



Village of Biscayne Park

640 NE 114th Street
Biscayne Park, FL 33161
(305) 899-8000

Mayor and Commission

John R. Hornbuckle
Mayor

Kelly Mallette
Vice-Mayor

Robert "Bob" Anderson
Commissioner

Steve Bernard
Commissioner

Chester "Doc" Morris, MD
Commissioner

Frank R. Spence
Village Manager

John J. Hearn
Village Attorney

Ann Harper
Village Clerk

AGENDA WORKSHOP

Ed Burke Recreation Center – 11400 NE 9th Court
Tuesday, January 6, 2009 – 6:00 pm

1. CALL TO ORDER and ROLL CALL
2. CONSIDERATION OF RECOMMENDATIONS OF RECREATION
ADVISORY BOARD (Backup provided Commission Meeting 12/2/08)
3. 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 (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.



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AGENDA

REGULAR COMMISSION MEETING

Ed Burke Recreation Center – 11400 NE 9th Court
Tuesday, January 6, 2009 - 7:00 pm

1. CALL TO ORDER and ROLL CALL
2. PLEDGE OF ALLEGIANCE
3. ORDER OF BUSINESS - ADDITIONS, DEFERRALS, OR DELETIONS TO AGENDA
4. PRESENTATIONS - None
5. PUBLIC COMMENTS RELATED TO AGENDA ITEMS
6. CONSENT AGENDA (Motion to be made for all as one or remove for discussion)
 - A. Approval of Minutes – None
7. PUBLIC HEARINGS
 - A. SECOND READING OF ORDINANCES

(1) ORDINANCE NO. 2008-1

AN ORDINANCE OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA, GRANTING FLORIDA POWER & LIGHT COMPANY, ITS SUCCESSORS AND ASSIGNS, AN ELECTRIC FRANCHISE; IMPOSING PROVISIONS AND CONDITIONS RELATING THERETO; PROVIDING FOR MONTHLY PAYMENTS TO THE VILLAGE OF BISCAYNE PARK, FLORIDA; PROVIDING FOR CONFLICT; PROVIDING FOR AN EFFECTIVE DATE (Continued from Commission Meeting March 4, 2008)

7. A. (2) ORDINANCE NO. 2008-9

AN ORDINANCE OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA PURSUANT TO SECTION 166.041, FLORIDA STATUTES, TO AMEND ORDINANCE 2007-13 ADOPTED ON SEPTEMBER 18, 2007 FINALIZING AND ADOPTING THE ANNUAL OPERATING BUDGET AND CAPITAL IMPROVEMENT PROGRAM FOR FISCAL YEAR 2007-2008, BY AMENDING VARIOUS PARTS OF THE BUDGET CONSISTENT WITH EXHIBIT "A," ATTACHED HERETO; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE (2nd reading)

Manager's Recommendation: Approval

8. ORDINANCES – FIRST READING

A. ORDINANCE NO. 2009-1

AN ORDINANCE OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA AMENDING CHAPTER 16 ENTITLED "PERMITS AND CERTIFICATES" BY AMENDING SECTION 16.15 ENTITLED "LANDLORD PERMITS;" CLARIFYING VARIOUS PROVISIONS INCLUDING FEES, APPLICATION PROCEDURES AND PENALTIES; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE

9. RESOLUTIONS

A. RESOLUTION NO. 2009-1

A RESOLUTION OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA, ESTABLISHING THE FEES FOR THE ISSUANCE OF LANDLORD PERMITS; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE

10. OLD BUSINESS

- A. Consideration of Replacement of Alternate vacancy on the Planning and Zoning Board caused by moving Elizabeth Piotrowski to the permanent position (Continued from October 7, 2008, meeting)
- B. Discussion of Public Works Building (Commissioner Morris)
- C. Discussion of Recreation Pavillion (Commissioner Morris)
- D. Discussion of Entry Sign (Commissioner Morris)

11. NEW BUSINESS

- A. Purchase of "Cherry Picker" (Hi Lift) for Public Works (Commissioner Anderson)**
- B. Discussion of Plan for Stepped Up Code Enforcement (Commissioner Anderson)**
- C. Discussion of Village Email System (Commissioner Bernard)**
- D. Discussion of Village Website (Commissioner Bernard)**
- E. Discussion of Village Goals (Commissioner Bernard)**

12. GOOD AND WELFARE (PUBLIC)

13. REPORTS

A. Committee Reports

- 1. Parks & Parkways Advisory Board – Dan Keys, Chairman**
- 2. Recreation Advisory Board – Roxanna Ross, Chairman**

B. Village Attorney Comments

C. Village Manager Comments

- 1. Report from Police Chief Glansberg**
- 2. Updates on various projects**
 - a. Entry sign easement**
 - b. Recreation Pavillion & Building Hardening**
 - c. Public Works Building**

D. Commission Comments

- 1. Commissioner Anderson**
- 2. Commissioner Bernard**
- 3. Commissioner Morris**
- 4. Vice-Mayor Mallette**
- 5. Mayor Hornbuckle**

Village of Biscayne Park - Agenda

14. ANNOUNCEMENTS - All public meetings are held at the Ed Burke Recreation Center 11400 NE 9th Court

- *Wednesday, January 7 Parks & Parkways Advisory Board 6 pm**
- *Tuesday, January 13 Code Review Committee 6:30 pm**
- *Thursday, January 15 Commission Workshop 6 pm**
- *Monday, January 19 All Departments Closed in observation of
Dr. Martin Luther King, Jr. Day**
- *Tuesday, January 20 Code Enforcement Board 7 pm**
- *Monday, January 26 Planning & Zoning Board**
- *Tuesday, February 3 Regular Commission Meeting**

15. ADJOURNMENT - NOTE: TBS = To Be Submitted

Visit our website at www.biscayneparkfl.gov

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 (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.

ORDINANCE NO. 2008-1

AN ORDINANCE OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA, GRANTING FLORIDA POWER & LIGHT COMPANY, ITS SUCCESSORS AND ASSIGNS, AN ELECTRIC FRANCHISE; IMPOSING PROVISIONS AND CONDITIONS RELATING THERETO; PROVIDING FOR MONTHLY PAYMENTS TO THE VILLAGE OF BISCAYNE PARK, FLORIDA; PROVIDING FOR CONFLICT; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Village Commission of the Village of Biscayne Park, Florida recognizes that the Village of Biscayne Park and its citizens need and desire the continued benefits of electric service; and

WHEREAS, the provision of such service requires substantial investment of capital and other resources in order to construct, maintain and operate facilities essential to the provision of such service in addition to costly administrative functions, and the Village of Biscayne Park does not desire to undertake to provide such services; and

WHEREAS, Florida Power & Light Company (FPL) is a public utility which has the demonstrated ability to supply such services; and

WHEREAS, there is currently in effect a franchise agreement between the Village of Biscayne Park and FPL, the terms of which are set forth in Village of Biscayne Park Ordinance No. 201, passed and adopted April 1, 1980, and FPL's written acceptance thereof dated April 28, 1980 granting to FPL, its successors and assigns, a thirty (30) year electric franchise ("Current Franchise Agreement"); and

WHEREAS, FPL and the Village of Biscayne Park desire to enter into a new Agreement (New Franchise Agreement) providing for the payment of fees to the Village of Biscayne Park in exchange for the nonexclusive right and privilege of supplying electricity and other services within the Village of Biscayne Park free of competition from the Village of Biscayne Park, pursuant to certain terms and conditions, and

WHEREAS, the Village Commission of the Village of Biscayne Park deems it to be in the best interest of the Village of Biscayne Park and its citizens to enter into the New Franchise Agreement prior to expiration of the Current Franchise Agreement;

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

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

Section 2. There is hereby granted to Florida Power & Light Company, its successors and assigns (hereinafter called the "Grantee"), for the period of 30 years from the effective date hereof, the nonexclusive right, privilege and franchise (hereinafter called "franchise") to construct, operate and maintain in, under, upon, along, over and across the present and future roads, streets, alleys, bridges, easements, rights-of-way and other public places (hereinafter called "public rights-of-way") throughout all of the incorporated areas, as such incorporated areas may be constituted from time to time, of the Village of Biscayne Park, Florida, and its successors (hereinafter called the "Grantor"), in accordance with the Grantee's customary practice with respect to construction and maintenance, electric light and power facilities, including, without limitation, conduits, poles, wires, transmission and distribution lines, and all other facilities installed in conjunction with or ancillary to all of the Grantee's operations (hereinafter called "facilities"), for the purpose of supplying electricity and other services to the Grantor and its successors, the inhabitants thereof, and persons beyond the limits thereof.

Section 3. The facilities of the Grantee shall be installed, located or relocated so as to not unreasonably interfere with traffic over the public rights-of-way or with reasonable egress from and ingress to abutting property. To avoid conflicts with traffic, the

location or relocation of all facilities shall be made as representatives of the Grantor may prescribe in accordance with the Grantor's reasonable rules and regulations with reference to the placing and maintaining in, under, upon, along, over and across said public rights-of-way; provided, however, that such rules or regulations (a) shall not prohibit the exercise of the Grantee's right to use said public rights-of-way for reasons other than unreasonable interference with motor vehicular traffic, (b) shall not unreasonably interfere with the Grantee's ability to furnish reasonably sufficient, adequate and efficient electric service to all of its customers, and (c) shall not require the relocation of any of the Grantee's facilities installed before or after the effective date hereof in public rights-of-way unless or until widening or otherwise changing the configuration of the paved portion of any public right-of-way used by motor vehicles causes such installed facilities to unreasonably interfere with motor vehicular traffic. Such rules and regulations shall recognize that above-grade facilities of the Grantee installed after the effective date hereof should be installed near the outer boundaries of the public rights-of-way to the extent possible. When any portion of a public right-of-way is excavated by the Grantee in the location or relocation of any of its facilities, the portion of the public right-of-way so excavated shall within a reasonable time be replaced by the Grantee at its expense and in as good condition as it was at the time of such excavation. The Grantor shall not be liable to the Grantee for any cost or expense in connection with any relocation of the Grantee's facilities required under subsection (c) of this Section, except, however, the Grantee shall be entitled to reimbursement of its costs from others and as may be provided by law.

Section 4. The Grantor shall in no way be liable or responsible for any accident or damage that may occur in the construction, operation or maintenance by the Grantee of its facilities hereunder, and the acceptance of this ordinance shall be deemed an agreement on the part of the Grantee to indemnify the Grantor and hold it harmless against any and all

liability, loss, cost, damage or expense which may accrue to the Grantor by reason of the negligence, default or misconduct of the Grantee in the construction, operation or maintenance of its facilities hereunder.

Section 5. All rates and rules and regulations established by the Grantee from time to time shall be subject to such regulation as may be provided by law.

Section 6. As a consideration for this franchise, the Grantee shall pay to the Grantor, commencing 90 days after the effective date hereof, and each month thereafter for the remainder of the term of this franchise, an amount which added to the amount of all licenses, excises, fees, charges and other impositions of any kind whatsoever (except ad valorem property taxes and non-ad valorem tax assessments on property) levied or imposed by the Grantor against the Grantee's property, business or operations and those of its subsidiaries during the Grantee's monthly billing period ending 60 days prior to each such payment will equal 5.9 percent of the Grantee's billed revenues, less actual write-offs, from the sale of electrical energy to residential, commercial and industrial customers (as such customers are defined by FPL's tariff) within the incorporated areas of the Grantor for the monthly billing period ending 60 days prior to each such payment, and in no event shall payment for the rights and privileges granted herein exceed 5.9 percent of such revenues for any monthly billing period of the Grantee.

The Grantor understands and agrees that such revenues as described in the preceding paragraph are limited, as in the existing franchise Ordinance No. 201, to the precise revenues described therein, and that such revenues do not include, by way of example and not limitation: (a) revenues from the sale of electrical energy for Public Street and Highway Lighting (service for lighting public ways and areas); (b) revenues from Other Sales to Public Authorities (service with eligibility restricted to governmental entities); (c) revenues from Sales to Railroads and Railways (service supplied for

propulsion of electric transit vehicles); (d) revenues from Sales for Resale (service to other utilities for resale purposes); (e) franchise fees; (f) Late Payment Charges; (g) Field Collection Charges; (h) other service charges.

Section 7. If during the term of this franchise the Grantee enters into a franchise agreement with any other municipality located in Miami-Dade County, Florida where the number of Grantee's active electrical customers is equal to or less than 50,000, the terms of which provide for the payment of franchise fees by the Grantor at a rate greater than 5.9% of the Grantee's residential, commercial and industrial revenues (as such customers are defined in FPL's tariff), under the same terms and conditions as specified in Section 6 hereof, the Grantee, upon written request of the Grantor, shall negotiate and enter into a new franchise agreement with the Grantor in which the percentage to be used in calculating monthly payments under Section 6 hereof shall be no greater than that percentage which the Grantee has agreed to use as a basis for the calculation of payments to the other Miami-Dade County municipality, provided, however, that such new franchise agreement shall include additional benefits to the Grantee, in addition to all benefits provided herein, at least equal to those provided by its franchise agreement with the other Miami-Dade County municipality. Subject to all limitations, terms and conditions specified in the preceding sentence, the Grantor shall have the sole discretion to determine the percentage to be used in calculating monthly payments, and the Grantee shall have the sole discretion to determine those benefits to which it would be entitled, under any such new franchise agreement.

Section 8. As a further consideration, during the term of this franchise or any extension thereof, the Grantor agrees: (a) not to engage in the distribution and/or sale, in competition with the Grantee, of electric capacity and/or electric energy to any ultimate consumer of electric utility service (herein called a "retail customer") or to any electrical

distribution system established solely to serve any retail customer formerly served by the Grantee, (b) not to participate in any proceeding or contractual arrangement, the purpose or terms of which would be to obligate the Grantee to transmit and/or distribute, electric capacity and/or electric energy from any third party(ies) to any other retail customer's facility(ies), and (c) not to seek to have the Grantee transmit and/or distribute electric capacity and/or electric energy generated by or on behalf of the Grantor at one location to the Grantor's facility(ies) at any other location(s). Nothing specified herein shall prohibit the Grantor from engaging with other utilities or persons in wholesale transactions which are subject to the provisions of the Federal Power Act.

Nothing herein shall prohibit the Grantor, if permitted by law, (i) from purchasing electric capacity and/or electric energy from any other person, or (ii) from seeking to have the Grantee transmit and/or distribute to any facility(ies) of the Grantor electric capacity and/or electric energy purchased by the Grantor from any other person; provided, however, that before the Grantor elects to purchase electric capacity and/or electric energy from any other person, the Grantor shall notify the Grantee. Such notice shall include a summary of the specific rates, terms and conditions which have been offered by the other person and identify the Grantor's facilities to be served under the offer. The Grantee shall thereafter have 90 days to evaluate the offer and, if the Grantee offers rates, terms and conditions which are equal to or better than those offered by the other person, the Grantor shall be obligated to continue to purchase from the Grantee electric capacity and/or electric energy to serve the previously-identified facilities of the Grantor for a term no shorter than that offered by the other person. If the Grantee does not agree to rates, terms and conditions which equal or better the other person's offer, all of the terms and conditions of this franchise shall remain in effect.

Section 9. If the Grantor grants a right, privilege or franchise to any other

person or otherwise enables any other such person to construct, operate or maintain electric light and power facilities within any part of the incorporated areas of the Grantor in which the Grantee may lawfully serve or compete on terms and conditions which the Grantee determines are more favorable than the terms and conditions contained herein, the Grantee may at any time thereafter terminate this franchise if such terms and conditions are not remedied within the time period provided hereafter. The Grantee shall give the Grantor at least 60 days advance written notice of its intent to terminate. Such notice shall, without prejudice to any of the rights reserved for the Grantee herein, advise the Grantor of such terms and conditions that it considers more favorable. The Grantor shall then have 60 days in which to correct or otherwise remedy the terms and conditions complained of by the Grantee. If the Grantee determines that such terms or conditions are not remedied by the Grantor within said time period, the Grantee may terminate this franchise agreement by delivering written notice to the Grantor's Clerk and termination shall be effective on the date of delivery of such notice.

Section 10. If as a direct or indirect consequence of any legislative, regulatory or other action by the United States of America or the State of Florida (or any department, agency, authority, instrumentality or political subdivision of either of them) any person is permitted to provide electric service within the incorporated areas of the Grantor to a customer then being served by the Grantee, or to any new applicant for electric service within any part of the incorporated areas of the Grantor in which the Grantee may lawfully serve, and the Grantee determines that its obligations hereunder, or otherwise resulting from this franchise in respect to rates and service, place it at a competitive disadvantage with respect to such other person, the Grantee may, at any time after the taking of such action, terminate this franchise if such competitive disadvantage is not remedied within the time period provided hereafter. The Grantee shall give the Grantor at least 90 days advance

written notice of its intent to terminate. Such notice shall, without prejudice to any of the rights reserved for the Grantee herein, advise the Grantor of the consequences of such action which resulted in the competitive disadvantage. The Grantor shall then have 90 days in which to correct or otherwise remedy the competitive disadvantage. If such competitive disadvantage is not remedied by the Grantor within said time period, the Grantee may terminate this franchise agreement by delivering written notice to the Grantor's Clerk and termination shall take effect on the date of delivery of such notice.

Section 11. Failure on the part of the Grantee to comply in any substantial respect with any of the provisions of this franchise shall be grounds for forfeiture, but no such forfeiture shall take effect if the reasonableness or propriety thereof is protested by the Grantee until there is final determination (after the expiration or exhaustion of all rights of appeal) by a court of competent jurisdiction that the Grantee has failed to comply in a substantial respect with any of the provisions of this franchise, and the Grantee shall have six months after such final determination to make good the default before a forfeiture shall result with the right of the Grantor at its discretion to grant such additional time to the Grantee for compliance as necessities in the case require.

Section 12. Failure on the part of the Grantor to comply in substantial respect with any of the provisions of this ordinance, including but not limited to: (a) denying the Grantee use of public rights-of-way for reasons other than unreasonable interference with motor vehicular traffic; (b) imposing conditions for use of public rights-of-way contrary to Florida law or the terms and conditions of this franchise; (c) unreasonable delay in issuing the Grantee a use permit, if any, to construct its facilities in public rights-of-way, shall constitute breach of this franchise and entitle the Grantee to withhold all or part of the payments provided for in Section 6 hereof until such time as a use permit is issued or a court of competent jurisdiction has reached a final determination in the matter. The Grantor

recognizes and agrees that nothing in this franchise agreement constitutes or shall be deemed to constitute a waiver of the Grantee's delegated sovereign right of condemnation and that the Grantee, in its sole discretion, may exercise such right.

Section 13. The Grantor may, upon reasonable notice and within 90 days after each anniversary date of this franchise, at the Grantor's expense, examine the records of the Grantee relating to the calculation of the franchise payment for the three years preceding such anniversary date. Such examination shall be during normal business hours at the Grantee's office where such records are maintained, and each party shall bear its own costs, fees and expenses associated with any such reasonable examination of the records prepared and kept by Grantee in the ordinary course of Grantee's business. Records not prepared by the Grantee in the ordinary course of business may be provided at the Grantor's expense and as the Grantor and the Grantee may agree in writing. Information identifying the Grantee's customers by name or their electric consumption shall not be taken from the Grantee's premises. Such audit shall be impartial and all audit findings, whether they decrease or increase payment to the Grantor, shall be reported to the Grantee. The Grantor's right to examine the records of the Grantee in accordance with this Section shall not be conducted by any third party employed by the Grantor whose fee, in whole or part, for conducting such audit is contingent on findings of the audit.

Grantor waives, settles and bars all claims relating in any way to the amounts paid by the Grantee under the Current Franchise Agreement embodied in Ordinance No. 201 not asserted in writing within one hundred fifty days after the effective date of this Ordinance.

Section 14. The provisions of this ordinance are interdependent upon one another, and if any of the provisions of this ordinance are found or adjudged to be invalid, illegal, void or of no effect, the entire ordinance shall be null and void and of no force or effect.

Section 15. Grantor acknowledges it is fully informed concerning the existing franchise granted by Miami-Dade County, Florida, to the Grantee herein, and accepted by the Grantee as set out in Ordinance No. 60-16 adopted on May 3, 1960, and subsequently renewed and accepted by the Grantee as set out in Ordinance No. 89-81 adopted on September 5, 1989 by the Board of County Commissioners of Miami-Dade County, Florida. Grantor agrees to indemnify and hold Grantee harmless against any and all liability, loss, cost, damage and expense incurred by Grantee in respect to any claim asserted by Miami-Dade County against Grantee arising out of the franchise set out in the above referenced ordinances for the recovery of any sums of money paid by Grantee to Grantor under the terms of this New Franchise Agreement. Grantee acknowledges and Grantor hereby relies on the Dade County Resolution No. R-709-78 adopted on June 20, 1978 in the granting of this franchise.

Section 16. As used herein “person” means an individual, a partnership, a corporation, a business trust, a joint stock company, a trust, an incorporated association, a joint venture, a governmental authority or any other entity of whatever nature.

Section 17. Ordinance No. 201, passed and adopted April 1, 1980 and all other ordinances and parts of ordinances and all resolutions and parts of resolutions in conflict herewith, are hereby repealed.

Section 18. As a condition precedent to the taking effect of this ordinance, the Grantee shall file its acceptance hereof with the Grantor’s Clerk within 30 days of adoption of this ordinance. The effective date of this ordinance shall be the date upon which the Grantee files such acceptance.

PASSED on first reading this _____ day of _____, 2008.

PASSED AND ADOPTED on second reading this _____ day of _____, 2008.

The foregoing Ordinance was offered by Commissioner _____, who moved its adoption. The motion was seconded by _____ and upon being put to a vote, the vote was as follows:

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

John Hornbuckle, Mayor

Attest:

Ann Harper, Village Clerk

Approved as to form:

John J. Hearn, Village Attorney

Mayor Hornbuckle: _____
Vice Mayor Bernard: _____
Commissioner Mallette: _____
Commissioner Morris: _____
Commissioner Anderson: _____

1st Reading – January 8, 2008
2nd Reading -

ORDINANCE NO. 2008-9

AN ORDINANCE OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA PURSUANT TO SECTION 166.041, FLORIDA STATUTES, TO AMEND ORDINANCE 2007-13 ADOPTED ON SEPTEMBER 18, 2007 FINALIZING AND ADOPTING THE ANNUAL OPERATING BUDGET AND CAPITAL IMPROVEMENT PROGRAM FOR FISCAL YEAR 2007-2008, BY AMENDING VARIOUS PARTS OF THE BUDGET CONSISTENT WITH EXHIBIT "A," ATTACHED HERETO; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE

WHEREAS, in accordance with the Village of Biscayne Park's Charter and all laws of the State of Florida, on September 18, 2007, the Village Commission finalized and adopted its operating budget for Fiscal Year 2007-2008, which is incorporated herein; and

WHEREAS, the Village Commission acknowledges that amendments are required to the Annual Operating Budget for Fiscal Year 2007-2008, as designated in Exhibit "A," attached hereto;

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

Section 1. Each and all the foregoing Whereas clauses are true and correct and are incorporated herein.

Section 2. That the Annual Operating Budget Fiscal Year 2007-2008, approved by the Village Commission on September 18, 2007, is amended as designated in Exhibit "A," attached hereto.

Section 3. The Village Commission hereby ratifies and confirms all other provisions of Ordinance 2007-13.

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

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

Section 6. **Effective Date.** This Ordinance shall be effective upon adoption on second reading.

The foregoing Ordinance was offered by Commissioner _____, who moved its adoption. The motion was seconded by _____ and upon being put to a vote, the vote was as follows:

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

John Hornbuckle, Mayor

Attest:

Ann Harper, Village Clerk
Approved as to form:

John J. Hearn, Village Attorney

Mayor Hornbuckle: _____
Vice Mayor Mallett: _____
Commissioner Anderson: _____
Commissioner Bernard: _____
Commissioner Morris: _____

1st Reading – December 2, 2008
2nd Reading – January 6, 2009

VILLAGE OF :AYNE PARK
 BUDGET AMENDMENT 9/30/2007-2008

FUND	GENERAL FUND														
	REVENUES		FY 07-08	FY 07-08	BUDGET	BUDGET	AMENDED	EXPLANATION							
OBJECT:		YEAR TO DATE	09/30/08	ADOPTED	CHANGE	BUDGET	BUDGET								
	GENERAL FUND														
311100	Real & Personal Property		1,692,974.73	1,668,675	24,300	1,692,975		Int and late payment w/no discount							
	Total Ad Valorem Taxes:		1,692,974.73	1,668,675	24,300	1,692,975									
313100	Electric		133,438.74	105,000	28,439	133,439		Inc in elect chg, gas surcharge							
	Total Franchise Fees:		133,438.74	105,000	28,439	133,439									
3141000	Electric		102,427.17	94,000	8,427	102,427		Inc in electric chg							
3144000	Gas/Propane		5,523.20	-	5,523	5,523		Varies yr to yr							
	Total Utility Service Taxes:		107,950.37	94,000	13,950	107,950									
3151001	Communications Service Tax		165,985.06	114,064	51,921	165,985		State audit, underpymt in prior yrs							
	Total Communications Service Tax:		165,985.06	114,064	51,921	165,985									
3221000	Building Permits		72,493.00	70,000	2,493	72,493									
3222000	Electrical Permits		9,689.00	8,000	1,689	9,689									
3223000	Plumbing Permits		14,376.75	8,000	6,377	14,377									
3224000	Air Conditioning/Mechanical Permits		8,425.00	6,000	2,425	8,425									
3226000	Paint Permits		2,641.60	3,000	(358)	2,642									
3227000	Garage Sale		1,120.00	900	220	1,120									
3228000	Plan Review		1,660.45	1,000	660	1,660									
3229001	Variance Application Fee		150.00	1,000	(850)	150									
3229010	Variance Advertisement		980.00	500	480	980									
3229900	Permit Administrative Fee		24,898.94	9,000	15,899	24,899		Based on number of permits (\$20) and other							
3231000	Re-Occupancy		2,160.00	2,500	(340)	2,160		misc permits							
3231200	Contractor Registration		2,735.00	1,000	1,735	2,735									
3231300	Landlord Permit Fees		1,900.00	10,000	(8,100)	1,900		Decreases after 2 yrs							
	Home Occupational Fees		850.00	2,000	(1,150)	850									
	Total (Village) Licenses & Permits:		144,079.74	122,900	21,180	144,080									

VILLAGE OF DAYNE PARK
BUDGET AMENDMENT 9/30/2007-2008

OBJECT:	FY 07-08 YEAR TO DATE 09/30/08	FY 07-08 ADOPTED BUDGET	BUDGET CHANGE	FY 07-08 AMENDED BUDGET	EXPLANATION
3312000	Federal Grants/ Cops Grant		-	-	
3313000	Federal Grants/ FEMA	26,896.50	26,897	26,897	Close out FEMA
3342100	State Grants/Crime Prevention	3,760.37	3,760	3,760	Grants rec during fiscal year
3351200	State Revenue Sharing	75,051.36	1,217	75,051	
3351400	Fuel Tax Rebate	1,209	(1,200)	-	Req in road fund
3351800	Local Govt. 1/2 Cent Sales Tax	193,190.82	228,212	193,191	Due to economic conditions
3363000	Occupational Licenses - County	4,021.13	1,521	4,021	Provided by County
	Total Intergovernmental Revenue:	302,920.18	(2,826)	302,920	
3412000	Certification, Copies & Lien Search	4,358.57	5,000	4,359	
3434001	Garbage/Waste Fees		-	-	
3434002	Garbage/Waste-Interest & Penalties		-	-	
3434003	Special Pick-up / Lot Cleaning		-	-	
3434009	Garbage/Waste Revenue Write Off		-	-	
3472001	Recreation Program Fees	84,950.97	125,000	84,951	Decrease in attendance
3472002	Recreation - Concession Sales	8,321.30	15,000	8,321	due to fee increases
3472003	Other Parks & Rec. Fees (Special)	6,359.86	5,000	6,360	
	Total Service Revenue:	103,990.70	150,000	103,991	
3510100	Judgments/ Citations - Court Imposed	52,098.33	40,000	52,098	Inc in ticket revenues
3540001	Violations - Local Ordinance	49,600.00	35,000	49,600	
3590000	LETT				
	Total Fines & Forfeitures:	101,698.33	75,000	101,698	
3610000	Interest	21,636.95	53,900	21,637	Dec in interest rates
3690100	Miscellaneous Other	9,080.02	5,000	9,080	
3690102	Insurance Proceeds	5,098.57	-	5,099	
3690200	Misc Newsletter Ads	1,750.00	500	1,750	Varies by participation
3690300	North Miami Beach Police Reimbursable	8,711.50	-	8,712	Off duty
3690500	Police Donations	500.00	-	500	Resident donation
3800000	Fund Balance / Carryover				
	Total Miscellaneous Revenue	46,777.04	59,400	46,777	
	TOTAL REVENUE/BUDGET:	2,799,814.89	2,694,785	2,799,815	
			(12,623)		
			105,030		

VILLAGE OF AYNE PARK
 BUDGET AMENDMENT 9/30/2007-2008

OBJECT:		FY 07-08 YEAR TO DATE 09/30/08	FY 07-08 ADOPTED BUDGET	BUDGET CHANGE	FY 07-08 AMENDED BUDGET	EXPLANATION
DEPARTMENT: EXECUTIVE/VILLAGE COMMISSION						
511.11.01	Salaries / Reimbursements	12,000.00	12,000	-	12,000	
511.21.01	FICA Taxes	558.00	744	(186)	558	
511.21.02	Medicare	130.50	174	(44)	131	
TOTAL PERSONAL SERVICES:		12,688.50	12,918	(230)	12,689	
511.40.01	Travel Conferences & Meetings	2,561.37	3,900	(1,339)	2,561	
511.47.01	Printing & Binding	499.14	1,500	(1,001)	499	
511.54.01	Dues, Subscriptions & Memberships	1,905.64	2,500	(594)	1,906	
511.55.01	Special Events	9,403.18	2,500	6,903	9,403	75th Birthday
TOTAL MATERIALS, SUPPLIES, SERVICES:		14,369.33	10,400	3,969	14,369	
TOTAL OPERATING EXPENSES/BUDGET:		27,057.83	23,318	3,740	27,058	

VILLAGE OF AYNE PARK
BUDGET AMENDMENT 9/30/2007-2008

OBJECT:	EXECUTIVE/ADMINISTRATION	FY 07-08 YEAR TO DATE 09/30/08	FY 07-08 ADOPTED BUDGET	BUDGET CHANGE	FY 07-08 AMENDED BUDGET	EXPLANATION
512.12.01	Regular Salaries	136,393.16	130,520	5,873	136,393	
512.13.01	Other Salaries & Wages		4,240	(4,240)	-	
512.14.01	Overtime			-	-	
512.19.01	Compensated Absences			-	-	
512.21.01	FICA Taxes	8,556.17	8,355	201	8,556	
512.21.02	Medicare	2,001.06	1,954	47	2,001	
512.22.01	Retirement	24,684.65	11,271	13,414	24,685	FRS req Ann Harper
512.23.01	Life, Health & Dental Insurance	6,067.84	5,772	296	6,068	
512.24.01	Workers Compensation	1,116.00	1,228	(112)	1,116	
512.34.01	Contractual Services		1,200	(1,200)	-	
	TOTAL PERSONAL SERVICES:	178,818.88	164,540	14,279	178,819	
512.40.01	Travel, Conferences & Meetings	2,957.36	3,500	(543)	2,957	
512.40.02	Travel/Auto Allowance	4,800.00	4,800	-	4,800	
512.46.02	R&M - Equipment	629.40	750	(121)	629	
512.47.01	Printing & Binding		500	(500)	-	
512.49.02	Legal Advertising	10,455.70	25,000	(14,544)	10,456	Varies upon # of ordinances
512.49.04	Ordinance Codification		15,000	(15,000)	-	Cost came in lower than anticipated
512.49.06	Election	15,093.18	10,000	5,093	15,093	Inc from Dade County
512.51.01	Office Supplies	1,199.53	1,500	(300)	1,200	
512.52.12	Special Departmental Supplies	537.14	1,000	(463)	537	
512.54.01	Dues, Subscriptions & Memberships	1,487.13	2,500	(1,013)	1,487	
512.54.02	Education & Training	240.90	2,500	(2,259)	241	
	TOTAL MATERIALS, SUPPLIES, SERVICES:	37,400.34	67,050	(29,650)	37,400	
	TOTAL DEPARTMENT EXPENSES/BUDGET:	216,219.22	231,590	(15,371)	216,219	

VILLAGE OF AYNE PARK
BUDGET AMENDMENT 9/30/2007-2008

OBJECT:	DEPARTMENT:	FINANCE	FY 07-08 YEAR TO DATE 09/30/08	FY 07-08 ADOPTED BUDGET	BUDGET CHANGE	FY 07-08 AMENDED BUDGET	EXPLANATION	
		513.12.01	Regular Salaries	10,932.27	13,217	(2,285)	10,932	
		513.14.01	Overtime	239.48	430	(191)	239	
		513.21.01	FICA Taxes	707.55	846	(138)	708	
		513.21.02	Medicare	165.50	198	(33)	166	
		513.22.01	Retirement	1,068.01	1,344	(276)	1,068	
		513.23.01	Life, Health & Dental Insurance	2,947.63	2,939	9	2,948	
			TOTAL PERSONAL SERVICES:	16,060.44	18,974	(2,914)	16,060	
		513.32.01	Accounting & Audit Services	25,500.00	25,500	-	25,500	
		513.34.01	Consulting Services	81,267.50	70,000	11,268	81,268	Add'l help due to maternity leave
		513.34.02	Contract Services-HTE	17,398.00	17,500	(102)	17,398	
		513.40.01	Travel, Conferences & Meetings	153.68	350	(196)	154	
		513.46.02	R&M - Equipment		-		-	
		513.51.01	Office Supplies	346.89	500	(153)	347	
		513.54.01	Dues, Subscriptions & Memberships	610.00	75	535	610	
		513.54.02	Education & Training		-		-	
			TOTAL MATERIALS, SUPPLIES, SERVICES:	125,276.07	113,925	11,351	125,276	
			TOTAL OPERATING EXPENSES/BUDGET:	141,336.51	132,899	8,438	141,337	

VILLAGE O. CAYNE PARK
BUDGET AMENDMENT 9/30/2007-2008

OBJECT:	GENERAL GOVERNMENT	FY 07-08 YEAR TO DATE 09/30/08	FY 07-08 ADOPTED BUDGET	BUDGET CHANGE	FY 07-08 AMENDED BUDGET	EXPLANATION
519.12.01	Regular Salaries	25,550.90	27,069	(1,518)	25,551	
519.14.01	Overtime	216.52	200	17	217	
519.21.01	FICA Taxes	1,585.23	1,691	(106)	1,585	
519.21.02	Medicare	370.74	395	(24)	371	
519.22.01	Retirement	3,611.14	1,322	2,289	3,611	FRS req. part-time position
519.23.01	Life, Health & Dental Insurance	6,979.43	8,711	(1,732)	6,979	
519.24.01	Workers' Compensation	224.00	246	(22)	224	
519.25.01	Unemployment Compensation	61.98	-	62	62	
	TOTAL PERSONAL SERVICES:	38,599.94	39,634	(1,034)	38,600	
519.31.01	Attorney Legal Fees	59,930.22	60,000	(70)	59,930	
519.31.02	Legal - Other	18,905.61	30,000	(11,094)	18,906	Cost less than est
519.31.03	Other Professional Services	23,096.60	25,000	(1,903)	23,097	
519.31.04	Contract Services	436.46	2,500	(2,064)	436	
519.41.01	Telephone	14,926.07	13,000	1,926	14,926	
519.42.01	Postage, Freight & Express Charges	2,998.21	6,000	(3,002)	2,998	
519.43.01	Electric Utility Service	28,139.61	30,000	(1,860)	28,140	
519.43.02	Water Utility Services	1,389.03	1,500	(111)	1,389	
519.44.02	Equipment Rental & Lease	15,763.42	13,200	2,563	15,763	
519.45.01	Insurance	24,089.01	35,000	(10,911)	24,089	Re-evaluation
519.46.02	Repair & Maintenance - Equipment	6,382.20	5,000	1,382	6,382	
519.47.01	Printing & Binding	277.35	2,000	(1,723)	277	
519.48.01	Communications - Newsletter/ Website	5,063.23	3,350	1,713	5,063	
519.48.02	Legislative Representative	27,083.33	25,000	2,083	27,083	
519.49.01	Miscellaneous - Credit Card/Bank Fees	6,734.93	10,000	(3,265)	6,735	based on usage
519.49.02	Dog Park Expenses					
519.51.01	Office Supplies - General	3,291.36	4,900	(1,609)	3,291	
519.52.01	Operating Supplies	2,990.39	1,600	1,390	2,990	
519.54.01	Dues, Subscriptions & Memberships		1,200	(1,200)	-	
519.59.01	Contingency		2,998	(793)	2,205	
	TOTAL MATERIALS, SUPPLIES, SERVICES:	244,497.03	272,248	(28,546)	243,702	
	TOTAL OPERATING EXPENSES/BUDGET:	280,096.97	311,882	(29,580)	282,302	
519.64.03	Capital Outlay	23,756.56	13,609	10,148	23,757	Transfer to Cap Projects for Pavilion, PWV Bldg and Entry Sign
	TOTAL CAPITAL OUTLAY	23,756.56	13,609	10,148	23,757	
519.82.01	Aids to Private Organizations	2,500.00	2,500	-	2,500	
519.82.01	Ed Burke Pension		2,000	(2,000)	-	
	GRANTS & AIDS:	2,500.00	4,500	(2,000)	2,500	
	TOTAL DEPARTMENT EXPENSES/BUDGET:	306,353.53	329,991	(21,432)	308,559	

VILLAGE OF JAYNE PARK
BUDGET AMENDMENT 9/30/2007-2008

OBJECT:		FY 07-08 YEAR TO DATE 09/30/08	FY 07-08 ADOPTED BUDGET	BUDGET CHANGE	FY 07-08 AMENDED BUDGET	EXPLANATION
DEPARTMENT:	POLICE					
521.12.01	Regular Salaries	536,885.96	516,287	20,599	536,886	addition of officer
521.13.01	Other Salaries & Wages	11,210.00	17,000	(5,790)	11,210	pd reserve officers
521.14.01	Overtime	142,071.62	64,000	78,072	142,072	3 officers on w/c
521.15.01	Special Pay - Officer Incentive	8,185.00	6,000	2,185	8,185	
521.16.01	Court Time	6,384.73	5,000	1,385	6,385	
521.17.01	Holiday Pay		-	-		
521.19.01	Banked Sick Leave	19,842.04	-	19,842	19,842	officers leaving
521.21.01	FICA Taxes	47,273.10	37,714	9,559	47,273	
521.21.02	Medicare	10,280.74	8,820	1,461	10,281	
521.22.01	Retirement	137,594.33	127,254	10,340	137,594	
521.23.01	Life, Health & Dental Insurance	57,416.14	69,578	(12,162)	57,416	
521.24.01	Workers' Compensation	182,417.65	49,041	133,377	182,418	self-insured exp
521.25.01	Unemployment Compensation		-	-		
TOTAL PERSONAL SERVICES:		1,159,561.31	900,694	258,867	1,159,561	
521.31.04	Contract Services	3,298.39	500	2,798	3,298	
521.40.01	Travel, Conferences & Meetings		3,000	(3,000)		
521.41.01	Telephone & Cellular Air Time	5,400.95	7,000	(1,599)	5,401	
521.44.01	Rental & Lease - Beeper	1,110.99	1,500	(389)	1,111	
521.45.01	Insurance - Auto	18,303.00	21,700	(3,397)	18,303	
521.45.02	Insurance - Prof Liability	32,913.70	25,600	7,314	32,914	Based on payroll
521.46.01	R&M - Vehicles	24,035.51	15,000	9,036	24,036	age of vehicles
521.46.02	R&M - Equipment	9,632.10	4,000	5,632	9,632	improve computers
521.46.03	R&M - Radio	3,230.32	4,000	(770)	3,230	
521.47.01	Printing & Binding	1,188.87	1,000	189	1,189	
521.51.01	Office Supplies	3,658.09	4,500	(842)	3,658	
521.52.02	Gas & Oil	52,504.27	50,000	2,504	52,504	
521.52.03	Tires & Tire Repair	6,032.67	3,500	2,533	6,033	
521.52.04	Uniforms	7,214.15	5,000	2,214	7,214	addition of officers
521.52.05	Vests - Body Armor	1,149.15	600	549	1,149	addition of officers
521.52.06	Dry Cleaning - Uniforms	2,203.14	2,000	203	2,203	
521.52.07	Ammunition		1,600	(1,600)		
521.52.08	Photography	193.27	200	(7)	193	
521.52.12	Special Department Supplies	10,721.33	3,000	7,721	10,721	Improve dept. Commission direction
521.54.01	Dues, Subscriptions & Memberships	2,240.45	3,500	(1,260)	2,240	
521.54.02	Education & Training	690.00	3,000	(2,310)	690	
TOTAL MATERIALS, SUPPLIES, SERVICES:		185,720.35	160,200	25,520	185,720	
TOTAL OPERATING EXPENSES/BUDGET:		1,345,281.66	1,060,894	284,388	1,345,282	
521.64.01	Vehicles (Debt Service)		5,968	(5,968)		
521.64.02	Machinery & Equipment - 800 MHZ					Int'l inc in capital account applied to payment
TOTAL CAPITAL OUTLAY		-	5,968	(5,968)	-	
TOTAL DEPARTMENT EXPENSES/BUDGET:		1,345,281.66	1,066,862	278,420	1,345,282	

VILLAGE OF AVNE PARK
BUDGET AMENDMENT # 9/30/2007-2008

OBJECT:		FY 07-08 YEAR TO DATE 09/30/08	FY 07-08 ADOPTED BUDGET	BUDGET CHANGE	FY 07-08 AMENDED BUDGET	EXPLANATION
DEPARTMENT:	BUILDING					
524.12.01	Regular Salaries	27,538.10	26,434	1,104	27,538	
524.13.01	Other Salaries & Wages	28,658.80	16,260	12,399	28,659	Increase due to increase
524.14.01	Overtime	246.37	750	(504)	246	in permits
524.21.01	FICA Taxes	2,804.51	2,694	111	2,805	
524.21.02	Medicare	655.89	630	26	656	
524.22.01	Retirement	2,880.03	2,688	192	2,880	
524.23.01	Life, Health & Dental Insurance	5,770.49	5,772	(2)	5,770	
524.24.01	Workers Compensation	227.00	249	(22)	227	
524.25.01	Unemployment Taxes	-	-	-	-	
	TOTAL PERSONAL SERVICES:	68,781.19	55,477	13,304	68,781	
524.21.06	Inspectors Retainers		500	(500)	-	
524.31.07	Inspectors Fees	56,110.22	49,000	7,110	56,110	Increase due to increase
524.31.08	Structural Engineer	1,350.00	1,000	350	1,350	in permits
524.46.02	R&M Equipment	1,198.00	1,500	(302)	1,198	
524.47.01	Printing & Binding	59.45	500	(441)	59	
524.49.03	Special Departmental Supplies	372.74	850	(477)	373	
524.51.01	Office Supplies	528.20	2,500	(1,972)	528	
524.54.01	Subscriptions, Memberships, Books	460.00	250	210	460	
524.54.02	Education & Training		1,000	(1,000)	-	
	TOTAL MATERIALS, SUPPLIES, SERVICES:	60,078.61	57,100	2,979	60,079	
	TOTAL OPERATING EXPENSES/BUDGET:	128,859.80	112,577	16,283	128,860	

VILLAGE OF JAYNE PARK
 BUDGET AMENDMENT 9/30/2007-2008

OBJECT:		FY 07-08 YEAR TO DATE 09/30/08	FY 07-08 ADOPTED BUDGET	BUDGET CHANGE	FY 07-08 AMENDED BUDGET	EXPLANATION
DEPARTMENT:	CODE ENFORCEMENT					
529.12.01	Regular Salaries	42,474.45	40,900	1,574	42,474	
529.13.01	Other Salaries & Wages	2,585.91		2,586	2,586	Union requirements
529.14.01	Overtime	736.49		736	736	
529.21.01	FICA Taxes	2,867.85	2,536	332	2,868	
529.21.02	Medicare	670.71	593	78	671	
529.22.01	Retirement	4,556.22	4,029	527	4,556	
529.23.01	Life, Health & Dental Insurance	5,770.49	5,772	(2)	5,770	
529.24.01	Workers' Compensation	349.00	385	(36)	349	
529.25.01	Unemployment Compensation			-	-	
TOTAL PERSONAL SERVICES:		60,011.12	54,215	5,796	60,011	
529.33.01	Recording Fees	842.00		842	842	
529.41.01	Telephone & Cellular Air Time	623.03	800	(177)	623	
529.42.01	Postage		500	(500)	-	
529.46.01	R&M Equipment	1,633.50	1,500	134	1,634	
529.47.01	Printing	132.00	1,000	(868)	132	
529.51.01	Office Supplies & Misc.	841.31	1,500	(659)	841	
529.52.04	Uniforms	154.69	250	(95)	155	
529.54.01	Dues, Subscriptions & Memberships	30.00	500	(470)	30	
529.54.02	Education & Training	175.00	500	(325)	175	
TOTAL MATERIALS, SUPPLIES, SERVICES:		4,431.53	6,550	(2,119)	4,432	
529.64.02	Machinery & Equipment			-	-	
TOTAL DEPARTMENT EXPENSES / BUDGET:		64,442.65	60,765	3,678	64,443	

VILLAGE OF JAYNE PARK
BUDGET AMENDMENT 9/30/2007-2008

OBJECT:	DEPARTMENT: OBJECT/ACCOUNT NAME:	FY 07-08 YEAR TO DATE 09/30/08	FY 07-08 ADOPTED BUDGET	BUDGET CHANGE	FY 07-08 AMENDED BUDGET	EXPLANATION
	PUBLIC WORKS					
534.12.01	Regular Salaries	122,909.89	165,102	(42,192)	122,910	Employees not replaced
534.13.01	Other Salaries & Wages	8,524.19	12,362	(3,838)	8,524	
534.14.01	Overtime	1,381.46	3,500	(2,119)	1,381	
534.21.01	FICA Taxes	8,661.39	11,220	(2,559)	8,661	
534.21.02	Medicare	2,025.76	2,624	(598)	2,026	
534.22.01	Retirement	15,591.39	17,825	(2,234)	15,591	
534.23.01	Life, Health & Dental Insurance	31,354.04	36,940	(5,586)	31,354	
534.24.01	Workers' Compensation	18,183.00	20,003	(1,820)	18,183	
534.26.01	Other Personnel Services	780.00		780	780	
	TOTAL PERSONAL SERVICES:	209,411.12	269,576	(60,165)	209,411	
534.40.02	Education & Training	2,263.14	3,500	(1,237)	2,263	
534.41.01	Telephone	2,446.72	5,700	(3,253)	2,447	
534.43.01	Electric	2,576.61	3,100	(523)	2,577	
534.43.02	Water	950.69	3,000	(2,049)	951	
534.44.02	Equipment Rental	5,092.36	5,000	92	5,092	
534.45.01	Insurance - Auto	1,965.00	2,400	(435)	1,965	
534.45.02	Insurance - Liability	4,084.00	3,679	405	4,084	
534.45.03	Insurance - Village Bus/Vans	4,489.00	5,482	(993)	4,489	
534.46.01	R&M Vehicles	5,263.70	4,000	1,264	5,264	
534.46.02	R&M Equipment	3,171.78	4,500	(1,328)	3,172	
534.46.03	R&M Buildings		31,500	(18,184)	13,316	limited to necessary exp
534.46.04	R&M Vehicles/Village Bus/Vans		2,500	(2,500)	-	not used
534.47.01	Printing & Binding		1,000	(1,000)	-	not used
534.49.05	Truck Washing		2,000	(2,000)	-	not used
534.51.01	Office Supplies	1,453.43	1,200	253	1,453	
534.52.01	Operating Supplies	9,380.62	13,500	(4,119)	9,381	
534.52.02	Gas & Oil	12,228.59	5,500	6,729	12,229	Inc in gas costs
534.52.03	Tires & Tire Repair	777.35	2,000	(1,223)	777	
534.52.04	Uniform Rental	2,648.63	2,500	149	2,649	
534.52.05	Gas & Oil/Village Bus/Vans	3,691.91	3,320	372	3,692	
	TOTAL MATERIALS, SUPPLIES, SERVICES:	75,799.60	105,381	(29,581)	75,800	
	TOTAL OPERATING EXPENSES / BUDGET:	285,210.72	374,957	(89,746)	285,211	
534.62.01	Buildings		1,335.00	1,335	1,335	
534.63.02	Landscaping		11,262.00	(19,738)	11,262	limited to necessary exp
534.64.02	Machinery & Equipment			-		
	TOTAL CAPITAL OUTLAY:	12,597.00	31,000	(18,403)	12,597	
534.74.01	Lease/Purchase			-		
534.75.01	Lease/Purchase	12,091.14	12,930	(839)	12,091	
	TOTAL DEBT SERVICE	12,091.14	12,930	(839)	12,091	
	TOTAL NON-OPERATING BUDGET:	24,688.14	43,930	(19,242)	24,688	
	TOTAL DEPARTMENT EXPENSES / BUDGET:	309,898.86	418,887	(108,988)	309,899	

VILLAGE OF AYNE PARK
BUDGET AMENDMENT # 9/30/2007-2008

OBJECT:		FY 07-08 09/30/08	FY 07-08 ADOPTED BUDGET	BUDGET CHANGE	FY 07-08 AMENDED BUDGET	EXPLANATION
DEPARTMENT:	RECREATION					
572.12.01	Regular Salaries	73,224.26	88,215	(14,991)	73,224	Clerk not replaced
572.13.01	Other Salaries/Wages	72,994.44	90,225	(17,231)	72,994	Less employees due to less attendance
572.21.01	FICA Taxes	9,157.93	11,063	(1,905)	9,158	
572.21.02	Medicare	2,141.71	2,588	(446)	2,142	
572.22.01	Retirement	7,212.59	8,971	(1,758)	7,213	
572.23.01	Life, Health & Dental Insurance	11,540.98	17,316	(5,775)	11,541	
572.24.01	Workers Compensation	20,548.00	22,606	(2,058)	20,548	
TOTAL PERSONAL SERVICES:		196,819.91	240,984	(44,164)	196,820	
572.31.08	Professional Services	944.45	2,500	(1,556)	944	
572.40.03	Travel, Conferences & Meetings		100	(100)	-	
572.41.01	Telephone	4,327.49	6,000	(1,673)	4,327	
572.42.01	Postage, Freight & Express Charges		100	(100)	-	
572.43.01	Electric Utility Service	8,751.26	8,000	751	8,751	
572.43.02	Water Utility Services	878.47	700	178	878	
572.44.02	Equipment Rental & Lease	788.00	1,000	(212)	788	
572.45.02	Insurance - Liability	5,543.00	3,912	1,631	5,543	
572.46.02	R&M Equipment	1,340.00	1,500	(160)	1,340	
572.47.01	Printing & Binding	205.00	400	(195)	205	
572.51.01	Office Supplies - General	903.32	2,000	(1,097)	903	
572.52.01	Operating Supplies	10,273.22	11,000	(727)	10,273	
572.52.09	Concession - Resale	5,105.37	10,000	(4,895)	5,105	Based on actual
572.52.10	Games - Indoor	2,808.74	4,000	(1,191)	2,809	
572.52.11	Games - Outdoor	4,671.31	4,000	671	4,671	
572.54.01	Dues, Subscriptions & Memberships	265.00	300	(35)	265	
572.54.02	Education & Training		400	(400)	-	
572.55.01	Special Events	6,680.67	8,000	(1,319)	6,681	
TOTAL MATERIALS, SUPPLIES, SERVICES:		53,485.30	63,912	(10,427)	53,485	
TOTAL OPERATING EXPENSES / BUDGET:		250,305.21	304,896	(54,591)	250,305	
572.63.01	Improvements Other Than Buildings	2,992.50	8,000	(5,008)	2,993	
572.64.02	Machinery & Equipment	4,861.81	5,000	(138)	4,862	
TOTAL CAPITAL OUTLAY		7,854.31	13,000	(5,146)	7,854	
TOTAL DEPARTMENT EXPENSES / BUDGET:		258,159.52	317,896	(59,736)	258,160	
TOTAL EXPENSES		2,797,609.58	2,694,785	105,030	2,799,815	
TOTAL REVENUE		2,799,814.89	2,694,785	105,030	2,799,815	
TOTAL REVENUES/TOTAL EXPENSES		2,205.31	-	0	0	

VILLAGE OF :AYNE PARK
 BUDGET AMENDMENT 9/30/2007-2008

OBJECT:		FY 07-08 YEAR TO DATE 09/30/08	FY 07-08 ADOPTED BUDGET	BUDGET CHANGE	FY 07-08 AMENDED BUDGET	EXPLANATION
FUND 101	ROAD FUND					
	REVENUE:					
312.40.10	Local Option Gas Tax -Capital Improvements	23,251.32	25,838		25,838	
312.40.20	Local Option Gas Tax (6 Cents)	59,647.78	61,533		61,533	
334.10.00	Forestry Grants	35,058.00		35,058	35,058	Received grant proceeds
334.20.00	DOT Landscaping Grant	4,975.00	3,980	995	4,975	
335.12.00	State Revenue Sharing	28,118.70	27,796	323	28,119	
335.14.00	Fuel Tax Rebate	2,339.82		2,340	2,340	Budgeted in GF
361.00.00	Interest	341.26	1,382		1,382	Int rate decrease
369.01.00	Miscellaneous Revenue					
391.91.00	CIT Road Improvements	20,000.00	68,000	(38,716)	29,284	Transfer based on required funding
	Cash Carryover/Prior Year's Reserves					
	TOTAL REVENUES/BUDGET:	173,731.88	188,529	-	188,529	
534.12.01	Regular Salaries	82,809.85	83,446		83,446	
534-13-01	Other Salaries/Wages	3,947.35	4,570		4,570	
534.14.01	Overtime	791.20	850		850	
534.19.01	Banked Sick Leave					
534.21.01	FICA Taxes	5,422.08	5,510		5,510	
534.21.02	Medicare	1,267.88	1,288		1,288	
534.22.01	Retirement	7,464.73	8,753		8,753	
534.23.01	Life, Health & Dental Insurance	14,407.51	16,163		16,163	
534.24.01	Workers Compensation	11,288.00	12,418		12,418	
534.25.01	Unemployment Insurance					
534.31.08	Contract Services	1,498.05	3,500		3,500	
534.45.01	Insurance - Auto	1,943.00	2,372		2,372	
534.45.02	Insurance - Liability	1,284.00	1,859		1,859	
534.46.01	R&M Vehicles	1,098.00	5,500		5,500	
534.46.02	R&M Equipment	286.93	4,500		4,500	
534.52.01	Operating Supplies	4,733.73	3,500	1,235	4,735	
534.52.02	Gas & Oil	5,949.37		6,000	6,000	Transfer from Public Works
534.52.04	Uniforms	1,235.68	800	450	1,250	
534.53.01	Road Materials	1,789.49	3,500		3,500	
534.59.01	Contingency					
534.63.01	Improvements other than Buildings	4,189.00	30,000	(7,685)	22,315	limited to necessary exp
534.64.02	Machinery & Equipment	12,062.18		12,062	12,062	Purchase of lawn equipment
	TOTAL DEPARTMENT EXPENSES/BUDGET	163,468.03	188,529	-	188,529	
	TOTAL EXPENSES	163,468.03	188,529	-	188,529	
	TOTAL REVENUE	173,731.88	188,529	-	188,529	
	TOTAL REVENUES/TOTAL EXPENSES	10,263.85	-	-	-	

VILLAGE OF AYNE PARK
BUDGET AMENDMENT 9/30/2007-2008

OBJECT:		FY 07-08 YEAR TO DATE 09/30/08	FY 07-08 ADOPTED BUDGET	BUDGET CHANGE	FY 07-08 AMENDED BUDGET	EXPLANATION
FUND 402	SANITATION FUND					
	REVENUE:					
3434001	Garbage/Waste Fees	691,768.80	695,856		695,856	
3434003	Special Pick-up / Lot Clearing	34,514.67	10,000	24,515	34,515	
	TOTAL REVENUES/BUDGET:	726,283.47	705,856	24,515	730,371	
534.12.01	Regular Salaries	239,533.96	217,020	22,514	239,534	Change in personal
534.13.01	Other Salaries & Wages	4,222.50	11,700		11,700	
534.14.01	Overtime	600.03	1,000		1,000	
534.19.01	Banked Sick Leave		3,200		3,200	
534.21.01	FICA Taxes	15,057.08	14,243	815	15,058	
534.21.02	Medicare	3,521.23	3,331	190	3,521	
534.22.01	Retirement	22,669.65	22,627	65	22,692	
534.23.01	Life, Health & Dental Insurance	45,613.69	50,792		50,792	
534.24.01	Workers Compensation	47,962.00	52,755		52,755	
	TOTAL PERSONAL SERVICES:	379,190.14	376,668	23,584	400,252	
534.34.02	Dump - Garbage/Waste	152,471.94	174,000	(20,000)	154,000	Cost cutting measures
534.34.03	Dump - Recycling	35,000.00	35,000	-	35,000	
534.34.03	Cart Pickup		3,000	(3,000)	-	Not required
534.41.01	Telephone	2,446.72	1,265	1,200	2,465	
534.43.01	Electric	2,576.61	720	1,900	2,620	
534.43.02	Water	950.68	225	750	975	
534.45.01	Insurance - Auto	4,796.00	5,856	(1,000)	4,856	
534.45.02	Insurance - Liability	7,453.00	4,836	2,651	7,487	
534.46.01	R&M Vehicles	7,000	7,000	2,650	9,650	
534.49.05	Truck Washing		1,000	(1,000)	-	
534.52.01	Operating Supplies	4,637.19	5,795	(1,000)	4,795	
534.52.02	Gas & Oil	21,881.65	16,380	5,550	21,930	Inc in gas costs
534.52.03	Tires & Tire Repair	1,656.24	2,000		2,000	
534.52.04	Uniform Rental	2,113.31	3,015	(200)	2,815	
534.53.01	Depreciation	30,360.00	30,360		30,360	
534.53.02	Administration Fee-Miami-Dade	34,566.75	35,482		35,482	
534.64.02	Machinery & Equipment	12,430.00		12,430	12,430	Unanticipated exp: truck engine
534.75.01	Lease/Purchase Interest	3,254.00	3,254	-	3,254	
	TOTAL MATERIALS, SUPPLIES, SERVICES:	326,226.30	329,188	931	330,119	
	TOTAL EXPENSES	705,416.44	705,856	24,515	730,371	
	TOTAL REVENUE	726,283.47	705,856	24,515	730,371	
	TOTAL REVENUES/TOTAL EXPENSES	20,867.03	-	-	-	

VILLAGE OF DAYNE PARK
BUDGET AMENDMENT 9/30/2007-2008

OBJECT:		FY 07-08 YEAR TO DATE 09/30/08	FY 07-08 ADOPTED BUDGET	BUDGET CHANGE	FY 07-08 AMENDED BUDGET	EXPLANATION
FUND 105	POLICE FORFEITURE					
	REVENUE:					
359,00.00	Fines and Forfeitures	2,276.76		2,300	2,300	
361,00.00	Interest	637.91	2,000	(1,360)	640	
380,00.00	Fund Balance / Carryover	20,716.60		20,800	20,800	
	TOTAL REVENUES/BUDGET:	23,631.27	2,000.00	21,740	23,740	
521,35.01	Crime Watch	207.00		210	210	
521,40.01	Travel, Conferences & Meetings	4,250.00		4,250	4,250	Commission approved exp
521,49.01	Miscellaneous		2,000	(2,000)	-	
521,52.01	Operating Supplies	89.56		100	100	Commission approved exp
521,64.01	Machinery & Equipment	11,539.40		11,580	11,580	Commission approved exp
521,64.02	Capital Outlay	7,545.29		7,600	7,600	Commission approved exp
	TOTAL MATERIALS, SUPPLIES, SERVICES:	23,631.27	2,000.00	21,740	23,740	
	TOTAL EXPENSES	23,631.27	2,000.00	21,740	23,740	
	TOTAL REVENUE	23,631.27	2,000.00	21,740	23,740	
	TOTAL REVENUES/TOTAL EXPENSES	-	-	-	-	
FUND 301	CITY SURTAX					
	REVENUE:					
338,35.00	Transit Surtax	104,862.00	117,257		117,257	
361,00.00	Interest	1,215.51	2,400		2,400	
380,00.00	Fund Balance / Carryover	63,873.56		112,111	112,111	
	TOTAL REVENUES/BUDGET:	169,951.07	119,657.00	112,111	231,768	
519,34.01	North Miami-NOMI	35,000.00	30,000	5,000	35,000	Contract renewal at higher cost
519,34.02	Contract Services	21,168.00		21,168	21,168	Kimley Horn
519,63.01	Improvements	50,873.04	21,657	29,216	50,873	TRW Rec Sidewalks
581,90.01	Transfer to Road Fund	20,000.00	66,000	(38,716)	29,284	Transfer required
581,90.02	Transfer to Stormwater	42,910.03		95,443	95,443	Required CITT allocation to commit
	TOTAL MATERIALS, SUPPLIES, SERVICES:	169,951.07	119,657.00	112,111	231,768	all remaining funds
	TOTAL EXPENSES	169,951.07	119,657.00	112,111	231,768	
	TOTAL REVENUE	169,951.07	119,657.00	112,111	231,768	
	TOTAL REVENUES/TOTAL EXPENSES	-	-	-	-	

VILLAGE OF .AVYNE PARK
BUDGET AMENDMENT 9/30/2007-2008

OBJECT:		FY 07-08 YEAR TO DATE 09/30/08	FY 07-08 ADOPTED BUDGET	BUDGET CHANGE	FY 07-08 AMENDED BUDGET	EXPLANATION
FUND 401	STORMWATER					
	REVENUE:					
361.00.00	Interest	214.97		215	215	
391.91.01	Transfer from CITT	42,910.03		42,910	42,910	Transfer to cover project (stormwater)
380.00.00	Fund Balance / Carryover	5,361.20		5,361	5,361	
	TOTAL REVENUES/BUDGET:	48,486.20	-	48,486	48,486	
534.86.05	Stormwater Project	48,486.20		48,486	48,486	Complete drainage project
	TOTAL MATERIALS, SUPPLIES, SERVICES:	48,486.20	-	48,486	48,486	
	TOTAL REVENUE	48,486.20	-	48,486	48,486	
	TOTAL REVENUES/TOTAL EXPENSES	-	-	-	-	
FUND 601	CAPITAL IMPROVEMENTS					
	REVENUE:					
337.70.00	Recreation Grants					
361.00.00	Interest					
381.00.00	Transfer from General Fund	23,756.56		54,665	54,665	
380.00.00	Fund Balance / Carryover					
	TOTAL REVENUES/BUDGET:	23,756.56	-	54,665	54,665	
590.66.02	Public Works Building	1,663.22		1,665	1,665	Commission approved exp
590.66.04	Recreation Pavilion	3,000.00		15,000	15,000	Commission approved exp
590.66.05	Entryway Sign	6,093.34		38,000	38,000	Commission approved exp
	TOTAL MATERIALS, SUPPLIES, SERVICES:	10,756.56	-	54,665.00	54,665.00	
	TOTAL EXPENSES	10,756.56	-	54,665	54,665	
	TOTAL REVENUE	23,756.56	-	54,665	54,665	
	TOTAL REVENUES/TOTAL EXPENSES	13,000.00	-	-	-	

ORDINANCE NO. 2009-1

AN ORDINANCE OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA AMENDING CHAPTER 16 ENTITLED "PERMITS AND CERTIFICATES" BY AMENDING SECTION 16.15 ENTITLED "LANDLORD PERMITS;" CLARIFYING VARIOUS PROVISIONS INCLUDING FEES, APPLICATION PROCEDURES AND PENALTIES; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE

WHEREAS, the Village Commission of the Village of Biscayne Park adopted Ordinance 2006-13 addressing landlord permits in order to preserve and protect the aesthetics and property values within its community; and

WHEREAS, the Village Commission has found it to be in the best interests of its citizens to amend Ordinance 2006-13 in order to clarify certain regulations including fees, application procedures and penalties;

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

Section 1. Each and all the foregoing Whereas clauses are true and correct and are incorporated herein.

Section 2. Chapter 16 of the Municipal Code of the Village of Biscayne Park, Florida is hereby amended to create Section 16-15, entitled "Landlord Permits," to read as follows:

Sec. 16.15. Landlord permits.

Sec. 16.15.1. Application for permit; issuance of permit. Every owner of a dwelling is required to get obtain an annual landlord permit for each dwelling unit from the Village Manager or designee prior to leasing, subleasing, renting or allowing the

occupancy of such unit to another natural person or other natural persons, unrelated to the owner, whether or not for consideration, except as provided in subsection 16.15.2.3. In the case of multiple owners of any such dwelling unit, it shall be sufficient for any one of the owners to have obtained a permit on the unit. The application shall be in writing and on a form provided by the Village. Such annual permit shall be valid from January 1 through December 31 of each year and shall be issued and not revoked if:

(1) An annual regulatory fee in accordance with the schedule set out in Appendix A is paid.

(2) The applicant and the applicant's property are not in violation of this section.

(3) The applicant provided the correct street address for all parcels or property covered by this section.

Sec. 16.15.2 Landlord permit required. It is hereby deemed unlawful for any person to lease, sublease, rent or allow the occupancy of any dwelling or dwelling unit for the purpose of tenancy, whether or not for consideration, without first obtaining the required landlord permit.

Sec. 16.15.2.3. Exemption. The provisions of this section do not apply if the dwelling unit is occupied by less than three persons 18 years of age or older, one of whom is the owner, and the children of one or both of these people.

Sec. 16.15.3.4. Payment; late payment. The Village shall bill each applicant or holder of a landlord permit for the annual fee, once the Village Manager or designee determines that all requirements for the permit have been met. If payment is not received on the due date, the account shall be considered delinquent and subject to a delinquency penalty of ten percent (10%) for the first thirty (30) days of delinquency and an additional five percent (5%) penalty for each month of delinquency thereafter until paid; provided that the total delinquency penalty shall not exceed twenty five percent (25%) of the fee due. ~~an extra fee shall be due and payable as specified in Appendix A.~~ If payment is not received within one hundred twenty (120) days ~~the time frames specified in Appendix A,~~ the Village Manager or designee may refer the account to a collection agency. If the collection agency does not collect the amount due within 90 days of the referral, or if the Village Manager or designee decides not to refer the account to a collection agency, the applicant or permit holder shall be subject to citation for violation of this section and proceedings before the code enforcement board.

Sec.16.15.5 Fees.

(a) Fees to be charged for the purpose of administering this ordinance shall be established by separate resolution.

(b) The Village Manager shall collect all fees due and owing to the Village.

(c) Inspections of the applicant's premise shall be scheduled at the convenience of both the enforcement officer/inspector, landlord, and tenant(s). If the landlord and/or

tenant fails to be present at the time of the scheduled inspection or if the enforcement officer/inspector is denied and/or unable to gain access to the swelling or dwelling unit to conduct the requisite inspection, the landlord may be subject to being charged a re-inspection fee of twenty five dollars (\$25.00), for each re-inspection, at the discretion of the Village. Additionally, after three (3) such attempts and/or denials of access to the premises, the Village may pursue the revocation of any existing permit(s) of use issued to the subject premises.

Sec. 16.15.4. 6. Waiver of permit fee. If the property has received no violations for 3 consecutive years, then the landlord permit fee shall be waived.

Sec. 16.15.7. Application procedures.

(a) No landlord permit shall be issued or granted to any person unless an application is filed with the Village Manager, or his/her designee on forms provided for that purpose, disclosing the following:

(1) The landlord's name and address and telephone number, and any other emergency contact information. Any changes in such information during the period for which the landlord permit is issued shall be made to the Village Manager or his/her designee, in writing.

(2) If the applicant is a corporation or partnership, the full name and address of the corporation or partnership and the state of incorporation. Applicant must submit a copy of the articles of incorporation.

(b) All applications and permits shall be assigned a number, which may be an individual's social security number, a corporation's federal tax number, or such other uniform method of numbering selected by the Village Manager or his designee.

(c) Statement of accuracy: The application form shall contain the following language:

"The undersigned has carefully reviewed this application and all information contained herein has been freely and voluntarily provided. All facts, figures, statements contained in this application are true, correct, and complete to the best of my knowledge and belief. The applicant also acknowledges and understands that the issuance of a Village landlord permit is contingent upon a compliance inspection and in conjunction with the issuance of a certificate of occupancy. The undersigned understands that failure to comply with the Village's ordinances may result in revocation of said landlord permit."

(d) The applicant shall print and sign his or her name to the application immediately after the statement required in subsection (c) above. In the case of a corporation, an officer shall be required to sign the application in his individual capacity and not solely as a corporate agent.

(e) Dwelling or dwelling units that are required to obtain a certificate of occupancy pursuant to the Florida Building Code, must do so prior to the issuance of a landlord permit. The Village shall honor any certificate of occupancy issued by Miami Dade County provided that the occupancy for which the certificate was issued remains the same.

(f) State license, certificate, registration required. All premises regulated by the state must submit a copy of their current state license, certificate, and/or registration prior to the issuance of their landlord permit and thereafter each year at the time of renewal. Only the state license itself or receipt therefore shall constitute proof of current state license.

(g) Landlord permits shall not be issued unless:

- (1) There has been a site inspection of the dwelling or dwelling unit(s) by the Village.
- (2) The Village has verified compliance with all applicable laws and regulations and has collected all applicable fees due to the Village.

Sec. 16.15.5.8 Failure to apply for permit. If the Village Manager or designee has reasonable cause to believe that a dwelling unit is being leased, subleased, rented or occupied without a permit in violation of this section, the owner of the property shall be given notice that a permit is required and that an application must be filed with the Village within 30 days of the notice. If an application, or evidence that a permit is not required, is not received on the due date, ~~an extra fee shall be charged for the permit as specified in Appendix A. Failure to apply or provide evidence that a permit is not required within the time frames specified in Appendix A shall subject the~~ The owner shall be cited to citation for violation of this section and proceedings before the code enforcement board will begin.

Sec. 16.15.6.9. Tenant documents. Prior to executing a lease for the dwelling unit covered by the permit, applicant will provide each tenant with a copy of:

- (a) F.S. Chapter 83, pt. II, entitled "Residential Tenancies;" and
- (b) Chapter 16, Section 16.15 of this Code, entitled "Landlord Permits."

Sec. 16.15.7.10. Obligation to pursue lawful remedies. In the event the Village provides notice to the applicant (property owner or designated agent) of repeated violations of certain ordinances by a tenant or guests of a tenant of the dwelling unit, the applicant will pursue all lawful remedies available under F.S. Section 83.56, regarding termination of the rental agreement due to the tenant's failure to comply with F.S. Chapter 83, the provisions of the lease or this Code.

Sec. 16.15.8.11. Requirements of permittee.

(a) Any owner who resides outside of Miami-Dade County either at the time of procuring a permit or after having procured a permit shall appoint an agent who resides within the county for the purpose of receiving notices from the Village concerning the permit. The owner shall notify the Village in writing of the name, address, and telephone number of the agent. If the owner fails to appoint an agent or notify the Village, the permittee shall be presumed to have agreed to constructive notice by publication in a newspaper of countywide circulation within Miami-Dade County.

(b) The permittee and appointed agent, if any, shall maintain a list of the names of tenants in each dwelling unit. Such lists shall be available to the Village upon reasonable notice.

Sec. 16.15.9-12. Material breaches of lease. Adjudications of guilt or pleas of no contest of the Village's ordinances, including but not limited to noise, animal control, solid waste, storage, trash and yard maintenance, shall be a material breach of a lease of any unit regulated by this section, and grounds for termination of the lease.

Sec. 16.15.10-13. Agreement to allow inspection. By applying for a permit, the owner agrees to allow inspection of the unit for violations of the housing code at any reasonable time; however, this provision shall not be interpreted as authorizing the Village to conduct an inspection of an occupied rental unit without obtaining either the consent of an occupant or a warrant.

Sec. 16.15.11-14. Contact information. No permit shall be issued or renewed until the applicant or permit holder has provided the name and phone number of a natural person 18 years of age or older who can be contacted 24 hours a day, seven days a week, regarding the rental unit. This contact person may be the owner, the owner's agent, or any other person other than a resident of the rental unit who has agreed to be the contact person.

Sec. 16.15.12-15. Denial or revocation of permit.

(a) The Village Manager or designee may deny issuance of, or revoke, any permits applied for under this section if it is determined either that the applicant or holder has made material misrepresentations about the condition of his/her property, or that the occupancy of the property is, or at any time subsequent to the issuance of the permit becomes, in excess of occupancy by a single-family, or that the owner has otherwise violated a provision of this section.

(b) If the Village Manager or designee determines there is reasonable cause to believe that there are grounds to revoke or deny a permit applied for or held, a written notice shall be mailed by registered mail to the owner or agent whose address was provided in the application for such permit. If the dwelling unit in question is occupied, a copy of the notice shall be mailed to at least one tenant. Such written notice shall state the alleged grounds for revocation or denial. For revocation of a permit, such written notice shall also state that the revocation will become effective 30 days from the date of the

notice unless, within the 30 days, the alleged grounds for revocation are remedied (or legal action to do so is begun) to the satisfaction of the Village Manager or designee or a hearing is applied for in accordance with this section.

(c) Within 30 days ~~of~~ from the date the notice of revocation or denial is mailed, a holder of or applicant for a permit or the appointed agent may request in writing to the Village Manager a hearing on the revocation or denial. The Village Manager or designee shall schedule the hearing to occur within 15 days after receiving the request for hearing and shall notify the permit holder or applicant at least five days in advance. The hearing may be postponed if mutually agreed upon by all parties.

(d) The hearing shall be conducted informally and adherence to the rules of evidence normally followed by the courts shall not be required. Any person may present testimony, documents or other evidence as deemed relevant by the Village Manager or designee. Any person may be represented by counsel.

(e) The Village Manager or designee shall consider all evidence presented, and if the preponderance of the evidence supports the allegation of violation the permit shall be denied or revoked. If the preponderance of the evidence does not support the allegation of violation, the permit shall be issued or allowed to continue. The decision of the Village Manager or designee may be appealed to the county court of Miami-Dade County.

(f) The Village Manager or designee may waive the revocation requirement as to any permit if it is determined that the owner has attempted in good faith to comply with this section. In determining asserted good faith as required for a waiver, the Village Manager or designee may consider, but not be limited to, the owner's having remedied the violation, and the owner's past history of violations of the conditions of the landlord permit.

(g) If a permit is revoked under this section, the owner whose permit was revoked shall not be issued another permit on the same premises for a period of 6 months after the date of revocation.

Sec. 16.15.13-16. Inspections and complaints.

(a) *Inspections.* If there is cause to believe a violation of this section exists, the Village Manager or designee is hereby authorized to make inspections of any premises at reasonable times with 72 hours notice to the owner or agent at the address provided in the application for the permit for the premises or, if no permit has been applied for, to the owner as shown on the latest tax rolls, and one occupant (if any), to determine if a violation exists. Upon refusal to allow entry into the dwelling, the Village may apply for a search warrant from the appropriate court for authorization to enter the dwelling.

(b) *Complaints.* All complainants shall be requested to state their names and addresses and give a statement of the facts giving rise to the complainant's belief that the

provisions of this section are being violated. Such information may be obtained orally or in writing.

Sec. 16.15.17. Penalties for violations. Any person who violates any section of this ordinance shall be subject to the issuance of a civil citation with a civil penalty in the amount of two hundred fifty dollars (\$250.00) per day. Violations of this ordinance may also be punished by a fine not to exceed five hundred dollars (\$500.00). Each day any violation or any provision of this Code shall continue, shall constitute a separate offense.

Section 3. Conflicts. That all Ordinances or parts of Ordinances, Resolutions or parts thereof in conflict herewith, be and the same are hereby repealed to the extent of such conflict.

Section 4. Severability. The provisions of this Ordinance are declared to be severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 5. Effective Date. This Ordinance shall be effective upon adoption on second reading.

The foregoing Ordinance was offered by Commissioner _____,
who moved its adoption. The motion was seconded by _____ and
upon being put to a vote, the vote was as follows:

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

John Hornbuckle, Mayor

Attest:

Ann Harper, Village Clerk

Approved as to form:

John J. Hearn, Village Attorney

Mayor Hornbuckle: _____
Vice-Mayor Mallette: _____
Commissioner Anderson: _____
Commissioner Bernard: _____
Commissioner Morris: _____

1st Reading – January 6, 2009

1
2 **RESOLUTION NO. 2009-1**
3

4 **A RESOLUTION OF THE VILLAGE COMMISSION**
5 **OF THE VILLAGE OF BISCAYNE PARK, FLORIDA,**
6 **ESTABLISHING THE FEES FOR THE ISSUANCE OF**
7 **LANDLORD PERMITS; PROVIDING FOR THE**
8 **ADOPTION OF REPRESENTATIONS; PROVIDING**
9 **FOR AN EFFECTIVE DATE**

10
11 WHEREAS, the Village Commission has adopted an ordinance providing for the issuance of
12 landlord permits; and

13 WHEREAS, it is appropriate to establish fees related to the issuance of landlord permits;
14 now, therefore

15 BE IT RESOLVED BY THE VILLAGE COMMISSION OF THE VILLAGE OF
16 BISCAYNE PARK, FLORIDA:

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

19
20 **Section 2.** The Village Commission hereby establishes fees to be charged for the
21 purpose of administering the landlord permit ordinance as follows:

22 (A) The fees for landlord permits and yearly renewals thereof shall be charged at the
23 following rates.

24
25 (1) Single Family Dwellings:

26
27 \$60.00 per year, per unit
28

29 (2) Multi-Family Dwellings with more than one units, includes apartments and
30 condominiums, etc.:

31
32 First unit: \$50.00

33 Each additional unit: \$25.00 per year, per unit
34

35 (B) An application fee of ten dollars (\$10.00) shall be assessed for the processing of a new
36 application for landlord permit.
37
38
39
40

VILLAGE OF BISCAYNE PARK
PLANNING & ZONING BOARD
MEMBERSHIP

Gage Hartung, Chairman
1029 N.E. 114th Street
Biscayne Park FL 33161
305-898-6974 cell
305-891-0910 home

Alfred Jonas
918 NE 119th Street
Biscayne Park FL 33161
305-891-5030 home
fredjonasmd@hotmail.com
Recommended by Comm. Mallette
Appointed April 10, 2007

Andrew Olis, Vice-Chairman
11935 N.E. 5th Avenue
Biscayne Park FL 33161
786-223-5151
AOLIS@Hotmail.com
Recommended by Comm. Morris

Alternate

Mario L. Rubio
12020 N.E. 5th Ave.
Biscayne Park FL 33161
786-417-3610
Appointed by Comm. Morris 11/6/07

Elizabeth P. Hornbuckle
950 N.E. 117th Street
Biscayne Park FL
786-282-7699
Appointed by Commissioner
Anderson 6/3/08

Appointments made at Commission meeting October 3, 2006
Organizational meeting October 16, 2006
Meets 1st and 3rd Mondays 7 pm in Recreation Center

----- Forwarded Message: -----

From: "Bob Anderson" <anderson11905@gmail.com>
To: "Spence Frank Bell South" <frspence@bellsouth.net>
Cc: attyhearn@aol.com
Subject: January Agenda Item
Date: Fri, 12 Dec 2008 17:58:30 +0000

Frank

Please add to the January Regular Commission meeting agenda:

Purchase of Cherry Picker (Hi Lift) for Public Works

As has been pointed about in the report generated by Kimley Horn the trimming of our tree canopy is crucial not just for hurricane preparations but to allow for increased lighting from our street lights. This would help to keep our community safer.

Unfortunately the funds do not exist for the purchase of the necessary equipment Therefore I am proposing we contact various businesses (local and national) to solicit them placing their advertising on a 24x24 inch sign (2 signs would be available one on each side) at a paid in advance price of \$6000 per sign for 2 years. Public Works Director Pratt has confirmed he can obtain a rebuilt towable hi lift that he is comfortable will do the job for \$12,000..

If we are going to provide our community and our residents with the service and quality of life they deserve the decrease in tax revenues means we have to be willing to find new ways to accomplish what we need and new sources of revenue or we will be doing without.

No purchase of equipment will be made until we have obtained the funding..

Ordinance 12.2.1 appears to permit those signs placed by the Village of Biscayne Park If the Attorney feels it is necessary we can always amend the ordinance.

--

Please E-Mail if you would like to be add or removed from this information list

Village of Biscayne Park

Commissioner

Bob Anderson

E-Mail BANDERSON@BISCAYNEPARKFL.GOV

PH 305-899-8000

IIA

----- Forwarded message -----

From: **Bob Anderson** <anderson11905@gmail.com>
Date: Sun, Dec 21, 2008 at 1:07 PM
Subject: January Agenda Item
To: Spence Frank Bell South <frspence@bellsouth.net>
Cc: Police Chief <Policechief@biscayneparkfl.gov>

Discussion of Plan For Stepped Up Code Enforcement (and timeline for implementation)

The report Kimley Horn presented at the December commission meeting showed the Northeast corner of our village to have the highest crime. To add to that already bad image on the night of Saturday December 20th there was a shooting in the 1200 block of NE 119 St.

This same area also has a high concentration of rental units which I believe due in large part to their poor condition are attracting the kind of tenant (and their friends) which add to the crime in all over our community. I constantly hear residents who live in this area talk about being afraid to go out for a walk.

I would like to task the Manager to work with our Code Officer to implement a plan to target these problem properties and their lack of property maintenance. This time no one was hurt or killed by the gunshot. Next time we might not be so lucky.

--

Please E-Mail if you would like to be add or removed from this information list
Village of Biscayne Park
Commissioner
Bob Anderson
E-Mail BANDERSON@BISCAYNEPARKFL.GOV
PH 305-899-8000

--

Please E-Mail if you would like to be add or removed from this information list
Village of Biscayne Park
Commissioner
Bob Anderson
E-Mail BANDERSON@BISCAYNEPARKFL.GOV
PH 305-899-8000

11B

12/30/2008

village clerk

From: Steve Bernard [steve@stevebernardarchitect.com]
Sent: Tuesday, December 30, 2008 2:14 PM
To: VillageClerk@BiscayneParkFl.gov; frspence@bellsouth.net; attyhearn@aol.com; policechief@biscayneparkfl.gov
Subject: Backup for Agenda Item - Village Email

VILLAGE EMAIL SYSTEM

Discussions with the Manager show that there is no consistent system of Email archiving. I believe that this goes against both State record/archive requirements as well as the Sunshine Law.

1. EMAIL ARCHIVES - All of my communication with the Manager is via Frank's private email, which is periodically deleted to allow for additional messages. I don't know how other Commissioners or Village Employees communicate via email with the Manager, but from what I have seen in forwards from Frank, they also seem to use his private Email. This does not allow an archive to be set up, which is an essential part of running the Village Business

POSSIBLE SOLUTION #1- Either have all Village Business Email to the Manager sent to an official email address (villagemanager@biscayneparkfl.gov), or include with each email a copy to the official clerk's address (VillageClerk@BiscayneParkFl.gov). The Clerk can then archive as required.

POSSIBLE SOLUTION #2- Have all Commissioners always and only use their official Village email address (sbernard@biscayneparkfl.gov). The problem with this is that it is an awkward email program, and at least once we have been asked by the Clerk to delete messages to open up storage capacity. Perhaps we can improve the system, along with the website upgrades that might be in the works.

POSSIBLE SOLUTION #3- Set up a public archive, so that any and all official emails can be searched and accessed. This can work via the Village Website.

2. VILLAGE "E-NEWS" - We have no regular Village "E-news" sent to notify residents of upcoming events/meetings, even though we have the ability to do so. This should come from the Village, and not any particular Commissioner or Mayor, and should simply be notification and explanation of newly passed Ordinances. As an example, there are still many people who are not aware of the Home Business License required, even though it was passed over a year and a half ago.

3. WENS - This system, if not entirely operational yet, is the perfect emergency notification system, and we should be encouraging all residents to sign up. Once the Chief has a text enabled cell phone, he can send one email out to everyone who is registered via email or cell phone. Let's make this a priority to get in place.

4. VILLAGE NEWSLETTERS - I think we might have skipped 2 newsletters so far, and we need much better communication with our residents. We may be able to increase our "E-News" membership if we also offer a regular Newsletter via E-News.

5. SUNSHINE LAW - As I understand it, Commissioners and Committee Members are allowed limited email communication, but since we are all gun-shy about getting into trouble, we are not being as effective as possible. The Village Attorney should put together rules regarding Emails, so that we can be sure we are not either breaking the Sunshine Law, or missing out on the ability to communicate with each other as allowed by the law.

11C

village clerk

From: Steve Bernard [steve@stevebernardarchitect.com]
Sent: Tuesday, December 30, 2008 2:11 PM
To: VillageClerk@BiscayneParkFl.gov; frspence@bellsouth.net; attyhearn@aol.com
Subject: Backup for Agenda Item - Village Website

VILLAGE WEBSITE IMPROVEMENTS

One of the recommendations of the RAB was the regular updating of our website as a means to advertise Rec Center Events, but we ought to be doing this for all events and meetings. As I understand it, we have for the past few years been relying on a combination of Village employees and outside consultants, but it has not worked well. We can do more with our website, including:

1. Regularly updated calendars of events
2. Video Streaming of Commission Meetings
3. Separate Commission Meeting Agendas from Minutes. Currently, someone has to search through Agenda Backups to find previous minutes. How can someone possibly know that the minutes for the September Meeting is found in the November Meeting?
4. Interactivity for permits and bills
5. A 'Resident's Guide' directed towards current and prospective residents
6. Policy and Procedures, once completed
7. Minutes and reports from Committees
8. There are obviously more items that can be added, a quick glance at virtually any other city can give us the ability to pick and choose what works for us.

While we have had a very generous offer from a resident to do this work for free, this is not a volunteer job - it takes discipline and direction from the Village. Once set up, it shouldn't take more than a half hour a week to update, but nothing will be updated by anyone unless Village Staff takes the time to think ahead and prepare a consultant with the proper information.

This is the public face that Biscayne Park shows the world, and the ultimate goal should be to inform our residents and entice prospective buyers.

In order to make this happen, we should solicit at least 3 proposals from webmasters, and have the Manager select the most responsive candidate. Before we say that we can't afford to project a professional image, to be proactive, and to utilize a simple means of communication, let's at least see what it will cost us.