



The Village of Biscayne Park

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

Telephone: 305 899 8000 Facsimile: 305 891 7241

AGENDA

Special Commission Meeting

Ed Burke Recreation Center - 11400 NE 9th Court

Biscayne Park, FL 33161

Wednesday, August 13, 2014 at 6:30pm

1st Budget Workshop FY 2014-15 immediately follows.



Indicates back up documents are provided.

1 Call to Order

2 Roll Call

3 Pledge of Allegiance

4 Public Comments Related to Agenda Item

Comments from the public relating to topics that are on the agenda.

5 New Business



5.a Annexation - Discuss next steps.

6 Adjournment

1st Budget Workshop FY 2014-15 immediately follows.

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.



Village of Biscayne Park Commission Agenda Report

Village Commission Meeting August 13, 2014

Date:

**Subject: Discussion Regarding Next Steps in
Annexation Process**

**Prepared By: Heidi Shafran, AICP, Village
Manager**

Sponsored By: Mayor David Coviello

Background

On March 5, 2014, the Village of Biscayne Park submitted a boundary change application to the Miami-Dade County Clerk of the Board. The Miami-Dade County Board of County Commissioners referred the application to the Planning Advisory Board (PAB) at its March 18, 2014 meeting. As required by County Code, the County staff reviewed the application and found two items that needed further attention prior to the submittal to the PAB. Those items are as follows:

1. Section 20-3 (E) requires a statement from the municipality declaring whether any enclave, as defined in Section 20-7 (A)(1)(c), borders the municipality and whether the proposed boundary changes includes such enclave.

August 13, 2014

Commission Agenda Report

Discussion Regarding Next Steps in Annexation Process

2. Section 20-3 (H) requires that if there are two-hundred fifty or more resident electors, a petition must be filed with the Clerk of the County Commission indicating the consent of twenty (20) percent plus one (1) of the electors in the area proposed for annexation.

Once this information is received by the County staff the application will proceed to the PAB.

At its March 4, 2014 meeting the Village Commission designated Mayor Coviello as the Commission designee for annexation matter with Commissioner Ross serving as an alternate. It was also discussed at this meeting the need for a lobbyist for the annexation process as the application proceeded through the County process.

Upon receipt of the notification regarding the need for a petition in order to proceed, the Village Manager and Mayor discussed methods in which to accomplish this. The Manager and Mayor consulted with Balsera Communications, a public affairs and media relations firm. Balsera Communications is able to assist the Village in obtaining the required 20% of electors and represent the Village with the County Commission based on their existing relationships.

The proposal from Balsera Communications is based on a negotiated fee of \$5,000.00 a month and is for 11 months with a maximum payment of \$54,000. Should the length of engagement extend beyond 11 months, Balsera Communications will continue to work for no additional charge. Additionally, should the application not proceed, the Village will not be required to pay more than \$24,000. This fee includes communications with County Commissioners and preparation of the proper petition language and outreach to impacted area to ensure "the greatest opportunity for passage of the referendum".

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Commission Agenda Report

Discussion Regarding Next Steps in Annexation Process

In preparation of the proposal, Balsera Communications has demonstrated their ability to ensure success with the County Commission.

Fiscal/Budget Impact

A review of the current year budget and proposed budget has identified the funds needed for this work through salary savings.

Staff Recommendation

Understanding that a short-term investment is needed to ensure future long-term fiscal diversity for the Village, staff recommends that the Village Commission waive competitive bidding requirements and authorize the Village Manager to execute an agreement with Balsera Communications not to exceed \$54,000.

Attachments

Proposal from Balsera Communications dated August 5, 2014



August 5, 2014

Hon. Mayor David Coviello
Village of Biscayne Park
640 NE 114 Street
Biscayne Park, FL 33161

Dear Mayor Coviello:

Thank you for the opportunity to serve the Village of Biscayne Park in advancing the Village's annexation initiative.

This letter serves as Balsera Communications' (BC) proposal to provide public affairs services to Village of Biscayne Park.

Under this proposal, BC will provide strategic consulting, government relations, political counsel, and community outreach services. BC will work with you to develop a public affairs approach that includes, but is not limited to:

- Careful review of the county rules on annexation with Village staff including a meeting with county staff
- Analysis of prior annexation work performed to ensure accuracy and complete any deficiencies
- Handle all media requests and issues dealing with annexation
- Develop a compelling message that will lead to overwhelming support which will incorporate graphic designs
- Conduct a petition drive to get the required percentage of voters to call for this to move forward
- Interaction with county annexation staff throughout the process
- Communication with county commissioners whom annexation directly impacts their district
- Our scope of work includes services to ensure proper ballot language, optimal election date selection, and the required referendum work in order to ensure the greatest opportunity for passage of the referendum

In consideration for the services provided herein, BC shall receive a total of \$54,000.00, \$24,000.00 of which would be guaranteed by the Village due to the amount and intensity of work that must be performed during the initial phase of representation. The payment will be made in monthly installments of \$5,000.00 per month (for ten (10) months), with one final payment of \$4,000.00 in month eleven (11), which will constitute the term of this Agreement. Should the process of

annexation go beyond the contracted 11 months, we will continue to work beyond the end of the contract at no additional charge except for pre-authorized expenses below.

The above-referenced fee shall not include reasonable out-of-pocket expenses incurred by BC that are pre-authorized by the Village for additional services beyond the scope of work included herein, including but not limited to direct mail, staffing a door-to-door campaign, other media, and community event/meeting costs.

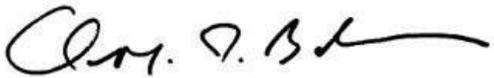
This agreement is effective August 5, 2014 and runs through the date of the successful annexation vote. If, for any reason, any part of this contract comes under dispute, requiring mediation, collection, arbitration, or litigation, at any level, then the prevailing party in the dispute shall be entitled to recover all costs associated with such dispute, including, but not limited to, reasonable attorney's fees.

This retainer agreement covers the consultant's time and effort during the agreed upon term.

Upon signature of this agreement, payment will be due immediately to BC for the first month's retainer. Thereafter, you will be invoiced monthly on the first day of each month for services and should issue payment by the fifteenth day of the month.

We look forward to a productive relationship.

Sincerely,



Alfredo J. Balsera

ACCEPTED BY:
