



Village of Biscayne Park

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

Mayor and Commission

John R. Hornbuckle
Mayor

Robert (Bob) Anderson
Vice-Mayor

Kelly Mallette
Commissioner

Chester H. Morris, M.D.
Commissioner

Steve Bernard
Commissioner

Frank R. Spence
Village Manager

John J. Hearn
Village Attorney

Ann Harper
Village Clerk

AGENDA

REGULAR COMMISSION MEETING Ed Burke Recreation Center – 11400 NE 9th Court Tuesday, November 6, 2007 - 7:00 pm

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

PUBLIC COMMENTS RELATED TO AGENDA ITEMS

1. PRESENTATIONS

2. ADDITIONS, DELETIONS OR WITHDRAWALS TO AGENDA

3. CONSENT AGENDA (Motion to be made for all as one or remove for discussion) Tab #3

A. Approval of Minutes

(1) Regular Meeting – October 2, 2007

(2) Special Meeting - 1st Budget Public Hearing September 4, 2007

(3) Special Meeting - 2nd Budget Public Hearing September 18, 2007

B. Approval of Monthly Budget to Actual Statement September 2007

C. Agreements

1. Agreement between the Village and the Office of the State Attorney for the 11th Judicial Circuit to reimburse the State for the cost of State Attorney prosecution of ordinance violations (October 1, 2007 to September 30, 2008) (Approved as to form by Village Attorney)

D. Public Notice of 2008 Holidays Observed

Village of Biscayne Park - Agenda

4. ORDINANCES – FIRST READING – TAB #4

A. ORDINANCE NO. 2007-20

AN ORDINANCE OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA PURSUANT TO SECTION 166.041, FLORIDA STATUTES, TO AMEND ORDINANCE 2006-7 ADOPTED ON SEPTEMBER 25, 2006 FINALIZING AND ADOPTING THE ANNUAL OPERATING BUDGET AND CAPITAL IMPROVEMENT PROGRAM FOR FISCAL YEAR 2006-2007, BY AMENDING VARIOUS PARTS OF THE BUDGET CONSISTENT WITH EXHIBIT "B," ATTACHED HERETO; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE

B. ORDINANCE NO. 2007-21

AN ORDINANCE OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA, CREATING A NEW SECTION ENTITLED "VILLAGE CANVASSING BOARD;" DELINEATING BOARD MEMBERSHIP; SPECIFYING THE BOARD CHAIRMAN; PROVIDING THE DUTIES OF THE BOARD; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION; PROVIDING FOR AN EFFECTIVE DATE

5. PUBLIC HEARINGS – TAB #5

A. SECOND READING OF ORDINANCES

(1) ORDINANCE NO. 2007-17

AN ORDINANCE OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA AUTHORIZING THE BORROWING OF ONE HUNDRED EIGHTY SEVEN THOUSAND TWELVE DOLLARS (\$187,012.00) FOR THE LEASE/PURCHASE OF ONE POLICE CAR, ONE GARBAGE TRUCK AND ONE MULTI-PURPOSE BUS IN CONNECTION WITH THE MASTER LEASE/PURCHASE AGREEMENT CONSISTENT WITH RESOLUTION NO. 2006-19; PROVIDING AN EFFECTIVE DATE

(2) ORDINANCE NO. 2007-18

AN ORDINANCE OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA AUTHORIZING THE DECREASE IN COMPENSATION FOR THE MAYOR AND COMMISSIONERS CONSISTENT WITH THE VILLAGE CHARTER; PROVIDING FOR CONFLICT; PROVIDING FOR INCLUSION; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE

Village of Biscayne Park - Agenda

5. PUBLIC HEARINGS – TAB #5

A. SECOND READING OF ORDINANCES - Continued

(3) ORDINANCE NO. 2007-19

AN ORDINANCE OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA RELATING TO AD VALOREM TAXATION; PROVIDING FOR AN ADDITIONAL HOMESTEAD EXEMPTION FOR CERTAIN QUALIFYING SENIOR CITIZENS WHO HAVE ATTAINED THE AGE OF 65 AND WHOSE HOUSEHOLD INCOME DOES NOT EXCEED THE ANNUAL ADJUSTED INCOME LIMITATION WHICH CURRENTLY IS \$24,214 TO BE APPLIED TO MILLAGE RATES LEVIED BY THE VILLAGE; PROVIDING REQUIREMENT OF ANNUAL APPLICATION AND SUBMISSION OF SUPPORTING DOCUMENTATION TO THE MIAMI-DADE COUNTY PROPERTY APPRAISER; PROVIDING FOR REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE

B. VARIANCES – Quasi Judicial Hearings – Tab #5

Variance request by Rohan Pershaosingh, 11410 Griffing Blvd.

- (1) To build new garage requiring variances from setback requirements to encroach twelve and one half feet into front property setback**
- (2) To build a terrace roof encroaching eight inches into front property Setback**

RESOLUTION 2007-19

A RESOLUTION OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA, MAKING FINDINGS OF FACT AND GRANTING A NON-USE VARIANCE TO THE PROPERTY OWNER OF 11410 GRIFFING BOULEVARD, BISCAYNE PARK, FLORIDA, ALLOWING VARIANCES FROM THE VILLAGE OF BISCAYNE PARK CODE OF ORDINANCES TO ALLOW A 12'6" ENCROACHMENT INTO THE FRONT SETBACK AND AN 8" ENCROACHMENT INTO THE SIDE SETBACK; PROVIDING FOR AN EFFECTIVE DATE

6. OLD BUSINESS

A. Discussion on developing a policy statement in opposition to the City of North Miami's proposed assessment on water bills (Commissioner Bernard)

Village of Biscayne Park - Agenda

7. RESOLUTIONS – TAB #7

A. RESOLUTION 2007-18

A RESOLUTION OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA, AUTHORIZING THE VILLAGE MANAGER TO APPLY FOR THE FEDERAL DRUG CONTROL AND SYSTEM IMPROVEMENT PROGRAM GRANT AVAILABLE THROUGH THE MIAMI-DADE DEPARTMENT OF HUMAN SERVICES TO APPLY FOR, RECEIVE, EXPEND AND AMEND FEDERAL FUNDS AND EXECUTE AGREEMENTS WITH THE PURPOSE OF CREATING A CRIMINAL JUSTICE RECORD IMPROVEMENT PROGRAM AND PROVIDING AN EFFECTIVE DATE

(1) Contract Award for Drug Control and System Improvement Program for FY 2008 in the amount of \$2,865.00 with Village matching \$955.00 for total project of \$3,820.00.

8. NEW BUSINESS – TAB #8

- A. Appointment of replacement for Lisa Peterson on the Parks & Parkways Board (Commissioner Bernard's appointment)
- B. Appointment of replacement for Brett Shinn on the Planning & Zoning Board (Commissioner Morris' appointment)
- C. Request approval to purchase Police Carbine Rifles using Federal Forfeiture Funds (includes Certification of availability of funds)
- D. Consideration of creating a citizen's committee to review the Code of Ordinances (Commissioner Bernard)
- E. Discussion of City of North Miami's proposed annexation plan and whether or not the Village of Biscayne Park would be interested in annexing the area east of the FEC railroad tracks
- F. Request approval for Village Manager to attend Florida City/County Management Association Winter Institute in St. Augustine on February 6 – 8, 2008
- G. Request approval of Change Order #3 to TRW Contracting, Inc., for additional Stormwater drainage improvement project (Phase 2A) in the amount of \$75,612.00.
- H. Request approval of Change Order #4 to TRW Contracting, Inc., to complete sidewalk installation around the recreation field and park in the amount of \$17,500.00
- I. Consideration of scheduling the January 2008 meeting from Tuesday, January 1, New Year's Day, to Tuesday, January 8, 2008.

Village of Biscayne Park - Agenda

9. GOOD AND WELFARE (PUBLIC)

10. REPORTS – TAB #10

A. Committee Reports – Dog Park, Chair, John Ise

B. Village Attorney Comments

C. Village Manager Comments

1. Report from Police Chief Glansberg

D. Commission Comments

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

11. ANNOUNCEMENTS -All public meetings are held at the Ed Burke Recreation Center 400 NE 9th Court

- | | |
|---|---|
| * Wednesday, November 7 | Parks & Parkways Board at 6:00 pm |
| * Monday, November 12 | All Departments closed in observance of Veterans Day |
| * Monday, November 19 | Planning and Zoning Board at 6:30 pm |
| * Tuesday, November 20 | Code Enforcement Board at 7:00 pm |
| * Thursday and Friday
November 22 and 23 | All Departments closed in observance of
Thanksgiving Holiday |
| * Tuesday, November 27 | Special Commission Meeting 7 pm |
| * Monday, December 3 | Planning and Zoning Board at 6:30 pm |
| * Tuesday, December 4 | Regular Village Election ending at 7 pm |
| * Tuesday, December 11 | Regular Commission Meeting and Installation 7 pm |

**12. ADJOURNMENT - NOTE: TBS = To Be Submitted
Visit our website at www.biscayneparkfl.gov**

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

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

DECORUM

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



Village of Biscayne Park

MINUTES

REGULAR MEETING

Ed Burke Recreation Center – 11400 NE 9th Court

Tuesday, October 2, 2007 - 7:30 pm

Mayor Hornbuckle called the meeting to order at 7:40 p.m. In addition to Mayor Hornbuckle, present were Commissioners Steve Bernard, Kelly Mallette, Dr. Chester Morris and Vice-Mayor Bob Anderson. Present from Staff were Frank Spence, Village Manager; John Hearn, Village Attorney; Holly Hugdahl, Acting Finance Director; Mitchell Glansberg, Police Chief; Tony Sanchez, Police Captain; Joe Fisher, Public Works Director; Elisa Tankersley, Recreation Director, and Ann Harper, Village Clerk.

1. PRESENTATIONS

Representatives of South Florida Water Management District (SFWMD) will give a presentation relative to the impact of the water level of the C-8 Canal on adjacent properties

A presentation was made by representatives of the South Florida Water Management District relative to the impact of the water level of the C-8 Canal on adjacent properties. Representatives included Shannon Estenoz, member of the Board of Governors; Lewis Beilman, Evan Skornick, Keith Price, and Jose Fuentes, Director. Ms. Estenoz described the role of the policy-setting Board, which also levies an ad valorem tax. Mr. Beilman followed the presentation and said the District will continue to work with Village officials to identify and resolve local issues.

Vice-Mayor Anderson thanked the SFWMD representatives for the boat tour of the C-8 Canal with the Village Manager and Commissioners and for their presentation. He said he appreciated their concern for the problems expressed by residents.

2. ADDITIONS, DELETIONS OR WITHDRAWALS TO AGENDA

Presentation of Certificates to CERT participants was moved from Agenda item 10-C-1 to Item 1-B under Presentations. Vice-Mayor Anderson requested the addition of Item 2-A, Discussion of moving Good & Welfare to the beginning of the meeting with speakers having three minutes to discuss anything, whether or not it is on the agenda.

Presentation of Certificates of Recognition for completion of CERT (Community Emergency Response Team) training to Judi Hamelburg, Lilly Harper, Ann Marie Joncheer, and James Murphy

Chief Glansberg made the presentation of certificates to the four people who completed the CERT training program and thanked them for their participation.

Vice-Mayor Anderson commented that he has received emails from residents saying that they would like to speak on issues whether or not they are on the agenda before Commissioners vote.

Commissioner Morris said there should not be an "endless dialogue." He said if questions have been answered, speakers should not be permitted to keep bringing back the subject. It is a matter of politeness and consideration for everyone in the room. The amount of time a speaker is allowed to talk should be at the discretion of the Mayor.

Commissioner Bernard agreed that residents should have the opportunity to speak to all five Commissioners about specific agenda items before a vote is taken.

Commissioner Mallette said she supports moving Good and Welfare to the beginning of the meeting. She does not agree with allowing people to speak before every agenda item because it could become unruly.

Vice-Mayor Anderson said he favored moving Good and Welfare to the front of the meeting as a test to see how well it works.

Mayor Hornbuckle said we are not trying to "stifle" public participation but having the public speak on every agenda item defeats the purpose of having Commissioners who represent the residents and is cumbersome.

Mayor Hornbuckle opened the meeting for public comments with a two-minute time limit.

Dan Keys said Good and Welfare belongs at the end of the meeting. He also thinks the public should be allowed to speak during first reading of an ordinance.

Barbara Kuhl said she agreed with Mr. Keys that Good and Welfare belongs at the end of the meeting. She objected to not being able to speak during the Budget Workshops.

Roseann Ross said she favors having Good and Welfare at the end of the meeting and speaking on agenda items earlier on the meeting.

Clement Hall said the public should be allowed to speak.

Dale Blanton agrees that Good and Welfare should be at the end of the meeting.

Robert Brumm suggested having speakers at both the beginning and at the end of the meetings after the agenda items for comments from Staff and the Commissioners. Speakers should select whether they wish to speak at the beginning or the end of the meeting, but not both times.

James Murphy said residents should have the opportunity to speak on controversial issues, not must at the beginning and/or the end of meetings.

David Twitchell said he has put in a lot of time and effort in the Village and he feels that Villagers should have the opportunity to participate directly in the meetings.

There were no more speakers, and Mayor Hornbuckle opened the floor for Commission discussion.

Commissioner Anderson said it will take a few months of testing different methods to see what works.

Commissioner Morris suggested having two Good and Welfare sessions since it is just an experiment for two or three months.

Commissioner Bernard confirmed that this does not relate to having comments on each agenda item. He suggested having speakers on agenda items at the first part of the meeting and Good and Welfare at the end of the meeting.

Mayor Hornbuckle said the Village has always had public participation sections on agendas. He said workshops have been scheduled for special issues because they are less formal and those issues can be discussed. The Commission meetings are for business, and things need to be moved along.

Motion was made by Commissioner Bernard, seconded by Commissioner Morris, to have public speakers at the beginning of the meeting for comments on agenda items and speakers for Good and Welfare at the end of the meeting for a two or three months. Time will be at the discretion of the Mayor. The motion carried by roll-call vote, as follows:

AYES: Commissioners Bernard, Mallette, and Morris; Vice-Mayor Anderson.

NAYS: Mayor Hornbuckle.

3. CONSENT AGENDA (Motion to be made for all as one or remove for discussion) Tab #3

A. Approval of Minutes –

(1) Regular Meeting – September 4, 2007

(2) Special Meeting - 1st Budget Public Hearing September 4, 2007

(3) Special Meeting - 2nd Budget Public Hearing September 18, 2007

B. Approval of Monthly Budget to Actual Statement August 2007

C. Contracts and Agreements

1. Contract with David Caserta, Government Relations

2. Contract with FMIT (Florida Municipal Insurance Trust) administered by the Florida League of Cities to become the carrier for the Workers' Compensation Insurance

3. Contract with Municipal Code Corporation for Republication of Village Code

Commissioner Bernard said he would like to remove items 3A(2) and 3A(3) and 3C(1) from the Consent Agenda.

Motion was made by Commissioner Anderson, seconded by Commissioner Mallette, to approve the Consent Agenda without the items which were removed. The motion carried by voice vote, 5/0.

Commissioner Bernard said the legislature is going into special session to cut the budget, and we are paying a lobbyist to get us money. We need to consider cost vs benefits.

Motion was made by Commissioner Bernard, seconded by Commissioner Morris, to deny the David Caserta contract.

After discussion, the Mayor called for a voice vote on the motion, which failed with Commissioners Mallette and Morris, Vice-Mayor Anderson and Mayor Hornbuckle voting no. Commissioner Bernard voted yes.

Motion was made by Commissioner Anderson, seconded by Commissioner Morris, to approve the contract of David Caserta. The motion carried by voice vote 4/1 with Commissioner Bernard voting no.

4. ORDINANCES – FIRST READING – TAB #4

A. ORDINANCE NO. 2007-17

AN ORDINANCE OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA AUTHORIZING THE BORROWING OF ONE HUNDRED EIGHTY SEVEN THOUSAND TWELVE DOLLARS (\$187,012.00) FOR THE LEASE/PURCHASE OF ONE POLICE CAR, ONE GARBAGE TRUCK AND ONE MULTI-PURPOSE BUS IN CONNECTION WITH THE MASTER LEASE/PURCHASE AGREEMENT CONSISTENT WITH RESOLUTION NO. 2006-19; PROVIDING AN EFFECTIVE DATE

Attorney Hearn read the title of the Ordinance. He reviewed the actions which took place during the budget process last year when the Commission approved a Resolution which authorized a purchase/lease agreement so the Village could acquire three vehicles. The Manager presented a feasibility study to the Commission. The mechanism for borrowing in the new Charter is unique and includes the requirement for an Ordinance, which is being presented today.

Mr. Spence said this Ordinance reaffirms and confirms the action taken by the Commission when they approved entering into the lease/purchase agreement for acquire the vehicles. The Village has always leased and then purchased vehicles, such as the garbage trucks. This is a practice which has been used for many years under the old Charter.

Motion was made by Commissioner Morris, seconded by Commissioner Anderson, to approve the Ordinance on first reading and schedule second reading for November 6, 2007. The motion carried by roll-call vote, as follows:

AYES: Commissioners Bernard, Mallette, and Morris; Vice-Mayor Anderson and Mayor Hornbuckle.

NAYS: None.

B. ORDINANCE NO. 2007-18

AN ORDINANCE OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA AUTHORIZING THE DECREASE IN COMPENSATION FOR THE MAYOR AND COMMISSIONERS CONSISTENT WITH THE VILLAGE CHARTER; PROVIDING FOR CONFLICT; PROVIDING FOR INCLUSION; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE

Attorney Hearn read the title of the Ordinance. He said this Ordinance is necessary because of the salary reduction which the Commissioners approved during the budget process.

Motion was made by Commissioner Morris, seconded by Commissioner Bernard, to approve the Ordinance on first reading and schedule second reading for November 6, 2007. The motion carried by roll-call vote, as follows:

AYES: Commissioners Bernard, Mallette, and Morris; Vice-Mayor Anderson and Mayor Hornbuckle.

NAYS: None.

C. ORDINANCE NO. 2007-19

AN ORDINANCE OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA, RELATING TO AD VAOREM TAXATION; PROVIDING FOR AN ADDITIONAL HOMESTEAD EXEMPTION FOR CERTAIN QUALIFYING SENIOR CITIZENS TO BE APPLIED TO MILLAGE RATES LEVIED BY THE VILLAGE; PROVIDING REQUIREMENT OF ANNUAL APPLICATION AND SUBMISSION OF SUPPORTING DOCUMENTATION TO THE MIAMI-DADE COUNTY PROPERTY APPRAISER; PROVIDING FOR WAIVER OF EXEMPTION, PROVIDING FOR AN ANNUAL INCREASE IN INCOME LIMITATION; REPEALING ALL ORDINANCES AND RESOLUTIONS IN CONFLICT HERewith, PROVIDING FOR SEVERABILITY, PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE (Commissioner Bernard)

Attorney Hearn read the title of the Ordinance.

Mr. Spence reviewed his memorandum in the backup outlining the procedures for adopting the exemption and the requirements seniors must meet in order to qualify for the program.

Commissioner Bernard suggested having a workshop for seniors to explain this program to the residents.

Motion was made by Commissioner Morris, seconded by Commissioner Bernard, to set the additional exemption at \$25,000 and approve the Ordinance on first reading and schedule second reading for November 6, 2007. The motion carried by roll-call vote, as follows:

AYES: Commissioners Bernard, Mallette, and Morris; Vice-Mayor Anderson and Mayor Hornbuckle.

NAYS: None.

5. PUBLIC HEARINGS - None

6. RESOLUTIONS – None

7. OLD BUSINESS – None

8. NEW BUSINESS – TAB #8

A. Advice of Appointment of Barbara Kuhl to Parks & Parkways Board to replace Casto Fuenmayor (Commissioner Morris)

Commissioner Morris said he has known Barbara Kuhl through working together on the Charter Review Committee and feels she will be an asset to the Parks Board.

B. Voter Registration (Commissioner Bernard)

Commissioner Bernard spoke about the drive last year to register people to vote and said he would like to place notices in the Village encouraging voter registration and to have the registration forms available in Village Hall.

9. GOOD AND WELFARE (PUBLIC)

Dan Keys spoke about voter registration.

Robert Brumm objected to violating the Charter by passing an Ordinance authorizing an action which has already taken place.

Roxanne Ross spoke in favor of the additional senior objection.

Joe Chou, Crime Watch Chairman, said there will be a Chief's Night Out on October 10.

James Murphy urged people to join Crime Watch.

Barbara Kuhl asked about the Village entrance sign and asked candidates in the December 4 election to think about what they want to accomplish.

10. REPORTS – TAB #10

A. Committee Reports – Dog Park, Chair, John Ise

Mr. Spence said the installation of drains for the park is complete.

B. Village Attorney Comments

Attorney Hearn said he met with Florida Power & Light representatives regarding the agreement, and the "most favored nation" clause is the issue.

C. Village Manager Comments

1. Report from Police Chief Glansberg

Chief Glansberg reviewed crime statistics for September.

Mr. Spence said the County has approved reducing the speed limit on Griffing Blvd. to 25 miles per hour and signs will be installed in approximately four weeks.

D. Commission Comments

1. Commissioner Bernard said he will contact landscape architects about the entrance sign for the Village and commented about items on the Consent Agenda.

2. Commissioner Mallette spoke about special events which were approved in the budget and said she would like to be provided with the cost of the event compared with the attendance.

3. Commissioner Morris said people from Miami Shores will be attending the Village's Halloween party because their event has been cancelled.

4. Vice-Mayor Anderson said the Village is looking for volunteers to help with programs in the Parks Department. He spoke about a program which he instituted almost a year ago with North Miami about the common boundary line on 121st Street to establish a design that would be beneficial for both cities. He asked for a status on the project and was advised of tree replacement. Regarding the entry sign, he said a "point person" for the public should be appointed and should be given updates on the project.

5. Mayor Hornbuckle spoke about the Crime Watch Chief's Night Out. He also said that the Village's 75th anniversary is in 2008 and would like for a citizens committee be formed and a nice event should to be planned to commemorate the occasion.

11. ANNOUNCEMENTS -All public meetings are held at the Ed Burke Recreation Center 400 NE 9th Court

- | | |
|--------------------------------|---|
| * Wednesday, October 3 | Parks & Parkways Board at 6:30 pm |
| * Monday, October 8 | All Departments closed in observance of Columbus Day |
| * Tuesday, October 9 | Planning and Zoning Board at 6:30 pm |
| * Monday, October 15 | Qualification period begins for Candidates for December election |
| * Tuesday, October 16 | Code Enforcement Board at 7:00 pm |
| * Wednesday, October 17 | 9:00 am to 3:00 pm – Renew, replace or get a duplicate of your Florida Driver's License or ID card |
| * Wednesday, October 31 | Qualification period for Candidates ends |
| * Monday, November 5 | Planning and Zoning Board at 6:30 pm |
| * Tuesday, November 6 | Regular Commission Meeting at 7:00 pm |

There being no further business to come before the Commission, the Mayor adjourned the meeting at 10:20 p.m.

Commission approved: __November 6, 2007__

Attest:

John R. Hornbuckle, Mayor

Ann Harper, Village Clerk



Village of Biscayne Park

MINUTES

1st Public Hearing on the Budget
Ed Burke Recreation Center – 11400 NE 9th Court
Tuesday, September 4, 2007, 6 pm

Mayor Hornbuckle called the meeting to order at 6:10 p.m. In addition to Mayor Hornbuckle, present were Commissioners Steve Bernard, Kelly Mallette, Dr. Chester Morris and Vice-Mayor Bob Anderson. Present from Staff were Frank Spence, Village Manager; John Hearn, Village Attorney; Holly Hugdahl, Finance Director; Mitchell Glansberg, Police Chief; Tony Sanchez, Police Captain; Joe Fisher, Public Works; Elisa Tankersley, Recreation Director, and Ann Harper, Village Clerk.

4. PRESENTATION OF THE FISCAL YEAR 2007-2008 PROPOSED BUDGET

Village Manager Frank Spence stated this is the first Public Hearing on the proposed budget and read his prepared statement into the record. (Copy is attached to these minutes.) He commented that the Commission held two workshops and made minor adjustments to the budget, but the bottom line remains the same. For the first time the complete budget document was posted on the website and is available to everyone.

Attorney Hearn read the title of each Ordinance, and Mr. Spence described each fund (General, Road, Sanitation, and CITT) in the budget. In the General Fund, he noted reductions except in the Police and Executive accounts. The General Fund was also reduced by \$705,856, which was transferred to the new Sanitation Fund.

Mayor Hornbuckle opened the Public Hearing.

Robert Brumm commented on the cost of the Charter lawsuit; objected that there was no mention of individual salaries in the budget; objected that Finance Director Holly Hugdahl was not present at the workshops, and said the budget should have been reduced by nine percent as mandated by the State.

Dan Keys spoke in favor of the budget.

Maria Camara spoke in favor of reducing the budget by nine percent.

Charles Ross said expenditures could have been described better.

There were no more speakers, and the Public Hearing was closed. Mayor Hornbuckle addressed comments made by the public speakers.

Mr. Spence responded for the record, regarding the absence of Mrs. Hugdahl at the workshops, that the workshops were originally scheduled for a date when she would be available to attend. The workshops were rescheduled and that was the cause of her absence. He continued that individual salaries are not included in the budget; departmental totals are budgeted. The Village has the same number of employees as last year, and there are no proposed increases in any salary categories.

Mayor Hornbuckle opened the meeting for comments from Commissioners.

Commissioner Morris complimented the Manager on the budget and noted that funds have been included for a new entry sign.

Vice-Mayor Anderson commented that non-residents provide revenue for the Recreation Department. In response to Vice-Mayor Anderson's question about the Recreation Department, Mrs. Hugdahl said that expenses are budgeted based upon expected revenues. An ongoing problem in the Department is frequently not enough people can be hired to manage the programs. When programs are not fully staffed, the expenses are decreased.

Commissioner Mallette said the legislature wanted residents to have property tax reductions now since it would be a while before the constitutional amendment is on the ballot. Property taxes did not "drop like a rock" as expected, and everyone who thought that would happen has been disappointed. She continued saying the reduction was not a punishment for spending. The calculation was based on how much the city's revenues grew over personal income. Some cities were put in the position of a rollback plus three percent, other cities had higher percentages, such as the Village which was assigned rollback plus nine percent. She supports the rollback plus nine percent reduction. When she returned from Tallahassee she met with the Village Manager and said she knows it will not be easy to reduce spending. She suggested finding places to outsource such as other cities do to save money. She is not suggesting to outsource the Police Department or the garbage collection function. The Village has the exact number of employees as it had when the Commissioners were in charge of all departments, so for all those years the Commission was doing something right.

Commissioner Mallette continued saying that she feels the budget for Finance is high. The contract that the Village has is not comparable to other city contracts. That contract shows \$70,000 a year for 10 hours of work a week, which is high. If you calculated it out times 40 hours a week, it would be \$280,000 a year. We need to be cautious. She also said that the ratio of supervisors to employees in every department should be examined. Speaking of the Legislature, she said at some point more reforms are going to be proposed, and the Village should consider what it will do at that point. She feels the Village should have reduced the budget by the nine percent as the Legislature calculated.

In response to Commissioner Mallette's comments regarding the Finance Department, Mr. Spence referred to his memorandum dated August 30 on Village employee salaries and stated that Mrs. Hugdahl received \$60,000 in 2006.

Commissioner Bernard stated that it was difficult to find places in the budget to reduce expenses. He commented on the additional homestead exemption for low income senior residents and suggested the Village consider approving this program.

5. PUBLIC HEARINGS – ORDINANCES FOR FIRST READING

A. ORDINANCE No. 2007-12

AN ORDINANCE OF THE VILLAGE OF BISCAYNE PARK, FLORIDA, ESTABLISHING THE 2007-2008 MILLAGE RATE OF 8.34 MILLS PER EACH \$1,000 OF ASSESSED VALUATION UPON REAL AND PERSONAL PROPERTY WITHIN THE VILLAGE LIMITS OF THE VILLAGE OF BISCAYNE PARK; AND SETTING AN EFFECTIVE DATE

Attorney Hearn read the title of the Ordinance.

Motion was made by Commissioner Morris, seconded by Vice-Mayor Anderson, to approve the Ordinance on first reading and set second reading for September 18, 2007. The motion carried by roll-call vote, as follows:

AYES: Commissioners Bernard and Morris; Vice-Mayor Anderson, Mayor Hornbuckle.

NAYS: Commissioner Mallette.

B. ORDINANCE No. 2007-13

AN ORDINANCE OF THE VILLAGE OF BISCAYNE PARK, FLORIDA ADOPTING THE **GENERAL FUND BUDGET FOR FY 2007-2008 IN THE AMOUNT OF \$2,694,785** AUTHORIZING EXPENDITURES AS SET FORTH THEREIN; AND SETTING AN EFFECTIVE DATE

Attorney Hearn read the title of the Ordinance.

Motion was made by Commissioner Morris, seconded by Vice-Mayor Anderson, to approve the Ordinance on first reading and set second reading for September 18, 2007. The motion carried by roll-call vote, as follows:

AYES: Commissioners Bernard and Morris; Vice-Mayor Anderson, Mayor Hornbuckle.

NAYS: Commissioner Mallette.

C. ORDINANCE No. 2007-14

AN ORDINANCE OF THE VILLAGE OF BISCAYNE PARK, FLORIDA ADOPTING THE **ROAD FUND BUDGET FOR FY 2007-2008 IN THE AMOUNT OF \$188,529;** AUTHORIZING EXPENDITURES AS SET FORTH THEREIN; AND SETTING AN EFFECTIVE DATE

Attorney Hearn read the title of the Ordinance.

Motion was made by Vice-Mayor Anderson, seconded by Commissioner Morris, to approve the Ordinance on first reading and set second reading for September 18, 2007. The motion carried by roll-call vote, as follows:

AYES: Commissioners Bernard, Mallette, and Morris; Vice-Mayor Anderson, Mayor Hornbuckle.

NAYS: None.

D. ORDINANCE No. 2007-15

AN ORDINANCE OF THE VILLAGE OF BISCAYNE PARK, FLORIDA **ADOPTING THE SANITATION FUND BUDGET FOR FY 2007-2008 IN THE AMOUNT OF \$705,856;** AUTHORIZING EXPENDITURES AS SET FORTH THEREIN; AND SETTING AN EFFECTIVE DATE

Attorney Hearn read the title of the Ordinance.

Motion was made by Commissioner Morris, seconded by Vice-Mayor Anderson, to approve the Ordinance on first reading and set second reading for September 18, 2007. The motion carried by roll-call vote, as follows:

AYES: Commissioners Bernard, Mallette, and Morris; Vice-Mayor Anderson, Mayor Hornbuckle.

NAYS: None.

E. ORDINANCE No. 2007-16
AN ORDINANCE OF THE VILLAGE OF BISCAYNE PARK, FLORIDA **ADOPTING THE
CITIZENS' INDEPENDENT TRANSPORTATION TRUST (CITT) SURTAX FUND BUDGET
FOR FY 2007-2008** IN THE AMOUNT OF \$119,657 AUTHORIZING EXPENDITURES AS
SET FORTH THEREIN; AND SETTING AN EFFECTIVE DATE

Attorney Hearn read the title of the Ordinance.

Motion was made by Commissioner Morris, seconded by Vice-Mayor Anderson, to approve the Ordinance on first reading and set second reading for September 18, 2007. The motion carried by roll-call vote, as follows:

AYES: Commissioners Bernard, Mallette, and Morris; Vice-Mayor Anderson,
Mayor Hornbuckle.

NAYS: None.

There being no further business to come before the Commission, the meeting was adjourned at 7:30 pm.

Commission approved: ____November 6, 2007____

John R. Hornbuckle, Mayor

Ann Harper, Village Clerk



Village of Biscayne Park

640 Northeast 114th Street
Biscayne Park, Florida 33161

Phone: (305) 899-8000

Fax: (305) 891-7241

August 16, 2007

Honorable John R. Hornbuckle, Mayor
And Commissioners
Village of Biscayne Park
Biscayne Park, Florida

Dear Mayor Hornbuckle and Commissioners:

Presented herewith is the Proposed Budget for the Fiscal Year 2008 under the provisions of the Charter of the Village of Biscayne Park and in accordance with Florida Statutes. By law the Village Manager is required to prepare and present a balanced budget with expenditures equaling revenues.

The Commission has approved a tentative millage rate of 8.34 mils which represents the Roll Back Rate from the current 9.20 mils. This means that the lower millage rate will generate the same amount of ad valorem funds that the Village received in this year's budget. Under recent legislation passed by the Legislature cities and counties are required to roll back their millage to provide homeowners with some relief from high property taxes. If we had to roll back the millage another 9% to 7.65 mils that the Legislature wanted, we would lose another \$158,000 in revenues which would require drastic cuts in services and personnel in order to balance the budget.

Even though this Proposed Budget anticipates approximately the same revenue as the current budget, operating expenses and commodities have increased significantly with a 4.35% COLA. And, a number of other items have increased disproportionately, like health insurance, 18%, and petroleum products almost doubling. So, with higher operating expenses and the same revenue, it was necessary to reallocate resources to reach a balanced budget.

Village of Biscayne Park Proposed Budget for Fiscal Year 2008

August 16, 2008

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UNANTICIPATED EXPENDITURES

We have had some unanticipated expenditures this year that put a strain on our current budget and reduced our ability to replenish our Reserve Fund. This includes the Robert Brumm, et al., lawsuit against the Village, challenging the Charter election of June 2006, which cost the Village over \$60,000 in outside counsel legal fees plus the Village Attorney's time and charges, to defend itself and prevail in court.

Another unanticipated expense was having three police officers injured and on worker's compensation, out of a workforce of eleven sworn officers. With these three not available for duty the remaining officers had to work extra shifts on an overtime basis at time and one-half pay. Even the remaining officers were sometime unavailable because of vacations, sick leave, court time, or training, necessitating even more hours being worked on an overtime basis. The Reserve Officers helped somewhat, but they can only work a limited number of hours since most of them have regular jobs. Last, but not least, the sharp increase in gasoline and diesel fuel prices that impacted the budgets of the police and public works departments.

SANITATION PROPRIETARY FUND

For the first time we are breaking out the Sanitation Division budget of the Public Works Department from the General Fund and setting it up as a SANITATION PROPRIETARY (formerly Enterprise) FUND, which means it is a self-supporting and self sustaining operation. The reason for this is that this operation is fully funded by the User Fee everyone has to pay for garbage and trash service and which is included on everyone's tax bill. That figure will be \$532 for Fiscal Year 2008.

The Village of Biscayne Park Proposed Budget for FY 2008

August 16, 2007

Page Three

The ROAD FUND is already an independent fund since it is fully funded from a number of restricted county and state revenue sharing sources, like the local option gas tax and CITT money. Two public works employees are charged to this fund as well as a pro-rata share of the Director's and Assistant Director's salary. The remaining public works employees in the General Fund are responsible for a multitude of tasks and most are cross-trained to do so, in the areas of parks and parkways and median maintenance, building maintenance, irrigation systems and pump maintenance and repairs, the janitor, CDL license holders to drive the Village bus for youth and senior field trips, and, finally, to fill in when an employee in another section is on vacation or sick. And this happens quite often since the combined available cumulative annual and sick leave for the whole department is 91 weeks, which they are entitled to take.

STORMWATER UTILITY FUND

This next year will be a "good news/bad news" year for stormwater improvements. The bad news is that we have numerous areas in the Village that flood, and Governor Crist vetoed our request for \$400,000 for next year's stormwater improvements. That means that we will not have any funds to do these necessary improvements until a year from now, IF the Legislature and the Governor agree to give us grant money. The "good" news is that we do not have to come up with the 50% match that was required for previous stormwater grants. This could run \$50,000 to \$100,000 a year, putting a strain on our budget. By not having to make this commitment we are able to reallocate these funds to support other programs.

Notwithstanding this delay in the stormwater program, I am recommending the creation of a STORMWATER UTILITY FUND to be funded by a Stormwater Fee which is paid by every property owner. This fee usually runs around \$2.80 to \$3.20 a month and is used to pay the required matching fund portion that I mentioned above. Every one's property benefits even if it isn't in front of your house because it could be. The Village, as a whole, benefits. And routine flooding in our neighborhoods is eliminated. That is our goal.

The Village of Biscayne Park Proposed Budget for FY 2008

August 16, 2007

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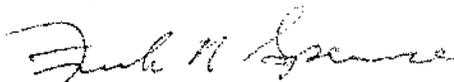
This has been a challenging few months after the Legislature passed House Bill 1 to demand radical cuts in the property taxes of Floridians. Larger unknown cuts await the results of the January 29th, 2008 vote on a number of referendum questions and proposals to be voted on. We'll have to deal with them whatever the result. In the meantime, I have had to prepare a balanced budget on what I know now. I have made every effort to maintain the level of service and quality of life that residents of Biscayne Park have come to expect without having to make any major cuts or to lay off any dedicated employees who earn far less than their counterparts in surrounding cities.

This has been a challenging first year for me as your Manager and for the Village as we approach the one year anniversary under the new Charter on September 4th, 2007. I want to thank and commend each and every commissioner who has adjusted to the transition from being a de facto department head to being a policy maker over this past year. You have performed and reacted admirably to your new roles, and, as a professional city manager, I appreciate the effort that you have made to make this new charter and this new form of government work, and to make my job as transitional manager that much easier. I congratulate you and I thank you.

These same thoughts also go posthumously to the late Ted Walker, a Commissioner and former Mayor. He was in a position of leadership for many years, yet when it came time to step back and allow the new Charter and the new Manager to do their jobs, he was one of our strongest supporters. I shall always remember Ted Walker and be thankful that I had an opportunity to know and work with a fine man even for a short time.

Lastly, I want to thank Acting Finance Director Holly Hugdahl for her outstanding work in putting this document and all of the figures together. She is a great asset to the Village and we are fortunate to have her.

Respectfully submitted,



FRANK R. SPENCE

Village Manager



Village of Biscayne Park

MINUTES

2nd Public Hearing on the Budget Ed Burke Recreation Center – 11400 NE 9th Court Tuesday, September 18, 2007, 7 pm

Mayor Hornbuckle called the meeting to order at 7:10 p.m. In addition to Mayor Hornbuckle, present were Commissioners Steve Bernard, Kelly Mallette, Dr. Chester Morris and Vice-Mayor Bob Anderson. Present from Staff were Frank Spence, Village Manager; John Hearn, Village Attorney; Holly Hugdahl, Finance Director; Tony Sanchez, Police Captain; Joe Fisher, Public Works; Elisa Tankersley, Recreation Director, and Ann Harper, Village Clerk.

Vice-Mayor Anderson led the Pledge of Allegiance, followed by a moment of silence in memory of Police Officers who recently gave their lives in the line of duty.

PRESENTATION OF THE FISCAL YEAR 2007-2008 PROPOSED BUDGET

Village Manager Frank Spence said this is the second Public Hearing on the proposed budget. The budget has been advertised in accordance with State Statutes and has been widely disseminated through the website as well being discussed in two workshops and the first Public Hearing. He said the millage rate of 8.34 is the roll-back rate which is allowed by the State. Mr. Spence read the title of the Ordinances, and Mayor Hornbuckle opened the floor for the Public Hearing.

Robert Brumm said he is disappointed that no attempt was made to follow the State's mandate to reduce the budget by nine percent.

There were no more speakers, and the Mayor closed the Public Hearing.

Mayor Hornbuckle told Mr. Brumm that everyone had received and reviewed his letter. He said the Commissioners could now present their comments.

Vice-Mayor Anderson reviewed the letter he received from Mr. Brumm. He commented on each of Mr. Brumm's recommendations for reducing the budget and stated there was no validity to any of his suggestions.

Commissioner Mallette said she would have liked to see an attempt to reduce the budget to comply with the State mandate. She said she feels we are at the beginning of tax reforms, and she will vote against the Ordinances for the millage rate and the General Fund.

Commissioner Morris commented on Mr. Brumm's letter and stated that the Supervisors in Public Works are "working" supervisors who cut the grass and do other labor. He said he will support all of the Ordinances.

Commissioner Bernard said residents should become involved with the School Board and Miami-Dade County government because two-thirds of the taxes paid go to these places. He asked the Commission to reconsider having a lobbyist and spoke about a State-approved additional homestead exemption for low income senior citizens. He said the proposed budget is realistic and should be approved by the Commission.

Mr. Spence said he had one more statement which he would like to be made part of the official record regarding some statements made at the first budget Public Hearing concerning the compensation for the Acting Finance Director. (Statement is attached to these minutes.)

PUBLIC HEARINGS - ORDINANCES FOR SECOND AND FINAL READING

A. ORDINANCE No. 2007-12

AN ORDINANCE OF THE VILLAGE OF BISCAYNE PARK, FLORIDA, ESTABLISHING THE **2007-2008 MILLAGE RATE OF 8.34 MILLS PER EACH \$1,000** OF ASSESSED VALUATION UPON REAL AND PERSONAL PROPERTY WITHIN THE VILLAGE LIMITS OF THE VILLAGE OF BISCAYNE PARK; AND SETTING AN EFFECTIVE DATE

Attorney Hearn read the title of the Ordinance.

Motion was made by Vice-Mayor Anderson, seconded by Commissioner Morris, to approve the Ordinance on second and final reading. The motion carried by roll-call vote, as follows:

AYES: Commissioners Bernard, and Morris; Vice-Mayor Anderson, and Mayor Hornbuckle.

NAYS: Commissioner Mallette.

B. ORDINANCE No. 2007-13

AN ORDINANCE OF THE VILLAGE OF BISCAYNE PARK, FLORIDA ADOPTING THE **GENERAL FUND BUDGET FOR FY 2007-2008 IN THE AMOUNT OF \$2,694,785** AUTHORIZING EXPENDITURES AS SET FORTH THEREIN; AND SETTING AN EFFECTIVE DATE

Attorney Hearn read the title of the Ordinance.

Motion was made by Commissioner Morris, seconded by Commissioner Bernard, to approve the Ordinance on second and final reading. The motion carried by roll-call vote, as follows:

AYES: Commissioners Bernard, and Morris; Vice-Mayor Anderson, and Mayor Hornbuckle.

NAYS: Commissioner Mallette.

C. ORDINANCE No. 2007-14

AN ORDINANCE OF THE VILLAGE OF BISCAYNE PARK, FLORIDA ADOPTING THE **ROAD FUND BUDGET FOR FY 2007-2008 IN THE AMOUNT OF \$188,529**; AUTHORIZING EXPENDITURES AS SET FORTH THEREIN; AND SETTING AN EFFECTIVE DATE

Attorney Hearn read the title of the Ordinance.

Motion was made by Commissioner Morris, seconded by Commissioner Bernard, to approve the Ordinance on second and final reading. The motion carried by roll-call vote, as follows:

AYES: Commissioners Bernard, Mallette, and Morris; Vice-Mayor Anderson, and Mayor Hornbuckle.

NAYS: None.

D. ORDINANCE No. 2007-15

AN ORDINANCE OF THE VILLAGE OF BISCAYNE PARK, FLORIDA **ADOPTING THE SANITATION FUND BUDGET FOR FY 2007-2008** IN THE AMOUNT OF **\$705,856**; AUTHORIZING EXPENDITURES AS SET FORTH THEREIN; AND SETTING AN EFFECTIVE DATE

Attorney Hearn read the title of the Ordinance.

Motion was made by Commissioner Morris, seconded by Commissioner Bernard, to approve the Ordinance on second and final reading. The motion carried by roll-call vote, as follows:

AYES: Commissioners Bernard, Mallette, and Morris; Vice-Mayor Anderson, and Mayor Hornbuckle.

NAYS: None.

E. ORDINANCE No. 2007-16

AN ORDINANCE OF THE VILLAGE OF BISCAYNE PARK, FLORIDA ADOPTING THE CITIZENS' INDEPENDENT TRANSPORTATION TRUST (CITT) SURTAX FUND BUDGET FOR FY 2007-2008 IN THE AMOUNT OF \$119,657 AUTHORIZING EXPENDITURES AS SET FORTH THEREIN; AND SETTING AN EFFECTIVE DATE

Attorney Hearn read the title of the Ordinance.

Motion was made by Vice-Mayor Anderson, seconded by Commissioner Bernard, to approve the Ordinance on second and final reading. The motion carried by roll-call vote, as follows:

AYES: Commissioners Bernard, Mallette, and Morris; Vice-Mayor Anderson, and Mayor Hornbuckle.

NAYS: None.

6. DISCUSSION OF CITY OF NORTH MIAMI WATER RATES (Commissioner Bernard)

Commissioner Bernard reviewed the actions of North Miami in raising the water rates to pay for new construction and said the Commission needs to reach a consensus to give direction to the Manager and Attorney. He commented that Village residents pay a surcharge of twenty-five percent for being outside of the City limits.

Commissioner Bernard said that seventy-five percent of the increase is for construction of a new plant, and twenty-five percent is to rehab the existing water plant. He does not feel that Biscayne Park residents should pay for the new plant. He asked that the Manager come up with reasons why Village residents should be exempt from paying for new development.

Attorney Hearn said it is necessary to locate the contract which the Village has with North Miami for water service in order to determine whether or not the Village agreed with the surcharge.

Commissioner Morris suggested sending a "polite" letter to North Miami expressing our concerns.

Mayor Hornbuckle summarized the Commission consensus that the contract should be located and our objections to the rate increase should be transmitted to North Miami with negotiations to follow. He also mentioned giving consideration to buying water from another source.

There being no further business to come before the Commission, the meeting was adjourned at 8:10 p.m.

Commission approved: __ November 6, 2007 _____

Attest:

John R. Hornbuckle, Mayor

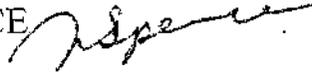
Ann Harper, Village Clerk

VILLAGE OF BISCAYNE PARK

MEMORANDUM

TO: MAYOR HORNBUCKLE AND COMMISSIONERS

FROM: FRANK R. SPENCE
Village Manager



DATE: September 18, 2007

SUBJECT: Clarification of Financial Consultant's Compensation

I want to correct some misinformation and misstatements that were made at the last Commission meeting about Financial Consultant Holly Hugdahl's compensation. The statement was made that she was getting paid \$70,000 for 10 hours of work a week. This is not true. This error was further compounded by multiplying these figures by 4 to show that a 40 hour week at this rate would equal \$280,000. True. Hypothetically.

Now the facts in reality. Restating the facts and figures from my memo to the Commission date August 30, 2007, Ms. Hugdahl is being paid at the rate of \$75/hr on an as need basis. As previously reported, Ms. Hugdahl earned \$60,891 in 2006. With NO benefits. IF she had worked every day of the year, which equals 2080 work hours a year, times \$75/hr., you would get a total of \$156,000, not \$280,000.

Now, some additional shocking facts that some people did not know about and which I just pieced together. The Village did have a full time Finance Director by the name of Tom Calderon, who was paid \$57,000 a year. And, he had a Finance Clerk by the name of Yannick Ngendahayo, who was paid \$30,000 a year. That's \$87,000 plus 30% in fringe benefits equaling \$26,100, for a total for these two people of \$113,000. Plus, they were also paying Ms. Hugdahl \$10,000-\$15,000 per year as a consultant during this same time. That's now \$123,000-\$128,000 per year for the Finance Department. Plus, Lea Galo, our current Finance Clerk, was also employed

Village Manager's Memo
September 18, 2007
Page 2

at that same time, at around \$22,000 a year, plus benefits. So, the total cost of running the Finance Department at that time was around \$148,000-\$155,000 per year. Tom Calderon and Yannick left for higher paying jobs, Tom with the City of North Miami's HUD Department, earning in the upper '80's, plus benefits, equaling well over \$110,000 a year.

So, with the departure of a Finance Director and a Finance Clerk, we have already effectively eliminated two full time positions and outsourced the finance function by utilizing Financial Consultant Holly Hugdahl a little more. Her \$60,891 per year, without benefits, sounds like quite a bargain at half the price of what the Village used to pay.

**VILLAGE OF BISCAYNE PARK
CASH BALANCES
AS OF 9/30/2007**

FUND NAME	ACCOUNT #	BALANCE
GENERAL FUND	801.0000.101.01.00	\$ 83,387.51
PAYROLL	801.0000.101.02.00	\$ 3,569.51
ROAD FUND	101.0000.101.04.00	\$ 42,918.46
FORFEITURE FUND	105.0000.101.05.02	\$ 41,787.73
FORFEITURE FEDERAL	105.0000.101.05.01	\$ 24,222.63
DOG PARK RESERVE	001-0000-106-00-00	\$ 517.05
BANKED SICK LEAVE	001.0000.105.00.00	\$ 15,893.01
ACQUISITION ACCOUNT	001-0000-151-02-00	\$ -
STATE POOL INVEST.	001.0000.151.01.00	\$ 561,019.58
TRANSIT SURTAX	301.0000.101.04.00	\$ 107,858.12
STORMWATER PROJECT	401.0000.101.07.00	\$ 27,048.84
PETTY CASH	001.0000.102.00.00	\$ 300.00
CRIME WATCH	105.0000.101.03.00	\$ 4,375.55
CAPITAL PROJECT	601.0000.101.04.00	\$ 36,672.11
TOTAL		\$ 949,570.10

VILLAGE OF BISCAYNE PARK
 BUDGET VS ACTUAL
 AS OF 9/30/2007 PERIOD 12



	FISCAL 2006-2007 YEAR TO DATE SEPTEMBER 2007	ADOPTED BUDGET FY 2007	VARIANCE	% ACTUAL/ BUDGET
GENERAL FUND				
REVENUES:				
BY CATEGORIES:				
AD VALOREM TAXES	1,664,497.05	1,690,145.00	25,647.95	98.48%
FRANCHISE FEES	100,412.96	108,000.00	7,587.04	92.97%
UTILITY SERVICE TAXES	103,136.56	101,000.00	-2,136.56	102.12%
COMMUNICATION SERVICE TAXES	103,837.65	117,702.00	13,864.35	88.22%
LICENSES & PERMITS	174,976.17	111,000.00	-63,976.17	157.64%
INTERGOVERNMENTAL REVENUE	302,628.96	294,687.00	-7,941.96	102.70%
SERVICE REVENUES	775,191.42	810,303.00	35,111.58	95.67%
FINES & FORFEITURES	134,210.94	54,080.00	-80,130.94	248.17%
MISCELLANEOUS REVENUES	304,756.34	172,400.00	-132,356.34	176.77%
TOTAL REVENUES	3,663,648.05	3,459,317.00	-204,331.05	105.91%
EXPENSES:				
BY DEPARTMENT:				
VILLAGE COMMISSION	25,990.66	30,377.00	4,386.34	85.56%
EXECUTIVE/ADMINISTRATION	191,991.46	204,523.00	12,531.54	93.87%
FINANCE	139,070.36	143,458.00	4,387.64	96.94%
GENERAL GOVERNMENT	296,213.93	338,464.00	42,250.07	87.52%
POLICE	1,318,825.39	956,095.00	-362,730.39	137.94%
BUILDING DEPARTMENT	145,606.95	115,534.00	-30,072.95	126.03%
CODE ENFORCEMENT	64,215.74	67,949.00	3,733.26	94.51%
PUBLIC WORKS	1,220,417.09	1,264,285.00	43,867.91	96.53%
RECREATION	250,381.41	338,632.00	88,250.59	73.94%
TOTAL GENERAL FUND EXPENSES	3,652,712.99	3,459,317.00	-193,395.99	105.59%
TOTAL REVENUES	3,663,648.05	3,459,317.00	-204,331.05	105.91%
NET REVENUES (EXPENDITURES)	10,935.06	0.00	-10,935.06	
ROAD FUND				
REVENUE:				
TOTAL REVENUE:	131,245.52	138,904.00	7,658.48	94.49%
TOTAL DEPARTMENT EXPENSE	117,931.47	138,904.00	20,972.53	84.90%
TOTAL EXPENSES	117,931.47	138,904.00	20,972.53	84.90%
TOTAL REVENUE	131,245.52	138,904.00	7,658.48	94.49%
NET REVENUES (EXPENDITURES)	13,314.05		-13,314.05	

VILLAGE OF BISCAYNE PARK
BUDGET VS ACTUAL AS OF 9/30/2007 (PERIOD 12)

FUND					
GENERAL FUND					
REVENUES					
		FY 06-07	FY06-07		%
OBJECT:		YEAR TO DATE	ADOPTED	VARIANCE	ACTUAL/
		09/30/07	BUDGET		BUDGET
311100	Real & Personal Property	1,664,497.05	1,690,145.00	25,647.95	98.48%
	Total Ad Valorem Taxes:	1,664,497.05	1,690,145.00	25,647.95	98.48%
313100	Electric	100,412.96	108,000.00	7,587.04	92.97%
	Total Franchise Fees:	100,412.96	108,000.00	7,587.04	92.97%
3141000	Electric	96,077.86	96,000.00	-77.86	100.08%
3144000	Gas/Propane	7,058.70	5,000.00	-2,058.70	141.17%
	Total Utility Service Taxes:	103,136.56	101,000.00	-2,136.56	102.12%
3151001	Communications Service Tax	103,837.65	117,702.00	13,864.35	88.22%
	Total Communications Service Tax:	103,837.65	117,702.00	13,864.35	88.22%
3221000	Building Permits	105,066.86	70,000.00	-35,066.86	150.10%
3222000	Electrical Permits	12,777.75	8,000.00	-4,777.75	159.72%
3223000	Plumbing Permits	13,195.28	8,000.00	-5,195.28	164.94%
3224000	Air Conditioning/Mechanical Permits	8,993.00	6,000.00	-993.00	116.55%
3226000	Paint Permits	2,500.00	3,000.00	500.00	83.33%
3227000	Garage Sale	870.00	900.00	30.00	96.67%
3228000	Plan Review	924.00	1,000.00	76.00	92.40%
3329900	Permit Administrative Fee	16,916.03	9,000.00	-7,916.03	187.96%
3229001	Variance Application Fee	550.00	1,000.00	450.00	55.00%
3229010	Variance Advertisement	753.25	2,500.00	1,746.75	30.13%
3231000	Re-Occupancy	2,650.00	1,500.00	-1,150.00	176.67%
3231100	Contractor Registration	1,575.00	100.00	-1,475.00	1575.00%
3231200	Landlord Permit Fees	9,905.00	-	-9,905.00	
3211000	Occupational License/Home	300.00	-	-300.00	
	Total (Village) Licenses & Permits:	174,976.17	111,000.00	(63,976.17)	157.64%

VILLAGE OF BISCAYNE PARK
BUDGET VS ACTUAL AS OF 9/30/2007 (PERIOD 12)

OBJECT:		FY 06-07	FY06-07	VARIANCE	%
		YEAR TO DATE 09/30/07	ADOPTED BUDGET		ACTUAL/ BUDGET
3343000	FEMA Reimbursement	17,533.32	-	-17,533.32	
3312000	Federal Grants/ Cops Grant	2,122.00	-	-2,122.00	
3342200	Grants - Other	-	-	-	
3351200	State Revenue Sharing	74,968.73	76,470.00	1,501.27	98.04%
3351800	Local Govt. 1/2 Cent Sales Tax	204,356.89	218,217.00	13,860.11	93.65%
3383000	Occupational Licenses - County	2,563.26	-	-2,563.26	
	Fuel Tax Rebate	1,084.76	-	-	
	Total Intergovernmental Revenue:	302,628.96	294,687.00	-6,857.20	102.70%
341200	Certification, Copies & Lien Search	6,023.35	5,000.00	-1,023.35	120.47%
3434001	Garbage/Waste Fees	642,129.80	650,803.00	8,673.20	98.67%
3434002	Garbage/Waste-Interest & Penalties	-	-	-	
3434003	Special Pick-up / Lot Clearing	87.00	11,500.00	11,413.00	0.76%
3434009	Garbage/Waste Revenue Write Off	-17,744.80	-	17,744.80	
3472001	Recreation Program Fees	126,337.25	120,000.00	-6,337.25	105.28%
3472002	Recreation - Concession Sales	11,415.50	18,000.00	6,584.50	63.42%
3472003	Other Parks & Rec. Fees (Special)	6,943.32	5,000.00	-1,943.32	138.87%
	Total Service Revenue:	775,191.42	810,303.00	35,111.58	95.67%
3510100	Judgments/ Citations - Court Imposed	35,928.29	38,000.00	2,071.71	94.55%
3540001	Violations - Local Ordinance	97,558.50	15,000.00	-82,558.50	650.39%
3590000	LETTF	724.15	1,080.00	355.85	67.05%
	Total Fines & Forfeitures:	134,210.94	54,080.00	-80,130.94	248.17%
3610000	Interest	59,276.40	39,000.00	-20,276.40	151.99%
3690100	Miscellaneous Other	4,552.41	5,000.00	447.59	91.05%
	Insurance Proceeds	52,325.53	-	-52,325.53	
3690200	Misc Newsletter Ads	1,060.00	-	-1,060.00	
3690300	North Miami Beach Police Reimbursable	-	-	0.00	
3690400	Dog Park Donations	530.00	-	-530.00	
3800000	Fund Balance / Carryover	-	-	-	
3800100	Proceeds from Capital Lease	187,012.00	128,400.00	-58,612.00	145.65%
	Total Miscellaneous Revenue	304,756.34	172,400.00	-132,356.34	176.77%
	TOTAL REVENUE/BUDGET:	3,663,648.05	3,459,317.00	-204,331.05	105.91%

VILLAGE OF BISCAYNE PARK
BUDGET VS ACTUAL AS OF 9/30/2007 (PERIOD 12)

		FY 06-07	FY06-07		%
OBJECT:		YEAR TO DATE	ADOPTED		ACTUAL/
DEPARTMENT:	EXECUTIVE/VILLAGE COMMISSION	09/30/07	BUDGET	VARIANCE	BUDGET
511.11.01	Salaries / Reimbursements	18,250.00	18,000.00	-250.00	101.39%
511.21.01	FICA Taxes	1,131.50	1,116.00	-15.50	101.39%
511.21.02	Medicare	264.63	261.00	-3.63	101.39%
TOTAL PERSONAL SERVICES:		19,646.13	19,377.00	-269.13	101.39%
511.40.01	Travel Conferences & Meetings	2,432.79	5,000.00	2,567.21	48.66%
511.47.01	Printing & Binding	785.50		-785.50	
	Office Supplies	495.40		-495.40	
511.54.01	Dues, Subscriptions & Memberships	1,264.64	3,000.00	1,735.36	42.15%
511.55.01	Special Events	1,386.20	3,000.00	1,633.80	45.54%
TOTAL MATERIALS, SUPPLIES, SERVICES:		6,344.53	11,000.00	4,655.47	57.68%
TOTAL OPERATING EXPENSES/BUDGET:		25,990.66	30,377.00	4,386.34	85.56%
DEPARTMENT:	EXECUTIVE/ADMINISTRATION				
512.12.01	Regular Salaries	131,405.00	126,879.00	-4,526.00	103.57%
512.13.01	Other Salaries & Wages		-	-	
512.14.01	Overtime		-	-	
512.19.01	Compensated Absences		-	-	
512.21.01	FICA Taxes	8,147.13	7,867.00	-280.13	103.56%
512.21.02	Medicare	1,905.36	1,840.00	-65.36	103.55%
512.22.01	Retirement	10,705.92	10,818.00	112.08	98.96%
512.23.01	Life, Health & Dental Insurance	5,611.26	4,332.00	-1,279.26	129.53%
512.24.01	Workers Compensation	636.00	787.00	151.00	80.81%
512.25.01	Unemployment Compensation	1,711.10	-	-1,711.10	
512.34.01	Contractual Services	712.50	5,000.00	4,287.50	14.25%
TOTAL PERSONAL SERVICES:		160,834.27	157,523.00	(3,311.27)	102.10%
512.40.01	Travel, Conferences & Meetings	4,795.02	4,000.00	-795.02	119.88%
512.46.02	R&M - Equipment	614.00	-	-614.00	
512.47.01	Printing & Binding	168.00	1,000.00	832.00	16.80%
512.49.02	Legal Advertising	12,206.46	25,000.00	12,793.55	48.83%
512.49.04	Ordinance Codification	8,145.00	10,000.00	1,855.00	81.45%
512.49.06	Election	881.47	1,000.00	118.53	88.15%
512.51.01	Office Supplies	1,170.97	1,000.00	-170.97	117.10%
512.52.12	Special Departmental Supplies	1,383.45	1,500.00	116.55	92.23%
512.54.01	Dues, Subscriptions & Memberships	1,792.83	1,500.00	-292.83	119.52%
512.54.02	Education & Training		2,000.00	2,000.00	0.00%
TOTAL MATERIALS, SUPPLIES, SERVICES:		31,157.19	47,000.00	15,842.81	66.29%
TOTAL DEPARTMENT EXPENSES/BUDGET:		191,991.46	204,523.00	12,531.54	93.87%

VILLAGE OF BISCAYNE PARK
BUDGET VS ACTUAL AS OF 9/30/2007 (PERIOD 12)

		FY 06-07	FY06-07		%
OBJECT:		YEAR TO DATE	ADOPTED	VARIANCE	ACTUAL/
		09/30/07	BUDGET		BUDGET
DEPARTMENT:	FINANCE				
513.12.01	Regular Salaries	15,627.12	12,150.00	-3,477.12	128.62%
513.21.01	FICA Taxes	968.86	753.00	-215.86	128.67%
513.21.02	Medicare	226.51	180.00	-46.51	125.84%
513.22.01	Retirement	1,539.20	1,200.00	-339.20	128.27%
513.23.01	Life, Health & Dental Insurance	2,931.59	2,350.00	-581.59	124.75%
513.24.01	Workers Compensation	60.60	75.00	14.40	80.80%
513.25.01	Unemployment Compensation		-		
	TOTAL PERSONAL SERVICES:	21,353.88	16,708.00	-4,645.88	127.81%
513.32.01	Accounting & Audit Services	29,000.00	29,000.00	-	100.00%
513.34.01	Consulting Services	71,477.70	80,000.00	8,522.30	89.35%
513.34.02	Contract Services-HTE	16,848.00	17,500.00	652.00	96.27%
513.40.01	Travel, Conferences & Meetings	100.00	-	-100.00	
513.46.02	R&M - Equipment		-		
513.51.01	Office Supplies	290.78	250.00	-40.78	116.31%
513.54.01	Dues, Subscriptions & Memberships		-	0.00	
513.54.02	Education & Training		-		
	TOTAL MATERIALS, SUPPLIES, SERVICES:	117,716.48	126,750.00	9,033.52	92.87%
	TOTAL OPERATING EXPENSES/BUDGET:	139,070.36	143,458.00	4,387.64	96.94%

VILLAGE OF BISCAYNE PARK
BUDGET VS ACTUAL AS OF 9/30/2007 (PERIOD 12)

		FY 06-07	FY06-07		%
OBJECT:		YEAR TO DATE	ADOPTED	VARIANCE	ACTUAL/
		09/30/07	BUDGET		BUDGET
DEPARTMENT:	GENERAL GOVERNMENT				
519.12.01	Regular Salaries	19,805.53	12,150.00	-7,655.53	163.01%
519.14.01	Overtime	226.80	-	-226.80	
519.21.01	FICA Taxes	1,260.79	754.00	-506.79	167.21%
519.21.02	Medicare	294.91	180.00	-114.91	163.84%
519.22.01	Retirement	1,072.20	1,200.00	127.80	89.35%
519.23.01	Life, Health & Dental Insurance	2,692.07	2,350.00	-342.07	114.56%
519.24.01	Workers' Compensation	60.60	75.00	14.40	80.80%
519.25.01	Unemployment Compensation	-	-	-	
	TOTAL PERSONAL SERVICES:	25,412.90	16,709.00	-8,703.90	152.09%
519.31.01	Attorney Legal Fees	57,384.67	60,000.00	2,615.33	95.64%
519.31.02	Legal - Other	48,293.13	30,000.00	-18,293.13	160.98%
519.31.03	Other Professional Services	9,469.50	21,000.00	11,530.50	45.09%
519.31.04	Contract Services	1,515.04	500.00	-1,015.04	303.01%
519.41.01	Telephone	14,367.70	12,000.00	-2,367.70	119.73%
519.42.01	Postage, Freight & Express Charges	2,051.87	6,500.00	4,448.33	31.56%
519.43.01	Electric Utility Service	28,564.60	30,000.00	1,435.40	95.22%
519.43.02	Water Utility Services	1,311.37	1,000.00	-311.37	131.14%
519.44.02	Equipment Rental & Lease	14,706.26	7,500.00	-7,206.26	196.08%
519.45.01	Insurance	32,516.02	31,900.00	-616.02	101.93%
519.46.02	Repair & Maintenance - Equipment	5,454.40	1,500.00	-3,954.40	363.63%
519.47.01	Printing & Binding	1,484.70	500.00	-984.70	296.94%
519.48.01	Communications - Newsletter/ Website	7,542.00	12,000.00	4,458.00	62.85%
519.48.02	Legislative Representative	26,624.37	30,000.00	4,375.63	85.41%
519.49.01	Miscellaneous - Ed Burke/Bank Fees	8,182.86	500.00	-7,682.86	1636.57%
519.49.02	Dog Park Expenses	830.45	-	-830.45	
519.51.01	Office Supplies - General	4,089.45	3,500.00	-589.45	116.84%
519.52.01	Operating Supplies	1,685.49	2,000.00	314.51	84.27%
519.54.01	Dues, Subscriptions & Memberships	990.00	350.00	-640.00	282.86%
519.59.01	Contingency	-	66,005.00	66,005.00	0.00%
	TOTAL MATERIALS, SUPPLIES, SERVICES:	266,063.68	316,755.00	50,691.32	84.00%
	TOTAL OPERATING EXPENSES/BUDGET:	291,476.58	333,464.00	41,987.42	87.41%
519.61.01	Land	-	-	-	
519.62.01	Buildings	-	-	-	
519.63.01	Improvements	-	-	-	
519.64.02	Machinery & Equipment	2,237.35	2,500.00	262.65	89.49%
519.69.09	Capital Improvement - Transfer to:	-	-	-	
	TOTAL CAPITAL OUTLAY	2,237.35	2,500.00	262.65	89.49%
519.82.01	Aids to Private Organizations	2,500.00	2,500.00	0.00	100.00%
GRANTS & AIDS:		2,500.00	2,500.00	0.00	100.00%
	TOTAL DEPARTMENT EXPENSES/BUDGET:	296,213.93	338,464.00	42,250.07	87.52%

**VILLAGE OF BISCAYNE PARK
BUDGET VS ACTUAL AS OF 9/30/2007 (PERIOD 12)**

		FY 06-07	FY06-07		%
OBJECT:		YEAR TO DATE	ADOPTED		ACTUAL/
		09/30/07	BUDGET	VARIANCE	BUDGET
DEPARTMENT:	POLICE				
521.12.01	Regular Salaries	484,367.04	524,382.00	40,014.96	92.37%
521.13.01	Other Salaries & Wages		-	0.00	
521.14.01	Overtime	96,848.52	19,000.00	-77,848.52	509.73%
521.15.01	Special Pay - Officer Incentive	5,805.00	6,000.00	195.00	96.75%
521.16.01	Court Time	4,555.81	5,000.00	444.19	91.12%
521.17.01	Holiday Pay		-	-	
521.19.01	Banked Sick Leave		-	-	
521.21.01	FICA Taxes	36,884.59	34,742.00	-2,142.59	106.17%
521.21.02	Medicare	9,123.74	8,125.00	-998.74	112.29%
521.22.01	Retirement	122,952.28	117,233.00	-5,719.28	104.88%
521.23.01	Life, Health & Dental Insurance	62,529.62	56,833.00	-5,696.62	110.02%
521.24.01	Workers' Compensation	318,582.68	35,920.00	-282,662.68	886.92%
521.25.01	Unemployment Compensation		5,000.00	5,000.00	0.00%
TOTAL PERSONAL SERVICES:		1,141,649.28	812,235.00	-329,414.28	140.56%
521.31.04	Contract Services	2,808.39	750.00	-2,058.39	374.45%
521.40.01	Travel, Conferences & Meetings	1,468.00	3,300.00	1,832.00	44.48%
521.41.01	Telephone & Cellular Air Time	5,108.29	3,000.00	-2,108.29	170.28%
521.44.01	Rental & Lease - Beepers	1,027.03	2,660.00	1,632.97	38.61%
521.45.01	Insurance - Auto	15,879.00	22,000.00	6,121.00	72.18%
521.45.02	Insurance - Prof.Liability	19,941.00	20,500.00	559.00	97.27%
521.46.01	R&M - Vehicles	22,098.76	15,000.00	-7,098.76	147.33%
521.46.02	R&M - Equipment	5,892.66	3,000.00	-2,892.66	196.42%
521.46.03	R&M - Radio	4,069.25		-4,069.25	
521.47.01	Printing & Binding	806.65	1,500.00	693.35	53.78%
521.51.01	Office Supplies	4,798.90	3,000.00	-1,798.90	159.98%
521.52.12	Special Department Supplies	5,914.55	3,200.00	-2,714.55	184.83%
521.52.02	Gas & Oil	33,497.28	25,000.00	-8,497.28	133.99%
521.52.03	Tires & Tire Repair	3,609.73	2,600.00	-1,109.73	144.39%
521.52.04	Uniforms	4,606.09	5,000.00	393.91	92.12%
521.52.05	Vests - Body Armor		600.00	600.00	0.00%
521.52.06	Dry Cleaning - Uniforms	2,183.12	2,200.00	16.88	99.23%
521.52.07	Ammunition	1,777.69	2,050.00	272.31	86.72%
521.52.08	Photography	291.81	200.00	-91.81	145.91%
521.54.01	Dues, Subscriptions & Memberships	3,467.56	1,500.00	-1,967.56	231.17%
512.54.02	Education & Training	2,690.00	3,300.00	610.00	81.52%
TOTAL MATERIALS, SUPPLIES, SERVICES:		141,935.78	120,260.00	-21,675.76	118.02%
TOTAL OPERATING EXPENSES/BUDGET:		1,283,585.04	932,495.00	-351,090.04	137.65%
521.64.01	Vehicles	35,240.35	16,600.00	-18,640.35	212.29%
521.64.02	Machinery & Equipment - 800 MHz		7,000.00	7,000.00	0.00%
TOTAL CAPITAL OUTLAY		35,240.35	23,600.00	-11,640.35	149.32%
TOTAL DEPARTMENT EXPENSES/BUDGET:		1,318,825.39	956,095.00	-362,730.39	137.94%

VILLAGE OF BISCAYNE PARK
BUDGET VS ACTUAL AS OF 9/30/2007 (PERIOD 12)

		FY 06-07	FY06-07		%
OBJECT:		YEAR TO DATE	ADOPTED	VARIANCE	ACTUAL/
		09/30/07	BUDGET		BUDGET
DEPARTMENT:	BUILDING				
524.12.01	Regular Salaries	48,586.20	26,435.00	-22,151.20	183.79%
524.14.01	Overtime	476.52	600.00	123.48	79.42%
524.21.01	FICA Taxes	1,979.37	1,876.00	-303.37	118.10%
524.21.02	Medicare	400.18	392.00	-8.18	102.09%
524.22.01	Retirement	2,718.16	2,663.00	-55.16	102.07%
524.23.01	Live, Health & Dental Insurance	4,967.89	4,700.00	-267.89	105.70%
524.24.01	Workers Compensation	135.77	168.00	32.23	80.82%
524.25.01	Unemployment Taxes	-	-	-	
	TOTAL PERSONAL SERVICES:	59,263.89	36,634.00	-22,629.89	161.77%
524.31.08	Structural Engineer	1,200.00	1,000.00	-200.00	120.00%
524.21.06	Inspectors Retainers	-	-	-	
524.31.07	Inspectors Fees	72,453.10	64,400.00	-8,053.10	112.50%
524.46.02	R&M Equipment	1,198.00	1,200.00	2.00	99.83%
524.47.01	Printing & Binding	374.40	1,200.00	825.60	31.20%
524.49.03	Special Departmental Supplies	334.91	850.00	515.09	39.40%
524.51.01	Office Supplies	2,046.76	1,000.00	-1,046.76	204.68%
524.54.01	Subscriptions, Memberships, Books	100.00	250.00	150.00	40.00%
524.54.02	Education & Training		1,000.00	1,000.00	0.00%
524.54.02	Machinery & Equipment	8,635.89	8,000.00	-635.89	107.95%
	TOTAL MATERIALS, SUPPLIES, SERVICES:	86,343.06	78,900.00	-7,443.06	109.43%
	TOTAL OPERATING EXPENSES/BUDGET:	145,606.95	115,534.00	-30,072.95	126.03%

VILLAGE OF BISCAYNE PARK
BUDGET VS ACTUAL AS OF 9/30/2007 (PERIOD 12)

		FY 06-07	FY06-07		%
OBJECT:		YEAR TO DATE	ADOPTED	VARIANCE	ACTUAL/
		09/30/07	BUDGET		BUDGET
DEPARTMENT:	CODE ENFORCEMENT				
529.12.01	Regular Salaries	40,114.05	40,889.00	774.95	98.10%
529.21.01	FICA Taxes	2,487.27	2,535.00	47.73	98.12%
529.21.02	Medicare	581.40	593.00	11.60	98.04%
529.22.01	Retirement	3,951.48	4,028.00	76.52	98.10%
529.23.01	Life, Health & Dental Insurance	4,967.69	4,700.00	-267.69	105.70%
529.24.01	Workers' Compensation	205.26	254.00	48.74	80.81%
529.25.01	Unemployment Compensation	-	-	-	
TOTAL PERSONAL SERVICES:		52,307.15	52,999.00	691.85	98.69%
529.33.01	Court/Hearing Reporter		-	-	
529.40.01	Travel/ Conference/ Meetings		-	-	
529.41.01	Telephone & Cellular Air Time	886.01	1,000.00	333.99	66.60%
529.42.01	Postage	60.32	500.00	439.68	12.06%
529.46.02	R&M Equipment	1,230.00	1,200.00	-30.00	102.50%
529.47.01	Printing	88.48	1,000.00	911.52	8.85%
529.51.01	Office Supplies & Misc.	639.01	1,500.00	860.99	42.60%
529.52.04	Uniforms	162.88	250.00	87.12	65.15%
529.52.06	Dry Cleaning - Uniforms		-	-	
529.52.08	Photography		-	-	
529.54.01	Dues, Subscriptions & Memberships	213.00	500.00	287.00	42.60%
529.54.02	Education & Training	90.00	1,000.00	910.00	9.00%
TOTAL MATERIALS, SUPPLIES, SERVICES:		3,149.70	6,950.00	3,800.30	45.32%
529.64.02	Machinery & Equipment	8,758.89	8,000.00	-758.89	109.49%
TOTAL DEPARTMENT EXPENSES / BUDGET:		64,215.74	67,949.00	3,733.26	94.51%

VILLAGE OF BISCAYNE PARK
BUDGET VS ACTUAL AS OF 9/30/2007 (PERIOD 12)

		FY 06-07	FY06-07		%
OBJECT:		YEAR TO DATE	ADOPTED	VARIANCE	ACTUAL/
		09/30/07	BUDGET		BUDGET
DEPARTMENT:	PUBLIC WORKS				
OBJECT/ACCOUNT NAME:					
534.12.01	Regular Salaries	402,941.85	415,455.00	12,513.15	96.99%
534.13.01	Other Salaries & Wages	11,488.84	15,530.00	4,041.16	73.98%
534.14.01	Overtime	2,455.15	4,300.00	1,844.85	57.10%
534.19.01	Banked Sick Leave	6,860.00	5,000.00	-1,860.00	137.20%
534.21.01	FICA Taxes	26,835.14	26,990.00	1,154.86	95.72%
534.21.02	Medicare	6,042.35	6,315.00	272.65	95.68%
534.22.01	Retirement	41,334.76	42,885.00	1,550.24	96.39%
534.23.01	Life, Health & Dental Insurance	85,230.90	75,110.00	-10,120.90	113.47%
534.24.01	Workers' Compensation	48,455.12	61,880.00	13,224.88	78.56%
534.25.01	Unemployment Compensation		3,000.00	3,000.00	0.00%
534.26.01	Other Personal Services		1,000.00	1,000.00	0.00%
TOTAL PERSONAL SERVICES:		630,644.11	657,285.00	26,620.89	95.95%
534.34.02	Dump - Garbage/Waste	165,469.73	195,520.00	30,050.27	84.63%
534.34.03	Dump - Recycling	28,695.00	35,000.00	6,305.00	81.99%
534.40.02	Education & Training	2,206.00	3,200.00	994.00	68.94%
534.41.01	Telephone	4,786.07	5,700.00	913.93	83.97%
534.43.01	Electric	3,093.06	6,400.00	3,306.94	48.33%
534.43.02	Water	535.55	5,000.00	4,464.45	10.71%
534.44.02	Equipment Rental	1,868.07	5,000.00	3,131.93	37.36%
534.45.01	Insurance - Auto	21,927.00	30,000.00	8,073.00	73.09%
534.45.02	Insurance - Liability	19,941.00	20,600.00	659.00	96.80%
534.46.01	R&M Vehicles	8,445.04	18,000.00	9,554.96	46.92%
534.46.02	R&M Equipment	2,654.35	4,500.00	1,845.65	58.99%
534.46.03	R&M Buildings	48,761.10	31,500.00	-17,261.10	154.80%
534.47.01	Printing & Binding	97.00	1,000.00	903.00	9.70%
534.49.05	Truck Washing	555.00	3,000.00	2,445.00	18.50%
534.51.01	Office Supplies	1,370.70	900.00	-470.70	152.30%
534.52.01	Operating Supplies	12,641.10	15,000.00	2,358.90	84.27%
534.52.02	Gas & Oil	24,837.32	24,000.00	-837.32	103.49%
534.52.03	Tires & Tire Repair	4,430.65	3,500.00	-930.65	126.59%
534.52.04	Uniform Rental	6,190.81	5,500.00	-690.81	112.56%
TOTAL MATERIALS, SUPPLIES, SERVICES:		358,504.55	413,320.00	54,815.45	86.74%
TOTAL OPERATING EXPENSES / BUDGET:		989,148.66	1,070,585.00	81,436.34	92.39%
534.62.01	Buildings				
534.63.02	Landscaping	18,805.72	20,000.00	1,194.28	94.03%
534.64.02	Machinery & Equipment	158,829.00	131,400.00	-27,429.00	120.87%
TOTAL CAPITAL OUTLAY:		177,634.72	151,400.00	-26,234.72	117.33%
534.74.01	Lease/Purchase Principal	53,633.71	42,300.00	-11,333.71	126.79%
534.75.01	Lease/Purchase Interest				
TOTAL DEBT SERVICE		53,633.71	42,300.00	-11,333.71	126.79%
TOTAL NON-OPERATING BUDGET:		231,268.43	193,700.00	-37,568.43	119.40%
TOTAL DEPARTMENT EXPENSES / BUDGET:		1,220,417.09	1,264,285.00	43,867.91	96.53%

**VILLAGE OF BISCAYNE PARK
BUDGET VS ACTUAL AS OF 9/30/2007 (PERIOD 12)**

		FY 06-07	FY06-07		%
OBJECT:		YEAR TO DATE	ADOPTED		ACTUAL/
		09/30/07	BUDGET	VARIANCE	BUDGET
DEPARTMENT:	RECREATION				
572.12.01	Regular Salaries	148,266.30	87,275.00	-60,991.30	169.88%
572.13.01	Other Salaries/Wages	1,170.00	109,755.00	108,585.00	1.07%
572.21.01	FICA Taxes	9,259.35	12,206.00	2,946.65	75.86%
572.21.02	Medicare	2,165.75	2,855.00	689.25	75.86%
572.22.01	Retirement	7,758.91	8,598.00	839.09	90.24%
572.23.01	Life, Health & Dental Insurance	13,948.04	17,789.00	3,840.96	78.41%
572.24.01	Workers Compensation	14,872.71	18,404.00	3,531.29	80.81%
572.25.01	Unemployment Compensation		2,000.00	2,000.00	0.00%
TOTAL PERSONAL SERVICES:		197,441.06	258,882.00	61,440.94	76.27%
572.31.08	Professional Services	150.00	3,300.00	3,150.00	4.65%
572.40.03	Travel, Conferences & Meetings		1,200.00	1,200.00	0.00%
572.41.01	Telephone	3,604.22	7,200.00	3,595.78	50.06%
572.42.01	Postage, Freight & Express Charges	14.40	400.00	385.60	3.60%
572.43.01	Electric Utility Service	9,076.93	8,000.00	-1,076.93	113.46%
572.43.02	Water Utility Services	241.55	750.00	508.45	32.21%
572.44.02	Equipment Rental & Lease	172.32	2,600.00	2,427.68	6.63%
572.46.02	R&M Equipment	1,667.50	1,000.00	-667.50	166.75%
572.46.03	R&M Buildings		-	-	
572.46.04	R&M Field		-	-	
572.47.01	Printing & Binding	450.98	1,000.00	549.02	45.10%
572.51.01	Office Supplies - General	1,436.23	2,000.00	563.77	71.81%
572.52.01	Operating Supplies	10,625.21	11,000.00	374.79	96.59%
572.52.09	Concession - Resale	7,283.34	10,000.00	2,716.66	72.83%
572.52.10	Games - Indoor	1,095.59	4,000.00	2,904.41	27.39%
572.52.11	Games - Outdoor	1,187.77	4,000.00	2,812.23	29.69%
572.54.01	Dues, Subscriptions & Memberships	225.00	300.00	75.00	75.00%
572.55.01	Special Events	8,638.42	8,000.00	-638.42	107.98%
TOTAL MATERIALS, SUPPLIES, SERVICES:		45,869.46	64,750.00	18,880.54	70.84%
TOTAL OPERATING EXPENSES / BUDGET:		243,310.52	323,632.00	80,321.48	75.18%
572.63.01	Improvements other than Buildings		10,000.00	10,000.00	0.00%
572.64.02	Machinery & Equipment	7,070.89	5,000.00	-2,070.89	141.42%
TOTAL CAPITAL OUTLAY		7,070.89	15,000.00	7,929.11	47.14%
TOTAL DEPARTMENT EXPENSES / BUDGET:		250,381.41	338,632.00	88,250.59	73.94%
	TOTAL EXPENSES	3,652,712.99	3,459,317.00	(193,395.99)	105.59%
	TOTAL REVENUE	3,663,648.05	3,459,317.00	(204,331.05)	105.91%
	TOTAL REVENUES/TOTAL EXPENSES	10,935.06	-	-10,935.06	

**VILLAGE OF BISCAYNE PARK
BUDGET VS ACTUAL AS OF 9/30/2007 (PERIOD 12)**

		FY 06-07	FY06-07		%
OBJECT:		YEAR TO DATE	ADOPTED		ACTUAL/
		09/30/07	BUDGET	VARIANCE	BUDGET
FUND	ROAD FUND				
	REVENUE:				
312.40.10	Local Option Gas Tax -Capital Improvements	21,098.32	25,444.00	4,345.68	82.92%
312.40.20	Local Option Gas Tax (8 Cents)	56,907.92	59,416.00	2,508.08	95.78%
343.90.00	Outside Sources	-	-	-	
334.20.00	DOT Landscaping Grant	3,980.00	3,980.00	0.00	100.00%
335.12.00	State Revenue Sharing	27,940.32	30,064.00	2,123.68	92.94%
361.00.00	Interest	1,306.19	0.00	-1,306.19	
369.01.00	Miscellaneous Revenue	12.77	0.00	-12.77	
391.91.00	CITT Road Improvements	20,000.00	20,000.00	0.00	100.00%
	Cash Carryover/Prior Year's Reserves		0.00	0.00	
	TOTAL REVENUES/BUDGET:	131,245.52	138,904.00	7,658.48	94.49%
534.12.01	Regular Salaries	46,650.48	48,973.00	2,322.52	95.26%
534.13.01	Other Salaries/Wages	1,839.34	-	-1,839.34	
534.14.01	Overtime	446.97	200.00	-246.97	223.49%
534.19.01	Banked Sick Leave	-	920.00	920.00	0.00%
534.21.01	FICA Taxes	3,034.22	3,035.00	0.78	99.97%
534.21.02	Medicare	709.57	710.00	0.43	99.94%
534.22.01	Retirement	4,639.28	4,825.00	185.72	96.15%
534.23.01	Life, Health & Dental Insurance	9,874.18	9,389.00	-485.18	105.17%
534.24.01	Workers Compensation	4,489.13	5,555.00	1,065.87	80.81%
534.25.01	Unemployment Insurance	-	1,500.00	1,500.00	0.00%
534.31.08	Contract Services	-	3,500.00	3,500.00	0.00%
534.46.01	R&M Vehicles	3,280.51	7,500.00	4,219.49	43.74%
534.46.02	R&M Equipment	7,094.93	4,500.00	-2,594.93	157.67%
534.52.01	Operating Supplies	2,457.53	5,500.00	3,042.47	44.68%
534.52.02	Gas & Oil			0.00	
534.52.04	Uniforms	827.26	800.00	-27.26	103.41%
534.53.01	Road Materials	2,931.22	2,000.00	-931.22	146.56%
534.59.01	Contingency	-	9,997.00	9,997.00	0.00%
534.63.01	Improvements other than Buildings	29,656.85	30,000.00	343.15	98.85%
	TOTAL DEPARTMENT EXPENSES/BUDGET	117,931.47	138,904.00	20,972.53	84.90%
	TOTAL EXPENSES	117,931.47	138,904.00	20,972.53	84.90%
	TOTAL REVENUE	131,245.52	138,904.00	7,658.48	94.49%
	TOTAL REVENUES/TOTAL EXPENSES	13,314.05	0.00	-13,314.05	

**AGREEMENT BETWEEN VILLAGE OF BISCAYNE
PARK AND THE STATE OF FLORIDA, OFFICE OF
THE STATE ATTORNEY FOR THE ELEVENTH
JUDICIAL CIRCUIT OF FLORIDA TO REIMBURSE
THE STATE FOR THE COST OF STATE
ATTORNEY PROSECUTION OF CERTAIN
CRIMINAL VIOLATIONS OF THE VILLAGE OF BISCAYNE PARK
CODE**

This agreement is entered into this _____ day of _____, 2007,
by and between VILLAGE OF BISCAYNE PARK, a political subdivision of
the State of Florida (hereinafter referred to as the "City") and the Office of the State
Attorney for the Eleventh Judicial Circuit of Florida (hereinafter referred to as "State
Attorney").

WHEREAS, the City finds that in order to maintain and improve the health,
safety, and welfare of this community, it is necessary to adequately enforce and prosecute
violations of the City's Municipal Code; and

WHEREAS, Section 27.02, Florida Statutes, authorizes the State Attorney to
prosecute municipal ordinance violations punishable by incarceration if ancillary to state
prosecution or, if not ancillary to state prosecution, when the State Attorney contracts
with the City for reimbursement.

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE I
Services

The State Attorney agrees to prosecute municipal ordinance violations as authorized in Sections 27.02, and 27.34, Florida Statutes. The City agrees to remit, subject to the terms outlined in Article III of this agreement, to the State Attorney the required funds to reimburse for costs associated with the prosecution of violations of the Municipal Code for the period of October 1, 2007, through September 30, 2008. The State Attorney shall provide such clerical and professional personnel as may be required for the performance of any of the functions of the State Attorney as set forth in this agreement. This agreement does not commit the City to pay for the prosecution of Municipal Code violations ancillary to state prosecution or for the prosecution of municipal ordinance violations not punishable by incarceration. This agreement specifically does not authorize the State to handle appeals of municipal ordinances on constitutional grounds, which shall remain the responsibility of the municipality that passed the ordinance.

ARTICLE II
Terms

This agreement shall expire on September 30, 2008, unless terminated earlier pursuant to Article VII of this agreement. Under no circumstances shall the City be liable to continue or extend this agreement beyond this date. This agreement may only be amended in writing, through a document executed by duly authorized representatives of the signatories to this agreement.

ARTICLE III
Payment Schedule

The City agrees to reimburse the State Attorney on an hourly basis for services rendered at a rate of Fifty dollars (\$50) per hour. On a quarterly basis, the State Attorney shall provide the City with an invoice including, but not limited to, the hours of services rendered, number of cases prosecuted as set forth in this agreement, and the total amount due for payment for the previous month. The City shall remit each payment within ten (10) days after receiving said invoice from the State Attorney.

ARTICLE IV
Responsibilities

The City does not delegate any of its responsibilities or powers to the State Attorney other than those enumerated in this agreement. The State Attorney does not delegate any of its responsibilities or powers to the City other than those enumerated in this agreement.

ARTICLE V
Reporting

All required reports shall be submitted to the VILLAGE OF BISCAYNE PARK

ARTICLE VI

Indemnification

It is expressly understood and intended that the State Attorney is only a recipient of the reimbursements paid by the City and is not an agent of the City. The respective parties agree, subject to the provisions of Chapter 768.28 (17), Florida Statutes, that they will hold each other harmless from any claims arising from this agreement.

ARTICLE VII

Termination

Either party may terminate this agreement at any time with or without cause by furnishing written notice to the other party with no less than ninety (90) days notice.

ARTICLE VIII

Service Charges

This agreement is contingent upon all City funding provided, and any interest earned thereon, not being subject to any State service charges or administrative assessments.

ARTICLE IX

Non-Discrimination

The State Attorney agrees to abide and be governed by Title II of the Americans with Disabilities Act of 1990, Title VI and VII, Civil Rights Act of 1964 (42 USC 200d, e) and Title VIII of the Civil Rights Act of 1968, as amended, which provides in part that there will not be discrimination of race, color, sex, religious background, ancestry, or national origin in performance of this contract, in regard to persons served, or in regard to

employees or applicants for employment and it is expressly understood that upon receipt of evidence of discrimination, the City shall have the right to terminate said agreement.

IN WITNESS THEREOF, the parties have caused this agreement to be executed by their respective and duly authorized officers the day and year first above written.

ATTEST:

NAME Village of Biscayne Park City Commission

By: _____ By: _____
POSITION Village Clerk Mayor

ATTEST

State Attorney's Office
Eleventh Judicial Circuit

By: _____ By: _____
T. F. Mannelli
Executive Director

APPROVED AS TO FORM:

John J. Hearn
Village Attorney
Village of Biscayne Park

**VILLAGE OF BISCAIYNE PARK
PUBLIC NOTICE OF 2008 HOLIDAYS**

<u>DATE</u>	<u>HOLIDAY</u>
January 1, 2008 (Tuesday)	New Year's Day
January 21, 2008 (Monday)	M.L. King Jr. Day
February 18, 2008 (Monday)	Presidents' Day
May 26, 2008 (Monday)	Memorial Day
July 4, 2008 (Friday)	Independence Day
September 1, 2008 (Monday)	Labor Day
October 13, 2008 (Monday)	Columbus Day
November 11, 2008 (Tuesday)	Veterans Day
November 27, 2008 (Thursday)	Thanksgiving Day
November 28, 2008 (Friday)	Day After Thanksgiving
December 25, 2008 (Thursday)	Christmas Day
January 1, 2009 (Thursday)	New Year's Day

ORDINANCE NO. 2007-20

AN ORDINANCE OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA PURSUANT TO SECTION 166.041, FLORIDA STATUTES, TO AMEND ORDINANCE 2006-7 ADOPTED ON SEPTEMBER 25, 2006 FINALIZING AND ADOPTING THE ANNUAL OPERATING BUDGET AND CAPITAL IMPROVEMENT PROGRAM FOR FISCAL YEAR 2006-2007, BY AMENDING VARIOUS PARTS OF THE BUDGET CONSISTENT WITH EXHIBIT "B," ATTACHED HERETO; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE

WHEREAS, in accordance with the Village of Biscayne Park's Charter and all laws of the State of Florida, on September 26, 2006, the Village Commission finalized and adopted its operating budget for Fiscal Year 2006-2007, which is incorporated herein; and

WHEREAS, the Village Commission acknowledges that amendments are required to the Annual Operating Budget for Fiscal Year 2006-2007, as designated in Exhibit "A," attached hereto;

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

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

Section 2. That the Annual Operating Budget Fiscal Year 2006-2007, approved by the Village Commission on September 26, 2006, is amended as designated in Exhibit "A," attached hereto.

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

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

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

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

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

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

John Hornbuckle, Mayor

Attest:

Ann Harper, Village Clerk
Approved as to form:

John J. Hearn, Village Attorney

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

EXHIBIT A

Village of Biscayne Park							
Budget Amendment 2007-3							
REVENUES							
Account Name	Account	Adopted Budget	Increase	Decrease	Amended Budget	Explanation	
Building Permits	322.10.00	70,000	35,000		105,000	Increase in permits	
Landlord Prmit Fees	323.12.00	0	10,000		10,000	New permit fees	
FEMA Reimbursement	334.30.00	0	17,000		17,000	Additional reimbursement Katrina	
Cops Grant	331.20.00	0	2,000		2,000	Grant awarded	
County Occ License	338.30.00	0	2,500		2,500		
Fuel Tax Rebate	335.19.00	0	1,000		1,000	New program	
Violations Local Ordinances	354.00.01	15,000	82,000		97,000	Code violations	
Interest Income	361.00.00	39,000	20,000		59,000	Investment policy	
Insurance Proceeds	369.01.02	0	52,000		52,000	Roof & Worker's Comp	
Misc Newsletter Ads	369.02.00	0	1,000		1,000	Newsletter Ads	
Proceeds from Capital Lease	380.01.00	128,400	58,600		187,000	Additional Proceeds	
			281,100				

4A (ATTACHMENT)

EXHIBIT A (CONTINUED)

EXPENSES						
Account Name	Account	Adopted Budget	Increase	Decrease	Amended Budget	Explanation
Waste Revenue Adj	343.40.09	0.00	18,000.00		18,000.00	Adjustments to prior year bills
Legal - Other	519.31.02	30,000.00	20,000.00		50,000.00	Lawsuit
Misc - Bank Fees	519.49.01	500.00	6,605.00		7,105.00	Check clearing/credit card fees
Contingency	519.59.01	66,005.00		66,005.00	0.00	
Police Regular Salries	521.12.01	524,382.00		28,000.00	496,382.00	Injured Police
Police Overtime	521.14.01	19,000.00	80,000.00		99,000.00	Injured Police
Police FICA	521.21.01	34,742.00	2,500.00		37,242.00	Injured Police
Police Medicare	521.21.02	8,125.00	1,000.00		9,125.00	Injured Police
Police Retirement	521.22.01	117,233.00	5,800.00		123,033.00	Injured Police
Police Health Insurance	521.23.01	56,833.00	5,700.00		62,533.00	increased costs
Police Worker's Comp	521.24.01	35,920.00	283,000.00		318,920.00	Injured Police
Police Unemployment Comp	521.25.01	5,000.00		5,000.00	0.00	
Police Insurance Auto	521.45.01	22,000.00		6,000.00	16,000.00	Policy review
Police R&M Vehicles	521.46.01	15,000.00	8,000.00		23,000.00	Age of vehicles
Police R&M Equipment	521.46.02	3,000.00	3,000.00		6,000.00	
Police R&M Radio	521.46.03	0.00	4,500.00		4,500.00	
Police Gas & Oil	521.52.02	25,000.00	9,000.00		34,000.00	Increased costs
Police Vehicles	521.64.01	16,600.00	19,500.00		36,100.00	Purchase of new car
Police Mach & Equip	521.64.02	7,000.00		7,000.00	0.00	
Building Salaries	524.12.01	26,435.00	25,000.00		51,435.00	increased inspector's pay
Inspector's Fees	524.31.07	64,400.00	10,000.00		74,400.00	increased inspector's pay
PW Salaries	534.12.01	415,455.00		4,000.00	411,455.00	
PW Other Salaries	534.13.01	15,530.00		4,000.00	11,530.00	
PW Worker's Comp	534.24.01	61,680.00		13,000.00	48,680.00	
PW Unemployment Comp	534.25.01	3,000.00		3,000.00	0.00	
Dump - Garbage/Waste	534.34.02	195,520.00		28,500.00	167,020.00	Cost containment measures
Dump - Recycling	534.34.03	35,000.00		6,000.00	29,000.00	Vendor change
PW Electric	534.43.01	6,400.00		3,000.00	3,400.00	
PW Water	534.43.02	5,000.00		4,000.00	1,000.00	
PW Equipmental Rental	534.44.02	5,000.00		3,000.00	2,000.00	
PW Insurance - Auto	534.45.01	30,000.00		8,000.00	22,000.00	Policy review
PW Repair & Maint Vehicles	534.46.01	18,000.00		9,000.00	9,000.00	Purchase new truck
R&M Buildings	534.46.03	31,500.00	18,000.00		49,500.00	New Roof Village Hall
PW Machinery & Equip	534.64.02	131,400.00	27,500.00		158,900.00	
PW Lease Purchase Principal	534.74.01	42,300.00	11,500.00		53,800.00	
Recreation Other Salaries	572.13.01	109,755.00		50,000.00	59,755.00	Understaffing
Recreation FICA	572.21.01	12,206.00		2,900.00	9,306.00	Understaffing
Recreation Health Insurance	572.23.01	17,789.00		3,800.00	13,989.00	Understaffing
Recreation Worker's Comp	572.24.01	18,404.00		3,500.00	14,904.00	Understaffing
Recreation Unemployment Comp	572.25.01	2,000.00		2,000.00	0.00	None required
Recreation Professional Services	572.31.08	3,300.00		3,100.00	200.00	Cost containment measures
Recreation Travel & Meetings	572.40.03	1,200.00		1,200.00	0.00	Cost containment measures
Recreation Telephone	572.41.01	7,200.00		3,500.00	3,700.00	Change in service
Improvements other than Bldgs	572.63.01	10,000.00		10,000.00	0.00	Project delayed
			558,605.00	277,505.00		
				281,100.00		
				-281,100.00		
				0.00		

4A (ATTACHMENT)

ORDINANCE NO. 2007-21

AN ORDINANCE OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA, CREATING A NEW SECTION ENTITLED "VILLAGE CANVASSING BOARD;" DELINEATING BOARD MEMBERSHIP; SPECIFYING THE BOARD CHAIRMAN; PROVIDING THE DUTIES OF THE BOARD; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, in past Village Commission elections, the Village Clerk, as the supervisor of elections, has acted as the Village Canvassing Board; and

WHEREAS, the Village Commission has determined that it is both appropriate and proper to officially establish a "Canvassing Board" for future Village Commission elections;

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

Section 1. A new Section, entitled "Village Canvassing Board," is hereby created to read as follows:

Village Canvassing Board.

(A) Board Membership. The Village Canvassing Board shall be composed of the Village Clerk, Village Manager and the Miami-Dade Supervisor of Elections, or designee. In the event that any Board member is unable to serve, such member shall be replaced as follows:

1. The Acting Village Clerk, or designee, shall serve as the replacement for the Village Clerk.
2. The Acting Village Manager, or designee, shall serve as the replacement for the Village Manager.
3. The Miami-Dade Supervisor of Elections shall designate a replacement official.

4. If any of the foregoing Board replacement members shall be unable to serve, the Village shall request as many substitute Board members as shall be required from the Miami-Dade Supervisor of Elections Office. The Supervisor of Elections for Miami-Dade County shall then select the required number of substitute Board members after ensuring that each substitute member is not an active participant in the campaign or candidacy of any candidate in the election.

5. The Village Chief of Police, or his designee, if a sufficient number of Miami-Dade Supervisor of Election office officials are unable to serve.

(B) Board Chairman. The Village Clerk shall serve as the Chairman of the Board. If the Clerk is unavailable to serve, then the members of the Board shall select a Chairman.

(C) Board Duties. The Village Canvassing Board shall have the following duties:

1. The Board shall meet in a Village building which is accessible to the public at a time and place to be designated by the Village's Supervisor of Elections to publicly canvass the absentee elector ballots.

a. Public notice of the time and place at which the Board shall meet to canvass the absentee elector ballots shall be given at least forty eight (48) hours prior thereto.

b. The required public notice shall be given by publication once in a newspaper of general circulation in the Village and by posting notice in at least two (2) Village buildings.

2. Following the canvassing of the absentee elector ballots, the Board shall then proceed to publicly canvass the votes cast in the elector ballots for each candidate, ballot question, or other measure submitted to the electorate of the Village, as shown by the returns then in the possession of the Miami-Dade Supervisor of Elections.

a. The canvass of the votes cast in the election shall be made from the returns and signed certificates of the election inspectors filed with the Miami-Dade Supervisor of Elections.

b. The Board shall not change the number of votes cast for any candidate, ballot question, or other measure submitted to the electorate of the Village for any polling place as shown by the returns in the possession of the Miami- Dade Supervisor of Elections.

- c. All returns are required to be submitted to the Board as soon as possible following the closing of the polls.
3. If the returns from any precinct are missing, if there are any omissions on the returns from any precinct, or if there is an obvious error on any such returns, the Canvassing Board shall order a recount of the returns from such precinct. Before canvassing such returns, the Canvassing Board shall examine the counters on the machines or the tabulation of the ballots cast in such precinct and determine whether the returns correctly reflect the votes cast. If there is a discrepancy between the returns and the counters of the machines or the tabulation of the ballots cast, the counters of such machines or the tabulation of the ballots cast shall be presumed correct and such votes shall be canvassed accordingly.
4. If the returns for any office reflect that a candidate was defeated or eliminated by one half (1/2) of a percent or less of the votes cast for such office, or that a measure appearing on the ballot was approved or rejected by one half (1/2) a percent or less of the votes cast on such measure, the Board shall order a recount of the votes cast with respect to such office or measure. A recount need not be ordered with respect to the returns for any office, however, if the candidate or candidates defeated or eliminated from contention for such office by one half (1/2) a percent or less of the votes cast for such office request in writing that a recount not be made. The Canvassing Board responsible for conducting a recount shall examine the counters on the machines or the tabulation of the ballots cast in each precinct in which the office or issue appeared on the ballot and determine whether the returns correctly reflect the votes cast. If there is a discrepancy between the returns and the counters of the machines or the tabulation of the ballots cast, the counters of such machines or the tabulation of the ballots cast shall be presumed correct and such votes shall be canvassed accordingly.
5. The Canvassing Board may employ such clerical help to assist with the work of the Board as it deems necessary, with at least one (1) member of the Board present at all times, until the canvass of the returns is completed. The clerical help shall be paid from the same fund as the inspectors and other necessary election officials.
6. Following the canvassing of all absentee elector ballots and the elector ballots cast in the election, the Canvassing Board shall then prepare certifications of the results of the election which shall be filed with the Village Clerk, Miami-Dade Supervisor of Elections, Department of State, and the Division of Elections for the State of Florida.
7. At the same time that the results of the elections are certified to the Department of State, the Canvassing Board shall file a report with the

Division of Elections on the conduct of the election. The report shall contain information relating to any problems incurred as a result of equipment malfunctions either at the precinct level or at a counting location, any difficulties or unusual circumstances encountered by the Canvassing Board, and any other additional information which the Canvassing Board feels should be made a part of the official election record.

Section 2. 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 3. 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 4. 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 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:**

John Hornbuckle, Mayor

Attest:

Ann Harper, Village Clerk

Approved as to form:

John J. Hearn, Village Attorney

Mayor Hornbuckle: _____

Vice Mayor Anderson: _____

Commissioner Bernard: _____

Commissioner Morris: _____

Commissioner Mallette: _____

ORDINANCE NO. 2007-17

AN ORDINANCE OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA AUTHORIZING THE BORROWING OF ONE HUNDRED EIGHTY SEVEN THOUSAND TWELVE DOLLARS (\$187,012.00) FOR THE LEASE/PURCHASE OF ONE POLICE CAR, ONE GARBAGE TRUCK AND ONE MULTI-PURPOSE BUS IN CONNECTION WITH THE MASTER LEASE/PURCHASE AGREEMENT CONSISTENT WITH RESOLUTION NO. 2006-19; PROVIDING AN EFFECTIVE DATE

WHEREAS, the Village Commission of the Village of Biscayne Park has found it to be in the best interests of the Village and its residents to authorize the execution and delivery of a Master Lease/Purchase Agreement with Bank of America Public Capital Corp. for the lease of one police car, one garbage truck and one multi-purpose bus consistent with Resolution No. 2006-19; and

WHEREAS, by participating in the Florida League of Cities program utilizing a tax exempt bond pool, the Village is able to acquire the equipment at the lowest cost possible through a negotiated five year term at a rate of 4.28%, borrowing an amount of \$187,012.00; and

WHEREAS, the Village Commission finds that this lease purchase and borrowing is in the best interests of its citizens and desires to formally ratify the previous action it took by approving Resolution No. 2006-19;

NOW THEREFORE IT IS HEREBY ORDAINED BY THE MAYOR AND VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA, AS FOLLOWS:

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

Section 2. The Village Commission of the Village of Biscayne Park hereby authorizes the Village to borrow \$187,012.00 in order to enter into a Master Lease/Purchase Agreement for the lease of one police car, one garbage truck and one multi-purpose bus and formally ratifies previous actions of the Commission.

Section 3. Effective Date. This Ordinance shall be deemed effective retroactive to December 5, 2006.

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

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

John Hornbuckle, Mayor

Attest:

Ann Harper, Village Clerk

Approved as to form:

John J. Hearn, Village Attorney

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

1st Reading – October 2, 2007
2nd Reading – November 6, 2007

ORDINANCE NO. 2007-18

AN ORDINANCE OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA AUTHORIZING THE DECREASE IN COMPENSATION FOR THE MAYOR AND COMMISSIONERS CONSISTENT WITH THE VILLAGE CHARTER; PROVIDING FOR CONFLICT; PROVIDING FOR INCLUSION; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE

WHEREAS, the Village Commission of the Village of Biscayne Park understands that the property value of its residents' homes have consistently increased and, therefore, taxes have consistently increased; and

WHEREAS, the Commission is sensitive to those increases and to the sacrifices made by Village employees in their salaries and, therefore, desires to decrease its compensation for all its members; and

WHEREAS, the Village Commission finds that it is in the best interests of its residents to adopt an ordinance decreasing its annual compensation consistent with Section 2.06 of the Village Charter;

NOW THEREFORE IT IS HEREBY ORDAINED BY THE MAYOR AND VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA, AS FOLLOWS:

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

Section 2. The Village Commission of the Village of Biscayne Park hereby decreases its annual compensation as follows:

	<u>06/07</u>	<u>06/08</u>
Mayor	\$6000	\$4000
Commissioners	\$3000	\$2000

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

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

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

Section 6. Effective Date. This Ordinance shall be deemed effective retroactive to December ____, 2006.

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

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

John Hornbuckle, Mayor

Attest:

Ann Harper, Village Clerk

Approved as to form:

John J. Hearn, Village Attorney

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

1st Reading – October 2, 2007
2nd Reading - November 6, 2007

ORDINANCE NO. 2007-19

AN ORDINANCE OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA RELATING TO AD VALOREM TAXATION; PROVIDING FOR AN ADDITIONAL HOMESTEAD EXEMPTION FOR CERTAIN QUALIFYING SENIOR CITIZENS WHO HAVE ATTAINED THE AGE OF 65 AND WHOSE HOUSEHOLD INCOME DOES NOT EXCEED THE ANNUAL ADJUSTED INCOME LIMITATION WHICH CURRENTLY IS \$24,214 TO BE APPLIED TO MILLAGE RATES LEVIED BY THE VILLAGE; PROVIDING REQUIREMENT OF ANNUAL APPLICATION AND SUBMISSION OF SUPPORTING DOCUMENTATION TO THE MIAMI-DADE COUNTY PROPERTY APPRAISER; PROVIDING FOR REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Village Commission finds it in the best interests of the residents of the Village of Biscayne Park to grant a limited income senior citizens exemption in the amount of \$25,000;

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF DORAL:

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

Section 2. The Village Commission hereby grants a limited income senior citizens exemption to certain qualifying senior citizens who have attained the age of 65 and whose household income does not exceed the annual Adjusted Income Limitation which is currently \$24,214.

Section 3. The Village Clerk is hereby authorized to transmit this Ordinance to the Miami-Dade County Property Appraisal Department prior to December 1, 2007 for this exemption to be effective for the 2008 tax year.

Section 4. Consistent with the legal requirements, an application for Limited Income Senior Citizens Exemption should be made by March 1st of the applicable tax year through the submission of a County application to the Miami-Dade County Property Appraiser.

Section 5. Repeal of Conflicting Provisions. That all ordinances or parts of ordinances or resolutions of the City and/or County Code made inconsistent or in conflict herewith shall be and they are hereby repealed in their entirety insofar as there is conflict or inconsistency.

Section 6. Effective Date. This Ordinance shall become effective upon the approval of the City Commission.

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

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

John Hornbuckle, Mayor

Attest:

Ann Harper, Village Clerk

Approved as to form:

John J. Hearn, Village Attorney

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

1st Reading – October 2, 2007
2nd Reading - November 6, 2007

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RESOLUTION NO. 2007-19

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**A RESOLUTION OF THE VILLAGE COMMISSION OF THE
VILLAGE OF BISCAYNE PARK, FLORIDA, MAKING
FINDINGS OF FACT AND GRANTING A NON-USE
VARIANCE TO THE PROPERTY OWNER OF 11410
GRIFFING BOULEVARD, BISCAYNE PARK, FLORIDA,
ALLOWING VARIANCES FROM THE VILLAGE OF
BISCAYNE PARK CODE OF ORDINANCES TO ALLOW A
12'6" ENCROACHMENT INTO THE FRONT SETBACK AND
AN 8" ENCROACHMENT INTO THE SIDE SETBACK;
PROVIDING FOR AN EFFECTIVE DATE**

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WHEREAS, the owner of the property located at 11410 Griffing Boulevard, Biscayne Park, Florida ("Petitioner") has requested variances from the Code to allow a 12'6" encroachment into the front setback to construct a garage and an 8" encroachment into the side setback to install a new roofed, covered entry; and

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WHEREAS, the Planning and Zoning Board met to review this request and recommended approval of the property owner's request; and

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WHEREAS, the Village Commission has heard the request, evidence and testimony and hereby finds the following to be true:

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1. There are special circumstances or conditions affecting the property which are such that the strict application of the provisions of the Village Code would deprive the Applicant from the reasonable use of his land;

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2. The non-use variance is necessary for the preservation and enjoyment of a substantial property right of the Applicant;

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3. The granting of the non-use variance would not be detrimental to the public welfare or injurious to other property in the territory in which the property is situated; and

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4. The non-use variance proposed is the minimum variance which makes possible the reasonable use of the property;

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**NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF THE
VILLAGE OF BISCAYNE PARK, FLORIDA, THAT:**

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

3 **Section 2.** The non-use variance to allow a variance from the Village of Biscayne Park
4 Code of Ordinances to allow a 12'6" encroachment into the front setback to construct a garage and an
5 8" encroachment into the side setback to install a new, roofed, covered entry, is hereby approved.

6 **Section 3.** The non-use variance which was previously granted for this property by the
7 Village Commission on January 25, 2005 is hereby repealed and is null and void.

8 **Section 4.** The Applicant is responsible for recording this Resolution in the Public
9 Records of Miami-Dade County, Florida and shall bear the costs thereof.

10 **Section 5.** This Resolution shall become effective upon adoption.
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12 PASSED AND ADOPTED this _____ day of _____, 2007.

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

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16 _____
17 John Hornbuckle, Mayor

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19 Attest:

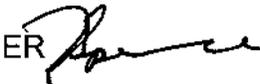
Mayor Hornbuckle _____
Vice Mayor Anderson _____
Commissioner Bernard _____
Commission Mallette _____
Commissioner Morris _____

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22 _____
23 Ann Harper, Village Clerk

24
25 Approved as to form:

26
27
28 _____
29 John J. Hearn, Village Attorney

MEMORANDUM

TO: FRANK R. SPENCE, VILLAGE MANAGER 
FROM: ARLENIS SILVERA, BUILDING CLERK 
SUBJECT: AGENDA ITEM 5(B) FOR COMMISSION MEETING NOVEMBER 6, 2007
DATE: OCTOBER 25, 2007

VARIANCE REQUEST: Rohan Pershadsingh, property owner at 11410 GRIFFING BLVD, requests a variance from the provisions of section 3.2.3. of the Land Use Development Code, Table "A" which requires a front street setback of 50'(fifty feet) and rear and side set back of 10'(ten feet).

BACKGROUND: Mr. Pershadsingh came before Commission in 2005 for a variance request to build a garage that encroached 15 ft into the front street setback. That Commission approved the request. The work was never started by the applicant.

Mr. Pershadsingh is now changing his variance request as follows:

At 11410 GRIFFING BLVD variances from the provisions of section 3.2.3. of Code as follows:

- (1) A variance of 12'-6"(twelve feet and six inches) to construct a new garage. Front setback will be 37'-6" (thirty seven feet and six inches) instead of required 50' (fifty feet).
- (2) A variance of 8" (eight inches) in order to install a new roofed cover entry. Front setback will be 49'-4" (forty nine feet and four inches) instead of required 50' (fifty feet).

Planning and Zoning Board Recommendation: Board met October 9, 2007, to review the subject referenced and a motion was made to recommend Approval of the variance request. The vote was 5 Yes– 0 No. The board noted the request was less than the original request in 2005.

ADDITIONAL INFORMATION: The Village Manager will review administratively the two existing variances for this property.

168.93

100.00

49'-4"

37'-6"

EXISTING ASPHALT
DRIVEWAY TO
REMAIN

EXISTING RESIDENCE

NEW CONC. SLAB

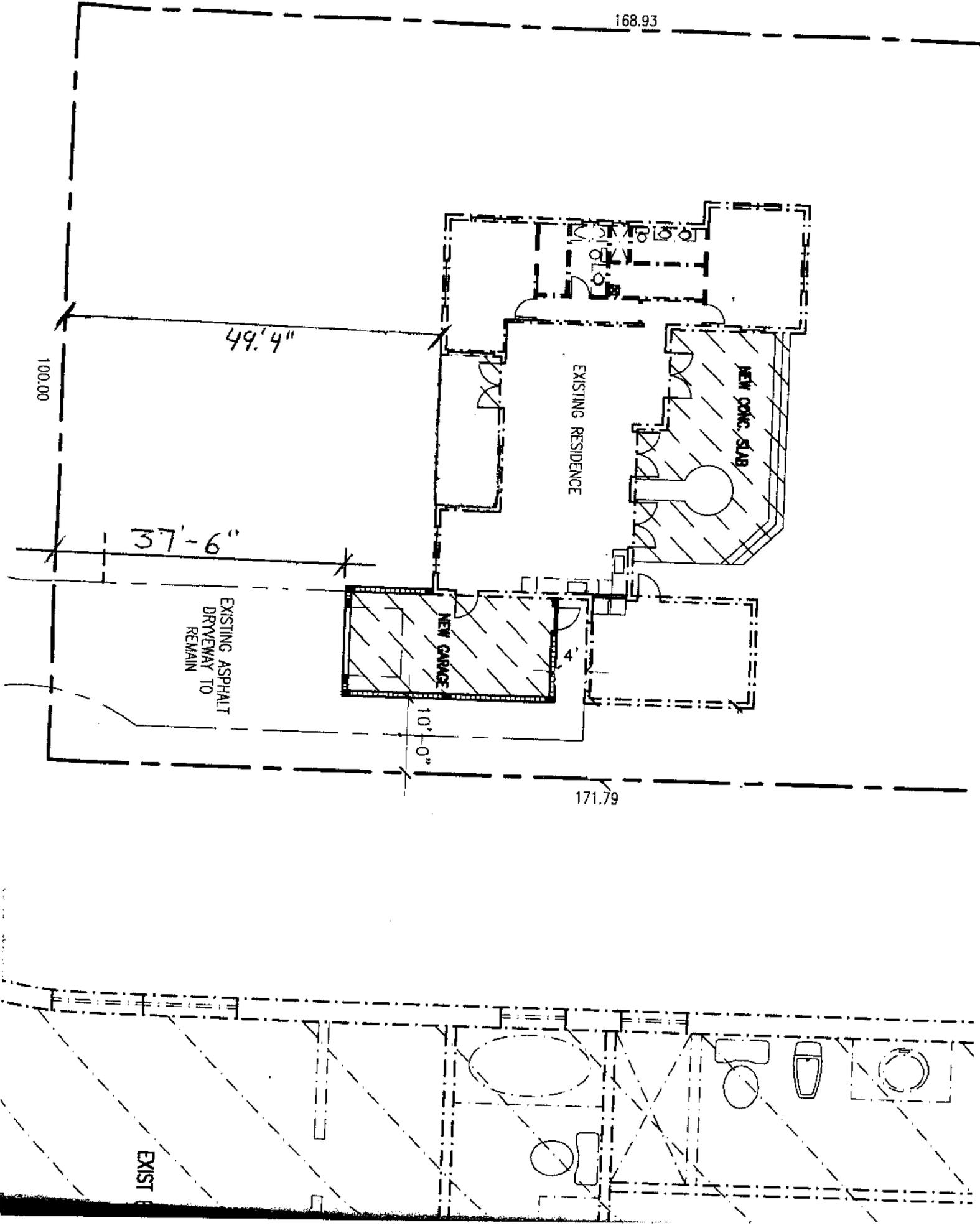
NEW GARAGE

4'

10'-0"

171.79

EXIST





Nov. 6 Agenda

Human Services
Byrne Grant Administration
Dr. Martin Luther King, Jr. Office Plaza
2525 N.W. 62nd Street • Suite 4000
Miami, Florida 33147
T 305-514-6000 F 305-514-6157



miamidade.gov

- ADA Coordination
- Agenda Coordination
- Animal Services
- Art in Public Places
- Audit and Management Services
- Aviation
- Building
- Building Code Compliance
- Business Development
- Capital Improvements
- Citizens' Independent Transportation Trust
- Commission on Ethics and Public Trust
- Communications
- Community Action Agency
- Community & Economic Development
- Community Relations
- Consumer Services
- Corrections & Rehabilitation
- Cultural Affairs
- Elections
- Emergency Management
- Employee Relations
- Empowerment Trust
- Enterprise Technology Services
- Environmental Resources Management
- Fair Employment Practices
- Finance
- Fire Rescue
- General Services Administration
- Historic Preservation
- Homeless Trust
- Housing Agency
- Housing Finance Authority
- Human Services**
- Independent Review Panel
- International Trade Consortium
- Juvenile Assessment Center
- Medical Examiner
- Metro-Miami Action Plan
- Metropolitan Planning Organization
- Park and Recreation
- Planning and Zoning
- Police
- Procurement Management
- Property Appraisal
- Public Library System
- Public Works
- Safe Neighborhood Parks
- Seaport
- Solid Waste Management
- Strategic Business Management
- Team Metro
- Transit
- Task Force on Urban Economic Revitalization
- Vizcaya Museum And Gardens
- Water & Sewer

October 10, 2007

Chief Mitchell Glansberg
Biscayne Park Police Department
640 NE 114th Street
Biscayne Park, FL 33161

RE: Contract Award FY2008
Drug Control and System Improvement Program

Dear Chief Glansberg:

We are pleased to provide you with the contract for your program under the Dade County Drug Control and System Improvement Program FY2008. **The federal funds are \$2,865, and the 25% Cash Match which your city has agreed to provide is \$955, making the total amount of the project budget not to exceed \$3,820.**

We are providing you with copies of 4 original contracts for your program. Each of the four contracts must have the ORIGINAL signatures of the Manager/Mayor and City Clerk, and must have the city seal affixed on the contract signature page. Also, the contracts include several Affidavits which require an ORIGINAL and notarized signature. Upon signing by your city officials, the contracts are to be returned to this office along with the City Council resolution to accept these funds. Our staff will complete the execution process in the County and send you a fully executed contract for your records. Reimbursement for First Quarter expenditures can occur ONLY if the contract is fully signed by the jurisdiction and returned to the Department of Human Services with the accompanying council resolution.

In accordance with your communication with this office, it is our understanding that you will be the designated contact person for this project. As such, all routine correspondence and reporting activities throughout the grant year will be directed to your attention. Please notify us immediately if this designation changes.

If you have any questions on this matter, please contact me or LaWanda S. Scott of my staff, at 514-6125. I look forward to working with you this year!

Sincerely,

Michaela Doherty
Project Director

Enclosures

Delaney, Doherty, Scott, ...

7A(1)

MIAMI-DADE COUNTY DEPARTMENT OF HUMAN SERVICES

CONTRACT

This Contract, made this _____ day of _____ 200__, by and between Miami-Dade County, a political subdivision of the State of Florida (hereinafter referred to as "County") through its Department of Human Services (hereinafter referred to as "Department"), located at 2525 N.W. 62nd Street, Suite 4228 – Miami, FL 33147, and the VILLAGE OF BISCAYNE PARK located in Miami-Dade County, Florida (hereinafter referred to as "Provider"), provides the terms and conditions pursuant to which the Provider shall provide a **Criminal Justice Record Improvement Project**.

WHEREAS, the County has been awarded federal funds from the Drug Control and System Improvement Formula Grant Program under Public Law 100-690, the Federal Anti-Drug Abuse Act of 1988, hereinafter referred to as the ACT; and

WHEREAS, the Provider warrants and represents that it possesses the legal authority to enter into this Agreement by way of resolution, motion or similar action that has been duly adopted or passed as an official act of the Provider's governing body, authorizing the execution of the Contract, including all understandings and assurances contained herein, and authorizing the person identified as the official representative of the Provider to carry out on behalf of the Provider all of the duties and responsibilities set forth in this Contract; and

WHEREAS, this Contract shall be deemed effective upon award of grant funds by the State of Florida Department of Law Enforcement, Office of Criminal Justice Grants to Miami-Dade County or when this Contract has been duly executed by both parties, whichever is later; and

WHEREAS, the County is desirous of supporting an expansion of the services provided by the **Criminal Justice Record Improvement Project** by providing a portion of the federal funds awarded to Miami-Dade County to the **Criminal Justice Record Improvement Project**; and

WHEREAS, the County as contractor/grantee for the State of Florida is authorized to purchase said services for the **Criminal Justice Record Improvement Project** as an allowable activity under the ACT; and

WHEREAS, the County requires the above-mentioned services from the Provider in order to fulfill its' contractual obligations under the aforementioned grant,

NOW, THEREFORE, for and in consideration of the mutual covenants recorded herein, the parties hereto agree as follows:

I. **AMOUNT PAYABLE** Subject to available funds, the maximum amount payable for services rendered under this Contract, shall not exceed **\$2,865**. Both parties agree that should available County funding be reduced, the amount payable under this Agreement may be proportionately reduced at the option of the County.

II. **SCOPE OF SERVICES.** The Provider agrees to render services in accordance with the Scope of Services incorporated herein and attached hereto as Attachment A.

III. **EFFECTIVE TERM.** The effective term of this Agreement shall be from **October 1, 2007 through September 30, 2008.**

IV. **CASH MATCH REQUIREMENT.** The Provider shall maintain sufficient financial resources to meet the expenses incurred during the period between the provision of services and payment by the County, **including the required 25% Cash Match**, and provide all equipment and supplies required for the provision of services.

V. **REQUIREMENTS RELATED TO USE OF ANTI-DRUG ABUSE FUNDS UNDER THE DRUG CONTROL AND SYSTEM IMPROVEMENT PROGRAM**

A. **Requirements of the Anti-Drug Abuse Act.** The Provider agrees to abide by all of the requirements of the Anti-Drug Abuse Act of 1988 under the Drug Control and System Improvement Formula Grant Program, including Rule Chapter 9B-61 of the Florida Administrative Code. Furthermore, the Florida Department of Law Enforcement, Business Support Program, Office of Criminal Justice Grants, Edward Byrne Memorial State and Local Law Enforcement Assistance Formula Grant Program Application for Funding Assistance and all laws, rules, regulations relating thereto are incorporated herein by reference as if fully set forth.

B. **Supplanting.** The Provider agrees that funds received under this Contract shall be utilized to supplement, not supplant state or local funds, and will be used to increase the amounts of such funds that would, in the absence of grant funds, be made available for anti-drug law enforcement activities, in accordance with Rule Chapter 9B-61.006 (5), Florida Administrative Code.

VI. **CONTINUITY OF SERVICES.** Provider agrees to provide optimal continuity of services by assuring that services are provided by the same person whenever possible and, if not, by a qualified replacement when necessary.

VII. **PROGRAM CONTACT.** Provider shall designate a contract coordinator who shall be responsible for: 1) monitoring the Provider's compliance with the terms of this Contract and; 2) whenever the County so requests, meeting with County staff to review such compliance.

VIII. **INDEMNIFICATION BY THE PROVIDER.** The Provider shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Contract by the Provider or its employees, agents, servants, partners, principals or subcontractors. Provider shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Provider expressly understands and agrees that any insurance protection required by this Contract or otherwise provided by Provider shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as

herein provided. The provisions of this section or indemnification shall survive the expiration or termination of this Contract.

IX. INSURANCE. If Provider is an agency or a political subdivision of the State as defined by section 768.28, Florida Statutes, the Provider shall furnish the County, upon request, written verification of liability protection in accordance with section 768.28, Florida Statutes. Nothing herein shall be construed to extend any party's liability beyond that provided in section 768.28, Florida Statutes.

X. LICENSURE AND CERTIFICATION. The Provider shall ensure that all other licensed professionals providing **Criminal Justice Record Improvement** services shall have appropriate training and experience in the field in which he/she practices and abide by all applicable State and Federal laws and regulations and ethical standards consistent with those established for his/her profession. Ignorance on the part of the Provider shall in no way relieve it from any of its responsibilities in this regard.

XI. CONFLICT OF INTEREST. The Provider agrees to abide by and be governed by Miami-Dade County Ordinance No. 72-82 (Conflict of Interest Ordinance codified at Section 2-11.1 et al. of the Code of Miami-Dade County), as amended, which is incorporated herein by reference as if fully set forth herein, in connection with its Contract obligations hereunder.

XII. CIVIL RIGHTS. The Provider agrees to abide by Chapter 11A of the Code of Miami-Dade County ("County Code"), as amended, which prohibits discrimination in employment, housing and public accommodations; Title VII of the Civil Rights Act of 1968, as amended, which prohibits discrimination in employment and public accommodation; the Age Discrimination Act of 1975, 42 U.S.C., § 2000 d as amended, which prohibits discrimination in employment because of age; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794, as amended, which prohibits discrimination on the basis of disability; and the Americans with Disabilities Act, 42 U.S.C. § 12103 et seq., which prohibits discrimination in employment and accommodation because of disability.

It is expressly understood that upon receipt of evidence of discrimination under any of these laws, the County shall have the right to terminate this Contract. It is further understood that the Provider must submit an affidavit attesting that it is not in violation of the Americans with Disability Act, the Rehabilitation Act, the Federal Transit Act, 49 U.S.C. § 1612, and the Fair Housing Act, 42 U.S.C. § 3601 et seq. If the Provider or any owner, subsidiary, or other firm affiliated with or related to the Provider, is found by the responsible enforcement agency, the Courts or the County to be in violation of these Acts, the County will conduct no further business with the Provider. Any contract entered into based upon a false affidavit shall be voidable by the County. If the Provider violates any of the Acts during the term of any Contract the Provider has with the County, such contract shall be voidable by the County, even if the Provider was not in violation at the time it submitted its affidavit.

The Provider agrees that it is in compliance with the Domestic Violence Leave Ordinance, codified as § 11A-60 et seq. of the Miami-Dade County Code, which requires an employer, who in the regular course of business has fifty (50) or more employees working in Miami-Dade County for each working day during each of twenty (20) or more calendar work weeks to provide domestic violence leave to its employees. Failure to comply with this local law may be grounds for voiding or terminating this Contract or for commencement of debarment proceedings against Provider.

XIII. NOTICES. Notice under this Contract shall be sufficient if made in writing and delivered personally or sent by mail or by facsimile to the parties at the following addresses or to such other address as either party may specify:

If to the COUNTY:

Miami-Dade County
Department of Human Services
2525 NW 62nd Street, Suite 4225
Miami, Florida 33147
Attention: Ms. Michaela Doherty

If to the PROVIDER:

Biscayne Park Police Department
640 NE 114th Street
Biscayne Park, FL 33161
Attention: Chief Mitch Glansbeg

XIV. AUTONOMY. Both parties agree that this Contract recognizes the autonomy of and stipulates or implies no affiliation between the contracting parties. It is expressly understood and intended that the Provider is only a recipient of funding support and is not an agent or instrumentality of the County. Furthermore, the Provider's agents and employees are not agents or employees of the County.

XV. BREACH OF AGREEMENT: COUNTY REMEDIES.

A. Breach. A breach by the Provider shall have occurred under this Contract if: (1) The Provider fails to provide services outlined in the Scope of Services (Attachment A) within the effective term of this Contract; (2) the Provider ineffectively or improperly uses the funds allocated under this Contract; (3) the Provider fails to submit, or submits incorrect or incomplete proof of expenditures to support reimbursement requests or fails to submit or submits incomplete or incorrect detailed reports of expenditures or final expenditure reports; (4) the Provider does not submit or submits incomplete or incorrect required reports; (5) the Provider refuses to allow the County access to records or refuses to allow the County to monitor, evaluate and review the Provider's program; (6) the Provider discriminates under any of the laws outlined in Section XII of this Contract; (7) the Provider fails to provide Domestic Violence Leave to its employees pursuant to local law; (8) the Provider falsifies or violates the provisions of the Drug Free Workplace Affidavit (Attachment D); (9) the Provider attempts to meet its obligations under this Contract through fraud, misrepresentation or material misstatement; (10) the Provider fails to correct deficiencies found during a monitoring, evaluation or review within the specified time; (11) the Provider fails to meet any of the terms and conditions of the Miami-Dade County Affidavits (Attachment D); (12) the Provider fails to meet any of the terms and conditions of any obligation under any contract or otherwise or any repayment schedule to any of its agencies or instrumentalities; or (13) the Provider fails to fulfill in a timely and proper manner any and all of its obligations, covenants, agreements and stipulations in this Contract. Waiver of breach of any provisions of this Contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Contract.

B. County Remedies. If the Provider breaches this Contract, the County may pursue any or all of the following remedies:

1. The County may terminate this Contract by giving written notice to the Provider of such termination and specifying the effective date thereof at least five (5) days before the effective date of termination. In the event of termination, the County may: (a) request the return of all finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports prepared and secured by the Provider with County funds under this Contract; (b) seek reimbursement of County funds allocated to the Provider under this Contract; (c) terminate or cancel any other contracts entered into between the County and the Provider. The Provider shall be responsible for all direct and indirect costs associated with such termination, including attorney's fees;

2. The County may suspend payment in whole or in part under this Contract by providing written notice to the Provider of such suspension and specifying the effective date thereof, at least five (5) days before the effective date of suspension. If payments are suspended, the County shall specify in writing the actions that must be taken by the Provider as condition precedent to resumption of payments and shall specify a reasonable date for compliance. The County may also suspend any payments in whole or in part under any other contracts entered into between the County and the Provider. The Provider shall be responsible for all direct and indirect costs associated with such suspension, including attorney's fees;

3. The County may seek enforcement of this Contract including but not limited to filing action with a court of appropriate jurisdiction. The Provider shall be responsible for all direct and indirect costs associated with such enforcement, including attorney's fees;

4. The County may debar the Provider from future County contracting;

5. If, for any reason, the Provider should attempt to meet its obligations under this Contract through fraud, misrepresentation or material misstatement, the County shall, whenever practicable terminate this Contract by giving written notice to the Provider of such termination and specifying the effective date thereof at least five (5) days before the effective date of such termination. The County may terminate or cancel any other contracts which such individual or entity has with the County. Such individual or entity shall be responsible for all direct or indirect costs associated with such termination or cancellation, including attorney's fees. Any individual or entity who attempts to meet its contractual obligations with the County through fraud, misrepresentation or material misstatement may be disbarred from County contracting for up to five (5) years;

6. Any other remedy available at law or equity.

C. The County Manager is authorized to terminate this Contract on behalf of the County.

D. Damages Sustained. Notwithstanding the above, the Provider shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract, and the County may withhold any payments to the Provider until such time as the exact amount of damages due the County is determined. The Provider shall be responsible for all direct and indirect costs associated with such action, including attorney's fees.

XVI. TERMINATION BY EITHER PARTY. Both parties agree that this Contract may be terminated by either party hereto by written notice to the other party of such intent to terminate at least sixty (60) days prior to the effective date of such termination. The County Manager is authorized to terminate this Contract on behalf of the County.

XVII. PROJECT BUDGET AND PAYMENT PROCEDURES. The Provider agrees that all expenditures or costs shall be made in accordance with the Budget which is attached herein and incorporated hereto as Attachment B.

A. Budget Variance. Funds may be shifted between approved line items, not to exceed fifteen percent (15%) of the total budget, without a written amendment. Variances greater than fifteen percent (15%) in any approved line item shall require a written amendment approved by the Department.

B. Recapture Funds. At the conclusion of the third quarter and upon submission of the Quarterly Performance Report and Invoice, the County will review the Provider's Year-To-Date expenditures.

1. Municipalities reporting remaining balances which exceed expenditure levels for normal program operations must submit a plan with the Third Quarter Report which documents those steps the municipality will take in the Fourth Quarter to fully expend the contract by the end of the program year.

2. This expenditure plan must be approved by the County.

3. Where the municipality does not anticipate full expenditures by the end of the program year, the County will recapture the anticipated unexpended amount for use in another program, without a formal amendment process.

C. Payment Procedures. The County agrees to pay the Provider for services rendered under this Contract based on the line item budget incorporated herein and attached hereto as Attachment B. The parties agree that this is a cost-basis Contract and the Provider shall be paid through reimbursement payment for allowable expenses on the budget approved under this Contract (see Attachment B). The Provider agrees to invoice the County for each **Criminal Justice Record Improvement** using the Quarterly Project Performance Report & Invoice as it appears in Attachment C, and to do so on a quarterly basis, as stated in Section XIX. B.1. The Quarterly Project Performance Report & Invoice shall be prepared in a manner in accordance with the form provided in Attachment C. The final Quarterly Project Performance Report & Invoice shall be submitted by October 15, 2008.

D. The Provider agrees to mail all invoices to the address listed above, Section XIII.

E. The County agrees to review invoices and to inform the Provider of any questions. Payments shall be mailed to the Provider by the County's Finance Department.

F. No payment of subcontractors. In no event shall county funds be advanced directly to any subcontractor hereunder.

XVIII. INVENTORY - CAPITAL EQUIPMENT AND REAL PROPERTY.

A. Acquisition of Property. The Provider is required to be prudent in the acquisition and management of property with federal funds. Expenditure of funds for the acquisition of new property, when suitable property required for the successful execution of projects is

already available within the Provider organization, will be considered an unnecessary expenditure.

B. Screening. Careful screening should take place before acquiring property in order to ensure that it is needed with particular consideration given to whether equipment already in the possession of the Provider organization can meet identified needs. While there is no prescribed standard for such review, the Provider procedures may establish levels of review dependent on factors such as the cost of the proposed equipment and the size of the Provider organization. The establishment of a screening committee may facilitate the process; however, the Provider may utilize other management techniques which it finds effective as a basis for determining that the property is needed and that it is not already within the Provider's organization. The County must ensure that the screening referenced above takes place and that the Provider has an effective system for property management. The Provider is hereby informed that if the County is made aware that the Provider does not employ an adequate property management system, project costs associated with the acquisition of the property may be disallowed.

C. Loss, Damage or Theft of Equipment. The Provider is responsible for replacing or repairing the property which is willfully or negligently lost, stolen, damaged or destroyed. Any loss, damage, or theft of the property must be investigated and fully documented and made part of the official project records.

D. Equipment Acquired with Crime Control Act Block/Formula Funds. Equipment acquired shall be used and managed to ensure that the equipment is used for criminal justice purposes.

E. Management. The Provider's procedures for managing equipment (including replacement), whether acquired in whole or in part with project funds, will, at a minimum, meet the following requirements: 1) Property records must be maintained which include description of property, serial number or other identification number, source of the property, identification of who holds the title, acquisition date, costs of the property, percentage of County participation in the cost of the property (Federal funds), location of property, use and condition of the property, disposition data including the date of disposal and sale price; 2) a physical inventory of the property must be taken and the results reconciled with the property records at least once every 2 years; 3) a control system must exist to ensure adequate safeguards to prevent loss, damage or theft of the property. Any loss, damage, or theft shall be investigated by the Provider as appropriate; 4) adequate maintenance procedures must exist to keep the property in good condition; and 5) if the Provider is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.

F. Retention of Property Records. Records for equipment, nonexpendable personal property, and real property shall be retained for a period of 3 years from the date of the disposition or replacement or transfer at the discretion of the County. If any litigation, claim, or audit is started before the expiration of the 3-year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

XIX. RECORDS, REPORTS, MONITORING AUDITS, AND EVALUATION STUDIES.

The Provider shall keep records of program services in sufficient detail to provide any reports that may be requested by the County.

A. Records. All program records will be retained by the Provider for not less than three (3) years beyond the term of this Agreement. In accordance with contract requirements from the State of Florida, records for the **Criminal Justice Record Improvement Project** services must reflect:

1. The names of staff providing services as described in Attachment A.
2. The dates and number of hours the staff provided services.
3. The dates of services and activities and the names of program participants in attendance to such as described in Attachment A.
4. The records of all other program services provided under this Agreement.

B. Reporting Requirements.

1. Quarterly Project Performance Report and Invoice. The Provider shall submit the Quarterly Project Performance Report and Invoice to the Department of Human Services by January 15, April 15, July 15, and October 15, 2008 covering the Agreement activity for the previous quarter. The Quarterly Project Performance Report and Invoice shall be submitted in the format and using the form attached hereto as Attachment C.

2. Other Required Reports. The Provider shall submit other reports as may be required by the Department of Human Services during the program year.

C. Changes to Reporting Requirements. The Provider understands that the County may at any time require changes in data collected, records or reporting, as may be necessary and agrees to comply with any such modifications.

D. Monitoring and Audit. The Provider shall make available for review, inspection, monitoring or audit by the County without notice during normal business hours all financial records and other program records and documents which relate to or have been produced or created as a result of this Agreement. The Provider shall provide assistance as may be necessary to facilitate a financial/program audit when deemed necessary by the County to ensure compliance with applicable accounting and financial standards. The County reserves the right to require the Provider to submit to an audit of the County's choosing. Furthermore, the Provider understands, it may be subject to an audit, random or otherwise, by the Office of the Dade County Inspector General or independent private sector inspector general retained by the Office of the Inspector General.

E. Office of Miami-Dade County Inspector General. Miami-Dade County has established the Office of the Inspector General, which is empowered to perform random audits on all County contracts throughout the duration of each contract. Grant recipients are exempt from paying the cost of the audit, which is normally 1/4 of 1% of the total contract amount.

The Miami-Dade County Inspector General is authorized and empowered to review past, present and proposed County and Public health Trust Programs, contracts, transactions, accounts, records, and programs. In addition, the Inspector General has the power to subpoena witness, administer oaths, require the production of records and monitor existing projects and programs. Monitoring of an existing project or program may include a report

concerning whether the project is on time, within budget and in compliance with plans, specifications and applicable law.

The Inspector General is empowered to analyze the necessity of and reasonableness of proposed change orders to the Contract. The Inspector General is empowered to retain the services of independent private sector inspectors general to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process including but not limited to project design, bid specifications, proposal submittals, activities of the Provider, its officers, agents and employees, lobbyists, County staff and elected officials to ensure compliance with contract specifications and to detect fraud and corruption

Upon ten (10) days prior written notice to the Provider from the Inspector General or IPSIG retained by the Inspector General, the Provider shall make all requested records and documents available to the Inspector General or IPSIG for inspection and copying. The Inspector General and IPSIG shall have the right to inspect and copy all documents and records in the Provider's possession, custody or control which, in the Inspector General or IPSIG's sole judgment, pertain to performance of the contract, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and Contracts from and with successful and unsuccessful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, proposal and contract documents, back-charge documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records.

The provisions in this section shall apply to the Provider, its officers, agents, employees, subcontractors and suppliers. The Provider shall incorporate the provisions in this section in all subcontracts and all other Contracts executed by the Provider in connection with the performance of the contract.

Nothing in this contract shall impair any independent right of the County to conduct audit or investigative activities. The provisions of this section are neither intended nor shall they be construed to impose any liability on the County by the Provider or third parties.

F. Independent Private Sector Inspector General Reviews. Pursuant to Miami-Dade County Administrative Order 3-20, the Provider is aware that the County has the right to retain the services of an Independent Private Sector Inspector General ("IPSIG"), whenever the County deems it appropriate to do so. Upon written notice from the County, the Provider shall make available to the IPSIG retained by the County, all requested records and documentation pertaining to this agreement for inspection and copying. The County shall be responsible for the payment of these IPSIG services, and under no circumstances shall the Provider's budget and any changes thereto approved by the County, be inclusive of any changes relating to these IPSIG services.

The terms of this provision herein, apply to the Provider, its officers, agents, employees, subconsultants and assignees. Nothing contained in this provision shall impair any independent right of the County to conduct an audit or investigate the operations, activities and performance of the Provider in connection with this Contract. The terms of this Section shall not impose any liability on the County by the Provider or any third party.

G. Evaluation Studies. The Provider agrees to participate in evaluation studies sponsored by the administrative agent for these funds from the Florida Department of Law Enforcement, Business Support Program, Office of Criminal Justice Grants. This participation shall at a minimum include access to the Provider's premises and records.

XX. PROHIBITED USE OF FUNDS.

A. Adverse Actions or Proceeding. The Provider shall not utilize County funds to retain legal counsel for any action or proceeding against the County or any of its agents, instrumentalities, employees or officials. The Provider shall not utilize County funds to provide legal representation, advice or counsel to any client in any action or proceeding against the County or any of its agents, instrumentalities, employees or officials.

B. Religious Purposes. County funds shall not be used for religious purposes.

C. Commingling Funds. The Provider shall not commingle funds provided under this Contract with funds received from any other funding sources.

XXI. MISCELLANEOUS.

A. Contract. This Contract is the complete and exclusive statement of all the arrangements between the County and the Provider regarding provision of the services described in Attachments A and B. Nothing herein shall alter, affect, modify, change or extend any other agreement between the Provider and the County unless specifically stated herein.

B. Amendments and Modifications. Except as otherwise enumerated herein, no amendment to this Contract shall be binding on either party unless reduced to writing, signed by both parties, and approved by the County Manager. Provided, however, that the County may effect amendments to this Contract without the written consent of the Provider, to conform this Contract to changes in the laws, directives, guidelines, and objectives of County, State and Federal Governments.

Any alterations, variations, amendments, or other modifications of this Contract, including but not limited to amount payable and effective term, shall only be valid when they have been reduced to writing, duly approved and signed by both parties and attached to the original of this Contract.

The County and Provider mutually agree that amendments of the Scope of Service, line item budget of more than fifteen percent (15%) of the total budget set forth herein and other such revisions may be negotiated as written amendment to this Contract between the parties. The County Manager is authorized to make amendments to this Contract as described herein on behalf of the County.

C. Ownership of Data and Other Material. All reports, information documents, tapes and recordings, maps and other data and procedures developed, prepared, assembled or completed by the Provider in connection with the duties and responsibilities undertaken by the Provider in accordance with the terms of this Contract shall become the property of the County without restriction, reservation or limitation of their use and shall be made available to the County by the Provider at any time upon request by the County. Upon completion of all work contemplated under this Contract, copies of all of the above data shall be delivered to the County upon request.

D. Contract Guidelines. This Contract is made in the State of Florida and shall be governed according to the laws of the State of Florida. Proper venue for this Contract shall be Miami-Dade County, Florida.

E. Publicity. It is understood and agreed between the parties hereto that this Provider is funded by Miami-Dade County. Further, by acceptance of these funds, the Provider agrees that events and printed documents funded by this Contract shall recognize the funding source as follows:

This program was supported by a grant awarded to the Miami-Dade County Department of Human Services, the Florida Department of Law Enforcement (FDLE) and the U.S. Department of Justice, Bureau of Justice Assistance (BJA).

F. Subcontracts. The Provider agrees not to enter into subcontracts, retain consultants, or assign, transfer, convey, sublet, or otherwise dispose of this Contract, or any or all of its rights, title or interest herein, or its power to execute such Contract without the prior written approval of the County and that all subcontractors or assignees shall be governed by the terms and conditions of this Contract. If this Contract involves the expenditure of \$100,000 or more by the County and the Provider intends to use subcontractors to provide the services listed in the Scope of Services (Attachment A) or suppliers to supply the materials, the Provider shall provide the names of the subcontractors and suppliers on the form attached as Attachment E. The Provider agrees that it will not change or substitute subcontractors or suppliers from those listed in Attachment E without prior written approval of the County.

G. Headings, Use of Singular and Gender. Paragraph headings are for convenience only and are not intended to expand or restrict the scope or substance of the provisions of this Contract. Wherever used herein, the singular shall include the plural and plural shall include the singular and pronouns shall be read as masculine, feminine or neuter as the context requires.

H. Total of Contract/Severability of Provisions. This twelve (12) page Contract with its recitals on the first page of the Contract and with its attachments as referenced below contain all the terms and conditions agreed upon by the parties:

Attachment A:	Scope of Services
Attachment B:	Budget
Attachment C:	Quarterly Project Performance Report & Invoice
Attachment D:	Miami-Dade County Affidavits
Attachment D1:	Code of Business Ethics
Attachment D2:	Miami-Dade County Debarment Disclosure Affidavit
Attachment D3:	State Public Entities Crime Affidavit
Attachment E:	Provider's Disclosure of Subcontractors and Suppliers

No other Contract, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or bind any of the parties hereto. If any provision of this Contract is held invalid or void, the remainder of this Contract shall not be affected thereby if such remainder would then continue to conform to the terms and requirement of applicable law.

II. **SCOPE OF SERVICES.** The Provider agrees to render services in accordance with the Scope of Services incorporated herein and attached hereto as Attachment A.

III. **EFFECTIVE TERM.** The effective term of this Agreement shall be from **October 1, 2007 through September 30, 2008.**

IV. **CASH MATCH REQUIREMENT.** The Provider shall maintain sufficient financial resources to meet the expenses incurred during the period between the provision of services and payment by the County, **including the required 25% Cash Match**, and provide all equipment and supplies required for the provision of services.

V. **REQUIREMENTS RELATED TO USE OF ANTI-DRUG ABUSE FUNDS UNDER THE DRUG CONTROL AND SYSTEM IMPROVEMENT PROGRAM**

A. **Requirements of the Anti-Drug Abuse Act.** The Provider agrees to abide by all of the requirements of the Anti-Drug Abuse Act of 1988 under the Drug Control and System Improvement Formula Grant Program, including Rule Chapter 9B-61 of the Florida Administrative Code. Furthermore, the Florida Department of Law Enforcement, Business Support Program, Office of Criminal Justice Grants, Edward Byrne Memorial State and Local Law Enforcement Assistance Formula Grant Program Application for Funding Assistance and all laws, rules, regulations relating thereto are incorporated herein by reference as if fully set forth.

B. **Supplanting.** The Provider agrees that funds received under this Contract shall be utilized to supplement, not supplant state or local funds, and will be used to increase the amounts of such funds that would, in the absence of grant funds, be made available for anti-drug law enforcement activities, in accordance with Rule Chapter 9B-61.006 (5), Florida Administrative Code.

VI. **CONTINUITY OF SERVICES.** Provider agrees to provide optimal continuity of services by assuring that services are provided by the same person whenever possible and, if not, by a qualified replacement when necessary.

VII. **PROGRAM CONTACT.** Provider shall designate a contract coordinator who shall be responsible for: 1) monitoring the Provider's compliance with the terms of this Contract and; 2) whenever the County so requests, meeting with County staff to review such compliance.

VIII. **INDEMNIFICATION BY THE PROVIDER.** The Provider shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Contract by the Provider or its employees, agents, servants, partners, principals or subcontractors. Provider shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Provider expressly understands and agrees that any insurance protection required by this Contract or otherwise provided by Provider shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their respective and duly authorized officers, the day and year first above written.

Frank R. Spence
Signature

Village MANAGER
Title

FRANK R. SPENCE
Name (typed)

ATTEST:

By: _____

By: _____
(Corporate Seal)

ATTEST:

MIAMI-DADE COUNTY, FLORIDA

HARVEY RUVIN, CLERK

By: _____
DEPUTY CLERK

By: _____
GEORGE M. BURGESS
COUNTY MANAGER

APPROVED AS TO FORM:

John J. Hearn
Village Attorney
Village of Biscayne Park

SUMMARY OF ATTACHMENTS

ATTACHMENT A	Scope of Services/ Program Narrative
ATTACHMENT B	Program Budget
ATTACHMENT C	Quarterly Project Performance Report & Invoice
ATTACHMENT D	Miami-Dade County Affidavits
ATTACHMENT D1	Code of Business Ethics
ATTACHMENT D2	Miami-Dade County Debarment Disclosure Affidavit
ATTACHMENT D3	State Public Entities Crime Affidavit
ATTACHMENT E	Provider's Disclosure of Subcontractors and Suppliers

VILLAGE OF BISCAYNE PARK
PARKS & PARKWAYS ADVISORY BOARD
MEMBERSHIP

Dan Keys, Chairman
1107 NE 118th St.
305-895-9920 - home
keypalmnut@aol.com
Comm. Anderson appointed

Lynn Fischer
11605 NE 10th Ave.
305-891-4787
fish009@bellsouth.net
Mayor Hornbuckle appointed 4/10/07

Barbara K. Kuhl, Vice-Chairman
777 NE 111th St.
305-893-9173 - home
thunder_mom@juno.com
Comm. Morris appointed 10/2/07

Lisa Peterson
11926 Griffing Blvd.
305-333-9955
Comm. Walker appointed 5/15/07
Resigned 10/31/07

Frank Rabi
11801 NE 11th Ave.
305-893-6598
Comm. Mallette appointed 5/8/07

Established Ord. 2007-2 approved March 6, 2007
Organizational meeting 9/19/07
Meets and 6:30 pm in Recreation Center

VILLAGE OF BISCAYNE PARK
PLANNING & ZONING BOARD
MEMBERSHIP

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

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

Brett Shinn
820 N.E. 109th Street
Biscayne Park FL 33161
786-488-3825
BCShinn@Bellsouth.net
Recommended by Comm. Morris

Hans Laurenceau
770 N.E. 113th Street
Biscayne Park FL 33161
305-710-7975
Hans@HansLarenceau.com
Recommended by Commissioner
Anderson

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

Alternate
Elizabeth P. Hornbuckle
950 N.E. 117th Street
Biscayne Park FL
786-282-7699
Appointed 8/7/07

Alternate
Mario L. Rumiano
12020 N.E. 5th Ave.
Biscayne Park FL 33161
786-417-3610
Appointed 8/7/07

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

BISCAYNE PARK POLICE DEPARTMENT

MEMORANDUM

TO: Mr. Frank Spence, Village Manager
FROM: Chief Mitchell Glansberg
DATE: October 22, 2007
CC: Forfeiture Account File
RE: **Certification of Use of Federal Forfeiture Funds**

Problem Identification:

In recent weeks, there has been a marked increase in police involved shooting wherein police officers were assaulted and shot at with "high-powered- assault style rifles." One of these events resulted in the death of one officer and three others were seriously injured by the same attacker. To that end, police departments in and around South Florida have taken prudent steps to equip their police officers with adequate weapons that will improve our chances to survive an attack from the high powered weapons carried by these criminals. It will also be necessary that our officers attend the specialized training that is necessary in order to carry and use these special weapons.

Proposed Measures:

I propose that each full time village police officer and supervisor be equipped with an approved police style carbine rifle upon completion of an approved course of instruction on the use of this weapon. The training will also consist of review of and instruction on the department policy related to this weapon.

Cost:

- (1) The cost of each police carbine is approximately \$659.00 + accessories for a total of approximately \$750.00 per unit.
 - (2) The cost of the firearms range and classroom training and ammunition is approximately \$500.00-\$750.00.
-

10 carbines x 750.00	= \$7500.00
Training for 10 officers/supervisors	= \$750.00
<hr/>	
Total Project cost is approximately	= \$8,250.00

CERTIFICATION:

I, Mitchell S. Glansberg, Chief of Police, certify that all funds from the above source 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.

Mitchell S. Glansberg
Mitchell S. Glansberg
Chief of Police

10/22/07
Date

LOU'S POLICE & SECURITY EQUIPMENT, INC.

4149 PALM AVENUE
HIALEAH, FL 33012
TEL : 305-822-5362 • FAX: 305-822-9603
EMAIL: LINDA@LOUSPOLICE.COM

Quotation

TO:

Biscayne Park Police

Attn: Chief Mitch Glansberg

PH: 305-899-8000x228

FX: 305-891-7241

Quotation #

Date

101607-6

October 16, 2007

Item	Qty	Description	Per Unit	Ext
		FOB	Dept / Req #	Terms
		Bushmaster 223cal Patrolman's Carbine		
		16" Barrel, Birdcage Suppressor		
		6 Position Telestock,30rd Magazine		
		A2 -Fixed Carry Handle		659.00
		A3 - Removable Carry Handle		750.00
		Freight/Insurance per Rifle		15.00
		We are a full line dealer and carry a wide variety of optics, slings, carry cases, etc.		
		Please let me know if we may be of further assistance. Thank you.		
		LINDA RICCOBONO/Law Enforcement Sales	Shipping	
		Lou's Police & Security Equipment, Inc.	Total	

From: steve@stevebernardarchitect.com [mailto:steve@stevebernardarchitect.com]
Sent: Monday, October 22, 2007 9:54 AM
To: Village Manager; attyhearn@aol.com
Cc: bpmgrspence@gmail.com
Subject: Re: Roofs

Manager Spence,

I think that it is completely appropriate to start a new year with an effort to review, clean up, and update our Code, especially since we've got Municode working on it. There are several outdated items, and several unclear sections, including metal roofs.

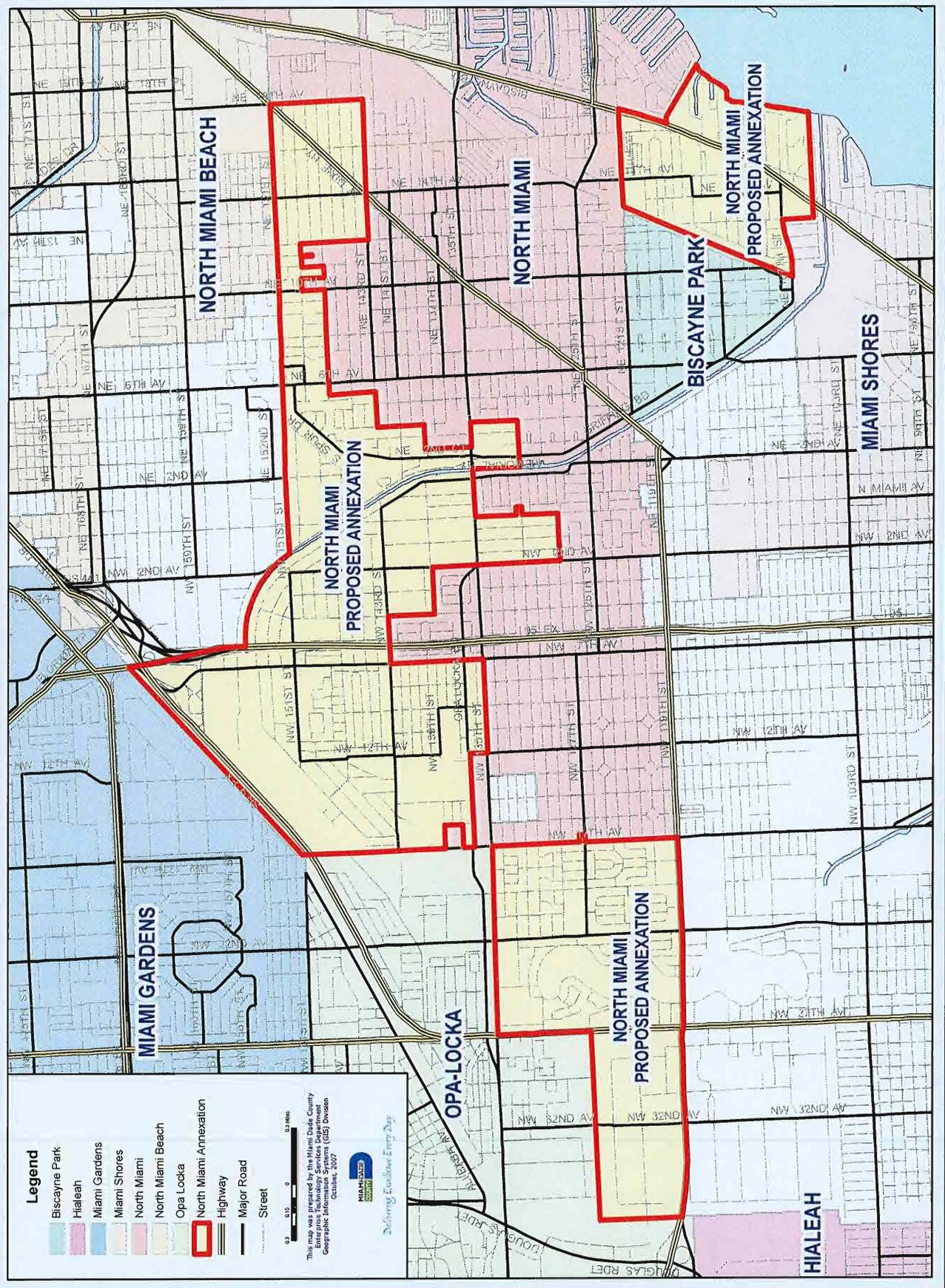
It will be difficult and complicated, but well worth it. I would suggest that a Committee be formed to handle the brunt of the review and updating, and include our Attorney in the later stages to make sure everything is legal.

The Committee should be made up of technically trained people, as well as a few lay people. If you think it's appropriate to bring up at the next (and final Commission of this term), even though the Commission may change after the December election, then I don't mind sponsoring it and preparing some facts and specific items that need cleaning up, as an example of why it's important.

Sincerely,

Steve Bernard

8D



Legend

- Biscayne Park
- Hialeah
- Miami Gardens
- Miami Shores
- North Miami
- North Miami Beach
- Opa Locka
- North Miami Annexation
- Highway
- Major Road
- Street



This map was prepared by the Miami-Dade County Geographic Information Systems (GIS) Division
October, 2007



VILLAGE OF BISCAYNE PARK

MEMORANDUM

**TO: Mayor Hornbuckle and
Commission Members**

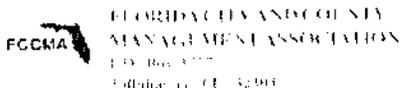
**FROM: Frank R. Spence
Village Manager**



DATE: November 1, 2007

**SUBJECT: AUTHORIZATION TO ATTEND 2008 FCCMA WINTER
INSTITUTE**

Authorization is requested for the Village Manager to attend the annual 2008 Florida City/County Management Association's Winter Institute to be held in St. Augustine, February 6-8, 2008. Attendance at this training session is part of my requirement to have 40 hours of credits to maintain my professional credentials. Funds are in the budget.



Florida City and County Management Association



2008 Winter Institute

**Register
TODAY!**

2008 Winter Institute

Transformation
through
Conversational Leadership

February 6 - 8, 2008
St. Augustine, Florida

Transformation
through
Conversational Leadership

February 6 - 8, 2008
Casa Monica Hotel
St. Augustine, Florida

2008 Winter Institute

Welcome to the Fourteenth Annual Florida City County Management Association's Winter Institute! Brought back by popular demand, the Jorgensen Learning Center will facilitate this year's Institute "Transformation through Conversational Leadership"

Dr. Jorgensen's ground-breaking conversational leadership techniques will be shared in a collaborative World Cafe environment. This year's Institute will provide new insights and practice into the emerging concepts and tools of conversational leadership, and highlight the learning disciplines of personal mastery and shared vision first introduced by Peter Senge. A special section on "eight steps to systemic change" will be included in this event. In addition, a copy of the JLC Meeting Protocol, "Eight Steps to Change," an event handbook and John Kotter's "My Iceberg is Melting" will be provided to all attendees. Personal reflection journals will also be made available to the participants.

The program and planned activities will explore how conversational leadership can be effectively used in the system to produce alignment and engagement leading to enhanced results. Through a combination of keynote addresses, relevant scenario experiential learning exercises, and interactive discussions, the Institute's program will challenge the thinking of participants as it relates to sustaining an organizational change movement in your organization. A longer-term goal of the program is to establish (or continue to refine) regional "Learning Communities" comprised of manager colleagues that regularly meet to discuss the application of the theories, methods, and tools presented and learned at the Winter Institutes.

2008 Winter Institute Agenda

Wednesday, February 6, 2008	
6:00 p.m.	Welcome Reception
Thursday, February 7, 2008	
8:00-9:00 a.m.	Registration and Continental Breakfast
9:00-9:30 a.m.	Welcome and Overview of the Institute
9:30-12:00 p.m.	Keynote Address and Interactive Discussion Conversational Leadership: Learning as a Team Dr. Ray Jorgensen, Founder and Director, Jorgensen Learning Center (JLC)
12:00-1:15 p.m.	Lunch
1:30-4:30 p.m.	Conversational Leadership Concepts of conversational leadership as applied in relevant local government scenarios and interactive discussions. Dr. Ray Jorgensen, JLC Facilitators and Participants
Friday, February 8, 2008	
8:00-9:00 a.m.	Continental Breakfast
9:00-11:00 a.m.	Alignment and Personal Mastery Using the disciplines of personal mastery and shared vision we'll demonstrate how to achieve alignment and engagement in the system Dr. Ray Jorgensen, JLC Facilitators and Participants
11:15-12:00 p.m.	Refining the Learning Communities Designing and Sustaining the Learning Communities: Exploring the establishment of teams of colleagues and peers to regularly meet and discuss the application of the theories, methods, and tools presented and learned at the Winter Institutes. Dr. Ray Jorgensen, JLC Facilitators and Participants

2008 Winter Institute

The FCCMA 2008 Winter Institute will be held at the Casa Monica Hotel in beautiful and historic St. Augustine, Florida. The Conversational Leadership sessions begin Thursday morning, February 7, 2008 and will conclude Friday afternoon, February 8, 2008, at 12:00 noon. A more detailed agenda will be mailed with confirmation of registration. Registration is limited to a maximum of 80 participants and will be filled on a first-come, first-served basis. Cancellations must be received in writing by January 31, 2008 to receive a refund. Substitutions are allowed.

HOTEL INFORMATION

Please call the Casa Monica Hotel directly at (904) 827-1888 to make your hotel reservations. Ask for the FCCMA room rate of \$169 per night (plus \$10 per night resort fee.) The deadline for this room rate is January 6, 2008, although hotel room block may fill prior to this.

Casa Monica Hotel
95 Cordova Street
St. Augustine, Florida 32084
904-827-1888

AT-A-GLANCE

DATE: February 6 - 8, 2008
LOCATION: St. Augustine, Florida
REGISTRATION FEE: \$325
CANCELLATION FEE: \$25
REGISTRATION DEADLINE:
January 7, 2008

Registration

To register for the FCCMA 2008 Winter Institute, please complete this form to include your payment of \$325 and mail or fax to the address listed below. Checks should be made payable to the Florida City and County Management Association. If paying by Visa or Mastercard, please include the card number and expiration date. **IMPORTANT: Registration is limited to a maximum of 80 Managers, Deputy Managers and Assistant Managers.**

Name (as you wish it to appear on your name tag)		Title	
Agency		City/County	
Address			
City		State/Zip	
Phone #	Fax #	Email (for confirmation letter)	
Check#	VISA or MC Card Type (circle one)	Card #	Exp. Date

Note: Please remember to include your email above, as confirmation of registration is sent to your email address.

Send to: FLORIDA CITY AND COUNTY MANAGEMENT ASSOCIATION, P.O. BOX 1757, Tallahassee, FL 32302
PH (850) 222-9684 FAX (850) 222-3806 WEB: www.fccma.org



VILLAGE OF BISCAYNE PARK

**Office of Village Manager
Frank R. Spence**

MEMORANDUM

TO: Mayor Hornbuckle and Commissioners

DATE: November 1, 2007

**FROM: Frank R. Spence
Village Manager *Frank R. Spence***

SUBJECT: APPROVE CHANGE ORDER #3 TO TRW CONTRACTING FOR ADDITIONAL STORMWATER DRAINAGE IMPROVEMENT PROJECT (PHASE 2A) IN THE AMOUNT OF \$75,612.00.

This contract will complete the drainage project along NE 9th Avenue between NE 113th and 115th Streets. We already own the three large concrete catch basins that you may have seen on the corner that would be used in this project. Since we did not receive any funds from the legislature this year for storm water drainage improvements, the cost of this contract will be paid 100% by the Village out of surplus CITT funds.

Therefore, it is my recommendation that Commission approve Change Order #3 and the contract with TRW Contracting, Inc., for Phase 2A, Biscayne Park Drainage Improvements, in the amount of \$75,612.00, to be funded out of surplus CITT funds.

bpmgrspence@gmail.com

8G

TRW CONTRACTING INC.

7880 West 20th Ave., Bay 27 Hialeah, FL 33016
Tel No: (305) 698-3930 Fax No: (305) 698-3929 or (305) 940-9974

Proposal No. 20703

PROPOSAL

Sheet No. 1 of 1

Date: October 24, 2007

Proposal Submitted To		Work To be Performed At	
Name	VILLAGE OF BISCAYNE PARK	Street:	BISC. PARK DRAINAGE IMPROVE. (PHASE 2A)
Street	Village Clerk Office	City	NE 9th Ave. between NE 113th street to NE 115th street
City	640 NE 114th Street	Date of Plans	Village of Biscayne Park, Florida
State	Biscayne Park	Architect	06/06/2007
Tel. No:	Florida 33161		A & P Consulting Transportation Engineers Corp.
Fax No:	(305) 899-8000		
	(305) 891-7241		

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

PHASE 2A: As per specification and plan Sheet No: G-01, G-02, G-03 & G-04

- 1 Catch basin D3<8'-0" = 2 Each, Catch basin J10<8'-0" = 2 Each, 24" exfiltration trench = 180 LF W/ 10' LF HDPE solid pipe, 18" HDPE solid pipe = 60 LF, R-60-15/24 ABS Baffle w/ C.O. = 2 Each.
- 2 8"x7' Asphalt Around proposed Inlet = 4 Each
- 3 Crossing Pavement Restoration, Sodding Restoration, Engineering Layout & Grades
- 4 Maintenance of traffic = 30 days

LUMPSUM: \$ 75,612.00

If you have any questions, please give us a call at (305) 687-6871 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

Seventy Five Thousand Six Hundred Twelve Dollars and No Cents.....(\$75,612.00)

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: _____



VILLAGE OF BISCAYNE PARK

**Office of Village Manager
Frank R. Spence**

MEMORANDUM

TO: Mayor Hornbuckle and Commissioners

DATE: November 1, 2007

**FROM: Frank R. Spence
Village Manager**

SUBJECT: APPROVE CHANGE ORDER #4 TO TRW CONTRACTING, INC., TO COMPLETE SIDEWALK INSTALLATION AROUND THE RECREATION FIELD AND PARK IN THE AMOUNT OF \$17,500.00.

The Change Order and contract award to our current contractor, TRW CONTRACTING, will complete the construction of the 5' wide concrete sidewalk around the park. It will consist of approximately 600 LF on the east side of NE 9TH Avenue between NE 113th & 115th Streets, with two (2) handicap ramps as required by ADA. Funding for this project will come out of surplus CITT funds.

Therefore, it is my recommendation that Commission approve Change Order #4 and the contract with TRW CONTRACTING, INC., for the installation of approximately 600 LF of 4" concrete sidewalk with two handicap ramps in amount of \$17,500.00, to be funded out of surplus CITT funds.

bpmgrspence@gmail.com

8H

TRW CONTRACTING INC.

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

Proposal No. 20702

PROPOSAL

Sheet No. 1 of 1

Date October 24, 2007

Proposal Submitted To		Work To be Performed At	
Name	VILLAGE OF BISCAYNE PARK Village Clerk Office	Street:	CONST. OF NEW 5' WIDE CONCRETE SIDEWALK NE 9th Ave. between NE 113th st to NE 115th street
Street	640 NE 114th Street	City	Village of Biscayne Park, Florida
City	Biscayne Park	Date of Plans	None
State	Florida 33161	Architect	Design Built
Tel No:	(305) 893-4346		
Fax No:	(305) 893-4345		

We hereby propose to furnish the equipments, materials and perform the labor necessary for the completion of
CONSTRUCTION OF NEW 5' WIDE CONCRETE SIDEWALK & HANDICAP RAMPS.

(1) Furnish & install new 5' wide x 4" thick concrete sidewalk with approximately 600 LF at the east side of NE 9th Avenue between NE 113th street to NE 115th street to tie into existing sidewalk with two (2) handicap ramps Works include subgrading, Engineering layout & grades.
 Excluded: Sod restoration are by others.

TOTAL: \$17,500.00

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

Seventeen Thousand Five Hundred Dollars and No Cents.....(\$17,500.00)

with payments to be made as follows:
100% upon completion

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: _____