



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
Thursday, November 6, 2014 at 7:00pm



Indicates back up documents are provided.

1 Call to Order

2 Roll Call

3 Pledge of Allegiance

4 Presentations



4.a Veteran's Day - Honoring veterans in the Village of Biscayne Park

4.b Ygrene presentation by Joseph Spector, Vice President of Operations

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 Sanitation Transition update

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

- ◆ September 9, 2014 Regular Commission Meeting



8.b Acceptance of Board Minutes

- ◆ Parks & Parkway Advisory Board - August 21, 2014
- ◆ Planning & Zoning - October 6, 2014
- ◆ Planning & Zoning - October 20, 2014 DRAFT
- ◆ Code Compliance - October 14, 2014 DRAFT
- ◆ Parks & Parkway Advisory Board - October 1, 2014 DRAFT



8.c **Resolution 2014-57**

RESOLUTION OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK **AUTHORIZING THE MAYOR TO EXECUTE THE COLLECTIVE BARGAINING AGREEMENT EFFECTIVE OCTOBER 1, 2013 THROUGH SEPTEMBER 30, 2016**, BETWEEN THE VILLAGE AND THE **INTERNATIONAL UNION OF PAINTERS AND ALLIED TRADES**, BOTH SUPERVISORY AND NON-SUPERVISORY; PROVIDING FOR AN EFFECTIVE DATE



8.d **Resolution 2014-73**

A RESOLUTION OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA **DECLARING VILLAGE VEHICLES AS SURPLUS PROPERTY AND GRANTING THE VILLAGE MANAGER AUTHORIZATION TO SELL SAID SURPLUS THROUGH GOV DEALS**; PROVIDING FOR AN EFFECTIVE DATE



8.e **Resolution 2014-74**

A RESOLUTION OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK **AUTHORIZING THE PROPER OFFICERS AND OFFICIALS OF THE VILLAGE TO EXECUTE A COMMUNITY DEVELOPMENT BLOCK GRANT (“CDBG”) CONTRACT** BETWEEN THE VILLAGE AND MIAMI-DADE COUNTY WHICH PROVIDES FOR \$50,000 IN GRANT FUNDS FOR COMMUNITY SIGNAGE **AUTHORIZING AND APPROVING THE VILLAGE’S ACCEPTANCE OF THE MIAMI-DADE COUNTY CDBG GRANT FUNDING OF \$50,000**; PROVIDING FOR AN EFFECTIVE DATE



8.f **Resolution 2014-75**

A RESOLUTION OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA; **AUTHORIZING THE MAYOR TO EXECUTE THE PROFESSIONAL SERVICES AGREEMENT BETWEEN SALVATORE ANNESE AND THE VILLAGE OF BISCAYNE PARK FOR THE PROVISION OF BUILDING PLAN REVIEW AND INSPECTION SERVICES**; PROVIDING FOR AN EFFECTIVE DATE.



8.g **Resolution 2014-76**

A RESOLUTION OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA; **AUTHORIZING THE MAYOR TO EXECUTE THE PROFESSIONAL SERVICES AGREEMENT BETWEEN JAMES LEVEROCK** AND THE VILLAGE OF BISCAYNE PARK FOR THE PROVISION OF **BUILDING PLAN REVIEW AND INSPECTION SERVICES**; PROVIDING FOR AN EFFECTIVE DATE.



8.h **Resolution 2014-77**

A RESOLUTION OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA; **AUTHORIZING THE MAYOR TO EXECUTE THE PROFESSIONAL SERVICES AGREEMENT BETWEEN CAP GOVERNMENT, INC.** AND THE VILLAGE OF BISCAYNE PARK FOR THE PROVISION OF **BUILDING PLAN REVIEW AND INSPECTION SERVICES**; PROVIDING FOR AN EFFECTIVE DATE.



8.i **Resolution 2014-78**

A RESOLUTION OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA, **OPPOSING THE PROPOSED DEVELOPMENT OF APPROXIMATELY 88 ACRES OF PINE ROCKLAND** GENERALLY LOCATED ALONG S.W. 152 STREET AND S.W. 127TH AVENUE WITHIN UNINCORPORATED MIAMI-DADE COUNTY; PROVIDING FOR AN EFFECTIVE DATE



8.j **Resolution 2014-79**

A RESOLUTION OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA, **AUTHORIZING THE VILLAGE MANAGER TO EXECUTE A MUTUAL AID AGREEMENT BETWEEN THE VILLAGE OF MIAMI SHORES POLICE DEPARTMENT,** AND THE VILLAGE OF BISCAYNE PARK POLICE DEPARTMENT; PROVIDING FOR AN EFFECTIVE DATE



8.k **Resolution 2014-80**

A RESOLUTION OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA, **SUPPORTING THE MIAMI-DADE COUNTY ORDINANCE RELATING TO HISTORIC PRESERVATION**; PROVIDING FOR AN EFFECTIVE DATE

< End of Consent >

9 Ordinances

FIRST READING:



9.a Ordinance 2014-11

AN ORDINANCE OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA, PURSUANT TO SECTION 166.041, FLORIDA STATUTES, TO AMEND ORDINANCE 2013-12 ADOPTED ON NOVEMBER 20, 2013, **FINALIZING AND ADOPTING THE ANNUAL OPERATING BUDGET FOR FISCAL YEAR 2013-2014, BY AMENDING VARIOUS PARTS OF THE BUDGET** CONSISTENT WITH EXHIBIT "A", ATTACHED HERETO; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE

10 Resolutions



10.a Resolution 2014-80

RESOLUTION OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA, **RATIFYING THE SELECTION AND APPOINTMENT OF BOARD MEMBERS TO THE CHARTER REVIEW ADVISORY BOARD**; PROVIDING FOR AN EFFECTIVE DATE

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 Code Review Board - Proposed changes to Chapter 5

12 New Business

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



12.a Discussion for an ordinance to amend the charter for a referendum to accept annexion proposal - as requested by Commissioner Watts



12.b Establish uniform policy on notifying residents on decisions - as requested by Mayor Coviello



12.c Board Member application - Public Art Advisory Board



12.d Selection of next year's Miami Dade County League of Cities (MDCLC) designate for the Village of Biscayne Park - As requested by Mayor Coviello



12.e Strategic Plan - As requested by Commissioner Jonas



12.f Village Boards - As requested by Commissioner Jonas



12.g FLOC Institute for Elected Municipal Officials (IEMO) - As requested by
Commissioner Jonas

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

- ◆ Annexation Update
- ◆ Village Hall log cabin restoration & annex building update
- ◆ Scheduling of Special Commission Meeting on Tuesday, December 9, 2014 at 6:30pm

14.b Village Attorney

14.c Board / Committee Reports:

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

14.d Commissioner Comments

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

15 Announcements

Saturday, November 8th - Walk a Hound Lose a Pound at 9:00am

Tuesday, November 11th - All Village Departments are closed in observance of Veteran's Day

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

Wednesday, November 12th - Code Compliance Board at 7:00pm

Saturday, November 15th - Movie Night in Park starting at 6:30pm

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

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

Tuesday, November 18th - Crime Watch Meeting at 7:00pm

Wednesday, November 19th - Parks & Parkway Advisory Board at 6:00pm
Wednesday, November 19th - Code Review Board at 7:00pm
Tuesday, November 25th - Recreation Advisory Board at 7:00pm
Thursday, November 27th and Friday, November 28th - All Village Departments are closed for Thanksgiving
Monday, December 1st - Planning & Zoning Board at 6:30pm

Our next regular Commission meeting is Tuesday, December 2, 2014, 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

Veteran's Day

November 11, 2014

WHEREAS, on Veteran's Day, our Nation comes together to honor our veterans and commemorate the legacy of profound service and sacrifice they have upheld in pursuit of a more perfect union; and,

WHEREAS, through their steadfast defense of America's ideals, our service members have ensured our country still stands strong, our founding principles still shine, and nations around the world know the blessings of freedom; and

WHEREAS, the selflessness of our service members is unmatched, and they remind us that there are few things more fundamentally American than doing our utmost to make a difference in the lives of others; and

WHEREAS, just as our veterans stood watch on freedom's frontier, so have they safeguarded the prosperity of our Nation in our neighborhoods, our businesses, and our homes; and

WHEREAS, serving as teachers and engineers, parents and local government employees, these patriots have made contributions to civilian life that serve as a testament to their dedication to the welfare of our country; and

NOW, THEREFORE, LET IT BE PROCLAIMED BY the Honorable Mayor and Village Commission of the Village of Biscayne Park that all citizens observe the day with appropriate ceremonies in honor of those who have served to preserve the principles of Justice, Freedom and Democracy.



IN WITNESS WHEREOF, I have hereunto set my hand this 6th day of November, in the year two thousand fourteen.

David Coviello, Mayor



Village of Biscayne Park Commission Agenda Report

Village Commission Meeting Date: November 6, 2014

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

- September 9, 2014 Regular Commission Meeting



MINUTES
REGULAR COMMISSION MEETING
Ed Burke Recreation Center - 11400 NE 9th Court
Biscayne Park, FL 33161
Tuesday, September 9, 2014 at 7:00pm

1 Call to Order

Mayor David Coviello called the meeting to order at 7:03pm.

2 Roll Call

Mayor David Coviello - present

Vice Mayor Roxanna Ross - present

Commissioner Bob Anderson - present

Commissioner Fred Jonas - present

Commissioner Barbara Watts - absent (*arrived at 7:10pm*)

Present from staff were:

Village Manager Heidi Shafran

Village Clerk Maria C. Camara

Village Attorney John Hearn

Chief of Police Cornelius McKenna

Public Services Manager Krishan Manners

Finance Director Irwin Williams

Assistant Public Works Manager Cesar Hernandez

3 Pledge of Allegiance

4 Presentations

4.e Chief Cornelius McKenna performed the swearing in of:

- Captain Thomas Harrison

- Commander Roy Camara

- Lieutenant Detective Hector Pineda

- Police Officer Luke Palacios

- Reserve Police Officer Kevin Lopez

4.a Mayor Coviello read the Proclamation for Constitution Week and it was presented to resident B.B. Gould, member of the Daughters of the Revolution

4.b Mayor Coviello read the Proclamation for September Childhood Cancer Awareness Week.

- 4.c Manager Shafran introduced new employees:
 - Krishan Manners, Public Services Manager
 - Shelecia Bartley, Parks & Recreation Manager
 - Philomene Pierre, Parks & Recreation Coordinator

- 4.d Manager Shafran recognized employee performance:
 - Wills Celestin
 - Derrick Murray

5 Additions, Deletions or Withdrawals to the Agenda

Manager Shafran pulls item 8.j, Resolution 2014-57 and will bring back at next meeting.

Manager Shafran will add an update on the Recreation Center bathroom renovations under the Manager's report, 13.a.

6 Public Comments Related to Agenda Items / Good & Welfare

Kristen Montouri: Strongly against using Village funds for lobbying efforts.

Barbara Kuhl: Attended many meetings, even before John Hearn was the attorney. When John Hearn started we saw the professionalism and integrity that was needed. Shocked to see the item on the agenda for professional services. If there are any performance issues, this would have been heard about from the commission. Mr. Hearn has weathered many commissions. Mr. Hearn has not gotten any raises. If there is a money issue, then it is something we are doing and you need to check the records of how ever commissioner uses his services. This is an ungrateful act. Please support our attorney.

Rafael Angel: Why if the Village is tight on money, if they are firing half dozen guys, then why are we spending so much money on annexation that we are not even certain about. Why not do a cheaper method first. You are choosing an expensive solution without knowing if you need it.

Gary Kuhl: Mr. Hearn brings the same experience of bigger city attorneys. Always accessible, neutral, has a fair rate. If there is an issue, let the residents know. This came out of the blue. Explain if you go through with this. In regards to the bathroom renovations, rip it out and do it right.

Chuck Ross: Crimewatch meeting will be held on September 27th at 10:00am, combined with Coffee with a Cop. Last night a divisive e-mail sent out and it was destructive. Look at the facts and get the full perspective.

Tracy Truppman: Attorney Hearn has done an excellent job. Review process should be in play for everyone. On billing, recommend that invoices are approved by the Commission instead of the Manager. On annexation, don't the change, but the reality is that we are in a fiscal responsible place. Do we go full speed or sit back and see what happens. If you want it to happen you need a lobbyist. Those getting emails from Steve Bernard that are twisted, encourage to instead reach out to the Commission and provide a solution. Easy to criticize, but you need to get informed and get facts.

7 Information / Updates

- 7.a Public Services Manager Manners provided an updated on sanitation outsource:
- Waste Pro staff has shadowed our staff and will do so again next week.
- 7.b
- Waste Pro brochure will be mailed out to all residents by mail and will also be attached to recycling carts when delivered.
 - The week of September 29th, recycling carts will be delivered and distributed to residents.
 - Finalizing TraceZ reporting system that will be ready for service requests.
 - Final recycling pick up by Miami Shores will be on October 1st, and they will retain the bins at that time.
 - Friday, October 3rd, will be the first pick up by Waste Pro, garbage and recycling.
 - Tuesday, October 7th, will be garbage and trash pick up.
- 7.b Finance Director Williams provided with the monthly financial report for the period ending July 31st.

8 Consent Agenda

Clerk Camara pulls the minutes for August 5th.

Commissioner Anderson pulls item 8.g, Resolution 2014-54 and item 8.k, Resolution 2014-58.

Mayor Coviello pulls item 8.c, Resolution 2014-50.

Left on the consent agenda:

8.a Approval of Minutes

- ◆ August 13, 2014 Special Commission Meeting
- ◆ August 13, 2014 1st Budget Workshop FY 2014-2015
- ◆ August 16, 2014 Special Commission Meeting
- ◆ August 20, 2014 2nd Budget Workshop FY 2014-2015

8.b Acceptance of Board Minutes

- ◆ Planning & Zoning Board - August 4, 2014
- ◆ Planning & Zoning Board - August 18, 2014
- ◆ Planning & Zoning Board - September 2, 2014

- ◆ Code Compliance Board Special Meeting - July 29, 2014
- ◆ Code Compliance Board - August 12, 2014
- ◆ Ecology Board - July 21, 2014
- ◆ Parks & Parkway Advisory Board - July 16, 2014
- ◆ Public Art Advisory Board - August 6, 2014
- ◆ Recreation Advisory Board - July 22, 2014
- ◆ Biscayne Park Foundation - April 14, 2014
- ◆ Biscayne Park Foundation - May 12, 2014
- ◆ Biscayne Park Foundation - June 9, 2014
- ◆ Biscayne Park Foundation - July 28, 2014

8.d **Resolution 2014-51**

A RESOLUTION OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA, **URGING THE MIAMI-DADE COUNTY BOARD OF COMMISSIONERS TO CREATE AND IMPLEMENT A LONG-TERM STABLE FUNDING PLAN THAT WILL RESTORE FULL FUNDING TO THE ENTIRE MIAMI-DADE PUBLIC LIBRARY SYSTEM,** PROVIDING FOR AN EFFECTIVE DATE

8.e **Resolution 2014-52**

A RESOLUTION OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA, **RATIFYING THE DONATION OF \$2,500 FOR FISCAL YEAR 2013-14 TO THE NORTH MIAMI FOUNDATION FOR SENIOR CITIZENS' SERVICES, INC.;** PROVIDING FOR AN EFFECTIVE DATE

8.f **Resolution 2014-53**

A RESOLUTION OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA; **AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT BETWEEN MODERN MARTIAL ARTS & FITNESS AND THE VILLAGE OF BISCAYNE PARK** FOR THE PROVISION OF MARTIAL ARTS INSTRUCTION AT THE ED BURKE RECREATION CENTER; PROVIDING FOR AN EFFECTIVE DATE

8.h **Resolution 2014-55**

A RESOLUTION OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA, **AUTHORIZING THE VILLAGE MANAGER TO EXECUTE A MUTUAL AID AGREEMENT BETWEEN THE VILLAGE OF EL PORTAL POLICE DEPARTMENT AND THE VILLAGE OF BISCAYNE PARK POLICE DEPARTMENT;** AND AUTHORIZING THE CHIEF OF POLICE TO EXECUTE THE JOINT DECLARATION; PROVIDING FOR AN EFFECTIVE DATE

8.i **Resolution 2014-56**

A RESOLUTION OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA, **AUTHORIZING THE VILLAGE MANAGER TO EXECUTE A MUTUAL AID AGREEMENT BETWEEN MIAMI DADE COUNTY AND THE VILLAGE OF BISCAYNE PARK POLICE DEPARTMENT FOR THE MULTI-AGENCY GANG TASK FORCE;** PROVIDING FOR AN EFFECTIVE DATE

8.k **Resolution 2014-58**

A RESOLUTION OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK **SUPPORTING THE INCREASE OF WAGES FOR THREE (3) EMPLOYEES TO THE MIAMI DADE COUNTY LIVING WAGE IN THE CURRENT 2013-14 FISCAL YEAR**; PROVIDING FOR AN EFFECTIVE DATE

8.l **Resolution 2014-59**

A RESOLUTION OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK **AUTHORIZING THE MAYOR TO EXECUTE THE BILL OF SALE BETWEEN THE VILLAGE OF BISCAYNE PARK AND CORPORAL CHARLIE DAYOUB FOR THE SALE OF POLICE DOG "MOLLIE"**; PROVIDING FOR AN EFFECTIVE DATE

8.m **Resolution 2014-60**

A RESOLUTION OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, AUTHORIZING THE **VILLAGE MANAGER TO EXECUTE THE GRANT AGREEMENT BETWEEN THE STATE OF FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY AND THE VILLAGE OF BISCAYNE PARK**; PROVIDING FOR AN EFFECTIVE DATE

8.n **Resolution 2014-61**

A RESOLUTION OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA, **ACCEPTING THE PROPOSAL OF THE RUSSELL PARTNERSHIP, INC. FOR ARCHITECTURAL ENGINEERING SERVICES** FOR THE DESIGN PREPARATION OF CONSTRUCTION DOCUMENTS AND CONSTRUCTION ADMINISTRATION OF THE PROPOSED VILLAGE HALL PROJECT; AUTHORIZING AND RECOGNIZING THE SELECTION OF THE RUSSELL PARTNERSHIP, INC., CONSISTENT WITH SECTION 287.055, FLORIDA STATUTES; PROVIDING FOR AN EFFECTIVE DATE

8.o **Resolution 2014-62**

A RESOLUTION OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA **DECLARING VILLAGE VEHICLES AS SURPLUS PROPERTY** AND GRANTING THE VILLAGE MANAGER AUTHORIZATION TO SELL SAID SURPLUS THROUGH BIDERA AUCTIONS; PROVIDING FOR AN EFFECTIVE DATE

8.p **Resolution 2014-65**

A RESOLUTION OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA, **APPROVING THE EXPENDITURE OF POLICE FORFEITURE FUNDS OF NOT MORE THAN \$5,000 FOR THE PURCHASE OF GLOCK GEN4 PISTOLS**; PROVIDING FOR AN EFFECTIVE DATE

Commissioner Anderson makes a motion to approve the Consent Agenda and it is seconded by Commissioner Watts.

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

Opposed: None

Motion carries: 5/0

8.c **Resolution 2014-50**

A RESOLUTION OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA, **URGING LOCAL RETAILERS SELLING TOBACCO PRODUCTS TO REFRAIN FROM SELLING AND MARKETING FLAVORED TOBACCO PRODUCTS** BECAUSE SUCH PRODUCTS TEND TO PROMOTE AND INFLUENCE TOBACCO USE BY MINORS AND YOUNG ADULTS, PROVIDING FOR AN EFFECTIVE DATE

Mayor Coviello introduced the members of SWAT, Students Working Against Tobacco, from the City of Hialeah.

Commissioner Anderson makes a motion to approve Resolution 2014-50 and it is seconded by Vice Mayor Ross.

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

Opposed: None

Motion carries: 5/0

8.g **Resolution 2014-54**

RESOLUTION OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK **AUTHORIZING THE VILLAGE MANAGER TO EXECUTE 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 Anderson concerned with the cuts in funding from FDOT on the maintenance of medians on Sixth Avenue. Recommends that we contract the maintenance to the State and let them do it instead of the Village staff.

Manager Shafran provided a summary on FDOT's funding decrease.

After discussion, Vice Mayor Ross makes a motion to approve Resolution 2014-54 and it is seconded by Commissioner Jonas.

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

Opposed: Commissioner Anderson

Motion carries: 4/1

8.k **Resolution 2014-58**

A RESOLUTION OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK **SUPPORTING THE INCREASE OF WAGES FOR THREE (3) EMPLOYEES TO THE MIAMI DADE COUNTY LIVING WAGE IN THE CURRENT 2013-14 FISCAL YEAR;** PROVIDING FOR AN EFFECTIVE DATE

Commissioner Anderson asks where will this additional increase come from the budget, and the specific line item.

Manager Shafran provided the background and explained it is completely covered through the General Fund from savings in other salaries.

After discussion, Commissioner Jonas makes a motion to approve Resolution 2014-58 and it seconded by Vice Mayor Ross.

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

Opposed: None

Motion carries: 5/0

9 Ordinances

FIRST READING:

9.c Ordinance 2014-08

AN ORDINANCE OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA, **AMENDING THE VILLAGE'S CODE OF ORDINANCES AND THE VILLAGE'S LAND DEVELOPMENT CODE TO CREATE CONSISTENCY THROUGHOUT THE CODES CONCERNING ADMINISTRATIVE AND USER FEES;** AMENDING CHAPTER 11, ARTICLE III – GARAGE SALES, SECTION 11-45, ENTITLED “PERMIT ISSUANCE, FEE” OF THE VILLAGE’S CODE OF ORDINANCES; AMENDING CHAPTER 17 – TRAFFIC AND VEHICLES, SECTION 17-1, ENTITLED “IMPOUNDMENT OF MOTOR VEHICLES USED DURING THE COMMISSION OF A CRIME” OF THE VILLAGE’S CODE OF ORDINANCES; AMENDING PART II, CHAPTER 16 – PERMITS AND CERTIFICATES, SECTION 16.15, ENTITLED “LANDLORD PERMITS” OF THE VILLAGE’S LAND DEVELOPMENT CODE; AMENDING PART II, CHAPTER 16 – PERMITS AND CERTIFICATES, SECTION 16.16., ENTITLED “CERTIFICATE OF RE-OCCUPANCY”; AMENDING PART II, CHAPTER 16 – PERMITS AND CERTIFICATES, SECTION 16.18, ENTITLED HOME-BASED OCCUPATIONS” OF THE VILLAGE’S LAND DEVELOPMENT CODE; AMENDING PART II, CHAPTER 16 - PERMITS AND CERTIFICATES, SECTION 16.19, ENTITLED “CONTRACTOR REGISTRATION” OF THE VILLAGE’S LAND DEVELOPMENT CODE; AMENDING PART II, CHAPTER 17 – FEES, BONDS AND CHARGES, SECTION 17.1, ENTITLED “GENERALLY” OF THE VILLAGE’S LAND DEVELOPMENT CODE; AMENDING PART II, CHAPTER 17 – FEES, BONDS AND CHARGES, SECTION 17.3, ENTITLED “CAMPAIGN SIGN BOND” OF THE VILLAGE’S LAND DEVELOPMENT CODE; AMENDING PART II, CHAPTER 17 – FEES, BONDS AND CHARGES, SECTION 17.6, ENTITLED “PLANNING AND ZONING FEE SCHEDULE” OF THE VILLAGE’S LAND DEVELOPMENT CODE; REPEALING ORDINANCE 2006-14 ADDRESSING THE BUILDING PERMIT FEE SCHEDULE IN ITS ENTIRETY; PROVIDING THAT VILLAGE FEES BE ADDRESSED BY RESOLUTION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR AN EFFECTIVE DATE

Attorney Hearn read the title and provided summary.

Mayor Coviello opened the meeting to public comment on this ordinance, but there were none.

Vice Mayor Ross asks that a whereas is incorporated for second reading confirming that the Charter states Commission will act by ordinance to set changes.

Vice Mayor Ross makes a motion to approve Ordinance 2014-05 and it was seconded by Commissioner Anderson.

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

Motion carries: 5/0

Item 10.b from section 10. Resolutions is moved up.

10.b **Resolution 2014-64**

A RESOLUTION OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA, **AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AGREEMENT BETWEEN _____ AND THE VILLAGE OF BISCAYNE PARK FOR LOBBYING SERVICES FOR THE VILLAGE'S BOUNDARY CHANGE APPLICATION;** PROVIDING FOR AN EFFECTIVE DATE

Attorney Hearn read the title.

Manager Shafran proved the background, and introduced Jeff Cazeau, partner from Becker & Poliakoff and Luis Mata, Balsera Communications. Both provided a presentation on their firms.

Vice Mayor Ross makes a motion to direct the Manager to negotiate with Becker & Poliakoff to establish a cap and engage their services. There is no second.

After further discussion, Attorney Hearn recommends that the Manager asks for a best and final offer from each firm, and it is brought back at Thursday's meeting for a final decision.

Vice Mayor Ross makes a motion to procure the services of a consultant to help to finalize and make it through our annexation application. It is seconded by Commissioner Jonas.

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

Opposed: Commissioner Watts

Motion carries: 4/1

Meeting is paused at 9:09pm

Meeting resumes at 9:11pm

Vice Mayor Ross makes motion to direct the Manager get best offer from each firm and bring back at the Thursday meeting, and it is seconded by Commissioner Jonas.

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

Opposed: None

Motion carries: 5/0

Resume section 9 Ordinances - Second Reading

9.a **Ordinance 2014-06**

AN ORDINANCE OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA, RELATING TO THE PROVISION OF SOLID WASTE MANAGEMENT FEE ASSESSMENTS IN THE VILLAGE OF BISCAYNE PARK, FLORIDA; **APPROVING THE SCHEDULE FOR SOLID WASTE COLLECTION AGAINST ASSESSED PROPERTY LOCATED WITHIN THE VILLAGE OF BISCAYNE PARK FOR THE FISCAL YEAR BEGINNING ON OCTOBER 1, 2014**; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION; PROVIDING FOR AN EFFECTIVE DATE

Attorney Hearn read the title.

Mayor Coviello opened the meeting to public comment on this ordinance, but there were none.

Vice Mayor Ross makes a motion to approve Ordinance 2014-06 and it is seconded by Commissioner Anderson.

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

Opposed: Commissioner Watts

Motion carries: 4/1

9.b **Ordinance 2014-07**

AN ORDINANCE OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA **AMENDING CHAPTER 7 OF THE VILLAGE'S LAND DEVELOPMENT CODE, ENTITLED "RECREATION AND OPEN SPACE", TO PROVIDE REQUIREMENTS FOR WATERCRAFTS TO BE REGISTERED** WITH THE STATE AND TO PROVIDE OTHER CLARIFICATIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR EFFECTIVE DATE

Attorney Hearn read the title.

Mayor Coviello opened the meeting to public comment on this ordinance, but there were none.

Commissioner Jonas makes a motion to approve Ordinance 2014-07 and it is seconded by Commissioner Anderson.

,

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

Opposed: None

Motion carries: 5/0

10 Resolutions

10.a Resolution 2014-63

A RESOLUTION OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA, **AUTHORIZING THE VILLAGE ADMINISTRATION TO ADVERTISE THE VILLAGE'S INTENT TO USE THE UNIFORM METHOD FOR THE COLLECTION OF ASSESSMENTS** CONSISTENT WITH SECTION 197.3632, FLORIDA STATUTES FOR THE COSTS OF ROADWAY IMPROVEMENTS AND FOR STORMWATER IMPROVEMENTS; AUTHORIZING THE VILLAGE COMMISSION TO HOLD A PUBLIC HEARING ON SAID ASSESSMENT; PROVIDING FOR AN EFFECTIVE DATE

Attorney Hearn read the title and provided the background.

Manager Shafran explained that the assessment would go towards improvement to roadways and storm water, and that the first step would be to do a master plan.

After discussion, a motion made by Vice Mayor Ross to approve Resolution 2014-63 and it is seconded by Commissioner Jonas.

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

Opposed: None

Commissioner Watts absent during vote.

Motion carries: 4/0

11 New Business

11.a Back-up information for all agenda items - As requested by Commissioner Anderson

Commissioner Anderson asks for consensus to do a resolution that requires that all agenda items have back up. Instead, there is consensus from the Commission agreeing that this process be followed.

11.b Utilizing FRDAP (Florida Recreation Development Assistance Program) as a funding source - As requested by Vice Mayor Ross

Vice Mayor Ross provided the background and asks to direct staff to process application with FRDAP to enhance Village commons. There is consensus from the Commission.

11.c Soliciting letters of interest or an RFQ (request for qualifications) for legal services - As requested by Vice Mayor Ross

Vice Mayor Ross provided the background. Looks for consensus to proceed with a request for proposal for legal services.

Commissioner Anderson makes a motion to call for a vote of confidence for Attorney Hearn, and it is seconded by Commissioner Watts.

Commissioner Watts asks to give Attorney Hearn a bonus or increase hourly rate by \$1 as a gesture of confidence.

After discussion, the motion was called for a vote.

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

Opposed: None

Motion carries: 5/0

Vice Mayor Ross is asked to bring back a new item for discussion on doing an annual review of the Attorney.

11.d Discussion on fund raising efforts for Sanitation workers - As requested by Commissioner Watts

Commissioner Watts provided the background. It is recommended that donation requests not done as a Commissioner.

11.e November commission meeting date - As requested by Maria Camara, Village Clerk

There is consensus to move the November Commission meeting to Thursday, November 6, 2014 at 7:00pm.

11.f Biscayne Park Foundation request for temporary alcohol license for the October 11th Biscayne Park's Got Talent event.

Joe Chao, Treasurer of the Biscayne Park Foundation provided the background.

Vice Mayor Ross makes a motion to authorize the Biscayne Park Foundation to apply for liquor license for specific events, and it is seconded by Commissioner Jonas.

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

Opposed: None

Motion carries: 5/0

12 Request for Placement of Items on Next Meeting Agenda

Vice Mayor Ross: Village Attorney review.

Commissioner Watts: Discussion for an ordinance to amend the charter for a referendum to accept annexation proposal.

Mayor Coviello: Establish uniform policy to notify residents on decisions.

13 Reports

Village Manager:

- Annexation: Look towards finalizing the decision on the lobbyist in order to address the one insufficient item in our application. Continue to stay informed on discussions at the County level.

- Lob cabin restoration and annex building: Getting estimates on cost; working with State of Florida along with Attorney Hearn; staff working with architect on plans. Moving forward and conscientious of time line. Looking to relocate staff to move forward. Look to have draft RFP in 30-45 days.

- Bathroom renovations at Recreation Center: Have received a timeline and scope of work to take it down and start over and to save the tile as best as possible. There may be costs for re-studding.

- Manager annual evaluation: Provided a summary of what other cities do. Manager Shafran recommends that she meet with each Commissioner to discuss using ICMA recommended evaluation if desired. At December meeting, publicly announce that the meetings took place and summarize the process.

Vice Mayor Ross makes a motion to accept the Manager's proposed format for review and to proceed, and it is seconded by Commissioner Jonas.

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

Opposed: Commissioner Anderson

Motion carries: 4/1

Final Public Comments added.

Barbara Kuhl: Commission is starting to get report happy. It is your obligation to bring back issues. Commission should be evaluated each year. On the Public Works staff, they have worked many years. Commissioner Watts felt it would be fitting to have residents give something. Very disingenuous to turn this on Commissioner Watts.

14 Announcements

Wednesday, September 10th - Public Art Advisory Board at 6:00pm

Thursday, September 11th - 1st Public Hearing FY 2014-15 Budget at 6:30pm

Monday, September 15th - Ecology Board at 6:30pm

Monday, September 15th - Planning & Zoning Board at 6:30pm

Wednesday, September 17th - Parks & Parkway Advisory Board at 6:00pm

Wednesday, September 17th - Code Review Board at 7:00pm

Saturday, September 20th - Pancake Breakfast for resident Jazzmine Peluchette from 8:00am to 12:noon

Saturday, September 20th - 2nd Annual Fun Run/Health & Fitness Expo at 8:30am

Tuesday, September 23rd - 2nd Public Hearing FY 2014-15 Budget at 6:30pm

Wednesday, September 24th - Recreation Advisory Board at 7:00pm

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

Our next regular Commission meeting is Tuesday, October 7, 2014, at 7:00pm

15 Adjournment

The meeting was adjourned at 10:40pm.

Commission approved on October 7, 2014.

Attest:

David Coviello, Mayor

Maria Camara, Village Clerk



Village of Biscayne Park

Commission Agenda Report

Village Commission Meeting Date: November 6, 2014

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

- Parks & Parkway Advisory Board - August 21, 2014
- Planning & Zoning Board - October 6, 2014
- Planning & Zoning Board - October 20, 2014 DRAFT
- Code Compliance Board - October 14, 2014 DRAFT
- Parks & Parkway Advisory Board - October 1, 2014 DRAFT



PARKS &
PARKWAY
ADVISORY BOARD

Dan Keys
Chairman

Barbara Kuhl
Robert Moreno
Robert Silverman
Randy Wagoner

Alternate

Lynn Fischer

MINUTES

PARKS & PARKWAY ADVISORY BOARD

Ed Burke Recreation Center 11400 NE 9th Court

Thursday August 21, 2014 at 6:00 PM

1. CALL TO ORDER AND ROLL CALL – Barbara Kuhl, Randy Wagoner, Robert Silverman and Dan Keys were present; Robert Silverman and Robert Moreno were absent. Guests – Commissioner Roxanna Ross Manager Shafran and Krishan Manners.
2. AGENDA ADDITIONS AND DELETIONS –
3. PUBLIC COMMENT (PERMITTED FOR EACH AGENDA ITEM) – As noted herein.
4. APPROVAL OF MINUTES – **The Minutes of July 16, 2014 were approved unanimously**
5. OLD BUSINESS
 - A. Village Manager, Heidi Shafran introduced Krishan Manners as the new Public Services Manager and advised the Board that he would be its new staff liaison and would be leading the areas of Building/Code and Public Works.
 - B. Staff reported that a \$5,000.00, 50/50 matching grant for tree trimming/high lift rental and tree trimmer training was awarded to the Village. The Board reiterated that it would like input into the scope of tree trimming work to be performed prior to bidding or awarding the work.
 - C. Krishan reported that there was a meeting scheduled with Kevin Hardy of Ballpark Maintenance Inc. in order to discuss the condition of the athletic field and the treatments that were needed. He also reported that the last replacement irrigation heads needed to correct coverage issues were slated for purchase in the new Fiscal year.
 - D. Bidding for the replacement palms for 6th Avenue was planned for the near future. The Manager reported that repairs to the irrigation system for this roadway were also planned for the new FY.
6. NEW BUSINESS
 - A. Manager Shafran reported that there were funds available in the amount of \$1,000.00 from the Martin Luther King work Day efforts of Commissioner Ross, for use prior to September 30, 2014. The Village asked the Board for their comments on how these funds could be used for the 6th Avenue bridge landscape project. Dan Keys suggested a mixed native plant planting for the back edge of the Sabal



The Village of Biscayne Park

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palms. *Serenoa repens* "silver form" (Silver Saw Palmetto) would provide a bright contrasting plant for the for in front of this planting. He mentioned that weed control would be important and Board members mentioned and advised the use of tree trimming mulch that could be obtained form the FPL tree trimming contractors working in the area. Dan presented a sketch of the general idea of the planting to the Board. It was agreed to move forward with this planting theme and that Dan would work with Krishan in order to develop a plant list for the project.

7. ADJOURNMENT – The meeting adjourned with no further discussion.



PLANNING &
ZONING BOARD

Gage Hartung
Chairman

Andrew Olis
Vice Chairman

Carl Bickel
Elizabeth Hornbuckle
Doug Tannehill

Alternate
Mario Rumiano

MINUTES

PLANNING & ZONING BOARD MEETING
Ed Burke Recreation Center
11400 NE 9th Court – Biscayne Park, FL
Monday, October 6th, 2014 at 6:30pm

1. CALL TO ORDER

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

2. ROLL CALL

Gage Hartung – Chair Member – present
Andrew Olis – Vice Chair – absent
Carl Bickel – Board Member – present
Doug Tannehill – Board Member – present
Elizabeth Hornbuckle – Board Member – absent
Shanesa Mykoo, Krishan Manners and Sal Annese – staff attendance – present

3. ADDITIONS, DELETIONS OR WITHDRAWALS TO ORDER OF BUSINESS

4. APPROVAL OF MINUTES

September 2, 2014 and September 15, 2014

Motion by D. Tannehill, seconded by C. Bickel and approved 3-0

5. PAINT PERMITS

None

6. BUILDING PERMITS

- a. 850 NE 111 St – 850 NE 111th St – Window and door replacement
Motion by C. Bickel, seconded by D. Tannehill and approved 3-0
- b. Wagner – 11515 NE 6th Ave – Columns on driveway
Motion by D. Tannehill, seconded by C. Bickel and approved 3-0
- c. Gallo – 971 NE 113th St – Patio Roof
Motion by C. Bickel, seconded by D. Tannehill and approved 3-0
- d. Griesmann – 11020 NE 9th Ct – Install shutters
Motion by C. Bickel, seconded by D. Tannehill and approved 3-0
- e. Harrington – 1106 NE 119th St – Replace garage door
Motion by D. Tannehill, seconded by C. Bickel and approved 3-0
- f. Perez – 11920 NE 11th Pl – Remove garage door and install one window
Tabled *Uncertain if windows match existing.
- g. Ramos – 1105 NE 118th St – Replace fence
Motion by D. Tannehill, seconded by C. Bickel and approved 3-0
- h. Trainer – 11520 NE 9th Ave – Install windows
Motion by C. Bickel, seconded by D. Tannehill and approved 3-0
- i. Nieves – 11510 NE 10th Ave – New metal roof
Motion by D. Tannehill, seconded by C. Bickel and approved 3-0
- j. Recondo – 10910 NE 10th Ave – Replace windows
Motion by D. Tannehill, seconded by C. Bickel and approved 3-0
- k. Church of Resurrection - Dumpster enclosure
Motion by D. Tannehill, seconded by G. Hartung and approved 3-0



The Village of Biscayne Park

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- l. Padron – 769 NE 113th St – Fence, windows and door replacement
Motion by D. Tannehill, seconded by C. Bickel and approved 3-0
- m. Bickel – 12045 Griffing Blvd - Replace fence
*no quorum
- n. Schmicl – 1007 NE 118th St – Install fence
Motion by C. Bickel, seconded by d. Tannehill and approved 3-0
- o. Wise – 11465 NE 9th Ct – Addition
Motion by C. Bickel, seconded by D. Tanehill and approved 3-0
- p. Alonso – 825 NE 113th St – Pool
Motion by c. Bickel, seconded by D. Tannehill and denied 3-0
*Need Variance to have pool on the side front of property.
- q. Barchen – 971 NE 111th St – Roof
Motion by D. Tannehill, seconded by C. Bickel and approved 3-0
- r. Raybin – 11612 NE 6th Ave – Re roof
*Tabled

7. Administrative Variance

None

The next meetings of the Planning & Zoning Board are Monday, October 20th, and Monday, November 3rd, 2014

8. ADJOURNMENT

This meeting was adjourned at 7:30 p.m.

Minutes approved on: 10/10/14
(Date)

By: ga
Gage Hartung, Chair Planning & Zoning Board



The Village of Biscayne Park

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

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PLANNING & ZONING BOARD

Gage Hartung
Chairman

Andrew Olis
Vice Chairman

Carl Bickel
Elizabeth Hornbuckle
Doug Tannehill

Alternate
Mario Rumiano

MINUTES

PLANNING & ZONING BOARD MEETING

Ed Burke Recreation Center

11400 NE 9th Court – Biscayne Park, FL

Monday, October 20th, 2014 at 6:30pm

1. CALL TO ORDER

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

2. ROLL CALL

Gage Hartung – Chair Member – present
Andrew Olis – Vice Chair – present
Carl Bickel – Board Member – present
Doug Tannehill – Board Member – absent
Elizabeth Hornbuckle – Board Member – absent
Shanesa Mykoo, Krishan Manners and Sal Annese – staff attendance – present

3. ADDITIONS, DELETIONS OR WITHDRAWALS TO ORDER OF BUSINESS

None

4. APPROVAL OF MINUTES

October 6th, 2014

Motion by C. Bickel, seconded by G. Hartung and approved 3-0

5. PAINT PERMITS

- a. Petit - 12035 NE 11th Ct
Motion by c. Bickel, seconded by A. Olis and approved 3-0
- b. Padron – 769 NE 113th St
Motion by A. Olis, seconded by C. Bickel and approved 3-0
- c. Dawson – 1029-1021 NE 113th St
Motion by A. Olis, seconded by C. Bickel and approved 3-0

6. BUILDING PERMITS

- a. Alonso –825 NE 113th St – New swimming Pool
Motion by C. Bickel, seconded by A. Olis and denied 3-0
*need variance
- b. Raybin – 11612 NE 6th Ave – Reroof
Motion by C. Bickel, seconded by A. Olis and approved 3-0
- c. Gary– 903-905 NE 109th St – Fence
Motion by A. Olis, seconded by C. Bickel and approved 3-0
- d. Romano – 725 NE 114th St – Garage conversion
Motion by C. Bickel, seconded by A. Olis and approved 3-0
- e. Tompsett– 835 NE 115th St – Replace door
Motion by C. Bickel, seconded by A. Olis and approved 3-0
- f. Ely – 800 NE 118th St – Reroof
Motion by A. Olis, seconded by C. Bickel and approved 3-0

7. Administrative Variance

None



The Village of Biscayne Park

640 NE 114th St., Biscayne Park, FL 33161
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The next meetings of the Planning & Zoning Board are Monday, November 3rd, 2014 and Monday, November 17th, 2014

8. ADJOURNMENT

This meeting was adjourned at 7:11 p.m.

Minutes approved on: _____
(Date)

By: _____
Gage Hartung, Chair Planning & Zoning Board



**CODE
COMPLIANCE
BOARD**

Chairman
Gary Kuhl

Vice Chairman
Harvey Bilt

Michael Beltran
Dale Blanton
Linda Dillon

Alternate
Jenny Johnson-
Sardella

**MINUTES
CODE COMPLIANCE BOARD
Ed Burke Recreation Center 11400 NE 9th Court
Tuesday- October 14th, 2014 at 7:00 p.m.**

1. CALL TO ORDER

Meeting was called to order at 7:00 p.m.

2. ROLL CALL

Gary Kuhl – Chair-absent
Harvey Bilt – Vice Chair-present
Michael Beltran-absent
Dale Blanton-absent
Linda Dillon-present
Jenny Johnson-Sardella-present
Staff Attendance - Code Officer Reginald White and Finance Clerk, Wendy Hernandez
Administrative Attendance – Public Services Manager, Krishan Manners

3. ADDITIONS, DELETIONS OR WITHDRAWALS TO ORDER OF BUSINESS

-Deletion of Item 7a and postponed to next month's meeting by Code Officer White

4. APPROVAL OF MINUTES

- a. July 29th, 2014 Workshop - Approved
- b. September 4th, 2014 - Approved
- c. September 12th, 2014 Special Meeting - Approved

5. NEW BUSINESS

- a. Branca Amaral- 10911 NE 9th Ct -Discolored exterior walls, chipping paint and dirty awnings: Case# 14-0171
-In Compliance, Motion to dismiss by J. Johnson-Sardella, seconded by L. Dillon.
Vote count 3-0
- b. Christian Danielle Forsythe- 10932 Griffing Blvd-Broken garage door window: Case# 14-0219
- Motion by J. Johnson-Sardella, seconded by L. Dillon, Vote count 3-0
- Not in compliance, Fine of \$25 and daily fine of \$5 to commence October 15th 2014
- c. Ignacio De Almagro III- 12010 NE 11th PL-Boat stored in the front yard: Case# 14-0216
-Not in compliance, (Mr. De Almagro present) actively working with Village Administration and has filed for variance.
Motion to postpone to next meeting, November 12th 2014 by J. Johnson-Sardella.
Vote count 3-0
- d. Kelly Jaimez &H Patric- 11925 NE 11th Ct-Boat stored in the front yard: Case# 14-0233
-In Compliance, Motion to dismiss by J. Johnson-Sardella, seconded by L. Dillon.
Vote count 3-0
- e. Frank Hacia, Estelle Hacia-820 NE 111th St-Boat stored in the front yard: Case# 14-0230
- Not in compliance, pending results from P&Z upcoming meeting.
- Motion to postpone to next meeting, November 12th 2014 by J. Johnson-Sardella, seconded by L. Dillon, Vote count 3-0



The Village of Biscayne Park

640 NE 114th St., Biscayne Park, FL 33161
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- f. Robert Manuel Moreno-728 NE 112th St-Boat stored in the front yard: Case# 14-0235
 - Motion by J. Johnson-Sardella, seconded by L. Dillon, Vote count 3-0
 - Not in compliance, (Robert Moreno present) fine of \$50 and daily fine of \$10 to commence October 15th 2014
- g. 10910 NE 8 CT INC-10910 NE 8th Ct-RV/Boat stored in the front yard: Case#14-0238
 - Motion by J. Johnson-Sardella, seconded by L. Dillon, Vote count 3-0
 - Boat not in compliance, Fine of \$50 and daily fine of \$10 if boat does not come into compliance by October 27th, daily fines to commence October 28th 2014
 - RV case to be postponed to next month pending results from Variance at next P&Z meeting
- h. New Capital Real EST-1010 NE 120th St-Wooden fence constructed without a permit: Case# 14-0237
 - Motion by J. Johnson-Sardella, seconded by L. Dillon, Vote count 3-0
 - Not in compliance, Fine of \$100 and daily fine of \$50 to commence October 16th 2014
- i. Janice Reta Featherstone-751 NE 116th St- Junk vehicle stored on the property: Case# 14-0173
 - In compliance, motion to dismiss by J. Johnson-Sardella and seconded by L. Dillon, Vote Count 3-0
- j. The Church of the Resurrection-11173 Griffing Blvd-concrete slab constructed without a permit: Case# 14-0203
 - Motion to be dismissed by J. Johnson-Sardella, seconded by L. Dillon, Vote count 3-0, permit has been applied for and approved, pending payment
- k. The Church of the Resurrection-11173 Griffing Blvd-Dumpster not screened from visibility: Case# 14-0204
 - (Representative John Busta and Diocelina Montanez present) Motion to postpone to next meeting, November 12th 2014 by J. Johnson-Sardella, seconded by L. Dillon, Vote count 3-0
 - To be covered with temporary structure in the meantime.

6. OLD BUSINESS:

7. FINE REDUCTION:

- a. LUCITA COMPERE – 11251 NE 11th PL: Case# 02-355, 03-192, 03-195, 03-196, 03-197, 05-191
 - Deletion for tonight and postponed to next month's meeting by Code Officer White

8. ANNOUNCEMENTS / SCHEDULE OF NEXT MEETING

The next meeting of the Code Compliance Board is Wednesday, November 12th, 2014, at 7:00pm

9. ADJOURNMENT

Meeting adjourned at 8:15 p.m.

Minutes approved on _____

By: _____
Gary Kuhl, Chair



PARKS &
PARKWAY
ADVISORY BOARD

Dan Keys
Chairman

Barbara Kuhl
Robert Moreno
Robert Silverman
Randy Wagoner

Alternate
Lynn Fischer

MINUTES
PARKS & PARKWAY ADVISORY BOARD
Ed Burke Recreation Center 11400 NE 9th Court
Thursday October 1, 2014 at 6:00 PM

1. CALL TO ORDER AND ROLL CALL – Barbara Kuhl, Robert Silverman, Randy Wagoner, Dan Keys and Lynn Fischer were present; Robert Moreno was absent.
2. AGENDA ADDITIONS AND DELETIONS – see below.
3. PUBLIC COMMENT (PERMITTED FOR EACH AGENDA ITEM) -
None
4. APPROVAL OF MINUTES – The Board unanimously approved the minutes of 8.21.2014.
5. OLD BUSINESS
 - A. VILLAGE STAFF REPORT
 1. **General median maintenance** – Krishan advised that the landscape contractor employed by the Village had been terminated as of 10.1.2014. The Village staff would be taking over these responsibilities. Mr. Keys asked if staff knew how many man hours of work and what combination of equipment were used by the contractor such that a comparison could be made with Village Public Works staff's productivity going forward. Staff did not have that information. In addition to a concern for the productivity of the crew, the Board was interested in determining how much staff time might be available for improving medians as opposed to maintaining the status quo.

The Board expressed concern for trees related to damage by weed eaters and mowing close to tree trunks. The need for a comprehensive solution was needed to include herbicide use, mulch, weed fabric etc. Some Board members expressed a concern for the use of Roundup herbicide. Other members felt that it could be used safely, but encouraged alternate methods of weed control at least in conjunction with the use of herbicides.

Mr. Keys mentioned that he believed that there may be a newly active whitefly infestation on the ficus trees at the Recreation Center.

2. **Tree removal and tree trimming issues** - The grant related to tree trimming is on the agenda of staff for the new fiscal year.



The Board repeated an interest in reviewing the scope of work and specifications for the trimming to be done, prior to bidding the work.

3. **Athletic field turf maintenance – Herbicides have been sprayed on the field** - The Board again discussed the heavy use of the field as related to its lease to private groups with commentary that that the revenue derived may not be worth the damage done to the field. The Board Asked Krishan to report to us at the next meeting as to the revenue versus expenses. He advised that he would compile this with the assistance of Shelecia.

4. **Athletic field irrigation system maintenance** - replacement of the last few improperly sized athletic field irrigation heads was planned for early in the new fiscal year.

5. **Highway Beautification Grant Proposal made for median of NE 6th Ave** – work is in the planning stages for the new fiscal year.

6. **Sixth Ave. Bridge Grant** – tow of the proposed plant materials for the project were specified by Mr. Keys and have been purchased with the funds from the Martin Luther King fund raising event. One palm needs to be moved due to the insistence of the water management authority. It will be moved to the East side of the roadway. Mr. Keys advised that if given a budget to work to, he would develop the plant list for use by the Village. Mr. Manners advises that he would look into the issues related to the installation of irrigation for the project.

7. **Continued discussion of landscape planning for 121 Street @ NE 10 Ave, 10th Ave. median and all entrances along 121 Street and at NE 107 Street at the railroad tracks** - Mr. Manners advised that the Village had been discussing the possibility of having the Landscape Architecture program at Florida International University work on the medians of the Village as a class project. The Board expressed displeasure with this idea because it would likely delay progress and because it believes that with the assistance of the Board, the right landscape architect could develop a better design that was sensitive to the needs of the Village. **The following motion was made and was passed unanimously: “The Parks and Parkways Board reiterates and supports the elements of the motion previously made on 5.28.2014 – (That the Village should engage the appropriate professionals to design and subsequently install signage and landscaping appropriate for two types of situations - medians and the side swales at entrance points; that the landscape design process should include development of a pallet of plant material suitable in use as a base for use throughout the**



Village within the medians; and that lighting should be taken into consideration.)

8. Discussion of path forward for design and construction of secondary entrance signage related to grant

funding – The contract for grant funding for Village signage had not yet been developed. See above for related discussion.

6. NEW BUSINESS

A. Barbra Kuhl Barbara asked that the trees of the Village be fertilized - Krishan expressed that this seemed feasible.

B. Lynn Fischer advised that she would contact Fairchild Garden regarding their “Million Orchid” program for possible implementation in Biscayne Park.

C. The Board discussed the issue of donations of plants and advised staff to be very selective when considering accepting any. Only the best plant materials that we have use for and which would not end up being more expensive than just buying the material from a reputable nursery, should be considered

NEXT MEETING DATE – October 29, 2014.

ADJOURNMENT – the meeting adjourned at approximately 8 PM.



Village of Biscayne Park Commission Agenda Report

Village Commission Meeting Date: November 6, 2014

Subject: Resolution 2014 – 57 The International Union of Painters and Allied Trades District Council #78 Local 1010 ALF-CIO Collective Bargaining Agreement

Prepared By: Heidi Shafran, AICP, Village Manager

Sponsored By: Staff

BACKGROUND

Some members of the Public Works Staff are members of the International Union of Painters and Allied Trades District Council #78 Local 1010 ALF-CIO Collective Bargaining Agreement. The most recent agreement expired September 30, 2013. The Villages wish to enter into an agreement that will cover the period from October 1, 2013 through September 30, 2016. The intent and purpose of this Agreement to set forth working conditions and economic relationships between the employees and the Village.

Despite the collective bargaining agreement not being in place, all employees under the agreement received their holiday bonus for the current fiscal year in January 2014. Also in January 2014, all collective bargaining agreement employees received a cost of living adjustment that was an increase of 1.1% retroactive to October 1, 2013. This increase was consistent with previous years and is now reflected in the proposed agreement.

The proposed agreement includes the following:

- A cost of living adjustment effective on October 1, 2013 of one point one percent (1.1%) and a five hundred dollar (\$500.00) bonus upon full execution of this Agreement. (Already issued in good faith.)
- A cost of living adjustment, effective October 1, 2014, based on the Urban Consumer Price Index as of July 1, 2014 and a five hundred dollar (\$500.00) bonus to be paid in December, 2014.
- A cost of living adjustment, effective October 1, 2015, based on the Urban Consumer Price Index as of July 1, 2014 and a five hundred dollar (\$500.00) bonus to be paid in December, 2015.

November 6, 2014

Commission Agenda Report

Resolution 2014-57 The International Union of Painters and Allied Trades Collective Bargaining Agreement

- Revised guidelines for wages, entry wages and changes to titles to reflect current organizational chart.
 - Laborer changed to “Maintenance Worker” and the minimum wage guidelines increased from \$15,080.00 - \$30,000.00 to \$17,680.00 - \$30,000.00
 - Maintenance Worker (former Laborer) Entry Position wages were changed from \$7.25 per hour or the legal minimum wage to “equal to or higher than the lowest current employee”.
- Language was added in Article 26 to reflect the Village’s Domestic Partnership ordinance.

FISCAL / BUDGET IMPACT

The proposed salary increases have been included in the FY 2014-15 proposed budget.

STAFF RECOMMENDATION

Staff recommends approval of Resolution 2014-57.

ATTACHMENTS

- Resolution No. 2014-57
- The International Union of Painters and Allied Trades Collective Bargaining Agreement (October 1, 2013 – September 30, 2016)

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3 **RESOLUTION NO. 2014-57**
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5 **RESOLUTION OF THE VILLAGE COMMISSION**
6 **OF THE VILLAGE OF BISCAYNE PARK**
7 **AUTHORIZING THE MAYOR TO EXECUTE THE**
8 **COLLECTIVE BARGAINING AGREEMENT**
9 **EFFECTIVE OCTOBER 1, 2013 THROUGH**
10 **SEPTEMBER 30, 2016, BETWEEN THE VILLAGE**
11 **AND THE INTERNATIONAL UNION OF PAINTERS**
12 **AND ALLIED TRADES; PROVIDING FOR AN**
13 **EFFECTIVE DATE**
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17 WHEREAS, the Public Works staff are part of the International Union of Painters and
18 Allied Trades, District Council #78, Local 1010 AFL-CIO; and,
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20 WHEREAS, the prior union contract ended as of September 30, 2013; and,
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22 WHEREAS, after successful negotiations by the Village Manager and Village
23 Attorney with the union representative and the members of the collective bargaining unit, a
24 new contract for a period of three years was agreed upon; and,
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26 WHEREAS, the parties desire to approve the draft union contract, which is attached
27 to this resolution.
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31 NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COMMISSION OF
32 THE VILLAGE OF BISCAYNE PARK, FLORIDA
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36 **Section 1.** The foregoing "Whereas" clauses are hereby ratified and confirmed as being
37 true and correct and hereby made a specific part of this Resolution upon adoption hereof.
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40 **Section 2.** The Village Commission of the Village of Biscayne Park hereby authorizes
41 the Mayor to executive the Collective Bargaining Agreement between the Village of
42 Biscayne Park and the International Union of Painters and Allied Trades. This agreement, in
43 substantial form, is attached and incorporated by reference into this resolution as exhibit 1.
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46 **Section 3.** This Resolution shall become effective upon adoption.
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48 PASSED AND ADOPTED this ____ day of _____, 2014
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**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 Ross: ____

Commissioner Anderson: ____

Commissioner Jonas: ____

Commissioner Watts: ____

COLLECTIVE BARGAINING AGREEMENT
VILLAGE OF BISCAYNE PARK, FLORIDA
AND
INTERNATIONAL UNION OF PAINTERS AND ALLIED TRADES
DISTRICT COUNCIL#78 LOCAL 1010 ALF-CIO
(NON-SUPERVISORY)
OCTOBER 1, 2013 THROUGH SEPTEMBER 30, 2016

PREAMBLE

This Agreement is entered into by the Village of Biscayne Park, Florida hereinafter referred to as the “Village”, and the International Union of Painters and Allied Trades District Council #78 Local 1010 AFL-CIO hereinafter referred to as the “Union”. It is the intent and purpose of this Agreement to assure sound and mutually beneficial working conditions and economic relationships between the parties; to provide an orderly, prompt, and peaceful means of resolving disputes involving the interpretation of this agreement; and set forth the full agreement between the parties regarding interpretation of this Agreement; and set forth the full agreement between the parties regarding wages, hours and other terms and conditions of employment.

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ARTICLE 1. **RECOGNITION, STRIKES AND LOCKOUTS,**

- A. The Village hereby recognizes the Union as the collective bargaining agent for all Public Works Employees as to wages, hours, and all other terms and conditions of employment, except as to supervisors.
- B. There will be no strikes, work stoppages, picketing, slowdowns, boycotts, or concerted failure or refusal to perform assigned work by the employees covered under this Agreement and there will be no lockout by the Village for the duration of this Agreement. The Union supports the Village fully in maintaining efficient operations.
- C. No employee shall refuse to report for duty or to perform his assigned duties because of any demonstration or pickets by any organizations. Any employee who violates this provision may be discharged.

ARTICLE 2. **MANAGEMENT RIGHTS**

- A. The Union recognizes that the Village possesses the sole right to operate and manage its Department and direct the work force, and the rights, powers, authority and discretion which the Village deems necessary to carry out its responsibilities and missions shall be limited only by specific and express terms of this Agreement.
- B. These rights and powers include, but are not limited to the authority to:
 - 1. Determine the mission and objectives of the departments;
 - 2. Determine the methods, means and numbers of personnel needed to carry out departmental responsibilities;
 - 3. Take such actions as may be necessary to carry out services during emergencies declared by the Village;
 - 4. Discipline or discharge employees for just cause;

5. Schedule operations and shifts;
6. Introduce new or improve methods, operations, or facilities;
7. Hire, promote, transfer or assign employees;
8. Relieve employees from duty for lack of work;
9. Schedule overtime work as required
10. To randomly drug/alcohol test no more than fifty percent (50%) of employees in any given year or drug and/or alcohol test any employee based on reasonable suspicion.

ARTICLE 3. **NON-DISCRIMINATION**

The Village agrees that it will not discriminate against any employee with respect to wages, hours or conditions of employment by reasons of the employee's Union membership or because of his/her participation in lawful Union activities.

ARTICLE 4. **SERVICE TO THE UNION/REPRESENTATIVES OF PARTIES/SHOP STEWARDS**

Services to the Union.

The Village agrees to provide one signed copy of the Collective Bargaining Agreement to the Union.

Representatives of Parties.

The Village agrees that during terms of this Agreement it will deal only with the authorized representatives as of the execution of this Agreement and replacement therefore during the term of this Agreement.

The Union likewise agrees that during the term of this agreement the Union and the employees covered hereunder shall deal only with the Village Manager in matters requiring mutual consent or other official action during the term of this

Agreement. This article will in no way circumvent the Employee's constitutional rights to free speech or an ability to interact with elected officials.

Shop Stewards.

A working steward shall be designated by the Union Business Manager, who will notify the Village of the appointment. The steward will be granted time off without loss of pay to attend any meetings which management calls to discuss any problems or issues, which may arise in the administration of this Agreement.

The steward will be notified as soon as practical of any action(s) concerning an employee and the administration of the Agreement.

The steward will present in writing any changes to safety regulations or any other non-negotiable regulations.

The steward shall be granted time off without loss of pay to attend negotiation sessions, mutually set, to negotiate this Agreement.

The steward shall have seniority pertaining to layoffs and recall only.

ARTICLE 5. **EMPLOYEES RIGHTS**

All reports and forms required by the Village shall be completed on paid time. Each employee shall have the right to inspect his/her permanent file(s). Such examination shall be done during normal business hours pursuant to an appointment made for such purposes, provided that the appropriate representative of his/her choice, and a representative of the Village shall also be present during such review. The employee shall not remove any item from his/her file, but shall be allowed copies of such at cost. When any complaint, reprimand, or other such evaluative material is added, deleted, or changed in an employee's permanent

file(s), a copy of the same shall be made available to the employee, who shall acknowledge receipt of same. If an employee is required to sign any such material within his/her file, such signature shall designate receipt only and not agreement.

All employees shall have the right to comment, responsively, without censorship, on all such evaluative material and said comments shall be included in their official records. Any such response must be submitted in writing. Such response shall be attached to a file copy of such evaluative material to which the response is directed. Material shall be released outside of the Village as required by law and if the interest of the Village and/or the employee clearly require. If released, the employee shall be advised of the same to the extent permitted by law.

Employees who are required to utilize a time clock shall clock in by their scheduled time.

ARTICLE 6. **UNIFORMS.**

The Village will provide uniforms, laundry or stipend for laundry. An employee not wearing his/her uniform may be sent home, without pay. Employees will return all uniforms, ID cards, and keys for identification obliteration if purchased or return if rented, prior to receiving their final paycheck.

The Village requires employees to wear safe work-type boots/shoes. The Village will reimburse employees up to \$100.00 per year toward new work-type boots/shoes. An employee not wearing appropriate shoes may be sent home, without pay.

ARTICLE 7. RATE OF PAY

The rate of pay for the term of this agreement shall be as those set forth therein.

The parties agree that the Village shall grant all members of the bargaining unit the following;

- A. A cost of living adjustment effective on October 1, 2013 of one point one percent (1.1%) and a five hundred dollar (\$500.00) bonus upon full execution of this Agreement.¹
- B. A cost of living adjustment, effective October 1, 2014, based on the Urban Consumer Price Index of 2.4% as of July 1, 2014 and a five hundred dollar (\$500.00) bonus to be paid in December, 2014.
- C. A cost of living adjustment, effective October 1, 2015, based on the Urban Consumer Price Index as of July 1, 2015 and a five hundred dollar (\$500.00) bonus to be paid in December, 2015.
- D. In the event the Village provides across-the-board wage increase to its non-bargaining unit employees, the employees covered by this Agreement will receive the equivalent percentage wage increase. In making the determination of what is equivalent, the current employee increase will be subtracted from the total. For example, if the Public Works employees were to receive a one percent (1%) increase for the year and the non-bargaining unit employees were to receive a two percent (2%) increase, an additional one percent (1%) (not 2%) would be provided to each Public Works employee in the IUPAT (Blue Collar) bargaining unit.

It is understood and agreed to by both parties that the positions of Village Manager and Police Chief are exempt from the "Pay Equity" clause above.

¹ Village and Union both agree and confirm that the cost of living adjustment and bonus have been paid.

E. When an employee is requested to fill the Supervisor's position during the supervisor's absence, that employee shall be granted an additional five percent (5%) pay increase FOR THE HOURS FULFILLING THE SUPERVISORY POSITION ONLY. It is understood that the employee will be functioning above their regular classification while acting as supervisor.

F. Guidelines for positions' wages:

~~Labor~~ \$15,080.00 to \$30,000.00

~~Labor/Driver~~ Maintenance Worker - \$17,680.00 to \$30,000.00

Laborers' Entry Position- equal to or higher than the lowest current laborer employee.

~~Drivers' Entry Position- equal to or higher than the lowest current driver employee.~~

ARTICLE 8. VACATION.

On October 1 of each year a vacation list will be posted on the bulletin board for each employee to sign for their vacation dates. Vacation week preference shall be made based upon the seniority of the respective employee.

Employees shall be entitled to vacation time during which they shall be paid their regular straight time hourly rate times the number of hours on their normal work week. Vacation earned in a given payroll period shall be taken only during a payroll period following a payroll period in which such vacation was earned.

Employees shall be entitled to vacation time according to the following schedule:

A. Five (5) days (forty (40) hours) upon the successful completion of the probationary period.

B. An employee with two (2) to five (5) years of continuous service shall be entitled to ten (10) days (eighty (80) hours) vacation with pay each year.

C. An employee with six (6) to ten (10) years of continuous service shall be entitled to twelve (12) days (ninety six (96) hours) paid vacation.

D. An employee with eleven (11) to nineteen (19) years of continuous services shall be entitled to fifteen (15) days (one hundred twenty (120) hours) paid vacation.

E. An employee with twenty (20) or more years of continuous service shall be entitled to twenty (20) days (one hundred sixty (160) hours).

F. For the purpose of determining years of continuous service, the anniversary date of regular employment shall be used to compute full years of service.

G. Employees must take vacation leave in the year it is granted.

Continuous service shall not be deemed interrupted by granting of leave with or without pay or layoff of not more than twelve (12) months, but the period of time on leave without pay or layoff shall not be counted in computing the amount of service which makes an employee eligible for vacation time. Continuous service shall be deemed terminated by discharge, resignation, or layoff in excess of twelve (12) successive months. Continuous service shall not include employment as a substitute or temporary employee.

Upon termination an employee shall be entitled to receive all unused vacation pay accumulated as of the date of termination.

An employee may request his/her vacation check in advance of any scheduled annual leave by submitting a request to the Village Payroll Office not less than one (1) week prior to leaving on annual leave. Such pay will be delivered to the employee prior to the leave.

ARTICLE 9. **LEAVE WITH PAY.**

Medical Leave.

A. Employees shall earn paid sick leave at the following rate:

1. Five (5) days upon the completion of one (1) year of continuous service.
2. After two (2) years of continuous service ten (10) days each year.

B. Sick leave may be used for personal illness or physical incapacity to such an extent as to be rendered thereby unable to perform the duties of the present position. The Village has the right to require a physician's certificate.

Enforced quarantine established by the Department of Health or other competent authority for the period or such quarantine.

In the event of serious illness of the employee's spouse, minor child or parent regularly residing in the employee's residence the employee may utilize a maximum of five (5) days of sick leave accrued during the leave year for the purpose of caring for that seriously ill spouse, minor child or parent. The Village has the right to require a physician's certificate.

No employee covered by this Agreement shall accept outside employment of any kind or nature whatsoever nor engage in any form of self-employment while on sick leave.

C. Where a verified illness of three (3) days or more occurs during a vacation, an employee may charge this time to sick leave and such time charged to sick leave shall not be charged against the employee's accrued vacation.

D. Unused sick leave shall be accumulated up to sixty (60) days for emergency paid sick leave, upon termination for any reason except retirement all sick leave shall be forfeited.

E. After an employee has banked sixty (60) days, one-half (1/2) of the unused sick leave during the year shall be added to the employee's vacation the following year, and used in said year. Banked sick leave shall not exceed a maximum of sixty (60) days.

F. Sick leave may be used for personal illness or physical incapacity that renders the employee unable to perform the duties of his position. It shall not be used if loss of work is due to outside employment, intoxication or the use of controlled substance as defined in Florida Statutes.

The Village may require a doctor's certificate in case of use of sick leave when the absence exceeds two consecutive days or three (3) days in the same week.

G. Upon retirement an Employee will receive one-half (1/2) all of their earned unused sick leave up to a maximum of thirty (30) days. This is to be paid at the employees' current rate of pay.

ARTICLE 10. **BENEFITS**

The Village agrees to provide health, life, worker's compensation and hospitalization insurance for all employees for the life of contract.

If the employer requires an employee to receive specific training, the Village agrees to reimburse employees with more than eighteen (18) months of continuous service for 75%

of the cost of job-related education. Reimbursement shall be made, within ninety (90) days, to the employee upon the successful completion of the job-related education. The employee must stay with the Village as a full time employee for six (6) months after the successful completion of the job related education or reimburse the Village upon earlier separation. The completion of the job-related education will not necessarily result in a change of employee title and/or pay grade.

ARTICLE 11. **HOURS OF WORK AND OVERTIME**

The normal “work week” shall be forty (40) hours per week, as determined by the Director of Public Works or designee. Full time employees shall be guaranteed a forty (40) hour work week. In the event of conditions which may prohibit an employee from performing his/her normal tasks, the Village may assign him/her to other tasks for the period of down time.

Determination of a starting time of daily and weekly work schedules shall be posted on the bulletin board.

Every employee shall be given rest breaks not to exceed thirty (30) minutes daily: where possible the rest breaks will be divided equally one in morning and one in afternoon. However, breaks will be determined by the immediate supervisor to best utilize the employees assigned to him/her. Rest period to be taken at job site. Such rest periods shall be paid for at the employee’s regular rate and shall not result in lengthening his/her regular day. Every employee will receive a thirty (30) minute meal break per day.

Overtime will be governed by the following:

- A. Any time worked in excess of forty (40) hours in any one (1) work week shall be considered overtime.

Employees will be required to use all safety equipment designated and furnished by the Village and will conform to safety regulations presented from time to time by the employer. In case any circumstances or equipment is considered unsafe, management will be notified. No employee shall be dismissed or otherwise disciplined for his/her refusal to work with unsafe tools, materials, equipment, or under unsafe working conditions provided it is established that situations and conditions are as claimed.

The Village will provide a clean and well-ventilated and lighted work place for the employees to work in. The Village will comply with all Federal, State, and Local Laws regarding the safety and working conditions including trucks and equipment. Where unsafe and sub-standard conditions exist, the Village will correct them to the best of their ability.

ARTICLE 14. DISTRICT COUNCIL #78 FINISHING TRADES INSTITUTE

~~The District Council #78's FINISHING TRADES INSTITUTE is hereby established for the sole purpose of safety training and educating employees, the fund shall be governed and controlled by the Board of Trustees of District Council #78's FINISHING TRADES INSTITUTE. Terms of training shall be described in the Standards of the Training Committee(s).~~

~~1. The Employer hereby irrevocably designates as its representatives on the Board of Trustees of the International Fund (IUPAT FTI) such Trustees as are now serving, or who will in the future serve as Employer Trustees together with their successors, as provided for in the aforesaid Trust Indenture.~~

~~(a) The Union hereby irrevocably designates as its representatives on the Board of Trustees of the International Fund (IUPAT FTI) such Trustees as are now serving, or who will in the future serve, as Labor Trustees, together with their successors, as provided for in the aforesaid Trust Indenture.~~

~~(b) The parties hereto further agree to be bound by all actions taken by the Trustees of the International Fund (IUPAT FTI) pursuant to the said Agreement and Declaration of Trust.~~

~~(c) The above remains effective providing that the Employer continues to be willing to contribute into this training program as provided for in future contracts. The Employer may only discontinue contributions to the Training Fund with a one hundred twenty (120) day notice to the Union and the Finishing Trades Institute via certified mail of the intent to do so.~~

~~2. All contributions shall be made at such time and in such manner as the Trustees require, and the Trustees shall have the authority to have a Certified Public Accountant audit the payroll and wage records of the Employer for the purpose of determining the accuracy of contributions to the FINISHING TRADES INSTITUTE Fund.~~

~~3. The Village hereby agrees to contribute three (3) cents per hour worked by the employees and remit same to the District Council (along with and in accordance with the "dues check-off" as in Article 18 A & B).~~

ARTICLE 14 IN-SERVICE TRAINING

All employees required by the Village to participate in any training and/or health and safety program shall be compensated at their regular rate or pay for the length of the program(s). Employees absent from the program(s) shall not be compensated for those

hours unless assigned elsewhere by their immediate supervisor. All employees required to possess a Commercial Drivers License (CDL) shall be reimbursed for the annual cost of renewal. The employee shall be required to provide the Village Public Works Director a dated receipt for said CDL for reimbursement. All employees required to possess a Commercial Drivers License (CDL) with an "S" endorsement and drive the school bus shall receive a premium of twenty five cents (\$0.25) per hour for every hour of operation of the school bus.

ARTICLE 15. GRIEVANCE AND ARBITRATION PROCEDURE.

In a mutual effort to promote harmonious working relations between the parties to this Agreement, it is agreed to and understood by both parties that there shall be a procedure for the resolution of grievances or misunderstanding between the parties arising from the application and interpretation of this Agreement. This is the only Grievance procedure that can be utilized by an employee covered by this contract.

A grievance shall be defined as any dispute concerning the interpretation or application of this Agreement. The parties agree that employees are obligated to work while grievances are pending. Nothing in this Article shall be construed to prevent any employees from presenting his own grievance; up to, but not including a request for arbitration; however, the Union shall be given reasonable opportunity to be present at any meeting called for the resolution of grievances.

PROCEDURE:

Step 1. Any employee claiming a breach of any provision of this contract may refer the matter, personally and with or without the Union, in writing to the Public Works Director. The written grievance shall state the nature of the grievance. The section or the

contract violated and the remedy requested. The grievance shall be presented within ten (10) calendar days of knowledge of the occurrence.

If the event (s) giving rise to the grievance occurred at a time when the employee was on annual leave, sick leave, or other authorized leave, the ten (10) day period shall commence running immediately upon the employee's return from such authorized leave. The Union Representative may be present to represent the employee.

The Public Works Director or his designee shall respond to the grievance in writing within ten (10) days, with a copy to the Union.

STEP 2. If after ten (10) days from the date of submission to the Public Works Director or from the date of his reply, the grievance still remains unadjusted, the person presenting the grievance shall have ten (10) days to present personally or with the Union the grievance in writing to the Village Manager.

STEP 3. The Village Manager shall have fourteen (14) days in which to reply. If he does not respond within such time period or from the date of their response, the Union will have fourteen (14) days to serve notice of its intention to arbitrate the grievance for said employee. Such notice shall be in writing.

ARBITRATION PROCEDURE:

After the notice to arbitrate has been submitted, the parties and/or their representative shall attempt to jointly select a local arbitrator. If they are unable to agree on a local arbitrator, they shall jointly request a list of arbitrators through the American Arbitration Association.

The parties shall select an arbitrator from the list by such method as they may jointly elect; or, if they are unable to agree on such method, then by the method of alternative

striking of names under which the grievant shall strike the first name objectionable to him/her and the Village shall strike a name objectionable to it. The arbitrator's decision shall be final and binding and shall be made in writing, but he shall have no power to alter, modify, amend, or add to or detract from the terms of the Contract.

The Village and the Union shall divide equally the compensation of the arbitrator and the cost of a hearing room. Parties desiring a transcript of the hearing shall bear the cost of such transcript. Any employee called as witness who are off-duty shall be compensated as if on-duty.

TIME LIMITS:

Any grievance not answered by management in the time limits provided above automatically advances to the next higher step of the Grievance Procedure. Any grievance not pursued by the employee within the time limits above will be considered abandoned.

ARTICLE 16.

HOLIDAYS.

A. The Village will recognize the following as paid holidays for full-time employees:

New Year's Day

Memorial Day

Washington's Birthday

Labor Day

Independence Day

Thanksgiving Day

Day After Thanksgiving Day

Veteran's Day

Columbus Day

Christmas Day

Employee's Birthday

Three (3) Two (2) Floating Holidays

Martin Luther King's Birthday

- B. Floating holidays and employee's birthdays will not be compensated if not taken, unless non-observance within the fiscal year is due to operational necessity. Floating holidays off must be approved in advance by Public Works Director. Employee shall only be eligible to take floating holidays or birthday only after one (1) year.
- C. When a holiday falls on Saturday it will be observed the proceeding Friday, and when the holiday falls on Sunday, it will be observed on the following Monday.
- D. Employee must work day before and day after a holiday in order to get paid holiday pay. When holidays fall on vacation, a vacation day will not be counted.

ARTICLE 17. **DUES DEDUCTION**

- A. Upon receipt of a voluntary written individual notice from any of its employees on a form provided by the Union, the Village will deduct from the pay due such employee those dues and assessments to be designated by the employee. The amounts will be payable to the Union on the tenth (10th) day of each month.
- B. The Union agrees to indemnify and hold the Village harmless against any and all claims, suits, orders and judgments brought and issued against the Village as a result of any action or not taken by the Village under the provision of this article.

ARTICLE 18. **SENIORITY**

Seniority, when applicable, shall be defined as the continuous length of the employment of the employee with the Employer from date achieved he/she permanent status.

All promotions and permanent transfers shall be made on the basis or seniority, but the qualifications of fitness and ability of an employee to do the work shall govern. The

Employer shall notify the steward of disqualification of a senior employee through operation of this article.

The Village agrees that it will supply the Union names of the permanent employees covered by the Agreement, together with their hiring date at the end of each pay period in which the new employee becomes permanent. The Village will keep a seniority list currently up-to-date and will furnish a copy of the current list to the Union at the end of each three (3) month period, if requested.

Temporary employees designated as such at time of hire, hired for up to one hundred eighty (180) calendar days will not accrue seniority. If employed more than one hundred eighty (180) calendar days, he/she will be designated a permanent employee, commencing with the one hundred eight-first (181) day of employment.

A new hire will be on probation status for one hundred eighty (180) calendar days. During such one hundred eighty (180) day period, the Village may terminate the said employee for any reasons it sees fit. Upon completion of the probationary period, the employee will become a permanent employee entitled to full benefits under the Agreement.

An employee disqualified during a probationary period will not have access to the grievance procedure.

ARTICLE 19 **MILITARY LEAVE**

Military Leave for Training. Annual military leave due to the request of the armed forces to fulfill regular military duties, field training, and/or emergency military obligations, and not exceeding seventeen (17) working days in one (1) calendar year shall be provided to members. All employee benefits, including pay, shall continue at the same rate during

annual military leave. Upon return from annual military leave, the members shall return to the same position held prior to taking leave. Any member with temporary status shall be allowed to return to the position held prior to military leave provided the position has not been eliminated during the leave.

Military Leave for Active Duty. Members in the Armed Forces Reserve or the National Guard having been called to active duty, shall be granted leave of absence from their respective duties to perform active military service with the first thirty (30) days of any such leave of absence to be with full pay.

Military Leave Without Pay. A military leave of absence without pay shall be granted according to State and Federal law and regulation. Members shall be entitled to retain and accrue benefits tied to seniority. Upon reinstatement as provided by law, the member shall be credited with all unused sick and annual leave available at the beginning of the leave.

ARTICLE 20 **LAYOFF**

When and if the Village decides to reduce the number of employees within a given classification in any department, employees shall be laid off in the following order:

- A. Temporary or Part-time employees
- B. Probationary employees.
- C. Permanent employees.

Permanent employees within a classification will be laid off in a department in the inverse order of their seniority if they have equal skill, ability and performance evaluations. If an employee is promoted to another classification and fails to perform satisfactorily, and management decides to demote said employee, the employee shall have the right to return to their previous position.

ARTICLE 21 PROMOTIONS.

All promotions and vacancies, within the bargaining unit for regular employment, will be posted by the Village on a bulletin board. Notice shall include the job classification, rate of pay, work locations, and the nature of the job requirements. Such posting shall be for a period of not less than ten (10) days exclusive or Saturday, Sunday and observed legal holidays. A copy of the notice shall also be sent to the business manager or the Union or designee.

ARTICLE 22 TERMINATION OF EMPLOYMENT.

An employee who has completed one hundred eighty (180) calendar days of continuous service shall not thereafter be discharged except for just cause. Employees on a paid leave of absence shall be deemed to be in continuous service. Employees who have not completed such period of employment may be discharged without recourse and shall not be subject to the grievance procedure herein nor otherwise challengeable under any other provision of this agreement.

It is agreed that an employee whom the Village determines to have committed any of the acts listed below shall be cause for immediate termination. This paragraph shall not be construed so as to require the Village to terminate an employee when it is determined by the Village that other disciplinary action may be more appropriate.

Selling, using, being under the influence of or in possession of controlled substances, intoxicants, drugs, or hallucinatory agents during working hours or reporting for work in such conditions. Defacing , destroying, or otherwise doing harm to Village property. Provided that the terms defacing, destroying, and/or harming as used herein shall not be

construed to mean actions of an employee which are considered part of his/her normal work responsibilities nor any damages resulting therefore.

Stealing, dishonesty/fraud, misconduct, workplace violence, willful neglect towards safety, insubordination or willful neglect of duty.

Corrective measures:

Employees who are terminated for reasons other than the types of reason described above shall be provided with the sequence of corrective measures as provided with the sequence of corrective measures as provided below:

- A. First Offense-oral warning-no less than one (1) oral warning shall be required provided that additional oral warnings may be used at the Village's discretion.
- B. Second Offense-written warning and/or written reprimand if within twelve (12) working months of first offense.
- C. Third Offense-suspension by the Public Works Director without pay for no more than five (5) days. Leave time may not be substituted for suspension_time.
- D. Fourth Offense-termination.

Correction measures taken under (A) through (D) above shall be taken for sufficient reason(s) and just cause. In the event an employee is not terminated within one hundred eighty (180) days after either (A), (B), and/or (C) above, a notice will be placed in the employee's file stating that termination was not necessary for the infraction giving rise to the actions of (A), (B), and/or (C).

ARTICLE 23 **LEAVES OF ABSENCE**

Leaves of absence without pay for a period of time not to exceed thirty (30) days may be granted for any reasonable purpose by the Village Manager. Such leaves may be renewed or extended only upon request to the Village Manager.

ARTICLE 24 **JURY DUTY**

If an employee is called to jury duty, except for any action in which he/she is a party, the employee shall receive his/her regular salary calculated at the employee's straight time. Employee shall provide written notice from Court Clerk upon his return as to his/her attendance.

ARTICLE 25 **DOMESTIC PARTNERSHIPS**

The Village recognizes domestic partnerships and agrees to provide employment benefits for those in a domestic partnership consistent with Chapter 2 of the Village of Biscayne Park Code.

ARTICLE 26 **GENERAL SAVINGS CLAUSE**

If any Article of this Agreement should be held invalid by operation of law or by any court of competent jurisdiction or if compliance with or enforcement of any Article should be restrained by such Article to persons or circumstances other than those to which it has been invalid or as to which compliance with or enforcement of has been restrained, shall not be effected hereby. In the event that any Article is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations, upon the request of either party, for the purpose or arriving at a mutually satisfactory replacement for such Article during the period of invalidity or restraint. If the parties do

not agree on a mutually satisfactory replacement within (6) days after beginning of the period invalidity or restraining, either party shall be permitted all legal recourse in support of its demands notwithstanding any provision in this Agreement to the contrary.

ARTICLE 27.

REOPENER.

This Agreement shall be in effect from October 1, 2016 through September 30, 2019.

The Village, ~~at its sole discretion~~ and the Union, by mutual agreement, may reopen this Agreement for the purpose or re-negotiating and modification of salaries and all benefits therein, therein when a new Federal or State Legislation, regulation or constitutional amendments create an economic hardship on the Village in implementing the terms of this Agreement. In such case, the parties, by mutual agreement at the Village's request, shall promptly meet to negotiate such new provisions as would alleviate the hardship upon the Village.

Entered into by the parties on this _____ day of _____, 20__

Village of Biscayne Park

Mayor

Village Clerk

John J. Hearn, Village Attorney

IUPAT DC 78 BMST

Debra Greco – Business Representative



Village of Biscayne Park Commission Agenda Report

Village Commission Meeting Date: November 6, 2014

Subject: Resolution 2014-73 Sale of
Surplus Vehicles

Prepared By: Maria C. Camara

Sponsored By: Staff

Background

With the outsourcing of the collection of solid waste effective October 1, 2014, the following vehicles are no longer necessary:

- 2000 Ford Sterling Packer, VIN No. 2FZAATBV81AJ24117
- 2003 Kawasaki Mule 550, VIN No. JK1AFBC111B530500
- 2003 John Deer Tractor 755, VIN No. LV0755E200078
- 2004 International 4300/DT466 Packer, VIN No. 1HTMMAAM94H611975
- 2005 John Deere Tractor Lawn L120, VIN No. JK1AFBC111B530500
- 2007 International 4300/DT466 Packer, VIN No. 1HTMMAAN77H414638

These vehicles are now considered surplus and will be sold through GovDeals.

Fiscal / Budget Impact

Revenues from the anticipated sale of the surplus vehicles.

November 6, 2014

Commission Agenda Report

Resolution 2014-73

Recommendation

Approval of Resolution 2014-73

Attachments

- Resolution 2014-73

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3 **RESOLUTION NO. 2014-73**
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5 **A RESOLUTION OF THE VILLAGE**
6 **COMMISSION OF THE VILLAGE OF**
7 **BISCAYNE PARK, FLORIDA DECLARING**
8 **VILLAGE VEHICLES AS SURPLUS**
9 **PROPERTY AND GRANTING THE VILLAGE**
10 **MANAGER AUTHORIZATION TO SELL**
11 **SAID SURPLUS THROUGH GOV DEALS;**
12 **PROVIDING FOR AN EFFECTIVE DATE**
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16 WHEREAS, the Village of Biscayne Park owns multiple vehicles that have been
17 utilized for several years in the operation of solid waste collection; and,
18

19 WHEREAS, with the outsourcing of the collection of solid waste effective October 1,
20 2014, Village Administration has determined that these vehicles are no longer necessary; and,
21

22 WHEREAS, these vehicles are now considered surplus and will be sold through
23 GovDeals, a service provider to various government agencies and municipalities to sell surplus
24 items via the Internet; a standard practice for municipalities throughout the country.
25

26
27 NOW THEREFORE BE IT RESOLVED BY THE VILLAGE COMMISSION OF THE
28 VILLAGE OF BISCAYNE PARK, FLORIDA:
29

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

33 **Section 2.** The following vehicles are hereby declared surplus property of the
34 Village:
35

36 **2000 Ford Sterling Packer, VIN No. 2FZAATBV81AJ24117**
37 **2003 Kawasaki Mule 550, VIN No. JK1AFBC111B530500**
38 **2003 John Deer Tractor 755, VIN No. LV0755E200078**
39 **2004 International 4300/DT466 Packer, VIN No. 1HTMMAAM94H611975**
40 **2005 John Deere Tractor Lawn L120, VIN No. JK1AFBC111B530500**
41 **2007 International 4300/DT466 Packer, VIN No. 1HTMMAAN77H414638**
42

43
44 **Section 3.** The Village Manager is authorized to sell the vehicle through GovDeals,
45 proceeds to be put into the General Fund.
46

47 **Section 4.** This Resolution shall become effective upon adoption.
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PASSED AND ADOPTED this ____ day of _____, 2014.

**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 Ross: ____
Commissioner Anderson: ____
Commissioner Jonas: ____
Commissioner Watts: ____



Village of Biscayne Park Commission Agenda Report

Village Commission Meeting Date: November 6, 2014

Subject: Resolution 2014-74
CDBG Grant

Prepared By: Maria C. Camara

Sponsored By: Staff

Background:

Earlier this year, Miami-Dade County Commissioner Sally Heyman, on behalf of the Village of Biscayne Park, applied for an award of CDBG (Community Development Block Grant) funding, which was then approved by the Board of Commissioners on July 15, 2014. The amount awarded is \$50,000 and will be utilized for a community signage project. This Resolution will provide the approval from the Village Commission to execute the contract between Miami-Dade County and the Village of Biscayne Park.

Fiscal/Budget Impact: None.

Staff Recommendation: Approval of Resolution 2014-74.

Attachments:

- Resolution 2014-74
- Commission District Fund Allocation from Commissioner Sally Heyman

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3 **RESOLUTION NO. 2014-74**
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5 **A RESOLUTION OF THE VILLAGE COMMISSION OF**
6 **THE VILLAGE OF BISCAYNE PARK AUTHORIZING**
7 **THE PROPER OFFICERS AND OFFICIALS OF THE**
8 **VILLAGE TO EXECUTE A COMMUNITY**
9 **DEVELOPMENT BLOCK GRANT (“CDBG”)**
10 **CONTRACT BETWEEN THE VILLAGE AND MIAMI-**
11 **DADE COUNTY WHICH PROVIDES FOR \$50,000 IN**
12 **GRANT FUNDS FOR COMMUNITY SIGNAGE**
13 **AUTHORIZING AND APPROVING THE VILLAGE’S**
14 **ACCEPTANCE OF THE MIAMI-DADE COUNTY CDBG**
15 **GRANT FUNDING OF \$50,000; PROVIDING FOR AN**
16 **EFFECTIVE DATE**
17

18 WHEREAS, Miami-Dade County Commissioner Sally Heyman, on behalf of the Village
19 of Biscayne Park, previously applied with Miami-Dade County for an award of “CDBG” funds
20 for community signage; and,
21

22 WHEREAS through the efforts of Miami-Dade County Commissioner Rebeca Sosa, the
23 Village was awarded \$50,000 in grant funds by Board of County Commissioner’s Resolution
24 No. R-685-14 on July 15, 2014; and,
25

26 WHEREAS, grant funding of \$50,000 has been authorized by Miami-Dade County and
27 made available to the Village upon execution of a grant contract for the funding which further
28 specifies a maximum grant amount of \$50,000 to the Village; and,
29

30 WHEREAS, the aforesaid \$50,000 in grant funds are needed for the community signage
31 project; and
32

33 WHEREAS, the Village Commission of the Village of Biscayne Park has determined that
34 it is in the best interests of the Village and its citizens to accept the “CDBG” funding previously
35 described herein.
36

37 NOW THEREFORE BE IT RESOLVED BY THE VILLAGE COMMISSION OF THE
38 VILLAGE OF BISCAYNE PARK, FLORIDA:
39

40 **Section 1.** The foregoing "Whereas" clauses are hereby ratified and confirmed as
41 being true and correct and hereby incorporated by reference into this Resolution.
42

43 **Section 2.** That the Village Commission of the Village of Biscayne Park hereby
44 authorizes the proper officers and officials of the Village to execute the Community
45 Development Block Grant (“CDBG”) Contract between the Village of Biscayne Park and
46 Miami-Dade County which provides \$50,000 in grant funds for the community signage project.
47

48 **Section 3.** That the Village Commission of the Village of Biscayne Park approves
49 and authorizes the Village’s acceptance of the Miami-Dade County “CDBG” funding of \$50,000
50 for the community signage project.

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Section 4. This Resolution shall become effective upon adoption.

PASSED AND ADOPTED this ____ day of _____, 2014

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

David Coviello, Mayor

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

Attest:

Maria Camara, Village Clerk

Approved as to form:

John J. Hearn, Village Attorney



Public Housing and Community Development

COMMISSION DISTRICT FUND ALLOCATION

COMMISSION DISTRICT FUNDING RECOMMENDATION

AGENCY NAME: Village of Biscayne Park [PLEASE PRINT] FUNDING AMOUNT: \$ 50,000

ACTIVITY NAME: Community signage project FUNDING YEAR: 2014

CDBG CATEGORY: PUBLIC SERVICE* _____

ECONOMIC DEVELOPMENT _____

PUBLIC FACILITIES & CAPITAL IMPROVEMENTS X

HOUSING _____

HISTORIC PRESERVATION _____

DISTRICT INFORMATION

COMMISSIONER: Sally Heyman [PLEASE PRINT] COMMISSION DISTRICT: 4

CONTACT PERSON: Bonnie Michaels [DISTRICT STAFF] NAME/TITLE PHONE NUMBER: 305-375-5128

E-MAIL ADDRESS: Bmmtem@miamidade.gov FAX NUMBER: 305-372-6179

SUBMITTED BY: Bonnie Michaels [DISTRICT STAFF] NAME/TITLE DATE: 5-6-14

COMMISSIONER SIGNATURE: [Signature] DATE: 5-6-14 (OR DESIGNEE)

AUTHORIZATION / CANCELLATION (FOR PHCD ONLY)

ATTACHED IS THE CONTRACT BETWEEN THE COUNTY AND THE AGENCY AS RECOMMENDED. NEW PROJECT: YES NO EXISTING PROJECT: YES NO N/A CONTRACT START DATE: CONTRACT END DATE:

THE AGENCY WAS NOT ABLE TO ENTER INTO A CONTRACT FOR THE FOLLOWING REASON(S):



Village of Biscayne Park Commission Agenda Report

Village Commission Meeting Date: November 6, 2014

Subject: Resolutions 2014 – 75, 2014 – 76 and 2014 – 77, Authorizing Professional Services Agreements for plan review and inspection services between the Village of Biscayne Park and Salvatore Annese, James Leverock, and CAP Government, Inc.

Prepared By: Heidi Shafran, AICP, Village Manager

Sponsored By: Staff

BACKGROUND

The Village of Biscayne Park audit for the fiscal year ending September 30, 2013, as well as the fiscal year ending September 30, 2012, included a “finding” that the Village lacks formal written contracts with the subcontractors performing building permit plan review and inspection.

The Village Manager presented the attached Professional Service Agreement to all current building plans reviewers and inspectors. Two individuals, Building Official Salvatore Annese and Plumbing Plans Reviewer and Inspector James Leverock, have chosen to enter into the Professional Service Agreement (Resolutions 2014-75 and 2014-76 respectively). Mr. Annese has provided services to the Village for the past fifteen years and Mr. Leverock has provided services to the Village for ten years. CAP Government, Inc. has been retained for providing all other building plans review and inspection services (Resolution 2014-77). CAP Government is a private firm that provides building department support to many municipalities in South Florida. Additionally, the Village engaged with CAP Government previously for Code Compliance Services.

FISCAL / BUDGET IMPACT

All three professional services agreement being presented include a revenue sharing model of 65% for the contractor and 35% for the Village. Previously, Mr. Annese received 50% of revenue and Mr. Leverock received 75% of revenue. The revenue sharing model is for permit fees collected by the Village only and these permit fees are based on the Fee Schedule approved by the Village Commission.

STAFF RECOMMENDATION

Staff recommends approval of Resolutions 2014-75, 2014-76 and 2014-77 and the associated Professional Services Agreements.

ATTACHMENTS

- Resolutions No. 2014-75, 2014-76 and 2014-77
- Professional Services Agreements
- Proof of State of Florida Professional Licenses

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3 **RESOLUTION NO. 2014-75**
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5 **A RESOLUTION OF THE VILLAGE**
6 **COMMISSION OF THE VILLAGE OF BISCAYNE**
7 **PARK, FLORIDA, AUTHORIZING THE MAYOR**
8 **TO EXECUTE THE PROFESSIONAL SERVICES**
9 **AGREEMENT BETWEEN SALVATORE ANNESE**
10 **AND THE VILLAGE OF BISCAYNE PARK FOR**
11 **THE PROVISION OF BUILDING PLAN REVIEW**
12 **AND INSPECTION SERVICES; PROVIDING FOR**
13 **AN EFFECTIVE DATE**
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17 WHEREAS audits for the fiscal year ending September 30, 2012, and September 30,
18 2013, included a finding that the Village of Biscayne Park lacked formal written contracts
19 with the subcontractors performing building permit plan review and inspections; and,
20

21 WHEREAS, Professional Service Agreements were provided to all current building
22 plan reviewers and inspectors which included a revenue sharing model of 65% for the
23 contractor and 35% for the Village; and,
24

25 WHEREAS, Building Official Salvatore Annese has accepted the terms of the
26 agreement and chooses to enter into the Professional Services Agreement with the Village
27 of Biscayne Park; and,
28

29 WHEREAS, the Village Commission of the Village of Biscayne Park finds it to be
30 in the best interests of the residents of the Village to enter into an agreement with Salvatore
31 Annese to provide building plan review and inspection services.
32

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34
35 NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COMMISSION OF
36 THE VILLAGE OF BISCAYNE PARK, FLORIDA
37

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39
40 **Section 1.** The foregoing "WHEREAS" clauses are true and correct and hereby
41 ratified and confirmed by the Village Commission.
42

43 **Section 2.** The Mayor is authorized to execute the Professional Services
44 Agreement between Salvatore Annese and the Village of Biscayne Park. The agreement, in
45 substantial form, is attached and incorporated by reference into this resolution as exhibit 1.
46

47 **Section 3.** This Resolution shall become effective upon adoption.
48

49 PASSED AND ADOPTED this _____ day of _____, 2014.
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The foregoing resolution upon being
put to a vote, the vote was as follows:

David Coviello, Mayor

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

Maria C. Camara, Village Clerk

Approved as to form:

John J. Hearn, Village Attorney

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3 **RESOLUTION NO. 2014-76**
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5 **A RESOLUTION OF THE VILLAGE**
6 **COMMISSION OF THE VILLAGE OF BISCAYNE**
7 **PARK, FLORIDA, AUTHORIZING THE MAYOR**
8 **TO EXECUTE THE PROFESSIONAL SERVICES**
9 **AGREEMENT BETWEEN JAMES LEVEROCK**
10 **AND THE VILLAGE OF BISCAYNE PARK FOR**
11 **THE PROVISION OF BUILDING PLAN REVIEW**
12 **AND INSPECTION SERVICES; PROVIDING FOR**
13 **AN EFFECTIVE DATE**
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17 WHEREAS audits for the fiscal year ending September 30, 2012, and September 30,
18 2013, included a finding that the Village of Biscayne Park lacked formal written contracts
19 with the subcontractors performing building permit plan review and inspections; and,
20

21 WHEREAS, Professional Service Agreements were provided to all current building
22 plan reviewers and inspectors which included a revenue sharing model of 65% for the
23 contractor and 35% for the Village; and,
24

25 WHEREAS, Plumbing plans reviewer and inspector James Leverock has accepted
26 the terms of the agreement and chooses to enter into the Professional Services Agreement
27 with the Village of Biscayne Park; and,
28

29 WHEREAS, the Village Commission of the Village of Biscayne Park finds it to be
30 in the best interests of the residents of the Village to enter into an agreement with James
31 Leverock to provide building plan review and inspection services.
32

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34
35 NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COMMISSION OF
36 THE VILLAGE OF BISCAYNE PARK, FLORIDA
37

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39
40 **Section 1.** The foregoing "WHEREAS" clauses are true and correct and hereby
41 ratified and confirmed by the Village Commission.
42

43 **Section 2.** The Mayor is authorized to execute the Professional Services
44 Agreement between James Leverock and the Village of Biscayne Park. The agreement, in
45 substantial form, is attached and incorporated by reference into this resolution as exhibit 1.
46

47 **Section 3.** This Resolution shall become effective upon adoption.
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49 PASSED AND ADOPTED this _____ day of _____, 2014.
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The foregoing resolution upon being
put to a vote, the vote was as follows:

David Coviello, Mayor

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

Maria C. Camara, Village Clerk

Approved as to form:

John J. Hearn, Village Attorney

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3 **RESOLUTION NO. 2014-77**
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5 **A RESOLUTION OF THE VILLAGE**
6 **COMMISSION OF THE VILLAGE OF BISCAYNE**
7 **PARK, FLORIDA, AUTHORIZING THE MAYOR**
8 **TO EXECUTE THE PROFESSIONAL SERVICES**
9 **AGREEMENT BETWEEN CAP GOVERNMENT,**
10 **INC., AND THE VILLAGE OF BISCAYNE PARK**
11 **FOR THE PROVISION OF BUILDING PLAN**
12 **REVIEW AND INSPECTION SERVICES;**
13 **PROVIDING FOR AN EFFECTIVE DATE**
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16
17 WHEREAS audits for the fiscal year ending September 30, 2012, and September 30,
18 2013, included a finding that the Village of Biscayne Park lacked formal written contracts
19 with the subcontractors performing building permit plan review and inspections; and,
20

21 WHEREAS, Professional Service Agreements were provided to all current building
22 plan reviewers and inspectors which included a revenue sharing model of 65% for the
23 contractor and 35% for the Village; and,
24

25 WHEREAS, only the services for Plumbing and Building plan review and
26 inspections were secured; and,
27

28 WHEREAS, it was necessary to seek the services of CAP Government, Inc., a
29 private firm that provides building department support to many municipalities in South
30 Florida, for all other building plan review and inspection services; and
31

32 WHEREAS, the Village Commission of the Village of Biscayne Park finds it to be
33 in the best interests of the residents of the Village to enter into an agreement with CAP
34 Government, Inc., to provide building plan review and inspection services.
35
36
37

38 NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COMMISSION OF
39 THE VILLAGE OF BISCAYNE PARK, FLORIDA
40
41
42

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

46 **Section 2.** The Mayor is authorized to execute the Professional Services
47 Agreement between CAP Government, Inc., and the Village of Biscayne Park. The
48 agreement, in substantial form, is attached and incorporated by reference into this resolution
49 as exhibit 1.
50

51 **Section 3.** This Resolution shall become effective upon adoption.
52

PASSED AND ADOPTED this _____ day of _____, 2014.

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

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

David Coviello, Mayor

Maria C. Camara, Village Clerk

Approved as to form:

John J. Hearn, Village Attorney

**Professional Services
Agreement
Salvatore Annese**

PROFESSIONAL SERVICES AGREEMENT
FOR BUILDING INSPECTION AND PLANS REVIEW SERVICES
IN VARIOUS DISCIPLINES

THIS IS AN AGREEMENT, dated the 24 day of Oct, 2014, between:

THE VILLAGE OF BISCAYNE PARK, a municipal corporation, hereinafter referred to as "VILLAGE",

and

SAL ANNESE hereinafter referred to as "CONTRACTOR".

WITNESSETH:

In consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, VILLAGE and CONTRACTOR agree as follows:

ARTICLE 1
PREAMBLE

In order to establish the background, context and form of reference for this Agreement and to generally express the objectives, and intentions of the respective parties herein, the following statements, representations and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

1.1 The VILLAGE desires to hire a firm/individual to perform building inspection and plan review services.

1.2 The VILLAGE selected CONTRACTOR to render the professional services more particularly described herein below.

ARTICLE 2
SCOPE OF SERVICES

2.1 CONTRACTOR shall meet the requirements and perform the services identified below. The scope of services required by this Agreement shall be referred to as the "Services".

CONTRACTOR is to provide a certified chief inspector to review and examine plans, and provide inspections for B.O., BUILDING OF RAFT for the Village of Biscayne Park. The purpose of the review and examination of plans and field inspections is for compliance with the Florida Building Code.

CONTRACTOR may not offer their services or engage in outside professional engineering or inspection services within the Village of Biscayne Park during the term of the agreement, with the exception of plans review and inspections under FS553.791 Alternative Plans Review and Inspections, in such cases CONTRACTOR shall not perform any work on behalf of the Village on that project.

CONTRACTOR is required to currently be licensed by Miami-Dade County Board of Rules and Appeals in his/her respective trade as plans examiners and field inspectors. Additionally, CONTRACTOR shall hold the standard inspector and plans examiner license from the State of Florida.

2.2 CONTRACTOR agrees and acknowledges that CONTRACTOR is prohibited from exempting any provisions of this Agreement in any of CONTRACTOR's services pursuant to this Agreement. CONTRACTOR shall comply with each and every provision of this Agreement.

ARTICLE 3 TIME FOR PERFORMANCE

CONTRACTOR shall perform the services as identified in Section 2.1 as soon as is reasonably practicable.

ARTICLE 4 COMPENSATION AND METHOD OF PAYMENT

4.1 CONTRACTOR shall be compensated for its Services based only on the actual permits issued by VILLAGE, according to the VILLAGE's records, and based upon the payment schedule for each permit. The VILLAGE shall pay the CONTRACTOR a monthly fee equal to sixty-five percent (65%) of all permit fees collected by the VILLAGE. The balance of the permit fees collected by the VILLAGE and not paid to the CONTRACTOR shall be retained by the VILLAGE.

4.2 The VILLAGE shall process the payment to the CONTRACTOR on a monthly basis, paying all amounts that become due for the prior month in arrears. For projects with estimated permit fees of Twenty Five Thousand Dollars (\$25,000.00) or greater, payments shall be made as follows: sixty-five percent (65%) of the CONTRACTOR's fee shall be paid upon receipt of the permit application fee and thirty-five percent (35%) shall be paid at the time of the issuance of the certificate of occupancy, certificate of completion, final inspection or abandonment, whichever is latest and applicable.

4.3 On or before _____ VILLAGE and CONTRACTOR shall meet in good faith to review this Section. VILLAGE and CONTRACTOR shall meet in good faith to review this Section sixty (60) days prior to the beginning of each of the renewal terms. Revisions to the percent of revenue sharing formula will be revisited during this meeting and any changes shall be by written mutual consent of both parties.

4.4 VILLAGE shall pay CONTRACTOR monthly in accordance with the Florida Prompt Payment Act. Additionally, payment may be withheld by the Village Manager for failure of CONTRACTOR to comply with a term, condition or requirement of this Agreement.

4.5 Notwithstanding any provision of this Agreement to the contrary, the Village Manager may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work of CONTRACTOR which has not been remedied or resolved in a manner satisfactory to the Village Manager. The amount withheld shall not be subject to payment

of interest by VILLAGE.

4.6 Payment shall be made to CONTRACTOR at:

4.7 CONTRACTOR agrees to keep such records and accounts as may be necessary, for such time period as required by Florida Statutes, in order to record complete and correct entries as to personnel hours charged for which CONTRACTOR receives reimbursement. Such books and records shall be available at reasonable times for examination and audit by the VILLAGE.

4.8 The Village Commission shall establish a permit fee schedule by Resolution, which shall be determined by the VILLAGE in its sole discretion.

4.9 In instances where a penalty fee or a re-inspection fee is imposed, the VILLAGE shall pay the CONTRACTOR compensation equal to fifty percent (50%) of the permit fee or re-inspection fees collected by the VILLAGE. The balance of the fees not paid to the CONTRACTOR shall be retained by the VILLAGE.

4.10 Upon termination of this Agreement, CONTRACTOR shall refund to the VILLAGE all unearned permit fees.

ARTICLE 5
CHANGES TO SCOPE OF WORK AND ADDITIONAL WORK

VILLAGE or CONTRACTOR may request changes that would increase, decrease or otherwise modify the Services to be provided under this Agreement. Such changes or additional services must be in accordance with the provisions of the Code or Ordinances of the VILLAGE and must be contained in a written amendment, executed by the parties hereto, with the same formality and with equality and dignity prior to any deviation from the terms of this Agreement, including the initiation of any additional or extra work. In no event will the CONTRACTOR be compensated for any work which has not been described in a separate written agreement executed by the parties hereto.

ARTICLE 6
TERM

6.1 The term of this Agreement shall begin on _____ for three years unless this Agreement is terminated earlier in accordance with the terms of this Agreement.

6.2 At the end of the term, the VILLAGE shall have the option to renew this Agreement for three (3) periods of one (1) year each. This provision in no way limits either party's right to terminate this Agreement at any time during the term or any renewal term, pursuant to this Agreement.

6.3 Each renewal term shall be upon the same terms, covenants and conditions as in this Agreement, except that there will be no further privilege of extension for the term of this Agreement beyond the period referred to above.

6.4 The VILLAGE shall exercise its right to an extension of the term of this Agreement no earlier than one hundred twenty (120) days nor later than sixty (60) days prior to the expiration of the term or any renewal term. The VILLAGE shall notify CONTRACTOR in writing in accordance with the requirements of this Agreement of its election to exercise its option to renew this Agreement.

ARTICLE 7 TERMINATION

7.1 This Agreement may be terminated for cause by action of the Village Commission if CONTRACTOR is in breach and has not corrected the breach within ninety (90) days after written notice from the VILLAGE identifying the breach. This Agreement may also be terminated by the Village Manager upon such notice as the Village Manager deems appropriate under the circumstances in the event the Village Manager determines that termination is necessary to protect the public health, safety or welfare.

7.2 This Agreement may be terminated for cause by the CONTRACTOR if the VILLAGE is in breach and has not corrected the breach within ninety (90) days after written notice from the CONTRACTOR identifying the breach.

7.3 Termination of this Agreement for cause shall include but not be limited to, failure to suitably perform the Services, failure to continuously perform the Services in a manner calculated to meet or accomplish the objectives of the VILLAGE as set forth in this Agreement or multiple breach of the provisions of this Agreement notwithstanding whether any such breach was previously waived or cured.

7.4 Notice of termination shall be provided in accordance with the Notices Section of this Agreement except that notice of termination by the Village Manager which the Village Manager deems necessary to protect the public health, safety or welfare may be verbal notice which shall be promptly confirmed in writing in accordance with the Notices Section of this Agreement.

7.5 This Agreement may be terminated by either party for convenience, upon thirty (30) days written notice by the terminating party to the other party in which event the CONTRACTOR shall be paid its compensation for services performed to termination date. In the event that the CONTRACTOR abandons this Agreement or causes it to be terminated, it shall indemnify the VILLAGE against any loss pertaining to this termination. All finished or unfinished documents, data, studies, plans, surveys, reports and PDF and CADD files of the drawings prepared by CONTRACTOR shall become the property of VILLAGE and shall be delivered by CONTRACTOR to VILLAGE immediately.

7.6 In the event this Agreement is terminated for convenience, CONTRACTOR shall be paid for any services performed to the date the Agreement is terminated; however, upon being notified

of the VILLAGE's election to terminate, CONTRACTOR shall refrain from performing further services or incurring additional expenses under the terms of this Agreement. CONTRACTOR acknowledges and agrees that ten dollars (\$10.00) of the compensation to be paid to the VILLAGE, the adequacy of which is hereby acknowledged by CONTRACTOR, is given as specific consideration to CONTRACTOR for the VILLAGE's right to terminate this Agreement for convenience.

7.7 In the event this Agreement is terminated, any compensation payable by the VILLAGE shall be withheld until all documents are provided to the VILLAGE pursuant to this Agreement. In no event shall the VILLAGE be liable to CONTRACTOR for any additional compensation, other than that provided herein, or for any consequential or incidental damages.

ARTICLE 8 PUBLIC RECORDS AND AUDIT

8.1 CONTRACTOR shall keep books and records and require any and all subcontractors to keep books and records as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement, and any expenses for which CONTRACTOR expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by VILLAGE and shall be kept for a period of five (5) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by VILLAGE of any fees or expenses based upon such entries.

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

8.2.1 Keep and maintain public records that ordinarily and necessarily would be required by VILLAGE in order to perform the same service being rendered within this Agreement;

8.2.2 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;

8.2.3 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

8.2.4 Meet all requirements for retaining public records and transfer, at no cost, to 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 VILLAGE in a format that is compatible with the then current VILLAGE computer systems.

8.3 CONTRACTOR understands, acknowledges and agrees that CITY is required, pursuant to Section 119.0701, Florida Statutes, as amended from time to time, to ensure compliance with this section by enforcing the terms of this Agreement. As a result of the foregoing, any violation

of this section shall be a material breach and this Agreement may be terminated by VILLAGE without any penalty.

8.4 Prior to termination, VILLAGE shall give written notice to CONTRACTOR that it is in violation of this section. CONTRACTOR shall have five (5) business days to cure a violation of this section.

8.5 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 section of the Agreement.

ARTICLE 9 INDEMNIFICATION

9.1 CONTRACTOR shall indemnify and save harmless and defend the VILLAGE, its trustees, elected and appointed officials, agents, servants and employees from and against any and all claims, demands, or causes of action of whatsoever kind or nature sustained by the VILLAGE or any third party arising out of, or by reason of, or resulting from acts, error, omission, or negligent act of CONTRACTOR, its agents, servants or employees in the performance under this Agreement, for all costs, losses and expenses, including but not limited to, damages to persons or third party property, judgments and attorneys' fees arising out of or in connection with the performance by CONTRACTOR pursuant to this Agreement.

9.2 CONTRACTOR shall indemnify VILLAGE for all loss, damage, expense or liability including, without limitation, court costs and attorneys' fees that may result by reason of any infringement or claim of infringement of any patent, trademark, copyright, trade secret or other proprietary right due to services furnished pursuant to this Agreement. CONTRACTOR will defend and/or settle at its own expense any action brought against the VILLAGE to the extent that it is based on a claim that products or services furnished to VILLAGE by CONTRACTOR pursuant to this Agreement, or if any portion of the services or goods furnished in the performance of the service becomes unusable as a result of any such infringement or claim.

ARTICLE 10 INSURANCE

10.1 The CONTRACTOR shall not commence work under this Agreement until it has obtained all insurance required under this paragraph and such insurance has been approved by the Village Manager nor shall the CONTRACTOR allow any subcontractor to commence work on his subcontract until all similar such insurance required of the subcontractor has been obtained and approved.

10.2 Certificates of insurance, reflecting evidence of the required insurance, shall be filed with the VILLAGE Manager prior to the commencement of the work. These Certificates shall contain a provision that coverage afforded under these policies will not be canceled until at least thirty days (30) prior written notice has been given to the VILLAGE. Policies shall be issued by companies authorized to do business under the laws of the State of Florida.

10.3 Policyholders and Financial Ratings must be no less than "A" and Class X respectively in the latest edition of "Best's Key Rating Guide", published by A.M. Best Guide.

10.4 Insurance shall be in force until all work required to be performed under the terms of this Agreement is satisfactorily completed as evidenced by the formal acceptance by the VILLAGE. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, then in that event, the CONTRACTOR shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of this Agreement and extension thereunder is in effect. The CONTRACTOR shall not continue to work pursuant to this Agreement unless all required insurance remains in full force and effect.

10.5 REQUIRED INSURANCE

10.5.1 COMPREHENSIVE GENERAL LIABILITY insurance to cover liability bodily injury and property damage. Exposures to be covered are: premises, operations, products/completed operations, and certain contracts. Coverage must be written on an occurrence basis, with the following limits of liability:

- A. Comprehensive General Liability
 - 1. Each Occurrence \$1,000,000
 - 2. Annual Aggregate 1,000,000

10.5.2 WORKERS COMPENSATION insurance shall be maintained during the life of this Agreement to comply with statutory limits for all employees, and in the case any work is sublet, the CONTRACTOR shall require the Subcontractors similarly to provide Workers Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the CONTRACTOR. The CONTRACTOR and his subcontractors shall maintain during the life of this policy Employers Liability Insurance. The following limits must be maintained:

- A. Workers Compensation Statutory
- B. Employer's Liability \$500,000 per occurrence

10.5.3 The CONTRACTOR shall hold the VILLAGE, their agents, and employees, harmless on account of claims for damages to persons, property or premises arising out of the operations to complete this Agreement and name the VILLAGE as an additional insured under their policy.

10.5.4 The VILLAGE reserves the right to require any other insurance coverage it deems necessary depending upon the exposures.

10.5.5 PROFESSIONAL LIABILITY insurance in the amount of \$500,000.00

ARTICLE 11
NOTICE

11.1 Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, the CONTRACTOR and the VILLAGE designate the following as the respective places for giving of notice:

VILLAGE: Heidi Shafran, Village Manager
640 NE 114 Street
Biscayne Park, FL 33161

Copy To: John J. Hearn, Village Attorney
1917 NW 81st Avenue
Coral Springs, Florida 33071

CONTRACTOR: SALVATORE D. ANNESE
9510 BISCAYNE BLVD
MIAMI SHORES, FL 33138

ARTICLE 12
MISCELLANEOUS

12.1 Ownership of Documents. Reports, surveys, plans, studies and other data provided in connection with this Agreement, including all PDF and CADD files of the drawings, are and shall remain the property of VILLAGE whether or not the project for which they are made is completed. VILLAGE hereby agrees to use CONTRACTOR's work product for its intended purposes.

12.2 Independent Contractor. This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the CONTRACTOR is an independent contractor under this Agreement and not the VILLAGE's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers Compensation Act, and the State unemployment insurance law. The CONTRACTOR shall retain sole and absolute discretion in the judgment of the manner and means of carrying out CONTRACTOR's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of CONTRACTOR, which policies of CONTRACTOR shall not conflict with VILLAGE, H.U.D., or United States policies, rules or regulations relating to the use of CONTRACTOR's Funds provided for herein.. The CONTRACTOR agree that it is a separate and independent enterprise from the VILLAGE, that it has full opportunity to find other business, that it has make its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the CONTRACTOR and the

VILLAGE and the VILLAGE will not be liable for any obligation incurred by CONTRACTOR, including but not limited to unpaid minimum wages and/or overtime premiums.

12.3 Assignments. This Agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by CONTRACTOR without the prior written consent of VILLAGE. For purposes of this Agreement, any change of ownership of CONTRACTOR shall constitute an assignment which requires VILLAGE approval. However, this Agreement shall run to the VILLAGE and its successors and assigns.

12.4 Amendments. It is further agreed that no modification, amendment or alteration in the terms or conditions contained here shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

12.5 No Contingent Fees. CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONTRACTOR any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the VILLAGE shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

12.6 Binding Authority. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

12.7 Legal Remedies. In the event CONTRACTOR is in violation of or in breach of the terms of this Agreement, penalties in the form of the withholding of payments or the suspension of the CONTRACTOR's authority may be enforced by the VILLAGE until such time as corrective action taken by the CONTRACTOR is satisfactory to the VILLAGE.

12.8 Equal Employment Opportunity Compliance. CONTRACTOR shall comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and Title I of the Americans with Disabilities Act of 1990 is that: no person in the United States shall on the grounds of race, creed, color, national origin, sex, age, political affiliation, beliefs, or disability be subject to discrimination under any program or activity which the CONTRACTOR has agreed to undertake by and through the covenants and provisions set forth in this Agreement.

12.9 Legal Representation. It is acknowledged that each party was represented by counsel in the preparation of and contributed equally to the terms and conditions of this Agreement and, accordingly, the rule that a contract shall be interpreted strictly against the party preparing same shall not apply herein due to the joint contributions of both parties.

12.10 Headings. Headings herein are for convenience of reference only and shall not be considered on any interpretation of this Agreement.

12.11 Exhibits. Each Exhibit referred to in this Agreement forms an essential part of this Agreement. The exhibits if not physically attached should be treated as part of this Agreement and are incorporated herein by reference.

12.12 Severability. If any provision of this Agreement or application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

12.13 Governing Law. This Agreement shall be governed by the laws of the State of Florida with venue lying in Miami-Dade County, Florida.

12.14 Extent of Agreement. This Agreement represents the entire and integrated agreement between the VILLAGE and the CONTRACTOR and supersedes all prior negotiations, representations or agreements, either written or oral.

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

ATTEST:

VILLAGE OF BISCAZYNE PARK, FLORIDA

MARIA CAMARA, VILLAGE CLERK

DAVID COVIELLO, MAYOR

APPROVED AS TO FORM.

JOHN J. HEARN, VILLAGE ATTORNEY

ATTEST:

[Signature]

Salvatore D. Annese
CONTRACTOR

STATE OF FLORIDA)
COUNTY OF DADE)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared Salvatore Annese of _____ and acknowledged he/she executed the foregoing Agreement as the proper official of CONTRACTOR, for the use and purposes mentioned in it and that the instrument is the act and deed of CONTRACTOR.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this 24th day of October, 2014.

Maria C. Camara
NOTARY PUBLIC

My Commission Expires:



11:23:39 AM 10/29/2014

Licensee Details**Licensee Information**

Name: **ANNESE, SALVATORE D (Primary Name)**
(DBA Name)

Main Address: **9510 BISCAYNE BLVD**
MIAMI SHORES Florida 33138

County: **DADE**

License Mailing:

License Location: ***Private Address* *Private Address***
Private Address
Private Address
Private Address

License Information

License Type: **Standard Inspector**

Rank: **Inspector**

License Number: **BN1528**

Status: **Current,Active**

Licensure Date: **06/30/1994**

Expires: **11/30/2015**

Special Qualifications **Qualification Effective**
Building

[View Related License Information](#)

[View License Complaint](#)

1940 North Monroe Street, Tallahassee FL 32399 :: Email: **Customer Contact Center** :: Customer Contact Center: 850.487.1395

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11:22:00 AM 10/29/2014

Licensee Details**Licensee Information**

Name: **ANNESE, SALVATORE D (Primary Name)**
(DBA Name)

Main Address: **9510 BISCAYNE BLVD**
MIAMI SHORES Florida 33138

County: **DADE**

License Mailing:

LicenseLocation: ***Private Address* *Private Address***
Private Address
Private Address
Private Address

License Information

License Type: **Building Code Administrator**

Rank: **Building Code A**

License Number: **BU534**

Status: **Current,Active**

Licensure Date: **06/30/1994**

Expires: **11/30/2015**

Special Qualifications **Qualification Effective**
Standard

[View Related License Information](#)

[View License Complaint](#)

1940 North Monroe Street, Tallahassee FL 32399 :: Email: **Customer Contact Center** :: Customer Contact Center: 850.487.1395

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11:23:19 AM 10/29/2014

Licensee Details**Licensee Information**

Name: **ANNESE, SALVATORE D (Primary Name)**
(DBA Name)

Main Address: **9510 BISCAYNE BLVD**
MIAMI SHORES Florida 33138

County: **DADE**

License Mailing:

License Location: ***Private Address* *Private Address***
Private Address
Private Address
Private Address

License Information

License Type: **Standard Plans Examiner**

Rank: **Plans Examiner**

License Number: **PX671**

Status: **Current,Active**

Licensure Date: **06/30/1994**

Expires: **11/30/2015**

Special Qualifications **Qualification Effective**
Building

[View Related License Information](#)

[View License Complaint](#)

1940 North Monroe Street, Tallahassee FL 32399 :: Email: **Customer Contact Center** :: Customer Contact Center: 850.487.1395

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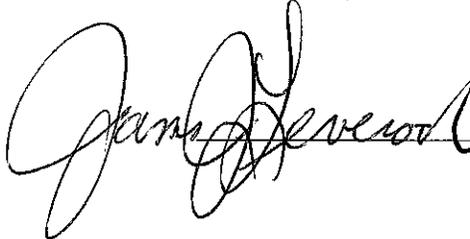
**Professional Services
Agreement
James Leverock**

PROFESSIONAL SERVICES AGREEMENT
FOR BUILDING INSPECTION AND PLANS REVIEW SERVICES
IN VARIOUS DISCIPLINES

THIS IS AN AGREEMENT, dated the 24 day of Oct., 2014, between:

THE VILLAGE OF BISCAYNE PARK, a municipal corporation, hereinafter referred to as "VILLAGE",

and

 hereinafter referred to as "CONTRACTOR".

WITNESSETH:

In consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, VILLAGE and CONTRACTOR agree as follows:

ARTICLE 1
PREAMBLE

In order to establish the background, context and form of reference for this Agreement and to generally express the objectives, and intentions of the respective parties herein, the following statements, representations and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

1.1 The VILLAGE desires to hire a firm/individual to perform building inspection and plan review services.

1.2 The VILLAGE selected CONTRACTOR to render the professional services more particularly described herein below.

ARTICLE 2
SCOPE OF SERVICES

2.1 CONTRACTOR shall meet the requirements and perform the services identified below. The scope of services required by this Agreement shall be referred to as the "Services".

CONTRACTOR is to provide a certified chief inspector to review and examine plans, and provide inspections for Pho Bing for the Village of Biscayne Park. The purpose of the review and examination of plans and field inspections is for compliance with the Florida Building Code.

CONTRACTOR may not offer their services or engage in outside professional engineering or inspection services within the Village of Biscayne Park during the term of the agreement, with the exception of plans review and inspections under FS553.791 Alternative Plans Review and Inspections, in such cases CONTRACTOR shall not perform any work on behalf of the Village on that project.

CONTRACTOR is required to currently be licensed by Miami-Dade County Board of Rules and Appeals in his/her respective trade as plans examiners and field inspectors. Additionally, CONTRACTOR shall hold the standard inspector and plans examiner license from the State of Florida.

2.2 CONTRACTOR agrees and acknowledges that CONTRACTOR is prohibited from exempting any provisions of this Agreement in any of CONTRACTOR's services pursuant to this Agreement. CONTRACTOR shall comply with each and every provision of this Agreement.

ARTICLE 3 TIME FOR PERFORMANCE

CONTRACTOR shall perform the services as identified in Section 2.1 as soon as is reasonably practicable.

ARTICLE 4 COMPENSATION AND METHOD OF PAYMENT

4.1 CONTRACTOR shall be compensated for its Services based only on the actual permits issued by VILLAGE, according to the VILLAGE's records, and based upon the payment schedule for each permit. The VILLAGE shall pay the CONTRACTOR a monthly fee equal to sixty-five percent (65%) of all permit fees collected by the VILLAGE. The balance of the permit fees collected by the VILLAGE and not paid to the CONTRACTOR shall be retained by the VILLAGE.

4.2 The VILLAGE shall process the payment to the CONTRACTOR on a monthly basis, paying all amounts that become due for the prior month in arrears. For projects with estimated permit fees of Twenty Five Thousand Dollars (\$25,000.00) or greater, payments shall be made as follows: sixty-five percent (65%) of the CONTRACTOR's fee shall be paid upon receipt of the permit application fee and thirty-five percent (35%) shall be paid at the time of the issuance of the certificate of occupancy, certificate of completion, final inspection or abandonment, whichever is latest and applicable.

4.3 On or before _____ VILLAGE and CONTRACTOR shall meet in good faith to review this Section. VILLAGE and CONTRACTOR shall meet in good faith to review this Section sixty (60) days prior to the beginning of each of the renewal terms. Revisions to the percent of revenue sharing formula will be revisited during this meeting and any changes shall be by written mutual consent of both parties.

4.4 VILLAGE shall pay CONTRACTOR monthly in accordance with the Florida Prompt Payment Act. Additionally, payment may be withheld by the Village Manager for failure of CONTRACTOR to comply with a term, condition or requirement of this Agreement.

4.5 Notwithstanding any provision of this Agreement to the contrary, the Village Manager may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work of CONTRACTOR which has not been remedied or resolved in a manner satisfactory to the Village Manager. The amount withheld shall not be subject to payment

of interest by VILLAGE.

4.6 Payment shall be made to CONTRACTOR at:

4.7 CONTRACTOR agrees to keep such records and accounts as may be necessary, for such time period as required by Florida Statutes, in order to record complete and correct entries as to personnel hours charged for which CONTRACTOR receives reimbursement. Such books and records shall be available at reasonable times for examination and audit by the VILLAGE.

4.8 The Village Commission shall establish a permit fee schedule by Resolution, which shall be determined by the VILLAGE in its sole discretion.

4.9 In instances where a penalty fee or a re-inspection fee is imposed, the VILLAGE shall pay the CONTRACTOR compensation equal to fifty percent (50%) of the permit fee or re-inspection fees collected by the VILLAGE. The balance of the fees not paid to the CONTRACTOR shall be retained by the VILLAGE.

4.10 Upon termination of this Agreement, CONTRACTOR shall refund to the VILLAGE all unearned permit fees.

ARTICLE 5
CHANGES TO SCOPE OF WORK AND ADDITIONAL WORK

VILLAGE or CONTRACTOR may request changes that would increase, decrease or otherwise modify the Services to be provided under this Agreement. Such changes or additional services must be in accordance with the provisions of the Code or Ordinances of the VILLAGE and must be contained in a written amendment, executed by the parties hereto, with the same formality and with equality and dignity prior to any deviation from the terms of this Agreement, including the initiation of any additional or extra work. In no event will the CONTRACTOR be compensated for any work which has not been described in a separate written agreement executed by the parties hereto.

ARTICLE 6
TERM

6.1 The term of this Agreement shall begin on _____ for three years unless this Agreement is terminated earlier in accordance with the terms of this Agreement.

6.2 At the end of the term, the VILLAGE shall have the option to renew this Agreement for three (3) periods of one (1) year each. This provision in no way limits either party's right to terminate this Agreement at any time during the term or any renewal term, pursuant to this Agreement.

6.3 Each renewal term shall be upon the same terms, covenants and conditions as in this Agreement, except that there will be no further privilege of extension for the term of this Agreement beyond the period referred to above.

6.4 The VILLAGE shall exercise its right to an extension of the term of this Agreement no earlier than one hundred twenty (120) days nor later than sixty (60) days prior to the expiration of the term or any renewal term. The VILLAGE shall notify CONTRACTOR in writing in accordance with the requirements of this Agreement of its election to exercise its option to renew this Agreement.

ARTICLE 7 TERMINATION

7.1 This Agreement may be terminated for cause by action of the Village Commission if CONTRACTOR is in breach and has not corrected the breach within ninety (90) days after written notice from the VILLAGE identifying the breach. This Agreement may also be terminated by the Village Manager upon such notice as the Village Manager deems appropriate under the circumstances in the event the Village Manager determines that termination is necessary to protect the public health, safety or welfare.

7.2 This Agreement may be terminated for cause by the CONTRACTOR if the VILLAGE is in breach and has not corrected the breach within ninety (90) days after written notice from the CONTRACTOR identifying the breach.

7.3 Termination of this Agreement for cause shall include but not be limited to, failure to suitably perform the Services, failure to continuously perform the Services in a manner calculated to meet or accomplish the objectives of the VILLAGE as set forth in this Agreement or multiple breach of the provisions of this Agreement notwithstanding whether any such breach was previously waived or cured.

7.4 Notice of termination shall be provided in accordance with the Notices Section of this Agreement except that notice of termination by the Village Manager which the Village Manager deems necessary to protect the public health, safety or welfare may be verbal notice which shall be promptly confirmed in writing in accordance with the Notices Section of this Agreement.

7.5 This Agreement may be terminated by either party for convenience, upon thirty (30) days written notice by the terminating party to the other party in which event the CONTRACTOR shall be paid its compensation for services performed to termination date. In the event that the CONTRACTOR abandons this Agreement or causes it to be terminated, it shall indemnify the VILLAGE against any loss pertaining to this termination. All finished or unfinished documents, data, studies, plans, surveys, reports and PDF and CADD files of the drawings prepared by CONTRACTOR shall become the property of VILLAGE and shall be delivered by CONTRACTOR to VILLAGE immediately.

7.6 In the event this Agreement is terminated for convenience, CONTRACTOR shall be paid for any services performed to the date the Agreement is terminated; however, upon being notified

of the VILLAGE's election to terminate, CONTRACTOR shall refrain from performing further services or incurring additional expenses under the terms of this Agreement. CONTRACTOR acknowledges and agrees that ten dollars (\$10.00) of the compensation to be paid to the VILLAGE, the adequacy of which is hereby acknowledged by CONTRACTOR, is given as specific consideration to CONTRACTOR for the VILLAGE's right to terminate this Agreement for convenience.

7.7 In the event this Agreement is terminated, any compensation payable by the VILLAGE shall be withheld until all documents are provided to the VILLAGE pursuant to this Agreement. In no event shall the VILLAGE be liable to CONTRACTOR for any additional compensation, other than that provided herein, or for any consequential or incidental damages.

ARTICLE 8 PUBLIC RECORDS AND AUDIT

8.1 CONTRACTOR shall keep books and records and require any and all subcontractors to keep books and records as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement, and any expenses for which CONTRACTOR expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by VILLAGE and shall be kept for a period of five (5) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by VILLAGE of any fees or expenses based upon such entries.

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

8.2.1 Keep and maintain public records that ordinarily and necessarily would be required by VILLAGE in order to perform the same service being rendered within this Agreement;

8.2.2 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;

8.2.3 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

8.2.4 Meet all requirements for retaining public records and transfer, at no cost, to 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 VILLAGE in a format that is compatible with the then current VILLAGE computer systems.

8.3 CONTRACTOR understands, acknowledges and agrees that CITY is required, pursuant to Section 119.0701, Florida Statutes, as amended from time to time, to ensure compliance with this section by enforcing the terms of this Agreement. As a result of the foregoing, any violation

of this section shall be a material breach and this Agreement may be terminated by VILLAGE without any penalty.

8.4 Prior to termination, VILLAGE shall give written notice to CONTRACTOR that it is in violation of this section. CONTRACTOR shall have five (5) business days to cure a violation of this section.

8.5 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 section of the Agreement.

ARTICLE 9 INDEMNIFICATION

9.1 CONTRACTOR shall indemnify and save harmless and defend the VILLAGE, its trustees, elected and appointed officials, agents, servants and employees from and against any and all claims, demands, or causes of action of whatsoever kind or nature sustained by the VILLAGE or any third party arising out of, or by reason of, or resulting from acts, error, omission, or negligent act of CONTRACTOR, its agents, servants or employees in the performance under this Agreement, for all costs, losses and expenses, including but not limited to, damages to persons or third party property, judgments and attorneys' fees arising out of or in connection with the performance by CONTRACTOR pursuant to this Agreement.

9.2 CONTRACTOR shall indemnify VILLAGE for all loss, damage, expense or liability including, without limitation, court costs and attorneys' fees that may result by reason of any infringement or claim of infringement of any patent, trademark, copyright, trade secret or other proprietary right due to services furnished pursuant to this Agreement. CONTRACTOR will defend and/or settle at its own expense any action brought against the VILLAGE to the extent that it is based on a claim that products or services furnished to VILLAGE by CONTRACTOR pursuant to this Agreement, or if any portion of the services or goods furnished in the performance of the service becomes unusable as a result of any such infringement or claim.

ARTICLE 10 INSURANCE

10.1 The CONTRACTOR shall not commence work under this Agreement until it has obtained all insurance required under this paragraph and such insurance has been approved by the Village Manager nor shall the CONTRACTOR allow any subcontractor to commence work on his subcontract until all similar such insurance required of the subcontractor has been obtained and approved.

10.2 Certificates of insurance, reflecting evidence of the required insurance, shall be filed with the VILLAGE Manager prior to the commencement of the work. These Certificates shall contain a provision that coverage afforded under these policies will not be canceled until at least thirty days (30) prior written notice has been given to the VILLAGE. Policies shall be issued by companies authorized to do business under the laws of the State of Florida.

10.3 Policyholders and Financial Ratings must be no less than "A" and Class X respectively in the latest edition of "Best's Key Rating Guide", published by A.M. Best Guide.

10.4 Insurance shall be in force until all work required to be performed under the terms of this Agreement is satisfactorily completed as evidenced by the formal acceptance by the VILLAGE. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, then in that event, the CONTRACTOR shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of this Agreement and extension thereunder is in effect. The CONTRACTOR shall not continue to work pursuant to this Agreement unless all required insurance remains in full force and effect.

10.5 REQUIRED INSURANCE

10.5.1 COMPREHENSIVE GENERAL LIABILITY insurance to cover liability bodily injury and property damage. Exposures to be covered are: premises, operations, products/completed operations, and certain contracts. Coverage must be written on an occurrence basis, with the following limits of liability:

A.	Comprehensive General Liability	
1.	Each Occurrence	\$1,000,000
2.	Annual Aggregate	1,000,000

10.5.2 WORKERS COMPENSATION insurance shall be maintained during the life of this Agreement to comply with statutory limits for all employees, and in the case any work is sublet, the CONTRACTOR shall require the Subcontractors similarly to provide Workers Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the CONTRACTOR. The CONTRACTOR and his subcontractors shall maintain during the life of this policy Employers Liability Insurance. The following limits must be maintained:

A.	Workers Compensation	Statutory
B.	Employer's Liability	\$500,000 per occurrence

10.5.3 The CONTRACTOR shall hold the VILLAGE, their agents, and employees, harmless on account of claims for damages to persons, property or premises arising out of the operations to complete this Agreement and name the VILLAGE as an additional insured under their policy.

10.5.4 The VILLAGE reserves the right to require any other insurance coverage it deems necessary depending upon the exposures.

10.5.5 PROFESSIONAL LIABILITY insurance in the amount of \$500,000.00

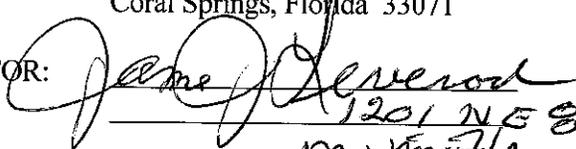
ARTICLE 11
NOTICE

11.1 Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, the CONTRACTOR and the VILLAGE designate the following as the respective places for giving of notice:

VILLAGE: Heidi Shafran, Village Manager
640 NE 114 Street
Biscayne Park, FL 33161

Copy To: John J. Hearn, Village Attorney
1917 NW 81st Avenue
Coral Springs, Florida 33071

CONTRACTOR:


1201 NE 85 ST
Coral Springs, FL 33138

ARTICLE 12
MISCELLANEOUS

12.1 Ownership of Documents. Reports, surveys, plans, studies and other data provided in connection with this Agreement, including all PDF and CADD files of the drawings, are and shall remain the property of VILLAGE whether or not the project for which they are made is completed. VILLAGE hereby agrees to use CONTRACTOR's work product for its intended purposes.

12.2 Independent Contractor. This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the CONTRACTOR is an independent contractor under this Agreement and not the VILLAGE's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers Compensation Act, and the State unemployment insurance law. The CONTRACTOR shall retain sole and absolute discretion in the judgment of the manner and means of carrying out CONTRACTOR's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of CONTRACTOR, which policies of CONTRACTOR shall not conflict with VILLAGE, H.U.D., or United States policies, rules or regulations relating to the use of CONTRACTOR's Funds provided for herein.. The CONTRACTOR agree that it is a separate and independent enterprise from the VILLAGE, that it has full opportunity to find other business, that it has make its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the CONTRACTOR and the

VILLAGE and the VILLAGE will not be liable for any obligation incurred by CONTRACTOR, including but not limited to unpaid minimum wages and/or overtime premiums.

12.3 Assignments. This Agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by CONTRACTOR without the prior written consent of VILLAGE. For purposes of this Agreement, any change of ownership of CONTRACTOR shall constitute an assignment which requires VILLAGE approval. However, this Agreement shall run to the VILLAGE and its successors and assigns.

12.4 Amendments. It is further agreed that no modification, amendment or alteration in the terms or conditions contained here shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

12.5 No Contingent Fees. CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONTRACTOR any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the VILLAGE shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

12.6 Binding Authority. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

12.7 Legal Remedies. In the event CONTRACTOR is in violation of or in breach of the terms of this Agreement, penalties in the form of the withholding of payments or the suspension of the CONTRACTOR's authority may be enforced by the VILLAGE until such time as corrective action taken by the CONTRACTOR is satisfactory to the VILLAGE.

12.8 Equal Employment Opportunity Compliance. CONTRACTOR shall comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and Title I of the Americans with Disabilities Act of 1990 is that: no person in the United States shall on the grounds of race, creed, color, national origin, sex, age, political affiliation, beliefs, or disability be subject to discrimination under any program or activity which the CONTRACTOR has agreed to undertake by and through the covenants and provisions set forth in this Agreement.

12.9 Legal Representation. It is acknowledged that each party was represented by counsel in the preparation of and contributed equally to the terms and conditions of this Agreement and, accordingly, the rule that a contract shall be interpreted strictly against the party preparing same shall not apply herein due to the joint contributions of both parties.

12.10 Headings. Headings herein are for convenience of reference only and shall not be considered on any interpretation of this Agreement.

12.11 Exhibits. Each Exhibit referred to in this Agreement forms an essential part of this Agreement. The exhibits if not physically attached should be treated as part of this Agreement and are incorporated herein by reference.

12.12 Severability. If any provision of this Agreement or application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

12.13 Governing Law. This Agreement shall be governed by the laws of the State of Florida with venue lying in Miami-Dade County, Florida.

12.14 Extent of Agreement. This Agreement represents the entire and integrated agreement between the VILLAGE and the CONTRACTOR and supersedes all prior negotiations, representations or agreements, either written or oral.

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

ATTEST:

VILLAGE OF BISCAYNE PARK, FLORIDA

MARIA CAMARA, VILLAGE CLERK

DAVID COVIELLO, MAYOR

APPROVED AS TO FORM.

JOHN J. HEARN, VILLAGE ATTORNEY

ATTEST:

Kristen Mann

James Leverock
CONTRACTOR

STATE OF FLORIDA)
COUNTY OF DADE)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared James Leverock of _____ and acknowledged he/she executed the foregoing Agreement as the proper official of CONTRACTOR, for the use and purposes mentioned in it and that the instrument is the act and deed of CONTRACTOR.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this 24th day of October, 2014.

Maria C. Camara
NOTARY PUBLIC

My Commission Expires:



10:39:24 AM 10/27/2014

Data Contained In Search Results Is Current As Of 10/27/2014 10:38 AM.**Search Results**

Please see our [glossary of terms](#) for an explanation of the license status shown in these search results.

For additional information, including any complaints or discipline, click on the name.

License Type	Name	Name Type	License Number/ Rank	Status/Expires
Certified Plumbing Contractor	<u>LEVEROCK, JAMES J</u>	Primary	CFC029673 Cert Plumbing	Current, Inactive 08/31/2016
Main Address*: Private				
Standard Inspector	<u>LEVEROCK, JAMES J</u>	Primary	BN1770 Inspector	Current, Inactive 11/30/2015
License Location Address*: Private Main Address*: Private				
Standard Plans Examiner	<u>LEVEROCK, JAMES J</u>	Primary	PX782 Plans Examiner	Current, Inactive 11/30/2015
License Location Address*: Private Main Address*: Private				
Pari-Mutuel General Individual Occupational	<u>LEVEROCK, JAMES(TONY) A</u>	Primary	GIN2013484 Gen Individual	License Expired 06/30/2001
Main Address*: 835 TRAMBLEY DR. E. JACKSONVILLE, FL 32221				

[Back](#)[New Search](#)*** denotes**

Main Address - This address is the Primary Address on file.

Mailing Address - This is the address where the mail associated with a particular license will be sent (if different from the Main or License Location addresses).

License Location Address - This is the address where the place of business is physically located.

1940 North Monroe Street, Tallahassee FL 32399 :: Email: [Customer Contact Center](#) :: Customer Contact Center: 850.487.1395

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Under Florida law, email addresses are public records. If you do not want your email address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact the office by phone or by traditional mail. If you have any questions, please contact 850.487.1395. *Pursuant to Section 455.275(1), Florida Statutes, effective October 1, 2012, licensees licensed under Chapter 455, F.S. must provide the Department with an email address if they have one. The emails provided may be used for official communication with the licensee. However email addresses are public record. If you do not wish to supply a personal address, please provide the Department with an email address which can be made available to the public. Please see our [Chapter 455](#) page to determine if you are affected by this change.

**Professional Services
Agreement
CAP GOVERNMENT,
INC.**

PROFESSIONAL SERVICES AGREEMENT
FOR BUILDING INSPECTION AND PLANS REVIEW SERVICES
IN VARIOUS DISCIPLINES

THIS IS AN AGREEMENT, dated the ___ day of _____, 2014, between:

THE VILLAGE OF BISCAYNE PARK, a municipal corporation, hereinafter referred to as "VILLAGE",

and

CAP GOVERNMENT, INC., hereinafter referred to as "CONTRACTOR".

WITNESSETH:

In consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, VILLAGE and CONTRACTOR agree as follows:

ARTICLE 1
PREAMBLE

In order to establish the background, context and form of reference for this Agreement and to generally express the objectives, and intentions of the respective parties herein, the following statements, representations and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

1.1 The VILLAGE desires to hire a firm/individual to perform building inspection and plan review services.

1.2 The VILLAGE selected CONTRACTOR to render the professional services more particularly described herein below.

ARTICLE 2
SCOPE OF SERVICES

2.1 CONTRACTOR shall meet the requirements and perform the services identified below. The scope of services required by this Agreement shall be referred to as the "Services".

CONTRACTOR is to provide as-needed Building Department services including but not limited to building plans review and inspections for compliance with the Florida Building Code for the Village of Biscayne Park.

CONTRACTOR may not offer their services or engage in outside professional engineering or inspection services within the Village of Biscayne Park during the term of the agreement, with the exception of plans review and inspections under FS553.791 Alternative Plans Review and Inspections, in such cases CONTRACTOR shall not perform any work on behalf of the Village on that project.

CONTRACTOR is required to currently be licensed by Miami-Dade County Board of Rules and Appeals in his/her respective trade as plans examiners and field inspectors. Additionally, CONTRACTOR shall hold the standard inspector and plans examiner license from the State of Florida.

2.2 CONTRACTOR agrees and acknowledges that CONTRACTOR is prohibited from exempting any provisions of this Agreement in any of CONTRACTOR's services pursuant to this Agreement. CONTRACTOR shall comply with each and every provision of this Agreement.

ARTICLE 3 TIME FOR PERFORMANCE

CONTRACTOR shall perform the services as identified in Section 2.1 as soon as is reasonably practicable.

ARTICLE 4 COMPENSATION AND METHOD OF PAYMENT

4.1 CONTRACTOR shall be compensated for its Services based only on the actual permits issued by VILLAGE, according to the VILLAGE's records, and based upon the payment schedule for each permit. The VILLAGE shall pay the CONTRACTOR a monthly fee equal to sixty-five percent (65%) of all permit fees collected by the VILLAGE. The balance of the permit fees collected by the VILLAGE and not paid to the CONTRACTOR shall be retained by the VILLAGE.

4.2 The VILLAGE shall process the payment to the CONTRACTOR on a monthly basis, paying all amounts that become due for the prior month in arrears. For projects with estimated permit fees of Twenty Five Thousand Dollars (\$25,000.00) or greater, payments shall be made as follows: sixty-five percent (65%) of the CONTRACTOR's fee shall be paid upon receipt of the permit application fee and thirty-five percent (35%) shall be paid at the time of the issuance of the certificate of occupancy, certificate of completion, final inspection or abandonment, whichever is latest and applicable.

4.3 On or before _____ VILLAGE and CONTRACTOR shall meet in good faith to review this Section. VILLAGE and CONTRACTOR shall meet in good faith to review this Section sixty (60) days prior to the beginning of each of the renewal terms. Revisions to the percent of revenue sharing formula will be revisited during this meeting and any changes shall be by written mutual consent of both parties.

4.4 VILLAGE shall pay CONTRACTOR monthly in accordance with the Florida Prompt Payment Act. Additionally, payment may be withheld by the Village Manager for failure of CONTRACTOR to comply with a term, condition or requirement of this Agreement.

4.5 Notwithstanding any provision of this Agreement to the contrary, the Village Manager may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work of CONTRACTOR which has not been remedied or resolved in a manner satisfactory to the Village Manager. The amount withheld shall not be subject to payment

of interest by VILLAGE.

4.6 Payment shall be made to CONTRACTOR at:

CAP GOVERNMENT, INC.
8350 NW 52nd Terrace, Suite 209
Doral, FL 33166

4.7 CONTRACTOR agrees to keep such records and accounts as may be necessary, for such time period as required by Florida Statutes, in order to record complete and correct entries as to personnel hours charged for which CONTRACTOR receives reimbursement. Such books and records shall be available at reasonable times for examination and audit by the VILLAGE.

4.8 The Village Commission shall establish a permit fee schedule by Resolution, which shall be determined by the VILLAGE in its sole discretion.

4.9 In instances where a penalty fee or a re-inspection fee is imposed, the VILLAGE shall pay the CONTRACTOR compensation equal to fifty percent (50%) of the permit fee or re-inspection fees collected by the VILLAGE. The balance of the fees not paid to the CONTRACTOR shall be retained by the VILLAGE.

4.10 Upon termination of this Agreement, CONTRACTOR shall refund to the VILLAGE all unearned permit fees.

ARTICLE 5
CHANGES TO SCOPE OF WORK AND ADDITIONAL WORK

VILLAGE or CONTRACTOR may request changes that would increase, decrease or otherwise modify the Services to be provided under this Agreement. Such changes or additional services must be in accordance with the provisions of the Code or Ordinances of the VILLAGE and must be contained in a written amendment, executed by the parties hereto, with the same formality and with equality and dignity prior to any deviation from the terms of this Agreement, including the initiation of any additional or extra work. In no event will the CONTRACTOR be compensated for any work which has not been described in a separate written agreement executed by the parties hereto.

ARTICLE 6
TERM

6.1 The term of this Agreement shall begin on _____ for three years unless this Agreement is terminated earlier in accordance with the terms of this Agreement.

6.2 At the end of the term, the VILLAGE shall have the option to renew this Agreement for three (3) periods of one (1) year each. This provision in no way limits either party's right to terminate this Agreement at any time during the term or any renewal term, pursuant to this Agreement.

6.3 Each renewal term shall be upon the same terms, covenants and conditions as in this Agreement, except that there will be no further privilege of extension for the term of this Agreement beyond the period referred to above.

6.4 The VILLAGE shall exercise its right to an extension of the term of this Agreement no earlier than one hundred twenty (120) days nor later than sixty (60) days prior to the expiration of the term or any renewal term. The VILLAGE shall notify CONTRACTOR in writing in accordance with the requirements of this Agreement of its election to exercise its option to renew this Agreement.

ARTICLE 7 TERMINATION

7.1 This Agreement may be terminated for cause by action of the Village Commission if CONTRACTOR is in breach and has not corrected the breach within ninety (90) days after written notice from the VILLAGE identifying the breach. This Agreement may also be terminated by the Village Manager upon such notice as the Village Manager deems appropriate under the circumstances in the event the Village Manager determines that termination is necessary to protect the public health, safety or welfare.

7.2 This Agreement may be terminated for cause by the CONTRACTOR if the VILLAGE is in breach and has not corrected the breach within ninety (90) days after written notice from the CONTRACTOR identifying the breach.

7.3 Termination of this Agreement for cause shall include but not be limited to, failure to suitably perform the Services, failure to continuously perform the Services in a manner calculated to meet or accomplish the objectives of the VILLAGE as set forth in this Agreement or multiple breach of the provisions of this Agreement notwithstanding whether any such breach was previously waived or cured.

7.4 Notice of termination shall be provided in accordance with the Notices Section of this Agreement except that notice of termination by the Village Manager which the Village Manager deems necessary to protect the public health, safety or welfare may be verbal notice which shall be promptly confirmed in writing in accordance with the Notices Section of this Agreement.

7.5 This Agreement may be terminated by either party for convenience, upon thirty (30) days written notice by the terminating party to the other party in which event the CONTRACTOR shall be paid its compensation for services performed to termination date. In the event that the CONTRACTOR abandons this Agreement or causes it to be terminated, it shall indemnify the VILLAGE against any loss pertaining to this termination. All finished or unfinished documents, data, studies, plans, surveys, reports and PDF and CADD files of the drawings prepared by CONTRACTOR shall become the property of VILLAGE and shall be delivered by CONTRACTOR to VILLAGE immediately.

7.6 In the event this Agreement is terminated for convenience, CONTRACTOR shall be paid for any services performed to the date the Agreement is terminated; however, upon being notified

of the VILLAGE's election to terminate, CONTRACTOR shall refrain from performing further services or incurring additional expenses under the terms of this Agreement. CONTRACTOR acknowledges and agrees that ten dollars (\$10.00) of the compensation to be paid to the VILLAGE, the adequacy of which is hereby acknowledged by CONTRACTOR, is given as specific consideration to CONTRACTOR for the VILLAGE's right to terminate this Agreement for convenience.

7.7 In the event this Agreement is terminated, any compensation payable by the VILLAGE shall be withheld until all documents are provided to the VILLAGE pursuant to this Agreement. In no event shall the VILLAGE be liable to CONTRACTOR for any additional compensation, other than that provided herein, or for any consequential or incidental damages.

ARTICLE 8 PUBLIC RECORDS AND AUDIT

8.1 CONTRACTOR shall keep books and records and require any and all subcontractors to keep books and records as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement, and any expenses for which CONTRACTOR expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by VILLAGE and shall be kept for a period of five (5) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by VILLAGE of any fees or expenses based upon such entries.

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

8.2.1 Keep and maintain public records that ordinarily and necessarily would be required by VILLAGE in order to perform the same service being rendered within this Agreement;

8.2.2 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;

8.2.3 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

8.2.4 Meet all requirements for retaining public records and transfer, at no cost, to 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 VILLAGE in a format that is compatible with the then current VILLAGE computer systems.

8.3 CONTRACTOR understands, acknowledges and agrees that CITY is required, pursuant to Section 119.0701, Florida Statutes, as amended from time to time, to ensure compliance with this section by enforcing the terms of this Agreement. As a result of the foregoing, any violation

of this section shall be a material breach and this Agreement may be terminated by VILLAGE without any penalty.

8.4 Prior to termination, VILLAGE shall give written notice to CONTRACTOR that it is in violation of this section. CONTRACTOR shall have five (5) business days to cure a violation of this section.

8.5 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 section of the Agreement.

ARTICLE 9 INDEMNIFICATION

9.1 CONTRACTOR shall indemnify and save harmless and defend the VILLAGE, its trustees, elected and appointed officials, agents, servants and employees from and against any and all claims, demands, or causes of action of whatsoever kind or nature sustained by the VILLAGE or any third party arising out of, or by reason of, or resulting from acts, error, omission, or negligent act of CONTRACTOR, its agents, servants or employees in the performance under this Agreement, for all costs, losses and expenses, including but not limited to, damages to persons or third party property, judgments and attorneys' fees arising out of or in connection with the performance by CONTRACTOR pursuant to this Agreement.

9.2 CONTRACTOR shall indemnify VILLAGE for all loss, damage, expense or liability including, without limitation, court costs and attorneys' fees that may result by reason of any infringement or claim of infringement of any patent, trademark, copyright, trade secret or other proprietary right due to services furnished pursuant to this Agreement. CONTRACTOR will defend and/or settle at its own expense any action brought against the VILLAGE to the extent that it is based on a claim that products or services furnished to VILLAGE by CONTRACTOR pursuant to this Agreement, or if any portion of the services or goods furnished in the performance of the service becomes unusable as a result of any such infringement or claim.

ARTICLE 10 INSURANCE

10.1 The CONTRACTOR shall not commence work under this Agreement until it has obtained all insurance required under this paragraph and such insurance has been approved by the Village Manager nor shall the CONTRACTOR allow any subcontractor to commence work on his subcontract until all similar such insurance required of the subcontractor has been obtained and approved.

10.2 Certificates of insurance, reflecting evidence of the required insurance, shall be filed with the VILLAGE Manager prior to the commencement of the work. These Certificates shall contain a provision that coverage afforded under these policies will not be canceled until at least thirty days (30) prior written notice has been given to the VILLAGE. Policies shall be issued by companies authorized to do business under the laws of the State of Florida.

10.3 Policyholders and Financial Ratings must be no less than "A" and Class X respectively in the latest edition of "Best's Key Rating Guide", published by A.M. Best Guide.

10.4 Insurance shall be in force until all work required to be performed under the terms of this Agreement is satisfactorily completed as evidenced by the formal acceptance by the VILLAGE. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, then in that event, the CONTRACTOR shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of this Agreement and extension thereunder is in effect. The CONTRACTOR shall not continue to work pursuant to this Agreement unless all required insurance remains in full force and effect.

10.5 REQUIRED INSURANCE

10.5.1 COMPREHENSIVE GENERAL LIABILITY insurance to cover liability bodily injury and property damage. Exposures to be covered are: premises, operations, products/completed operations, and certain contracts. Coverage must be written on an occurrence basis, with the following limits of liability:

- A. Comprehensive General Liability
 - 1. Each Occurrence \$1,000,000
 - 2. Annual Aggregate 1,000,000

10.5.2 WORKERS COMPENSATION insurance shall be maintained during the life of this Agreement to comply with statutory limits for all employees, and in the case any work is sublet, the CONTRACTOR shall require the Subcontractors similarly to provide Workers Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the CONTRACTOR. The CONTRACTOR and his subcontractors shall maintain during the life of this policy Employers Liability Insurance. The following limits must be maintained:

- A. Workers Compensation Statutory
- B. Employer's Liability \$500,000 per occurrence

10.5.3 The CONTRACTOR shall hold the VILLAGE, their agents, and employees, harmless on account of claims for damages to persons, property or premises arising out of the operations to complete this Agreement and name the VILLAGE as an additional insured under their policy.

10.5.4 The VILLAGE reserves the right to require any other insurance coverage it deems necessary depending upon the exposures.

10.5.5 PROFESSIONAL LIABILITY insurance in the amount of \$500,000.00

ARTICLE 11
NOTICE

11.1 Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, the CONTRACTOR and the VILLAGE designate the following as the respective places for giving of notice:

VILLAGE: Heidi Shafran, Village Manager
640 NE 114 Street
Biscayne Park, FL 33161

Copy To: John J. Hearn, Village Attorney
1917 NW 81st Avenue
Coral Springs, Florida 33071

CONTRACTOR: CAP GOVERNMENT, INC.
Attn: Carlos A. Penin, P.E., President
8350 NW 52nd Terrace, Suite 209
Doral, FL 33166

ARTICLE 12
MISCELLANEOUS

12.1 Ownership of Documents. Reports, surveys, plans, studies and other data provided in connection with this Agreement, including all PDF and CADD files of the drawings, are and shall remain the property of VILLAGE whether or not the project for which they are made is completed. VILLAGE hereby agrees to use CONTRACTOR's work product for its intended purposes.

12.2 Independent Contractor. This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the CONTRACTOR is an independent contractor under this Agreement and not the VILLAGE's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers Compensation Act, and the State unemployment insurance law. The CONTRACTOR shall retain sole and absolute discretion in the judgment of the manner and means of carrying out CONTRACTOR's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of CONTRACTOR, which policies of CONTRACTOR shall not conflict with VILLAGE, H.U.D., or United States policies, rules or regulations relating to the use of CONTRACTOR's Funds provided for herein.. The CONTRACTOR agree that it is a separate and independent enterprise from the VILLAGE, that it has full opportunity to find other business, that it has make its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be

construed as creating any joint employment relationship between the CONTRACTOR and the VILLAGE and the VILLAGE will not be liable for any obligation incurred by CONTRACTOR, including but not limited to unpaid minimum wages and/or overtime premiums.

12.3 Assignments. This Agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by CONTRACTOR without the prior written consent of VILLAGE. For purposes of this Agreement, any change of ownership of CONTRACTOR shall constitute an assignment which requires VILLAGE approval. However, this Agreement shall run to the VILLAGE and its successors and assigns.

12.4 Amendments. It is further agreed that no modification, amendment or alteration in the terms or conditions contained here shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

12.5 No Contingent Fees. CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONTRACTOR any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the VILLAGE shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

12.6 Binding Authority. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

12.7 Legal Remedies. In the event CONTRACTOR is in violation of or in breach of the terms of this Agreement, penalties in the form of the withholding of payments or the suspension of the CONTRACTOR's authority may be enforced by the VILLAGE until such time as corrective action taken by the CONTRACTOR is satisfactory to the VILLAGE.

12.8 Equal Employment Opportunity Compliance. CONTRACTOR shall comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and Title I of the Americans with Disabilities Act of 1990 is that: no person in the United States shall on the grounds of race, creed, color, national origin, sex, age, political affiliation, beliefs, or disability be subject to discrimination under any program or activity which the CONTRACTOR has agreed to undertake by and through the covenants and provisions set forth in this Agreement.

12.9 Legal Representation. It is acknowledged that each party was represented by counsel in the preparation of and contributed equally to the terms and conditions of this Agreement and, accordingly, the rule that a contract shall be interpreted strictly against the party preparing same shall not apply herein due to the joint contributions of both parties.

12.10 Headings. Headings herein are for convenience of reference only and shall not be

considered on any interpretation of this Agreement.

12.11 Exhibits. Each Exhibit referred to in this Agreement forms an essential part of this Agreement. The exhibits if not physically attached should be treated as part of this Agreement and are incorporated herein by reference.

12.12 Severability. If any provision of this Agreement or application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

12.13 Governing Law. This Agreement shall be governed by the laws of the State of Florida with venue lying in Miami-Dade County, Florida.

12.14 Extent of Agreement. This Agreement represents the entire and integrated agreement between the VILLAGE and the CONTRACTOR and supersedes all prior negotiations, representations or agreements, either written or oral.

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

ATTEST:

VILLAGE OF BISCAZYNE PARK, FLORIDA

MARIA CAMARA, VILLAGE CLERK

DAVID COVIELLO, MAYOR

APPROVED AS TO FORM.

JOHN J. HEARN, VILLAGE ATTORNEY

ATTEST:

CONTRACTOR
Carlos A. Penin, PE
President
C.A.P. Government, Inc.

STATE OF FLORIDA)
COUNTY OF DADE)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared _____ of _____ and acknowledged he/she executed the foregoing Agreement as the proper official of CONTRACTOR, for the use and purposes mentioned in it and that the instrument is the act and deed of CONTRACTOR.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this _____ day of _____, 2014.

My Commission Expires:

NOTARY PUBLIC

cap government

April 12, 2012

Ms. Maxine Calloway
Director
City of North Miami
Community Planning &
Development Department
12400 NE 8 Avenue
North Miami, FL 33161

RE: **Request for Proposal (RFP) #02-11-12 City of North Miami
Building Inspection and Permitting Services/Revised Hourly Rates**

Dear Ms. Calloway:

Below is the revised hourly rate sheet requested and discussed in our meeting today for services rendered during Phase 1.

Additional Services	
Title:	Hourly Rate
Building Official	\$ 85.00
Building Plans Reviewer	\$ 65.00
Building Inspector	\$ 65.00
Structural Plans Reviewer	\$ 65.00
Structural Inspector	\$ 65.00
Electrical, Mechanical and Plumbing Plans Reviewer	\$ 65.00
Electrical, Mechanical and Plumbing Inspector	\$ 65.00
Permit Technician	\$ 27.00

Please contact me if you have any questions or need additional information.

Very truly yours,
C.A.P. Government, Inc.



Carlos A. Penin, PE
President

10:36:32 AM 10/29/2014

Licensee Details

Licensee Information

Name: **PIZANO, CELSO (Primary Name)**
(DBA Name)
Main Address: **8523 SW 159 AVE**
MIAMI Florida 331930000
County: **DADE**

License Mailing:

LicenseLocation:

License Information

License Type: **Professional Engineer**
Rank: **Prof Engineer**
License Number: **46749**
Status: **Current,Active**
Licensure Date: **04/26/1993**
Expires: **02/28/2015**

Special Qualifications **Qualification Effective**

[View Related License Information](#)

[View License Complaint](#)

1940 North Monroe Street, Tallahassee FL 32399 :: Email: **Customer Contact Center** :: Customer Contact Center: 850.487.1395

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10:34:28 AM 10/29/2014

Licensee Details

Licensee Information

Name: **LLAMA, JORGE (Primary Name)**
(DBA Name)

Main Address: **7850 SW 197 TERRACE**
CUTLER BAY Florida 33189

County: **DADE**

License Mailing: **7850 SW 197 TERRACE**
CUTLER BAY FL 33189

County: **DADE**

LicenseLocation:

License Information

License Type: **Professional Engineer**

Rank: **Prof Engineer**

License Number: **60156**

Status: **Current,Active**

Licensure Date: **06/23/2003**

Expires: **02/28/2015**

Special Qualifications **Qualification Effective**

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10:35:55 AM 10/29/2014

Licensee Details

Licensee Information

Name: **GUILLEN, OMAR P (Primary Name)**
(DBA Name)

Main Address: ***Private Address* *Private Address***
Private Address
Private Address
Private Address

License Mailing:

LicenseLocation:

License Information

License Type: **Standard Inspector**

Rank: **Inspector**

License Number: **BN5926**

Status: **Current,Active**

Licensure Date: **08/13/2007**

Expires: **11/30/2015**

Special Qualifications **Qualification Effective**
Mechanical **08/13/2007**

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10:35:09 AM 10/29/2014

Licensee Details

Licensee Information

Name: **SANCHEZ, ALFREDO (Primary Name)**
(DBA Name)

Main Address: **14206 SW 54TH STREET**
MIAMI Florida 33175

County: **DADE**

License Mailing:

License Location:

License Information

License Type: **Standard Plans Examiner**

Rank: **Plans Examiner**

License Number: **PX3456**

Status: **Current,Active**

Licensure Date: **08/09/2013**

Expires: **11/30/2015**

Special Qualifications **Qualification Effective**

Electrical **08/09/2013**

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10:35:26 AM 10/29/2014

Licensee Details**Licensee Information**

Name: **SANCHEZ, ALFREDO (Primary Name)**
(DBA Name)

Main Address: **14206 SW 54TH STREET**
MIAMI Florida 33175

County: **DADE**

License Mailing:

LicenseLocation:

License Information

License Type: **Standard Inspector**

Rank: **Inspector**

License Number: **BN6442**

Status: **Current,Active**

Licensure Date: **07/09/2013**

Expires: **11/30/2015**

Special Qualifications **Qualification Effective**
Electrical Inspector **07/09/2013**

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Licensee Details

Licensee Information

Name: **ALVAREZ, ELIO (Primary Name)**
(DBA Name)

Main Address: ***Private Address* *Private Address***
Private Address
Private Address
Private Address

License Mailing:

License Location: ***Private Address* *Private Address***
Private Address
Private Address
Private Address

License Information

License Type: **Standard Plans Examiner**

Rank: **Plans Examiner**

License Number: **PX1534**

Status: **Current,Active**

Licensure Date: **03/18/1999**

Expires: **11/30/2015**

Special Qualifications **Qualification Effective**

Building **05/11/2007**

Electrical

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Licensee Details

Licensee Information

Name: **ALVAREZ, ELIO (Primary Name)**
 (DBA Name)

Main Address: ***Private Address* *Private Address***
Private Address
Private Address
Private Address

License Mailing:

License Location: ***Private Address* *Private Address***
Private Address
Private Address
Private Address

License Information

License Type: **Standard Inspector**

Rank: **Inspector**

License Number: **BN3376**

Status: **Current,Active**

Licensure Date: **12/18/1998**

Expires: **11/30/2015**

Special Qualifications **Qualification Effective**

Building **04/18/2007**

Commercial Electric

Residential Electric

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10:33:02 AM 10/29/2014

Licensee Details

Licensee Information

Name: **ALVAREZ, ELIO (Primary Name)**
(DBA Name)

Main Address: ***Private Address* *Private Address***
Private Address
Private Address
Private Address

License Mailing:

LicenseLocation:

License Information

License Type: **Building Code Administrator**

Rank: **Building Code A**

License Number: **BU1800**

Status: **Current,Active**

Licensure Date: **08/06/2013**

Expires: **11/30/2015**

Special Qualifications Qualification Effective

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Village of Biscayne Park Commission Agenda Report

Village Commission Meeting Date: November 6, 2014

Subject: Resolution supporting the preservation
of a rare tract of rockland

Prepared By: Commissioner Barbara Watts

Sponsored By: Commission

Background

The University of Miami has sold a tract of extremely rare pine rockland located near S.W. 152nd St. and S.W. 127th Ave. for mixed use development. Over 20% of the plants in this ecosystem are found nowhere else in the world and five of them are federally listed as endangered or threatened species. In addition, this tract is one of the largest remaining tracts of pine rockland in Miami-Dade County that is not protected, and it should be.

Fiscal / Budget Impact

Recommendation

Approval of Resolution 2014-78

Attachments

- Resolution 2014-78

Links:

- www.miamidade.gov/environment/pine-rocklands.asp
- www.fws.gov/southeastfire/documents/MSRP_PineRocklands.pdf
- www.weather.com/news/science/environment/endangered-florida-pine-rockland-forest-walmart-20140714



Village of Biscayne Park

Commission Agenda Report

Village Commission Meeting Date: November 6, 2014

Subject: Resolution 2014-79

Prepared By: Chief Cornelius McKenna

Sponsored By: Staff

Background

The Miami Shores Village Police Department and the Village of Biscayne Park Police Department interact and assist each other on a daily basis. This cooperation and assistance is vital to meeting the ever increasing needs and demands of the respective jurisdictions. A new Mutual Aid Agreement is needed to continue this mutually beneficial level of service and assistance to each other.

Fiscal / Budget Impact

N/A

Recommendation

Approval of Resolution 2014-79.

Attachments

- Resolution 2014-79
- Mutual Aid Agreement

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PASSED AND ADOPTED this _____ day of _____, 2014.

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

David Coviello, Mayor

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

Maria C. Camara, Village Clerk

Approved as to form:

John J. Hearn, Village Attorney

MUTUAL AID AGREEMENT

Between Miami Shores Village
and the Village of Biscayne Park

Whereas, because of the existing and continuing possibility of the occurrence of law enforcement problems and other natural and man-made conditions which are, or are likely to be, beyond the control of the services, personnel, equipment, or facilities of the Miami Shores Police Department or the Biscayne Park Police Department; and

Whereas, Miami Shores Village and the Village of Biscayne Park are so located in relation to each other that it is to the advantage of each to receive and extend mutual aid in the form of law enforcement services and resources to adequately respond to intensive situations, including, but not limited to, natural or manmade disasters or emergencies as defined under § 252.34, Florida Statutes; and,

Whereas, in order to ensure that preparation of these law enforcement agencies will be adequate to address any and all of these conditions, to protect the public peace and safety, and to preserve the lives and property of the people of the participating municipalities; and,

Whereas, Miami Shores Village and the Village of Biscayne Park have the authority under § 23.12, Florida Statutes, *et seq.*, the Florida Mutual Aid Act, to enter into a mutual aid agreement for law enforcement service which provides for rendering of assistance in a law enforcement emergency.

NOW, THEREFORE, Miami Shores Village, a Florida municipal corporation, and the Village of Biscayne Park in consideration for mutual promises to render valuable aid in time of necessity, do hereby agree to fully and faithfully abide by and be bound by the following terms and conditions:

SECTION I: SHORT TITLE: Mutual Aid Agreement

SECTION II: DESCRIPTION

Since this Mutual Aid Agreement provides for the requesting and rendering of assistance for both routine and law enforcement intensive situations, this Mutual Aid Agreement combines the elements of both a voluntary cooperation agreement and a requested operational assistance agreement, as described in Chapter 23 Florida Statutes.

SECTION III: DEFINITIONS

- a. **Joint Declaration:** A document which enumerates the various conditions or situations where aid may be requested or rendered pursuant to this Agreement, as determined by concerned agency heads. Subsequent to execution by concerned agency heads, the joint declaration shall be filed with the clerks of the respective political subdivisions and shall thereafter become part of this agreement. Said declaration may be amended or

supplemented at any time by the agency heads by filing subsequent declarations with the clerks of the respective political subdivisions.

- b. Agency or participating law enforcement agency: Either the Miami Shores Police Department or the Biscayne Park Police Department.
- c. Agency Head: Either the Chief of the Miami Shores Police Department, or Chief's designees; and the Chief of the Biscayne Park Police Department, or the Chief's designees.
- d. The participating police department: The police department of any municipality in the State of Florida that has approved and executed this Agreement upon the approval of the governing body of that municipality.
- e. Certified law enforcement employee: Any law enforcement employee certified as provided in Chapter 943, Florida Statutes.

SECTION IV: OPERATIONS

- a. In the event that a party to this agreement is in need of assistance as set specified in the applicable joint declaration, an authorized representative of the agency requiring assistance shall notify the agency head or his/her designee from whom such assistance is requested. The agency head or authorized agency representative whose assistance is sought shall evaluate the situation and the agency's available resources, consult with his/her supervisors if necessary, and will respond in a manner he/she deems appropriate.
- b. The agency head in whose jurisdiction assistance is being rendered may determine who is authorized to lend assistance in his/her jurisdiction, for how long such assistance is authorized and for what purpose such authority is granted. This authority may be granted either verbally or in writing as the particular situation dictates. The agency head's decision in these matters shall be final.
- c. Each party to this Agreement agrees to furnish necessary personnel, equipment, facilities and other resources and to render services to the other party as required to assist the requesting party in addressing the situation which caused the request; provided, however, that no party shall be required to unreasonably deplete its own personnel, equipment, resources, facilities, and services in furnishing such mutual aid, as determined by the furnishing party.
- d. The agency heads of the participating law enforcement agencies, or their designees, shall establish procedures for giving control of the mission definition to the requesting agency, and for giving tactical control over accomplishing any such assigned mission and supervisory control over all personnel or equipment provided pursuant to this Agreement to the providing agency. However, each employee shall also be subject to the personnel rules, regulations, procedures, and policies applicable to his or her employing agency.

- e. The personnel and equipment that are assigned by the assisting agency head shall be under the immediate command of a supervising officer designated by the assisting agency head. Such supervising officer shall be under the direct supervision and command of the agency head or his/her designee of the agency requesting assistance.
- f. Whenever an officer or other employee is rendering assistance pursuant to this agreement, the officer or employee shall abide by and be subject to the rules and regulations, personnel policies, general orders and standard operating procedures of his/her own employing agency. If any such rule, regulation, personnel policy, general order or standard operating procedure is contradicted, contravened or otherwise in conflict with a direct order of a superior officer of the requesting agency, then such rule, regulation, personnel policy, general order or procedure shall control and shall supersede the direct order.
- g. Whenever there is cause to believe that a complaint has arisen as a result of a cooperative effort as it may pertain to this agreement, the agency head or his/her designee of the requesting agency shall be responsible for the documentation of said complaint to ascertain at a minimum:
 - 1. The identity of the complainant.
 - 2. An address where the complaining party can be contacted.
 - 3. The specific allegation.
 - 4. The identity of the accused employee(s) without regard to agency affiliation.

If it is determined that the accused is an employee of the assisting agency, the above information, with all pertinent documentation gathered during the receipt and processing of the complaint, shall be forwarded without delay to the agency head or his/her designee of the assisting agency for administrative review. The requesting agency may conduct a review of the complaint to determine if any factual basis for the complaint exists and/or whether any of the employees of the requesting agency violated any of their agency's policies or procedures.

SECTION V: POWERS, PRIVILEGES, IMMUNITIES, COSTS

- a. All employees of the participating police department, including certified law enforcement employees as defined in Chapter 943, Florida Statutes, during such time that said employees are actually providing aid outside of the jurisdictional limits of the employing municipality pursuant to a request for aid made in accordance with this Agreement, shall, pursuant to the provisions of Chapter 23, Florida Statutes, have the same powers, duties, rights, privileges, and immunities as if they were performing their duties in the political subdivision in which they are normally employed.
- b. The political subdivision having financial responsibility for the law enforcement agency providing services, personnel, equipment, or facilities pursuant to the provisions of this

Agreement shall bear any loss or damage to same and shall pay any and all expenses incurred in the maintenance and operation of same.

- c. The political subdivision having financial responsibility for the law enforcement agency providing aid pursuant to this Agreement shall compensate all of its employees rendering aid pursuant to this Agreement, during the time of the rendering of such aid, and shall defray the actual travel and maintenance expenses of such employees while they are rendering such aid. Such compensation shall include any amounts paid or due for compensation due to personal injury or death while such employees are engaged in rendering such aid. Such compensation shall also include all benefits normally due such employees.
- d. All exemptions from ordinance and rules, and all pension, insurance, relief, disability, workers' compensation salary, death, and other benefits which apply to the activity of such officers, agents, or employees of any such agency, when performing their respective functions within the territorial limits of their respective agencies, shall apply to them to the same degree, manner, and extent while engaged in the performance of their functions and duties extraterritorially under the provisions of the Mutual Aid Agreement. The provisions of this Agreement shall apply with equal effect to paid and auxiliary employees.
- e. Nothing herein shall prevent the requesting agency from requesting supplemental appropriations from the governing authority having budgeting jurisdiction to reimburse the assisting agency for any actual costs or expenses incurred by the assisting agency performing hereunder.
- f. Nothing in this agreement is intended or is to be construed as any transfer or contracting away of the powers or functions of one party hereto to the other.
- g. This agreement creates no rights or benefits in favor of any third parties and there are no intended third party beneficiaries with regard to the provisions herein.

SECTION VI: INDEMNIFICATION

- a. The political subdivision having financial responsibility for the law enforcement agency providing aid pursuant to this Agreement, agrees to hold harmless, defend, and indemnify the requesting law enforcement agency and its political subdivision in any suit, action or claim for damages resulting from any and all acts or conduct of employees of said providing agency while providing aid pursuant to this Agreement, subject to Chapter 768, Florida Statutes, where applicable.
- b. Each party engaging in any mutual cooperation or assistance, pursuant to this agreement, agrees to assume responsibilities for the acts, omissions, or conduct of such party's own employees while engaged in rendering aid pursuant to this Mutual Aid Agreement, subject to the provisions of § 768.28, Florida Statutes, where applicable.

- c. Each party shall provide satisfactory proof of liability insurance or self insurance by one or more of the means specified in § 768.28(15)(a), Florida Statutes, in an amount which is, in the judgment of the governing body of that party, at least adequate to cover the risk to which that party may be exposed. Should insurance coverage, however provided, of any party be cancelled or undergo material change, that party shall notify all parties to this agreement of such change within ten (10) days of receipt of notice or actual knowledge of such change.

SECTION VII: FORFEITURES

- a) In the event that a participating agency seizes any real property, vessel, motor vehicle, aircraft, currency or other property pursuant to the Florida Contraband Forfeiture Act during the performance of this agreement, the agency requesting assistance in the case of requested operational assistance and the seizing agency in the case of voluntary cooperation shall be responsible for maintaining any forfeiture action pursuant to Chapter 932, Florida Statutes. The agency pursuing the forfeiture action shall have the exclusive right to control and the responsibility to maintain the property in accordance with Chapter 932, Florida Statutes, to include, but not be limited to, the complete discretion to bring the action or dismiss the action.
- b) All proceeds from forfeited property seized as a result of or in accordance with this agreement shall be divided in proportion to the amount of investigation and participation performed by each agency, less the costs associated with the forfeiture action.

SECTION VIII: CONFLICTS

Any conflicts between this Agreement and the Florida Mutual Aid Act will be controlled by the provisions of the latter, whenever conditions exist that are within the definitions stated in Chapter 23 Florida Statutes.

SECTION IX: EFFECTIVE DATE

This agreement shall take effect upon execution and approval by the hereinafter named officials and shall continue in full force and effect until January 1, 2020. Under no circumstances may this agreement be renewed, amended, or extended except in writing.

SECTION X: CANCELLATION

Any party may cancel its participation in this agreement upon sixty (60) days written notice to the other party or parties. Cancellations will be at the discretion of any subscribing party.

IN WITNESS WHEREOF, the parties hereto cause these presents to be signed on the date specified.



Thomas Benton
Village Manager
Miami Shores Village, FL

Heidi Shafran
Village Manager
Village of Biscayne Park

Date: 10-17-14

Date: _____

Attest:

Attest:



Barbara Estep
Village Clerk
Miami Shores Village, FL

Maria Camara
Village Clerk
Village of Biscayne Park

Approved as to form
and legal sufficiency:

Approved as to form
and legal sufficiency:



Richard Sarafan
Village Attorney
Miami Shores Village, FL

Eve Boutsis
Village Attorney
Village of Biscayne Park

Filing the mutual aid agreement: section 23.1225(4), Florida statutes, requires the filing of a copy of the signed mutual aid agreement with FDLE within 14 days after signature. Filing may be accomplished by either mailing to FDLE, P.O. Box 1489, Tallahassee, FL 32302, attention: mutual aid, or fax to 904-488-1760.

JOINT DECLARATION OF THE CHIEF OF THE
MIAMI SHORES POLICE DEPARTMENT
AND THE CHIEF OF THE BISCAYNE PARK POLICE DEPARTMENT
PURSUANT TO MUTUAL AID AGREEMENT

A police officer of either of the participating law enforcement agencies shall be considered to be operating under the provisions of the mutual aid agreement when:

- participating in law enforcement activities that are pre-planned and approved by each respective agency head or his/her designee; or
- appropriately dispatched in response to a request for assistance from the other law enforcement agency; or
- spontaneous response where assistance or aid is apparent (see #9 below)

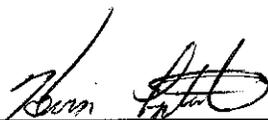
In compliance with, and under the authority of, the Mutual Aid Agreement, heretofore entered into by Miami Shores Village and the Village of Biscayne Park, Florida, it is hereby declared that the following list comprises the circumstances and conditions under which mutual aid may be requested and rendered regarding police operations pursuant to the agreement. Said list may be amended or supplemented from time to time, as needs dictate by subsequent declarations.

1. Joint multi-jurisdictional criminal investigations.
2. Civil affray or disobedience, disturbances, riots, large protest demonstrations, controversial trials, political conventions, labor disputes and strikes.
3. Any natural, technological or man-made disaster.
4. Incidents which require rescue operations, crowd and traffic control measures, including, but not limited to, large-scale evacuations, aircraft and shipping disasters, fires, explosions, gas line leaks, radiological incidents, train wrecks and derailments, chemical or hazardous waste spills, and electrical power failures.
5. Terrorist activities including, but not limited to, acts of sabotage.
6. Escapes from or disturbances within detention facilities.
7. Hostage and barricaded subject situations, and aircraft piracy.
8. Control of major crime scenes, area searches, perimeter control, back-ups to emergency and in-progress calls, pursuits, and missing persons calls.

9. Participating in exigent situations without a formal request which are spontaneous occurrences such as area searches for wanted subjects, perimeters, crimes in progress, escaped prisoners. Traffic stops near municipal boundaries, request for back-up assistance and no local unit is available or nearby, calls or transmissions indicating an officer is injured, calls indicating a crime or incident has occurred in which a citizen may likely be injured and the assisting municipality is closer to the area than the officer receiving the call.
10. Enemy attack.
11. Transportation of evidence requiring security.
12. Major events; e.g., sporting events, concerts, parades, fairs, festivals, and conventions.
13. Security and escort duties for dignitaries.
14. Emergency situations in which one agency cannot perform its functional objective.
15. Incidents requiring utilization of specialized units; e.g., underwater recovery, aircraft, canine, motorcycle, bomb, crime scene, marine patrol, and police information.
16. Joint training in areas of mutual need.

DATE: 10/15/2014

DATE: _____



Kevin Lystad
Chief of Police
Miami Shores Police Department

Cornelius McKenna
Chief of Police
Biscayne Park Police Department

ATTEST:

ATTEST:



Village Clerk

Village Clerk



Village of Biscayne Park Commission Agenda Report

Village Commission Meeting Date: November 6, 2014

Subject: Support of Proposed County Ordinance to allow municipalities to draft their own historic preservation ordinances at any time

Prepared By: Commissioner Bob Anderson

Sponsored By: Commission

Background:

This ordinance has already passed first reading and will go before the Cultural Affairs committee on December 8th. Its primary sponsor is Commissioner Sally Heyman. The Miami-Dade League of Cities has alerted us to the possible impact for our municipalities. Passage of this ordinance would give individual cities the flexibility of declaring their own Historic Preservation area at any time rather than the county making the decision for them.

Fiscal/Budget Impact:

Time required for the Village Clerk to craft and submit appropriate resolution. Additional costs would only be incurred if we were to pursue this designation via ordinance.

Recommendation:

Commission support.

1
2
3 **RESOLUTION NO. 2014-81**
4

5 **A RESOLUTION OF THE VILLAGE**
6 **COMMISSION OF THE VILLAGE OF**
7 **BISCAYNE PARK, FLORIDA, SUPPORTING**
8 **THE MIAMI-DADE COUNTY ORDINANCE**
9 **RELATING TO HISTORIC PRESERVATION;**
10 **PROVIDING FOR AN EFFECTIVE DATE**
11
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14 WHEREAS, Miami-Dade County Commissioner Sally Heyman is sponsoring an
15 Ordinance relating to historic preservation to allow municipalities the opportunity to enact their
16 own historic preservation ordinances at any time; deleting limitations on timeframe for
17 municipalities to enact their own historic preservation ordinances; and,
18

19 WHEREAS, the Ordinance has been presented to the Miami-Dade County Board of
20 Commissioners at first reading and has passed, and is scheduled next to go before the Miami-
21 Dade County Department of Cultural Affairs; and,
22

23 WHEREAS, the Miami-Dade County League of Cities has alerted the Village as to the
24 impact on our Village; and
25

26 WHEREAS, the Village's support of this Ordinance is a reflection of our continued
27 commitment to the preservation of our Village's history, specifically the rehabilitation and
28 renovation of our historic Village Hall log cabin; and
29

30 WHEREAS, the Village Commission finds that this Resolution is in the best interest
31 and welfare of the residents of the Village.
32

33 NOW THEREFORE BE IT RESOLVED BY THE VILLAGE COMMISSION OF
34 THE VILLAGE OF BISCAYNE PARK, FLORIDA:
35

36 **Section 1.** The foregoing "Whereas" clauses are hereby ratified and confirmed as
37 being true and correct and hereby made a specific part of this Resolution upon adoption hereof.
38

39 **Section 2.** The Village Commission hereby supports the Miami-Dade County
40 Ordinance related to historic preservation to allow municipalities the opportunity to enact their
41 own historic preservation ordinances at any time; deleting limitations on timeframe for
42 municipalities to enact their own historic preservation ordinances.
43

44 **Section 3.** The Village Commission hereby authorizes the Village Clerk to transmit
45 the Resolution to the Board of the Miami-Dade County Commissioners and the Miami-Dade
46 County Department of Cultural Affairs
47

48 **Section 4.** This Resolution shall become effective upon adoption.
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PASSED AND ADOPTED this ____ day of _____, 2014.

**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 Ross: ____
Commissioner Anderson: ____
Commissioner Jonas: ____
Commissioner Watts: ____

MEMORANDUM

Agenda Item No. 4(C)

TO: Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

DATE: October 7, 2014

FROM: R. A. Cuevas, Jr.
County Attorney

SUBJECT: Ordinance relating to historic preservation; amending sections 16A-3 and 16A-3.1 of the Code to allow municipalities the opportunity to enact their own historic preservation ordinances at any time; deleting limitations on timeframe for municipalities to enact their own historic preservation ordinances; making technical and clarifying changes

The accompanying ordinance was prepared and placed on the agenda at the request of Prime Sponsor Commissioner Sally A. Heyman.



R. A. Cuevas, Jr.
County Attorney

RAC/cp



MEMORANDUM

(Revised)

TO: Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

DATE: October 7, 2014

FROM: 
R. A. Cuevas, Jr.
County Attorney

SUBJECT: Agenda Item No. 4(C)

Please note any items checked.

- "3-Day Rule" for committees applicable if raised
- 6 weeks required between first reading and public hearing
- 4 weeks notification to municipal officials required prior to public hearing
- Decreases revenues or increases expenditures without balancing budget
- Budget required
- Statement of fiscal impact required
- Ordinance creating a new board requires detailed County Mayor's report for public hearing
- No committee review
- Applicable legislation requires more than a majority vote (i.e., 2/3's ____, 3/5's ____, unanimous ____) to approve
- Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 4(C)
10-7-14

ORDINANCE NO. _____

ORDINANCE RELATING TO HISTORIC PRESERVATION;
AMENDING SECTIONS 16A-3 AND 16A-3.1 OF THE CODE
OF MIAMI-DADE COUNTY, FLORIDA TO ALLOW
MUNICIPALITIES THE OPPORTUNITY TO ENACT THEIR
OWN HISTORIC PRESERVATION ORDINANCES AT ANY
TIME; DELETING LIMITATIONS ON TIMEFRAME
FOR MUNICIPALITIES TO ENACT THEIR OWN
HISTORIC PRESERVATION ORDINANCES; MAKING
TECHNICAL AND CLARIFYING CHANGES; PROVIDING
SEVERABILITY, INCLUSION IN THE CODE, AND AN
EFFECTIVE DATE

WHEREAS, the County's Historic Preservation Ordinance, codified in Chapter 16A of the Code of Miami-Dade County, Florida, and originally adopted in 1981, currently limits the timeframe in which municipalities may enact their own municipal historic preservation ordinances; and

WHEREAS, the County's Historic Preservation Ordinance currently prohibits any municipality incorporated on or before July 1, 1982 from opting out of the County's historic preservation jurisdiction, because the Code only allowed such an opt out to occur within a short period of time during the early 1980s; and

WHEREAS, the County's Historic Preservation Ordinance also currently prohibits any municipality incorporated after the effective date of the 1981 ordinance from opting out of the County's historic preservation jurisdiction more than one year after the effective date of the municipality's incorporation; and

WHEREAS, in 2003, the County's Historic Preservation Ordinance was amended such that any municipality incorporated after the effective date of the 2003 amendment would have only one year after the effective date of incorporation to opt out of the County's historic preservation jurisdiction; and

WHEREAS, municipalities should be given a greater opportunity to exercise control over matters of historic preservation within their respective jurisdictions; and

WHEREAS, this Board no longer wishes to limit the timeframe in which municipalities may enact their own historic preservation ordinances, so that municipalities will have greater opportunity to control matters of historic preservation within their respective jurisdictions,

THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA:

Section 1. Section 16A-3 of the Code of Miami-Dade County, Florida, is hereby amended to read as follows:¹

Sec. 16A-3. Scope of regulations.

- (1) This chapter is intended to and shall govern incorporated and unincorporated Miami-Dade County.
- (2) The regulatory jurisdiction of the Miami-Dade County Historic Preservation Board pursuant to this Chapter shall extend to:
 - (a) all property located in the unincorporated areas of Miami-Dade County;
 - (b) all property located in incorporated areas of Miami-Dade County except where the municipality has enacted its own historic preservation ordinance in accordance with section 16A-3.1;

¹ Words stricken through and/or [[double bracketed]] shall be deleted. Words underscored and/or >>double arrowed<< constitute the amendment proposed. Remaining provisions are now in effect and remain unchanged.

(c) archeology and paleontology zones and sites in the incorporated and unincorporated areas of Miami-Dade County except where the municipality has enacted its own historic preservation ordinance in accordance with section 16A-3.1 and the municipality~~[[, within 365 days of the effective date of this ordinance,]]~~ enacts an ordinance that (1) expressly retains jurisdiction over archeology and paleontology zones and sites, (2) adopts regulations as least as protective of archeology and paleontology zones and sites as those in this Chapter, and (3) commits the municipality to retain sufficient archeological personnel or consultants to enforce such regulations; and

(d) the enforcement of the minimum standards established by this Chapter as set forth in this Chapter.

(3) Nothing contained herein shall be deemed to supersede or conflict with applicable building and zoning codes. Provisions contained herein shall be cumulative and read in conjunction with other provisions of the Miami-Dade County Code.

Section 2. Section 16A-3.1 of the Code of Miami-Dade County, Florida, is hereby

amended to read as follows:

Sec. 16A-3.1. **Municipal Historic Preservation.**

(1) *County Technical and Legal Support for Municipal Preservation.* The Director of the Office of Historic Preservation and the County Attorney's Office may provide a requesting municipality with technical and legal assistance in preservation matters. Such assistance is not intended to replace the municipality's own commitment of resources to preservation or to divert resources from the County's own preservation responsibilities.

(2) ~~[[Timeframes]]~~ >>Option<< *for Municipalities to Enact Historic Preservation Ordinances.*

(a) Municipalities incorporated prior to July 1, 1982 were given the option to adopt their own municipal historic preservation ordinances or be governed by the County ordinance. The following municipalities enacted their own ordinances: Coral Gables, Hialeah, Homestead, Miami, Miami Beach, Miami Shores, Miami Springs, Opa-locka, and South Miami.

~~[[(b) Municipalities incorporated after July 1, 1982 but before the effective date of this ordinance have until one year after the effective date of this ordinance to adopt their own preservation ordinances.~~

~~(c) Municipalities incorporated after the effective date of this ordinance have until one year after the effective date of their incorporation to adopt their own preservation ordinances.]]~~

>>(b) Notwithstanding subsection (a) above, at any time, any municipality may adopt its own municipal historic preservation ordinance, provided that the ordinance meets the minimum standards of this chapter. Within 30 days of the effective date of any such municipal ordinance, the municipality shall provide written notice to the Miami-Dade County Office of Historic Preservation, or its successor office or department. Municipalities that do not avail themselves of the option to adopt their own municipal historic preservation ordinances shall be governed by the County's historic preservation ordinance, unless and until such time as they adopt their own historic preservation ordinances, as permitted in this subsection.<<

(3) *Status of Designated Properties After Transition of Jurisdiction.* In the event that a municipality assumes jurisdiction of historic preservation from Miami-Dade County by enacting an ordinance as provided in this section, all properties previously designated by the Miami-Dade Historic Preservation Board shall have the status and protections of properties designated under the municipality's historic preservation ordinance unless and until such designation is removed by formal action of the municipality pursuant to its ordinance. The same rule shall apply if the County assumes jurisdiction from a municipality.

(4) *Minimum Standards for Municipal Ordinances.*

(a) To comply with the minimum standards for historic preservation ordinances>>,<< a municipal ordinance shall contain provisions:

(1) that establish a historic preservation board which shall be empowered to designate individual sites or districts and to issue certificates of appropriateness; or to advise the city commission regarding such matters. In this regard, this ordinance shall constitute authority for a municipality to

delegate to its preservation board the power to designate sites and districts and issue certificates of appropriateness.

(2) that provide procedures for the municipality, its staff, the Director of the Miami-Dade County Office of Historic Preservation, and private parties to recommend the initiation of designations of historic districts and individual historic sites, whether residential, commercial, industrial or other, pursuant to due notice to affected parties, legally-enforceable standards, quasi-judicial hearings, and appeals to court;

(3) that protect designated sites or districts by preventing the issuance of building, construction, zoning, and demolition permits or the significant change of appearance of such sites or districts until a written certificate of appropriateness has been issued;

(4) that protect property owners by procedures (1) to de-designate properties and (2) to vary or modify historic regulation based upon economic hardship pursuant to due notice to affected parties, legally-enforceable standards, quasi-judicial public hearings, and appeals to courts;

(5) that provide economic incentives for preservation;

(6) that regulate and prevent the demolition of historic buildings by neglect, and

(7) that establish the Secretary of Interior's Standards for Rehabilitation as standards governing preservation, although a municipality may establish additional standards.

(b) It is a violation of the minimum standards of this Chapter for a municipal historic preservation ordinance>>>:<<

(1) to exempt an otherwise historic property from historic regulation or designation on the basis that the owner did not consent to the regulation or designation;

(2) to allow the issuance of a permit for the demolition of a historically-regulated property unless, after a public hearing pursuant to the ordinance, a variance based upon economic hardship has been granted or a certificate of appropriateness to demolish based on express standards in

the ordinance has been issued. In this regard, it is a violation of the minimum standards of this Chapter to permit the issuance of a certificate of appropriateness for demolition based solely upon the passage of a certain amount of time after the owner has applied to demolish.

(c) Municipalities that ~~>>had<< [[have]]~~ already enacted historic preservation ordinances as of the effective date of ~~>>Ordinance No. 03-38, adopted in 2003,<< [[this ordinance]]~~ ~~>>were given<< [[shall have]]~~ 365 days from the effective date of ~~>>that<< [[this]]~~ ordinance to bring their ordinances into compliance with these minimum standards.

(d) The minimum standards created in ~~>>this<< [[these]]~~ subsection shall not apply to any municipality that is recognized as a Certified Local Government by the Florida Secretary of State.

* * *

Section 3. If any section, subsection, sentence, clause or provision of this ordinance is held invalid, the remainder of this ordinance shall not be affected by such invalidity.

Section 4. It is the intention of the Board of County Commissioners, and it is hereby ordained that the provisions of this ordinance, including any sunset provision, shall become and be made a part of the Code of Miami-Dade County, Florida. The sections of this ordinance may be renumbered or relettered to accomplish such intention, and the word "ordinance" may be changed to "section," "article," or other appropriate word.

Section 5. This ordinance shall become effective ten (10) days after the date of enactment unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

PASSED AND ADOPTED:

Approved by County Attorney as
to form and legal sufficiency:



Prepared by:

James Eddie Kirtley

Prime Sponsor: Commissioner Sally A. Heyman



Village of Biscayne Park Commission Agenda Report

Village Commission Meeting Date: November 6, 2014

Subject: Ordinance 2014-11
Final Budget Amendments

Prepared By: Irwin Williams, Finance Director

Sponsored By: Staff

Background

Based on actual data through September 30, 2014, for each department's line items, the following final amendments are required to the adopted budget for fiscal year 2013-14.

Fiscal/Budget Impact

EXPENDITURES:

1. Village Commission - \$0
2. Administration - (\$6,000) decrease
 - a. Village Manager started later in the year than budgeted
 - b. Assistant to Manager position vacation for one month
 - c. Over budgeted election costs
3. Finance - \$0

November 6, 2014

Commission Agenda Report

Ordinance 2014-11

4. Planning - **(\$4,000)** decrease
 - a. Annexation process over budgeted

5. General Government - **(\$5,000)** decrease
 - a. \$1,500 increase for late billing of pre-employment testing for Golden Gates Staff (reimbursed to the Village)
 - b. Over budgeted legal services
 - c. Over budgeted telephone service costs due to transition to lower cost State Communication Services
 - d. Over budgeted IT Project
 - e. Grant for log cabin of \$20,000 transferred to capital improvements

6. Police Department - \$56,500 increase
 - a. Unbudgeted pay of accruals for resigning officers
 - b. Under budgeted overtime due to staff shortages
 - c. Court overtime over budgeted at minimum 4 hours and actual is minimum 3 hours (decrease)
 - d. FRS contributions over budgeted for higher paid officers that resigned (decrease)
 - e. FMIT assessment for prior year was not budgeted

7. Building Department - **(\$15,000)** decrease
 - a. Over budgeted cost sharing due to lower permit revenues

8. Code Compliance - \$0

9. Public Works - **(\$14,000)** decrease
 - a. Unbudgeted departure of public services director

10. Parks & Recreation - **(\$12,000)** decrease
 - a. Vacant position
 - b. Re-assignment of staff

November 6, 2014

Commission Agenda Report

Ordinance 2014-11

Based on these amendments to the budget, and the actual expenditures to date, we project to add \$28,000 to the contingency line item which was originally budgeted at \$51,348, for a total of \$79,348 expected to be added to reserves once the audit is completed for fiscal year 2013-14.

Recommendation

Approval of Ordinance 2014-11 at first reading.

Attachments

- Ordinance 2014-11
- Exhibit A: Summary all departments and line item expenditures

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ORDINANCE NO. 2014-11

**AN ORDINANCE OF THE VILLAGE COMMISSION
OF THE VILLAGE OF BISCAYNE PARK, FLORIDA,
PURSUANT TO SECTION 166.041, FLORIDA
STATUTES, TO AMEND ORDINANCE 2013-12
ADOPTED ON NOVEMBER 20, 2013, FINALIZING
AND ADOPTING THE ANNUAL OPERATING
BUDGET FOR FISCAL YEAR 2013-2014, BY
AMENDING VARIOUS PARTS OF THE BUDGET
CONSISTENT WITH EXHIBIT "A", ATTACHED
HERETO; PROVIDING FOR CONFLICT;
PROVIDING FOR SEVERABILITY; PROVIDING
FOR AN EFFECTIVE DATE**

17 WHEREAS, in accordance with the Village of Biscayne Park's Charter and all laws of
18 the State of Florida, on November 20, 2013, the Village Commission finalized and adopted its
19 operating budget for Fiscal Year 2013-2014; and

20 WHEREAS, on May 21, 2014 the Village Commission approved a mid-year budget
21 amendment through Ordinance 2014-02; and

22 WHEREAS, the Village Commission acknowledges that final amendments are required
23 to the Annual Operating Budget for Fiscal Year 2013-2014, as designated in Exhibit "A",
24 attached hereto;

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

27
28 **Section 1.** Each and all the foregoing Whereas clauses are true and correct and are
29 incorporated herein.

1 **Section 2.** That the Annual Operating Budget Fiscal Year 2013-2014, approved by
2 the Village Commission on November 20, 2013, is amended as designated in Exhibit “A”,
3 attached hereto.

4 **Section 3.** The Village Commission hereby ratifies and confirms all other provisions
5 of Ordinance 2013-12

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

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

15 **Section 6.** **Effective Date.** This Ordinance shall be effective upon adoption at
16 second reading.

17
18 The foregoing Ordinance was offered by _____ who moved its
19 adoption. The motion was seconded by _____ and upon being put to a vote, the
20 vote was as follows:

21 PASSED AND ADOPTED upon first reading this ____ day of _____, 2014.

22 PASSED AND ADOPTED upon second reading this ____ day of _____, 2014

23

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

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

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6 David Coviello, Mayor
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12 Attest:
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16 _____
17 Maria C. Camara, Village Clerk
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21
22 Approved as to form:
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26 _____
27 John J. Hearn, Village Attorney
28
29

FISCAL YEAR 2013-2014
PERIOD ENDING 09/30/2014
% Fiscal Year Completed: 100.00

ACCOUNT	DESCRIPTION	2013-14 AMENDED BUDGET	Final Budget Amendment		2013-2014 Revised Final Budget	YTD BALANCE 09/30/2014	VARIANCE
---------	-------------	------------------------------	------------------------------	--	--------------------------------------	------------------------------	----------

Dept 511-Village Commission
Village Commission

5110000.000	Commission Compensation	12,000			12,000	10,385	1,615
5210000.000	Fica/Medicare	918			918	794	124
5240000.000	Workman Compensation	30			30	28	2
5310000.000	Professional Fees	2,500			2,500	2,500	0
5400000.000	Travel & Per diem	3,475			3,475	2,654	821
5480000.000	Promotional Activities	5,000			5,000	2,970	2,030
5490000.150	Misc Special Events	0			0	269	(269)
5490000.410	VOBP 80th Anniversary	0			0	3,122	(3,122)
5540000.200	MEMBERSHIPS	1,650			1,650	1,894	(244)
5550000.000	Education & Training	0			0	50	(50)
Total Dept 511-Village Commission		25,573	0		25,573	24,666	907

Dept 512-Administration
Administration

5110000.000	Administrative Salaries	73,242	(2,000)	Village Manager started later in year than budgeted	71,242	70,460	782
5120000.000	Regular Salaries	66,412	(1,500)	Assistant to Manager left, position vacant for a month	64,912	64,287	625
5210000.000	Fica/Medicare	10,684			10,684	10,338	346
5220000.000	Florida Retirement System	18,027			18,027	19,682	(1,655)
5230000.000	Life & Health Insurance	10,811			10,811	10,561	250
5240000.000	Workman Compensation	394			394	368	26
5310000.000	Professional Fees	1,500			1,500	4,401	(2,901)
5400000.010	Car Allowance	4,000			4,000	3,625	376
5400000.200	Travel & Per Diem	1,500			1,500	1,385	115
5410000.000	Telephone/Communiations	2,880			2,880	2,460	420
5450000.150	Liability Insurance	8,094			8,094	8,094	0

ACCOUNT	DESCRIPTION	2013-14 AMENDED BUDGET	Final Budget Amendment		2013-2014 Revised Final Budget	YTD BALANCE 09/30/2014	VARIANCE
5450000.210	Insurance-Property	1,549			1,549	1,930	(381)
5490000.100	Legal Advertising	5,000			5,000	4,798	202
5490000.300	Municipal Elections	15,000	(2,500)	Overbudgeted election costs	12,500	10,285	2,215
5520000.000	Operating Supplies	300			300	12	288
5520000.210	Gasoline	0			0	308	(308)
5540000.200	Memberships	2,350			2,350	1,978	372
5550000.000	Education and Training	1,250			1,250	765	486
Total Dept 512-Administration		222,993	(6,000)		216,993	215,735	1,258

Dept 513-Finance
Finance

5120000.000	Regular Salaries	32,105			32,105	32,264	(159)
5140000.000	Overtime	2,500			2,500	607	1,893
5210000.000	Fica/Medicare	2,648			2,648	2,515	133
5220000.000	Florida Retirement System	2,405			2,405	2,363	42
5230000.000	Life & Health Insurance	5,220			5,220	5,420	(200)
5240000.000	Workman Compensation	80			80	75	5
5300000.000	Bank Service Charges	500			500	1,764	(1,264)
5320000.000	Professional Services-Audit Fees	18,000			18,000	17,500	500
5340000.010	Payroll Processing Fees	4,000			4,000	3,219	781
5340000.100	Contract Services-Finance	72,000			72,000	72,000	0
5450000.150	Liability Insurance	5,435			5,435	5,438	(3)
5450000.210	Insurance-Property	1,040			1,040	1,296	(256)
5540000.200	Memberships	320			320	195	125
5550000.000	Education & Training	500			500	114	386
5630000.100	Accounting Software	1,395			1,395	2,000	(605)
5640000.100	Capital Acquisitions-Accounting & Permit	3,334			3,334	3,332	2
Total Dept 513-Finance		151,482	0		151,482	150,101	1,381

Dept 515-Planning & Zoning
Planning & Zoning

5310000.000	Professional Fees	0				0	0
5310000.317	Professional Services Engineering /Plann	15,000	(4,000)	Annexation process over budgeted	11,000	10,453	548
Total Dept 515-Planning & Zoning		15,000	(4,000)		11,000	10,453	548

ACCOUNT	DESCRIPTION	2013-14 AMENDED BUDGET	Final Budget Amendment		2013-2014 Revised Final Budget	YTD BALANCE 09/30/2014	VARIANCE
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Dept 519-General Government

General Government

5120000.000	Regular Salaries	22,880			22,880	30,655	(7,775)
5210000.000	Fica/Medicare	1,751			1,751	2,357	(606)
5220000.000	Florida Retirement System	1,590			1,590	2,144	(554)
5230000.000	Life & Health Insurance	5,471			5,471	6,436	(965)
5240000.000	Workman Compensation	57			57	53	4
5310000.101	Professional Services-Medical	1,450	1,500	Late billing for pre-employment testing for Golden Gates staff. All costs reimbursed back to the Village.	2,950	3,160	(210)
5310000.102	Professional Services-IT	0			0	2,950	(2,950)
5310000.135	Professional Sevices-Lobbyist	7,000			7,000	7,500	(500)
5310000.150	Professional Services-Legal	75,000	(6,000)	Over budgeted legal services	69,000	68,264	736
5310000.160	Professional Services-Other Legal	2,500			2,500	9,200	(6,700)
5340000.750	Other Contractual Services-OPEB	0			0	3,000	(3,000)
5410000.100	Telephone/Communiations	13,500	(6,000)	Transitioned to State Communication Services-Lower Rates	7,500	6,974	526
5420000.000	Postage	3,000			3,000	4,127	(1,127)
5430000.301	Electric-Village Hall	0			0	(0)	0
5440000.100	Leased Equipment	3,000			3,000	2,914	86
5440000.420	Rental Storage Facility	1,800			1,800	6,070	(4,270)
5450000.100	Insurance-Liability	9,874			9,874	10,852	(978)
5450000.210	Insurance-Property	3,111			3,111	4,695	(1,584)
5450000.300	Insurance-Vehicles	650			650	672	(22)
5460000.200	Repairs & Maintenance-Equipment	3,000			3,000	4,943	(1,943)
5470000.000	Printing	1,000			1,000	5,013	(4,013)
5480000.000	Promotional Activities	0			0	225	(225)
5480000.100	Promotional Activities-Newletter	3,600			3,600	4,155	(555)
5490000.000	Other Charge For Services	0			0	250	(250)
5490000.200	Filing Fees-Liens	1,500			1,500	120	1,381
5510000.000	Office Supplies	3,500			3,500	5,289	(1,789)
5520000.000	Operating Supplies	1,500			1,500	1,869	(369)
5540000.420	MEMBERSHIPS	2,375			2,375	1,860	515
5550000.000	Education & Training	50			50	0	50
5640000.200	Capital Acquisitions-IT Project	13,500	(3,000)	Over budgeted	10,500	10,377	123

ACCOUNT	DESCRIPTION	2013-14 AMENDED BUDGET	Final Budget Amendment		2013-2014 Revised Final Budget	YTD BALANCE 09/30/2014	VARIANCE
5690000.000	General Contingencies	51,348	28,000		79,348	0	79,348
5800000.000	Grant Log Cabin	20,000	(20,000)	Transferred to capital improvemnts	0		
5820000.100	Aid to Private Organizations	2,500			2,500	2,500	0
Total Dept 519-General Government		256,507	(5,500)		251,007	208,623	42,384

**Dept 521-Police
Public Safety**

5120000	Regular Salaries	474,004	50,000	Unbudgeted pay of accruals for resigning officers	524,004	522,858	1,146
5130000.000	Other Salaries & Wages	18,943			18,943	18,943	0
5130000.100	Other Salaries & Wages-Part Time Salarie	16,406			16,406	16,917	(511)
5140000.000	Overtime	21,000	12,515	Under budgeted due to staff shortages	33,515	33,515	(0)
5150000.000	Special Pay	4,380			4,380	3,335	1,045
5160000.000	Court Pay	32,000	(18,000)	Originally budgeted for 4 hours minimum and current minimum is now 3 hours; overbudgeted initially	14,000	13,682	318
5210000.000	Fica/Medicare	43,356			43,356	46,952	(3,596)
5220000.000	Florida Retirement System	105,820	(6,500)	Due to higher paid officers that resigned	99,320	98,501	819
5230000.000	Life & Health Insurance	56,120			56,120	54,695	1,425
5240000.000	Workman Compensation	32,752			32,752	34,044	(1,292)
5310000.170	Professional Services/Other	0			0	800	(800)
5340000.800	Contractual Services-Iterim Police Chief	22,605			22,605	23,305	(700)
5340000.900	Other Conctractual Services	7,500	(6,515)		985	0	985
5400000.200	Travel & Per Diem	1,479			1,479	2,456	(978)
5410000.100	Telephone Stipends & Air Cards	6,000			6,000	4,485	1,515
5430000.302	Electric-Police	800			800	1,208	(408)
5440000.200	Rent Storage Facility	3,960			3,960	4,128	(168)
5450000.100	Insurance-Liability	35,054	25,000	FMIT final assessment prior year	60,054	59,787	267
5450000.210	Insurance-Property	6,709			6,709	8,361	(1,652)
5450000.300	Insurance-Vehicles	11,500			11,500	11,746	(246)
5460000.200	Repairs & Maintenance-Equipment	2,021			2,021	1,689	333
5460000.225	Repairs & Equipment-Radios	2,000			2,000	285	1,716

ACCOUNT	DESCRIPTION	2013-14 AMENDED BUDGET	Final Budget Amendment		2013-2014 Revised Final Budget	YTD BALANCE 09/30/2014	VARIANCE
5460000.250	Repairs & Maintenance-Vehicles	28,000			28,000	31,684	(3,684)
5490000.250	Prosecution/Police Arrest Forms	2,000			2,000	1,221	779
5520000.000	Miscellaneous Operating Supplies	3,500			3,500	2,378	1,122
5520000.201	Gas/Oil/Grease	8,000			8,000	0	8,000
5520000.202	Unreconciled Gas Inventory	0			0	3,079	(3,079)
5520000.205	Uniforms & Cleaning	6,000			6,000	4,506	1,494
5520000.210	Gasoline	50,000			50,000	53,946	(3,946)
5520000.300	Vests and Non-Leathal Weapons	11,000			11,000	11,967	(967)
5520000.400	K-9 Operating Supplies	2,500			2,500	1,789	711
5540000.200	Memberships	750			750	845	(95)
5550000.000	Education & Training	2,000			2,000	997	1,003
5701000.000	Debt Serving-Principal	7,125			7,125	4,986	2,139
5720500.000	Debt Serving-Interest	1,725			1,725	827	898
5800000.100	Byrne Grant	1,950			1,950	1,906	44
Total Dept 521-Police		1,028,959	56,500		1,085,459	1,081,823	3,636

Dept 524-Building Department
Building

5120000.000	Regular Salaries	43,940			43,940	47,792	(3,852)
5210000.000	Fica/Medicare	3,361			3,361	3,329	32
5220000.000	Florida Retirement System	3,054			3,054	3,075	(21)
5230000.000	Life & Health Insurance	5,993			5,993	4,651	1,342
5240000.000	Workman Compensation	110			110	104	6
5310000.120	Professional Services-Inspectors	86,032	(15,000)	Over budgeted cost sharing due to lower permit revenues	71,032	65,166	5,866
5450000.100	Insurance-Liability	3,754			3,754	4,155	(401)
5450000.210	Insurance-Property	705			705	879	(174)
5550000.000	Education & Training	50			50	250	(200)
5630000.100	Accounting Software	1,396			1,396	1,000	396
5640000.100	Capital Acquisitions-Accounting & Permit	3,333			3,333	3,334	(1)
Total Dept 524-Building Department		151,728	(15,000)		136,728	133,735	2,993

ACCOUNT	DESCRIPTION	2013-14 AMENDED BUDGET	Final Budget Amendment		2013-2014 Revised Final Budget	YTD BALANCE 09/30/2014	VARIANCE
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Dept 529-Code Enforcement

Code Enforcement

5120000.000	Regular Salaries	45,812			45,812	44,156	1,656
5210000.000	Fica/Medicare	3,504			3,504	3,341	163
5220000.000	Florida Retirement System	3,184			3,184	3,112	72
5230000.000	Life & Health Insurance	5,742			5,742	5,865	(123)
5240000.000	Workers Compensation	115			115	107	8
5400000.000	Telephone/Communiations	360			360	340	20
5450000.100	Insurance-Liability	1,649			1,649	1,825	(176)
5450000.210	Insurance-Property	310			310	386	(76)
5450000.300	Insurance-Vehicles	450			450	460	(10)
5460000.250	Repairs & Maintenance-Vehicles	900			900	692	208
5520000.000	Operating Supplies	200			200	0	200
5520000.205	Uniforms & Cleaning	250			250	250	0
5520000.210	Gasoline	600			600	691	(91)
5540000.200	Memberships	0			0	70	(70)
5550000.000	Education & Training	700			700	1,222	(522)
5630000.100	Accounting Software	1,396			1,396	1,000	396
5640000.100	Capital Acquisitions-Accounting & Permit	3,333			3,333	3,334	(1)

Total Dept 529-Code Enforcement

68,505

0

68,505

66,851

1,654

Dept 539-Public Works

Public Works

5120000.000	Regular Salaries	78,000	(9,000)	Unbudgeted departure public services director	69,000	67,793	1,207
5210000.000	Fica/Medicare	5,967			5,967	5,225	742
5220000.000	Florida Retirement System	5,421			5,421	4,638	783
5230000.000	Life & Health Insurance	7,830			7,830	7,591	239
5240000.000	Workman Compensation	4,187			4,187	3,907	280
5410000.100	Telephone Stipend & Other Communications	3,000			3,000	1,667	1,333
5430000.301	Electric-Village Hall	3,900			3,900	3,891	9
5430000.303	Electric-Public Works	3,000			3,000	2,618	382
5430000.304	Electric-Entrance Sign	225			225	211	14
5430000.305	Electric-Street Lights	400			400	0	400

ACCOUNT	DESCRIPTION	2013-14 AMENDED BUDGET	Final Budget Amendment		2013-2014 Revised Final Budget	YTD BALANCE 09/30/2014	VARIANCE
5430000.315	Water & Sewer	6,000			6,000	5,753	247
5440000.100	Leased Equipment	2,000			2,000	1,683	317
5450000.100	Insurance-Liability	10,620			10,620	11,652	(1,032)
5450000.210	Insurance-Property	2,500			2,500	3,079	(579)
5450000.300	Insurance-Vehicles	500			500	511	(11)
5460000.100	Repairs & Maintenance-Landscaping	24,000			24,000	26,058	(2,058)
5460000.160	Repairs & Maintenance-Log Cabin	4,000			4,000	2,950	1,050
5460000.200	Repairs & Maintenance-Equipment	10,500	(5,000)	Over budgeted Equipment Maintenance	5,500	4,457	1,043
5460000.275	Repairs & Maintenance-Buildings	3,000			3,000	3,885	(885)
5460000.300	Repairs & Maintenance-Sidewalks & Median	27,000			27,000	25,457	1,543
5520000.000	Miscellaneous Operating Supplies	2,900			2,900	2,987	(87)
5520000.205	Uniforms & Cleaning	500			500	1,057	(557)
5520000.210	Gasoline	1,400			1,400	400	1,000
5540000.200	Memberships	500			500	90	410
5550000.000	Education and Training	1,200			1,200	209	991
5640000.000	Capital Acquisitions-Equipment	4,000			4,000	3,734	266
Total Dept 539-Public Works		212,550	(14,000)		198,550	191,502	7,048

Dept 572-Parks and Recreation

Parks & Rec

5120000.000	Regular Salaries	68,863	(18,000)	Vacant position; reassignment of staff	50,863	50,490	373
5130000.100	Other Salaries & Wages-Part Time Salarie	26,584			26,584	22,369	4,215
5140000.000	Overtime	1,000			1,000	801	199
5210000.000	Fica/Medicare	7,378			7,378	5,617	1,761
5220000.000	Florida Retirement System	6,703			6,703	5,138	1,565
5230000.000	Life & Health Insurance	10,440			10,440	7,430	3,010
5240000.000	Workman Compensation	3,359			3,359	3,134	225
5340000.125	Contractual Services-Janitorial Services	3,500			3,500	2,580	920
5340000.900	Other Conctractual Services	0			0	721	(721)

ACCOUNT	DESCRIPTION	2013-14 AMENDED BUDGET	Final Budget Amendment		2013-2014 Revised Final Budget	YTD BALANCE 09/30/2014	VARIANCE
5400000.000	Telephone & other communiations	1,800			1,800	2,191	(391)
5410000.110	Telephone Stipend	0			0	40	(40)
5430000.120	Utilities-Recreation Center	5,400			5,400	7,088	(1,688)
5440000.100	Leased Equipment	750			750	641	109
5450000.100	Insurance-Vehicles	0			0	421	(421)
5450000.150	Liability Insurance	4,947			4,947	4,947	0
5450000.210	Insurance-Property	1,612			1,612	2,022	(410)
5450000.300	Insurance-Vehicles	1,000			1,000	601	399
5460000.100	Repairs & Maintenance-Landscaping	14,000			14,000	14,262	(262)
5460000.200	Repairs & Maintenance-Equipment	4,000			4,000	1,605	2,395
5460000.250	Repairs & Maintenance-Vehicles	2,300			2,300	368	1,932
5460000.275	Repairs & Maintenaince-Buildings	3,000	6,000	Unbudgeted Bathroom renovations (offset by sale of vehicle)	9,000	8,718	282
5460000.400	Repairs & Maintenaince-Irrigation	500			500	451	49
5490000.905	Concession Expenses	750			750	148	602
5490000.915	Miscellaneous Special Events	7,500			7,500	7,597	(97)
5520000.000	Miscellaneous Operating Supplies	1,000			1,000	648	352
5520000.205	Uniforms & Cleaning	800			800	613	187
5520000.210	Gasoline	1,650			1,650	1,259	391
5520000.215	Janitorial Supplies	1,000			1,000	0	1,000
5540000.200	Memberships	300			300	0	300
5550000.000	Education and Training	850			850	141	709
Total Dept 572-Parks and Recreation		180,986	(12,000)		168,986	152,040	16,946



Village of Biscayne Park Commission Agenda Report

Village Commission Meeting Date: November 6, 2014

Subject: Resolution 2014-80
Charter Review Advisory Board

Prepared By: Maria C. Camara

Sponsored By: Staff

Background

Ordinance 2012-08 was passed on September 11, 2012, creating the Charter Review Advisory Board for the purpose of studying the Charter of the Village of Biscayne Park in its entirety and to provide the Village Commission with a written report setting forth its recommendations as to any proposed amendments or revisions to the Village Charter. The Board would be comprised of seven (7) members (qualified electors of the Village), with each Commissioner selecting a member, and the remaining two (2) would be selected at large by a simple majority of the Commission.

Subsequently, Ordinance 2013-01 was passed on April 2, 2013, modifying the start date for the Board whereby selection of the Board members would take place 24 months prior to the next regularly scheduled election in November 2016.

Board member applications were provided to interested residents. Selection by the Commission is as follows:

- Mayor David Coviello selects Jenny Johnson-Sardella
- Vice Mayor Roxanna Ross selects Dan Keys

November 6, 2014

Commission Agenda Report

Resolution 2014-80

- Commissioner Bob Anderson selects Vicki Smith-Bilt
- Commissioner Fred Jonas selects Brian McNoldy
- Commissioner Barbara Watts selects David Goehl

Residents to be considered for the remaining two positions are:

- Chester Morris
- Ramon Irizarri
- Dale Blanton

Fiscal / Budget Impact

None

Recommendation

Selection of the remaining two board members, and approval of Resolution 2014-80

Attachments

- Resolution 2014-80
- Board Member Applications for:
 - Jenny Johnson-Sardella
 - Vicki Smith-Bilt
 - Brian McNoldy
 - David Goehl
 - Chester Morris
 - Ramon Irizarri
 - Dale Blanton
 - Dan Keys

1
2
3 **RESOLUTION NO. 2014-80**
4

5 **RESOLUTION OF THE VILLAGE**
6 **COMMISSION OF THE VILLAGE OF**
7 **BISCAYNE PARK, FLORIDA, RATIFYING**
8 **THE SELECTION AND APPOINTMENT OF**
9 **BOARD MEMBERS TO THE CHARTER**
10 **REVIEW ADVISORY BOARD; PROVIDING**
11 **FOR AN EFFECTIVE DATE**
12

13
14 WHEREAS on September 11, 2012, Ordinance 2012-08 was passed that created a
15 Charter Review Advisory Board composed of seven (7) qualified electors of the Village,
16 with each member of the Village Commission appointing one member and the remaining
17 two (2) would be appointed by the Village Commission by a simple majority vote; and
18

19
20 WHEREAS on April 2, 2013, Ordinance 2013-01 was passed modifying the start
21 date for the Charter Review Board, and that the Village Commission would select Board
22 members 24 months prior to the regularly scheduled election of November 2016; and
23

24
25 WHEREAS, Village residents interested in serving on the Charter Review Advisory
26 Board have submitted a board application; and
27

28
29 WHEREAS, following the process whereby board members for the Charter Review
30 Advisory Board are selected, the board members are as follows:
31

32 Charter Review Advisory Board:

- 33
34 1. Jenny Johnson-Sardella
35 2. Vicki Smith-Bilt
36 3. Brian McNoldy
37 4. David Goehl
38 5. Dan Keys
39 6. _____
40 7. _____
41

42
43
44
45 NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COMMISSION OF
46 THE VILLAGE OF BISCAYNE PARK, FLORIDA
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
53 **Section 2.** Consistent with the process outlined in the Village's Code of
54 Ordinances, members have been selected to serve on the Charter Review Advisory Board.

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Section 3. This Resolution shall become effective upon adoption.

PASSED AND ADOPTED this ____day of _____, 2014

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

David Coviello, Mayor

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

Attest:

Maria C. Camara, Village Clerk

Approved as to form:

John J. Hearn, Village Attorney



Village of Biscayne Park Charter Review Board Member Application

Last Name Blanton		First Name W. Dale		M.I.
Home Address 12025 Griffing Blvd		City Biscayne Park	State FL	Zip Code 33161
Home Telephone Number 305-891-1591		Cell Number 305-502-3253	Work Number 786-469-3434	
E-Mail Address TBlanton@Bellsouth.net			You must be a registered voter. Provide your voter registration number.	

List all Village Boards on which you are currently serving or have previously served. Please include dates.

Code Compliance 12+ yrs
Code Review - 4-5 yrs -

Educational qualification.

BS in Bus. Admin -
Paralegal certificate

List any related professional certifications and licenses which you hold.

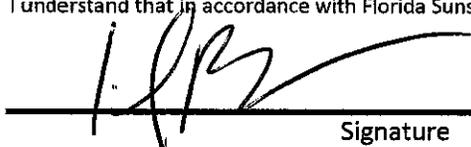
Give your present, or most recent employer, and position.

State Atty's Office / CSB ; Supervisor III

Describe experiences, skills or knowledge which qualify you to serve on this board. (Please feel free to attach a brief resume.)

1) Serving on Code Review Board - reviewing current code, as well as, other code on nearby cities - ~~state~~ state
2) State Atty's Office - Working w/ court orders, ~~state~~ state
revising legal case, work with Attorneys + et. officials -
3) Working with Public - active listening + resulting in a well thought

I understand that in accordance with Florida Sunshine Law, this information becomes public and may be subject to public review. **conclude.**



 Signature

10/29/14

 Date

CHARTER REVIEW BOARD

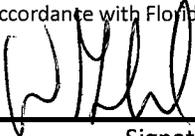
The Board shall commence its proceedings within forty five (45) calendar days after appointment by the Commission (December 22, 2014)

2-35. Charter Review Advisory Board.

(1) *Purpose.* The Charter Review Advisory Board shall study the Charter of the Village of Biscayne Park in its entirety and provide the Village Commission with a written report setting forth its recommendations as to any proposed amendments or revisions to the Village Charter.



Village of Biscayne Park
Charter Review Board Member Application

Last Name GOEHL		First Name DAVID		M.I.	
Home Address 11625 NE 7th Ave		City Biscayne Park	State FL	Zip Code 33161	
Home Telephone Number (305) 899-9288		Cell Number (305) 772-3415		Work Number (305) 827-9125	
E-Mail Address davegoehl@gmail.com				You must be a registered voter. Provide your voter registration number. 109303939	
List all Village Boards on which you are currently serving or have previously served. Please include dates. Served on Board that drafted current charter, I do not recall dates. of this Board.					
Educational qualification. B.S. History/Political Science (Barry University) J.D. Law (University of Miami School of Law)					
List any related professional certifications and licenses which you hold. Florida Bar license					
Give your present, or most recent employer, and position. Martinez Roman Goehl, P.A.					
Describe experiences, skills or knowledge which qualify you to serve on this board. (Please feel free to attach a brief resume.) I served as a commissioner for two terms, from 2000-2006. I also served on Board that drafted current charter.					
I understand that in accordance with Florida Sunshine Law, this information becomes public and may be subject to public review.					
 _____ Signature			10/30/14 _____ Date		
CHARTER REVIEW BOARD					
<i>The Board shall commence its proceedings within forty five (45) calendar days after appointment by the Commission (December 22, 2014)</i>					
2-35. Charter Review Advisory Board.					
(1) Purpose. The Charter Review Advisory Board shall study the Charter of the Village of Biscayne Park in its entirety and provide the Village Commission with a written report setting forth its recommendations as to any proposed amendments or revisions to the Village Charter.					



Village of Biscayne Park Charter Review Board Member Application

Last Name <i>IRIZARRI</i>		First Name <i>RAMON</i>		M.I.
Home Address <i>750 NE 117 STREET</i>		City <i>Biscayne Park</i>	State <i>FL</i>	Zip Code <i>33161</i>
Home Telephone Number <i>305-892-2320</i>		Cell Number <i>305-308-4559</i>	Work Number <i>USE CELL</i>	
E-Mail Address <i>vay@irizarri-gersten.com</i>			You must be a registered voter. Provide your voter registration number. <i>109275598</i>	

List all Village Boards on which you are currently serving or have previously served. Please include dates.
PLANNING & ZONING - DON'T REMEMBER DATES SERVED.

Educational qualification.
JURIS DOCTOR (J.D.)

List any related professional certifications and licenses which you hold.
SEE RESUME, ATTACHED.

Give your present, or most recent employer, and position.
SELF-EMPLOYED / ATTORNEY

Describe experiences, skills or knowledge which qualify you to serve on this board. (Please feel free to attach a brief resume.)
SEE RESUME, ATTACHED.

I understand that in accordance with Florida Sunshine Law, this information becomes public and may be subject to public review.

[Handwritten Signature]

Signature

12/28/14

Date

CHARTER REVIEW BOARD

The Board shall commence its proceedings within forty five (45) calendar days after appointment by the Commission (December 22, 2014)

2-35. Charter Review Advisory Board.

(1) *Purpose.* The Charter Review Advisory Board shall study the Charter of the Village of Biscayne Park in its entirety and provide the Village Commission with a written report setting forth its recommendations as to any proposed amendments or revisions to the Village Charter.

RAMON IRIZARRI
12550 Biscayne Boulevard, Suite 800
North Miami, Florida 33181
Telephone: (305) 981-1606
Cell: (305) 308-4559
Email: iandg@bellsouth.net

RESUMÉ

EDUCATION:

Juris Doctor	St. Johns School of Law (1973) New York
Graduate Studies	Education, Administration and Supervision St. Johns University School of Education Education, Administration and Supervision City College of the City of New York
Bachelor of Arts	History, Minor in Political Science Long Island University (1969)

BAR MEMBERSHIPS:

The Florida Bar (1980)
Bar of the State of New York (1974)
United States District Court for the Southern District of Florida (1992)
United States District Court for the Southern District of New York (1979)
United States District Court for the Eastern District of New York (1979)

EMPLOYMENT:

7/1995-Present	Irizarri & Gersten Private practice Miami, Florida Practice primarily devoted to civil litigation, workers' compensation, and labor law. Experienced litigation attorney, which includes assessment of client's monetary exposure, value of the case, case strategy, depositions and other discovery, motions, mediation, and trial.
1998-2009	City Attorney City of Sweetwater, Florida Represented the city in all aspects of government law and issues, including Sweetwater's trial work, while maintaining my own law firm.
5/1990-7/1995	Senior Assistant City Attorney City of Miami, Florida Areas of practice: labor relations and employment, pension issues, workers' compensation, legislation, and election issues. Practice

included arbitrations, administrative hearings, workers' compensation trial work, and appeals.

8/1985-5/1990

Ramon Irizarri, Esq.
Private general practice
Miami, Florida

Practice primarily devoted to civil litigation (commercial, matrimonial, and personal injury). Other areas included probate, real estate, workers' compensation, and appellate practice.

1/1982-7/1985

Rock & Rock
Private general practice
New York, New York

1982

The firm of Smoller & Irizarri joined the firm of Rock & Rock. At Rock & Rock, I handled cases in the following areas of practice: administrative law, commercial civil litigation, probate, labor law, real estate, appellate practice.

9/1980-9/1982

Smoller & Irizarri
Private general practice
New York, New York

I was general counsel to two school districts in New York City, and I was Labor Counsel to Dr. Martin Luther King, Jr., Health Center, Bronx, New York. Other areas of my practice were commercial civil litigation, labor law, administrative law, and real estate.

9/1978-1/1980

Attorney
New York City Board of Education
Office of Labor Relations and Collective Bargaining

The office negotiated labor agreements and ensured their implementation for approximately 92,000 employees, who were covered by 32 separate contracts. I handled hearings before the Public Employees' Relations Board (PERB), disciplinary hearings, and arbitrations involving labor agreement interpretation and implementation. I also negotiated the collective bargaining agreement for a unit of approximately 15,000 employees.

1/1974-9/1978

Director of Bilingual Studies
Community School District 9
Bronx, New York

I supervised the largest bilingual program in the State of New York, for the Superintendent of School District 9. The program had 10,000 students enrolled and a staff of approximately 350 teachers and other personnel. I administered grants, coordinated budgetary compliance with state and federal requirements, hired personnel, and ensured that the program's objectives were accomplished. I also consolidated programs at different educational levels into one uniform program for the whole school district.

1973-1974 Coordinator of Bilingual Studies for Junior High Schools
Community School District 9
Bronx, New York
I administered the bilingual program for 6 junior high schools,
and supervised approximately 40 professionals.

1969-1973 Teacher, Social Studies
Junior High School 22
Community School District 9
Bronx, New York

PART-TIME EMPLOYMENT:

1976-1984 Adjunct Professor
Department of Business Administration
Mercy College
Dobbs Ferry, New York

1977 Adjunct Professor
Graduate School of Education
City College of the City of New York
New York, New York

PROFESSIONAL AFILIATIONS:

The Florida Bar
The New York Bar

REFERENCES:

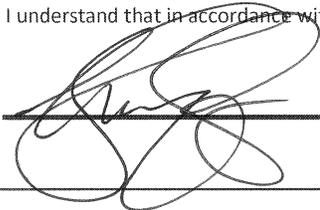
The Honorable David M. Gersten
Bilzen, Sunberg, Baena, Price & Axelrod
1450 Brickell Avenue, 23rd Floor
Miami, Florida 33131

The Honorable Leon Firtel
175 NW 1st Avenue, Suite 2128
Miami, Florida 33131

Jose Villalobos, Esquire
Akerman Senterfitt
1 SE 3rd Avenue
Miami, Florida 33131-1700



**Village of Biscayne Park
Charter Review Board Member Application**

Last Name <i>Johnson-Sardella</i>		First Name <i>Jenny</i>		M.I.
Home Address <i>771 NE 116th Street</i>		City <i>Biscayne Park</i>	State <i>FL</i>	Zip Code <i>33161</i>
Home Telephone Number <i>347-623-1684</i>		Cell Number	Work Number <i>305-629-8816</i>	
E-Mail Address <i>jsardella@htwlaw.com</i>			You must be a registered voter. Provide your voter registration number. <i>110153818</i>	
List all Village Boards on which you are currently serving or have previously served. Please include dates. <i>Code Compliance Board</i>				
Educational qualification. <i>New York University, B.A. Brooklyn Law School, J.D. University of Miami, School of Law, L.L.M.</i>				
List any related professional certifications and licenses which you hold. <i>Barred in New York, Florida and Washington, D.C.</i>				
Give your present, or most recent employer, and position. <i>Hunter Taubman Weiss LLP - Partner</i>				
Describe experiences, skills or knowledge which qualify you to serve on this board. (Please feel free to attach a brief resume.) <i>Resume Attached</i>				
I understand that in accordance with Florida Sunshine Law, this information becomes public and may be subject to public review.				
 Signature			<i>10/24/14</i> Date	
CHARTER REVIEW BOARD				
<i>The Board shall commence its proceedings within forty five (45) calendar days after appointment by the Commission (December 22, 2014)</i>				
2-35. Charter Review Advisory Board.				
(1) <i>Purpose.</i> The Charter Review Advisory Board shall study the Charter of the Village of Biscayne Park in its entirety and provide the Village Commission with a written report setting forth its recommendations as to any proposed amendments or revisions to the Village Charter.				

JENNY JOHNSON-SARDELLA, ESQ.

771 NE 116th Street, Biscayne Park, Florida 33161 ▪ (305) 285-9239 ▪ email: jsardella@htwlaw.com

EXPERIENCE

Hunter Taubman Weiss LLP, Coral Gables, Florida

Partner

March 2006 to Present

Provide trial support in U.S. Securities and Exchange Commission defense cases; build and argue FINRA arbitration cases involving customer disputes; review trademark searches; prepare and file trademark applications; prepare written arguments in response to USPTO office actions; negotiate trademark and software licensing agreements; work foreclosure defense cases; negotiate with lenders regarding loan modifications; draft and negotiate commercial real estate purchase sale agreements, bankruptcy asset purchase and sale agreements, and commercial and residential lease agreements.

Stearns, Weaver, Miller, Weissler, Alhadeff & Sitterson, P.A., Miami, Florida

Contract Attorney

February 2005 to February 2006

Reviewed and revised loan documents, including construction loan agreements, bridge notes, and deeds of trust; prepared memoranda on documentary stamp tax and mortgage modification issues; drafted security agreements and letters of credit; reviewed and revised loan documents in tax credit transactions; wrote condominium documents, including prospectus and declarations of condominium; wrote lease abstractions; prepared memoranda on issues concerning various condominium structures.

Mombach, Boyle and Hardin, P.A., Fort Lauderdale, Florida

Attorney Intern

September 2004 to December 2004

Reviewed documents relating to commercial real estate transactions, including loan agreements, leases, permits and purchase and sale agreements; prepared legal memoranda on issues concerning commercial tenant's rights and obligations and contractors' warranty obligations; researched a variety of tenancy issues.

Law Offices of Mark E. Feinberg, Brooklyn, New York

Law Associate

August 2002 to August 2003

Negotiated discovery, argued motions, and conducted legal research; attended preliminary conferences, depositions, motion hearings and site investigations; prepared pleadings, appellate briefs, legal memoranda, and letters to clients; reviewed deposition transcripts, medical reports, accident reports, engineer reports, contracts, leases, and case files.

Kings County District Attorney, Brooklyn, New York

Assistant District Attorney

September 2001 to August 2002

Conducted hearings and trials; interviewed witnesses and victims and interacted with various law enforcement agencies; reviewed and analyzed cases and evidence; drafted accusatory instruments, and coordinated plea offers with defendants.

BAR ADMISSIONS

Florida
New York
District of Columbia

EDUCATION

University of Miami School of Law, Miami, Florida

Real Property Development, LL.M., May 2005

Brooklyn Law School, Brooklyn, New York

Juris Doctor, June 2001

New York University, New York, New York

Bachelor of Arts in Philosophy, May 1997



Village of Biscayne Park Board Member Application

Last Name Keys		First Name Daniel		M.I. B
Home Address 1107 NE 118 Street		City Biscayne Park	State FL	Zip Code 33161
Principal Business Address		City	State	Zip Code
Home Telephone Number 305-895-9920		Cell Number 305-733-0063		Work Number
E-Mail Address FLDK@AOL.com			Are you a registered voter? Yes or No Yes	

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.

Charter Review

List all Village Boards on which you are currently serving or have previously served. Please include dates.

Parks & Pathways (Previously Median Review) since inception / Former Village Recreation Director
Code Review Board / Village Commission 1984-1994

Educational qualification.

BS Agriculture

List any related professional certifications and licenses which you hold.

Give your present, or most recent employer, and position.

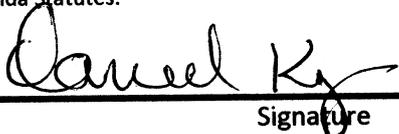
City of Coral Gables - Public Service Director (Solid Waste & Landscaping Services) 25 years
Prior - City of Miami Beach Parks Superintendent 6 years

Describe experiences, skills or knowledge which qualify you to serve on this board. (Please feel free to attach a brief resume.)

As a former Village employee, Village Commission (18 years) I gained much experience relative to our Village. Combined 31 years of municipal government employee in a management position has given me further insight into to operation of municipal government. Resident for 46 years giving me a historical perspective. Served on the original Charter review Committee that presented the new charter to the community for ratification.

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

10/29/14

 Date



Village of Biscayne Park Charter Review Board Member Application

Last Name McNoldy		First Name Brian		M.I. D
Home Address 1008 NE 116th St		City Biscayne Park	State FL	Zip Code 33161
Home Telephone Number	Cell Number 970 2195126		Work Number 3054214272	
E-Mail Address brian.mcnoldy@gmail.com			You must be a registered voter. Provide your voter registration number. 119540889	
List all Village Boards on which you are currently serving or have previously served. Please include dates. N/A				
Educational qualification. B.A. in physics, astronomy (Lycoming College, 1998) M.S. in atmospheric science (Colorado State Univ., 2001)				
List any related professional certifications and licenses which you hold. N/A				
Give your present, or most recent employer, and position. University of Miami, Senior Research Associate				
Describe experiences, skills or knowledge which qualify you to serve on this board. (Please feel free to attach a brief resume.) New resident (since Feb 2012) with fresh perspective on the village and a desire to see it improve. Analytic and detail-oriented.				
I understand that in accordance with Florida Sunshine Law, this information becomes public and may be subject to public review.				
 Signature			10/13/14 Date	
CHARTER REVIEW BOARD				
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**Village of Biscayne Park
Charter Review Board Member Application**

Last Name <i>Morris</i>		First Name <i>Chester</i>		M.I. <i>H.</i>
Home Address <i>734 NE 119th St.</i>		City Biscayne Park	State FL	Zip Code 33161
Home Telephone Number <i>305-895-1103</i>		Cell Number _____	Work Number _____	
E-Mail Address <i>Morris CSM@AOL.COM</i>			You must be a registered voter. Provide your voter registration number. <i>108955523</i>	

List all Village Boards on which you are currently serving or have previously served. Please include dates.
*Charter Review (original)
Commissioner 2005-2009*

Educational qualification.
*B.S degree
MD degree*

List any related professional certifications and licenses which you hold.
*MD license
American College of OB GYN (senior member)
AMHA (senior member)
American College Surgeons (senior member)*

Give your present, or most recent employer, and position.
owned own gyn. practice

Describe experiences, skills or knowledge which qualify you to serve on this board. (Please feel free to attach a brief resume.)
Was on the original committee that wrote the present Charter

I understand that in accordance with Florida Sunshine Law, this information becomes public and may be subject to public review.

Chester Morris, M.D.

Signature

10/27/14

Date

CHARTER REVIEW BOARD

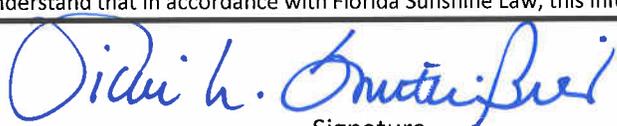
The Board shall commence its proceedings within forty five (45) calendar days after appointment by the Commission (December 22, 2014)

2-35. Charter Review Advisory Board.

(1) Purpose. The Charter Review Advisory Board shall study the Charter of the Village of Biscayne Park in its entirety and provide the Village Commission with a written report setting forth its recommendations as to any proposed amendments or revisions to the Village Charter.



Village of Biscayne Park Charter Review Board Member Application

Last Name Smith-Bilt		First Name Vicki		M.I. L.
Home Address 450 NE 121 Street		City Biscayne Park	State FL	Zip Code 33161
Home Telephone Number 305.893.5736		Cell Number 305.803.3198	Work Number 305.579.0765	
E-Mail Address Vicki.SmithBilt@gmail.com			You must be a registered voter. Provide your voter registration number. I am a registered voter; I do not know my number.	
List all Village Boards on which you are currently serving or have previously served. Please include dates. Charter Review Committee #1 Charter Review Committee #2 I do not recall years.				
Educational qualification. BS, Business Administration; MBA.				
List any related professional certifications and licenses which you hold. Certifications: SPHR (Senior Professional in Human Resources; HRCI; since 1999) CLM (Certified Legal Manager; ALA; since 2000)				
Give your present, or most recent employer, and position. Greenberg Traurig, PA; Business Director				
Describe experiences, skills or knowledge which qualify you to serve on this board. (Please feel free to attach a brief resume.) My previous Charter Review Committee experience, expertise, and historical knowledge, as well as my management and collaboration skills and experience qualify me to serve on this board. As a previous Charter Review Committee member, I feel a personal responsibility to ensure the Village has the best possible Charter now and in the future.				
<p>I understand that in accordance with Florida Sunshine Law, this information becomes public and may be subject to public review.</p> <div style="display: flex; justify-content: space-between; align-items: center;"> <div style="text-align: center;">  <p>Signature</p> </div> <div style="text-align: center;"> <p>10.16.14</p> <p>Date</p> </div> </div>				

CHARTER REVIEW BOARD

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2-35. Charter Review Advisory Board.

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Vicki L. Smith-Bilt, SPHR, CLM

450 Northeast 121 Street • Biscayne Park, Florida 33161 • 305.803.3198 • vsmithbilt@aol.com

Summary

Accomplished senior executive with more than 25 years of experience in high-level and complex operations management, primarily in large law firms with global operations. Certified Legal Manager (CLM) and certified Senior Professional in Human Resources (SPHR) with significant expertise in management of business functions and overall operations, including strategic and tactical planning, finance, human resources, technology, business continuity, and facilities.

Skills & Accomplishments

- Achieved significant operational efficiencies through improved workflow processes and strategic staffing metrics.
- Highly-skilled in space planning and design, construction and relocation.
- Strong contributor to business continuity planning and systems design, including leadership of emergency preparedness team.

Professional Experience

Greenberg Traurig, P.A.; Miami, Florida

2007-Present

Business Director

Managed all business operations for founding office of 1,800-lawyer global law firm, including strategic planning, finance (accounting, revenue management and budgeting), human resources, records management, marketing, technology, facilities, business continuity and emergency preparedness.

- Planned and executed 160,000 square foot relocation into LEED-certified new construction in CBD, gaining space efficiencies to less than 130,000 square feet.

Shook, Hardy & Bacon L.L.P.; Miami, Florida

1998-2007

Office Administrator

Managed all local business operations of global law firm with 600 lawyers, including finance and budgeting, human resources, facilities, information technology, practice support, records management and marketing.

- Managed successful acquisition of 30-person law firm in 2001, resulting in 75,000 square foot remodel of existing and acquired space.

Saint Thomas University; Miami, Florida

1997-1998

Director of Human Resources

Directed all human resources activities for small private university and law school with 350 employees, including budgeting, legal issues, employee relations, job design,

training, recruitment and orientation, benefits administration, payroll administration, and telecommunications.

- Chair of implementation team for HRIS.

Morgan, Lewis & Bockius LLP; Miami, Florida 1995-1997
Human Resources Manager

Managed all local human resources activities in a large, global law firm, including recruitment and orientation, staffing and workflow, performance evaluation, employee relations, benefits administration, payroll administration, Affirmative Action Plan. Developed staffing policies in response to industry changes.

- Planned, implemented and managed change in workweek hours.

Stuzin & Camner, P.A.; Miami, Florida 1994-1995
Personnel Manager

Managed all human resources activities including recruitment, staffing, benefits administration, compensation, performance evaluation, payroll administration and employee relations.

- Implemented 401(k) plan.

Paul, Landy, Beiley & Harper, P.A.; Miami, Florida 1988-1994
Human Resources Manager/Director of Office Services

Managed all human resources activities for staff of 50-lawyer law firm, including recruitment, staffing, compensation, performance evaluation, payroll administration, as well as office services, technology and facilities. Implemented technology conversion (hardware and software).

- Key member of closing team after firm ceased operations.

Education

2000 Certification for Certified Legal Manager (CLM)
1999 Certification for Senior Professional in Human Resources (SPHR)
1996 Certification for Professional in Human Resources (PHR)
1996 Barry University, Miami Shores, Florida: Human Resources Certificate
1993 Nova University (n/k/a Nova Southeastern University), Fort Lauderdale, Florida: Master of Business Administration, Management (4.0 GPA). Bachelor of Science, Management (1992).

Professional Accomplishments

Association of Legal Administrators:

2014-2015 President, South Florida Chapter
2013-2014 President-Elect, South Florida Chapter
2005-2010 Certified Legal Manager (CLM) Certification Committee
2007-2009 Regional Officer
1999-2007 Officer/Director, South Florida Chapter



Village of Biscayne Park Commission Agenda Report

Village Commission Meeting Date: November 6, 2014

Subject: Code Review Board Proposed
Changes - Chapter 5

Prepared By: Gage Hartung, Chair Code Review
Board; Maria Camara, Village Clerk

Sponsored By: Village Board

Background

The Code Review Board has completed its review of Chapter 5 of the Village's Land Development Code. The proposed changes are provided for the Village's review.

This item was discussed at the October 7, 2014, commission meeting. The Commission requested the following for further discussion:

- Previously drafted language from 2012 pertaining to the maintenance of lots and public rights-of-way
- Minutes from the joint meetings of the Code Review Board and Parks & Parkway Advisory Board in 2013
- Cost projections if the Village were to trim and maintain the trees in the swales and for removal of same

Fiscal / Budget Impact

N/A

November 6, 2014

Commission Agenda Report

Proposed Changes to Chapter 5

Recommendation

To direct staff to draft an ordinance for first and second reading incorporating the proposed changes.

Attachments

- Proposed changes to Chapter 5
- Drafted language from 2012 on maintenance of lots and public rights-of-way
- Minutes from the joint meetings of the Code Review Board and Parks & Parkway Advisory Boards
- Cost projections

CHAPTER 5. TRANSPORTATION (As amended as of August 2014)

5.1. General provisions.

5.1.1 *Purpose.* This chapter establishes minimum requirements applicable to the transportation system, including public and private streets, bikeways, pedestrian ways, parking, and access control from public streets. The standards in this chapter are intended to minimize the traffic impacts of development, and to assure that all developments adequately and safely provide for the storage and movement of vehicles with good engineering and development design practices.

5.1.2 *Compliance with technical construction standards manual.* All required elements of the transportation system shall be provided in compliance with the engineering design and construction standards of the Public Works Manual, **Metro-Miami-Dade County**

5.2. Streets.

5.2.1 *Street classification system established.* Streets in the village are classified and mapped according to function served in order to allow for regulation of access and appropriate design and construction standards. Streets dedicated to the village and private streets are classified in a street hierarchy system with design tailored to function. The street hierarchy system shall be defined by road function and average daily traffic (ADT), calculated by trip generation rates prepared by the Institute of Transportation Engineers. The following street hierarchy is established: Residential, collector, and arterial. Each street type is divided into subcategories.

5.2.2 *Residential streets (local roads).* Residential streets are primarily suited to providing direct access to residential development and are designed to minimize unnecessary and/or speeding traffic. Each residential street shall meet the minimum standards for one (1) of the following street types:

(a) *Residential access street.* This is the lowest order street in the hierarchy. A residential access street is a frontage street which provides direct access to abutting properties and should not carry more traffic than is generated on the street itself. Residential access streets may take access from any higher order street type. Both ends of a residential loop street must take access from a single higher order street. Residential access streets shall have a maximum ADT of five hundred (500). Loop streets shall have a maximum of four hundred (400). Cul-de-sacs shall have a maximum ADT of two hundred (200).

(b) *Residential subcollector street.* This is the middle order street in the residential street hierarchy. It will collect traffic from residential access streets and provide direct access to abutting properties. Residential subcollector streets may take access from any higher order street type and may give access to residential access streets and may provide direct access to nonresidential uses. Residential subcollector streets shall have a maximum ADT of one thousand (1,000).

(c) *Residential collector street.* This is the highest order street that can be classified as residential. It will collect traffic from residential access and subcollector streets and may provide direct access to nonresidential uses. Residential collector streets shall have a maximum ADT of two thousand (2,000).

5.2.3 *Collector roads (county collectors)*. Collector roads connect lower order streets to other collector streets and to arterial streets, provide access to nonresidential uses, and serve through traffic. Collector streets shall have an average daily traffic volume of no greater than seven thousand (7,000).

5.2.4 *Arterial roads (state minor arterials)*. There are three (3) types of arterial roads, minor, major, and freeways but there is only a minor type in the village. The minor arterial links community districts to regional and state highways and may give access to any lower order street type.

5.2.5 *Special purpose roadways*.

(a) *Alley*. Alleys are not considered part of the street hierarchy system as they are generally unpaved thoroughfares for the purpose of service to adjacent properties.

(b) *Divided streets*. Divided streets are for the purpose of protecting environmental features or avoiding excessive grading. In such a case, the standards shall be applied to the aggregate dimensions of the two (2) street segments.

5.2.6 *Future traffic circulation map*. The future traffic circulation map and any amendments thereto, adopted by the village as part of the comprehensive plan (Map 3.4), is hereby made a part of this code. Roadways within the village are either designated in the future traffic circulation map or may be classified according to function, design, and use by the village upon request. The map shall be the basis for all decisions regarding required road improvements or access.

5.3. Rights-of-way.

5.3.1 *Right-of-way widths*. The right-of-way shall be measured from lot line to lot line.

5.3.2 *Protection and use of rights-of-way*.

(a) No encroachment shall be permitted into existing rights-of-way, except for temporary use authorized by the village.

(b) Use of the right-of-way for public or private utilities, including, but not limited to, potable water, telephone wires, cable television wires, gas lines, sanitary sewer, or electricity transmission, shall be allowed subject to the placement specifications in the Public Works Manual, Metro-Dade County, and other applicable county regulations.

(c) All vehicles of any type parked on any street, alley, or public right-of-way in the Village of Biscayne Park shall have at all times attached a current license plate.

(d) Sidewalks and bicycle ways shall be placed within the right-of-way.

5.3.3 *Parking of trucks, etc., prohibited in the right-of-way*.

(a) It shall be unlawful to park or cause to be parked upon any public street or in the public right-of-way in the village any truck, trailer, semitrailer, bus (public or private owned) except while loading or unloading or when such vehicle is parked in connection with and in the aid of the performance of a service to or on the property being serviced.

(b) Nothing herein contained shall be deemed to prohibit the parking of one (1) truck in front of any one property not exceeding three-fourths ton net weight that contains no lettering or advertising and is owned or leased by the occupant of the property, when it is proven to be physically impossible to park it off of the public right-of-way.

(c) It shall be unlawful to park or store any boat, boat trailer, air boat, any self-propelled or nonself-propelled mobile home, motor home or camper upon any public street or in the public right-of-way in the village.

Cross references: Truck overnight parking permit, § 16.11.

~~5.3.4 Objects in the right-of-way.~~

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

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

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

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

5.3.4 Landscaping and objects in the swale area of the right-of-way.

(a) *Use of the swale area of the right of way:* The swale area of the Village's right-of-way is public property. All objects and landscaping, with the exception of mailboxes, shall be considered the property of the Village whether existing at the time of the enactment of this ordinance or thereafter. No object or landscaping shall be allowed in the swale except as provided for in this section, with the exception of mailboxes.

(b) *Minimum standard:* Grass coverage that is well maintained shall be provided in the swale unless other plant materials or approved driveway surfaces are installed in accordance with this section.

(c) *Markers:* Only dome type markers may be placed within the swale provided that they are placed not closer than eighteen (18) inches to the nearest edge of the paved surface of the designated roadway. All markers must be at least (24) inches apart. Markers placed in the swale shall not exceed twelve (12) inches in diameter nor be more than six (6) inches in height and shall be white in color.

(d) *Mailboxes:* May be located within the swale provided that they are placed not closer than five (5) feet to the nearest edge of the paved surface of the designated roadway. Non conforming mailboxes shall have one (1) year from date of enactment of this ordinance to come into compliance.

(e) *Restrictions on the placement of landscaping in the swale:* Landscaping in the swale shall conform to the following restrictions:

(i) *Clear Zone:* An area five (5) feet wide, parallel with and immediately adjacent to the edge of the paved road shall be maintained as a clear zone. No plant material other than grass is permitted in the clear zone. Approved Driveway Surface is also permitted within the clear zone in accordance with Section 5.6.8

(ii) *Low Zone:* Between five (5) feet and eight (8) feet from the edge of pavement plant materials not exceeding three (3) feet in height at maturity will be permitted such that they do not intrude in any way into the clear zone.

(iii) *High Zone*: The area that is more than eight (8) feet from the edge of pavement is considered the high zone. Plant materials of unlimited height shall be permitted such that they do not intrude in any way into the low zone at a height lower than eight (8) feet.

(iv) Nothing shall be erected, placed, parked, planted or allowed to grow in such a manner that it would restrict visibility above a height of three (3) feet above grade, measured at the centerline of the intersection within the area of the visibility triangles (Section 5.4.1).

(v) *Installation of trees in the swale*: The installation of trees within the swale shall require a permit from the Village. A dimensional plan and indication of the proposed species, grade and size of the proposed tree(s) shall be submitted. Trees installed in the public right-of-way without a permit shall be subject to immediate removal after a thirty (30) day written notice to the property owner.

(vi) *Mulch*: Organic mulch shall be permitted with the exception of cypress and red mulch if made from recycled wood.

(e) Visitor and temporary service vehicle parking: Each property shall provide a clear area, free of plant material with the exception of grass or an approved driveway surface in accordance with Section 5.6.8, a minimum of eight (8) feet wide parallel to the edge of pavement and twenty (20) feet long for visitor and service vehicle parking where the width of the lot and existing paved parking allows. ~~This space is not to be considered as a permanent parking space for residents of the property or contribute to the required parking within the property line of the residence.~~

(f) A combination of paving and sodding of rights-of-way shall be permitted provided the impervious section does not exceed forty (40) percent of the total area and such paved areas shall be kept on good condition.

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

(h) Removal of trees in the swale by the abutting property owner: Property owners must obtain a permit from Biscayne Park and Miami-Dade County to remove trees in the swale.

(i) Existing nonconforming plants and trees in the swale: Within one (1) year of the enactment of this code, properties owners shall remove plants, with the exception of trees, which violate the clear zone. Plant materials in the low zone may remain, but not be replaced when they die, nor will it be required to remove plants until they die in the low zone to provide for a temporary/visitor parking space.

(j) Property owner's responsibilities for maintenance: The property owner or resident living in the property shall be jointly and severally responsible for the maintenance of the Swale area contiguous to their property. Maintenance shall include but not be limited to

mowing the grass and performing general edging, weeding, trimming and cleanup activities. The landscaping and grass shall be maintained in good plant health. The landscaping shall be kept free of dead limbs and branches. No Swale landscaping shall be maintained in such manner as to constitute a nuisance.

(i) *Tree pruning*: Major pruning of trees in the swale shall only be performed by the Village, a qualified tree trimming company or an arborist.

5.3.5 *Vacation of rights-of-way*. Applications to vacate a right-of-way may be approved upon a finding that all the following requirements are met:

- (a) The requested vacation is consistent with the traffic circulation element of the village comprehensive plan.
- (b) The right-of-way does not provide the sole access to any property. Remaining access shall not be by easement.
- (c) The vacation would not imperil the current or future location of any utility.
- (d) The proposed vacation is not detrimental to the public interest, and provides a benefit to the village.

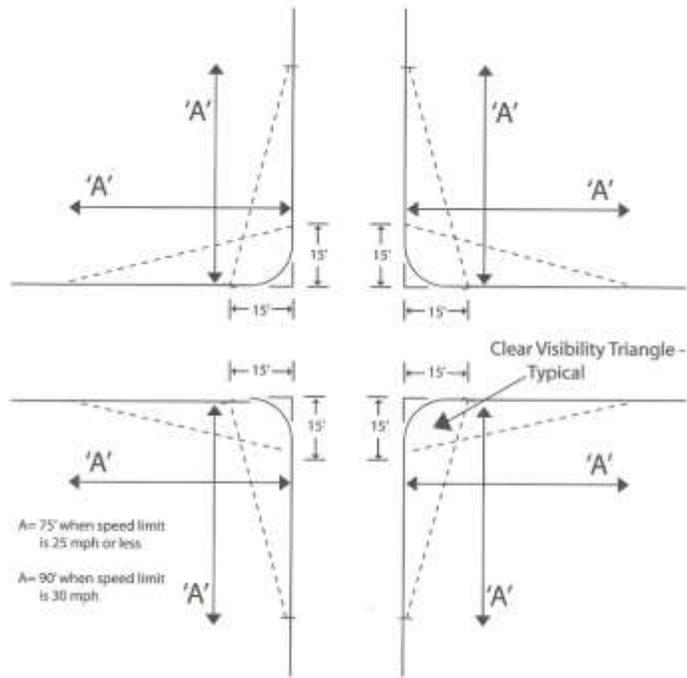
Cross references:Right-of-way permit, § 16-8.1; fees for right-of-way permits, § 17.5.1.

5.4. Street standards.

5.4.1 *Clear visibility triangle*. In order to provide a clear view of intersecting streets to the motorist, there shall be a triangular area of clear visibility formed by two (2) intersecting streets or the intersection of a driveway and a street. The following standards shall be met:

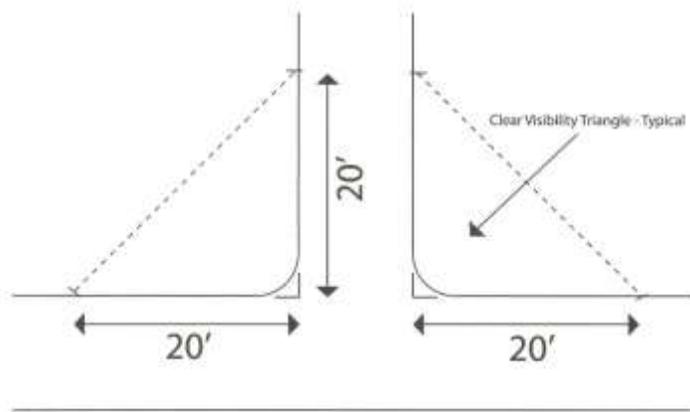
~~(a) For street intersections the clear visibility triangle shall be formed by a line along the street pavement edge fifteen (15) feet long from the street corner perpendicular, generally, to a second line of the street pavement edge of approaching traffic, connected by a third line that measures three (3) times the speed limit of the street.~~

(a) For street intersections the clear visibility triangle shall be formed by connecting points on the edge of each street and the intersection point. Beginning at point one, the intersection, point two shall be located Fifteen (15) feet from the intersection on one street and point three on the second street shall be located at a distance from the intersection, measured in feet equal to Three (3) times the streets speed limit. A line connecting the three points shall create the triangle. This triangle applies to both directions from the intersection. See Diagram 5.4.1 (a)



Clear Visibility Triangle at Road Intersections
Diagram 5.4.1(a)

- (b) For driveways two (2) clear visibility triangles shall be formed by connecting, in each case, a point on the edge of the street pavement and a point on the edge of the driveway, each to be located at a distance of twenty (20) feet from the intersection of the street and driveway lines, and a third line joining the two (2) points. See Diagram 5.4.1 (b)



Clear Visibility Triangle at Driveways
Diagram 5.4.1(b)

- (c) Nothing shall be erected, placed, parked, planted, or allowed to grow in such a manner so as to obstruct cross-visibility at a level between three (3)

feet and six (6) feet above the grade, measured at the centerline of the intersection. Trees or palms, however, having trunks and foliage trimmed in such a manner that no trunks or foliage extend into the cross-visibility area shall be allowed, provided they are so located so as not to create a traffic hazard.

5.5. Sidewalks and bikeways.

5.5.1 *Design and construction standards.* Design and construction of sidewalks, bikeways, or other footpaths shall conform to the requirements of the Public Works Manual, ~~Metro-Miami~~ Dade County, including provision for access by physically handicapped persons.

5.6. Off-street parking.

5.6.1 *Applicability.* Off-street parking facilities shall be provided for all development within the village pursuant to the requirements of this code. The facilities shall be maintained as long as the use exists that the facilities were designed to serve.

(a) all vehicles must be parked on a approved driveway surface.

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

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

TABLE INSET:

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:		
	2, 3 or more bedrooms	2 spaces/unit*	0.5 spaces/unit**
(b)	Recreation.		
	Parks, Clubs: determined by the planning board.		

(c)	Public assembly.		
	Church: 1 space/3 seats or 1 space/35 square feet of gross auditorium floor area		

* 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 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.

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.

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

(a) All driveways shall be of a uniform material and design including approach.

(b) All driveways shall be no closer than thirty (30) inches from side property line.

(c) Driveways shall only be constructed with the following materials; concrete, paver, brick, gravel, asphalt, cut stone or turf block.

(d) Gravel driveways shall be built with a permanent perimeter border and shall be a minimum of four (4) inches deep.

(e) Road rock shall not be used as a finished driveway material.

(f) No more than forty (40) percent of swale to be covered in impervious material.

5.6.9 Non conforming properties shall have one (1) year from date of enactment of this ordinance to come into compliance.

ORDINANCE NO. 2012-

**AN ORDINANCE OF THE VILLAGE COMMISSION OF THE
VILLAGE OF BISCAYNE PARK, FLORIDA, AMENDING
SECTION 8.4.1 OF THE VILLAGE OF BISCAYNE PARK CODE
OF ORDINANCES REGARDING THE MAINTENANCE OF LOTS
AND PUBLIC RIGHTS-OF-WAY; PROVIDING FOR
SEVERABILITY; PROVIDING FOR INCLUSION; PROVIDING
FOR CONFLICT; PROVIDING FOR AN EFFECTIVE DATE**

WHEREAS, the Village Commission and staff recognizes the need to clarify its Code of Ordinances concerning the duty of property owners to maintain the adjacent alleys, curbs, swale areas, and rights-of-way up to the edge of pavement on public streets; and

WHEREAS, those areas are enjoyed on a daily basis by the adjoining property owners and the cost to the Village for the maintenance of those areas would be prohibitive; and

WHEREAS, Village staff, as well as the Code Review Board, has provided suggested changes to the Village's Code of Ordinances pertaining to the maintenance of those areas; and

WHEREAS, the Village Commission deems it to be in the best interests of the citizens of Biscayne Park to amend the Village's Code of Ordinances in order to clarify the Code as it relates to the duty of property owners to maintain certain areas; now, therefore

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

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

Section 2. Section 8.4.1 of the Village of Biscayne Park Code of Ordinances is hereby amended to read as follows:

8.4.1 Lots and public rights-of-way.

(a) It shall be the duty and obligation of all ~~occupant-owners and occupant-lessees~~ of lots in the village to maintain their property in a clean, litter-free and mowed condition. In addition, property owners and lessees shall keep adjacent public property, including but not limited to sidewalks, grass strips, alleys up to and including the median point of the alley, curbs, swale areas, or rights-of-way up to the edge of pavement of any public street. ~~and keep in good condition their lots and the swale areas between the pavement edge and the property line which includes the sidewalk adjacent and contiguous to their lots.~~ The duty hereby imposed upon such ~~occupant-owners and occupant-lessees~~ shall not extend to any property other than that included within the lot lines of the property as projected to include the swale area.

(b) Maintenance shall include but not limited to: ~~Lots and public rights-of-way areas will be considered maintained if all the following requirements are met:~~

- (i) Property Areas must be kept free from any accumulation of debris, decayed vegetable matter, dead and/or dangerous trees, filth, rubbish, trash, discarded building materials, glass, or any other materials dangerous to the public health, safety and welfare.
- (ii) Property Areas must not be allowed to become overgrown with grass, weeds, or brush, and lawn and ground cover areas shall not exceed eight (8) inches in height.

(c) Swale areas which are not maintained in accordance with the provisions set forth in this section are hereby declared to be nuisances, detrimental and dangerous to the public health, safety, and welfare, in violation of this section and subject to penalties as set forth below:

- (i) The village shall cause notice to be given to the abutting owner or lessee that all debris, decayed vegetable matter, dead and/or dangerous trees, filth, rubbish, trash, discarded building materials, glass or any other dangerous materials must be removed from the swale areas. The notice shall state that if the abutting occupant-owner or occupant-lessee fails to

do so within thirty (30) days of the mailing of such notice, the same will be removed by the village and the entire cost thereof, plus ten percent (10%) or ten dollars (\$10.00), whichever is the greater amount for notice, inspection, and incidentals, will be assessed.

(ii) On the expiration of the time, the village shall then perform the necessary removal operations and shall assess the cost of said removal against the abutting property. Such assessment, if not paid, shall become a lien against the abutting property.

(iii) If any tree, shrub, or other obstruction on a swale area within the village creates an emergency situation involving a potential danger to the health, safety, and welfare of the community, the village shall perform removal operations immediately and the entire cost thereof shall be assessed to the abutting occupant-owner or abutting occupant-lessee

~~(c)~~ (d) A combination of paving and sodding of lots and rights-of-way area shall be permitted provided the impervious section does not exceed forty (40) percent of the total area and such paved areas shall be kept in good condition.

~~(d)~~ (e) None of the above standards shall be construed to preclude property owners from landscaping with approved trees or other permitted materials in the public right-of-way area.

Section 3. Severability. Should any section, provision, paragraph, sentence, clause or word of this Ordinance or portion hereof be held or declared by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall be considered as eliminated and shall not affect the validity of the remaining portions or applications of this Ordinance.

Section 4. Codification. It is the intention of the Village Commission of the Village of Biscayne Park, that the provisions of this Ordinance shall become and made a part of the Code of Ordinances of the Village of Biscayne Park, Florida, and that the Sections of this Ordinance may be renumbered, re-lettered and the word "Ordinance" may be changed to "Section," "Article" or other word or phrase in order to accomplish such intention.

Section 5. Conflicts. That all Ordinances or parts of Ordinances, Resolutions or parts thereof in conflict herewith, be and the same are hereby repealed to the extent of such conflict.

Section 6. Effective Date. This Ordinance shall become effective immediately upon its passage and adoption.

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

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

Mayor Noah Jacobs

Attest:

Maria Camara, Village Clerk

Mayor Noah Jacobs _____
Vice Mayor Barbara Watts _____
Commissioner Bob Anderson _____
Commissioner Bryan Cooper _____
Commissioner Roxanna Ross _____

Approved as to form:

John J. Hearn, Village Attorney



Village of Biscayne Park

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

Code Review Board
MEMBERS

Gage Hartung
Chairman

David Coviello
Vice Chairman

Dale Blanton
Judi Hamelberg
Gary Kuhl

MINUTES

JOINT MEETING CODE REVIEW BOARD & PARKS & PARKWAY ADVISORY BOARD Ed Burke Recreation Center 11400 NE 9th Court Wednesday, January 16, 2013- 6:30 pm.

Joint meeting with Path and Parkways Board

Call to Order 6:30 pm

Present: Gary Kuhl, Gage Hartung, Judi Hamelberg, David Coviello,
Dale Blanton

P&P: Danny Keys, Barbara Kuhl, Randy Wagoner, John Zoeller
Pamela Garman

Commissioner Anderson in audience.

Right of Way discussion:

-Restricting plants on median and Permits for trees.

-Nothing to be planted within 4 feet of roadway. Grass or approved driveway material only.
Walking zone

-From 4 feet to 7 feet, plants that cannot exceed 18" height, untrimmed

-Have enough space to park one car on swale per dwelling unit.

-A Minimum seven feet, at full growth, from the roadway for trees. Permit required for
planting of tree in right of way.

-Move all references of right of way into a specific section on right of way only.

-John Zoeller - Relationship of 8.3 and four to beautify your swale area.

- No votes taken.

- Code Review Board next meeting Feb 6, 2013. CRB will work on the code with the above
input.

- Code Review and Path and Parkways to have second joint meeting on Feb 20, 2013 to
review new language.

Adjourned 8:10



Village of Biscayne Park

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

Code Review Board
MEMBERS

Gage Hartung
Chairman

David Coviello
Vice Chairman

Carmen DeBernardi
Judi Hamelberg
Gary Kuhl

MINUTES

CODE REVIEW BOARD MEETING Ed Burke Recreation Center 11400 NE 9th Court Wednesday, March 20, 2013- 6:30 pm.

Joint meeting with Path and Parkways Board

Call to Order 6:30 pm

CRB Present: Gary Kuhl, Gage Hartung, Judi Hamelberg, David Coviello,
CRB Absent: Carmen DeBernardi (unexcused)

P&P: Danny Keys, Barbara Kuhl, Randy Wagoner

- Continued review of right of way.
- No votes taken.
- Code Review Board next meeting April 3, 2013. CRB will work on the code with the above input.
- Code Review and Path and Parkways to have another joint meeting on April 17, 2013 to review new language.

Adjourned 8:30



Village of Biscayne Park

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

Code Review Board
MEMBERS

Gage Hartung
Chairman

David Coviello
Vice Chairman

Dale Blanton
Carmen DeBernardi
Judi Hamelberg
Gary Kuhl

MINUTES

CODE REVIEW BOARD MEETING Ed Burke Recreation Center 11400 NE 9th Court Wednesday, April 17, 2013- 6:30 pm.

Joint meeting with Path and Parkways Board

Call to Order 6:30 pm

Present: Gary Kuhl, Gage Hartung, Judi Hamelberg, David Coviello,
Dale Blanton – Carmen DeBernardi Absent

P&P: Danny Keys, Barbara Kuhl, Randy Wagoner,

Review draft changes to 5.3.4 - Landscape and objects in the swale area of the right of way:

5.3.4 Landscaping and objects in the swale area of the right-of-way.

(a) Use of the swale area of the right of way: The swale area of the Village's right-of-way is public property. All objects and landscaping, with the exception of mailboxes, shall be considered the property of the Village whether existing at the time of the enactment of this ordinance or thereafter. No object or landscaping shall be allowed in the swale except as provided for in this section, with the exception of mailboxes.

(b) Minimum standard: Grass coverage shall be provided in the swale unless other plant materials or approved driveway surfaces are installed in accordance with this section.

(c) Markers: Only dome type markers may be placed within the swale provided that they are placed not closer than eighteen (18) inches to the nearest edge of the paved surface of the designated roadway. All markers must be at least (24) inches apart. Markers placed in the swale shall not exceed twelve (12) inches in diameter nor be more than six (6) inches in height and shall be white in color.

(d) Restrictions on the placement of landscaping in the swale: Landscaping in the swale shall conform to the following restrictions:

- **Clear Zone:** An area five (5) feet wide, parallel with and immediately adjacent to the edge of the paved road shall be maintained as a clear zone. No plant material other than grass is permitted in the clear zone. Approved Driveway Surface is also permitted within the clear zone in accordance with ~~xxxxx~~ Section 5.6.8

(ii) **Low Zone:** Between five (5) feet and eight (8) feet from the edge of pavement plant materials not exceeding three (3) feet in height at maturity will be permitted such that they do not intrude in any way into the clear zone.

(iii) *High Zone*: The area that is more than eight (8) feet from the edge of pavement is considered the high zone. Plant materials of unlimited height shall be permitted such that they do not intrude in any way into the low zone at a height lower than eight (8) feet.

(iv) Nothing shall be erected, placed, parked, planted or allowed to grow in such a manner that it would restrict visibility above a height of three (3) feet above grade, measured at the centerline of the intersection within the area of the visibility triangles (Section 5.4.1).

(v) *Installation of trees in the swale*: The installation of **trees** within the swale shall require a permit from the Village. A dimensional plan and indication of the proposed species, grade and size of the proposed tree(s) shall be submitted. Trees installed in the public right-of-way without a permit shall be subject to immediate removal after a thirty (30) **day** written notice to the property owner.

(vi) *Mulch*: Organic mulch shall be permitted with the exception of cypress and red mulch if made from recycled wood.

(e) Visitor and temporary service vehicle parking: Each property shall provide a clear area, free of plant material with the exception of grass or an approved driveway surface in accordance with ~~xxxxx~~ **Section 5.6.8**, a minimum of eight (8) feet wide parallel to the edge of pavement and twenty (20) feet long for visitor and service vehicle parking where the width of the lot and existing paved parking allows. **This space is not to be considered as a permanent parking space for residents of the property or contribute to the required parking within the property line of the residence. Note: Cross reference this to section to 8.4.1(c)**

(f) A combination of paving and sodding of rights-of-way shall be permitted provided the impervious section does not exceed forty (40) percent of the total area and such paved areas shall be kept on good condition.

(g) Removal of obstructions by the Village: In the event any object placed in the swale creates an emergency situation involving potential danger to the health, safety, and welfare of the community, the Village **shall may** perform removal operations immediately, thus eliminating the emergency, and may assess the cost of such removal against adjacent property.

(h) Removal of trees in the swale by the abutting property owner: Property owners must obtain a permit from Biscayne Park and Miami-Dade County to remove trees in the swale.

(i) Existing nonconforming plants and trees in the swale: Within one (1) year of the enactment of this code, properties owners shall remove plants, with the exception of trees, which violate the clear zone. Plant materials in the low zone may remain, but not be replaced when they die, nor will it be required to remove plants until they die in the low zone to provide for a temporary/visitor parking space.

(j) Property ~~or resident's owner's~~ responsibilities for maintenance: The property owner or resident living in the property shall be jointly and severally responsible for the maintenance of the Swale area contiguous to their property. Maintenance shall include but not be limited to mowing the grass and performing general edging, weeding, trimming and cleanup activities. The landscaping and grass shall be maintained in good plant health. The landscaping shall be kept free of dead limbs

and branches. No Swale landscaping shall be maintained in such manner as to constitute a nuisance.

(i) *Tree pruning*: Major pruning of trees in the swale shall only be performed by the Village, a qualified tree trimming company or an arborist.

Motion to Approve as amended: Gary Kuhl / Second: Gage Hartung

Yes: Hartung, Coviello, Blanton, Hamelberg, Gary Kuhl, Wagoner, Barbara Kuhl

No: Dan Keys

Approved: 7-1

Adjourned 7:50

Minutes Approved 05/01/2013 – 4-0 vote

Motion: Judi / Second: Gary

Present: Gage Hartung, Judi Hamelberg, Gary Kuhl, Dale Blanton



The Village of Biscayne Park

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

DATE: November 3, 2014
TO: Heidi Shafran, Village Manager
FROM: Krishan Manners, Public Services Manager
RE: Village-wide Maintenance of Trees in Swales

Regarding the maintenance of the trees in the swales throughout the village, my research indicates it would be cost prohibitive for the Village to take over responsibility. My conclusion is based upon:

- Per FDOT, we have 17 linear miles of roadway in the village. Extrapolating from this we have approximately 34 linear miles of swale area, much of which is planted with mature trees.
- For FY 2013-14, we paid Raydel Landscaping \$11,368.75 for trimming/removal of trees in the medians throughout the Village. We have considerably more swale area than we have medians. Comparatively, we have approximately 7 miles of median.
- Further, the trees in the medians have been maintained by the Village for years, with annual trimmings. Trees on the swales, as the property owner's responsibility, will have to undergo substantially more maintenance as they many have not been trimmed in years, if ever.
- We received an estimate from Raydel Landscaping and they noted that the cost of each pruning is at an average rate of \$35.00/tree for hardwoods. Limbs over 6" in diameter are subject to an additional fee. Soft woods (e.g. the Australian Pines) would depend upon the scope of the work.
- The estimated removal of any type of tress are based on the following diameters;
 - 0 – 10" - \$90
 - 10" – 24" - \$350
 - 24" – 36" - \$800
 - 36" or higher – to be determined by scope of work.

It should be noted that the cost of the Australian Pine removed last year was \$1,300.00. Furthermore, that tree had already fallen, so this price was only for discarding the tree.

Please let me know if you have any questions or require more information.



Village of Biscayne Park Commission Agenda Report

Village Commission Meeting Date: October 7, 2014

Moved to Nov. 6,
2014

Subject: Annexation Charter Amendment

Prepared By: Commissioner Barbara Watts

Sponsored By: Commission

Background

The Village of Biscayne Park Commission has submitted an application to annex a neighboring area, and is in the process of working towards obtaining final data for the Commission to determine if it is in the Village's interests to approve the proposed Annexation if the County Commission approves its application (and to approve any additional lands that the County Commission may require as contingent upon the annexation proposal).

Current County Annexation requirements include a 20% plus one approval from the area to be annexed, and, later, a formal vote by that area once all documentation and data has been provided. However, currently, there is not a County requirement that the municipality undertaking the annexation have a corresponding vote, one that relies upon a majority of that municipality's elector's to make the final decision.

Given the nature of the certain and possible changes will ensue with Annexation, and given the importance of such a vote, it is proposed that the Biscayne Park Charter be amended to include such a vote in lieu of the Commission making the final decision.

October 7, 2014

Commission Agenda Report

Annexation Charter Amendment

According to Biscayne Park's Charter, any amendments to it requires a vote of the electors. This can be accomplished either by an Ordinance passed by the Commission or by a petition by the electors. As it is more efficient in both time and money for the Commission to proceed by Ordinance, and because the timeline for Annexation has not yet been defined, it is proposed that an Ordinance be prepared for discussion and vote as soon as possible.

In 2012, the Commission proceeded with a kindred Ordinance to amend the Charter regarding the election date, and did so without single Workshop and without a full Charter Review, the reasoning of some Commissioners being that, given the divided/unsuccessful vote by the Commission, that the proper recourse was that such an important decision as the timing of the election should be made directly by the electors and the reasoning by other Commissioners, that the decision was such an important one that it should be decided by the electors and not by merely five people (despite the fact that they are elected officials). The Commission voted that this be a Referendum on the November 2012 ballot, even though the law stated that no such election was required to change the date, as it was legal to do so by Ordinance.

Given the urgent matter and even higher significance of the issue of Annexation (fiscal and otherwise), it is proposed that the new Commission take a similar action to give the electors a clear and defined means of conveying their desires on such an important matter. In light of residents' reactions to some significant decisions made by the new Commission (i.e. out-sourcing of the Sanitation Division of Public Works) and the controversy, divisiveness, and unfortunate animosity that has followed in the wake of such decisions, the new Commission might want to reconsider the role of resident electors in the Village's decision-making process, especially with regard to issues about which intelligent residents are as well informed (and possibly more so) than the Mayor and Commissioners.

For the sake of honesty and transparency, it is also proposed that all Biscayne Park electors, be provided with and/or have made accessible, all documents to be used by Biscayne Park and its lobbyists for the purpose of securing votes in favor of annexation prior to their being distributed to electors and commercial property owners of the proposed annexation areas. Let it also be proposed that all promotional literature regarding Biscayne Park's proposed annexation include detailed analyses and

October 7, 2014

Commission Agenda Report

Annexation Charter Amendment

estimations of the costs of the gradual increase in millage rates that will occur from year to year and the as yet unknown "mitigation costs".

- Section 6.01. - Charter amendments.

This Charter may be amended in accordance with the provisions of this Article and all applicable laws.

- Section 6.02. - Procedure to amend.

(A) This Charter may be amended by:

(1) Ordinance. The Commission may propose amendments to this Charter by ordinance and shall submit the proposed amendment to a vote of the electors at the next general election held within the Village or at a special election called for such purpose.

(2) Petition. The electors of the Village may propose amendments to this Charter by petition. The electors proposing such amendment to the Charter shall follow the same procedures for proposing an ordinance by initiative as described in this Charter. Upon certification of the sufficiency of a petition, the Commission shall submit the proposed amendment to a vote of the electors at a general election or special election to be held not less than sixty (60) days or more than one hundred and twenty (120) days from the date on which the petition was certified.

(B) Results of election. If a majority of the qualified electors voting on a proposed amendment vote for its adoption, it shall be considered adopted upon certification of the election results. If conflicting amendments are adopted at the same election, the one receiving the greatest number of affirmative votes shall prevail to the extent of such conflict.

Fiscal / Budget Impact

A March 2013 quote for a mail-in ballot is \$8,900, and June 2013 quote for a stand alone election is \$16,100, plus the usual costs to prepare and implement the required Ordinance to achieve the special election. (Quotes provided by the Miami-Dade Elections Department.)

October 7, 2014

Commission Agenda Report

Annexation Charter Amendment

Recommendation

It is recommended that the Commission proceed with an Ordinance to amend the Charter as per Charter requirements.

Attachments

Memo of January 26, 2014 regarding revival of Commissioner Anderson's May 2013 Agenda Item -Straw Ballot Regarding Possible Annexation



Village of Biscayne Park

640 NE 114th Street
Biscayne Park, FL 33161

Tel: 305 899 8000
Fax: 305 891 7241

Date: January 26, 2014

To: The Mayor and Commission through the Village Clerk and Manager

From: Barbara Watts

Re: Revival and adaptation of Commissioner Anderson's May 2013 Agenda Item – "Straw Ballot Regarding Possible Annexation"

Background Analysis: I quote from Commissioner Anderson's Agenda Item Request dated April 11, 2013:

"The possibility of annexing property to the east of our Village has been under discussion for some time. Because of the seriousness of this issue and the major change it would mean for our Village it is important to get as many of our resident as possible to give their opinion on this. There is no better way to do this than to place it on the ballot this December when we are already scheduled to have an election for the Biscayne Park Commission. This issue should NOT be left solely to the commission to decide."

This was not done; during the summer, the annexation proposal was dropped at the advice Ana Garcia, our Village Manager. Now it is back on the table and I concur with Commissioner Anderson's sentiments that we need to hear from as many residents as possible on this issue. The forty to fifty who voiced their opinion at the Annexation Workshop is hardly a representative sample. A vote of the residents is in order; and it needs to be widely publicized with information on the issue provided to each household in the Park.

Might we include a special "Annexation section" be added to the forthcoming Newsletter and/or distribute a flyer with information advertising a voting period for residents to express their opinions? Sending a notice only to the residents whose houses are closest to the annexation area is not sufficient. All residents should be informed that the Annexation has returned yet again.

To say that we have advertised the issue currently proposed because it has been published in the *Daily Business Review*, to my mind, is disingenuous. It meets the legality test but not much more. How many residents are likely to read this publication?

Members of the Commission voted to allow residents to decide the issue of changing the Village's election dates so that they would correspond with those of national elections. A chief

argument in favor of this was that this change of date would foster democracy, with greater resident participation in local elections. Why not extend that line of reasoning to one of the most momentous decisions currently facing the Village?

Fiscal/Budgetary Impact: Quoting Commissioner Anderson: “Staff and Attorney time to craft ballot language.” Additionally, cost of determining means, format and time span for vote—perhaps a bracket of time, with votes to be submitted electronically and or by paper. As this will be a straw poll, anonymity need not be required. However, there are polling companies that can assure anonymity in online voting. Cost to be determined by staff.

Recommendation: Proceed with plans for a Village referendum on the Annexation issue before the second reading of the Ordinance; and proceed with plans to provide residents with all the information. Including the response property owners and residents in the proposed annexation areas.



Village of Biscayne Park Commission Agenda Report

Village Commission Meeting Date: October 7, 2014

Moved to 11/06/2014

Subject: Discussion - Establishing uniform policy on resident notifications

Prepared By: Mayor David Coviello

Sponsored By: Commission

Background

Considering the diversity of our residents, a uniform policy should be created for Staff to follow on how and when to notify residents of:

- Meetings & Workshops
- Upcoming decisions on Village wide issues
- Decisions made on Village wide issues
- Events

Fiscal / Budget Impact

Depends on the method(s) used for notifications (ex., mailers, e-mail notifications, newsletters, door to door flyers)

Recommendation

Discuss and implement a policy for Staff to follow going forward.



Village of Biscayne Park Commission Agenda Report

Village Commission Meeting Date: November 6, 2014

Subject: Board Appointments

Prepared By: Maria C. Camara

Sponsored By: Staff

Background

Public Art Advisory Board:

On October 9th, Board member Brad Piper submitted his resignation from this board due to scheduling conflicts. This left the Board with only three (3) members. A board member application was received from Veronica Fascie to be appointed as a board member for the Public Art Advisory Board.

Fiscal/Budget Impact

None.

Staff Recommendation

The Village Commission to consider the attached board application.

Attachments

- Board Application - Veronica Fascie

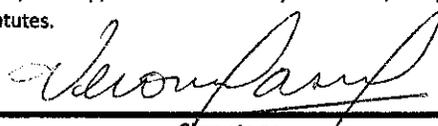


Village of Biscayne Park Board Member Application

Last Name Fascie		First Name Veronica		M.I. A
Home Address 903 NE 109 Street		City Biscayne Park	State FL	Zip Code 33161
Principal Business Address		City	State	Zip Code
Home Telephone Number		Cell Number 786-285-7769	Work Number 305-653-0068	
E-Mail Address veronicafascie@yahoo.com			Are you a registered voter? Yes or No yes	
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.				
Art Advisory Board				
List all Village Boards on which you are currently serving or have previously served. Please include dates.				
Educational qualification.				
Bachelor Degree in Fine Arts				
List any related professional certifications and licenses which you hold.				
Florida Professional Educator's Certificate: Art (K-12)				
Give your present, or most recent employer, and position.				
Miami Dade Public Schools currently at Norwood Elementary School position: Art teacher				
Describe experiences, skills or knowledge which qualify you to serve on this board. (Please feel free to attach a brief resume.)				
Attach resume WWW.VERONICAFASCIE.COM				

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

10-25-2014

 Date

Veronica Fascie

903 NE 109 Street, Biscayne Park. Fl 33161

Cell: 786-285-7769

E-mail: veronicafascie@yahoo.com

Website: www.veronicafascie.com

Objective

To inspire creative expression while increasing student awareness of the visual arts in their everyday environment through the curriculum art education and aesthetic appreciation.

Qualifications Summary

Artistic Techniques and Skills

Custom murals, faux finishes, interior architectural restoration, blue print design and show window design and decoration. Media: oils, acrylics and ceramics.

Art Education

- More than nine years of professional experience in teaching art.
- Extensive background in working with students of all ages, wide experience in fostering respect and discipline as well as creating and inciting interest in learning by stimulating the multi-cultural, multi-racial and ESL students' environment.
- Teaching methods of exploring different ways of approaching artistic expression, and teaching young people how to reach creativity while applying the different disciplines of 2-D and 3-D arts.

Professional Experience

2014-2015

Norwood Elementary

Raised student awareness, understanding, and appreciation of the visual arts through creative instruction. Developed an art program with strong interdisciplinary connection, which integrated all subject areas and numerous diverse cultures. Taught students to create their own compositions through the use of mixed media, watercolors, and acrylics where they created original paintings by observing other artist's works. Observed and evaluated pupils' work in order to determine student progress and/or make suggestions for improvement. Instructed pupils in art procedures, such as painting, sketching, designing and also demonstrated methods to them. Currently at this position.

Art Instruction to ASD:

To understand the requirements of the students. Ability to handle students with learning disabilities. To create and implement innovative projects and to promote tactile/kinesthetic awareness, concepts development, fine motor skills, eye contact, cause and effect, and pride in accomplishment.

2011 to 2014

Arcola Lake Elementary - Joella C. Good Elementary – North Beach Elementary

Art Contests

- **Art Abilities Collection at the University of Miami.** Three students of the ASD classes were selected for inclusion in the permanent collection at the Mailman Center. (2010-2011)
- **Black History Month Exhibition:** Five students were selected for the Black History Month Exhibition at the School Board Auditorium Art Gallery. (2010-2011) (2011-2012) (2012-2013) (2013-2014)
- **Dade Heritage Days Exhibition:** Two students were selected for this exhibition. (2011-2012)
- **Ocean Bank 19th Annual Art Exhibition:** Honorable Mention "Chihuly in Cardboard" by Veronica Fascie

- **Ocean Bank 20th Annual Art Exhibition:** "Mandalas" by Arcola Lake Elementary 5th grade students.
- **Annual Countywide Student Exhibition** sponsored by MDCPS: Arcola Lake Elementary (2012-2013), and North Beach Elementary. (2013-2014)
- **Create a Scarecrow Contest** sponsored by Jungle Island. Arcola Lake Elementary. (2012-2013)
- **Third Annual Art Educators Appreciation Show** sponsored by Miami International University of Art and Design. (March 13, 2014)

Professional Experience

2000 to 2011

Hialeah Gardens Elementary - Bob Graham Education Center. (2010-2011, 3110 position).

HGE After School Program: Hand Building Ceramic classes. (2010-2011)

South Miami Senior High School

Fabrics & Fibers, Ceramics. 3100 Position (03/2010 to 06/2010)

Miami Beach Senior High School

2D and 3D Art, AP Art and Sculpture. Substitute Art Teacher (3100 Position) (03/2009 to 06/2009)

Pool Substitute Teacher (10/2009 to 02/2010)

Frederick Douglass ES

Substitute Art Teacher.

Riverside Elementary School

Substitute Teacher.

After School Program Carrollton School, Coconut Grove, Florida

Painting and Mix Media Classes for children ages 6-10.

Miami Art Works, Inc. Miami, Florida

Art Teacher Taught summer program for children ages 6-15. Taught art appreciation and aesthetic criticism. Taught how to explore various different medias to achieve different effects. In adult classes taught techniques of faux finishes, professional restoration, and acrylic painting.

Related Art Experience

1993 to 2011

Free Lance Artist: Produce custom murals design work for a variety of exclusive clients, including interior designers and set designers.

Certifications

Florida State Professional Educator's Certificate Art/ (Grades K – 12) Spanish (K-12)

Professional Education

1991 Post Graduate Degree Professional Set Designer-Superior National School of Fine Arts

Buenos Aires-Argentina. Courses included: Theater History, World Culture, Movie and Theater Set Design, Lighting Design, Television, and Professional Ethics.

1986 Bachelor Degree of Fine Arts and Teaching Internship-National School of Fine Arts

Buenos Aires-Argentina. Courses included: Drawing, Sculpture, Painting, Engraving (wood, acetone on Metal, etching, aquatint and mezzotint), Morphology, Teaching Pedagogy, Teaching Methods, Art History, and Techniques of the Great Masters.

Computer Skills

Macintosh and PC. Fluent in Word, Excel, Adobe Photoshop CS3, PowerPoint and all standard applications.

Personal

Native Spanish speaker, fully bilingual.

Veronica Fascie

EXHIBITIONS

- 2014** Third Annual Art Educators Appreciation Show.
Miami International University of Art & Design.
- 2012** Ocean Bank Center For Educational Materials.
Teacher Honorable Mention.
- 2008** Art Shows-Howard Alan Events-Florida.
- 2006** "(H)U-MAN(O)" Arte del Barrio. Miami , Florida.
- 2005** Art Basel. Ethnic Design.
The Miami Design District. Miami , Florida.
- Hellix Gallery Show Wynwood Art district. Miami, Florida.
- "The Home Show" Fort Lauderdale Convention Center.
Fort Lauderdale, Florida.
- 2004** "A History of Conflict a Future of Hope" Fraizer Museum. Louisville,
Kentucky.
- "Summer 2004" Galeria Zero. Barcelona, Spain.
- "Aires del Mundo" Galeria Virtu Art. Barcelona, Spain.
- 2002** "Messages" Sunrise Civic Center Gallery. Sunrise, Florida.
- "Artwork by Hispanic Artists"
Aventura Government Center, Florida
- 2001** "The 15th annual Boca Festival Days Exhibition"
Courtyard Building Boca Raton, Florida.
- 2000** "Happy Hour for the Arts" Power Miami Studio. Miami. Florida.
- 1999** "Art Show" Miami Artwork Gallery . Miami, Florida.
- "Latin American Art Show" Hyatt Regency Miami Hotel.
Miami, Florida.
- "New Works" Le Loft. Miami Beach, Florida.
- "Art for the Planet" One Brickel Plaza. Miami, Florida.



Village of Biscayne Park Commission Agenda Report

Village Commission Meeting Date: November 6, 2014

Subject: Miami Dade County League of
Cities Designate

Prepared By: Mayor David Coviello

Sponsored By: Commission

Background

The Village of Biscayne Park is a member of the Miami Dade County League of Cities (MDCLC). Prior to the December 2014 monthly meeting, an elected official of the Village is selected as a designate to represent the Village.

Fiscal / Budget Impact

None.

Recommendation

Discuss and select a designate for the Village of Biscayne Park.



Village of Biscayne Park

Commission Agenda Report

Village Commission Meeting Date: November 6, 2014

Subject: Strategic Plan

Prepared By: Commissioner Fred Jonas

Sponsored By: Commission

Background

It is proposed that the Village engage in a new strategic planning exercise.

A few issues this year have raised concerns about what seems essential about the Village and its culture, and how future planning should be respectful of what are considered to be essential features of the Village. No one has ever defined what those special features are, what the essential Village culture is, and how best to protect them both in changing times. There is no right or wrong about the Village's culture, but someone needs to apply a sense of order and vision, so current and future Village residents will have a framework within which to manage the Village. This proposal is to form a strategic planning group, and that group should consist of elected officials, Board Chairs and maybe even all Board members, and any Village resident who take a special interest in the overall them of the Village. One past strategic planning session was aimed at solving an immediate problem regarding maladaptive dynamics on the Commission at the time, and a recent session did not include a designated and particularly experienced mediator. Neither session included

November 6, 2014

Commission Agenda Report

Strategic Plan

Board members and the general residents of the Park. Considering the scope proposed here, all of these categories of Village resident should be included.

Fiscal / Budget Impact

\$2,000 to \$5,000

Recommendation

That the Village and its Commission and most interested residents compose a new strategic plan.



Village of Biscayne Park Commission Agenda Report

Village Commission Meeting Date: November 6, 2014

Subject: Village Boards

Prepared By: Commissioner Fred Jonas

Sponsored By: Commission

Background

The Village has several advisory and quasi-judicial Boards, and the Commission oversees them. There should be a review to determine how the Boards are functioning and whether their memberships are adequate.

Boards were reappointed in March, 2014. There is some concern already that memberships have not been stable and possibly that there is no longer enough support on some Boards to produce a quorum. It is the Commission's job to be sure that Boards function, and therefore it is recommended to review membership of the Boards now. This review can be done either by review of Board minutes (or lack of them, if meetings were not held) or by presentations from each of the Board Directors.

Fiscal / Budget Impact

None

Recommendation

Current review of boards.

VILLAGE OF BISCAYNE PARK BOARD/COMMITTEE ATTENDANCE LOG

Board	Meeting Date	Hartung	Bickel	Hornbuckle	Olis	Tannehill	Rumiano
Planning & Zoning	1/6/2014	☑	☑	☑	☑	☑	☑
Planning & Zoning	1/21/2014	N	☑	N	☑	☑	☑
Planning & Zoning	2/3/2014	☑	☑	N	N	☑	N
Planning & Zoning	2/18/2014	☑	☑	☑	☑	☑	N
Planning & Zoning	3/3/2014	☑	☑	N	☑	☑	N
Planning & Zoning	3/17/2014	☑	☑	☑	☑	☑	N
Planning & Zoning	4/7/2014	☑	☑	☑	N	☑	N
Planning & Zoning	4/21/2014	☑	☑	☑	☑	N	N
Planning & Zoning	5/5/2014	☑	☑	N	☑	☑	N
Planning & Zoning	5/19/2014	☑	☑	☑	☑	N	N
Planning & Zoning	6/2/2014	☑	☑	☑	☑	N	N
Planning & Zoning	6/16/2014	☑	☑	N	☑	☑	N
Planning & Zoning	7/7/2014	☑	N	☑	☑	N	N
Planning & Zoning	7/21/2014	☑	☑	☑	☑	☑	N
Planning & Zoning	8/4/2014	☑	☑	☑	☑	N	N
Planning & Zoning	8/18/2014	☑	☑	N	N	☑	N
Planning & Zoning	9/2/2014	N	☑	N	☑	☑	N
Planning & Zoning	9/15/2014	☑	☑	☑	☑	☑	N
Planning & Zoning	10/6/2014	☑	☑	N	N	☑	N
Planning & Zoning	10/20/2014	☑	☑	N	☑	N	N
Planning & Zoning							
Planning & Zoning							
Planning & Zoning							
Planning & Zoning							

Key:

☑	Present
N	Absent
[Light Pink Box]	Alternate Board Member
[Light Gray Box]	No meeting

VILLAGE OF BISCAYNE PARK BOARD/COMMITTEE ATTENDANCE LOG

Board	Meeting Date	Kuhl	Bilt	DeBernardi	Dillon	Blanton	
Code Compliance	1/14/2014	☑	☑	☑	☑	☑	
Code Compliance	1/27/2014	☑	☑	N	☑	☑	
Code Compliance	2/11/2014	☑	☑	☑	☑	☑	
Board	Meeting Date	Kuhl	Bilt	Beltran	Dillon	Blanton	
Code Compliance	3/5/2014	☑	☑	N	☑	☑	
Code Compliance	3/6/2014	☑	☑	N	☑	☑	
Code Compliance	3/11/2014	☑	☑	☑	☑	☑	
Board	Meeting Date	Kuhl	Bilt	Beltran	Dillon	Blanton	Sardella
Code Compliance	4/8/2014	☑	☑	N	☑	☑	N
Code Compliance	5/13/2014	☑	N	☑	☑	☑	N
Code Compliance	6/10/2014	☑	☑	☑	☑	☑	☑
Code Compliance	7/8/2014	N	☑	☑	☑	☑	N
Code Compliance	7/29/2014	☑	☑	☑	☑	☑	☑
Code Compliance WS	7/29/2014	☑	☑	☑	☑	☑	☑
Code Compliance	8/12/2014	☑	N	☑	☑	☑	☑
Code Compliance	9/4/2014	☑	☑	☑	☑	☑	☑
Code Compliance	9/12/2014	☑	N	N	N	☑	☑
Code Compliance	10/14/2014	N	☑	N	☑	N	☑

Key:

☑	Present
N	Absent
[Light Pink Box]	Alternate Board Member
[Light Gray Box]	No meeting

VILLAGE OF BISCAYNE PARK BOARD/COMMITTEE ATTENDANCE LOG

Board	Meeting Date	Samaria	Huber	McGeehan		Pettis	Gibson	
Recreation Advisory	1/9/2014	☑	N	☑		☑	N	
Recreation Advisory	2/27/2014	☑	N	☑		☑	N	
Board	Meeting Date	Samaria	McDonald	McGeehan	Espinoza	Pettis		
Recreation Advisory	3/25/2014	☑	N	☑	☑	☑		
Recreation Advisory	4/22/2014	☑	N	☑	☑	☑		
Recreation Advisory	5/27/2014	☑	☑	☑	☑	☑		
Recreation Advisory	No June Meeting	NO QUORUM						
Recreation Advisory	7/22/2014	☑	N	☑	N	☑		
Board	Meeting Date	Samaria	McDonald	Jacobs	Espinoza	Pettis		
Recreation Advisory	8/27/2014	<i>Minutes not yet provided</i>						
Board	Meeting Date	Samaria	McDonald	Jacobs		Pettis		
Recreation Advisory	No Sept Meeting	NO QUORUM						
Recreation Advisory	No Oct Meeting	NO QUORUM						

Key:

☑	Present
N	Absent
	Alternate Board Member
	No meeting

VILLAGE OF BISCAYNE PARK BOARD/COMMITTEE ATTENDANCE LOG

Board	Meeting Date	Davis	Gottlieb	Pliske	Smith	Strassberg	
Ecology	No Jan Meeting						
Ecology	2/18/2014	N	N	☑	☑	☑	
March 2014 Board Appointments		DeBernardi	Pliske	Smith	Strassberg		
Ecology	No March Meeting						
Ecology	4/21/2014	☑	☑	N	☑		
Ecology	No May Meeting						
March 2014 Board Appointments		DeBernardi	Pliske	Smith	Strassberg	Gottlieb	Bronzi
Ecology	6/23/2014	N	☑	☑	☑	☑	N
Ecology	7/21/2014	☑	☑	N	☑	N	☑
Ecology	8/18/2014	☑	☑	☑	☑	☑	☑
Ecology	9/15/2014	<i>Minutes not yet provided</i>					
Ecology	No Oct Meeting	NO QUORUM					

Key:

☑	Present
N	Absent
	Alternate Board Member
	No meeting

VILLAGE OF BISCAYNE PARK BOARD/COMMITTEE ATTENDANCE LOG

Board	Meeting Date	Keys	Silverman		Wagoner		Kuhl	
Parks & Parkway	1/4/2014	☑	☑		☑		☑	
Parks & Parkway	2/19/2014	☑	☑		☑		☑	
Board	Meeting Date	Keys	Silverman	Kuhl	Wagoner	Moreno		
Parks & Parkway	3/26/2014		Minutes did not specify who was in attendance. Pending Chair to provide.					
Parks & Parkway	4/2/2014							
Parks & Parkway	4/23/2014							
Parks & Parkway	5/28/2014							
Parks & Parkway	6/18/2014							
Parks & Parkway	7/16/2014							
Parks & Parkway	8/21/2014	☑	N	☑	☑	N		
Board	Meeting Date	Keys	Silverman	Kuhl	Wagoner	Moreno	Fisher	
Parks & Parkway	10/1/2014	☑	☑	☑	☑	N	☑	
Parks & Parkway								

Key:

☑	Present
N	Absent
	Alternate Board Member
	No meeting

VILLAGE OF BISCAYNE PARK BOARD/COMMITTEE ATTENDANCE LOG

Board	Meeting Date	Hartung	Blanton	Olis	Hamelburg	Kuhl		
Code Review	1/8/2014	☑	☑		☑	☑		
Code Review	1/15/2014	☑	☑	☑	☑	N		
Code Review	2/5/2014	☑	☑	☑	☑	N		
Code Review	2/22/2014	☑	☑	☑	N	☑		
Code Review	3/5/2014							
Code Review	3/26/2014	☑	☑	☑	☑	☑		
Code Review	4/2/2014	☑	N	☑	☑	☑		
Code Review	4/16/2014							
Code Review	6/4/2014	☑	☑	☑	☑	☑		
Code Review	6/15/2014	<i>Minutes not yet provided.</i>						
Code Review	7/2/2014							
Code Review	8/6/2014							
Code Review	9/3/2014							
Code Review	9/17/2014							
Code Review	10/1/2014							
Code Review	10/15/2014							
Code Review								
Code Review								
Code Review								

Key:

☑	Present
N	Absent
	Alternate Board Member
	No meeting

VILLAGE OF BISCAYNE PARK BOARD/COMMITTEE ATTENDANCE LOG

Board	Meeting Date	Piper	Bertolli	Newberry	Weiss			
Public Art Advisory Board	4/9/2014	☑	☑	N	☑			
Public Art Advisory Board	4/16/2014	☑	☑	☑	☑			
Board	Meeting Date	Piper	Bertolli	Newberry	Weiss	Marinoni		
Public Art Advisory Board	5/14/2014	☑	N	☑	☑	☑		
Public Art Advisory Board	5/20/2014	☑	☑	☑	☑	☑		
Board	Meeting Date	Piper	Cohen	Newberry	Weiss	Marinoni		
Public Art Advisory Board	6/11/2014	☑	☑	☑	☑	☑		
Public Art Advisory Board	7/9/2014	☑	N	☑	☑	N		
Public Art Advisory Board	8/6/2014	☑	N	☑	☑	☑		
Board	Meeting Date	Piper		Newberry	Weiss	Marinoni		
Public Art Advisory Board	9/10/2014	N		☑	☑	☑		
Public Art Advisory Board	No Oct Meeting	NO QUORUM						

Key:

☑	Present
N	Absent
	Alternate Board Member
	No meeting



Village of Biscayne Park Commission Agenda Report

Village Commission Meeting Date: November 6, 2014

**Subject: FLOC Institute for Elected Municipal
Officials (IEMO)**

Prepared By: Commissioner Fred Jonas

Sponsored By: Commission

Background

The Florida League of Cities Institute for Elected Municipal Officials (IEMO) is offered in two levels. A third level is a slightly different course. The content is essential information for elected representatives, and the course is geared very specifically for cities, towns, and villages in Florida. This proposal is that this course, in at least its first two levels, be required of all Commissioners/Mayors representing BP. The course is in fact required by a few municipalities in the State, although not by most. The cost of this course this year is \$300 for the basic course and \$245 for the advanced course. The courses are three full days and two full days, respectively. Depending on where the courses are scheduled, there may or may not be expenses (travel, lodging, food). This proposal is that BP elected officials use their stipend to pay for these courses and associated expenses. If this is considered unacceptable, then the Village can pay for or contribute to the officials' expenses, including tuition. It is further recommended to exempt the current sitting Commission, as two have already taken the courses, and one is taking a similar course, one was an elected official elsewhere, is an attorney, and specializes in zoning (thus great familiarity already), and

November 6, 2014

Commission Agenda Report

IEMO

the last has been a BP Commissioner for many years and therefore has abundant relevant experience.

Fiscal / Budget Impact

None or about \$1,000 per Commissioner, one time per Commissioner.

Recommendation

All newly elected BP Commissioners/Mayors should be required to take this course.