



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

AGENDA
REGULAR COMMISSION MEETING
Ed Burke Recreation Center - 11400 NE 9th Court
Biscayne Park, FL 33161
Tuesday, July 12, 2011 at 7:00PM

Mayor and Commission

Roxanna Ross
Mayor

Robert "Bob" Anderson
Vice Mayor

Steve Bernard
Commissioner

Albert Childress
Commissioner

Bryan Cooper
Commissioner

Ana Garcia
Village Manager

John J. Hearn
Village Attorney

Maria Camara
Village Clerk



Indicates documents are attached to this agenda.

1 Call to Order

2 Roll Call

3 Pledge of Allegiance

4 Presentations

4.a Debbie Kleinberg, North Miami Foundation for Senior Citizens' Services, Inc.

4.b Circuit Court Judge Abby Cynamon - An overview of the Juvenile Justice Court

4.c Brian Fox - Pelican Harbor - Seabird Station



4.d Proclamation - July 2011 is Parks & Recreation Month



4.e Chief Mitchell Glansberg - Recognition of Police Officers

5 Additions, Deletions or Withdrawals to Agenda

6 Public Comments Related to Agenda Items / Good & Welfare

7 Village Manager Report

7.a Introduction of Finance Director, Charles Smith



7.b Fiscal Year 2011-12 Budget Calendar



8 Consent Agenda



8.a Approval of Minutes

- > May 3, 2011 Regular Commission Meeting
- > May 10, 2011 Special Commission Meeting
- > May 25, 2011 Special Commission Meeting
- > June 20, 2011 Regular Commission Meeting



8.b Resolution 2011-31

A RESOLUTION OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA; AUTHORIZING THE FILING OF AN **APPLICATION FOR THE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT IN THE AMOUNT OF \$2,535.00**, FOR USE BY THE VILLAGE OF BISCAYNE PARK POLICE DEPARTMENT; PROVIDING FOR AN EFFECTIVE DATE.



8.c Resolution 2011-32

A RESOLUTION OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA; AUTHORIZING THE **EXPENDITURE OF CRIME WATCH FUNDS IN THE AMOUNT OF \$490.00**, FOR USE BY THE VILLAGE OF BISCAYNE PARK POLICE DEPARTMENT; PROVIDING FOR AN EFFECTIVE DATE.



8.d Resolution 2011-33

A RESOLUTION OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE AN **INTER-LOCAL AGREEMENT WITH MIAMI-DADE COUNTY TO PARTICIPATE IN THE FISCAL YEAR 10 11 PARKING FINES REIMBURSEMENT PROGRAM**; PROVIDING FOR AN EFFECTIVE DATE.

9 Public Hearings

< None >

10 Ordinances - FIRST READING

10.a Ordinance 2011-2

AN ORDINANCE OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA, AMENDING CHAPTER 2 OF THE VILLAGE OF BISCAYNE PARK LAND DEVELOPMENT CODE ENTITLED "DEFINITIONS" BY **ADDING DEFINITIONS FOR FENCES AND CORNER SIDE YARDS AND AMENDING THE DEFINITION FOR HEDGE**; AMENDING CHAPTER 11 OF THE VILLAGE OF BISCAYNE PARK LAND DEVELOPMENT CODE ENTITLED "ACCESSORY STRUCTURES ", BY AMENDING SECTION 11.6; ADDRESSING CORNER SIDE FENCES AND WALLS, HEIGHT, AND RELATED CHANGES; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION; PROVIDING FOR CONFLICT; PROVIDING FOR AN EFFECTIVE DATE

Ordinances - SECOND READING

10.b Ordinance 2011-1

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 A MODIFICATION TO THE SCHEDULE FOR SOLID WASTE COLLECTION ASSESMENTS FOR NON-RESIDENTIAL SITES LOCATED WITHIN THE VILLAGE OF BISCAYNE PARK FOR THE FISCAL YEAR BEGINNING ON OCTOBER 1, 2010; WHICH FEE SHALL BE \$2,232.00; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION; PROVIDING FOR AN EFFECTIVE DATE.** *Approved at first reading on May 25, 2011; moved to date certain July 12, 2011 at the June 20, 2011 commission meeting.*

11 Resolutions

11.a Resolution 2011-29

RESOLUTION OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK AUTHORIZING THE MAYOR TO EXECUTE **THE COLLECTIVE BARGAINING AGREEMENT EFFECTIVE OCTOBER 1, 2010 THROUGH SEPTEMBER 30, 2013, BETWEEN THE VILLAGE AND THE DADE COUNTY POLICE BENEVOLENT ASSOCIATION**; PROVIDING FOR AN EFFECTIVE DATE



11.b **Resolution 2011-30**

A RESOLUTION OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA; **ESTABLISHING A GIFT POLICY FOR THE VILLAGE**; PROVIDING THE MANAGER THE DIRECTION TO ACCEPT MONETARY GIFTS TO THE VILLAGE UP TO \$5,000; ALL OTHER MONETARY GIFT ABOVE \$5,000 SHALL BE BROUGHT TO THE VILLAGE COMMISSION FOR DISCUSSION AND/OR AUTHORIZATION TO ACCEPT THE PROPOSED GIFT; AUTHORIZING THE VILLAGE MANAGER TO DECIDE WHAT PUBLIC PURPOSE THE MONETARY DONATIONS OF \$5,000 OR LESS SHOULD BE USED FOR; AUTHORIZING THE MANGER TO ACCEPT "IN KIND" DONATIONS; HOWEVER, ANY DONATIONS OF ART SHALL REQUIRE AUTHORIZATION BY THE VILLAGE COUNCIL; AND PROVIDING FOR AN EFFECTIVE DATE.

12 Old Business



12.a

A Order of the Village Commission of the Village of Biscayne Park, Florida directing the Village Attorney to receive from the Clerk a report on three to five "Ethics Hot-line" related companies providing services to government; with back-ground information, analysis, cost and resulting documentation forwarded in advance to the full Commission, along with Village Attorney recommendation, one week prior to next full Commission meeting. *(Sponsored by Commissioner Bryan Cooper and deferred from the April 5, 2011 regular commission meeting by motion, then moved from the May 3, 2011 and June 20, 2011 meetings.)*

13 New Business



13.a

Commissioner Cooper: "Future condensed short bullet list of agenda items to be sent on day 7, prior to Commission meeting, by Clerk to Commission". *(Moved from the June 20, 2011 meeting.)*



13.b

Commissioner Cooper: Police style badges given to Commissioners *(Moved from the June 20, 2011 meeting.)*



13.c

Mayor Ross: Follow up on Kimley Horn Traffic Studies. *(Moved from the June 20, 2011 meeting.)*



13.d

Vice Mayor Bernard: A discussion of policies and procedures for donations. *(Moved from the June 20, 2011 meeting.)*



13.e

Appointment of Code Review Board member.

14 Final Public Comment

15 Reports

14.a Committee Reports

- i > Parks & Parkway Advisory Board
- ii > Code Review Board
- iii > Recreation Advisory Board
- iv > Ecology Board

14.b Village Attorney

14.c Commissioner Comments

- > Vice Mayor Bob Anderson
- > Commissioner Steve Bernard
- > Commissioner Al Childress
- > Commissioner Bryan Cooper
- > Mayor Roxanna Ross

16 Announcements

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

Wednesday, July 13th, Recreation Advisory Board at 6:30pm.

Thursday, July 14th, Chief's Night Out with Biscayne Park Crime Watch starting at 7:00pm.

Monday, July 18th, Planning & Zoning at 6:30pm.

Tuesday, July 19th, Code Enforcement Board at 7:00pm.

Wednesday, July 20th, Parks & Parkway Board at 6:00pm.

Thursday, July 21st, Ecology Board at 6:30pm.

Monday, July 25th, Biscayne Park Foundation at 6:00pm.

Tuesday, July 26th, Code Review Board at 7:00pm.

Saturday, July 30th, Charter School Workshop at 10:00am.

Our next regular Commission meeting is Tuesday, August 2, 2011 at 7:00pm.

Please visit our website regularly at biscayneparkfl.gov and click on the Calendar of Meetings & Events to view the full schedule.

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

Proclamation

Village Of Biscayne Park

WHEREAS parks and recreation programs are an integral part of communities throughout this country, including the Village of Biscayne Park; and

WHEREAS our parks and recreation are vitally important to establishing and maintaining the quality of life in our communities, ensuring the health of all citizens, and contributing to the economic and environmental well-being of a community and region; and

WHEREAS parks and recreation programs build healthy, active communities that aid in the prevention of chronic disease, provide therapeutic recreation services for those who are mentally or physically disabled, and also improve the mental and emotional health of all citizens; and

WHEREAS parks and recreation programs increase a community's economic prosperity through increased property values, expansion of the local tax base, increased tourism, the attraction and retention of businesses, and crime reduction; and

WHEREAS parks and recreation areas are fundamental to the environmental well-being of our community; and

WHEREAS parks and natural recreation areas improve water quality, protect groundwater, prevent flooding, improve the quality of the air we breathe, provide vegetative buffers to development, and produce habitat for wildlife; and

WHEREAS our parks and natural recreation areas ensure the ecological beauty of our community and provide a place for children and adults to connect with nature and recreate outdoors; and

WHEREAS the U.S. House of Representatives has designated July 2011 as **Parks and Recreation Month**; and

WHEREAS the Village of Biscayne Park recognizes the benefits derived from parks and recreation resources.

NOW THEREFORE, BE IT RESOLVED BY the Mayor and Village Commission that July is recognized as Park and Recreation Month in the Village of Biscayne Park.



Village of Biscayne Park, Florida

Roxanna Ross, Mayor



BISCAYNE PARK POLICE DEPARTMENT

640 N.E. 114th Street
Biscayne Park, Florida 33161
(305) 899-8000

Date: June 16, 2011

To: Ana M. Garcia, Village Manager

From: Chief Mitchell Glansberg 

Re: **COMMENDATION of Commander Atesiano and Officer Marchese**

Cc: Personnel File

A watchful Village resident noticed an individual in a backyard nearby her home in the 900 block of 117th Street. The resident realized the homeowners were not at the residence and contacted the police to report the suspicious person.

Commander Ray Atesiano and Officer Marchese were dispatched and arrived on the suspicious person call in less than 60 seconds and came face to face with what they found was a burglary-in-progress at this residence. Upon these officers arriving, the subject, a 21 year old black male fled from both responding officer's on foot.

Due to their extensive training and experience, Commander Atesiano and Officer Marchese set up an immediate perimeter in a two-block area. This immediate and tactical option directly led to the capture of the burglary offender.

Multitasking- Commander Atesiano and Officer Marchese also requested assistance via the police radio capitalizing on our mutual aid agreement with other surrounding agencies and secured 16 additional police officers and three K-9 dogs from other agencies in under 10 minutes. The subject fled to 118th street and had entered and hid in the yard of another home. He was captured by K-9 and Commander Atesiano and Officer Marchese and taken into custody. He was charged with two counts of Burglary.

This Commendation is given to Commander Atesiano and Officer Marchese to honor their excellent police response and tactics and their excellent service to the community.

FY 2011-12 BUDGET CALENDAR

DATES	RESPONSIBLE PARTY	START TIME	TRIM REQUIREMENT
May 12	Finance Director		Delivers Budget Worksheets to Departments
May 13 to 31	Departments		Prepare 2012 Budget
May 30	Village of Biscayne Park		Memorial Day Holiday, Village Offices Closed
June 1	Property Appraiser		Delivers an estimate of the total assessed value of nonexempt property to the taxing authority.
June 22	Manager, Finance Director City Clerk & Dept Director	1:00 PM	Review Village Manager Budget, Finance Department, General Government & Building Dept Budgets
June 23	Manager, Finance Director City Clerk & Dept Director	10:30 AM 1:00 PM	Review Recreation Department Budget Review Police Department and Code Enforcement Budgets
June 24	Manager, Finance Director City Clerk & Dept Director	1:00 PM	Review Public Works, Sanitation and Road Budgets
June 24	Manager, Finance Director City Clerk & Dept Director	1:00 PM	Review CITT & Capital Projects Budgets
July 1	Property Appraiser		Certifies to the taxing authority the taxable value within the jurisdiction on Form DR-420.
July 4	Village of Biscayne Park		Independence Day Holiday, Village Offices Closed
July 8	Finance Director		Draft of Proposed Budget to Manager for review
July 11 - 12	Manager, Clerk, & Finance Dir.		Final Review Manager's Proposed Budget
July 27	School Board	6:00 PM	Dade County Public Schools First Public Budget Hearing
August 2	Manager		Presents the 2012 Proposed Budget to the Commission
August 4	Village of Biscayne Park		Within 35 days of the Certification of Taxable Value, each taxing authority certifies the completed DR-420 and any additional forms to the Property Appraiser.
August 16	Budget Workshop Village of Biscayne Park	6:30 PM	Managers Budget Message Review: Fund 001 - General Fund Revenues & Expenditures Review: Fund 001 - General Government Review: Fund 001 - Administrative Review: Fund 001 - Finance Review: Fund 001 - Parks and Recreation Review: Fund 001 - Legal Review: Fund 001 - Comprehensive Planning
August 17	Budget Workshop Village of Biscayne Park	6:30 PM	Review: Fund 001 - Public Works Review: Fund 101 - Road Fund Review: Fund 402 - Sanitation Fund Review: Fund 103 - CITT Fund Review: Fund 001 - Building Review: Fund 301 - Capital Projects Fund

FY 2011-12 BUDGET CALENDAR

DATES	RESPONSIBLE PARTY	START TIME	TRIM REQUIREMENT
<i>August 18</i>	<i>Budget Workshop Village of Biscayne Park</i>	<i>6:30 PM</i>	<i>Review: Fund 001 - Police Review: Fund 001 - Code Enforcement Review: Fund 105 - Police Forfeiture Fund</i>
August 24	Property Appraiser		Mails the TRIM Notice to Taxpayers
September 5	Village of Biscayne Park		Labor Day Holiday, Village Offices Closed
September 7	School Board	6:00 PM	Dade County Public Schools Second Public Budget Hearing
September 8	Miami Dade County	5:01 PM	Miami Dade County First Public Budget Hearing
<i>September 13</i>	<i>Village of Biscayne Park</i>	<i>6:30 PM</i>	<i>First Public Hearing on the Proposed Millage Rate and Tentative Budget (Information is on TRIM Notice) (day 65 to 80)</i>
September 16	Village of Biscayne Park		Within 15 days after the tentative budget hearing, the taxing authority advertises its intent to adopt a final millage and budget using the appropriate advertisement. (Before day 90, Sept 28)
<i>September 20</i>	<i>Village of Biscayne Park</i>	<i>6:30 PM</i>	<i>Second Public hearing to adopt the final millage rate and budget within 2 to 5 days after the advertisement is published.</i>
September 22	Miami Dade County	5:01 PM	Miami Dade County Second Public Budget Hearing
September 23	Village of Biscayne Park		Within 3 days of the final budget hearing, send a copy of the ordinance adopting the final millage rate to the property appraiser, tax collector and the DOR.
September 23	Village of Biscayne Park		Within 3 days of the receipt of the Form DR-422 the taxing authority completes and certifies final millages to the property appraiser.
October 1	Village of Biscayne Park		Budget Year Begins - Oct 1, 2011 to Sept 30, 2012
October 24	Village of Biscayne Park		Within 30 days following adoption of the millage and budget ordinances, each taxing authority uses Form DR-487, Certification of Compliance, to certify compliance with the provisions of Chapter 200 F.S. to the Property Tax Oversight Program.

TRIM COMPLIANCE REQUIREMENTS ARE HIGHLIGHTED IN BLUE BOLD LETTERS

OTHER AGENCY REQUIREMENTS ARE HIGHLIGHTED IN RED BOLD LETTERS



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Maria Camara
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MINUTES
REGULAR COMMISSION MEETING
Ed Burke Recreation Center - 11400 NE 9th Court
Biscayne Park, FL 33161
Tuesday, May 3, 2011 at 7:00PM

1 Call to Order

2 Roll Call

Mayor Roxanna Ross called the meeting to order at 7:11PM. In addition to Mayor Ross, present were:
Vice Mayor Steve Bernard
Commissioner Bob Anderson
Commissioner Al Childress

Commissioner Bryan Cooper was absent.

Present from staff were:
Village Manager Ana Garcia
Village Clerk Maria Camara
Attorney John Hearn
Finance Director Michael Arciola
Police Chief Mitchell Glansberg
Public Works Director Bernard Pratt
Parks & Recreation Director Issa Thornell
Public Works Foreman Derrik Murray

3 Pledge of Allegiance and Moment of Silence

4 Presentations

4.a First Sergeant Shateria Rahming from the United States Army Recruiting Office provided a presentation.

4.b Mayor Ross presented the proclamation to Village Clerk Maria Camara recognizing the Week of May 1-7, 2011, as Municipal Clerks Week.

4.c Mayor Ross presented the proclamation to Public Works Director Bernard Pratt and Roscoe Tillman recognizing the week of May 15-21, 2011, as National Public Works Week.

4.d Manager Garcia presented employee recognitions and promotions:

> Building Clerk Jeanie Bridges recognized for her excellence in Customer Service and Organization

> Public Works employee Roscoe Tillman recognized for his excellence in Courage and Attitude.

> Parks & Recreation Coordinator Issa Thornell recognized for his excellence in Community Building and Youth Mentoring, and promoted to Director.

> Police Commander Ray Atesiano recognized for his excellence in Commitment and Perseverance.

> Village Clerk Maria Camara recognized for her excellence in Work Ethics and Integrity and promoted to Chief of Staff.

> Police Captain Antonio Sanchez promoted to Assistant Chief of Police.

The Mayor called for a recess following the presentations.

5 Additions, Deletions or Withdrawals to the Agenda

All of Commissioner Cooper's items were moved to the next regular meeting, items 12b (Commissioner Cooper's selection to the Code Enforcement Board) and 12c under old business, and items 13a and 13c under new business.

Commissioner Anderson moves his selection to the Ecology Board, item 12b under old business to the consent agenda, item 8e.

Manager Garcia to add to her report, agenda item 7, a status on the shade tree project.

Mayor Ross adds item 13e under new business, communication from County Commissioner Sally Heyman regarding North Miami's annexation proposals.

Item 7b under the Manager's report, is moved to item 11b, Resolutions.

5 Public Comments Related to Agenda Items / Good Welfare

Gage Hartung, Chair of Code Review Board - code changes for fences, walls and hedges, status on completion and presentation to the Commission.

Gary Kuhl - shade tree project.

Ray Salas - Code violations, homestead properties that are rented, noise violations, cat colonies, loose dogs, excessive trash.

John Narboni - Commission meeting attendance; speeding on Griffing Blvd; welcome packet for new residents.

James Murphy - shade tree project.

Chuck Ross - donations from residents to Public Works; Commissioner Cooper's statements on police budget and police statistics. (Handout provided to each Commissioner).

Fred Jonas - shade tree project.

Dan Samaria - accusations made by Commissioner Childress regarding shade tree donation; commission voting record.

7 Village Manager Report

> Recreation Advisory Board members Grissette Rocque Marcos and James Murphy provided a presentation on an initiative to create a Facebook page for the Recreation Department.

There was a consensus from the Commission to go forward with a pilot program.

> Manager Garcia presented the plaque to the Commission from the Arbor Day Foundation recognizing the Village of Biscayne Park as a Tree City USA 2010.

> Clerk Camara advised that additional information was pending for the renewal of the employee health benefits and that a special commission meeting would be scheduled on May 10th to finalize; the Miami-Dade County special election scheduled for May 24, 2011.

> Manager Garcia confirmed that the Biscayne Park Foundation scheduled their first event on Friday, June 10th, a summer concert in the park.

> Finance Director Arciola provided the status on the April 2011 financials, and the non-advalorem assessments schedule.

> Manager Garcia provided an update on the shade tree project and the nursery she had visited.

Commissioner Childress makes a motion to reconsider the motion that was passed at the April 12, 2011, meeting (*To accept the \$2,220 donation, plus interest earned to date, for a tree or trees as determined by the Village Manager; and the Village Manager to determine the best location, and best award of contract for the purchase; and give thanks to the residents that participated in the donation*). It was seconded by Commissioner Anderson

All in favor: Mayor Ross, Commissioner Childress and Commissioner Anderson

All opposed: None

Motion carries: 3/0

Vice Mayor Bernard did not vote either way, rather he questioned the motion and the action to be taken afterward.

Commissioner Childress makes a motion to not accept the \$2,220 donation, plus interest earned to date, and that the money be returned to the donors and have them use the funds as they wish. It was seconded by Commissioner Anderson.

After discussion, Mayor Ross requests an amendment to the motion to add that the 37 donors are thanked for their participation in the project and their hard work and efforts. Commissioner Childress accepts the donation.

After further discussion the motion, as amended, was called to a vote:

All in favor: Mayor Ross and Commissioner Childress

All opposed: Vice Mayor Bernard and Commissioner Anderson

Motion fails: 2/2

Vice Mayor Bernard makes a motion to accept the donation and that the Manager will commit to the intent of the donation and to select a single tree of the size recommended and that it be placed in the same location of the old banyon tree that was removed. Motion dies for lack of second

Commissioner Anderson makes a motion to take the exact motion that was rescinded and to amend it that the tree be planted in any location within the Ed Burke Recreation Center. Motion dies for lack of second.

After further discussion, no other motion was made, or no other action was agreed on.

> Manager Garcia provided a clarification on former Manager Frank Spence's payout. The total amount was \$19,685.31 for accrued sick and vacation as per his contract.

> Manager Garcia provided the cost for the commission meetings at approximately \$225 per hour.

8 Consent Agenda

Vice Mayor Bernard pulls the minutes for April 5, 2011, and April 12, 2011. Also pulls item 8c, Resolution 2011-22, which is moved to item 11a.

Left on the consent agenda are items 8b, Resolution 2011-21, item 8d, Resolution 2011-23, and item 8e, appointment of Karen Cohen to the Ecology Board.

Motion made by Commissioner Childress to approve the consent agenda. It was seconded by Commissioner Anderson.

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

None opposed.

Motion carries: 4/0.

On the minutes of the April 5, 2011, regular commission meeting, Vice Mayor Bernard makes a motion to approve the minutes with the additions he articulated. Motion dies for lack of second.

Motion made by Commissioner Childress to accept the minutes of April 5, 2011, as presented by the Clerk. It was seconded by Commissioner Anderson.

The motion was called to a vote:

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

All opposed: Vice Mayor Bernard.

Motion carries: 3/1

On the minutes of the April 12, 2011, special commission meeting, Vice Mayor Bernard stated he made a motion to accept the shade tree donation, but it was not included in the minutes. Clerk Camara was instructed to review and bring the minutes back for approval at the next regular commission meeting.

9 Public Hearings

< None >

10 Ordinances

< None >

11 Resolutions

11a Resolution 2011-22

A RESOLUTION OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA AUTHORIZING THE VILLAGE MANAGER AND THE VILLAGE ATTORNEY TO NEGOTIATE AN AGREEMENT FOR DEBRIS REMOVAL AND DISASTER RECOVERY SERVICES WITH GRUBBS EMERGENCY SERVICES, LLC; PROVIDING FOR AN EFFECTIVE DATE.

Attorney read the title of the resolution and Manager Garcia provided the background.

After two questions from Vice Mayor Bernard were answered, Vice Mayor makes a motion to accept resolution 2011-22. It was seconded by Commissioner Anderson.

The motion was called to a vote:

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

All opposed: None
Motion carries: 4/0

11b **Resolution 2011-24**

RESOLUTION OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK **AUTHORIZING THE MAYOR TO EXECUTE AN ADDENDUM TO THE EXISTING AGREEMENT WITH MAGNA CONSTRUCTION FOR PAVING OF THE ROADWAY** ASSOCIATED WITH PHASE III OF THE VILLAGE'S STORMWATER DRAINAGE PROJECT AT SITE D, 109 STREET AND NORTHEAST 9TH COURT; FOR AN AMOUNT NOT TO EXCEED \$34,100.00; PROVIDING FOR AN EFFECTIVE DATE

Attorney read the title of the resolution and Manager Garcia provided the background.

After discussion and clarification of the funding, and the timeline for completion as presented by Mitch Tourino from Magna Construction, Commissioner Childress makes a motion to approve resolution 2011-24. It was seconded by Commissioner Anderson.

The motion was called to a vote:

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

All opposed: None

Motion carries: 4/0

12 **New Business**

12a Manager Garcia provided the selected workshop/seminars for clear communication, conflict resolution techniques, organizational growth and development, and consensus building/training.

Recommendation was given to go forward with the selection of Wingspan Seminars and to schedule the workshop for this fiscal year, and for the next fiscal year, continue to look at the FIU presentation and compare to what is provided by former county commissioner Katy Sorenson.

Motion made by Commissioner Childress to accept Manager Garcia's recommendation. It was seconded by Commissioner Anderson.

The motion was called to a vote:

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

All opposed: None

Motion carries: 4/0

13 **New Business**

13b Vice Mayor Bernard's discussion for an ad hoc Art Review Board.

Vice Mayor Bernard provided the background and after discussion, Vice Mayor Bernard makes a motion to consider an ad hoc Art Review Board with members that have interest in, or knowledge in, or professional background in art. It was seconded by Commissioner Anderson.

After further discussion, Commissioner Childress asks to defer the item to the Manager to do further research on how other cities handle this subject, but there was no consensus.

Mayor Ross called the vote on the original motion made by Vice Mayor Bernard.

All in favor: Vice Mayor Bernard

Opposed: Mayor Ross, Commissioner Childress, and Commissioner Anderson.

Motion fails: 1/3

At 11:PM motion made to extend the meeting for an additional 15 minutes by Commissioner Anderson. It was seconded by Commissioner Childress.

The motion was called to a vote:

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

All opposed: None

Motion carries: 4/0

13e Mayor Ross: North Miami's annexation proposal.

Mayor Ross received communication from County Commissioner Sally Heyman's office that North Miami was proposing the annexation of the area east of Peachtree to the Bay, from 121st street to 105th street.

Mayor Ross recommends that a workshop be scheduled to discuss the annexation of this area by North Miami, and whether there are annexation opportunities that the Village needs to consider.

There was consensus from the entire commission to schedule a workshop and to provide preliminary studies for discussion at the workshop.

The Clerk read the announcements:

Announcements

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

Tuesday, May 10th, Code Review Board at 7:00pm

Wednesday, May 11th, Recreation Advisory Board at 6:30pm

Saturday, May 14th, Village Market from 8:00am to 2:00pm

Saturday, May 14th, Arbor Day / Earth Day / Tree City USA Celebration at 10:30am.

Monday, May 16th, Planning & Zoning Board at 6:30pm

Tuesday, May 17th, Code Enforcement Board at 7:00pm

Wednesday, May 18th, Parks & Parkway Advisory Board at 6:30pm

Tuesday, May 19th, Ecology Board at 6:30pm

Tuesday, May 24th, Miami Dade County Election from 7am to 7pm

Tuesday, May 24th, Code Review Board at 7:00pm

Monday, May 30th, all Village Departments are closed in observance of Memorial Day

Friday, June 10th, Biscayne Park Foundation Summer Concert event

Our next regular Commission meeting is Tuesday, June 21st at 7:00pm.

Motion made by Commissioner Anderson to adjourn and seconded by Commissioner Childress.

The meeting was adjourned at 11:15pm

Commission approved on _____.

Attest:

Roxanna Ross, Mayor

Maria Camara, Village Clerk



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MINUTES
SPECIAL COMMISSION MEETING
Ed Burke Recreation Center - 11400 NE 9th Court
Biscayne Park, FL 33161
Tuesday, May 10, 2011 at 6:30PM

1 Call to Order

2 Roll Call

Vice Mayor Steve Bernard called the meeting to order at 6:45PM. In addition to Vice Mayor Bernard, present were:

Commissioner Bob Anderson
Commissioner Al Childress
Commissioner Bryan Cooper

Mayor Roxanna Ross was absent.

Present from staff were:

Village Manager Ana Garcia
Village Clerk Maria Camara
Attorney Eve Boutsis
Police Chief Mitchell Glansberg

3 Pledge of Allegiance

4 Additions, Deletions or Withdrawals to the Agenda

< None >

5 Public Comments Related to Agenda Items / Good Welfare

Chuck Ross
Linda Dillon

6 New Business

Selection of employee health benefits for 2011-12. Renewal of premium due June 1, 2011

Clerk Camara provided the background on the recommended selection:

- Coventry Health Care of Florida - Premier Choice 100-5000 Plan, coupled with gap plan from American Fidelity Assurance Company.
- Life insurance benefit from Unum Group.
- Buy up plans for additional dental and vision benefits.

This rate for this plan would be \$130,803 annually, a 7.4% decrease from the current plan.

Manager Garcia also proposes to eliminate the \$30 per pay period contribution for the staff (police and general staff) towards their health benefits.

Clerk Camara would also look towards doing a renewal for October 1, 2011, which would bring our renewal period in line with our fiscal year budget. This will be done in September.

During discussion, the following questions came up from the Commission:

> For pre-existing conditions for the first 12 months from the effective date of a covered person's coverage. The exclusion is waived if your employer pays the employee only premium. So that means if an employee has a pre-existing condition, that means it is OK since the Village is paying the premium. But what about if the spouse or a child has a pre-existing condition?

> Is a pregnancy considered "pre-existing" ?

> If the employee chooses a doctor out of network, the deductible is \$7,500. The GAP will only cover up to \$5,000. Can the employee "buy up" on a GAP Plan to cover the additional \$2,500?

> If I utilize one of their outpatient facilities for a procedure it states that I only pay \$250. Can I get that \$250 reimbursed under the GAP plan? Or is the "minimum" on an "occurrence" \$500? If that is the case and I went to the hospital for the outpatient procedure (not one of the Coventry facilities) and I paid \$800, can I get the \$800 reimbursed under the GAP plan?

> Under the Coventry Plan: It states that for outpatient physical, speech and occupational therapy, the cost is 0% after deductible. So if each session is \$150 and I have to go for 20 visits, that totals \$3,000. That is under the deductible, so do I then go to the GAP plan to get that reimbursed?

> What if I'm traveling out of the state and I need a procedure or an MRI and I am not able to use one of their facilities?

Clerk Camara was instructed to get clarification on these questions. If there is a material change based on the answers, an emergency meeting would be called to discuss further.

Attorney Boutsis read the title of **Resolution 2011-25**:

A RESOLUTION OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA RELATING TO CONTRACTS; **AUTHORIZING THE VILLAGE TO PROVIDE EMPLOYEE HEALTH BENEFITS FOR THE PERIOD OF JUNE 1, 2011 THROUGH MAY 31, 2012**; AND PROVIDING FOR AN EFFECTIVE DATE.

Commissioner Childress makes a motion to accept the Manager's recommendation. It was seconded by Commissioner Anderson.

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

All opposed: None

Motion carries: 4/0

The meeting was adjourned at 9:10pm

Commission approved on _____.

Attest:

Roxanna Ross, Mayor

Maria Camara, Village Clerk



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

Mayor and Commission

Roxanna Ross
Mayor

Steve Bernard
Vice Mayor

Robert "Bob" Anderson
Commissioner

Albert Childress
Commissioner

Bryan Cooper
Commissioner

Ana Garcia
Village Manager

John J. Hearn
Village Attorney

Maria Camara
Village Clerk

MINUTES
SPECIAL COMMISSION MEETING
Ed Burke Recreation Center - 11400 NE 9th Court
Biscayne Park, FL 33161
Wednesday, May 25, 2011 at 6:30PM

1 Call to Order

2 Roll Call

Mayor Ross called the meeting to order at 6:40PM. In addition to Mayor Ross, present were:

Vice Mayor Bernard
Commissioner Bob Anderson
Commissioner Al Childress
Commissioner Bryan Cooper

Present from staff were:

Village Manager Ana Garcia
Village Clerk Maria Camara
Police Chief Mitchell Glansberg
Public Works Director Bernard Pratt
Public Works Admin. Assistant Cesar Hernandez
Public Works Foreman Derrik Murray

3 Pledge of Allegiance

4 Presentations

< None >

4 Additions, Deletions or Withdrawals to the Agenda

< None >

5 Public Comments Related to Agenda Items / Good Welfare

Karen Cohen: Recycling

Audrey Earhardt: Recycling; annexation of Peachtree section; landscaping addition to the Recreation center; allow more time for commissioners to speak.

Laurie Cajas: Driveway repair from the drainage project.

Matt Davis: Recycling

Estelle Hacias: Recycling

Kate Skindzer: Recycling

Lauren Caban: Recycling

Carmen DiBernardi: Recycling; waste fee assessments for multi-family residential units.

Jeanmarie Massa, Recycling Manager, Miami-Dade County Department of Solid Waste Management, was in attendance and provided answers to questions that were raised.

As there were additional questions regarding the recycling proposal, Commissioner Cooper makes a motion to move up item 8a, Resolution 2011-27, to discuss immediately after Public Comments. It was seconded by Vice Mayor Bernard.

The motion was called to a vote:

All in favor: Vice Mayor Bernard, Commissioner Childress, Commissioner Cooper

All opposed: Mayor Ross and Commissioner Anderson _____

Motion carries: 3/2

8a **Resolution 2011-27**

A RESOLUTION OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE AN INTER-LOCAL AGREEMENT WITH MIAMI-DADE COUNTY TO PROVIDE CURBSIDE COLLECTION OF RECYCLABLE MATERIALS WITHIN THE VILLAGE; AND PROVIDING FOR AN EFFECTIVE DATE.

Clerk Camara read the title of the resolution

Manager Garcia provided background.

Based on the questions raised during Public Comment, and questions and comments from the commission, Commissioner Childress makes a motion to defer the item to another date, to be determined, as there is not enough information to make a decision. It is seconded by Vice Mayor Bernard.

The main issues to be looked into further are:

> Have the residents been given ample time and information on the change being recommended and to allow for their input. It is recommended that a flyer be included in the next newsletter to get feedback on the container size, the frequency of pick-up, allowable materials that can be recycled.

> The size and mechanics of the Miami-Dade County recycling truck. Manager Garcia requested that Miami-Dade County have one of their trucks come to the Village to drive through our streets.

> Has Miami Shores been given an opportunity to present their services or to improve on areas that we have a concern with. Manager Garcia advised that they will be invited to the next regular commission meeting to give a presentation.

> What would be the cost if we opt out of the contract?

After discussion, the motion was called to a vote:

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

All opposed: None

Motion carries: 5/0

Mayor Ross asked that the item be brought back to the June 21, 2011 regular commission meeting.

7 **Ordinances (First Reading)**

Ordinance 2011-01

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 A MODIFICATION TO THE SCHEDULE FOR SOLID WASTE COLLECTION ASSESSMENTS FOR MULTI-FAMILY ASSESSED PROPERTY WITH FOUR OR MORE RESIDENTIAL UNITS ON A SITE AND FOR NON-RESIDENTIAL SITES** LOCATED WITHIN THE VILLAGE OF BISCAYNE PARK FOR THE FISCAL YEAR BEGINNING ON OCTOBER 1, 2010; WHICH FEE SHALL BE \$1,750.00; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION; PROVIDING FOR AN EFFECTIVE DATE.

Clerk Camara read the title of the ordinance.

Manager Garcia provided the background and added a change to the fee from \$1,750, to \$2,232 for both multi-family units and non-residential sites, and also the number of units affected from '4 and over' to '6 and over'.

Mayor Ross opened the floor for public comment, but there were none.

Vice Mayor Bernard makes a motion to not accept the ordinance. It was seconded by Commissioner Cooper.

There was further discussion on the method used to calculate the proposed rate, keeping the same single family rate of \$558 for properties with 3, 4 and 5 units, size of the dumpsters used, having outside vendors bring their trucks through our Village.

After discussion, Vice Mayor Bernard amends his original motion to go forward with the ordinance, but to strike the wording on multi-family assessed properties, and only leave the language for non-residential sites. In regards to the fee assessed, it would be left open until after an analysis is done to confirm the calculation of the cost. The amendment was accepted by Commissioner Cooper.

The motion was called to a vote.

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

All opposed: Mayor Ross and Commissioner Anderson

Motion carries: 3/2

8 Resolutions

8.b Resolution 2011-28

A RESOLUTION OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA; **ESTABLISHING THE ANNUAL WASTE FEE ASSESSMENT FOR THE VILLAGE OF BISCAYNE PARK FOR THE FISCAL YEAR BEGINNING ON OCTOBER 1, 2011**; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION; AND PROVIDING FOR AN EFFECTIVE DATE.

Manager Garcia provided the background which is supported by the Manager's proposed Sanitation budget for fiscal year 2011-12.

Commissioner Anderson makes a motion to accept resolution 2011-28 as per the manager's recommendation. It was seconded by Vice Mayor Bernard.

The primary points of discussion were the purchase of two vehicles (a pick up truck and garbage truck), the calculation of the administrative fee, the projection of the revenues for special pick up fees.

There was a 10-minute recess from 9:36pm to 9:46pm

Commissioner Childress was unclear on the changes that needed to be made based on the first reading of ordinance 2011-01, and the fee that would be assessed for the non-residential sites.

The original motion was amended to clarify that the same changes made on ordinance 2011-01 would be reflected on this resolution, and the \$1,750 fee assessment stated on the resolution would be further analyzed and confirmed and could be adjusted +/- \$500.

The motion as amended was called to a vote:

All in favor: Mayor Ross, Commissioner Childress and Commissioner Anderson

All opposed: Vice Mayor Bernard and Commissioner Cooper.

Motion carries: 3/2

8.c **Resolution 2011-29**

A RESOLUTION OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA **GRANTING AUTHORITY TO THE VILLAGE CLERK, AS THE VILLAGE MANAGER'S CHIEF OF STAFF TO SERVE AS THE TEMPORARY CONTRACTING OFFICER AND BANK SIGNATORY** DURING THE VILLAGE MANAGER'S ABSENCE; AND PROVIDING FOR AN EFFECTIVE DATE.

Manager Garcia provided the background.

Commissioner Cooper makes a motion to approve and it was seconded by Commissioner Anderson

Manager Garcia clarified that the provision to have two signatures on all checks, one from an elected official and one from the administration, would remain.

The motion was called to a vote:

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

All opposed: None

Motion carries: 5/0

9 **Final Public Comment**

< None >

10 **Final Public Comment**

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

Thursday, May 26th - Code Enforcement at 7:00pm

Monday, May 30th - All Village departments closed in observance of Memorial Day.

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

Wednesday, June 8th - Recreation Advisory Board at 6:30pm

Friday, June 10th - The Biscayne Park Foundation's Summer Concert Event beginning at 6:30pm.

Tuesday, June 14th - Code Review Board at 7:00pm

Wednesday, June 15th - Parks & Parkway Advisory Board at 6:00pm

Thursday, June 16th - Ecology Board at 6:30pm

Monday, June 20th - Planning & Zoning at 6:30pm

Our next regular Commission meeting is Tuesday, June 21, 2011 at 7:00pm.

Motion made by Commissioner Anderson to adjourn and it was seconded by Commissioner Childress.

The meeting was adjourned at 10:11pm

Commission approved on _____.

Attest:

Roxanna Ross, Mayor

Maria Camara, Village Clerk



VILLAGE OF BISCAYNE PARK
640 NE 114TH STREET
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Mayor and Commission

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Steve Bernard
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Commissioner

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Commissioner

Bryan Cooper
Commissioner

Ana Garcia
Village Manager

John J. Hearn
Village Attorney

Maria Camara
Village Clerk

MINUTES
REGULAR COMMISSION MEETING
Ed Burke Recreation Center - 11400 NE 9th Court
Biscayne Park, FL 33161
Monday, June 20, 2011 at 7:00PM

1 Call to Order

2 Roll Call

Mayor Roxanna Ross called the meeting to order at 7:11PM. In addition to Mayor Ross, present were:

Vice Mayor Steve Bernard
Commissioner Bob Anderson
Commissioner Al Childress
Commissioner Bryan Cooper

Present from staff were:

Village Manager Ana Garcia
Village Clerk Maria Camara
Attorney John Hearn
Police Chief Mitchell Glansberg
Public Works Director Bernard Pratt
Parks & Recreation Director Issa Thornell
Public Works Administrative Assistant Cesar Hernandez
Finance Clerk Wendy Hernandez

3 Pledge of Allegiance and Moment of Silence

Mayor Ross introduced the change of Vice Mayor, as is customary every six months, from Commissioner Bernard to Commissioner Anderson.

4 Presentations

- 4.a Dr. Dorothy Bendross-Mindingall, Miami-Dade County School Board representative for district 2, and her staff, provided a presentation on the financial status of the school board and the goals and objectives that they have accomplished and that they are seeking for the future.

4.b Archdeacon Bruttell from the Episcopal Diocese of Southeast Florida and Rolando Llanes, R.A. from Civica, LLC, provided a presentation on the addition of a charter school on the premises of the Church of the Resurrection. Following the presentation and input from residents in attendance (Gary Kuhl; Tracy Truppman, Dan Samaria, Chester Morris, Dan Keys, Karen Cohen, and Barbara Kuhl), the following motion was made:

Vice Mayor Anderson makes a motion to direct Manager Garcia to schedule a workshop to discuss the topic of the charter school in detail, and to include representatives from the Mater Academy and Academica. It was seconded by Commissioner Bernard.

Commissioner Childress also added that he would like to get a report from the Manager and her recommendation on this topic, and to include what are all the other schools in the area.

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

All opposed: None

Motion carries: 5/0

4.c Miami Shores Public Works Director Scott W. Davis provided a presentation on the Miami Shores Recycling program. The presentation was followed by Commission comments/questions and resident comments from Dan Keys, Matt Davis, Tracy Truppman, Chester Morris, Barbara Watts, Barbara Kuhl, Estelle Hacia, and Karen Cohen.

Commissioner Bernard recommended that the Ecology Board review the information provided by Miami Shores, the resident comments from the flyer that was included in the June newsletter and do a new analysis. There was consensus from the entire commission on Commissioner Bernard's recommendation.

5 Additions, Deletions or Withdrawals to the Agenda

Attorney Hearn requests that item 11a, Resolution 2011-29, execution of the PBA Union contract, be removed from the agenda, with the goal to bring back at the July 12th meeting.

Mayor Ross would move item 13d, Commissioner Bernard's discussion on policies and procedures for donations from New Business to section 11, Resolutions, when item 11a, Resolution 2011-30, would be discussed.

Commissioner Bernard removes item 13e, discussion of disposition of existing oak trees at the Recreation Center from New Business since the warranty agreement was extended for three months.

Mayor Ross called for a recess at 10:10pm

The meeting resumed at 10:20pm

6 **Public Comments Related to Agenda Items / Good Welfare**

<None>

7 **Village Manager Report**

Due to length of the meeting, the Manager did not provide a report.

8 **Consent Agenda**

Commissioner Bernard pulls the minutes for May 3rd, May 10th and May 25th, and request to move them to the July 12th meeting. Commissioner Bernard will provide his comments for consideration by the Commission prior to the July 12th meeting.

Left on the consent agenda are the minutes for April 12, 2011. Commissioner Childress makes a motion to approve. It was seconded by Vice Mayor Anderson.

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

None opposed.

Motion carries: 5/0.

9 **Public Hearings**

< None >

10 **Ordinances - Second Hearing**

10.a **Ordinance 2011-1**

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 A MODIFICATION TO THE SCHEDULE FOR SOLID WASTE COLLECTION ASSESMENTS FOR NON-RESIDENTIAL SITES LOCATED WITHIN THE VILLAGE OF BISCAYNE PARK FOR THE FISCAL YEAR BEGINNING ON OCTOBER 1, 2010; WHICH FEE SHALL BE \$2,232.00; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION; PROVIDING FOR AN EFFECTIVE DATE.** *Approved at first reading on May 25, 2011.*

Attorney Hearn read the title of the ordinance.

Mayor Ross opened the item for public comment, and there were none.

Due to an error in the advertisement of the ordinance for second reading, a motion made by Commissioner Childress to defer the second reading of the ordinance to date certain July 12, 2011. It was seconded by Vice Mayor Anderson.

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

None opposed.

Motion carries: 5/0.

Item 12c, draft legislation on the changes to code of ordinances on fences, walls and hedges under Old Business was moved up.

- 12 12.c Attorney Hearn and Code Review Board Chair Gage Hartung provided a recap on the work leading up to the presentation of the draft ordinance.

After discussion, motion made by Commissioner Childress to bring the ordinance forward for first reading at the July 12th meeting. It was seconded by Vice Mayor Anderson.

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

Opposed: Commissioner Bernard

Motion carries: 4/1

- 12.a Linda Dillon was nominated by Commissioner Cooper and selected as the board member for Code Enforcement to fill the empty position.

Due to the lateness of the meeting, the following items not heard would be moved to the July 12th meeting.

Item 11.b - Resolution 2011-30 Establishing a gift policy for the Village.

Item 12.b - Commissioner Cooper's item on "Ethics Hot-Line" related companies.

Item 13.a - Commissioner Cooper's item on " Future condensed short bullet list of agenda items."

Item 13.b - Commissioner Cooper's item on police style badges.

Item 13.c - Mayor Ross' item on follow up of Kimley Horn Traffic studies.

Item 13.d - Commissioner Bernard's item on a discussion of policies and procedures for donations.

The Clerk read the announcements:

16 **Announcements**

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

Thursday, June 23rd - Code Enforcement Board at 7:00pm

Tuesday, June 28th - Code Review Board at 7:00pm

Monday, July 4th - All Village departments closed in observance of the Independence Day holiday.

Tuesday, July 5th - Planning & Zoning at 6:30pm

Our next regular Commission meeting is Tuesday, July 12, 2011 at 7:00pm.
(Moved to the second Tuesday due to the Independence Day long weekend.)

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

The meeting was adjourned at 11:00pm

Commission approved on _____.

Attest:

Roxanna Ross, Mayor

Maria Camara, Village Clerk



BISCAYNE PARK POLICE DEPARTMENT

640 N.E. 114th Street
Biscayne Park, Florida 33161
(305) 899-8000

Date: June 24, 2011
To: Maria Camara, Village Clerk
From: **Chief Mitchell Glansberg** 
Re: July Agenda Item for Police
Cc: Ana M. Garcia, Village Manager

The Village of Biscayne Park Police Department has an opportunity to apply for a no monetary match, FY 2011-2012 records improvement Federal Grant under the Edward Byrne Justice Assistance Grant Program. The Village is entitled to \$2,535.00 under the Grant which I recommend be utilized to purchase hardware/software to modernize and make more efficient the police records function. I have utilized this Grant opportunity in 2007 to purchase a Dell laptop for Supervisors.

This current Grant can be acquired with no fiscal impact to the Village. I recommend proceeding with applying for the Edward Byrne Justice Assistance Grant Program

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3 **RESOLUTION NO. 2011-31**
4

5 **A RESOLUTION OF THE VILLAGE COMMISSION**
6 **OF THE VILLAGE OF BISCAYNE PARK, FLORIDA;**
7 **RATIFYING THE FILING OF AN APPLICATION**
8 **FOR THE EDWARD BYRNE MEMORIAL JUSTICE**
9 **ASSISTANCE GRANT IN THE AMOUNT OF**
10 **\$2,535.00, FOR USE BY THE VILLAGE OF**
11 **BISCAYNE PARK POLICE DEPARTMENT;**
12 **PROVIDING FOR AN EFFECTIVE DATE.**
13
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16 WHEREAS, the U.S. Department of Justice has been delegated authority to award the
17 Edward Byrne Memorial Justice Assistance Grant for law enforcement equipment; and,
18

19 WHEREAS, the grant with the U.S. Department of Justice will impose no obligations
20 upon the Village of Biscayne Park; and,
21

22 WHEREAS, the intended use of this grant, if awarded, is to purchase
23 hardware/software to modernize and make more efficient the police records function.
24

25 WHEREAS, due to the filing deadline, the Village has submitted the application in for
26 the grant on July 1, 2011.
27
28

29 **NOW THEREFORE IT IS HEREBY RESOLVED BY THE MAYOR AND VILLAGE**
30 **COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA:**
31
32

33 **Section 1.** That Village of Biscayne Park ratifies the action of Police Chief Mitchell
34 Glansberg (Chief Glansberg) in filing the application for federal assistance on behalf of the
35 Village of Biscayne Park with the U.S. Department of Justice for the Edward Byrne Memorial
36 Justice Assistance Grant for two thousand five hundred thirty five dollars (\$2,535.00), a copy
37 of which will be filed in the Village Clerk's office as soon as a copy is received from the U.S.
38 Department of Justice. The grant application was due to the Department of Justice on or before
39 July 1, 2011.
40

41 **Section 2.** That Chief Glansberg is authorized to execute and file with the
42 application any other documents the Department of Justice requires before awarding this grant.
43

44 **Section 3.** This Resolution shall become effective upon adoption.
45

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47 PASSED AND ADOPTED this _____ day of July, 2011.

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

Roxanna Ross, Mayor

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

Attest:

Maria C. Camara, Village Clerk

Approved as to form:

Village Attorney

**CERTIFICATE OF PARTICIPATION
FY2012 Edward Byrne Justice Assistance Grant Program**

Name of Jurisdiction: **Biscayne Park**

Total FY2012 Allocation: **\$2,535**

Please read and check one of the two choices listed below. Your response is due in this office no later than **June 27, 2011**.

Choice 1 **We wish to participate in the Drug Control and System Improvement (Byrne Grant) FY2012 application. We understand that our federal allocation for FY2012 does not require a Cash Match. We also understand that the application PROCESS must be COMPLETED by July 1, 2011 to insure inclusion of our program in the Miami-Dade County application.**

Choice 2 **We do not wish to participate in the Drug Control and System Improvement FY2012 grant application. We understand that our current allocation will be reallocated to the Miami-Dade Schools Police Department Gang Abatement Project.**

The Coordinator of our grant application will be:

Name: Mitchell S. Glauzberg
Title/Agency: CHIEF OF POLICE
Mailing Address: 1040 NE 114TH STREET
City/Zip Code: BISCAYNE PARK, FL 33161
Email Address: POLICECHIEF@BISCAYNEPARKFL.GOV
Phone Number: 305-219-8401 (cell)
Fax Number: 305-891-7241

We will use our funds in the following eligible Program Area: (Please indicate your choice below)

School Resource Officer
 Record Improvement Domestic Violence

Chief of Police Signature

Mitchell S. GLAUZBERG (Print Name)

Upon completing this form please FAX it to the attention of Michaela Doherty:
Miami-Dade County Office of Grants Coordination, at 375-4049 or email it to
mic3@miamidade.gov, by **June 27, 2011**.

BISCAYNE PARK POLICE DEPARTMENT

MEMORANDUM

TO: Ms. Ana M. Garcia, Village Manager

FROM: Chief Mitchell Glansberg 

DATE: June 20, 2011

CC: Mayor Roxanne Ross, Village Commission, Village Commissioners, Mrs. Maria Camara, Village Clerk

RE: Agenda Item, July 12 Commission Meeting: Expenditure of Crime Watch Funds

Crime Watch Funds Expenditure Background:

The Village of Biscayne Park Police Department is seeking expenditure of not more than \$490.00 from the Village of Biscayne Park Police Department's Crime Watch account pursuant to Federal and State Forfeiture Guidelines to be utilized to fund *S.A.F.E.* training and instructor certification (***Self Defense and Awareness & Familiarization Exchange***) instruction for Chief Glansberg and Commander Atesiano.

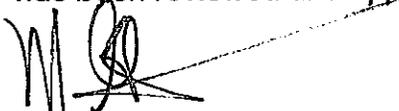
Fiscal Summary

1. Training and instructor certification per attendee,
\$185.00 (2x185.00) \$370.00
2. Overnight stay in Orlando, max \$120.00

TOTAL \$490.00

CERTIFICATION:

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



Mitchell S. Glansberg
Chief of Police

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3 **RESOLUTION NO. 2011-32**
4

5 **A RESOLUTION OF THE VILLAGE COMMISSION**
6 **OF THE VILLAGE OF BISCAYNE PARK, FLORIDA;**
7 **AUTHORIZING THE EXPENDITURE OF CRIME**
8 **WATCH FUNDS IN THE AMOUNT OF \$490.00, FOR**
9 **USE BY THE VILLAGE OF BISCAYNE PARK**
10 **POLICE DEPARTMENT; PROVIDING FOR AN**
11 **EFFECTIVE DATE.**
12
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15 WHEREAS, pursuant to the State of Florida Forfeiture Guidelines and the Department
16 of Justice/Treasury Forfeiture Guidelines, funds are available in the Village's Crime Watch
17 account; and,
18

19 WHEREAS, the funds will be utilized to pay for training and instructor certification for
20 Self Defense and Awareness & Familiarization Exchange (S.A.F.E.) for Biscayne Park Police
21 Chief Mitchell Glansberg and Police Commander Ray Atesiano; and,
22

23 WHEREAS, the intended utilization of these funds has been reviewed and approved by
24 the Village Attorney.
25
26

27 **NOW THEREFORE IT IS HEREBY RESOLVED BY THE MAYOR AND VILLAGE**
28 **COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA:**
29
30

31 **Section 1.** That Village of Biscayne Park Police Chief Mitchell Glansberg (Chief
32 Glansberg) is authorized to expend Crime Watch funds in the amount of four hundred ninety
33 dollars (\$490.00), to fund training and instructor certification for Self Defense and Awareness
34 & Familiarization Exchange (S.A.F.E.) for Biscayne Park Police Chief Mitchell Glansberg and
35 Police Commander Ray Atesiano.
36

37 **Section 2.** That Chief Glansberg is authorized to execute and submit the application
38 and registration for the Self Defense and Awareness & Familiarization Exchange (S.A.F.E.)
39 course.
40

41 **Section 3.** This Resolution shall become effective upon adoption.
42
43

44 PASSED AND ADOPTED this _____ day of July, 2011.
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**The foregoing resolution upon being
Put to a vote, the vote was as follows:**

Roxanna Ross, Mayor

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

Attest:

Maria C. Camara, Village Clerk

Approved as to form:

Village Attorney



National Self-Defense Institute, Inc.
A Not-for-Profit 501 (c) (3) Corporation

Self-defense Awareness & Familiarization Exchange

**INSTRUCTOR TRAINING & CERTIFICATION
REGISTRATION FORM**

Monday, August 8, 2011 (commencing at 8:00 AM)- 1 full-day Session

**Hosted by City of Ocoee Police Department
Training location: Ocoee Police Department Police Station
646 Ocoee Commerce Parkway, Ocoee, Fl. 34761**

**Contact: Sgt. Scott Nylander
snylander@ci.ocoe.fl.us / 407-905-3160 ext. 3315**

(Please type or print name clearly as it should appear on your certificate)

Name: Mitchell GLANSBERG (Rank) CHIEF

Agency: BISCAYNE PARK POLICE DEPARTMENT

Agency Address: 640 NE 114th STREET

City BISCAYNE PARK State FL Zip 33161

Dept. # (305) 899-8000 Cell # (305) 219-8401

Fax# (305) 891-7241 e-mail: policechief@biscayneparkfl.gov

Deadline for registrations is Thursday, July 28, 2011
(Class is limited to the first 20 registrants)

Registration Fee: \$185.00 Per Instructor, which includes
1-day training / certification / instructor manual (with reproducible forms), 2 folios + 1 video/DVD
Please refer to e-brochure for 'S.A.F.E.' PROGRAM details & options.

Fax this form to confirm your registration to: 407-905-3164

Then mail registration and payment-- making check, money order or purchase order payable to:
National Self-Defense Institute, Inc.
P. O. Box 398355
Miami Beach, FL 33239-8355
Phone (305) 868-NSDI

NSDI - FEIN# 65-0728439

Wear comfortable clothes: T-shirts/sweats/gym shoes. Cancellations will receive credit for future training.

Lodging Recommendations:
Marriott Courtyard: 10971 West Colonial Drive Ocoee, Fl. 34761, 407-573-1010
Red Roof Inn: 11254 West Colonial Drive Ocoee Fl. 34761, 407-347-0140



National Self-Defense Institute, Inc.
A Not-for-Profit 501 (c) (3) Corporation

Self-defense Awareness & Familiarization Exchange

**INSTRUCTOR TRAINING & CERTIFICATION
REGISTRATION FORM**

Monday, August 8, 2011 (commencing at 8:00 AM)- 1 full-day Session

**Hosted by City of Ocoee Police Department
Training location: Ocoee Police Department Police Station
646 Ocoee Commerce Parkway, Ocoee, Fl. 34761**

**Contact: Sgt. Scott Nylander
snylander@ci.ocoe.fl.us / 407-905-3160 ext. 3315**

(Please type or print name clearly as it should appear on your certificate)

Name: RAY Atesiano (Rank) Commander

Agency: BISCAYNE PARK Police Department

Agency Address: 640 N.E. 114th STREET

City BISCAYNE PARK State FL Zip 33161

Dept. # (305) 899-8000 Cell # (305) 527-0111

Fax# (305) 891-7241 e-mail: ratesiano@biscayneparkfl.gov

Deadline for registrations is Thursday, July 28, 2011
(Class is limited to the first 20 registrants)

Registration Fee: \$185.00 Per Instructor, which includes
1-day training / certification / instructor manual (with reproducible forms), 2 folios + 1 video/DVD
Please refer to e-brochure for 'S.A.F.E.' PROGRAM details & options.

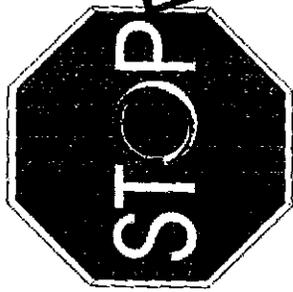
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Violence Against WomenSM



Strategies... Techniques... Options... Prevention

(305)868-NSDI
nsdi@att.net
www.nsdi.org



A Not-for-Profit 501 (c)(3) Corp.
National Self-Defense Institute, Inc. (NSDI)
STOP Violence Against Women ©2001

National Self-Defense Institute, Inc.
A Not-for-Profit 501 (c) (3) Corporation

Goal: Things RAPE

Elements of Physical Self-Defense

QUALITY

S.A.F.E.®

Self-defense Awareness & Familiarization Exchange

To prevent crimes of sexual violence in our communities through programs of education and training, focusing primarily on awareness and prevention...

OUR DUAL MISSION

To educate women about realistic options that will help them avoid... escape... and survive assaults if they do occur.



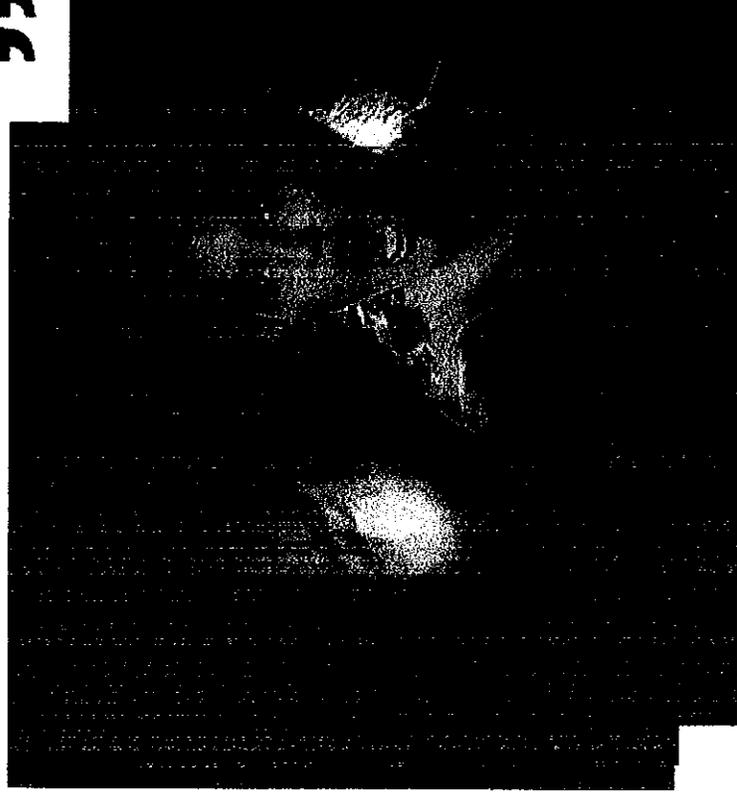
What is NSDI's 2-Hour S.A.F.E. Program?

An unparalleled educational awareness, crime victim prevention program that provides women with information that may reduce their risk of exposure to violence and introduces them to the physical aspects of self-defense.

Key elements include:

1. NSDI's dynamic, super-graphic "13-piece folio" packed with solid public safety awareness information to incorporate into their lives
2. The 17-minute video that is shown as part of every program (narrated by Emmy Award winning actress Sharon Gless as her contribution to the program)
3. A 1 ½- hour familiarization with what physical self-defense is about ... Including stun and run techniques -- by NSDI Trained and Certified S.A.F.E. Instructors.

“ Violent crimes are Crimes of Opportunity... remove the element of opportunity, you reduce the risk of attack. **”**



“If you were targeted for a violent attack, you are guaranteed one thing: there will be one person there to defend you. That person is you
...and YOU are your best defense”

*– quote from Sharon Gless,
Emmy Award-Winning Actress*

2 Hr. NSDI / S.A.F.E. PROGRAM BREAKDOWN / OUTLINE

- Welcome
- Brief Introduction of Instructor(s)
- Introduce the NSDI / S.A.F.E. PROGRAM
- Show Video
- Hand out NSDI Printed Folios
- Safety Rules explained (initial each item on form)
- Release Forms signed (if not signed,
 - A woman can only watch)
- Physical Technique Familiarization
 - a. Explanation
 - b. Demonstration
 - c. Repetition
 - (1) By the Numbers
 - (2) Slow for Form
 - d. Light Impact

Brief Summary and Closing

RAPE
1st & 2nd
word

12 Goal: Options

Give in or Get out

Things he could want...

18 Gimme Five ways not to look like a Victim

Trust your sixth sense

Seven-fold strategies for survival

Don't wait 'til the 11th hour

Awareness + Risk Reduction = 9 / 10ths of personal self-defense

Vulnerable Areas

12 Elements of Physical Self-Defense

“ 90% of Self-Defense is Awareness, Risk Reduction & Avoiding Confrontation ... Only 10% is physical. ”



WHAT'S the COST?

8-Hour Train-the-Trainer Course

Registration fee (for minimum group of 20)

@ \$185. per person **INCLUDES:**

Training & Certification,

Instructor Manual /with reproducible forms

(i.e. Release/Waiver form) for 2-Hr. Classes,

1 video/DVD & 2 full-color 13-pc. Folios

After Instructor Training, the only cost is for printed 13-piece Folios (which depends solely on how often you will facilitate the program). Cost of Folios range from \$3.50 to \$4.50 per woman depending upon quantity ordered.

Although 'S.A.F.E.' is a community service program, you have the **OPTION** of obtaining grants or local sponsors to fund your programs

OR

Charging each woman participant up to a one-time \$5.00 fee to cover cost of materials.



I predict that the number of women who will benefit from this unprecedented awareness/crime prevention program will ultimately be astounding, as you grow the program nationwide.

... Eileen LaHaie,
Program Director, Florida Regional Community Policing Institute (RCPI)
--Funded by the COPS Office within the U.S. Dept. of Justice.

The great success of this truly unique program is a testimony to your passion to prevent any future victimization of women and children. As each year goes by, more and more police departments and organizations will become exposed to the S.A.F.E. Program and how it provides an alternative to succumbing to personal victimization.

...William B. Berger,
Chief of Police, Palm Bay PD
President, International Assoc. Of Chiefs of Police (IACP) 2001-02.

As a police officer and certified ground fighting instructor, I find the S.A.F.E. Program to be a practical approach to women's self defense. This program is basic and applicable; S.A.F.E. is an important foundation for risk reduction in victimization.

...Karla Hines, Coral Springs PD

One of the best crime prevention programs to come down the pike!

...Richard Barreto, Chief of Police, Miami Beach PD (retired)

Without reservation, United Teachers of Dade would recommend to all organizations/companies the implementation of a self-defense awareness course offered through NSDI. They offer important, up-to-date information and training by professionals in their field.

...Shirley B. Johnson, Ph.D.
Florida International University

After reviewing your organization's mission, professional marketing materials and video presentation, I see that you have a program that can clearly help women from becoming victims of crime.

... Wanda Colon-Mella, MBA
Hispanic Crime Prevention Program, The Center for the Administration of Justice,
Florida International University

I write to give my full support and endorsement to NSDI and the Safe Program. I encourage your favorable review of their request for funding. The program fulfills a need to promote women's awareness of self-defense.

... Claudia Grillo, Sr. V.P., United Way of Miami-Dade



National Self-Defense Institute, Inc.
A Not-for-Profit 501 (c) (3) Corporation

Mail: P. O. Box 398355, Miami Beach, FL 33239-8355
T: 305.868.NSDI / F: 305.867.6634 / E: nsdi@att.net / www.nsdii.org



Village of Biscayne Park

640 NE 114th Street
Biscayne Park, FL 33161

Tel: 305 899 8000

Fax: 305 891 7241

Mayor and Commission

Roxanna Ross
Mayor

Robert "Bob" Anderson
Vice Mayor

Steve Bernard
Commissioner

Albert Childress
Commissioner

Bryan Cooper
Commissioner

Ana Garcia
Village Manager

John J. Hearn
Village Attorney

Maria Camara
Village Clerk

July 5, 2011

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

From: Ana M. Garcia, Village Manager

Re: **Resolution 2011-33 Miami-Dade County Parking Fines Reimbursement Program**

Background Analysis:

Miami-Dade County's Parking Fines Reimbursement Program provides reimbursements to municipalities based on a percentage of revenues collected from disabled parking fines. These funds can then be used to improve accessibility and equal opportunity to qualified persons who have disabilities in the municipality and to conduct disability public awareness programs.

The Village currently has five (5) disabled parking spaces. Two at the Ed Burke Recreation Center, two at Village Hall, and one at the Public Works facility. The Police Department and all staff have been advised to diligently observe the use of these disabled parking spaces and to ticket accordingly when they are misused.

Fiscal/Budgetary Impact:

Reimbursements received from this program will be used to improve accessibility throughout the Village.

Manager Recommendation:

Manager recommends approval.

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2
3 **RESOLUTION NO. 2011-33**
4

5 A RESOLUTION OF THE VILLAGE COMMISSION
6 OF THE VILLAGE OF BISCAYNE PARK, FLORIDA,
7 AUTHORIZING THE VILLAGE MANAGER TO
8 EXECUTE AN INTER-LOCAL AGREEMENT WITH
9 MIAMI-DADE COUNTY TO PARTICIPATE IN THE
10 FISCAL YEAR 10-11 PARKING FINES
11 REIMBURSEMENT PROGRAM; PROVIDING FOR AN
12 EFFECTIVE DATE.
13

14 WHEREAS, there exists five (5) handicapped parking spaces within the Village of
15 Biscayne Park; and,
16

17 WHEREAS, Miami Dade County's Parking Fines Reimbursement Program allows
18 municipalities to obtain reimbursements on a percentage of revenue collected from disabled
19 permit parking fines; and,
20

21 WHEREAS, funds reimbursed shall be used to improve accessibility and equal
22 opportunity to qualified persons who have disabilities in the municipality and to conduct
23 disability public awareness programs; and,
24
25

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

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

32 **Section 2.** The Mayor and Village Commission of the Village of Biscayne Park,
33 Florida, approve the Inter-local Agreement between the Village of Biscayne Park and Miami-
34 Dade County for Fiscal Year 10-11 Parking Fines Reimbursement Program, and authorize the
35 Village Manager to execute the Agreement and to exercise the provisions contained therein,
36 copies of which are attached hereto and incorporated herein by reference.
37

38 **Section 3.** This Resolution shall become effective upon adoption.
39

40 PASSED AND ADOPTED this ____ day of July, 2011.
41

42 **The foregoing resolution upon being**
43 **Put to a vote, the vote was as follows:**
44

45 _____
46 Roxanna Ross, Mayor

Mayor Ross : _____
Vice Mayor Anderson: _____

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Attest:

Maria C. Camara, Village Clerk

Approved as to form:

Village Attorney

Commissioner Bernard: _____
Commission Childress : _____
Commissioner Cooper: _____

INTERLOCAL AGREEMENT

This agreement is entered into this _____ day of _____ year, by and between Miami-Dade County, Florida, a political subdivision of the State of Florida (the “County”) and _____ (the “municipality”), a municipal corporation organized and existing under the laws of the State of Florida.

WITNESSETH

WHEREAS, Section 316.008 Florida Statutes, and Section 30-447. Code of Miami-Dade County, authorizes the charging of fines for misuse of specially marked parking spaces for people with disabilities, and

WHEREAS, Miami-Dade County proposes to distribute said fines under the provisions of Section 30-447 of the Code of Miami-Dade County, Florida.

NOW THEREFORE in consideration of the covenants contain herein, the parties agree as follows

1. This agreement shall become effective upon its execution by the authorized officers of the parties and will continue annually upon agreement by both parties.

2. The allocation of the disabled parking fine monies shall be used to provide funds to improve accessibility and equal opportunity to qualified physically disabled persons and to provide funds to conduct public awareness programs concerning physically disabled persons.

3. The parties shall annually submit an affidavit sworn by the chief administrative official of the municipality to the Miami-Dade County Office of Americans with Disabilities Act Coordination, hereinafter known as the “ADA Office”.

4. The affiant will affirm that expenditures meet the following criteria:
 - a. The funds reimbursed shall be used to improve accessibility and equal opportunity to qualified persons who have disabilities in the municipality and to conduct public awareness programs in the municipality concerning persons who have disabilities.

 - b. If only a portion of the project or program is being promoted to benefit people with disabilities, then only that portion of the project or program may be funded with these monies.

5. The parties agree to follow the terms and conclusions regarding payment as follows:
 - a. The percentage for distribution shall be calculated by the County annually. Each year the County shall notify all municipalities of the percentages of distribution of the disabled permit parking fine money for the upcoming annual period. The percentage for distribution to the County and to the municipalities is based on a percentage of total revenue which is determined by calculating the total number of fines paid county-wide. Funding estimates include a percentage of the monies which were not distributed to any municipalities in the previous year.

- b. The County agrees to pay the municipality under this agreement based on a payment schedule agreed upon by the Office of ADA Coordination, accompanied by such documentation as requested.
- c. In no event shall County funds be advanced to any subcontractor hereunder.
- d. The parties shall return funds to the Clerk of the Board if the project is not successfully completed and shall allow the Office of ADA Coordination to audit projects and conduct site visits. Any such audits or inspections shall be conducted in such manner and at such times so as not to unreasonably interfere with the day-to-day operation of the parties.
- e. The County may amend the terms of this agreement from time to time, as it may deem necessary.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their respective and duly authorized officers on the date hereinabove first mentioned.

ATTEST:

MIAMI-DADE COUNTY, FLORIDA

By: _____

Harvey Ruvin, Clerk

Carlos Alvarez, Mayor

ATTEST:

CITY OF _____, FLORIDA

By: _____

City Clerk

City Manager

(Date)

(Official Seal)

GENERAL AFFIDAVIT

State of Florida

County of _____

BEFORE **ME,** the undersigned Notary,
_____ *[name of Notary*
before whom affidavit is sworn], on this _____ *[day of month]* day of
_____ *[month]*, 20____, personally appeared
_____ *[name of affiant]*,
known to me to be a credible person and of lawful age, who being by me first duly
sworn, on _____ *[his or her]* oath, deposes and says:

The municipal parking fines funds reimbursed shall be used to improve accessibility and equal opportunity to qualified persons who have disabilities in the municipality and to conduct public awareness programs in the municipality concerning persons who have disabilities.

If only a portion of the project or program is being promoted to benefit people with disabilities, then only that portion of the project or program will be funded with these monies.

The municipality shall return funds to the Clerk of the Board if the project is not successfully completed and shall allow the Miami-Dade County Office of ADA Coordination to audit projects and conduct site visits. Any such audits or inspections shall be conducted in such manner and at such times so as not to unreasonably interfere with the day-to-day operation of the parties.

[set forth affiant's statement of facts]

[signature of affiant]

[typed name of affiant]

[address of affiant, line 1]

[address of affiant, line 2]

State of Florida
County of _____

Sworn to (or affirmed) and subscribed before me this _____ day of _____,
_____ (year), by _____ (name of person making
statement).

(Signature of Notary Public - State of Florida)

(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____



County Executive Office
County Manager
111 NW 1st Street • Suite 2910
Miami, Florida 33128-1994
T 305-375-5311 F 305-375-1262

May 20, 2011

miamidade.gov

Ana M. Garcia, Village Manager
Village of Biscayne Park
Office of the Village Manager
640 NE 114th St.
Biscayne Park, FL 33161

Dear Ms. Garcia:

I am pleased to advise you that Miami-Dade County is commencing the process for the Fiscal Year 10-11 Parking Fines Reimbursement Program. The program requires that an Affidavit (see enclosed template) be submitted annually from the municipality's chief administrative official. The Affidavit states that the funds reimbursed shall be used to improve accessibility and equal opportunity to qualified persons who have disabilities in the municipality and to conduct disability public awareness programs.

In order to participate in the program, there is a one-time requirement to complete the enclosed Interlocal Agreement and return it to the Office of ADA Coordination. It is our goal to increase participation in the program in order to get these monies back into the communities where they can be used to fund programs for persons with disabilities. Additionally, it is hoped that more reimbursements create additional incentives to enforce the accessible parking laws, thus freeing up more spaces for those who are entitled to use them.

For the most recent period we show no fines generated from your municipality. If your municipality does generate disabled permit parking fines in the future, your participation in this program is encouraged. While you have no funds available for reimbursement this year, it is recommended that you complete the Interlocal Agreement by the deadline of **July 29, 2011**. Thus, if funds become available next year, you will need only complete the Affidavit at that time.

Reimbursements to municipalities are based on a percentage of revenue collected during Fiscal Year 09-10 that is determined by calculating the total amount paid on tickets issued in the municipality divided by the total number of tickets paid countywide. Funding estimates include a percentage of the carryover monies that were not distributed to any municipalities in the previous year.

In accordance with Section 30-447 of the Code of Miami-Dade County, parking fine money generated from the misuse of marked spaces for people with disabilities is used in the following manner:



Parking Fines Reimbursement Program
Page 2

- One-third of the money is used to defray the Clerk of Courts' administrative expenses; and
- Two-thirds of the money is used to provide funds to improve accessibility and equal opportunity to qualified physically disabled persons and to provide funds to conduct public awareness programs concerning physically disabled persons. Of this amount, 30 percent is retained by the County for countywide purposes, in accordance with State law, and 70 percent is allocated to the governmental entity having jurisdiction over the violation.

If you need additional information regarding the Parking Fines Reimbursement Program, please contact Office of ADA Coordination Director Heidi Johnson-Wright at 305-375-3566, 111 N.W. 1 Street, Suite 1035, 10th Floor, Miami, Florida 33128.

Sincerely,



Alina T. Hudak
County Manager

Enclosures

- c: Wendi J. Norris, Director, General Services Administration
Jennifer Glazer-Moon, Director, Office of Strategic Business Management



Village of Biscayne Park

640 NE 114th Street
Biscayne Park, FL 33161

Tel: 305 899 8000
Fax: 305 891 7241

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Commissioner

Ana Garcia
Village Manager

John J. Hearn
Village Attorney

Maria Camara
Village Clerk

July 5, 2011

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

From: Ana M. Garcia, Village Manager

Re: Ordinance 2011-02 Definitions for Fences and Corner Side Yards

Background Analysis:

In April 2008, the Village Commission created a Code Review Board and appointed members to perform a comprehensive review of the Municipal Code of the Village of Biscayne Park and to provide updates and revisions as needed.

While the Board continues to meet regularly to complete their review, a request was given to the Board at the end of 2010 to bring forward their recommended changes for definitions of fences, fencing allowances for corner side yards, and hedge height restrictions. This was due mainly to the number of requests from residents to seek variances on these specific items.

In February 2011, the Code Review Board brought forward their recommended changes at the February 1st regular commission meeting. At that meeting, additional changes were recommended and discussed and it was determined that a resident workshop would be scheduled. The workshop took place on February 24th, and the Code Review Board continued their regular meetings following that workshop and are now presenting their recommendations through the first reading of this ordinance.

Fiscal/Budgetary Impact:

None

Manager Recommendation:

Manager recommends that the Commission take the Code Review Board's proposed recommendations and along with resident input, make their decision taking into consideration the safety and privacy of all residents of the Village, and the overall aesthetics of the Village of Biscayne Park.

ORDINANCE NO. 2011-2

AN ORDINANCE OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA, AMENDING CHAPTER 2 OF THE VILLAGE OF BISCAYNE PARK LAND DEVELOPMENT CODE ENTITLED "DEFINITIONS" BY ADDING DEFINITIONS FOR FENCES AND CORNER SIDE YARDS AND AMENDING THE DEFINITION FOR HEDGE; AMENDING CHAPTER 11 OF THE VILLAGE OF BISCAYNE PARK LAND DEVELOPMENT CODE ENTITLED "ACCESSORY STRUCTURES ", BY AMENDING SECTION 11.6; ADDRESSING CORNER SIDE FENCES AND WALLS, HEIGHT, AND RELATED CHANGES; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION; PROVIDING FOR CONFLICT; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Code Review Committee has provided suggested changes to the Village Land Development Code which address fences, walls and hedges; and

WHEREAS, the Village Commission is aware that citizens have had issues when attempting to locate corner side fences and certain fence materials on their property; and

WHEREAS, the Village Commission deems it to be in the best interests of the citizens of Biscayne Park to amend the Village's Land Development Code to add certain definitions and to address fences, walls, and hedges; 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. Chapter 2 of the Village of Biscayne Park Land Development Code is hereby amended to read as follows:

* * *

~~2.2.26 F.S.:~~ The abbreviation "F.S." shall mean the latest edition or supplement of the Florida Statutes.

2.2.26 Fence: An artificially constructed barrier, including gates, erected to enclose, screen or separate an area.

* * *

~~2.2.31 Hedge: A dense row of shrubs or low trees in excess of eight (8) feet in length which constitutes a barrier. A continuous planting of shrubs constituting a visual screen serving a function similar to a fence or wall.~~

* * *

2.2.70 *Yard:* An open space on the same lot with a building, said space being unoccupied and unobstructed from the ground upward, except as otherwise permitted herein. A front, rear or side yard shall be defined as that open space adjoining a front, rear, or side lot line respectively.

~~2.2.71 *Year:* The word "year" shall mean a calendar year, unless otherwise specified.~~

2.2.71 *Yard, corner side:* The open space between the closest point of the principal building and the side line of the lot which abuts a street and extending from the front line of the building to the rear line of the building.

Section 3. Chapter 11 of the Village of Biscayne Park Land Development

Code is hereby amended to read as follows:

* * *

11.6 Fences, walls and hedges.

11.6.1 *Location.*

(a) Except as otherwise provided in Section 11.6 below, All fences, walls and hedges may shall be located within any yard including upon up to the property line thereof. No such wall, fence or hedge shall extend beyond an official right-of-way line.

(b) When a fence, wall or hedge is placed on a property line abutting an alley, whether it be on an alley or a front property line, at least forty (40) square feet, a minimum of four (4) feet deep, of open space must be left for the temporary storage of trash and garbage containers.

(c) On interior and corner lots, walls may be located in the front yard but may be no closer than eight (8) feet from the paved street edge. (See Diagram 1 Interior lot Walls and Diagram 2 Corner lot Walls)

(d) On corner lots, fences and walls may be located in the corner side yard but may be no closer than three (3) feet from the corner side yard property line. Fences and walls may extend into the front yard beginning at the corner of the building closest to the

corner side yard property line or interior side yard property line, but not both, up to fifteen (15) feet, but no closer than fifteen (15) feet to the front yard property line. One fence may extend into either the corner side yard or interior side yard, but not both. Fences are not permitted between the front façade of the building and the front property line. A landscape buffer must be provided between the fence and the side and front property lines. (See Diagram 3 Corner lot Fences / Walls)

(e) Pedestrian gates may be located in the front yard and corner side yard provided they are attached on each side to a wall, fence or hedge. Driveway gates are not permitted.

(f) All fences, walls, hedges and gates must conform to the clear visibility triangle set forth in Chapter 5.4.1 of the Land Development Code. (See Diagram 4 Visibility Triangle)

(g) All fences, walls, and gates require a permit and approval by the Planning Board.

11.6.2 Height.

(a) The height of any hedge shall not exceed four (4) feet when located between the building and any paved street. Fences and walls, when located between the building and the interior side and the rear other property lines, fences and walls shall not exceed six (6) feet in height, and hedges shall not exceed eight (8) feet in height.

(b) The inside Through Lots on Northeast 11 Place and Northeast 11 Court from Northeast 119 Street to Northeast 121 Street shall be allowed the six-foot height from the building to and parallel to the rear property line.

(c) Properties abutting the FEC corridor shall be permitted to erect a fence or wall up to eight (8) feet in height only on the side abutting the FEC corridor.

(d) The existing hedges on Lot 30, Block 23 of Biscayne Park Estates amended shall not be affected by the height requirement only for so long as the garbage and trash trucks are parked there. When the trucks are no longer allowed there, the hedges shall conform to all the provisions of this chapter. Walls located in the front yard may not exceed three (3) feet in height. Sidewalk gates located in the front yard shall not exceed the adjacent wall height or a maximum height of three (3) feet on the hinge and latch sides, but may be arched to a maximum of four (4) feet six (6) inches at the top of the arch.

(e) On corner side yards, fences and walls may be four (4) feet in height when set back three (3) feet from the corner side yard property line and fifteen (15) feet forward from the front corner of the building as described in 11.6.1(d). The height of the fence or wall may be increased one (1) foot for each additional two (2) feet setback from the dimensions described above with a maximum height of six (6) feet. Fences and walls in the corner side yard must be of a continuous height.

11.6.3 Construction. Fences and walls may be constructed of wood, concrete, composite materials, vinyl, metal or wire, and shall be constructed so as to discourage

climbing be non-climbable and be constructed of one (1) material type except where specifically permitted herein.

(a) Wood fences shall be constructed with pressure treated pine, cedar, redwood or other rot resistant wood in according to the South Florida Building Code. Wood fences must be finished with a stain, wood preservative, or sealer. or paint. Paint Stain colors require a separate permit and approval by the planning board. Planks shall have a minimum nominal thickness of 1" (3/4" actual) and post shall not be less than a nominal 4" by 4". Only galvanized or stainless steel screws and bolts are permitted. Fences shall be constructed to be level and plumb. Gates shall be diagonally braced to prohibit sagging. Fences shall be of one color except where masonry or concrete pillars are used in conjunction with fences where the pillars may be of one color and the fence portions another color.

(b) Walls may be constructed of the following materials and must conform to the construction requirement of the South Florida Building Code and shall be of a consistent design and color of the dwelling.

(i) Coral rock. Walls constructed of stone shall be of a consistent type.

(ii) Concrete block stuccoed on both sides with a concrete cap, a smooth stucco finish or texture on all faces that reflects the finish of the dwelling. and be and combined with one (1) or more of the other construction materials listed in this subsection or ornamental wrought iron, ornamental aluminum, cast iron or cast aluminum or other a stucco treatments designed to impact an additional architectural interest. Walls constructed of decorative masonry units shall be of a consistent type and color.

(iii) Slump brick.

(iv) Used red bricks, limed red bricked or cement bricks appropriately painted.

(v) Precast concrete caps may be used in combination with the preceding wall types. Precast walls are only permitted on property lines parallel to the FEC corridor.

(c) Composite and vinyl fences shall be made of Miami-Dade County approved materials for fencing.

1. (d) Metal fences shall be made of aluminum, wrought iron and , galvanized steel or marine grade stainless steel and shall be of one (1) color. Words and pictorial images are not permitted except for one location on the gate or fence where the street numbers are permitted. Post caps, scrolls, and studs are part of the overall allowable height. Metal fences may only be of one color.

(e) (e) Wire fences shall be of chain-link or diamond weave of heavy galvanized material or material of equal strength and shall have top rails. All posts shall be set in concrete so as to be secure and safe. Decorative inserts/privacy slats are not permitted except where fences are parallel to the FEC corridor.

(d) (f) All parts of the fence, including uprights, posts and vertical and horizontal and structural supports shall be on applicant's side of the fence or wall. No part of the fence or wall shall protrude into the adjacent property or public right-of-way.

(e) (g) Plans for fences shall be submitted with each application for building permit and must be so designed to be suitable and compatible with surrounding areas.

11.6.4 Chain-link, wooden fences, and walls prohibited in certain areas.

(a) ~~Chain-link, wooden fences, and walls~~ or wire fences shall not be permitted when they extend farther toward the front street or side front property line than the front corner of the building closest to the side property line.

(b) ~~All fences that are existing at the time of adoption of Ordinance 244 (5, 1988) shall be allowed to remain until such time that they deteriorate.~~

11.6.5 Electric or barbed wire prohibited. No fence shall be constructed with barbed wire and no fence charged with electricity shall be erected.

11.6.6 Non-conforming fences and walls. Any fence or wall which has been properly permitted and approved by the Village prior to the passage of Ordinance 2011-1 and which does not comply with the requirements of this ordinance, shall be considered a legal, non-conforming structure. Such non-conforming structure may be continued until such fence or wall is damaged or in disrepair has deteriorated to the extent of more than twenty five percent (25%). At that time, such fence or wall must be removed in its entirety. In addition, such fences or walls may not be enlarged, extended, reconstructed, or structurally altered, or repaired more than ~~twenty five percent (25%)~~ fifty percent (50%), unless such change would place the fence or wall into compliance with this Section. All fences and walls that existed prior to the adoption of Ordinance 244 (5,1988), shall continue to remain until such time that they deteriorate to the extent of more than twenty five percent (25%).

11.6.7 Maintenance.

(a) Fences and walls shall be maintained free of rot, mold, rust and graffiti, and shall be repaired if not straight, plumb and level.

(b) Walls and metal fences that are stained shall be recoated or cleaned when there is excessive discoloration, fading, peeling or general deterioration.

(c) Fences, walls and hedges shall be kept free of weeds.

(d) Fences and walls that are not structural sound and present a threat to public safety shall be repaired or removed.

(e) Hedges shall not extend over or into the public right-of-way for the full height of the hedge.

Section 3. Severability. Should any section, provision, paragraph, sentence, clause of 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:

Roxanna Ross, Mayor

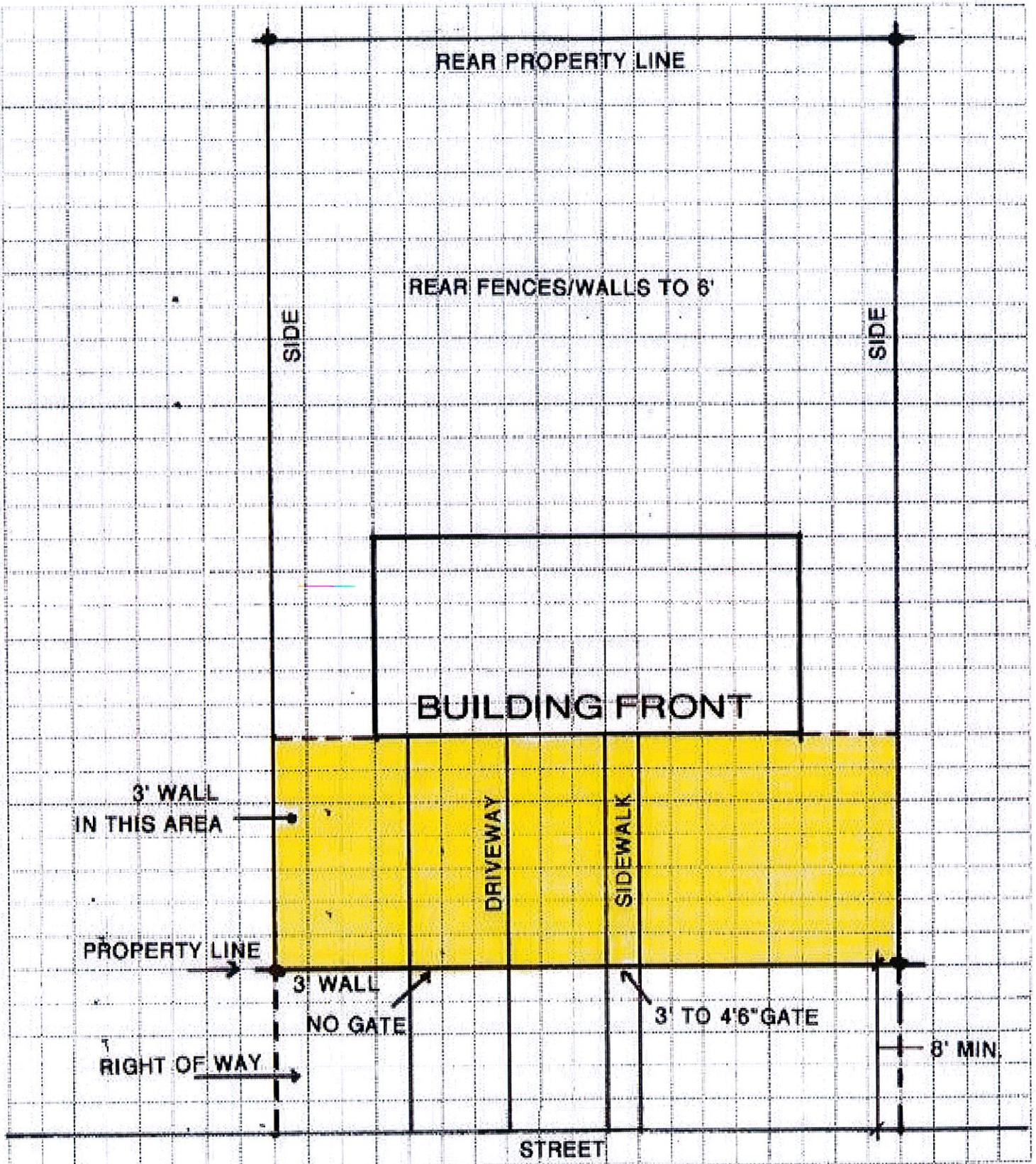
Attest:

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

Maria Camara, Village Clerk

Approved as to form:

John J. Hearn, Village Attorney



NOT TO SCALE

DIAGRAM 1 INTERIOR LOT WALLS

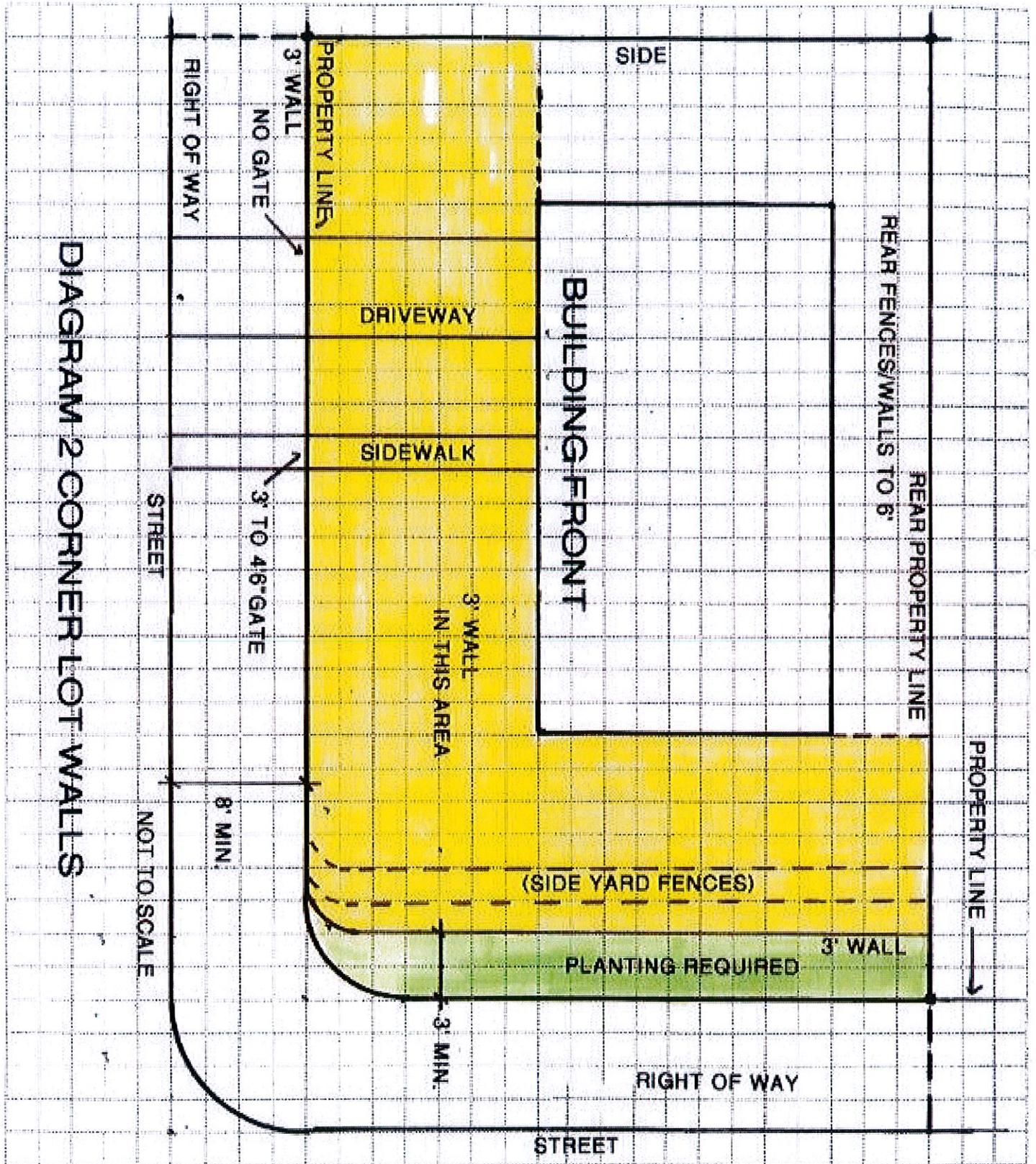


DIAGRAM 2 CORNER LOT WALLS

NOT TO SCALE

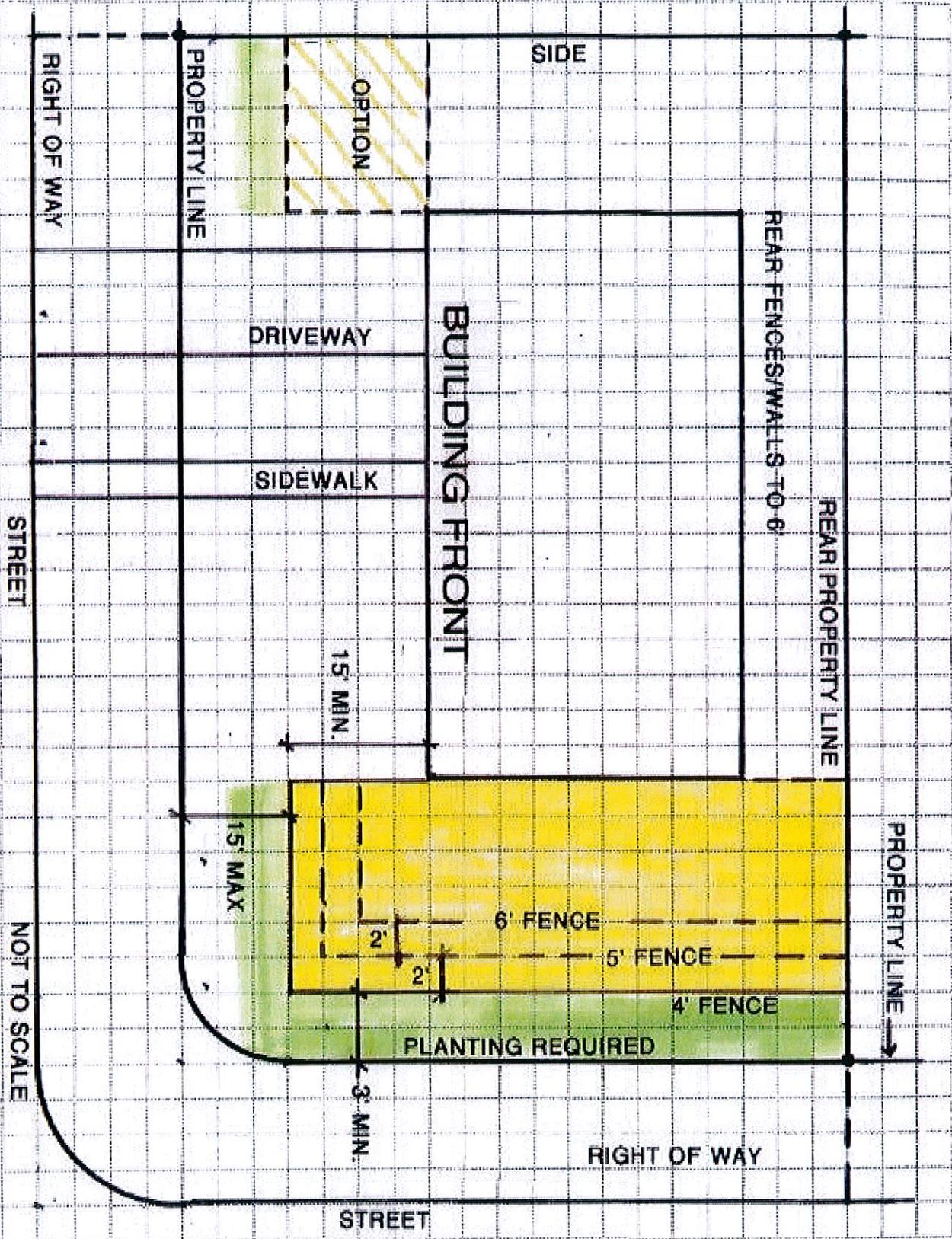


DIAGRAM 3 CORNER LOT FENCES/WALLS

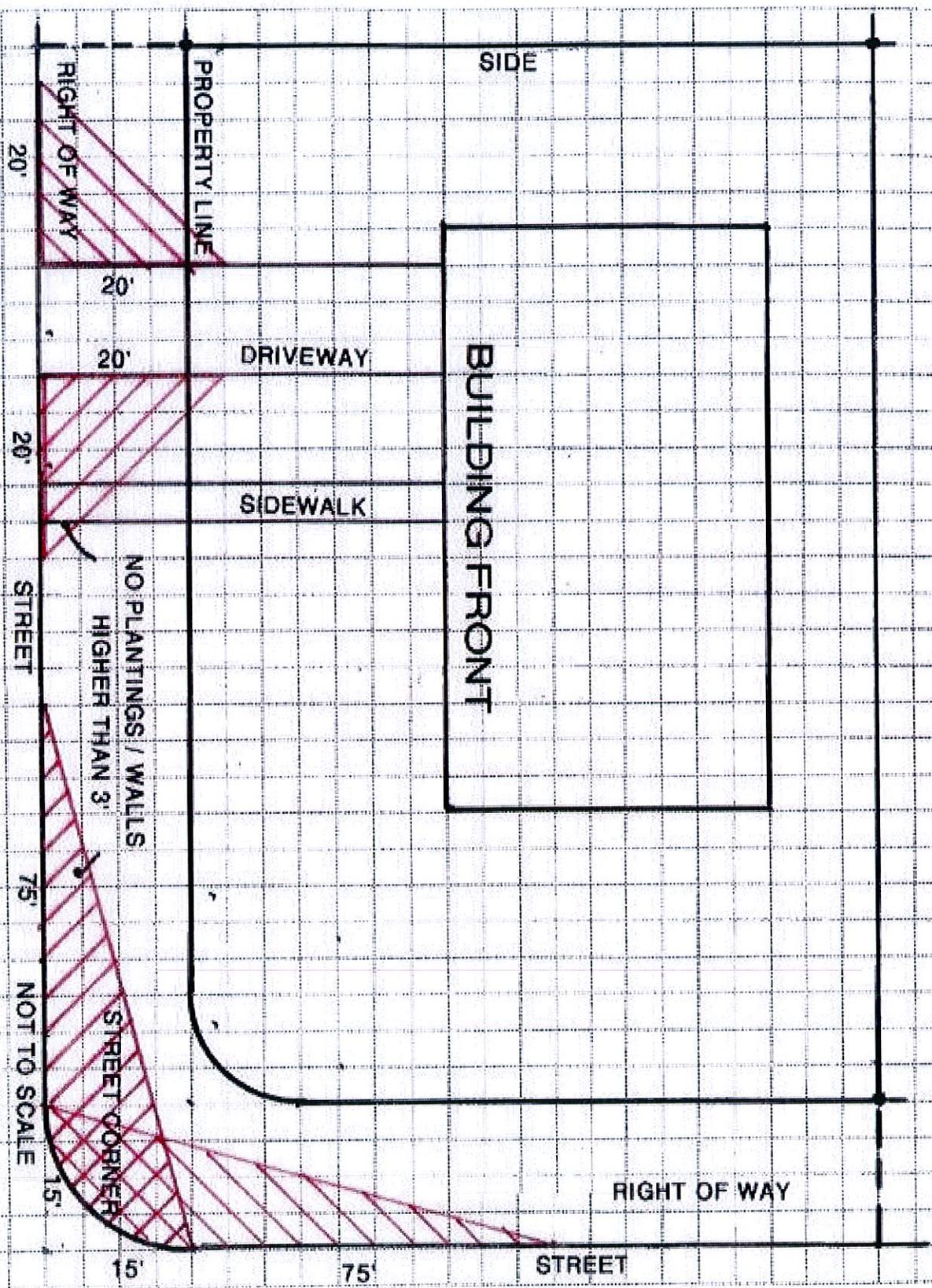


DIAGRAM 4 VISIBILITY TRIANGLE



Village of Biscayne Park

640 NE 114th Street
Biscayne Park, FL 33161

Tel: 305 899 8000
Fax: 305 891 7241

Mayor and Commission

Roxanna Ross
Mayor

Steve Bernard
Vice Mayor

Robert "Bob" Anderson
Commissioner

Albert Childress
Commissioner

Bryan Cooper
Commissioner

Ana Garcia
Village Manager

John J. Hearn
Village Attorney

Maria Camara
Village Clerk

July 5, 2011

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

From: Ana M. Garcia, Village Manager

Re: Ordinance 2011-01 Approving a modification to the schedule for solid waste collection to provide a fee for nonresidential sites.

Background Analysis:

In 2005 when the Village entered into an agreement with Miami-Dade County for the collection of our annual waste fee assessments, our code was updated to exempt residential buildings containing four (4) or more contiguous dwelling units from the solid waste management fee and allowed such units to contract with a county approved contractor. Within the Village boundaries, there are two such buildings where the owner is utilizing an outside contractor for their garbage and trash collection.

Additionally, the Village's Public Works department has been rendering services to a non-residential site, and as there is no fee associated with non-residential uses, the Village, by default, has charged the single-family residential fee (\$558) to the site.

At the first reading of this ordinance on May 25th, it was recommended that our code be amended to strike the exemption for residential buildings containing four (4) or more units, and to include and establish an annual waste fee assessment for multi-family residential units (six or more units) and for non-residential sites, and for that amount to be \$2,232.00 annually. This recommendation would also include that the waste pick up services be performed by Biscayne Park's Public Works Department, and not an outside contractor.

At the meeting, after discussion of the recommended changes, a motion was made and passed to amend the ordinance to strike the language for multi-family residential units and allow them to continue to contract out as per the current language of the code, and to only move forward with the recommendation to assess the non-residential site the fee of \$2,232.00 annually.

After further consideration and review of the two multi-family residential units (six or more), and the one non-residential site that exist in Biscayne Park, and based upon the volume of garbage and trash produced at these sites, it would be impossible to determine a true and accurate measurement and fee assessment. At this time, a proposed substitution is being provided to the Commission for consideration

Manager Recommendation

Page 1 of 2

which would be to amend the code to exempt residential buildings containing six (6) or more contiguous dwelling units and non-residential sites from the solid waste management fee and **require** such units to contract with a county approved contractor for garbage and trash collection.

Fiscal/Budgetary Impact:

Since 2005, only the two multi-family residential units (six or more) have been contracting out with an outside service. There are three tri-plex, three four-plex and one five-plex and each are utilizing the services of the Village and are paying the \$558 assessment per unit, even though the current code would have allowed them to utilize an outside contractor. The non-residential site has been assessed only the \$558 fee. Therefore the only impact would be the loss of the \$558 annual fee from the non-residential site.

Manager Recommendation:

Manager recommends acceptance of the proposed substitution language and for approval at second reading.

Pages that follows:

*Ordinance 2011-01 with the Manager's **proposed substitution language**.*

*Ordinance 2011-01 with the Manager's **proposed substitution language** – RED LINED VERSION.*

Ordinance 2011-01 with the language approved at first reading on May 25th.

Ordinance 2011-01 with the language approved at first reading on May 25th – RED LINED VERSION.

Ordinance 2011-01

Village Manager's proposed
substitution.

Red-lined version follows.

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ORDINANCE NO. 2011-01

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 A MODIFICATION TO THE SCHEDULE FOR SOLID WASTE COLLECTION ASSESMENTS FOR MULTI-FAMILY ASSESSED PROPERTY WITH SIX OR MORE RESIDENTIAL UNITS ON A SITE AND FOR NON-RESIDENTIAL SITES LOCATED WITHIN THE VILLAGE OF BISCAYNE PARK FOR THE FISCAL YEAR BEGINNING ON OCTOBER 1, 2011 REQUIRING THESE SPECIFIC USES TO CONTRACT WITH A MIAMI-DADE COUNTY APPROVED VENDOR; WHICH FEE SHALL BE \$2,232.00; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION; PROVIDING FOR AN EFFECTIVE DATE.

23 WHEREAS, Section 17.4 of the Village's Land Development Code authorizes the
24 imposition of solid waste management fees; and

25 WHEREAS, the purpose of the solid waste management fee assessment is to fund the
26 cost of providing solid waste services; and

27 WHEREAS, the imposition of a solid waste management fee assessment is an equitable
28 and efficient method of allocating and apportioning solid waste collection assessed costs among
29 residential units; and

30 WHEREAS, pursuant to Village Ordinance 2010-13, consistent with Section 17.4 of the
31 Village's Land Development Code, the Village Commission imposed a solid waste management
32 fee assessment within the Village for the fiscal year beginning on October 1, 2010, using the tax
bill collection methods; and,

1 WHEREAS, Section 17.4(a) exempted residential buildings containing four (4) or more
2 contiguous dwelling units from the solid waste management fee and allowed such units to
3 contract with a County approved contractor; and

4 WHEREAS, the Village management desires to modify the section 17.4(A) to requiring
5 all residential buildings containing six (6) or more contiguous dwelling units to contract with a
6 County approved vendor; and,

7 WHEREAS, the Village already provides solid waste services for nonresidential use sites
8 but does not designate a fee for said services in the Village Code, and the Village is unable to
9 determine an appropriate fee for such solid waste services and recommends a change to the Code
10 to require the nonresidential uses to contract for services with a Miami-Dade County approved
11 vendor; and,

12 WHEREAS, the Village assessment as to the remaining residential units shall remain
13 unchanged, at \$558.00, per residential unit, as enacted in fiscal year 2010; and,

14 WHEREAS, the total assessment from the solid waste management fee assessment,
15 throughout the Village is estimated to be \$733,440.00; now, therefore,

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

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

21 **Section 2.** Authority. This Ordinance is adopted pursuant to provisions of Section
22 17.4 of the Land Development Code and Sections 166.021 and 166.041, Florida Statutes, and
23 other applicable provisions of law.

24 **Section 3.** The Village’s Code of Ordinances, Section 17.4(a) is amended as follows:

1 17.4 Imposition of Solid Waste Management Fee Assessment.

2 (A) Residential units include all residential properties within the Village except for
3 building containing six (6) or more contiguous dwelling units are to receive solid waste services
4 from the Village. Six or more contiguous dwelling units are to contract with a County approved
5 contractor.

6 (B) The assessed properties are hereby found to be specially benefited by the
7 provision of the solid waste collection services in the amount of the solid waste management fee
8 assessment of \$558.00 per residential unit and are determined to be fairly and reasonably
9 apportioned.

10 (C) Non-residential use sites are to contract with a County approved contractor.

11 (D) For the fiscal year beginning October 1, 2011, the total solid waste management
12 fee assessment throughout the Village is estimated to be \$733,440.00.

13 (E) The solid waste management fee assessment for solid waste collection services is
14 hereby approved and shall continue to be the current schedule for solid waste collection,
15 transportation, separation and disposal service in subsequent years unless and until a new
16 management fee assessment is established by separate ordinance.

17 (F) The solid waste management fee assessment shall constitute a lien upon the real
18 property, so assessed equal in rank and dignity with the liens of all state, county, district and
19 municipal taxes and other non-ad valorem assessment.

20 **Section 4. Effect and Adoption of Ordinance.** The adoption of this Ordinance shall
21 be the final adjudication of the issues presented unless proper steps shall be initiated in a court of
22 competent jurisdiction to secure relief within twenty (20) calendar days from the date of this
23 assessment.

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

7 **Section 6. Repeal of Conflicting Provisions.** To the extent any provisions of the
8 Code conflict with this Chapter, those provisions are repealed in its entirety.

9 **Section 7. Effective Date.** This Ordinance shall be effective upon adoption on
10 second reading.

11
12 FIRST READING: _____

13 SECOND READING: _____

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

16
17 _____
18 Roxanna Ross, Mayor

19 Mayor Ross : _____
20 Vice Mayor Anderson: _____
21 Commissioner Bernard: _____
22 Commissioner Childress: _____
23 Commission Cooper: _____

24 _____
25 Maria C. Camara, Village Clerk

26
27 Approved as to form:

28
29
30 _____
31 Village Attorney
32

1 WHEREAS, Section 17.4(a) exempted residential buildings containing four (4) or more
2 contiguous dwelling units from the solid waste management fee and allowed such units to
3 contract with a County approved contractor; and

4 WHEREAS, the Village management desires to modify the section 17.4(A) to requiring
5 all residential buildings containing ~~six (6)~~ or more contiguous dwelling units to contract with a
6 County approved vendor; and,

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7 WHEREAS, the Village already provides solid waste services for nonresidential use sites
8 but does not designate a fee for said services in the Village Code, and the Village is unable to
9 determine an appropriate fee for such solid waste services and recommends a change to the Code
10 to require the nonresidential uses to contract for services with a Miami-Dade County approved
11 vendor; and,

12 WHEREAS, the Village assessment as to the remaining residential units shall remain
13 unchanged, at \$558.00, per residential unit, as enacted in fiscal year 2010; and,

14 WHEREAS, the total assessment from the solid waste management fee assessment,
15 throughout the Village is estimated to be \$733,440.00; now, therefore,

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

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

21 **Section 2.** Authority. This Ordinance is adopted pursuant to provisions of Section
22 17.4 of the Land Development Code and Sections 166.021 and 166.041, Florida Statutes, and
23 other applicable provisions of law.

24 **Section 3.** The Village’s Code of Ordinances, Section 17.4(a) is amended as follows:

1 17.4 Imposition of Solid Waste Management Fee Assessment.

2 (A) Residential units include all residential properties within the Village except for
3 building containing ~~six (6)~~ or more contiguous dwelling units ~~are to receive solid waste services~~
4 ~~from the Village. Six or more contiguous dwelling units are to~~ contract with a County approved
5 contractor.

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6 (B) The assessed properties are hereby found to be specially benefited by the
7 provision of the solid waste collection services in the amount of the solid waste management fee
8 assessment of \$558.00 per residential unit and are determined to be fairly and reasonably
9 apportioned.

Deleted: B

10 (C) Non-residential use sites ~~are to contract with a County approved contractor.~~

Deleted: C

11 (D) For the fiscal year beginning October 1, 2011, the total solid waste management
12 fee assessment throughout the Village is estimated to be \$733,440.00.

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13 (E) The solid waste management fee assessment for solid waste collection services is
14 hereby approved and shall continue to be the current schedule for solid waste collection,
15 transportation, separation and disposal service in subsequent years unless and until a new
16 management fee assessment is established by separate ordinance.

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17 (F) The solid waste management fee assessment shall constitute a lien upon the real
18 property, so assessed equal in rank and dignity with the liens of all state, county, district and
19 municipal taxes and other non-ad valorem assessment.

Deleted: F

20 **Section 4. Effect and Adoption of Ordinance.** The adoption of this Ordinance shall
21 be the final adjudication of the issues presented unless proper steps shall be initiated in a court of
22 competent jurisdiction to secure relief within twenty (20) calendar days from the date of this
23 assessment.

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

7 **Section 6. Repeal of Conflicting Provisions.** To the extent any provisions of the
8 Code conflict with this Chapter, those provisions are repealed in its entirety.

9 **Section 7. Effective Date.** This Ordinance shall be effective upon adoption on
10 second reading.

11
12 FIRST READING: _____

13 SECOND READING: _____

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

16
17 _____
18 Roxanna Ross, Mayor

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

Deleted: Bernard
Deleted: Anderson

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23 _____
24 Maria C. Camara, Village Clerk

25
26
27 Approved as to form:
28
29
30 _____
31 Village Attorney
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Ordinance 2011-01

Version approved at First
Reading on May 25, 2011.

Red-lined version follows.

1 WHEREAS, the Village assessment as to the remaining residential units shall remain
2 unchanged, at \$558.00, per residential unit, as enacted in fiscal year 2010 and add to the two new
3 fees for the category of: nonresidential use sites; and,

4 WHEREAS, the total assessment from the solid waste management fee assessment,
5 including for the non-residential units, throughout the Village is estimated to be \$733,440.00;
6 now, therefore,

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

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

12 **Section 2.** Authority. This Ordinance is adopted pursuant to provisions of Section
13 17.4 of the Land Development Code and Sections 166.021 and 166.041, Florida Statutes, and
14 other applicable provisions of law.

15 **Section 3.** The Village’s Code of Ordinances, Section 17.4(a) is amended as follows:

16 17.4 Imposition of Solid Waste Management Fee Assessment.

17 (A) Residential units include all residential properties within the Village except for
18 buildings containing four (4) or more contiguous dwelling units that have contracted with a
19 County approved contractor.

20 (B) The assessed properties are hereby found to be specially benefited by the
21 provision of the solid waste collection services in the amount of the solid waste management fee
22 assessment of \$558.00 per residential unit and are determined to be fairly and reasonably
23 apportioned.

1 (B) Non-residential use sites shall be provided with solid waste collection services at
2 a solid waste management fee of \$2,232.00, per building.

3 (C) For the fiscal year beginning October 1, 2011, the total solid waste management
4 fee assessment throughout the Village is estimated to be \$733,440.00.

5 (D) The solid waste management fee assessment for solid waste collection services is
6 hereby approved and shall continue to be the current schedule for solid waste collection,
7 transportation, separation and disposal service in subsequent years unless and until a new
8 management fee assessment is established by separate ordinance.

9 (E) The solid waste management fee assessment shall constitute a lien upon the real
10 property, so assessed equal in rank and dignity with the liens of all state, county, district and
11 municipal taxes and other non-ad valorem assessment.

12 **Section 4. Effect and Adoption of Ordinance.** The adoption of this Ordinance shall
13 be the final adjudication of the issues presented unless proper steps shall be initiated in a court of
14 competent jurisdiction to secure relief within twenty (20) calendar days from the date of this
15 assessment.

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

22 **Section 6. Repeal of Conflicting Provisions.** To the extent any provisions of the
23 Code conflict with this Chapter, those provisions are repealed in its entirety.

1 **Section 7.** **Effective Date.** This Ordinance shall be effective upon adoption on
2 second reading.

3

4 FIRST READING: _____

5 SECOND READING: _____

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

10 _____
11 Roxanna Ross, Mayor

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

12
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15 _____
16 Maria C. Camara, Village Clerk

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18
19 Approved as to form:

20
21
22 _____
23 Village Attorney
24

ORDINANCE NO. 2011-01

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 A MODIFICATION TO THE SCHEDULE FOR SOLID WASTE COLLECTION ASSESMENTS FOR ~~NON-RESIDENTIAL SITES LOCATED WITHIN THE VILLAGE OF BISCAYNE PARK FOR THE FISCAL YEAR BEGINNING ON OCTOBER 1, 2011; WHICH FEE SHALL BE \$2,232.00; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION; PROVIDING FOR AN EFFECTIVE DATE. [Ordinance approved on first reading by the Commission].~~

Deleted: MULTI-FAMILY ASSESSED PROPERTY WITH FOUR OR MORE RESIDENTIAL UNITS ON A SITE AND FOR Deleted: 0 Deleted: 1,750

WHEREAS, Section 17.4 of the Village's Land Development Code authorizes the imposition of solid waste management fees; and

WHEREAS, the purpose of the solid waste management fee assessment is to fund the cost of providing solid waste services; and

WHEREAS, the imposition of a solid waste management fee assessment is an equitable and efficient method of allocating and apportioning solid waste collection assessed costs among residential units; and

WHEREAS, pursuant to Village Ordinance 2010-13, consistent with Section 17.4 of the Village's Land Development Code, the Village Commission imposed a solid waste management fee assessment within the Village for the fiscal year beginning on October 1, 2010, using the tax bill collection methods; and,

~~WHEREAS, the Village already provides solid waste services for nonresidential use sites~~ but does not designate a fee for said services in the Village Code, and the Village seeks to implement same; and,

Deleted: WHEREAS, Section 17.4(a) exempted residential buildings containing four (4) or more contiguous dwelling units from the solid waste management fee and allowed such units to contract with a County approved contractor; and WHEREAS, there are very few residential buildings containing four (4) or more contiguous dwelling units in the Village; and WHEREAS, the Village desires to provide solid waste services to said units and the owner of the property desires to obtain said services from the Village; and WHEREAS, the Village proposes to impose a solid waste fee on these multifamily units (4 or more contiguous dwellings) of \$1,750.00, per structure; and

1 WHEREAS, the Village assessment as to the remaining residential units shall remain
2 unchanged, at \$558.00, per residential unit, as enacted in fiscal year 2010 and add to the two new
3 fees for the category of: nonresidential use sites; and,

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4 WHEREAS, the total assessment from the solid waste management fee assessment,
5 including for the non-residential units, throughout the Village is estimated to be \$733,440.00;
6 now, therefore,

Deleted: multi-family

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

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

12 **Section 2.** Authority. This Ordinance is adopted pursuant to provisions of Section
13 17.4 of the Land Development Code and Sections 166.021 and 166.041, Florida Statutes, and
14 other applicable provisions of law.

15 **Section 3.** The Village's Code of Ordinances, Section 17.4(a) is amended as follows:

16 17.4 Imposition of Solid Waste Management Fee Assessment.

17 (A) Residential units include all residential properties within the Village except for
18 buildings containing four (4) or more contiguous dwelling units that have contracted with a
19 County approved contractor.

Deleted: Multifamily residential buildings containing four (4) or more contiguous dwelling units are to contract with the Village for solid waste services.

20 (B) The assessed properties are hereby found to be specially benefited by the
21 provision of the solid waste collection services in the amount of the solid waste management fee
22 assessment of \$558.00 per residential unit and are determined to be fairly and reasonably
23 apportioned.

Deleted: B

Deleted: Multi-family residential buildings containing four (4) or more contiguous dwelling units shall be provided solid waste collection services with a solid waste management fee assessment of 1,750.00, per building.

1 (B) Non-residential use sites shall be provided with solid waste collection services at
2 a solid waste management fee of \$2,232.00, per building.

Deleted: C

Deleted: 1,750

3 (C) For the fiscal year beginning October 1, 2011, the total solid waste management
4 fee assessment throughout the Village is estimated to be \$733,440.00.

Deleted: D

5 (D) The solid waste management fee assessment for solid waste collection services is
6 hereby approved and shall continue to be the current schedule for solid waste collection,
7 transportation, separation and disposal service in subsequent years unless and until a new
8 management fee assessment is established by separate ordinance.

Deleted: E

9 (E) The solid waste management fee assessment shall constitute a lien upon the real
10 property, so assessed equal in rank and dignity with the liens of all state, county, district and
11 municipal taxes and other non-ad valorem assessment.

Deleted: F

12 **Section 4. Effect and Adoption of Ordinance.** The adoption of this Ordinance shall
13 be the final adjudication of the issues presented unless proper steps shall be initiated in a court of
14 competent jurisdiction to secure relief within twenty (20) calendar days from the date of this
15 assessment.

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

22 **Section 6. Repeal of Conflicting Provisions.** To the extent any provisions of the
23 Code conflict with this Chapter, those provisions are repealed in its entirety.

1 **Section 7. Effective Date.** This Ordinance shall be effective upon adoption on
2 second reading.

3
4 FIRST READING: _____

5 SECOND READING: _____

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

8
9 _____
10 Roxanna Ross, Mayor

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

Deleted: Bernard
Deleted: Anderson

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15 _____
16 Maria C. Camara, Village Clerk

17
18 Approved as to form:

19
20
21 _____
22 Village Attorney
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24



Village of Biscayne Park

640 NE 114th Street
Biscayne Park, FL 33161

Tel: 305 899 8000
Fax: 305 891 7241

Mayor and Commission

Roxanna Ross
Mayor

Robert "Bob" Anderson
Vice Mayor

Steve Bernard
Commissioner

Albert Childress
Commissioner

Bryan Cooper
Commissioner

Ana Garcia
Village Manager

John J. Hearn
Village Attorney

Maria Camara
Village Clerk

July 5, 2011

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

From: Ana M. Garcia, Village Manager

Re: **Resolution 2011- 29 – Approval of the Police Benevolent Association (PBA) union contract.**

Background Analysis:

It is with a great deal of pride and conviction that I convey to you my recommendation to approve the PBA union contract for the Village of Biscayne Park police officers. This contract is a result of the contributions and the sacrifices that have been made by Chief Glansberg and Assistant Chief Sanchez, working with this administration and our Village of Biscayne Park Commission, putting an exclamation mark and recognizing a very talented, high performing results and achievement oriented police team.

I want to acknowledge some of the many accomplishments of one of the best police departments in the State of Florida, a department that for the past 20 months as your Manager, I have seen get better and better every day. When I tell you I have seen it, it's because I am receiving stats from FDOT and FDLE. Additionally, and most important to me, the outpour of phone calls, letters, and emails received commending individual officers and the department as a whole has been tremendous. My interaction with our department, including riding with them and responding to a call with them, has further reassured me of the commitment, dedication and the value of the Village of Biscayne Park Police Department.

In 2009 our police department had a crime clearance rate of 52.7%, a statistic that was number one in the county. In 2010, the clearance rate was 50%, again number one in Miami Dade County per FDLE. The follow up and follow through on our cases and the communication with our residents was instrumental in this accomplishment. Community policing and detective work at its best.

In 2010 the Village of Biscayne Park Police Department achieved the distinction of being number one in the State in our division in the Click it or Ticket Safety campaign, resulting in the Village receiving over \$30,000 in equipment and supplies further enhancing our operations at a time where reductions had to be made to the budget. This year we have already been informed that again we are in the top three in the State with a final announcement of the results to be received in July. We are confident we will bring home the title again! The Village of Biscayne Park Police Department as a result of our efforts in developing a comprehensive DUI traffic safety program has also placed in the top three in the State of Florida for this endeavor and will be eligible to win a new police vehicle for our Village.

In April of 2010, Police Chief Glansberg working with the Executive Director of Miami Dade Crime Watch, developed **VBPOP**, the Village of Biscayne Park on Patrol, a crime prevention initiative that does not exist anywhere else in our county, where we trained over a dozen employees from Public Works, Parks and

Manager Recommendation

Page 1 of 2

other Village departments on how to detect, prevent and report a suspicious person and/or situation. This creative initiative resulted in one of our civilian employees noticing and reporting a suspicious vehicle and individual in our Village. The arrest was made and our police personnel reported that not only did this individual have a warrant for their arrest in Broward County, but also that items found in that vehicle led them to believe that this criminal was going to strike in our Village.

In addition to what has been mentioned, our Police Department continues to go above and beyond the call of duty, ensuring all Village special events are safe and that every resident gets the professional and personal attention they deserve.

Fiscal/Budgetary Impact:

On June the 20th, you will be presented with much more in regards to Data and Cost analysis, as we will have an executive session at 630pm prior to our Commission meeting.

Manager Recommendation:

Today, as you read this memorandum, I ask you to weigh what I have communicated to you and give us your support on what we believe is a fair and very well earned contract. Thank you.

MEMORANDUM

TO: Mayor Roxanna Ross
Honorable Village Commission
Ana M. Garcia, Village Manager

FROM: John J. Hearn, Village Attorney

RE: Police Union Agreement

DATE: July 7, 2011

CC: Maria Camara, Village Clerk
Mitch Glansberg, Chief of Police

On July 6, 2011, the Village police officers, represented by the Police Benevolent Association, approved the Collective Bargaining Agreement between the Union and the Village of Biscayne Park. The Agreement is retroactive to October 1, 2010 and expires on September 30, 2013. Consistent with Chapter 447, Florida Statutes, the Manager, with the Police Chief and Village Attorney, negotiated the Agreement and is presenting it to the Village Commission for ratification. The terms of the Collective Bargaining Agreement are consistent with the Manager's negotiations and direction received from the Village Commission during several executive sessions. The substantive changes to the Agreement are as follows:

- Article 2, Management Rights – Section 10 was added which expressly recognizes that all newly hired bargaining unit members must serve a one year probationary period. During that time, the individual may be terminated without recourse.
- Article 6, Uniforms, Vehicles, and Equipment – Section G was added which provides a take-home vehicle program requiring the Village to utilize its existing fleet of vehicles. The Village agrees to "make reasonable efforts to ensure there are sufficient amount of vehicles" for all bargaining unit members. There is a subsidy required by the officers based on miles traveled from home to the station as follows:
 - within the Village – no charge
 - length of 30 miles round trip - \$15.00 bi-weekly; adjusted to \$30.00 bi-weekly should the cost of fuel to the Village exceed \$4.00/gallon
 - 31-60 miles round trip - \$20.00 bi-weekly; adjusted to \$40.00 bi-weekly should the cost of fuel to the Village exceed \$4.00/gallon
 - 61-90 miles round trip - \$25.00 bi-weekly; adjusted to \$50.00 bi-weekly should the cost of fuel to the Village exceed \$4.00/gallon

- over 90 miles – bargaining unit members not eligible to participate in program
- Article 7, Compensation – Section A was amended to provide a starting salary for all police officers hired by the Village at \$34,125.00. The provision also provides that, effective October 1, 2011, the Village may increase the starting salary to \$36,125.00.
- Article 7, Compensation – Section B provides that bargaining unit members shall receive \$1,000.00 as a bonus (does not go to base salary) each year on December 1st, retroactive to December 1, 2010.
- Article 7, Compensation – Section C provides that Village employees are no longer required to contribute to health care costs. This benefit is consistent with the general employees as well as that of the Public Works Union.
- Article 9, Sick Leave – Clarification was made concerning the ability of an officer to roll over the first 48 hours of sick leave accrued during a given year that is unused at the end of the fiscal year. Also, officers are credited with 104 hours of sick leave per year. This is up from 96 hours of sick leave per year.
- Article 13, Safety – The Village agreed to attempt to assign at least two bargaining unit members to every shift whenever possible. If two bargaining unit members cannot be assigned, the Village has agreed to make every effort to assign a part-time or reserve police officer to have two officers bargaining unit members for each shift.
- Article 15, Promotions – This Article was added to provide for promotional exams for sergeants. The Village agrees to hold a promotional sergeant examination on or before March 1, 2012 and promote two officers to the rank of sergeant.
- The parties agreed to reopen the Agreement sometime after October 1, 2011 to negotiate/consider the implementation of a pay scale for bargaining unit members.

It is recommended by the Village Manager and the Village Attorney that the Village Commission ratify this Agreement.

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

Roxanna Ross, Mayor

Attest:

Maria C. Camara, Village Clerk

Approved as to form:

John J. Hearn, Village Attorney

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

AGREEMENT

Between

THE VILLAGE OF BISCAYNE PARK, FLORIDA
and
THE DADE COUNTY POLICE BENEVOLENT ASSOCIATION, INC.

October 1, ~~2007~~ 2010 through September 30, ~~2010~~ 2013

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PREAMBLE

THIS AGREEMENT is entered into by the Village of Biscayne Park, Florida, hereinafter referred to as the "Employer" or "Village" and the Dade County Police Benevolent Association, Inc., hereinafter referred to as the "PBA" or "Association", for the purpose of promoting harmonious relations between the Village and the Association, to establish an orderly and peaceful procedure to settle differences which might arise and to set forth the basic and full agreement between the parties concerning rates of pay, wages, hours of work and other conditions of employment. The term "officer" when used anywhere in this Agreement shall be understood to mean bargaining unit employee.

ARTICLE 1. RECOGNITION-STRIKES AND LOCKOUTS

A. The Village hereby recognizes the PBA as the collective bargaining agent for all police officers and sergeants as to wages, hours, and all other terms and conditions of employment, except for the Lieutenant, ~~the Captain, and the Chief of Police.~~ and higher ranking positions.

B. There will be no strikes, work stoppages, picketing, slowdowns, boycotts or concerted failure or refusal to perform assigned work by the officers covered under this Agreement and there will be no lockout by the Village for the duration of this Agreement. The PBA supports the Village fully in maintaining efficient operations.

C. No officer shall refuse to report for duty or to perform his assigned duties because of any demonstration or pickets by any organization. Any officer who violates this provision may be discharged.

ARTICLE 2. MANAGEMENT RIGHTS

A. The Association recognizes that the Village of Biscayne Park possesses the sole right to operate and manage its Departments 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 the specific and express terms of this Agreement.

B. These rights and powers include, but are not limited to the authority to:

1. Determine the missions 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 Mayor;
4. Discipline or discharge officers for just cause;
5. Schedule operations and shifts;
6. Introduce new or improved methods, operations, or facilities;
7. Hire, promote, transfer or assign officers;
8. Relieve officers from duty for lack of work;
9. Schedule overtime work as required;
10. Effective upon ratification, all newly hired bargaining unit members shall serve a one (1) year probationary period. The one (1) year period shall begin upon appointment to the rank of full-time police officer.
11. ~~All newly promoted members shall serve a one (1) year probation period.~~

ARTICLE 3. NON-DISCRIMINATION

The Village agrees not to interfere with the rights of officers to become members of the PBA, and there shall be no discrimination, interference, restraint or coercion by the Village, or any Village representative, against any officer because of PBA membership or because of any officer's activity in any official capacity on behalf of the PBA during the officer's off-duty hours. Employees will not be discriminated against because of race, creed, national origin, religion, sex, marital status, age, disability or political affiliation.

ARTICLE 4. ASSOCIATION REPRESENTATIVES, DUTIES, PRIVILEGES

A. Association representatives from the bargaining unit will be allowed access to work locations for Association business with prior approval of the Village Manager. Approval from the Village Manager will not be unreasonably withheld. Further, they shall be furnished all information requested pertaining to officers, with the officer's approval.

B. The Village will permit accredited representatives of the PBA, whether State, Regional or National, to have reasonable access to the premises of the Village at any time during working hours to conduct Association business, with prior approval of the Village Manager. Approval from the Village Manager will not be unreasonably withheld.

C. Any reasonable expenses incurred by the Village in furnishing the above services or access shall be borne by the Association.

D. One Association representative member of the bargaining unit will be allowed time off without loss of pay to attend sessions which have been scheduled to renegotiate this Agreement. If the Association representative is not scheduled to be working during the session, then he/she will be awarded administrative leave time to attend the session which will be taken at the discretion of the Chief during the following fiscal year after the contract is ratified.

~~E. —Where the bargaining unit employee has attended bargaining unit sessions with the Village, the Village agrees to award the bargaining unit employee administrative leave time. This leave is to be taken during the first year of the contract at the discretion of the Chief of Police.~~

ARTICLE 5. INTERNAL SECURITY

A. All personnel records shall be kept consistent with Chapter 119 of the Florida Statutes. Officers will be informed when a public records request is made of their personnel file. ~~confidential and never released to any person except the officer, Chief of Police, the Village Manager and members of the Village Commission, unless otherwise required by law. An exception will be a written authorization by officers.~~

B. At no time shall the news media be directly or indirectly furnished with the home address, telephone number, or photograph of any officer without his express consent, consistent with Chapter 119 of the Florida Statutes.

C. An officer shall have the right to include in his personnel record written refutation (including witness statements) of any material he considered to be detrimental.

D. The Village shall establish and put into operation a system for receipt, investigation and determination of complaints received by the Village from any person. The Village shall comply with the Law Enforcement Officers' Bill of Rights contained in Florida Statutes Sections 112.531-112.535, as amended from time to time; including but not limited to, the following individual rights provided for in any internal investigation:

~~To insure that internal investigations are conducted in a manner conducive to good order and discipline, meanwhile observing and protecting the individual rights of each officer of the force pursuant to Florida Statute 112.532, Law Enforcement Officer's Rights, the following rules of procedure will be established:~~

1. The interrogation of the officer shall be conducted at a reasonable hour,

preferably at a time when the law enforcement officer is on duty, unless the seriousness of the investigation is of such a degree that an immediate action is required. If the interrogation is conducted during off-duty hours, the officer shall receive overtime at time and one-half.

2. The interrogation of the officer shall take place either at the office of the command or the investigating officer or at the office of the local precinct or police unit in which the incident allegedly occurred, as designated by the investigating officer of the agency.

3. The law enforcement officer under investigation shall be informed of the rank, name and command of the officer in charge of the investigation, the interrogating officer, and all persons present during the interrogation. All questions directed to the officer under interrogation shall be asked by and through one (1) interrogator at any one time.

4. The law enforcement officer under investigation shall be informed of the nature of the investigation prior to any interrogation and ~~he shall be informed of the name of all complainants.~~ All identifiable witnesses shall be interviewed, whenever possible, prior to the beginning of the investigative interview of the accused officer. The complaint, all witness statements, including all other existing subject officer statements, and all other existing evidence, including but not limited to, incident reports, GPS locator information, and audio or video recordings relating to the incident under investigation, must be provided to each officer who is the subject of the complaint before the beginning of any investigative interview of that officer, if available

5. Officers who are subjects of the investigation will be informed prior to the interview that they have the right to have legal counsel or a representative present whenever the interrogation relates to the officer's continued fitness for law enforcement service. Said officer

shall be notified of each and every allegation or charge made against him and shall be given a copy of any and all complaints and statements of the complainant mad against him, if available, prior to any interviewing of said officer.

6. Interrogating sessions shall be for reasonable periods and shall be timed to allow for such personal necessities and rest periods as are reasonably necessary.

7. The formal interrogation of an officer, including all recess periods, shall be recorded, and there shall be no unrecorded questions or statements. The law enforcement officer shall receive a copy of his/her written or recorded statement at no cost to the officer.

8. If the officer under interrogation is under arrest, or is likely to be placed under arrest as a result of the interrogation, he shall be completely informed of his "Miranda" rights prior to the commencement of the interrogation.

9. The officer under interrogation shall not be subjected to offensive language or threatened with transfer, dismissal, or disciplinary action. No promise or reward shall be made as an inducement to answering any questions.

10. The findings of all internal Departmental investigations shall be termed as:

a. No sustained; in that there is insufficient evidence to sustain the complaint.

b. Exonerated; in that the incident occurred, but the officer's actions were justified, lawful or proper.

c. Unfounded; in that the complainant admits to false allegation; the charges were false or not factual or the officer was not involved in the incident.

d. Sustained; in that the allegation is supported by sufficient evidence to indicate that the officer did commit one or more of the alleged acts.

11. In cases where the Department chooses to relieve an officer from duty other than when an officer has been charged with a felony, pending an investigation of a complaint prior to disciplinary action, the officer will remain on full salary ~~allowances~~ and shall not lose any benefits until said disciplinary action is taken.

E. Every officer shall have the right to bring civil suit against any person, group of persons or any organization or corporation or the heads of such organizations or corporations for damages, either pecuniary or otherwise, suffered during the performance of the officer's official duties or for abridgement of the officer's civil rights out of the officer's performance of official duties.

F. No dismissal, demotion, transfer, reassignment or other personnel action which might result in loss of pay or benefits or which might otherwise be considered punitive measures shall be taken against any officer unless such officer is notified of the action and the reason or reasons therefore prior to the effective date of such action. Whenever a law enforcement officer or correctional officer is subject to disciplinary action consisting of suspension with loss of pay, demotion, or dismissal, the officer or the officer's representative shall, upon request, be provided with a complete copy of the investigative file, including the final investigative report and all evidence, and with the opportunity to address the findings with the employing law enforcement agency before the imposition of the disciplinary action.

G. No officer shall be discharged, disciplined, demoted, or denied promotion, transfer or reassignment or otherwise be discriminated against in regard to his employment, or be threatened with any such treatment, by reason of his exercise of the rights granted by this provision.

H. No officer shall be required or ordered to submit to any device designed to measure the truth of his responses during questioning; provided, however, that there shall be no restriction on the right of any officer to submit to such a device on a voluntary basis.

ARTICLE 6. UNIFORMS, VEHICLES AND EQUIPMENT

A. Whenever an officer is authorized, in advance, by the Village Manager or his/her designee, in their absence a designee appointed by the Village Manager to use his/her own vehicle in the performance of his/her official Village duties, he/she shall be compensated, pursuant to Florida Statute 112.061(7)(d)(1) (2010) ~~(1994)~~, at the rate of forty eight cents (\$0.48) per mile and shall be entitled to all employee benefits. Mileage reimbursement shall be actual miles driven on Village business (not ~~personal~~ including portal to portal).

B. The Village will continue to provide uniforms and laundry service for said uniforms. Uniforms shall consist of; but shall not exceed, five (5) uniform shirts, five (5) pairs of uniform trousers, and one (1) pair of uniform shoes, or their equivalent, per calendar year for each full-time officer. The Village will provide one (1) windbreaker and one (1) winter jacket with initial issue and replace as needed or damaged. The Village agrees to pay an officer for dry cleaning expenses for a maximum of two (2) sets of uniforms per week.

C. Upon the request of an officer and presentation of a properly-executed receipt or bill of sale, the Village shall reimburse the officer the full amount paid toward the purchase of a Threat Level III, wrap-around bullet proof vest. Any officer who accepts reimbursement from the Village for a vest must wear the vest while on duty.

If an officer believes that the vest has become unsafe or dysfunctional under normal use, he shall have the vest re-certified. Should the vest fail re-certification, the officer has the option to purchase another bulletproof vest under the provisions of C above.

~~D.~~ Upon demonstrating proficiency, the Village will provide a police carbine rifle in

.223 caliber for officer's protection and must demonstrate proficiency.

~~E.D.~~ An officer's personal equipment, including watch and glasses, lost or damage in the line of duty due to assault, accident or physical violence, shall be reimbursed by the Village up to the amount of one hundred (\$100.00) dollars provided the officer is not at fault and no other reimbursement is available. The officer shall provide the Chief of Police with documentation of the circumstances surrounding the loss or destruction of the personal property.

~~F.E.~~ The Village shall provide officers a new pair of uniform shoes on an annual basis.

F. The Village will provide an adequate amount of rechargeable (stream light type) flashlights and replacement components as determined necessary by the Chief of Police.

~~H.G.~~ The Village will provide one (1) windbreaker and one (1) winter jacket with initial issue and replace as needed or damaged.

G.H.H. The Village agrees to implement a take-home vehicle program as it determines practicable utilizing its existing fleet of vehicles in accordance with Article 19 of this Agreement (i.e., any vehicles that the Village permits to be utilized as take-home vehicles will be issued to officers in accordance with their seniority and yearly performance evaluation). Any officer assigned a take-home vehicle must abide by all Departmental Rules and Regulations pertaining to the use of such vehicle.

1. The program is voluntary;
2. Must complete one (1) year probation to be eligible;
3. Must receive a "meets standards" performance evaluation in rating year;

4. Must reside in Miami-Dade or Broward County to be eligible;
5. Must be responsible at own cost for vehicle cleanliness;
6. Must abide by take-home policy at all times; violation of policy may result in loss of take-home privilege which cannot be the subject of the grievance and arbitration procedure;
7. Must be "on call" during work week schedule and available to respond to departmental emergencies with reasonable notice; Must be available to respond to Departmental emergencies with reasonable notice during their work week schedule.
8. Take home vehicles will be left at station during leave over seven (7) calendar days, including worker's compensation or sick leave;
9. The Department reserves the right to amend the take-home policy from time to time; adjust the employee's fuel subsidy for round trip travel mileage to regulate to market rate or temporarily suspend the take-home program based upon a documented change in-on the Village's financial position.
10. The Village agrees to make reasonable efforts to ensure there are sufficient amount of vehicles for all bargaining unit members that are eligible for the program;
11. The Village agrees that it will not act arbitrarily or capriciously in the assignment of vehicles to eligible bargaining unit members. The Village's refusal or denial to assign a vehicle to an eligible bargaining unit member is grievable.
12. Must agree to take-home subsidy of:

a. Within the Village – no charge;

b. 1-30 miles round trip - \$15.00 bi-weekly; adjusted to \$30.00 bi-weekly should the cost of fuel to the Village fuel cost exceed \$4.00 per gallon;

c. 31-60 miles round trip- \$20.00 bi-weekly; adjusted to \$40.00 bi-weekly should the cost of fuel to the Village fuel cost exceed \$4.00 per gallon;

d. 61-90 miles round trip - \$25.00 bi-weekly; adjusted to \$50.00 bi-weekly should the cost of fuel to the Village exceed \$4.00 per gallon;

e. Over 90 miles round trip– Bargaining unit members are not eligible to participate guaranteed a vehicle. 81-100 miles (mileage limit) – \$100.00 bi weekly. Adjusted to \$200.00 bi-weekly should fuel cost exceed \$4.00 per gallon;

13. The provisions of this Article shall supersede any portions of the take-home vehicle policy in conflict herewith.

ARTICLE 7. COMPENSATION

A. Starting Salary – Effective October 1, 2010, the starting salary for all police officers hired by the Village will be \$34,125.00. On or after October 1, 2011, the Village may increase the starting salary for all police officers hired by the Village to \$36, 125.00. If the Village increases the starting salary to \$36,125.00, then all police officers whose base salaries are less than \$36,125.00 will have their base salaries increased to \$36,125.00.

B. During the term of this collective bargaining agreement the following wage increases shall be implemented:

1. Effective upon ratification, ~~all bargaining unit members shall receive one thousand dollars (\$1,000.00) a five percent (5%) salary increase retroactive to October 1, 2007~~

2. ~~Effective April 1, 2008, all bargaining unit members shall receive another five percent (5%) salary increase.~~ All bargaining unit members shall receive a one thousand dollar (\$1,000.00) bonus on December 1, 2011.

3. ~~Effective October 1, 2008, all bargaining unit members shall receive a five percent (5%) salary increase.~~ All bargaining unit members shall receive a one thousand dollar (\$1,000.00) bonus on December 1, 2012.

4. ~~Effective October 1, 2009, all bargaining unit members shall receive a five percent (5%) salary increase.~~

C. LONGEVITY: All permanent officers shall receive Longevity according to the following schedule:

1. Five (5) years of service – two and one-half percent (2.5%) of base pay;
2. Ten (10) years of service – three percent (3%) of base pay;
3. Fifteen (15) years of service – four percent (4%) of base pay.

4. Twenty (20) years of service – five percent (5%) of base pay.
5. Twenty-five (25) years of service – six percent (6%) of base pay.
6. Thirty (30) years of service – seven percent (7%) of base pay.

~~C. Participation in Health Insurance Cost.~~

1. ~~Effective October 1, 2008, bargaining unit members will pay fifteen dollars (\$15.00) per week towards the cost of health insurance premiums. The Village will no longer require employees to contribute to health care cost years 1, 2 and 3.~~

2. ~~Effective October 1, 2009, bargaining unit members will pay twenty five dollars (\$25.00) per week towards the cost of health insurance premiums.~~

ARTICLE 8. VACATIONS

A. Every officer shall be eligible for paid vacation. Officers shall start to earn vacation allowances as of their date of appointment as a full time police officer with the Village of Biscayne Park.

B. In computing vacation time, holidays or regular days off immediately preceding the commencement of, falling within, or following the termination of an officer's vacation, the holiday or regular days off shall be excluded.

C. Paid vacation time shall accrue as of October 1st of each year at the following rates for each full calendar month of service:

1. During first year of service: ~~Six (6)~~ Five (5) days shall accrue from an officer's first day of employment prorated from the date of hire in relation to October 1.

2. After completion of one (1) to three (3) years of service: officers shall receive ~~thirteen (13)~~ twelve (12) working days paid vacation. For each additional year of service, after three (3) years of continuous service, the officer will be granted one (1) additional working day paid vacation, to a maximum of four (4) additional days.

D. Officers will be permitted to split their vacation dates, with prior approval of the Chief of Police.

E. Officers may request time off at any time if available. Time off will be granted on a seniority basis up to sixty (60) days prior to requested time off. Within sixty (60) days of the requested time off, the officer will be guaranteed the time once granted by the Chief of Police. Changes in the schedule will be allowed only in exceptional circumstances deemed necessary by the Chief of Police.

F. Upon termination of an officer for any reason, or in the event of his death, he/she or his/her heirs shall be entitled to an immediate lump sum payment for all vacation time earned and accrued.

G. Officers may accumulate and carry over into the next year one half (1/2) of their earned annual vacation time. At no time shall the accrued vacation time exceed the officer's annual rate, as provided in this Article, unless a larger carryover is approved by the Village Manager due to operational necessity, emergency, fairness equity or other valid reason. Any vacation time in excess of approved carry over will be forfeited.

ARTICLE 9. SICK LEAVE

A. Officers shall be credited one hundred four (104) ninety-six (96) hours sick leave per year, on October 1, of each year.

B1. At the end of each fiscal year (September 30th) that portion of an officer's first forty-eight (48) hours of sick leave (accrued during the leave year), that is unused at the end of the fiscal officer's leave year may be added to his/her annual leave, at the officer's option and upon written notice to the Village request which must be made within thirty (30) days of end of the fiscal year.

B2. The remaining sick leave hours unused or not added to annual leave in B1 above, at the end of the leave year shall be allowed to accumulate to a maximum of four hundred (400) hours.

C. Upon separation from the Village, as a police officer, for any reason, (except upon an officer's conviction for felony) the sick leave hours accrued up to the four hundred (400) maximum shall be paid in accordance with the following schedule based on the officer's rate of pay at the time of separation, based on date of hire:

0 through 2 years of continuous service	0%
3 through 5 years of continuous service	20%
6 through 9 years of continuous service	30%
10 through 14 years of continuous service	50%
15 through 19 years of continuous service	70%
Over 20 years of continuous service	90%

D. Sick leave may be used for the following reasons:

1. In the event of serious illness of the officer's spouse, minor child or parent regularly residing in the officer's residence the officer 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. ~~The Village has the right to assure and require and confirm that the employee is at home or at his/her caregiver's parent's home.~~

2. Personal illness of physical incapacity to such an extent as to be rendered thereby unable to perform the duties of his present position. The Village has the right to require physician's certificate.

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

4. No officer 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.

F. Officers who have accumulated sick leave shall be allowed to donate any portion of his accrued sick leave hours to another officer who has exhausted all sick leave and annual leave whenever extraordinary circumstances require the beneficiary officer to be absent from work due to an extended non-work related illness or injury and upon approval of the Village Manager. Approval from the Village Manger will not be unreasonably withheld.

1. Written requests for permission to solicit donations of accrued leave from departmental personnel shall be submitted to the Village Manager. In reviewing such request, consideration shall be given to the beneficiary officer's previous leave history, as well as the

nature of the illness or injury. Such written requests shall include the officer's name, reasons for requesting such donations of accrued leave, and approximate duration of absence, if known.

2. If the request is approved ~~Upon approval of such request~~ by the Village Manager, the Police Department will obtain a supply of the Form referred to in Appendix A (Application for Donation of Sick Leave) from the Village Clerk, and shall distribute these forms to officers willing to donate accrued leave time. The donation must be made as a free and voluntary act and no duress or coercion shall be placed upon an officer to make such donation of his/her accrued sick leave time.

3. As forms are completed by the donors the Department will forward such forms to the Village Clerk. Donated time will be credited to the absent officer in the order in which the forms are received. In the event of excess donations received but not used due to the officer's early recovery, resignation, retirement, or death, any donation forms received but not utilized will be voided and the time returned to the donating officers. Donated time returned to a donor shall be reflected in the sick leave balance on the donor's pay stub.

ARTICLE 10. BENEFITS

A. The Village agrees to obtain and continue in force False Arrest Insurance.

B. ~~Other than as provided for in Article 7, "Compensation"~~, The Village agrees to provide health, accident and hospitalization and dental insurance for all officers at no cost to the officers. Further, all officers disabled, due to injury occurring in the line of duty, as the result of responding to an emergency, or while in fresh pursuit, or as the result of an unlawful act perpetrated by another, shall continue to receive, at no cost, the same health, accident, hospitalization and dental insurance coverage provided above for a period of eighteen (18) months from the date of such disability.

C. The Village will provide a formal system of awards for various degrees of service – from saving life awards to awards for courtesy. These awards will be in the form of medals, campaign ribbons, letters of commendation.

ARTICLE 11. WORK WEEK AND OVERTIME COMPENSATION

A. The basic work week of service for each officer shall not be more than forty (40) hours and in compliance with the Fair Labor Standards Act (FLSA).

B. Such service shall consist of five (5) eight hour work shifts or four (4) ten (10) hour shifts, approved as manpower permits. It is the intent of this section that each officer be entitled to a minimum of two (2) or three (3) consecutive days off during each week of service.

C. All authorized overtime in excess of forty (40) hours per week shall be compensated at the rate of time and one-half based on the officer's regular salary. The forty (40) hours per week shall include all compensated leave.

D. When it is necessary for the Village to require officers to return to work, not on their assigned shift, the Village agrees to compensate the officer for a minimum of three (3) hours pay at the established rate of one and one-half times his normal salary.

E. The Village agrees to offer all overtime shifts to bargaining unit members prior to offering said shifts to part-time or reserve officers, whenever possible. The Village may order the full-time officers to work overtime shifts.

F. Officers who are required to make off-duty court appearances as a subpoenaed witness in the federal or state courts or as a deponent in pending criminal, civil or traffic cases involving or arising out of the discharge of the officer's duties in the course of his employment with the Village will receive a minimum of four (4) hours pay at the rate of one and one-half times his normal salary. Officers shall be allowed to retain court paid witness and travel fees received for court and deposition appearances. All court appearances, regardless of the location, that fall in a four (4) hour time frame will be compensated as one (1) court appearance.

G. At the officer's option when approved by the Chief of Police all overtime provided by this Article may be taken as compensatory time.

H. Officers ~~shall~~ may be allowed to accrue up to a maximum of forty (40) hours of compensatory time as manpower permits and as approved by the Village Manager. Such accrued compensatory time must be used in the fiscal year in which it is earned. Otherwise, on September 30th of each year any accrued compensatory time shall be paid at time and one-half.

I. The Village hereby authorizes bargaining unit employees to perform off-regular duty services with the prior approval of the Chief of Police. The payment of such services shall be made directly to the bargaining unit employee at a rate to be determined by the Chief of Police. Officers may not work more than twenty eight (28) hours per week off duty.

ARTICLE 12. BEREAVEMENT LEAVE

Where there is a death in the immediate family of an officer, that officer shall be granted three (3) successive days off without loss of pay or benefits, for deaths in the State of Florida and five (5) successive days off without loss of pay or benefits for deaths outside the State of Florida.

1. Immediate family is described as father, mother, spouse, children, brother, sister, grandparents, grandchildren, or any other relative living in the immediate household.

2. Bereavement leave will not be charged against sick leave, vacation or holiday time, or accumulated overtime.

ARTICLE 13. SAFETY

The parties acknowledge that law enforcement by its very nature is a dangerous occupation. Therefore, in an effort to maintain a safe job environment, the parties agree to meet during the course of this Agreement to discuss mutual safety concerns as they arise and to develop procedures and practices to provide protection to personnel in the day-to-day mission of law enforcement.

At the discretion of the Chief, all equipment pertaining to the function and operation of the Police Department, with emphasis on safety, will be taken out of service until placed in a safe condition. Refusal to drive an unsafe vehicle shall be not deemed refusal to work and shall not result in disciplinary action being taken against an officer.

~~The Village agrees that no bargaining unit member will be required to work alone on any shift. The Village agrees to attempt to assign at least two (2) bargaining unit members to every shift, when possible. If the Village is unable to staff every shift with at least two (2) bargaining unit members, then it will make every effort to must assign a part-time or reserve police officer to meet the requirements of this paragraph.~~

ARTICLE 14. TRAINING

A. Where the Department requires officers to attend weapons training, or qualify with his service revolver, the Department will make every reasonable effort to facilitate the officer attending the firearms range during his normal working hours. In the event the Department is unable to schedule the officer to attend the firing range during his normal working hours, the officer shall be required to attend firing range during his off-duty hours; provided, however, that the actual time spent by the officer in acquiring such training during his off duty hours shall be compensated in accordance with Article 11, "Work Week and Overtime Compensation".

ARTICLE 15. PROMOTIONS

Recognizing the need for qualified supervisory staff to effectively supervise the Police Department, the Village agrees to implement the following promotional procedures to the rank of police sergeant:

A. A promotional examination will be administered once every two (2) years or as the Village deems necessary.

B. The promotional examination consists of a written test and oral interview, each worth fifty percent (50%) of a total cumulative score.

C. The Village agrees to announce a promotional examination forty five (45) days in advance of said examination, at which time it will list the areas the examination will cover and the sources from which the examination will be drawn. The Village will make all such references and source material available to eligible candidates.

D. The promotional examination shall be restricted to non-probationary officers with three (3) years of continuous, full-time service as an officer for the Village as of the date the examination is given.

E. The written test shall be either created and administered by a professional testing agency or by the Village Command staff. In order to take the oral interview portion of the promotional examination, a candidate must pass the written test with a score of seventy percent (70%) or higher.

F. An interview board comprised of three (3) non-departmental sworn personnel who occupy a rank of Police Lieutenant or higher will conduct oral interviews of each candidate who has passed written test. For each promotional examination, the Village is permitted to select one (1) member for this board, the PBA is permitted to select one (1) member for this board, and the third member will be mutually selected by these two (2) members.

G. A list of eligible candidates will be compiled in order of their final cumulative score. The Chief of Police shall make promotions to sergeant from the top three (3) persons on the list of eligible candidates. Promotions shall be made within thirty (30) days of the promotional vacancy. The promotional eligibility list shall remain valid for two (2) years.

H. The Village has no obligation to administer a promotional examination in a two (2) year period if there are a lack of promotional vacancies. Should a vacancy arise subsequent to such agreement, the Village agrees to administer the examination within one hundred twenty (120) days from the date the vacancy was created.

I. Bargaining unit members promoted to sergeant will serve a one (1) year position probationary period.

J. As of the date of ratification, the Village has created a leadworker shift commander position and appointed employees to this position. The Village pays each employee assigned to the leadworker shift commander position a 5% pay supplement. The Village agrees to hold a promotional sergeant examination on or before March 1, 2012 and make a minimum of two promotions to the rank of sergeant within 60 days after the date the examination is

administered. The leadworker shift commander position will be eliminated once these promotions are made. The employees assigned to the leadworker shift commander position at the time the promotional examination is administered may receive preference in selection for the promotional sergeant rank.

K. All employees promoted to the rank of sergeant will receive at least a 5% pay supplement.

ARTICLE 15 16. GRIEVANCE AND ARBITRATION PROCEDURE

A. 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 officer covered by this contract.

A grievance shall be defined as any dispute concerning the interpretation or application of this Agreement, including grievances involving discipline, demotion and discharge. The parties agree that officers are obligated to work while grievances are pending.

Nothing in this Article shall be construed to prevent any officer from presenting his own grievance; up to, but not including a request for arbitration; however, the Association shall be given reasonable opportunity to be present at any meeting called for the resolution of grievances.

B. Procedure:

Step 1. Any officer claiming a breach of any provision of this contract may refer the matter, personally and with or without the Association, in writing to the Chief of Police. The written grievance shall state the nature of the grievance, the section of the contract violated and the remedy requested. The grievance shall be presented within ten (10) calendar days of knowledge of the occurrence.

If the events which gave rise to the grievance occurred at a time when the officer was on annual leave, sick leave, or other authorized leave, the ten (10) day period shall commence

running immediately upon the officer's return from such authorized leave. The Association Representative may be present to represent the officer.

The Chief shall respond to the grievance in writing within ten (10) days, with a copy to the Association.

Step 2. If after ten (10) days from the date of submission to the Chief 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 Association the grievance in writing to the ~~Mayor and Commission~~ Village Manager.

Step 3. The ~~Mayor and Commission~~ Village Manager shall have fourteen (14) days ~~or until the day after the next Commission meeting whichever is later~~, in which to reply. If they do the Village Manager does not respond within such time period or from the date of their response, the Association will have fourteen (14) days to serve notice of its intention to arbitrate the grievance for said officer. Such notice shall be in writing.

Arbitration Procedure: After the notice to arbitrate has been submitted, the parties or their representatives shall attempt to jointly select a local arbitrator. If the parties 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 and the Village shall strike a name objectionable to it. The final name on the list shall be the arbitrator. 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, add to or detract from the terms of the Contract.

The Village and the Association must mutually agree to the selection of a hearing room and 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 officers called as witnesses 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 officer within the time limits above will be considered abandoned.

ARTICLE 17 16. HOLIDAYS

A. The Village will recognize the following as paid holidays for officers:

- | | |
|-------------------------------|---|
| New Year's Day | Christmas Day |
| Columbus Day | Independence Day |
| Martin Luther King's Birthday | Employee's Birthday |
| Thanksgiving Day | Veteran's Day |
| President's Day | Two (2) <u>Three (3)</u> Floating Holidays |
| Friday after Thanksgiving Day | Labor Day |
| Memorial Day | |

B. All officers shall receive an additional day's pay for any holiday they are required to work.

C. If an officer is on vacation when a holiday occurs, that holiday shall not be charged against his vacation.

D. If the holiday falls on an officer's off-duty day, he shall receive a day's compensation, at straight time.

E. Floating holidays and employee's birthday will not be compensated if not taken, unless non-observance within the fiscal year is due to operational necessity.

F. If the officer calls in sick one (1) day prior or one (1) day after a paid holiday, he/she will forfeit the eight(8) hour holiday pay unless he/she can provide medical documentation of an illness. This does not include pre-approved medical leave.

ARTICLE 18 17. DUES DEDUCTIONS

A. Upon receipt of a voluntary written individual notice from any of its officers on a form provided by the PBA, the Village will deduct from the pay due such officer those dues and assessments so designated by the officer. These amounts will be payable to the Dade County Police Benevolent Association on the tenth (10th) day of each month.

B. Any officer may, at any time, revoke his Association dues deductions by a written notice to the Village and a copy to the Association.

C. The Association 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 taken or not taken by the Village under the provisions of this Article.

D. Any member that is on a no-pay status will be responsible for paying his/her own union dues directly to the PBA.

ARTICLE 19 18. SENIORITY

A. The Village agrees that seniority shall consist of continuous accumulated paid service with the Village. Seniority shall be computed from the date of full time appointment. Seniority shall accumulate during approved absences because of illness, injury, vacation, military leave or other authorized leave.

B. The Village agrees that seniority will govern the following matters;

1. Vacations for each calendar year shall be drawn ~~on this basis of~~ based on seniority.
2. Seniority will be given consideration in shift assignments among officers.

C. In the event of a layoff for any reason, employees affected by the proposed layoff and the PBA shall be notified at least fourteen (14) calendar days prior to the effective date of the layoff. Employees shall be laid off in the inverse order of their seniority in their classification. Any employee to be laid off who had advanced to his present classification from a lower classification in which he held a permanent appointment, shall be given a position in a lower classification in the same department. His seniority in the lower classification shall be established according to the date of his permanent appointment to that classification. Employees shall be called back from layoffs according to the seniority in the classification from which the employee was laid off. No new employee shall be hired in any classification until all employees on lay-off status in that classification have had an opportunity to return to work. Employees will be notified by certified mail to their address of home record and shall be given twenty-one (21) calendar days to return to work. An employee will be kept on the callback list for one (1) year. After this period, the Village will no longer be obligated to request that this employee be returned to Village employment.

ARTICLE 20 19. SUBSTITUTE EMPLOYMENT

The Village agrees that it will not use, assign or detail members of the bargaining unit as substitute employees in a situation where there exists an employer-employee labor dispute, except where lives or property are in imminent danger.

ARTICLE 21 20. LEGAL PROTECTION

The Village will undertake the defense of any officer against civil damage suits (arising out of actions occurring within the course and scope of their employment), and will file proper and appropriate countersuits. Said defense will cease upon judicial finding that the officer acted in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, or property. The Village will indemnify all officers for those judgments levied against them in accordance with the provisions of Chapter 768.21, Florida Statutes.

ARTICLE 22 21. LEAVES OF ABSENCE

Leaves of absence without pay for a period not to exceed thirty (30) days may be granted for any reasonable purpose by the Village Manager, consistent with applicable Maternity Leave and Family Medical Leave Act (if applicable) parameters. Such leaves may be renewed or extended only upon written request and approval by the Village Manager.

ARTICLE 23 22. DEPARTMENTAL RULES AND REGULATIONS

A. It is agreed and understood that the Police Benevolent Association and each member will be provided with a copy of any new departmental rules and regulations formulated subsequent to the execution of this Agreement. Any such new rules and regulations shall be distributed to the members within thirty (30) days after formal adoption, or as soon thereafter as practical. Officers will sign for then-copy of their rules and regulations.

B. Nothing in this article shall be deemed a waiver of the Association's right to negotiate over any departmental rule which affects rights, existing under this Agreement. In the event of a conflict between departmental rule and this Contract, the Contract shall prevail.

ARTICLE 24 23. EDUCATION BENEFITS

Officers covered by this Agreement may apply for tuition reimbursement for courses in a degree seeking educational program that is job related in accordance with the following schedule:

GRADE	REIMBURSEMENT %
A	100%
B	75%
C	50%
D	0%
F	0%

3. A grade of P in a "Pass-Fail" course will be eligible for seventy five percent (75%) reimbursement.

4. Notwithstanding any other provisions of this Article, a maximum of three hundred thirty dollars (\$330.00) will be allowed per eligible officer during the contract year.

5. In order to receive said reimbursement officers must show proof of satisfactorily completing the course within forty five 45 days of the completion of same.

ARTICLE 25 24. PHYSICAL EXAMINATIONS AND WORKER'S COMPENSATION

A. The Village agrees to provide annual medical check-ups to include electrocardiogram tests and blood tests, at a time and place designated by the Village.

B. Whenever the Village, or any of its managerial or supervisory employees, has a reasonable suspicion that an officer in the bargaining unit represented by the PBA has reported for duty under the influence of alcohol or illegal drugs, or has used alcohol or illegal drugs while on duty or has used illegal drugs off duty, it is understood and agreed that the Village may require the officer to submit to a breath analysis or furnish a urine specimen for chemical analysis to determine the presence of alcohol or illegal drugs. The Village agrees that requiring officers to submit to testing of this nature shall be limited to circumstances where two (2) police department supervisory employees (to include the Chief of Police and Village Manager) have reasonable grounds to suspect that the officer has recently used or is under the influence of alcohol or illegal drugs. The Chief of Police or his designee shall approve any mandatory test for the presence of alcohol or illegal drugs pursuant to this paragraph. An officer required to submit to a mandatory test for the presence of alcohol or illegal drugs shall be entitled to have a PBA or other employee representative present when the breath analysis is conducted or when the urine specimen is obtained. However, under no circumstances will the breath analysis or taking of a urine specimen be delayed for more than one (1) hour to allow for the presence of a PBA or other employee representative.

1. All tests for the presence of illegal drugs shall be conducted using recognized technologies. In the event an officer's initial test results are positive (i.e., indicate the presence of

an illegal drug), a second test utilizing a different procedure, preferably the Gas Chromatography/mass Spectrometry (G.C.M.S.) or comparable testing method, shall be conducted on the same specimen to verify the initial test results. Copies of the test results shall be made available to the officer, upon the officer's request, at the Village Police Station within twelve (12) hours after the Village has received the test results. Additionally, if the officer so requests, within twelve (12) hours after the test results have been made available, he shall be given a sample of the specimen tested, if available.

2. It is understood and agreed that the officers in the bargaining units represented by the PBA are prohibited from using illegal drugs on or off duty. "Illegal drugs" means any controlled substance as defined in Section 893.03, Florida Statutes (2010), not used in accordance with a lawful prescription.

3. The results of such tests shall be handled as if part of an internal affairs investigation, and the officer involved shall be afforded all the rights enumerated in Section ~~112.531-112.535~~~~112.532 etc.~~, Florida Statutes (~~2010~~~~1985~~). The taking of a breath analysis or urine specimen from an officer does not constitute an interrogation within the meaning of Section 112.532, etc., Florida Statutes (2010), unless questions are asked at the time the breath analysis or urine specimen is taken.

C. The Village agrees that in the event of an on-the-job disabling injury to an officer such officer shall be carried at full pay on the rolls of the Police Department for a period of twelve (12) weeks. Said period of time may be extended by the Village Manager. It is agreed that any compensation from Workmen's Compensation shall be offset from the regular pay. The time lost as a result of such on-the-job injury will not be charged against any existing leave time.

1. Members of the bargaining unit suffering on the job injuries shall receive Worker's Compensation benefit pursuant to Florida Statutes.

2. Any officer injured on-the-job shall be paid a full eight (8) hours wages for the day of the accident if his treating physician advises that he could not or should not return to work that day.

3. No officer covered by this Agreement shall accept outside employment of any kind or nature whatsoever, nor engage in any form of self-employment while on disability leave, whether for wages or not.

D. If an officer is hired free from a heart disease, hypertension and suffers these ailments so as to render him unable to perform his job for the purpose of the twelve (12) week period mentioned in paragraph C above, and for that purpose only, such ailment shall be considered as an on-the-job injury provided said attack occurred to the officer during duty hours.

ARTICLE 26 25. SAVINGS CLAUSE

A. The Agreement will not deprive any officer of any benefits or protection granted by the laws of the State of Florida, ordinances of the Village of Biscayne Park or Personnel Rules and Regulations of the Village of Biscayne Park. Any provision which becomes invalid as a result of judicial or legislative action will not affect the remainder of the Agreement not related to that provision.

ARTICLE 27 26. PREVAILING BENEFITS

Section 1. This Agreement shall not be construed to deprive any Village employee governed by said Agreement of any benefit or protection directly conferred by those laws of the State of Florida or of the Village in effect as of the effective date of this Agreement.

Section 2. The Village and the Association shall meet pursuant to the written request of either party to discuss the prospect of amending this Agreement to incorporate any proposed changes in those benefits or protection not specifically covered or governed by this Agreement but otherwise directly conferred by the laws of the State of Florida or of the Village in effect as of the effective date of this Agreement.

ARTICLE 28 27. UNFAIR LABOR PRACTICES

Section 1. The Village and the Associate hereby acknowledge and agree that nothing contained in this Agreement shall be construed to waive or modify any rights or obligations of either party expressly set forth under Section 447.501, Florida Statutes (~~1997~~ 2010).

ARTICLE 29 28. ARTICLE AGREEMENT AND REOPENING

A. Upon ratification by the Association and approval by the Commission of the Village of Biscayne Park, Florida, this Agreement shall become effective and retroactive to October 1, ~~2007~~ 2010 and shall continue in effect until September 30, ~~2010~~ 2013.

B. All elements of this Agreement will remain in force for the period called for in paragraph A, above, unless by mutual agreement in writing, the parties amend some portion thereof.

C. The Village in its sole discretion may reopen this Agreement for the purpose of re-negotiating and modification of salaries and all benefits therein when new Federal or State legislation, regulation or constitutional amendments, ~~or other financial hardships arise that~~ create an economic hardship on the Village implementing the terms of this Agreement, or should the Village declare financial urgency pursuant to Florida Statutes Section 447.4095. In such case, the parties, at the Village's request, shall promptly meet to negotiate such new provisions as would alleviate the hardship upon the Village.

D. The parties agree that this Agreement shall be reopened after October 1, 2011 to negotiate over changes to Article 7, "Compensation", including discussing the implementation of implementing a pay scale for bargaining unit members.

E.D. IT IS AGREED and understood that this Agreement constitutes the whole agreement between the parties and that after a majority vote of those Association members voting on the question of ratification and therefore, upon its ratification by an official resolution of the Village Commission to sign this Agreement on behalf of the Village, then this Agreement,

upon being signed by the appropriate Association representatives and the Village Mayor and attested to by the clerk shall become effective and retroactive to October 1, 2007 2010 and shall remain in effect until September 30, 2010 2013.

AGREED TO THIS DAY OF _____ by:

FOR THE DATE COUNTY P.B.A.

FOR THE VILLAGE OF BISCAYNE PARK, FL

Roxanna Ross, Mayor

Ana M. Garcia, Village Manager

APPROVED AS TO FORM:

John J. Hearn, Village Attorney

APPENDIX A
APPLICATION FOR DONATION OF SICK LEAVE

Please deduct from my accrued sick leave hours. I wish to donate the hours of such sick leave to compensate _____, who has currently exhausted his accrued sick leave and annual leave time. By my signature appearing below, I expressly acknowledge and clearly understand that the Village of Biscayne Park has no obligation whatsoever to pay me, and that the Village will not pay me for the time I am donating to the officer identified above. I also acknowledge and represent to the Village that my donation of accrued sick leave is made to the officer identified above for use in compensating that officer and that my donation is made of my free will, as my voluntary act, and that I was under no duress or coercion to make such a donation.

NAME OF OFFICER (Print)

EMPLOYEE NUMBER

SIGNATURE OF OFFICER

DATE:

APPROVED BY:

MAYOR-VILLAGE MANAGER

DATE:

ATTEST BY:

VILLAGE CLERK

APPENDIX B
BISCAYNE PARK GRIEVANCE PROCEDURE

STEP 1	Employee presents written grievance	10 calendar days	Chief of Police
STEP 2	Employee presents written grievance	10 calendar days 14 calendar days or day after next commission meeting	Village Manager
STEP 3	Association may request	10 calendar days	Arbitration

Time period for submitting grievances at Steps 2 & 3 begin to run when the department's response is received.



Village of Biscayne Park

640 NE 114th Street
Biscayne Park, FL 33161

Tel: 305 899 8000
Fax: 305 891 7241

Mayor and Commission

Roxanna Ross
Mayor

Robert "Bob" Anderson
Vice Mayor

Steve Bernard
Commissioner

Albert Childress
Commissioner

Bryan Cooper
Commissioner

Ana Garcia
Village Manager

John J. Hearn
Village Attorney

Maria Camara
Village Clerk

July 5, 2011

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

From: Ana M. Garcia, Village Manager

Re: Resolution 2011-30 – Establishing A Gift Policy for the Village of Biscayne Park

Background Analysis:

In these past 19 months since I have been your Manager, we have sought and received donations from various sources:

- Just under \$5,000 for a new entry sign at the Ed Burke Recreation enter and volleyball area improvements.
- \$1,200 from the North Shore Medical Foundation for the entire Commission to attend the annual Miami Dade County League of Cities Installation Gala.
- Monetary donations from the Miami Shores Rotary Club and Knights of Columbus for special events.
- Monetary donations from residents for landscape improvements on 113th Street.
- Conference table donation for the new Public Works Facility, and another for Village Hall.
- Donations from residents for much needed equipment and supplies at the Public Works Facility including art, microwave ovens, coffee makers, and patio furniture.
- A donation was secured from Busy Bee Car Wash for a free weekly car wash for all police vehicles, a value of \$2,000 annually.
- \$15,000 from Florida Power & Light for future use, or in the event of an emergency situation.
- Monetary donations from our business partners for the landscaping enhancements on Sixth Avenue.

Fiscal/Budgetary Impact:

The continued flow of donations or in kind service to the Village that offsets or minimizes expenses.

Manager Recommendation:

With a gift / donation policy in place, it insures that during these challenging economic times, the Village will continue to have a Manager and staff that will seek donations and partnerships for services. Manager recommends approval.

Manager Recommendation

Page 1 of 1

1
2
3 **RESOLUTION NO. 2011-30**
4

5 **A RESOLUTION OF THE VILLAGE COMMISSION**
6 **OF THE VILLAGE OF BISCAYNE PARK, FLORIDA;**
7 **ESTABLISHING A GIFT POLICY FOR THE**
8 **VILLAGE; PROVIDING THE MANAGER THE**
9 **DIRECTION TO ACCEPT MONETARY GIFTS TO**
10 **THE VILLAGE UP TO \$5,000; ALL OTHER**
11 **MONETARY GIFT ABOVE \$5,000 SHALL BE**
12 **BROUGHT TO THE VILLAGE COMMISSION FOR**
13 **DISCUSSION AND/OR AUTHORIZATION TO**
14 **ACCEPT THE PROPOSED GIFT; AUTHORIZING**
15 **THE VILLAGE MANAGER TO DECIDE WHAT**
16 **PUBLIC PURPOSE THE MONETARY DONATIONS**
17 **OF \$5,000 OR LESS SHOULD BE USED FOR;**
18 **AUTHORIZING THE MANGER TO ACCEPT “IN**
19 **KIND” DONATIONS; HOWEVER, ANY DONATIONS**
20 **OF ART SHALL REQUIRE AUTHORIZATION BY**
21 **THE VILLAGE COMMISSION; AND PROVIDING**
22 **FOR AN EFFECTIVE DATE.**
23

24 WHEREAS, the Village of Biscayne Park does not have a written policy relating to
25 gifts and/or donations; and,
26

27 WHEREAS, the Village desires to promote consistency and transparency; and,
28

29 WHEREAS, the Village Commission desire to create a “Gift” or “Donation” policy and
30 provide direction to the Village Manager regarding same; and,
31

32 WHEREAS, the Village Manager is the chief administrative officer of the Village and
33 is authorized to execute, without Village Commission action, contracts not exceeding
34 \$5,000.00.; and,
35

36 WHEREAS, the Village Manger, as the Chief administrative officer of the Village is
37 responsible for the day-to-day operations of the Village, and the Village Commission does not
38 desire to interfere with the Village’s daily operations; and,
39

40 WHEREAS, the Village Manager has previously informed the Commission of various
41 small “gifts’ or “donations” made to the Village; and,
42

43 WHEREAS, to ensure consistency and ensure that the Village administration is
44 provided clear direction, the Village Commission desires to create a gift or donation policy.
45

46 **NOW THEREFORE IT IS HEREBY RESOLVED BY THE MAYOR AND VILLAGE**
47 **COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA:**
48
49

VILLAGE OF BISCAYNE PARK
GIFT AND/OR DONATION POLICY

1
2
3
4 The Village of Biscayne Park, a municipal corporation, receives tax exempt status as a
5 governmental entity, and any gift made to the Village may be considered a “tax event” gift
6 under the Internal Revenue Code. As such, the donor of any gift or donation to the Village is to
7 receive a “gift receipt.” The Village administration is to maintain an annual, fiscal year, log of
8 all donations or gifts made to the Village. The donations or gifts are to be made to the Village
9 of Biscayne Park, deposited in the general revenue fund, and to be administered by the Village
10 Manager. The Village Manager is to decide how to best use the donated funds/goods/ or “in
11 kind” goods or services – for all donations under \$5,000.00. Any donations to be presented to
12 the Village exceeding \$5,000.00, shall be first presented to the Village Commission, for
13 authorization to accept the donation, gift, or “in-kind” goods or services.
14

15 The donations or gifts may not be provided to ensure a the passage of any law,
16 resolution, or contract. The donations or gifts are to be used for a proper public purpose. The
17 term "gift" shall refer to the transfer of anything of economic value, whether in the form of
18 money, service, loan, travel, entertainment, hospitality, item or promise, or in any other form,
19 without adequate and lawful consideration. Food and beverages consumed at a single sitting or
20 meal shall be considered a single gift, and the value of food and beverage provided at that
21 sitting or meal shall be considered the value of the gift.
22



Village of Biscayne Park

640 NE 114th Street
Biscayne Park, FL 33161

Tel: 305 899 8000
Fax: 305 891 7241

Date: March 27, 2011 (Per email of that date)

To: Attorney's Office; Village Manager; Clerk

From: L. Bryan Cooper

Re: Protection of staff; Village liability and a Resolution/Order

Background Analysis:

Given recent allegations against the Villager Manager's Office, see below Order. (Background analysis of vendors providing services per the Resolution/Order below can be analyzed by Village staff in the same professional manner with which they approach Village insurance.

Fiscal/Budgetary Impact:

To be determined by Village Staff per Order below.

Recommendation:

A Order of the Village Commission of the Village of Biscayne Park, Florida directing the Village Attorney to receive from the Clerk a report on three to five "Ethics Hot-line" related companies providing services to government; with back-ground information, analysis, cost and resulting documentation forwarded in advance to the full Commission, along with Village Attorney recommendation, one week prior to next full Commission meeting."

village clerk

Subject: FW: Agenda Item Request Form.doc

From: Bryan Cooper [mailto:bryancooper7@yahoo.com]
Sent: Sunday, January 23, 2011 9:29 PM
To: villageclerk@biscayneparkfl.gov; bcooper@biscayneparkfl.gov
Cc: agarcia@biscayneparkfl.gov; John Hearn; attyhearn@aol.com
Subject: Re: Agenda Item Request Form.doc

#2

Date: (Please refer to the email sent when this was first placed on the agenda in Dec. of 2010).

To: Clerk; Manager, for inclusion on agenda

From: Bryan Cooper

Re: Future condensed short bullet list of agenda items to be sent on day 7, prior to Commission meeting, by Clerk to Commission.

Background Analysis: In the past year, there have been times that the agenda with backup was not presented to Commissioners for review until shortly before the date of the Commission meeting. It would be helpful if the Clerk, upon closing the deadline for submission of new agenda items from Commissioners, compiled a simple bullet list of clear, understandable titles of all new agenda items and forward them by email to Commissioners.

Fiscal/Budgetary Impact: None; a few minutes of the Clerks time to send a brief summary. This will foster a higher degree of transparency and hopefully collegiality, by allowing all Commissioners to see a week in advance the other items set to be brought forth by their colleagues.

Recommendation: Ask Manager to direct the Clerk to provide this list to the Commission following the deadline for submission of new agenda items.

From: village clerk <villageclerk@biscayneparkfl.gov>
To: bcooper@biscayneparkfl.gov
Cc: agarcia@biscayneparkfl.gov
Sent: Thu, January 20, 2011 6:34:56 PM
Subject: Agenda Item Request Form.doc

village clerk

From: Bryan Cooper [bryancooper7@yahoo.com]
Sent: Friday, January 28, 2011 9:24 PM
To: villagemanager@biscayneparkfl.gov
Cc: Village clerk; Archives
Subject: Re: badges; agenda item for March meeting

Ms. Garcia:

Per you question below....I do not have (and would never accept) a badge.

Please place the below on the agenda for the March meeting. I have no backup documentation; nor is there a cost analysis.

Date: January 28, 2011

To: Clerk; Manager

From: Bryan Cooper

Re: Police-style badges given to Commissioners

Background Analysis: None.

Fiscal/Budgetary Impact: None.

Recommendation: None at this time; To be discussed before the full Commission.

Bryan Cooper

From: Ana M. Garcia <villagemanager@biscayneparkfl.gov>
To: Rox Ross <rox@roxross.com>; Steve Bernard <steve@stevebernardarchitect.com>; Commissioner Bob Anderson <banderson@biscayneparkfl.gov>; Al Childress <albertchildress@yahoo.com>; Bryan Cooper <bryancooper7@yahoo.com>
Cc: Village clerk <villageclerk@biscayneparkfl.gov>; Archives <vobparchives@biscayneparkfl.gov>
Sent: Fri, January 28, 2011 5:06:12 PM
Subject: badges

Good afternoon all, Tom from the herald called me as he is doing a story on North Miami and badges for officials. How many of you have badges? This varies from City to City. If you have already answered this please disregard. Thank you.

Ana M. Garcia, CPRP
Village Manager
640 NE 114th Street
Biscayne Park, FL 33161
Ph. 305.899.8000 ext. 229
Fax. 305.891.7241
agarcia@biscayneparkfl.gov



Date: 04/25/2011

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

cc: Manager Ana Garcia
Attorney John Hearn
Clerk Maria Camara

From: Mayor Roxanna Ross

Re: Follow-up on Kimley Horn Traffic Studies
[This item of business first appeared on the 03/01/2011 Agenda. It was not reached during the regular Commission meeting in March. Therefore, the matter is refreshed for discussion here.]

REQUEST:

CONSENSUS AND DIRECTION CONCERNING KIMLEY-HORN AND ASSOCIATES, INC.'S TRAFFIC STUDY DATED JANUARY 2007, AND TRAFFIC STUDY UPDATE DATED JULY 2008 (THE "KH TRAFFIC STUDIES")

BACKGROUND AND ANALYSIS:

The KH Traffic Studies provided supporting data and proposed traffic plan for the Village of Biscayne Park, which included:

1. Converting NE 9 Court to one-way southbound (implemented);
2. Median extension on NE 121 Street at 5 Avenue to restrict turning movement;
3. Channelizing eastbound right-turn only movement at NE 121 Street and 6 Avenue (implemented and reinforced with the planting of trees to avoid median cross-over traffic);
4. Re-routing southbound Griffing Blvd. to NE 115 Street (implemented with unfavorable results and reversed);
5. Installing traffic circles along NE 7 Ave and 9 Avenue;
6. Installing landscaped entry features on local streets throughout the Village;
7. Where feasible, install lane width reduction striping that designates space for pedestrians and bicyclists (discussed by community at large, committee and commission);
8. Implementing 25 MPH speed limit on local streets within the Village (implemented); and
9. Generally recommending CPTED guidelines, including landscaping and lighting considerations.

Two of the above-described nine measures were implemented with immediate favorable results: #1 and 8. Item #3 was implemented and further enhanced last fall by planting trees along the median to discourage u-turns by vehicles seeking to avoid the right-turn channelization. Item #4 was implemented, determined unfavorable and the measure was reversed. Plans to implement Item #7 were discussed at length without reaching consensus.

Last month the Commission voted unanimously in support of a resolution to work with the residents in the vicinity of NE 5 Ave and 121 Street to implement recommendation #2 – extension of that median.

I urge the Commission to continue in this support of Recommendation #2, and to focus on the items that have not yet been addressed --- Recommendations #5, 6 and 9 proposed by KH Traffic Studies, as well as any further recommendation that may be developed through the process. Let's continue to move forward on the items that we can agree upon, and direct the Manager, at her discretion, to work with Kimley Horn, contract landscapers, resident boards and volunteers to implement these commendations:

Recommendation #6, landscaped entry features have been discussed and plans may already be available from our Park & Parkways Board, whose members are always ready to assist in enhancing our greenspaces. Starting with the

Village of Biscayne Park – 05-2011 Agenda

landscaping at our NE 6 Avenue entrance, which was the focus of the recent MLK Day of Service event, and continuing with every entrance point to the Village: 107 Street and the FEC railway at our southern end, 10 Avenue, 8 Avenue, Griffing Boulevard along the Village northern entryways. The replacement of weathered signs for these points, as well as at NE 12 Avenue, 9 Avenue and 7 Avenue; procurement may be through the County, as was our recently installed sign at the Ed Burke Recreation Center.

Recommendation #9 further explore specific improvements, including landscaping and lighting employing CPTED principles, further reducing cut-through traffic and continuing to make our streets safe for pedestrians.

Recommendation #5 installing traffic circles at the suggested locations, or such other sites as the community deems appropriate.

FISCAL/BUDGETARY IMPACT:

The current budget allows for minimal spending on any improvements. However, through fundraising, private contributions and forestry match-grant monies, these improvements can become a reality for our Village. Studies show that one of the top ways to improve the market value of your home, with high return on investment is LANDSCAPING. I believe that these enhancements will further reinforce our sense of place and continue to distinguish the Village of Biscayne Park as a bird sanctuary and Tree City USA community.

RECOMMENDATION:

I urge the Commission to work together in the areas where we are all in agreement, enhancing greenspaces and finding the funds to accomplish these goals.



Date: **5/27/11**

To: **Clerk Maria Camara**

From: **Commissioner Steve Bernard**

Re: **June Agenda Item – Policies & Procedures for Donations**

REQUEST:

A DISCUSSION OF: Policies & Procedures for Donations

BACKGROUND AND ANALYSIS:

Several Donations for specific purposes have been offered to the Village in the last several years, but there has been a lack of consistency over the procedures of how to accept. The Village should have a written policy so that Residents who have a desire to assist the Village with donations of money and projects that the Village wouldn't ordinarily purchase through normal processes can be assured that their efforts and donations will be utilized to the fullest extent.

Attached is a breakdown of costs for two recent Village projects which were recently accepted, showing data including donations from residents, Staff, "business partners", and the Village Foundation to highlight how these funds were accepted and utilized.

FISCAL/BUDGETARY IMPACT:

**Costs – Minimal, the creation and approval by Commission of a written Policy
Potential Revenues – Possible added Revenues due to consistent Policies and Resident participation**

RECOMMENDATION:

Direct Village Manager to create written Policies & Procedures for Commission Approval regarding Donations to the Village

From: Ana M. Garcia (villagemanager@biscayneparkfl.gov)
To: villageclerk@biscayneparkfl.gov;
Date: Thu, May 12, 2011 4:41:38 PM
Cc: agarcia@biscayneparkfl.gov;
Subject: RE: update

Vice Mayor and Full Commission:

The total project cost for the Sixth Avenue Landscaping was \$5,965.00.

Contributions and donations are as follows:

\$3,438.79 – Civic Club
\$500.00 – Balance from MLK 113th Street Project
\$989.00 – Resident, staff and business partner donations
\$450.00 – Credit for oak from Aquatic Landscaping
Total: \$5,377.79

Actual cost to the Village is \$587.21 to come from Landscaping line item.

The total project cost for the Ed Burke Park front entrance was \$1,375.00

Contributions and donations are as follows:

\$126.00 – Resident donations
\$1,249.00 – Biscayne Park Foundation contribution (originally from the Parks & Parkway sale of oaks and owl house project)
Total: \$ 1,375.00

Actual cost to the Village is \$0.00.

We worked with Parks & Parkway who unanimously approved the design. Parks & Parkway also presented the design to the Civic Club who also approved the project.

Thank you and have a great evening.

Ana M. Garcia, CPRP
Village Manager
640 NE 114th Street
Biscayne Park, Fl 33161
Ph. 305.899.8000 ext. 229
Fax. 305.891.7241
agarcia@biscayneparkfl.gov

From: Steve Bernard [<mailto:steve@stevebernardarchitect.com>]
Sent: Thursday, May 12, 2011 8:20 AM
To: villagemanager@biscayneparkfl.gov
Cc: vobparchives@biscayneparkfl.gov
Subject: Re: update

Ana,

I didn't get a chance to see the scope of either project, but a couple of residents have asked me what the cost of them are... do you have those numbers available?

Thanks,

Steve

From: Ana M. Garcia <villagemanager@biscayneparkfl.gov>
To: rox@roxross.com; Commissioner Bernard <sbernard@biscayneparkfl.gov>; Steve <Steve@stevebernardarchitect.com>; banderson@biscayneparkfl.gov; Al Childress <albertchildress@yahoo.com>; Bryan Cooper <bryancooper7@yahoo.com>
Cc: villageclerk@biscayneparkfl.gov
Sent: Wed, May 11, 2011 5:27:44 PM
Subject: update

Good evening all,

An update on both landscaping projects, Aquatica is getting ready to pick up for the day, more plantings to come tomorrow both at 6th avenue and the park including the larger material, Sabal Palmetto Palms.

It was great to me on site and have our residents go by and honk their horns and give us a thumbs up! Have a great evening, Ana.

Ana M. Garcia, CPRP
Village Manager
640 NE 114th Street
Biscayne Park, FL 33161
Ph. 305.899.8000 ext. 229
Fax. 305.891.7241
agarcia@biscayneparkfl.gov

No virus found in this incoming message.

Checked by AVG - www.avg.com

Version: 9.0.894 / Virus Database: 271.1.1/3630 - Release Date: 05/11/11 02:34:00

PLANNING & ZONING

Meets the 1st and 3rd Monday at 6:30PM

	Member	Appointed By	Comment
1	Gage Hartung	Childress	
2	Barbara Watts	Cooper	
3	Andrew Olis	Bernard	
4	Doug Tannehill	Ross	
5	Elizabeth Hornbuckle	Anderson	
6	Mario Rumiano		< Alternate >
7	Carl Bickel		< Alternate >
	<i>Fred Jonas</i>	<i>Ross</i>	<i>Resigned.</i>

Code Enforcement

Meets the 3rd Tuesday at 7:00PM

1	Harvey Bilt	Anderson	
2	Dale Blanton	Bernard	
3	David Coviello	Childress	
4	Carmen DiBernardi	Ross	
5	Linda Dillon	Cooper	
6	Kelli Romano	Anderson	< Alternate >
7	Milt Hunter	Anderson	< Alternate >
	<i>Dario Salazar</i>	<i>Cooper</i>	
	<i>Victor Cannon</i>	<i>Cooper</i>	<i>Resigned.</i>
	<i>Ray Irizzary</i>	<i>Ross</i>	<i>Resigned.</i>

Code Review

Meets the 2nd & 4th Tuesday at 7:00PM

1	Gage Hartung	Auto from P&Z	
2	Andrew Olis	Auto from P&Z	
3	Gary Kuhl	Anderson	
4	Dale Blanton	Auto from Code Enf	
5	David Coviello	Auto from Code Enf	
6	Carmen DiBernardi	Auto from Code Enf	<i>Resigned, but remains on Code Enf.</i>
7	Kelli Romano	Auto from Code Enf	
8	Judi Hamelburg	Bernard	
	<i>Ray Irizzary</i>	<i>Auto from Code Enf</i>	<i>Resigned</i>
	<i>Fred Jonas</i>	<i>Auto from P&Z</i>	<i>Resigned</i>
	<i>Harvey Bilt</i>	<i>Auto from Code Enf</i>	<i>Resigned, but remains on Code Enf.</i>
	<i>Milt Hunter</i>	<i>Auto from Code Enf</i>	<i>Resigned, but remains on Code Enf.</i>
	<i>Victor Cannon</i>	<i>Auto from Code Enf</i>	<i>Resigned</i>

Recreation Advisory Board

Meets the 2nd Wednesday at 6:30PM

1	James Murphy	Bernard	
2	John Holland	Cooper	
3	Caitlin H. Spurr	Ross	

4	Rachel O'Conner	Childress	
5	Grisette Marcos	Anderson	
	<i>Helga Silva</i>	<i>Ross</i>	<i>Resigned</i>
	<i>Ron Gwynn</i>	<i>Anderson</i>	<i>Resigned</i>
	<i>Vicki Mallette O'Brien</i>	<i>Childress</i>	<i>Resigned.</i>

Parks & Parkway Advisory Board

Meets the 3rd Wednesday at 6:00PM

1	Dan Keys	Anderson	
2	Barbara Kuhl	Childress	
3	Randy Wagoner	Ross	
4	John Zoeller	Bernard	
5	Daniel Samaria	Cooper	
6	Lynn Fisher		< Alternate >
7	Mary Ann Jones		< Alternate >
	<i>David Tunnel</i>	<i>Cooper</i>	<i>Resigned.</i>
	<i>Anne Marie Jonckheer</i>	<i>Bernard</i>	<i>Resigned.</i>
	<i>Barbara Kiers</i>	<i>Cooper</i>	<i>Resigned.</i>
	<i>Jane Ansley</i>		<i>Resigned. (Alternate)</i>

Ecology Board

Meets the 3rd Thursday at 6:30PM

1	Karen Cohen	Anderson	
2	Matt Davis	Bernard	
3	Art Pyle	Childress	
4	Tom Pliske	Cooper	
5	Tracy Truppmann	Ross	
6	Linda Carrington		< Alternate >
	<i>Victor Romano</i>	<i>Anderson</i>	
	<i>Linda Domin</i>		<i>Will participate on special projects only.</i>