

REQUEST FOR PROPOSAL (RFP)
REVENUE ENHANCEMENT STUDY FOR UTILITIES
(REGARDING WATER REVENUES)
2018-234-JC
CITY OF MIAMI BEACH

Proposer
ECS Business Services
Michael Lefkowitz
5050 Biscayne Boulevard
Suite 200
Miami, Florida 33137

TAB 1

COVER LETTER AND
MINIMUM QUALIFICATIONS REQUIREMENTS

SECTION 1.1 COVER LETTER AND TABLE OF CONTENTS

To Whom It May Concern;

This proposal is for the Revenue Enhancement Study for Utilities (regarding Water Revenues), according to RFP 2018-234-JC.

Michael Lefkowitz
ECS Business Services
5050 Biscayne Boulevard
Suite 200
Miami, FL 33137

Michael@ECSsaves.com

786.220.9230 Office

305.345.3407 Cell

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SECTION 1.2 PROPOSAL CERTIFICATION, QUESTIONNAIRE &
REQUIREMENTS AFFIDAVIT (APPENDIX A)

Solicitation No: 2018-234-JC	Solicitation Title: Revenue Enhancement Study for Utilities-Water Revenue	
Procurement Contact: Jason Crouch	Tel: 305.673.7000 x 6694	Email: JasonCrouch@miamibeachfl.gov

PROPOSAL CERTIFICATION, QUESTIONNAIRE & REQUIREMENTS AFFIDAVIT

Purpose: The purpose of this Proposal Certification, Questionnaire and Requirements Affidavit Form is to inform prospective Proposers of certain solicitation and contractual requirements, and to collect necessary information from Proposers in order that certain portions of responsiveness, responsibility and other determining factors and compliance with requirements may be evaluated. This Proposal Certification, Questionnaire and Requirements Affidavit Form is a **REQUIRED FORM** that must be submitted fully completed and executed.

1. General Proposer Information.

FIRM NAME: ECS Business Services	
No of Years in Business: 19 Years	No of Years in Business Locally: 19 Years
OTHER NAME(S) PROPOSER HAS OPERATED UNDER IN THE LAST 10 YEARS:	
FIRM PRIMARY ADDRESS (HEADQUARTERS): 5050 Biscayne Boulevard, Suite 200	
CITY: Miami	
STATE: Florida	ZIP CODE: 33137
TELEPHONE NO.: 786.220.9250	
TOLL FREE NO.: NA	
FAX NO.: 305.673.0157	
FIRM LOCAL ADDRESS: 5050 Biscayne Boulevard, Suite 200	
CITY: Miami	
STATE: Florida	ZIP CODE: 33137
PRIMARY ACCOUNT REPRESENTATIVE FOR THIS ENGAGEMENT: Michael Lefkowitz	
ACCOUNT REP TELEPHONE NO.: 305.345.3407	
ACCOUNT REP TOLL FREE NO.: NA	
ACCOUNT REP EMAIL: Michael@ECSsaves.com	
FEDERAL TAX IDENTIFICATION NO.: 65-0490968	

The City reserves the right to seek additional information from Proposer or other source(s), including but not limited to: any firm or principal information, applicable licensure, resumes of relevant individuals, client information, financial information, or any information the City deems necessary to evaluate the capacity of the Proposer to perform in accordance with contract requirements.

1. **Veteran Owned Business.** Is Proposer claiming a veteran owned business status?

☐

YES

☒

NO

SUBMITTAL REQUIREMENT: Proposers claiming veteran owned business status shall submit a documentation proving that firm is certified as a veteran-owned business or a service-disabled veteran owned business by the State of Florida or United States federal government, as required pursuant to ordinance 2011-3748.

2. **Conflict Of Interest.** All Proposers must disclose, in their Proposal, the name(s) of any officer, director, agent, or immediate family member (spouse, parent, sibling, and child) who is also an employee of the City of Miami Beach. Further, all Proposers must disclose the name of any City employee who owns, either directly or indirectly, an interest of ten (10%) percent or more in the Proposer entity or any of its affiliates.

SUBMITTAL REQUIREMENT: Proposers must disclose the name(s) of any officer, director, agent, or immediate family member (spouse, parent, sibling, and child) who is also an employee of the City of Miami Beach. Proposers must also disclose the name of any City employee who owns, either directly or indirectly, an interest of ten (10%) percent or more in the Proposer entity or any of its affiliates

3. **References & Past Performance.** Proposer shall submit at least three (3) references for whom the Proposer has completed work similar in size and nature as the work referenced in solicitation.

SUBMITTAL REQUIREMENT: For each reference submitted, the following information is required: 1) Firm Name, 2) Contact Individual Name & Title, 3) Address, 4) Telephone, 5) Contact's Email and 6) Narrative on Scope of Services Provided.

4. **Suspension, Debarment or Contract Cancellation.** Has Proposer ever been debarred, suspended or other legal violation, or had a contract cancelled due to non-performance by any public sector agency?

☐

YES

☒

NO

2. Conflict of Interest

There are no officers, directors, agents or immediate family members who are also employees of the City of Miami Beach.

There are no City employees who own, either directly or indirectly any interest in ECS Business Services, or any of its affiliates.

3. References and Past Performance

See Section 2.11 for three (3) project references.

SUBMITTAL REQUIREMENT: If answer to above is "YES," Proposer shall submit a statement detailing the reasons that led to action(s).

5. **Vendor Campaign Contributions.** Proposers are expected to be or become familiar with, the City's Campaign Finance Reform laws, as codified in Sections 2-487 through 2-490 of the City Code. Proposers shall be solely responsible for ensuring that all applicable provisions of the City's Campaign Finance Reform laws are complied with, and shall be subject to any and all sanctions, as prescribed therein, including disqualification of their Proposals, in the event of such non-compliance.

SUBMITTAL REQUIREMENT: Submit the names of all individuals or entities (including your sub-consultants) with a controlling financial interest as defined in solicitation. For each individual or entity with a controlling financial interest indicate whether or not each individual or entity has contributed to the campaign either directly or indirectly, of a candidate who has been elected to the office of Mayor or City Commissioner for the City of Miami Beach.

6. **Code of Business Ethics.** Pursuant to City Resolution No.2000-23879, each person or entity that seeks to do business with the City shall adopt a Code of Business Ethics ("Code") and submit that Code to the Procurement Department with its proposal/response or within five (5) days upon receipt of request. The Code shall, at a minimum, require the Proposer, to comply with all applicable governmental rules and regulations including, among others, the conflict of interest, lobbying and ethics provision of the City of Miami Beach and Miami Dade County.

SUBMITTAL REQUIREMENT: Proposer shall submit firm's Code of Business Ethics. In lieu of submitting Code of Business Ethics, Proposer may submit a statement indicating that it will adopt, as required in the ordinance, the City of Miami Beach Code of Ethics, available at <http://www.miamibeachfl.gov/city-hall/procurement/procurement-related-ordinance-and-procedures/>

- ~~7. **Living Wage.** Pursuant to Section 2-408 of the City of Miami Beach Code, as same may be amended from time to time, covered employees shall be paid the required living wage rates listed below:~~

- ~~1. **Effective January 1, 2018, covered employees must be paid a living wage rate of no less than \$11.62 per hour with health care benefits of at least \$2.26 per hour, or a living wage rate of no less than \$13.88**~~

5. Vendor Campaign Contributions

Michael Lefkowitz Miami Beach Campaign Contributions

Mark Samuelian 10/27/2017 \$500

Kristen Rosen Gonzalez (date unknown, but within the past 2-3 years) est. \$100

6. Code of Business Ethics

Michael Lefkowitz and ECS Business Services agree to adopt the City of Miami Beach Code of Ethics as stipulated in the ordinance. They further agree to comply with all applicable governmental rules and regulations including, among others, the conflict of interest, lobbying and ethics provision of the City of Miami Beach and Miami Dade County.

8. Equal Benefits for Employees with Spouses and Employees with Domestic Partners

Not applicable. (ECS has less than 51 employees.)

9. **Public Entity Crimes.** Section 287.133(2)(a), Florida Statutes, as currently enacted or as amended from time to time, states that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a proposal, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit proposals, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. [287.017](#) for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

SUBMITTAL REQUIREMENT: No additional submittal is required. By virtue of executing this affidavit document, Proposer agrees with the requirements of Section 287.133, Florida Statutes, and certifies it has not been placed on convicted vendor list.

10. **Non-Discrimination.** Pursuant to City Ordinance No.2016-3990, the City shall not enter into a contract with a business unless the business represents that it does not and will not engage in a boycott as defined in Section 2-375(a) of the City Code, including the blacklisting, divesting from, or otherwise refusing to deal with a person or entity when such action is based on race, color, national origin, religion, sex, intersexuality, gender identity, sexual orientation, marital or familial status, age or disability.

SUBMITTAL REQUIREMENT: No additional submittal is required. By virtue of executing this affidavit document, Proposer agrees it is and shall remain in full compliance with Section 2-375 of the City of Miami Beach City Code.

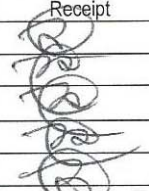
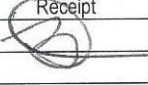
11. **Moratorium on Travel to and the Purchase of Goods or Services from North Carolina and Mississippi.** Pursuant to Resolution 2016-29375, the City of Miami Beach, Florida, prohibits official City travel to the states of North Carolina and Mississippi, as well as the purchase of goods or services sourced in North Carolina and Mississippi. Proposer shall agree that no travel shall occur on behalf of the City to North Carolina or Mississippi, nor shall any product or services it provides to the City be sourced from these states.

SUBMITTAL REQUIREMENT: No additional submittal is required. By virtue of executing this affidavit document, Proposer agrees it is and shall remain in full compliance with Resolution 2016-29375.

12. **Fair Chance Requirement.** Pursuant to Section 2-376 of the City Code, the City shall not enter into any contract resulting from a competitive solicitation, unless the proposer certifies in writing that the business has adopted and employs written policies, practices, and standards that are consistent with the City's Fair Chance Ordinance, set forth in Article V of Chapter 62 of the City Code ("Fair Chance Ordinance"), and which, among other things, (i) prohibits City contractors, as an employer, from inquiring about an applicant's criminal history until the applicant is given a conditional offer of employment; (ii) prohibits advertising of employment positions with a statement that an individual with a criminal record may not apply for the position, and (iii) prohibits placing a statement on an employment application that a person with a criminal record may not apply for the position.

SUBMITTAL REQUIREMENT: No additional submittal is required at this time. By virtue of executing this affidavit, Proposer certifies that it has adopted policies, practices and standards consistent with the City's Fair Chance Ordinance. Proposer agrees to provide the City with supporting documentation evidencing its compliance upon request. Proposer further agrees that any breach of the representations made herein shall constitute a material breach of contract, and shall entitle the City to the immediate termination for cause of the agreement, in addition to any damages that may be available at law and in equity.

13. **Acknowledgement of Addendum.** After issuance of solicitation, the City may release one or more addendum to the solicitation which may provide additional information to Proposers or alter solicitation requirements. The City will strive to reach every Proposer having received solicitation through the City's e-procurement system, PublicPurchase.com. However, Proposers are solely responsible for assuring they have received any and all addendum issued pursuant to solicitation. This Acknowledgement of Addendum section certifies that the Proposer has received all addendum released by the City pursuant to this solicitation. Failure to obtain and acknowledge receipt of all addenda may result in proposal disqualification.

Initial to Confirm Receipt		Initial to Confirm Receipt		Initial to Confirm Receipt	
	Addendum 1		Addendum 6		Addendum 11
	Addendum 2		Addendum 7		Addendum 12
	Addendum 3		Addendum 8		Addendum 13
	Addendum 4		Addendum 9		Addendum 14
	Addendum 5		Addendum 10		Addendum 15

If additional confirmation of addendum is required, submit under separate cover.

DISCLOSURE AND DISCLAIMER SECTION

The solicitation referenced herein is being furnished to the recipient by the City of Miami Beach (the "City") for the recipient's convenience. Any action taken by the City in response to Proposals made pursuant to this solicitation, or in making any award, or in failing or refusing to make any award pursuant to such Proposals, or in cancelling awards, or in withdrawing or cancelling this solicitation, either before or after issuance of an award, shall be without any liability or obligation on the part of the City.

In its sole discretion, the City may withdraw the solicitation either before or after receiving proposals, may accept or reject proposals, and may accept proposals which deviate from the solicitation, as it deems appropriate and in its best interest. In its sole discretion, the City may determine the qualifications and acceptability of any party or parties submitting Proposals in response to this solicitation.

Following submission of a Bid or Proposal, the applicant agrees to deliver such further details, information and assurances, including financial and disclosure data, relating to the Proposal and the applicant including, without limitation, the applicant's affiliates, officers, directors, shareholders, partners and employees, as requested by the City in its discretion.

The information contained herein is provided solely for the convenience of prospective Proposers. It is the responsibility of the recipient to assure itself that information contained herein is accurate and complete. The City does not provide any assurances as to the accuracy of any information in this solicitation.

Any reliance on these contents, or on any permitted communications with City officials, shall be at the recipient's own risk. Proposers should rely exclusively on their own investigations, interpretations, and analyses. The solicitation is being provided by the City without any warranty or representation, express or implied, as to its content, its accuracy, or its completeness. No warranty or representation is made by the City or its agents that any Proposal conforming to these requirements will be selected for consideration, negotiation, or approval.

The City shall have no obligation or liability with respect to this solicitation, the selection and the award process, or whether any award will be made. Any recipient of this solicitation who responds hereto fully acknowledges all the provisions of this Disclosure and Disclaimer, is totally relying on this Disclosure and Disclaimer, and agrees to be bound by the terms hereof. Any Proposals submitted to the City pursuant to this solicitation are submitted at the sole risk and responsibility of the party submitting such Proposal.

This solicitation is made subject to correction of errors, omissions, or withdrawal from the market without notice. Information is for guidance only, and does not constitute all or any part of an agreement.

The City and all Proposers will be bound only as, if and when a Proposal (or Proposals), as same may be modified, and the applicable definitive agreements pertaining thereto, are approved and executed by the parties, and then only pursuant to the terms of the definitive agreements executed among the parties. Any response to this solicitation may be accepted or rejected by the City for any reason, or for no reason, without any resultant liability to the City.

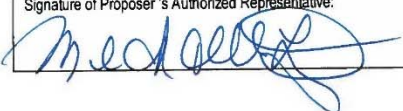
The City is governed by the Government-in-the-Sunshine Law, and all Proposals and supporting documents shall be subject to disclosure as required by such law. All Proposals shall be submitted in sealed proposal form and shall remain confidential to the extent permitted by Florida Statutes, until the date and time selected for opening the responses. At that time, all documents received by the City shall become public records.

Proposers are expected to make all disclosures and declarations as requested in this solicitation. By submission of a Proposal, the Proposer acknowledges and agrees that the City has the right to make any inquiry or investigation it deems appropriate to substantiate or supplement information contained in the Proposal, and authorizes the release to the City of any and all information sought in such inquiry or investigation. Each Proposer certifies that the information contained in the Proposal is true, accurate and complete, to the best of its knowledge, information, and belief.

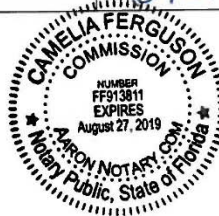
Notwithstanding the foregoing or anything contained in the solicitation, all Proposers agree that in the event of a final unappealable judgment by a court of competent jurisdiction which imposes on the City any liability arising out of this solicitation, or any response thereto, or any action or inaction by the City with respect thereto, such liability shall be limited to \$10,000.00 as agreed-upon and liquidated damages. The previous sentence, however, shall not be construed to circumvent any of the other provisions of this Disclosure and Disclaimer which imposes no liability on the City.

In the event of any differences in language between this Disclosure and Disclaimer and the balance of the solicitation, it is understood that the provisions of this Disclosure and Disclaimer shall always govern. The solicitation and any disputes arising from the solicitation shall be governed by and construed in accordance with the laws of the State of Florida.

I hereby certify that: I, as an authorized agent of the Proposer, am submitting the following information as my firm's proposal; Proposer agrees to complete and unconditional acceptance of the terms and conditions of this document, inclusive of this solicitation, all attachments, exhibits and appendices and the contents of any Addenda released hereto, and the Disclosure and Disclaimer Statement; proposer agrees to be bound to any and all specifications, terms and conditions contained in the solicitation, and any released Addenda and understand that the following are requirements of this solicitation and failure to comply will result in disqualification of proposal submitted; Proposer has not divulged, discussed, or compared the proposal with other Proposals and has not colluded with any other proposer or party to any other proposal; proposer acknowledges that all information contained herein is part of the public domain as defined by the State of Florida Sunshine and Public Records Laws; all responses, data and information contained in this proposal, inclusive of the Statement of Qualifications Certification, Questionnaire and Requirements Affidavit are true and accurate.

Name of Proposer's Authorized Representative: Michael A Lefkowitz	Title of Proposer's Authorized Representative: Pres., Elite Consulting Services, Inc. D/B/A ECS Business Services
Signature of Proposer's Authorized Representative: 	Date: 8/01/18

State of FLORIDA
County of



On this 1st day of AUG, 2018

Michael Lefkowitz who personally appeared before me, stated that he is the President of ECS Business Services, a corporation, and that the instrument was signed in behalf of the said corporation by authority of its board of directors and acknowledged said instrument to be its voluntary act and deed. Before me:


Notary Public for the State of Florida
My Commission Expires: AUG 27, 2019

SECTION 1.3 MINIMUM QUALIFICATIONS REQUIREMENTS (APPENDIX C)

C.1. Minimum Eligibility Requirements

1. ECS has been in business for 19 years. ECS has been providing auditing services for water revenues, including stormwater revenues, as well as, general utility auditing services for 15+ years.

Submittal requirement:

Client Name: Brickell Station Lofts

Client Contact: Harold Concepcion

Telephone: 786.552.8358

Email: Harold@MiamiDade.Gov

Description of Services: Reviewed, analyzed and optimized multi-year water and sewer billings for two consecutive owners of property. Identified billing errors (billed on much higher commercial rates versus the correct multi-family based Miami Dade water/sewer rates). Obtained a 48 month refund in excess of \$80,000. ECS reduced the monthly billings, going forward, by over \$2500 per month.

Term of Engagement: July 2013 – April 2016

TAB 2

EXPERIENCE AND QUALIFICATIONS

SECTION 2.1 QUALIFICATIONS OF PROPOSING FIRM

ECS Business Services was started by Michael Lefkowitz, President of ECS, 19 years ago as a commercial cost control and utility audit specialist. Along with his team of professionals, Mr. Lefkowitz relies on his background in hotel management, along with various corporate endeavors, to provide his clients with the broadest array of cost control and recovery options. ECS is a specialist in billing analysis for water, sewer and stormwater revenues. ECS has been performing forensic audits for the purpose of recovering erroneous billings for water/sewer and stormwater metering for over 15 years. Within the past 5 years, ECS has handled the accounts of many clients such as those listed in 2.11 below.

2.11 PROJECT DETAILS – THREE (3) CLIENTS

Client 1

Project Description: 4770 Condominium Storm Water Fee Analysis

Client name: 4770 Condominium Association

Client contact: Albert Galbut

Telephone: 305.674.4848

Email: agalbut@hudcap.com

Private Office Condominium

Years: March 2017-present

Terms of Engagement: 36 months

Details/Outcome: Reviewed, analyzed and optimized multi-year water and sewer billings. ECS staff identified a discrepancy in monthly stormwater fee billings resulting in a 36 month refund of \$25,641 and savings, going forward, in excess of \$700 month.

Client 2

Project Description: Loft Downtown Water/Sewer Billing Analysis

Client name: Loft Downtown Condominium

Client contact: Melissa Diaz

Phone: 305.70437633

Email: Mediaz@kwpmc.com

Private Mixed-Use Condominium

Years: November 2014- October 2017

Terms of Engagement: 36 months

Details/Outcome: Reviewed, analyzed and optimized multi-year water and sewer billings. ECS staff identified a discrepancy in water/sewer billing based on water usage for a 496 unit condominium. Client was billed based on NRC (non-residential customer) rates versus MFD (multi-family dwelling as a result of a small office on the premises. ECS oversaw the installation of a new water meter servicing the office thereby enabling the client to save in excess of \$30,000 per month on its water/sewer billings

Client 3

Project Description: Galleon Condominium Water/Sewer Billing Analysis

Client name: The Galleon Condominium

Client contact: Mike Mattice

Telephone: 954.563.2497

Email: manager@thegalleon.org

Private Condominium

Years: November 2016 – March 17

Terms of Engagement: six months, recovery only

Details/Outcome: Reviewed, analyzed and optimized multi-year water and sewer billings. ECS staff identified a discrepancy in the monthly water/sewer billings based on the incorrect number of units used in the calculations of the tiered billing methodology for Ft. Lauderdale water and sewer tariff. This resulted in a 48 month refund of over \$100,000 along with savings, going forward, of close to \$3000 per month.

2.2 QUALIFICATIONS OF PROPOSER TEAM

Team Members

Michael Lefkowitz, President ECS Business Services

Sam Zamacona, ECS Water Consultant

MICHAEL A. LEFKOWITZ

2990 FLAMINGO DRIVE, MIAMI BEACH 33140 | 305.345.3407 | MICHAEL@ECSSAVES.COM

EDUCATION

J.D. | 1986 | UNIVERSITY OF MIAMI SCHOOL OF LAW

B.S. | 1973 | CITY COLLEGE OF NEW YORK

- MAJOR: MATH, SUMMA CUM LAUDE

PROFESSIONAL WORK EXPERIENCE

PRESIDENT | ECS BUSINESS SERVICES | 1999 – PRESENT

5050 BISCAYNE BOULEVARD, MIAMI, FLORIDA 33137 786.220.9250

- DEVELOPED, OWN, OPERATE, MANAGE, AND DIRECT ALL ASPECTS OF SUCCESSFUL NATIONWIDE UTILITY AUDITING COMPANY. ECS OBJECTIVE IS TO IDENTIFY AND CORRECT BILLING ERRORS FOR ITS CLIENTS IN A VARIETY OF SERVICE AREAS, SUCH AS: WATER, SEWER, GAS, ELECTRIC, TELECOM, ELEVATOR, SHIPPING, STORM-WATER FEES, MUNICIPAL FEES (TAXES AND FRANCHISE FEES) AND SURCHARGES. ECS CLIENTS ARE BUSINESSES, HOTELS, HEALTHCARE FACILITIES, MULTIFAMILY DWELLINGS AND CONDOMINIUMS. I HAVE PERSONALLY DEVELOPED TEMPLATES AND COMPUTER MODELS TO ANALYZE AND EVALUATE USAGE AND BILLING, TAKING INTO ACCOUNT MARKET VALUE, CONTRACT TERMS AND UNIQUE RATE STRUCTURES OF EACH CLIENT.

MANAGING PARTNER | DUNKIN DONUTS FRANCHISE | 2001-2005

- RESPONSIBLE FOR DAY TO DAY OPERATIONS OF 4 STORE DUNKIN DONUTS FRANCHISE.

PARTNER AND GENERAL MANAGER |

CROWN HOTEL/ RAMADA RESORT MIAMI BEACH | 1973-1985, 1992-1999

- OPERATED CROWN HOTEL AND SUBSEQUENTLY RAMADA FRANCHISE RESORT. CHARGED WITH OVERSEEING ALL OPERATIONS OF THE FULL SERVICE 250 ROOM HOTEL. FACILITY MANAGER OF TWO OTHER HOTELS. THE THREE HOTELS COMPRISED OVER 1000 GUEST ROOMS. FOCUSED ON DEVELOPING METHODS OF SAVING MONEY THRU CLOSE ANALYSIS OF VARIABLE AND FIXED EXPENSES.

Samuel Zamacona Jr, EI

B.S. Civil Engineering
University of Miami

Engineer Intern Certificate
No: 1100006117
2/4/2000 (State of Florida)

Storm water, Erosion, and
Sediment Control Inspector
Certificate No: 6478
2/25/2004 (FL Dept.
Environmental Protection)

OSHA Hazardous Waste
Operations and Emergency
Response Certificate
June, 2010-2012

Code Enforcement
Certificate Level III, #1342,
Level I, #4157. March 2010

Five Years Directing Public
Works Department
Operations

Eight Years Consulting Local
Municipalities with Public
Works Department
Operations

Ten Years of Construction
Management

Five Years of Transportation
Engineering

Experience with FDOT
Districts 4 and 6 RRR
projects, Policies and
Procedures, Plans Review

Florida Emergency
Preparedness Association
Member

Contact:
7901 Hispanola Ave # 1003
North Bay Village, FL 33141
Ph: (786) 657-6247
Fax: (305) 402-3183
sam_zamacona@yahoo.com

Experience

Mr. Zamacona has five years directing municipal Public Works operations with exemplary customer service; Eight years sub consulting local coastal municipalities with Public Works Department Operations; Ten years experience directing construction of a 13.2 Million dollar historic building in downtown Miami, directing City mandated repairs of a 506 Unit Condominium in North Bay Village, commercial retail office space construction, restaurant construction in North Bay Village, and restaurant construction in Miami Beach; Four years of Expert Witness assisting City Attorneys in the Florida Third District Court and personal attorneys in the Eleventh Judicial Circuit of Florida. Five years of experience in highway and transportation related design.

His municipal career includes design, implementation and maintenance of infrastructure including water, wastewater, storm water, sanitation and recycling collection system, public right of way maintenance including landscaping, parks and City properties.

Optimized the routes and schedule of the Village's waste management collection system and coordinated the recycling service performed by the County.

Maintained all Village properties including City Hall, Police Department Dispatch and Public Works Complex, all Village Parks and all public right-of-ways including all landscaped medians, swells and bulb outs.

He reviewed all plans submitted to the Building Department and performed Public Works and bond inspections before and after construction work was completed in the private and public right-of-way.

Other projects include the implementation of a Minibus Circulator, the design and construction management of traffic calming bulb outs with landscaping and brick paver pedestrian cross walks, the construction management of six lane State Road 934 beautification improvements.

The construction management of a new waste water force-main with three directional bores across Biscayne Bay from North Bay Village to City of Miami.

Major improvements performed to the wastewater system include pump station electrical improvements, including SCADA systems, pump replacements and upgrades, point repairs and lining of gravity lines for infiltration & inflow control.

Permitted the cleaning of the old 12" subaqueous force main and performed underwater and directional bore repairs.

Permitted the redirection of City Hall pump station to connect to the new west bound sewer main as part of the Sanitary Sewer Evaluation Study.

Inspected the water distribution system and performed leak detection survey, water laterals and fire hydrants were replaced. Managed the Clean Water Act Program for the Village. He coordinated emergency repairs of broken water, sewer, storm water pipes and reported incidents to all required County, State and Federal agencies.

The construction of a water front park with playground, exercise equipment, picnic tables, exercise path, brick paver walkway and look-out shelter in West Dr funded by the Florida Inland Navigation District.

The installation of two emergency generators for the old Police and Fire Department complex and the new temporary City Hall complex, citywide sidewalk repairs and ADA curb ramp construction, the installation of wheelchair lift for ADA access to the PD Dispatch/Public Works Building.

The demolition of old City Hall/PD/Fire Department complex and the interior build-out of the temporary City Hall complex in a commercial leased space. Created the global positioned electronic wastewater system plan (DERM mandated project) and incorporated the entire underground utility system in a GIS server.

He created and managed the entire transportation and transit program in North Bay Village funded by the CITT and local option gas tax, as well as a wastewater system and storm water system improvement Loans. He also represented the City in the Local Mitigation Strategy Working Group.

During fiscal year 2005 Governor Bush awarded the City \$150,000.00 for storm drainage improvements thanks to the Community Budget Issue Request made by Mr. Zamacona. Inspections of the entire storm drainage system and repairs of a deep injection storm water system were completed. In 2013 Governor Rick Scott awarded the City \$600,000.00 for additional storm drainage improvements requested by Mr. Zamacona.

He has served as Village liaison for County, State and Federal regulating agencies, including the Florida Department of Environmental Protection Agency, the Department of Environmental Resource Management, the Citizens Independent Transportation Trust, the Florida Department of Transportation, the Miami-Dade Office of Emergency Management, the Federal Highway Administration, the Department of Homeland Security, the Federal Emergency Management Administration and the Florida Health Department. Maintaining a good cooperative relation with these agencies has been a priority. Created monthly, quarterly and annual water, sewer, storm water, sanitation and transportation reports for the appropriate regulating agencies.

He created and managed the Public Works Budget. He supervised personnel and increased team work and employee morale.

Roadway Project Management: Mr. Zamacona's career includes design of sign and pavement markings, advanced maintenance of traffic schemes, drainage analysis, as well as roadway plans detailing and preparation.

He has extensive knowledge of FDOT CADD software and the following computer programs, MicroStation, Geopak, ArcView and ArcGIS.

TAB 3

APPROACH AND METHODOLOGY

SECTION 3.1 WATER AND SEWER ANALYSIS

- Review Appropriate CMB Codes, Florida Statutes
- Divide CMB into 6 zones for ease of evaluation, see map attached
 - 5th Street and below
 - 5th Street to Lincoln Road - East of Alton
 - 5th Street to Lincoln Road – West of Alton
 - Lincoln Road – 41st Street
 - 41st Street – 63rd Street
 - 63rd Street – border with Surfside
- Obtain all data with actual customer water and sewer bills from the City of Miami Beach Utility Billing
- Begin analysis with large multi-family dwellings, (apartments and condominiums), as there exists a 48 month Statute of Limitations on collecting revenue lost or unbilled revenue. Then move to commercial properties, followed by SFR's.
- Check for meter accuracy, identify meter reading anomalies (including the 200+ Miami Beach sub-meters), verify all active meters are being billed to appropriate accounts and identify theft of water or sewer services (including fire lines).
- Reconcile customer accounts by identifying water and sewer billing anomalies and/or billing undercharges pursuant to the City of Miami Beach's established water and sewer billing protocols and tariffs.
- Report findings to employees in Utility Billing and Finance.
- Present study analyzing findings with financial report indicating amount of lost revenue.
- Present recommendations and employee training plan in order to improve the accuracy of CMB water/sewer billing revenue methodology going forward.

SECTION 3.2 STORMWATER ANALYSIS

- Review Appropriate CMB Codes, Florida Statutes.
- Divide CMB into 6 zones for ease of evaluation, see map attached.
 - 5th Street and below
 - 5th Street to Lincoln Road - East of Alton
 - 5th Street to Lincoln Road – West of Alton
 - Lincoln Road – 41st Street
 - 41st Street – 63rd Street
 - 63rd Street – border with Surfside
- Obtain all billed Stormwater data from City of Miami Beach Utility Billing.
- Begin analysis with large multi-family dwellings, (apartments and condominiums), as there exists a 48 month Statute of Limitations on collecting revenue lost or unbilled revenue. Then move to commercial properties, followed by SFR's.
- Reconcile customer accounts by identifying Stormwater billing anomalies and/or billing undercharges pursuant to the City of Miami Beach's established stormwater billing protocols and rates.
- Report all findings to appropriate municipal employees in Utility Billing and Finance.
- Present study analyzing findings with financial reporting indicating the amount of lost revenue.
- Present recommendations and employee training plan in order to improve the accuracy of CMB stormwater billing revenue methodology going forward.

SECTION 3.3 FRANCHISE FEES, LOCAL TAXES, AND INTERGOVERNMENTAL REVENUES ANALYSIS

- Review applicable and appropriate Florida statutes, Florida Administrative Code ("FAC"), County Codes and Regulations, and City of Miami Beach Codes and Regulations
- Review all franchise fee and revenue sharing agreements with City of Miami Beach municipal partners and vendors.
- Determine if 3rd party partners and/or vendors are charging and collecting the contracted amounts for franchise fees, utility taxes and shared revenue on behalf of the City of Miami Beach pursuant to the municipal statutes and codes, and pursuant to the franchise fee and other shared revenue agreements
- Audit all monthly Miami Beach energy, telecom, and waste customer billings, in order to verify and identify if the correct amount of utility franchise fees and taxes are being charged, (ie. the lost revenue to the City of Miami Beach).
- In order to verify the correct amount of intergovernmental revenues are indeed being charged (ie. the lost revenue), the proposer must audit all the sources of those revenues
- Report findings to the employees in the Utility Billing and Finance
- Present study analyzing the findings with financial reports indicating the amount of lost revenue
- Present recommendations and employee training plan in order to improve the accuracy of the City of Miami Beach revenue in the areas of franchise fees, utility taxes and intergovernmental revenues.

TAB 4

REVENUE PROPOSAL

**APPENDIX D
REVENUE PROPOSAL FORM**

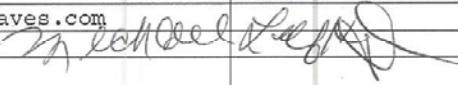
Failure to submit the Revenue Proposal Form, in its entirety and fully executed, by the deadline established for the receipt of proposals will result in proposal being deemed non-responsive and being rejected.

Proposer affirms that the Proposed Revenue Sharing Rates stated on the Revenue Proposal Form are inclusive of all costs borne by the Proposer relating to the scope of the project; and Proposer affirms that no claim will be made on account of any increase in research costs, wages, material prices, delivery delays, taxes, insurance, cost indexes or on any other account.

The Revenue Proposal Form shall be completed mechanically or, if manually, in ink. **Revenue Proposal Form completed in pencil shall be deemed non-responsive.** All corrections on the Revenue Proposal Form shall be initialed.

Description		Proposed Revenue Sharing Rate to the City ¹	Gross Savings (*for calculation purposes only)	Net Revenue to the City
1.	Revenue Share for Cost Savings Realized by the City as a Result of the Revenue Enhancement Study/Recovery	65 %	\$100,000*	\$ 65,000
2.	Revenue Share for Cost Savings/Avoidance/Efficiencies Realized by the City as a Result of Recommendations for Future Efficiencies	67 %	\$100,000*	\$ 67,000
¹Total Net Revenue to the City*				\$ 132,000

¹Basis for Allocation of Revenue Points.

Bidder's Affirmation	
Company:	ECS Business Services
Authorized Representative:	Michael Lefkowitz
Address:	5050 Biscayne Boulevard, Suite 200
Telephone:	786.220.9250
Email:	Michael@ECSSaves.com
Authorized Representative's Signature:	

TAB 5

PUBLIC BENEFIT

SECTION 5.1 CONTRIBUTION TO EDUCATIONAL INITIATIVES

ECS is a firm believer in supporting the Miami Beach community, our local schools and our educational programming. ECS therefore proposes a yearly contribution of 1.5% of all ECS cleared revenues recognized as a result of this RFP in support thereof. Such contribution to be donated to support the 501(C)(3) educational initiatives of the Mayor and the City Commission, for the length of the RFP contract.

TAB 6

PROPOSER ADDENDUM TO
WATER REVENUE ENHANCEMENT PROPOSAL

SECTION 6.1 REVENUE ERROR EXAMPLES FOR CITY OF MIAMI BEACH

Note: All examples depicted herein are based on the review and analysis of actual City of Miami Beach water billings. The meter sizes, water consumption, number of residential and commercial units, monthly revenue and any identifying information may appear different from the actual monthly billings.

Example 1. Billing based on incorrect meter size

Erroneously billing on a 4" versus a 2" meter will yield a loss of \$816 for a single billing cycle on usage of 1,000,000 gallons.

1,000,000 Gallons used in July 2018

1 unit = 100 Gallons; 10,000 units consumed

2" Meter	Number of Gallons	Rate/Unit	Total Charge
Block 1	128,000	0.365	467.20
Block 2	128,000	0.481	615.68
Block 3	744,000	0.573	4263.12
Total 2"			\$5346.00

4" Meter	Number of Gallons	Rate/Unit	Total Charge
Block 1	400,000	0.365	1460.00
Block 2	400,000	0.481	1924.00
Block 3	200,000	0.573	1146.00
Total 4"			\$4530.00

\$5346 2" meter

- \$4530 4" meter

\$816 Lost revenue for a single billing cycle

Sewer is billed based on \$9.38/1000 gallons, therefore meter size is irrelevant for sewer billing.

Example 2. Billing domestic water erroneously based on irrigation classification

Billing a 2" domestic water meter as an irrigation meter, billed- water only, will result in a loss of \$8181.84 for a single billing cycle based on 1,000,000 gallons consumed.

2" meter with 1,000,000 gallons used

Water \$5346.00

Sewer \$9380.00 \$9.38 per 1000 gallons

TOTAL \$14,726.00

2" Irrigation Billing

	Number of Gallons	Rate/Unit	Total Charge
Block 1	256,000	0.457	1169.92
Block 2	744,000	0.721	5364.24
Total			\$6534.16

\$14726

-\$6534

\$8181.84 Lost revenue in a single billing cycle

Example 3. Error due to incorrect property square footage

Based on erroneous property-use classification, due to an error in property size, the City of Miami Beach would be losing \$582 per month for a single billing cycle.

Monthly Stormwater fee = \$23.30 per ERU

1 ERU=791 square feet; 1 RU=1 ERU

A property originally built as a hotel, situated on a 79,100 sq. ft. lot is billed $79,100/791 = 100$ ERU, or \$2330 per month in stormwater fees.

However if the lot size is actually 98,875 sq. feet, the monthly stormwater fee should be:

$98,875/791 = 125$ ERU X \$23.30/ERU = \$2913 per month

\$2913

– \$2330

\$582 per month, or \$6990, year. Lost Stormwater fee revenue

SECTION 6.2 CHART OF ACTIVE UTILITY ACCOUNTS
CITY OF MIAMI BEACH

Active Utility Accounts – City of Miami Beach

			Total Active Water Accounts						
APARTMENTS:		1170			STORM ACCOUNTS:		388		
CONDO:		1961							
COMMERCIAL:		949							
RESIDENCIAL:		5784							

MIAMIBEACH

SECTION 6.3 UTILITY REVENUE 2013/14–2016/17
CITY OF MIAMI BEACH

FRANCHISE FEES AND LOCAL TAX REVENUES				
	FY 2013/14 Actuals	FY 2014/15 Actuals	FY 2015/16 Actuals	FY 2016/17 Actuals
OTHER TAXES				
FRANCHISE TAXES				
Electricity	7,797,977	7,919,096	7,610,697	7,677,290
Gas	408,123	441,967	456,872	646,147
Cable TV	1,329,178	1,372,642	1,392,053	1,398,555
<i>Subtotal Franchise Taxes</i>	<i>9,535,278</i>	<i>9,733,704</i>	<i>9,459,622</i>	<i>9,721,993</i>
UTILITY TAXES				
Electricity	10,985,874	10,938,083	11,090,417	11,354,270
Telephone Gas-	3,349,727	3,147,296	2,706,733	2,347,413
People's Gas-	502,250	412,296	393,614	354,669
Companies Fuel	83,452	130,762	142,936	186,882
Oil	580	158	12	137
<i>Subtotal Utility Taxes</i>	<i>14,921,883</i>	<i>14,628,596</i>	<i>14,333,712</i>	<i>14,243,372</i>
TOTAL OTHER TAXES	24,457,161	24,362,300	23,793,334	23,965,365
INTERGOVERNMENTAL REVENUES				
STATE REVENUE SHARING				
Sales Tax Proceeds	1,918,240	2,049,525	2,110,334	2,176,552
Local Option Gas Tax (6 cents)	1,000,893	1,053,316	1,044,360	1,078,113
Local Option Gas Tax (3 cents)	395,070	404,691	403,052	822,961
Motor Fuel Tax	657,965	667,599	655,903	679,549
Local Govt Half-Cent Sales Tax	6,441,789	6,793,599	7,014,700	7,023,823
TOTAL INTERGOVERNMENTAL	10,430,386	10,984,100	11,240,638	11,797,176

WATER/SEWER/STORM WATER UTILITIES REVENUES				
	FY 2013/14 Actuals	FY 2014/15 Actuals	FY 2015/16 Actuals	FY 2016/17 Actuals
WATER/SEWER/STORM UTILITIES				
Water	33,476,624	33,950,345	35,526,711	34,275,414
Sewer	36,810,646	42,198,972	45,452,744	50,465,090
Storm Water	11,827,973	21,356,448	21,614,593	28,587,321
TOTAL UTILITIES	82,115,243	97,505,765	102,594,048	113,327,825

FRANCHISE FEES - WASTE				
	FY 2013/14 Actuals	FY 2014/15 Actuals	FY 2015/16 Actuals	FY 2016/17 Actuals
FRANCHISE FEES - WASTE				
FRANCHISE FEES - WASTE				
Franchis Fees	3,123,036	3,227,219	3,627,523	3,828,333
Franchise Fees - Right-of-Way	358,227	356,727	348,169	390,327
TOTAL UTILITIES	3,481,263	3,583,946	3,975,692	4,218,661
GRAND TOTAL	120,484,053	136,436,111	141,603,712	153,309,026

SECTION 6.4 CITY OF MIAMI BEACH WATER RATES
2011/12 - 2017/18

City of Miami Beach Water/Sewer Rates 2011/12-2014/15

gallons)	Fee	Fee	Fee	Fee	Fee	2014/15
Water	\$4.36	\$4.36	\$4.36	\$4.43	\$4.65	\$0.22
Sewer	\$6.04	\$6.04	\$6.34	\$7.55	\$8.23	\$0.68
Combined Fee	\$10.40	\$10.40	\$10.70	\$11.98	\$12.88	\$0.90
Monthly Cost to 11,000 Gallon Customer	\$114.40	\$114.40	\$117.70	\$131.78	\$141.68	\$9.90
Monthly Cost to 5,000 Gallon Customer	\$52.00	\$52.00	\$53.50	\$59.90	\$64.40	\$4.50

Fee Schedule based on Meter Size 2014-15

* * *		
<i>Section this Code</i>	<i>Description</i>	
110-166(a)	Minimum service charge:	
	* * *	
	Size of Meter	Gallons of Water per Month
		Minimum Monthly Service Charge (effective for billings on or after October 1, 2014)
	¾"	5,000
	1"	7,000
	1.5"	11,000
	2"	17,000
	3"	40,000
	4"	80,000
	6"	120,000
	8"	200,000
110-166(b)	Water in excess of subsection 110-166(a), shall be as follows: \$2.21 per 1,000 gallons, effective with billings on or after October 1, 2000; \$2.26 per 1,000 gallons, effective with billings on or after October 1, 2001; \$2.31 per 1,000 gallons, effective with billings on or after	

Base Rate + Units X Consumption Charge = Water Charges

Water Charges for Residential Service (Single Family)

Water Residential Service Base	
Meter Size	Base Rate
3/4"	\$ 7.82
1"	\$ 8.16
1 1/2"	\$ 8.96
2"	\$ 9.76
3"	\$ 10.24
4"	\$ 11.80

w-.75
w-1.00
w-1.50
w-2.00
w-3.00
w-4.00

Water Residential Consumption	
Units	per Unit
0 to 80	\$ 0.283
81 to 160	\$ 0.441
161 to 240	\$ 0.562
Above 241	\$ 0.697

Water Charges for General Service (Commercial, Multi-Family Residential, Government, etc.)

Water General Service Base	
Meter Size	Base Rate
3/4"	\$ 7.82
1"	\$ 16.88
1 1/2"	\$ 32.20
2"	\$ 50.43
3"	\$ 97.39
4"	\$ 151.24
6"	\$ 302.99
8"	\$ 478.48
10"	\$ 686.84
12"	\$ 1,269.69

wg.75
wg1.00
wg1.50
wg2.00
wg3.00
wg4.00
wg6.00
wg8.00
wg10.0
wg12.0

Water General Consumption			
Meter Size	Block 1 \$.351 (per unit)	Block 2 \$.463 (per unit)	Block 3 \$.553 (per unit)
3/4"	0 to 160	161 to 320	over 321
1"	0 to 400	401 to 800	over 801
1 1/2"	0 to 800	801 to 1600	over 1,601
2"	0 to 1,280	1,281 to 2,560	over 2,561
3"	0 to 2,560	2,561 to 5,120	over 5,121
4"	0 to 4,000	4,001 to 8,000	over 8,001
6"	0 to 8,000	8,001 to 16,000	over 16,001
8"	0 to 12,800	12,801 to 25,600	over 25,601
10"	0 to 18,400	18,401 to 36,800	over 36,801
12"	0 to 34,400	34,401 to 68,800	over 68,801

*effective 10/1/2016

Base Rate + Units X Consumption Charge = Irrigation Charges

Irrigation Charges for Residential Service (Single Family)

Irrigation Residential Service Base	
Meter Size	Base Rate
3/4"	\$ 7.82
1"	\$ 8.16
1 1/2"	\$ 8.96
2"	\$ 9.76
3"	\$ 10.24
4"	\$ 11.80

ir.75
ir1.00
ir1.50
ir2.00
ir3.00
ir4.00

Irrigation Residential Consumption	
Units	per Unit
0 to 160	\$ 0.440
Above 161	\$ 0.697

Irrigation Charges for General Service (Commercial, Multi-Family Residential, Government, etc.)

Irrigation General Service Base	
Meter Size	Base Rate
3/4"	\$ 7.82
1"	\$ 16.88
1 1/2"	\$ 32.20
2"	\$ 50.43
3"	\$ 97.39
4"	\$ 151.24
6"	\$ 302.99
8"	\$ 478.48
10"	\$ 686.84
12"	\$ 1,269.69

ig.75
ig1.00
ig1.50
ig2.00
ig3.00
ig4.00
ig6.00
ig8.00
ig10.0
ig12.0

Irrigation General Consumption		
Meter Size	Block 1 \$.440 (per unit)	Block 2 \$.697 (per unit)
3/4"	0 to 320	over 321
1"	0 to 800	over 801
1 1/2"	0 to 1,600	over 1,601
2"	0 to 2,560	over 2,561
3"	0 to 5,120	over 5,121
4"	0 to 8,000	over 8,001
6"	0 to 16,000	over 16,001
8"	0 to 25,600	over 25,601
10"	0 to 36,800	over 36,801
12"	0 to 68,800	over 68,801

*effective 10/1/2016

Base Rate + Units X Consumption Charge = Sewer Charges

Sewer Charges for Residential Service (Single Family)

Sewer Residential Service Base		
Meter Size		Base Rate
All Meter Sizes	\$	8.45

Sewer Residential Consumption		
Units		per Unit
All Units	\$	0.902

sewer

Sewer Charges for General Service (Commercial, Multi-Family Residential, Government, etc.)

Sewer General Service Base		
Meter Size		Base Rate
3/4"	\$	8.45
1"	\$	18.88
1 1/2"	\$	36.25
2"	\$	57.10
3"	\$	112.70
4"	\$	175.25
6"	\$	349.00
8"	\$	557.50
10"	\$	800.75
12"	\$	1,495.75

Sewer General Consumption		
Units		per Unit
All Units	\$	0.902

sg.75
sg1.00
sg1.50
sg2.00
sg3.00
sg4.00
sg6.00
sg8.00
sg10.0
sg12.0

Stormwater Units X Stormwater Rate = Stormwater Utility Service

Stormwater Charges per ERU

Stormwater Utility Service	
	\$22.67

* effective 10/1/2016

Base Rate + Units X Consumption Charge = Water Charges

Water Charges for Residential Service (Single Family)

Water Residential Service Base	
Meter Size	Base Rate
3/4"	\$ 8.04
1"	\$ 8.39
1 1/2"	\$ 9.21
2"	\$ 10.03
3"	\$ 10.53
4"	\$ 12.13

w-.75
w-1.00
w-1.50
w-2.00
w-3.00
w-4.00

Water Residential Consumption	
Units	per Unit
0 to 80	\$ 0.297
81 to 160	\$ 0.459
161 to 240	\$ 0.583
Above 241	\$ 0.722

Water Charges for General Service (Commercial, Multi-Family Residential, Government, etc.)

Water General Service Base	
Meter Size	Base Rate
3/4"	\$ 8.04
1"	\$ 17.35
1 1/2"	\$ 33.10
2"	\$ 51.84
3"	\$ 100.12
4"	\$ 155.48
6"	\$ 311.48
8"	\$ 491.89
10"	\$ 706.09
12"	\$ 1,305.27

wg.75
wg1.00
wg1.50
wg2.00
wg3.00
wg4.00
wg6.00
wg8.00
wg10.0
wg12.0

Water General Consumption			
Meter Size	Block 1 \$.365 (per unit)	Block 2 \$.481 (per unit)	Block 3 \$.573 (per unit)
3/4"	0 to 160	161 to 320	over 321
1"	0 to 400	401 to 800	over 801
1 1/2"	0 to 800	801 to 1600	over 1,601
2"	0 to 1,280	1,281 to 2,560	over 2,561
3"	0 to 2,560	2,561 to 5,120	over 5,121
4"	0 to 4,000	4,001 to 8,000	over 8,001
6"	0 to 8,000	8,001 to 16,000	over 16,001
8"	0 to 12,800	12,801 to 25,600	over 25,601
10"	0 to 18,400	18,401 to 36,800	over 36,801
12"	0 to 34,400	34,401 to 68,800	over 68,801

* effective 10/1/2017

Base Rate + Units X Consumption Charge = Irrigation Charges

Irrigation Charges for Residential Service (Single Family)

Irrigation Residential Service Base	
Meter Size	Base Rate
3/4"	\$ 8.04
1"	\$ 8.39
1 1/2"	\$ 9.21
2"	\$ 10.03
3"	\$ 10.53
4"	\$ 12.13

ir.75
ir1.00
ir1.50
ir2.00
ir3.00
ir4.00

Irrigation Residential Consumption	
Units	per Unit
0 to 160	\$ 0.457
Above 161	\$ 0.721

Irrigation Charges for General Service (Commercial, Multi-Family Residential, Government, etc.)

Irrigation General Service Base	
Meter Size	Base Rate
3/4"	\$ 8.04
1"	\$ 17.35
1 1/2"	\$ 33.10
2"	\$ 51.84
3"	\$ 100.12
4"	\$ 155.48
6"	\$ 311.48
8"	\$ 491.89
10"	\$ 706.09
12"	\$ 1,305.27

ig.75
ig1.00
ig1.50
ig2.00
ig3.00
ig4.00
ig6.00
ig8.00
ig10.0
ig12.0

Irrigation General Consumption		
Meter Size	Block 1 \$.457 (per unit)	Block 2 \$.721 (per unit)
3/4"	0 to 320	over 321
1"	0 to 800	over 801
1 1/2"	0 to 1,600	over 1,601
2"	0 to 2,560	over 2,561
3"	0 to 5,120	over 5,121
4"	0 to 8,000	over 8,001
6"	0 to 16,000	over 16,001
8"	0 to 25,600	over 25,601
10"	0 to 36,800	over 36,801
12"	0 to 68,800	over 68,801

*effective 10/1/2017

Base Rate + Units X Consumption Charge = Sewer Charges

Sewer Charges for Residential Service (Single Family)

Sewer Residential Service Base	
Meter Size	Base Rate
All Meter Sizes	\$ 8.69

sewer

Sewer Residential Consumption	
Units	per Unit
All Units	\$ 0.938

Sewer Charges for General Service (Commercial, Multi-Family Residential, Government, etc.)

Sewer General Service Base	
Meter Size	Base Rate
3/4"	\$ 8.69
1"	\$ 19.40
1 1/2"	\$ 37.27
2"	\$ 58.70
3"	\$ 115.86
4"	\$ 180.16
6"	\$ 358.78
8"	\$ 573.12
10"	\$ 823.19
12"	\$ 1,537.66

sg.75
sg1.00
sg1.50
sg2.00
sg3.00
sg4.00
sg6.00
sg8.00
sg10.0
sg12.0

Sewer General Consumption	
Units	per Unit
All Units	\$ 0.938

Stormwater Units X Stormwater Rate = Stormwater Utility Service

Stormwater Charges per ERU

Stormwater Utility Service
\$23.30

*effective 10/1/2017

SECTION 6.6 CITY OF MIAMI BEACH STORMWATER DEFINITION
CITY OF MIAMI BEACH STORMWATER RATES 2012/13 - 2017/18

Definition of ERU in Stormwater Code

ERU (equivalent residential usage unit) means the statistically estimated average of impervious area of residential developed properties per dwelling unit within the city. This estimated average (which equals 791 square feet) is calculated by dividing the total estimated impervious area of residential properties by the estimated total number of dwelling units. CMB Ord. No. 96-3051, § III(45-30), 9-11-96

City of Miami Beach Historical Stormwater Rates

For residential units 1 Residential Unit = 1 ERU.

Oct 2012 – Oct 2013	\$9.06 per ERU
Oct 2013 – Oct 2014	\$9.06 per ERU
Oct 2014 – Oct 2015	\$16.67 per ERU
Oct 2015 – Oct 2016	\$16.67 per ERU
Oct 2016 – Oct 2017	\$22.67 per ERU
Oct 2017 – Oct 2018	\$23.30 per ERU

SECTION 6.6 STORMWATER UTILITY CODE

ARTICLE III. - STORMWATER UTILITY

Sec. 110-106. - Intent and purpose.

As authorized pursuant to F.S. §§ 403.0891 and 403.0893, a stormwater utility is hereby created consistent with the city's comprehensive plan, and stormwater utility fees are hereby established to plan, construct, operate and maintain a stormwater management system. The stormwater management system is the system designed and constructed or implemented to control discharges necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, overdrainage, environmental degradation and water pollution or otherwise affect the quantity and quality of discharges from the system. The stormwater utility is the funding of the stormwater management system by assessing the cost of the program to the beneficiaries based on their relative contribution to its need. It is operated as a typical utility that bills services regularly, similar to water and wastewater services.

(Ord. No. 96-3051, § III(45-30), 9-11-96)

Sec. 110-107. - Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

BMP (best management practice) means any stormwater treatment facility, including but not limited to a drainage well, exfiltration basin, grass swale, retention pond, or detention pond, installed according to accepted engineering design criteria for the purpose of reducing the discharge of pollutants.

Developed property means any parcel of land that contains an impervious area.

Dwelling means any building that is wholly or partly used or intended to be used for living, sleeping, cooking and eating.

Dwelling unit means a room or group of rooms, occupied or intended to be occupied as separate living quarters by one family with independent cooking and sleeping facilities.

ERU (equivalent residential usage unit) means the statistically estimated average of impervious area of residential developed properties per dwelling unit within the city. This estimated average (which equals 791 square feet) is calculated by dividing the total estimated impervious area of residential properties by the estimated total number of dwelling units.

Impervious area means the horizontal ground surface that is not readily penetrated by rainwater. This shall include but is not limited to all structures, slabs, patios, porches, driveways, sidewalks, parking areas, athletic courts and decks.

Mixed use developed property means any parcel of land with impervious area that contains dwellings or dwelling units and also serves nonresidential purposes.

Nonresidential developed property means any parcel of land with impervious area that does not contain only dwellings or dwelling units.

Residential developed property means any parcel of land with impervious area that contains only dwellings or dwelling units.

Stormwater means the surface water runoff that results from rainfall.

Stormwater infrastructure means the structural, nonstructural, or natural features of a parcel of land or watershed that collect, convey, store, absorb, inhibit, treat, use, reuse, or otherwise affect the quality or quantity of stormwater.

Stormwater utility fund or *fund* means that separate account established by the city for the deposit and use of all stormwater utility fees collected.

(Ord. No. 96-3051, § III(45-31), 9-11-96)

Cross reference— Definitions generally, § 1-2.

Sec. 110-108. - Application of article.

The provisions of this article and all sections of this chapter applicable to the stormwater utility shall apply to all properties within the city.

(Ord. No. 96-3051, § III(45-32), 9-11-96)

Sec. 110-109. - Stormwater utility fees.

- (a) A stormwater utility fee is hereby assessed against each property within the city. To assess the foregoing fee against each property within the city, the public works department shall establish an account for each property (or each use thereon) based upon existing city utility accounts, applications for service, and county tax assessor property information or other ownership records.
- (b) For the purpose of this article, each dwelling unit is assigned one ERU. For properties which do not contain a dwelling unit (i.e. nonresidential developed properties), the ERU is calculated by dividing the impervious area on the property by 791 square feet (e.g., a nonresidential developed property containing 1,582 square feet of impervious area is equivalent to 2 ERUs.) For purposes of calculating ERUs for mixed-use developed properties, the number of ERUs for each property shall be calculated by adding the number of ERUs for dwelling units on the property plus the number of ERUs attributable to that portion of the property not used for dwelling units. With respect to ERUs for nonresidential developed property and that portion of the property in mixed use developed property not used for dwelling units, a stormwater account shall be established based upon each separate use. If more than one nonresidential account is established with respect to such nonresidential or mixed use properties, the ERUs shall reflect the ratio of square feet attributable to each use in relation to the total square feet attributable to that portion of the property not used for dwelling units.
- (c) The fee assessed against each account shall be determined by multiplying the stormwater utility service charge as specified in appendix A by the number of ERUs for each account. The amount of such fee shall be shown as a separate item on water bills (or as shown on a stormwater utility bill if no water bill is issued) and shall be paid by the owner, tenant or occupant in possession of the premises at the same time and in the same manner as is provided in this chapter for the payment of water bills.
- (d) For the purpose of calculating stormwater utility fees, the calculation of ERUs is based upon property usage. The property usage shall be determined by the public works department based on but not be limited by state and county land use codes, occupational licenses, and site inspections.
- (e) Any authorized representative of the public works department shall have free access to the properties at any reasonable time for the purpose of determining property usage for the purpose of calculating stormwater utility fees and obtaining billing account information.
- (f) The number of ERUs calculated for each account shall be rounded up to the nearest whole number.
- (g) The minimum charge assessed against each property shall be one ERU.
- (h) The fees collected by the city with respect to the stormwater utility, together with investment earnings thereon, shall be deposited in the stormwater utility fund and shall be used exclusively for planning, constructing, financing, operating and maintaining the stormwater utility and the infrastructure of the stormwater management system. The city may pledge such fees as security for indebtedness incurred by it in connection with the stormwater utility and the stormwater management system.

(Ord. No. 96-3051, § III(45-33), 9-11-96)

Sec. 110-110. - Stormwater utility fee reductions.

- (a) Fee reductions, as specified below, are available for nonresidential developed properties meeting the following criteria:
 - (1) A fee reduction of 50 percent shall be applied to that portion of the property meeting the following criterion:

The property is subject to a valid National Pollutant Discharge Elimination System (NPDES) stormwater discharge permit which drains to waters of the United States, as defined by the U.S. Environmental Protection Agency.
 - (2) A fee reduction of 50 percent shall be applied to that portion of the property meeting the following criterion:

The property is served by privately owned and maintained BMPs that are or would be required for development under current applicable state, county and city criteria capturing a volume equal to the maximum of:

 - a. (2.50 inches) times (the impervious fraction of the area draining to the BMP) times (the area draining to the BMP); or

b. (1.00 inch) times (the area draining to the BMP).

- (3) A fee reduction of 50 percent of the volume fraction shall be applied to that portion of the property meeting the following criterion:

The property is served by privately owned and maintained BMPs that are or would be required for development under current applicable state, county, and city criteria capturing a volume less than that in subsection (2) of this section. For purposes hereof "volume fraction" equals (provided volume) divided by (required volume pursuant to subsection (b) of this section).

- (b) In order to apply for a fee reduction, property owners must submit a completed affidavit/application, in a form to be established by the director of public works, to the public works department. Upon verification by a representative of the city that the above criteria have been satisfied and the property owner is entitled to a fee reduction, fee reductions shall be applied, retroactive to the date of the application.

(Ord. No. 96-3051, § 3(45-34), 9-11-96)

Sec. 110-111. - Authority to manage.

- (a) The public works department is authorized and reserves the right, at its option, to determine and prescribe the requirements of the stormwater management system, including all components of the infrastructure, and all necessary or desirable alterations, repairs and extensions to manage and control stormwater runoff, provided such action serves a public purpose.
- (b) The city and the public works department shall not make any guarantee as to the amount of stormwater runoff managed by the stormwater management system, the time intervals required to effectuate such management of runoff, or any other aspect of the stormwater management system and the management of runoff, and shall not be, under any circumstances, held liable for loss, damage or adverse consequences suffered by or to the owner or his property arising out of a deficiency or failure in the stormwater utility.

(Ord. No. 96-3051, § 3(45-35), 9-11-96)

Sec. 110-112. - Notices.

- (a) If there is any change in ownership or occupancy of any premises connected to the system, the public works department shall be immediately notified in writing of such change, giving in such notice the name and address of the new owner or occupant. The use of utility services shall be deemed and construed to be an acceptance by a new owner or occupant of the obligations of the preceding owner, including the obligation to pay all stormwater utility fees, to the city. If any owner fails to notify the public works department in writing of a change in ownership or occupancy of any premises for stormwater utility service, such owner shall continue to be liable to the city for all fees accrued and accruing for such service until a new account is established for the new owner or occupant. However, the foregoing provision shall not preclude the public works department from also demanding from the new owner or occupant the payment of all or any fees that shall, at the time of such demand, be unpaid or unsecured, without regard to whether the same accrued prior or subsequent to such change in ownership or occupancy. In no case of change of ownership shall the preceding owner be released from any contract obligations to the public works department accruing prior to the establishment of a new account for the new owner or occupant, except at the option of the public works department, evidenced by a written release from the city. Any notice of change in ownership or occupancy of any premises connected to the city's water system pursuant to section 110-36 shall be deemed sufficient to satisfy the notice of requirement of this section, and the change shall be applicable to the stormwater utility account for the premises.

(Ord. No. 96-3051, § 3(45-36), 9-11-96)

Sec. 110-113. - Enforcement; penalties.

No person shall interfere or tamper, whether by act of commission or omission, with the stormwater management system, or with manholes, catch basins, drainage wells, French drains, service pipes, or with any appliance of the public works department or with any appliance or component of the stormwater management infrastructure, that was or is a part of the stormwater management system, or was or is required by the public works department for controlling or regulating stormwater, and the stormwater management system. Any interference or tampering prohibited by the foregoing sentence shall constitute a violation of this article and shall be subject to the penalty, including the criminal penalty, set forth in section 102-377. For the purpose of this section, any interference or tampering with any appliance or component of the

infrastructure used for controlling or regulating the stormwater and stormwater management system, shall be construed and taken to be the act of the owners or consumers at the premises.

(Ord. No. 96-3051, § 3(45-37), 9-11-96)

Secs. 110-114—110-145. - Reserved.

SECTION 6.7 CITY OF MIAMI BEACH VENDOR FEES;
REVENUE SCHEDULE

City of Miami Beach Vendor Fee Revenue Schedule

Record #	Account	Description	2017 Actual	2016 Actual
13	011-8000-314100-00-302-388-00-00-00-	Utility Tax-Fla Power & Light	(11,354,269.87)	(11,090,416.91)
	FLORIDA POWER LIGHT			
270	011-8000-314150-00-329-380-00-00-00-	CST - Telecommunications	(2,347,413.19)	(2,706,732.57)
	CST Telecommunications			
8	011-8000-314420-00-302-301-00-00-00-	Utility Tax - Peoples Gas	(354,569.14)	(393,614.25)
	People Gas			
7	011-8000-314401-00-302-301-00-00-00-	Utility Tax - Gas	(186,882.39)	(142,936.48)
	INFINITE ENERGY INC			
	HOME GAS CORP-UT			
	WALGREENS			
	GAS SOUTH LLC			
	AMERIGAS PETROLANE LP			
	TIGER NATURAL GAS			
	SUBURBAN PROPANE L.P.			
	RADIANT OIL CO-UT			
	INTERCONN RESOURCES LLC			
	SUNGAS CORP. OF FL - UT			
	DOLPHIN GAS SYSTEM-UT			
	FLORIDA PROPANE EXCHANGE CORP			
	TROPIC OIL COMPANY-UT			
	FERRELLGAS ,LP			
	FLORIDA POWER LIGHT			
	SUNGAS CORP. OF FL -			
	J & O GARCIA ENTERPRISES			
	SUNGAS SERVICES COMPANY			
47	011-8000-335123-00-306-320-00-00-00-	Sales Tax Proceeds	(2,176,551.66)	(2,110,333.59)
	Sales Tax Proceeds			
4	011-8000-312410-00-301-311-00-00-00-	Local Option Gas Tax-6 Cents	(1,078,113.19)	(1,044,360.11)
	Local Option Gas Tax-6 Cents			
46	011-8000-335122-00-306-320-00-00-00-	Motor Fuel Tax	(679,549.39)	(655,902.88)
	Motor Fuel Tax			

<u>269</u>	011-8000-313550-00-329-380-00-00-00-	CST - Cable	(1,398,554.73)	(1,392,053.23)
	CST- Cable (Broadband)			
<u>18</u>	011-8000-313400-00-304-306-00-00-00-	Franchise Fees - Gas	(646,147.37)	(563,000.03)
	People Gas			