



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

AGENDA
SPECIAL COMMISSION MEETING
Ed Burke Recreation Center - 11400 NE 9th Court
Biscayne Park, FL 33161
Tuesday, August 31, 2010 at 7:00PM

Mayor and Commission

Roxanna Ross
Mayor

Bryan Cooper
Vice Mayor

Robert "Bob" Anderson
Commissioner

Steve Bernard
Commissioner

Albert Childress
Commissioner

Ana Garcia
Village Manager

John J. Hearn
Village Attorney

Maria Camara
Village Clerk

- 1 Call to Order
- 2 Roll Call
- 3 Pledge of Allegiance
- 4 Public Comments Related to Agenda Items
- 5 New Business
Village Manager contract negotiations and contract amendments.
- 6 Final Public Comments
- 7 Adjournment

In accordance with the provisions of F.S. Section 286.0105, should any person seek to appeal any decision made by the Commission with respect to any matter considered at this meeting, such person will need to ensure that a verbatim record of the proceedings is made; which record includes the testimony and evidence upon which the appeal is to be based.

In accordance with the Americans with Disabilities Act of 1990, persons needing special accommodation to participate in the proceedings should call Village Hall at (305) 899 8000 no later than four (4) days prior to the proceeding for assistance.

DECORUM - Any person making impertinent or slanderous remarks, or who becomes boisterous while addressing the Commission, shall be barred from further audience before the Commission by the presiding officer, unless permission to continue or again address the commission is granted by the majority vote of the Commission members present. No clapping, applauding, heckling or verbal outbursts in support or in opposition to a speaker or his/her remarks shall be permitted. No signs or placards shall be allowed in the Commission Chambers. Please mute or turn off your cell phone or pager at the start of the meeting. Failure to do so may result in being barred from the meeting. Persons exiting the Chamber shall do so quietly.

August 26, 2010

**Attachments for the Special Commission Meeting
Tuesday, August 31, 2010 at 7:00PM**

| Pages* | Description |
|---------------|---|
| 1-5 | Manager Garcia memorandum to the Commission. |
| 6-7 | Miami Herald article |
| 8-13 | Departmental accomplishments for the current fiscal year and the performance measures and goals for the next fiscal year. |
| 14 | Miami Dade County smaller cities City Manager's salary survey. |
| 15-22 | Salary survey through the Florida League of Cities for City Managers, all counties and all populations. |
| 23 | Manager contract points of discussion. |
| 24-30 | Current contract for Village Manager Ana Garcia. |
| 31-37 | Previous contract for former Village Manager Frank Spence. |
| 38-46 | Sample City Manager contract from another municipality. |
| 47-58 | Input from other City Managers. |
| 59 | International City/County Management Association (ICMA) membership. |
| 60-62 | Florida City and County Managers Association (FCCMA) membership. |
| 63-64 | FCCMA Ethic Course certification of completion. |

** Page count starts AFTER this listing. Thank you.*



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Mayor and Commission

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Maria Camara
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Date: August 24, 2010

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

From: Ana M. Garcia
Village Manager

As I self evaluate the past eleven months as your Manager, I will elaborate on some of this year's highlights. Additionally, I will include the department's accomplishments and goals for next year as well.

Availability and communication with our residents was something I personally vowed to do and the best way I was able to accomplish that is to implement the "Manager Mobile". Several times through out the day, and in the evenings as well as the many Saturdays I have spent in the Village of Biscayne Park, I was out and about making myself visible in our community. I was and continue to be responsive to emails, phone calls and visits and any and all requests to meet or speak with the Manager has been granted, and that is something that I will continue to do. My cell phone number is something I don't hesitate to give out, and I am always willing to adjust my schedule to meet the needs of our residents. On the communication end, I created the Friday report, a detailed briefing via email to all elected officials informing them of the week's events, issues and accomplishments.

I promised to have a hands-on approach and understanding of our day to day operations in all departments and to collaborate with staff to make improvements in what we do, and to find better ways to deliver services to our residents. That understanding could not fully take place sitting behind a desk. Riding with Police, Public Works, and Code Enforcement has given me insight and an opportunity to better evaluate our operations. Additionally, the ongoing visits to the park, allowed me to not only learn but to teach, as Parks and Recreation Management is my area of expertise.

The hiring of personnel is something I am very proud of. To come into a situation with no Clerk, and no Finance Director would be a big challenge for any Manager. As a rookie manager that challenge was magnified, especially as I was dealing with a newly

promoted Public Works Director and Recreation Coordinator. I am very proud of the growth of these individuals and I will continue to promote their professional development. To hire personnel with a limited budget and with no Human Resources Department to assist was quite the challenge. I had a clerk hired in less than 24 hours as your Manager, and we had an accomplished first quarter including our election this past December. The beginning of the year I hired Clerk Camara, and I couldn't be more proud of that decision. Not only was it a cost savings to our Village, and the addition of a great team player with an outstanding work ethic, but also Clerk Camara embraced my philosophy of the small town multi-hat function that is required in our Village to ensure the best service is rendered to our residents. We have an experienced and knowledgeable Finance Director with over 30 years in municipal government, and together working with all our departments, we will deliver a balanced budget for fiscal year 2009-2010 as well as 2010-2011. A great feat in one of the most challenging budget times in our history.

I took on the role of construction manager to ensure the completion of the entry sign project that had stalled and communication had broken down between the parties. The goal to bring everyone to the table and complete the construction and the landscape aspect of the entry sign was accomplished and in November of 2009 we cut the ribbon. Additionally, the ground breaking of the Public works building was accomplished and I managed the project successfully to ensure we found opportunities for savings as necessary items for the project were never budgeted such as the septic tank, art in public places and furniture. It took management decisions on my part to make this happen. The pavilion project was unfinished and I followed through on the requirements to ensure the Village of Biscayne Park received the \$25,000 reimbursement from Safe Neighborhood Parks (SNP). My role as project manager continues as I am now working with Bejar Construction on the hardening and the enhancements at the Ed Burke Recreation Center. We can look forward to a wonderful ribbon cutting ceremony this October.

We have established outstanding relationships with the Federal Government, the State and the County, ensuring completion of grants and projects and reimbursements from FEMA, the Department of Forestry, FDOT, Safe Neighborhood Parks, the County GOB, and the department of Emergency Management to name some of the projects that commenced this fiscal year and will be completed prior to the end of the calendar year. These projects have been managed by the Village Manager from groundbreaking to completion. This year we made our presence known in Tallahassee, and our efforts resulted in the road designation bill to name Northeast Sixth Avenue, "*Biscayne Park Way*". Our entry sign was another project that had totally stalled, and perseverance and good negotiating skills contributed to its completion in November of this current fiscal year. The partnerships between the Village Departments are something I am proud of. An example of that collaboration was The VBPOP, where our Chief of Police, working with Crime Watch, trained all Public Works employees, Code Enforcement, and Parks and Recreation on crime prevention initiatives and what we can all be doing to better communicate and get involved in these much needed efforts.

Significant department achievements include:

Police –

- Overtime was reduced by 80% by adjusting schedules, going from a 4 day to a 5 day work week this January, and the decision to bring back an officer who had been out for a year and a half on a task force.

- Community Policing with details at Ed Burke Park at peak times, and the usage of bikes, Segway, foot patrol, and undercover initiatives contributed to zero incidents to date.
- Police presence at all special events was key to the safe and successful implementation of the Halloween event, Winterfest, and the Easter Egg hunt, major events that bring hundreds of individuals to our Village.
- Winning two first place awards in the law enforcement challenge this year securing over \$30,000 in police equipment for our Village was an outstanding accomplishment, a first for our Village.

Public Works –

- Village wide improvements including the planting and maintenance of over 80 donated trees in the northeast area of our Village.
- The in house contribution of the Public Works department has resulted in over \$8,000 in savings in the construction project of the Public Works building.
- The necessary adjustment of personnel resulted in a loss of two full time positions, yet this department has met the challenges with a great work ethic and attitude, and our investment in Public Works in regards to training and education will continue to contribute to enhancements in this department.
- We adopted an ordinance to limit the size of garbage containers promoting safety and limiting workmen's compensation claims.
- Increased hours of operation from 3PM to 5PM to ensure our trash cans, dog waste stations, our streets and medians, as well as our parks get that necessary additional maintenance for the benefit of our residents.
- Tree trimming has been completed in 75% of our Village through our Forestry Grant.

Parks and Recreation –

- This department lost 65% of its budget from fiscal year 2008. Despite that, special event attendance increased by 20%.
- Park maintenance and supervision have been areas of success and continuous improvements.
- The 2010 Summer Camp exceeded expectations as the Golden Gates Tutoring program averaged 28 participants per week.
- Professional staff development efforts have resulted in the award of a scholarship for the educational component of the Florida Recreation and Parks Conference.
- Newly planted trees and two construction and improvements projects that will be completed in October will further enhance our efforts in the aesthetics and operations of our Park.
- Volunteer efforts with our Community and Board Members and the initiation of our first Eagle Scout project, resulted in the beautification of the Butterfly Park. These Volunteer efforts after hours and on the weekends will continue to be supported by staff.

Village Clerk –

- Incorporated two positions into one as webmaster and Village clerk became one, saving the Village over \$5,000.

- Researched and identified new source for placing RFP advertisements significantly reducing our cost and increasing vendor and contractor response.
- Improvements in the Village website by incorporating more information, timely updates and user friendly process.
- Registration in the County User Access Program, allowing the Village to tap into vendor contracts for supplies and services at a reduced cost and at the same time earning the Village a .5% return on cost.

Finance –

- Hiring of two key positions including the Director, and going from an outsourced Finance Department (hourly) to an in house full service department will save us approximately \$20,000 this year.
- Updated and reconciled bank statements to date.
- Grant reporting to Miami Dade County to ensure Village reimbursement of \$25,000 for Park Pavilion.

Building –

- This department lost its full time building clerk and sole staff in January, but we did not miss a beat as a replacement was found and this department runs smoothly and more efficient than ever.
- Created a contractor data base to assist residents with contractor references.
- Worked with the Building Official to negotiate a 20% savings as the Village now will take in 50% of fees rather than 30%.

Code Enforcement –

- This year we enhanced efforts to better communicate with residents and contractors in a goal for achieving compliance.
- We are working closely with banks and new buyers to ensure the Village collects outstanding fees and settled these outstanding dues prior to closings. This was significant in attaining over \$60,000 due to the Village.

As a new Manager I applied and was fully accepted to all professional organizations:

- The International City Manager's Association (ICMA)
- The Florida County and City Manager's Association (FCCMA)
- Miami Dade County Managers Association.

This year I had the opportunity to attend several County Manager's meetings and I have built relationships with professional Managers who have provided me with assistance and support. Next year I will be more active in the organizations, and seek increased professional development by attending the ICMA conference, and other key educational opportunities.

Cities throughout South Florida and across the nation are dealing with the challenges of decreased property values. Many cities are cutting cost through layoffs or service reductions to make up for the loss of revenues. In North Bay Village, officials are

contemplating laying off police officers, eliminating emergency dispatchers and outsourcing the sanitation department, and they are also looking at increasing taxes. Cities such as Miami Beach, Coral Gables and South Miami are also planning on raising taxes. My goal as your Manager working with our department directors was to mitigate the impact to our residents that have resulted from these challenging economic times. And I can proudly convey to you that here in the Village of Biscayne Park despite taking a hit of almost 22% in loss of property values, we will not be impacted.

We have been preparing since October of 2009 for what was to come when County Manager Burgess informed us of the possibilities. However, when it comes to Finances I was preparing beyond a worst case scenario. This year we could have justified an increase in property taxes, lay offs to staff, and cuts to services, but a very conservative and creative approach to budget management was implemented. Requisitions for departmental purchases were put in place, negotiating with contractors for goods and services became a daily practice, and looking at expenditures with a fine tooth comb was a philosophy that was embraced by our department directors. These efforts will result in a balanced budget this fiscal year, a feat that as a rookie Village Manager I am very proud of and something that was not accomplished in fiscal year 2008-2009, with an experienced team of Senior Administrators. Furthermore, the contributions of our new Clerk and new Finance Director have greatly contributed to a balanced 2010-2011 budget. This upcoming budget will see zero reduction of services. On the contrary, we will continue to strive to deliver services better and more efficiently such as with a plan to have a summer mowing schedule to ensure our medians have the necessary summer upkeep that has eluded us, and that we continue to promote community policing and traffic details in the area of the Ed Burke Park during peak hours.

I am proud of these first eleven months as your Manager and the possibilities are endless with our team as we strive to improve what we do and how we do it through education, the experience that comes with time, and continues pursuit of dialogue with our residents and professional colleagues.

PROPERTY TAXES

LESS BANG, MORE BUCK

LONGTIME HOMEOWNERS ARE LIKELY TO BEAR THE BRUNT OF TAX INCREASES THIS YEAR, AND MANY RESIDENTS WILL FIND THEY ARE EITHER PAYING MORE FOR SERVICES OR GETTING LESS FOR THEIR DOLLAR

BY DAVID SMILEY
dsmiley@miamiherald.com

Riding an ambulance or the bus? That may cost you more.

Checking out a book? Get to the library earlier, or maybe find a new one altogether.

Own a home in South Florida? Get ready to shell out more, whether you can afford it or not.

With municipalities across Miami-Dade and Broward counties, and the counties themselves, crunched by plummeting property taxes and higher costs, this year's budget season will mean taxpayers in Miami-Dade and Broward counties may find themselves paying more for less.

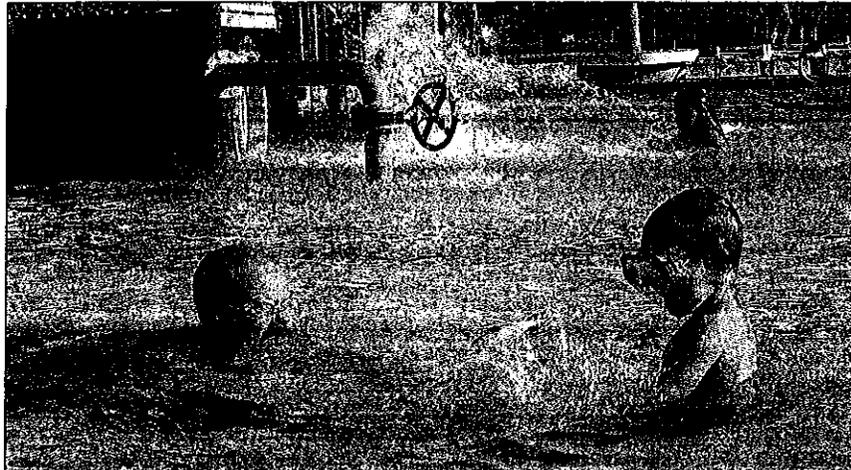
Broward County residents are beginning to learn as much as tax notices come in the mail, bringing news that in many cases property values are still sliding downward but tax rates are trending up. To the south, a majority of Miami-Dade homeowners will receive similar news after notices are sent out Tuesday.

By Oct. 1, government budgets have to be finalized — and balanced.

And balancing the budget when property tax revenues are off in some cities by double-digit decreases means that finance directors are cutting costs through layoffs or service reductions or shoring up their budgets with new fees, such as the contentious red light cameras.

"Everything is on the table," said Miami Lakes Mayor Michael Pizzi, whose city will lose about \$750,000 in property taxes.

Broward County is cutting parks staff, reducing mowing and closing facilities such as restrooms and shelters, as well as reducing hours at Nova Southeastern University's



PHOTOS BY CHRIS CUTRO/FOR THE MIAMI HERALD

LEAN TIMES: Miami Beach resident Rodrigo Zinni, 36, watches his son Joaquin Zinni, 3, play in Miami Beach's Flamingo Park pool. The pool is free for Miami Beach residents, but that may soon change. Surfside is closing its newly reopened library.

library and the Main Library.

Miami-Dade County's plans call for raising the tax rate, cutting some 1,200 positions and reducing maintenance of parks and streets.

Large cities like Miami and Fort Lauderdale, and small communities such as North Bay Village, home to less than 7,000, have also been hit.

With North Bay Village's tax base down 26 percent this year, officials are contemplating laying off police officers, eliminating emergency dispatchers and outsourcing the sanitation department. And though they say a tax increase isn't likely to be as sizable as the number that will appear on tax notices, a potential tax rate has been set for \$6.72 per \$1,000 of taxable value



— an increase of more than 50 percent.

"So basically, our city isn't going to be the same," said resident Elaine Beutel at a recent

budget workshop.

A number of other municipalities are also contemplating tax rate hikes, including Miami Beach, Coral Gables, Deerfield

Beach, Hollywood, Miami Gardens and South Miami. Tax rates for Broward and Miami-Dade counties and both county school districts may also increase.

Taxes, cuts and fees aren't yet concrete. Law requires that governments hold two budget hearings next month before passing a budget, which is due by Oct. 1.

But with so many officials resigned to tax rate increases to help recover money otherwise lost from declining property taxes, many homeowners — particularly longtime homeowners — could be looking at a higher bill.

More recent home buyers will likely see the taxable value of their property drop with its market value, reducing or negating the impact of a tax rate increase. But anyone whose tax exemptions have locked the taxable value of their homes far below the market will likely see their bills increase along with their home's taxable value.

That would apply to Louie Lyles, whose Miami Springs home is worth about three times on the market than its taxable value. With the city looking to increase its tax rate to nearly \$ per \$1,000 of taxable value, the average homeowner will see an increase of about \$144 in taxes.

Lyles said he is unhappy with the increase and thinks it will hurt some residents. But he said he understood the need for a tax increase, considering the city's shortfall of close to \$1 million.

"I'm not overjoyed to see taxes go up, but the city still has to operate," he said.

That is the argument many elected officials have made this summer: That taxpayers would

*TURN TO TAXES, 4

PROPERTY TAXES

Homeowners get less with more

TAXES, FROM 3

rather pony up more cash than see cuts to public safety or service reductions.

But there is a different train of thought among some politicians.

"We can't control the main revenue stream of county government, which is property taxes," said Lighthouse Pointe Commissioner Chip LaMarca, who is running as a Republican for Broward County Commission and has ripped the county commission for approving a possible tax rate increase. "But if you can't control what's coming in, you can control your spending," he said.

Like Lighthouse Point, Plantation, Fort Lauderdale, Miami Lakes, Homestead and Hialeah have kept their tax rates flat, looking to balance their budgets in other ways.

"These are not the times to be raising taxes," Hialeah Mayor Julio Robaina said recently. "These are times to hopefully remove or not add obligations to the property or business owners, so we can spark something better in our economy."

Hialeah has already shortened library and pool hours and laid off 50 city workers. The city, which is facing a \$5 million shortfall and a decline in revenue that could reach as high as \$20 million next year, has not budgeted for merit or longevity pay for its city workers.

Another municipality, Surfside, is getting rid of its library altogether next month after recently reopening the underfunded facility. That loss could accompany a tax

rate hike of close to \$100.

A longtime supporter of the library, Vice Mayor Joseph Graubart was resigned to the library's closing.

"It hurts not to have one," Graubart said, "but we can't micromanage this. I think it's seen it's last days."

Residents of the Miami-Dade municipality hit hardest by the real estate fallout, Homestead, will likewise not see their tax rate increase. The southern Miami-Dade city has lost about 30 percent of its tax base this year.

The city will go after \$8 million in unpaid power and electric bills, ask senior administrators to hold down multiple positions and cut down on bulk waste pickup from four times a month to two times a month.

Miami Gardens City Manager Danny Crew called this budget year "one of the most difficult I've seen."

Miami-Dade's third-largest city is raising its tax rate, and Crew's proposed budget calls for no new sidewalks or road improvements, and scaled-back funding for some community events like the Martin Luther King Parade.

Coral Gables could increase its tax rate, and cut 30 full-time jobs to offset a \$3 million loss in revenues. City Manager Patrick Salerno said he would hire 13 new people for a net loss of 17 jobs.

The city also is trimming its capital projects budget, which is decreasing from \$11 million to \$4 million. Some of those cuts stem from the elimination of one-time grants, such as \$2.5 million to

dredge the Coral Gables Waterway, Salerno said.

Aventura isn't raising taxes, but expects to continue raking in money from red light camera citations. The city has reaped \$2.1 million since its program began in October 2008, and has irked many in the process, including Laurie Lamb.

Lamb, 51, was ticketed for \$125 when she crossed the line after stopping at a red turn arrow. "I don't mind the cameras but there needs to be some flexibility — what your driving history is, what your record is. That part felt unfair to me," she said. "It didn't feel democratic, you are guilty no matter what and I think that's incorrect."

Ambulance rides could cost more, with Weston and Miami Beach considering a fee hike. And even burying a loved one could be further taxed: Hallandale Beach may increase the cost from \$1,430 to \$1,600.

Such fee increases could come in groups on Miami Beach, where a majority of commissioners favor increasing the tax rate to avoid losing \$14 million in property taxes.

They have also discussed cutting money to nonprofits and charging adult residents a fee to use city pools.

That means Stan McDonald's daily — sometimes twice-daily — swim at Flamingo Park could become too expensive. Five days a week, the personal trainer from South Beach stops by the municipal park, squeezes a pair of goggles over his eyes and dives in the park's pool to swim laps. Today the swim is free.

But Miami Beach commissioners have talked about charging adult residents \$3 to visit a public pool to help the city shore up a budget that at one point was short more than \$30 million.

For McDonald, that could mean close to \$100 a month, and \$1,000 a year.

"For tourists it doesn't matter," McDonald said. "They don't mind giving up \$6 every time they come but for residents it's pretty bad," he said.

Mayor Matti Herrera Bower said she supports charging residents a flat monthly or annual fee instead.

"When you sit around the table and throw out these numbers, \$2 is nothing," she said. "But it's not \$2 and it's not \$3, it's six, eight, 10, 12 and then it's not accessible."

Hotels could also be tapped for more dollars under a proposal to increase sidewalk cafe fees to \$15 per square foot to \$20 per square foot.

Marlo Courtney, general manager for several Ocean Drive hotels owned by Goldman Properties, said the 33 percent increase is going to be a detraction as hotels continue to hope to escape the current economic lull.

"These are sensitive economic times," he said. "We're all trying to make our numbers and make them work, and it hasn't been an easy summer."

Miami Herald staff writers Nadege Charles, Howard Cohen, Angel L. Doval, Laura Isensee, Daiana Kucawca, Laura Morales, Samantha Stanton and Christina Veiga, and the South Florida Sun-Sentinel contributed to this report.

PROPERTY TAX RATES

Here is a look at every Miami-Dade County municipality's 2009 general fund tax rate and how it compares to what is proposed for 2010. These figures do not reflect millage increases due to debt service.

| MUNICIPALITY | 2009 | 2010 |
|--------------------|--------|--------|
| Miami | 7.674 | 7.6740 |
| Miami Beach | 5.6555 | 6.4143 |
| Coral Gables | 5.895 | 6.1890 |
| Hialeah | 6.54 | 6.5400 |
| Miami Springs | 6.1698 | 6.9850 |
| North Miami | 7.3390 | 8.1955 |
| North Miami Beach | 6.6136 | 6.6036 |
| Opa-locka | 8.3000 | 9.1052 |
| South Miami | 4.9526 | 5.1452 |
| Homestead | 6.2917 | 6.2917 |
| Miami Shores | 8.0000 | 8.0000 |
| Bal Harbour | 2.5265 | 2.8619 |
| Bay Harbor Islands | 4.4120 | 5.2971 |
| Surfside | 4.7332 | 5.9499 |
| West Miami | 6.7376 | 6.7376 |
| Florida City | 7.750 | 8.9000 |
| Biscayne Park | 8.8903 | 8.9933 |
| El Portal | 7.8442 | 7.9000 |
| Golden Beach | 7.1525 | 7.6766 |
| Pincrest | 2.1040 | 2.1900 |
| Indian Creek | 6.5000 | 7.2830 |
| Medley | 5.650 | 5.6500 |
| North Bay Village | 4.2772 | 5.9000 |
| Key Biscayne | 3.2000 | 3.2000 |
| Sweetwater | 3.9252 | 4.6618 |
| Virginia Gardens | 4.4233 | 6.0000 |
| Hialeah Gardens | 4.90 | 5.4600 |
| Aventura | 1.7261 | 1.7261 |
| Islandia | 0.0000 | 0.0000 |
| Unincorporated | 2.0083 | 2.2980 |
| Sunny Isles Beach | 2.6500 | 2.8860 |
| Miami Lakes | 2.447 | 2.4470 |
| Palmetto Bay | 2.4470 | 2.5440 |
| Miami Gardens | 5.3734 | 6.2728 |
| Doral | 2.4470 | 2.4470 |
| Cutler Bay | 2.5888 | 3.2322 |

Source: Miami-Dade County Property Appraiser

August 23, 2010

**VILLAGE OF BISCAYNE PARK
DEPARTMENTAL ACCOMPLISHMENTS FOR
THE CURRENT FISCAL YEAR (2009/10) AND PERFORMANCE
MEASURES AND GOALS FOR THE NEXT FISCAL YEAR (2010/11)**

VILLAGE CLERK:

PRIOR YEAR ACCOMPLISHMENTS

- Membership in the Florida Association of City Clerks (FACC), International Institute of Municipal Clerks (IIMC) and the Miami Dade County Municipal Clerks Association (MDCMC)
- Participation in the meetings and events with each of the Clerk's association to stay informed with all regulations and changes that the Clerk is responsible for.
- Participation in educational programs available for City Clerks in order to attain a Certified Municipal Clerk (CMC) certification.
- Registered the Village of Biscayne Park in Miami Dade County's User Access Program which will allow the Village to tap into the vendor contracts with the County for supplies and services at a reduced cost, and at the same time earning the Village a .5% return on the costs.
- Researched and identified a new source for placing RFP advertisements for contractors at a significantly reduced cost and increased number of responses which insures the Village the ability to make informed decisions.
- Incorporated the responsibilities of the webmaster and have enhanced the Village's website by incorporating more information and timely updates for the residents.
- Identified weaknesses and non-compliance within our IT infrastructure and is part of the team that will provide a plan to correct the deficiencies and bring the Village to compliance.
- Identified the potential savings by centralizing printing to one primary copier/printer and eliminating 10 printers from one location and the costs associated with each printer such as ink, toner and service.

PERFORMANCE MEASURES & GOALS

- Complete the required education credits towards CMC certification (Certified Municipal Clerk).
- Codification of ordinances
- Records Retention
 - Bring required records up to date based on Florida Statutes requirements
 - Complete a records retention policy
 - Conversion to electronic format where possible
 - Reduce costs for records retention
- Human Resources
 - Update and maintain all employee records
 - Provide better and consistent communication to staff on policies and benefits

- Maintain health benefit costs while still providing a high quality policy to employees
- Continual enhancements to the Village website

GENERAL GOVERNMENT:

PRIOR YEAR ACCOMPLISHMENTS

Budget Support - Assist the departments in completing their FY 2010-11 budget submissions

Computer Support - Implementing action plan to resolve the critical issues within the current IT and continuing to support current software applications

Grant Creation and Monitoring - Assisted Police Department in the preparation of grant submission and monitoring an ongoing Forestry Grant

Policies and Procedures

- Worked with Police Department to create the Municipal Comprehensive Emergency Management Plan

PERFORMANCE MEASURES & GOALS

- Streamline future Budget submission processes
- Train staff on Office 2010 software products
- Update legal descriptions in Energov database and insure data integrity
- Design hardware and software recommendations for Parks and Recreation for cash recording of concession sales and cash receipts and assist towards the implementation
- Verify adequate migration plan is in place for the migration for HTE to the new accounting software to insure continued access to legacy data
- Work closely with finance to identify, recommend and implement a process for compliance with outstanding CAFR issues
- Analyze and design new application initiatives
 - Compliance monitoring of lien documentation
 - Tracking of code enforcement notification from courtesy notice, citation, admin hearing notice to order of enforcement and have information available for the reporting
- Work with the current IT environment to eliminate compliance and security issues and insure future compliance
- Complete the implementation of Information Technology action plan according to the Manager's and Commission's direction

BUILDING DEPARTMENT:

PRIOR YEAR ACCOMPLISHMENTS

- Worked to successfully get our New Village Sign installed from the permitting process to the Ribbon Cutting ceremony
- Issued permits for New Public Works Building in a timely manner
- Created a new work space for our contractors for plan review
- Reorganized Building Department for maximum use in space provided

- Created a contractor data base for resident reference

PERFORMANCE MEASURES and GOALS

- Focusing on providing our residents with updated information regarding the permit process including but not limited to any fee changes on behalf of the Village of Biscayne Park and any new state or county requirements.
- To provide our residents with a safe and ethical environment during the permitting process.
- To keep operation costs at a minimum while still providing quality customer service for our residents and contractors.
- To create an area of plan review for our inspectors in the near future.

FINANCE DEPARTMENT:

PRIOR YEAR ACCOMPLISHMENTS

In a very short period of time (2 weeks), we have prepared the Sanitation Fund Budget for FY 2011, reconciled six months of bank statements for over 10 bank accounts and have started the FY 2011 budget process. In addition, we are preparing to switch over the "PC Network" to a file server, getting off the very slow and often crashing "peer to peer" network that is currently in place. The new "Network Server" will provide faster processing and less program conflicts allowing the staff to work more efficiently.

PERFORMANCE MEASURES and GOALS

- Complete all bank reconciliations in a timely manner no more than 5 working days after the receipt of the bank statements
- Prepare and distribute a monthly financial report no more than 5 working days after the close of the month
- Increase Interest Earnings by 20%

POLICE DEPARTMENT:

PRIOR YEAR ACCOMPLISHMENTS

- Winning two FIRST PLACE awards at the 2009-10 Law Enforcement Challenge netting over \$30,000 in police equipment.
- Arrest's up over 10% from FY07-08 to FY08-09
- Overall crime rate down 2.6% from previous year
- Handled 2% more calls for service over previous year
- Traffic citations up 29% fro previous year
- Employee complaints down 63% from FY07-08 to FY08-09
- Citizen commendations up 50% from FY07-08 to FY08-09
- Participation in Crime Watch focus groups every quarter
- Administration personally completed certifications as a Certified Fraud Examiner and Certified Professional in Human Resources with the intent to provide better support the police personnel
- Department participated in a midyear FDOT Safety initiative "Click or Ticket it" where as the

- Department earned 2nd place - \$5,000 of police radar equipment
- Participation and support during all Village Special Events, such as

| | |
|--|--------------------------|
| Halloween | Adult Egg Hunt |
| Flea Market | Family Egg Hunt |
| Winter Fest | Summer Fest |
| Village Market-Quarterly | Ribbon Cutting- New Sign |
| Groundbreaking for the Public Works Building | |
- Instituted the Village of Biscayne Park on Patrol (VBPOP) crime prevention initiative partnering with the Public Works Department
- Formalized the Post Crime Citizen Contact Program (PCCC) Community Policing; trained officer/investigator to re-contact every crime victim for follow-up
- Trained supervisors and implemented formal performance appraisals
- Trained supervisors on line and mid-management police liability
- Solved several high profile cases e.g. ("Kick In Burglar" and a Major Check Fraud ring in which the Village was victimized)

PERFORMANCE MEASURES and GOALS

- Uniform Crime Reports - Continue to reduce crime from -2.6% to -6.8%
- Formalize satisfaction surveys via the Village's website and through the Community Policing efforts by corresponding with crime victims and stakeholders in the community at a goal rate of 50 survey feedbacks per quarter
- Analyze traffic crash data and reduce trouble spots by 50%
- Increase awareness of crime prevention services by performing 50% more residential security surveys from 5 to 10 per year
- Completely eradicate the occurrence of violent crime (robberies) from FY 09-10 from 3 robberies to 0 robberies for FY 10-11

CODE ENFORCEMENT:

PRIOR YEAR ACCOMPLISHMENTS

- Working with residents to come into Code compliance
- Working with contractors to come into Code compliance
- Oversee Building Dept clerk
- Proactive and re-active in the community for all code related matters
- Re-occupancy, paint and landlord permit inspections
- Prepare all paperwork dealing directly with Code Enforcement i.e. notices, citations, etc
- Prepare agendas for Code Review Committee and Code Enforcement Board
- Prepare all paperwork and give testimony for Code cases for Code Enforcement Board
- All follow up work for all code cases and inspections

PERFORMANCE MEASURES and GOALS

- Flexible scheduling to include evening and Saturdays to better assist residents in securing compliance
- Evaluate the current software and utilize its full potential

- Continue to work with the Code Review Committee to improve Village code of ordinances

PARKS & RECREATION:

PRIOR YEAR ACCOMPLISHMENTS

Special Events

- Halloween
- Flea Market
- Winter Fest
- Adult Egg Hunt
- Family Egg Hunt
- Village Market every Quarter
- Summer Fest

Other Activities

- Flag Football Program (Cont thru winter)
- Coach Joe's Soccer Program (Cont thru winter)
- Golden Gates After School Care
- Men's 3 on 3-Basketball Tournament
- Saturday Fundamentals for Kids
- Coach Joe's Baseball/Tee-ball Program
- Eagles Soccer Program

- FRPA Membership – Advancing our department through workshops and conferences
- Revenue generated through facility rentals, concession sales and recreational programs
- Under budget for the projected fiscal year
- AED Training – all staff trained in the use of the electronic defibrillator

PUBLIC WORKS

PERFORMANCE MEASURES and GOALS

The Parks & Recreation Department understands the challenges faced by the Village and will continue to work within the means available. We will, as a department and integral part of the community, continue to offer the best service programs possible to our residents and neighbors from other communities. Our goal is to promote a happier, healthier citizen in a community that is a better place to live because it has an active, vital Parks & Recreation Department.

- Revival of revenue generating programs, run in-house.
- Expand current programs that offer more adult and senior oriented programs
- Run a more cost effective concession stand by integrating a more detailed bookkeeping and inventory system.
- Develop a survey system to record feedback and input about programs and services rendered. Surveys will be used as a review tool for contracted services.
- Develop a sponsorship program with neighboring businesses for our athletic programs
- Expand our responsibilities to encompass all green areas of the Village
- Structure a detailed program for community service

PRIOR YEAR ACCOMPLISHMENTS

- Complete inspection of all of relevant tools, materials and equipment in preparation for Hurricane season
- Painting and refurbishment of Village wide benches, flag poles and other amenities contributing to the aesthetics of the Village of Biscayne Park
- In-house tree trimming on small trees, and removal of several dead trees throughout the Village, with a focus on safety and maintaining our trees prior to Hurricane season
- Overall maintenance on foreclosed and abandoned properties throughout the Village focusing on safety and aesthetics
- Planting of over 80 trees on the northeast section of our Village, contributing to the enhancement of the area
- Installation of Village wide signage informing public not to cut through our medians
- Filled in pot holes Village wide creating safer and more enhanced streets in our Village.
- Staff volunteering and major contributions to the enhancement project at the Butterfly Park
- Volunteer project on interior enhancements of recreation center
- Distributed Village Newsletters and various special events announcements Village wide, contributing to informing our residents
- Cleaned and unclogged storm drains throughout our Village-focusing on flood prevention.
- Total department participation in the Manager's enhanced Crime Watch initiative, assisting us to be better prepared to prevent crimes in our Village
- Worked with all departments assisting in organizational and enhancement projects throughout our Village
- Worked on the new Public Works building site assisting contractor in order to save the Village money on the project

PERFORMANCE MEASURES and GOALS

- Enhanced focus on employee training and development to professionalize the department with a goal to deliver better services to our residents.
- An emphasis on daily median inspections to contribute to the beauty of these linear parks throughout our Village by awareness of needs in maintenance.
- Upkeep of our new Public Works facility in both the interior and exterior of site to ensure preservation and prevention of deterioration by assigning specific maintenance tasks to personnel for upkeep of facility.
- Prepare and follow up on a regular maintenance plan for Village Hall and the Ed Burke Park & Recreation Center.
- Complete a signage inventory, and propose replacements of damaged and faded signs Village wide.
- Renovation of Griffing Park, removing all rust, repainting, and an overhaul of the landscaping creating an enhanced environment while working with neighbors in the area and the Parks and Parkways committee

August 23, 2010

Re: City Manager Salary Survey

Miami Dade County Smaller Cities City Manager's Survey:

| City | Salary |
|--------------------|------------|
| Golden Beach | \$ 155,000 |
| West Miami | \$ 101,000 |
| Bay Harbor Islands | \$ 142,000 |
| Bal Harbour | \$ 146,000 |
| El Portal | \$ 78,875 |
| North Bay Village | \$ 143,312 |
| Surfside | \$ 120,000 |
| Miami Shores | \$ 165,451 |
| South Miami | \$ 169,000 |

High: \$ 169,000
Median: \$ 135,626
Low: \$ 78,875

Individual Salary Data

City/County Engineer

| Agency | Job Title | Match | Min | Mid | Max | Avg | No. of Positions | Annual Hours | FLSA | BB |
|-----------------|--|-------|--------|--------|---------|---------|------------------|--------------|------|----|
| West Palm Beach | City Engineer | S | 70,281 | 87,928 | 105,575 | - | - | 2080 | E | N |
| Winter Haven | Technical Services Division Director (City Engineer) | H | 87,850 | 89,908 | 111,966 | - | - | 2080 | E | N |
| Winter Park | City Eng./Asst. Dir. Of Pw | L | 69,402 | 88,654 | 107,907 | 102,335 | 1 | 2080 | E | N |

City/County Manager/Administrator

| Agency | Job Title | Match | Min | Mid | Max | Avg | No. of Positions | Annual Hours | FLSA | BB |
|---------------------|--------------------------|-------|---------|---------|---------|---------|------------------|--------------|------|----|
| Alachua County BOCC | County Manager | S | 2,080 | 105,039 | 208,000 | 169,686 | 1 | 2080 | E | N |
| Altamonte Springs | City Manager | S | 100,000 | - | - | 177,971 | 1 | 2080 | E | Y |
| Apalachicola | City Administrator | S | 56,300 | - | 56,300 | - | 1 | 2080 | E | N |
| Atlantic Beach | City Manager | S | - | - | - | 126,838 | 1 | 2080 | E | N |
| Auburndale | City Manager | S | - | - | - | 117,042 | 1 | 2080 | E | N |
| Avventura | City Manager | H | 206,608 | - | - | - | 1 | 2080 | E | N |
| Barlow | City Manager | S | - | - | - | 135,012 | 0 | 2080 | E | N |
| Bay Harbor Islands | Town Manager | S | 142,116 | - | 142,116 | - | - | 1820 | E | N |
| Belle Glade | City Manager | S | 119,000 | - | - | - | 1 | 2080 | N | N |
| Belleair Beach | City Manager | H | - | - | - | 72,754 | - | 2080 | E | N |
| Bellevue | City Clerk/Administrator | H | 69,900 | 85,300 | 108,300 | 86,273 | 1 | 2080 | E | N |
| Blountstown | City Manager | S | - | - | - | 61,800 | 1 | 2080 | E | N |
| Bowling Green | City Manager | H | - | 55,000 | - | - | 1 | 2080 | E | N |
| Boynton Beach | City Manager | S | - | - | - | 168,299 | 1 | 2080 | E | N |
| Brevard County BOCC | County Manager | S | - | - | - | 161,922 | 1 | 2080 | E | N |
| Brooksville | City Manager | S | 69,395 | 88,132 | 106,869 | - | 1 | 2080 | E | N |
| Bunnell | City Manager | H | 66,950 | 82,915 | 103,000 | 82,915 | 1 | 2080 | E | N |
| Callaway | City Manager | H | 70,378 | 95,010 | 119,643 | 109,081 | 1 | 2080 | N | N |
| Cape Canaveral | City Manager | S | 90,022 | - | 128,896 | 109,866 | 1 | 2080 | E | N |
| Casselberry | City Manager | S | - | - | - | 144,200 | 1 | 2080 | E | N |
| Chiefland | City Manager | S | 51,198 | 64,254 | 77,309 | 65,000 | 1 | 2088 | E | N |
| Clay County BOCC | County Manager | H | - | - | - | 167,000 | 1 | 2080 | E | N |
| Clewwater | City Manager | S | - | - | - | 161,065 | 1 | 2080 | E | N |

Individual Salary Data

City/County Manager/Administrator

| Agency | Job Title | Match | Min | Mid | Max | Avg | No. of Positions | Annual Hours | FLSA | BB |
|---|------------------------------|-------|---------|---------|---------|---------|------------------|--------------|------|----|
| Cocoa | City Manager | H | - | - | - | 123,073 | 1 | 2080 | E | N |
| Cocoa Beach | City Manager | S | 84,891 | 106,113 | 127,336 | 113,797 | 1 | 2080 | E | N |
| Coconut Creek | City Manager | S | - | - | - | 196,656 | 1 | 2080 | E | N |
| Collier County BOCC | County Manager | S | - | - | - | 189,678 | 1 | 2080 | E | N |
| Cooper City | City Manager | S | - | - | - | 150,000 | 1 | 2080 | E | N |
| Crescent City | City Manager | H | - | - | - | 72,450 | 1 | 2080 | E | N |
| Crystal River | City Manager | H | 56,968 | - | 80,703 | - | 1 | 2080 | E | N |
| Dade City | City Manager | S | 60,029 | - | 90,043 | 75,000 | 1 | 2080 | E | N |
| Dania Beach | City Manager | S | - | - | - | 145,000 | 1 | 2080 | E | Y |
| Davenport | City Manager | H | - | - | - | 74,984 | 1 | 2080 | E | N |
| Davie | Town Administrator | S | - | - | - | 177,022 | 1 | 2080 | E | N |
| Daytona Beach | City Manager | S | - | - | - | 170,693 | 1 | 2080 | E | N |
| Daytona Beach Shores | City Manager | S | - | - | - | 124,259 | 1 | 2080 | E | N |
| DeBary | City Manager | S | - | - | - | 93,342 | 1 | 2080 | E | N |
| Deerfield Beach | City Manager | S | - | - | - | 181,709 | 1 | 2080 | E | N |
| DeFuniak Springs | City Manager | H | 69,530 | 93,864 | 118,200 | - | 1 | 2080 | E | N |
| Delray Beach | City Manager | S | 165,235 | - | - | - | 1 | 2080 | E | N |
| Destin | City Manager | H | - | - | - | 116,198 | 1 | 2080 | E | N |
| Doral | City Manager | S | 125,000 | - | 165,000 | - | 1 | 2080 | E | N |
| Dunedin | City Manager | S | - | - | - | 143,000 | 1 | 2080 | E | N |
| Dunnellon | City Manager | H | 62,400 | 70,500 | 78,600 | - | 1 | 2080 | E | N |
| Eagle Lake | City Manager | H | - | - | - | 60,008 | 1 | 2080 | E | N |
| Eatonville | Chief Administrative Officer | H | 65,512 | 81,890 | 98,268 | - | 1 | 2080 | E | N |
| Emerald Coast Utilities Authority | Executive Director | H | - | - | - | 147,199 | 1 | 2080 | E | N |
| Escambia County Board of County Commissioners | County Administrator | S | 117,711 | 153,077 | 188,442 | - | 1 | 2080 | E | N |
| Eustis | City Manager | S | - | - | - | 140,000 | 1 | 2080 | E | N |
| Fellesmere | City Manager | H | - | - | - | 115,000 | 1 | 2080 | E | N |
| Flagler Beach | City Manager | S | - | - | - | 90,000 | 1 | 2080 | E | N |
| Flagler County Board of County Commissioners | County Administrator | H | - | - | - | 141,400 | 1 | 2080 | E | N |
| Fort Meade | City Manager | H | - | - | - | 70,000 | 1 | 2080 | E | N |
| Fort Walton Beach | City Manager | H | - | - | - | 118,790 | 1 | 2080 | E | N |

Individual Salary Data

City/County Manager/Administrator

| Agency | Job Title | Match | Min | Mid | Max | Avg | No. of Positions | Annual Hours | FLSA | BB |
|--------------------------------------|------------------------------|-------|---------|---------|---------|---------|------------------|--------------|------|----|
| Fruitland Park | City Manager | S | 74,000 | 80,000 | 88,000 | - | 1 | 2080 | E | N |
| Gainesville | City Manager | S | - | - | - | 168,162 | - | 2080 | E | N |
| Golden Beach | Town Manager | S | - | - | - | 130,000 | 1 | 2080 | E | N |
| Green Cove Springs | City Manager | S | 78,000 | 96,200 | 114,400 | 98,613 | 1 | 2080 | E | N |
| Greenacres | City Manager | S | - | - | - | 161,342 | 1 | 2080 | E | N |
| Gretna, Florida | City Manager | H | 45,000 | 67,500 | 90,000 | 65,000 | 1 | 2080 | N | N |
| Groveland | City Manager | S | 73,078 | 91,343 | 109,607 | 97,302 | 1 | 2080 | E | N |
| Gulf County BOCC | Chief Administrator | H | 54,443 | 76,115 | 97,786 | 77,048 | 1 | 2080 | E | N |
| Gulfport | City Manager | S | 91,532 | - | 146,464 | 103,203 | 1 | 2080 | E | N |
| Haines City | City Manager | S | 95,486 | - | 143,229 | - | 1 | 2080 | E | N |
| Hernando County BOCC | County Administrator | H | - | - | - | 134,999 | 1 | 2080 | E | N |
| Highlands County BCC | County Administrator | S | - | - | - | 150,000 | 1 | 2080 | E | Y |
| Hillsborough Co. Civil Service Board | County Administrator | S | - | - | - | 226,366 | 1 | 2080 | E | N |
| Holly Hill | City Manager | S | - | - | - | 104,410 | 1 | 2080 | E | N |
| Hollywood | City Manager | S | - | - | - | 201,115 | 1 | 2080 | E | N |
| Indianlantic | Town Manager | S | - | - | - | 98,226 | 1 | 2080 | E | N |
| Indian Harbour Beach | City Manager | L | 77,749 | - | 116,623 | - | 1 | 2080 | E | N |
| Indian River Shores | Town Manager | S | - | 120,650 | - | - | 1 | 1950 | E | N |
| Indian Rocks Beach | City Manager | S | 68,682 | - | - | 79,880 | 1 | 2080 | E | N |
| Indian Shores | Town Administrator | H | 36,714 | 45,892 | 57,365 | - | 1 | 693 | E | N |
| Interlachen | Town Clerk | H | 38,522 | - | - | - | 1 | 2080 | E | N |
| Inverness | City Manager | H | 43,033 | - | 66,655 | - | 1 | 2080 | E | N |
| Islamorada, Village of Islands | Village Manager | S | 115,004 | 146,631 | 178,257 | - | 1 | 2080 | E | N |
| Jacksonville | Chief Administrative Officer | S | - | - | - | 178,508 | 1 | 2080 | E | N |
| Jacksonville Beach | City Manager | H | - | - | - | 154,669 | 1 | 2080 | E | N |
| Juno Beach | Town Manager | L | 77,536 | 105,751 | 133,966 | - | 1 | 2080 | E | N |
| Jupiter Inlet Colony | Town Administrator | H | 50,000 | 65,000 | 90,000 | 83,000 | 1 | 2080 | E | N |
| Key Biscayne | Village Manager | S | 169,950 | - | - | - | 1 | 2080 | E | N |
| Key West | City Manager | S | - | - | - | 180,000 | 1 | 2080 | E | N |
| Kissimmee | City Manager | S | - | - | - | 140,546 | 1 | 2080 | E | N |
| Lady Lake | Town Manager | H | - | - | - | 120,000 | 1 | 2080 | E | N |
| Lake Alfred | City Manager | H | 80,000 | - | - | - | 1 | 2080 | E | N |

Individual Salary Data

City/County Manager/Administrator

| Agency | Job Title | Match | Min | Mid | Max | Avg | No. of Positions | Annual Hours | FLSA | BB |
|---|-----------------------------------|-------|---------|---------|---------|---------|------------------|--------------|------|----|
| Lake Clarke Shores | Town Administrator | H | 73,433 | 93,827 | 113,821 | 92,961 | 1 | 2080 | E | N |
| Lake Helen | City Administrator | H | - | - | - | 104,770 | 1 | 2080 | E | N |
| Lake Mary | City Manager | S | - | - | - | 143,998 | 1 | 2080 | E | N |
| Lake Wales | City Manager | S | 90,000 | - | 153,000 | 111,430 | 1 | 2080 | E | N |
| Lake Worth | City Manager | H | 129,355 | - | 187,554 | - | 1 | 2080 | E | N |
| Lakeland | City Manager | S | 104,082 | - | 193,296 | - | 1 | 2080 | E | N |
| Lantana | Town Manager | H | - | - | - | 102,476 | 1 | 2080 | E | N |
| Lauderdale Lakes | City Manager | S | 128,177 | 159,943 | 191,708 | 141,315 | 1 | 2080 | E | N |
| Lauderdale-by-the-Sea | Town Manager | H | 115,423 | 144,279 | 173,135 | - | 1 | 2080 | E | N |
| Leesburg | City Manager | S | - | - | - | 135,013 | 1 | 2080 | E | N |
| Leon County BOCC | County Administrator | S | - | - | - | 237,657 | 1 | 2080 | E | N |
| Lighthouse Point | City/County Manager/Administrator | H | - | - | 126,226 | - | 1 | 2080 | E | N |
| Live Oak | City Administrator | H | - | - | 83,090 | - | 1 | 2080 | E | N |
| Longboat Key | Town Manager | S | - | - | 175,000 | - | 1 | 2080 | E | N |
| Lynn Haven | City Manager-Clerk | S | - | - | - | 103,293 | 1 | 2080 | E | N |
| Madeira Beach | City Manager | S | - | - | - | 94,722 | 1 | 2080 | E | N |
| Malabar | Town Administrator | S | - | - | - | 69,293 | 1 | 2080 | E | N |
| Manalapan | Town Manager | H | - | 99,796 | - | - | 1 | 2080 | E | N |
| Mangonia Park | Town Manager | S | - | - | - | 79,921 | 0 | 2080 | E | N |
| Marathon | City Manager | H | - | - | - | 100,000 | 1 | 2080 | E | N |
| Marco Island | City Manager | S | - | - | - | 160,000 | 1 | 2080 | E | N |
| Marianna | City Manager | H | 93,912 | - | - | - | 1 | 2080 | E | N |
| Martin County BOCC | County Administrator | S | - | - | - | 156,430 | 1 | 2080 | E | N |
| Martin County BOCC | County Administrator | H | - | - | 200,000 | - | 1 | 2080 | E | N |
| Mascotte | City Manager | H | 82,278 | - | 144,000 | - | 1 | 2080 | E | N |
| Melbourne | City Manager | S | - | - | - | 154,719 | 1 | 2080 | E | N |
| Melbourne Beach | Town Manager | H | 74,560 | - | - | - | 1 | 2080 | E | N |
| Miami | City Manager | S | - | - | - | 226,600 | 1 | 2080 | E | N |
| Miami Gardens | City Manager | S | 173,292 | 187,954 | 202,618 | - | 1 | 2080 | E | N |
| Miami Lakes | Town Manager | S | 165,000 | - | 185,000 | - | 0 | 2080 | E | N |
| Miami-Dade County Human Resources Dept. | County Manager | S | 33,904 | 188,710 | 343,516 | 343,516 | 1 | 2080 | E | N |
| Midway | City Manager | H | - | - | - | 50,000 | 1 | 2080 | E | N |
| Milton | City Manager | H | - | - | - | 77,378 | 1 | 2080 | E | N |

Individual Salary Data

City/County Manager/Administrator

| Agency | Job Title | Match | Min | Mid | Max | Avg | No. of Positions | Annual Hours | FLSA | BB |
|------------------------------|------------------------------|-------|---------|---------|---------|---------|------------------|--------------|------|----|
| Minneapolis | City Manager | S | 71,261 | 89,066 | 106,870 | - | - | 2080 | E | N |
| Miramar | City Manager | S | - | - | - | 156,615 | - | 2080 | E | N |
| Mount Dora | City Manager | S | - | - | - | 122,311 | 1 | 2080 | E | N |
| Naples | City Manager | S | - | - | - | 177,000 | 1 | 2080 | E | N |
| Nassau County BOCC | County Coordinator | S | 76,240 | 88,414 | 107,724 | 90,625 | 1 | 2080 | E | N |
| Neptune Beach | City Manager | S | 102,929 | - | - | - | 0 | 2080 | E | N |
| New Port Richey | City Manager | H | - | - | 109,720 | - | - | 2080 | E | N |
| New Smyrna Beach | City Manager | S | 107,556 | - | 166,108 | 120,265 | 1 | 2080 | E | N |
| North Miami | City Manager | S | 117,561 | 160,201 | 218,337 | 207,438 | 1 | 2080 | E | N |
| North Miami Beach | City Manager | S | - | - | - | 200,000 | 1 | 2080 | E | N |
| North Palm Beach | Village Manager | S | - | - | - | 149,992 | 1 | 2080 | E | N |
| North Port | City Manager | S | - | 144,000 | - | - | 1 | 2080 | E | N |
| Ocala | City Manager | S | 102,190 | 137,956 | 174,075 | - | 1 | 2080 | E | N |
| Ocean Ridge | Town Manager | S | 85,559 | 75,893 | 92,227 | 92,227 | 1 | 2080 | E | N |
| Okeechobee | City Administrator | S | 74,035 | - | 87,209 | 77,417 | 1 | 2080 | E | N |
| Opa-locka | City Manager | H | 86,250 | - | - | - | - | 2080 | E | N |
| Orange County BOCC | County Administrator | S | 139,526 | 188,802 | 238,077 | 211,661 | 1 | 2080 | E | N |
| Orange County Clerk of Court | Clerk Of The Court | S | - | - | - | 152,609 | 1 | 2080 | E | N |
| Orchid | Town Manager | H | 60,000 | - | 62,500 | - | 1 | 2080 | E | N |
| Orlando | Chief Administrative Offices | S | 135,158 | 177,403 | 219,627 | 179,233 | 1 | 2080 | E | N |
| Ormond Beach | City Manager | S | - | - | - | 133,000 | 1 | 2080 | E | N |
| Osceola County BOCC | County Manager | S | - | - | - | 214,240 | 1 | 2080 | E | N |
| Oviedo | City Manager | S | - | - | - | 135,000 | 1 | 2080 | E | N |
| Palatka | City Manager | H | 74,569 | - | 110,173 | 110,173 | 1 | 2080 | E | N |
| Palm Bay | City Manager | S | 114,626 | - | 172,870 | 167,864 | 1 | 2080 | E | N |
| Palm Beach County | County Administrator | H | - | - | - | 251,593 | 1 | 2080 | E | N |
| Palm Beach Gardens | City Manager | S | - | - | - | 193,965 | 1 | 2080 | E | N |
| Palm Coast | City Manager | S | - | - | - | 163,960 | 1 | 2080 | E | N |
| Palm Springs | Village Manager | S | - | - | - | 148,699 | 1 | 2080 | E | N |
| Panama City | City Manager | S | - | - | - | 153,960 | 1 | 2080 | E | N |
| Pensacola | City Manager | S | - | - | - | 144,997 | 1 | 2080 | E | N |
| Pincrest | Village Manager | S | - | - | - | 185,582 | 1 | 1950 | E | N |
| Pinellas County | County Administrator | S | 159,130 | 198,913 | 238,695 | 192,015 | 1 | 2080 | E | N |

Individual Salary Data

City/County Manager/Administrator

| Agency | Job Title | Match | Min | Mid | Max | Avg | No. of Positions | Hours | FLSA | BB |
|------------------------------|----------------------|-------|---------|---------|---------|---------|------------------|-------|------|----|
| Pineellas Park | City Manager | S | - | - | - | 131,986 | 1 | 2080 | E | N |
| Plant City | City Manager | S | - | - | - | 128,793 | 1 | 2080 | E | N |
| Polk County BOCC | County Manager | S | - | - | - | 173,000 | 1 | 2080 | E | N |
| Pompano Beach | City Manager | S | - | - | - | 185,000 | 1 | 2080 | E | N |
| Ponce Inlet | Town Manager | S | 94,889 | 118,611 | 142,333 | - | 1 | 2080 | E | N |
| Port Orange | City Manager | S | - | - | - | 116,646 | 1 | 2080 | E | N |
| Port Richey | City Manager | H | - | - | - | 95,000 | 1 | 2080 | E | N |
| Port St. Lucie | City Manager | S | 160,000 | 205,000 | 250,000 | - | 1 | 2080 | E | Y |
| Punta Gorda | City Manager | S | 88,762 | 110,953 | 133,143 | - | 1 | 2080 | E | N |
| Putnam County BOCC | County Administrator | S | 82,748 | - | 137,621 | 139,088 | 1 | 1950 | E | N |
| Riviera Beach | City Manager | S | - | - | 131,607 | 131,607 | 1 | 2080 | E | N |
| Rockledge | City Manager | S | 84,204 | - | 122,800 | 115,607 | 1 | 2080 | E | N |
| Royal Palm Beach, Village of | Village Manager | S | - | - | - | 179,646 | 1 | 2080 | E | N |
| Safety Harbor | City Manager | S | - | - | - | 112,320 | 1 | 2080 | E | N |
| Sanibel | City Manager | S | - | - | - | 189,000 | 1 | 2080 | E | N |
| Santa Rosa County | County Administrator | H | 76,543 | 105,515 | 131,775 | 125,425 | 1 | 2080 | E | N |
| Sarasota | City Manager | S | - | - | - | 176,849 | 1 | 2080 | E | N |
| Satellite Beach | City Manager | S | 92,541 | 106,783 | 121,026 | 121,026 | 1 | 2080 | E | N |
| Sebastian | City Manager | S | - | - | - | 115,348 | 1 | 2080 | E | N |
| Sebring | City Administrator | S | - | - | - | 72,101 | 1 | 2080 | E | N |
| Seminole | City Manager | L | 89,781 | 109,982 | 130,183 | 121,615 | 1 | 2080 | E | N |
| Seminole County BOCC | County Manager | S | - | - | - | 175,490 | 1 | 2080 | E | N |
| Shalimar | Town Manager | S | - | - | 37,500 | - | 0 | 2080 | E | N |
| South Miami | City Manager | S | 176,500 | - | 176,500 | - | 1 | 2080 | E | N |
| St. Augustine | City Manager | S | - | - | - | 134,219 | 1 | 2080 | E | N |
| St. Cloud | City Manager | S | - | - | - | 114,233 | 1 | 2080 | E | N |
| St. Johns County BOCC | County Administrator | L | - | - | - | 170,000 | 1 | 2080 | E | N |
| St. Lucie County BOCC | County Administrator | H | 73,163 | 94,544 | 115,947 | 165,000 | 1 | 2080 | E | N |
| St. Marks | City Manager | H | 28,000 | - | - | - | 1 | 2080 | E | N |
| St. Pete Beach | City Manager | S | - | - | - | 117,181 | 1 | 2080 | E | N |
| St. Petersburg | Mayor (Elected) | S | - | - | - | 162,314 | 1 | 2080 | E | N |
| Surfside | Town Manager | H | - | - | 12,000 | - | 1 | 2080 | E | N |
| Tallahassee | City Manager | S | 86,091 | - | 233,750 | 198,640 | 1 | 2080 | E | Y |

Individual Salary Data

City/County Manager/Administrator

| Agency | Job Title | Match | Min | Mid | Max | Avg | No. of Positions | Annual Hours | FLSA | BB |
|------------------------|-------------------------------|-------|--------|---------|---------|---------|------------------|--------------|------|----|
| Tamarac | City Manager | S | - | - | - | 193,956 | 1 | 1872 | E | N |
| Tarpon Springs | City Manager | S | 92,264 | 118,672 | 148,640 | - | 1 | 2080 | E | N |
| Tavares | City Administrator | S | 90,000 | 117,000 | 144,000 | 132,600 | 1 | 2080 | E | N |
| Temple Terrace | City Manager | S | 95,000 | 122,500 | 150,000 | - | 1 | 2080 | E | N |
| Titusville | City Manager | S | - | - | - | 120,016 | 1 | 2080 | E | N |
| Town of Belleair | Town Manager | S | - | - | - | 99,336 | 1 | 2080 | E | N |
| Town of Grant-Valkaria | Town Administrator | H | - | - | - | 65,000 | 1 | 2080 | E | N |
| Treasure Island | City Manager | S | - | - | - | 100,000 | 1 | 2080 | E | N |
| Trenton | City Manager | H | - | 50,000 | - | - | 1 | 2080 | E | N |
| Umatilla | City Manager | H | - | - | 90,000 | - | 1 | 2080 | E | N |
| Venice | City Manager (Interim) | S | - | - | - | 140,000 | 1 | 2080 | E | N |
| Vero Beach | City Manager | S | 96,444 | 113,330 | 130,217 | - | 1 | 1950 | E | N |
| Volusia County BOCC | County Manager | S | - | - | - | 154,378 | 1 | 2080 | E | N |
| West Melbourne | City Manager | H | 80,589 | - | 120,884 | - | 1 | 2080 | E | N |
| West Palm Beach | City Administrator | S | - | - | - | 210,140 | 1 | 2080 | E | N |
| Wildwood | City Manager | S | 78,857 | 100,547 | 122,236 | - | 1 | 2080 | E | N |
| Wilton Manors | City Manager | H | - | - | - | 140,732 | 1 | 2080 | E | N |
| Winter Garden | City Manager | H | - | - | - | 137,030 | 1 | 2080 | E | N |
| Winter Haven | City Manager | H | - | - | - | 167,710 | 1 | 2080 | E | N |
| Winter Park | City Manager | S | - | - | - | 175,975 | 1 | 2080 | E | N |
| Zephyrhills | City Manager | S | 70,200 | 87,745 | 105,290 | 94,420 | 1 | 2080 | E | N |
| Zolfo Springs | Town Manager/Finance Director | H | 46,654 | - | - | - | 1 | 2080 | E | N |

City/County Treasurer

| Agency | Job Title | Match | Min | Mid | Max | Avg | No. of Positions | Annual Hours | FLSA | BB |
|----------------|------------------------|-------|--------|--------|---------|--------|------------------|--------------|------|----|
| Bartow | Director Of Finance | H | 57,373 | 67,343 | 85,155 | 83,588 | 0 | 2080 | E | N |
| Belle Glade | Director Of Finance | S | 59,989 | 74,986 | 89,983 | 74,986 | 0 | 2080 | N | N |
| Boca Raton | Treasurer | S | 55,582 | 74,291 | 93,000 | - | - | 2080 | E | N |
| Bradenton | City Clerk & Treasurer | H | 71,900 | - | 110,000 | - | - | 2080 | E | N |
| Cape Canaveral | City Treasurer | H | 62,067 | - | 91,562 | 90,750 | 1 | 2080 | E | N |

Glossary of Terms

Benchmark

The benchmark title represents a generalized job description and minimum qualifications. Participants match their job positions to the closest relevant universal benchmark. (See H/S/L below)

Title

This field refers to the title of the position being reported by the participant.

High/Same/Low (H/S/L)

This level describes how closely an particular participants job matches the universal benchmark

Reports To

This field indicates who the position reports to directly.

Pos.

This field indicates the number of incumbents employed by the reporting agency.

Min

This field indicates the minimum salary range reported by the participating agency.

Mid

This field indicates the midpoint salary range reported by the participating agency. Some agencies will report a "control point" instead of a mathematical midpoint.

Max

This field indicates the maximum salary range reported by the participating agency.

Avg

This field indicates the "actual average" salary range reported by the participating agency.

Hrs

This field indicates the number of hours the reported position works annually.

FLSA

This field whether the position is FLSA exempt or no-exempt.

BB

This field indicates that the reported position uses "roadbanding", a practice or collapsing multiple pay grades.

Village Manager Contract - Points for Discussion

| | | CURRENT | PROPOSED | Comments |
|---|--|--|--|---|
| 1 | Termination | | | |
| | a) Severance | 3 months | 6 months | |
| | b) Health Benefits | None | 6 months | |
| 2 | Unused Annual Sick | Only 50% of unused balance is paid upon severance. | 100% of unused balance is paid upon severance; or, paid annually at end of fiscal year or calendar year. | All managers surveyed have unused hours roll over, including former Biscayne Park Village Manager. |
| 3 | Maximum vacation days that may be carried into the next fiscal year. | 50% | Extend to end of calendar year, December 31st. | Especially this first year due to the challenges of the first year with new staff and the responsibilities of open projects. |
| 4 | Auto Allowance | \$400/mo | Increase of \$100/mo; or in lieu of increase, once a week fueling at Public Works. | Using a vehicle as a Village vehicle. (Mileage, fuel, wear and tear, insurance.) |
| 5 | Term of Contract | Open ended | 3-year contract | Extended contract will promote stability for the Village, staff and residents. Additionally, the stability in regards to interaction with county, state and federal agencies. |
| 6 | Annual Base Salary | \$83,000 | \$90,000 | This proposed base salary falls way below the median of City Managers with similar size municipalities. Would be the second lowest paid Manager in Miami Dade County. El Portal has the lowest, but has a full time administrative assistant. Biscayne Park does not have an administrative position assigned to the Manager. |

EMPLOYMENT AGREEMENT

This is an agreement entered into this 30th day of September, 2009 between the Village of Biscayne Park and Ana Garcia to provide for the employment of Ana Garcia as Village Manager of the Village of Biscayne Park, Florida, and to set forth the terms and conditions of her employment and the mutual obligations, rights and duties of each party.

Now, therefore, in consideration of the mutual promises as set forth in this Agreement, the Village of Biscayne Park, Florida (the Village) and Ana Garcia (Village Manager) agree as follows:

Section 1. Duties

A. The Village Commission employs Ana Garcia as Village Manager of the Village of Biscayne Park, Florida to perform the functions and duties as specified in the Village Charter, and to perform such other legally permissible and proper duties as required by the Village Commission from time to time.

B. The Village Manager shall perform the duties of Village Manager of the Village in accordance with the terms, conditions and provisions contained in this Agreement and the Charter in a professional and respectable fashion required of Village Managers generally and as required by the standards of the Code of Ethics of the International City/County Management Association. The Village Manager recognizes that the position of Village Manager is not and cannot be an hourly type employment and agrees to devote that amount of time and energy, which is reasonably necessary for the Village Manager to fully perform the duties required under this Agreement. Thus, the Village Manager shall work as required in order to carry out her responsibilities.

Section 2. Term of Agreement

A. The term of this Agreement shall commence on October 5, 2009. The Village Manager shall serve at the pleasure of the Village Commission. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Village Commission to terminate the services of the Village Manager at any time, subject only to the provisions set forth in Section 5 of this Agreement.

B. The first six (6) months of the Village Manager's employment shall be a probationary term. During the probationary term, the Manager may be terminated immediately, with or without cause, and with no severance benefits.

C. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Village Manager to resign at any time from the position of Village Manager, subject only to the provisions set forth in Section 6 of this Agreement.

D. This Agreement shall continue until either the Village Commission terminates the Agreement as specified in Section 5 or the Village Manager terminates the Agreement as specified in Section 6.

E. The Village Manager agrees to remain in the exclusive employment of the Village. However, the Village Manager may be permitted to do pro bono work with the approval of the Village Commission.

Section 3. Effective Date

This Agreement shall be effective on October 5, 2009.

Section 4. Salary

A. The Village agrees to pay the Village Manager for her services under this Agreement an annual base salary \$83,000.00 payable in installments at the same time as other Village employees are paid. This salary is subject to all legally required deductions.

B. Prior to the end of the six (6) month probationary term, the Village Commission shall review the Village Manager's performance. If the Village Manager does not pass the probationary period, the Village Manager may be terminated immediately with or without cause and with no severance benefits.

C. The Village Commission agrees to annually review the performance of the Village Manager prior to the anniversary date of this Contract. The evaluation shall be in such written form as the Commission deems appropriate. Any salary increase will be based on performance. The Manager will place on the agenda prior to October 1st of each year an item addressing her evaluation.

D. Nothing in Paragraph 4C shall require the Village to increase the base salary or other benefits of the Village Manager.

Section 5. Termination by the Village and Severance Pay

A. In the event the Village Commission wishes to terminate the Village Manager, it shall do so in accordance with Section 3.03 of the Charter.

B. Should the Village Commission terminate the services of the Village Manager "without cause," then the Village shall pay the Village Manager any accrued vacation and sick time consistent with Section 11 of this Agreement. If termination is "without cause" and subsequent to Manager's probationary period, the Village shall provide ninety (90) days notice of when termination is to take place or, if termination is to take place immediately, pay the Village Manager a lump sum severance pay equal to three (3) month's salary and retirement contribution. Severance pay shall not be construed as compensation for services performed and severance payment will not

include automobile, cell phone allowance or other similar benefits. Said payment, severance benefits and retirement contribution made under this paragraph shall constitute full and complete payment and satisfaction of any claim the Village Manager may have against the Village arising under, or related to this Agreement or otherwise.

C. In the event the Village Manager is terminated for just cause, such termination will take effect immediately and the Village shall have no obligation to pay the amounts outlined in Section 5, Paragraph B of this Agreement except for any accrued and unpaid salary and benefits earned including accrued vacation and sick time consistent with Village Policy. For the purposes of this Agreement, just cause is defined and limited to mean (1) breach of any material term or condition of this Agreement; (2) misconduct in office such as an act of fraud or dishonesty; (3) gross insubordination; (4) willful neglect of duty; (5) a knowing or intentional violation of the International City/County Management Association, Florida or Miami-Dade County conflict of interest and code of ethics laws; (6) moral turpitude; or, (7) conviction of any criminal act (except for minor traffic infractions).

Section 6. Termination by the Village Manager

During the six (6) month probationary period, the Village Manager may terminate this Agreement by providing no less than thirty (30) days written notice. Subsequent to the probation, the Village Manager may terminate this Agreement at any time by delivering to the Mayor and members of the Village Commission a written notice of termination not later than ninety (90) days prior to the effective date of the termination, unless the parties otherwise agree in writing. If the Village Manager terminates this Agreement, then the provisions of Section 5, Paragraph B above, shall not apply. If the Village Manager voluntarily resigns pursuant to this Section, the Village shall pay to the Village Manager all accrued compensation due to Village Manager up to her final day of employment, including any accrued personal time off. The Village shall have no further financial obligation to the Village Manager pursuant to this Agreement. This subsection shall not prevent the Village Manager from collecting any money earned as a result of participation in the Village's deferred retirement program, if any.

Section 7. Automobile Allowance and Communications Equipment

A. The Village Manager is required to be on call for twenty four hour service and therefore, the Village shall provide a \$400.00 per month vehicle allowance for use of her private automobile. The Village agrees to reimburse Village Manager for mileage for travel that the Commission determines is extensive and out of the ordinary, such as seminars outside the South Florida area.

B. At the Village Manager's option, the Village will provide a cell phone with unlimited minutes and internet access or Village Manager may use her own cell phone and be reimbursed the reasonable actual cost of the cell phone/internet access, as approved by the Commission.

Section 8. Dues and Subscriptions

The Village Manager agrees to become a member of the International City/County Management Association and the Florida City/County Management Association within three (3) months from beginning her employment. The Village agrees to pay Village Manager's professional dues for membership in the International City/County Management Association and the Florida City/County Management Association. The Village shall pay other dues and subscriptions on behalf of Village Manager, including necessary continuing education unit credits, as are approved in the Village's annual budget (on a line item basis) or as authorized separately by the Village Commission.

Section 9. Professional Development

The Village agrees to pay for the Village Manager's travel and attendance at conferences requested by the Manager and approved by the Commission consistent with the Village budget or as authorized separately by the Village Commission.

Section 10. Community Involvement

The Village recognizes the desirability of representation in and before local civic and other organizations, and encourages the Village Manager to participate in these organizations to foster a continuing awareness of the Village's activities as well as the community's attitudes and ideas.

Section 11. Time Off

The Village Manager will be credited with eighteen (18) days of annual vacation leave days at the beginning of this Agreement and annually thereafter. The maximum vacation days that may be carried into the next fiscal year shall be fifty percent (50%) of the annual accrual.

The Village Manager will be credited with twelve (12) days of sick leave at the beginning of this Agreement and annually thereafter.

The Village Manager will be entitled to the same paid holidays as all other full-time employees of the Village.

The Village Manager will be paid one hundred percent (100%) for all unused vacation leave and fifty percent (50%) of all unused sick leave upon separation of employment from the Village.

During the six (6) month probationary period, the Village Manager may not use more than three (3) days of vacation.

Accrual of the first year's vacation and sick leave will vest at time of hire.

Section 12. Health and Dental Insurance

The Village Manager shall be provided the same health and dental insurance coverage as provided to all other full-time employees of the Village and the Village shall pay one hundred percent (100%) of the single person premium for that insurance.

Section 13. Retirement

The Village Manager shall be able to participate in the same retirement program as all other management employees of the Village. The retirement program is the State of Florida Retirement System and the Village Manager will be under the Compulsory Senior Management Level.

Section 14. Life Insurance

The Village shall provide a term life insurance policy to the Manager in the amount at least equal to her current salary.

Section 15. Other Customary Benefits

The Village shall afford the Village Manager the right to participate in any other benefits or working conditions as provided for the administrative and management employees of the Village.

Section 16. Indemnification

To the extent permitted by law and as limited by Section 768.28, Florida Statutes, the Village shall defend, save harmless and indemnify the Village Manager against any tort, professional liability claim or demand or other legal action out of an alleged act or omission occurring in connection with the performance of the Village Manager duties so long as the Village Manager is acting within the scope of her employment. The Village, or its insurance carrier, will pay or settle any such claim or suit or judgment rendered thereon.

Section 17. Bonding

The Village agrees to bear the full cost of any fidelity or other bonds as may be required pursuant to the Village Charter.

Section 18. Code of Ethics

Inasmuch as the Village Manager will be an active, full member of the International City/County Management Association (ICMA), the "Code of Ethics" promulgated by ICMA is incorporated herein and by this reference made a part hereof.

Said "Code of Ethics" shall furnish principles to govern the Village Manager's conduct and actions as Village Manager of the Village.

Section 19. Other Terms and Conditions

A. If any provision, or any portion thereof, contained in this Agreement is held to be unconstitutional, illegal, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall not be affected and shall remain in full force and effect.

B. The waiver by either party of a breach of any provision of this Agreement by the other shall not operate or be construed as a waiver of any subsequent breach by that party.

C. This Agreement shall be binding upon and inure to the benefit of the heirs at law or personal representative of the Village Manager.

D. This Agreement contains the entire Agreement of the parties. It may not be changed, except by an Agreement in writing signed by the parties.

E. Florida law shall govern this Agreement and any litigation which may arise from this Agreement shall be filed and litigated in Miami-Dade County, Florida.

F. Upon Village Manager's death, the Village's obligations under this Agreement shall terminate except for:

1. Transfer of ownership of retirement funds, if any, to her designated beneficiaries;
2. Payment of accrued leave balances in accordance with this Agreement to her designated beneficiaries;
3. Payment of all outstanding hospitalization, medical and dental bills in accordance with Village's insurance policies or plans; and
4. Payment of all life insurance benefits in accordance with the Village's insurance policies or plans.

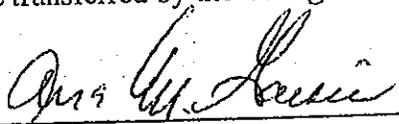
G. The parties acknowledge that each has shared equally in the drafting and preparation of this Agreement and accordingly, no court or administrative hearing officer construing this Agreement shall construe it more strictly against one party than the other and every covenant, term and provision of this Agreement shall be construed simply according to its fair meaning.

H. It is understood and agreed that this document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and/or understandings applicable to the matters contained herein and that the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no

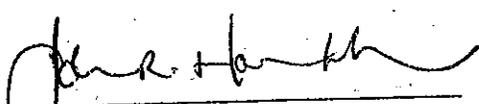
deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

I. No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and with equal dignity herewith.

J. The rights and obligations herein granted are personal in nature and cannot be transferred by the Village Manager.

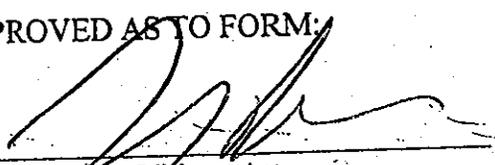


Ana Garcia, Village Manager



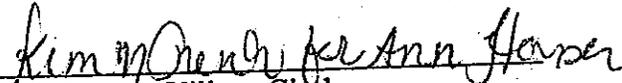
John Hornbuckle, Mayor

APPROVED AS TO FORM:



John J. Hearn, Village Attorney

ATTEST:



Ann Harper, Village Clerk

VILLAGE MANAGER AGREEMENT

This AGREEMENT is made and entered into this 8th day of May 2007, between the Village of Biscayne Park, a municipal corporation, with offices located at 640 N.E. 114th Street, Biscayne Park, Florida 33161 (the "Village"), and Frank R. Spence, whose address is 4530 Portofino Way, Apt 203, West Palm Beach, Florida 33409 (the "Village Manager").

WHEREAS, on June 6, 2006, the Village repealed its existing Charter and approved and adopted a new Charter which became effective September 4, 2006, and changed the form of government to that of a Village Manager/Commission form of government; and,

WHEREAS, as a result, the Village has a need for the expertise, skills and services of a professional Village Manager; and,

WHEREAS, the current Interim Village Manager Frank R. Spence is willing and qualified to perform the duties and responsibilities of the position of Village Manager for the Village of Biscayne Park;

NOW THEREFORE, the parties agree to be bound to the terms and conditions as set forth herein.

Section 1. Appointment and Duties of Village Manager

The Village hereby appoints and hires Frank R. Spence as Village Manager of the Village to serve as Village Manager and to perform such functions and duties as specified in Section 3.01 of the Village Charter and to perform such other legally permissible and proper duties and functions as the Village Commission shall from time to time assign.

Section 2. Terms of Employment

- A. The Terms of the Agreement shall commence on May 1, 2007, and remain in effect for such time as mutually agreed upon by the parties.
- B. The Village Manager shall serve at the pleasure of the Village Commission. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Village Commission to terminate this Agreement at anytime, subject only to the provisions set forth in Sections 3 and Section 4 of this Agreement.
- C. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Village Manager to resign at any time from his position with the Village, subject only to the provisions set forth in Section 4 of this Agreement.
- D. There shall be no probationary period to be served by the Village Manager prior to entitlement of benefits which shall accrue as set forth herein immediately upon execution of this Agreement by both parties.
- E. The Village Manager agrees to work full-time on behalf of the Village in accordance with the provisions as set forth in this Agreement.

Section 3. Termination by the Village Commission

The Village Commission may terminate the Village Manager at its pleasure, subject to giving him ninety (90) days notice, or payment in lieu of notice. Upon termination the Village Manager will be entitled to thirty (30) days severance pay. Upon termination the Village Manager shall be entitled to be paid for all unused accrued annual, sick and personal leave days.

Section 4. Termination by the Village Manager

4.1 In the event the Village Manager voluntarily resigns this position with the Village, the Village Manager shall give the Village Commission ninety (90) days written notice, unless the parties agree otherwise. Upon termination, the Village Manager shall be entitled to be paid for all unused accrued annual, sick and personal leave days. Also, upon termination the Village Manager shall be entitled to thirty (30) days severance pay.

4.2 In the event the Village Manager is terminated for cause, the Village shall have no obligation to pay the Village Manager any severance pay or give ninety (90) days notice. For the purpose of this Section, "for cause" shall be defined as: malfeasance or misfeasance or conviction of a felony or of a crime involving moral turpitude. The Manager will still be entitled to be paid for all unused accrued leave days.

Section 5 Compensation

A. The Village agrees to pay the Town Manager for services rendered pursuant hereto a weekly base salary of One Thousand Six Hundred Dollars and No Cents, (\$1,600.00), to be paid at the same time as other employees of the Village are paid. This salary represents compensation for a minimum of forty (40) hours of work per week which may from time to time be spread over a four (4) or five (5) day work week. It is understood and agreed by the parties that on days when meetings are held in the evenings and/or when the Village Manager is required to attend meetings outside of the Village on behalf of the Village, the usual work period hours (start time/end time/ may vary.

- B. The Village agrees to pay the Village Manager a car allowance of \$400.00 a month for the use of his personal vehicle for Village business, payable on the first pay period of each month.
- C. The Village will provide the Village Manager with a cell phone or other communication device to insure accessibility to the Village. At its discretion, the Village may choose to pay the Village Manager an allowance of \$50 per month for the use of the Manager's personal cell phone for Village business.

Section 6. ~~Vacation Leave, Sick Leave and Holidays~~

- A. The Village Manager will be credited with eighteen (18) days of annual vacation leave days at the beginning of this Agreement and annually thereafter.
- B. The Village Manager will be credited with twelve (12) days of sick leave days at the beginning of this Agreement and annually thereafter.
- C. The Village Manager will be entitled to the same paid holidays as all other full-time employees of the Village.
- D. The Village Manager will be paid for all unused accumulated leave of all types upon separation of employment from the Village.
- E. There shall be no probationary period prior to entitlement of benefits.
- F. There shall be no reduction of the salary or benefits provided to the Village Manager below the levels that he is initially entitled to receive initially under the terms of this Agreement.

Section 7. Health Insurance, Dental and Life Insurance; Benefits

A. The Village agrees to provide health and major medical insurance, dental insurance and life insurance coverage for the Village Manager and pay 100% of the single person premium. At the discretion of the Village Manager, the Village agrees to pay the current premium of his current health insurance premium under the federal COBRA program from his former employer's insurer in place of the Village's until such time as eligibility expires, which will be August 1, 2007.

B. The Village Manager shall receive any and all other benefits as other full-time employees on the same basis as all other full-time employees, such as dental, vision, life insurance, and any other benefit enjoyed by Village employees.

Section 8. Dues, Subscriptions, and Travel

A. The Village agrees to pay for the reasonable and customary professional dues and subscriptions for the Village Manager necessary for the performance of his duties as mutually agreed upon by the parties.

B. The Village agrees to pay for the travel and living expenses related to professional and official travel, meetings, and participation in national, state and local associations and organizations, necessary and desirable for the good of the Village and for professional participation and continued growth and advancement, including the maintenance of the Village Manager's ICMA Credentialed status, as approve by the Village Commission.

- C. All payments for travel and subsistence will be in accordance with Florida Statutes, unless amended by official Village policy.

Section 9. General Provisions

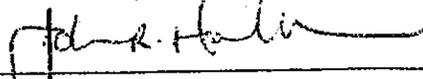
- A. The text herein shall constitute the entire Agreement between the parties.
- B. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of the Village Manager.
- C. This Agreement shall become effective as stated herein.
- D. This Agreement may not be modified or changed in any way whatsoever except by written agreement of the parties.
- E. If any provision, or any portion thereof, contained in the Agreement is held unconstitutional, invalid or unenforceable, the remainder of the Agreement or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.
- F. Should either party deem it necessary to institute legal action to enforce the terms and conditions of the Employment Agreement, the prevailing party shall be entitled to attorney's fees, including fees on appeal.

IN WITNESS WHEREOF, the Village of Biscayne Park has caused this Agreement to be signed and executed on its behalf by its Mayor and duly attested by the Village Clerk, and the Village Manager has signed and executed this Agreement, both in duplicate, the day and year first above written.

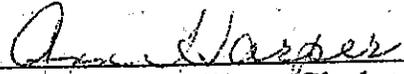
SIGNATURE PAGE TO FOLLOW

VILLAGE OF BISCAYNE PARK,
FLORIDA

A municipal corporation, organized and
existing under the laws of the State of
Florida

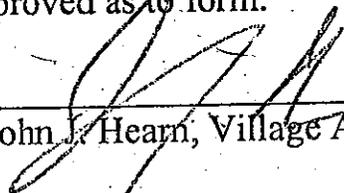
BY: 
John R. Hornbuckle, Mayor

ATTEST:


Ann Harper, Village Clerk

(SEAL)

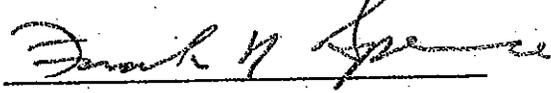
Approved as to form:

By: 
John J. Hearn, Village Attorney

State of Florida
County of Miami-Dade

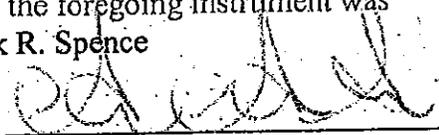
The foregoing instrument was acknowledged before me, the
undersigned Notary Public in and for the State of Florida, on this, the 20
Day of May 2007, by John H. Hornbuckle, Mayor, and Ann Harper,
Village Clerk. 


Notary Public, State of Florida
Arlenis Alicea Silvera
Commission # DD447607
Expires: MAR. 04, 2008
FRANK R. SPENCE Bonding Co., Inc.



State of Florida
County of Miami-Dade

On this, the 20 day of May, 2007, before me, the undersigned
Notary Public of the State of Florida, the foregoing instrument was
acknowledged and executed by Frank R. Spence


Notary Public, State of Florida
Arlenis Alicea Silvera
Commission # DD447607
Expires: MAR. 04, 2008
Bonded Thru Atlantic Bonding Co., Inc.

EMPLOYMENT AGREEMENT TOWN MANAGER

THIS AGREEMENT (the "Agreement") is made and entered into between the Town of Golden Beach (the "Town") and Alexander Diaz (the "Employee"):

BACKGROUND

The Town wants to employ the services of Alexander Diaz as Town Manager and the Employee wishes to accept employment as the Town Manager under the terms and conditions set forth herein. The Town and Employee desire to provide for certain procedures and requirements regarding the employment of Employee by the Town.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Town and Employee agree to the following:

SECTION 1. DUTIES

The Town agrees to employ Alexander Diaz as Town Manager of the Town of Golden Beach to perform the duties and exercise the powers as prescribed by state law, the Town Charter and the Town Code, and to perform such other legally permissible and proper duties and functions as assigned by the Town Council from time to time.

SECTION 2. TERM AND COMMENCEMENT DATE

2.1 This Agreement shall commence and be effective as of April 1, 2007 and shall be ~~for an indefinite term, subject to the Agreement terms.~~

2.2 Nothing in this Agreement shall prevent, limit or otherwise interfere with the absolute and unlimited right of the Town Council to terminate the services of Employee at any time, with or without cause, subject only to the provisions set forth in Section 3 of this Agreement, and the obligation of the Town to provide the Employee with at least 30 days prior notice of termination.

SECTION 3. TERMINATION BY TOWN AND SEVERANCE PAY

3.1 Effective upon Employee's completion of one-year of employment with the Town, the Town agrees to pay Employee a lump sum cash payment equal to one months

aggregate salary together with the pro-rata share of contributions under Section 9 of this Agreement ("Severance Pay") if the Employee is terminated by the Town Council during such time the Employee is willing and able to perform his duties under this Agreement. In such event, the Employee shall also receive payment for any and all accrued vacation, accrued sick leave, and floating holiday time in accordance with the Town's policies governing other general employees for the same time period provided for Severance Pay. Provided that Section 3.2 is not applicable, the Town shall also continue to provide medical coverage for the Employee for the same time period as required for Severance Pay, in the same manner and in the same amount as the Employee received at the time of termination, pursuant to subsections 10.1 and 10.3 below. Severance Pay shall be paid within 15 working days of termination. After the payments described above are made, the Town shall have no further financial obligation to Employee.

3.2 In the event Employee is terminated because of conduct unbecoming a public official, including but not limited to criminal conduct, the Town shall have no obligation to pay the Severance Pay designated in subsection 3.1 above. If Employee's employment is terminated pursuant to this subsection, then the Town shall pay to Employee only accrued vacation, accrued sick leave, and floating holiday time due to the Employee as of the date of termination. After the payment described in the immediately preceding sentence, the Town shall have no further financial obligation to Employee pursuant to this Agreement.

SECTION 4. TERMINATION BY EMPLOYEE

In the event that Employee voluntarily resigns his position, Employee shall give the Town at least sixty (60) days written notice prior to the effective date of such resignation. If the Employee voluntarily resigns, the Employee shall not be entitled to receive Severance Pay; however, the Employee shall be entitled to accrued vacation, accrued sick leave, and floating holiday time as of the date of resignation.

SECTION 5. COMPENSATION

5.1 The salary of Employee shall be Ninety-Six Thousand Dollars and No Cents (\$96,000.00) per year, which shall be payable in installments at the same time as other Town employees are paid. Notwithstanding the stated annual compensation, the Employee understands and agrees that during his first month of employment he will be compensated at a rate of one-half of his compensation based upon his part-time capacity as described in Section 7 of this Agreement.

5.2 The Employee shall be entitled to receive the same cost of living increases as are granted to other non-bargaining unit Town employees, as granted from and after April 1, 2007.

5.3 In addition to salary increases granted pursuant to subsection 5.2, the Town Council may evaluate the performance of the Employee to determine any adjustment in annual salary and/or benefits at least once annually, pursuant to the terms of Section 6 of this Agreement. Any additional adjustment in said annual salary and/or benefits shall be based upon the result of the performance evaluation, but in no event will Employee's salary be reduced

below the annual salary provided for in Section 5.1 above.

SECTION 6. PERFORMANCE EVALUATION

6.1 The Town Council may review and evaluate the performance of the Employee at least once annually in advance of the adoption of the annual operating budget. The initial review and evaluation shall be prior to the 2008/2009 annual budget cycle. Said review and evaluation shall be in accordance with specific criteria developed jointly by the Town and Employee. Said criteria may be added to or deleted from as the Town Council may from time to time determine, in consultation with the Employee. Notwithstanding the foregoing, the Town agrees that during the Employee's first year of employment, the Town Council will provide the Employee a performance evaluation after approximately six months from the Effective Date.

6.2 Prior to the beginning of each fiscal year, the Town Council and Employee may define such goals and performance objectives which they determine necessary for the proper operation of the Town and in attainment of the Town Council's policy objectives and shall further establish a relative priority among those various goals and objectives, said goals and objectives to be reduced to writing. They shall generally be attainable within the time limitations as specified and the annual operating and capital budgets and appropriations provided.

6.3 In effecting the provisions of this section, the Town Council and Employee mutually agree to abide by the provisions of applicable law.

SECTION 7. HOURS OF WORK

7.1 Employee shall be classified as a full-time employee, meaning the Employee shall work a five day work week, Monday through Friday, for a minimum of 40 hours per week. Employee shall be on-call to handle town emergencies. Employee agrees to remain in the exclusive employ of the Town of Golden Beach and shall not accept any other employment during the term of this Agreement. Subject to the terms of this provision and applicable laws governing full-time employee's, the Town and the Town Mayor shall respect the Employee as a professional and shall allow him to manage his time within the terms of this provision. Employee further agrees to devote that amount of time and energy which is reasonably necessary for Employee to faithfully perform his duties under this Agreement.

7.2 The parties agree and understand that during the first month of employment (through May 7, 2007), the Employee will be working in a part-time (one-half time) capacity due to prior commitments.

7.3 The term "Employ" as used in Section 7.1 above, shall not be construed to include teaching, business (as related to active license(s) that the Employee has discussed and disclosed in the course of his hiring), writing, pro-bono activities, or consulting performed on time off, and all such activities shall be limited and subject to approval by the Mayor.

SECTION 8. AUTOMOBILE

The Employee shall be provided with an annual vehicle allowance of Ten Thousand and Twenty Dollars (\$10,020.00) during the Agreement term. The Employee shall be responsible for all maintenance, insurance, and other costs associated with his vehicle.

SECTION 9. RETIREMENT/DEFERRED COMPENSATION

The Town shall deposit regular contributions in an amount equal to a total of ten (10) percent of the Employee' s base salary into the International City Manager Association Pension Fund (401k Deferred Compensation Plan) or other mutually agreeable pension plan on the Employee' s behalf.

SECTION 10. INSURANCE

10.1 The Town shall provide Employee with insurance benefits, including major medial, hospitalization, dental and optical insurance, in the same manner as provided to all other general Town employees. The Town shall be responsible for all costs associated with said coverage and shall pay 100% of all such Employee coverage from the provider offered by the Town.

10.2 Employee shall also receive (a) short-term and long-term disability insurance policies, with bridging, providing sixty-six percent (66%) of salary and (b) term life insurance in the amount of Ninety-Six Thousand Dollars (\$96,000.00).

10.3 The Town shall make the required insurance premium payments for Employee' s insurance benefits outlined above.

SECTION 11. INDEMNIFICATION

Subject to applicable laws, the Town shall indemnify and defend the Employee against any tort, professional liability claim, demand or any other legal action (groundless or otherwise) arising out of an alleged act or omission occurring within the scope of the Employee' s performance of his official duties as Town Manager, except for intentional acts or grossly negligent acts or omission, and except for acts outside the scope of his duties and responsibilities.

SECTION 12. VACATION, SICK LEAVE AND HOLIDAYS

12.1. Vacation. Employee shall be entitled to three weeks vacation per year, accrued in the same manner as other general employees. Employee shall schedule vacation(s) at a time(s) approved by the Mayor.

12.2 Sick Leave. Employee shall be entitled to two weeks sick leave per year, accrued in the same manner as other general employees.

12.3 Paid Leave/Year-One. During Employee' s first year of employment only, Employee shall be entitled to two weeks of paid leave in late July or early August, 2007 to be

used only for purposes of attending a federally sponsored international symposium entitled "World Leadership Conference."

SECTION 13. PROFESSIONAL DEVELOPMENT

13.1 Subject to Town policy and state law, the Town agrees to pay the reasonable professional dues and subscriptions of Employee necessary for his participation as a member in national, regional, state and local professional associations and organizations necessary and desirable for his professional participation, growth and advancement, and for the good of the Town. Employee shall not hold office in any local, state, regional or national professional association or organization without prior approval of the Town Council.

13.2 Subject to Town policy and state law, the Town agrees to pay for Employee's reasonable and customary travel and subsistence expenses for official travel, meetings, and seminars necessary to pursue professional, official or other Town functions, subject to the condition that all such travel and expenses must be pre-approved by the Mayor or the Town Council.

13.3 Subject to the Town Mayor's prior written approval, the Town agrees to pay for Employee's reasonable and customary travel and subsistence expenses for those courses, institutes, and seminars that are necessary for professional development and for the good of Employee in the performance of his Town duties.

13.4 The Town shall bear the full cost of any fidelity or other bond required of the Employee under any law or ordinance.

13.5 The Town recognizes that certain incidental out-of-pocket expenses of a non-personal and generally job affiliated nature (i.e. parking, tolls, etc.) may be incurred by the Employee and hereby agrees to reimburse or pay documented general expenses upon submittal of appropriate receipts approved by the Mayor.

SECTION 14. COMPUTER/EQUIPMENT

14.1 The Town shall pay for all equipment, systems software, and portable communications equipment necessary for the Employee, subject to prior written approval of the Town Mayor. This will include a computer (desktop) for the Employee's Town Hall office which shall remain the property of the Town. This shall also include a computer (laptop) system for the Employee's use while on Town Travel or from the Employee's residence for the purpose of performing Town business during non-office hours. Upon separation of service from the Town, the laptop equipment shall remain the property of the Town.

14.2 The Town shall provide the Employee portable communications equipment in the form of a Blackberry/cellular device and a mobile wireless air-card, subject to prior approval of the

Town Mayor. The Employee will be allowed to secure service for this device under the Town communications plan or other plan approved by the Mayor, including employees' existing service plan. The device shall remain the Town's property upon the separation of service from the Town. The Employee, shall at his cost, be entitled to retain the phone numbers. The device and service shall be for Town business only, unless the service plan selected is for unlimited time.

SECTION 15. NOTICE

Notices pursuant to this Agreement shall be given by certified mail through United States Postal Service delivery, addressed as follows:

| | |
|------|---|
| Town | Town Mayor Town of Golden Beach 1 Golden Beach Drive Golden Beach, Florida 33160 |
|------|---|

| | |
|----------|--|
| Employee | Alexander Diaz 700 N.E. 63 rd Street Unit D-406 Miami, Florida 33128 |
|----------|--|

| | |
|---------------|--|
| Town Attorney | Weiss, Serota, Helfman, Pastoriza & Guedes, P.A. 2525 Ponce De Leon Boulevard, Suite 700 Coral Gables, Florida 33134 |
|---------------|--|

SECTION 16. OTHER TERMS AND CONDITIONS

16.1 If any provision, or any portion thereof, contained in this Agreement is held to be unconstitutional, illegal, invalid, or unenforceable, the remainder of this Agreement, or portion thereof, shall not be affected and shall remain in full force and effect.

16.2 The waiver by either party of a breach of any provision of this Agreement by the other shall not operate or be construed as a waiver of any subsequent breach by that party.

16.3 The rights and obligations herein granted are personal in nature and cannot be transferred by the Employee.

16.4 This Agreement contains the entire agreement of the parties. It may not be changed orally, but only by an amendment in writing signed by the parties hereto.

16.5 This Agreement shall be governed by Florida law.

16.6 The parties waive the privilege of venue and agree that any litigation involving this Agreement shall take place in the Eleventh Judicial circuit in and for Miami-Dade County, Florida, or in Federal Court, the Court for the Southern District of Florida.

16.7 This Agreement shall be effective from and after April 1, 2007.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed and executed, in duplicate, on the day and year first written above.

Attest:

Elizabeth Sewell
Town Clerk

Town of Golden Beach:

By: [Signature]
Mayor

Approved as to Form:

[Signature]
Town Attorney

Employee:

[Signature]
Alexander Diaz

5/16/2007 10:49 AM

**AMENDMENT TO EMPLOYMENT AGREEMENT
TOWN MANAGER**

This is an Amendment to the Town Manager Employment Agreement ("Amendment") made as of this 5th day of February, 2008 between the Town of Golden Beach and Alexander Diaz ("Employee").

RECITALS

WHEREAS, the Town and the Employee have entered into an Employment Agreement dated May 15, 2007 (the "Original Agreement") and;

WHEREAS, the Parties wish to amend the terms of the Original Agreement.

TERMS

1. **Recitals.** The above referenced Recitals are true, correct and incorporated herein.
2. **Amendments.** The Original Agreement is amended as follows:

2.1 **Salary.** The salary set forth in Section 5.1 of the Original Agreement shall be adjusted to an annualized salary of One Hundred Thirty Thousand Dollars and No Cents (\$130,000) effective October 1, 2007 through January 31, 2009. Thereafter, (subject to the approval of the Mayor and Council under Section 6 of the Original Agreement), Employee's salary will be increased as follows:

February 1, 2009 - 5%; and,

February 1, 2010 - 10%.

2.2 **Annual Bonus.** In addition to the adjustment to the annual salary set forth in Section 2.1 above, the Employee (subject to the approval of the Mayor and Council under Section 6 of the Original Agreement) shall be entitled to annual bonus payments due and payable as follows:

2.2.1 \$10,000 upon execution of this Amendment;

2.2.2 \$10,000 February 1, 2009; and,

2.2.3 \$15,000 February 1, 2010

It is understood and agreed that the bonus payments made in 2009 and 2010 will be immediately repaid to the Town by Employee only if the Employee voluntarily leaves his employment or is terminated for cause at anytime prior to February 1, 2011.

2.3 **CIP Bonus.** On February 1, 2011, Employee will be entitled to a bonus payment of \$25,000 for his performance in overseeing the successful completion of the Town's Capital Improvement Project ("CIP"). The granting of this bonus will be at the reasonable discretion of the Town Council and based upon the degree to which the Employee's personal efforts contributed to the timely and cost efficient completion of the CIP.

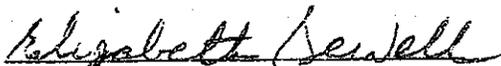
2.4 **Paid Administrative Leave.** The parties agreed that in addition to vacation and sick leave, the Employee may be entitled to additional paid administrative leave at the sole discretion of the Mayor where such leave would have no adverse impact upon the operation of Town government.

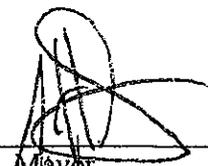
2.5 **Term.** The parties agreed that unless otherwise mutually agreed upon in writing, Employee's term of employment shall expire three years from the date of this Amendment; however, said understanding does not in anyway limit the Town's right to terminate the Employee in accordance with the terms of the Original Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be signed and executed, in duplicate, on the day and year first written above.

Attest:

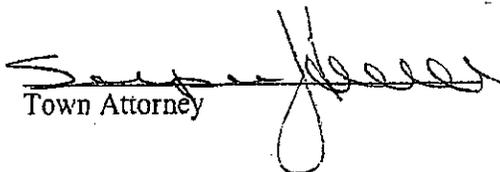
Town of Golden Beach:


Town Clerk

By: 
Mayor

Approved as to Form:

Employee:


Town Attorney


Alexander Diaz

Ana M. Garcia

From: Carol Russell [crussell@flcities.com]
Sent: Thursday, August 19, 2010 1:09 PM
To: 'villagemanager@biscayneparkfl.gov'
Subject: RE: FCCMA Newsletter - August 2010 - FINAL

I have seen severance agreements differ from manager to manager. I have seen as low as three months and up to one year but I would say the average is six months.

The Florida League of Cities participates in a salary survey program. If you go to this link, <http://www.floridaleagueofcities.com/Resources.aspx?CNID=520>, there is information on the salary survey and how to participate. Carol Westmoreland, in the League office, is the contact person. You can call her at (850) 222-9684 or email her at cwestmoreland@flcities.com for more information.

I hope that helps.

Carol

From: Ana M. Garcia [mailto:villagemanager@biscayneparkfl.gov]
Sent: Thursday, August 19, 2010 12:20 PM
To: Carol Russell
Subject: RE: FCCMA Newsletter - August 2010 - FINAL

Carol,

Thanks so much for sending me this great publication, as a first time City Manager this is priceless. I have been on my post since October and have past my probation, and now will be negotiating my contract. I need some information on a couple of things: What would be a minimum for severance pay (how many months), is there a salary survey for Managers in Miami Dade County? I would so appreciate any assistance that you and or the organization can provide. Thanks so much,

Ana M. Garcia
Village Manager
Biscayne Park

From: Carol Russell [mailto:crussell@flcities.com]
Sent: Thursday, August 19, 2010 9:02 AM
To: Lynn Lovallo
Cc: Lynn Tipton; Casey Cook
Subject: FCCMA Newsletter - August 2010 - FINAL

The official newsletter of the Florida City and County Managers

Ana M. Garcia

From: Yvonne Soler-McKinley [Yvonne.Soler-McKinley@cityofdoral.com]
Sent: Thursday, August 19, 2010 2:41 PM
To: villagemanager@biscayneparkfl.gov
Subject: RE: manager contrcat questions/advise

Ana,

It has been a little crazy here also. As you know we are in our budget process also and it is crazy. Things in Doral are a little different because the Mayor is the one who brings my name to the table. I have a year contract that is evaluated every year prior to October 1st. I get 6 months severance and three months health and I do not accrue sick but PTO and that is also paid out in full. I get 26 days per year of PTO. Regarding pay raises it is up to Council and not delineated in my contract. Last year the Mayor and I had an agreement but because of the economy I did not hold him to the verbal agreement because no one was getting any increase. This year he made a statement at the workshop that he would be requesting Council for an increase.

If you need any additional information call me.

Cariños

Yvonne Soler McKinley

City Manager

City of Doral
 8300 NW 53rd Street, Suite 100
 Doral, Florida 33166
 Tel: (305) 593-6690
 Fax: (305) 406-6722
 ysmckinley@cityofdoral.com
 www.cityofdoral.com

"For all the right reasons!"SM

From: Ana M. Garcia [mailto:villagemanager@biscayneparkfl.gov]
Sent: Thursday, August 19, 2010 2:29 PM
To: rwilliams@palmettobay-fl.gov; 'Benford, Russell'; 'Jason Walker'; 'Tom Benton'; 'Chip Iglesias'; 'Alexander Diaz'; mdavis@lakeparkflorida.gov; Yvonne Soler-McKinley; ygaliano@pinecrest-fl.gov; jorgegonzalez@miamibeachfl.gov; city_manager@opalockafl.gov; pgsalerno@aol.com; sorokae@cityofaventura.com; 'FRANK R SPENCE'
Subject: manager contrcat questions/advise

Dear respected managers,

I am coming upon my year anniversary as a new City Manager, and I must say regardless of the many challenges I faced as a department Director for the past 13 years with two different Cities, this has been the biggest challenge yet! Personnel, project management, challenging budget and demanding residents, piece of cake! The art of keeping 5 bosses happy is definitely the ultimate challenge. My hat is off to all of you.

I am looking at severance (how many months) what is the minimum, what is your recommendation? Average contract (years), should the percentage of the raise be included or this something to be discussed yearly? Do your unused days (sick, vacation) roll over to be paid upon separation?

I would be extremely grateful to all of you that can contribute any insight, direction and or advice. I wish you all the very best always.

Sincerely,

village clerk

From: Ana M. Garcia [villagemanager@biscayneparkfl.gov]

Sent: Monday, August 23, 2010 10:45 AM

To: villageclerk@biscayneparkfl.gov

Subject: FW: manager contrcat questions/advise

Maria, when I print I don't get the bottom part or the Manager's response, can you see if you have better luck, what I need is the answers in red, thanks.

From: Maria Davis [mailto:mdavis@lakeparkflorida.gov]

Sent: Friday, August 20, 2010 8:57 AM

To: 'villagemanager@biscayneparkfl.gov'

Subject: RE: manager contrcat questions/advise

On second thought, I can just as easily answer your questions below

Sincerely,

Maria V. Davis

Town Manager

Town of Lake Park

535 Park Avenue

Lake Park, FL

561-881-3304

mdavis@lakeparkflorida.gov

From: Ana M. Garcia [mailto:villagemanager@biscayneparkfl.gov]

Sent: Thursday, August 19, 2010 5:21 PM

To: Maria Davis

Subject: RE: manager contrcat questions/advise

Yes Maria, thanks somuch!!

From: Maria Davis [mailto:mdavis@lakeparkflorida.gov]

Sent: Thursday, August 19, 2010 3:22 PM

To: 'villagemanager@biscayneparkfl.gov'

Subject: RE: manager contrcat questions/advise

Anna: Are you a member of FCCMA or ICMA? Both organizations have sample contracts that you can use.

Sincerely,

Maria V. Davis

Town Manager

Town of Lake Park

535 Park Avenue

Lake Park, FL

561-881-3304
mdavis@lakeparkflorida.gov

From: Ana M. Garcia [mailto:villagemanager@biscayneparkfl.gov]

Sent: Thursday, August 19, 2010 2:29 PM

To: rwilliams@palmettobay-fl.gov; 'Benford, Russell'; 'Jason Walker'; 'Tom Benton'; 'Chip Iglesias'; 'Alexander Diaz'; Maria Davis; ysmckinley@cityofdoral.com; ygaliano@pinecrest-fl.gov; jorgegonzalez@miamibeachfl.gov; city_manager@opalockafl.gov; pgsalerno@aol.com; sorokae@cityofaventura.com; 'FRANK R SPENCE'

Subject: manager contract questions/advise

Dear respected managers,

I am coming upon my year anniversary as a new City Manager, and I must say regardless of the many challenges I faced as a department Director for the past 13 years with two different Cities, this has been the biggest challenge yet! Personnel, project management, challenging budget and demanding residents, piece of cake! The art of keeping 5 bosses happy is definitely the ultimate challenge. My hat is off to all of you.

I am looking at severance (how many months) what is the minimum, what is your recommendation 3 months and then go up 6 and 9 months after 2 yrs and 3 yrs respectively? Average contract (years) 3-5 Get what you can. My charter only allows for year to year., should the percentage of the raise be included Absolutely or this something to be discussed yearly? Some go annually, some go with it in the contract. Mine is annually upon a favorable performance evaluation.

Do your unused days (sick, vacation) roll over to be paid upon separation? Absolutely

I would be extremely grateful to all of you that can contribute any insight, direction and or advice. I wish you all the very best always.

Sincerely,

Ana M. Garcia, CPRP
Village Manager
640 NE 114th Street soro
Biscayne Park, FL 33161
Ph. 305.899.8000 ext. 201
Fax. 305.891.7241
agarcia@biscayneparkfl.gov

No virus found in this incoming message.

Checked by AVG - www.avg.com

Version: 9.0.851 / Virus Database: 271.1.1/3081 - Release Date: 08/19/10 02:35:00

No virus found in this incoming message.

Checked by AVG - www.avg.com

Version: 9.0.851 / Virus Database: 271.1.1/3081 - Release Date: 08/20/10 02:35:00

Ana M. Garcia

From: FRANK R SPENCE [frspence@bellsouth.net]
Sent: Thursday, August 19, 2010 4:21 PM
To: villagemanager@biscayneparkfl.gov
Subject: Re: manager contract questions/advise

Hi Ana,
 My responses are after each question.
 Frank

From: Ana M. Garcia <villagemanager@biscayneparkfl.gov>
To: rwilliams@palmettobay-fl.gov; "Benford, Russell" <rbenford@northmiamifl.gov>; Jason Walker <jwalker@villageofelportal.org>; Tom Benton <BentonT@miamishoresvillage.com>; Chip Iglesias <chip@keybiscayne.fl.gov>; Alexander Diaz <Adiaz@goldenbeach.us>; mdavis@lakeparkflorida.gov; ysmckinley@cityofdoral.com; ygaliano@pinecrest-fl.gov; jorgegonzalez@miamibeachfl.gov; city_manager@opalockafl.gov; pgsalerno@aol.com; soroka@cityofaventura.com; FRANK R SPENCE <frspence@bellsouth.net>
Sent: Thu, August 19, 2010 2:29:19 PM
Subject: manager contract questions/advise

Dear respected managers,

I am coming upon my year anniversary as a new City Manager, and I must say regardless of the many challenges I faced as a department Director for the past 13 years with two different Cities, this has been the biggest challenge yet! Personnel, project management, challenging budget and demanding residents, piece of cake! The art of keeping 5 bosses happy is definitely the ultimate challenge. My hat is off to all of you.

I am looking at severance (how many months) what is the minimum, what is your recommendation?
Ans. Normally this is negotiated as part of the initial contract. It is very difficult to get after that. They were very tight with mine; I don't think they gave me more than 30 days; however, I had to give them 90 if I was leaving/resigning. Most managers are coming in with 3-6 months severance.

Average contract (years), should the percentage of the raise be included or this something to be discussed yearly?

Ans. Again, depends on city and is negotiated up-front. Three years is not uncommon. My current one is indefinite subject to an annual review, and, of course, the termination clause. Rarely are annual raises built into a contract; however, a COLA is usually acceptable. Raises are usually considered after the evaluations are done, then they discuss how much of an increase, if any, they might want to give. Again, very tight.

Do your unused days (sick, vacation) roll over to be paid upon separation?

Ans. Absolutely.
 fs

I would be extremely grateful to all of you that can contribute any insight, direction and or advice. I wish you all the very best always.

Sincerely,

Ana M. Garcia, CPRP
 Village Manager
 640 NE 114th Street soro
 Biscayne Park, Fl 33161

Ana M. Garcia

From: Jason Walker [jwalker@villageofelportal.org]
Sent: Thursday, August 19, 2010 2:37 PM
To: villagemanager@biscayneparkfl.gov
Subject: RE: manager contrcat questions/advise

Hi Ana,

Below is my response to your request –

Dear respected managers,

I am coming upon my year anniversary as a new City Manager, and I must say regardless of the many challenges I faced as a department Director for the past 13 years with two different Cities, this has been the biggest challenge yet! Personnel, project management, challenging budget and demanding residents, piece of cake! The art of keeping 5 bosses happy is definitely the ultimate challenge. My hat is off to all of you.

I am looking at severance (how many months) what is the minimum, what is your recommendation? I have a two month severance-, also health insurance covered for six months. Average contract (years) I have a three year contract, should the percentage of the raise be included or this something to be discussed yearly? My percentage is discussed on yearly basis, however, because of budget cuts; I have not had an increase since I started four years ago.

Do your unused days (sick, vacation) roll over to be paid upon separation? Only my sick roll over. Unused vacation must be used or paid out at the end of fiscal year.

I would be extremely grateful to all of you that can contribute any insight, direction and or advice. I wish you all the very best always.

JASON WALKER
 VILLAGE MANAGER
 VILLAGE OF EL PORTAL
 500 NE 87TH STREET
 EL PORTAL, FL 33138
 305-795-7880 (OFFICE)
 305-795-7885 (FAX)

From: Ana M. Garcia [mailto:villagemanager@biscayneparkfl.gov]
Sent: Thursday, August 19, 2010 2:29 PM
To: rwilliams@palmettobay-fl.gov; 'Benford, Russell'; Jason Walker; 'Tom Benton'; 'Chip Iglesias'; 'Alexander Diaz'; mdavis@lakeparkflorida.gov; ysmckinley@cityofdoral.com; ygaliano@pincrest-fl.gov; jorgegonzalez@miamibeachfl.gov; city_manager@opalockafl.gov; pgsalerno@aol.com; sorokae@cityofaventura.com; 'FRANK R SPENCE'
Subject: manager contrcat questions/advise

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I would be extremely grateful to all of you that can contribute any insight, direction and or advice. I wish you all the very best always.

Sincerely,

Ana M. Garcia, CPRP
Village Manager
640 NE 114th Street soro
Biscayne Park, FI 33161
Ph. 305.899.8000 ext. 201
Fax. 305.891.7241
agarcia@biscayneparkfl.gov

No virus found in this incoming message.

Checked by AVG - www.avg.com

Version: 9.0.851 / Virus Database: 271.1.1/3081 - Release Date: 08/19/10 02:35:00

Ana M. Garcia

From: Benford, Russell [rbenford@northmiamifl.gov]
Sent: Thursday, August 19, 2010 8:00 PM
To: villagemanager@biscayneparkfl.gov
Subject: RE: manager contract questions/advise



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KB)



image006.jpg (2
KB)



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KB)

Ana,

The following are my responses to your questions:

I am looking at severance (how many months) what is the minimum, what is your recommendation?

My severance at North Miami is 2 months per the charter. In my previous position my severance was 9 months. If your severance is not governed by the charter I would recommend 6 months. However, you should look at the previous manager's contract and expect something similar.

Average contract (years), should the percentage of the raise be included or this something to be discussed yearly?

My contract is open ended with no expiration date.

should the percentage of the raise be included or this something to be discussed yearly?

My percentage raise is determined by the adopted pay plan for all North Miami employees. The pay structure (step plan) provides for 5% annual increases. At my last job my increases were negotiated each year with the council based on performance. It is always best to have a prescribed pay increase per your contract. Negotiating a raise for yourself in a public setting (at a council meeting) is uncomfortable.

Do your unused days (sick, vacation) roll over to be paid upon separation?

My sick and vacation time rolls over and I will be paid for it when I leave the City. When negotiating this point you should try to include language that states your sick and vacation accrual is unlimited and you will be paid for 100% of it upon separation.

ICMA's website provides good examples of employment contract language.

And I would be more than happy to meet with you regarding this process.
In addition, I recommend you hire an attorney to negotiate your contract on your behalf.

Good luck and congratulations!!!!

Russell Benford

City Manager

cid:image001.jpg@01CB12B7.7FD45C90 North Miami All America City Logo
2010 Email large

776 NE 125 Street

North Miami, FL 33161

305-893-6391- direct

<<http://www.greennorthmiami.com/>> green North Miami Please print only if necessary

The City of North Miami 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.

From: Ana M. Garcia [mailto:villagemanager@biscayneparkfl.gov]
Sent: Thursday, August 19, 2010 2:29 PM
To: rwilliams@palmettobay-fl.gov; Benford, Russell; 'Jason Walker'; 'Tom Benton'; 'Chip Iglesias'; 'Alexander Diaz'; mdavis@lakeparkflorida.gov; ysmckinley@cityofdoral.com; ygaliano@pinecrest-fl.gov; jorgegonzalez@miamibeachfl.gov; city_manager@opalockafl.gov; pgsalerno@aol.com; sorokae@cityofaventura.com; 'FRANK R SPENCE'
Subject: manager contrcat questions/advise

Dear respected managers,

I am coming upon my year anniversary as a new City Manager, and I must say regardless of the many challenges I faced as a department Director for the past 13 years with two different Cities, this has been the biggest challenge yet! Personnel, project management, challenging budget and demanding residents, piece of cake! The art of keeping 5 bosses happy is definitely the ultimate challenge. My hat is off to all of you.

I am looking at severance (how many months) what is the minimum, what is your recommendation? Average contract (years), should the percentage of the raise be included or this something to be discussed yearly?

Do your unused days (sick, vacation) roll over to be paid upon separation?

I would be extremely grateful to all of you that can contribute any insight, direction and or advice. I wish you all the very best always.

Sincerely,

Ana M. Garcia

From: Chip Iglesias [chip@keybiscayne.fl.gov]
Sent: Friday, August 20, 2010 9:53 AM
To: villagemanager@biscayneparkfl.gov
Subject: RE: manager contract questions/advise

Ana,

My first contract had from 3 to 6 months severance. I am currently working on my extension. I would prefer 9-12 months. You probably will see 6 months more common, but 12 months preferred. I am shooting for another 3 year contract and that is what I would recommend. Some folks use a different approach where there is no specified contract period. I approach raises as a performance issue and leave it up to Council on an annual basis. There are agreements that set a minimum with language that if other employees get a cost of living, the manager will also get same. I don't have that language. Others have language that protects them from having their salary cut as a means to get the Manager out so I have seen language that states that if their is a reduction, it won't be any greater than across the board reduction for all employees. My sick and vacation days do rollover. You should have some language that specifies when your contract extension can be discussed such as no earlier than 120 days and no later than 90 days from contract expiration, so you will know if it will be extended and not find out at last minute. Hope this helps. Let me know if you need anything else.

Genaro "Chip" Iglesias
Village Manager
Village of Key Biscayne

From: Ana M. Garcia [villagemanager@biscayneparkfl.gov]
Sent: Thursday, August 19, 2010 2:29 PM
To: rwilliams@palmettobay-fl.gov; 'Benford, Russell'; 'Jason Walker'; 'Tom Benton'; Chip Iglesias; 'Alexander Diaz'; mdavis@lakeparkflorida.gov; ysmckinley@cityofdoral.com; ygaliano@pinecrest-fl.gov; jorgegonzalez@miamibeachfl.gov; city_manager@opalockafl.gov; pgsalerno@aol.com; sorokae@cityofaventura.com; 'FRANK R SPENCE'
Subject: manager contract questions/advise

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Do your unused days (sick, vacation) roll over to be paid upon separation?

I would be extremely grateful to all of you that can contribute any insight, direction and or advice. I wish you all the very best always.

Sincerely,

Ana M. Garcia, CPRP
Village Manager
640 NE 114th Street soro
Biscayne Park, Fl 33161
Ph. 305.899.8000 ext. 201
Fax. 305.891.7241
agarcia@biscayneparkfl.gov<mailto:agarcia@biscayneparkfl.gov>

Ana M. Garcia

From: Alexander Diaz [Adiaz@goldenbeach.us]
Sent: Wednesday, August 25, 2010 6:07 PM
To: villagemanager@biscayneparkfl.gov
Subject: RE: Friday's MDCCMA Meeting at the Miami-Dade Emergency Operations Center

Ana:

How are you? I have attached my contract and the Amendment to my contract. I have to disclose that my contract is very "loaded" but, that's because once I was hired we approved a \$33m Capital Project that I also oversee. If it were not for that, I think the contract would not be as rewarding.

I am also in the contract negotiation phase and the breakdown below is what I have asked for. Please call me to discuss.

Current

| | |
|-----------------------|--------------------|
| Salary | \$155,405 |
| Bonus | \$15,000 |
| Auto | \$513.20 Bi weekly |
| 401(k) & 457 | 10% |
| Vacation | 120 Hours |
| Administrative | 80 Hours |
| Health, Dental Vision | 100% |
| Death | 1- time salary |
| Short/Long Term | 66% Annual |

Keep all existing provisions of current contract

Proposed

| | 2011 | 2012 | 2013 |
|-----------------------|--|----------|-----------|
| Salary | ___% (5) | ___% (8) | ___% (10) |
| | * Or language such as: The Town Council agrees to determine any adjustment in annual salary and/or benefits, based upon performance, at least once annually, during g the Town's annual Budget Process | | |
| COLA | per contract | | |
| Bonus | Each year min \$10k as set by council | | |
| Auto | \$513.20 Bi weekly | | |
| 401(k) & 457 | Maximum allowable by IRS; annually commencing in 2008 | | |
| Vacation | 160 Hours | | |
| Administrative | 80 Hours | | |
| Health, Dental Vision | 100% | | |
| Death | 1- time salary | | |
| Short/Long Term | 66% Annual | | |
| Severance Pay | 9 months plus for every year of service | | |
| | The Town shall contribute \$15K to universal life policy in the employees name for each year of service. | | |

Wish list:

- 4-day work week with 10-hour days (Pilot once a month)
- Housing allowance
- Significant Bonus for implementing Town's Bridge Replacement Program and Performance during project construction

Alexander Diaz

Town Manager

Town of Golden Beach

One Golden Beach Drive; Golden Beach, FL 33160

Main Office: 305.932.0744 Mobile: 786.236.4211
 Facsimile: 305.932.1598 www.goldenbeach.us

"A Town of Excellence"- The Town of Golden Beach 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.

From: Ana M. Garcia [mailto:villagemanager@biscayneparkfl.gov]

Sent: Wednesday, August 25, 2010 11:39 AM

To: Alexander Diaz

Subject: RE: Friday's MDCCMA Meeting at the Miami-Dade Emergency Operations Center

Hi Alex, I hope all is well. Alex, I need to get the Manager's salary survey and compensation report to assist me with my upcoming Manager's contract. Can you please help me with this, thanks so much, Ana.

From: Alexander Diaz [mailto:Adiaz@goldenbeach.us]

Sent: Monday, August 23, 2010 3:02 PM

To: Jennifer Medina; 'townmanager@cutierbay-fl.gov'; 'nmbmgr@citynmb.com'; 'mgarcia@cityofsouthmiami.net'; 'hhernandez@cityofsouthmiami.net'; 'bentont@miamishoresvillage.com'; 'citymanger@cityofopalocka.org'; 'borgmann@miamisprings-fl.gov'; 'kathiebrooks@miamibeachfl.gov'; 'manager@miamidade.gov'; 'ocadaval@palmettobay-fl.gov'; 'crapp@northmiamicra.org'; 'dcrew@miamigardens-fl.gov'; 'gescar@nbvillage.com'; 'rfarmer@miamigardens-fl.gov'; 'hildafernandez@miamibeachfl.gov'; 'ygaliano@pinecrest-fl.gov'; 'gasca@pinecrest-fl.gov'; 'alinag@miamidade.gov'; 'jorgegonzalez@miamibeachfl.gov'; 'gorlandr@miamisprings-fl.gov'; 'timhemstreet@miamibeachfl.gov'; 'pehernandez@ci.miami.fl.us'; Chip Iglesias; 'ramiroinguanzo@miamibeachfl.gov'; 'mjimenez@coralgables.com'; 'skissing@icv-fla.org'; 'lombardi@pinecrest-fl.gov'; 'dlubin@coralgables.com'; 'hmchugh@miamigardens-fl.gov'; 'ysmckinley@cityofdoral.com'; 'dmejia@miamibeachfl.gov'; 'citymanager@opalockafl.gov'; 'cpatterson@northmiamifl.gov'; 'bob.pushkin@nbvillage.com'; 'reya@townofmiamilakes.com'; 'villagemanager@biscayneparkfl.gov'; 'csteers@miamigardens-fl.gov'; 'jszerlag@sibfl.net'; 'taxisjm@cityofdoral-fl.gov'; 'manager@balharbourflorida.com'; 'jwalker@villageofelportal.org'; 'rwasson@bayharborislands.net'; 'rwilliams@palmettobay-fl.gov'; 'gword@townofsurfsidefl.gov'; 'Escar-Mangos, Guerlin'; 'rconner@sibfl.net'; 'sragoonan@miamigardens-fl.gov'; 'sragoonan@miamigardens-fl.gov'; kevincrowder@miamibeachfl.gov; esoroka@cityofaventura.com; manager@balharbourflorida.gov; rwasson@bayharborislands.net; agarcia@biscayneparkfl.gov; mjimenez@coralgables.com; dspain@coralgables.com; ysmckinley@cityofdoral.com; marktaxis@cityofdoral.com; spurrinos@cityofhomestead.com; jfaddis@cityofhomestead.com; mlima@icvps.org; chip@keybiscayne.fl.gov; cmigoya@miamigov.com; crewd@miamigardens-fl.gov; rfarmer@miamigardens-fl.gov; vnelson@miamigardens-fl.gov; drosemond@miamigardens-fl.gov; bentont@miamishoresvillage.com; bormannj@miamisprings-fl.gov; gorlandr@miamisprings-fl.gov; rbenford@northmiami.gov; Kelvin.baker@citynmb.com; eorji@opalockafl.gov; plombardi@pinecrest-fl.gov; brwitt@cityofsouthmiami.net; rconner@sibfl.net; gword@townofsurfsidefl.gov; cwmyaguilar@bellsouth.net



Leaders at the Core of Better Communities

December 15, 2009

Ana M. Garcia
Village Manager
Village of Biscayne Park
640 NE 114th St
Miami, FL 33161

Dear Ana:

Welcome to the International City/County Management Association (ICMA)! ICMA is the foremost professional and educational organization for today's appointed local government executives and those interested in local government management. Since 1914, we have provided management assistance, training, and other invaluable resources and information to our members.

Please take a moment to review the contents of this packet. Inside, you will discover detailed descriptions of ICMA's member benefits and services as well as information specifically related to your interests (Career Resources, Council-Manager Form of Government, Emergency Management, Environmental Management, Ethics, Performance Measurement).

Also enclosed is your ICMA membership card which contains your member number and online ID and password to enter member only areas of *icma.org*. You may customize this information after logging on the first time. Please reference your member number when contacting Member Services, ordering publications, or registering for events.

Be sure to visit *icma.org* frequently, where you'll find the latest news about the local government profession, member only publications, conference handouts, online discussion forums, and valuable many online resources.

Again, welcome to ICMA. If you have any questions, please contact Member Services at membership@icma.org or 202/962-3680.

Sincerely,

Robert J. O'Neill, Jr.
Executive Director



TOWN OF GOLDEN BEACH

One Golden Beach Drive, Golden Beach, FL 33160

Office (305) 932-0744 • Fax (305) 933-3825

www.goldenbeach.us

Alexander Diaz
Town Manager

March 10, 2010

Village Manager Ana M. Garcia
Village of Biscayne Park
640 NE 114th Street
Biscayne Park, FL 33161-6202

Dear Village Manager Garcia,

I would like to take this opportunity to formally introduce myself as the District Five Director, and welcome you to the Florida City and County Managers Association (FCCMA). In the last seven months, since my appointment to District Five Director, I have been able to see first-hand the many benefits of membership.

I thank you for being a member of FCCMA, and hope that you will encourage other prospective members to join. The importance of a professional organization such as this one goes without saying. FCCMA can, and is a vital resource for personal growth, personal networking, and professional growth.

I encourage you to take advantage of all of things offered throughout the year, such as FCCMA's annual conference. This year's conference will be held at the Wyndham Orlando Resort from May 13-15th. Please make sure to www.fccma.org to register early for this event. I look forward to seeing all of you at the conference

If you have any questions about the Association, the conference, or how to recruit prospective members, please feel free to contact me at AlexDiaz@goldenbeach.us and I will be happy to assist you in any way.

Sincerely,


Alexander Diaz
Town Manager



FLORIDA CITY AND COUNTY MANAGEMENT ASSOCIATION
Post Office Box 1757 • Tallahassee, Florida 32302 • (850) 222-9684
Fax: (850) 222-3806 • E-mail: llovallo@fccities.com

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Carl Harness
Public Safety Administrator
Hillsborough County

President-Elect
Jonathan Lewis
Deputy City Manager
City of Palm Bay

Secretary/Treasurer
Oel Wingo
City Manager
City of Holly Hill

Past President
Joseph Gallegos
City Manager
City of Wilton Manors

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Assistant City Manager
City of Panama City

District II Director
James Hanson
City Manager
City of Atlantic Beach

District III Director
Desiree Matthews
Assistant City Manager
City of Kissimmee

District IV Director
George Brown
Deputy City Manager
City of Boca Raton

District V Director
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Town Manager
Town of Golden Beach

District VI Director
A. William Moss
City Manager
City of Naples

District VII Director
Russ Blackburn
City Manager
City of Gainesville

District VIII Director
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City Manager
City of Lakeland

Directors-At-Large
Joyce Shanahan
City Manager
City of Ormond Beach

Jill Silverboard
Assistant City Manager
City of Clearwater

Anita Fain Taylor
City Manager
City of Lauderdale Lakes

July 14, 2010

Ana M. Garcia CPRP
Village Manager
Village of Biscayne Park
640 N.E. 114th Street
Biscayne Park, FL 33161

Dear Ms. Garcia:

The membership approval process has been completed, and we have received your dues. You are now an official member of FCCMA. We have enclosed a membership directory, a newsletter, a membership pin and a membership certificate.

The Strategic Plan, By-Laws and any pertinent information is posted on the FCCMA web site at www.fccma.org for your perusal and printed in the Membership Directory, should you have any questions regarding the goals and ideas for the Association.

Lynn Lovallo and I look forward to working with you as a member. If you ever need the service of the staff or have any questions, please call.

Sincerely,

Lynn Tipton
Executive Director

Membership Certificate

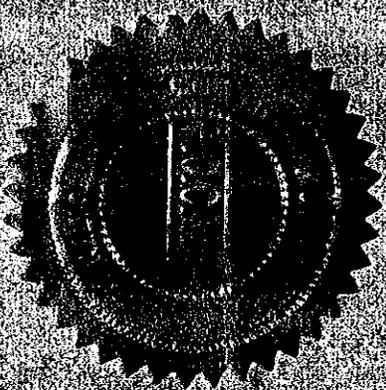
The Florida City and County Management Association
is pleased to grant full membership to

Ana M. Barria, CPA

Signed this 14th day of July, 2010



Carl Haines, President
Public Safety Administrator of Hillsborough County





FLORIDA CITY AND COUNTY MANAGEMENT ASSOCIATION
Post Office Box 1757 • Tallahassee, Florida 32302 • (850) 222-9684
Fax: (850) 222-3806 • E-mail: llovallo@focities.com

President
Joseph Gallegos
City Manager
City of Wilton Manors

March 15, 2010

President-Elect
Carl Harness
Public Safety Administrator
Hillsborough County

Secretary/Treasurer
Jonathan Lewis
Deputy City Manager
City of Palm Bay

Past President
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City of West Palm Beach

District I Director
Jeffrey Brown
Assistant City Manager
City of Panama City

District II Director
Oel Wingo
City Manager
City of Palm Coast

District III Director
Desiree Matthews
Assistant City Manager
City of Kissimmee

District IV Director
James Gabbard
City Manager
City of Vero Beach

District V Director
Alexander Diaz
Town Manager
Town of Golden Beach

District VI Director
Terrance (Terry) Stewart
Cape Coral

District VII Director
Russ Blackburn
City Manager
City of Gainesville

District VIII Director
Douglas B. Thomas
City Manager
City of Lakeland

Directors-At-Large
Vincent Long
Deputy County Administrator
Leon County

Anita Fain Taylor
City Manager
City of Lauderdale Lakes

Joyce Shanahan
City Manager
City of Ormond Beach

Ana M. Garcia, CPRP
Village Manager
Village of Biscayne Park
640 N.E. 114 Street
Biscayne Park, FL 33161

Dear Ms. Garcia:

Thank you for completing the Florida City and County Management Association's (FCCMA) online ethic course. Enclosed is your certificate of completion.

Thank you for your commitment and dedication to maintaining the highest ideals of honor and integrity in your service to local government.

Sincerely,

Carol Russell
Administrative Assistant

FCCMA



**FLORIDA CITY AND COUNTY
MANAGEMENT ASSOCIATION**

Certificate of Completion

This Certifies That

Ana M. Garcia, CRRP

**having completed the FCCMA online ethics
course has met the criteria for membership
in the above association**

**and has been found to know and understand
the ICMA Code of Ethics with Guidelines.**

**In Witness Whereof, I have affixed my
name.**

March 15, 2010

President

Affiliated With International City/County Management Association