



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

Mayor and Commission

Roxanna Ross
Mayor

Albert Childress
Vice Mayor

Robert "Bob" Anderson
Commissioner

Steve Bernard
Commissioner

Bryan Cooper
Commissioner

Ana Garcia
Village Manager

John J. Hearn
Village Attorney

Maria Camara
Village Clerk

AGENDA
REGULAR COMMISSION MEETING
Ed Burke Recreation Center - 11400 NE 9th Court
Biscayne Park, FL 33161
Tuesday, June 8, 2010 at 6:30PM



Indicates documents are attached to this agenda.

- 1 **Call to Order**
- 2 **Roll Call**
- 3 **Pledge of Allegiance**
- 4 **Presentations**
 - 4.a  Arbor Day Proclamation - July 17, 2010
 - Police Chief Mitch Glansberg: Presentation and recognition of
 - 4.b Biscayne Park police officers for multiple burglary arrests in May.
- 5 **Additions, Deletions or Withdrawals to Agenda**
- 6 **Public Comments Related to Agenda Items / Good & Welfare**
- 7 **Consent Agenda**
 - 7.a  Approval of Minutes
> March 2, 2010 Regular Commission Meeting
 - 7.b  **Resolution 2010-13**
A RESOLUTION OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA, AUTHORIZING THE APPROPRIATE VILLAGE OFFICIALS TO **EXECUTE THE AGREEMENT FOR THE RECREATION CENTER HARDENING PROJECT BETWEEN THE VILLAGE AND BEJAR CONSTRUCTION. INC.**; PROVIDING FOR AN EFFECTIVE DATE

 7.c **Resolution 2010-17**
A RESOLUTION OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA, AUTHORIZING THE APPROPRIATE VILLAGE OFFICIALS TO EXECUTE THE AGREEMENT **FOR TREE TRIMMING AND PRUNING SERVICES TO NOVO ARBOR**; PROVIDING FOR AN EFFECTIVE DATE

 7.d **Resolution 2010-18**
A RESOLUTION OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA, AUTHORIZING THE APPROPRIATE VILLAGE OFFICIALS TO EXECUTE THE AGREEMENT **FOR TREE PLANTING AND INSTALLATION TO AQUATIC LANDSCAPING DESIGN**; PROVIDING FOR AN EFFECTIVE DATE

Federal Forfeiture Funds Expenditure to be utilized by the Police
7.d Department's Crime Prevention initiatives.

8 Public Hearings

9 Ordinances - FIRST READING

 9.a **Ordinance 2010-5**
AN ORDINANCE OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA AMENDING THE MUNICIPAL CODE OF THE VILLAGE BY ADOPTING **COMPREHENSIVE PROCEDURES GOVERNING COMMISSION MEETINGS**; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION; PROVIDING FOR AN EFFECTIVE DATE

 9.b **Ordinance 2010-9**
AN ORDINANCE OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA, AMENDING CHAPTER 6, PUBLIC FACILITIES AND SERVICES, SECTION 6.3.2 OF THE MUNICIPAL CODE RELATING TO **GARBAGE CONTAINERS**; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION; PROVIDING FOR AN EFFECTIVE DATE

 9.c **Ordinance 2010-10**

AN ORDINANCE OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA, REPEALING CHAPTER 16, DIVISION 2 ENTITLED "ELECTRICITY, METERED AND BOTTLED GAS", SECTIONS 16-16 THROUGH 16-24 IN THEIR ENTIRETY; REPEALING CHAPTER 16, DIVISION 3 ENTITLED "TELECOMMUNICATIONS", SECTIONS 16-31 THROUGH 16-36 IN THEIR ENTIRETY; DELETING THE REFERENCE TO DIVISION 1 OF CHAPTER 16 ENTITLED "GENERALLY"; CREATING NEW SECTIONS 16-12 THROUGH 16-19 RELATING TO **MUNICIPAL PUBLIC SERVICE TAX**; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION; PROVIDING FOR AN EFFECTIVE DATE

Ordinances - SECOND READING

 9.d **Ordinance 2010-4**

AN ORDINANCE OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA AMENDING THE MUNICIPAL CODE OF THE VILLAGE OF BISCAYNE PARK BY ADOPTING A **CODE OF CONDUCT** FOR ALL ELECTED OFFICIALS, BOARD MEMBERS AND VILLAGE EMPLOYEES; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION; PROVIDING FOR AN EFFECTIVE DATE.

 9.e **Ordinance 2010-8**

AN ORDINANCE OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA, **AMENDING SECTION 15.1.10 ENTITLED "FINES; LIENS" OF THE VILLAGE OF BISCAYNE PARK LAND DEVELOPMENT CODE**; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION; PROVIDING FOR RENUMBERING; PROVIDING FOR AN EFFECTIVE DATE

10 Resolutions

 10.a Resolution 2010-14

A RESOLUTION OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA, AUTHORIZING THE APPROPRIATE VILLAGE OFFICIALS TO **EXECUTE THE AGREEMENT FOR STORMWATER SERVICES PHASE III BETWEEN THE VILLAGE AND TRW CONTRACTING, INC.;** PROVIDING FOR AN EFFECTIVE DATE

11 Old Business

 11.a Village Manager Garcia: Status of ARRA Grant

 11.b Quarterly report on properties with fines - Sira Ramos, Code Enforcement Officer

 11.c Commissioner Bernard: Formal Manager Evaluations

12 New Business

 12.a Police Chief Glansberg: Cops Hiring and Recovery Program under the American Recovery and Reinvestment Act.

12.b Commissioner Anderson: Discussion on Commissioner Cooper's questions at the April 27th Special Commission Meeting regarding whether commissioners or staff had received monies from FPL. *(Moved from 5/4/2010 meeting.)*

 12.c Commissioner Cooper: Discussion of Commissioner Cooper's questions - which went unanswered - at the April 27th Special Commission meeting regarding whether "*commissioners or staff had received, or planned to receive in the future*", monies from FPL. **(In light of the questionable and documented influence of FPL on local government decision making in SE Florida).**

 12.d Commissioner Bernard: Sanitation Budget Review

 12.e Commissioner Bernard: Resident Notification Procedures

13 Final Public Comments

14 Reports

14.a Committee Reports

- i > Parks & Parkway Advisory Board
- ii > Code Review Board

14.b Village Attorney

14.c Village Manager

 > Natural Disaster & Emergency Operations Plan (*handout at meeting*)
> Budget Calendar
> Tentative schedule for:
> Tue, 6/15/2010 at 6:30PM Recreation Center Hardening Project Groundbreaking
> Sat, 7/17/2010 at 10:00AM Public Works Building Ribbon Cutting Ceremony
> Art in Public Places

14.d Commissioner Comments

- > Vice Mayor Al Childress
- > Commissioner Bob Anderson

- > Commissioner Steve Bernard
- > Commissioner Bryan Cooper
- > Mayor Roxanna Ross

15 Announcements

All public meetings are held at the Ed Burke Recreation Center,
11400 NE 9th Court, Biscayne Park.

Wednesday, June 9th at 7:00PM - Recreation Advisory Board

Thursday, June 10th at 7:00PM - Ecology Board

Tuesday, June 15th at 7:00PM - Code Enforcement Board

Wednesday, June 16th at 6:00PM - Parks & Parkway Advisory Board

Monday, June 21st at 6:30PM - Planning & Zoning

Tuesday, June 22nd at 7:00PM - Code Review Board

Please visit our website regularly at biscayneparkfl.gov and click on the Calendar of Meetings & Events to view the full schedule. We have also added a new section called Hurricane Season 2010 which has useful information for all residents.



16 Adjournment

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

In accordance with the Americans with Disabilities Act of 1990, persons needing special accomodation 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.

Arbor Day Proclamation

Whereas, in 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees, and

Whereas, the holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, and

Whereas, Arbor Day is now observed throughout the nation and the world, and

Whereas, trees can reduce the erosion of our precious topsoil by wind and water, lower our heating and cooling costs, moderate the temperature, clean the air, produce oxygen and provide habitat for wildlife, and

Whereas, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products, and

Whereas, trees in our Village increase property values, enhance the economic vitality of business areas, and beautify our community, and

Whereas, trees, wherever they are planted, are a source of joy and spiritual renewal.

NOW THEREFORE, I, Roxanna Ross, Mayor of the Village of Biscayne Park, do hereby proclaim July 17th, 2010, as

ARBOR DAY

in the Village of Biscayne Park, and I urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands, and

Further, I urge all citizens to plant and care for trees to gladden the heart and promote the well-being of this and future generations.

Dated this 8th day of June in the year 2010.

Mayor Roxanna Ross



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June 2, 2010

MEMORANDUM

From: Maria Camara, Village Clerk

Re: Changes to the Minutes for the March 2nd, 2010 Commission Meeting

Attached please find changes and/or additions to the minutes submitted by Mayor Ross and Commission Cooper.

Please review and approve to include.

Thank you.

MEMO TO: Clerk Maria Camara
FROM: Mayor Roxanna Ross
RE: March 2, 2010 Meeting Minutes

Please include the following comments to the above-referenced minutes:

03/02/2010: Under First Reading of Ordinance 2010-7 – FPL Franchise:

FPL representatives Aletha Player and Ken Rubin also spoke on the ordinance and the negotiations that took place. Ken Rubin noted:

- a) He has been negotiating this franchise for 3 years with Village Attorney John Hearn, for whom he has tremendous respect.
- b) The ability to generate and use power is specifically provided by Fla. Stat. sec. 366 and Fla. Adm. Code 25-6-065, which regulates “net metering.”
- c) With regard to generating power, Sec. 8 was crafted to address the Village’s concerns, specifically stating that the Village is not prohibited from generating power, storage and distribution for its own use, through its own lines.
- d) Another negotiated term specifically states that: This agreement does not affect any rights which the Village may otherwise possess with respect to the siting of FPL transmission lines.

Ordinance 2009-3 - Second Reading

AN ORDINANCE OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA ADOPTING ITS **2008-2025 WATER SUPPLY FACILITIES WORK PLAN**; AMENDING THE VILLAGE OF BISCAYNE PARK'S COMPREHENSIVE PLAN TO STRENGTHEN COORDINATION BETWEEN WATER SUPPLY AND LOCAL LAND USE PLANNING BY AMENDING THE TEXT CONTAINED IN THE FUTURE LAND USE, INFRASTRUCTURE, CONSERVATION, INTERGOVERNMENTAL COORDINATION AND THE CAPITAL IMPROVEMENT ELEMENTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT; PROVIDING FOR AN EFFECTIVE DATE.

Note: First reading was in February 3, 2009.

Attorney Hearn read the title of the ordinance.

Alex David of Bell David Planning Group provided an explanation of the documents provided.

Mayor Ross opened the public hearing:
Tracy Truppman - concerned with water quality.

After discussion from the Commission with specific concerns of the reverse osmosis issue that comes from North Miami's water plan, Attorney Hearn suggested that Alex David discuss if we can make a change to our plan to detach the reverse osmosis with the regulatory agencies and come back with the response at the next meeting.

The following is the text that Commissioner Cooper requests to replace the above paragraph:

Commissioner Cooper identified that Biscayne Park residents were inappropriately going to have to pay for a North Miami reverse osmosis plant, whose need is highly questionable when looking at population and water usage amounts in the planning documents. With subsequent discussion by the Commission, Attorney Hearn and Alex David, the attorney suggested that Alex David discuss if we can make a change to our plan to detach the reverse osmosis with the regulatory agencies and come back with the response at the next meeting.

Additionally, Commissioner Anderson directed the Manager to verify with the City of North Miami whether there is a budgeted line item in their budget on the water surcharge.

A motion made by Vice Mayor Childress to continue the 2nd reading of Ordinance No. 2009-3 with a date certain of April 6, 2010. It was seconded by Commissioner Bernard.

The motion was called to a vote:

All in favor: Mayor Ross, Vice Mayor Childress and Commissioner Anderson, Commissioner Bernard and Commissioner Cooper.



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June 2, 2010

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

From: Ana Garcia, Village Manager

Re: Resolution No. 2010-13 Agreement for the Recreation Hardening and Improvement Project

Background Analysis:

The Village of Biscayne Park entered into an agreement with the State of Florida, Division of Emergency Management on December 15, 2009, to receive a state funded sub-grant in the amount of \$60,000 for the hardening of the existing Ed Burke Recreation Center facility; and an agreement with the Safe Neighborhood Parks Bond Program on December 1, 2009, to receive a matching grant in the amount of \$55,000 for renovations and improvement of the existing Ed Burke Recreation Center facility.

A request for bids for these two projects combined was done in March, and a total 16 vendors requested copies of the plans and bid documents. By the closing of the bid process, a total of seven (7) proposals were received. Based on a careful review of each bid to verify all requirements were met, the lowest bid was from Bejar Construction, Inc. Their required bid documents were reviewed by both our engineer, Arbab Engineering, and our Attorney, John Hearn.

Additionally, references were also verified for work done by Bejar Construction in other municipalities. In the case of Town Manager Alex Diaz of Golden Beach, he stated Bejar Construction has worked on several of their projects, both new construction and restoration and he was extremely impressed and satisfied.

Fiscal/ Budgetary Impact:

Bejar's bid for the combined project is \$123,500.00. As explained above, this will be covered by the two grants.

Recommendation:

Manager recommends approval.



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MINUTES

REGULAR COMMISSION MEETING

**Ed Burke Recreation Center - 11400 NE 9th Court
Biscayne Park, FL 33161**

Tuesday, March 2, 2010

1 Call to Order

2 Roll Call

Mayor Roxanna Ross called the meeting to order at 7:06PM. In addition to Mayor Ross, present were Vice Mayor Albert Childress, Commissioner Bob Anderson, Commissioner Steve Bernard, and Commissioner Bryan Cooper. Present from staff were Ana Garcia, Village Manager, Maria Camara, Village Clerk, John Hearn, Village Attorney, Police Chief Mitchell Glansberg, Public Works Director Bernard Pratt, and Recreation Coordinator Issa Thornell.

3 Pledge of Allegiance

Participants from Biscayne Park's Youth Flag Football led the pledge of allegiance, which was then followed by a moment of silence. The Mayor asked everyone to remember long time residents Lew Twitchell and Anne Patterson who had recently passed away.

4 Presentations

Recreation Coordinator Issa Thornell presented trophies to participants of Biscayne Park's Youth Flag Football.

March 2, 2010 was proclaimed as Charles Touchstone day, honoring Mr. Touchstone for his 32 years of service in the Public Works Department and in his retirement.

5 Additions, Deletions or Withdrawals to Agenda

All agenda items related to Bell David Planning Group to be discussed together. Items 9d and 9e (ordinances 2010-4 and 2010-5) were moved to the next meeting scheduled for March 16, 2010.

Item 9a (ordinance 2010-3) Item will be presented by Bell David Planning Group today, but detailed discussion for first reading will be moved to the next meeting scheduled for March 16, 2010.

Item 12b (Commissioner Cooper's discussion on supporting environmental issues) moved to the next meeting scheduled for March 16, 2010.

Public Comments Related to Agenda Items

Dan Keys - general comments on "New Business" items.

Jordan Leonard, Council Member for Bay Harbor Island - spoke on FPL agreement.

- 7 **Consent Agenda** (Motion to be made for all as one or remove for discussion)
The minutes for the February 2, 2010 Commission meeting was pulled from the consent agenda and moved to the next regular commission meeting on April 6, 2010. Motion made by Vice Mayor Childress to approve item 7.b only, Receipt of 1st Quarter Financials as of Dec. 31, 2009. It was seconded by Commissioner Anderson.

The motion was called to a vote:

All in favor: Mayor Ross, Vice Mayor Childress and Commissioner Anderson, Commissioner Bernard and Commissioner Cooper.

Motion carries 5/0.

Item 7 above took place after the reading of ordinances, item 9.

- 8 **Public Hearings**
None

- 9 **Ordinance 2010-3 - First Reading**

AN ORDINANCE OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA ADOPTING THE EVALUATION AND APPRAISAL REPORT BASED AMENDMENTS TO THE COMPREHENSIVE PLAN; AUTHORIZING TRANSMITTAL TO REVIEW AGENCIES; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE

Attorney Hearn read the title of the ordinance.

Jerry Bell of Bell David Planning Group gave an explanation of the process and timeline. Looking to get authorization from the Commission to transmit to the state at first reading, then come back in 60 days with a report, make changes based on the report, and finally come back at second reading with updates. Needs to have second reading done by June.

Mayor Ross opened the public hearing for those wishing to speak on the Comp Plan: Barbara Kuhl - concerned with access to all of the information relating to the Comp plan, and that there are too many specifics and should be more general.

Dan Keys - did not have access to original EAR and unable to make comparisons. Concerned that it is too specific.

Karen Cohen - Same concerns and not sure where the amendments came from and that there are too many specifics.

Mike McGwinn - echo the same comments. Appreciate the opportunity to review the origins of what has been presented.

A motion made by Vice Mayor Childress to continue the 1st reading of Ordinance No. 2010-3 with a date certain of March 16, 2010, at 7:30PM. It was seconded by Commissioner Anderson.

The motion was called to a vote:

All in favor: Mayor Ross, Vice Mayor Childress and Commissioner Anderson, Commissioner Bernard and Commissioner Cooper.

Motion carries 5/0.

A second motion made by Commissioner Bernard requesting that the original Comp plan and EAR documents are added to the website, as well as hard copies available at Village Hall. It was seconded by Commissioner Cooper.

The motion was called to a vote:

All in favor: Mayor Ross, Vice Mayor Childress and Commissioner Anderson, Commissioner Bernard and Commissioner Cooper.

Motion carries 5/0.

Ordinance 2010-6 - First Reading

AN ORDINANCE OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA ACCEPTING THE 5-YEAR CAPITAL IMPROVEMENT PLAN OUTLINING SPECIFIC PROJECTS, SUBJECT TO ANNUAL REVIEW; PROVIDING FOR AN EFFECTIVE DATE

Attorney Hearn read the title of the ordinance.

Jerry Bell of Bell David Planning Group provided a brief explanation.

Attorney Hearn explained a correction to section 2, subsection 4, which will be made and corrected for second reading.

Mayor Ross opened the public hearing, but there were none.

A motion made by Commissioner Bernard to approve at first reading. It was seconded by Commissioner Anderson.

The motion was called to a vote:

Commissioner Bernard - yes

Vice Mayor Childress - yes

Commissioner Anderson - yes

Commissioner Cooper - yes

Mayor Ross - yes

Motion carries 5/0.

Ordinance 2009-3 - Second Reading

AN ORDINANCE OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA ADOPTING ITS **2008-2025 WATER SUPPLY FACILITIES WORK PLAN**; AMENDING THE VILLAGE OF BISCAYNE PARK'S COMPREHENSIVE PLAN TO STRENGTHEN COORDINATION BETWEEN WATER SUPPLY AND LOCAL LAND USE PLANNING BY AMENDING THE TEXT CONTAINED IN THE FUTURE LAND USE, INFRASTRUCTURE, CONSERVATION, INTERGOVERNMENTAL COORDINATION AND THE CAPITAL IMPROVEMENT ELEMENTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT; PROVIDING FOR AN EFFECTIVE DATE.

Note: First reading was in February 3, 2009.

Attorney Hearn read the title of the ordinance.

Alex David of Bell David Planning Group provided an explanation of the documents provided.

Mayor Ross opened the public hearing:
Tracy Truppmann - concerned with water quality.

After discussion from the Commission with specific concerns of the reverse osmosis issue that comes from North Miami's water plan, Attorney Hearn suggested that Alex David discuss if we can make a change to our plan to detach the reverse osmosis with the regulatory agencies and come back with the response at the next meeting.

Additionally, Commissioner Anderson directed the Manager to verify with the City of North Miami whether there is a budgeted line item in their budget on the water surcharge.

A motion made by Vice Mayor Childress to continue the 2nd reading of Ordinance No. 2009-3 with a date certain of April 6, 2010. It was seconded by Commissioner Bernard.

The motion was called to a vote:

All in favor: Mayor Ross, Vice Mayor Childress and Commissioner Anderson, Commissioner Bernard and Commissioner Cooper.

Motion carries 5/0.

Item 11a from Old Business was moved to discuss at this point.

Alex David from Bell David Planning Group provided an update on the issues brought forward to the City of North Miami's Future Land Use. Mr. David reviewed the letter from Maxine Calloway, Director of Community Planning & Development for the City of North Miami to the Village that addressed those issues.

Ordinance 2010-7 - First Reading

AN ORDINANCE OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNEPARK, FLORIDA, GRANTING **FLORIDA POWER & LIGHT COMPANY**, ITS SUCCESSORS AND ASSIGNS A NON EXCLUSIVE 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.

Attorney Hearn read the title of the ordinance and provided a brief history on this particular ordinance and a summary of the negotiations with FPL.

Mayor Ross opened the public hearing and the following spoke on this ordinance:

Barry White (Kendall resident representing CASE)

Carmen Di Bernardi

Karen Cohen

Chester Morris

Gaspar Gonzalez

Tracy Truppmann

Dan Keys

Bob Kopsik

Michael Speventa

John Holland

The Commission had discussion on the ordinance, followed by comments by the Village Manager. FPL representatives Aletha Player and Ken Rubin also spoke on the ordinance and the negotiations that took place.

A motion made by Vice Mayor Childress to accept the Manager's recommendation and to approve at first reading. It was seconded by Commissioner Anderson.

The motion was called to a vote:

Vice Mayor Childress - yes

Commissioner Anderson - yes

Commissioner Cooper - no

Commissioner Bernard - no

Mayor Ross - yes

Motion carries 3/2

Ordinance 2010-1 - Second Reading

AN ORDINANCE OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA AMENDING CHAPTER 11 ENTITLED "OFFENSES AND MISCELLANEOUS PROVISIONS" BY CREATING NEW ARTICLE VI, ENTITLED "**STREET ADDRESS DISPLAY**"; PROVIDING FOR PENALTY; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE

Attorney Hearn read the title of the ordinance and provided a brief summary of the changes made since the first reading.

Mayor Ross opened the public hearing:

Fred Jonas - spoke on where the the numbering is located.

Dan Keys - can the street address be on the right of way.

A motion made by Vice Mayor Childress to accept approve at second reading seeing that the language of the ordinance was sufficient and clear. It was seconded by Commissioner Cooper.

The motion was called to a vote:

Commissioner Cooper - yes

Commissioner Bernard - yes

Vice Mayor Childress - yes

Commissioner Anderson - yes

Mayor Ross - yes

Motion carries 5/0

Ordinance 2010-2 - Second Reading

AN ORDINANCE OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA AMENDING CHAPTER 2, ADMINISTRATION, ARTICLE III, ENTITLED, "**COMMISSIONS, BOARDS AND COMMITTEES**"; REPEALING ORDINANCE 2008-8 AND CREATING NEW SECTION 2-30 OF THE CODE OF ORDINANCES OF THE VILLAGE OF BISCAYNE PARK ENTITLED "GENERAL RULES AND POLICIES"; AMENDING EXISTING SECTION 2-31 OF THE CODE OF ORDINANCES OF THE VILLAGE OF BISCAYNE PARK, ENTITLED, "BOARD OF PARKS AND PARKWAYS"; AMENDING EXISTING SECTION 2-32 OF THE CODE OF ORDINANCES OF THE VILLAGE OF BISCAYNE PARK, ENTITLED, "ECOLOGY BOARD"; REPEALING ORDINANCE 2008-7 AND CREATING A NEW SECTION 2-34 OF THE CODE OF ORDINANCES OF THE VILLAGE OF BISCAYNE PARK, ENTITLED, "RECREATION ADVISORY BOARD"; REPEALING ORDINANCE 2008-4; PROVIDING FOR AMENDMENT TO THE APPLICABLE CURRENT CODE SECTIONS WITH REFERENCE TO THIS ORDINANCE AND PROVIDING THAT PROVISIONS OF THE CURRENT CODE, TO THE EXTENT THAT THEY ARE IN CONFLICT WITH THIS ORDINANCE, SHALL BE REPEALED; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EF

Attorney Hearn read the title of the ordinance and provided a brief summary of the changes made since the first reading.

Mayor Ross opened the public hearing:

Dan Keys - does not see value of having alternates on the board, concerned with restriction on family members, and add definition of excused absences.

Barbar Kuhl - concerned with restriction on family members.

The Commission had discussion on the ordinance. During the discussion, the following changes were put to a vote:

1. Keep the definition as is for *Relative*. (section 2-30 A.3)

All in favor: Mayor Ross, Commissioner Cooper, Commissioner Bernard.

All opposed: Commissioner Anderson and Vice Mayor Childress

2. Add "or if another relative is on that board or committee." to *Prohibition of appointment of relatives (section 2-30 B.2)*

All in favor: Mayor Ross, Commissioner Cooper, Commissioner Bernard.

All opposed: Commissioner Anderson and Vice Mayor Childress

3. Leave the language as is to receive minutes within sixty (60) days after meeting. (*section 2-30 E.4.c*).

All in favor: Commissioner Anderson, Vice Mayor Childress, Commissioner Bernard, and Mayor Ross.

All opposed: Commissioner Cooper.

4. Add "and supporting documentation to the extent available." to the written agenda (*section 2-30 E.4.b*).

All in favor: Commissioner Anderson, Vice Mayor Childress, Commissioner Bernard, Mayor Ross and Commissioner Cooper.

A motion made by Commissioner Cooper to approve at second reading with the changes discussed. It was seconded by Commissioner Bernard.

The motion was called to a vote:

Commissioner Bernard - yes

Vice Mayor Childress - yes

Commissioner Anderson - no

Commissioner Cooper - yes

Mayor Ross - yes

Motion carries 4/1

10 Resolutions

None

11 Old Business

See above, item 11.a.

11.b - Discussion of replacement of Board Members

The Commission discussed the replacements and several appointments were made to the boards, but some were still pending as they were not sure on which of the current members needed to be replaced.

Direction given to invite all current members, newly appointed members, and those residents being considered for appointment to the Ethics Training on March 16, 2010. Appointments would then be finalized after that.

12 New Business

Commissioner Cooper moved item 12.a-Discussion of past official Village reports/plans to the next regular Commission meeting on April 6, 2010.

13 Good and Welfare (Public)

< None >

14

Reports

14.a - Committee Reports:

Parks & Parkway - Dan Keys: Following up on the reimbursement of supplies to Lynn Fisher on the Owl House Project.

14.b - Village Attorney Comments:

None except for a reminder that Robert Meyers is confirmed for the Ethics training on March 16, 2010.

14.c - Village Manager Comments:

Requesting consensus to proceed with getting state designation of northeast Sixth Avenue and for the Commission to consider naming suggestions. All in favor.

Discussion on traveling to Tallahassee during legislative session and provided the topics to be discussed. Commissioner Anderson made a motion that the cost of travel not to exceed \$3,000. Seconded by Vice Mayor Childress. All in favor.

14.d - Commissioner Comments:

Commissioner Bernard - remembering resident Lew Twitchell that recently passed away.

15

Announcements - All public meetings are held at the Ed Burke Recreation Center, 11400 NE 9th Court, Biscayne Park.

Monday, March 15th - Planning & Zoning at 6:30PM

Tuesday, March 16th - Ethics Training for staff, board and committee members at 6:00PM

Tuesday, March 16th - Special Commission Meeting at 7:30PM

Wednesday, March 17th - Parks & Parkway Advisory Board at 6:00PM

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Adjournment

Motion made to adjourn by Vice Mayor Childress and seconded by Commissioner Anderson. All in favor.

Commission approved _____

Attest:

Roxanna Ross, Mayor

Maria Camara, Village Clerk



Village of Biscayne Park

640 NE 114th Street
Biscayne Park, FL 33161

Tel: 305 899 8000

Fax: 305 891 7241

Mayor and Commission

Roxanna Ross
Mayor

Albert Childress
Vice Mayor

Robert "Bob" Anderson
Commissioner

Steve Bernard
Commissioner

Bryan Cooper
Commissioner

Ana Garcia
Village Manager

John J. Hearn
Village Attorney

Maria Camara
Village Clerk

June 2, 2010

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

From: Ana Garcia, Village Manager

Re: Resolution No. 2010-13 Agreement for the Recreation Hardening and Improvement Project

Background Analysis:

The Village of Biscayne Park entered into an agreement with the State of Florida, Division of Emergency Management on December 15, 2009, to receive a state funded sub-grant in the amount of \$60,000 for the hardening of the existing Ed Burke Recreation Center facility; and an agreement with the Safe Neighborhood Parks Bond Program on December 1, 2009, to receive a matching grant in the amount of \$55,000 for renovations and improvement of the existing Ed Burke Recreation Center facility.

A request for bids for these two projects combined was done in March, and a total 16 vendors requested copies of the plans and bid documents. By the closing of the bid process, a total of seven (7) proposals were received. Based on a careful review of each bid to verify all requirements were met, the lowest bid was from Bejar Construction, Inc. Their required bid documents were reviewed by both our engineer, Arbab Engineering, and our Attorney, John Hearn.

Additionally, references were also verified for work done by Bejar Construction in other municipalities. In the case of Town Manager Alex Diaz of Golden Beach, he stated Bejar Construction has worked on several of their projects, both new construction and restoration and he was extremely impressed and satisfied.

Fiscal/ Budgetary Impact:

Bejar's bid for the combined project is \$123,500.00. As explained above, this will be covered by the two grants.

Recommendation:

Manager recommends approval.

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RESOLUTION NO. 2010-13

**A RESOLUTION OF THE VILLAGE COMMISSION OF THE
VILLAGE OF BISCAYNE PARK, FLORIDA, AUTHORIZING
THE APPROPRIATE VILLAGE OFFICIALS TO EXECUTE
THE AGREEMENT FOR THE RECREATION CENTER
HARDENING PROJECT BETWEEN THE VILLAGE AND
BEJAR CONSTRUCTION. INC.; PROVIDING FOR AN
EFFECTIVE DATE**

WHEREAS, the Village of Biscayne Park entered into an agreement with the State of Florida, Division of Emergency Management on December 15, 2009, to receive a state funded sub-grant in the amount of \$60,000 for the hardening of the existing Ed Burke Recreation Center facility; and

WHEREAS, the Village of Biscayne Park entered into an agreement with the Safe Neighborhood Parks Bond Program on December 1, 2009, to receive a matching grant in the amount of \$55,000 for interior renovations of the existing Ed Burke Recreation Center facility; and

WHEREAS, the Village of Biscayne Park issued a Request for Bids for Phase II Alterations and Phase II Miscellaneous Repairs to the Ed Burke Recreation Center on March 1, 2010; and

WHEREAS, the Village received a total of seven (7) proposals; and

WHEREAS, negotiations pertaining to the services to be performed were undertaken in accordance with the Consultant Competitive Negotiation Act (CCNA), Section 287.055, Florida Statutes; and

WHEREAS, staff recommends that the contract be awarded to Bejar Construction, Inc.; and

AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____ 2010, between VILLAGE OF BISCAYNE PARK , a Florida municipal corporation, (hereinafter referred to as "Village"), located at 640 Northeast 114th Street, Biscayne Park, Florida and Bejar Construction, Inc., a Florida corporation (hereinafter referred to as "Contractor"), located at 6326 SW 191st Avenue, Pembroke Pines, Florida for Phase II Alterations and Phase II Miscellaneous Repairs and all related items specified in the plans and specifications at The Ed Burke Park Recreation Center (hereinafter referred to as the "Property"), in accordance with the Contract Documents, hereinafter defined.

That the Village and Contractor for the consideration hereinafter named, agree as follows:

ARTICLE 1

THE CONTRACT DOCUMENTS

The contract documents are enumerated with the following order of priority:

- A.) This Agreement;
- B.) Exhibits "A" through "H" of the Bid Documents
- C.) Any written interpretations and modifications of the Contract Documents to be made from time to time by the Village's Representative, as hereinafter provided in this Agreement.

Any of the Contract Documents not attached hereto are hereby incorporated by reference and shall be deemed to be of the same force and effect as if actually attached hereto.

ARTICLE 2

SCOPE OF WORK

The work to be performed consists of "Phase II Alteration and "Phase II Miscellaneous Repairs".

Phase II Alteration includes strengthening of the existing building by installation of new reinforcing at the exterior walls of this facility as shown on plans, modifications and strengthening of the roof joists, including anchoring the bearing ends of the existing wood joists to the existing tie beams by new metal straps, installation of new impact resistance windows and doors as shown on plans, exterior and interior painting of the building, removing and replacing the existing double ceiling at the area that the roof joist

will be modified, including replacing the light fixtures in this area to match existing and all related items specified on plans and specifications.

Phase II Miscellaneous Repair, includes re-roofing of the existing building, new kitchen counter and window, replacing existing floor tiles with new ceramic or vinyl tiles in the game room, new handicap door, new awning above the new kitchen counter and all related items specified on plans and specifications.

The Contractor will provide all materials, supervision, labor, tools and equipment necessary to carry out the work in strict accordance with the Contract Documents, and perform all work that is reasonably inferable there from as being necessary to accomplish the intent of the Contract Documents, and as required by all applicable laws, ordinances and rules and regulations and any amendments thereto. The work to be performed shall hereinafter be referred to as the "Work." Contractor is responsible for providing generator as part of his contract at the job site to provide electricity for his tools to complete the work.

ARTICLE 3

TIME OF COMMENCEMENT & COMPLETION

The Work to be performed under this Agreement shall be commenced within twenty one (21) days of the date that Village notifies Contractor to commence the Work, unless otherwise approved in writing by the Village for the extension of Work Commencement. The work shall be completed within One Hundred and Twenty (120) calendar days from the date of commencement subject to any authorized extensions of time as set forth in Article 8 of this Agreement. All Work shall be performed in an expeditious manner.

ARTICLE 4

PAYMENTS

In no event shall any payments be made until after the Notice of Commencement has been duly completed and recorded in accordance with governing authority and a certified copy has been posted prominently upon the Property. Thereafter, payments shall be made in accordance with the following schedule:

4.1 Thirty days following the commencement of the work and every thirty days thereafter until the completion of the works the Contractor shall submit to the Village Manager a request for a progress payment supported by the following: A) a sworn and certified progress payment affidavit which recites that all laborers, material suppliers and subcontractors dealing with the Contractor have been paid in full up through the date of the affidavit, B) partial releases of lien from Contractor and any lienors serving a notice to owner to Village prior to payment, C) evidence that payment of any indebtedness incurred with respect to the Work of Contractor, as may be required

by Village, and D) evidence that all Work has been performed as required pursuant to the Contract Documents up to the time of the request for payment. Prior to issuance of any progress payments, the Work shall be inspected by the Village's Representative and any governing authorities as may be required.

4.2 Upon compliance with the requirements of Article 4.1 the Village shall pay 90% of the progress payment to the Contractor but the Village may, in its discretion, make all or any portion of any progress payment by check payable jointly to the order of Contractor and any lienor giving timely notice, or may make such payment directly to such lienor and deduct said sum from the balance then due Contractor. The retained amount shall be held by the Village and paid as a Final Payment pursuant to the terms of Article 5.

4.3 Payments may be withheld on account of (1) defective Work not remedied, (2) claims or liens filed, (3) failure of the Contractor to make payments properly to subcontractors or for labor, materials, or equipment, (4) failure to provide waivers of lien for all lienors giving notices, (5) damage to the Village's property, (6) failure of the Work to progress satisfactorily or according to schedule, or (7) failure to carry out the Work in accordance with the Contract Documents.

4.4 No payments made under this Agreement shall be evidence of performance of this Agreement, either wholly or in part, and no payment including final payment shall be construed to be an acceptance of defective Work or improper materials, nor shall use of the Work by the Village constitute acceptance of the Work hereunder or any part thereof.

ARTICLE 5

FINAL PAYMENT

5.1 The Village shall make the final payment representing all outstanding retained funds within One Hundred Twenty (120) days after completion of the Work provided the Agreement be then fully performed and Contractor has complied with the other requirements set forth in Article 4 and this Article 5.

5.2 Final payment shall not be due until the Contractor has delivered to the Village a complete release of all liens and release or waivers of lien from all lienors.

5.3 Final payment may be withheld on account of (1) defective Work not remedied, (2) claims or liens filed, (3) failure of the Contractor to make payments properly to subcontractors or for labor, materials, or equipment, (4) failure to provide waivers of lien for all lienors giving notices, (5) damage to the Village's property, (6) failure of the Work to progress satisfactorily or according to schedule, or (7) failure to carry out the Work in accordance with the Contract Documents.

5.4 Village may, in its discretion, make all or any portion of any of the final payments by check payable jointly to the order of Contractor and any lienor giving timely notice, or may make such payment directly to such lienor and deduct said payment from the sum due Contractor. In the event there are claims which exceed the final payment amount, no payment shall be made until Contractor deposits the amount of any such deficiency with Village.

5.5 The making of final payment shall not constitute a waiver of any claims by the Village.

ARTICLE 6

VILLAGE'S REPRESENTATIVE

6.1 ARBAB ENGINEERING, INC., shall be the Village's Representative during construction and until issuance of the final Certificate for Payment and shall hereinafter be referred to as the "Village's Representative" or "Engineer of Record". Arbab Engineering, Inc. "the engineer of record" may notify the contractor in writing of a designated Inspector to document and record daily work progress as required by progress inspections.

6.2 The Village's Representative and Inspector shall at all times have access to the Work.

6.3 The Village's Representative will make periodic visits to the site to familiarize himself with the progress and quality of the Work and to determine if the Work is proceeding in accordance with the Contract Documents.

6.4 Based on such inspections, the Village's Representative will determine the amount owing to the Contractor and will issue a certificate authorizing payment in accordance with Article 4 of this Agreement. No issuance of a payment shall constitute an acceptance of any Work not in accordance with the Contract Documents.

6.5 The Village's Representative will be, in the first instance, the interpreter of the requirements of the Contract Documents. He will make decisions on all claims and disputes between the Village and the Contractor. His decisions as it relates to the following items shall be final: interpretation and requirements of the Contract Documents, conformance of Contractor's Work with the Contract Documents, all matters relating to artistic effect of the Work, and minor changes in the Work.

6.6 The Village's Representative will have authority to reject Work, which does not conform to the Contract Documents. In such event Contractor shall have forty-eight (48) hours to correct such Work to the reasonable satisfaction of Village's Representative, or be deemed in default of the contract.

ARTICLE 7

CONTRACTOR

7.1 Contractor represents that it is a properly qualified and licensed Contractor in good standing with the governing authorities of the State of Florida and is a corporation in good standing, organized and existing under the laws of the State of Florida. Contractor further represents that it has read, examined and understands the Contract Documents and that it is well qualified and able to perform this Work; that it has a sufficient number of qualified workers to assure timely performance of this Work; that it has the proper tools and equipment to perform this Work, and is financially capable of performing this Agreement.

7.2 Contractor warrants and represents to the Village that it has visited the site of the Work, examined the actual job condition and that Contractor is familiar with local conditions and all things required that will have a bearing on performance of Contractor's work and Contractor's costs, including but not limited to traffic maintenance, disposal, handling and storage of the materials, access and restrictions to the units, access roads to the site, the conditions of the work area, and the character of the Work. Contractor shall be responsible to perform any additional inspections and conduct any necessary tests as may be required to determine the suitability of the site conditions, including, but not limited to, underground conditions and ground water table conditions. Contractor acknowledges that the Village and the Village's Representative have made no representations and hereby disclaim any responsibility for subsurface conditions. Failure on the part of Contractor to completely or properly evaluate any factors of costs prior to signing this Agreement shall not form a basis for additional compensation from the Village. Furthermore, it is Contractor's sole responsibility to locate all existing utilities prior to starting the Work. Should Contractor damage any existing utilities, it shall promptly repair the damage at no additional cost to Village. Execution of this Agreement shall be conclusive evidence that Contractor has investigated and is satisfied as to the site conditions to be encountered, as to the character, quality, and quantities of work to be performed and materials to be furnished, and as to the requirements of the Contract Documents.

7.3 The Contractor shall supervise and direct the Work using its best skill and attention. The Contractor shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Agreement. All Work shall be performed by craftsmen skilled in the trades and application of materials involved.

7.4 Unless otherwise specifically noted, the Contractor shall provide and pay for all permits, licenses, governmental charges, inspection fees, labor, materials, equipment, tools, construction, equipment, machinery, transportation, and other facilities and services necessary for the proper execution and completion of the Work. The Village shall supply water and sanitary facilities. The Village shall designate an area in which the Contractor may store a reasonable supply of materials and equipment, however, the

Village shall assume no liability for said materials and equipment. It shall be the Contractor's responsibility to maintain such storage area in a safe and orderly fashion.

7.5 The Contractor shall at all times enforce strict discipline and good order among his employees, and shall not employ any unfit person or anyone not skilled in the task assigned to him. The Village may require the Contractor to remove any employee the Village deems incompetent, careless, insubordinate or otherwise objectionable to work on this project.

7.6 The Contractor warrants to the Village and the Village's Representative that all materials incorporated in the Work will be new unless otherwise specified, and that all Work will be of first quality, free from faults and defects and in conformance with the Contract Documents. All Work not so conforming to these standards may be considered defective. Contractor shall not substitute any materials for those materials specified by the Contract Documents without the prior written consent of Village and Village Representative.

7.7 The Contractor shall pay all sales (if applicable), consumer, use and other similar taxes required by law and shall secure all permits, fees and licenses necessary for the execution of the Work.

7.8 The Contractor shall give all notices, and warrants and represents that the Work when completed will comply with all laws, ordinances, rules, regulations, and orders of any public authority and all amendments thereto, and all other authorities having jurisdiction over the Work and Property. Contractor acknowledges that Village does not have the knowledge to determine compliance with the foregoing items and is relying on Contractor's knowledge and expertise of same. Contractor shall be liable for any deviation from any laws, ordinances, rules, regulations, and orders of any public authority even if in strict compliance with the Contract Documents. Contractor shall bear sole responsibility for and bear all costs necessary to insure full compliance with the representations contained herein, including, but not limited to, the cost of removing existing work, the cost of replacing any work with work conforming to the applicable requirements and any attorney's fees or other expenses incurred by Village in responding to any complaints, citations, court orders, administrative orders or similar governmental edicts or process. The provisions of this paragraph shall survive the termination of this Agreement.

7.9 The Contractor shall be responsible for the acts and omissions of all his employees and all subcontractors, their agents and employees and all other persons performing any of the Work under a contract with the Contractor. The Contractor shall confine all operations, equipment, apparatus and storage of materials to the immediate area of work to the greatest possible extent. The Contractor must be present to accept delivery of all equipment and materials shipments. The Village's personnel will not knowingly accept, unload or store anything delivered to the site addressed to the Contractor or for the Contractor's use. Inadvertent acceptance of delivery shall not constitute acceptance or responsibility for any of the materials or equipment. It shall be

the Contractor's responsibility to assume all liability for equipment and material delivered to the site.

7.10 The Contractor at all times shall keep the premises free from accumulation of waste materials or rubbish caused by his operations. At the completion of the Work Contractor shall remove, at his sole cost and expense, all his waste materials and rubbish from and about the Property as well as his tools and equipment, shall clean all surfaces, and shall leave the Work "broom clean" or its equivalent, daily except as otherwise specified. Contractor agrees to immediately repair at its sole cost and expense all damages to the Property arising from or relating to Contractor's performance of the Work including but not limited to damages to paving, landscape items, sprinkler heads, underground sprinkler or water lines, electric conduits, telephone cables, gas lines or other above or underground equipment.

7.11 The Contractor shall indemnify and hold harmless the Village and the Village's Representative and their agents and employees from and against all claims, damages, losses and expenses including attorney's fees, at both the trial and appellate level, arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, and/or (3) by any false representation, breach of warranty or breach of any of the covenants or obligations of Contractor set forth in this Agreement, or (4) for any payment or performance made by Village to any third party in order to fully or partially perform or discharge any valid and binding liability or obligation of Contractor in relation to the Work. In any and all claims against the Village or the Village's Representative or any of their agents or employees by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Paragraph 7.11 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under Workmen's compensation acts, disability benefit acts or other employee benefit acts. One Thousand Dollars (\$1,000.00) of the sums payable hereunder is specific consideration for this indemnity. The provisions of this paragraph shall survive termination of this Agreement.

7.12 The Contractor shall coordinate and provide the schedules in a manner to complete the project in the most expeditious and economical manner possible. The Contractor shall not be responsible for the painted finish of the Work. The repaired surface must be finished in proper condition to receive specified paint systems and/or products.

7.13 Contractor agrees that his Work shall not unreasonably interfere with the normal operation of the Property. Contractor shall ascertain, observe and comply with all rules and regulations in effect on the site, including, but not limited to parking and traffic

regulations, security restrictions, and hours of allowable ingress and egress. Interference with or inconvenience to residents shall be kept to a minimum. All required exits, doors, passageways, elevators and walks are to be kept unobstructed wherever possible. Hours of work are permitted on the Property between 8:30 am and 5:30 pm every day except Sundays and National Holidays.

ARTICLE 8

SUBCONTRACTS

Contractor may subcontract portions of the Work contemplated under this Agreement upon submission and approval of the Village of its proposed subcontractor. Contractor hereby assigns to Village all its contract rights with respect to subcontractors and material and equipment suppliers that provided work, materials and equipment to this project in accordance with the Contract Documents, including but not limited to all Contractor's rights to make claims regarding quality of the work, merchantability of the materials and equipment, feasibility and fitness for the particular purpose of materials, equipment and workmanship described in this Agreement. It is further agreed that all subcontracts and material and equipment purchase contracts entered into by Contractor or its subcontractors or material suppliers, shall contain a provision stating that the Village may bring claim directly against any subcontractor of Contractor for breach of Contract, warranty rights, quality of workmanship, merchantability of equipment, feasibility and fitness for the particular purpose of materials and equipment and workmanship, and create third party beneficiary rights of Village in said agreements. It is further agreed and understood that such assignment(s) is part of the consideration to Village for entering into this Agreement with Contractor and may not be withdrawn. Additionally, nothing contained in this Agreement shall constitute an assignment of Contractor's rights against Village or create any third party beneficiary rights in any subcontractors or material and equipment suppliers of Contractor. The purpose of this provision is to allow the Village, in addition to Contractor, to make claim for damages or indemnification against any subcontractors or material and equipment suppliers that may be ultimately responsible for defects of deficiencies in the Work or materials and equipment.

ARTICLE 9

TIME

9.1 All time limits stated in the Contract Documents are of the essence in this Agreement.

9.2 If the Contractor is delayed at any time in the progress of the Work by changes ordered in the Work, fire, unusual delay in transportation, unavoidable casualties, causes beyond the Contractor's control, or by any cause which Village's Representative may determine justifies the delay, then the Contract Time shall be extended by written Change Order for such reasonable time as the Village's Representative may determine. All requests for extensions of time other than those

associated with changes in the Work, must be submitted in writing to Village representative within two (2) business days of the event giving rise to the delay. Failure to so request an extension will constitute a waiver of any right for an extension of time.

9.3 In the event that Contractor is delayed in the progress of the Work, and is granted an extension of time in which to perform the Work; in no instance will Contractor be entitled to increased costs, compensation or damages as a result of delay. Notwithstanding the provisions of Article 22 of this Agreement, all rights to claim damages by reason of delay are hereby waived by the Contractor.

9.4 The parties agree that time is of the essence in the performance of this Agreement. Completion of the Work under this Agreement shall be no more than One Hundred Twenty (120) calendar days from the date of commencement as defined in Article 3 subject to any authorized extensions of time as indicated by a written change order pursuant to paragraph 9.2 of this Article 9. In the event the Work is not completed within One Hundred Twenty (120) calendar days from the commencement date and has not been extended by change order, the Village shall be entitled to collect liquidated damages for delay. Contractor and Village agree that, because of the nature of the Work, the inability of the parties to precisely calculate actual damages for delay and the impossibility of determining these damages, the sum of Five Hundred Dollars (\$500.00) for each calendar day shall be assessed for each calendar day of delay in completion of the Work as liquidated damages. It is hereby agreed that the amount of the per diem assessment is not a penalty and not excessive in light of the circumstances known to the parties. This provision for liquidated damages for delay shall not affect the Village's right to terminate this Agreement as provided in Article 16. The Village's exercise of their right to terminate this Agreement shall not release the Contractor from his obligation to pay liquidated damages in the amount set forth herein. Such assessments shall be immediately due and payable to the Village or, at the Village's option may be deducted from future payments that may be due and owing to Contractor.

ARTICLE 10

PROTECTION OF PERSONS & PROPERTY

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work, including but not limited to the erection of lighting and barricades around all trenched areas. Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to (1) all employees on the Work and other persons who may be affected thereby, (2) all the Work and all materials and equipment to be incorporated therein, and (3) other property at the site or adjacent thereto. Contractor shall comply with all regulations regarding job safety and all applicable laws, ordinances, rules, regulations and orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. All damage or loss to any property caused in whole or in part by the Contractor, any subcontractor, any sub-subcontractor or anyone directly or indirectly employed by any of them, or by anyone for

whose acts any of them may be liable, shall be remedied by the Contractor at his sole cost and expense.

ARTICLE 11

CONTRACTOR'S LIABILITY INSURANCE

11.1 The Contractor shall purchase and maintain such insurance as will protect him from claims under Worker's Compensation acts and other employee benefit acts, from claims for damages because of bodily injury, including death and from claims for damages to property which may arise out of or result from the Contractor's operations under this Agreement, whether such operations be by himself or by any subcontractor or anyone directly or indirectly employed by any of them. The Contractor shall purchase and maintain insurance coverage in the amounts set forth on the Certificate of Insurance attached hereto as Exhibit "C."

11.2 The Village shall be named as an additional insured in all policies required to be maintained hereunder with the exception of the Worker's compensation insurance. As a condition precedent to entitlement to payment, Contractor must maintain the above-described coverage and furnish a copy of all policies to the Village. Certificates of Insurance shall be delivered to the Village prior to the commencement of the Work, and said certificates shall contain a provision that coverage afforded under the policies will not be cancelled without thirty (30) days prior written notice to the Village. In the event Contractor should fail to pay the insurance premiums, the Village, at its option, may pay the premiums and deduct said amount from the contract sum.

11.3 Liability insurance shall include all major divisions of coverage and be on a comprehensive basis including:

- A. Premises operation coverage as applicable.
- B. Independent contractors protective.
- C. Products and completed operations.
- D. Personal injury liability and employment exclusion deleted.

The insurance required by this Agreement shall be written for not less than the following limits or greater if required by law:

- A. Worker's Compensation, Statutory.
- B. Comprehensive or Commercial General Liability (including Premises-Operations; Independent Contractor's Protective; Products & Completed Operations; Broad Form Property Damage):

1. Bodily Injury: (i) \$1,000,000.00 Each Occurrence; (ii) \$2,000,000.00 Aggregate.
2. Property Damage: (i) \$1,000,000.00 Each Occurrence; (ii) \$2,000,000.00 Aggregate.
3. Contractual Liability: Bodily Injury: (i) \$1,000,000.00 Each Occurrence; (ii) \$2,000,000.00 Aggregate.
4. Business Auto Liability (including owned, non-owned and hired motor vehicles): Bodily Injury: (i) \$1,000,000.00 Each Person; (ii) \$1,000,000.00 Each Occurrence.
5. If the General Liability coverage is provided by a Commercial Liability policy, the General Aggregate shall be not less than \$1,000,000.00 and it shall apply, in total, to this Project only. Fire Damage Limit shall be no less than \$1,000,000.00 on any one Fire. Medical Expense Limit shall be not less than \$1,000,000.00 on any one person.
6. Umbrella Excess Liability: \$1,000,000.00 over primary insurance.

ARTICLE 12

CORRECTION OF WORK & WARRANTY

12.1 The Contractor shall, within forty eight (48) hours of written notice from the Village, correct any work that fails to conform to the requirements of the Contract Documents and unconditionally guarantees and warrants that Contractor shall correct any defects due to faulty materials, equipment, and/or Workmanship which appear within a period of Ten (10) years from the Date of Completion of the Work. Those items specifically covered by the Manufacturers' warranties shall in no way be deemed to limit Contractor's warranty herein and are in addition to and not in lieu of but is in addition to any other warranties, express or implied, which may be provided by law.

12.2 The Contractor shall bear all costs of correcting such defective work. This obligation shall survive termination of this Agreement.

12.3 Nothing contained in this Article 12 shall be construed to establish a period of limitation with respect to any other obligation which the Contractor might have under the Contract Documents or law. The establishment of the time periods set forth in paragraph 12.1 above relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which his obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to his obligations and any damages caused by the Contractor including but not limited to any

action commenced by the Village for negligence, strict liability, breach of contract or warranties.

ARTICLE 13

SHOP DRAWINGS

13.1 If requested by the Village's Representative, the Contractor shall review, approve and submit to Village for review and approval by the Village's Representative, drawings, product data, samples and similar submittals, with reasonable promptness and in such sequence as to cause no delay in the Work.

13.2 By approving and submitting shop drawings, product data, samples and similar submittals, the Contractor represents that he has determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and has checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

13.3 The Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Village's Representative's approval of shop drawings, product data, samples or similar submittals unless the Contractor has specifically informed the Village's Representative in writing of such deviation at the time of submittal and the Village's Representative has given written approval to the specific deviation. The Contractor shall not be relieved of responsibility for errors or omissions in shop drawings, product data, samples or similar submittals by the Village's Representative's approval thereof.

13.4 The Contractor shall perform no portion of the Work requiring submittal and review of shop drawings, product data, samples or similar submittals until the respective submittal has been approved in writing by the Village's Representative. Such Work shall be in accordance with approved submittals.

ARTICLE 14

CHANGES IN THE WORK

Any changes in the Work or any adjustment in the Contract Sum or the contract time shall only be made upon written change order executed by the Village and Contractor. If Contractor proceeds with such work without obtaining a written change order it shall be assumed that Contractor has performed such work at no additional charge. The requirement for written change orders executed by the Village and Contractor under this Article cannot be waived.

ARTICLE 15

TERMINATION BY THE CONTRACTOR

If the Village's Representative fails to issue a Certificate of Payment for a period of thirty (30) days through no fault of the Contractor, or if the Village fails to make payment thereon for a period of thirty (30) days, the Contractor may, after seven (7) days written notice to the Village and the Village's Representative, terminate this Agreement and recover from the Village payment for actual expenditures for labor, materials, subcontractors, equipment and reasonable profit thereon not to exceed ten percent (10%). This sum shall be Contractor's sole remedy under this Agreement.

ARTICLE 16

TERMINATION BY THE VILLAGE

16.1 If the Contractor cannot satisfy the conditions and obligations imposed by the Contract Documents, or if he makes a general assignment for the benefit of his creditors, or if a receiver is appointed on account of his insolvency, or if he persistently or repeatedly refuses or fails, except in cases for which an extension of time is granted, to supply properly skilled workers, or proper materials in accordance with the Contract Documents, or if he fails to make prompt payment to subcontractors or for materials or labor, or disregard laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or otherwise is guilty of a violation of any provision of the Contract Documents, then the Village, upon certification by the Village's Representative that sufficient cause exists to justify such action, may, without prejudice to any right or remedy and after giving the Contractor twenty-four (24) hours written notice, terminate this Agreement and take possession of the site and of all materials, owned by the Contractor and finish the Work by whatever method the Village deems expedient. In such case the Contractor shall not be entitled to receive any further payment until the Work is finished.

16.2 If the unpaid balance of the Contract Sum exceeds the cost of completing and correcting the Work, including compensation for the Village Representative's additional services made necessary thereby, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the Village. This provision shall in no way limit Village's right to claims for any additional damages including but not limited to delay and consequential damages. This obligation for payment shall survive termination of this Agreement.

ARTICLE 17

TRANSFER OF LIEN

In the event any liens should be filed against the Property by any subcontractors or material suppliers, in connection with labor or services performed, the materials incorporated into or delivered to the Property, Contractor shall indemnify and hold Village harmless against all such liens and suits or other proceedings pertaining thereto including any and all costs and attorneys' fees, at both the trial and appellate level.

ARTICLE 18

ATTORNEY'S FEES

In connection with any litigation including appellate proceedings arising out of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and costs.

ARTICLE 19

GOVERNING LAW & VENUE

The Contract Documents shall be construed under and in accordance with the laws of the State of Florida. Any legal proceeding arising from the Contract Documents shall be brought only in a court of competent jurisdiction sitting in Miami-Dade County, Florida.

ARTICLE 20

SUCCESSORS & ASSIGNS

The Village and the Contractor each binds himself, his partners, successors, assigns and legal representatives to the other party hereto and to the partners, successors, assigns and legal representatives of such other party in respect to all covenants, agreements and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract or sublet it as a whole without the written consent of the other, nor shall the Contractor assign any monies due or to become due to him hereunder, without the previous written consent of the Village.

ARTICLE 21

MODIFICATION

No change or modification of this Agreement shall be valid unless in writing and signed by all parties hereto. No waiver of any of the provisions of this Agreement shall

be valid unless in writing and signed by the party against whom it is sought to be enforced.

ARTICLE 22

RIGHTS & REMEDIES

The duties and obligations imposed by the Contract Documents and the rights and remedies available there under shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

ARTICLE 23

SEVERABILITY & WAIVER

The partial or complete invalidity of any one or more provisions of this Agreement shall not affect the validity or continuing force and effect of any other provision. The failure of either party hereto to insist, in any one or more instances, upon the performance of any of the terms, covenants or conditions of this Agreement, or to exercise any right herein, shall not be construed as a waiver or relinquishment of such term, covenant, condition or right as respects further performance.

ARTICLE 24

WRITTEN NOTICE

Written notice shall be deemed to have been duly served if delivered in person to the Contractor or the Village or Village's Representative, or shall be deemed to have been duly given on the date said notice was mailed by Certified or Registered Mail, Return Receipt Requested, postage prepaid, and addressed as follows (or to such other address as any party may specify by notice to all other parties as aforesaid):

For the Village:

Village Manager
640 Northeast 114th Street
Biscayne Park, Florida 33161

For the Contractor:

Bejar Construction, Inc.
6326 SW 191st Avenue
Pembroke Pines, Florida 33332

IN WITNESS WHEREOF, the parties have made and executed the Agreement on the respective dates under each signature. The Village, through its Village Manager, as authorized to execute same by the Village Commission on the ____ day of _____, 2010 and Bejar Construction, Inc., signing by and through its duly authorized officer.

ATTEST:

VILLAGE OF BISCAYNE PARK,
FLORIDA

Maria Camara, Village Clerk

Ana M. Garcia, Village Manager

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

John J. Hearn, Village Attorney

ATTEST:

BEJAR CONSTRUCTION, INC.



References:

City Projects:

- 1) **Golden Beach**
One Golden Beach Drive
Golden Beach, Florida 33154
(305) 932-0744
Att: Mr. Alex Diaz, Town Manager
- 2) **Village of Pinecrest**
12645 Pinecrest Parkway
Pinecrest, Florida 33156
(305) 234-2121
Att: Mr. Leo Llanos, Building Official

School Board Projects:

- 3) **BDI Construction Company**
7270 N.W. 12th Street, Suite 200
Miami, Florida 33126
Att: Mr. Teobaldo Rossell
- 4) **Pirtle Construction**
8725 N.W. 18th Terrace, Suite 202
Miami, Florida 33172
(954) 931-2008
Att: Mr. Joe Lester, Project Manager
- 5) **Kalex Construction & Development, Inc.**
6840 N.W. 77th Court
Miami, Florida 33166
(305) 513-8484
Att: Mr. George Diaz

Vendors:

- 6) **Stock Building Supply**
1011 West Mowry Drive
Homestead, Florida
(305) 245-5311
Att: Theresa, Accounting
- 7) **Central Concrete Supermix**
4300 S.W. 74th Avenue
P.O. Box 557520
Miami, Florida 33155-7520
(305) 264-5334
- 8) **Waste Services USA**
840 NW 144th Street
Miami, Florida 33168
(305) 953-8988

Architects:

- 1) **JSA Group, Inc.**
12229 S.W. 132Ct.
Miami, Florida 33186
(305) 251-7923
Att: Mr. Julio Sancez
- 2) **RJ Heisenbottle Architects**
2199 Ponce De Leon Boulevard, Suite 400
Coral Gables, Florida 33134
(305) 446-7799
Att: Mr. Andre Montalvan
- 3) **Paul A. Buzinec, AIA**
2121 Ponce De Leon #1010
Coral Gables, Florida 33134
(305) 444-7411 Miami, Florida 33126
Att: Mr. Paul A. Buzinec
- 4) **Mateu Architecture, Inc.**
18001 Old Cutler Road, Suite 550
Palmetto Bay, Florida 33157
(305) 233-3304
Att: Mr. Roney Mateu



Current Projects:

- 1) Devonaire Park
10241 S.W. 122nd Avenue
Miami, Florida
Completion Date: August 20, 2009
Project Amount: \$97,000.00
- 2) Cutler Ridge MS ADA
19400 Gulfstream Road
Cutler Bay, Florida
Completion Date: August 30, 2009
Project Amount: \$ 45,000.00
- 3) Pinecrest School – Central Energy Plant
1501 N.E. 62nd Street
Ft. Lauderdale, Florida
Completion Date: September 15, 2009
Project Amount: \$402,186.00
- 4) Cocoplum Entrance Renovation
Cocoplum Road and Cartagena Circle
Coral Gables, Florida
Completion Date: February 1, 2010
Contract Amount: \$375,000.00
- 5) The School Board of Broward County
Broward School Safe & Secure Project No. P000151
Completion Date: March 12, 2010
Project Amount: \$183,500.00
- 6) City of South Miami
Interior renovations to the Mobley Building
Project Number: TRP 06002-R
5825 S.W. 68th Street
South Miami, Florida
Project Amount: \$459,608.00



Completed Projects:

- 1) Golden Beach Pavilion (Historical)
399 Golden Beach Boulevard
Golden Beach, Florida
Project completion: July 30, 2008
Project Amount: \$ 695,000.00
- 2) Original Parrot Jungle Entrance (Historical)
11000 S.W. 57th Avenue
Pinecrest, Florida
Project Completion: December 15, 2008
Project Amount: \$325,000.00
- 3) Little Haiti Cultural Center
212 N.E. 59th Terrace
Miami, Florida
Project Completion: April 10, 2007
Project Amount: \$1,835,000.00
- 4) John F. Kennedy Middle School
10011 N.W. 167th Street
North Miami, Florida
Project Completion: August 10, 2006
Project Amount: \$350,000.00
- 5) Olem Shoes Corp.
801 N.W. 21st Street
Miami, Florida
Project Completion: July 23, 2006
Project Amount: \$185,000.00
- 6) Heller Residence
636 Belle Meade Island Drive
Miami, Florida
Project Completion: December 15, 2007
Project Amount: \$635,000.00
- 7) Hammock Community Park
11200 S.W. 152nd Avenue
Miami, Florida
Project Completion: July 10, 2005
Project Amount: \$75,000.00
- 8) Byrd Residence
7560 S.W. 57th Avenue
South Miami, Florida
Project Completion: May 18, 2004
Project Amount: \$450,000.00
- 9) Leewood Elementary School
10343 S.W. 124th Avenue
Miami, Florida
Project Completion: February 20, 2009
Project Amount: \$78,185.00

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID AM
BEJAR-1

DATE (MM/DD/YYYY)
04/09/09

PRODUCER
W.F Roemer Insurance Agency
William F. Dowd
P.O. Box 190669
Fort Lauderdale FL 33319
Phone: 954-731-5566 Fax: 954-731-8438

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

Bejar Construction, Inc.
6326 SW 191 Avenue
Pembroke Pines FL 33332

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	Mid-Continent Casualty Co	23418
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	04GL000752977	04/11/09	04/11/10	EACH OCCURRENCE	\$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
						MED EXP (Any one person)	\$ EXCLUDED
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COMP/OP AGG	\$ 2,000,000
A	A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	04GL000752977	04/11/09	04/11/10	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
						OTHER THAN AUTO ONLY: EA ACC	\$
						AGG	\$
A		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$10,000	04XS161011	04/11/09	04/11/10	EACH OCCURRENCE	\$ 2,000,000
						AGGREGATE	\$ 2,000,000
							\$
							\$
							\$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATUTORY LIMITS	OTHER
						E.L. EACH ACCIDENT	\$
						E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 Subject to Policy terms and conditions.

CERTIFICATE HOLDER

CANCELLATION

METROD1

Metro Dade County
Building / Permits
111 NW 1 Street
Miami FL 33010

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



CERTIFICATE OF INSURANCE

ISSUE DATE
03/19/10

<p>PRODUCER</p> <p>FLORIDA HOME BUILDERS 2600 CENTENNIAL PLACE TALLAHASSEE, FL 32308</p> <p>INSURED</p> <p>BEJAR CONSTRUCTION INC 6326 SW 191ST AVENUE PEMBROKE PINES, FL 33332</p>	<p style="text-align: center;">THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.</p> <p style="text-align: center;">COMPANIES AFFORDING COVERAGE</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%;">COMPANY LETTER</td> <td>A FWCJUA</td> </tr> <tr> <td>COMPANY LETTER</td> <td>B</td> </tr> <tr> <td>COMPANY LETTER</td> <td>C</td> </tr> <tr> <td>COMPANY LETTER</td> <td>D</td> </tr> <tr> <td>COMPANY LETTER</td> <td>E</td> </tr> </table>	COMPANY LETTER	A FWCJUA	COMPANY LETTER	B	COMPANY LETTER	C	COMPANY LETTER	D	COMPANY LETTER	E
COMPANY LETTER	A FWCJUA										
COMPANY LETTER	B										
COMPANY LETTER	C										
COMPANY LETTER	D										
COMPANY LETTER	E										

COVERAGES
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT. <input type="checkbox"/> _____				GENERAL AGGREGATE	\$
					PRODUCTS-COMP/OP AGG.	\$
					PERSONAL & ADV. INJURY	\$
					EACH OCCURRENCE	\$
					FIRE DAMAGE (Any One Fire)	\$
					MED. EXPENSE (Any one person)	\$
					COMBINED SINGLE LIMIT	\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> GARAGE LIABILITY <input type="checkbox"/> _____				BODILY INJURY (Per Person)	\$
					BODILY INJURY (Per Accident)	\$
					PROPERTY DAMAGE	\$
	EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM				EACH OCCURRENCE	\$
					AGGREGATE	\$
A	WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY The Proprietor/ Partners/Executive Officers are <input checked="" type="checkbox"/> INCL <input type="checkbox"/> EXCL	6FR13UB-0307N282	03/27/10	03/27/11	N/A	STATUTORY LIMITS
					EACH ACCIDENT	\$1,000,000
					DISEASE-POLICY LIMIT	\$1,000,000
					DISEASE-EACH EMPLOYEE	\$1,000,000
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

THIS REPLACES ANY PRIOR CERTIFICATE ISSUED TO THE CERTIFICATE HOLDER AFFECTING WORKERS COMP COVERAGE

<p>CERTIFICATE HOLDER</p> <p>METRO DADE COUNTY RISK MANAGEMENT 111 NORTH WEST 167TH STREET #1010 MIAMI, FLORIDA 33128</p>	<p style="text-align: center;">CANCELLATION</p> <p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL <u>10 DAYS</u> WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES</p> <p style="text-align: center;">AUTHORIZED REPRESENTATIVE <i>Sally A Brown</i></p>
--	--

THE AMERICAN INSTITUTE OF ARCHITECTS

BOND NO. LX72658



AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we **Bejar Construction, Inc.**

as Principal, hereinafter called the Principal, and **Lexon Insurance Company**

a corporation duly organized under the laws of the **State of Texas**

as Surety, hereinafter called the Surety, are held and firmly bound unto **Village of Biscayne Park, FL**

as Obligee, hereinafter called the Obligee, in the sum of **5 %** of bid amount, not to exceed **Seven Thousand Five Hundred & 00/100 Dollars (\$7,500.00)**

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for **Ed Burke Park Recreation Center / Phase II Alterations and Phase II Miscellaneous Repairs.**

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

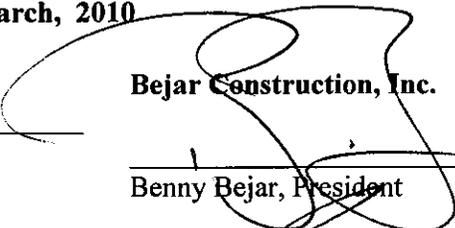
Signed and sealed this **18th** day of **March, 2010**



(Witness)

Bejar Construction, Inc.

(Seal)



Benny Bejar, President

Lexon Insurance Company

(Seal)



Burton Harris,
Attorney-in-Fact and Florida Resident Agent #A111883

Lexon Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that **LEXON INSURANCE COMPANY**, a Texas Corporation, with its principal office in
isville, Kentucky, does hereby constitute and appoint:

Burton Harris, Christine Harris, Marina Ramil *****

its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or
other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of **LEXON
INSURANCE COMPANY** on the 1st day of July, 2003 as follows:

Resolved, that the President of the Company is hereby authorized to appoint and empower any representative of the Company or
other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity
or other writings obligatory in nature of a bond not to exceed \$2,500,000.00, Two-million five hundred thousand dollars, which the Company
might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an
Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected
officers of the Company. Any Attorney-In-Fact, so appointed, may be removed for good cause and the authority so granted may be revoked
as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney
granted, and the signature of the Vice President, and the seal of the Company may be affixed by facsimile to any certificate of any such power
and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so
executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue
to be valid and binding on the Company.

IN WITNESS THEREOF, **LEXON INSURANCE COMPANY** has caused this instrument to be signed by its President, and its
Corporate Seal to be affixed this 2nd day of July, 2003.



LEXON INSURANCE COMPANY

BY *David E. Campbell*
David E. Campbell
President

ACKNOWLEDGEMENT

On this 2nd day of July, 2003, before me, personally came David E. Campbell to me known, who being duly sworn, did depose and
say that he is the President of **LEXON INSURANCE COMPANY**, the corporation described in and which executed the above instrument; that
he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.

"OFFICIAL SEAL"
MAUREEN K. AYE
Notary Public, State of Illinois
My Commission Expires 09/21/13

Maureen K. Aye
Maureen K. Aye
Notary Public

CERTIFICATE

I, the undersigned, Secretary of **LEXON INSURANCE COMPANY**, A Texas Insurance Company, DO HEREBY CERTIFY that the
original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the
resolutions as set forth are now in force.

Signed and Sealed at Lombard, Illinois this 18th Day of March, 20 10.



Donald D. Buchanan
Donald D. Buchanan
Secretary

**VILLAGE OF BISCAYNE PARK
REQUEST FOR SEALED BIDS - BID NO. 2010-1
ED BURKE PARK / RECREATION CENTER**

	Bidder Name	Miscellaneous					Total
		Alterations	Repairs	Additional	Addendums		
1	Cityworks Construction	\$96,950.00	\$67,850.00			\$164,800.00	
2	Coastal Contracting	\$85,000.00	\$56,000.00			\$141,000.00	
3	ABC Construction	\$79,000.00	\$45,200.00	\$10,500.00	\$10,655.00	\$145,355.00	
4	Nu Space	\$155,996.43	\$88,265.00			\$244,261.43	
5	Galca Construction	\$96,539.00	\$87,230.00			\$183,769.00	
6	Link Construction	\$124,256.00	\$94,939.00		\$6,800.00	\$225,995.00	
7	Bejar Construction	\$69,240.00	\$54,260.00			\$123,500.00	



Village of Biscayne Park

640 NE 114th Street
Biscayne Park, FL 33161

Tel: 305 899 8000

Fax: 305 891 7241

Mayor and Commission

Roxanna Ross
Mayor

Albert Childress
Vice Mayor

Robert "Bob" Anderson
Commissioner

Steve Bernard
Commissioner

Bryan Cooper
Commissioner

Ana Garcia
Village Manager

John J. Hearn
Village Attorney

Maria Camara
Village Clerk

June 2, 2010

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

From: Ana Garcia, Village Manager

Re: Resolution 2010-17 Agreement for Tree Trimming and Pruning Services with Novo Arbor; Resolution 2010-18 for Tree Planting and Installation with Aquatic Landscaping Design

Background Analysis:

The Village of Biscayne Park entered into an agreement with the State of Florida, Department of Agriculture and Consumer Services to receive a state funded Florida Urban and Community Forestry matching grant in the amount of \$9,755.00 for:

- the maintenance of the existing tree canopy by professional tree trimming and pruning services
- utilize a professional Certified Arborist for staff certification, guidance and training to increase staff certification levels
- Establish and initiate an Urban Forestry Master Plan through the guidance of a Certified Arborist
- Provide much needed shade to the Recreation Center as included in the Master Park plan
- Forestation of the northeast section of the Village to enhance the urban environment
- Achieve TREE CITY, USA status
- Educate the residents through committees and workshops to improve the tree canopy in private properties

A request for bids took place in April with a total of six (6) proposals received. Three (3) for tree trimming and three (3) for tree planting. Additionally, through our efforts in partnering with our neighboring cities, we identified a tree trimming contract the City of North Miami utilizes.

Based on the proposals received, we recommend the selection of Aquatic Landscaping Design for tree planting and installation; and for tree trimming and pruning, we recommend going through a piggy back process with the City of North Miami's contract with Novo Arbor. Mr. Randy Wagoner, Biscayne Park resident, member of the Parks & Parkway Advisory Board, and employee of the City of North Miami's Parks & Recreation Department praised the services of Novo Arbor as one of the best he has worked with.

Fiscal/ Budgetary Impact:

The project is broken down as follows:

- \$15,000 for tree trimming and pruning
 - \$7,500 received from the grant
 - \$7,500 from the Road Fund which has already been budgeted for in the current 2009-10 budget

- \$4,510 for tree planting and installation
 - \$2,255 received from the grant
 - \$2,255 from the Road Fund which has already been budgeted for in the current 2009-10 budget

Recommendation:

Manager recommends approval for both resolutions.

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RESOLUTION NO. 2010-17

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**A RESOLUTION OF THE VILLAGE COMMISSION OF THE
VILLAGE OF BISCAYNE PARK, FLORIDA, AUTHORIZING
THE APPROPRIATE VILLAGE OFFICIALS TO EXECUTE
THE AGREEMENT FOR TREE TRIMMING AND PRUNING
SERVICES TO NOVO ARBOR; PROVIDING FOR AN
EFFECTIVE DATE**

WHEREAS, the Village of Biscayne Park entered into an agreement with the State of Florida, Department of Agriculture and Consumer Services, on March 16, 2010, to receive a state funded Florida Urban and Community Forestry matching grant in the amount of \$9,755 for the maintenance of the existing tree canopy by professional tree trimming and pruning services, to provide much needed shade to the Ed Burke Park/Recreation Center, to provide forestation of the northeast section of the Village to enhance the urban environment; and to replace lost trees throughout our medians; and

WHEREAS, a portion of the matching grant has been allocated for professional tree trimming and pruning services in the amount of \$7,500.00; and

WHEREAS, the Village of Biscayne Park issued a Request for Bids for professional tree trimming and pruning services on April 1, 2010; and

WHEREAS, the Village received a total of three (3) proposals; and

WHEREAS, through continued efforts of partnering with our neighboring cities, the Village identified a contract the City of North Miami utilizes for tree trimming and pruning services with Novo Arbor; and

WHEREAS, staff recommends that the Village piggy-backs on to the North Miami contract with Novo Arbor for tree trimming and pruning services; and

WHEREAS, the Commission has found it to be in the best interests of the residents of the Village to have Novo Arbor perform the tree trimming and pruning services;

Payne, Darrell

From: Miller, Keith
Sent: Wednesday, October 10, 2007 12:17 PM
To: Payne, Darrell
Importance: High
Attachments: Doc10.doc

DARRELL,

LOOK THIS CONTRACT OVER AND LET ME KNOW IF YOU WANT TO ADD/CHANGE ANYTHING IN HERE TO HELP YOU GET A BETTER CONTRACT WITH THE NEXT VENDOR. ASAP

KEITH

**TREE TRIMMING
IFB #02-07-08
OCTOBER 2007**

3.0 TECHNICAL SPECIFICATIONS

3.1 PURPOSE:

The City of North Miami desires to establish a contract for street tree trimming – (crown elevation or underclearance) throughout the City limits of North Miami, Florida in compliance with all applicable City, County and State Codes and regulations.

The City currently has approximately 2000 trees requiring trimming which are mainly Black Olive, but there are a representative amount of other species which include, but are not limited to, Ficus, Oaks, Mahogany, Acacia, Orchid Trees, Gumbo Limbo and Tamarind.

The work involves the lifting of street trees and the removal of basal sprouts in accordance with the National Arborist Association Standards as stated herein.

3.2 LOCATIONS:

3.2.1 The Parks and Recreation Department will provide the successful proposer a list of all tree locations, by address, in general order by street, (from a computerized tree inventory) which require trimming for adequate clearance for vehicular and pedestrian traffic.

3.2.2 The computerized list will identify each tree with exact address, property cell number and serial number of each tree to be trimmed. **The City will identify each tree that is to be**

trimmed at a specific location by painting a white dot on the edge of the pavement in front of the tree.

An on-site demonstration shall be conducted to show how each tree is identified using the computer-generated list.

- 3.2.3 Only trees growing on City swales and medians are to be trimmed. Trees originating on private property and growing into the right-of-way are not to be trimmed, however, these trees' locations are to be noted and reported daily to the designee of the Parks and Recreation Department.
- 3.2.4 All work is to be performed on the public right-of-way. No permission will be given to trespass on adjoining private property.
- 3.2.5 Upon completion of trimming, contractor shall spray paint a gray dot on the edge of pavement in front of trimmed tree. The City will verify completion and if a tree is not acceptable, the City and the Contractor will review it for resolution.

3.3 PROPERTY CONDITIONS:

- 3.3.1 If property is damaged performing work specified or is removed for the convenience of the work, it shall be repaired or replaced at the expense of the proposer in a manner acceptable to the City of North Miami. Such property shall include but not be limited to: sidewalks, landscaping, vehicles, utilities, swales, plants, etc.
- 3.3.2 Proposer shall notify the Parks and Recreation Department designee of the work site having pre-existing damage to sidewalks, swales, private property, utilities, etc. before beginning the work. Failure to do so shall obligate the proposer to make repairs per section 3.3.1.
- 3.3.3 Proposer shall be responsible for securing all work areas to be safe.

3.4 HOURS OF WORK:

- 3.4.1 Proposer will perform work from Monday through Friday from 7:30 A.M. to 5:00 P.M. excluding Holidays. No work shall be done at all on Sunday or any day between the hours of 5:00 p.m. and 7:30 a.m., unless permission is given, in writing, by the Director of Parks & Recreation or his authorized representative. **Proposer shall notify the Parks and Recreation designee one day prior of the area scheduled to be trimmed so the progress of work can be monitored.**

3.5 EMPLOYEES:

- 3.5.1 Proposer shall be responsible for the appearance of all working personnel assigned to the project (clean and appropriately dressed at all times). Personnel must be able to supply proper identifications at all times.
- 3.5.2 All employees of the proposer shall be considered to be at all times the sole employees of the proposer, under the proposer's sole direction, and not an employee or agent of the City of North Miami. The proposer shall supply competent and physically capable employees and the City may require proposer to remove any employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose presence on City property is not in the best interest of the City. City shall not have any duty to implement or enforce such requirements.
- 3.5.3 Proposer shall assign an "On Duty" supervisor who speaks and reads English.

3.6 REMOVAL AND DISPOSAL:

- 3.6.1 The contractor shall be responsible for removing all cut limbs and all other debris from the work site daily, leaving the general area in clean and neat condition acceptable to the City.
- 3.6.2 All limbs, leaves, chips and other debris shall be removed daily and disposed of legally and not left for disposal by City forces.

3.7 SCOPE OF WORK:

- 3.7.1 Any tree limb extending over the vehicle use portion of the right-of-way (pavement) and coming within ten feet (10') or lower to the street shall be trimmed. Said tree shall have all limbs and vegetation trimmed to give a total clearance over the street of fourteen feet (14') from grade.
- 3.7.2 Any tree limb extending over the pedestrian use portion of the right-of-way (sidewalk) and coming within eight feet (8') of the grade shall be trimmed. Said tree shall have all

limbs and vegetation trimmed to give a total clearance over the pedestrian use area of ten feet (10') from grade.

3.7.3 Any tree limb in the swale area growing in a downward or horizontal direction outside a 4' radius of the trunk and below eight feet (8') of the grade shall be trimmed to provide a total clearance of ten feet (10') from grade.

3.7.3 Any and all basal sprouts less than three inches (3") in diameter shall be removed. Only "Crown Raising" and basal sprout removal is to be performed on the trees.

3.7.4 No "deadwooding", "hazard reduction", "topping" or "thinning" will be performed. The contractor shall report any deadwood, disease condition, fungus fruit bodies, decay, split crotches or branches, cracks, or other structural weakness or hazardous wood in the crown of a tree that involves limbs of five inch (5") caliper or greater to the Parks and Recreation designee the day that this is encountered or, no later than, the next working day.

3.8 PRUNING STANDARDS:

3.8.1 All pruning shall be done under the direction of an I.S.A. Certified Arborist.

3.8.2 All tree work shall be done in accordance with the ANSI Z133.1-2000, safety requirements.

3.8.3 All work that requires the use of public streets shall be done in accordance with F.D.O.T. Roadway and Traffic Design Standards, M.U.T.C.D., and in compliance with F.D.O.T. Flagger Regulations

3.8.4 All pruning and pruning cuts shall be done in accordance with the ANSI A300 (Part1) – 2001 Pruning standard and as summarized as follows:

A. All branches shall be removed by the three cut method to avoid splitting or tearing of the bark (see diagram A). Where necessary, ropes or other equipment should be used to lower large branches or stubs to the ground.

B. All cuts shall be made as close as possible to the trunk or parent stem, without cutting into the branch collar or leaving a protruding stub (see diagram A). Bark at the edge of all pruning cuts should remain firmly attached.

C. When a branch is shortened to provide the required clearance, the remaining lateral should be large enough to assume the terminal role. The lateral should be at least 1/3 the diameter of the branch being removed.

D. Treatment of cuts and wounds with wound dressing or paints are not required.

E. Equipment that will damage the bark and cambium layer shall not be used on or in the tree. For example, the use of climbing spurs (hooks, irons) is not an acceptable work practice for pruning operations on live trees. Sharp tools shall be used so that clean cuts will be made at all times.

F. All cut limbs shall be removed from the crown upon completion of the pruning.

3.9 PROJECT IDENTIFICATION:

3.9.1 No signs or advertisement will be allowed to be displayed.

3.10 PERMITS & LICENSES:

3.10.1 The Contractor shall be required to possess the required occupational licenses, insurance, etc...as specified elsewhere herein. However, no permit for work within the public right-of-way is called for in this project will be required.

3.11 UTILITIES:

3.11.1 It will be the Contractors responsibility to remove all cut limbs and other debris from the work site on a daily basis, leaving the general area in clean condition. All limbs and other debris shall be disposed of immediately by the Contractor in any legal manner and not left for disposal

by the City forces.



P.O. Box 359
 Boynton Beach, FL 33421
 T: 561-330-9785 F: 561-330-2391
 Email: admin@novoarbor.com

, Accounts Payable Clerk
 City of North Miami
 PO Box 619085
 North Miami, FL 33261-9085

Invoice

DATE	INVOICE #
3/17/2008	1617

Work 305-895-9886
 Fax 305-891-1015

PO#	Due	Terms
0000021361	3/17/2008	Due Upon Receipt

Job Name	Job Site	Phone	Salesperson	Total Due
City of North Miami Elevations 080314	PO Box 610850	305-895-9886	Claude Brigante, ISA Certified Arborist	\$10,727.75

Plant	Service Description	Qty	Rate	Cost
All Trees	Elevation	913	\$11.75	\$10,727.75

This invoice is in accordance with the terms and conditions of Bid# 02-07-08.

We have completed three lists since our last billing as supplied by Darrell Payne the Parks Coordinator as listed below:

List #21 - 259 Trees - 7 Trees (Credit from List #19) = 252 Trees Total
 List #22 - 416 Trees
 List #23 - 242 Trees

NOTE: Please FedEx Overnight all payments via our account number #262813126. Thank you!

Total: \$10,727.75

Thank You! We really appreciate your business!

RECEIVED MAR 24 2008

Darrell Payne

village clerk

From: Ana M. Garcia [villagemanager@biscayneparkfl.gov]
Sent: Thursday, June 03, 2010 1:01 PM
To: villageclerk@biscayneparkfl.gov
Subject: FW: Contract for Tree Maintenance

From: Starr Brigante [mailto:Starr@novoarbor.com]
Sent: Thursday, June 03, 2010 11:25 AM
To: villagemanager@biscayneparkfl.gov
Cc: Novo Field Supervisor; Novo Accounting
Subject: Contract for Tree Maintenance

Dear Ms. Garcia:

We currently have a contract with the City of North Miami for the maintenance of their trees. We are please to inform you that we would like to offer the same terms of that contract to the City of Biscayne Park. Kindly advise if this letter suffices in order to initiate the "piggyback" contract process.

We look forward to being of service to your fine community.

**Regards,
Starr Brigante, Principal**

 cid:image003.jpg@01CA6157.

Commercial Certified Arborists & Urban Foresters

315 NE 5th Avenue, FL 33435 T: 561.330.9785 ~ F: 561.330.2392 ~ C: 561.239.1185
www.novoarbor.com

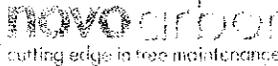
Industry Affiliations: ISA, PLANET, TCIA, SCA, SMA, SUF

**"To exist as a nation, to prosper as a state, and to live as a people,
we must have trees." —Theodore Roosevelt**

No virus found in this incoming message.

Checked by AVG - www.avg.com

Version: 9.0.829 / Virus Database: 271.1.1/2915 - Release Date: 06/03/10 02:25:00



Introducing Novo Arbor:

Claude A. Brigante, our President, is a nationally recognized and award winning Certified Arborist with extensive experience in professional property maintenance for the last 25 years. We can assure you that our services are of the highest quality amongst all our peers. Why?

- Our crews are highly skilled Arborists and participate in ongoing **safety & educational training**.
- All work is supervised by a Certified Arborist & Mr. Brigante personally oversees all tree work
- We practice only arboriculturally correct procedures following ANSI A300 Arboricultural Standards
- Our equipment is of the latest technology allowing us to **complete our work in a more timely and efficient manner translating to lower costs to our Clients.**

- We **DO NOT** prune some hardwood trees annually as is the practice of most tree companies.

WHY??? Because they don't need it!

This alone can save our clients many thousands of dollars!!!

- You **WILL** lower your annual maintenance costs by adopting the Novo Maintenance Program.
- Implementing these correct pruning techniques results in the trees being less likely to suffer hurricane damage.
- Our methods promote superior health of the trees along with a much more beautiful appearance.
- We are active members and supporters of many professional and community organizations keeping our company in the forefront, accountable and well-informed as to the needs of our entire client base.

We also provide:

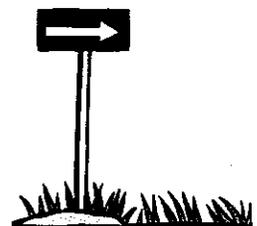
- Ornamental & Shade Tree Pruning & Shaping
- Manicured & Natural Shrub Pruning
- 24 hr 7 day service for high traffic areas
- Quick Response Time -- including Storm Damage Cleanup -- **GUARANTEED!**
- Workers who are stylishly uniformed & can effectively communicate
- Trucks that are freshly painted & well maintained with graphic signage
- Guaranteed satisfaction **before** we leave the job
- Installation of New Trees
- Plant Health Care Program tailored for Trees, Shrubs & Lawn
- Full Service Landscape Service or we are happy to work with your landscape contractor

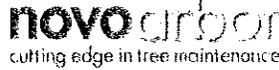
We look forward to becoming a vital member of your team, welcome the opportunity to review your properties and then to provide you with a Novo Maintenance Program to **suit your budget(s)** and your properties.

Give us a call, and let us show you the difference we can make. You will see why **NOVO ARBOR** is the **preferred** tree care company. Our references are of the highest caliber and our best source of new business.

There is no cost or obligation for our professional consultation and recommendations.

Boynton Beach, Florida Office: 561-330-9785, Fax: 561-330-2392
www.novoarbor.com Email: Admin@NovoArbor.com

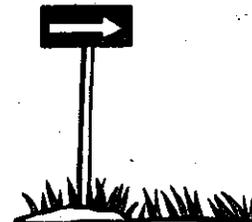


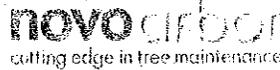


Our references are of the highest level and our best source of new business

(Please ask us for the name of the Contact person before contacting any of these companies.)

Adios Golf Club
Addison Reserve Golf & Country Club
ABC Fine Wines & Spirits
A & N Management
Best Western Motel
Boca Falls
Boca Grove Golf & Country Club
Boca West Golf & Country Club
Boca West Master Association & HOA's
The Breakers Hotel & Resort
The Breakers West Reese Jones Course
Boynton Beach, City of
C.A.S. Management Services
C B Richard Ellis
The Continental Group, Inc.
Custom Property Management, Inc.
The Everglades Club
Garden Lakes, Palm Beach Gardens
Hawk-Eye Management
Holiday Inns, Boca Raton & Fort Lauderdale Airport
Lakes at Boca Raton
Lang Management
Levy Realty Associates – Business Centers
The Links at Boynton Beach
Mission Bay, Boca Raton
Mizner Country Club
North Miami, City of
Palm Beach Shores, Town of
Prime Management
Stanford Corporate Plaza
..... And many others





Here's what some of our Clients are saying about us!

Novo Arbor has delivered on what they promised. Great professional work, excellent service and in and out without damage to course or landscaping. Highly recommended!

**Steve Wright, Certified Golf Course Superintendent
Director of Golf, Boca West Country Club**

We appreciate the job that was done. The Crew was fantastic. We officially request the same crew come back. Las Brisas is totally thrilled and very happy to be doing business with Novo Arbor. Congratulations on a job well done!!!!!!!!!!!!

Charles Heck, Board Member, Las Brisas Hypoluxo

In the last 6 years since I've been here, I've gone through 4 contractors and your guys are the only ones that ever showed any respect for my golf course. Your employees not only have a firm grasp on golf course etiquette, but they practice it on a daily basis. Every morning when I would come around the corner I would see you standing there by your men and that shows me the dedication you have to your work and commitment to our property. I look forward to a long relationship with your company.

Brad Nelson, Golf Course Superintendent, The Breakers West

They did an excellent job. Got there on time & worked a full day. Very neat. We didn't even know they were around. For once nothing got broken or trampled on. You're the best we've ever had. Now everyone living here knows what good tree work really looks like! Thanks so much!

Morton Bishop, Portofino HOA, The Polo Club of Boca Raton

Our course was a disaster after Wilma, but because of you, we were able to open 2 weeks ahead of schedule. I've never seen arborists work in the rain like your guys do - or take just 30 minutes for lunch. Highly skilled & professional teams for sure!

Steven Bernard, Golf Course Superintendent, Adios Golf Club

I can't believe you're telling me I don't have to prune my trees again - and here I was ready to plug in the same number from last year. You guys are great! You're saving us many thousands of dollars and I can rest easy for the hurricane season.

Barbara Spiegel, Panther Management

The work looks absolutely fantastic & they moved thru it at such a great pace. Great team & they're so well organized. Your equipment is fantastic - well maintained & good to look at. You have the greatest tree company I've ever seen. You get the work done quick & that's the way I like to work.

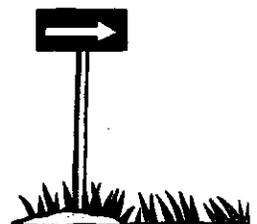
Peter Brooks, Golf Course Superintendent, The Everglades Club, Palm Beach

Everything looks great, job well done.

Michael Simon, Development Manager, Boynton Beach CRA

Claude is the most knowledgeable guy I've met. He knows his trees & how to manage them.

Doug Kennedy, Board President, Woodlands at Deer Creek





Professional Affiliations:

AFE – Association of Facilities Engineering

BOMA – Business Owners & Managers Association

CAI – Community Associations Institute

CREW – Commercial Real Estate Women

FUFC – Florida Urban Forestry Council

IFMA – Facilities Managers Association

IREM – Institute of Real Estate Management

ISA – International Society of Arboriculture

NAIOP – National Association of Industrial & Office Properties

PBGCSA – Palm Beach Golf Course Superintendent's Association

PLANET – Professional Landcare Network (formerly ALCA)

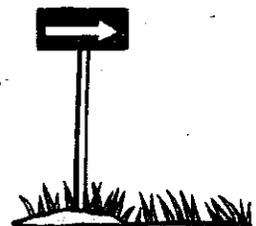
SCA – Society of Commercial Arboriculture

SEFAA – South East Florida Apartment Association

SMA – Society of Municipal Arborists

SUF – Society of Urban Forestry

TCIA – Tree Care Industry of America



Re: Tree Purchase & Tree Trimming Bid Summary

Tree Service	Big Dawg's Stump Gr Svc			Native Tree Service			Mario's Tree Services			
		Cost	Labor	Total	Cost	Labor	Total	Cost	Labor	Total
Trimming of Oaks, Black Olives and Misc Trees	12-14			\$85			\$24			\$25
Trimming of Oaks, Black Olives and Misc Trees	14-25			\$100			\$188			\$80
										\$100
										\$120
Trimming of Oaks, Black Olives and Misc Trees	25-40			\$175			\$363			\$200
										\$250
Trimming of Large Ficus				\$400			\$1,362			\$500
										\$600
										\$700
										\$800
Removal of Oaks, Black Olives and Misc Trees	12-14			\$250			\$72			\$160
Removal of Oaks, Black Olives and Misc Trees	14-25			\$300			\$423			\$325
Removal of Oaks, Black Olives and Misc Trees	25-40			\$600			\$1,132			\$650
Removal of Large Ficus				\$900			\$1,866			\$1,500
										\$2,000
										\$2,500
Removal of dead branches, pruning Australian Pines				\$400			\$0			\$400-\$600
Transplanting various size trees				\$225			\$727			\$250
										\$550
										\$1,200
Removal of various yard waste per cubic yard				\$75			\$18			

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RESOLUTION NO. 2010-18

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**A RESOLUTION OF THE VILLAGE COMMISSION OF THE
VILLAGE OF BISCAYNE PARK, FLORIDA, AUTHORIZING
THE APPROPRIATE VILLAGE OFFICIALS TO EXECUTE
THE AGREEMENT FOR TREE PLANTING AND
INSTALLATION TO AQUATIC LANDSCAPING DESIGN;
PROVIDING FOR AN EFFECTIVE DATE**

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WHEREAS, the Village of Biscayne Park entered into an agreement with the State of Florida, Department of Agriculture and Consumer Services, on March 16, 2010, to receive a state funded Florida Urban and Community Forestry matching grant in the amount of \$9,755 for the maintenance of the existing tree canopy by professional tree trimming and pruning services, to provide much needed shade to the Ed Burke Park/Recreation Center, to provide forestation of the northeast section of the Village to enhance the urban environment; and to replace lost trees throughout our medians; and

WHEREAS, a portion of the matching grant has been allocated for tree planting and installation in the amount of \$2,255.00; and

WHEREAS, the Village of Biscayne Park issued a Request for Bids for selected tree planting and installation on April 1, 2010; and

WHEREAS, the Village received a total of three (3) proposals; and

WHEREAS, staff recommends that the contract be awarded to Aquatic Landscaping Design for tree planting and installation; and

WHEREAS, the Commission has found it to be in the best interests of the residents of the Village to have Aquatic Landscaping Design perform tree planting and installation;

**BE IT RESOLVED BY THE COMMISISON OF THE VILLAGE OF BISCAYNE
PARK, FLORIDA, THAT:**

Description	Size	Cost	Install Labor	Total
Live Oak	12-14'	75	100	175
Live Oak	24-26'	360	275	635
Mahogany	12-14'	75	100	175
Mahogany	24-26'	360	275	635
Crape Myrtle	12-14'	100	85	185
Silver Buttonwood	12-14'	100	100	200
Lysiloma Sabicu	12-14'	120	100	220
Gumbo Limbo	12-14'	75	100	175
Royal Poinciana	12-14'	120	100	220
Yellow Poinciana	12-14'	85	100	185
Queen Crape Myrtle	12-14'	115	85	200
Black Olive	12-14'	115	100	215
Black Olive	24-26'	260	275	535
Hong Kong Orchid	12-14'	115	100	215
Copper Pod (Peltophorum)	12-14'	85	100	185
Geiger Tree	12-14'	160	100	260

Jimmy

AQUATIC LANDSCAPING DESIGN, INC.

About Aquatic Landscaping

We at Aquatic Landscaping take pride in our ability to design and install quality landscaping at reasonable prices. Our design-build approach focuses on the use of readily available specimen material which can be bought & installed at huge discounts. Our inventory includes over 40 acres of field grown material to choose from.

Our Landscaping Services

Our services include value engineering, which can save you thousands of dollars in unnecessary costs. This gives you practical alternatives to existing landscaping plans, without changing the integrity of the original design. We also offer a design/build approach, where we can manage the landscaping for your projects from the planning phase to finish.



Contact Aquatic Landscaping:
 25405 SW 107th Ave
 Homestead, FL 33032
 (305) 257-2220

Residential & Commercial Samples of Our Work

Aquatic Landscaping has completed numerous Commercial and and High End Residential projects in South Florida. Some of the companies we've worked with include Tower-QHL, Ralph Merritt Construction, McClier, and The Redland Company.



Landscape Maintenance & Irrigation Services

We can provide customized landscape maintenance through our maintenance division DJ Lewis LLC. Complete irrigation design, installation, and maintenance is offered by our sister company ADIS LLC. Call us and let us offer you a professional, dedicated, and complete landscaping service.

©2008 Aquatic Landscaping Design, Inc.

Re: Tree Purchase & Tree Trimming Bid Summary

Tree	Size (feet)	Aquatic Landscaping		
		Cost	Labor	Total
Live Oak	12-14	\$75	\$100	\$175
Live Oak	24-26	\$360	\$275	\$635
Mahogany	12-14	\$75	\$100	\$175
Mahogany	26-24	\$360	\$275	\$635
Crape Myrtle	12-14	\$100	\$85	\$185
Silver Buttonwood	12-14	\$100	\$100	\$200
Lysiloma Sabicu	12-14	\$120	\$100	\$220
Gumbo Limbo	12-14	\$75	\$100	\$175
Royal Poinciana	12-14	\$120	\$100	\$220
Yellow Poinciana	12-14	\$85	\$100	\$185
Queen Crape Myrtle	12-14	\$115	\$85	\$200
Baick Olive	12-14	\$115	\$100	\$215
Black Olive	24-26	\$260	\$275	\$535
Hong Kong Orchid	12-14	\$115	\$100	\$215
Copper Pod (Peltophorum)	12-14	\$85	\$100	\$185
Geiger Tree	12-14	\$160	\$100	\$260
				\$4,415

Tree Farm Inc.				
Cost	Labor	Total		
\$150	\$150	\$300		
\$350	\$350	\$700		
\$150	\$150	\$300		
\$350	\$350	\$700		
\$250	\$250	\$500		
\$200	\$200	\$400		
\$300	\$300	\$600		
\$150	\$150	\$300		
\$150	\$150	\$300		
\$150	\$150	\$300		
\$150	\$150	\$300		
\$150	\$150	\$300		
\$350	\$350	\$700		
\$150	\$150	\$300		
\$250	\$250	\$500		
			\$0	
\$250	\$250	\$500		
				\$6,500

South Coast Growers				
Cost	Labor	Total		
\$135	\$85	\$220		
\$475	\$225	\$700		
\$115	\$85	\$200		
\$350	\$225	\$575		
\$185	\$85	\$270		
\$180	\$85	\$265		
\$205	\$85	\$290		
\$125	\$85	\$210		
\$125	\$85	\$210		
\$150	\$85	\$235		
\$185	\$85	\$270		
\$175	\$85	\$260		
\$350	\$225	\$575		
\$175	\$85	\$260		
\$175	\$85	\$260		
				\$5,060

BISCAYNE PARK POLICE DEPARTMENT

MEMORANDUM

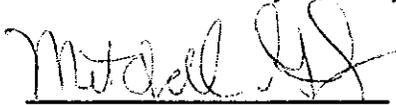
TO: Ms. Ana M. Garcia, Village Manager
FROM: Chief Mitchell Glansberg
DATE: May 27, 2010
CC: Mayor Roxanne Ross, Village Commission, Mrs. Maria Camara,
Village Clerk
RE: Agenda Item, June: Expenditure of Federal Forfeiture Funds

Federal Forfeiture Funds Expenditure:

The Village of Biscayne Park Police Department is seeking expenditure of not more than \$500.00 from the Village of Biscayne Park Police Department's Federal Forfeiture Funds account to be utilized for the purchase of a DVD Recorder and related accessories to be utilized by The Village of Biscayne Park Police Department's Crime Prevention Initiatives.

CERTIFICATION:

I, Mitchell S. Glansberg, Chief of Police, certify that all funds from the above request(s) will be utilized for law enforcement purposes and comply with the requirements of the State of Florida Forfeiture Guidelines and The Department of Justice/Treasury Forfeiture Guidelines, where applicable. The above request has been reviewed and approved by the office of the City Attorney.



Mitchell S. Glansberg
Chief of Police

ORDINANCE NO. 2010-5

**AN ORDINANCE OF THE VILLAGE COMMISSION OF
THE VILLAGE OF BISCAYNE PARK, FLORIDA,
AMENDING THE MUNICIPAL CODE OF THE VILLAGE
BY ADOPTING COMPREHENSIVE PROCEDURES
GOVERNING COMMISSION MEETINGS; PROVIDING
FOR CONFLICT; PROVIDING FOR SEVERABILITY;
PROVIDING FOR INCLUSION; PROVIDING FOR AN
EFFECTIVE DATE**

WHEREAS, the Village Commission of the Village of Biscayne Park finds it to be in the best interests of its citizenry to adopt comprehensive procedures governing Commission meetings;

BE IT ORDAINED BY THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA, AS FOLLOWS:

Section 1. The Municipal Code of the Village of Biscayne Park is hereby amended by adopting comprehensive procedures governing Village Commission meetings as follows:

Sec. 2-18. Comprehensive procedures for Village Commission meetings.

(a) This section shall govern the procedures for meetings of the Village Commission.

(b) Definitions. References in this article to the Florida Statutes shall be interpreted as meaning Florida Statutes as amended from time to time.

(1) Chair means the presiding officer of the Village Commission. The Mayor is the presiding officer, under the Charter, when present. In the absence of the Mayor, the Vice-Mayor shall become the presiding officer. In the absence of both the Mayor and Vice-Mayor, the remaining Village Commission members shall elect a chair for the meeting.

(2) Journal of proceedings means that an account of all proceedings of the Village Commission shall be kept by the Village Clerk and shall be the official record of the Village Commission.

(3) Meeting shall mean any regular, special or workshop meeting of the Village Commission.

(4) Quorum shall mean a majority of the members of the Village Commission.

(c) Village Commission meeting procedures. Section 4.01 of the Charter of the Village of Biscayne Park authorizes the Village Commission to determine and adopt its own rules of procedure for Village Commission meetings. Except as otherwise provided by Village Charter, Village Code or laws of the State of Florida, the functioning and proceedings of the Commission shall be governed by these Commission rules of procedures.

(d) Rules of procedure for Village Commission meetings.

(1) On matters involving parliamentary procedure not provided for in these Commission rules of procedure, the Village Attorney's latest revised edition of Robert's Rules of Order shall be referenced by the Mayor as persuasive rather than binding, and the Mayor's determination shall be final.

(2) The Village Attorney shall act as parliamentarian and, when applicable, shall interpret Robert's Rules of Order for the Commission.

(3) These rules of procedure shall not be altered except by an amending ordinance. These rules of procedure may be suspended, when appropriate, by a majority vote of the Commission.

(e) Village Commission meeting agenda.

(1) The Village Manager shall be responsible for preparing the agenda for all Village Commission meetings. The Charter officials shall meet with the Mayor to finalize the agenda. Village staff may request that a matter of business be placed on the agenda provided sufficient notice is provided to the Village Commission and the Village Manager. Items previously brought before the Village Commission for consideration or for an expression of interest on three (3) occasions, may not be brought forward for reconsideration or expression of interest again before six (6) months have lapsed from the last consideration or expression of interest pertaining to said item, unless a super majority four-fifths (4/5) of the Village Commission agrees to reconsider the item. All proposed agenda items shall be delivered to the Village Clerk's office at a minimum of ten (10) days prior to a regular Village Commission meeting.

(2) Members of the Village Commission may submit items for placement on the agenda. All proposed agenda items shall be delivered to the Village Clerk's office at a minimum of ten (10) days prior to a regular Village Commission meeting. These items shall be part of the meeting notice and part of the meeting agenda. No member of the Village Commission may present more than three (3) items at any meeting.

(3) Except for emergency matters or other special matters requiring the immediate attention of the Village Commission, a listing of business to be considered by the Village Commission shall be prepared by the Village Manager. The Village Manager shall attempt to deliver the listing of business to each member at least seventy-two (72) hours prior to each regular Village Commission meeting.

(4) It is the responsibility of the Village Clerk to compile and deliver the agenda and all supporting documentation under the general supervision and direction of the Village Manager. All members of the Village organization are encouraged to cooperate with the Clerk in making the agenda complete and accurate. Additional items may only be added to the agenda under exigent circumstances to protect the life, health, safety and welfare of the citizens and residents of the Village. The Village Manager may request additional time to study an item not included on the agenda but presented for action at the meeting.

(5) The Village Commission may, upon a majority vote of its members, modify the contents of the agenda at a Village Commission meeting.

(6) Any member of the Village Commission may pull an item off of the consent agenda for discussion and a separate vote on that item. No vote of the Village Commission is required to pull the item off the consent agenda.

(7) Village Commission workshops may be held from time to time for the special purpose of affording the Village Commission an opportunity to discuss items that may be considered at a future Village Commission meeting. Only items on a workshop agenda may be discussed at a Village Commission workshop. Additional items may only be added to the agenda under exigent circumstances to protect the life, health, safety and welfare of the citizens and residents of the Village.

(f) Notice of meetings.

(1) Public notice and posting: The Village Clerk shall publish monthly in a newspaper of general circulation in the Village and post a statement in at least two (2) locations of the dates, times and places (subject to change) of the Village Commission meetings regularly scheduled for the upcoming month. Said publication shall occur no later than the day preceding the first regular meeting of the month. The Village Clerk may use any other medium appropriate for notice of public meetings.

(2) The Village Clerk shall also post a notice of the date, time, and place of each Commission meeting, regular or otherwise, a minimum of twenty-four (24) hours prior to the meeting.

(g) Order of business.

(1) The Mayor shall take the chair at the hour appointed for the meeting of Village Commission and shall call the meeting to order and direct the Clerk to call roll. In the absence of the Mayor, the Vice-Mayor shall preside. If a quorum is present, the meeting shall continue.

(2) The general order of any regular or alternate meeting, which any member of the Village Commission can alter upon request and acceptance, should be as follows. This order and content may vary in consideration of time constraints and/or actual items being considered:

- a. Call to order
- b. Roll call of members

- c. Pledge of Allegiance
- d. Public comments related to agenda
- e. Presentation
- f. Additions, deletions or withdrawals to agenda
- g. Consent agenda
- h. Public hearings
- i. Ordinances
- j. Resolutions
- k. Old business
- l. New business
- m. Good and welfare
- n. Reports
- o. Announcements

(h) Rules for conduct of business.

(1) Village Commission's duties.

a. Recognition shall be given only by the presiding officer. Upon being recognized the member may proceed.

b. No member may filibuster. No member may speak more than five (5) minutes continuously, except by leave of the Mayor. The decision of the Mayor is final, unless a majority of the Village Commission votes to the contrary.

c. A member may speak a second time on any one (1) question only after all members have been given an opportunity to speak.

d. The Mayor shall regulate debate in any other manner that she/he deems necessary, provided that the rights of all persons to express their views are respected.

e. Questions and comments by members of the Village Commission should be reserved insofar as possible for the end of a presentation to avoid interrupting the speaker, disrupting the time-keeping process and duplicating ground the speaker may cover. All members of the Village Commission shall be permitted to speak on any matter and shall not be ruled out of order by the presiding officer unless the member has made abusive, derogatory or rude remarks. No member of the Village Commission shall be limited in his or her debate on any issue, except as otherwise provided herein, unless the member engages in abusive, derogatory or rude comment.

f. All members of the Village Commission shall accord the utmost courtesy to each other, to Village employees, and to public members appearing before the Village Commission, and shall refrain at all times from rude and derogatory remarks, reflections as to integrity, abusive comments, and statements as to motives and personalities.

g. The Village Manager may speak to any matter on which he or she has information for the Village Commission.

h. It shall be unlawful for any individual or member of the Village Commission to disturb or disrupt a meeting of the Village Commission or refuse to obey the orders of the Mayor or presiding officer in the conduct of the meeting. Any individual or member of the Village Commission who causes a disruption or disturbance of the meeting shall be warned by the Mayor or presiding officer that the conduct is interfering or disturbing the order of the meeting and shall be given the opportunity to cease the conduct constituting an interruption or disturbance. If the individual or member of the Village Commission fails to cease the offending conduct and continues to interrupt or disturb the meeting, the individual or member of the Village Commission shall be removed from the meeting by the Police Chief or his authorized agent in attendance at the meeting if so directed by the Mayor or presiding officer. Once removed, the individual or member of the Village Commission shall be barred from further audience for the remainder of the meeting.

i. In the event that the Mayor or presiding officer fails to act, any member of the Village Commission may move to require the presiding officer to act to enforce the rules, and the affirmative vote of the majority of the Village Commission members present at that time shall require the presiding officer to act.

j. Any individual or Village Commission member who, at a Village Commission or board meeting, willfully interrupts or disturbs such meeting in violation of Section 871.01, Florida Statutes, entitled "Disturbing Schools and Religious and Other Assemblies," is subject to arrest by those law enforcement officers present. No action by the presiding officer is required for a law enforcement officer to enforce Section 871.01, Florida Statutes, as may be amended from time to time.

k. Each public officer serving on the Village Commission or an advisory board of the Village, when appearing before any other governmental body or within the contents of any written communication, pledges to inform the recipient of the oral or written communication that the issue before such governmental body or in writing has or has not been addressed officially by the Village Commission or the advisory board of which he or she is a member; and further pledges to inform the recipient(s) of the oral or written communication of any official position taken by the Village Commission or an advisory board and indicate that his or her appearance or written correspondence is or his not authorized by the Village Commission or an advisory board. When a member of the Village Commission is representing the Village Commission before another governmental body, said member of the Village Commission shall, at a minimum, update the other members of the Village Commission and the Village Manager at the next scheduled Village Commission meeting.

(2) Residents/Interested parties' duties.

a. Members of the public may speak only at times designated by the Mayor or presiding officer

b. The member of the public shall step to the floor microphone and state her/his name and address in an audible tone for the Clerk's record.

c. Remarks shall be limited to the question(s) under discussion, unless such remarks come during the public participation section of the meeting.

d. During public participation any member of the public may speak to any issue that is not on the agenda for public hearing during the Village Commission meeting. Speakers will be limited to three (3) minutes during this time. There will be a thirty-minute aggregate time limit for this item, and speakers are encouraged to sign up in advance with the Village Clerk prior to their participation.

e. All remarks shall be addressed to the Village Commission as a body through the Mayor, and not to any member thereof.

f. Cumulative and repetitive testimony should be avoided on any matter. Persons of the same position as the previous speaker may simply state their names, address and the positions with which they agree.

g. Any person making disruptive, impertinent or slanderous remarks, or who shall become boisterous while addressing the Village Commission and refuses to stop may be requested to leave the meeting by the Mayor, pursuant to subsections(h)(1)h. and (h)(1)i.

h. Persons whose allotted time to speak has expired shall be so advised by the Village Clerk to conclude. Public hearings consist of those agenda items where the public may participate. The public shall speak only on the agendized subject. Speaking time for members of the public is limited to three (3) minutes for any particular topic. Additional time may be added by the Village Commission. Members of the public shall not delegate or give their time, or any portion thereof, to another party. For a public hearing, the Village Commission may set an aggregate time limit for public comment. When an issue has been designated as quasi-judicial, public remarks shall only be heard during a quasi-judicial hearing that has been properly noticed for that matter.

(i) Enforcement.

(1) During Village Commission meetings, Village Commission members shall preserve order and decorum and shall neither by conversation nor otherwise delay or interrupt the proceedings or the peace of the Village Commission nor refuse to obey the rules of the Village Commission.

(2) Anyone in the audience creating an atmosphere detrimental or disturbing to the conduct of the meeting will be asked to leave by the Mayor, pursuant to subsections (h)(1)h and (h)(1)i.

(3) The order, if not heeded, will then cause the police to eject the person from the Commission Chambers upon instruction from the Mayor, pursuant to subsections (h)(1)h and (h)(1)i.

(j) Procedure for Village Commission actions.

(1) A member may speak on any item to be considered by the Village Commission; call for the question (for the question to be called, requires a 2/3 vote of the Village Commission); ask for a statement of the question (which the Mayor or Clerk shall render); call for a division of the questions (the Mayor shall render a decision regarding

the divisibility of any question and said decision shall be subject to appeal as is a question of order); and question the Village Manager or Village Attorney.

(2) Pursuant to subsection (e), any member may introduce items to be considered by the Village Commission, such as the member deems appropriate. It is preferred that it be submitted to the Village Manager to be included on an appropriate agenda.

(3) The Village Commission may consider and act upon such other business as may come before it. When new business is offered as a motion and seconded, it shall be written and read to the Village Commission by the Village Clerk before debate. After a motion has been read by the Village Clerk, it shall be deemed to be in the Village Commission's possession and may be withdrawn only by leave of the Village Commission.

(4) Form of ordinances/resolutions shall contain not more than one (1) subject, which shall be fully described in the title in easily understood terms.

(5) Motion to reconsider: Any member who voted on the prevailing side may move a reconsideration of any action of the Village Commission, provided that the motion be made not later than the next regular meeting after such action was taken. A motion to reconsider shall be in order at any time, except when a motion on some other subject is pending. A motion to reconsider being laid upon the table may be taken up and acted upon at any time.

(6) Motion made and additional proper motions: When a question is before Village Commission or under debate, or a motion has been made, no other motion shall be proper, except the following and these take precedence according to the order listed:

- a. To adjourn;
- b. To table until future stated time;
- c. Requested cessation of debate and vote are taken;
- d. To refer to a standing or ad hoc committee;
- e. To amend the matter under discussion;
- f. To postpone action for an indefinite time or to a certain date.

(7) Questions without debate: The following questions shall be considered without debate:

- a. To adjourn;
- b. To lie on the table;
- c. To take from the table;
- d. All questions relating to priority.

(8) Motion to postpone – Adjourn.

a. A motion to postpone (to a day certain or indefinitely) shall not again be allowed at the same reading of the ordinance or resolution under consideration.

b. A motion to adjourn shall always be in order, but if decided in the negative, it shall not be entertained again until some motion, order, or decision has taken place.

(9) Motion to take from the table: A motion to remove any matter from the table shall be in order after consideration of one (1) question succeeding the tabling. This item may be overturned by a majority vote of the Village Commission.

(10) Motion to amend or revise: A motion to amend or revise shall be divisible into two (2) separate motions: a motion to strike and a motion to insert. A refusal to strike is equivalent to agreeing to the matter in the form. However, this does not preclude further amendment by way of addition.

(11) Appeal decision of the chair: On appeal from the decision of the chair, no member shall speak more than once, and the chair shall have preference.

(12) Call to order: Can be made at any time when the order of business is being varied from. It requires no second, and is in order when another has the floor, even though it interrupts a speech, as a single member has a right to demand that the order of business be conformed to.

(k) Voting procedures.

(1) Every member present, when a question is put, shall vote unless the member has a conflict of interest. Any member abstaining from voting must make a brief statement for such request and will fill out all appropriate paperwork to be filed with the Village Clerk at the meeting where the conflict is announced, pursuant to Chapter 112, Florida Statutes, as amended from time to time. The question shall then be immediately taken without further debate.

(2) Voting on all legislation shall be oral and in open Village Commission meetings. No proxy votes are permitted. When the Village Clerk calls the roll, each member shall respond "yes," "no," "aye," or "nay." No other comment is permitted during voting. The order of voting shall rotate in a random manner except the Mayor votes last.

(3) The Village Clerk will announce whether the matter passed or failed.

Section 2. Repeal of Conflicting Provisions. To the extent any provisions of the Code conflict with this Chapter, those provisions are repealed in its entirety.

Section 3. 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 4. Inclusion in the Code. It is the intention of the Village Commission, and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Code of the Village of Biscayne Park, Florida; that the sections of this Ordinance may be renumbered or relettered to accomplish such intentions; and that the word "Ordinance" shall be changed to "Section" or other appropriate word.

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:

Roxanna Ross, Mayor

Attest:

Mayor Ross _____
Vice Mayor Childress _____
Commissioner Anderson _____
Commissioner Bernard _____
Commission Cooper _____

Village Clerk

Approved as to form:

John J. Hearn, Village Attorney



Village of Biscayne Park

640 NE 114th Street
Biscayne Park, FL 33161

Tel: 305 899 8000

Fax: 305 891 7241

Mayor and Commission

Roxanna Ross
Mayor

Albert Childress
Vice Mayor

Robert "Bob" Anderson
Commissioner

Steve Bernard
Commissioner

Bryan Cooper
Commissioner

Ana Garcia
Village Manager

John J. Hearn
Village Attorney

Maria Camara
Village Clerk

June 2, 2010

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

From: Ana Garcia, Village Manager

Re: Ordinance 2010-9 – Garbage Containers

Background Analysis:

Working with Public Works and during my observations of the garbage and trash pick ups, staff is picking up garbage containers that are bigger than what is allowed by our code which is 30 gallons. Many residences are utilizing the larger 96 gallon containers which when full, can weigh in excess of 350lbs. This requires the driver to step out of the truck to assist the loader which decreases the level of performance of the team, the efficiency of the operation, and most important it can cause injuries.

In looking at the standard size trash containers available, a 36 gallon size is more suitable for our staff to pick up and is readily available to our residents. It will not only lessen the likelihood of injuries, but will improve efficiencies in their workflow.

Through this ordinance our code is being changed to define approved containers not to exceed 36 gallons.

Fiscal/ Budgetary Impact:

Minimize injuries to our staff which can result in potential worker's compensation claims. Increase efficiency in the performance of the team for increased time management.

Recommendation:

Manager recommends approval at first reading.

ORDINANCE NO. 2010-9

**AN ORDINANCE OF THE VILLAGE COMMISSION OF
THE VILLAGE OF BISCAYNE PARK, FLORIDA,
AMENDING CHAPTER 6, PUBLIC FACILITIES AND
SERVICES, SECTION 6.3.2 OF THE MUNICIPAL CODE
RELATING TO GARBAGE CONTAINERS; PROVIDING
FOR CONFLICT; PROVIDING FOR SEVERABILITY;
PROVIDING FOR INCLUSION; PROVIDING FOR AN
EFFECTIVE DATE**

WHEREAS, the Municipal Code currently limits the size of residential garbage cans to a capacity of thirty (30) gallons or less; and

WHEREAS, residential garbage cans that are typically sold in stores have a capacity of thirty six (36) gallons; and

WHEREAS, in order to allow residents to purchase garbage cans that are commonly sold, the Village Commission finds it to be in the best interests to amend Section 6.3.2 relating to garbage containers; now, therefore

BE IT ORDAINED BY THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA, AS FOLLOWS:

Section 1. Chapter 6, Public Facilities and Services, Section 6.3.2, of the Municipal Code of the Village of Biscayne Park relating to garbage containers is hereby amended to read as follows:

Sec. 6.3.2. Containers.

(a) Each residential unit shall have a sufficient number of garbage cans or approved containers, not to exceed thirty six (36) gallons in capacity, to accommodate all garbage, leaves and grass cuttings. Garbage cans shall be kept tightly closed at all times and easily accessible to collectors. Collection service may be discontinued where the garbage cans or containers are determined to be unfit for receptacles by the public works department. Failure of the property owner to provide proper garbage cans or containers which results in a discontinuance of service shall subject the property owner to the penalty provisions of this code.

* * *

Section 2. Repeal of Conflicting Provisions. To the extent any provisions of the Code conflict with this Chapter, those provisions are repealed in its entirety.

Section 3. 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 4. Inclusion in the Code. It is the intention of the Village Commission, and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Code of the Village of Biscayne Park, Florida; that the sections of this Ordinance may be renumbered or relettered to accomplish such intentions; and that the word "Ordinance" shall be changed to "Section" or other appropriate word.

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:

Roxanna Ross, Mayor

Attest:

Mayor Ross _____
Vice Mayor Childress _____
Commissioner Anderson _____
Commissioner Bernard _____
Commission Cooper _____

Village Clerk

Approved as to form:

John J. Hearn, Village Attorney



Village of Biscayne Park

640 NE 114th Street
Biscayne Park, FL 33161

Tel: 305 899 8000

Fax: 305 891 7241

June 2, 2010

To: Ana Garcia, Village Manager
From: Mayor Roxanna Ross

Re: Ordinance 2010-10 – Municipal Public Service Tax (Utility Tax)

Background Analysis:

The workshops held in April, 2010 explored sources of revenue available the Village, included the Municipal Public Service Tax authorized by Fla. Stat. 166.231, *et seq.*, which authorizes the levy of a tax, not to exceed 10%, “. . . on the purchase of electricity, metered natural gas, liquefied petroleum gas either metered or bottled, manufactured gas either metered or bottled, and water service.”

Presently, Village Code Sec. 16-16 authorizes a levy to be imposed on the purchase of electricity, metered gas and bottled gas only, not to exceed 10%, with the current rate set at 8%, and thereafter set by commission after a public hearing.

Miami Dade County Property Appraiser's official June 1st estimates of taxable value report a decline in residential real property values for the Village of 22.3%. At our current millage rate of 0.89%, this decline in taxable values represents an estimated loss of ad valorem tax revenue to the Village exceeding \$300,000.

Increasing the levy rate for the Municipal Public Service Tax on electricity from 8% to 10%, plus expanding its application to include water service would provide the Village with additional needed revenue to recover from the loss of ad valorem tax which support funding operations and the services that our residents have grown to expect.

Fiscal/ Budgetary Impact: (see attached detail)

An increase in the Municipal Public Service Tax for electricity from the current of 8% to 10% will result in average annual increased expenditure per household of \$19, and estimated annual revenue to the Village of \$24,710.

Extended the Municipal Public Service Tax to water service at the rate of 10% represents an annual increased expenditure on basic usage of \$16 per household, and estimated annual revenue to the Village of \$21,270.

Recommendation:

In order to mitigate the projected revenue losses caused by continued declining taxable values and ad valorem revenue (as well as trending declines in non ad valorem revenues), I propose that this Commission approve Ordinance 2010-10 on first reading.

**BISCAYNE PARK ELECTRIC UTILITY TAX
ESTIMATED ANNUAL REVENUE**

ACTUAL REVENUES YE 9/30/09 @ 8%	\$	98,841
Estimate additional 2% to Annual Revenues	\$	24,710
Average annual Impact per Household	\$	19
Average Monthly Impact per Household	\$	1.58

**BISCAYNE PARK WATER UTILITY TAX
ESTIMATED ANNUAL REVENUE**

	Units	Quarterly Min Chg	Min chg X Units
Total Units	1305	\$ 41.48	\$ 54,131
Foreclosure Units	23		
Net Units	<u>1282</u>	\$ 41.48	\$ 53,177
	Utilities Svc Chg		<u>10.00%</u>
	Quarterly revenue		\$ 5,318
	Billing cycle		4
	Est Annual Revenue		<u>\$ 21,271</u>

BREAKDOWN OF MINIMUM MONTHLY WATER BILL:

min fee	30.58
surcharge	7.65
Cnty Svc fee	3.25
Total	<u>41.48</u>

ORDINANCE NO. 2010-10

AN ORDINANCE OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA, REPEALING CHAPTER 16, DIVISION 2 ENTITLED "ELECTRICITY, METERED AND BOTTLED GAS", SECTIONS 16-16 THROUGH 16-24 IN THEIR ENTIRETY; REPEALING CHAPTER 16, DIVISION 3 ENTITLED "TELECOMMUNICATIONS", SECTIONS 16-31 THROUGH 16-36 IN THEIR ENTIRETY; DELETING THE REFERENCE TO DIVISION 1 OF CHAPTER 16 ENTITLED "GENERALLY"; CREATING NEW SECTIONS 16-12 THROUGH 16-19 RELATING TO MUNICIPAL PUBLIC SERVICE TAX; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Village Commission held two workshops in April, 2010 which explored additional sources of revenue available to the Village, including a municipal public service tax on the purchase of electricity, metered and natural gas, liquefied petroleum gas (either metered or bottled), manufactured gas (either metered or bottled), and water service, consistent with Section 166.231, et seq. of the Florida Statutes; and

WHEREAS, the current Village Code authorizes a levy to be imposed on the purchase of electricity, metered gas and bottled gas only with the current rate set at eight percent (8%); and

WHEREAS, pursuant to the recommendations of Mr. Ken Small of the Florida League of Cities, this ordinance adopts the public service tax ordinance approved by other cities and repeals the Village's current public service tax ordinance; and

WHEREAS, this new ordinance expands public service tax to include water service and increases the levy rate from eight percent (8%) to ten percent (10%); and

WHEREAS, the Village Commission finds it in the best interests of the Village and its citizens to repeal certain sections of Chapter 16 and to replace those sections with new sections relating to municipal public service tax; now, therefore

BE IT ORDAINED BY THE VILLAGE COMMISSION OF THE VILLAGE OF
BISCAYNE PARK, FLORIDA, AS FOLLOWS:

Section 1. Chapter 16, Division 2 entitled "Electricity, Metered and Bottled Gas", Sections 16-16 through 16-24 of the Municipal Code of the Village of Biscayne Park are hereby repealed in their entirety.

Section 2. Chapter 16, Division 3 entitled "Telecommunications", Sections 16-31 through 16-36 of the Municipal Code of the Village of Biscayne Park are hereby repealed in their entirety.

Section 3. The reference to Chapter 16, Article 1 entitled "Generally" of the Municipal Code of the Village of Biscayne Park is hereby deleted.

Section 4. New Section 16-12 of Chapter 16 of the Municipal Code of the Village of Biscayne Park is hereby created to read as follows:

Sec. 16-12. Definitions Applicable to Sections 16-12 through 16-19.

(1) A "Seller" is a person, firm, corporation, or other legal entity who sells a service that is subject to a levy.

(2) The term "electronic transfer means the use of the Automated Clearing House (the "ACH"), or other electronic transfer system approved by the Village Manager or his/her designee on a case by case basis, by the Seller, to send the taxes collected directly from the Seller's bank to the Village's primary bank.

(3) "Fuel oil" shall include fuel oil grades Nos. 1, 2, 3, 4, 5, and 6, kerosene and coal oil.

(4) The terms "remit," "remittance" and "remitting", for the purposes of the tax imposed by this Chapter, mean the sending by the Seller and the receipt by the Village of all taxes levied and collected pursuant to Chapter 16. The date of receipt of such taxes by the Village will be the date of postmark, or if by electronic transfer, the date received by the Village's primary bank as indicated on the Village's bank statement.

(5) The term "return" means the supporting documentation submitted periodically in accordance with the provisions of this Chapter, and to be accompanied by the tax remittance, if any for that period, to the Village Manager or his/her designee, which at a minimum shall indicate:

(a) the name and address of the Seller; and

(b) the time period covered with respect to the particular return being filed;
and

(c) the amount (in U.S. Dollars) of the revenue collected from the sale of the taxable service; and

(d) the amount (in U.S. Dollars) of any collection allowance taken in accordance with Florida law; and

(e) the amount (in U.S. Dollars) of tax being remitted to the Village, or having been sent by electronic transfer to the Village's bank, which is the subject of the particular return being filed; and

(f) the name and telephone number of a person authorized by the Seller to respond to inquiries from the Village concerning how the Seller is administering and collecting the tax.

Those Sellers remitting the tax by electronic transfer must nevertheless send periodic returns to the Village Manager or his/her designee.

(6) The term "tax" or "taxes" means the municipal public service tax authorized pursuant to Section 166.231, Florida Statutes or Section 166.232, Florida Statutes, and this Chapter.

(7) The term "levy" means and includes the imposition of the tax under Sections 166.231 and 166.232, Florida Statutes, all changes in the rate of the tax imposed under either of those Sections, and all changes of election under Section 166.231(9)(a), Florida Statutes.

Section 5. New Section 16-13 of Chapter 16, of the Municipal Code of the

Village of Biscayne Park is hereby created to read as follows:

Sec. 16-13. Purchase of Electricity, Gas, Fuel Oil, and Water Service – Levy of Tax; Amount; Payment Generally of Tax.

(1) Except as provided below or as otherwise exempted by Section 16-15, there is hereby levied and imposed by the Village on each and every purchase of electricity, metered or bottled gas (natural liquefied petroleum gas or manufactured gas), fuel oil, and water service, within the corporate limits of the Village, a tax at the rate of ten percent (10%) of the total amount charged for such utility service or commodity. For purposes of calculating the tax, the amount charged for the taxable service shall be deemed to include any gross receipts taxes and franchise fees separately stated on the customer's bill.

(2) The tax imposed by this section shall not be applied against any fuel adjustment charge, and such charge shall be separately stated on each bill. "Fuel adjustment charge" shall mean all increases in the cost of utility services to the ultimate consumer resulting from an increase in the cost of fuel to the utility subsequent to October 1, 1973.

(3) Subject to the provisions of Section 16-16, such tax shall in every case be paid by the purchaser for the use of the Village to the Seller of such electricity, metered or bottled gas, fuel oil or water service at the time of paying the charge therefor.

Section 6. New Section 16-14 of Chapter 16 of the Municipal Code of the Village of Biscayne Park is hereby created to read as follows:

Sec. 16-14. Collection Generally and Disposition of Tax; Discontinuance of Service Upon Failure of Purchaser to Pay Tax and Seller's Charge.

(1) It shall be the duty of every Seller of electricity, metered or bottled gas (natural or manufactured), fuel oil or water service to collect from the purchaser for the use of the Village the tax levied by the preceding section, at the time of collecting the selling price charged for each transaction and to file a return and remit on or before the twentieth (20th) day of each calendar month, or if the twentieth day is either a legal holiday or is not a Village business day, then on or before the first Village business day, that is not also a legal holiday, following the twentieth day of the month, unto the Village Manager or his/her designee all such taxes levied and collected during the preceding calendar month. It shall be unlawful for any Seller to collect the price of any sale of electricity, metered or bottled gas (natural or manufactured), fuel oil or water service without, at the same time, collecting the tax hereby levied in respect to such sales, unless such Seller shall elect to assume and pay such tax without collecting the same from the purchaser. Any Seller failing to collect such tax at the time of collecting the price of any sale where the Seller has not elected to assume and pay such tax shall be liable to the Village for the amount of such tax in like manner as if the same had actually been paid to the Seller, and the Village shall cause to be brought all suit actions and to take all proceedings as may be necessary for the recovery of such tax; provided, however, that the Seller shall not be liable for the payment of such tax upon uncollected charges. If any purchaser shall fail, neglect or refuse to pay to the Seller the Seller's charge and the tax hereby imposed and as hereby required on account of the sale for which such charge is made, or either, the Seller shall have and is hereby vested with the right, power and authority to immediately discontinue further service to such purchaser until the tax and the Seller's bill shall have been paid in full.

(2) All Sellers may remit by hand-delivery, postal service or electronic transfer. However, if a Seller elects to remit by electronic transfer, that Seller shall thereafter always remit by electronic transfer.

(3) Notwithstanding any other provision of this section, in the event the total amount of tax anticipated to be collected within a calendar quarter does not exceed one hundred twenty dollars (\$120), the Seller of such service may, with the written authorization of the Village, remit the taxes collected during such calendar quarter to the Village quarterly. In such case, the tax shall be due on or before the twentieth day of the month following the end of the calendar quarter in which the taxes were collected.

Section 7. New Section 16-15 of Chapter 16 of the Municipal Code of the Village of Biscayne Park is hereby created to read as follows:

Sec. 16-15. Exemptions and Exclusions from Payment of Tax.

(1) Purchases by the United States Government, this State, and all counties, school districts, and municipalities of the State, and by public bodies exempted by law or court order, are exempted from the tax authorized by Section 16-13. However, governmental bodies which sell or resell taxable service to non-exempt end users must collect and remit the tax levied under Section 16-13.

(2) The following purchases of bottled gas and/or fuel oil are hereby excluded from the tax levied by Section 16-13:

(a) Purchases of special fuels as defined in Section 206.86(1), Florida Statutes, to be used in an internal combustion engine or motor to propel any form of vehicle.

(b) Purchases of fuel oil for use as an aircraft engine fuel or propellant.

(c) Fuel oil to be used as a raw material in a manufacturing process or to be used as a cleaning agent or solvent when certified by the purchaser that such fuel oil shall be used only as a raw material or cleaning agent or solvent. Such purchases and certification shall be reflected monthly on forms prescribed by the Treasurer.

(3) Purchases by any recognized church in the Village for use exclusively for church purposes are hereby exempt from the tax authorized by Section 16-13.

Section 8. New Section 16-16 of Chapter 16 of the Municipal Code of the Village of Biscayne Park is hereby created to read as follows:

Sec. 16-16. Computation of Tax When Seller Collects the Price Thereof in Monthly Periods.

In all cases where the seller of electricity, metered or bottled gas (natural or manufactured), fuel oil or water service collects the price thereof in monthly periods, the tax hereby levied may be computed on the aggregate amount of sales during such period; provided, that the amount of tax to be collected shall be to the nearest whole cent to the amount computed, and shall not exceed the rates set forth in Section 16-13 for any monthly period on each separate service. Such service shall be classified as a separate service in case of metered electricity, gas or water, whenever an individual meter is used for the measuring thereof.

Section 9. New Section 16-17 of Chapter 16 of the Municipal Code of the Village of Biscayne Park is hereby created to read as follows:

Sec. 16-17. Records to be Kept by Seller; General Administrative Audit Plan for Enforcement of Ordinance; authority of Village to Audit Such Records.

(1) Each and every Seller of electricity, metered or bottled gas (natural or manufactured), fuel oil, or water service shall keep at its principal place of business complete records showing all sales in the Village of such commodities or service, which records shall show the price charged upon such sale, the amount of taxes charged upon each sale, the date of the sale, the date of payment thereof, the date such tax was remitted to the Village, the period of time covered by such remittance and other related information that may be required to verify proper collection and remittance of said taxes.

(2) To assure proper administration of the provisions of this Chapter, the Village may, where possible and practical, conduct a periodic audit of such sales records of all businesses in connection with which the tax is imposed under this Chapter. Failure to conduct such an audit will not eliminate the liability of the Seller for collection and remittance of such tax.

(3) Pursuant to Section 166.234, Florida Statutes, the Village may, during the Seller's normal business hours at the official location of the Seller's books and records, audit the records of any Seller of a service that is taxable by the Village under Section 166.231, Florida Statutes or Section 166.232, Florida Statutes, for the purpose of ascertaining whether taxable services have been provided or the correctness of any return that has been filed or payment that has been made, if the Village's power to assess tax or grant a refund is not barred by the applicable limitations period. Each such Seller must provide to the Village, upon sixty (60) days' written notice of intent to audit from the Village, access to applicable records for such service, except an extension of this sixty (60) day period must be granted if reasonably requested by the Seller. The Seller may at its option waive the sixty (60) day notice requirement. If either the Village or the Seller requires an additional extension, it must give notice to the other no less than thirty (30) days before the existing extension expires, except in cases of bona fide emergency or waiver of the notice requirement by the other party. In an audit, the Seller is liable only for its taxable accounts collected which correspond to the information provided to it by the Village under Section 166.233(3), Florida Statutes. As used in this section, "applicable records" means records kept in the ordinary course of business which establish the collection and remittance of taxes due. Such applicable records may be provided to the Village on an electronic medium if agreed to by the Seller and the Village. In accordance with Section 166.231(9)(c), Florida Statutes, any information received by the Village or its agent in connection with such audit is confidential and exempt from the provisions of Section 119.07(1), Florida Statutes.

Section 10. New Section 16-18 of Chapter 16, Article II, of the Municipal

Code of the Village of Biscayne Park is hereby created to read as follows:

Sec. 16-18. Interest and Penalties for Late Payments and Late Returns.

Any Seller of electricity, metered or bottled gas (manufactured or natural), fuel oil or water service failing to remit to the Village on or before the twentieth day of each calendar month or quarter, as applicable, or if the twentieth day is either a legal holiday or is not a Village business day, then on or before the first Village business day, that is not also a legal holiday, following the twentieth day of the month or quarter, as applicable, all such taxes levied and collected during the preceding tax period shall be liable for interest on the unpaid amount of tax at the rate of one percent (1%) per month

from the date the tax was due until paid. In addition, penalties will be assessed at a rate of five percent (5% per month of the delinquent tax, not to exceed a total penalty of twenty five percent (25%), except that in no event will the penalty for failure to file a return be less than fifteen dollars (\$15.00). In the case of a fraudulent return or a willful intent to evade payment of the tax, the Seller making such fraudulent return or willfully attempting to evade payment of the tax, shall be liable for a specific penalty of one hundred percent (100%) of the tax. Interest and penalties shall be computed on the net tax due after application of any overpayments. The interest and penalties shall accrue from the due date until the date such taxes are paid, provided however, that the Treasurer may settle or compromise any interest due pursuant to this section as is reasonable under the circumstances.

Section 11. New Section 16-19 of Chapter 16 of the Municipal Code of the Village of Biscayne Park is hereby created to read as follows:

Sec. 16-19. Costs Incurred in Pursuit of Tax or Information as a Result of a Violation of any of Sections 16-12 through 16-18.

The Village is entitled to and may assess against Sellers not complying with any provision of this Chapter, a fee being based upon the actual costs incurred by the Village in collecting the tax or information due.

Section 12. Repeal of Conflicting Provisions. To the extent any provisions of the Code conflict with this Chapter, those provisions are repealed in its entirety.

Section 13. 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 14. Inclusion in the Code. It is the intention of the Village Commission, and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Code of the Village of Biscayne Park, Florida; that the sections of this Ordinance may be renumbered or relettered to accomplish such intentions; and that the word "Ordinance" shall be changed to "Section" or other appropriate word.

Section 15. 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:

Roxanna Ross, Mayor

Attest:

Village Clerk

Approved as to form:

John J. Hearn, Village Attorney

Mayor Ross _____
Vice Mayor Childress _____
Commissioner Anderson _____
Commissioner Bernard _____
Commission Cooper _____

ORDINANCE NO. 2010-4

**AN ORDINANCE OF THE VILLAGE COMMISSION OF
THE VILLAGE OF BISCAYNE PARK, FLORIDA,
AMENDING THE MUNICIPAL CODE OF THE VILLAGE
OF BISCAYNE PARK BY ADOPTING A CODE OF
CONDUCT FOR ALL ELECTED OFFICIALS, BOARD
MEMBERS AND VILLAGE EMPLOYEES; PROVIDING
FOR CONFLICT; PROVIDING FOR SEVERABILITY;
PROVIDING FOR INCLUSION; PROVIDING FOR AN
EFFECTIVE DATE**

WHEREAS, the Village Commission of the Village of Biscayne Park finds it to be in the best interests of its citizenry to adopt a code of conduct for all elected officials and board members; now, therefore

BE IT ORDAINED BY THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA, AS FOLLOWS:

Section 1. The Municipal Code of the Village of Biscayne Park is hereby amended by adopting comprehensive procedures governing Village Commission meetings as follows:

Sec. 2-1. Code of conduct for all elected officials, board members and public employees.

(a) Declaration of policy. High moral and ethical standards among public officials, both elected and appointed, and public employees are essential to gain and maintain the confidence of the public because such confidence is essential to the conduct of free government. ~~They are the agents of the people and hold their positions for the benefit of the people.~~ The proper operation of democratic government requires that public officials be independent and impartial when establishing policy and that their positions never be used for personal gain. They are the agents of the people and hold their positions for the benefit of the people.

All elected and appointed officials, Village employees, and others who participate in the Village's government are required to subscribe to this chapter and the conflict of interest and code of ethics ordinance codified as subsection 2-11.1 of the Code of Miami-Dade County. ~~All elected and appointed officials, Village employees, and others who participate in the Village's government are required to understand how those ordinances apply to their specific responsibilities. All elected and appointed officials shall receive a copy of this section and will subscribe to the standards delineated in the code when carrying out their responsibilities.~~

(b) Definitions. ~~Below is a list of terms with their associated meanings.~~ The following terms for purposes of interpreting this code of conduct shall have the meanings indicated below:

Attitude. The manner in which one shows one's dispositions, opinions, and feelings.

Behavior. External appearance or action; manner of behaving; carriage of oneself.

Civility. Politeness, consideration, courtesy.

Conduct. The way one acts; personal behavior.

Courtesy. Politeness connected with kindness.

Decorum. Suitable; proper; good taste in behavior.

Grandstanding. Utilizing public meeting time ostentatiously and hampering the efficient conduct of business.

Manners. A way of acting; a style, method, or form; the way in which things are done.

Point of order. An interruption of a meeting to question whether rules or bylaws are being broken, such as the speaker has strayed from the motion currently under consideration.

Point of personal privilege. A challenge to a speaker to defend or apologize for comments that a fellow member considers offensive.

Propriety. Conforming to acceptable standards of behavior.

Protocol. The courtesies that are established as proper and correct.

Public disruption. Behavior that disrupts the proceedings in a manner obviously hostile to the purpose of the meeting.

Public official. Any appointed or elected official and specifically includes, but is not limited to, the Mayor and Village Commission, and all board and committee members and administrative officials.

(c) Minimum Standards. This code of conduct is designed to address the manner in which public officials should treat one another, Village staff, constituents, and others they come into contact with in representing the Village of Biscayne Park.

Public officials are called upon to exhibit appropriate behavior at all times. Demonstrating respect for each individual through words and actions is the touchstone that can help guide public officials to take appropriate actions even in the most difficult situations. The Village's code of conduct includes the following minimum standards:

(1) Uphold the United States and Florida Constitutions, laws and regulations and the Village of Biscayne Park's Charter, ordinances and regulations, ~~and never knowingly be a party to their evasion.~~

(2) Place the Village's Charter, Code of Ordinances, rules, codes and interests ahead of any group or individual interests or concerns. ~~No public official shall put individual concerns or interests before that of the Village and the Village's Code of Ordinances, before, during or after making a recommendation or a decision on a pending application.~~

(3) Seek to find and use the most equitable, efficient, effective and economical means for getting tasks accomplished, and not unnecessarily burdening staff with time consuming, unnecessary or frivolous requests related to personal concerns or individual points of view.

(4) Adopt policies (and programs, as applicable) that support the rights and recognize the needs of all citizens regardless of race, sex, sexual orientation, age, religion, creed, country of origin or disability. ~~Avoid adopting policies (or supporting programs) or engaging in activities that discriminate against or offend individuals because of race, sex, sexual orientation, age, religion, creed, country of origin or disability.~~

(5) Disclose all business, professional (including but not limited to boards, clubs, civic and professional organizations) and on-going personal relationships with anyone coming before the Commission or Board, or doing business with, employed by or seeking to do business with or to be employed by the Village of Biscayne Park.

(6) To the extent that the Village will incur an expense or enter into any activity that could result in the Village incurring an expense, no elected official or board/committee member may contact a Village consultant or vendor without first going through the Village Manager. If the Manager considers it necessary, he or she may bring the matter to the next Commission meeting to discuss the effect on the budget of such expense.

(7) Public records and information requests by a public official that involve an excessive amount of staff time in research, analysis or copying shall be treated as a public records request, requiring a written request, and if appropriate, a deposit for payment of the fees which would be charged to the general public for such a request, unless the request made at the direction of a majority of the Commission, or the charge is waived by a majority of the Commission.

~~(5)~~ (8) Ensure the integrity of the actions of each board, committee or the Village Commission by avoiding discrimination through the dispensing of special favors, or unfair privileges to anyone, whether for remuneration or not.

~~(6)~~ (9) Make no private promises of any kind binding upon the duties of any office, since a public official is a public servant, and should have no private work which can be binding on public duty.

~~(7) Do not take public positions or engage in any activity that advocates or supports an applicant, group, organization, business or position on any matter or issue that will come before your respective board or committee. No appointed public official shall advocate, lobby, or take any action involving the community or the Village Commission on an item that has been considered or is to be heard by that appointed public official's board or committee. The appointed board or committee, as a whole, shall issue a recommendation in its official capacity to the Village Commission. The individual appointed board or committee members shall not advocate to the public, or appear before the Village Commission on an item upon which their respective board or committee will consider or has considered, as doing so would provide an appearance of undue influence, bias and improper conduct. An appointed public official may only appear before the Village Commission on matters considered or to be considered by their respective board or committee if specifically invited by the Commission to do so. Appointed public officials may, however, appear before the Village Commission on all other Village business.~~

(8) (10) Never use any information gained confidentially in the performance of governmental duties as a means of making private profit.

(9) (11) Expose through appropriate means and channels, corruption, misconduct or neglect of duty whenever discovered.

(10) (12) Adhere to the principle that the public's business should be conducted consistent with the Sunshine law and following the letter and spirit of the Sunshine law by using closed meetings only to deal with certain legal and labor matters as provided under Florida law.

(11) (13) Avoid using a position of public trust to gain access to the media or the dais for the purposes of criticizing colleagues, other public officials, citizens or staff, impugning their integrity or vilifying their personal beliefs.

(12) (14) Make sure, when responding to the media, or to public comments, that a clear distinction is made between personal opinion or belief and a decision made by the applicable board, committee or Village Commission.

(13) (15) Pledge to honor and uphold these principles, ever conscious that public office (whether appointed or elected) is a public trust.

(d) Village ~~m~~Meetings.

(1) The Mayor will chair official meetings of the Village Commission, unless the Vice-Mayor or another Commission member is designated as chair of a specific meeting. The chair maintains order, decorum, and the fair and equitable treatment of all speakers, keeps discussion and questions focused on specific agenda item under consideration, and makes parliamentary rulings with advice, if requested, from the Village Attorney who acts as an advisory parliamentarian. Chair rulings may be overturned if a Commission member makes a motion as an individual and the majority of the Commission votes to overrule the chair. These rules of decorum supplement and enhance the Village's meeting procedures ordinance found elsewhere in this Code.

(2) Board and committee meetings. The board or committee chairman will chair official meetings of their respective board or committee, unless the vice-chair or another member is designated as chair of a specific meeting. The meeting chair maintains order, decorum, and the fair and equitable treatment of all speakers, keeps discussion and questions focused on the specific agenda item under consideration, and makes parliamentary rulings with advice, if requested, from the board attorney (where applicable) who acts as an advisory parliamentarian. Chair rulings may be overturned if a member makes a motion as an individual and majority of the board votes to overrule the chair.

(e) Rules of dDecorum.

(1) All public officials shall practice civility and decorum in discussions and debate. Difficult questions, tough challenges to a particular point of view, and criticism of ideas and information are legitimate elements of a free democracy in action. This does not allow, however, public officials to make belligerent, personal, impertinent, slanderous, threatening, abusive, or disparaging comments. No shouting or physical actions that could be construed as threatening will be tolerated.

(2) All public officials shall honor the role of the chair in maintaining order. It is the responsibility of the chair to keep the comments of Commission members, ~~or~~ board or committee members on track during public meetings. Public officials shall honor efforts by the chair to focus discussion on current agenda items and to halt nonproductive grandstanding. If there is disagreement about the agenda or the chair's actions, those objections shall be voiced politely and with reason, following procedures outlined in parliamentary procedure.

(3) Avoid personal comments that could offend other persons. If an individual member of the Commission, board or committee is personally offended by the remarks of another member the offended public officials shall make notes of the actual words used and call for a "point of personal privilege" that challenges the offending member to justify or apologize for the language used. The chair will maintain control of this discussion.

(4) Demonstrate effective problem-solving approaches. The Village Commission and each public board and committee has a public stage to show how individuals with disparate points of view can find common ground and seek a compromise that benefits the community as a whole.

(5) Public officials should refer to one another formally during public meetings by their official titles followed by the individual's last name.

(f) Correspondence sSignatures.

(1) Public officials do not need to acknowledge the receipt of correspondence, or copies of correspondence, during Commission meetings or other official Village meetings. Village staff will prepare official letters in response to public inquiries and concerns. If correspondence is addressed only to one (1) public official, that public official should check with staff on the best way to respond to the sender. At all times,

public officials will make sure to comply with the Village's quasi-judicial procedures, comply with the Jennings Rule, and adhere to the state's Sunshine laws.

(2) Public officials are to check with Village staff on correspondence before taking action. Before sending correspondence, public officials should check with Village staff to see if an official Village response has already been sent or is in progress.

(3) Village letterhead may be used when the public official is representing the Village and the Village's official position. A copy of official correspondence should be given to the Village Clerk to be filed in the Commission office as part of the permanent public record. It is best that Village letterhead not be used for correspondence of public officials representing a personal point of view or a dissenting point of view from an official Village Commission or Village board position. However, should public officials use Village letterhead to express a personal opinion, the official Village position must be stated clearly so the reader understands the difference between the official Village position and a minority dissenting viewpoint.

(g) Conduct with Village staff. Governance of a Village relies on the cooperative efforts of all public officials. The Village Commission sets policy and the Village Manager, together with Village staff, implements and administers the Commission's policies. To allow proper governance ~~and to ensure non-interference with~~ in the Village Manager's application ~~or~~ and implementation of the Village Commission's policies, public officials shall comply with the following guidelines minimum standards:

(1) Public officials shall treat all staff as professionals with clear, honest communication that respects the abilities, experience and the dignity of each individual. Public officials shall maintain an attitude of courtesy and consideration toward all colleagues, public officials and staff during all discussions and deliberations.

(2) Questions/inquiries to Village staff:

a. General public official communications with Village staff should be limited to normal Village business hours unless the circumstances warrant otherwise. ~~Responses to public official questions posed outside of normal business hours should be expected no earlier than the next business day.~~

b. Routine requests for information and inquiries. Public officials may contact staff directly for information made readily available to the general public on a regular basis (e.g., "What are the recreation center's hours of operation?"). ~~Under these circumstances staff shall treat the public official no differently than they would the general public, and the public official shall not use his/her/their elected or appointed status to secure preferential treatment. The Village Manager does not need to be advised of such contacts.~~

c. Nonroutine requests for readily available information. A public official may also contact staff directly for easily retrievable information not routinely requested by the general public so long as it does not require staff to discuss the issue or express an opinion (e.g., "How many traffic lights are there in the Village?").

- d. Nonroutine requests requiring special effort. Any public official request or inquiry that requires staff to compile information that is not readily available or easily retrievable and/or that requests staff to express an opinion (legal or otherwise) must be directed to the Village Manager, (e.g., "Please provide a matrix reconciling data from various traffic studies"). The Village Manager shall be responsible for distributing such requests to his/her staff and for follow-up. Responses to such requests shall be copied to all public officials on the board, the Village Manager, the Village Attorney as appropriate and affected department heads. The procedure outlined in this subsection does not preclude a public official from making a public records request under Chapter 119, Florida Statutes.
- e. Meeting requests. Any public official request for a meeting with staff must be directed to the Village Manager. When in doubt about the appropriateness of a communication with staff, public officials shall ask the Village Manager for advice.
- f. Public safety restrictions. Under certain circumstances, requests for information regarding operations or personnel of the department of public safety may be legally restricted under state law to protect minors, certain victims and law enforcement officers and their investigations. Accordingly, it shall be the policy of the Village of Biscayne Park to strictly comply with all applicable legal authorities governing the release of public safety information and records.

~~(3) Do not disrupt Village staff from their jobs. Public officials should not disrupt Village staff while they are engrossed in performing their job functions in order to have their individual needs met.~~

~~(4) (3) Never publicly criticize an individual employee. Comments about staff performance should only be made to the Village Manager. Public officials shall never express concerns about the performance of a Village employee in public, to the employee directly, or to the employee's department manager. Comments about staff performance should only be made to the Village Manager.~~

~~(5) (4) Public officials shall not become involved in administrative functions. Public officials shall not attempt to influence Village staff on the making of appointments, awarding of contracts, selecting of consultants, processing of development applications, or granting of Village licenses and permits.~~

~~(6) Public officials shall not attend meetings with Village staff unless requested by staff. This restriction does not apply to board or committee members sitting in on meetings concerning matters that do not come before their respective boards or committees for consideration.~~

~~(7) Requests for staff support shall be made to the Village Manager who is responsible for allocating Village resources.~~

(8) (5) Public officials shall not solicit political support from staff. Public officials should not solicit any type of political support (financial contributions, display of posters or lawn signs, name on support list, etc.) from Village staff. Village staff may, as private citizens with constitutional rights, support political candidates but all such activities must be done away from the workplace.

(h) Conduct with ~~m~~Members of the ~~p~~Public.

(1) Make no promises on behalf of the entire body. Public officials will frequently be asked to explain an action of the body or to give their opinion about an issue as they meet and talk with constituents in the community. It is appropriate to give a brief overview of Village policy and to refer to Village staff for further information. It is inappropriate to overtly or implicitly promise action by the body, or to promise Village staff will do something specific (fix a pothole, plant new flowers in the median, etc.).

(2) Make no personal comments about other public officials. It is acceptable to publicly disagree about an issue, but it is unacceptable to make derogatory comments about other public officials, their opinions and actions.

(i) Conduct with ~~o~~Other ~~p~~Public ~~a~~Agencies.

(1) The Mayor shall be recognized as the head of Village government, and as the Village official designated to represent the Village in all dealings with other governmental entities. Unless designated to represent the Village by the Commission, Public officials should ~~be clear about~~ avoid representing the Village, a board of the Village or personal interests. If a public official appears before ~~another~~ any governmental agency or organization or meets with the agency representative or staff to give a statement on an issue, the public official must clearly state: ~~1) if that~~ his or her statement reflects personal opinion unless designated to represent the Village by the Commission or is the official stance of the Village; 2) whether this is the majority or minority opinion of the body s/he represents. If the public official is representing the Village, the public official must support and advocate the official Village position on an issue, not a personal viewpoint.

~~(2) Correspondence also should be equally clear about representation. Village letterhead may be used when the public official is representing the Village and the Village's official position. A copy of official correspondence should be given to the Village Clerk to be filed in the Commission office as part of the permanent public record. It is best that Village letterhead not be used for correspondence of public officials representing a personal point of view or a dissenting point of view from an official Village Commission or Village board position. However, should public officials use Village letterhead to express a personal opinion, the official Village position must be stated clearly so the reader understands the difference between the official Village position and the minor viewpoint of the public official.~~

(j) Conduct with ~~b~~Boards and Commissions.

(1) Public officials may generally attend any public meeting; which are always open to any member of the public. There are specific exceptions in the case of quasi-judicial proceedings. If in doubt, the official should seek guidance from the

Village ~~Attorney Manager~~ attorney's office. However, public officials should be sensitive to the way their participation could be viewed as unfairly affecting the process and shall avoid attempting directly or indirectly to improperly influence the decision or official act of any member of any board or committee of the Village. Public officials may appear before any such board or committee upon invitation of a majority of the members of such board or committee; provided, however, that if the Mayor or a Commission member shall appear before such board or committee without invitation, he shall be presumed to have a financial or personal interest in any matter which he shall have advocated or espoused before the board and sanctions may be imposed consistent with Section (l) below. and shall be disqualified to vote thereon in his official capacity. ~~No public comments by an appointed public official at a Village Commission meeting may be made where the board or committee's recommendation is presented, unless that board or committee member is specifically invited to speak by the Mayor or by the Commission.~~

(2) It is inappropriate for a public official to contact a committee, board or Commission member to lobby on behalf of businesses or developers.

(k) ~~Commission~~ Conduct with the Media. Public officials are frequently contacted by the media for background and quotes. Most members of the media represent the highest levels of journalistic integrity and ethics and can be trusted to keep their word. But one (1) bad experience can be catastrophic. Words that are not said cannot be quoted. The Mayor is the official spokesperson and representative of the Village's position. The Mayor is the designated representative of the Commission to present and speak on the official Village position. If an individual public official is contacted by the media, the public official should be clear about whether their comments represent the official Village position or a personal viewpoint. The public official should choose words carefully and cautiously. Comments taken out of context can cause problems. Be especially cautious about humor, sardonic asides, sarcasm, or word play. It is never appropriate to use personal slurs or swear words when talking with the media.

(l) Sanctions.

(1) Public disruption. Members of the public who do not follow proper conduct after a warning in a public hearing shall be barred from further testimony at that meeting or removed from the Commission chambers.

(2) Inappropriate staff behavior. Public officials should refer to the Village Manager any Village staff who do not follow proper conduct in their dealings with Commission members, board or committee members, other Village staff, or the public. These employees may be disciplined in accordance with standard Village procedures for such actions.

(3) Public officials' behavior and conduct. Public officials who intentionally and repeatedly do not follow proper conduct may be reprimanded or formally censured by the Commission. Serious infractions of the code of ethics or code of conduct could lead to other sanctions as deemed appropriate by the Commission and as provided under law. ~~Failure of an appointed public official to comply with the Village's, County's, and State's ethics codes shall result in removal of the public official.~~

(4) Appointed public officials. Violation of this code by an appointed public official, for a first offense, shall result in sanctions as deemed appropriate by the Commission which sanctions may include removal of the appointed public official from the board or committee. A second violation of this code by an appointed public official shall may result in removal of that appointed public official from the board or committee consistent with the determination of the Commission.

(m) Impartiality. No official or employee shall request, use or permit the use of any consideration, treatment, advantage or favor beyond that which it is the general practice to grant or make available to the public at large.

(n) Use of public property. No official or employee shall use his/her position to request, use or permit the use of any Village-owned or Village-supported property, vehicle, equipment, material, labor or service for the personal convenience or the private advantage of himself or of any other person. This rule shall not be deemed to prohibit an official or employee from requesting, using or permitting the use of such publicly-owned or publicly-supplied property, vehicle, equipment, material, labor or service which it is the general practice to make available to the public at large or which are provided as a matter of stated public policy for the use of officials and employees in the conduct of official business.

~~(n) Influence of board members by Mayor and Commission members, appearance before boards. The Mayor and Commission members of the Village are hereby prohibited from:~~

~~(1) Attempting directly or indirectly to improperly influence the decision or official act of any member of any board of the Village;~~

~~(2) Appearing before any such board except upon invitation of a majority of the members of such board; provided, however, that if the Mayor or a Commission member shall appear before such board without invitation, he shall be presumed to have a financial or personal interest in any matter which he shall have advocated or espoused before the board and shall be disqualified to vote thereon in his official capacity.~~

~~(3) Excepted from the provisions hereof is participation by the Mayor or members of the Commission in the acts and deliberation of any board of which they are ex-officio members.~~

Section 2. Repeal of Conflicting Provisions. To the extent any provisions of the Code conflict with this Chapter, those provisions are repealed in its entirety.

Section 3. 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 4. Inclusion in the Code. It is the intention of the Village Commission, and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Code of the Village of Biscayne Park, Florida; that the sections of this Ordinance may be renumbered or relettered to accomplish such intentions; and that the word "Ordinance" shall be changed to "Section" or other appropriate word.

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:

Roxanna Ross, Mayor

Attest:

Village Clerk

Approved as to form:

John J. Hearn, Village Attorney

Mayor Ross _____
Vice Mayor Childress _____
Commissioner Anderson _____
Commissioner Bernard _____
Commissioner Cooper _____



Village of Biscayne Park

640 NE 114th Street
Biscayne Park, FL 33161

Tel: 305 899 8000

Fax: 305 891 7241

Mayor and Commission

Roxanna Ross
Mayor

Albert Childress
Vice Mayor

Robert "Bob" Anderson
Commissioner

Steve Bernard
Commissioner

Bryan Cooper
Commissioner

Ana Garcia
Village Manager

John J. Hearn
Village Attorney

Maria Camara
Village Clerk

June 2, 2010

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

From: Ana Garcia, Village Manager

Re: Ordinance 2010-8 – Amending Section 15.1.10 Entitled “Fines; Liens” of the Village of Biscayne Park Land Development Code

Background Analysis:

Our current code provides that the Village may not impose a fine in excess of \$15,000 per violation unless the Code Enforcement Board finds the violation to be irreparable or irreversible in nature. Our Code Enforcement Officer has stated that compliance has been made more difficult because of that limitation of fine. Additionally, many municipalities have found that the accrual of the fines in larger amounts assist them in reaching code compliance agreements and enforcement.

During a discussion of this ordinance at first reading on May 4th, the Commission unanimously agreed to increase the limit to \$40,000, and this ordinance was amended as such.

Fiscal/ Budgetary Impact:

< None >

Recommendation:

Manager recommends approval at second reading.

ORDINANCE NO. 2010-8

AN ORDINANCE OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA, AMENDING SECTION 15.1.10 ENTITLED "FINES; LIENS" OF THE VILLAGE OF BISCAYNE PARK LAND DEVELOPMENT CODE; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION; PROVIDING FOR RENUMBERING; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, at its meeting of November 1, 2005, the Village Commission adopted Ordinance 2005-11, which established a Village Code Enforcement Board;

WHEREAS, Ordinance 2005-11 provided specific authority and procedures for the enforcement of the codes and ordinances of the Village consistent with Chapter 162 of the Florida Statutes; and

WHEREAS, staff has requested the elimination of a cap on code enforcement fines in order to be able to more effectively encourage compliance; and

WHEREAS, the Code Enforcement Board will retain the authority to reduce fines upon the finding of mitigating factors consistent with the Village Code; and

WHEREAS, the Village Commission has reviewed this ordinance and found that the amendment is in the best interests of the citizens of the Village;

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

Section 1. Section 15.1.10 of the Village of Biscayne Park Land Development Code, entitled "Fines; Liens" shall be revised to read as follows:

15.1.10 *Fines; liens.*

(a) The code enforcement board, upon notification by the code inspector that a previous order of the board has not been complied with by the set time, or finds a person to be a repeat violator under subsection (c), may order the violator to pay a fine in an amount specified in this section for each day the violation continues past the date set

by the board for compliance or, in the case of a repeat violation, for each day the repeat violation continues past the date of notice to the violator of the repeat violation. If a finding of a violation or a repeat violation has been made as provided in this part, a hearing shall not be necessary for issuance of the order imposing the fine.

(b) Amount of fine.

(1) A fine imposed pursuant to this section shall not exceed the following:

a. Two hundred fifty dollars (\$250.00) per day per violation for a first violation:

b. Five hundred dollars (\$500.00) per day per violation for a repeat violation; and

c. Up to fifteen thousand dollars (\$15,000.00) per day if the code enforcement board finds the violation to be irreparable or irreversible in nature.

ed. ~~Up to fifteen~~ A limit of forty thousand dollars (\$1540,000.00) per violation unless the code enforcement board finds the violation to be irreparable or irreversible in nature.

(2) In determining the amount of the fine, if any, the code enforcement board shall consider the following factors:

a. The gravity of the violation;

b. Any actions taken by the violator to correct the violation; and

c. Any previous violations committed by the violator.

(c) Reduction of fine imposed pursuant to this section.

(1) The code enforcement board is hereby delegated the authority to hear requests for reduction of fines pursuant to this section and make the final decision on behalf of the village.

(2) For all requests for reduction of fine, the code enforcement officer shall submit a written recommendation to the code enforcement board or the administrative panel. In formulating the recommendation, the code enforcement officer shall consider criteria, which includes, but is not limited, to the following:

a. The cooperation of the respondent, including whether the respondent had appeared before the board at the original hearing;

- b. The documentation provided by the respondent in support of the request;
- c. Whether the respondent has new evidence or information which could not be provided at the original hearing;
- d. Whether there was any extraordinary hardship which existed or currently exists;
- e. Whether the respondent has come into compliance with the order of the board;
- f. The number of days that the violation existed;
- g. Whether the respondent has been deemed a repeat violator by the board;
- h. Whether the property is homestead or non-homestead property; and
- i. The total administrative cost to the village for the handling of the case, which cost will be inclusive of staff time and recording and release of lien fees.

(3) The code enforcement board and the administrative panel shall consider the same criteria as the code enforcement officer.

(4) The code enforcement board shall not waive administrative costs incurred by the local government in enforcing its codes. In addition, the code enforcement board and the administrative panel shall not waive costs of repairs incurred by the local government.

(d) A certified copy of an order imposing a fine, or a fine plus repair costs, may be recorded in the public records and thereafter shall constitute a lien against the land on which the violation exists, or, if the violator does not own the land, upon any other real or personal property owned by the violator. Upon petition to the circuit court, such order shall be enforceable in the same manner as a court judgment by the sheriffs of this state, including execution and levy against the personal property of the violator but such order shall not be deemed otherwise to be a judgment of a court except for enforcement purposes. A fine imposed pursuant to this part shall continue to accrue until the violator comes into compliance or until judgment is rendered in a suit to foreclose on a lien filed pursuant to this section, whichever occurs first. After three (3) months from the filing of any such lien which remains unpaid, the code enforcement board may authorize the village attorney to foreclose on the lien. No lien created pursuant to the provisions of this chapter may be foreclosed on real property, which is a homestead under the Florida Constitution, Art. X, § 4.

Section 2. Severability. Should any section, provision, paragraph, sentence, clause or word of this Ordinance or portion hereof be held or declared by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall be considered as eliminated and shall not affect the validity of the remaining portions or applications of this Ordinance.

Section 3. Codification. It is the intention of the Village Commission of the Village of Biscayne Park, that the provisions of this Ordinance shall become and made a part of the Code of Ordinances of the Village of Biscayne Park, Florida, and that the Sections of this Ordinance may be renumbered, re-lettered and the word "Ordinance" may be changed to "Section," "Article" or other word or phrase in order to accomplish such intention.

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. Effective Date. This Ordinance shall become effective immediately upon its passage and adoption.

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:

Roxanna Ross, Mayor

Mayor Ross _____
Vice Mayor Childress _____

Commissioner Anderson _____
Commissioner Bernard _____
Commission Cooper _____

Attest:

Village Clerk

Approved as to form:

John J. Hearn, Village Attorney



Village of Biscayne Park

640 NE 114th Street
Biscayne Park, FL 33161

Tel: 305 899 8000
Fax: 305 891 7241

Mayor and Commission

Roxanna Ross
Mayor

Albert Childress
Vice Mayor

Robert "Bob" Anderson
Commissioner

Steve Bernard
Commissioner

Bryan Cooper
Commissioner

Ana Garcia
Village Manager

John J. Hearn
Village Attorney

Maria Camara
Village Clerk

June 2, 2010

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

From: Ana Garcia, Village Manager

Re: Resolution 2010-14 Agreement for Stormwater Services Phase III with TRW Contracting, Inc.

Background Analysis:

Existing roads throughout the Village have been damaged due to non existent or lack of proper drainage that has affected the grading of our roads, contributing to their deterioration. Phase III of this project will complete the improvements to drainage and restoration of existing roads.

Additional background is provided by the memorandum from Attorney John Hearn (next page).

Fiscal/ Budgetary Impact:

Cost of Phase III of this multi phase project is \$218,267.84, paid through a matching grant broken down as follows:

- 50% South Florida Water Management through a state appropriation
- 50% Village match which comes from CITT funds

Recommendation:

Manager recommends approval.

MEMORANDUM

TO: Ana Garcia, Village Manager
FROM: John J. Hearn, Village Attorney
RE: Review of RFP 2005-02 – Drainage Improvement Project
DATE: May 17, 2010

Pursuant to our discussions and the direction of the Village Commission, I have reviewed RFP 2005-02 as it relates to moving forward with Phase III of the Village's drainage improvement project for work performed on NE 9th Court. In 2005, the Village issued a Request for Proposal for stormwater services to construct a new drainage system to relieve the severe flooding that was occurring along NE 9th Court from NE 109th Street to NE 115th Street. Despite advertising the Proposal on two separate occasions, the Village received only one responsible and responsive bid. The bid was received from TRW Contracting, Inc. ("TRW") in the total amount of \$547,573.00. Prior to receiving the bid, the Village sent an Addendum to RFP 2005-02 allowing the bid to be bid in three individual phases. TRW also bid the job in three separate phases.

On July 12, 2005, the Village entered into a contract with TRW for the completion of Phase I of the project. On July 11, 2006, the Village entered into a contract with TRW for the completion of Phase II of the drainage project. We met with Mr. Arnelio Alphonso, P.E. from A&P Consulting Transportation Engineers, who provided the bid specifications in this matter. He has confirmed that Phase I and Phase II have been successfully completed by TRW.

It does not appear from my review of the file that the Village ever awarded the entire contract to TRW. As stated above, the Village has, at this time, only awarded Phase I and Phase II of the contract. Pursuant to our discussion, you have negotiated a lump sum price of \$218,000.00 for TRW to complete Phase III of the project. This price is significantly lower than the \$242,965.00 originally bid by TRW.

My review of the project has revealed that TRW was a responsible and responsive bidder for all three phases of the project. However, the Village has not awarded Phase III of the contract to TRW at this time. As a result, the Village can rely on the previous bid proposal to award TRW the contract or, in the alternative, can re-bid Phase III if it believes that it will receive a better price or a better service. Let me know if you have any further questions concerning same.

JJH:dlw

cc: Maria Camara, Village Clerk

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RESOLUTION NO. 2010-14

**A RESOLUTION OF THE VILLAGE COMMISSION OF THE
VILLAGE OF BISCAYNE PARK, FLORIDA, AUTHORIZING
THE APPROPRIATE VILLAGE OFFICIALS TO EXECUTE
THE AGREEMENT FOR STORMWATER SERVICES PHASE
III BETWEEN THE VILLAGE AND TRW CONTRACTING,
INC.; PROVIDING FOR AN EFFECTIVE DATE**

WHEREAS, the Village of Biscayne Park issued a Request for Proposals for stormwater services on April 14 and May 13, 2005; and

WHEREAS, despite advertising on two (s) separate occasions, the Village received a total of one (1) proposal; and

WHEREAS, negotiations pertaining to the services to be performed by TRW Contracting, Inc. (hereinafter "TRW") were undertaken in accordance with the Consultant Competitive Negotiation Act (CCNA), Section 287.055, Florida Statutes; and

WHEREAS, the Village Commission authorized officials to enter into an Agreement for TRW to perform stormwater services; and

WHEREAS, staff recommended that the contract be awarded to TRW; and

WHEREAS, at its meeting of July 12, 2005, the Village Commission authorized and approved the execution of the Agreement for Stormwater Services between the Village and TRW for Phase I of the project; and

WHEREAS, TRW completed Phase I of the stormwater services project and, at its July 11, 2006 meeting, the Village Commission authorized and approved the execution of an Agreement between the Village and TRW for Phase II of the project; and

WHEREAS, the Scope of Work for Phase III requires the recertifying of Phases I and II of the stormwater services project; and

1 WHEREAS, the Village Manager has negotiated Phase III of the contract with TRW and
2 the Commission has found it to be in the best interests of the residents of the Village to have
3 TRW perform Phase III of the project;

4 **BE IT RESOLVED BY THE COMMISISON OF THE VILLAGE OF BISCAYNE**
5 **PARK, FLORIDA, THAT:**

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

8 Section 2. The appropriate Village officials are hereby authorized to execute the
9 Agreement for Stormwater Services Phase III between the Village and TRW Contracting, Inc.,
10 attached hereto and incorporated herein as Exhibit "1."

11 Section 3. This Resolution shall become effective upon adoption.
12

13 PASSED AND ADOPTED this _____ day of _____, 2010.

14 **The foregoing resolution upon being
15 Put to a vote, the vote was as follows:**

16 _____
17
18 Roxanna Ross, Mayor

19 Attest:

20 _____
21
22 Village Clerk

23 Approved as to form:
24
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28
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30 _____

31 John J. Hearn, Village Attorney

Mayor Ross _____
Vice Mayor Childress _____
Commissioner Anderson _____
Commission Bernard _____
Commissioner Cooper _____

32

AGREEMENT FOR STORMWATER SERVICES PHASE III

THIS AGREEMENT made and entered into the ____ day of _____, 2010, by and between:

VILLAGE OF BISCAYNE PARK, FLORIDA
a municipal corporation
640 NE 114 Street
Biscayne Park, Florida 33161
(Hereinafter referred to as "VILLAGE")

AND

TRW CONTRACTING, INC.
a Florida corporation
7880 West 20th Avenue, Bay 27
Hialeah, Florida 33016
(Hereafter referred to as "CONTRACTOR")

WHEREAS, VILLAGE issued a Request for Proposals for stormwater services on April 14 and May 13, 2005; and

WHEREAS, despite advertising on two (s) separate occasions, the VILLAGE received a total of one (1) proposal; and

WHEREAS, negotiations pertaining to the services to be performed by CONTRACTOR were undertaken in accordance with the Consultant Competitive Negotiation Act (CCNA), Section 287.055, Florida Statutes; and

WHEREAS, the Village Commission authorized officials to enter into an Agreement for CONTRACTOR to perform stormwater services; and

WHEREAS, staff recommended that the contract be awarded to CONTRACTOR; and

WHEREAS, at its meeting of July 12, 2005, the Village Commission authorized and approved the execution of the Agreement for Stormwater Services between the VILLAGE and CONTRACTOR for Phase I of the project; and

WHEREAS, CONTRACTOR completed Phase I of the stormwater services project and, at its July 11, 2006 meeting, the Village Commission authorized and approved the execution of an Agreement between the VILLAGE and CONTRACTOR for Phase II of the project; and

WHEREAS, the Scope of Work for Phase III requires the recertifying of Phases I and II of the stormwater services project; and

WHEREAS, the Village Commission has found it to be in the best interests of the residents of the Village to have CONTRACTOR perform Phase III of the project;

NOW, THEREFORE, in consideration of the benefits provided by CONTRACTOR to the citizens of the Village of Biscayne Park and the covenants and conditions herein expressed and the faithful performance of all such covenants and conditions, the parties agree as follows:

Section 1.

1.01 The above recitals are true and correct and are incorporated herein.

Section 2. SCOPE OF SERVICES

- 2.01 CONTRACTOR hereby agrees to perform and provide the equipment, materials and labor necessary for the completion of Phase III as identified in the Work Plan attached hereto and incorporated herein as Exhibit "A".
- 2.02 The work is to be completed and ready for final payment within forty five (45) calendar days from the date of the commencement of the work as specified in the Notice to Proceed.
- 2.03 VILLAGE and CONTRACTOR acknowledge that the services to be provided pursuant to this Agreement shall commence upon the approval of the Village Commission.

Section 3. LIQUIDATED DAMAGES

It is covenanted and agreed between the VILLAGE and the CONTRACTOR that time is of the essence in this Agreement and this provision shall apply to all terms and conditions contained herein. CONTRACTOR agrees that if Phase III is not completed within forty five (45) days from the date of the commencement of the work as specified in the Notice to Proceed, it shall pay VILLAGE one hundred and xx/100 dollars (\$100.00) per day, each day that the work is not complete.

Section 4. CONSIDERATION

- 4.01 VILLAGE agrees to compensate CONTRACTOR for the services performed by CONTRACTOR in the amount of two hundred eighteen thousand two hundred sixty seven and 84/100 dollars (\$218,267.84) upon completion of the work specified in Section 2 above in a satisfactory manner as determined by the Public Works Director.
- 4.02 Method of Billing and Payment.

- (a) CONTRACTOR shall submit an invoice, together with a status report, showing work completed on the project. The invoice, together with the status report shall be submitted to Ana Garcia, Village Manager, Village of Biscayne Park, 640 NE 114 Street, Biscayne Park, Florida 33161.
- (b) VILLAGE will make its best efforts to pay CONTRACTOR within thirty (30) calendar days of receipt of invoice the total shown to be due on such invoice provided that the commensurate work has been performed satisfactorily.

Section 5. INSURANCE

5.01 Prior to commencing work, CONTRACTOR shall provide VILLAGE with certified copies of all insurance policies providing coverage as required.

5.02 CONTRACTOR shall secure and maintain, at its own expense, and keep in effect during the full period of the Agreement a policy or policies of insurance, which must include the following coverages and minimum limits of liability:

- (a) **Professional Liability Insurance** in an amount not less than \$1,000,000 per occurrence.
- (b) **Worker's Compensation and Employer's Liability Insurance** for all employees of CONTRACTOR engaged in work under the Agreement in accordance with the laws of the State of Florida. CONTRACTOR shall agree to be responsible for the employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.
- (c) **Comprehensive General Liability Insurance** with the following minimum limits of liability:

\$1,000,000.00 Combined Single Limit, Bodily
Injury and Property Damage
Liability per occurrence

Coverage shall specifically include the following minimum limits not less than those required for Bodily Injury Liability and Property Damage:

\$1,000,000.00 Combined Single Limit, Bodily
Injury and Property Damage
Liability per occurrence

- (1) Premises and Operations;
- (2) Independent Contractors;
- (3) Products and Completed Operations;
- (4) Broad Form Property Damage;

- (5) Broad Form Contractual Coverage applicable to the Contract and specifically confirming the indemnification and hold harmless agreement in the Contract;
 - (6) Personal Injury Coverage with employment and contractual exclusions removed and deleted; and
- (d) **Comprehensive Automobile Liability Insurance** for all owned, non-owned and hired automobiles and other vehicles used by CONTRACTOR in the performance of the work with the following minimum limits of liability:

\$300,000.00 Combined Single Limit, Bodily
Injury and Property Damage
Liability per occurrence

5.03 **ALL LIABILITY INSURANCE POLICIES SHALL SPECIFICALLY PROVIDE THAT THE VILLAGE OF BISCAYNE PARK IS AN ADDITIONAL INSURED WITH RESPECT TO THE REQUIRED COVERAGES AND THE OPERATIONS OF THE CONTRACTOR UNDER THE AGREEMENT.** Insurance companies selected must be acceptable to VILLAGE. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be canceled, materially changed or renewal refused until at least thirty (30) calendar days written notice has been given to VILLAGE by certified mail.

5.04 The required insurance coverage shall be issued by an insurance company duly authorized and licensed to do business in the State of Florida with the following minimum qualifications in accordance with the latest edition of A.M. Best's Insurance Guide:

Financial Stability B+ to A+

5.05 CONTRACTOR is required to submit a list of claims presently outstanding against their professional liability coverage. This information must be provided by and signed by the agent of the insurance carrier. If no outstanding claims exist, a statement of this fact must be provided by and signed by the agent of the insurance carrier.

Section 6. INDEMNIFICATION

6.01 **GENERAL INDEMNIFICATION:** CONTRACTOR shall indemnify, save and hold harmless VILLAGE, its officers, agents and employees, from any and all damages, losses, liabilities and costs, including but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness or intentionally wrongful conduct of CONTRACTOR or his subcontractors, agents, officers, employees or independent contractors pursuant to the Agreement,

specifically including but not limited to those caused by or arising out of any act, omission, negligence or default of CONTRACTOR and/or his subcontractors, agents, servants or employees in the provision of the services under the Agreement.

- 6.02 PATENT AND COPYRIGHT INDEMNIFICATION: CONTRACTOR agrees to indemnify, save and hold harmless VILLAGE, its officers, agents and employees, from all claims, damages, losses, liabilities and expenses arising out of any alleged infringement of copyrights, patent rights and/or the unauthorized or unlicensed use of any material, property or other work in connection with the performance of the Agreement.

Section 7. TERMINATION

- 7.01 This Agreement is terminable by either VILLAGE or CONTRACTOR at any time on thirty (30) days written notice to the other party as provided in Section 17 below.

Section 8. RECORDS AND AUDIT

- 8.01 VILLAGE reserves the right to audit the records of CONTRACTOR relating to this Agreement at any time during the performance and term of the Agreement and for a period of three (3) years after completion and acceptance by VILLAGE. If required by VILLAGE, CONTRACTOR shall agree to submit to an audit by an independent certified public accountant selected by VILLAGE. CONTRACTOR shall allow VILLAGE to inspect, examine and review the records of CONTRACTOR at any and all times during normal business hours during the term of this Agreement.

Section 9. INDEPENDENT CONTRACTOR

- 9.01 It is understood and agreed that CONTRACTOR is and shall remain an independent contractor with respect to the services being performed by CONTRACTOR pursuant to this Agreement and shall not, for any purpose, be deemed an employee of VILLAGE.

Section 10. CONFLICT OF INTEREST

- 10.01 CONTRACTOR covenants that no person under its employ who presently exercises any functions or responsibilities in connection with this Agreement has any personal financial interests, direct or indirect, with VILLAGE. CONTRACTOR further covenants that, in the performance of this Agreement, no person having such conflicting interest shall be employed. Any such interests, on the part of CONTRACTOR or its employees, must be disclosed in writing to VILLAGE.

- 10.02 CONTRACTOR is aware of the conflict of interest laws of the Municipal Code of the Village of Biscayne Park, Dade County and the State of Florida, Chapter 112, Florida Statutes (2004), as amended, and agrees that it will fully comply in all respects with the terms of said laws.
- 10.03 CONTRACTOR warrants that it has not employed or retained any person employed by VILLAGE to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay, any public official or person employed by VILLAGE any fee, commission, percentage, brokerage fee or gift of any kind, contingent upon or resulting from the award of this privilege.

Section 11. ASSIGNMENT

- 11.01 This is a services Agreement whereby VILLAGE has expressly retained CONTRACTOR. This Agreement is not assignable or transferable in whole or in part without the prior expressed written consent of VILLAGE which consent can be arbitrarily withheld.

Section 12. COMPLIANCE WITH LAWS

- 12.01 CONTRACTOR shall comply with all statutes, laws, ordinances, rules, regulations and lawful orders of the United States of America, State of Florida, Village of Biscayne Park and of any other public authority, which may be applicable to this Agreement.

Section 13. VENUE

- 13.01 Any claim, objection or dispute arising out of the terms of this Agreement shall be litigated in the Eleventh Judicial Circuit in and for Dade County, Florida and the prevailing party to any resultant judgment shall be entitled to an award of all reasonable attorney's fees, paralegal expenses, interest and court costs incurred by such prevailing party against the losing party including reasonable appellate attorney's fees, interest and taxable costs.

Section 14. GOVERNING LAW

- 14.01 The validity, construction and effect of this Agreement shall be governed by the laws of the State of Florida.

Section 15. INSOLVENCY

- 15.01 In the event that either party shall become insolvent, make a general assignment for the benefit of creditors, suffer or permit the appointment of a receiver for its business or its assets or shall avail itself of, or become subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or the protection of rights of creditors, or become subject to

rehabilitation, then, at the option of the other party and immediately upon written notice, this Agreement shall terminate and be of no further force and effect.

Section 16. ENTIRE AGREEMENT

16.01 This Agreement contains the entire understanding of the parties relating to the subject matter hereof superseding all prior communications between the parties whether oral or written, and this Agreement may not be altered, amended, modified or otherwise changed nor may any of the terms hereof be waived, except by a written instrument executed by both parties. The failure of a party to seek redress for violation of or to insist on strict performance of any of the covenants of this Agreement shall not be construed as a waiver or relinquishment for the future of any covenant, term, condition or election but the same shall continue and remain in full force and effect.

Section 17. SEVERABILITY

17.01 Should any part, term or provision of this Agreement be by the courts decided to be illegal or in conflict with any law of the State, the validity of the remaining portions or provisions shall not be affected thereby.

Section 18. NOTICES

18.01 All notices or other communications required or permitted under this Agreement shall be in writing and given by either hand delivery, registered/certified mail, return receipt requested or overnight courier to:

VILLAGE: Ana M. Garcia, Village Manager
Village of Biscayne Park
640 NE 114 Street
Biscayne Park, Florida 33161

CONTRACTOR: Felix Escalona, President
TRW Contracting, Inc.
7880 West 20 Avenue, Bay 27
Hialeah, Florida 33016

IN WITNESS WHEREOF, the VILLAGE OF BISCAYNE PARK and TRW CONTRACTING, INC., have caused these presents to be executed in their respective names by the proper officials the day and year first above written.

VILLAGE OF BISCAYNE PARK, FLORIDA
a municipal corporation, organized and existing
under the laws of the State of Florida

ATTEST:

By: _____
Roxanna Ross, Mayor

Maria Camara, Village Clerk

Approved as to form:

By: _____
John J. Hearn, Village Attorney

State of Florida
County of Dade

The foregoing instrument was acknowledged before me, the undersigned Notary Public in and for the State of Florida, on this, the ____ day of _____, 2010, by Roxanna Ross and Maria Camara, Mayor and Village Clerk, respectively.

Notary Public, State of Florida

TRW CONTRACTING, INC.

By: _____

Print Name: _____

Title: _____

State of Florida
County of Dade

On this, the ____ day of _____, 2010, before me, the undersigned Notary Public of the State of Florida, the foregoing instrument was acknowledged by _____ of TRW Contracting, Inc., a Florida corporation, on behalf of the corporation.

Notary Public, State of Florida

TRW CONTRACTING INC.

7880 West 20th Ave., Bay 27 Hialeah, FL 33016
Tel No: (305) 698-3930 Fax No: (305) 698-3929 or (305) 705-3281

Proposal No. 2010-003

PROPOSAL

Sheet No. 1 of 1

Date: March 12, 2010

Proposal Submitted To		Work To be Performed At	
Name	VILLAGE OF BISCAYNE PARK Ana M. Garcia, Village Manager	Street:	BISC. PARK DRAINAGE IMPROVE. (PHASE 3) NE 9th Court. between NE 113th street to NE 109th street
Street	640 NE 114th Street	City	Village of Biscayne Park, Florida
City	Biscayne Park	Date of Plans	03/22/2005
State	Florida 33161	Architect	A & P Consulting Transportation Engineers Corp.
Tel. No:	(305) 899-8000		
Fax No:	(305) 891-7241		

We hereby propose to furnish the equipments, materials and perform the labor necessary for the completion of

PHASE 3: As per specification and plan Sheet No: D-01, D-02, D-03 & D-04

- 1 Catch basin D3<8'-0" = 7 Each, Catch basin J10<8'-0" = 8 Each, 24" exfiltration trench = 730 LF, 75' LF of 24" Diameter HDPE solid pipe, 18" HDPE solid pipe = 200 LF, R-60-15/24 ABS Baffle w/ C.O. = 12 Each.
- 2 8"x7' Asphalt Around proposed inlet = 15 Each
- 3 Improve & restore existing road & Driveway , Sodding Restoration, Engineering Layout & Grades.
- 4 Maintenance of traffic.

LUMPSUM: \$ 218,267.84

If you have any questions, please give us a call at (305) 698-3930 and thank you for giving TRW Contracting Inc. the opportunity to quote this project.

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner for the sum of

Two Hundred Eighteen Thousand Two Hundred Sixty Seven Dollars and 84/100.....(\$218,267.84)

with payments to be made as follows:

Pay requisition: Cut off date on the 25th of each month.

Any alteration or deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control.

Submitted By: 

Name/Title: Felix C. Escalona - President

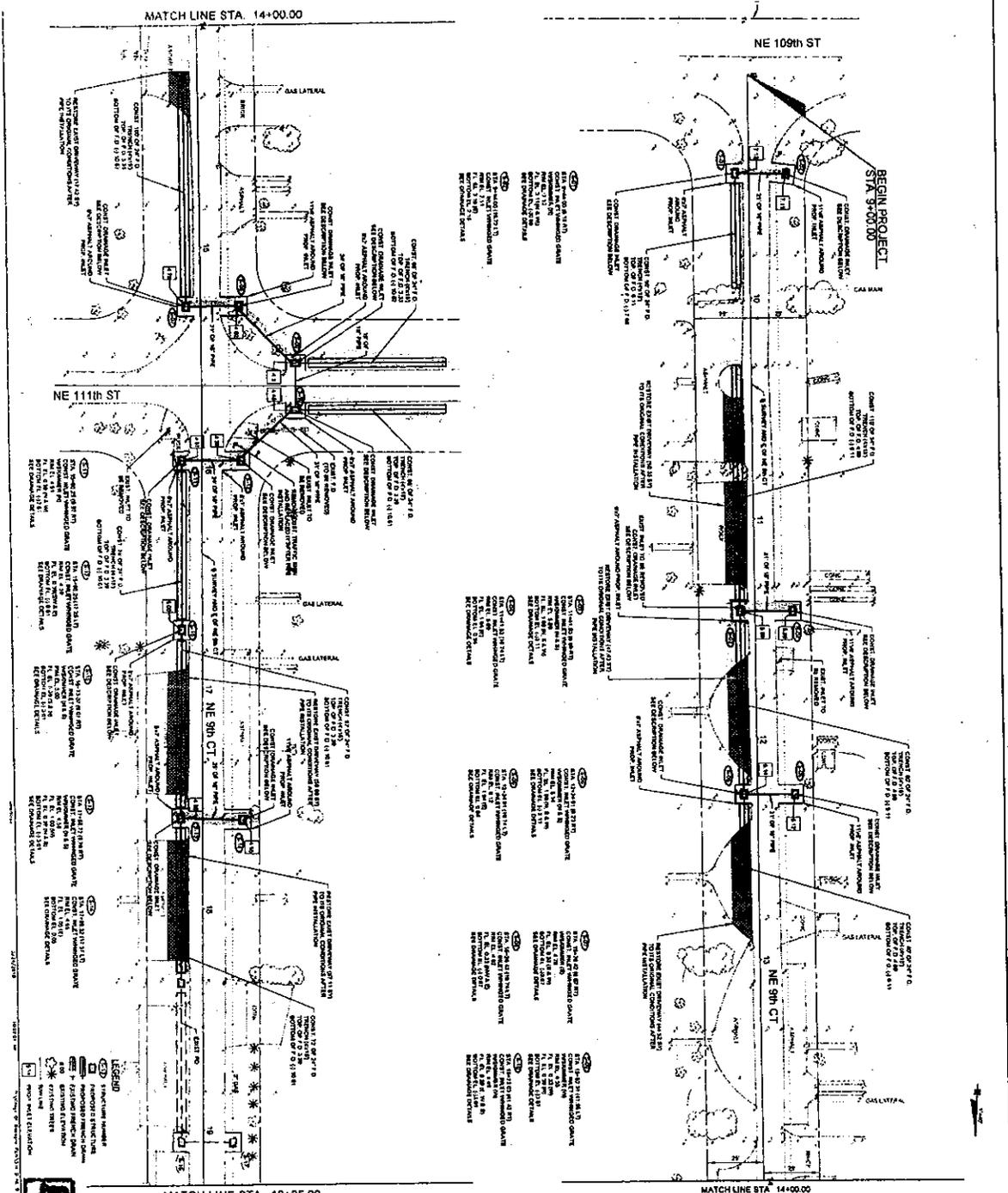
Note: This proposal may be withdrawn by us if not accepted with 30 days.

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do work as specified.

Payments will be made as outlined above.

Signature:
Title:
Date:



<p>D-04</p>	<p>DRAINAGE IMPROVEMENTS SITE D NE 9 CT</p>	<p>VILLAGE OF BISCAYNE PARK</p> <p>ENGINEERS</p> <p>1000 N.W. 11th Street, Suite 100 Biscayne Park, FL 33108 Phone: (305) 417-1111 Fax: (305) 417-1112</p>
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Village of Biscayne Park

640 NE 114th Street
Biscayne Park, FL 33161

Tel: 305 899 8000

Fax: 305 891 7241

Mayor and Commission

Roxanna Ross
Mayor

Albert Childress
Vice Mayor

Robert "Bob" Anderson
Commissioner

Steve Bernard
Commissioner

Bryan Cooper
Commissioner

Ana Garcia
Village Manager

John J. Hearn
Village Attorney

Maria Camara
Village Clerk

June 2, 2010

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

From: Ana Garcia, Village Manager

Re: ARRA Grant

Following the directives of the Commission at the May 4th meeting, the Manager was requested to contact the County for further clarification on the allowable changes to the grant. Both the Manager and Clerk attended meetings and had teleconferences with different individuals involved with this grant and the results of those meetings are provided on the following pages.

Based on the information obtained, the Commission can review and decide on the next course of action and/or provide new directives.

village clerk

From: village clerk [villageclerk@biscayneparkfl.gov]
Sent: Thursday, May 27, 2010 2:40 PM
To: rross@biscayneparkfl.gov; achildress@biscayneparkfl.gov; 'Commissioner Bob Anderson'; sbernard@biscayneparkfl.gov; bcooper@biscayneparkfl.gov
Cc: agarcia@biscayneparkfl.gov; attyhearn@aol.com
Subject: FW: ARRA Grant

An additional meeting took place where we obtained further information regarding the ARRA Grant:

Tuesday, May 25, 2010: The Manager and Clerk met with:

Lynne Faine

Celestine Maple

Javier Salmon, Project Manager for the ARRA Grant, Miami Dade

County

Lynne Faine called this meeting to meet Mr. Salmon so that he could provide us with information on additional requirements of this grant as follows:

Whether we were to proceed with the original plans for the route, or a different one that still maintains the original scope submitted with the grant application, the following must be done/will take place:

1. The Village of Biscayne Park must acquire the services of an Engineer to be brought in as a consultant for the project and would serve as the Project Manager. Selection of the engineer must be done through a bid process and proof of the bid process must be provided. Mr. Salman noted that the federal guidelines are extremely strict.
2. The Engineer must provide the cost estimate of the project in order to tap into the funds from this grant.
3. Once the Engineer's estimate is provided to the County (Lynne and Mr. Salman), the County's Process Review group will review to confirm that the grant funds will cover the cost of the project. If not, then the additional funds must come from the Village. If the Village is not able to come up with the additional funds, then we must opt out of the grant..
4. To opt out, a letter must be sent by the Mayor to Miami Dade Transit, Marjan Mazza. The same must be done if a decision is made not to go forward with an alternate plan. Mr. Salmon advised that this must be done soon.

 As previously advised, this item will be placed on the agenda for the June 8th meeting under 'Old Business' and both these e-mails will be provided in the agenda packet.

Thank you.

Maria C. Camara, Village Clerk
 Village of Biscayne Park
 640 NE 114th Street
 Biscayne Park, FL 33161
 Tel: 305 899 8000, Ext. 201
 email: villageclerk@biscayneparkfl.gov

From: village clerk [mailto:villageclerk@biscayneparkfl.gov]
Sent: Thursday, May 20, 2010 1:43 PM
To: 'ross@biscayneparkfl.gov'; 'achildress@biscayneparkfl.gov'; 'Commissioner Bob Anderson'; 'sbernard@biscayneparkfl.gov'; 'bcooper@biscayneparkfl.gov'
Cc: 'agarcia@biscayneparkfl.gov'
Subject: ARRA Grant

The following are the notes taken in regards to the discussions with Miami Dade County Transit and the Federal Transit Administration (FTA) which is the grants administrator for the ARRA Grant:

Friday, May 14, 2010: The Manager and Clerk met with Lynne Faine, Miami Dade Transit - Financial Services at her office.

At this meeting, Lynne recommended that we coordinate a conference call with a representative from the FTA.

Thursday, May 20, 2010: The Manager and Clerk had a teleconference with:
 Lynne Faine
 Celestine Maple, Miami Dade Transit
 Chip Butts, General Engineer-FTA (Region IV) - Located in Atlanta, GA

At this teleconference, the questions posed to the County and FTA were as follows:

Q. Can changes be made to the original scope and plan that was originally submitted with the grant application that includes changing the actual route, or changing the method or materials used.

A. Yes - as long as we maintain the original scope which is a dedicated roadway for pedestrians and bicyclists and connecting the two transit points.

During this discussion, the idea of striping an existing 12' wide roadway to create a 3' shoulder for pedestrians was used as the example of a change being considered. Though Mr. Butts did state that this type of change would be acceptable for the grant, he stated these opinions of this idea:

- Sharing a 12' road with vehicles does not seem to be a safe method for pedestrians
- A 15' to 16' road would be better suited

- Recommends that the State's Department of Transportation standards be reviewed to see what their minimums are
- Recommends some sort of raised dome with reflectors be utilized instead of just striping to create the physical separation

Q. Can changes be made to the original scope to focus on the transit points only. The example discussed would be the addition of new transit points along with benches, shelters, garbage cans, and lighting.

A. No - this type of change is not acceptable.

Additionally, Lynne advised if we want to go forward with submitting an acceptable change as described above or any other, she recommends the following:

- The amount of this grant is just under \$32,000 - Is this amount adequate for the change that is being considered?
- If not, does the Village have additional funding available to cover what the grant does not?
- The Village needs to assign a Project Manager and it should not be the Village Manager. As is the case with the other 27 municipalities utilizing this grant, an Engineer should be assigned as the Project Manager (either the engineer employed by the city, or one that is hired as a consultant)
- The Project Manager will review the new plan with Miami Dade Transit to make sure all of the FTA regulations and procurement policies are coordinated and adhered to.

The last question was whether Lynne or another representative of Miami Dade County would be available to attend our next Commission meeting on June 8th. They advised that they would not be able to attend and were confident that the answers provided in this teleconference were sufficient.

The information provided here satisfies the request made by the Commission at the May 4th meeting. If anyone from the Commission would like to add this to the agenda for the next meeting on June 8th, please advise and provide your backup documentation and recommendations. The deadline is Friday, May 28th.

Thank you.

Maria C. Camara, Village Clerk
Village of Biscayne Park
640 NE 114th Street
Biscayne Park, FL 33161
Tel: 305 899 8000, Ext. 201
email: villageclerk@biscayneparkfl.gov



Village of Biscayne Park

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Mayor and Commission

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Steve Bernard
Commissioner

Bryan Cooper
Commissioner

Ana Garcia
Village Manager

John J. Hearn
Village Attorney

Maria Camara
Village Clerk

June 2, 2010

To: Ana Garcia, Village Manager

From: Sira Ramos, Code Enforcement Officer

Re: Quarterly Report on Code Enforcement Fines

Attached please find the preliminary report listing all code enforcement fines on properties to date. This list only includes non-homesteaded properties. The list and amount for homesteaded properties will be provided at the June 8th Commission meeting.

June 2, 2010

Code Enforcement Fines - Non Homesteaded Properties

		Total =====>	\$2,072,950	\$791,270
Date of Order of Enforcement by Code Board	Citation No.	Total Due to Date		Adjusted Amount with Current Cap
9/20/01	01-5008	\$94,640		\$15,000
2/20/02	01-0167	\$29,510		\$15,000
7/18/02	02-0355	\$70,750		\$15,000
9/19/02	02-282	\$27,355		\$15,000
1/16/03	02-733	\$66,300		\$15,000
1/16/03	02-734	\$65,200		\$15,000
2/20/03	02-0667	\$25,975		\$15,000
4/17/03	02-732	\$64,025		\$15,000
5/2/03	03-224	\$24,405		\$15,000
6/26/03	02-771	\$36,845		\$15,000
6/26/03	02-555	\$12,255		\$12,255
6/26/03	2002-0735	\$12,255		\$12,255
9/25/03	03-0192	\$23,760		\$15,000
9/25/03	03-0195	\$23,760		\$15,000
9/25/03	03-0196	\$23,760		\$15,000
9/25/03	03-0197	\$23,760		\$15,000
10/23/03	02-0850	\$11,890		\$11,890
10/23/03	02-0852	\$11,890		\$11,890
11/23/03	02-0856	\$11,915		\$11,915
4/28/05	04-166	\$317,850		\$15,000
4/28/05	04-287	\$136,250		\$15,000
12/8/05	04-167	\$16,055		\$15,000
1/25/06	04-318	\$7,825		\$7,825
1/25/06	04-289	\$7,790		\$7,790
1/25/06	04-355	\$7,735		\$7,735
2/23/06	04-327	\$7,645		\$7,645
3/23/06	05-456	\$7,475		\$7,475
3/23/06	05-191	\$100		\$100
4/27/06	06-148	\$125		\$125
9/28/06	05-470	\$61,155		\$15,000
11/9/06	05-179	\$61,525		\$15,000
11/9/06	05-180	\$61,525		\$15,000
11/16/06	06-315	\$12,400		\$12,400
11/20/06	06-315	\$12,430		\$12,430
3/15/07	06-407	\$16,150		\$15,000
3/18/07	08-166	\$75		\$75
3/25/07	06-325	\$17,175		\$15,000
6/19/07	06-299	\$10,630		\$10,630
1/15/08	06-460	\$18,925		\$15,000
1/15/08	06-461	\$8,460		\$8,460
3/18/08	11-07-1023	\$38,625		\$15,000
4/15/08	08-102	\$112,850		\$15,000
4/15/08	07-136	\$18,775		\$15,000
4/15/08	08-141	\$7,535		\$7,535

Date of Order of Enforcement by Code Board	Citation No.	Total Due to Date	Adjusted Amount with Current Cap
4/15/08	07-148	\$7,390	\$7,390
4/15/08	08-142	\$225	\$225
4/25/08	07-134	\$109,250	\$15,000
5/15/08	08-220	\$25	\$25
5/20/08	07-190 191	\$3,545	\$3,545
7/15/08	07-193	\$64,275	\$15,000
7/15/08	5-08-1048	\$16,525	\$15,000
7/15/08	5-08-1049	\$16,525	\$15,000
7/15/08	5-08-1046	\$16,175	\$15,000
7/15/08	07-196	\$16,100	\$15,000
7/15/08	08-221	\$6,640	\$6,640
7/15/08	07-195	\$25	\$25
9/16/08	6-08-1066	\$6,055	\$6,055
9/16/08	6-08-1067	\$6,055	\$6,055
9/16/08	PD WR 08-403	\$150	\$150
9/16/08	PD WR 08-410	\$150	\$150
9/16/08	PD WR 08-421	\$150	\$150
10/21/08	6-08-1077	\$14,100	\$14,100
10/21/08	6-08-1078	\$14,100	\$14,100
11/18/08	6-08-1058	\$2,760	\$2,760
1/20/09	6-08-1074	\$4,600	\$4,600
3/17/09	6-08-1058	\$4,140	\$4,140
3/17/09	7-08-1079	\$25	\$25
3/17/09	7-08-1080	\$25	\$25
3/17/09	7-08-1081	\$25	\$25
3/17/09	7-08-1082	\$25	\$25
3/17/09	7-08-1083	\$25	\$25
4/21/09	1-09-1175	\$1,865	\$1,865
4/21/09	1-08-1131	\$1,865	\$1,865
5/9/09	2-09-1204	\$8,050	\$8,050
6/16/09	10-08-1169	\$16,500	\$15,000
6/16/09	10-08-1168	\$8,150	\$8,150
7/21/09	4-09-1259	\$3,000	\$3,000
8/18/09	6-09-1294	\$50	\$50
1/20/10	4-09-1251	\$350	\$350
1/21/10	6-08-1075	\$14,100	\$14,100
2/16/10	4-09-1261	\$770	\$770
2/16/10	10/09-1337	\$625	\$625
2/16/10	9-06-1322	\$625	\$625
2/16/10	9-06-1323	\$625	\$625
2/16/10	9-09-1325	\$625	\$625
2/16/10	10/09-1336	\$610	\$610
2/16/10	10/09-1338	\$610	\$610
2/16/10	10/09-1339	\$610	\$610
4/20/10	4-09-1252	\$325	\$325
4/20/10	4-09-1249	\$110	\$110
5/13/10	4-09-1262	\$2,250	\$2,250
5/17/10	3-09-1229	\$340	\$340
5/18/10	7-09-1308	\$50	\$50
5/21/10	06-330	\$57,250	\$15,000

Date of Order of Enforcement by Code Board	Citation No.	Total Due to Date	Adjusted Amount with Current Cap
5/21/10	06-329	\$17,175	\$15,000



Date: 5/28/10

To: Village Clerk

From: Steve Bernard, Commissioner

Re: Formal Manager Evaluations

REQUEST:

A discussion of the proper procedures for Commissioners to follow, including the agreement of the entire Commission as to which Evaluation Form shall be used by Commissioners for the purpose of a 6 month AND 1 year evaluation of the Manager.

BACKGROUND AND ANALYSIS:

Regarding the Manager's 4/1 email with several evaluation form examples, I believe it necessary for all Commissioners to agree on which form presented by the Manager (or any other form, or any revisions in the form used for the previous Manager) shall be used.

I further believe that we should set a date certain on when completed Evaluation Forms shall be submitted by Commissioners, and how they shall be compiled, reviewed and discussed after submission, for both the 6 month and 1 year required Evaluation process.

FISCAL/BUDGETARY IMPACT:

Minimal, the ability to edit an existing Form can be handled with minimal cost after discussion and approval by the full Commission.

RECOMMENDATION:

"Recommended by Commissioner Steve Bernard"

BISCAYNE PARK POLICE DEPARTMENT

MEMORANDUM

TO: Ms. Ana M. Garcia, Village Manager

FROM: Chief Mitchell Glansberg

DATE: May 28th, 2010

CC: Mayor Roxanna Ross, Village Commission, Village Clerk
Maria Camara

RE: Agenda item, June: Cops Hiring Program Opportunity

In May of 2009, I applied for a federal grant under the Cops Hiring and Recovery Program under the American Recovery and Reinvestment Act, P.L. 111-5. We did not receive an award at that time for the grant.

The grant would have provided funding for two full time police officers for three years including salary and benefits. As per the terms of the grant agreement, the Village would have been responsible to retain the two officers for one additional year and be responsible for the salary and benefits for the fourth year as part of the agreement.

On May 25th, I received a correspondence from the Department of Justice inviting the Village to reapply for the grant opportunity. The terms have not changed. The Village would be responsible to retain the two grant police officers for one additional year after the grant ends at a cost to the village of approximately \$132,054.00.

If we reapply and are awarded the grant for three years, it would add two police officer positions at a grant covered cost of approximately \$355,770.00. The deadline to resubmit the grant application is June 16th, 2010.

Timeline overview:

Awards given at end of June, 2010.

Hire date: October, 2010

Salary and benefits paid through grant: October 2010 through September 2013

Village responsible for salary and benefits: October 2013 through September 2014



Date: May 27, 2010

To: Village Commission; Residents of the Village of Biscayne Park

From: L. Bryan Cooper

Re: "Discussion of questions -- that went unanswered -- at the April 27th Special Commission meeting regarding whether "commissioners or staff had received, or planned to receive in the future", monies from FPL" **(In light of the questionable and documented influence of FPL on local government decision making in SE Florida).**"

REQUEST:

A RESOLUTION OF THE VILLAGE COMMISSION OPPOSING : 1) RECENT QUESTIONABLE INFLUENCE OF FPL IN FLORIDA POLITICS; 2) PLANS BY FPL TO BUILD NUCLEAR REACTORS LESS THAN 33 MILES TO THE SOUTH OF OUR VILLAGE; AND 3) ADDITIONAL PLANS BY FPL TO RUN THE RESULTING TRANSMISSION LINES THROUGH OUR SISTER CITIES TO THE SOUTH.

BACKGROUND AND ANALYSIS (supporting documentation).

FPL: Following the Trail of Money to Questionable Influence in Government

Select Sources: Ft. Lauderdale, Sun Sentinel, July 31, 2009; Palm Beach Post, October 22, 2009. Sun Sentinel, Sept, 8th, 2009; Sun Sentinel, Sept. 8, 2009; Miami Herald, Sept. 9, 2009

<!--[if !supportLists]-->• <!--[endif]-->(FPL) spends millions of dollars to support the campaigns of politicians who are friendly to their agenda.

<!--[if !supportLists]-->• <!--[endif]-->FPL Group Foundation, a charity fully funded by the company, according to tax records, spreads millions of dollars across the state, and buys influence.

<!--[if !supportLists]-->• <!--[endif]-->"In one week last year, between Aug 28 and Sept. 4, at least nine FPL executives donated a total of \$4,000 to three Fort Lauderdale commissioners - two running for re-election and one for mayor. None of the executives lived in Fort Lauderdale or Broward County."

<!--[if !supportLists]-->• <!--[endif]-->FPL response: it encourages its well-paid employees to participate in the political process":

- <!--[if !supportLists]-->• <!--[endif]-->The result, executives contribute money to politicians in SE Florida municipalities (due to sign the Franchise Agreement).
- <!--[if !supportLists]-->• <!--[endif]-->FPL is shown to be the States 2nd largest giver to select groups of Florida politicians, after real estate industry.
- <!--[if !supportLists]-->• <!--[endif]-->At government hearings, FPL tries to keep employee salaries secret and out of the public record.
- <!--[if !supportLists]-->• <!--[endif]-->(The average FPL employee earns more than \$90,000 a year; the average Floridian: about \$40,000; the average household income in Biscayne Park? Just over \$48,000.)
- <!--[if !supportLists]-->• <!--[endif]-->FPL is planning a massive increase of what Floridians pay for electricity -- by 1.3 billion dollars annually.
- <!--[if !supportLists]-->• <!--[endif]-->Base price of electricity to increase by 30%, as planned by FPL. (September, 2009), and seems to not be questioned by Biscayne Park Commissioners who promote the FPL franchise agreement.
- <!--[if !supportLists]-->• <!--[endif]-->This would translate into an immediate and very large increase in the franchise fee tax placed on our residents.
- <!--[if !supportLists]-->• <!--[endif]-->*This, and the vote extending the tax another 30 years, occurs at the very moment when residents are experiencing the largest economic collapse since the Great Depression of the 1930s.*
- <!--[if !supportLists]-->• <!--[endif]-->Recently, Florida Department of Law Enforcement begins study on FPL exerting influence on the Public Service Commission, the agency responsible for approving the planned increase of your power bills.
- <!--[if !supportLists]-->• <!--[endif]-->The study of campaign records has revealed FPL employees donate to Commissioners, in communities far from their own hometowns, and to people that they do not know personally.
- <!--[if !supportLists]-->• <!--[endif]-->Former South Miami Mayor lost the last election, in part over legal allegations concerning his personal and political relationship FPL.
- <!--[if !supportLists]-->• <!--[endif]-->FPL executives offer perks and invitations to lavish events to those in government.
- <!--[if !supportLists]-->• <!--[endif]-->"The Herald/Times revealed that an FPL executive had asked for and received private BlackBerry messaging codes for one commissioner and two staff members, a communication method that avoids a paper trail." End result, FPL can communicate with those who are supposed to regulate FPL, and without any public record as mandated by State Law.
<!--[if !supportLineBreakNewLine]-->
<!--[endif]-->
- <!--[if !supportLists]-->• <!--[endif]-->Boca Raton attorney Barry Silver, who is defending citizens of Florida against FPL states: "You're fighting all of the politicians who are under their control".

<!--[if !supportLists]-->• <!--[endif]-->The Franchise Agreement undermines alternative sources of electricity from becoming profitable for resident cooperatives and individuals, because it allows FPL to eliminate competition, by their being allowed to meet and beat alternative energy prices, driving other providers out of business.

<!--[if !supportLists]-->• <!--[endif]-->Instead, FPL plans to concentrate additional monopoly through capitalizing two new nuclear reactors 32 miles south of our Village, at Turkey Point, which in the past has been rated as one of the most unsafe nuclear plants in the US.

<!--[if !supportLists]-->• <!--[endif]-->Biscayne is downwind of the nuclear facility expansion, which, along with other large power plants planned in Florida, has significant negative impact on water use and quality.

<!--[if !supportLists]-->• <!--[endif]-->Clearly, the non-alternative power growth generated from the massive nuclear plant will be delivered by huge power towers threatening property and aesthetic values of neighborhoods. (City of South Miami is next in the line of fire from FPL).

<!--[if !supportLists]-->• <!--[endif]-->FPL admits that proposed 30% hike in electricity rates will help fund a new corporate jet valued at over 30 million dollars.

FISCAL/BUDGETARY IMPACT:

NONE

RECOMMENDATION:

Pass the resolution and forward to our Sister Cities to the south who are fighting and/or threatened by planned transmission lines bisecting their communities; answer questions publicly as put forth at the prior meeting.



Date: 5/28/10
To: Village Clerk
From: Steve Bernard, Commissioner
Re: Sanitation Budget Review

REQUEST:

An overview of the Sanitation Budget, with discussion regarding

- 1) Unallocated costs,
- 2) Determine a new line item amount for "New Equipment", and direct Staff to obtain costs for Recycling with North Miami and Dade County
- 3) Have the Commission to direct Staff to record hours put into the Sanitation department, so that for the 2010-2011 Budget (and beyond), we will have data to use to determine the "Administration Fee" to be transferred from Sanitation Enterprise Fund to the Village General Fund.

BACKGROUND AND ANALYSIS:

On May 26, the Commission voted to notify the County by June 1, 2010 that the Sanitation Fee to be paid by Residents will be \$558.

The Attorney stated that we have until July 1 to revise that number.

The Finance Director stated that we could change the budget up until the final Budget Hearing.

For backup material, please include the most current Narrative and Budget as presented to the Commission on 5/26/10, as well as the accompanying email with the details.

Because we will likely have Budget Workshops in June, the Commission will be able to meet and vote on revising the Sanitation Fee, and submit to the County prior to the July 1 deadline.

FISCAL/BUDGETARY IMPACT:

To be determined by this discussion

RECOMMENDATION:

Recommended by Commissioner Steve Bernard

village clerk

From: Steve Bernard [steve@stevebernardarchitect.com]
Sent: Friday, May 28, 2010 7:58 AM
To: VillageClerk@BiscayneParkFl.gov; villagemanager@biscayneparkfl.gov;
 financedirector@biscayneparkfl.gov; attyhearn@aol.com
Cc: vobparchives@biscayneparkfl.gov
Subject: June Agenda Item Request #1 - Sanitation

To: Village Clerk
 Fr: Steve Bernard

Attached please find the required Agenda Item Request Memo. Please use the most current Sanitation Budget, plus this email as backup.

Sincerely,

Steve Bernard
 Commissioner

Regarding the Sanitation Budget, please have the Finance Director confirm the following Sanitation Unallocated Monies & Other Comments:

1. The amount that we can expect to bill residents for Special Pickups this year is about \$24,000. The amount shown we've budgeted for the revenue to cover these services is \$5,000. This leaves (with no reduction) a potential revenue source, paid as user fees for those who put out more than 2 CY, or who are not timely in their yard curbside waste of \$19,000.
2. A reasonable amount for interest earnings (not shown as a line item), with \$700,000, at 1%, is \$7,000
3. The line item for 'other salaries' should not be there, as per the Finance Director's statement - \$14,000
4. This year, we budgeted \$36,205 for a 5% County Administration fee, compared to the actual 2%, or \$14,600. So far, we have not spent any unallocated expenses, so we can use that surplus for next year's budget = \$21,600
5. There is an estimated \$730,808 in expenses this year, compared to a \$738,190 budget, which gives a surplus for next year's budget = \$7,300

The above adds up to \$68,900 in unallocated monies.

In addition to that, we have \$40,000 in a contingency, which brings the unallocated amount to \$108,900 on a \$732,000 budget.

This is almost 15%, and it is excessive.

(As I have said for years, there is always a need for a Contingency, but it should only be used if we have the tightest and most reasonable line item costs, with no hidden 'built-in' contingency within the line items, as we have done in year's past. Therefore, the \$40,000 should either be significantly reduced, or we should go line item by line item to find that hidden contingency.)

In addition, there was no line item for New Equipment, and I would recommend a significant number, considering we've never had a line item for this before - \$10,000, but it was not discussed.

We should also look into the Recycling cost savings from North Miami and the County, as we discovered at the Meeting that we are not locked into a 3 year contract, but rather have a 30 day out from Miami Shores. No formal direction was given to Staff to investigate obtaining costs.

5/28/2010

Regarding the "Administration Fee" of \$50,000 to be transferred to the General Fund from this Sanitation Enterprise Fund.

The \$50,000 from last year's budget was only based on a percentage basis, and there was no breakdown of estimated Staff time in next year's budget. Because this is about 6% of the entire Sanitation budget, there is still 4 months left until next year's budget that can be used to arrive at a reasonable cost that should be 'paid' to the General fund for Administrative costs.

We can easily determine this reasonable cost if the Commission gives direction to staff that for the next 4 months, the time spent on Sanitation by Staff be recorded (the method to be determined) so that we can have an accurate Village Administration Fee to be transferred to the General Budget. The statement "It's not an exact science" is true, if we don't have data to work with. But many companies use manhours as a Management Tool, and now is the perfect chance to show how our Management style will use facts over estimates where we can.



Village of Biscayne Park

640 NE 114th Street
Biscayne Park, FL 33161

Tel: 305 899 8000
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Mayor and Commission

Roxanna Ross
Mayor

Albert Childress
Vice Mayor

Robert "Bob" Anderson
Commissioner

Steve Bernard
Commissioner

Bryan Cooper
Commissioner

Ana Garcia
Village Manager

John J. Hearn
Village Attorney

Maria Camara
Village Clerk

May 26, 2010

Revise
5/26/10

To: Ana Garcia, Village Manager
Maria Camara, Village Clerk

From: Michael Arciola, Finance Director

Re: Fund 402: Sanitation Fund, FY 2010-11

The Sanitation Fund is an enterprise fund established to account for revenues and expenses for the collection and disposal of solid waste, trash and recycled materials.

Enterprise Funds are used to account for operations that are financed and operated in a manner similar to private business operations, where the intent of the governing body is that costs (expenses, including depreciation) of providing goods or services to the general public on a continuing basis be financed or recovered primarily through user charges.

Overview of the Proposed Budget:

Revenues:

The proposed service fee of \$ 558.00 remains unchanged from the previous fiscal year.

Expenses:

The number of personnel assigned to the Sanitation Fund at the beginning of FY 2009-10 was 8.2. This number was lowered to 7.95 because of the retirement of a long term employee in May, 2009 (see attached detail). The proposed staffing for 2010-11 will remain at the 7.95 level. The approximate savings due to the retirement was \$ 26,000.

Dumping fees continue to be the major expense item. They are up slightly from the previous fiscal year.

Repairs and Maintenance of vehicles has increased and will continue to increase as the vehicle fleet ages. The current year budget is projected to be 50% higher than what was appropriated in October, 2009. Even though the vehicles were getting older and needed more repairs, the appropriation for this line item did not reflect this fact. In 2008 the actual was \$ 9,632 and in 2009 repairs were budgeted at \$ 8,000 while actual expenses were \$ 13,288 and in 2010 the budget was only \$ 8,000. We have attached a detail listing of repairs made year to date for this fiscal year. In the future, detailed maintenance records will be maintained by vehicle so we can identify which vehicle is costing us the most money to maintain.

The budget projection for the handling of non-ad valorem assessments has decreased from \$ 36,205 to \$ 14,600. This is the expected cost per the inter-local agreement between the Village and Miami-Dade County.

Administrative Fees for the proposed fiscal year are again budgeted at \$ 50,000. This is a fee paid to the General Fund for the work performed by the city's administrative staff on behalf of the Sanitation Fund. In addition, this fee also covers a portion of the cost of maintaining the Public Works building. The administrative staff is working on developing a better method of allocating the indirect cost of the General Fund to the various other funds in the Village that receive services from the staff of the General Fund.

A new item added to this budget is Unappropriated Contingency. This is the difference between revenues and expenses to be allocated later in the fiscal year if a budget increase is needed to a budget line item. For instance, if gasoline prices increase to \$ 4.00 a gallon, an amount would be transferred from contingency to the gasoline line item to cover the additional increase in cost. Contingency may also be used to cover any cost of living or merit increases that may be approved.

If the contingency amount is not completely used during the fiscal year and all Sanitation Assessments are paid, then the remaining amount of the unappropriated contingency would represent a surplus in the Sanitation Fund. The Village could let the amount automatically roll into Unrestricted Retained Earnings or the amount could be "Restricted" for a specific purpose, such as, equipment replacement.

Other Significant Issues:

As of September 30, 2009 this fund did not have any cash. Money has been "loaned" to this fund by the General Fund and the total is now \$ 140,401. This lack of cash is the result of non-payment of assessments which totaled \$ 147,749 on September 30, 2009.

Three of the four vehicles are fully depreciated, so replacements in the future should be planned.

The unrestricted net assets for the Sanitation Fund is a negative \$ 11,019. This means that the fund is basically insolvent.

Because of the above, it is recommended that the Commission approved this budget as submitted with the assessment fee remaining at \$ 563.00.

Recommendations for thought and future implementation/action:

1. Study the role of public works in the Sanitation Fund with emphasis on public works providing operational recommendations.
2. Survey the residents to find out their opinions, recommendations and needs concerning Sanitation and Trash pickups.
3. Enhance the collection process for accounts receivable to include the use of late fees, interest assessments on delinquent accounts, and the use of a collection agency on a contingency fee basis to collect delinquent account receivable accounts.
4. Prepare a vehicle replacement schedule to facilitate future budget planning.

Attachments

Village of Biscayne Park
Proposed Budget FY 2010 -2011

5/25/2010 5:08 PM

FUND: SANITATION FUND

ACCOUNT: 402 - 3402	F.Y.E. 9-30-2008 ACTUAL	F.Y.E. 9-30-2009 ACTUAL	FISCAL YEAR 2009 - 2010		FISCAL YEAR 2010 - 2011				
			ADOPTED BUDGET	Y. T. D. 3-31-2010	PROJECTED 9-30-2010	DEPARTMENT PROPOSED	CITY MGR. PROPOSED	COMMISSION ADOPTED	
343.40.01 Garbage / Waste Fees	\$ 702,519	\$ 683,259	\$ 728,190	\$ 574,274	\$ 728,190	\$ 727,190	\$ 727,190		
343.40.03 Special Pick-Up / Lot Clearing	-	22,630	10,000	-	2,618	5,000	5,000		
Non-Operating Transfers In	6,896	-	-	-	-	-	-		
TOTAL REVENUE	\$ 709,415	\$ 705,889	\$ 738,190	\$ 574,274	\$ 730,808	\$ 732,190	\$ 732,190	\$	\$

Village of Biscayne Park
Proposed Budget FY 2009 - 2010

5/25/2010 05:08 PM

FUND: SANITATION FUND

ACCOUNT: 402 - 3402	F.Y.E. 9-30-2008 ACTUAL	F.Y.E. 9-30-2009 ACTUAL	FISCAL YEAR 2009 - 2010		FISCAL YEAR 2010 - 2011					
			ADOPTED BUDGET	Y. T. D. 3-31-2010	PROJECTED 9-30-2010	DEPARTMENT PROPOSED	CITY MGR. PROPOSED	COMMISSION ADOPTED		
OBJECT/ACCOUNT NAME:										
534.12.01 Regular Salaries	239,534	243,372	213,405	120,607	219,627	198,040	198,040	198,040		
534.13.01 Other Salaries & Wages	4,223	5,974	14,444	7,100	14,200	14,000	14,000	14,000		
534.14.01 Overtime	600	1,131	2,200	427	854	1,000	1,000	1,000		
534.19.01 Banked Sick	15,066	(2,894)	-	-	-	-	-	-		
534.21.01 FICA Taxes	15,057	15,530	13,368	7,944	15,519	16,298	16,298	16,298		
534.21.02 Medicare	3,521	3,632	3,126	1,870	1,870	-	-	-		
534.22.01 Retirement	22,690	24,772	21,237	12,621	23,513	23,434	23,434	23,434		
534.23.01 Life, Health & Dental Insurance	45,614	53,075	45,135	22,765	43,935	40,745	40,745	40,745		
534.24.01 Workers' Compensation	47,952	33,208	33,744	11,292	22,584	22,500	22,500	22,500		
534.26.01 Insurance - Liability	7,453	4,734	-	-	-	-	-	-		
TOTAL PERSONAL SERVICES:	401,710	382,534	346,659	184,626	342,102	316,017	316,017	316,017		
534.32.01 Audit Fees	-	-	5,200	-	-	5,000	5,000	5,000		
534.34.02 Dump - Garbage/Waste	152,472	153,267	172,400	89,849	179,698	180,000	180,000	180,000		
534.34.03 Dump - Recycling	35,000	35,000	35,000	-	35,000	35,000	35,000	35,000		
534.41.01 Telephone	2,447	2,484	1,470	351	702	1,500	1,500	1,500		
534.41.02 Radios	951	-	1,260	-	630	1,200	1,200	1,200		
534.42.01 Postage	-	-	250	-	125	250	250	250		
534.43.01 Electric	-	1,721	1,050	260	520	2,400	2,400	2,400		
534.43.02 Water	-	745	420	73	146	600	600	600		
534.45.01 Insurance - Trucks	4,796	3,011	3,000	4,242	8,484	8,500	8,500	8,500		
534.45.02 Insurance - Liability	-	-	4,786	-	4,786	5,000	5,000	5,000		
534.46.01 R&M Vehicles	9,632	13,288	8,000	5,737	11,474	12,000	12,000	12,000		
534.48.01 Advertising	-	-	800	-	800	800	800	800		
534.49.05 Truck Washing	-	-	1,000	-	500	800	800	800		
534.51.01 Supplies: General Office	-	-	250	-	125	250	250	250		
534.52.01 Operating Supplies	2,637	3,546	2,500	1,270	2,540	2,500	2,500	2,500		
534.52.02 Gas & Oil	21,882	16,166	26,320	5,801	11,602	15,000	15,000	15,000		
534.52.03 Tires & Tire Repair	1,656	1,032	3,000	1,203	2,406	3,000	3,000	3,000		
534.52.04 Uniform Rental	2,113	3,063	3,840	1,733	3,466	3,500	3,500	3,500		
534.53.01 Depreciation	12,518	12,518	12,600	-	12,600	12,600	12,600	12,600		
534.53.02 Administration Fee-Miami-Dade	34,567	7,073	36,205	-	14,600	14,600	14,600	14,600		
534.53.03 Administration Fee-BP	-	50,000	50,000	-	50,000	50,000	50,000	50,000		
Unappropriated Contingency	4,781	-	-	-	27,905	40,187	40,187	40,187		
TOTAL MATERIALS, SUPPLIES, SERVICES:	285,452	302,914	369,351	110,519	368,109	394,687	394,687	394,687		
TOTAL OPERATING EXPENSES	687,162	685,448	716,010	295,145	710,211	710,704	710,704	710,704		
534.75.01 Lease/Purchase Interest & Principal	3,254	2,437	22,180	13,945	20,597	21,486	21,486	21,486		
TOTAL NON-OPERATING	3,254	2,437	22,180	13,945	20,597	21,486	21,486	21,486		
TOTAL DEPARTMENT	\$ 690,416	\$ 687,885	\$ 738,190	\$ 309,090	\$ 730,808	\$ 732,190	\$ 732,190	\$ 732,190		



Date: 5/28/10
To: Village Clerk
From: Steve Bernard, Commissioner
Re: Resident Notification Procedures

REQUEST:

- 1) That the Village utilize the "Email Blast" to notify Residents on at least a monthly basis of upcoming Village Meetings and events,
- 2) That the Village utilize the "Email Blast" to notify Residents of all Special Commission Meetings in a timely basis
- 3) That the Marquees, Village Hall, and Rec Center bulletin boards be updated as soon as Special Commission Events are scheduled.

BACKGROUND AND ANALYSIS:

- 1) The Village has had a "Village Email Update" form on our website for several years, and it has been advertised as a means for Residents to be contacted to "Help Us To Let You Know" about Meetings, Events, Park & Rec info, and Other News. This allows the Village to be proactive in contacting those Residents who have asked to be contacted, instead of relying on the passive means of "Website Notification", which requires busy people to think about going online.
- 2) Using the "Email Blast" is the least expensive, most dependable means to notify Residents about any Special Meetings that are not shown on the regular monthly Email Blast.
- 3) The recent Special Commission meeting regarding the Sanitation Fee was not publicly noticed until after 4:00 on the Monday before the Wednesday Meeting, even though Staff had noticed the Commissioners on the Thursday prior to the Meeting. While the notification law requires only 24 hours, Best Practice says that notification should be made once dates are set.

FISCAL/BUDGETARY IMPACT:

- 1) Minimal, the time required to send the monthly Marquee Signs to residents already on an existing Email List
- 2) Minimal, the time required to send the Special Meeting updates to residents already on an existing Email List
- 3) Minimal, the time and cost to print and post Special Meeting updates
- 4) Benefits to Residents include giving proper time and notice to participate in our Government

COMMENDATION:

"Recommended by Commissioner Steve Bernard"

Biscayne Park, Florida



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Help Us to Let You Know....

Please sign up below for free email updates about events and issues here in Biscayne Park. Any information you provide will be used for this purpose **only**...Thank you!

"If you decide to provide your email address, please be advised that such address is subject to public records laws and thus, subject to disclosure."

* Name :

* Email address :

-
- Commission Meetings
 Village Events
 Parks and Rec
 Other news

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Date: 6/2/2010

To: Ana Garcia, Village Manager
From: Maria Camara, Village Clerk

Re: UTILIZATION OF "E-MAIL BLASTS" FOR NOTIFICATION OF MEETINGS AND EVENTS TO RESIDENTS

A question was e-mailed to all clerks belonging to FACC (Florida Association of City Clerks) asking if their municipality utilizes e-mail blasts to notify their residents of meetings and events. The following 26 municipalities answered:

	Municipality	Meetings	Events	Performed By	Other Comments
1	Tequesta	No	Yes	Service	
2	Lighthouse Point	No	No		Meetings posted on website and bulletin boards
3	Miami Gardens	No	Yes	Service	
4	Greenacres	No	No		Meetings posted on website and bulletin boards
5	Lauderdale Lakes	No	Yes	Service	Also utilize Facebook & Twitter
6	Pinecrest	Yes	Yes	Service	
7	Coral Springs	Yes	Yes	Webmaster	
8	Bal Harbour	Yes	Yes	Clerk	
9	Royal Palm Beach	No	No		Meetings posted on website and bulletin boards
10	Hypoluxo	Yes	Yes		
11	N. Palm Beach	Yes	Yes	Service	
12	W. Palm Beach	Yes	Yes	Webmaster, PIO	Facebook, Twitter, TV
13	Hollywood	Yes	Yes	IT	
14	Palm Beach Shores	Yes	Yes		
15	Boynton Beach	Yes	Yes	Public Affairs Dir	
16	Atlantis	No	No		Meetings posted on website and bulletin boards
17	Hallandale	Yes	Yes	Clerk	
18	Tamarac	No	No		Commissioner's e-mail list is utilized if they do.
19	Lake Park	Yes	Yes	IT Staff	
20	Manalapan	Yes	Yes	Clerk	
21	Belle Glade	No	No		
22	Miami Beach	Yes	Yes	Service	
23	Highland Beach	Yes	Yes	Webmaster	
24	Ocean Ridge	No	Yes	Webmaster	
25	Clermont	Yes	Yes	Service	
26	Sanibel	Yes	Yes	Service	

- * Only three of the municipalities that responded stated that the Clerk performs this function.
- * Have never received a request from a resident asking why we don't use this service.

The Florida Association of City Clerks (FACC) has 584 members.

FY 2010-11 Budget Calendar

May 2010	Date	Action / Meeting / Event
	Wed 5/12/2010	Manager's budget kick-off meeting with staff to review requirements, calendar and critical dates.
	Mon 5/17/2010	Finance to provide actuals to date and comparison to adopted 2009-10 budget for each department.
	Wed 5/26/2010	Manager's meeting with department directors on status.
	Mon 5/31/2010	Memorial Day Holiday - Village Offices Closed

	Date	Action / Meeting / Event
	Tue 6/8/2010	Manager to present budget calendar at regular Commission meeting.
	Wed 6/9/2010	Manager meeting with Finance Dept to review their budget.
	Wed 6/16/2010	Manager meeting with Police Dept to review their budget.
	Wed 6/23/2010	Manager meeting with Code Enforcement, Building Dept and Clerk to review their budgets.
	Wed 6/30/2010	Manager meeting with Public Works and Recreation to review their budget.

July 2010	Date	Action / Meeting / Event
	Mon 7/5/2010	Independence Day Holiday - Village Offices Closed
	Wed 7/7/2010	Manager to meet with Department Directors to review their drafts of their department's budget.
	Fri 7/9/2010	Final draft of each department's budget submitted to Manager for review.
	Tue 7/13/2010	Manager to present 2010-11 final draft of the budget at the regular Commission meeting. Requests that each Commissioner provide their questions between to the Manager between July 14th and July 23rd in order to have answers ready at the first workshop.
	Tue 7/27/2010	1st Budget Workshop - 6:30PM
	Wed 7/28/2010	<i>Dade County Public Schools: 1st Public Budget Hearing 6:00PM</i>

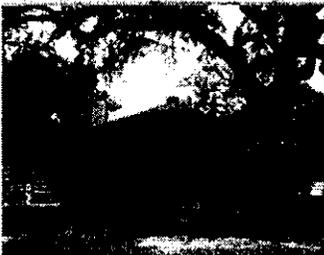
	Date	Action / Meeting / Event
	Tue 8/3/2010	Regular Commission Meeting at 6:30PM
	Tue 8/17/2010	2nd Budget Workshop - 6:30PM
	Tue 8/31/2010	1st Public Hearing - FY 2010-11 Budget - 6:30PM.

September 2010	Date	Action / Meeting / Event
	Mon 9/6/2010	Labor Day Holiday - Village Offices Closed
	Tue 9/7/2010	<i>Dade County Public Schools: 2nd Public Budget Hearing 6:00PM</i>
	Mon 9/13/2010	<i>Miami Dade County - 1st Public Budget Hearing 5:01PM</i>
	Tue 9/14/2010	Regular Commission Meeting at 6:30PM
	Tue 9/21/2010	2nd Public Hearing - FY 2010-11 Budget - 6:30PM.
	Thu 9/23/2010	<i>Miami Dade County - 2nd Public Budget Hearing 5:01PM</i>

Biscayne Park, Florida



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Hurricane Season 2010

June 1, 2010, marks the start of the 2010 Atlantic Hurricane Season. The Village of Biscayne Park will utilize our website to provide our Village with as much information as possible to help you get prepared, to keep you advised of watches and warnings, and any and all services that we will make available to our residents. Please check back often as we will continually be updating this section.

Be sure to click on the links below for important information on getting prepared TODAY!

◆◆ [Message from Mayor Carlos Alvarez - 6/1/2010](#)

◆◆ [Disaster Supply Kit](#)

 [TOP TEN HURRICANE TIPS.pdf](#)

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