



The Village of Biscayne Park

640 NE 114th St., Biscayne Park, FL 33161

Telephone: 305 899 8000 Facsimile: 305 891 7241

AGENDA
REGULAR COMMISSION MEETING
Ed Burke Recreation Center - 11400 NE 9th Court
Biscayne Park, FL 33161
Tuesday, September 1, 2015 at 7:00pm



Indicates back up documents are provided.

1 Call to Order

2 Roll Call

3 Pledge of Allegiance

4 Presentations



4.a Proclamation - Marie O'Quinn Day



4.b Proclamation - September 2015 is Childhood Cancer Awareness Month



4.c Proclamation - September is Hunger Action Month
Ted Hutchinson, Government Affairs & Advocacy Manager for Feeding South Florida



4.d Damien Morgan - American Cancer Society - Relay for Life taking place in the Village in April 2016.

4.e Gavin McKenzie, President of McKenzie Construction - presentation of dais design for Log Cabin restoration project

4.f Recreation Advisory Board - Appreciation to Children's Safety Day participants

5 Additions, Deletions or Withdrawals to the Agenda

At this time, any member of the Village Commission or the Village Manager may request to add, change, or delete items from the agenda.

6 Public Comments Related to Agenda Items / Good & Welfare

Comments from the public relating to topics that are on the agenda, or other general topics.

7 Information / Updates

 7.a FY 2014-15 Monthly Financials ending 07/31/2015

8 Consent Agenda

Items listed under Consent Agenda are viewed to be routine, and the recommendation will be enacted by ONE MOTION in the form listed below. If discussion is desired, then the item(s) will be removed from the Consent Agenda and will be considered separately.

 8.a Approval of Minutes

- ◆ August 4, 2015 Regular Commission Meeting
- ◆ August 11, 2015 1st Budget Workshop FY 2015-16
- ◆ August 18, 2015 2nd Budget Workshop FY 2015-16

 8.b Acceptance of Board Minutes

- ◆ Biscayne Park Foundation - June 15, 2015
- ◆ Recreation Advisory Board - July 28, 2015
- ◆ Planning & Zoning Board - August 3, 2015
- ◆ Planning & Zoning Board - August 17, 2015
- ◆ Code Compliance Board - August 10, 2015
- ◆ Public Art Advisory Board - August 12, 2015

 8.c **Resolution 2015-43**

A RESOLUTION OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA, **RATIFYING THE DONATION OF \$2,500 FOR FISCAL YEAR 2014-15 TO THE NORTH MIAMI FOUNDATION FOR SENIOR CITIZENS' SERVICES, INC.;** PROVIDING FOR AN EFFECTIVE DATE

 8.d **Resolution 2015-44**

A RESOLUTION OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA **AUTHORIZING THE APPROPRIATE VILLAGE OFFICIALS TO EXECUTE THE AMENDMENT TO THE AGREEMENT BETWEEN THE VILLAGE OF BISCAYNE PARK AND WASTE PRO OF FLORIDA, INC. FOR SOLID WASTE AND RECYCLING COLLECTION SERVICES** TO ALLOW WASTE PRO TO BE RESPONSIBLE FOR TRASH AND GARBAGE DISPOSAL; PROVIDING FOR AN EFFECTIVE DATE



8.e **Resolution 2015-45**

A RESOLUTION OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA, **AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE LEASE AGREEMENT FOR ONE (1) 2016 FORD INTERCEPTOR AWD SEDAN POLICE VEHICLE FOR THE POLICE DEPARTMENT TO REPLACE A POLICE VEHICLE DETERMINED TO BE A LOSS;** PROVIDING FOR AN EFFECTIVE DATE



8.f **Resolution 2015-46**

A RESOLUTION OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK **SUPPORTING FLORIDA LEGISLATURE SB 120 AND HB 45, ENTITLED THE “FLORIDA COMPETITIVE WORKFORCE ACT,”** OR SIMILAR LEGISLATION THAT WOULD PROHIBIT DISCRIMINATION IN FLORIDA ON THE BASIS OF SEXUAL ORIENTATION AND GENDER IDENTITY OR EXPRESSION; PROVIDING FOR AN EFFECTIVE DATE

< End of Consent >

9 Ordinances

Second Reading



9.a **Ordinance 2015-04**

AN ORDINANCE OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA **AMENDING SECTION 5.3.4 OF THE LAND DEVELOPMENT CODE ENTITLED “OBJECTS IN THE RIGHT-OF-WAY” TO PROVIDE REGULATIONS PERTAINING TO THE SWALE AREA; AMENDING SECTION 5.6 OF THE LAND DEVELOPMENT CODE ENTITLED “OFF-STREET PARKING” TO PROVIDE REGULATIONS PERTAINING TO OFF-STREET PARKING;** PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION; PROVIDING FOR AN EFFECTIVE



9.b **Ordinance 2015-05**

AN ORDINANCE OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA AMENDING SECTION 10.4 OF THE LAND DEVELOPMENT CODE ENTITLED “BUILDING CONSTRUCTION” **TO PROVIDE FOR VARIANCES FOR ROOFS;** PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION; PROVIDING FOR AN EFFECTIVE

10 Resolutions

< None >

11 Old Business

These items are generally discussion items that have been previously discussed by the Commission and new information or updates are available by either a member of the Commission or the Administration.



11.a Discussion of 2016 legislative goals.

12 New Business

These items are generally discussion items that have been requested by members of the Commission or the Administration.



12.a Open House signage allowances

12.b Recap of Florida League of Cities Annual Conference



12.c Board Application - Public Art Advisory Board

13 Request for placement of items on next meeting agenda

Through general consensus a member of the Commission may request an item be placed on the next agenda for discussion (New Business) or as a Resolution/Ordinance.

14 Reports

14.a Village Manager

- ◆ Stormwater Master Plan update
- ◆ Village Hall log cabin restoration update
- ◆ Annexation update

14.b Village Attorney

14.c Board / Committee Reports:

- ◆ Biscayne Park Foundation
- ◆ Code Review Board
- ◆ Ecology Board
- ◆ Parks & Parkway Advisory Board
- ◆ Public Art Advisory Board
- ◆ Recreation Advisory Board

14.d Commissioner Comments

- ◆ Vice Mayor Anderson
- ◆ Commissioner Jonas
- ◆ Commissioner Ross
- ◆ Commissioner Watts
- ◆ Mayor Coviello

15 Announcements

Monday, September 7th - All Village departments are closed in observance of Labor Day
Tuesday, September 8th - Planning & Zoning Board at 6:30pm
Thursday, September 10th - 1st Public Hearing FY 2015-16 Budget at 6:30pm
Saturday, September 12th - Quarterly Saturday Trash Pick up
Wednesday, September 16th - Code Compliance Board at 7:00pm
Wednesday, September 16th - Parks & Parkway Advisory Board at 7:00pm
Saturday, September 19th - Storm Water Master Plan Project Kick Off Meeting at 9:00am
Saturday, September 19th - Village Manager Parks & Recreation Roundtable at 10:30am
Monday, September 21st - Planning & Zoning Board at 6:30pm
Monday, September 21st - Ecology Board at 6:30pm
Tuesday, September 22nd - Recreation Advisory Board at 7:00pm
Thursday, September 24th - 2nd Public Hearing FY 2015-16 Budget at 6:30pm
Monday, October 5th - Planning & Zoning Board at 6:30pm

Our next regular Commission meeting is Tuesday, October 6, 2015, at 7:00pm

16 Adjournment

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

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

DECORUM - All comments must be addressed to the Commission as a body and not to individuals. 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.

PROCLAMATION

Village of Biscayne Park Honoring Marie O'Quinn

Whereas, Marie O'Quinn, formerly Marie Corte, was born in Mamaroneck, New York, where she lived until the mid-1940's when she moved to Miami, then became a resident of the Village of Biscayne Park in 1956; and,

Whereas, Mrs. O'Quinn's professional life includes having been the Assistant Treasurer of Miami Beach Federal Savings and Loan, Treasurer of the Business and Professional Women's Club of Miami Beach, and an active member in the Miami Guild; and,

Whereas, Mrs. O'Quinn's leisurely pursuits include reading, cooking, and raising French poodles; and,

Whereas, Mrs. O'Quinn has a unique attachment to the Village in that she lives in a beautiful log cabin home built in the late 1930's; and,

Whereas, on August 3rd, Mrs. O'Quinn celebrated her 93rd birthday.

Now, therefore; be it resolved, that on behalf of the staff and the residents of the Village of Biscayne Park, this Commission wishes to honor Marie O'Quinn as a longtime resident of the Village of Biscayne Park. Furthermore, we hereby proclaim September 1st, 2015, to be recognized as Marie O'Quinn Day in the Village of Biscayne Park.



IN WITNESS WHEREOF, I have hereunto set my hand this 1st day of September in the year two thousand fifteen.

David Coviello, Mayor

PROCLAMATION

Childhood Cancer Awareness Month

September 2015

WHEREAS, September has been designated National Childhood Cancer Awareness Month to honor those children whose lives have been lost and those irrevocably impacted by this terrible illness, and to strengthen the nation's resolve to search for a cure; and

WHEREAS, cancer is the leading cause of death by disease among U.S. children between infancy and 15 years of age; and

WHEREAS, Childhood Cancers cross all racial, ethnic, geographic, and socio-economic backgrounds, and each year tens of thousands of children face the battle of cancer with incredible bravery and inspiring hope; and

WHEREAS, while progress against some childhood cancers has been made, cure rates for many forms of Childhood Cancer remain less than 50%, with the incidence of Childhood Cancers increasing at a more rapid rate than any other age group; and

WHEREAS, this disease not only affects the child diagnosed with cancer, but also their entire support network of devoted parents, grandparents, loved ones and friends; and

WHEREAS, the Village of Biscayne Park recognizes the devastating impact that this disease has on members of our community and the importance of increased research on Childhood Cancer: and

WHEREAS, this month we recognize that these burdens are shared by countless dedicated healthcare professionals, organizations, charities, and parent advocacy groups which support patients and families by offering advice, encouragement, hope, and financial assistance, and work tirelessly to lift the spirits of children suffering from cancer.

NOW, THEREFORE WE, the **MAYOR** and **COMMISSION OF THE VILLAGE OF BISCAYNE PARK**, do hereby proclaim September 2015 **Childhood Cancer Awareness Month**, and pay tribute to the families, friends, professionals, and communities who lend their strength to children fighting pediatric cancer.



IN WITNESS WHEREOF, I have hereunto set my hand this 1st day of September, in the year two thousand fifteen.

David Coviello, Mayor

PROCLAMATION

Hunger Action Month

September, 2015

Whereas: Food insecurity and the cycle of hunger and poverty are issues of high concern in the United States and South Florida, thus it is vital to raise awareness about the need to end food insecurity in every part of the country, and to provide additional resources that citizens may need; and

Whereas: The Village of Biscayne Park is committed to working with Feeding South Florida, which is the Feeding America food bank that distributes food, educates people about the role and importance of food banks, and raises awareness about the need to devote more resources and attention to hunger issues; and

Whereas: Almost 800,000 individuals in South Florida rely on food provided by Feeding South Florida and its network of hundreds of nonprofit partner agencies annually; and

Whereas: Feeding South Florida distributed more than 40 million pounds of food and grocery products in 2015 through its numerous food pantries, soup kitchens, shelters, and other community organizations; and

Whereas: Food banks across the country including Feeding South Florida, will host several events throughout the month of September to bring awareness and attention to encourage involvement in efforts to end hunger in their local community;

THEREFORE, BE IT RESOLVED that I, David Coviello, Mayor of the Village of Biscayne Park, do hereby proclaim September 2015, as **Hunger Action Month**TM, and encourage residents in highlighting the important message of humanitarianism being sent during this observance.



IN WITNESS WHEREOF, I have hereunto set my hand this 1st day of September, in the year 2015.

David Coviello, Mayor



Village of Biscayne Park Commission Agenda Report

Village Commission Meeting Date:	September 1, 2015
Subject:	Discussion 2015 – Relay for Life
Prepared By:	Shelecia Bartley, Parks & Recreation Manager
Sponsored By:	Staff

BACKGROUND

The American Cancer Society Relay for Life is requesting to hold their area-wide 2016 event in the Village. The Relay will be a 6-hour event starting at 4:00pm and ending at 10:00pm on April 9th 2016. This event will be a multi-municipality event that will seek participants, volunteers and resources from Miami Shores, El Portal, North Miami, North Miami Beach and Biscayne Park. It is proposed that the Village will serve as the Host City.

What is Relay for Life?

- Organized, community fundraising walk
- Teams of people camp out around a track (Sidewalk and/or Street)
- Members of each team take turns walking around the track (Sidewalk and/or Street)
- Food, games and activities provide entertainment and build camaraderie
- Family-friendly environment for the entire community

FISCAL / BUDGET IMPACT

The Village will provide Staff and the field usage as in-kind contribution to the event. The event will bring positive awareness about the Village of Biscayne Park. This event will build community involvement and showcase the Village.

STAFF RECOMMENDATION

Staff is requesting that the field rental fee be waived for the Relay for Life Event on April 9th 2016.

ATTACHMENTS

- General Information about Relay for Life
- Relay for Life Request letter

What is Relay?

The American Cancer Society Relay For Life is a life-changing event that gives everyone in communities across the globe a chance to celebrate the lives of people who have battled cancer, remember loved ones lost, and fight back against the disease.

At Relay, teams of people from the community join together at a local high school, park, or other community locations and take turns walking or running a track or path. Each team is asked to have a representative on the track at all times during the event and have an on-site fundraising activity (for example selling food, games, etc.)

Each year, more than 3.5 million people in more than 5000 communities in the United States, along with additional communities in 19 other countries, gather to take part in this global phenomenon and raise much-needed funds and awareness to save lives from cancer. Thanks to Relay participants, we are creating a world with more birthdays a world where cancer never steals another year of anyone's life.



Celebrating Survivors



A survivor is anyone who has ever heard the words "You Have Cancer." We invite all cancer survivors in the community to attend Relay For Life because they are the reason we Relay.

Our goal is to create a world where more people survive cancer - so they can celebrate another birthday. This year, more than 11 million people will be able to do that thanks to the support of millions of dedicated Relay participants.

Survivors are the guests of honor at Relay. Relay events offer survivors special T-Shirts or sashes and hold a special reception for survivors and caregivers. Most Relays open with the Survivor Lap, where survivors lead the way around the track while participants honor and applaud them. Being a part of the Survivor Lap allows them to celebrate what they've overcome while inspiring and motivating their community to fight. Survivors are proof that cancer can be defeated.

A Chance To Remember

One important aspect of the American Cancer Society Relay For Life is the opportunity for people to come together to remember loved ones lost to cancer and honor those who have won their battle. One of the most moving parts of the event is the Luminaria Ceremony.

As the sun sets over campsites and darkness falls, the night is brightened by the glow of illuminated bags called Luminaria, each bearing the name of someone who has battled cancer. Some celebrate cancer survivors, while others help us honor and remember those gone too soon. All represent someone special who has been profoundly affected by cancer and the family and friends who continue to fight back in their honor.



Why Relay?

Everyone's reason to Relay is as unique as their own personal story. At Relay, you can find healing, comfort, and support from others who have faced cancer or who have lost a loved one to the disease. You have a chance to meet people in the community who are equally as passionate about finding an end to cancer in our lifetime. You can thank all the people who have done so much to support you through your personal cancer experience. And you can gather together with friends, family, and colleagues to laugh, cry, and create lasting memories.

No matter why you take part in Relay, one thing is clear: with every step you take, you help the American Cancer Society save lives. With your help, we aren't just fighting one type of cancer—we're fighting for every birthday threatened by every cancer in every community. Each person who shares the Relay experience can take pride in knowing that they are working to create a world where this disease will no longer threaten the lives of our loved ones or steal another year of anyone's life.



Dear Village of Biscayne Park,

This letter is to formally request the Burke Recreation Center and grounds for the 2016 Relay For Life of *Biscayne Park/North Miami/North Miami Beach/Miami Shores* on Saturday **April 9th 2016 from 4pm to 10pm.**

We look forward to partnering with Biscayne Park throughout the year at village events and having a village team represented at the Relay. Also, we would like the opportunity to briefly speak about Relay at your next commission meeting.

Thank you,

Damien Morgan

Damien Morgan
Relay For Life Community Manager
American Cancer Society

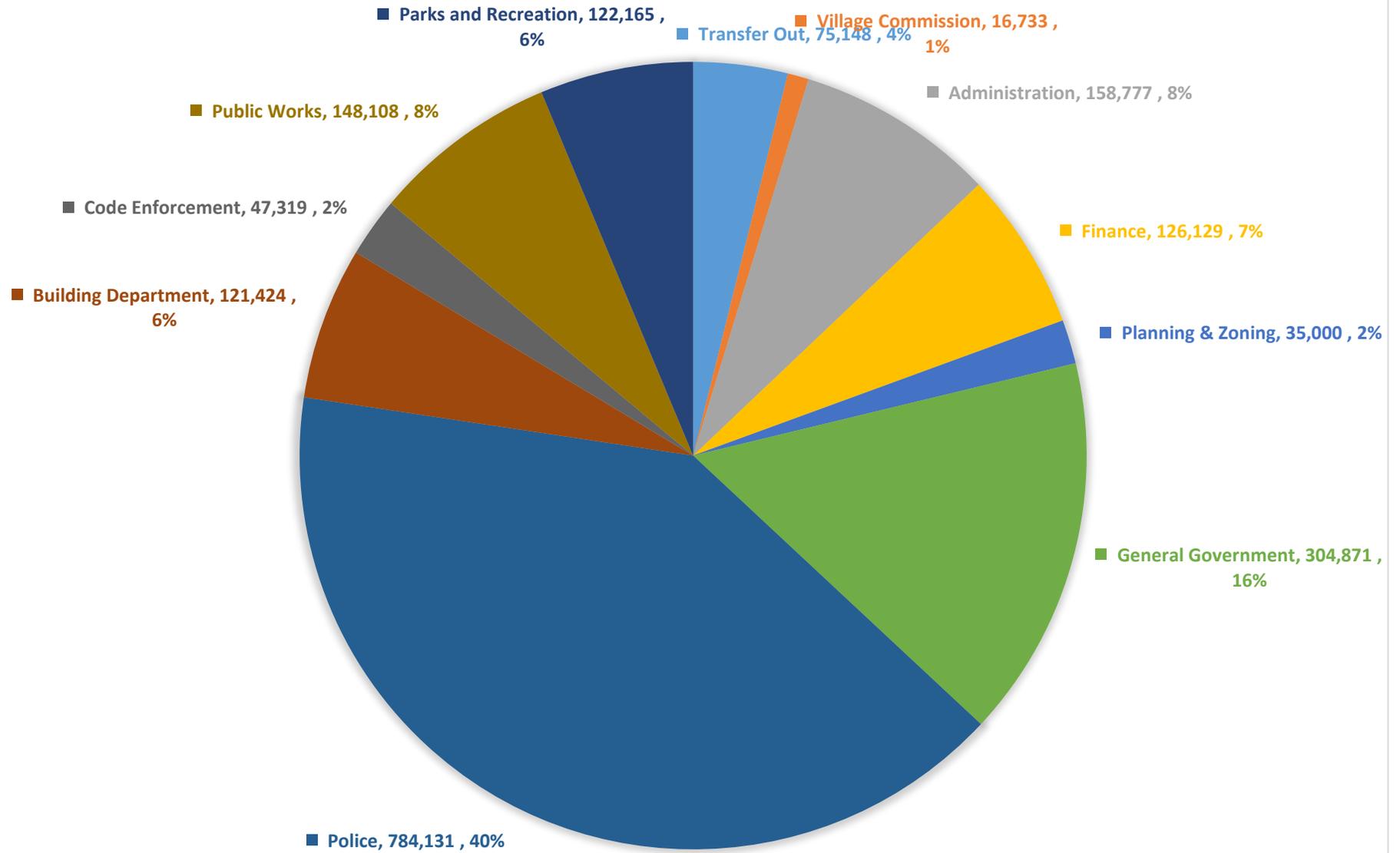


BUDGET REPORT FOR VILLAGE OF BISCAYNE PARK
Calculations as of 07/31/2015

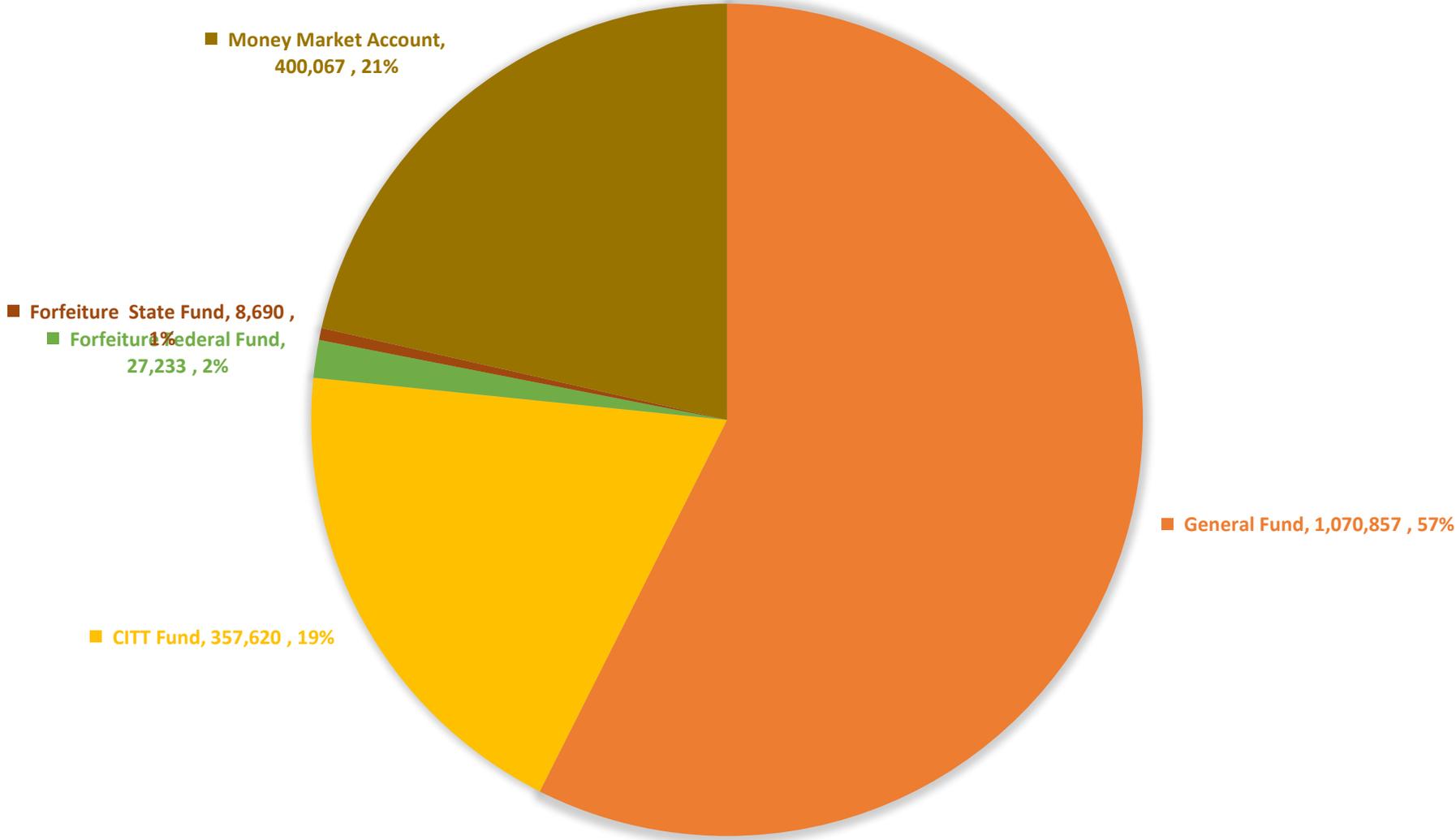
83% of Year Completed

DESCRIPTION	2014-15	2014-15	% CHANGE
	ORIGINAL BUDGET	ACTIVITY THRU 07/31/15	
AD VALOREM TAXES	1,331,461	1,183,982	89%
UTILITY TAXES	289,962	238,692	82%
CHARGE FOR SERVICES	145,016	224,644	155%
FRANCHISE FEES	161,283	114,479	71%
OPERATING CONTRIBUTIONS	21,906	17,789	81%
INTERGOVERNMENTAL REVENUES	291,458	289,211	99%
JUDGEMENT & FINES	41,600	43,907	106%
MISCELLANEOUS REVENUES	111,695	32,962	30%
TRANSFERS IN	98,730	70,699	72%
TOTAL	2,493,111	2,216,365	89%
Village Commission	23,718	16,733	71%
Administration	206,082	158,777	77%
Finance	147,327	126,129	86%
General Government	430,781	304,871	71%
Planning & Zoning	42,000	35,000	83%
Building Department	109,256	121,424	111%
Police	1,081,851	784,131	72%
Code Enforcement	61,987	47,319	76%
Public Works	187,626	148,108	79%
Parks and Recreation	167,483	122,165	73%
TRASNFER OUT	35,000	75,148	
TOTAL	2,493,111	1,939,805	78%
Net Of Revenues Over Expenditures		276,560	

EXPENDITURES BY DEPARTMENT



CASH IN BANK





Village of Biscayne Park Commission Agenda Report

Village Commission Meeting Date: September 1, 2015

Subject: Approval of Minutes

Prepared By: Maria C. Camara, Village Clerk

Sponsored By: Staff

Background

The Minutes as listed below are being provided for the Commission's review and approval.

Fiscal/Budget Impact

None.

Staff Recommendation

Approval

Attachments

- August 4, 2015 Regular Commission Meeting
- August 11, 2015 1st Budget Workshop FY 2015-16
- August 18, 2015 2nd Budget Workshop FY 2015-16



MINUTES
REGULAR COMMISSION MEETING
Ed Burke Recreation Center - 11400 NE 9th Court
Biscayne Park, FL 33161
Tuesday, August 4, 2015 at 7:00pm

1 Call to Order

Mayor David Coviello called the meeting to order at 7:00pm.

2 Roll Call

Mayor David Coviello - present
Vice Mayor Fred Jonas - present
Commissioner Bob Anderson - present
Commissioner Roxanna Ross - present
Commissioner Barbara Watts - present

Present from staff were:

Village Manager Heidi Siegel
Village Clerk Maria C. Camara
Village Attorney John Hearn
Public Services Manager Krishan Manners
Police Chief Cornelius McKenna
Finance Manager Claude Charles
Parks & Recreation Manager Shelecia Bartley
Assistant Public Works Manager Cesar Hernandez

3 Pledge of Allegiance

4 Presentations

4.a Miami Dade County Fire Chief Dave Downey provided the Department's annual report.

5 Additions, Deletions or Withdrawals to the Agenda

Manager Siegel: Pulls item 12.a, Fine reduction; adds item 12.h, Waiver of competitive bidding for community signage project.

6 Public Comments Related to Agenda Items / Good & Welfare

Arty Pyle: Parking overnight on swales, does the new code allow it? On 5.6.1, if true, who will enforce? Code or police?

Dan Samaria: Applauds good work of the fire department and the service they provide. In regards to 12.g, if intention is to dissolve, why? It was Commission idea to set up boards. This Administration may have a problem with Recreation Advisory Board because I am the Chair. If anything wrong, let us know and we will correct.

Kristen Montouri: Open House signs are not allowed in Village per current code. Difficult to hold an open house and get drive-thru traffic. Looks for a change in the code or other accommodation. There are 15 properties currently for sale. Any help realtors get will help the Village's bottom line. Agents could register to have open houses. Many realtors don't hold open houses in the Village because of this restriction.

Janey Anderson: Thanks everyone for National Night Out. For next one, do the police caravan to show a presence. On newsletter, great job and glad it was mailed. Great article on neighbor tips. Need more information on trash containers being out of sight. A petty issue that can be easily fixed. Swale ordinance, thanks for bringing this forward. Will go a long way to better the Village. Reconsider allowing two years to come in to compliance. Two years is too long.

Milton Hunter: Looking for volunteers to gather before/after pictures of street flooding to present to engineer doing stormwater master plan. We should and it is common sense, to get competitive bidding on all major expenditures when possible. Need to make sure we are never over spending. On our fiscal status, we did make progress in that we moved up from a deteriorating status to non conclusive. But this is not a green light for over spending. Naive to think that our property values are going to continue to increase. The market is yet another bubble. Need to prepare for this. Governments worldwide are drowning in debt. Now is not the time to take risk with tax payer dollars. Cannot continue to layer debt on top of debt. Cannot continue to draw upon taxpayers. Let's look at plans to decrease our debt load.

Chuck Ross: On Crime Watch, thanks for everyone that participated in National Night Out and all those that volunteered. On swales, agree with Art Pyle. Should not allow permanent parking on swales. On properties without sufficient driveway space, how would this issue be solved with proposed code? On noise ordinance, we need to beef it up. Enforce period of 11pm to 7am. Can we enforce outside of those hours?

Dan Keys: Provided a dissertation regarding swale ordinance. Good questions and recommendations provided. Concerned with borders on existing gravel driveways. On residents having to maintain trees on right of ways, will it preclude Village from cleaning up debris caused by trees on the right of way? The word "driveway" has been introduced, but it really has to do with parking requirements. The two are different. Personally, the swale is there for parking and should not restrict. On ordinance for roofing materials, are there separate variance guidelines for this, or same as current?

Barbara Kuhl: On yard service / tree trimmer registration, a bad idea. What is driving it? Most lawn services working on a slim margin. Why burden them with a fee? Very unfair. Tree trimmers I use are licensed and insured. This Village is over-regulating. On the budget, on the not-included in the budget list, it list \$250,000 for master plans. If we had the money, would be wrong to spend so much on master plans. There is \$5,000 for Recreation Center programming. This should be a self-sustaining department. At Bark of July, most were from Miami Shores. How many residents are being served by this park, and how many from other communities? Do not want to support residents from other communities. \$6,600 for Public Works equipment. Would prefer funding to go towards these items. Move things around to budget for tree trimming, landscaping and irrigation. Do you think residents know you are talking about these figures, and yet not have money for a lawn mower. We have no enclosures for garbage containers which is against our code. Agree with Milton. Stop thinking pie in the sky and do things to better the Village. Do what you want on medians and roads, but until you get homeowners to clean up their property and try to make Village look better, it will always look like a pig sty. Many put a lot of money in their homes and live next to a home that is falling a part. Need to get more code officers.

Harvey Bilt: On paving of swales, swales are used for collection of rain and water overflow. If you pave, it is not going to work. Swale is also used for a person to move to if they are walking. You can't do that if there is a tree in the sale and you certainly cannot do that if there is a BMW parked on the swale.

Gary Kuhl: All are aware that there is a house with a metal roof that does not comply with code. A violation of three aspects of our code. How did it happen? Was it a clerical error? We have a Code Officer and Building Official. Out of all these people, how was this allowed? There is now an ordinance being presented to allow for a variance. Were procedures checked? We are just creating an out. There is a laissez faire attitude on this commission on code issues. There is parking on lawns. Immense piles of trash. Garbage cans left out. Putting out construction debris and furniture. Look at El Portal. Their property values are going up faster. They look much better. We have exceptionally poor code compliance. To appease a few is a disservice to many.

7 Information / Updates

7.a Month end financials for fiscal year 2014-15 as of June 30, 2015, provided by Finance Manager Charles.

On a question from Commissioner Ross regarding how much more we can expect on ad valorem revenues, Manager Siegel will do a comparative to last year to see what we may expect.

8 Consent Agenda

8.a Approval of Minutes

July 7, 2015 Regular Commission Meeting
July 22, 2015 Special Commission Meeting

8.b Acceptance of Board Minutes

Recreation Advisory Board - November 25, 2014
Recreation Advisory Board - February 24, 2015
Recreation Advisory Board - June 23, 2015
Parks & Parkway Advisory Board - May 20, 2015
Parks & Parkway Advisory Board - June 17, 2015
Parks & Parkway Advisory Board - July 15, 2015
Code Compliance Board - June 8, 2015
Code Compliance Board - July 13, 2015
Planning & Zoning Board - July 6, 2015
Planning & Zoning Board - July 20, 2015
Public Art Advisory Board - July 8, 2015

8.c Resolution 2015-40

RESOLUTION OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK
**AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE CONTRACT RENEWAL FOR
THE TURF AND LANDSCAPE MAINTENANCE JOINT PARTICIPATION AGREEMENT**
BETWEEN THE FLORIDA DEPARTMENT OF TRANSPORTATION AND THE VILLAGE OF
BISCAYNE PARK; PROVIDING FOR AN EFFECTIVE DATE.

Commissioner Jonas makes a motion to approve the consent agenda and it is
seconded by Vice Mayor Anderson.

All in favor: Mayor Coviello, Vice Mayor Anderson, Commissioner Jonas,
Commissioner Ross and Commissioner Watts.

Opposed: None

Motion carries: 5/0

9 Ordinances - First Reading

9.a Ordinance 2015-04

AN ORDINANCE OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK,
FLORIDA **AMENDING SECTION 5.3.4 OF THE LAND DEVELOPMENT CODE ENTITLED
"OBJECTS IN THE RIGHT-OF-WAY" TO PROVIDE REGULATIONS PERTAINING TO THE
SWALE AREA; AMENDING SECTION 5.6 OF THE LAND DEVELOPMENT CODE
ENTITLED "OFF-STREET PARKING" TO PROVIDE REGULATIONS PERTAINING TO OFF-
STREET PARKING;** PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY;
PROVIDING FOR INCLUSION; PROVIDING FOR AN EFFECTIVE

Attorney Hearn read the title and provided the background.

Mayor Coviello opened the meeting for public comment.

Barbara Kuhl: Everyone agrees that no one should park on their front lawns. How will the Village enforce? Code can give a violation, but if they move the car they will be OK. They can do this repeatedly. Need to address enforcement. Need to also look at this for trash piles and receptacles. Have had several workshops already and meetings on this. You never asked the Boards to come back to discuss further. You are now on your own.

Dan Keys: Asks that previous comments be on record for this ordinance, as well as written comments submitted.

Harvey Bilt: On section 5.6, problem with driveways less than 30" from property line. This is so runoff from the driveway does not affect the neighbor's property. We are now changing it and it will not make sense. You are going to ask people to change it when they were previously allowed, and have to ask for a variance. They just need to make sure that there is proper drainage.

David Raymond: How will you define swales unless everyone does a survey? Without survey marks, how are we to know? On my property, thanks the administration for pumping out drain. At high water, so much muck goes on my swale. Cannot control until drainage is fixed. Trees that will have to be trimmed that goes over swale and connects with trees in the median are very nice. Please consider this so people don't start cutting trees and then we lose our beautiful canopy.

Art Pyle: On 30" for driveway, in the old days used to be 5'. There is no problem with line of sight. If you reduce to less than 5', who will tell that property owner? Visibility is affected. 5' gives property owner and neighbor the needed visibility.

Mayor Coviello agrees that we need to have a tiered enforcement for multiple violations.

Attorney Hearn explains that we can add a separate NTA (notice to appear) process as other cities do. Requires staffing and other processes to be put in place. Would be a separate ordinance regarding code compliance.

Commissioner Ross: Changes to Chapter 5 was presented by the Code Review Board and included many other sections, and because we were allowed funding from the State for stormwater master plan study, the Commission did not want to hold up this section of Chapter 5 from moving forward. So the planting in the swales section we are holding off until the master plan study comes back as that will impact the swales.

Commissioner Ross proposes the following changes:

- > On (e), change to "approved parking approach" (page 2 of 7)
- > On (i), add the same language as in (h), "contiguous to their property"

- > On 5.6.1, word "lot" not used anywhere else. Change to "private property"
- > On 5.6.1 (a), use "approved parking surface" throughout.
- > On 5.6.1 (a) (1), flip "installed" and "permitted"; change "2 years" to "1 year"; add "including an approved approach"
- > On 5.6.3, delete "automobile"
- > On table of parking spaces required, correct the headers.

There was consensus for all of these changes.

After discussion, Commissioner Jonas makes a motion to approve Ordinance 2015-04 at first reading with the agreed amendments, and it is seconded by Commissioner Ross.

Commissioner Ross: Yes

Commissioner Jonas: Yes

Vice Mayor Anderson: Yes

Commissioner Watts: No

Mayor Coviello: Yes

Motion carries: 4/1

9.b **Ordinance 2015-05**

AN ORDINANCE OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA AMENDING SECTION 10.4 OF THE LAND DEVELOPMENT CODE ENTITLED "BUILDING CONSTRUCTION" **TO PROVIDE FOR VARIANCES FOR ROOFS**; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION; PROVIDING FOR AN EFFECTIVE

Attorney read the title and provided the background.

Mayor Coviello opened it to public comment:

Barbara Kuhl: Agree with Commissioner Jonas in that the purpose of an ordinance is to make changes whether some like it or not and to make the Village a better place. Spent a lot of time talking about roofs and whether to allow metal roofs. The ink isn't even dry and we are already putting forward an ordinance to allow a variance. Thought out carefully to only allow certain types of metal roofs. A variance would only allow for something to be brought in that the Board, Commission, committees did not want. How did this fail on so many parts? What would allowing a variance do? Not the way to address the mistake.

Dan Keys: Commission owes us an explanation why this item is here. Is it to bury a process issue? Went through a lot to do this to now allow for a variance process.

Janey Anderson: On a variance, there are four criterias. One is to allow enjoyment of property. How does a roofing material fall under this?

Gage Hartung: Agree with Barbara Kuhl. No variances was put in to allow for strengthening of the code and to lock in the quality of roofs to be allowed. This is a knee jerk reaction. Consider different option. Future Commissioners may not have same thought process. Do not gut this part of the code. Handle the mistake in the process, but not like this. Think this through better.

Gary Kuhl: Look to Commission to act responsible. If for another reason other than the one property, need to know.

After discussion, Commissioner Jonas makes a motion to approve Ordinance 2015-05 at first reading with an amendment stating that no variance is allowed except for roofs installed with an issued permit. It is seconded by Commissioner Ross.

Commissioner Jonas: Yes
Commissioner Ross: Yes
Vice Mayor Anderson: No
Commissioner Watts: No
Mayor Coviello: No
Motion fails: 2/3

Vice Mayor Anderson makes a motion to approve Ordinance 2015-05 at first reading with an amendment stating that no variance is allowed except for roofs installed with an issued permit by staff prior to enactment of this ordinance. It is seconded by Commissioner Jonas.

Commissioner Watts: Yes
Vice Mayor Anderson: Yes
Commissioner Jonas: Yes
Commissioner Ross: Yes
Mayor Coviello: Yes
Motion carries: 5/0

Mayor Coviello moves up item 12.b

12.b Fine Reduction Request: 11925-27 NE 12th Court

Manager Siegel explained this was a fine reduction request for a lien placed on the property in 2001 for unpaid waste fees. With interest, the current amount due is \$26,661.70.

Carla Jones, attorney representing property owner Orlando Milligan, explained that Mr. Milligan never received notice of the unpaid balance or that a lien had been placed.

Commissioner Ross makes a motion to reduce the fine to \$4,429.36, the original amount of the unpaid waste fees when the lien was filed x 2. Motion dies for lack of a second.

Commissioner Anderson makes a motion for the property owner to pay the full amount of \$26,661.70. Motion dies for lack of a second.

Commissioner Ross makes a motion to reduce the fine to \$5,332.34, which is 20% of the total amount due of \$26,661.70, to be paid within 30 days. Motion is seconded by Commissioner Jonas.

The motion is called to a vote:

All in favor: Mayor Coviello, Commissioner Jonas, Commissioner Ross and Commissioner Watts.

Opposed: Vice Mayor Anderson

Motion carries: 4/1

10 Resolutions

10.a Resolution 2015-41

A RESOLUTION OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA, **SUPPORTING THE PROPOSED RESOLUTIONS FOR CONSIDERATION BY THE RESOLUTIONS COMMITTEE** BEING PRESENTED AT THE LEAGUE'S 89TH ANNUAL CONFERENCE ON AUGUST 13-15, 2015; PROVIDING FOR AN EFFECTIVE DATE

Attorney Hearn read the title.

Consensus to delay until after the Florida League of Cities annual conference and to allow the items to go through their voting process.

10.b Resolution 2015-42

A RESOLUTION OF THE VILLAGE OF COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA, **ENCOURAGING THE FLORIDA LEGISLATURE TO REMOVE BARRIERS TO CUSTOMER-SITED SOLAR POWER AND EXPRESSING SUPPORT FOR THE FLORIDIANS FOR SOLAR CHOICE BALLOT PETITION**; PROVIDING FOR AN EFFECTIVE DATE.

Attorney Hearn read the title.

Commissioner Watts provides background.

Commissioner Jonas makes a motion to approve and it is seconded by Vice Mayor Anderson.

Attorney Hearn recommends taking out the word "support" and to clarify the intent in the resolution, and it is accepted.

The motion is called to a vote:

All in favor: Mayor Coviello, Vice Mayor Anderson, Commissioner Jonas, and Commissioner Watts.

Opposed: Commissioner Ross

Motion carries: 4/1

11 Old Business

11.a Discussion of garbage disposal ("tipping") options.

Manager Siegel provided the background and looks for direction on which option to proceed with, either to renew with Miami-Dade County, or to amend the Waste Pro contract to make them responsible for disposal.

After discussion, Vice Mayor Anderson makes a motion to move forward with Waste Pro and to bring back amendment to the Agreement for the September meeting.

The motion is called to a vote:

All in favor: Mayor Coviello, Vice Mayor Anderson, Commissioner Jonas, and Commissioner Ross

Opposed: Commissioner Watts

Motion carries: 4/1

12 New Business

12.c Discussion on submitting the Florida Humanities Grant through the Biscayne Park Foundation - as requested by Commissioner Watts

Consensus to move forward and for the Village to apply. Commissioner Watts to lead.

12.d Discussion on having Holiday House Tours as a fund raising initiative - as requested by Commissioner Watts

Consensus for Commissioner Watts to engage a civic group to organize and coordinate.

12.e Discussion on requiring landscaper registration.

Manager Siegel explained the different situations the Village encounters with landscapers and tree trimmers such as not hauling debris after work is done, quoting one price, then increasing after the work is done, mis-informing and mis-representing themselves as being endorsed by the Village. The Village is usually put in the middle of these situations. Researched other cities and found some have a registration process for landscaping and yard maintenance. Looks for Commission input on whether to go forward and do more research and draft language.

There was no consensus from the Commission to move forward at this time.

12.f Discussion of 2016 legislative goals.

Manager Siegel looks for legislative issues of interest to the Village to go before the Florida Legislature, for example the law enforcement assessment.

Consensus to bring back to the September meeting, after the Florida League of Cities annual conference.

12.g Discussion of Village Board's relation to the Commission and Staff - Mayor Coviello.

Mayor Coviello looks for clear understanding on purpose of advisory boards, whether Boards are giving homework or direction to staff, and whether staff needs to attend the board meetings.

Commissioner Ross: Concerned with the fund raising issue that keeps coming up. Perhaps a workshop is needed with all advisory boards.

Manager Siegel: Has made it a point to work with each Board, to assign a staff member for each Board and to attend all meetings regularly. Staff is made available to all Boards.

Discussion continued under Board/Committee reports, item 14.c.

12.h Waiver of competitive bidding for community signage project.

Manager Siegel provided the cost estimate from the vendor that the design company specifically works with for fabrication of the signs. The amount exceeds what is allowed for purchase without a bid. Confirms that the amount is funded by the reimbursable grant from the County. Seeks motion and a majority vote of the Commission to waive the bidding process.

Commissioner Jonas makes a motion to waive the bidding process and it is seconded by Commissioner Ross.

All in favor: Mayor Coviello, Vice Mayor Anderson, Commissioner Jonas, Commissioner Ross and Commissioner Watts.

Opposed: None

Motion carries: 5/0

Mayor Coviello moves up item 14 Reports

14 Reports

14.c Board/Committee Reports

Dan Keys: Don't know why issue came up about the Boards. Minutes by the Board are produced and are clear. We very much appreciate the staff and understand the amount of work it takes to run the Village. Currently working and have worked on many projects. Board seeks input and information from Staff in order to provide recommendations to the Commission. If a specific motion is made by the Board, in other places, Staff would draft a resolution to bring forward to the Commission. That is very burdensome. Would prefer the Commission to just read the minutes. Have never heard back from any Commissioner on a motion made. Appreciates that the board minutes are included in the Commission agenda. There is good information and recommendations on important matters in the minutes.

Dan Samaria: On fund raising, my understanding that my company can do it and then donate the money.

At 10:58pm, Commissioner Jonas makes a motion to extend the meeting for 15 minutes and it is seconded by Commissioner Anderson.

All in favor: Mayor Coviello, Vice Mayor Anderson, Commissioner Jonas, Commissioner Ross and Commissioner Watts.

Opposed: None

Motion carries: 5/0

Rosemary Wais: Explained the process for the Bike Race and to collect a registration fee. This will help offset the cost of the event.

Vice Mayor Anderson makes a motion to allow the Recreation Advisory Board to collect a registration fee to cover the cost of the Bike Race event and it is seconded by Commissioner Jonas.

All in favor: Mayor Coviello, Vice Mayor Anderson, Commissioner Jonas, Commissioner Ross and Commissioner Watts.

Opposed: None

Motion carries: 5/0

14.a Village Manager

- > Regarding Open House signs, will bring back for discussion at September meeting.
- > Log cabin restoration project continues.
- > Annexation - look to meet with both the County and North Miami in September.

14.b Village Attorney

- > On noise ordinance, any loud or excessive noise during the day can be enforced.

13 Request for Placement of Items on Next Meeting Agenda

Commissioner Jonas: Discussion on better code enforcement.

Commissioner Watts: Resolution on replacing statute of Edmund Kirby Smith.

15 Announcements

- Monday, August 10th - Code Compliance Board at 7:00pm
- Tuesday, August 11th - 1st Budget Workshop FY 2015-16 at 6:30pm
- Wednesday, August 12th - Public Art Advisory Board at 6:00pm
- Saturday, August 15th - Back to School / Children's Safety Day / 1st Annual
Children's Bike Race starting at 9:00am
- Monday, August 17th - Ecology Board at 6:30pm
- Monday, August 17th - Planning & Zoning Board at 6:30pm
- Tuesday, August 18th - 2nd Budget Workshop FY 2015-16 at 6:30pm
- Wednesday, August 19th - Parks & Parkway Advisory Board at 6:00pm
- Monday, August 24th - Biscayne Park Foundation at 7:00pm
- Tuesday, August 25th - Recreation Advisory Board at 7:00pm

The next regular commission meeting is Tuesday, September 1, 2015, at 7:00pm.

Adjournment

The meeting was adjourned at 11:11pm.

Commission approved on _____.

Attest:

David Coviello, Mayor

Maria Camara, Village Clerk



MINUTES

1st Budget Workshop FY 2015-16

Ed Burke Recreation Center - 11400 NE 9th Court

Biscayne Park, FL 33161

Tuesday, August 11, 2015 at 6:30pm

1 Call to Order

Mayor David Coviello called the meeting to order at 6:30pm.

2 Roll Call

Mayor David Coviello - present
Vice Mayor Bob Anderson - present
Commissioner Fred Jonas - present
Commissioner Roxanna Ross - present
Commissioner Barbara Watts - present

Present from staff were:

Village Manager Heidi Siegel
Village Clerk Heidi Siegel
Attorney John Hearn
Public Services Manager Krishan Manners
Finance Manager Claude Charles
Parks & Recreation Manager Shelecia Bartley
Assistant Public Works Manager Cesar Hernandez

3 Pledge of Allegiance

4 Public Comments Related to Agenda Items / Good & Welfare

Janey Anderson: On code enforcement, past commission did not support more stringent code and effectively made us a sanctuary city for slob. Contributed to the extreme downside that we took a few years ago. Reconsider adding a second Code Officer. Not only improves property values, but Code enforcement adds quality of life and gives us an immediate return. Too much for one person to handle. Need more follow up and process. Another pair of boots on the ground speeds up the process, gets compliance, and gets liens done quicker. All this to generate the revenues we need to get things done in the Village. Can't get complacent because property values went up this year. Need to have better code compliance in the event of any future downturns.

Gary Kuhl: Agree with Janey. Appreciate the fact that more cases are coming before the Board. Shows there is an effort. But focus is limited and there is so much more out there. Support having a second officer. Maintains home values, better maintenance and more appealing.

Barbara Kuhl: Agree with Janey and Gary on code enforcement. Need to work on MuniCode. Need codes to be available to residents so they can find them easily. Support a second code officer. Recently a property owner accrued fines, but little to no payment made because the fines were not liened. Second officer can also work on getting records in order. For current liens and future liens, and any amounts owed to the Village, property owners need to be reminded on a yearly basis. Instead of Recreation, make sure Code is properly funded. At Rec. Center, there is a dirt patch between handball court and this building. If anything is done in this budget it is to properly install sidewalks throughout where needed.

Jared Susi: Doing a great job, but see many overages on the current budget. These need to be addressed. Take a look as to why. New neighbor went through certificate of reoccupancy process. Permits then pulled. Rains came and many issues arose. Need to look at better deal with inspectors. Driveway added without permit being pulled. Look out for new people in neighborhood. May need to do something different with Building Department.

Mayor Coviello: Confirms that all ordinances passed have been updated on MuniCode.

Gary Kuhl: If you have a lien recorded, much better situation. What is the new process where a recording fee is \$30?

Clerk Camara clarified that the cost to record a lien is \$10 for the first page, and \$8 for each subsequent page. Plus a \$2 fee for recording online.

Manager Siegel: In the past six to eight months, have processed 128 older open files where cases were brought into compliance, fines paid, or liens placed.

5 Discussion of Proposed Fiscal Year 2015-16 Budget

Manager Siegel provided the background on the overall budget.

5.a General Fund Revenues

After discussion, no changes were recommended.

5.b 511 Commission

Commissioner Ross: Continue to emphasize changing from Commission salaries to a reimbursement process.

After discussion, Mayor Coviello recommends putting this recommendation on the list of items to consider at public hearings.

5.c 512 Administration

After discussion, consensus to add salary increase based on merit/performance review of up to 3% for all non-collective bargaining employees. Additional \$14,000 to the overall budget. This amount to be spread throughout all departments affected.

Review whether necessary to budget full annual health care costs for the two employees that currently have waived the benefit. Additional \$12,000 would be added to the budget in the department affected.

5.d 513 Finance

After discussion, no changes were recommended.

5.e 515 Planning

After discussion, \$3,500 is added for the mail-in ballot as part of the annexation project.

5.f 519 General Government

After discussion, \$12,000 for the imaging project of post retention documents is removed; \$1,600 is added for the Miami-Dade County tax collection fee.

5.g 524 Building

After discussion, no changes were recommended.

5.h 572 Parks & Recreation

After discussion, \$14,000 (plus additional for benefits) is added for one additional part time staff person.

5.i 302 Capital Improvements

Janey Anderson: Was previously against it, but after 37 years and doing bubble gum and band aid projects, do this one right.

Chuck Ross: In favor of the permanent dais.

After discussion of the build and design of the dais for the renovated log cabin, there is consensus to proceed with the current design of the permanent design.

Mayor Coviello provided for final public comments:

Chuck Ross: On part time Recreation staff person, this needs to be done. Intern not a good idea. Idea of borrowing some from reserves is better than going to the bank for added loan. It costs money to borrow. Support the raises for staff. Support reimbursement policy for the Commission instead of salaries. Support additional Code officer.

6 Announcements

Wednesday, August 12th - Public Art Advisory Board at 6:00pm

Friday, August 14th - Health & Wellness Seminar at 1:00pm

Saturday, August 15th - Back to School / Children's Safety Day /

1st Annual Kids Bike Race at 9:00am

Monday, August 17th - Ecology Board at 6:30pm

Monday, August 17th - Planning & Zoning Board at 6:30pm

Tuesday, August 18th - 2nd Budget Workshop FY 2015-16 at 6:30pm

7 Adjournment

The meeting was adjourned at 9:10pm.

Commission approved on _____.

Attest:

David Coviello, Mayor

Maria Camara, Village Clerk



MINUTES

2nd Budget Workshop FY 2015-16

Ed Burke Recreation Center - 11400 NE 9th Court

Biscayne Park, FL 33161

Tuesday, August 18, 2015 at 6:30pm

1 Call to Order

Mayor David Coviello called the meeting to order at 6:30pm.

2 Roll Call

Mayor David Coviello - present
Vice Mayor Bob Anderson - present
Commissioner Fred Jonas - present
Commissioner Roxanna Ross - present
Commissioner Barbara Watts - present

Present from staff were:

Village Manager Heidi Siegel
Village Clerk Heidi Siegel
Public Services Manager Krishan Manners
Finance Manager Claude Charles
Police Chief Cornelius McKenna
Assistant Public Works Manager Cesar Hernandez

3 Pledge of Allegiance

4 Public Comments Related to Agenda Items / Good & Welfare

Linda Dillon: Understand the reasons why the dais is not portable, but still concerned about the cost. Would like to see other craftsmen provide a bid. Many did not know this was on agenda and would have liked to comment on it.

Barbara Kuhl: On rental of fields to soccer teams, this will cause damage when we are trying to heal it. On Code officer, did you budget for a part time officer? There are many properties with over grown lawns, garbage cans left out. We have serious issues not being addressed. Many homes falling apart. On-going fines. No follow through. After a lien is recorded, nothing happens. If house finally sells, it will sell low and not help taxes. Please look at article in Miami Herald from January 22, 2012.

Janey Anderson: Appreciates time the Commission spends on budget and what goes on. More time was spent on part time Recreation Center staff person than for an added Code officer. Great idea to use college interns for Recreation. This is not a reflection of current code officer. We need more compliance and more outstanding fines to be paid. More revenues will help to make the improvements we need.

Gary Kuhl: Hard to accept spending \$20,000 on a dais. We have one of the most unique buildings in the county. To build this permanent dais would make the building useless for any other purpose. This is an opportunity to make money. Architecturally it will destroy the space. The dais is a complete contradiction. Echo the prior sentiments on the additional code officer. If we get compliance it will increase property values. Instill pride in the community. Those who are slobbs will always be slobbs. Need to enforce the code.

Chuck Ross: Provided data and pie chart on the benefits of the reimbursement process instead of Commission salaries.

5 Discussion of Proposed Fiscal Year 2015-16 Budget

Manager Siegel provided the background on the overall budget.

5.a 521 Police

After discussion, no changes were recommended.

5.b 529 Code Enforcement

After discussion, consensus to add \$11,000 to the \$25,000 already budgeted for part time Code Officer.

5.c 539 Public Works

After discussion, consensus to move \$6,000 from holiday lighting to tree trimming.

5.d 101 Road Fund

After discussion, consensus to add payment for lease purchase of a flat bed truck for six months.

5.e 103 CITT

After discussion, recommendation made to consider a bus shelter project on Sixth Avenue under Transit.

5.f 105 Forfeitures

After discussion, no changes were recommended.

Based on the recommendations of the Commission of which there was consensus, there is an additional \$46,237.80 added to the proposed budget. Manager Siegel confirms that there is consensus from the Commission to utilize \$50,000 from Reserves to cover added expenditures.

6 Announcements

Wednesday, August 19th - Parks & Parkway Advisory Board at 7:00pm
Monday, August 24th - Grand Opening & Ribbon Cutting Ceremony of Village Hall at 10:00am
Monday, August 24th - Biscayne Park Foundation at 7:00pm
Tuesday, August 25th - Greater Miami Shores Chamber Mixer from 5:30-7:30pm
Tuesday, August 25th - Recreation Advisory Board at 7:00pm
Tuesday, September 1st - Regular Commission Meeting at 7:00pm

7 Adjournment

The meeting was adjourned at 8:53pm.

Commission approved on _____.

Attest:

David Coviello, Mayor

Maria Camara, Village Clerk



Village of Biscayne Park

Commission Agenda Report

Village Commission Meeting Date: September 1, 2015

Subject: Acceptance of Board Minutes

Prepared By: Maria C. Camara, Village Clerk

Sponsored By: Staff

Background

The Board Minutes as listed below are being provided for the Commission's review and acceptance. If the minutes provided have not yet been approved by the Board, they are noted as DRAFT.

Staff Recommendation: Acceptance at Consent

Attachments

- Biscayne Park Foundation - June 15, 2015 DRAFT
- Recreation Advisory Board - July 28, 2015 DRAFT
- Planning & Zoning Board - August 3, 2015 DRAFT
- Planning & Zoning Board - August 17, 2015 DRAFT
- Code Compliance Board - August 10, 2015 DRAFT
- Public Art Advisory Board - August 12, 2015 DRAFT



Village of Biscayne Park

640 NE 114th Street
Biscayne Park, FL 33161

Tel: 305 899 8000

Fax: 305 891 7241

www.biscayneparkfl.gov
www.BiscayneparkFoundation.org

BISCAYNE PARK FOUNDATION MINUTES

Monday, June 16, 2015 at 7:00PM
Ed Burke Recreation Center
11400 NE 9th Court Biscayne Park, FL 33161

Board Members

President
Supreme Dorvil

Vice president
Jorge Marinoni

Treasurer
Joe Chao

Secretary
Marie Smith

Dorvil called the meeting to order 7:00p.m.

Roll Call: Board members: Supreme Dorvil, Joe Chao, Jorge Marinoni, Marie Smith present. In attendance, Krishan Manners.

Approval of Minutes: Condolences were expressed by the board members to president Dorvil whose father passed away in May. No foundation meetings had been held since March and no minutes were available.

Treasurer's Report: The report as filled in March 2015 remained the same. Since there had been inquiries as to the balance in the Foundation account by various residents, in submitting future minutes a financial statement will be attached. Our balance remained at \$5,552.00.

Old Business:

Lighting the entrance to the Rec. Center: Krishan Manners had obtained two estimates which he submitted to the board – one from Community Telephone, Inc. in an amount of \$19,049.00 and the second from HurricaneMark, Inc. the former quote for the entrance pathway only, the latter for the entire park area. A discussion followed. On the lower estimate the contribution that the foundation could afford would be \$2,000. The president said he would formulate a request to the commissioners for a matching amount. Krishan said he would continue to get additional estimates.

Oktoberfest, October 3, 2015: Joe would investigate the possibility of having some German Food trucks available. Krishan would try to obtain German music for the event and a permit for the serving of beer and wine would be obtained. Jorge Marinoni had spent \$129.83 for wine and beer for our past events and requested reimbursement. Motion made by president Dorvil to reimburse Jorge, motion seconded by Marie Smith. Motion passed.

Cita course at Rec Center: Joe Chao recommended that we should try and obtain sponsorship for this project as having an adult vita course at the park would encourage the residents to exercise at the cita sites within the park. We had a child's vita course but not an adult course. The installation of this equipment was becoming very popular in other municipalities.

Financial statement on the Village website: Joe Chao will contact the Village Clerk and give her the Foundation's Financial Statements to be posted on the website.

Next meeting: Monday, August 24th, 2015 @ 7:00 p.m.
Meeting Adjourned at 8:30p.m.

Minutes approved by the Board on _____.

Supreme Dorvil, President

Marie Smith, Secretary



RECREATION
ADVISORY BOARD

Dan Samaria
Chairman

Ivette Corrdero
Elizabeth Goldman
Andrew Hahn
Rosemary Wais

Alternate
Bridgita Pallango

MINUTES
RECREATION ADVISORY BOARD
Ed Burke Recreation Center 11400 NE 9th Court
Tues July 28, 2015 at 7:00PM

1. **CALL TO ORDER**- Meeting was called to order at 7:05pm
2. **ROLL CALL**-**Present:** Dan Samaria, Elizabeth Goldman, Rosemary Wais.
Absent- Andrew Hanh, Ivette Corredero and Bridgita Pallango.
Also Present Village Clerk Maria Camara, Village Manager Heidi Siegel and Manager Shelecia Bartley.
3. **ADDITIONS, DELETIONS OR WITHDRAWALS TO ORDER OF BUSINESS**
Addition-6d. Food Drive
Defer 5a to August 25th 2015 Meeting.
Chairman Samaria thanks Commissioner Anderson for giving his space in the newsletter for the Recreation Advisory Board.
4. **APPROVAL OF MINUTES**-The following Minutes were approved. November 23,2014, February 24,2015 and June 23, 2015. Motion made by Dan Samaria, seconded by Elizabeth Goldman. All in Favor 3-0.
5. **OLD BUSINESS**
 - 5b. Bike race -Rosemary Wais reviewed the finalized details of the Bike Race. Explained all of the materials and prizes that would be given out during the event; and the timeline of event.
 - 5c. Verification of Procedures for Foundation of Rec. funds- Chairman Samaria presented the procedures (attached)Manger Siegel recommended that RAB board presents this procedure as well as desire to fundraise to the Village commission. The Village Commission must authorize fundraising by any board. Motion was made by Dan Samaria to bring 5c to the August 4th Commission Meeting during Public Comment. Second by Rosemary Wais. All in favor 3-0.
6. **NEW BUSINESS**

Chairman Samaria moved Items 6a,6b,6c and 6d to the August 25th Meeting.



The Village of Biscayne Park

640 NE 114th St., Biscayne Park, FL 33161
Telephone: 305-899-8000 Facsimile: 305 891 7241

7. Public Comments- Village Manager Siegel: Hosting a Roundtable Discussion September 19th at Village Hall with parents/residents of the Village to get their opinion of programs/ activities they would like to see at the Recreation Center. Lego Club starting August 1st and happening every first Saturday of the month.

8. FUTURE CALENDAR OF EVENTS

9. Future Fund Raising

10. ANNOUNCEMENTS / SCHEDULE OF NEXT MEETING – The next meeting of the Recreation Advisory Board is **Tuesday August 25, 2015**, at 7:00PM.

11. ADJOURNMENT-Meeting Adjourned at 7:55pm Motion Made by Dan Samaria Seconded by Elizabeth Goldman. All in favor 3-0.

Minutes approved on _____

Dan Samaria, Chairman



The Village of Biscayne Park

640 NE 114th St., Biscayne Park, FL 33161

Telephone: 305-899-8000 Facsimile: 305 891 7241

PLANNING & ZONING BOARD

Gage Hartung
Chairman

Andrew Olis
Vice Chairman

Elizabeth Hornbuckle
Doug Tannehill
Jacqueline Pallango

Alternates
Max Deitermann
Mario Rumiano

MINUTES PLANNING & ZONING BOARD MEETING Ed Burke Recreation Center 11400 NE 9th Court – Biscayne Park, FL Monday, August 3rd, 2015 at 6:30pm

1. CALL TO ORDER

This meeting was called to order at 6:30 p.m.

2. ROLL CALL

Gage Hartung – Chair – present
Andrew Olis – Vice Chair – present
Elizabeth Hornbuckle – Board Member – absent
Doug Tannehill – Board Member – present
Jackie Pallango – absent
Max Deiterman – Alternate – absent
Mario Rumiano – Alternate - absent
Shanesa Mykoo, Krishan Manners, and Sal Annese – Staff attendance – present

3. OLD BUSINNES, DELETIONS OR DISCUSSIONS TO ORDER OF BUSINESS

APPROVAL OF MINUTES

July 20th, 2015
Motion by A. Olis, seconded by D. Tannehill and approved 3-0

4. PAINT PERMITS

a.Milanes – 810 NE 118th St
Motion by D. Tannehill, seconded by A. Olis, and approved 3-0

5. BUILDING PERMITS

a.Ambrosino – 735 NE 113th St – Wood deck
Motion by A. Olis, seconded by D. Tannehill and approved 3-0
a.a Ambrosino – 735 NE 113 St - Replace garage door
Motion by A. Olis, seconded by D. Tannehill and approved 3-0
b.Folgar – 11123 Griffing Blvd – Remodel driveway
Tabled – pending more information.
c.Andrade – 11515 NE 6th Ave – New pool
Motion by A. Olis, seconded by D. Tannehill and approved 3-0
d.Steinberg – 1010 NE 117th St – Replace windows
Motion by D. Tannehill, seconded by A. Olis and approved 3-0
e.Wise – 11465 NE 9th Ct – Install pergola
Motion by A. Olis, seconded by D. Tannehill and approved 3-0
f.Strantz – 11173 NE 8th Ct – Replace front porch tile
Motion by A. Olis, seconded by D. Tannehill and approved 3-0
g.Schindler – 1008 NE 115th St – One bedroom addition
Motion by D. Tannehill, seconded by A. Olis and approved 3-0
h.Martincak – 910 NE 120th St – Reroof
Motion by D. Tannehill, seconded by A. Olis and approved 3-0
i.Brito – 890 NE 109th St – Replace fence
Motion by A. Olis, seconded by D. Tannehill and approved 3-0
*Without screen mesh behind fence.
j.Sfez – 11816 NE 6th Ave – Remodel driveway (after the fact)
Motion by D. Tannehill, seconded by A. Olis and denied 3-0
k.Moss – 851 NE 118th St – Replace windows
Motion by A. Olis, seconded by D. Tannehill and approved 3-0



The Village of Biscayne Park

640 NE 114th St., Biscayne Park, FL 33161
Telephone: 305-899-8000 Facsimile: 305 891 7241

7. Administrative Variance

None

The next meetings of the Planning & Zoning Board are Monday, August 17th, 2015 and Tuesday September 8th, 2015.

8. ADJOURNMENT

This meeting was adjourned at 6:48 p.m.

Minutes approved on: _____
(Date)

By: _____
Gage Hartung, Chair Planning & Zoning Board



The Village of Biscayne Park

640 NE 114th St., Biscayne Park, FL 33161

Telephone: 305-899-8000 Facsimile: 305 891 7241

MINUTES PLANNING & ZONING BOARD MEETING

Ed Burke Recreation Center

11400 NE 9th Court – Biscayne Park, FL

Monday, August 17th, 2015 at 6:30pm

PLANNING & ZONING BOARD

Gage Hartung
Chairman

Andrew Olis
Vice Chairman

Elizabeth Hornbuckle
Doug Tannehill
Jacqueline Pallango

Alternates
Max Deitermann
Mario Rumiano

1. CALL TO ORDER

This meeting was called to order at 6:30 p.m.

2. ROLL CALL

Gage Hartung – Chair – present
Andrew Olis – Vice chair – present
Elizabeth Hornbuckle – Board Member - absent
Doug Tannehill – Board Member – present
Jackie Pallango – Board Member – absent
Max Deitermann – Alternate – absent
Mario Rumiano – Alternate – absent
Shanesa Mykoo and Sal Annese – staff attendance – present

3. OLD BUSINNES, DELETIONS OR DISCUSSIONS TO ORDER OF BUSINESS

APPROVAL OF MINUTES

August 3rd, 2015
-Postponed until next meeting.

4. PAINT PERMITS

a. Richmond – 11337 NE 8th Ct
Motion by D. Tannehill, seconded by A. Olis and approved 3-0

5. BUILDING PERMITS

a. Anderson – 11905 NE 11th PL – Replace fence
Motion by A. Olis, seconded by D. Tannehill and approved 3-0
b. New Capital Real Estate – 1010 NE 120th St – Remodel driveway
Motion by A. Olis, seconded by D. Tannehill and denied 3-0
*Resident needs to remodel the entire driveway.
c. Williams – 11948 NE 9th Ave – Window replacement
Motion by A. Olis, seconded by D. Tannehill and approved 3-0
d. Bilt – 450 NE 121st St – Replace fence
Motion by D. Tannehill, seconded by A. Olis and approved 3-0
e. Pontius – 751 NE 114th St – Window replacement
Motion by A. Olis, seconded by D. Tannehill and denied 3-0
*Resident needs to replace all windows in front of property.

7. Administrative Variance

None

The next meetings of the Planning & Zoning Board are Tuesday, September 8th, 2015 and Monday, September 21st, 2015.



The Village of Biscayne Park

640 NE 114th St., Biscayne Park, FL 33161
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8. ADJOURNMENT

This meeting was adjourned at 6:44 p.m.

Minutes approved on: _____
(Date)

By: _____
Gage Hartung, Chair Planning & Zoning Board



CODE
COMPLIANCE
BOARD

Gary Kuhl
Chairman

Harvey Bilt
Dale Blanton
Linda Dillon
Jenny Johnson-
Sardella

Alternate
Laura Graves

MINUTES
CODE COMPLIANCE BOARD
Ed Burke Recreation Center 11400 NE 9th Court
Monday, August 10th, 2015 at 7:00pm

1. CALL TO ORDER

This meeting was called to order at 7:00 p.m.

2. ROLL CALL

Gary Kuhl – Chair – present
Dale Blanton – Vice Chair – present
Harvey Bilt – present
Linda Dillon – present
Jenny Johnson – Sardella – absent
Laura Graves – Alternate – absent
Reginald White, Shanesa Mykoo and Krishan Manners – Staff attendance – present

3. ADDITIONS, DELETIONS OR WITHDRAWALS TO ORDER OF BUSINESS

4. APPROVAL OF MINUTES

- a. June 8th, 2015
Motion by L. Dillon, seconded by D. Blanton and approved 4-0
- b. July 13th, 2015
Motion by L. Dillon, seconded by H. Bilt and approved 4-0

5. NEW BUSINESS

- a. Mario Morejon & Rosa Cuenca - 11104 NE 9th Ct – Dilapidated wooden fence: Case# 15-0386.

Motion by D. Blanton, seconded by H. Bilt and approved 4-0

-Not in compliance, \$50.00 fine and \$10 daily fine as of August 11th, 2015.
- b. Roxie A Darity, Roxie Darity – 970 NE 113th St – Dome markers placed improperly on the swale: Case# 15-0387.

Motion by D. Blanton, seconded by H. Bilt and approved 4-0

-In compliance and case closed.



The Village of Biscayne Park

640 NE 114th St., Biscayne Park, FL 33161
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- c. Brandon Leno, Welansa Kifle – 923 NE 108th St – Yard debris and wooden boards stored on the property: Case# 15-0385.

Motion by D. Blanton, seconded by H. Bilt and approved 4-0

-Resident needs to be in compliance by August 15th, 2015. If resident does not comply there will be \$25 fine and \$5 daily fine commencing thereafter.

- d. The Housing League Inc – 11804 NE 11th Ave - Overgrown grass, weeds and shrubberies: Case# 15-0390.

Motion by D. Blanton, seconded by L. Dillon and approved 4-0

-Not in compliance, \$25 fine and \$5 daily fine as of August 11th, 2015.

- e. Small Time Invest LLC – 940 NE 121th St – Overgrown grass, weeds and shrubberies: Case# 15-0389.

Motion by D. Blanton, seconded by H. Bilt and approved 4-0

-\$50 fine for second offense.

- f. Megan Morrison – 11401 NE 7th Ave – Hedges and shrubberies blocking clear visibility at the intersection: Case# 15-0392.

-In compliance and case closed.

Motion by D. Blanton, seconded by H. Bilt and approved 4-0.

- g. Emmanuel Ortiz – 11501 NE 10th Ave – Overgrown grass, weeds and shrubberies: Case# 15-0384.

Motion by D. Blanton, seconded by H. Bilt and approved 4-0

- Resident needs to comply by August 14th, 2015. If not in compliance, there will be a \$25 fine and a \$5 daily fine commencing thereafter.

- h. Fiona Harre – 1107 NE 117th St – Unsightly green screening constructed without a permit: Case# 15-0388.

-Motion by D. Blanton, seconded by H. Bilt and approved 4-0

-In compliance and case closed.

- i. New Capital Real Est Holdings LLC – 1010 NE 120th St - Overgrown grass, weeds and shrubberies: Case# 15-0391.

-Motion by D. Blanton, seconded by L. Dillon and approved 4-0

In compliance and case closed.

- j. Brian Lilburn – 430 NE 121 St – Trailer stored past the front building line: Case# 15-0394.



Motion by D. Blanton, seconded by H. Bilt and approved 4-0

- Not in compliance, resident has 7 days to remove trailer. There will be a \$50 fine and \$10 daily fine commencing thereafter.

- k. Brian Lilburn – 430 NE 121th St – Overgrown grass, weeds and shrubberies: Case# 15-0395

Motion by D. Blanton, seconded by H. Bilt and approved 4-0

-Not in compliance, \$25 fine and \$5 daily fine commencing thereafter as of August 11th, 2015.

- l. Sweet Land Real Estate Assets LLC – 10706 NE 9th Ave - Construction debris/trash out on the wrong day: Case# 15-0396

Motion by D. Blanton, seconded by H. Bilt and approved 4-0.

-In compliance and case closed.

6. OLD BUSINESS

- a. Steven G. Bernard - 860 NE 115th St – Discolored and dirty exterior walls, storm shutters covering windows: Case# 15-0022

Motion by D. Blanton, seconded by L. Dillon and approved 4-0

-Postponed until September 14th, 2015 meeting, pending approval of permit.

- b. Gabriel Ighodaro - 745 NE 117th St – Dirty pool: Case# 15-0334

Motion by D. Blanton, seconded by H. Bilt and approved 4-0

-In compliance and case closed.

- c. Joan C Thompson – 750 NE 116th St – Dirty roof and discolored exterior surfaces of the house: Case# 15-0183

Motion by D. Blanton, seconded by H. Bilt and approved 4-0

-In compliance and case closed.

7. FINE REDUCTION

- a. Deutsche Bank – 1108 NE 119th St – various violations: Case# 6-08-1078, 6-08-1075, 1-09-1174, 6-08-1077, 4-09-1259, 5-13-1920, 1-09-1176, 1-09-1175, 15-0017.

-Motion by D. Blanton, seconded by H. Bilt and approved 4-0

-Offer accepted at \$45,000 bank has 45 days to make payment. If property is sold within 45 days, money will be held in escrow.



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- b. Carolyn P. Morra, Trustee Arthur Hunter Trust - 1013 NE 115th St– various violations: Case# 2-10-1369, 2-10-1370, 2-10-1373, 7-12-1610, 6-13-1975.
-Item not heard.
- c. Charles S. Serfaty – 11430 Griffing Blvd – various violations: Case# 02-733, 02-732, 02-734, 01-5008, 06-325, 06-328, 06-329, 06-330.
-Motion by D. Blanton, seconded by L. Dillon and approved 4-0
-offer accepted at \$500, if property is sold within 2 years, property will revert to its original fine.
- d. Melissa Palichat – 12025 NE 8th Ave – Dirty roof: Case# 12-00009
Motion by D. Blanton, seconded by L. Dillon and approved 4-0
-Offer accepted at \$1,000. Resident has 45 days to make payment.

8. Announcements/SCHEDULE OF NEXT HEARING

The next meeting of the code compliance Board is Monday September 14th, 2015

9. ADJOURNMENT

This meeting was adjourned at 8:15 p.m.

Minutes approved on _____

By: _____
Gary Kuhl, Chair



PUBLIC ART
ADVISORY BOARD

Amy Raymond
Chair

Karen Marinoni
Larry Newberry
Susan Weiss

MINUTES

PUBLIC ART ADVISORY BOARD

**Ed Burke Recreation Center, 11400 NE 9th Ct., Biscayne Park, FL
Wednesday, August 12, 2015 at 6:00PM**

1. CALL TO ORDER AND ROLL CALL – The meeting was called to order at 6:05pm. Present were board members Karen Marinoni, Amy Raymond, Susan Weiss, and Larry Newberry.
2. AGENDA ADDITIONS AND DELETIONS – None
3. PUBLIC COMMENT (PERMITTED FOR EACH AGENDA ITEM) – None
4. APPROVAL OF MINUTES – Karen Marinoni makes a motion to approve the minutes of July 8, 2015, and it was seconded by Susan Weiss. All in favor. Motion carries 4-0.
5. OLD BUSINESS –
 - a. Status of sculpture for pet waste station locations: Amy Raymond to bring information, cost, specs and images on metal dog silhouettes to next meeting. Idea to get residents to sponsor one for each location by paying for the cost. Clerk Maria Camara explained that a representative of the board will need to go before the Commission to (1) present the idea of the metal sculptures at each pet waste collection for their approval; and (2) present the idea of getting residents to donate/pay/sponsor each and to get their approval.
 - b. Call to Artists: The board members reviewed the draft provided by Susan Weiss on Call to Artists for sculptures to be on loan to the Village. Everyone to review and bring back to next meeting with edits. Clerk Camara provided each board member with the Village's Gift/Donation policy, referencing the requirements when it comes to art work.
 - c. Photo Contest: Amy Raymond to discuss ideas on how to implement a Photo Contest with the Parks & Recreation Manager.
6. NEW BUSINESS - None



The Village of Biscayne Park

640 NE 114th St., Biscayne Park, FL 33161
Telephone: 305-899-8000 Facsimile: 305 891 7241

7. NEXT MEETING DATE – Wednesday, September 9, 2015, at 6:00pm.
 8. ADJOURNMENT – Meeting was adjourned at 6:45pm.
-

Minutes approved on _____.



Village of Biscayne Park Commission Agenda Report

Village Commission Meeting Date: September 1, 2015

Subject: Resolution 2015-43

Prepared By: Maria Camara, Village Clerk

Sponsored By: Staff

Background

Traditionally the Village of Biscayne Park has donated \$2,500 per year to the North Miami Foundation for Senior Citizens' Services, Inc. This organization provides home meals, transportation, friendly visits and telephone contacts to the elderly. Of the 40,000 meals served annually, approximately 1,000 are for Biscayne Park residents.

Fiscal / Budget Impact

A line item under General Government was approved in the amount of \$2,500 under Aid to Private Organizations in the current FY 2014-15 budget.

Recommendation

Approval of Resolution 2015-43

Attachments

- Resolution 2015-43

1
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3 **RESOLUTION NO. 2015-43**
4

5 **A RESOLUTION OF THE VILLAGE**
6 **COMMISSION OF THE VILLAGE OF**
7 **BISCAYNE PARK, FLORIDA, RATIFYING**
8 **THE DONATION OF \$2,500 FOR FISCAL**
9 **YEAR 2014-15 TO THE NORTH MIAMI**
10 **FOUNDATION FOR SENIOR CITIZENS'**
11 **SERVICES, INC.; PROVIDING FOR AN**
12 **EFFECTIVE DATE**
13

14
15 WHEREAS, the North Miami Foundation for Senior Citizens Services, Inc.
16 (“Foundation”) is a non-profit organization which provides a wide range of assistance for
17 the elderly, including Meals on wheels and other services to support independent living; and

18 WHEREAS, every month residents in northern Miami-Dade County are assisted by
19 the programs and services created and coordinated by the Foundation, including over 1,000
20 home meals and other support delivered to Biscayne Park residents; and

21 WHEREAS, the Village Commission of the Village of Biscayne Park believes it is
22 in the best interests of its citizens to support the Foundation as it is a valuable resources for
23 elderly residents; and,

24 WHEREAS, the allocation made as part of the budget adopted for fiscal year 2014-
25 15 is \$2,500.00 in General Government, consistent with the prior years’ donations.
26

27 NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COMMISSION OF
28 THE VILLAGE OF BISCAYNE PARK, FLORIDA, THAT:
29

30 Section 1. The foregoing “Whereas” clauses are hereby ratified and confirmed
31 as being true and correct and hereby made specific part of this Resolution upon adoption
32 hereof.



Village of Biscayne Park Commission Agenda Report

Village Commission Meeting Date:	September 1, 2015
Subject:	Resolution 2015-44 An Amendment to the Agreement with WastePro of Florida, Inc. to Allow WastePro to be Responsible for Trash and Garbage Disposal.
Prepared By:	Heidi Siegel, AICP, Village Manager
Sponsored By:	Staff

BACKGROUND

At its July 7th, 2015 meeting the Village Commission heard presentations from Miami-Dade County and WastePro regarding trash and garbage disposal options (dumping). At its August 4th, 2015 Commission meeting, the Commission directly staff to prepare an amendment to the current WastePro agreement to allow WastePro to be responsible for trash and garbage disposal locations.

The Village Attorney prepared the attached amendment to the WastePro agreement.

FISCAL IMPACT

Per the existing Franchise Agreement with WastePro, they are responsible for all disposal fees.

RECOMMENDATION

Approval of Resolution 2015- 44

Attachments

- Resolution 2015-44
- Amendment to the Agreement with WastePro of Florida, Inc. to Allow WastePro to be Responsible for Trash and Garbage Disposal.

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3 **RESOLUTION NO. 2015-44**
4

5 **A RESOLUTION OF THE VILLAGE COMMISSION OF**
6 **THE VILLAGE OF BISCAYNE PARK, FLORIDA**
7 **AUTHORIZING THE APPROPRIATE VILLAGE**
8 **OFFICIALS TO EXECUTE THE AMENDMENT TO**
9 **THE AGREEMENT BETWEEN THE VILLAGE OF**
10 **BISCAYNE PARK AND WASTE PRO OF FLORIDA,**
11 **INC. FOR SOLID WASTE AND RECYCLING**
12 **COLLECTION SERVICES, TO ALLOW WASTE PRO**
13 **TO BE RESPONSIBLE FOR TRASH AND GARBAGE**
14 **DISPOSAL; PROVIDING FOR AN EFFECTIVE DATE**
15

16
17 WHEREAS, on June 2, 2014, the Village of Biscayne Park and Waste Pro of Florida
18 entered into an Agreement for solid waste and recycling collection services, which Agreement is
19 incorporated herein by reference as Exhibit "1" (hereinafter the "Agreement"); and,
20

21 WHEREAS, the Village Commission is desirous of allowing Waste Pro to be responsible
22 for trash and garbage disposal; and,
23

24 WHEREAS, the parties are desirous of amending the Agreement.
25

26 **NOW THEREFORE IT IS HEREBY RESOLVED BY THE VILLAGE**
27 **COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA, AS FOLLOWS:**

28
29 **Section 1.** The foregoing "WHEREAS" clauses are hereby ratified as true and correct
30 and incorporated herein by this reference.

31 **Section 2.** The appropriate Village officials are hereby authorized to execute the
32 Amendment to the Agreement between the Village of Biscayne Park and Waste Pro of Florida,
33 to allow Waste Pro to be responsible for trash and garbage disposal, incorporated herein by
34 reference as Exhibit "2".

35 **Section 3.** This Resolution shall take effect upon adoption.

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PASSED AND ADOPTED this ____ day of _____, 2015

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

David Coviello, Mayor

Mayor Coviello: ____
Vice Mayor Anderson: ____
Commissioner Jonas: ____
Commissioner Ross: ____
Commissioner Watts: ____

Attest:

Maria C. Camara, Village Clerk

Approved as to form:

John J. Hearn, Village Attorney

EXHIBIT 1

**AGREEMENT
BETWEEN
VILLAGE OF BISCAYNE PARK, FLORIDA
AND
WASTE PRO OF FLORIDA, INC.
FOR
SOLID WASTE AND RECYCLING COLLECTION SERVICES**

This Agreement made and entered into this 2 day of June, 2014, by and between the VILLAGE OF BISCAYNE PARK, FLORIDA, a municipal corporation of the State of Florida (hereinafter "Village") and Waste Pro of Florida, Inc. (hereinafter "Contractor").

WHEREAS, Village issued competitive RFP No. 2014-01 (hereinafter the "RFP") for Solid Waste and Recycling Collection Services; and

WHEREAS, Contractor was awarded RFP by a selection committee as directed by the Village Commission; and

WHEREAS, pursuant to Section 4.03 of the Village Charter, on May 21, 2014 the Village Commission adopted Ordinance Number 2014-03 which authorized execution of this Franchise Agreement by both parties on terms substantially similar to those stated in the RFP;

NOW, THEREFORE, in consideration of the mutual promises and understandings set forth herein, the parties hereto agree as follows:

**ARTICLE I
INCORPORATION OF DOCUMENTS**

The RFP, including Addenda #1 through #4, and the proposal submitted by the Contractor, (hereinafter, collectively, the "RFP Documents") are attached hereto and incorporated herein in their entirety as Exhibit "A". Except as otherwise provided in this Agreement, the parties shall comply with the terms and conditions set forth in the RFP Documents.

**ARTICLE II
TERM**

The term of this Agreement/Franchise for Solid Waste and Recycling Collection Services (the "Term") shall be for five (5) consecutive years, commencing on October 1, 2014 at 12:00 AM through October 1, 2019 at 11:59 PM. The term may be extended for up to two (2) additional five (5) year terms, subject to the execution of a written amendment to this Agreement signed by both parties unless the Contractor gives written notice to the Village Manager that the Contractor is not willing to renew this Agreement and such notice is delivered at least three hundred sixty (360) calendar days before the end of the then current term of the Agreement. With regard to the initial term and each renewal term (if any), the Village shall give written notice to the Contractor at least one hundred eighty (180) calendar days before the end of the then current term if the Village wishes to renew this Agreement.

ARTICLE III
FRANCHISE

For a period of five (5) years commencing on _____, 2014 (the "Effective Date"), and for any renewal terms, the Village hereby grants Contractor the exclusive franchise and the sole obligation to operate and maintain a comprehensive garbage, trash and other refuse collection including roll-off and removal system and service as well as recycling collection systems for residential customers in and for the Village as specified in RFP NO. 2014-01, which is attached hereto as Exhibit "A", and incorporated herein. Contractor is authorized by Village to enter in, upon, over and across the present and future streets, alleys, bridges, easements and other public places of the Village for the purposes of collecting the garbage, trash, recyclables, and other refuse of the residents, inhabitants, businesses and other entities existing within the municipal corporate limits of the Village, Miami-Dade County, Florida, or as directed in conformance with the Charter and Ordinances of the Village and other applicable law. Further, Contractor may enter certain private property for the purpose of collection as described above provided the waiver of liability form is properly completed by the property owner.

ARTICLE IV
DUTIES OF CONTRACTOR

The Village shall provide all recycling receptacles to be used by serviced residential units. The Contractor shall maintain all recycling receptacles to be used by serviced residential units. The Contractor will replace up to 10% of missing receptacles Village-wide in any given year.

All services provided shall be consistent with "Exhibit C" Scope of Services, attached hereto and incorporated herein. All collection shall be consistent with all Village Ordinances, as amended from time to time.

The Contractor shall provide the Village with \$5,000.00 in payment and in-kind services for special events and community outreach each year of this Term.

Contractor will strive to implement Compressed Natural Gas (CNG) recycling collection vehicles in the Village by October 1, 2017.

ARTICLE V
OFF-STREET RESIDENTIAL COLLECTION SERVICE

Contractor shall provide off-street collection of Residential Solid Waste from residential service units if a request for off-street service has been made to and approved by Village in the manner required by Village, including a waiver of liability form filled out by the property owner. Village shall notify Contractor in writing of any residents requiring off-street service. No additional monies shall be due to the Contractor for the provision of off-street service. The point of collection for off-street service shall be the back or side yard or such other location as is mutually agreeable to the Contractor and the resident. In the event the appropriate location cannot be agreed upon, the Village shall mediate the dispute and designate the location for collection. Contractor shall provide off-street service on the same scheduled collection day that residential curbside service would otherwise be provided to the residential service unit.

ARTICLE VI
PROPER COLLECTION PROCEDURES FOR CONTRACTOR

When providing collection services, Contractor shall thoroughly empty the customer's collection containers and return them in an upright position to the location where they were placed by the customer.

After the Contractor empties a collection container that has a lid, the Contractor shall place the lid back on top of the collection container and close it securely.

Contractor shall handle collection containers carefully and in a manner to prevent damage. Garbage cans, garbage carts, recycling containers and their lids shall not be tossed or thrown by the Contractor. Should the recyclable materials exceed the amount of space provided for by the recyclable container utilized by the resident, the Contractor shall make every effort to also collect the "excess" recyclable material during the scheduled pick-up.

The Contractor shall provide collection service with as little noise and disturbance as possible.

ARTICLE VII PROCEDURES FOR MISSED COLLECTIONS

If the Village Manager or a customer notifies the Contractor about a missed collection, the Contractor shall promptly return to the customer's premises and collect all of the residential waste, or recyclable material (as the case may be) that has been set out for collection. If the Contractor is notified before noon, the collection shall be completed before the end of that day. If the Contractor is notified after noon, the collection shall be completed before noon on the next business day, or 24 hours, whichever is earlier.

ARTICLE VIII SPILLAGE AND LITTER BY CONTRACTOR

Contractor shall not cause or allow any solid waste, liquid, or other material to be spilled, released or otherwise dispersed in the Village as a result of the Contractor's activities.

Contractor shall immediately pick up any spillage or litter from collection containers that is caused by the Contractor.

When hauling or transporting any material over public roads in the Village, the Contractor shall use a covered or enclosed vehicle or other device to prevent the material from falling, blowing or escaping from the vehicle. If solid waste or any other material escapes from or is scattered by Contractor's vehicle for any reason, Contractor shall immediately pick up such material.

Contractor's vehicles shall not release or cause litter in violation of the Florida Litter Law (Section 403.413, Florida Statutes) or the Village Code. If litter is released or falls from Contractor's vehicle for any reason, the Contractor shall immediately stop the vehicle and retrieve the litter.

The Contractor shall immediately clean up any oil, hydraulic fluid or other liquid that leaks or spills from Contractor's vehicles and the Contractor shall repair any associated damage.

If the Village Manager or a customer notifies the Contractor before noon that the Contractor has caused litter, or caused a leak or spill of solid waste, oil, hydraulic fluid or other liquids or materials, the Contractor shall clean up the liquids and materials before the end of the day. If the Village Manager or a customer notifies the Contractor after noon, the Contractor shall clean up the liquid or materials before noon on the next business day, or 24 hours, whichever is earlier.

ARTICLE IX
COLLECTION OF SOLID WASTE AFTER A DISASTER

Following a hurricane, tornado, or other natural or human event that is declared a federal disaster, the Contractor shall use its best efforts to immediately collect, by any means available, all of the solid waste that is set out by customers. This shall be the Contractor's primary responsibility until the Contractor is able to provide collection services on a routine basis, as determined by the Village Manager. The Contractor shall use its best efforts to resume its collection services on the scheduled collection days as soon as possible after the disaster.

This Agreement does not give the Contractor the right to collect disaster debris within the public rights-of-way. The Village will enter into a separate contract with the Contractor if the Village wishes to utilize the Contractor's services for the collection of disaster debris. Nothing herein shall require the Village to utilize the services of Contractor, or prevent the Village from hiring another person to collect disaster debris. Among other things, the Village may utilize a disaster debris contract in accordance with the Village's emergency management plan or the Village may utilize the Village personnel and equipment for the collection of disaster debris. The Contractor shall comply with the provisions of the Contractor's response to RFP 2014-01 relating to collection of solid waste after a disaster, the "Disaster Preparedness Plan Summary For the Village of Biscayne Park", section 3.12.

ARTICLE X
FRANCHISE FEE

Contractor agrees to pay eleven percent (11%) Franchise Fee to the Village in return for the use of the streets, alleys, bridges, easements and other public places of Village as reflected in the Rate Structure attached hereto as Exhibit "B", for Solid Waste, Recyclable Materials, and other refuse collection and removal accounts inclusive of single-family, multi-family and nonresidential accounts served within the Village's municipal corporate limits. The aforesaid payment shall be made to Village by:

(a) Village deducting the Franchise Fee from the amounts collected by Village from the accounts served by the Contractor, as provided herein, or

(b) Collection and payment of the Franchise Fee by Contractor where Contractor performs the billing and collection of payment, as provided by the direction of the Village under the terms and conditions of this Agreement.

The Village shall remit payment to the Contractor the sum of money equal to the Village's gross billing to resident per unit for solid waste collection services on a monthly basis, due on or before the 15th day of the following month.

ARTICLE XI
RATE ADJUSTMENT

Annual Service Fee Adjustment. The service fee shall be adjusted on October 1, 2016 and each subsequent year during the term of this Agreement (including any renewal of this Agreement). The service fee shall be adjusted based on a combined index consisting of ninety percent (90%) of the percentage change in the previous year's Consumer Price Index (CPI) plus ten percent (10%) of the percentage change in the previous year's Fuel Index, as described below. The total rate increase in a given year shall be capped at five percent (5%).

Any rate adjustment requested by the Contractor must be fully documented and received by the Village Manager by April 15th of every year.

Current Service Fee x (90% x CPI change + 10% Fuel Index change) = Change in subsequent year's Service Fee.

The CPI change shall be the percentage change in the average CPI for All Urban Consumers (not seasonally adjusted, south urban, all items) published by the United States Department of Labor Bureau of Labor Statistics, for the twelve (12) month period ending the most recent June 30, as compared to the twelve (12) month average of the preceding year ending June 30.

The Fuel Index change shall be the percentage change in the average fuel prices published by the United States Department of Energy, Energy Information Administration, for Lower Atlantic PADD 1C (No. 2 Diesel Low Sulfur Commercial Prices by All Sellers) for the twelve (12) month period ending the most recent June 30, as compared to the twelve (12) month average of the preceding year ending June 30.

Example:

Assumptions: CPI change= 2.95% - Fuel Index change = 11.4%

Combined Index= (90% x CPI change + (10% Fuel Index change) = 3.78%

Adjustment by Petition. The Contractor may petition the Village to adjust the rates listed based upon unusual and unanticipated increases in the cost of conducting business, including, but not limited to, changes in laws or regulations. Any such petition shall be supported by documentation establishing the increase in operating costs and the reasons therefor. The Village may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered insufficient. In the event the Village does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the Village, the Agreement may be cancelled by the Village upon thirty (30) days' written notice to the Contractor. If requested by the Village, the Contractor shall continue to provide collection services for up to one hundred eighty (180) days at the previous adjusted rate.

In the event a municipality within Miami-Dade County or Broward County negotiates a more favorable rate than the Village after the execution of this Agreement or for the provisions of the same or substantially the same services (residential only) provided in this Agreement with the Contractor of this Agreement, the Contractor shall be required to, upon execution of the agreement with the neighboring municipality, reduce the rates charged to the Village to be equal to or lower than the rates charged to the neighboring municipality. Neighboring municipality shall mean all municipalities located within Miami-Dade County.

ARTICLE XII DISPOSAL OBLIGATION AND PAYMENT

Contractor and Village acknowledge the contractual obligation between the Village and Miami-Dade County, Florida for the disposal of solid waste. All solid waste collected for the Village by the Contractor shall be delivered to a Miami-Dade County Solid Waste System facility.

Contractor agrees to accept Recyclable Waste for disposal from the Village and Village agrees to deliver such Acceptable Waste. Recyclable Waste shall be defined as Recyclable Material, Recovered Materials collected by residents within the Village of Biscayne Park, Florida. For greater certainty, Village

acknowledges that Recyclable Waste shall not contain any infectious waste or Hazardous Waste; "Hazardous Waste" means waste listed, characterized or designated as hazardous by the United States Environmental Protection Agency pursuant to the Resource Conservation and Recovery Act, 42 USC 6901 et seq., as amended from time to time and its implementing regulations, and by analogous Florida statute, regulations, orders or rules and includes any substance which is deemed hazardous by any judicial or governmental entity, body or agency having jurisdiction to make such determination; "Recyclable Material" shall have the meaning assigned to such term under Chapter 62-701.200 (104) F.A.C., as the same may be amended from time to time during the term hereof; "Recovered Materials" shall have the meaning assigned to such term under Chapter 62-701.200 (102) F.A.C., as the same may be amended from time to time during the term hereof with minimum contamination; and "Designated Disposal Facility" means the Contractor's designated approved Recycling Facility.

The service fee shall be inclusive of the cost of disposal not to exceed 2,700 tons. Any amount above 2,700 tons shall be paid by the Village at Contractor's direct cost.

The Village maintains the right to audit the cost of disposal on an annual basis.

In the event of a change in law for disposal obligation or a significant change in the Village's Recycling program that has the potential to materially affect the cost of disposal as set forth in Exhibit "D", attached hereto and incorporated herein, the Village and the Contractor agree that a generation study will be performed at the request of the Village with the cooperation of the Contractor. The Contractor will fund the study. The Village reserves the sole right to select the Consultant to perform the study. The Contractor and Village shall work together to develop a methodology that will be used to perform the waste generation study, including the selection of representative routes, and the scope, timing and duration of the study. However, the Village shall have the sole right to approve or revise the methodology for the waste generation study. The generation study will be designed to establish an alternate monthly cost of disposal. The Contractor shall cooperate fully with the Village related to the performance and completion of the study.

If the waste generation study results in an annual disposal avoidance factor that is lower than the initial generation rate due to the services provided by Contractor, the Contractor shall receive thirty five percent (35%) of any excess disposal fees and shall reimburse the Village sixty five percent (65%) of the annual disposal avoidance rebate to the Village due and payable within thirty (30) days of each contractual year. The Village may audit participation on an annual basis and reserves the right to increase this minimum based on increased recycling participation.

The Contractor shall share all recycling rebates derived from the sale of recyclables with the Village. The rebate share shall be twenty percent (20%) Contractor/eighty percent (80%) Village.

ARTICLE XIII WORKFORCE

The direction and supervision of solid waste and recycling collection and disposal shall be by competent, qualified, sober and drug-free personnel. The Contractor shall devote sufficient personnel, time and attention to the direction of operation to assure performance satisfactory to the Village. Any employee of the Contractor who does not conduct himself in a proper fashion, or is incompetent or negligent in the due and proper performance of his duty, or is disorderly, dishonest, intoxicated, obscene or grossly discourteous shall be discharged from duty in the Village upon receipt by the Contractor of a written request from the Village Manager that such action be taken. The Village shall specify reasons for the request.

The Contractor shall comply with all applicable state and federal laws relating to wages, hours, and all other applicable laws relating to the employment or protection of employees, now or hereafter in effect.

The Contractor agrees to pay all of its employees on duty in the Village no less than the Miami-Dade Living Wage and to abide by other requirements as established by the Congress of the United States in the Fair Labor Standards Act as amended and changed from time to time.

No person convicted of a crime(s) and/or repeated non-criminal violations of traffic laws which demonstrate a propensity to unfaithfully fulfill the duties of his employment such as, but not limited to, larcenous activity, aggravated battery or other violence, those relating to the operation of motor vehicles, and any crime for which civil rights have been removed within the last two (2) years shall be employed by the Contractor for duty in the Village.

Contractor agrees to hire and retain for the term of this Agreement, subject to the Contractor's job performance standards, a minimum of six (6) of the Village's current sanitation department employees. Such employment shall be on a full time basis provided the employee accepts the employment offer (consisting of at least thirty five (35) hours per week of employment and eligibility for all benefits generally available for full-time employees of the Contractor) and at a wage at least equal to Contractor's employees in a similar position.

Contractor shall maintain and update the Village with a list of all Contractor employees servicing the Village.

ARTICLE XIV PHONE SERVICE

The Village may, at its discretion, forward a dedicated phone line for customer service purposes to the following number which shall be managed by Contractor: 305-651-7011.

ARTICLE XV LIQUIDATED DAMAGES

In the event Contractor is in violation of any provision of this Agreement, the Village shall levy liquidated damages as outlined below:

- 1st event – written warning, with twenty four (24) hours to cure;
- 2nd event - \$500 per day;
- 3rd event - \$750 per day; and
- 4th event or more - \$1000 per day.

ARTICLE XVI TERMINATION FOR CAUSE

The Village may terminate this Agreement if the Contractor materially breaches this Agreement and does not cure said material breach within seven (7) days of receipt of written notice from the Village. If the breach cannot be reasonably cured within the applicable cure period, the Village may extend the time limit provided that the Contractor promptly undertakes and continues efforts to cure said material breach within a reasonable time. If the material breach is not cured, the Village may terminate this Agreement by providing written notice. Such termination will be effective on the date given in the notice.

ARTICLE XVII
CONTRACTOR'S OBLIGATIONS PRIOR TO TERMINATION OF AGREEMENT

Continuation of Contractor's Service. If the Village does not exercise its right to renew this Agreement or if there are no renewal options remaining, the Village will attempt to award a new agreement at least six (6) months prior to the expiration of this Agreement. In the event a new agreement has not been awarded within such time frame, the Contractor shall provide collection services to the Village for an additional ninety (90) calendar days after the expiration of this Agreement, at the then current rates, if the Village requests this service.

Sale or Lease of Contractor's Mechanical Containers. Upon request, the Contractor shall enter into good faith negotiations to allow the Village or the Village's newly selected franchise hauler to purchase, or rent for up to ninety (90) days, the mechanical containers (if any) used and owned by the Contractor in the service area. The purchase price and rental fee shall be negotiated, but shall not be greater than the fair market value.

Schedule for Termination of Contractor's Services. Prior to the termination of this Agreement, the Contractor shall work with the Village to ensure that there is no interruption or reduction of service when the Contractor ends its services to the Village. If a new franchise agreement is awarded to a franchise hauler other than the Contractor, the Contractor shall coordinate and cooperate with the newly selected franchise hauler, as well as the Village, to minimize any disruptions in the service provided to the public.

Village's Right to Procure New Services. At any time, the Village may issue a request for proposals, or commence negotiations with a hauler other than the Contractor, or take any other step deemed necessary by the Village to obtain the services of a hauler which will collect solid waste for the Village after this Agreement expires or is terminated.

ARTICLE XVIII
ASSIGNMENT OF AGREEMENT

No assignment of this Agreement or any right or responsibility occurring under this Agreement, shall be made in whole or in part by the Contractor without the express written consent of the Village Manager. The Village Manager shall have the right to approve or deny, with or without cause, any proposed or actual assignment by the Contractor. Any assignment of this Agreement made by the Contractor without the express written consent of the Village Manager shall be null and void and shall be grounds for the Village to declare a default of this Agreement. In such cases, the Village may terminate this Agreement by giving written notice to the Contractor, and this Agreement shall be deemed terminated on the date designated in the notice. Upon such termination, all liability of the Village under this Agreement to the Contractor shall cease, except for the amounts due and owing for collection services completed at that time. Thereafter, the Village shall have the right to call the performance bond and shall be free to negotiate with any hauler for the service which is the subject of this Agreement.

In the event that the Village Manager's consent to any proposed assignment is denied, Contractor shall continue to provide all of the services required herein for the remainder of the term.

If any assignment is approved by the Village Manager, the assignee shall fully assume all of the liabilities of the Contractor.

The requirements of this Article shall include, but not be limited to, cases where the Contractor hires a subcontractor to undertake any of the Contractor's obligations under this Agreement.

ARTICLE XIX
INDEMNIFICATION

The parties hereby agree that the following indemnification provision shall govern this Agreement:

Contractor agrees to indemnify and hold harmless the Village, its officers, agents and employees from and against any and all claims, suits, actions, damages and causes of action whatsoever, legal or administrative proceedings, liabilities, interest, attorney's fees, costs of any kind whether arising prior to the start of activities or following completion or acceptance and in any manner directly or indirectly caused, occasioned or contributed to in whole or in part by reason of any act, error or omission, fault or negligence whether active or passive by Contractor, or anyone acting under its control, direction, or on its behalf in connection with or incident to its performance of this Agreement and the RFP Documents. Nothing in this Agreement, or under the RFP Documents, shall be construed to affect in any way the Village's rights, privileges, and immunities under the doctrine of "sovereign immunity" and as set forth in Section 786.28, Florida Statutes.

ARTICLE XX
VILLAGE'S RIGHT TO INSPECT AND AUDIT CONTRACTOR'S RECORDS

Contractor shall cooperate with the Village Manager and provide every reasonable opportunity for the Village to ascertain whether the duties of the Contractor are being performed properly. Contractor shall promptly provide any information regarding the services provided by the Contractor under this Agreement, in addition to the information required explicitly by this Agreement, that the Village Manager or the Contractor deem relevant under the circumstances.

The Village shall have the right to inspect, copy and audit, at the Village's expense, all of the Contractor's records concerning the Contractor's services under this Agreement. The Contractor's records shall be made available for inspection in the Village during normal business hours, within five (5) business days after the Village requests the records.

The Contractor understands, acknowledges and agrees that it shall, pursuant to Section 119.0701, Florida Statutes, as amended from time to time, do the following:

- (a) Keep and maintain public records that ordinarily and necessarily would be required by the Village in order to perform the same service being rendered within this Agreement;
- (b) Provide the public with access to public records and at a cost that does not exceed the cost provided within Chapter 119, Florida Statutes, as amended from time to time, or as otherwise provided for by law;
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and
- (d) Meet all requirements for retaining public records and transfer, at no cost, to the Village all public records in possession of Contractor upon termination of this Agreement. Further, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Village in a format that is compatible with the then current Village computer systems.

Contractor understands, acknowledges and agrees that the Village is required, pursuant to Section 119.0701, Florida Statutes, as amended from time to time, to ensure compliance with this Article by

enforcing the terms of this Agreement. As a result of the foregoing, any violation of this Article shall be a material breach and this Agreement may be terminated by the Village without any penalty.

Prior to termination, the Village shall give written notice to Contractor that it is in violation of this Article. Contractor shall have five (5) business days to cure a violation of this Article.

Notwithstanding any other provisions in this Agreement to the contrary, Contractor shall be liable for any and all damages, including but not limited to, consequential and incidental damages, that may arise out of breach of this Article of the Agreement.

ARTICLE XXI QUARTERLY REPORT

The Contractor shall submit a quarterly report to the Village Manager no later than the fifteenth (15th) day of each calendar quarter (i.e., January 15, April 15, July 15, October 15). At a minimum, the quarterly report shall contain the following information for the previous quarter: (a) the total quantity of each type of residential waste (e.g., solid waste, bulk waste) delivered to each facility; (b) the total quantity of recyclable material delivered to a facility; (c) the number of missed collections; (d) a summary of each accident involving personal injuries or property damage; and (f) the total number of legitimate complaints.

Whenever the Contractor submits a quarterly report to the Village, the Contractor also shall submit a signed written statement from the District Manager or their designee, verifying that the quarterly report is accurate in all respects. The District Manager or their designee also shall: (a) verify each month that all of the residential waste collected by the Contractor has been delivered to a facility; (b) the Contractor has accurately informed each facility whether to bill the Village for each load delivered by the Contractor; and (c) the Contractor's quarterly report accurately accounts for all such deliveries.

Contractor shall comply with its "Customer Service Plan" as contained in Contractor's Response to RFP 2014-01, section 2.4.

ARTICLE XXII CONSTRUCTION OF AGREEMENT

Both parties acknowledge that they are represented by legal counsel and they have had meaningful input into the terms and conditions contained in this Agreement. Therefore, any doubtful or ambiguous provisions contained herein shall not be construed against the party that physically prepared this Agreement. The rule sometimes referred to as "Fortius Contra Proferentum" shall not be applied to the interpretation of this Agreement.

ARTICLE XXIII ENTIRETY OF CONTRACTUAL AGREEMENT

This Agreement, together with the attachments hereto, sets forth the entire Agreement between the parties, and there are no promises or understandings other than those stated herein. None of the provisions, terms or conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by both parties hereto.

ARTICLE XXIV
GOVERNING LAW AND VENUE

The laws of the State of Florida shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and shall govern the interpretation of this Agreement. Any and all legal or equitable actions necessary to enforce this Agreement shall be held and maintained solely in the state courts in and for Miami-Dade County, Florida. Venue shall lie exclusively in Miami-Dade County.

ARTICLE XXV
INSOLVENCY

In the event that either party shall become insolvent, make a general assignment for the benefit of creditors, suffer or permit the appointment of a receiver for its business or its assets or shall avail itself of, or become subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or the protection of rights of creditors, or become subject to rehabilitation, then, at the option of the other party and immediately upon written notice, this Agreement shall terminate and be of no further force and effect.

ARTICLE XXVI
NOTICE

All notices required shall be sent by certified mail, return receipt requested. If sent to Village, such notices shall be mailed to:

Maria C. Camara, Village Clerk
Village of Biscayne Park
640 NE 114th Street
Biscayne Park, FL 33174

And if sent to Contractor, such notices will be mailed to:

Russell Mackie, Region Vice President
Waste Pro of Florida, Inc.
17302 Pines Boulevard
Pembroke Pines, FL 33029

ARTICLE XXVII
REMEDIES

This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce this Agreement will be held in Miami-Dade County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any part of any right, power or remedy hereunder shall preclude any other or further exercise hereof.

ARTICLE XXVIII
SEVERABILITY

If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE XXIX
MODIFICATIONS TO THE CONTRACT

The Village shall have the power to make changes in this Agreement as the result of changes in law, Village Code or both to impose new rules and regulations on the Contractor under this Agreement relative to the scope and methods of providing collection services as shall from time-to-time be necessary and desirable for the public welfare. The Village shall give the Contractor notice of any proposed change and an opportunity to be heard concerning those matters. The scope and method of providing collection services as referenced herein shall also be liberally construed to include, but is not limited to the manner, procedures, operations and obligations, financial or otherwise, of the Contractor.

ARTICLE XXX
THIRD PARTY RIGHTS

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than Village and Contractor.

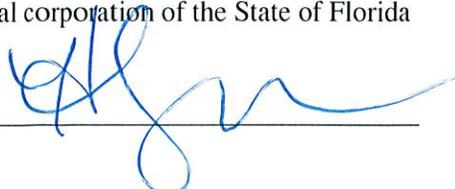
ARTICLE XXXI
INSURANCE

For the entire term of this agreement, and any renewal terms, Contractor shall comply with the insurance provisions delineated at Article VII, as required by RFP 2014-01, and specifically, the Certificate of Liability Insurance provided by Contractor under its response to RFP 2014-01, section 5.20.

(AGREEMENT BETWEEN THE VILLAGE OF BISCAYNE PARK, FLORIDA AND WASTE PRO OF FLORIDA, INC. FOR SOLID WASTE AND RECYCLING COLLECTION SERVICES)

IN WITNESS WHEREOF, the parties hereto have set their hands and official seals the day and year first above written.

VILLAGE OF BISCAYNE PARK, FLORIDA,
a municipal corporation of the State of Florida

By:  _____

ATTEST:



Maria C. Camara, Village Clerk

APPROVED AS TO FORM & LEGALITY
For the use and reliance of the Village of
Biscayne Park, Florida only.



John J. Hearn, Village Attorney

Waste Pro of Florida, Inc., a Florida corporation

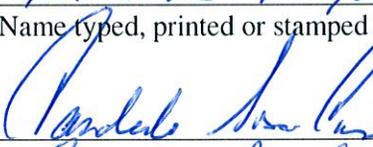
By: 

Russell Mackie, Region Vice President

WITNESSED:



Name typed, printed or stamped



Candido Sosa-Care
Name typed, printed or stamped

Exhibit B - Residential Curbside Service

Residential Garbage, Trash and Recycling Collection Services

Monthly charge per dwelling unit		8/1/2014
Collection:	Rate per Month	
Garbage	\$	13.72
Trash	\$	8.25
Recycling	\$	3.00
TOTAL RATE	\$	24.97

Residential Multifamily Garbage and Trash Collection Services (over 4 units)

	Rates Per Service	
Rolled Out Commercial 95 or 101 gallon container	\$	27.96
Rolled Out Container (and return)	\$	3.50
Opening or Closing Doors/Gates	\$	3.50
Locks for Containers	\$	14.00
Unlocking Containers	\$	14.00
Supplying and retrofitting locking mechanism	\$	10.00
Adding/Exchanging Wheels on Containers	\$	14.00
Adding/Exchanging Lids on Containers	\$	25.00
Moving Container Location per Customer Request	\$	25.00
Changing out size of container more than 2x per year	\$	25.00
Additional pickups for residential containerized Customers	\$	14.34
Turnaround Compactors	\$	50.00
	Service Per Month	
Additional Quarterly Special Trash Manual / Non-Mechanical pickup	Service Per Cubic Yard \$	15.00



Exhibit C

Village of Biscayne Park
RFP No. 2014-01
Solid Waste Collection Services

Scope of Services Solid Waste Collection Operations Plan

- This operation plan provides the same service that the Village currently receives but reducing the number of days to two.
- Twice a week manual pick-up of garbage on **Tuesdays** and **Fridays** for all residences, Multiple Unit Residences, Non-Residential Use sites, and Municipal owned buildings. Residences will provide their own containers, not to exceed forty (40) gallons in capacity. Residents will place their containers out on the curb unless they are registered with the Village for “Off-street Residential Collection Service”, whereas Waste Pro will then enter their property and pick up their garbage from inside.
- Once a week manual pick-up of trash and yard waste (vegetative waste) on **Tuesdays**. This will allow residents to do their yard work over the weekend and have fewer days of trash out visible in the community. Residents place either their container(s) not to exceed forty (40) gallons or a pile, not to exceed two (2) cubic yards (3ft x 3ft x 6ft), out on the curb for pick-up.
- Once a week pick-up of recyclable materials on **Fridays**. Residents place their provided container out on the curb for pick-up unless they are registered with the Village for “Off-street Residential Collection Service” whereas Waste Pro will then enter their property and pick-up their recycling from inside.

- Special pick-up of items placed out on the wrong day; piles that exceed two (2) cubic yards; appliances (white goods) and other bulk pick-up such as mattresses and furniture shall be fined at the rates established by Village resolution.
- Hours of operation shall be limited to 7:00am – 5:30pm. This restriction does not apply to the first ninety (90) days of the contract.
- Four (4) quarterly Saturday pick-ups shall be scheduled with the Village.

EXHIBIT D

Disposal Avoidance Base Tons

To determine the amount of disposal avoidance, the base tons disposal factor is determined as the historical amount of tons as reported by the Village at the effective date of this Agreement. The Base Tons are as follows:

Annual Base Solid Waste Tons* = 2,437.76

Annual Base Recycling Tons** = 208

The Disposal Avoidance factor shall be determined by the following equation:

INITIAL PERIOD

$(\text{Annual Recycling Tons Reported} - \text{Annual Base Recycling Tons}) = \text{Annual Increased Recycling Tons}$
 $(\text{Annual Base Solid Waste Tons} - \text{Annual Solid Waste Tons Reported}) = \text{Annual tons of Solid Waste reduced}$

SUBSEQUENT PERIOD

$(\text{Annual Recycling Tons Reported} - \text{Prior Year Recycling Tons}) = \text{Annual Increased Recycling Tons}$
 $(\text{Annual Prior Year Solid Waste Tons} - \text{Annual Solid Waste Tons Reported}) = \text{Annual tons of Solid Waste reduced}$

*Base Garbage and Trash tons established by two year average of annual tons as reported in Addendum 1 of RFP 2014-01

**Base recycling tons reported by Miami Shores as 4 tons per week.



Disaster Preparedness Plan Summary For the Village of Biscayne Park

As a vendor that will provide service to your residents and business owners on a daily basis, we understand the importance of being there to provide the service that they are expecting. We all know we can not control these types of events, but Waste Pro can guarantee our ability to react after events have occurred. Our team of "Waste Professionals" is committed to communicating with the Village of Biscayne Park Staff and getting back to work as soon as possible. The following is a comprehensive storm preparedness plan illustrating a possible scenario and our commitments.

Disaster Preparedness Plan Concept

The most likely types of event to occur are a windstorm, tropical storm or hurricane. There are two (2) typical scenarios that would occur; one is a minor event with winds occurring in the range of less than a tropical storm. The other is a tropical storm or hurricane with winds occurring from tropical storm force to a class 5 hurricane. Each of these scenarios would call for a different set of actions due to the difference of the severity of each.

Experience

The management team of Waste Pro has had successful hands-on previous experience with storm debris cleanup. Our teams experience dates back over seventeen (17) years to Hurricane Andrew and forward to the hurricanes of 2004, 2005, 2006 and 2007. During 2004 Waste Pro provided hurricane cleanup, in varying degrees, to all of our major municipal accounts including Putnam County, St. Lucie County and the City of Longwood. 2005 again required hurricane cleanup in St. Lucie County where Waste Pro contracted directly with FEMA. During 2006, 2007 and 2008 other cities and counties hired storm debris contractor specialists but have used Waste Pro for additional assistance over the years.

Two (2) Types of Events

A. Winds less Than a Tropical Storm

This type of event will create an additional varying amount of yard and tree waste debris for Waste Pro to collect. This will necessitate the use of mostly additional conventional waste collection vehicles (rear loaders, front loaders, cherry pickers and roll off trucks) and possibly some larger equipment such as wheeled loaders with landscape rakes, dump trucks, flagmen and personnel with chainsaws. The additional conventional collection vehicles and personnel would be available from several reliable sources.

- Waste Pro of Florida
- Waste Pro of South Carolina
- Waste Pro of Georgia
- Wood Resource Recovery, LLC
- Trucks & Parts of Tampa (truck rental)
- Equipment Manufacturers
- Other Subcontractors

B. Tropical Storm or Hurricane

Tropical Storms and Hurricane event will create an additional varying amount of yard and tree waste debris. This will necessitate the use of additional conventional waste collection vehicles (rear loaders, front loaders, cherry pickers and roll off trucks) and possibly some larger equipment such as wheeled loaders with landscape rakes, dump trucks, flagmen and personnel with chainsaws. The additional conventional collection vehicles and personnel would be available from several reliable sources.

- Waste Pro of Florida
- Waste Pro of South Carolina
- Waste Pro of Georgia
- Wood Resource Recovery, LLC
- Trucks & Parts of Tampa (truck rental)
- Equipment Manufacturers
- Other Subcontractors

As past history has shown any solid waste and recycling contractor, including the largest national companies, selected for a contract by any city or county will need to use a specialty sub-contractor for a massive storm debris cleanup effort. The more municipal contracts a company has, the more thinly spread their existing assets are to cover such an event, when all of their cities want to be cleaned up at the same time. Waste Pro's efforts would be concentrated on the cities and counties it serves.

Plan Overview

I. Emergency Contact Information

Name	Cell Phone
Russell Mackie	772-370-3509
Elliot Chevres	954-445-9256
Mike Allen	772-216-7216
Guerlin Escar	786-486-7554

II. Pre Storm

A. Triggering Events

- Thunderstorm
- Flooding
- High Wind
- Tropical Storm or Hurricane Watch or Warning

B. Coordination with Authorities: 72/ 48/ 24/ 12 Hour

- Establish and maintain contact with City/County designated personnel.
- Review situation with manager, supervisors, and department heads.
- Note plan updates for changes, vendors, etc.

C. Facilities

- Check drainage ways
- Secure vents
- Housekeeping, stowage
- Bottled water inventory
- Septic system capacity
- Back-up information systems
- Bring in Emergency Generators
- Check on current availability of backup locations to park trucks and extra equipment

D. Personnel

- Personal safety
- Family safety and security
- Storm assignments

E. Rolling Stock

- Top off fuel
- Top off oil
- Check/change tires

- Secure cab/windows
- F. Containers – Secure Inventory
 - Front/Rear load - confirm empty, open lids
 - Roll off – confirm empty, doors secure, use as shielding as needed
- G. Inventory
 - Secure fuel tank lids and hatches
 - Secure oil tanks, fill ports, secure reels and hoses
 - Rack and secure tires

III. Storm

- A. Tropical Storm Watch or Warning
 - Continue operations
 - Maintain communication with City/County designated personnel
 - Cease operations if local wind velocity reaches 30 mph-sustained winds or local rainfall reaches three (3) inches.
 - Advise City/County designated personnel
 - Advise storm debris specialty sub-contractor
 - Secure facilities and rolling stock
 - Shut all systems down
 - Open all electrical switches
 - Send personnel home
- B. Hurricane Watch or Warning
 - Continue operations
 - Maintain communication with City/County designated personnel
 - Cease operations if local wind velocity reaches 30 mph-sustained winds or local rainfall reaches three (3) inches.
 - Advise City/County designated personnel
 - Advise storm debris specialty sub-contractor
 - Secure facilities and rolling stock
 - Shut all systems down
 - Open all electrical switches
 - Send personnel home

IV. Post Storm

Reestablish and maintain contact with designated City/County personnel immediately after the storm passes.

- Assess magnitude of damage
 - Personnel, families
 - Company

- Community
- Advise designated City/County personnel
- Coordinate with designated City/County Personnel – begin clearing public
- Reestablish or suspend service(s)
- Garbage (Residential and/or Commercial
- Yard Trash
- Recycling
- Establish level of post storm response
- Contact storm debris specialty contractor if needed
- Initiate post storm response depending upon severity of damage.

EXHIBIT 2

**AMENDMENT TO AGREEMENT BETWEEN THE VILLAGE OF BISCAYNE
PARK AND WASTE PRO OF FLORIDA, INC.
FOR SOLID WASTE AND RECYCLING COLLECTION SERVICES**

WHEREAS, on May 21, 2014, the Village of Biscayne Park (hereinafter the "Village") and Waste Pro of Florida, Inc. (hereinafter the "Contractor") entered into an Agreement for solid waste and recycling collection services, which Agreement is incorporated herein by reference as Exhibit "1" (hereinafter the "Agreement"); and

WHEREAS, the Village Commission is desirous of allowing Waste Pro to be responsible for trash and garbage disposal;

WHEREAS, the parties are desirous of amending the Agreement;

NOW, THEREFORE, in consideration of the premises hereof, the mutual promises and agreements contained herein, and the payments to be made to Contractor for services rendered to the Village hereunder, the parties hereby agree as follows:

Section 1. The above recitals are acknowledged and incorporated herein.

Section 2. The Agreement shall be amended to allow Waste Pro to be responsible for trash and garbage disposal. Consistent with Article XII of the Agreement, there should be no charge to the Village, with the cost of disposal not exceeding 2,700 tons. Any amount above 2,700 tons shall be paid by the Village at Contractor's direct cost, consistent with the service fee set in Exhibit "B" to the Agreement.

Section 3. Upon sixty (60) days' notice to the Contractor, the Village may terminate this provision.

Section 4. All Other Conditions and Terms: All conditions and terms of the Agreement between the Village of Biscayne Park and Waste Pro of Florida, Inc. executed on May 21, 2014 not specifically amended herein remain in full force and effect. In the event of any conflict, this Amendment will supersede all other terms. In the event of ambiguity, the most conservative interpretation consistent with the public interest is intended.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment the day and year first above written.

ATTEST:

VILLAGE OF BISCAYNE PARK,
FLORIDA

Maria Camara, Village Clerk

Heidi Siegel, Village Manager

APPROVED AS TO FORM:

John J. Hearn, Village Attorney

WASTE PRO OF FLORIDA, INC.

BY: _____

Print Name: _____

Title: _____

State of _____
County of _____

On this, the _____ day of _____, 2015, before me, the undersigned Notary Public of the State of Florida, the foregoing instrument was acknowledged by _____ (name of authorized signer), _____ (title of authorized signer), of WASTE PRO OF FLORIDA, INC. on behalf of the corporation.

WITNESS my hand and official seal this _____ day of _____, 2015.

Notary Public, State of

Printed, typed or stamped name of Notary Public exactly as commissioned.

() Personally known to me, or () produced identification:

(Type of identification produced)



Village of Biscayne Park Commission Agenda Report

Village Commission Meeting Date: September 1, 2015

Subject: Resolution 2015-45

Prepared By: Maria C. Camara, Village Clerk

Sponsored By: Staff

BACKGROUND

On April 1, 2014, Resolution 2014-30 was passed approving the lease purchase of two (2) police vehicles (2014 Ford Interceptor AWD Sedans).

On July 24th, one of the vehicles was involved in an automobile accident and the Village's insurance carrier has determined that it is a total loss.

FISCAL/BUDGET IMPACT:

The insurance claim will cover both the closeout of the current lease agreement and a portion of the lease purchase of a new vehicle. Additionally, our insurance carrier will pursue the at fault party for subrogation for our deductible.

RECOMMENDATION:

Approval of Resolution 2015-45.

ATTACHMENTS:

- Resolution 2015-45

1
2
3 **RESOLUTION NO. 2015-45**
4

5 **A RESOLUTION OF THE VILLAGE**
6 **COMMISSION OF THE VILLAGE OF BISCAYNE**
7 **PARK, FLORIDA, AUTHORIZING THE VILLAGE**
8 **MANAGER TO EXECUTE THE LEASE**
9 **AGREEMENT FOR ONE (1) 2016 FORD**
10 **INTERCEPTOR AWD SEDAN POLICE VEHICLE**
11 **FOR THE POLICE DEPARTMENT FOR THE**
12 **REPLACEMENT OF A POLICE VEHICLE**
13 **DETERMINED TO BE A LOSS; PROVIDING FOR**
14 **AN EFFECTIVE DATE**
15

16
17 WHEREAS, it is the Village of Biscayne Park Police Department's mission to
18 protect life and property, prevent crime and reduce the fear of crime in the Village, which
19 includes being adequately equipped; and
20

21 WHEREAS, as part of their necessary equipment, the Police Department's fleet
22 must consist of reliable and safe vehicles to allow the officers to conduct their core services;
23 and
24

25 WHEREAS, Resolution 2014-30 was approved on April 1, 2014, for the purchase of
26 two (2) new police vehicles; and
27

28 WHEREAS, one of these vehicles, identified as Police Vehicle number 3, VIN No.
29 1FAHP2MK3EG185803, was determined to be a total loss by the Village's automobile
30 insurance carrier; and
31

32 WHEREAS, the claim is fully covered by the Village's insurance carrier and will
33 cover both the closeout of the current lease agreement and a portion of the new lease
34 purchase; and
35

36 WHEREAS, the Village's insurance carrier will pursue the at fault party for
37 subrogation of any deductibles against the Village; and
38

39 WHEREAS, the Village Commission finds it to be in the best interests of the
40 residents of the Village of Biscayne Park to authorize the Village Manager to execute the
41 purchase agreement of one (1) 2016 Ford Interceptor AWD Sedan for the Police
42 Department as a replacement for the police vehicle loss.
43
44

45 **NOW THEREFORE BE IT RESOLVED BY THE VILLAGE COMMISSION**
46 **OF THE VILLAGE OF BISCAYNE PARK, FLORIDA, THAT:**
47
48

49 **Section 1.** The foregoing "WHEREAS" clauses are true and correct and hereby
50 ratified and confirmed by the Village Commission.
51

52 **Section 2.** The Mayor and Commission of the Village of Biscayne Park, Florida,
53 hereby authorize the Village Manager to execute the lease agreement with Bancorp Bank for
54 one (1) 2016 Ford Interceptor AWD Sedan for the Police Department as a replacement for
55 the police vehicle loss.

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Section 3. This Resolution shall become effective upon adoption.

PASSED AND ADOPTED this ____ day of _____, 2015.

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

David Coviello, Mayor

Attest:

Maria C. Camara, Village Clerk

Approved as to form:

John J. Hearn, Village Attorney

Mayor Coviello: ____
Vice Mayor Anderson: ____
Commissioner Jonas: ____
Commissioner Ross: ____
Commissioner Watts: ____



Village of Biscayne Park Commission Agenda Report

Village Commission Meeting Date: September 1, 2015

Subject: Resolution 2015-46 Supporting the
"Competitive Workplace Act"

Prepared By: Heidi Siegel, AICP, Village Manager

Sponsored By: Staff

BACKGROUND

The Village has a rich history of offering equal protections to all of its employees and supporting matters that enrich the lives of Florida lesbian, gay, bisexual and transgender residents.

The Village Charter Section 7.07 prohibits discrimination based on sexual orientation. Additionally, Ordinance 2012-04 provides for domestic partnerships benefits for Village employees and their families and Resolution 2014-45 expresses the Village support for marriage equality.

The Florida Competitive Workforce Act (FCWA) prohibits discrimination based on sexual orientation and gender identity or expression in employment, housing and public accommodations. The FCWA would amend Ch. 760 of the Florida State Statutes that currently prohibits discrimination based on race, color, religion, sex national origin, age, handicap, or marital status.

FISCAL / BUDGET IMPACT

N/A.

STAFF RECOMMENDATION

Staff recommends approval of Resolution 2015-46.

ATTACHMENTS

- Resolution 2015-46

1
2
3 **RESOLUTION NO. 2015-46**
4

5 **A RESOLUTION OF THE VILLAGE COMMISSION**
6 **OF THE VILLAGE OF BISCAYNE PARK**
7 **SUPPORTING FLORIDA LEGISLATURE SB 120**
8 **AND HB 45, ENTITLED THE “FLORIDA**
9 **COMPETITIVE WORKFORCE ACT,” OR SIMILAR**
10 **LEGISLATION THAT WOULD PROHIBIT**
11 **DISCRIMINATION IN FLORIDA ON THE BASIS OF**
12 **SEXUAL ORIENTATION AND GENDER IDENTITY**
13 **OR EXPRESSION; PROVIDING FOR AN**
14 **EFFECTIVE DATE**
15

16
17 WHEREAS, SB 120 and HB 583 would amend the Florida Civil Rights Act and Fair Housing
18 Act, codified at Chapter 760 of the Florida Statutes, to prohibit discrimination in employment,
19 housing, and public accommodations on the basis of sexual orientation and gender identity or
20 expression; and
21

22 WHEREAS, the Village of Biscayne Park prides itself on being a diverse and inclusive
23 community and has demonstrated a long history of opposing discrimination on the basis of, among
24 other things, sexual orientation; and
25

26 WHEREAS, the Village of Biscayne Park Charter Section 7.07 prohibits discrimination based
27 on sexual orientation, Ordinance 2012-04 provides for domestic partnership benefits to Village
28 employees, and Resolution 2014-45 expresses the Village’s support for marriage equality; and
29

30 WHEREAS, for example, the Miami-Dade Human Rights Ordinance, codified at Chapter 11A
31 of the County Code, currently prohibits discrimination in employment, family leave, public
32 accommodations, credit and financing practices, and housing accommodations on the basis of,
33 among other things, a person’s sexual orientation and gender identity or expression; and
34

35 WHEREAS, despite these protections against discrimination afforded by the Village and
36 Miami-Dade County to the people who live and work here, state law currently does not offer such
37 protections on a statewide level to lesbian, gay, bisexual, and transgender Floridians; and
38

39 WHEREAS, because Florida law currently fails to prohibit discrimination statewide on the
40 basis on sexual orientation and gender identity or expression, the lesbian, gay, bisexual, and
41 transgender Floridians who reside in counties with no local protections are vulnerable to, and
42 without recourse against, such invidious discrimination; and
43

44 WHEREAS, there are currently only 10 Florida counties, and approximately 20 municipalities
45 in the State, that have passed measures prohibiting discrimination based on sexual orientation and
46 gender identity or expression, meaning that many thousands of lesbian, gay, bisexual, and
47 transgender Floridians are without protection in the realms of employment, housing, and public
48 accommodations; and
49

50 WHEREAS, to that end, the sponsor of HB 45, Rep. Raschein, has observed that in America,
51 “[w]e were founded on the principles of liberty and freedom, and if you can’t allow a person to work
52 or live somewhere because of their sexual orientation, that’s unacceptable”; and
53

1
2 WHEREAS, in addition to ensuring basic fairness and equal treatment for all Floridians,
3 legislation prohibiting discrimination on the basis of sexual orientation and gender identity or
4 expression is increasingly seen as essential to attracting the best and brightest to Florida’s workforce;
5 and
6

7 WHEREAS, to that end, the sponsor of SB 120, Senator Abruzzo, has explained that “to
8 remain economically competitive in a global marketplace, Florida must provide an environment that
9 is welcoming to all,” and “[r]ecruiting and retaining talent regardless of their sexual orientation or
10 gender identity will only serve to enhance our reputation and augment our economic viability”; and
11

12 WHEREAS, similarly, Rep. Mike Miller (R – Winter Park) has observed that if enacted, “[t]he
13 Competitive Workforce Act will create a stronger workforce in Florida,” because “[p]assing
14 consistent standards across the state will guarantee we are able to draw on the creativity and
15 expertise of all our residents in order to drive our state’s business success”; and
16

17 WHEREAS, 84 percent of the nation’s largest companies – many of which do business in
18 Florida – have adopted comprehensive anti-discrimination policies that offer protections to persons
19 who are lesbian, gay, bisexual, or transgender precisely because it is good for business and helps
20 them attract and recruit outstanding talent; and
21

22 WHEREAS, the Florida Competitive Workforce Act is supported by the Florida Businesses
23 for a Competitive Workforce (“FBCW”), a coalition comprised of 34 large employers, including
24 Fortune 500 companies, and more than 400 local businesses in Florida, such as Carnival
25 Corporation, Darden, Office Depot, Raymond James, Walt Disney World Resorts, Wells Fargo, and
26 Winn Dixie; and
27

28 WHEREAS, some version of the Florida Competitive Workforce Act has been introduced in
29 Tallahassee during every legislative session since 2010, but the bill has never received a committee
30 hearing in the House or Senate; and
31

32 WHEREAS, to ensure that all Floridians are protected against discrimination on the basis of
33 sexual orientation and gender identity or expression, and to ensure that Florida remains competitive
34 in attracting the best and brightest workers and businesses to the State, it is imperative that the
35 Legislature take action in the upcoming session to enact the Florida Competitive Workforce Act or
36 similar legislation; and
37

38 WHEREAS, the Village Commission wishes to express its strong support for such legislation.
39
40

41 **NOW THEREFORE BE IT RESOLVED BY THE VILLAGE COMMISSION OF THE**
42 **VILLAGE OF BISCAYNE PARK, FLORIDA, THAT:**
43

44 **Section 1.** The foregoing "WHEREAS" clauses are true and correct and hereby ratified
45 and confirmed by the Village Commission.
46

47 **Section 2.** The Village Commission supports the Florida Legislature in enacting SB
48 120 and HB 45, entitled the “Florida Competitive Workforce Act,” or similar legislation that would
49 prohibit discrimination in Florida on the basis of sexual orientation and gender identity or
50 expression.
51

52 **Section 3.** The Village Commission directs the Village Clerk to transmit certified
53 copies of this resolution to the Governor, the Senate President, the House Speaker, Senator Joseph
54 Abruzzo, Representative Holly Raschein and the Chair and Members of the Miami-Dade State



Village of Biscayne Park Commission Agenda Report

Village Commission Meeting Date: September 1, 2015

Subject: Ordinance 2015-04 – Proposed changes to Chapter 5 (swales and driveways)

Prepared By: Maria C. Camara, Village Clerk

Sponsored By: Staff

BACKGROUND

The Code Review Board has the responsibility of reviewing the Village's current code and to make recommendations and propose changes. After their dedicated review of Chapter 5 of the Land Development Code, the Board brought forward their proposed changes for the Commission's consideration. After numerous meetings and workshops with the Board and residents, the Village Commission reviewed and amended certain portions and at its July meeting, directed the Village Attorney to draft the Ordinance for first and second reading.

Ordinance 2015-04 includes the following:

- As is currently required, property owners are responsible for the maintenance of the swale in front of their property which includes maintenance of sod and landscaping, mowing and general edging, weeding, trimming, pruning and cleanup.
- Property owners are also responsible for the removal and associated costs of dead, diseased and/or fallen trees and any trees that may interfere with the right-of-way or otherwise pose a danger to the health, safety and welfare of the community.
- All properties will be required to have all vehicles park on an approved driveway surface (concrete, paver, brick, gravel, asphalt, cut stone or turf block). Properties that do not have an approved driveway surface will have two (2) years to obtain a permit.
- If a property currently has a driveway that is not on an approved surface, it may remain until a substantial portion (50% or greater) requires repair or an addition is added to the driveway.

This ordinance only includes certain portions of the proposed changes at this time. Additional changes will be reviewed and discussed once the Storm Water Master Plan has been completed.

September 1, 2015

Commission Agenda Report

Ordinance 2015-04 Chapter 5 (changes to swales and driveways)

At the August 4th commission meeting, the Ordinance was reviewed and there was consensus to amend the language at certain parts, and then approved at first reading.

Ordinance 2015-04 has been amended and is presented for second reading.

FISCAL / BUDGET IMPACT:

Cost for advertisement for second reading of the Ordinance.

STAFF RECOMMENDATION:

Staff recommends approval of Ordinance 2015-04 at second reading.

ATTACHMENTS

- Ordinance 2015-04

1
2 (a) Markers. Dome type markers only may be placed within dedicated right-of-way
3 provided that they are placed not closer than eighteen (18) inches to the nearest edge of the
4 paved surface of the designated roadway. All markers must be at least twenty-four (24) inches
5 apart. Markers placed in the right-of-way shall not exceed twelve (12) inches in diameter nor be
6 more than six (6) inches in height and shall be white in color.

7
8 (b) Landscaping. Nothing shall be planted or allowed to grow in such a manner so as
9 to obstruct the right-of-way clear zone at a level between three (3) feet and six (6) feet above the
10 grade, measured at the centerline of right-of-way. Trees or palms, however, having trunks and
11 foliage trimmed in such a manner that no branches or foliage extend into the right-of-way area
12 clear zone shall be allowed, provided they are so located so as not to create a traffic hazard.

13 (c) Paving and drainage. Pervious pavers shall be allowed but any impervious paving
14 shall be adequately drained to prevent the buildup of stormwater in the right-of-way.

15
16 (d) Other objects prohibited. It shall be unlawful to install, place or maintain within
17 the dedicated right-of-way, parking or swale area of the village any pointed concrete or other
18 unapproved hard materials, such as rocks, stones, bricks, metal objects or other similar
19 obstructions.

20
21 (e) A combination of an approved parking approach and sodding of rights-of-way
22 shall be permitted provided the impervious section does not exceed forty (40) percent of the total
23 area and such paved areas shall be kept in good condition.

24
25 (f) Removal of obstructions by the Village: In the event any object or tree placed in
26 the swale creates an emergency situation involving potential danger to the health, safety, and
27 welfare of the community, the Village may perform removal operations immediately, thus
28 eliminating the emergency, and may assess the cost of such removal against the adjacent
29 property owner.

30
31 (g) Removal of trees in the swale by the abutting property owner: Property owners
32 must obtain a permit from the Village and Miami-Dade County to remove trees in the swale.

33
34 (h) Property owner's responsibilities for maintenance: The property owner or
35 resident living in the property shall be jointly and severally responsible for the maintenance of
36 the swale area contiguous to their property. Maintenance shall include but not be limited to
37 mowing the sod and performing general edging, weeding, trimming, pruning and cleanup
38 activities. The landscaping and sod shall be maintained in good plant health. The landscaping
39 shall be kept free of dead limbs and branches. No swale landscaping shall be maintained in such
40 manner as to constitute a nuisance.

41
42 (i) Property owners shall be responsible for the maintenance of the swale area
43 contiguous to their property as well as for the removal and costs of dead, diseased and/or fallen
44 trees and any trees that may interfere with the right-of-way or otherwise pose a danger to the
45 health, safety and welfare of the community.

1 **Section 3.** Section 5.6 of the Village of Biscayne Park Code of Ordinances, entitled
2 “Off-street parking”, shall be amended to read as follows:

3 **5.6. Off-street parking.**

4
5 5.6.1 *Applicability.* Off-street parking facilities shall be provided ~~for~~ within each property
6 ~~development within~~ in the village pursuant to the requirements of this code. The facilities shall
7 be maintained as long as the use exists that the facilities were designed to serve.

8
9 (a) All vehicles must be parked on an approved parking surface subject to the design
10 standards set forth in Section 5.6.8.

- 11
12 1. Non-conforming properties that do not have an approved parking surface,
13 including an approved approach, shall have one (1) year from the date of
14 enactment of this ordinance to have the compliant parking surface permitted and
15 installed.
- 16
17 2. Existing non-conforming parking surfaces permitted by the Village may remain
18 unless a substantial portion, fifty (50) percent or greater, requires repair or an
19 addition to the parking surface occurs.
- 20
21 3. When an approved parking surface exists, all vehicles shall park on said approved
22 parking surface effective upon enactment of this ordinance.

23
24 5.6.2 *Computation.* In the village hall, recreation area, church, the occupancy shall be based on
25 the maximum capacity rating given the building by the fire marshal. Gross floor area shall be the
26 sum of the gross horizontal area of all floors of a building measured from the exterior faces of
27 the exterior walls.

28
29 5.6.3 *Number of parking spaces required.* The table below specifies the required minimum
30 number of off-street parking spaces. The number of off-street ~~automobile~~ parking spaces for uses
31 not listed in the table shall be determined by the planning board. The term "tandem parking
32 space" means a parking space that abuts a second parking space in such a manner that vehicular
33 access to the second space can be made only through the abutting (tandem) space.

34
35 TABLE INSET:

36

Use		Minimum Off-Street Parking Requirement	
(a)	Residential	Resident Parking	Visitor Parking
	Detached one-family:		
	1, 2 and 3 bedrooms	2 spaces/ unit *	1 space/ unit **
	4 bedrooms	3 spaces/ unit *	1 space/ unit **

	Detached two-family Duplexes/attached and detached:		
	1, 2, 3 or more bedrooms	2 spaces/unit*	0.5 spaces/unit**
(b)	Recreation <u>area</u> .		
	Parks, Clubs: d <u>Determined</u> by the planning board.		
(c)	Public assembly.		
(d)	Church: 1 space/3 seats or 1 space/35 square feet of gross auditorium floor area		
(e)	<u>Government buildings: 1 space/300 square feet of gross floor area</u>		

* Resident parking spaces may be tandem.

** If on-street parking is not permitted or is restricted on the unit's street frontage, then one visitor parking space shall be required. The visitor space shall be located not more than one hundred (100) feet from the unit's street frontage.

5.6.4 *Handicapped parking spaces.* Any parking area to be used by the general public shall provide suitable, marked and paved parking spaces for handicapped persons. The number, design, and location of these spaces shall be consistent with the requirements of F.S. §§ 316.1955, and 316.1956, or succeeding provisions. No parking spaces required for the handicapped shall be counted as a parking space in determining compliance with subsection 5.6.3, public uses, above, but ~~optional~~ supplemental spaces for the handicapped shall be counted. The parking and related features contained in the Department of Community Affairs, Florida Board of Building, Codes and Standards, Accessibility Requirements Manual are hereby incorporated by reference into the village code.

5.6.5 *Parking in medians prohibited.* No parking shall be allowed in median open spaces or median parkways.

5.6.6 *Existing nonconforming minimum off-street parking requirements.* The number of off-~~{street}~~ parking spaces existing on properties at the time of the adoption of this code, although such number does not conform to the minimum off-street parking requirements hereof, may be lawfully continued. However, all vehicles must be parked on an approved parking surface consistent with Section 5.6.1.

5.6.7 *Historic preservation exemption.* The preservation of any property that has been placed on the county or national register of historic places, shall be grounds for a grant by the planning review board of a reduction in, or complete exemption from, the parking requirements in subsection 5.6.3 of this chapter.

1 5.6.8 *Design standards for off-street parking.* Except as provided herein, all required off-street
2 parking spaces and the use they are intended to serve shall be located on the same parcel. The
3 size and layout of these spaces shall be according to the Miami-Dade County Code and Public
4 Works Manual, Metro Miami-Dade County. Vehicles shall be parked on impervious or pervious
5 surfaces but impervious areas shall not exceed forty (40) percent of the front yard, excluding the
6 right-of-way. Off-street parking (within the lot lines of all properties) shall only be permitted on
7 approved surfaces by the Village of Biscayne Park. In no circumstances shall grass or sod be an
8 approved surface.

- 9
- 10 a. All parking surfaces shall be of approved materials except as otherwise provided
11 below.
- 12
- 13 b. All parking surfaces must have an improved approach across the swale which
14 shall meet the minimum standard of gravel construction.
- 15
- 16 c. All parking surfaces shall be no closer than thirty (30) inches from side property
17 line unless exempted below in subsection (d).
- 18
- 19 d. All non-conforming parking surfaces, as related to setback, shall come into
20 compliance when there is a change in parking surface material or the installation
21 of a new parking surface. If a determination is made by the Village Manager or
22 designee that adhering to the setback would make the parking surface non-
23 functional, the Village Manager may waive this requirement in writing.
- 24
- 25 e. Parking surfaces shall only be constructed with the following materials; concrete,
26 paver, brick, gravel, asphalt, cut stone or turf block.
- 27
- 28 f. Gravel parking surfaces shall be built with a permanent perimeter border
29 consisting of suitable material as approved by Village staff a minimum of four (4)
30 inches deep with the width of the border being sixteen inches (16") immediately
31 adjacent to the road perimeter and four inches (4") along the entire length of both
32 edges of the parking surface.
- 33

34 Construction of a portion of a parking surface in the swale or right-of-way, such as the apron and
35 parking surface approach, shall require the property owner to indemnify, hold harmless, and
36 defend the Village from any and all actions, caused by, resulting from, or in any way associated
37 with the proposed work within the Village right-of-way on a form provided by the Village.

38

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

41

42 **Section 5.** **Severability.** The provisions of this Ordinance are declared to be
43 severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason
44 be held to be invalid or unconstitutional, such decision shall not affect the validity of the

1 remaining sections, sentences, clauses, and phrases of this Ordinance but they shall remain in
2 effect, it being the legislative intent that this Ordinance shall stand notwithstanding the
3 invalidity of any part.
4

5 **Section 6. Codification.** It is the intention of the Village Commission of the Village of
6 Biscayne Park, that the provisions of this Ordinance shall become and made a part of the Code
7 of Ordinances of the Village of Biscayne Park, Florida, and that the Sections of this Ordinance
8 may be renumbered, re-lettered and the word "Ordinance" may be changed to "Section,"
9 "Article" or other word or phrase in order to accomplish such intention.
10

11 **Section 7. Effective Date.** This Ordinance shall be effective upon adoption on
12 second reading.
13

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

17 PASSED AND ADOPTED upon first reading this 4th day of August, 2015.

18 PASSED AND ADOPTED upon second reading this ____ day of _____, 2015.

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

21 _____
22
23 David Coviello, Mayor

24 Attest:

25 _____
26
27
28
29 Maria C. Camara, Village Clerk

30 Approved as to form:

31 _____
32
33
34
35 John J. Hearn, Village Attorney

Mayor Coviello: ____
Vice Mayor Anderson: ____
Commissioner Jonas: ____
Commissioner Ross: ____
Commissioner Watts: ____



Village of Biscayne Park Commission Agenda Report

Village Commission Meeting Date: September 1, 2015

Subject: Ordinance 2015-05 – Allow a variance for roof materials

Prepared By: Maria C. Camara, Village Clerk

Sponsored By: Staff

BACKGROUND

Currently section 10.4.6 of the Village's Land Development Code covering roof materials does not allow for a variance from any of the provisions listed. Upon review of the current language and under the advisement of the Village Attorney, this Ordinance, at first reading on August 4th, proposed to remove the blanket prohibition.

A motion was made to approve the Ordinance at first reading, but to amend the language to allow a permitted metal roof approved by staff on or before the enactment of the ordinance. Ordinance 2015-05 has been amended and is presented for second reading.

FISCAL / BUDGET IMPACT

Cost for advertisement for second reading of the Ordinance.

STAFF RECOMMENDATION

Staff recommends approval of Ordinance 2015-05 at second reading.

ATTACHMENTS

- Ordinance 2015-05

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2
3 (g) No variances from any of these provisions shall be granted. However, if a metal
4 roof that does not meet the requirements of this section has been fully permitted and approved by
5 staff on or before August 1, 2015, that roof shall be allowed. However, if and/or when that roof
6 is replaced, any new roof must fully comply with the requirements of this section.
7

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

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

16 **Section 5.** **Codification.** It is the intention of the Village Commission of the Village of
17 Biscayne Park, that the provisions of this Ordinance shall become and made a part of the Code
18 of Ordinances of the Village of Biscayne Park, Florida, and that the Sections of this Ordinance
19 may be renumbered, re-lettered and the word "Ordinance" may be changed to "Section,"
20 "Article" or other word or phrase in order to accomplish such intention.

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

23 The foregoing Ordinance was offered by _____, who moved its adoption. The
24 motion was seconded by _____ and upon being put to a vote, the vote was as
25 follows:
26

27 PASSED AND ADOPTED upon first reading this 4th day of August, 2015.

28 PASSED AND ADOPTED upon second reading this ____ day of _____, 2015.

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David Coviello, Mayor

Attest:

Maria C. Camara, Village Clerk

Approved as to form:

John J. Hearn, Village Attorney

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

Mayor Coviello: ____
Vice Mayor Anderson: ____
Commissioner Jonas: ____
Commissioner Ross: ____
Commissioner Watts: ____



Village of Biscayne Park Commission Agenda Report

Village Commission Meeting Date: August 4, 2015

Subject: Discussion of 2016 Legislative Session Priorities

Prepared By: Heidi Siegel, AICP, Village Manager

Sponsored By: Staff

BACKGROUND

In recent years, the Village has been successful in obtaining funding through the State of Florida Legislative budget process. This includes historic preservation grant funding, the funding of the new Village Hall and Log Cabin restoration and the funding of a Storm Water Master Plan. There have also been opportunities for Village representatives to lobby on behalf of State Revenue shares and other legislative matters that affect municipalities.

The 2016 Legislative Session will begin in January which is 60-days earlier than recent years. Staff is requesting that the Village Commission set its legislative priorities so that Village representatives may properly prepare for the Session.

This item was discussed at the August 4th Commission meeting, and there was consensus to bring it back to the September meeting in order to get information from the Florida League of Cities Annual Conference that will take place in mid-August.



Village of Biscayne Park Commission Agenda Report

Village Commission Meeting Date:	September 1, 2015
Subject:	Discussion regarding Open House signs
Prepared By:	Heidi Siegel, AICP, Village Manager
Sponsored By:	Staff

BACKGROUND

Section 12.2.1 of the Village Code of Ordinances prohibits the placement of signs within the public rights-of-way or on Village owned property. Additionally, Section 12.2.3 governs Real Estate Signs. This section does not address Open House signs. A review of neighboring municipalities' Code of Ordinances found the following:

- The City of North Miami allows temporary open house signs in the public rights-of-way or with the permission of a property owner on a private lot. The open house sign must not exceed four (4) square feet in area per face and must be composed of durable materials. The open house sign may be placed for a period of time not exceeding seventy two (72) hours during a weekend, and shall be promptly removed no later than 7:00 p.m. on Sunday. (Section 5-1504. - Signs permitted without a permit.)
- The Village of El Portal allows open house signs with a permit. The permit fee is \$60.00 with an additional refundable fee of \$100.00 that is held until the property is sold. Open House signs are permitted only on Saturday and Sunday and only during the hours of 10:00 a.m. to 6:00 p.m. Within the Village of El Portal Open House signs must remain on the property to be sold and may not be placed closer than ten feet to the front property line. The Open House sign may only be displayed when an adult person in charge of the Open House is actually on the premises. (Section 19-1. - Real estate (temporary) signs; permit, fees, display)
- The Village of Miami Shores allows Open House signs within the property to be sold. The sign cannot exceed 120 square inches and can only be displayed during the open house. (Section 504 – Signs)

Local realtors have requested that the Village consider creating regulations to allow Open House signs in the rights-of-way. If the Village Commission wishes to consider such regulations, Staff recommends such regulations should include realtor registration, nominal fee and limitations on time and location. Times should be limited to the hours of the open house and locations should be limited to freestanding signs in swale rights-of-way and be not allowed in medians.

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Any changes to these regulations will have to be reviewed by the Village Attorney in light of new Supreme Court ruling on sign regulations.

Staff is seeking direction from the Village Commission regarding the next steps.

ATTACHMENTS:

- Email correspondence from Kristen Montuori, Keller Williams Realty

Heidi Siegel

From: Kristen Montuori <kristenmontuori@gmail.com>
Sent: Monday, August 03, 2015 2:35 PM
To: Heidi Siegel
Subject: Open house directional signs

Dear Heidi,

As per our conversation today, here is the relevant information regarding Open House signs, including directional signs.

As a Realtor representing sellers in Biscayne Park, I request an update to the code section 12.2 or some other reasonable accommodation, as there is no particular mention of Open House/Open House directional signs. The current code allows for one real estate sign, indicating that the property is on the market, on the property only with no mention of any other possibilities.

There are currently 15 properties for sale in Biscayne Park, with prices up to \$392.87 per square foot. The market in our village is booming with record sales prices. Every property sold equals an increase in property taxes that directly benefits us all.

I request that there be some type of accommodation for Realtors working in the area that will allow us to hold an open house and post signs to direct potential buyers within reason. As we discussed earlier, possibilities include prior notification to village hall. Perhaps Realtors could be registered with the village in the way that contractors are, with an annual copy of a Florida DBPR license allowing open houses to be held.

Any help you can offer in this matter would be greatly appreciated. If this is something that will be brought up at the meeting tomorrow night, please let me know so that I can make plans to attend. Thank you for your time and consideration.

Sincerely,

Kristen Montuori

Keller Williams Realty
700 NE 90th Street
Miami, FL 33138
c 305-321-8290
www.MyHomeMiami.us

p.s. My home address is 515 NE 115 Street, Biscayne Park and my License is #3295796.
Also, if I can be of any help with the upcoming opening of the new building, please give me a call. I would love to help.



Village of Biscayne Park Commission Agenda Report

Village Commission Meeting Date: September 1, 2015

Subject: Board Appointments

Prepared By: Maria C. Camara, Village Clerk

Sponsored By: Staff

Background

At the March 2015 Commission meeting, the Village Commission appointed board members to the Village Boards based on applications received.

Applications have been received since the March meeting from:

- Melanie Oliva for the Public Art Advisory Board

Currently the Public Art Advisory Board has only four (4) members.

Staff Recommendation

The Village Commission to consider the application.

Attachments

- Board application - Melanie Oliva



Village of Biscayne Park Board Member Application

Last Name <div style="text-align: center;">Oliva</div>		First Name <div style="text-align: center;">Melanie</div>		M.I. <div style="text-align: center;">P</div>
Home Address <div style="text-align: center;">590 NE 121st St</div>		City <div style="text-align: center;">Biscayne Park</div>	State <div style="text-align: center;">FL</div>	Zip Code <div style="text-align: center;">33161</div>
Principal Business Address		City	State	Zip Code
Home Telephone Number		Cell Number <div style="text-align: center;">773.620.9008</div>	Work Number	
E-Mail Address <div style="text-align: center;">oliva.portraits@gmail.com</div>			Are you a registered voter? Yes or No <div style="text-align: center;">Yes</div>	
What Board(s) are you interested in serving? (All Village Boards are listed on the reverse side of this form.) Please list in order of preference.				
Public Art Advisory Board				
List all Village Boards on which you are currently serving or have previously served. Please include dates.				
N/A				
Educational qualification.				
Bachelor of Fine Arts, Miami University of Ohio (Focus in Graphic Design)				
List any related professional certifications and licenses which you hold.				
Give your present, or most recent employer, and position.				
Present: Self-employed Artist / Most Recent: Catapult Marketing, Creative Director				
Describe experiences, skills or knowledge which qualify you to serve on this board. (Please feel free to attach a brief resume.)				
As a fine artist focused on conservation efforts, I have made many artist contacts in Miami who believe in enriching our communities with art and might be willing to be part of this board's artistic endeavors. Having recently left a career as a Creative Director in advertising, marketing and promotions for well-known brands, I possess a skill set and knowledge base that I think would be beneficial to this board (please see resume).				

- I understand that in accordance with Florida Sunshine Law, this information becomes public and may be subject to public review.
- I understand that, once appointed and annually thereafter, I may be required to complete a Financial Disclosure Affidavit in compliance with Florida Statutes.

 Signature

8/12/2015

 Date