be determined.
5. Winners: One winner from each category. Possible consideration of honorable mention.
6. Prizes: The winning pictures will be featured on the Biscayne Park website and placed in its electronic photo archives. Also published in the Village Newsletter. An 18" x 24" print to be displayed at the Recreation Center for one year. Winners to be recognized with a commendation by the Village Commission.
7. Categories for photographs:
 - a. Nature
 - b. Parks, parkways, medians
 - c. Animals / pets in recognizable Biscayne Park setting
 - d. Animals in general
 - e. Homes and yards
 - f. Biscayne Park events
 - g. People
 - h. "Anything goes"

Fiscal/Budget Impact

Cost for 18" x 24" good quality prints on poster paper is approximately \$25; 8" x 12" is \$5.99 through FedEx Kinkos (less any account discounts).

Recommendation

Accept.



Village of Biscayne Park Commission Agenda Report

Village Commission Meeting Date: April 1, 2014

Subject: Let's Move Campaign

Prepared By: Commissioner Roxanna Ross

Sponsored By: Commissioner Roxanna Ross

Background

February 9, 2014, marked the fourth anniversary of First Lady Michelle Obama's *Let's Move!* initiative to educate and engage everyone in leading healthier lives and reaching each person's full potential, with a focus on childhood obesity. See attached materials.

The Village Commission adopted Resolution 2010-28 Relating to the National Let's Move Campaign, on October 5, 2010, and expressed the Village's commitment to support efforts to (1) help parents make healthy family choices, (2) create healthy schools, (3) provide access to healthy and affordable foods, and (4) promote physical activity.

The Village has over time regularly sponsored events, activities and measures that are supportive of healthy lifestyle choices for children, and recently additional programs have become available for adults and seniors. However, we sometimes fall short on promoting, documenting and reporting on these successes.

The Recreation Advisory Board is tasked, in part, ". . . to enlist public support, the assistance of civil, technical, scientific and educational organizations, and cooperation of other businesses or organizations in order to implement programs and projects approved by the Village Commission; to render all possible cooperation of the state, federal, county and other government agencies in order to implement any program or project approved by the Village

April 1, 2014

Commission Agenda Report

Commission; to maintain all information, data and exhibits which may be gathered related to the quality of life within the Village for use and benefit of any and all Village residents. . . “

With the assistance of The Recreation Advisory Board, the Village could have a more active role in the national *Let's Move !* campaign, by taking on the role of a “task force” to

- Help renew the Village’s registration as a Let’s Move city;
- Develop promotional flyers, and otherwise engage Village residents to participate in existing programs and events;
- Develop flyers and materials to educate Village residents on the benefits of physical activities and measureable goals;
- Develop flyers and materials to promote healthy food choices and eating habits;
- Engage residents on the *Let’s Move!* initiatives, and assist staff, at upcoming Village events: 4/19 Spring Egg Hunt, 5/17 Movie Night in the Park, 6/21 Food & Tunes, 7/4 Bark of July/ Dogs in the Part Day, 8/16 Back to School/ Children’s Safety Day, Fun Run/ Health and Fitness Expo;
- Using the tools and resources available through letsmove.gov and the National League of Cities website, assist with the implementation, documentation and recognition of the Village’s successes in moving toward a healthier future.

Fiscal/Budget Impact

Budget neutral, but encourages focused effort from the Village’s volunteer Recreational Advisory Board to improve the community.

Staff Recommendation

Attachments

Resolution 2010-28

Materials from www.LetsMove.gov

TAKE
ACTION

MAYORS & LOCAL OFFICIALS

5

simple steps TO SUCCESS

Elected officials offer the unique ability to spur action and bring communities together in this movement. Mayors and municipal officials are encouraged to adopt a long-term, sustainable, and holistic approach to fighting childhood obesity. This movement recognizes that every city is different, and every town will require its own distinct approach to the issue.



1

Become a Let's Move City or Town

The First Lady is calling on mayors and elected officials across the country to join her *Let's Move!* campaign. *Let's Move Cities and Towns* engages mayors and other municipal leaders in the campaign to solve the problem of childhood obesity within a generation. *Let's Move Cities and Towns* emphasizes the unique ability of communities to solve the challenge locally, and the critical leadership mayors and elected officials can provide to bring communities together and spur action.

Let's Move! Cities and Towns is designed to encourage mayors and elected officials to adopt a long-term, sustainable, and holistic approach to fight childhood obesity. This initiative recognizes that every city is different, and every town will require a distinct approach to the issue. Once an elected official signs up as a prospective *Let's Move City* or a *Let's Move Town*, he or she will choose at least one significant action to take over the following twelve months in each of the four pillar areas:

1. Help Parents Make Healthy Family Choices
2. Create Healthy Schools
3. Provide Access to Healthy and Affordable Food
4. Promote Physical Activity

REQUIREMENTS:

Let's Move Cities and Towns must submit a first quarter and end-of-year update, describing the city's or town's plan, timeline, and actions. These reports will be posted online. Then, a city or town may become a *Let's Move City* or *Let's Move Town*.

Let's Move Cities and Towns for a given year may be recognized in the following ways:

- Let's Move! Intergovernmental Affairs representatives will seek out cities and towns to highlight and celebrate initiatives.
- Accomplishments and ideas for future action may be highlighted on the *Let's Move!* website.



1

2

3

4

5

1

Become a Let's Move City or Town **CONTINUED**

- Mayors from *Let's Move Cities and Towns* will be invited to participate in conference calls with White House and federal agency staff to share ideas, discuss barriers, celebrate progress.
- *Let's Move Cities and Towns* will receive a certificate of acknowledgement confirming qualification as a *Let's Move City* or *Let's Move Town*.
- Mayors from *Let's Move Cities and Towns* may be invited to attend events to celebrate collective success in combating childhood obesity.

A CALL TO ACTION

Over the past three decades, childhood obesity rates in America have tripled, and today, nearly one in three children in America are overweight or obese. One-third of all children born in 2000 or later will suffer from diabetes at some point in their lives; many others will face chronic obesity-related health problems like heart disease, high blood pressure, cancer, and asthma. A recent study put the health care costs of obesity-related diseases at \$147 billion per year. This epidemic also impacts the nation's security, as obesity is now one of the most common disqualifiers for military service.

In an address to mayors in January, 2010, First Lady Michelle Obama called them to take a leadership role in the *Let's Move!* campaign to solve the epidemic of childhood obesity within a generation. "The idea here is very simple: to put in place common sense, innovative solutions that empower families and communities to make healthy decisions for their kids," stated Mrs. Obama.



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Become a Let's Move City or Town **CONTINUED**

STEPS FOR MAYORS AND ELECTED OFFICIALS

To become a prospective *Let's Move City* or *Let's Move Town*, mayors and elected officials can make an impact by:

1. **Helping Parents Make Healthy Family Choices:** Offer parents tools, support, and information to make healthier choices for their families.
2. **Improving the Health of Schools:** Promote healthier food in schools.
3. **Increasing Physical Activity Opportunities:** Promote physical activity in your schools, city, or town.
4. **Making Healthy Food Affordable and Accessible:** Eliminate food deserts in your community and improve the affordability of healthy food.

Mayors and elected officials are encouraged to take action in each of the four areas. The following pages outline ideas for strategies and programs to take a leadership role. These are some ideas to get started —this program should be tailored to the characteristics and needs of the particular city or town. *Let's Move Cities and Towns* welcomes your ideas, input, and feedback on efforts that are really working and those that aren't. Mayors and elected officials can be the

2

Help Parents Make Healthy Family Choices

Parents play a key role in making healthy choices for their children and teaching their children to make healthy choices for themselves. In today's busy world, this isn't always easy.

Mayors and elected officials can offer parents the tools, support, and information they need to make healthier choices for their families in the following ways:

- Launch a city website with information for parents on healthy living.
- Create a healthy food promotional campaign, and offer a "healthy eating" designation to restaurants who offer healthier food and beverages and reasonably-sized portions.
- Form a community coalition tasked with identifying local barriers to healthy living.
- Promote local community organizations that provide access to healthy activities.
- Through public service announcements and community events:
 - Serve as a role model in your own community by adopting a healthy lifestyle.
 - Encourage parents to become healthy role models for their children.
 - Encourage parents to help children get off to a good start by promoting breastfeeding.

3

Improve the Health of Schools

More than 31 million children participate in the National School Lunch Program, more than 11 million participate in the National School Breakfast Program, and many children are consuming up to half of their daily calories at school. As families work to ensure that kids eat right and have active play at home, mayors and elected officials can take steps to ensure kids have access to healthy meals in schools.

The HealthierUS Schools Challenge establishes rigorous criteria for schools' food quality, participation in meal programs, physical activity, physical education, and nutrition education—the key components that make for healthy and active kids—and provides recognition for schools that meet these criteria.

Over the next school year, the U.S. Department of Agriculture, working with partners in schools and the private sector, is committed to doubling the number of schools that meet the HealthierUS Schools Challenge and adding 1,000 schools per year for two years after that.

Mayors and local officials can promote healthier food in schools in the following ways:

- Encourage local school districts to participate in the HealthierUS School Challenge.
- Encourage all schools to provide a school breakfast program.
- Support the development of a summer food service program.
- Support upgrades or exchanges of school cafeteria equipment. For example, swap out a deep fryer for a salad bar.
- Promote the expansion or improvement of nutrition education in schools.
- Work to ensure that school cafeterias are designed to encourage children to choose healthier snacks and meals, including a free or reduced price lunch or breakfast.
- Promote school gardens.
- Promote farm to school programs and the incorporation of fresh food into school meals.

3

Improve the Health of Schools CONTINUED

- Encourage participation in school lunch and breakfast programs to address the needs of low-income children.
- Encourage schools to implement the nutritional standards recommended by the Institute of Medicine for foods sold outside of school meals and in vending machines.
- Promote healthy food in other facilities where young people are being educated, including juvenile correction.



4

Increase Physical Activity Opportunities

Children need 60 minutes of active play each day. Yet only a third of high school students get the recommended levels of physical activity, and the average American child spends more than 7.5 hours a day watching TV and movies, using cell phones and computers, and playing video games. Through public-private partnerships, and reforms of existing programs, Mayors and community leaders can help address this imbalance.

Mayors and community leaders can promote increased physical activity in the following ways:

- Participate, and encourage other groups and organizations to participate, in the Presidential Active Lifestyle Award program.
- Establish a local fitness challenge that sets goals for physical activity.
- Encourage daily, high-quality physical education for students in kindergarten through grade 12 (150 minutes per week for elementary schools and 225 minutes per week for secondary schools)
- Encourage schools to incorporate daily recess, in addition to physical education classes.
- Work with school officials to develop joint-use agreements so that community residents can use school facilities for physical activity, and school officials and students can use community facilities for physical activity.
- Build physical activity into classroom lessons.
- Encourage schools to offer physical activity opportunities before or after school hours.
- Promote safe routes to school.
- Incorporate physical activity into the planning and design of every physical improvement to the city—from municipal buildings and new parks to streets and sidewalks.
- Incorporate pedestrian and bicycle lanes into street development.
- Promote spaces for community members to be active—including parks and green space, outdoor sports fields and facilities, walking and biking trails, public pools, and community playgrounds—and prioritize the development of these spaces in underserved areas.

4

Increase Physical Activity Opportunities CONTINUED

- Enhance public safety near parks and other public spaces.
- Develop a “park deserts map” that indicates the distance from population centers to parks and green spaces.
- Offer physically active intramural sports for students of all skill levels and make sure that it is free and affordable for all children.
- Foster partnerships within the community among schools, business, and nonprofit organizations to encourage physical activity.
- Join with amateur and professional sports teams to promote physical activity.



5

Make Healthy Food Affordable and Accessible

More than 23 million Americans, including 6.5 million children, live in low-income urban and rural neighborhoods that are more than a mile from a supermarket. These communities, where access to affordable, quality, nutritious food is lacking are also known as food deserts. Lack of access is one reason why many children are not eating recommended levels of fruits, vegetables, and whole grains. Food insecurity and hunger among children is widespread. A recent USDA report showed that in 2008, an estimated 49 million people, including 17 million children, lived in households that experienced hunger multiple times throughout the year.

Mayors and municipal officials can expand the availability of affordable, healthy food in their communities by taking the following steps:

- Offer incentives to new and/or existing food retailers to offer healthier food and beverage choices in underserved areas.
- Pass food policies that require food and beverages purchased with government funds to meet certain nutrition standards.
- Support the sale of local foods across the community by offering incentives and encouraging the establishment of farmers' markets.
 - Encourage local food retailers and farmers markets to accept SNAP (food stamps) and WIC Program benefits.
 - Encourage local foundations to sponsor Electronic Benefit Transfer matching programs at farmers markets.
- Establish a policy to apply nutrition standards to all food sold (e.g., meal menus and vending machines) within local government facilities.
- Require access to free and safe drinking water in public places.
- Ensure that residents can access healthy and affordable food through public transportation—by realigning bus routes, providing free shuttles, or other means.

5

Make Healthy Food Affordable and Accessible

CONTINUED

- Promote policies that support and protect community gardens. For example, mayors can work with local neighborhoods to convert blighted areas into green spaces that can be used for community gardens.
- Connect families with nutrition programs like SNAP and the emergency food system.
- Form a local food policy council or participate in an existing one.



Resources

For more ideas, strategies and guides, take advantage of these recommended resources:

1. Action Strategies for Healthy Communities
The Robert Wood Johnson Foundation Leadership for Healthy Communities
<http://www.leadershipforhealthycommunities.org/content/view/352/154/>
2. Combating Childhood Obesity” Action Plan for Municipal Leaders
The National League of Cities
http://www.nlc.org/ASSETS/FC9AD61015584D1789198583E6C888E8/IYEF_Action_Kit_Childhood_Obesity.pdf
3. Local Government Actions to Prevent Childhood Obesity
National Academies, Institute of Medicine
<http://www.iom.edu/Reports/2009/ChildhoodObesityPreventionLocalGovernments.aspx>
4. Mayors Guide to Fighting Childhood Obesity
The U.S. Conference of Mayors
<http://usmayors.org/chhs/healthycities/documents/guide-200908.pdf>
5. Recommended Community Strategies and Measurements to Prevent Obesity in the United States
Centers for Disease Control and Prevention
<http://www.cdc.gov/mmwr/pdf/rr/rr5807.pdf>

America's Move to Raise a Healthier Generation of Kids

[About Let's Move](#)

[The Epidemic of Childhood Obesity](#)

[Learn the Facts](#)

[Getting Started: What is Obesity?](#)

[Health Problems and Childhood Obesity](#)

[Videos and Photos](#)

[White House Task Force on Childhood Obesity](#)

[The Partnership for a Healthier America](#)

[Newsroom](#)

[Logo and Usage](#)

[Programs](#)

[Accomplishments](#)

[Resources](#)



Learn The Facts

"The physical and emotional health of an entire generation and the economic health and security of our nation is at stake."

- First Lady Michelle Obama at the Let's Move! launch on February 9, 2010

Obesity by the numbers

Over the past three decades, childhood obesity rates in America have tripled, and today, nearly one in three children in America are overweight or obese. The numbers are even higher in African American and Hispanic communities, where nearly 40% of the children are overweight or obese. If we don't solve this problem, one third of all children born in 2000 or later will suffer from diabetes at some point in their lives. Many others will face chronic obesity-related health problems like heart disease, high blood pressure, cancer, and asthma.

How Did We Get Here?

Thirty years ago, most people led lives that kept them at a healthy weight. Kids walked to and from school every day, ran around at recess, participated in gym class, and played for hours after school before dinner. Meals were home-cooked with reasonable portion sizes and there was always a vegetable on the plate. Eating fast food was rare and snacking between meals was an occasional treat.

Today, children experience a very different lifestyle. Walks to and from school have been replaced by car and bus rides. Gym class and after-school sports have been cut; afternoons are now spent with TV, video games, and the internet. Parents are busier than ever and families eat fewer home-cooked meals. Snacking between meals is now commonplace.

Thirty years ago, kids ate just one snack a day, whereas now they are trending toward three snacks, resulting in an additional 200 calories a day. And one in five school-age children has up to six snacks a day.

Portion sizes have also exploded- they are now two to five times bigger than they were in years past. Beverage portions have grown as well- in the mid-1970s, the average sugar-sweetened beverage was 13.6 ounces compared to today, kids think nothing of drinking 20 ounces of sugar-sweetened beverages at a time.



[+ Share/Bookmark](#)

In total, we are now eating 31 percent more calories than we were forty years ago—including 56 percent more fats and oils and 14 percent more sugars and sweeteners. The average American now eats fifteen more pounds of sugar a year than in 1970.

Eight to 18-year old adolescents spend an average of 7.5 hours a day using entertainment media, including, TV, computers, video games, cell phones and movies, and only one-third of high school students get the recommended levels of physical activity.

Now that's the bad news. The good news is that by making just a few lifestyle changes, we can help our children lead healthier lives—and we already have the tools we need to do it. We just need the will.

Let's Move!

Let's Move! is a comprehensive initiative, launched by the First Lady, dedicated to solving the challenge of childhood obesity within a generation, so that children born today will grow up healthier and able to pursue their dreams. Combining comprehensive strategies with common sense, *Let's Move!* is about putting children on the path to a healthy future during their earliest months and years. Giving parents helpful information and fostering environments that support healthy choices. Providing healthier foods in our schools. Ensuring that every family has access to healthy, affordable food. And, helping kids become more physically active.

Everyone has a role to play in reducing childhood obesity, including parents, elected officials from all levels of government, schools, health care professionals, faith-based and community-based organizations, and private sector companies. Your involvement is key to ensuring a healthy future for our children.

America's Move to Raise a Healthier Generation of Kids

[HOME](#) [BLOG](#) [ABOUT LET'S MOVE](#) [EMAIL UPDATES](#) [EN ESPAÑOL](#)

[Take Action](#)

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[Community Leaders](#)

[Chefs](#)

[Kids](#)

[Health Care Providers](#)



A Call to Action for Mayors and Local Elected Officials

Let's Move! is a comprehensive initiative that was launched by the First Lady in 2010 and is dedicated to solving the problem of obesity within a generation, so that children born today will grow up healthier and able to pursue their dreams.

In a [January 2010 address](#), First Lady Michelle Obama called on mayors to take a leadership role. The First Lady has always said that local leaders are uniquely positioned to champion healthy communities, which is why she launched *Let's Move!* Cities and Towns in June 2010. In response, hundreds of local elected officials took action and have taken steps to prevent childhood obesity and make their communities healthier for everyone.

Since then, the initiative expanded to include counties, and in [July 2012 the First Lady announced private and public sector commitments](#) to support *Let's Move!* Cities, Towns and Counties with new tools, resources and a framework to enhance the vital work happening at the local level.

"Every day, local officials like these are changing our children's lives and helping them learn and grow and fulfill every last bit of their potential. And thanks to the commitments we're announcing today, our cities, towns and counties will be able to do even more," said First Lady Michelle Obama. "We still have a long way to go to solve this problem. But if leaders like these keep coming to the table and we all keep working together, then I am confident that we can give all our children the happy, healthy futures they so richly deserve."

Let's Move! Cities, Towns and Counties supports local elected officials who are working to build healthier communities.

Become a Let's Move City, Town or County

Local elected officials can visit www.healthycommunitieshealthyfuture.org to sign up your city, town or county. An elected official can sign his or her location up as a prospective *Let's Move City*, *Let's Move Town* or *Let's Move County*. During this process, he or she must complete a survey and commit to the following goals.

Goals

As of July 2012, local elected officials who sign up as a *Let's Move!* Cities, Towns, and Counties site must be willing to commit to five achievable, measurable goals. Developed with the role of local elected officials in mind, the five goals are designed to promote sustainable strategies that will improve the health of local constituents.

Overarching

Consider forming a childhood obesity task force in your own community, or aligning with an existing task force, that engages a range of city agencies, partners, and constituents to achieve the goals of *Let's Move!* Cities, Towns, and Counties.

Goal I: Start Early, Start Smart

To provide children with a healthier start, local elected officials commit to helping



[+ Share/Bookmark](#)

early care and education providers incorporate best practices for nutrition, physical activity and screen time into their programs.

Goal II: MyPlate, Your Place

To empower parents and caregivers, local elected officials commit to prominently displaying MyPlate in all municipal or county venues where food is served.

Goal III: Smart Servings for Students

To provide healthy food in schools, local elected officials commit to increasing participation in the School Breakfast Program (SBP) and the National School Lunch Program (NSLP).

Goal IV: Model Food Service

To improve access to healthy, affordable foods, local elected officials commit to implementing healthy and sustainable food service guidelines that are aligned with the Dietary Guidelines for Americans in all municipal and county venues that serve food.

Goal V: Active Kids at Play

To increase physical activity, local elected officials commit to mapping local playspaces, completing a needs assessment, developing an action plan, and launching a minimum of three proven policies, programs or initiatives aimed at increasing access to play.

Recognition

Local elected officials have the opportunity to earn gold, silver, and bronze medals, as they proceed in accomplishing the five goals. *Let's Move!* will highlight and celebrate the accomplishments and ideas of local elected officials as they meet benchmarks toward accomplishing the five goals.

The National League of Cities (NLC) is the lead collaborating partner on this initiative, working with the U.S. Department of Health and Human Services, the U.S. Department of Agriculture, the National Association of Counties and other nonprofit organizations in assisting local elected officials to implement policy and environmental changes to prevent childhood obesity. NLC provides local elected officials with technical assistance that draws upon subject matter expertise of these partners, supports peer learning opportunities and offers customized guidance through webinars, conference calls and site visits as appropriate.



GET STARTED

Since its launch in 2010, local elected officials from communities across America stepped forward to address the nation's childhood obesity epidemic by signing up for the *Let's Move!* Cities, Towns and Counties (LMCTC) initiative. The [National League of Cities](#) (NLC), which has an ongoing commitment to help local elected officials reduce childhood obesity in their communities, is now working in partnership with [Let's Move!](#) to advance this initiative.

Over the next year, LMCTC sites will be encouraged to accomplish five actionable goals that can help reverse the childhood obesity epidemic in our nation's cities, towns and counties:

Goal I: Start Early, Start Smart

Goal II: MyPlate, Your Place

Goal III: Smart Servings for Students

Goal IV: Model Food Service

Goal V: Active Kids at Play

These five goals are designed to promote sustainable strategies that will directly impact the health of local residents. Through its Institute for Youth, Education and Families, NLC and its partners will provide local elected officials with tools and technical assistance that makes it easier to accomplish LMCTC goals.

Gold, silver, and bronze medals, with associated benchmarks, have been established for the LMCTC goals. Over the next year, LMCTC sites have the opportunity to earn five gold medals. When an LMCTC site indicates reaching a benchmark through the tracking survey, thereby earning a medal, their site will be recognized by NLC on the See Progress portion of this website. [Click here](#) to view LMCTC sites that have achieved medals.

To get started, there are two steps for local elected officials to sign up their city, town, or county to be a LMCTC site:

Step One: Local elected officials must indicate their willingness to commit to the five

GOAL I START EARLY, START SMART

GOAL II MYPLATE, YOUR PLACE

GOAL III SMART SERVINGS FOR STUDENTS

GOAL IV MODEL FOOD SERVICE

GOAL V ACTIVE KIDS AT PLAY

CLICK TO SIGN UP FOR
LET'S MOVE! CITIES, TOWNS
AND COUNTIES

Not an elected official nor his or her designee?
There are other ways to get involved with
Let's Move!; visit www.letsmove.gov.

LMCTC goals and provide contact information, including email address, which will be used to send the associated survey.

[Click to Signup for Let's Move! Cities, Towns & Counties](#)

Step Two: Once Step One is completed, local elected officials will receive an email with an associated survey link. Please complete the survey. NLC will use survey responses, including LMCTC sites' activities to date, to develop technical assistance opportunities. The LMCTC sites can use the survey responses to track their progress over time.

Once a local elected official (or designee) signs up to be an LMCTC site, they will be part of a national initiative that will provide opportunities to showcase LMCTC accomplishments and learn from peers and colleagues from cities, towns, and counties across the country.



TAKE ACTION

Now that you have signed up and indicated your willingness to commit to the five goals of *Let's Move!* Cities, Towns and Counties (LMCTC), the National League of Cities (NLC) is ready to help you TAKE ACTION.

Gold, silver, and bronze medals, with associated benchmarks, have been established for the LMCTC goals. Over the next year, LMCTC sites have the opportunity to earn five gold medals. When an LMCTC site indicates reaching a benchmark through the tracking survey, thereby earning a medal, their site will be recognized by NLC on the See Progress portion of this website. [Click here](#) to view LMCTC sites that have achieved medals.

This initiative is not about duplicating efforts but building on the accomplishments already achieved in your city, town, or county.

Taking action requires the following steps:

1. Consider forming a childhood obesity task force or aligning with an existing task force in your community that engages a range of city agencies, partners, and constituents to achieve the LMCTC goals.
2. Use your survey results to determine how your progress compares to the goals listed below. This information will help you set priorities for achieving all five goals within the next year.
3. Identify areas where you need technical support to achieve the goals, and take advantage of the technical assistance provided by NLC. To access available resources to achieve the five goals, [click here](#).
4. Track your progress by updating your survey. Sites will be asked to update this information on a quarterly basis. In order to earn bronze, silver and gold medals when associated benchmarks are reached, a site must update their progress using their survey link to update their information. Sites received their survey link in their confirmation sign up email, however if it has been misplaced, please send an email to lmctc@nlc.org to request the link.

GOAL I START EARLY, START SMART

GOAL II MYPLATE, YOUR PLACE

GOAL III SMART SERVINGS FOR STUDENTS

GOAL IV MODEL FOOD SERVICE

GOAL V ACTIVE KIDS AT PLAY

LOCAL ELECTED OFFICIALS:
SIGN UP & GET STARTED

Goal I:

To provide children with a healthier start, local elected officials commit to helping early care and education program providers incorporate best practices for nutrition, physical activity and screen time into their programs.

- Bronze: The LMCTC site has an active interagency collaboration on early care and education programs.
- Silver: Participation in *Let's Move! Child Care* is promoted among early care and education providers using at least three approaches; plus Bronze benchmark.
- Gold: Each of the five goals of *Let's Move! Child Care* has been integrated into at least one professional development training offered annually to early care and education providers; plus Bronze and Silver benchmarks.

Goal II:

To empower parents and caregivers, local elected officials commit to prominently displaying MyPlate in all municipally- or county-owned or operated venues where food is served.

- Bronze: At least 51% of municipally- or county-owned or operated venues that serve food prominently display MyPlate, and the *Let's Move! Cities, Towns and Counties* (LMCTC) site is registered to be a MyPlate Community Partner.
- Silver: At least 75% of municipally- or county-owned or operated venues that serve food prominently display MyPlate, and the *Let's Move! Cities, Towns and Counties* (LMCTC) site is registered to be a MyPlate Community Partner.
- Gold: 100% of municipally- or county-owned or operated venues that serve food prominently display MyPlate, and the *Let's Move! Cities, Towns and Counties* (LMCTC) site is registered to be a MyPlate Community Partner.

Goal III:

To provide healthy food in schools, local elected officials commit to increasing participation in the School Breakfast Program (SBP) and the National School Lunch Program (NSLP).

- Bronze: At least 60% of public schools participate in the SBP.
- Silver: At least 70% of public schools participate in the SBP, and at least 60% of public elementary and middle school students and at least 45% of high school students participate in the NSLP.
- Gold: At least 80% of public schools participate in the SBP, and at least 75% of public elementary and middle school students and at least 65% of high school students participate in the NSLP.

Goal IV:

To improve access to healthy, affordable foods, local elected officials commit to implementing healthy and sustainable food service guidelines that are aligned with the *Dietary Guidelines for Americans* in all municipally- or county-owned or operated venues that serve food.

- Bronze: All municipally- or county-owned or operated food vendors and contractors are identified, along with the dates when their contracts can be

amended or renegotiated.

- Silver: A policy for healthy and sustainable food service guidelines aligned with the *Dietary Guidelines for Americans* is adopted for municipally- or county-owned or operated venues that serve food; plus Bronze benchmark.
- Gold: At least 30% of municipally- or county-owned or operated venues that serve food have implemented the policy for healthy and sustainable food service guidelines aligned with the *Dietary Guidelines for Americans*; plus Bronze and Silver benchmarks.

Goal V:

To increase physical activity, local elected officials commit to mapping local playspaces, completing a needs assessment, developing an action plan, and launching a minimum of three proven policies, programs or initiatives aimed at increasing access to play.

- Bronze: All playspaces are mapped.
- Silver: A needs assessment of playspaces is completed and an action plan is developed; plus Bronze benchmark.
- Gold: At least three proven policies, programs, or initiatives from the action plan are launched to increase access to physical activity; plus Bronze and Silver benchmarks.

Not yet signed up to be a Let's Move! City, Town, or County? [Click here to get started!](#)

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RESOLUTION 2010-28

**A RESOLUTION OF THE VILLAGE COMMISSION
OF THE VILLAGE OF BISCAYNE PARK RELATING
TO THE NATIONAL LET'S MOVE CAMPAIGN;
PROVIDING FOR AN EFFECTIVE DATE**

WHEREAS, the Village of Biscayne Park supports policies that focus on health and wellness, continuing education, and healthier lifestyles in all communities; and

WHEREAS, many cities, counties, and schools have adopted policies, programs, and ordinances that promote healthy lifestyles by making their communities walkable, promoting youth and senior activities, eliminating the sale of junk food in city, county, or school facilities, providing incentives for stores that sell fresh produce to locate in depressed neighborhoods, and providing exercise opportunities for their residents; and

WHEREAS, city officials believe there are important, long-term community benefits to be gained by encouraging healthy lifestyles, including a decrease in the rate of childhood obesity and its negative health-related impacts; and

WHEREAS, cities and other community partners can work together to understand the relationship between obesity, land-use policies, redevelopment, and community planning; and

WHEREAS, cities and other community partners can work together to ensure that there are safe places for their residents to be active such as in parks, ball fields, pools, gyms, and recreation centers; and

WHEREAS, access to healthy foods has a direct impact on the overall health of our community and planning for fresh food, open space, sidewalks, and parks should be a priority; and

WHEREAS, the Florida League of Mayors has partnered with the Healthy Eating Active Living (HEAL) Cities Campaign to provide training and technical assistance to help city officials adopt policies that improve their communities' physical activity and retail food environments; and

WHEREAS, the Florida League of Mayors support the *Let's Move!* Campaign headed by the First Lady of the United States, the President's Task Force on Childhood Obesity and Secretary of Health and Human Services' in an effort to solve the challenge of childhood obesity within a generation.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COMMISSION OF THE VILLAGE OF BISCAYNE PARK, THAT:

Section 1. The Village of Biscayne Park supports preventative measures to fight obesity as set forth by the First Lady of the United States of America in the *Let's Move* campaign;

Section 2: That the Village of Biscayne Park supports efforts to (1) help parents make healthy family choices, (2) create healthy schools, (3) provide access to healthy and affordable foods, and (4) promote physical activity.

1 Section 3: That the Village of Biscayne Park adopts this resolution and signs up as a Let's
2 Move City/Town. The Clerk is instructed to provide copies of this resolution to: Anton Gunn,
3 Regional Director, U.S. Department of Health and Health Services, 61 Forsyth Street, South West,
Suite 5B-95, Atlanta, Georgia 30303-8909; and

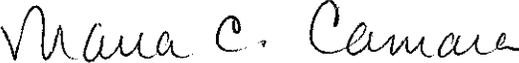
5 Section 4: This Resolution shall become effective upon adoption.
6

7 PASSED AND ADOPTED this 5th day of October, 2010.

8 **The foregoing resolution upon being**

9
10 
11 _____
12 Roxanna Ross, Mayor

13
14 Attest:

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16 
17 _____
18 Maria C. Camara, Village Clerk

19
20 Approved as to form:

21
22 
23 _____
24 John J. Hearn, Village Attorney

Put to a vote, the vote was as follows:

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

Agenda Item 12.d
April 1, 2014

Sec. 2-32. - Ecology board.

- (a) *Board created.* The ecology board shall consist of five (5) members.
- (b) *Authorization for consultant or support services.* The board shall act as an advisory board to the commission and all consultant or support services to be furnished to the board must be requested from and approved by the village commission or their designee prior to the services being secured.
- (c) *Qualification of members.*
 - (1) When appointing members, the commission shall take into consideration a candidate's educational, technical, and professional experience. The candidate's profession, degrees, and training in science, biology, environmental conservation, or other ecological matters shall be taken into consideration by the commission when appointing members.
 - (2) If no candidate exists which meets the qualifications listed in subsection (c)(1) above, the commission shall then consider candidates which have at least a basic knowledge of the literature, scientific principles and theories of ecology and have an interest in preserving and improving Biscayne Park's ecosystem.
 - (3) The above criteria of experience will be encouraged by the commission; however, if no individual exists, then laypersons with an interest in and understanding of ecology will then be considered by the commission.
- (d) *Duties and responsibilities.* The board's duties and responsibilities shall be as follows:
 - (1) To target environmental goals and recommend appropriate actions and plans to ensure stewardship strategies for the preservation and protection of the village;
 - (2) To make special studies and surveys as requested by the village manager or commission and advise and make recommendations accordingly;
 - (3) To enlist and encourage public support, the assistance of civic, technical, scientific and educational organizations, and cooperation of other businesses or organizations in order to implement programs and projects approved by the village commission. Also, to render all possible cooperation to the state, federal, county or other government agencies in order to implement any program or project approved by the village commission;
 - (4) To represent the village before any type of board or forum where it is necessary for that board to inquire about the public opinion of the environment of the village;
 - (5) To collect and provide copies to the village clerk, any data and exhibits which may be gathered relating to the quality of life within the village for use and benefit of any and all village residents; and
 - (6) To identify existing and potential environmental problems and recommend appropriate actions, with a view towards minimizing adverse external influences by cooperating with the adjacent municipalities and the county to protect common natural resources.

(Ord. No. 2007-3 § 1, 3-6-07; Ord. No. 2010-2, § 2, 3-2-10)

VILLAGE OF BISCAYNE PARK BOARD/COMMITTEE ATTENDANCE LOG							
Board	Meeting Date	Davis	Gottlieb	Pliske	Smith	Strassberg	
Ecology	No Jan Meeting						
Ecology	2/18/2014	N	N	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	
March 2014 Board Appointments		DeBernardi	Pliske	Smith	Strassberg		
Ecology	No March Meeting						
Ecology	4/21/2014						
Ecology							
Ecology							
Ecology							
Ecology							
Ecology							
Ecology							
Ecology							
Ecology							

Key:

<input checked="" type="checkbox"/>	Present
N	Absent
	Alternate Board Member
	No meeting

VILLAGE OF BISCAYNE PARK BOARD/COMMITTEE ATTENDANCE LOG

Board	Meeting Date	Davis	Gottlieb	Pliske	Smith	Strassberg	
Ecology	1/28/2013	☑	N	N	☑	☑	
Ecology	2/25/2013	☑	☑	☑	☑	☑	
Ecology	3/21/2013	☑	☑	☑	☑	☑	
Ecology	4/22/2013	☑	☑	☑	N	☑	
Ecology	5/20/2013	N	☑	N	☑	☑	
Ecology	No June Meeting						
Ecology	No July Meeting						
Ecology	8/19/2013	☑	☑	☑	☑	☑	
Ecology	No Sep Meeting						
Ecology	No Oct Meeting						
Ecology	No Nov Meeting						
Ecology	No Dec Meeting						

Key:

☑	Present
N	Absent
☐	Alternate Board Member
☐	No meeting

VILLAGE OF BISCAYNE PARK BOARD/COMMITTEE LOG

Board	Meeting Date	Davis	Gottlieb	Pliske	Smith	Strassberg	
Ecology	1/24/2012		<i>Not Apptd</i>				
Ecology	2/21/2012		<i>Not Apptd</i>				
Ecology	3/22/2012	☑	<i>Not Apptd</i>	☑	☑	☑	
Ecology	4/19/2012	☑	<i>Not Apptd</i>	☑	N	☑	
Ecology	5/24/2012	N	<i>Not Apptd</i>	☑	☑	☑	
Ecology	6/21/2012	☑	<i>Not Apptd</i>	☑	☑	☑	
Ecology / Parks & Parkway	7/5/2012	N	<i>Not Apptd</i>	☑	N	☑	
Ecology	7/19/2012	N	<i>Not Apptd</i>	☑	☑	☑	
Ecology	8/14/2012						
Ecology	9/24/2012	☑	<i>Not Apptd</i>	☑	☑	☑	
Ecology	10/18/2012						
Ecology	11/19/2012	N	<i>Not Apptd</i>	☑	☑	☑	
Ecology	12/13/2012	N	<i>Not Apptd</i>	N	☑	☑	

Ecology	1/28/2013	☑	<i>Not Apptd</i>	N	☑	☑	
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Key:

☑	Present
N	Absent
<i>Not Apptd</i>	Not yet appointed
	Alternate Board Member
	No meeting

After discussion, the motion was called to a vote:
All in favor: Mayor Jacobs, Vice Mayor Watts, Commissioner Anderson,
Commissioner Cooper and Commissioner Ross
Opposed: None
Motion carries: 5/0

- 12.b Board Member appointments for open positions were discussed. Remaining open positions are:
- > Ecology Board (Commissioner Ross' appointment)
 - > Planning & Zoning Board (Commissioner Cooper's appointment)
 - > Parks & Parkway Advisory Board (Commissioner Cooper's appointment)

13 New Business

- 13.a Commissioner Cooper: "Future condensed short bullet list of agenda items to be sent on day 7, prior to Commission meeting, by Clerk to Commission".

Commissioner Cooper makes a motion to have the Clerk send an e-mail to the Commission with a bullet list of all agenda items, seven (7) days prior to the Commission meeting. The motion is seconded by Mayor Jacobs.

After discussion, the motion is amended that the Clerk will send the actual agenda marked "Draft".

After commissioner comments, the amended motion is called to a vote:
All in favor: Mayor Jacobs, Vice Mayor Watts, Commissioner Cooper and Commissioner Ross.
Opposed: Commissioner Anderson
Motion carries: 4/1

- 13.b Commissioner Cooper: Police style badges given to Commissioners

Commissioner Cooper makes a motion to eliminate the use of honorary badges from the government process including elected officials, the Village Manager and anyone else who has one. The motion is seconded by Mayor Jacobs.

After discussion, Commissioner Ross asks for a point of privilege to clarify that there has been no misuse of the badges by anyone in Biscayne Park.

The motion is called to a vote:
All in favor: Commissioner Cooper
Opposed: Mayor Jacobs, Vice Mayor Watts, Commissioner Anderson and Commissioner Ross.
Motion fails: 1/4

14 Final Public Comment

Dan Keys - Parks & Parkway landscaping project at the entrance of the Ed Burke Recreation Center - expresses gratitude to all those that helped.

Dan Samaria: Congratulations new commissioners; respect among commissioners; continue to listen to residents; not happy that Ordinance 2011-02 was not voted on; residents should be able to serve on more than one board; continue to listen to the boards.

AGENDA ITEM 12.f – April 1, 2014

-----Original Message-----

From: James C Murphy [<mailto:jcmadjuster@gmail.com>]

Sent: Monday, March 17, 2014 3:51 PM

To: Issa Thornell; villagemanager@biscayneparkfl.gov

Cc: Barry Ekle

Subject: Request for Use of Recreation Center for Boy Scouts

Good Afternoon,

I am the Assistant Scoutmaster of Boy Scout Troop 307 and have been a resident of the Village of Biscayne Park for over 10 years.

I recently spoke with Mr. Issa Thornell about the possibility of having these Scouts conduct their weekly meetings here in the Village at the Recreation Center. This would provide an opportunity for a Scouting presence to be visible within the Village. This could also provide an opportunity for additional youth of the Village to have access to the citizenship, community service, and leadership experiences that the Scouts incorporate into their program.

I was advised that it would be best if we obtained an exemption from the Village in order not to have to pay fees for using the facility. If attending a commission meeting would be required or advantageous in order to get such an approval for this request, then please let me know when so we can be there. Otherwise, what else might be needed in order to begin using the Center on a consistent and regular basis.

Respectfully,

James C. Murphy

FL Lic. Public Adjuster #P123978

C:305-401-6222

jcmadjuster@gmail.com



Village of Biscayne Park

640 NE 114th Street

Biscayne Park, FL 33161

Tel: 305 899 8000

Fax: 305 891 7241

Date: March 25, 2014

To: Village Commission
Heidi Shafran, Village Manager

From: Vice Mayor Barbara Watts

Re: FP&L Hardening Project

Background Information:

Florida Power and Light finalized its plans for installing twenty-five pylons concrete along Biscayne Boulevard and on 6th Avenue and intended to present them to the Planning and Zoning Board as at the March Planning and Zoning Board with little to no warning given to the Village and with no consultation with the Village Administration and residents as to alternatives to concrete poles. In fact, its subcontractors already have erected two of these pylons on Griffing Boulevard without a permit.

Must we relive the past? The outcry against the concrete pylons installed by FPL in 2011 was fierce. Clearly, the majority of residents were opposed to them. Now, FPL proposes to do the same with two of our loveliest and most traveled Streets, 6th Avenue and Griffing Boulevard, and as if by fiat had determined that it will commence work post haste, with merely a gratuitous presentation of what essentially is a done deal. This should not happen. The Commission should assert that FPL has not upheld its side of the Franchise agreement.

Fiscal Budgetary Impact:

To be determined.

Recommendation:

Commencement of FLP's hardening project be postponed until Village residents are fully apprised of the situation and until FPL has provided us with alternatives to these ugly pylons, which are totally unsuited to any residential neighborhood and, more so, Biscayne Park; and until such time as the Administration and residents have had the opportunity to consider the alternatives to these defacing erections and, if necessary, hold a referendum and undertake any financial negotiations that might be necessary.



Village of Biscayne Park Commission Agenda Report

Village Commission Meeting Date: April 1, 2014

Subject: Board Appointments

Prepared By: Maria C. Camara

Sponsored By: Staff

Background

At the March 2014 Commission meeting, the Village Commission appointed board members to all Village Boards based on applications received.

Two applications were received after the March meeting from:

- Jenny Johnson-Sardella (Code Compliance Board)
- Elena Bertoli (Public Art Advisory Board)

Currently the Code Compliance Board has five members, but no alternates.
Currently the Public Art Advisory Board only has three members.

Fiscal/Budget Impact

None.

April 1, 2014

Commission Agenda Report

Board Appointments

Staff Recommendation

The Village Commission to consider the two board applications:

- Jenny Johnson-Sardella as an alternate to the Code Compliance Board
- Elena Bertoli to the Public Art Advisory Board.

Attachments

Board Application - Jenny Johnson-Sardella

Board Application - Elena Bertoli



Village of Biscayne Park Board Member Application

Last Name Johnson-Sardella		First Name Jenny		M.I. <input type="checkbox"/>
Home Address 771 NE 116th Street		City Biscayne Park	State FL	Zip Code 33161
Principal Business Address 255 University Drive		City Coral Gables	State FL	Zip Code 33134
Home Telephone Number <input type="text"/>	Cell Number 347-623-1684	Work Number 305-629-8816		
E-Mail Address jsardella@htwlaw.com			Are you a registered voter? Yes or No <input type="checkbox"/> Yes	

What Board(s) are you interested in serving? (All Village Boards are listed on the reverse side of this form.) Please list in order of preference.

Code Compliance Board

List all Village Boards on which you are currently serving or have previously served. Please include dates.

N/A

Educational qualification.

New York University-BA
Brooklyn Law School-JD; University of Miami School of Law-LLM

List any related professional certifications and licenses which you hold.

Florida Bar, New York Bar, Washington, D.C. Bar

Give your present, or most recent employer, and position.

Hunter Taubman Weiss LLP-Partner

Describe experiences, skills or knowledge which qualify you to serve on this board. (Please feel free to attach a brief resume.)

I am a partner in a boutique law firm with a Commercial Litigation, Real Estate and Securities Litigation practice. I also previously served on Miami Beach's Fine Arts Board.

- I understand that in accordance with Florida Sunshine Law, this information becomes public and may be subject to public review.
- I understand that, once appointed and annually thereafter, I may be required to complete a Financial Disclosure Affidavit in compliance with Florida Statutes.

Signature

2/24/2014
Date



Village of Biscayne Park Board Member Application

Last Name Bertoli		First Name Elena ("Elle")		M.I. M
Home Address 720 NE 118 street		City Biscayne Park	State FL	Zip Code 33161
Principal Business Address ---		City	State	Zip Code
Home Telephone Number ---	Cell Number 786-202-1053	Work Number ---		
E-Mail Address ellebertoli@gmail.com			Are you a registered voter? Yes or No Yes	

What Board(s) are you interested in serving? (All Village Boards are listed on the reverse side of this form.) Please list in order of preference.

Public Art Advisory

List all Village Boards on which you are currently serving or have previously served. Please include dates.

N/A

Educational qualification.

bachelor's degree - ART HISTORY AND HUMANITIES

List any related professional certifications and licenses which you hold.

N/A

Give your present, or most recent employer, and position.

Terreflex - MARKETING MANAGER (most recent past employment)

Describe experiences, skills or knowledge which qualify you to serve on this board. (Please feel free to attach a brief resume.)

**educational degree
- past career experience in the arts - MOCA + FIU ART MUSEUM**

I understand that in accordance with Florida Sunshine Law, this information becomes public and may be subject to public review.

I understand that, once appointed and annually thereafter, I may be required to complete a Financial Disclosure Affidavit in compliance with Florida Statutes.

EM Bertoli _____ Signature

3/12/14 _____ Date