

# City of Miami

THEODORE P. GUBA, CPA, CIA, CFE  
INDEPENDENT AUDITOR GENERAL



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June 8, 2021

Honorable Members of the City Commission  
City of Miami  
3500 Pan American Drive  
Coconut Grove, FL 33133-5504

Re: Audit of Compliance with Commercial Solid Waste Franchise Agreement/  
Bicon, Inc., d/b/a S&S National Waste  
Report No. 21-11

## Executive Summary

We have completed an audit of selected financial records and transactions of Bicon, Inc., d/b/a S&S National Waste (S&S) primarily for the period from October 1, 2019 through September 30, 2020. The audit was performed to determine whether S&S complied with applicable sections of the Commercial Solid Waste Franchise Agreement (Agreement). Additionally, we examined relevant internal control policies and procedures in the City's Solid Waste Department to determine whether they were adequate and effective in enforcing the provisions of the Agreement.

During the period, S&S reported Gross Receipts of \$1,952,933 for services provided to City customers and remitted \$499,350 to the City. Based on the results of our audit, we have concluded that improvement is needed at S&S to ensure that all accounts located within the City are included in gross receipts, and that all franchise fees and temporary roll-off container permit fees are remitted. **As a result of these deficiencies, S&S owes the City an additional \$5,245.** (See Exhibit I, page 5).

We wish to express our appreciation for the cooperation and courtesies extended to us by S&S and City personnel while conducting the audit.

Sincerely,

A handwritten signature in cursive script, appearing to read "Theodore P. Guba".

Theodore P. Guba, CPA, CIA, CFE  
Independent Auditor General  
Office of the Independent Auditor General

C: The Honorable Mayor Francis Suarez  
Arthur Noriega, V, City Manager  
Nzeribe Ihekwaba, Deputy City Manager  
Victoria Mendez, City Attorney  
Todd Hannon, City Clerk  
Fernando Casamayor, Chief Financial Officer/Assistant City Manager  
Natasha S Colebrook-Williams, Assistant City Manager  
Erica Paschal, Director of Finance, Finance Department  
Leon Michel, Assistant Director, Office of Management and Budget  
Jennifer Moy, Assistant Director, Solid Waste Department  
Vanessa Giron, Fiscal Administrator, Solid Waste Department  
Demetrio Constantiny, Accounts Receivable Supervisor, Finance Department  
Janna Wheeler, Chief Executive Officer, Bicon, Inc.  
Members of the Audit Advisory Committee  
Audit Documentation File

Audit conducted by: Deming Zhang, Sr. Staff Auditor

Audit reviewed by: Robyn E. Sachs, CPA, CIA, CISA, CFE, CISSP  
Information Systems Audit Administrator

**AUDIT OF COMPLIANCE WITH THE COMMERCIAL SOLID WASTE  
FRANCHISE AGREEMENT  
BICON, INC., D/B/A S&S NATIONAL WASTE**

**OCTOBER 1, 2019 THROUGH SEPTEMBER 30, 2020  
REPORT No. 21-11**

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## **SCOPE, OBJECTIVES AND METHODOLOGY**

The scope of the audit was primarily to assess and report on whether Bicon, Inc. d/b/a S&S National Waste (S&S) and the City's Solid Waste Department (SWD) complied with the terms of the Commercial Solid Waste Franchise Agreement (Agreement) which, along with Chapter 22 of the City's Code, govern the operation of commercial solid waste collection services in the City. The audit covered the period October 1, 2019 through September 30, 2020 and the objectives were:

- To ascertain whether all customer accounts located in the City were properly identified, coded, and assessed the appropriate fees.
- To determine whether all the applicable franchise fees as stipulated in the Agreement were properly computed and remitted to the City.
- To verify whether the appropriate public liability insurance and bonds were obtained as required by the Agreement.
- To ascertain whether the fees remitted to the City were properly recorded in the City's accounting system and deposited into the City's treasury.
- To determine whether selected financial transactions were processed in accordance with generally accepted accounting principles.
- To follow-up on prior audit findings and determine the status of all unresolved and outstanding issues, if any.

We conducted this performance audit in accordance with generally accepted government auditing standards. Those standards require that we plan and perform the audit to obtain sufficient, appropriate evidence to provide a reasonable basis for our findings and conclusions based on our audit objectives. We believe that the evidence obtained provides a reasonable basis for our findings and conclusions based on our audit objectives.

The audit methodology included the following:

- Interviews and inquiries of appropriate personnel.
- Reviews of written policies and procedures to gain an understanding of internal controls.
- Observations of current practices and processing techniques.
- Reviewing the service addresses of S&S's accounts located in Miami-Dade County, then independently determining which accounts were located within the City by utilizing S&S's account address records; the Miami-Dade County Property Appraiser website; and Google maps.
- Tests and examinations of applicable financial transactions and records.
- Other audit procedures as deemed necessary.

## **BACKGROUND**

Pursuant to request for qualifications No. 222246, the City executed a Non-Exclusive Commercial Solid Waste Franchise Agreement (Agreement) with selected haulers effective from October 1, 2010 through September 30, 2015, with three one-year renewal options through September 30, 2018. In March 2016, the City executed an updated version of the Agreement with all haulers, including S&S, pursuant to request for qualifications No. 495344.

Pursuant to the Agreement, the City shall assess and collect the following fees:

- Gross Receipts Franchise Fees – The greater of \$500 or 24% of the Gross Receipts generated from accounts within the City, due monthly.
  - Gross Receipts are defined in the Agreement as all monies collected from customers resulting from all transactions and activities in the Franchisee’s regular course of business and trade, including recycling with the exceptions of recovered materials at commercial establishments as defined in the Florida Statutes.
- Annual Specialized Waste Handling Fee – \$6,500 the first year under the Agreement (2016), increased annually by \$500 for the right to provide specialized waste handling services.
- Permit Per Account Fee – \$75 for each account booked as of October 1<sup>st</sup> of every new fiscal year and for each new account and roll-off box acquired after October 1<sup>st</sup>.
- Late Payment Penalty – All late payments of the above-listed fees will cause the franchisee a one- and one-half percent (1.5%) penalty per month on the balance payable to the City.

Other terms of the Agreement require the following:

- Insurance – Franchisee must maintain a public liability policy in the minimum amount of \$1,000,000; automobile liability insurance policy covering franchisee’s operations with a combined single limit of \$1,000,000 per occurrence for bodily injury and property damage liability. Franchisee’s certificate shall also include workers’ compensation coverage. The City shall be listed as an additional insured for liability.
- Performance Bond – Franchisee agrees to maintain, for the term of the Agreement, a Performance Bond, executed by a surety company duly authorized to do business in the State of Florida, which shall be counter-signed by an agent for the company. The amount of the bond shall be the greater of \$25,000 or the franchisee’s previous 12 months’ franchise fees paid to the City.

During the fiscal year ended September 30, 2020, the franchisees remitted a total of \$16,548,913 in fees to the City. During the audit period, S&S reported Gross Receipts of \$1,952,933 for services provided to City customers and remitted Franchise Fees totaling \$499,350 to the City. S&S is one of the franchisees selected for audit to determine compliance with the Agreement and City Code. A separate audit report will be issued for each of the franchisees audited.

## **AUDIT FINDINGS AND RECOMMENDATIONS**

Based on the results of our audit, we have concluded that improvement is needed at S&S to ensure that all accounts located within the City are included in gross receipts, and that all franchise fees and temporary roll-off container permit fees are remitted. **As a result of these deficiencies, S&S owes the City an additional \$5,245.** (See Exhibit I, page 5).

Details of our findings and recommendations follow:

### **FINDING 1: CITY OF MIAMI CUSTOMER ACCOUNTS WERE MISCODED AS EXISTING OUTSIDE THE BOUNDARIES OF THE CITY**

Section 5.2 of the Agreement states, “Franchisee agrees to remit monthly to the City, twenty four percent (24%) of its Gross Receipts, generated from accounts within the City limits, or \$500, whichever is greater. Failure to remit by the last day of the following month will cause the Franchisee a one- and one-half percent (1.5%) penalty per month on the balance due.”

S&S did not report two (2) customer accounts located within City boundaries and pay the corresponding monthly 24% Franchise Fees. As a result of omitting \$4,936 in Gross Receipts related to these accounts, monthly 24% Franchise Fees of \$1,185 and late payment penalties of \$94 are due, totaling \$1,279.

### **FINDING 2: GROSS RECEIPTS WERE EXCLUDED FROM FRANCHISE FEE REMITTANCES**

Section 5.2 of the Agreement states, “Franchisee agrees to remit monthly to the City, twenty four percent (24%) of its Gross Receipts, generated from accounts within the City limits, or \$500, whichever is greater. Failure to remit by the last day of the following month will cause the Franchisee a one- and one-half percent (1.5%) penalty per month on the balance due.”

Due to a bookkeeping error, S&S did not report Gross Receipts of \$200 derived from services provided to City customers in March 2020. As a result, monthly 24% Franchise Fees of \$48 and late payment penalties of \$9 are due, totaling \$57.

### **FINDING 3: ROLL-OFF CONTAINER PERMIT FEES WERE NOT REMITTED**

Section 5.5 of the Agreement requires payment of temporary roll-off/container permit fees, stating, “for each new commercial account and new roll-off box or container acquired after October 1<sup>st</sup>, the Franchisee agrees to remit a fee of \$75 for each account acquired during any month of the contract year. All late payments of this fee will cause the Franchisee a one- and one-half percent (1.5%) penalty per month on the balance due.”

Also, City Code, Article I, § 22-1 states, “temporary roll-off/container permit fee” shall mean the charge paid every 90 days the account remains active, per account to the city for each large container and/or roll-off utilized by franchisees to provide contracted removal and disposal of waste from commercial constructions and demolition, renovation and other similar accounts which are of a temporary nature.

S&S did not obtain permits for thirty-eight (38) temporary roll-off containers in service. As a result, permit fees of \$ 2,850 (\$75 x 38) and late payment penalties of \$1,059 are due, totaling \$3,909.

**Auditee Response:** We reviewed your findings and agree.

**OVERALL RECOMMENDATION: FINANCE DEPARTMENT**

We recommend that the City’s Finance Department bill and collect the total additional fees due to the City from S&S in the amount of \$5,245.

## **EXHIBIT I**

### **SCHEDULE OF AMOUNTS DUE TO THE CITY**

<b>Description</b>	<b>Franchise / Permits Fees</b>	<b>Late Payment Penalties</b>	<b>Total Due</b>
Two (2) Miscoded Customer Accounts	\$1,185	\$94	\$1,279
Excluded Gross Receipts (March 2020)	\$48	\$9	\$57
38 Temporary Roll-Off Container Permits	\$2,850	\$1,059	\$3,909
<b>Total Due to the City:</b>	<b>\$4,083</b>	<b>\$1,162</b>	<b>\$5,245</b>