



The Village of Biscayne Park

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

Telephone: 305 899 8000 Facsimile: 305 891 7241

AGENDA
REGULAR COMMISSION MEETING
Log Cabin - 640 NE 114th Street
Biscayne Park, FL 33161
Tuesday, March 03, 2020 7:00 pm



Indicates back up documents are provided.

1 Call to Order

2 Roll Call

Mayor O'Halpin
Vice-Mayor Tudor
Commissioner Kennedy
Commissioner Ross
Commissioner Samaria

3 Pledge of Allegiance

4 Additions, Deletions or Withdrawals to the Agenda

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

5 Presentation

Memorandum - Special Election and Mayoral Selection

5.a Public Hearing - Krishan Manners



6 Public Comments Related to Agenda Items / Good & Welfare

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

7 Information / Updates



7.a Charter Review Advisory Board's Final Report to the Commission

- Cover Memo from Chair
- Final Report

8 Consent Agenda

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



8.a Acceptance of Commission Minutes

- Regular Commission Meeting February 04, 2020
- Special Commission Meeting February 11, 2020



8.b Acceptance of Boards Minutes

- Parks & Parkway Advisory Board Meeting May 8, 2019
- Parks & Parkway Advisory Board Meeting May 10, 2019
- Parks & Parkway Advisory Board Meeting July 25, 2019
- Parks & Parkway Advisory Board Meeting August 22, 2019
- Parks & Parkway Advisory Board Meeting August 27, 2019
- Parks & Parkway Advisory Board Meeting September 26, 2019
- Parks & Parkway Advisory Board Meeting October 3, 2019
- Parks & Parkway Advisory Board Meeting October 21, 2019
- Parks & Parkway Advisory Board Meeting October 22, 2019
- Parks & Parkway Advisory Board Meeting October 25, 2019
- Parks & Parkway Advisory Board Meeting October 29, 2019
- Parks & Parkway Advisory Board Meeting October 30, 2019
- Parks & Parkway Advisory Board Meeting November 04, 2019
- Parks & Parkway Advisory Board Meeting November 07, 2019
- Parks & Parkway Advisory Board Meeting November 13, 2019
- Parks & Parkway Advisory Board Meeting November 21, 2019
- Biscayne Park Foundation Meeting December 10, 2019
- Biscayne Park Foundation Meeting January 15, 2020
- Public Art Advisory Board Meeting January 8, 2020
- Public Art Advisory Board Meeting February 12, 2020

8.c Resolution # 2020-11 - MOU Agreement w El Portal

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

8.d Resolution # 2020-12 - MOA Agreement w North Miami - Fuel

A RESOLUTION OF THE MAYOR AND VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA, AUTHORIZING THE VILLAGE MANAGER TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF NORTH MIAMI AND THE VILLAGE OF BISCAYNE PARK, AUTHORIZING THE CITY TO SELL AND DISPENSE DIESEL AND UNLEADED FUEL FOR SERVICE VEHICLES OWNED BY THE VILLAGE OF BISCAYNE PARK; PROVIDING FOR AN EFFECTIVE DATE .

8.e Resolution # 2020-14 - Engagement Letter FoxRotschild Interim Village Attorney

A RESOLUTION OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA; AUTHORIZING THE MAYOR TO EXECUTE THE ENGAGEMENT LETTER AGREEMENT FOR INTERIM VILLAGE ATTORNEY BETWEEN FOXROTSCHILD, LLP AND THE VILLAGE OF BISCAYNE PARK FOR PROFESSIONAL LEGAL SERVICES AND EXPEND BUDGETED FUNDS; PROVIDING FOR AN EFFECTIVE DATE.

9 Ordinances

9.a Ordinance 2019-06 - establishing Commission Meeting Procedures - Second Hearing



AN ORDINANCE OF THE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA, AMENDING SECTION 2-16 OF THE VILLAGE OF BISCAYNE PARK CODE OF ORDINANCES; ADOPTING COMMISSION RULES AND PROCEDURES FOR MEETINGS AND WORKSHOPS; PROVIDING FOR ORDINANCES IN CONFLICT, REPEALER, CODIFICATION, SEVERABILITY AND AN EFFECTIVE DATE,
Public Hearing on Ordinance # 2020-06

9.b

Ordinance 2020-01 - Changing Language on Boards Members Resignation - Second Hearing



AN ORDINANCE OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA, AMENDING ARTICLE III OF CHAPTER 2 OF THE CODE OF ORDINANCES, VILLAGE OF BISCAYNE PARK, ENTITLED "COMMISSIONS, BOARDS AND COMMITTEES" BY AMENDING SECTION 2-30(d)(3) REGARDING THE ONE YEAR RESTRICTION ON THE ELIGIBILITY OF APPOINTMENT OF MEMBERS OF BOARDS OR COMMITTEES THAT HAVE RESIGNED; PROVIDING FOR INCLUSION IN THE CODE AND SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

Public Hearing on Ordinance # 2020-01

9.c Ordinance 2020-02 -

10 Resolutions

10.a Resolution # 2020-07 - Appointment of Board Members to Parks & Parkway Advisory Board



RESOLUTION OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA, RATIFYING THE SELECTION AND APPOINTMENT OF BOARD MEMBERS TO THE PARKS & PARKWAY ADVISORY BOARD; PROVIDING FOR AN EFFECTIVE DATE.

10.b Resolution # 2020-08 - Appointment of Board Members to Public Art Advisory Board



RESOLUTION OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA, RATIFYING THE SELECTION AND APPOINTMENT OF BOARD MEMBERS TO THE PUBLIC ART ADVISORY BOARD; PROVIDING FOR AN EFFECTIVE DATE.

10.c Resolution # 2020-09 - Appointment of Board Members to Public Safety Advisory Board



RESOLUTION OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA, RATIFYING THE SELECTION AND APPOINTMENT OF BOARD MEMBERS TO THE PUBLIC SAFETY ADVISORY BOARD; PROVIDING FOR AN EFFECTIVE DATE.

10.d Resolution # 2020-13 - Change of Compensation to Interim Village Manager

A RESOLUTION OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE THE CHANGE OF COMPENSATION FOR INTERIM VILLAGE MANAGER BETWEEN THE VILLAGE OF BISCAYNE PARK AND DAVID HERNANDEZ; PROVIDING FOR AN EFFECTIVE DATE.

11 Old Business

None

12 New Business

12.a Discussion on Change of Compensation to Commissioners - by Mayor O'Halpin



13 Request for placement of items on next meeting agenda

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

14 Reports

14.a Village Attorney - Discussion re Theard vs. Village of Biscayne Park

14.b Interim Village Manager / Public Works Manager

14.c Board / Committee Reports

14.d Commissioners Comments:

- Mayor O'Halpin
- Vice Mayor Tudor

- Commissioner Kennedy
- Commissioner Samaria

15 Announcements

- Biscayne Park Foundation Meeting, March 9, 2020 6:30 pm at Village Hall
 - Public Art Advisory Board Meeting, March 11, 2020 6:00 pm at Village Hall
 - Planning & Zoning Board Meeting, March 16, 2020 6:30 pm at Log Cabin
 - Parks & Parkway Advisory Board Meeting, March 19, 2020 5:30 pm at Village Hall
 - Public Safety Advisory Board Meeting, March 25, 2020 7:00 pm at Village Hall
 - Planning & Zoning Board Meeting, April 6, 2020 6:30 pm at Log Cabin
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- **Next Regular Commission Meeting - Tuesday, April 7, 2020 7:00 pm at Log Cabin**

16 Adjournment

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

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

DECORUM - All comments must be addressed to the Commission as a body and not to individuals. Any person making impertinent or slanderous remarks, or who becomes boisterous while addressing the Commission, shall be barred from further audience before the Commission by the presiding officer, unless permission to continue or again address the commission is granted by the majority vote of the Commission members present. No clapping, applauding, heckling or verbal outbursts in support or in opposition to a speaker or his/her remarks shall be permitted. No signs or placards shall be allowed in the Commission Chambers. Please mute or turn off your cell phone or pager at the start of the meeting. Failure to do so may result in being barred from the meeting. Persons exiting the Chamber shall do so quietly.



VILLAGE OF BISCAYNE PARK
Village Commission Agenda Report
REGULAR COMMISSION MEETING

Item # 5

TO: Honorable Mayor & Members of the
Biscayne Park Village Commission

FROM: Roseann Prado, Village Clerk

DATE: March 03, 2020

TITLE: Special Election April 14, 2020 and Selection of Mayor

Recommendation

Recognition of new Commissioner Roxanna “Rox” Ross, and selection of new Mayor.

Background

Upon the resignation of Mayor and Commissioner Tracy Truppman on February 04, 2020, pursuant to Section 2.05(c) of the Village Charter the Commission scheduled a special election to take place on April 14, 2020. The candidate qualifying period for the special election started on February 18, 2020 at 9:00 am and ended on February 28, 2020 at 5:00 pm.

With only one (1) candidate qualified at the end of the qualifying period, Mrs. Roxanna “Rox” Ross was recognized as the new Commissioner with no opposition. The Village Clerk notified the Miami-Dade Department of Elections and requested the cancelation of the special election. Roxanna “Rox” Ross was sworn in on Friday, February 28, 2020 at the Village Hall around the time of 5:30 pm. With the seating of the new Commission, in accordance with Section 2.01 of the Village Charter, “the Commission shall elect one of its members to the position of Mayor at the first meeting of each newly elected Commission.

Resource Impact

No financial impact.

Attachment(s)

None.

Prepared by: Roseann Prado, Village Clerk

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VILLAGE OF BISCAYNE PARK
Village Commission Agenda Report
REGULAR MEETING

Item # 5.a

TO: Honorable Mayor & Members of the
Biscayne Park Village Commission

FROM: David Hernandez, Interim Village Manager

DATE: March 3, 2020

TITLE: Hearing Procedure for Mr. Manners Employment Status

Recommendation

1. The attorney shall read the allegations set forth in Resolution 2020-05 adopted at the Commission meeting that was held February 4, 2020.
2. The public shall have an opportunity for comments (3 minutes +/- per speaker).
3. Mr. Manners shall then have the opportunity to make a statement and present evidence and/or testimony of third parties in support of his position/rebuttal to the allegations set forth in Resolution 2020-05.
4. The Mayor and Commission will then have the opportunity to ask Mr. Manners questions concerning his statement and/or evidence and testimony he has presented and , and answer all questions that the Mayor and Commissioners may have and concerning the managerial decisions that took place during his tenure that gave rise to the allegations in Resolution 2020-05.
5. The public hearing shall be closed and a motion to terminate Mr. Manners with or without cause should be made and discussed by the Mayor and Commissioners. Alternatively, the Commission can move to rescind Resolution 2020-05 and reinstate Mr. Manners as the Village Manager, or make a motion to direct staff to negotiate a severance agreement with Mr. Manners.
6. The mayor shall then call for a roll call vote.

Prepared by: David Hernandez, Interim Village Manager



VILLAGE OF BISCAYNE PARK
Village Commission Agenda Report
REGULAR MEETING

Item # 5.a

TO: Honorable Mayor & Members of the
Biscayne Park Village Commission

FROM: David Hernandez, Interim Village Manager

DATE: March 3, 2020

TITLE: Public Hearing

Recommendation

Approve or deny Resolution terminating the employment of suspended Town Manager, Krishan Manners for cause. Alternatively, the Commission may elect to terminate Mr. Manners' employment without cause. If terminated without cause, under the terms and Mr. Manners' employment agreement he is entitled to receive a severance equal to 14 weeks of pay (to be confirmed by the Village Finance Director). Finally, the Village Commission can reinstate Mr. Manners, or direct Village staff to negotiate a severance agreement, which can include a mutually agreeable sum in exchange for Mr. Manners' assistance on pending matters and other transition issues.

Background

As provided for in Section 3.03 of the Village Charter, on February 4, 2020, the Village Commission adopted Resolution No. 2020-05, suspending with pay of Village Manager, Krishan Manners, pending a hearing (if requested) as to whether or not to terminate the Village Manager with cause. Via email correspondence, Mr. Manners has requested a "name clearing" hearing.

Resource Impact

Approximately \$24,500.00 (to be confirmed by Village Finance Director).

Attachment(s)

- Section 3.03 of the Village Charter
- Mr. Manners Employment Agreement
- Resolution 2020-05
- Email from Mr. Manners requesting a hearing
- Proposed Resolution Terminating Mr. Manners with Cause

Prepared by: David Hernandez, Interim Village Manager

Section 3.03. - Removal procedure.

The Manager and the Attorney (each to be referred to as "Charter Officer") may be suspended with pay pending removal by a resolution approved by the majority of the total membership of the Commission, which shall set forth the reasons for suspension and proposed removal. A copy of such resolution shall be served immediately upon the affected Charter Officer. The affected Charter Officer shall have fifteen (15) days in which to respond in writing; and upon request, shall be afforded a public hearing, which shall occur not earlier than ten (10) days nor later than fifteen (15) days after such hearing is requested. After the public hearing, if one is requested, and after full consideration, the Commission by a majority vote of its total membership may adopt a final resolution of removal. The affected Charter Officer shall continue to receive full compensation until the effective date of a final resolution of removal.

1 Biscayne Park, Florida, which Agreement is attached hereto and incorporated herein as
2 Exhibit "1".

3 **Section 3.** This Resolution shall be effective upon adoption.

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5 PASSED AND ADOPTED this 6th day of June, 2017.

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



Tracy Truppman, Mayor

Mayor Truppman: Yes
Vice Mayor Johnson-Sardella: Yes
Commissioner Bilt: Yes
Commissioner Ross: Yes
Commissioner Tudor: Yes

Attest:



Marlen D. Martell, Village Clerk

Approved as to form:



John J. Hearn, Village Attorney

EMPLOYMENT AGREEMENT

This is an agreement entered into this 6th day of June, 2017 between the Village of Biscayne Park and Krishan Manners to provide for the employment of Krishan Manners as Village Manager of the Village of Biscayne Park, Florida, and to set forth the terms and conditions of his employment and the mutual obligations, rights and duties of each party.

Now, therefore, in consideration of the mutual promises as set forth in this Agreement, the Village of Biscayne Park, Florida (the "Village") and Krishan Manners ("Village Manager") agree as follows:

Section 1. Duties

A. The Village Commission employs Krishan Manners as Village Manager of the Village of Biscayne Park, Florida to perform the functions and duties as specified in Section 3.01 the Village Charter, and to perform such other legally permissible and proper duties as required by the Village Commission from time to time.

B. The Village Manager shall perform the duties of Village Manager of the Village in accordance with the terms, conditions and provisions contained in this Agreement and the Charter in a professional and respectable fashion required of village managers generally and as required by the standards of the Code of Ethics of the International City/County Management Association. The Village Manager recognizes that the position of Village Manager is not and cannot be an hourly type employment and agrees to devote an amount of time and energy reasonably necessary for the Village Manager to fully perform the duties required under this Agreement. Thus, the Village Manager shall spend sufficient hours at the Village to perform the Village Manager's duties and carry out his responsibilities.

Section 2. Term of Agreement

A. The term of this Agreement shall be for an initial term beginning retroactively on May 2, 2017 ("Effective Date"), and concluding on September 30, 2020, unless otherwise terminated, as set forth below. This Agreement shall remain in full force and effect until terminated by the Village Commission or the resignation of Village Manager pursuant to Sections 7 and 8 below. The Village Manager shall serve at the pleasure of the Village Commission and nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Village Commission to terminate the services of the Village Manager at any time, subject only to the provisions set forth in Section 7 of this Agreement.

B. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Village Manager to resign at any time from the position of Village Manager, subject only to the provisions set forth in Section 8 of this Agreement.

C. After September 30, 2020, this Agreement shall be renewed annually until either the Village Commission terminates the Agreement as specified in Section 7 or the Village Manager terminates the Agreement as specified in Section 8.

Section 3. Exclusive Employment and Outside Consulting/Teaching

The Village Manager agrees to remain in the exclusive employment of the Village. Recognizing that certain outside consulting or teaching opportunities provide indirect benefits to the Village and the community, the Village Manager may elect to accept limited teaching, consulting or other business opportunities with prior Village Commission approval. Any outside consulting or teaching arrangements shall not commence before the completion of the probationary period or interfere with the Village Manager's performance of his duties hereunder or constitute a conflict of interest with his responsibilities under this Agreement. The Village Commission may restrict or revoke approval of any outside employment when it deems necessary.

Section 4. Effective Date

This Agreement shall be effective retroactive to May 2, 2017.

Section 5. Salary

The Village agrees to pay the Village Manager for his services under this Agreement an annual base salary of \$82,000.00, payable in installments at the same time as other Village employees are paid. This salary, and any other benefits provided in this Agreement, is subject to all legally required deductions.

Section 6. Evaluations/Probation Period

A. The Village Manager shall serve a six (6) month probationary period, retroactive to the Effective Date of this Agreement.

B. Within thirty (30) days after the probationary period, the Village Commission shall evaluate the performance of the Village Manager. Thereafter, the Village Commission shall evaluate the Village Manager on or before October 1st of each year. The evaluation shall be in a form the Commission deems appropriate based on criteria developed by the Village Commission in consultation with the Village Manager. The Village Manager will place on the agenda prior to October 1st of each year an item addressing his evaluation. The Village Commission shall determine the amount of any merit increase prior to the end of each fiscal year.

C. At the time of the scheduled evaluations, the Village Commission will consider any potential increases in the Village Manager's salary, benefits and allowances, based on performance.

Section 7. Termination by the Village and Severance Pay

A. In the event the Village Commission wishes to terminate the Village Manager, it shall do so in accordance with Section 3.03 of the Charter and the provisions of this Agreement.

B. Should the Village Commission terminate the services of the Village Manager "without cause," the Village Manager shall receive a severance payment in accordance with this Agreement.

C. The Village Manager shall not be entitled to severance during the probationary period. After completion of the probationary period, the Village Manager shall be entitled to severance pay equal to four (4) weeks. For each year thereafter, the Village Manager shall be entitled to four (4) additional weeks per year of service, with a cap of sixteen (16) weeks total severance, consistent with state law. The severance shall be paid in two (2) equal payments: the first upon separation from the Village, the second within thirty (30) days thereafter. Severance pay shall not be construed as compensation for services performed and severance payment shall not include automobile, cell phone allowance, earned and accrued annual, sick, compensatory, or administrative leave, or other similar benefits. Said payment of severance benefits made under this paragraph shall constitute full and complete payment and satisfaction of any claim the Village Manager may have against the Village arising under, or related to this Agreement or otherwise.

D. In the event the Village Manager is terminated for just cause, such termination will take effect immediately and the Village shall have no obligation to pay the amounts outlined in this Agreement except for any accrued and unpaid salary and benefits earned, consistent with Village policies, including leave policies, all earned paid holidays and other time noted in Section 13 of this Agreement. For the purposes of this Agreement, just cause is defined and limited to mean (1) breach of any material term or condition of this Agreement after ten (10) days written notice and an opportunity to cure (opportunity to cure not required if incurable offense); (2) misconduct in office such as an act of fraud or dishonesty; (3) misconduct as defined in Florida Statute, Section 443.036(29) in which case, by statute, such payment would be prohibited; (4) gross insubordination; (5) willful neglect of duty; (6) a knowing or intentional violation of the International City/County Management Association, Florida or Miami-Dade County conflict of interest and code of ethics laws and Village Charter; (7) moral turpitude; or, (8) conviction of any criminal act (except for minor traffic infractions).

E. Although this Agreement expires September 30, 2020, the Agreement is a continuing contract, which automatically renews annually unless expressly terminated by either party. If the Agreement expires without being continued, severance consistent with this Section will be provided.

Section 8. Termination by the Village Manager

The Village Manager may terminate this Agreement at any time by delivering to the Mayor and members of the Village Commission a written notice at least thirty (30) days prior to the effective date of his resignation, unless the parties otherwise agree in writing. If the Village Manager voluntarily resigns pursuant to this Section, the Village shall pay to the Village Manager all accrued compensation due to Village Manager up to his final day of employment. The Village shall have no further financial obligation to the Village Manager pursuant to this Agreement. This subsection shall not prevent the Village Manager from collecting any money earned as a result of participation in the Village's deferred retirement program, if any.

Section 9. Automobile Allowance and Communications Equipment

A. The Village Manager is required to be on call for twenty four (24) hours a day and therefore, the Village shall provide a four hundred dollar (\$400.00) per month vehicle allowance for use of his private automobile. The amount may be increased from time to time upon approval by the Village Commission. The Village agrees to reimburse Village Manager for mileage for travel that the Commission determines is extensive and out of the ordinary, such as seminars outside the South Florida area with prior approval of the Village Commission.

B. The Village Manager shall be provided with a cell phone allowance of \$100.00 per month for the use of a "smart" phone and associated service plan ("Cell Phone Allowance").

Section 10. Dues and Subscriptions

The Village Manager agrees to maintain his membership with the International City/County Management Association, Miami-Dade City County Management Association and the Florida City/County Management Association. The Village agrees to pay Village Manager's professional dues for membership in the International City/County Management Association, Miami-Dade City County Management Association and the Florida City/County Management Association. The Village shall not be obligated to pay other dues and subscriptions on behalf of Village Manager, including necessary continuing education unit credits, unless approved in the Village's annual budget (on a line item basis) or as authorized separately by the Village Commission.

Section 11. Professional Development

A. The Village agrees to pay for the Village Manager's travel and attendance at seminars and conferences requested by the Manager and approved by the Commission consistent with the Village budget or as authorized separately by the Village Commission.

B. The Village recognizes that certain expenses of a non-personal nature but job-related nature are incurred by the Village Manager, and agrees to reimburse or to pay said general expenses, including local expenses for parking, transportation, membership in organizations contributing to a member's ability to fulfill leadership roles and communication expenses. The Commission's authorization to disburse such monies shall be upon the furnishing of receipts, statements or personal affidavits.

Section 12. Community Involvement

The Village recognizes the desirability of representation in and before local civic and other organizations, and encourages the Village Manager to participate in these organizations to foster a continuing awareness of the Village's activities as well as the community's attitudes and ideas.

Section 13. Time Off

A. The Village Manager will be entitled to the same paid holidays as all other full-time employees of the Village.

B. The Village Manager shall be entitled to leave consistent with Section 12 of the Village's Personnel Rules and Regulations, as amended from time to time. Both the Village and the Village Manager recognize a need to amend Section 12 and the Village Manager will address that issue before the next fiscal year.

C. Compensation Time. In recognition of the fact that the Village Manager is expected and will be regularly working in excess of forty (40) hour work weeks, the Village Manager shall receive, on October 1st of each year, forty (40) hours in compensatory time. This time must be used during the fiscal year that he receives the compensatory time, or such time will expire. In addition, this time will not be paid out upon separation, whether by resignation or termination.

Section 14. Health and Dental Insurance

The Village Manager shall be provided the same health insurance coverage as provided to all other non-union full-time employees of the Village, in accordance with the Village's Personnel Rules and Regulations. The Village Manager agrees to be responsible for any additional insurance (i.e., dental and vision).

Section 15. Disability

If the Village Manager becomes permanently disabled or is otherwise unable to perform his duties because of sickness, accident, injury, medical incapacity or health for twenty (20) working days over a thirty (30) working day period, the Village shall have the option of terminating this Agreement, subject to the severance pay requirements of this Agreement. The severance owed to the Village Manager pursuant to this Agreement

shall be reduced by all disability benefits the Village Manager receives from disability insurance.

Section 16. Retirement

The Village shall enter the Village Manager in the Florida Retirement System at the compulsory Senior Management Level rate and agrees to contribute all applicable employer mandated payments into such system on behalf of the Village Manager. The employee mandated payments shall be automatically deducted from the Village Manager's paycheck by the Village.

Section 17. Life Insurance

The Village shall provide a term life insurance policy to the Manager in the amount equal to one hundred percent (100%) of one (1) year's salary, including all increases in the base salary during the life of this Agreement. The Village Manager shall designate the beneficiary of this policy.

Section 18. Other Customary Benefits

The Village shall afford the Village Manager the right to participate in any other benefits or working conditions as provided for the administrative and management employees of the Village pursuant to the Village's Personnel Rules and Regulations, as amended from time to time.

Section 19. Indemnification

To the extent permitted by law and as limited by Section 768.28, Florida Statutes, the Village shall defend, hold harmless and indemnify the Village Manager against any tort, (not including intentional torts), professional liability claim or demand or other legal action arising out of an alleged act or omission occurring in connection with the performance of the Village Manager duties so long as the Village Manager is acting within the scope of his employment. The Village shall present any and all claims, demands or other legal actions to its insurance carrier.

Section 20. Bonding

The Village agrees to bear the full cost of any fidelity or other bonds as may be required pursuant to the Village Charter.

Section 21. Code of Ethics

Inasmuch as the Village Manager will be an active, full member of the International City/County Management Association (ICMA), the "Code of Ethics" promulgated by ICMA is incorporated herein and by this reference made a part hereof.

Said "Code of Ethics" shall furnish principles to govern the Village Manager's conduct and actions as Village Manager of the Village.

Section 22. Days

Other than as specified in Section 13, any reference to "day" in this Agreement shall mean calendar day.

Section 23. Other Terms and Conditions

A. If any provision, or any portion thereof, contained in this Agreement is held to be unconstitutional, illegal, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall not be affected and shall remain in full force and effect.

B. The waiver by either party of a breach of any provision of this Agreement by the other shall not operate or be construed as a waiver of any subsequent breach by that party.

C. This Agreement shall be binding upon and inure to the benefit of the heirs at law or personal representative of the Village Manager.

D. This Agreement contains the entire Agreement of the parties.

E. Florida law shall govern this Agreement and any litigation that may arise from this Agreement shall be filed and litigated in the state and federal courts of Miami-Dade County, Florida.

F. Upon Village Manager's death, the Village's obligations under this Agreement shall terminate except for:

1. Transfer of ownership of retirement funds, if any, to his designated beneficiaries;
2. Payment of accrued leave balances in accordance with this Agreement;
3. Payment of all outstanding hospitalization and medical bills in accordance with Village's insurance policies or plans; and
4. Payment of all life insurance benefits in accordance with this Agreement and the Village's insurance policies or plans.

G. The parties acknowledge that each has shared equally in the drafting and preparation of this Agreement and accordingly, no court or administrative hearing officer construing this Agreement shall construe it more strictly against one party than the other and every covenant, term and provision of this Agreement shall be construed simply according to its fair meaning.

H. It is understood and agreed that this document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and/or understandings applicable to the matters contained herein and that the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

I. No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and with equal dignity herewith.

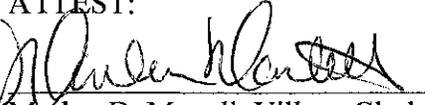
J. The rights and obligations herein granted are personal in nature and cannot be transferred by the Village Manager.



Krishan Manners, Village Manager

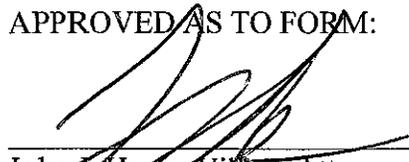


Tracy Truppmann, Mayor

ATTEST:


Marlen D. Martell, Village Clerk



APPROVED AS TO FORM:


John J. Hearn, Village Attorney

Roseann Prado

From: Krishan Manners [REDACTED]
Sent: Wednesday, February 19, 2020 1:42 PM
To: Roseann Prado; Krishan Manners
Subject: Name Clearing Hearing
Attachments: February 19.pdf

Mr. Hernandez and Madam Clerk:

Attached is a letter requesting the name clearing hearing. In the attached letter, I have requested additional information as I prepare to address the allegations. When I receive those and have time to prepare, we can schedule the hearing.

Please forward the attached to the Mayor and Commissioners. Please confirm receipt of this email and letter.

Best regards,
Krishan

February 19, 2020

Mayor and Commissioners
Village of Biscayne Park
600 NE 114 Street
Biscayne Park, Florida 33161

Mayor and Commissioners:

As my stated right per the Village of Biscayne Park Charter, I am choosing to proceed with the name clearing process. I am informing you of this within my 15 days of suspension.

Prior to scheduling the hearing, I would like to submit a public records request for:

- All emails between Rebecca Rodriguez and myself from 12/1/19 to 2/6/2020.
- All communications from Commissioner Kennedy with the terms "Village Manager" or my name included from January 7, 2020 to present.
- All communications from Mayor O'Halpin with the terms "Village Manager" or my name included, from January 7, 2020 to present.

Once I receive these public records, we can set a date for the name clearing.

Sincerely,

A handwritten signature in blue ink that reads "Krishan Manners". The signature is written in a cursive style.

Krishan Manners

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RESOLUTION NO. 2020-05

A RESOLUTION OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA, FOR REMOVAL OF THE VILLAGE MANAGER, KRISHAN MANNERS, AND TERMINATION FOR CAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Resolution 2017-32, on June 6, 2017, the Village Commission approved an Employment Agreement with Village Manager, Krishan Manners (“Manners”), whereby Manners agreed “to perform the functions and duties as specified in Section 3.01 [of] the Village Charter, and to perform such other legally permissible and proper duties as are required by the Village Commission from time to time.” (Employment Agreement, Sec. 1. A)

WHEREAS, the Employment Agreement provides, in part, that “...Village Manager shall serve at the pleasure of the Village Commission and nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Village Commission to terminate the services of the Village Manager at any time, subject only to the provision set forth in Section 7...” (Employment Agreement, Sec. 2.A)

WHEREAS, the relevant subparagraphs of the Employment Agreement, Section 7 address termination for cause, providing that:

A. In the event the Village Commission wishes to terminate the Village Manager, it shall do so in accordance with Section 3.03 of the Village Charter and the provisions of this Agreement.

....

D. In the event the Village Manager is terminated for just cause, such termination will take effect immediately and the Village shall have no obligation to pay the amounts outlined in this Agreement except for any accrued and unpaid salary and benefit earned, consistent with Village policies just cause is defined and limited to mean (1) breach of any material term or condition of this Agreement after ten (10) days written notice and an opportunity to cure (opportunity to cure not required if incurable offense); and (2) misconduct in office such as an act of fraud or dishonesty (3) misconduct as defined in Florida Statute, section 443.036(29) in which case, by statute, such payment would be prohibited; (4) gross insubordination; (5) willful neglect of duty; (6) a knowing or intentional violation of the International City/County Management Association, Florida or Miami-Dade County conflict of interest and code of ethics laws and Village Charter; (7) moral turpitude; or (8) conviction of any criminal act (except for minor traffic infractions).

WHEREAS, turning to the Village of Biscayne Park Charter, relevant portions provide that:

1 3.01- Village Manager.

2 (A) *Village Manager*. There shall be a Village Manager (the
3 “Manager”) who shall be the chief administrative officer of the Village.
4 The Manager shall be responsible to the Commission for the
5 administration of all Village affairs and for carrying out the policies of
6 the Commission.

7 (B) *Appointment; removal; compensation of the Manager*. ...The
8 Commission may remove the Manager at any time, as provided for in
9 Section 3.03. ...

10
11 3.03- Removal procedure.

12 The Manager and the Attorney (each to be referred to as “Charter
13 Officer”) may be suspended with pay, pending removal by a resolution
14 approved by the majority of the total membership of the Commission,
15 which shall set forth the reasons for suspension and proposed removal. A
16 copy of such resolution shall be served immediately upon the affected
17 Charter Officer. The affected Charter Officer shall have fifteen (15) days in
18 which to respond in writing; and upon request, shall be afforded a public
19 hearing, which shall occur not earlier than ten (10) days nor later than
20 fifteen (15) days after such hearing is requested. After the public hearing,
21 if one is requested, and after full consideration, the Commission by a
22 majority vote of its total membership may adopt a final resolution of
23 removal. The affected Charter Officer shall continue to receive full
24 compensation until the effective date of a final resolution of removal.
25

26 **WHEREAS**, the Village Commission has lost confidence in Manners, and wishes to
27 terminate his employment with the Village **for cause**.

28
29 **NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF THE**
30 **VILLAGE OF BISCAWAYNE PARK, FLORIDA, THAT:**

31
32 **Section 1.** The foregoing “WHEREAS” clauses are hereby ratified and
33 confirmed as being true and correct and are incorporated herein by this reference.
34

35 **Section 2.** The Village Commission finds that just cause exists to terminate the
36 Employment Agreement and Manners’ employment with the Village in connection with the
37 following:

38 A. Gross Insubordination

- 39 1. Manners exceeded his authority as Village Manager by instructing
40 the Attorney to institute a Petition for Writ of Quo Warranto and
41 Declaratory Relief (“Residency Challenge”) against a duly
42 residing, elected and sitting Commissioner on January 9, 2020.
43 2. Not only did Manners exceed his authority in commencing the
44 Residency Challenge, but he knew that the case was based on a
45 false premise, as evidenced by Manners delivering an agenda
46 packet to the Commissioner at his home address on January 10,
47 2020. After hearing presentations and taking evidence, the
48 unauthorized Petition was dismissed as being premature because

1 at the time of the filing the Commissioner resided at the home
2 address stated in his candidacy papers.

- 3 3. An Investigative Report by Miami Dade County Commission on
4 Ethics & Public Trust (“Ethics Commission”) concludes “the
5 evidence establishes that after Truppman advised Manners of her
6 unavailability for the [3/5/2019] meeting, he took it upon himself
7 to contact the other elected officials and as a result of these
8 contacts the meeting was cancelled. The other four elected
9 officials told investigator that they were not told that *only the*
10 *Mayor* was unavailable and that *the other four elected officials*
11 *were available to conduct the meeting in her absence.”*
- 12 4. While the Ethics Commission found insufficient evidence to
13 demonstrate that Manners exploited his position, Manners actions
14 in providing four Commissioners selective information to achieve
15 a rescheduling of the March 5, 2019, meeting was a manipulation
16 and a willingness to subvert the goals of the Commission to
17 proceed with the conduct of Village business as scheduled.
18

19 **B. Willful Neglect of Duty**

- 20 1. When the January 14, 2020, commission meeting, was not called
21 to order because quorum was not reached due to the unexplained
22 absence of Mayor Tracy Truppman, Manners failed to follow the
23 Village Charter and have two new commissioners sworn in
24 outside the public meeting. Those two new commissioners would
25 have created the required quorum for the monthly commission to
26 take place. Because of Manners’ neglect, the Village had no
27 commission meeting for the month of January 2020, which
28 included an advertised quasi-judicial variance hearing. The
29 cancelled January meeting was not rescheduled.
- 30 2. By his own admission, Manners intentionally did not provide
31 required written responses to requests for information related to
32 the audit of the Citizens Independent Transportation Trust and
33 related funds appropriate to the Village for transit and
34 transportation.
- 35 3. Failure of oversight with respect to attorney billings. By his
36 admission, Manners authorized payment of attorney invoices
37 without appropriate examination and without bringing the details
38 to Commission for review and approval.
- 39 4. Failure of oversight with respect to WastePro, and the irregularity
40 of services provided.
- 41 5. Failure to initiate competitive bidding at the appropriate time to
42 replace WastePro or leverage a better quality of service.
43

44 **Section 3.** For these reasons, and such others that may be articulated at the
45 reading of this Resolution, the Commission resolves that Manners be suspended with pay
46 and that the Removal procedures be initiated in accordance with the Charter, Section 3.03.
47

1 **Section 4.** Upon approval of this Resolution, Manners shall immediately
2 relinquish to the Sergeant at Arms all devices (phones, tablets, laptops, external drives), and
3 other electronic media, keys, passwords, and other means of access to Village property
4 (including accounts).
5

6 **Section 5.** During his suspension, Manners is prohibited from accessing Village
7 files or accounts, and he is prohibited from contacting Village employees, contract vendors,
8 residents or elected officials in any way, except that Manners is instructed to respond to
9 inquiries from an Interim Manager and/or Village Clerk on vital pending matters that
10 require attention.

11 **Section 6.** The Interim Manager and/or Village Clerk are instructed to immediately
12 communicate this suspension of Manners internally within the Village, to all vendors and to
13 residents, and to instruct the electronic/IT vendor to suspend Manners' access to all Village
14 electronic resources, including email. Village employees and vendors will be instructed to
15 not contact Manners during his suspension except as noted in Section 5.
16

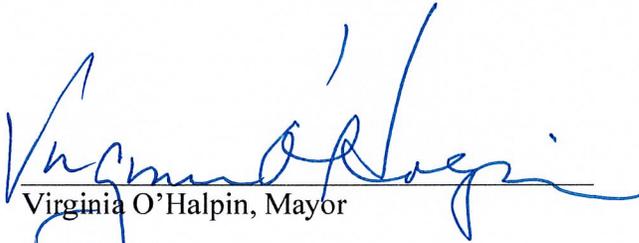
17 **Section 7.** In accordance with the Charter, Manners shall have fifteen (15) days
18 from receipt of this Resolution to respond in writing and to request a public hearing, which
19 shall occur within 10-15 days after such request.
20

21 **Section 8.** In the event that a public hearing is not timely requested by Manners,
22 this Resolution shall be deemed a Final Resolution of Removal, and Manners employment
23 shall be terminated as of February 20, 2020.
24

25 **Section 9.** This Resolution shall become effective immediately upon its adoption.
26

27 **PASSED AND ADOPTED this 4th day of February 2020.**
28

29 The foregoing resolution upon being put to a vote, the vote was as follows:
30

31
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34 
35 Virginia O'Halpin, Mayor

36
37 Attest:

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39 
40 Roseann Prado, Village Clerk
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**The foregoing resolution upon being
put to a vote, the vote was as follows:**

Mayor O'Halpin: Yes
Vice Mayor Tudor: No
Commissioner Kennedy: Yes
Commissioner Samaria:

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RESOLUTION NO. 2020-15

A RESOLUTION OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA, RATIFYING RESOLUTION 2020-05 AND TERMINATING WITH CAUSE KRISHAN MANNERS AS THE VILLAGE MANAGER; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Florida Statutes provide that municipalities shall have the governmental, corporate, and proprietary powers to enable them to conduct municipal government, perform municipal functions, and render municipal service, and exercise any power for municipal purposes, except when expressly prohibited by law; and

WHEREAS, pursuant to Resolution 2017-32, on June 6, 2017, the Village Commission approved an Employment Agreement (Employment Agreement) with Krishan Manners (Manners), whereby Manners agreed to serve as the Village Manager, and “to perform the functions and duties as specified in Section 3.01 [of] the Village Charter, and to perform such other legally permissible and proper duties as are required by the Village Commission from time to time;” and

WHEREAS, the Employment Agreement provides the Village Commission may terminate Manners with “just cause,” and that such termination will take effect immediately and the Village shall have no obligation to pay any severance to Manners; and

WHEREAS, “just cause is defined and limited to mean; (1) breach of any material term or condition of the Employment Agreement after ten (10) days written notice and an opportunity to cure (opportunity to cure not required if incurable offense); (2) misconduct in office such as an act of fraud or dishonesty; (3) misconduct as defined in Section 443.036(29), *Florida Statutes*; (4) gross insubordination; (5) willful neglect of duty; (6) a knowing or intentional violation of the International City/County Management Association, Florida or Miami-Dade County conflict of interest and code of ethics laws and Village Charter; (7) moral turpitude; or (8) conviction of any criminal act (except for minor traffic infractions); and

WHEREAS, Section 3.03 of the Village Charter provides that the Village Manager and Village Attorney (Charter Officer) may be suspended with pay, pending removal by a Resolution approved by the majority of the total membership of the Commission, which shall set forth the reasons for suspension and proposed removal; and shall be served immediately upon the affected Charter Officer; and

WHEREAS, the affected Charter Officer shall have fifteen (15) days in which to respond in writing; and upon request, shall be afforded a public hearing, which shall occur not earlier than ten (10) days nor later than fifteen (15) days after such hearing is requested; if after the public hearing, if one is requested, and after full consideration, the Commission by a majority vote of its total membership may adopt a final resolution of removal; and

WHEREAS, on February 4, 2020, Resolution 2020-05 was approved by the majority of the total membership of the Commission, suspending Manners pending his termination for cause and setting forth the reasons for the suspension and Manners proposed termination with cause; and

1 **WHEREAS**, in accordance with Section 3.03 of the Village Charter, Manners timely requested a
2 hearing regarding his termination with cause.

3
4 **NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COMMISSION OF THE**
5 **VILLAGE OF BISCAYNE PARK, FLORIDA, THAT:**

6
7 **Section 1. Recitals.** The above recitals are true and correct, and incorporated herein by this
8 reference and are hereby adopted as the legislative and administrative findings of the Village Commission.

9
10 **Section 2. Ratification of Resolution 2020-05.** Upon completion of the public hearing
11 requested by Manners in accordance with Section 3.03 of the Village Charter, and giving full and complete
12 consideration to the documents in the record, and the testimony of all interested persons, the Village
13 Commission by a majority vote of its total membership makes the following findings and conclusions and
14 ratifies Resolution 2020-05:

15
16 Gross Insubordination

- 17
18 1. Manners exceeded his authority as Village Manager by instructing the Village Attorney to
19 institute a Petition for Writ of Quo Warranto and Declaratory Relief (Residency Challenge)
20 against a duly residing, elected and sitting Commissioner on January 9, 2020, without
21 approval or direction from the Village Commission. Section 2.05 of the Village
22 specifically states “[T]he Commission shall be the sole judge of the qualifications of its
23 members and shall hear all questions relating to forfeiture of a Commissioner’s office,
24 including whether or not good cause for any absence has been or may be established.”
25
26 2. At the time of its filing, Manners knew the Residency Challenge lacked any factual basis,
27 as evidenced by Manners delivering an agenda packet to Commissioner Samaria at his
28 home address on January 10, 2020, several days after the filing of the Residency Challenge.
29 After an evidentiary hearing, at which Manners testified as to his delivering the agenda
30 packet to Commissioner Samaria at his home address on January 10, 2020, the court
31 dismissed the Residency Challenge as being premature because at the time of the filing of
32 the Residency Challenge the Commissioner resided at the home address stated in his
33 candidacy papers.
34
35 3. An Investigative Report by Miami Dade County Commission on Ethics & Public Trust
36 (“Ethics Commission”) concluded, “[t]he evidence establishes that after [then] Mayor
37 Truppman advised Manners of her unavailability for the [3/5/2019] meeting, he took it
38 upon himself to contact the other elected officials and as a result of these contacts the
39 meeting was cancelled. The other four elected officials told investigator that they were not
40 told that *only the Mayor* was unavailable and that *the other four elected officials* were
41 available to conduct the meeting in her absence.” Manners actions in providing four
42 Commissioners selective information to achieve a rescheduling of the March 5, 2019,
43 meeting was a willful manipulation of the facts to subvert the goals of the Commission to
44 proceed with the conduct of Village business as scheduled, and as provided for in Section
45 4.01 of the Village Charter.
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2 Willful Neglect of Duty
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- 4 1. When the January 14, 2020, Commission meeting was not called due to a lack of a quorum
5 due to the unexplained absence of Mayor Tracy Truppman, Manners failed to follow
6 Section 5.02(j) of the Village Charter and have two new Commissioners sworn in outside
7 the scheduled meeting. Swearing in the two new Commissioners, as provided for in the
8 Village Charter would have created the required quorum for the monthly Commission
9 meeting to take place. Because of Manners' neglect, the Village had no Commission
10 meeting for the month of January 2020, which included an advertised quasi-judicial
11 variance hearing. Manners took no action to reschedule the cancelled January meeting.
12
13 2. By his own admission, Manners intentionally did not provide required written responses to
14 requests for information related to the audit of the Citizens Independent Transportation
15 Trust and related funds appropriated to the Village for transit and transportation purposes.
16
17 3. By his own admission, Manners authorized payment of Village Attorney invoices without
18 appropriate examination or oversight, and without bringing the details to Commission for
19 review and approval.
20
21 4. Manners failed to exercise proper oversight with respect to the Village's existing waste
22 hauler contract with WastePro, and publicly inform the Village Commission the waste
23 hauler contract had lapsed. By his own admission, Manners failed to initiate competitive
24 bidding at the appropriate time to enter into a new agreement with WastePro or replace
25 WastePro as the Village's waste hauler; extend the existing waste hauler contract; or
26 possibly "piggy-back" on another local government's existing waste hauler contract.
27

28 **Section 3. Termination of Manners.** The Village Commission finds that just cause exists to
29 terminate the Employment Agreement and Manners' employment with the Village.
30

31 **Section 4. Severability.** If any section, sentence, clause or phrase herein is held to be invalid
32 by any court of competent jurisdiction, then said holding shall in no way affect the validity of the
33 remaining portions of this Resolution.
34

35 **Section 5. Effective Date.** This Resolution shall become effective immediately upon its
36 adoption.
37

38 PASSED AND ADOPTED this ____ day of _____, 202_.

39
40 The foregoing Resolution was offered by _____, who moved its
41 adoption. The motion was seconded by _____, and upon being put to a vote
42 the vote was as follows:
43

44 Virginia "Ginny" O'Halpin, Mayor _____
45 William Tudor, Vice Mayor _____
46 MacDonald "Mac" Kennedy, Commissioner _____
47 Roxanna "Rox" Ross, Commissioner _____
48 Dan Samaria, Commissioner _____
49

1 VILLAGE OF BISCAYNE PARK
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5 Virginia "Ginny" O'Halpin, Mayor
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9 ATTEST:
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11 _____
12 Roseann Prado, Village Clerk
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16 APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE
17 USE AND RELIANCE OF THE VILLAGE OF BISCAYNE PARK ONLY:
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20 _____
21 John R. Herin, Jr., Interim Village Attorney
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Roseann Prado

From: Krishan Manners [REDACTED]
Sent: Monday, March 2, 2020 1:18 PM
To: David Hernandez; Roseann Prado
Subject: Name Clearing Hearing
Attachments: March 2 - Name Clearing.docx

Dear Mr. Hernandez:

Please see attached letter in reference to my name clearing hearing tomorrow evening. Please acknowledge receipt.

Kind regards,
Krishan

March 2, 2020

Mr. David Hernandez
Interim Village Manager
600 NE 114th Street
Biscayne Park, Florida 33161

Dear Mr. Hernandez:

This letter acknowledges receipt of your correspondence dated February 26, 2020. It arrived the morning of February 27, 2020.

I find this truly disheartening – but consistent with the whole treatment I have received from the Village since the new Commission began – and want to register my objections to this whole procedure. Certainly, one Commissioner is not qualified to be on this Commission due to his break in residency in the Village and we all know my suspension and likely forthcoming termination are a result of my bringing this to light.

To begin, could you please provide me with the Village Ordinance that details this name clearing process? What are the resources to appeal should I be terminated at my name clearing hearing?

Additionally, I received only four business days' notice to prepare my case once receiving my public records request. Please tell me who put this on the agenda for Tuesday evening? Treat this as an additional Public Records request. Also, I will need a copy of the transcript from Commissioner Samaria's hearing on January 31, 2020. I left a copy with the Village when I was suspended and it should be easy to scan.

Again, I raise my objections to this whole process which I firmly believe to be irregular at best, but more likely in breach of my contract and illegal. I will attend on Tuesday, March 3, 2020 to address the allegations and defamation against me.

Sincerely,



Krishan Manners



VILLAGE OF BISCAYNE PARK
Village Commission Agenda Report
REGULAR MEETING

Item # 7.a

TO: Honorable Mayor & Members of the
Biscayne Park Village Commission

FROM: Judith Gersten, Board Chairperson

DATE: February 11, 2020

TITLE: Final Written Report of Charter Review Advisory Board

Background

The Charter Review Advisory Board held noticed, public meetings on the following dates to review and debate potential revisions to the existing Village Charter:

- October 3, 2019
- November 7, 2019
- December 5, 2019
- December 9, 2019
- January 13, 2020

The Charter Review Advisory Board has concluded its review of the Village Charter.

Pursuant to Section 2-35 of the Biscayne Park Code of Ordinances (the "Village Code"), the Charter Review Advisory Board submits its final written report and ballot recommendations to the Village Commission for review and consideration. In so doing, the Charter Review Advisory Board sunsets pursuant to Section 2-35(f) of the Village Code.

Attachment(s)

- Final Written Report to Village Commission

PROPOSED BALLOT QUESTIONS:

Proposed Ballot Question No. 1:

Shall the Village of Biscayne Park Charter be amended to require the electorate to vote for the Mayor of Biscayne Park?

Statement:

Presently, the Village Commission consists of five (5) at-large commissioners who elect one of its members to the position of Mayor.

If you vote “YES” on this ballot question, it means you want to change the Charter so that candidates must specifically run for mayor and be elected by the registered voters in Biscayne Park, as opposed to five Commission members voting to determine who amongst them will serve in the capacity as Village Mayor.

Proposed Ballot Question No. 2:

Shall Village Commission seats be subject to term limits of two consecutive terms of four (4) years each?

Statement:

Presently, the Village Charter does not impose term limits on Commission members.

Proposed Ballot Question No. 3:

Shall the removal procedures for a Charter Officer be streamlined to only require a simple majority vote of the Commission at any time?

Statement:

Presently, the Village Charter mandates removal procedures for Charter Officers which include, suspension with pay pending removal, adoption of a resolution for removal, formal written notice and a fifteen (15) day opportunity to respond, and a public hearing, if requested. If amended, these procedures would be removed and the Commission could vote to remove a Charter Officer at any time by a simple majority vote.

BISCAYNE PARK CHARTER

CITIZENS' BILL OF RIGHTS

- (A) This government has been created to protect the governed, not the governing. In order to provide the public with full and accurate information, to promote efficient administration management, to make government more accountable, and to insure to all persons fair and equitable treatment, the following rights are guaranteed:
- (1) *Convenient Access.* Every person has the right to transact Village business with a minimum of personal inconvenience. It shall be the duty of the Mayor, the Commission and the Manager to provide, within budgetary limitations, reasonably convenient times and places for registration and voting, for required inspections, and for transacting business with the Village.
 - (2) *Truth in Government.* No Village official or employee shall knowingly furnish false information on any public matter, nor knowingly omit significant facts when giving requested information to members of the public.
 - (3) *Public Records.* Records of the Village, its agencies, boards, committees, authorities and departments shall be open for inspection at reasonable times and places convenient to the public, to the extent required by law.
 - (4) *Minutes and Ordinance Register.* The Clerk shall maintain and make available for public inspection a register separate from the minutes showing the votes of each Commission member on all ordinances and resolutions listed by descriptive title. The register shall be available for public inspection not later than 60 days after the conclusion of the meeting at which action was taken.
 - (5) *Right to be Heard.* So far as the orderly conduct of public business permits, any interested person has the right to appear before the Commission or agency, board, committee, authority or department for the presentation, adjustment or determination of an issue, request, or controversy within the jurisdiction of the Village. Matters shall be scheduled for the convenience of the public. The Commission shall adopt agenda procedures and schedule hearings in a manner that will enhance the opportunity for public participation. Nothing herein shall prohibit any governmental entity or agency from imposing reasonable time limits and procedures for the presentation of a matter.
 - (6) *Right to Notice.* Persons entitled to notice of a Village hearing shall be timely informed as to the time, place and nature of the hearing and the legal authority pursuant to which the hearing is to be held. Failure by an individual to receive such notice shall not constitute mandatory grounds for canceling the hearing or rendering invalid any

determination made at such hearing. Copies of proposed ordinances or resolutions shall be made available at a reasonable time prior to the hearing, unless the matter involves an emergency ordinance or resolution.

- (7) *No Unreasonable Postponements.* No matter, once having been placed on a formal agenda by the Village, shall be postponed to another date except for good cause shown.
- (8) *Right to Public Hearing.* Upon a timely written request from any interested party and after presentation of the facts to and approval by the Commission, a public hearing shall be held upon any significant policy decision which is not subject to subsequent administrative or legislative review and hearing.

At any zoning or other hearing in which review is exclusively by certiorari, a party or his/her counsel shall be entitled to present his/her case or defense by oral or documentary evidence, to submit rebuttal evidence, and to conduct such cross examination as may be required for a full and true disclosure of the facts. The decision of such agency, board, department or authority must be based upon the facts in the record. Procedural rules establishing reasonable time and other limitations may be promulgated and amended from time to time.

- (9) *Notice of Action and Reasons.* Prompt notice shall be given of the denial in whole or in part of a request of an interested person made in connection with any Village administrative decision or proceeding when the decision is reserved at the conclusion of the hearing. The notice shall be accompanied by a statement of the grounds for denial.
 - (10) *Managers' Report.* The Manager shall periodically make a public status report on all major matters pending or concluded within his/her areas of concern.
 - (11) *Budgeting.* In addition to any budget required by state law, the Manager shall prepare a budget showing the cost of each department for each budget year. Prior to the Commission's first public hearing on the proposed budget required by state law, the Manager shall issue a budget summary setting forth the proposed cost of each individual department and reflecting the personnel for each department, the purposes therefore, and the amount of any contingency and carryover funds.
- (B) The foregoing enumeration of citizens' rights vests large and pervasive powers in the citizenry of the Village. Such power necessarily carries with it responsibility of equal magnitude for the successful operation of government in the Village. The orderly, efficient and fair operation of government requires the participation of individual citizens exercising their rights with dignity and restraint so as to avoid any sweeping acceleration in

the cost of government because of the exercise of individual prerogatives, and for individual citizens to grant respect for the dignity of public office.

- (C) All provisions of this Bill of Rights shall be construed to be supplementary to and not in conflict with the general laws of Florida and the Home Rule Charter of Miami-Dade County, Florida.

**ARTICLE I. - CORPORATE EXISTENCE, FORM OF GOVERNMENT,
BOUNDARY AND POWERS**

Section 1.01. - Corporate existence.

The municipal corporation now existing and known as the Village of Biscayne Park (the "Village") shall continue to exist and be known as the Village of Biscayne Park pursuant to the Constitution of the State of Florida (the "State") and the Home Rule Charter of Miami-Dade County (the "County"), Florida.

Section 1.02. - Form of government.

The Village shall have a "Commission-Manager" form of government, **with the Commission consisting of five (5) at-large members, one of whom shall be the elected as at-large mayor.**

Section 1.03. - Corporate boundary.

The corporate boundary of the Village shall be as follows:

Beginning at the Northeast corner of Lot 4, Block 9, Bellevue Biscayne Subdivision as recorded in the Public Records of Dade County, Florida, in Plat Book 17, page 29; said beginning point being further described as the intersection of the Southeasterly right-of-way line of the Dixie Highway and the Southwesterly right-of-way line of Biscayne Canal, as now laid out and platted; thence Easterly on a straight line to the intersection of the center line of Griffing Boulevard and Eighth Street (NE 121st Street) as shown on a plat of Biscayne Park Estates, recorded in Plat Book 5, page 107, Public Records of Dade County, Florida, thence east along the center line of Eighth Street (NE 121st Street) as shown on the following recorded plats: Biscayne Park Estates, Plat Book 8, page 18, Biscayne Park Estates, Plat Book 15, page 53, Biscayne Park Estates, Plat Book 8, page 21; Biscayne Park Estates, Plat Book 7, page 129, Biscayne Park Estates, Plat Book 35, page 44, Palomar, Plat Book 7, page 158, and Palomar, Plat Book 35, page 43, thence continuing east along NE 121st Street, produced in a straight line, to its intersection with the Westerly right-of-way line of the Florida East Coast Railroad; thence Southwesterly along the Westerly right-of-way line of the Florida East Coast Railroad to its intersection with the center line, produced east in a straight line, of First Street (NE 107th Street) as shown

on a plat of Biscayne Park Estates, recorded in Plat Book 14, page 1; thence west along aforesaid produced center line of NE 107TH Street, Davis Addition to Biscayne Park Estates, Plat Book 45, Page 59 and as shown on aforesaid plat of Biscayne Park Estates, Plat Book 14, page 1, to its intersection with the Westerly right-of-way line of Biscayne Canal; thence Northwesterly along the Westerly right-of-way line of the Biscayne Canal to its intersection with a line thirty-five (35) feet east of and parallel to the west line of the NE ¼ of Sec. 31-Twp. 52 South-Rgs. 42 East; thence North across Biscayne Canal along aforesaid line thirty-five (35) feet east of and parallel to the west line of the NE ¼ of Sec. 31-52-42 to its intersection with the Easterly right-of-way line of Biscayne Canal; thence Northwesterly along the Easterly right-of-way line of Biscayne Canal 500 feet; thence Southwesterly across Biscayne Canal and at right angles thereto to the Westerly right-of-way line of Biscayne Canal; thence Northwesterly along the Westerly right-of-way line of Biscayne Canal to the Point of Beginning.

Section 1.04. - Powers.

The Village shall have all available governmental, corporate and proprietary powers and may exercise them except when prohibited by law. Through the adoption of this Charter, it is the intent of the electors of the Village that the municipal government established herein shall have the broadest exercise of home rule powers permitted under the Constitution and laws of the State.

ARTICLE II. - VILLAGE COMMISSION; MAYOR

Section 2.01. - Village Commission.

~~There shall be a Village Commission (the "Commission") vested with all legislative powers of the Village, consisting of five members (hereinafter referred to as "Commissioners"). The Commission shall elect one of its members to the position of Mayor at the first meeting of each newly elected Commission.~~

The legislative body of the Village shall be known as the Village Commission (the "Commission") which shall be composed of four (4) members who shall be known as commissioners and who shall each be elected at-large, and one member who shall be known as mayor-commissioner and he/she shall be elected at large from all the village's registered voters. All commission members shall be elected by the qualified electors on a nonpartisan basis.

Section 2.02. - Mayor and Vice-Mayor.

(A) Mayor. The Mayor shall preside at meetings of the Commission and be a voting member of the Commission. The Mayor shall be recognized as the

head of Village government for all ceremonial purposes and for purposes of military law, **declaring a state of local emergency**, for service of process, execution of duly authorized contracts, deeds and other documents, and as the Village official designated to represent the Village in all dealings with other governmental entities.

- (B) Vice-Mayor. During the absence or incapacity of the Mayor, the Vice-Mayor shall have all the powers, authority, duties and responsibilities of the Mayor. Semi-annually at such times as established by ordinance of the Village, each **at-large** member of the Commission shall serve **as Vice-Mayor** for a period of six **(6)** months ~~as Vice-Mayor~~.

Section 2.03. - Election and term of office.

Election and term of office. **The Mayor shall be elected in the manner provided in Article V of this Charter.** Each Commissioner shall be elected at-large in the manner provided in Article V of this Charter.

Section 2.04. - Candidates.

To qualify for elections, candidates for the Commission shall file a written notice of candidacy with the Clerk consistent with Article V of this Charter at such time and in such manner as prescribed by ordinance; and make payment to the Clerk of any required election assessment fee. Only electors of the Village who have resided continuously in the Village for at least one year preceding the date of such filing shall be eligible to hold the office of Commissioner. Qualifying period shall be coordinated with the Miami-Dade County Department of Elections. ~~In order to align Village elections with Countywide general elections, the terms of office of two current Commissioners and three future Commissioners shall be extended approximately 11 months until each successor takes office. The persons elected to serve a four year term on December 6, 2011, and 2013 shall serve until their successors are elected on the first Tuesday of November of 2016. The persons elected to serve a four year term on December 3, 2013, shall serve until their successors are elected on the first Tuesday of November of 2018; the person elected to serve a two year term on December 3, 2013, shall serve until his or her successor is elected on the first Tuesday of November of 2016.~~

*****ADVISORY BOARD NOTE: THE COMMISSION SHOULD EXPLORE NEW TRANSITION LANGUAGE TO ALIGN WITH THE ELECTION CYCLES.**

(Ord. No. 2012-02, § 4, 5-1-12; Ord. No. [2012-05](#), § 4, 7-19-12)

Section 2.05. - Vacancies; forfeiture of office; filling of vacancies.

(A) Vacancies. The office of a Commissioner shall become vacant upon his/her death, resignation, removal from office in any manner authorized by law, or by forfeiture of his/her office.

(B) Forfeiture of office.

(1) Forfeiture by disqualification. A Commissioner shall forfeit his/her office if at any time during his/her term s/he: (a) ceases to maintain his/her permanent residence in the Village; or (b) otherwise ceases to be a qualified elector of the Village.

(2) Forfeiture determinations shall be determined as provided by law. Removal procedures by recall election are governed by the recall procedures in Article V of this Charter.

~~(2) Forfeiture by absence. A Commissioner shall be subject to forfeiture of his/her office, in the discretion of the remaining Commissioners, if s/he is absent without good cause from any three (3) regular meetings of the Commission during any twelve (12) month period.~~

(3) Procedures.

(a) The Commission ~~shall be the sole~~ **may** judge ~~of the qualifications of its members and shall hear all questions relating to forfeiture of a Commissioner's office, including~~ whether ~~or not~~ good cause for any absence has been or may be established. The Commissioner in question shall have the burden of establishing good cause for any such absence. Any Commissioner may at any time during any duly held meeting move to establish good cause for the absence of himself/herself or any other Commissioner from any past, present, or future meeting(s). If the Commission finds that good cause has been established, the matter shall be considered concluded. A Commissioner whose qualifications are in question or who is otherwise subject to forfeiture of his/her office shall not vote on matters of qualification, forfeiture, or good cause.

(b) The Commissioner in question may request a public hearing regarding an alleged forfeiture of office. If a public hearing is requested, notice thereof shall be published in one or more newspapers of general circulation in the Village at least two **(2)** weeks in advance of the hearing. Any final determination by the Commission that a Commissioner has forfeited his/her office shall be made by resolution. All votes and other actions taken by the Commissioner in question prior to the effective date of such resolution shall be valid regardless of the grounds of forfeiture.

(C) Filling of vacancies.

- (1) Vacancy of Commission Office. Commission vacancy shall be filled as follows:
 - (a) If less than ~~six (6)~~ **nine (9)** months remain in the unexpired term, the vacancy shall be filled by appointment of the Commission made within thirty (30) calendar days following the occurrence of the vacancy.
 - (b) If ~~six (6)~~ **nine (9)** months or more remain in the unexpired term, the vacancy shall be filled pursuant to a Special Election which shall occur within forty five (45) days from the date of said vacancy or as soon as allowed by the Supervisor of Elections, in no case to exceed ninety (90) days.
 - (c) Notwithstanding any quorum requirements established herein, if at any time the full membership of the Commission is reduced to less than a quorum, the remaining members may, by majority vote, appoint additional members until a quorum is achieved to the extent otherwise permitted or required under this subsection (C).
 - (d) In the event that all the offices of the Commission are vacated, the Governor shall appoint interim Commissioners who shall meet the qualifications under Article II and Article V of this Charter. The interim Commission shall call a special election within not less than ~~thirty (30)~~ **ninety (90)** days but no more than ~~sixty (60)~~ **one hundred twenty (120)** days after such appointment. However, if there are less than ~~six (6)~~ **nine (9)** months remaining in any unexpired term(s), the interim Commission shall appoint an interim Commissioner(s) to serve out the unexpired term(s). If a special election is held, the candidate(s) who receive(s) the most votes will serve out the longer remaining term(s).
- (2) Vacancy of Mayoral Position. If the position of Mayor becomes vacant, ~~the Commission will elect a sitting Commissioner as Mayor who shall complete the term of the Mayor. The Commission vacancy shall then be filled in the manner described in this subsection (C).~~ **a special election must be called to fill the vacancy consistent with the special election procedures provided in this Charter.**
- (3) Vacancy in Candidacy. In the event of a vacancy in candidacy caused by death, withdrawal, or removal from the ballot of a qualified candidate(s) following the end of the qualifying period which leaves fewer candidates for the Commission than Commission vacancies, the remaining candidates shall be elected to office and the remaining vacant position(s) shall be filled by special election within ~~forty five (45)~~ **ninety (90)** days of the vacancy or as soon as allowed by the Supervisor of Elections, but in no case to exceed ~~ninety (90)~~ **one hundred twenty (120)** days.

- (a) Any candidates filling a vacancy shall meet the qualifications specified in this Article II and Article V of this Charter.
- (b) If no candidate for a vacancy meets the qualifications under Article II and Article V of this Charter, the Commission shall appoint a person qualified under Article II and Article V to fill the vacancy.

Section 2.06. - Compensation; reimbursement for expenses.

Members of the Commission shall receive annual compensation as set by ordinance by a four-fifths 4/5 majority vote. Members of the Commission shall receive reimbursement in accordance with applicable law, or as may be otherwise provided by ordinance, for authorized expenses incurred in the performance of their official duties.

ARTICLE III. - ADMINISTRATIVE

Section 3.01. - Village Manager.

- (A) *Village Manager.* There shall be a Village Manager (the "Manager") who shall be the chief administrative officer of the Village. The Manager shall be responsible to the Commission for the administration of all Village affairs and for carrying out the policies of the Commission.
- (B) *Appointment; removal; compensation of the Manager.* The Commission shall appoint the Manager for an ~~indefinite term~~ **two (2) year term**. The appointment shall be **ratified** by a majority vote of the Commission's total membership. The Commission may remove the Manager at any time, as provided for in Section 3.03. The Commission shall fix the compensation and benefits for the Manager.
- (C) *Duties of the Manager.* The Manager shall:
 - (1) Be responsible for the hiring, supervision and removal of all Village employees;
 - (2) Direct and supervise the administration of all departments and offices but not Village boards, agencies, committees or authorities, unless so directed by the Commission from time to time;
 - (3) Attend all Commission meetings and have the right to take part in discussion but not the right to vote;
 - (4) Ensure that all laws, provisions of this Charter and acts of the Commission, subject to enforcement and/or administration by him/her or by officers subject to his/her direction and supervision, are faithfully executed;
 - (5) Prepare and submit to the Commission a proposed annual budget and capital program;

- (6) Submit to the Commission and make available to the public an annual report on the finances and administrative activities of the Village as of the end of each fiscal year;
 - (7) Prepare such other reports as the Commission may require concerning the operations of Village agencies, boards, committees, authorities or departments;
 - (8) Keep the Commission fully advised as to the financial condition and future needs of the Village and make such recommendations to the Commission concerning the affairs of the Village as s/he deems to be in the best interests of the Village;
 - (9) Execute contracts, deeds and other documents on behalf of the Village as authorized by the Commission;
 - (10) Appoint a Clerk. The Manager cannot appoint himself/herself as Clerk. The Clerk shall give notice of Commission meetings to its members and the public, shall keep minutes of its proceedings and shall perform such other duties as the Manager may prescribe from time to time. The Clerk shall report to the Manager.
 - (11) Perform such other duties as are specified in this Charter or as may be required by the Commission.
- (D) Absence or disability of the Manager.

By letter filed with the Clerk, the Manager may designate a qualified Village officer to perform the Manager's duties during a temporary absence or disability. In the event of the Manager fails to make such designation, or the person so designated is unsatisfactory to the Commission, the Commission may by resolution appoint an individual, corporation or other entity to perform the duties of the Manager during the temporary absence or disability.

(E) Bond of the Manager.

The Commission shall provide by ordinance for the Manager to furnish a fidelity bond to be approved by the Commission, and in such amount as the Commission may fix. The Village shall pay the premium of the bond.

Section 3.02. - Village Attorney.

- (A) The Commission shall appoint an attorney who is licensed to practice law in the State of Florida to serve as Village Attorney (the "Attorney") and who shall serve at the pleasure of the Commission. The Attorney shall act as the legal advisor to, and attorney and counselor for, the Village and all of its officers in matters relating to their official duties under such terms, conditions and compensation as are consistent with this Charter and as may be established. The Commission at any time may remove the Attorney as provided in Section 3.03 below.

- (B) When requested by the Commission or Manager, the Attorney shall: (1) prepare all contracts, bonds and other instruments in writing or shall endorse on each his/her approval of the form, language and execution thereof; (2) prosecute and defend, for and on behalf of the Village, all complaints, suits and controversies in which the Village is a party; (3) furnish his/her opinion on any question of law relating to their respective powers and duties; and (4) perform such other professional duties as may be required by ordinance, by resolution of the Commission, by this Charter, or such as are prescribed for village attorneys under the general laws of the State, not inconsistent with this Charter.
- (C) No contract with the Village shall be binding upon the Village until the Attorney has approved such contract for form, language and execution.

Section 3.03. - Removal procedure.

~~The Manager and the Attorney (each to be referred to as "Charter Officer") may be suspended with pay pending removal by a resolution approved by the majority of the total membership of the Commission, which shall set forth the reasons for suspension and proposed removal. A copy of such resolution shall be served immediately upon the affected Charter Officer. The affected Charter Officer shall have fifteen (15) days in which to respond in writing; and upon request, shall be afforded a public hearing, which shall occur not earlier than ten (10) days nor later than fifteen (15) days after such hearing is requested. After the public hearing, if one is requested, and after full consideration, the Commission by a majority vote of its total membership may adopt a final resolution of removal. The affected Charter Officer shall continue to receive full compensation until the effective date of a final resolution of removal.~~

A Charter Officer may be removed by a simple majority vote of the Commission at any time.

Section 3.04. - Expenditure of Village funds.

No funds of the Village shall be expended except pursuant to duly approved appropriations.

Section 3.05. - Competitive bid requirement.

Competitive bid procedures shall be established by Ordinance.

Section 3.06. - Village boards, agencies, committees and authorities.

Except as otherwise provided by law, the Commission shall establish or terminate such boards, agencies, committees and authorities ("Boards") as it may deem advisable from time to time. The Commission shall appoint members of the Boards and shall regulate such Boards **as provided in the Village Code of Ordinances** ~~through the enactment of an Ordinance.~~

ARTICLE IV. - LEGISLATIVE

Section 4.01. - Commission meeting procedure.

(A) **Commission Meetings.**

(1) Regular Monthly Commission Meetings. The Commission shall hold at least eleven (11) regular monthly meetings in each calendar year, at such times and places as the Commission may prescribe by rule.

(2) Special Commission Meetings. Special meetings may be held on the call of the Mayor or upon the call of ~~four~~ **three** **(3)** members of the Commission and upon no less than twenty four (24) hours' notice to each member and the public, or such shorter time as a majority of the Commission shall deem necessary in case of an emergency affecting life, health, property or the public peace.

(3) Emergency Commission Meetings. In the event a state of emergency is declared by the Governor of the State of Florida, the Miami-Dade County Mayor, or the Village Mayor, an emergency meeting can be called with less than twenty-four (24) hours' notice to the public. The Commission, Village Attorney, Village Manager, and Village Clerk are each permitted to attend emergency Commission meetings remotely using electronic means. Any decisions made during an emergency meeting of the Commission must be publicly ratified by resolution during the following regularly scheduled monthly Commission meeting.

(B) Rules and journal. The Commission shall determine its own rules of procedure and order of business and shall keep minutes open for public inspection.

(C) Quorum and voting.

(1) Any three (3) members of the Commission shall constitute a quorum but a smaller number may recess or adjourn a meeting from time to time ~~and may compel the attendance of absent members in a manner and subject to the penalties prescribed by the rules of the Commission prior to voting on matters of great importance.~~

(2) Ordinances shall be voted upon by roll call.

Section 4.02. - Prohibitions.

- (A) Appointments and removals. Neither the Commission nor any of its members shall interfere with the Manager's decision to appoint or remove any Village administrative officer or employee. However, the Commission may express its views and fully and freely discuss the appointment or removal of such officer or employee with the Manager.
- (B) Interference with administration.
- (1) It is the express intent of this Charter that individual Commissioners make any recommendations for improvement in Village operations to the Manager only. Individual Commissioners may discuss any matter of Village business with the Manager but are strictly prohibited from directing or otherwise ordering the Manager to take any particular action.
 - (2) Except for the purpose of inquiries and investigations made in good faith, the Commission and its members shall deal with Village officers and employees who are subordinate to the Manager solely through the Manager. Neither the Commission nor its members shall give orders directly to any such officer or employee, either publicly or privately.
 - (3) Any willful violation of this Section by any member of the Commission shall be grounds for removal from office by an action brought by the State Attorney of Miami-Dade County.
- (C) Holding other office. A Commissioner shall not be an employee or appointed official of the Village while serving his/her term of office. A former Commissioner shall not become an employee or compensated appointed official of the Village until one (1) year after leaving office.

Section 4.03. - Action requiring an ordinance.

- (A) In addition to other acts required by law or this Charter to be taken or effectuated by ordinance, the Commission shall act by ordinance in order to:
- (1) Adopt or amend an administrative regulation or establish, alter or abolish any Village office, department, board, agency, committee or authority;
 - (2) Establish a rule or regulation the violation of which carries a penalty;
 - (3) Levy taxes, **impose special assessments**, or appropriate funds;
 - (4) Grant, renew or extend a franchise;
 - (5) Set service or user charges for municipal services or grant administrative authority to set such charges;
 - (6) Authorize the borrowing of money;

- (7) Convey, lease or authorize by administrative action the conveyance or lease of any lands owned by the Village;
- (8) Regulate land use through zoning and other means;
- (9) Amend or repeal any ordinance previously adopted, except as otherwise provided in this Charter.

Section 4.04. - Emergency ordinances.

(A) Authorization; form.

- (1) To meet a public emergency affecting life, health, property or the public peace, the Commission may adopt, in the manner provided in this Section, one or more emergency ordinances, but such ordinances may not: (a) enact or amend a land use plan or rezone private property; (b) levy taxes; (c) grant, renew or extend any municipal franchise; (d) set service or user charges for any municipal services; or (e) authorize the borrowing of money except as provided under the emergency appropriations provisions of this Charter.
- (2) An emergency ordinance shall be introduced in the form and manner prescribed for ordinances generally, except that it shall: (a) be plainly designated as an emergency ordinance in its title; (b) contain a declaration stating that an emergency exists; and (c) describe the emergency in clear and specific terms.

(B) Procedure. Upon the affirmative vote of ~~four (4)~~ **three (3)** Commissioners ~~at during a scheduled Commission meeting~~, an emergency ordinance may be adopted. After its adoption, the ordinance shall be advertised and printed as prescribed for other ordinances, **and publicly ratified thereafter by the Commission via resolution at the next regularly scheduled monthly Commission meeting.**

(C) Effective date. Emergency ordinances shall become effective upon adoption or at such other date as may be specified in the ordinance.

(D) Repeal. Every emergency ordinance except emergency appropriation ordinances shall automatically be repealed as of the sixty first (61st) day following its effective date, but this shall not prevent re-enactment of the ordinance under regular procedures, or if the emergency still exists, in the manner specified in this Section. An emergency ordinance may also be repealed by adoption of an ordinance in the manner specified in this Section for adoption of emergency ordinances.

(E) Emergency appropriations. The Commission may make emergency appropriations in the manner provided in this Section. To the extent that there are no available unappropriated revenues to meet such appropriations, the Commission may, by affirmative vote of four members,

enact an emergency ordinance authorizing the issuance of emergency notes, which may be renewed from time to time, but the emergency notes, including renewals thereof, shall be payable not later than the last day of the fiscal year next succeeding the fiscal year in which the emergency appropriation ordinance was originally adopted.

Section 4.05. - Annual budget adoption.

- (A) Balanced budget. Each annual budget adopted by the Commission shall be a balanced budget.
- (B) Budget adoption. The Commission shall by ordinance adopt the annual budget on or before the last day of September. An ordinance adopting an annual budget shall constitute appropriations of the amounts specified therein.
- (C) Specific appropriation. The budget shall be specific as to the nature of each of the department's appropriations. Reasonable appropriations may be made for contingencies, but only within defined spending categories.

Section 4.06. - Fiscal year.

The fiscal year of the Village government shall begin on the first day of October and shall end on the last day of September of the following calendar year. Such fiscal year shall also constitute the annual budget and accounting year.

Section 4.07. - Appropriation amendments during the fiscal year.

- (A) Supplemental appropriations. If, during any fiscal year, revenues in excess of those estimated in the annual budget are available for appropriation, the Commission may by ordinance make supplemental appropriations for the fiscal year up to the amount of such excess.
- (B) Reduction of appropriations. If, at any time during the fiscal year, it appears probable to the Manager that the revenues available will be insufficient to meet the amounts appropriated, s/he shall report to the Commission in writing without delay, indicating the estimated amount of the deficit, and his/her recommendations as to the remedial action to be taken. The Commission shall then take such action, as it deems appropriate, to prevent any deficit spending not covered by adequate unappropriated financial resources including reserves.

Section 4.08. - Authentication, recording and disposition of ordinances, resolutions and Charter amendments.

- (A) Authentication. The Mayor and the Clerk shall authenticate by their signature all ordinances and resolutions adopted by the Commission. In addition, when the electors have approved Charter amendments, the Mayor

and the Clerk shall authenticate by their signatures the Charter amendment, such authentication to reflect the approval of the Charter amendment by the electorate.

- (B) Recording. The Clerk shall record all ordinances and resolutions enacted or passed by the Commission in a properly indexed book. Ordinances shall, at the direction of the Commission, be periodically codified. The Clerk shall also maintain the Charter in current form as to all amendments.
- (C) Printing. The Commission shall, by ordinance, establish procedures for making all resolutions, ordinances, technical codes adopted by reference, and this Charter available for public inspection and available for purchase at a reasonable price.

Section 4.09. - Tax levy and assessments.

The Village shall have the right to levy, assess and collect all such taxes and assessments as are permitted by law, including but not limited to ad valorem, excise, franchise or privilege taxes and taxes on services and utilities.

Section 4.10. - Borrowing.

The Commission shall not borrow funds unless:

- (A) approved by four Commissioners; and
- (B) provided the Commission has first received and approved a feasibility study from the Manager concluding that sufficient revenues are available to repay the indebtedness; and
- (C) the funds are borrowed for a valid public purpose.

Section 4.11. - Independent audit.

The Commission shall provide for an independent annual audit of all Village accounts and may provide for more frequent audits, as it deems necessary. Such audits shall be made by a certified public accountant or firm of such accountants who have no personal or financial interest or conflict, direct or indirect, in the fiscal affairs of the Village or any of its officers. Residency, per se, shall not constitute a direct or indirect interest. A summary of the results, including any deficiencies found, shall be made public. A written response to any noted deficiencies shall be the responsibility of the Manager.

ARTICLE V. - ELECTIONS

Section 5.01. - Term of Office.

- (A) Mayor. At each regularly scheduled election of the Village, the mayoral candidate receiving the highest number of votes shall receive a four (4) year term as Mayor.**
- (B) At-Large Commissioners.** At each regularly scheduled election of the Village, the two candidates receiving the highest number of votes shall each receive a four year term and the candidate receiving the third highest number of votes shall receive a two year term.
- (C) Term Limits. No person shall serve as a member of the Commission for more than two (2) consecutive terms of four years each. No person shall serve as Mayor for more than two (2) consecutive terms of four (4) years each. These limitations shall apply to Commissioner and Mayoral terms separately, and shall not be combined. These limitations shall not be applied retroactively to terms served before January 1, 2021.**

Section 5.02. - Elections.

- (A) Electors. Any person who is a resident of the Village, has qualified as an elector of the State and registers to vote in the manner prescribed by law shall be an elector of the Village.
- (B) Nonpartisan elections. All elections for the offices of Commissioner shall be conducted on a nonpartisan basis.
- (C) Election dates. A general election shall be held in each even-numbered year, on the first Tuesday in November, commencing with the general election of 2016 and every two years subsequent thereto. In the event of a deadlocked vote for the third position, there shall be candidate qualifications and run-off election(s) as soon as possible thereafter, upon coordination with the Miami-Dade County Elections Department. In the event that there is a deadlock for the second position and the affected individuals are unable to amicably resolve such deadlock at the first (1st) Commission meeting following the general election, the Clerk shall flip a coin to determine who is to receive the two (2) year term and who is to receive the four (4) year term. The coin toss shall occur after the affected individuals have been duly sworn to the Commission.
- (D) General election. The ballot for the general election shall contain the names of all qualified candidates for Commission vacancy and shall instruct electors that they may cast one vote for each vacancy being filled in said election with a maximum of one vote per candidate. The candidate for

each Commission vacancy receiving the most votes shall be duly elected to that Commission vacancy.

- (E) Run-off election. The ballot for the run-off election shall contain the names of the candidates eligible for the run-off election. The ballot shall instruct electors that they may cast one vote for each Commission vacancy. The candidate receiving the most votes shall be duly elected to that Commission vacancy.
- (F) Special elections. Special elections, when required, shall be scheduled by the Commission at such times and in such manner as shall be consistent with this Charter.
- (G) Single candidates. No election for any Commission vacancy shall be required in any election if there is only one duly qualified candidate for any Commission vacancy.
- (H) Absence of Candidates. In the absence of candidate(s) for the Commission, the Commission shall appoint a person qualified under Section 2.05 of this Charter.
- (I) Absentee votes. Absentee voting will be permitted as provided by the laws of the State and under such conditions as may be prescribed by ordinance from time to time; provided, however, that no ordinance shall limit the right to vote by absentee ballot available under State law.
- (J) Commencement of terms. The term of office of any elected official will commence within ten (10) days from **the date of the Miami-Dade County Supervisor of Elections certifies the election results**. The date and time shall be selected by the **City Village** Manager based on availability of the new Commission.

(Ord. No. 2012-02, § 4, 5-1-12; Ord. No. [2012-05](#), § 4, 7-19-12)

Section 5.03. - Initiative, referendum and recall.

- (A) Power to initiate and reconsider ordinances.
 - (1) Initiative. The electors of the Village shall have power to propose ordinances to the Commission. If the Commission fails to adopt a proposed ordinance the electors shall have the right to consider adoption of such ordinance at a Village election.
 - (2) Referendum. The electors of the Village shall have power to require the Commission to reconsider any adopted ordinance. If the Commission fails to repeal the ordinance after reconsideration the electors shall have the right to consider the repeal of such ordinance at a Village election.
- (B) Commencement of proceedings.

- (1) A minimum of ten (10) electors may commence initiative or referendum proceedings by filing an affidavit with the Clerk which states the following: (a) name and address of each elector; (b) the willingness of the ten (10) electors to constitute the petitioners' committee, circulate the petition and file it in the proper form; (c) the address to which all notices to the committee shall be sent; and (d) the identification of the ordinance to be proposed or reconsidered.
 - (2) Promptly upon the filing of the petitioners' committee affidavit the Clerk shall validate the electors listed in the affidavit and the Attorney shall review the Petitioners' proposed ordinance for legal sufficiency. Once the electors are validated and the proposed ordinance is found to be legally sufficient, the Clerk shall prepare and issue the appropriate petition blanks to the petitioners' committee at the committees' expense.
- (C) Petitions.
- (1) Number of signatures. Initiative and referendum petitions must be signed by electors of the Village equal in number to at least ten percent (10%) of the total number of electors registered to vote at the last regular Village election.
 - (2) Form and content. All papers of a petition shall be assembled as one instrument of filing. Each signature shall be executed in ink and shall be followed by the printed name and address of the person signing. Petitions shall contain or have attached thereto throughout their circulation the full text of the ordinance proposed or sought to be reconsidered.
 - (3) Affidavit of circulator. Each paper of a petition shall have attached to it when filed an affidavit executed by the circulator thereof stating that s/he personally circulated the paper, the number of signatures thereon, that all the signatures were affixed in his/her presence, that s/he believes them to be the genuine signatures of the persons whose names they purport to be and that each signer had an opportunity, before signing, to read the full text of the ordinance proposed or sought to be reconsidered.
 - (4) Filing deadline. All initiative and referendum petitions must be filed within sixty (60) days of the date the proceedings for such initiative or referendum are commenced.
- (D) Procedure for filing.
- (1) Certificate of Clerk; amendment.
 - (a) Within twenty (20) calendar days after an initiative petition is filed or within five (5) business days after a referendum petition is filed, the Clerk shall complete a certificate as to its sufficiency (the

"Certificate"). A copy of the Certificate shall be sent promptly to the petitioners' committee by registered mail.

- (b) If the petition is insufficient, the Clerk shall list the deficiencies in the Certificate. A petition shall be considered insufficient if it fails to meet the requirements established in section 5.03(C) of this Charter.
 - (c) A petition that is certified as insufficient for lack of the required number of valid signatures may be amended one time if: (i) the petitioners' committee files a notice of intent to amend with the Clerk within two (2) business days of receiving a copy of the Certificate; and (ii) the petitioners' committee files the necessary required additional valid signatures ("Supplementary Petition") within ten (10) days of receipt of a copy of the Certificate. The Supplementary Petition must meet the requirements established in section 5.03(C) of this Charter.
 - (d) Within five (5) business days after a Supplementary Petition is filed, the Clerk shall complete a Certificate as to the sufficiency of the petition as amended. A copy of the Certificate shall be sent promptly to the petitioners' committee by registered mail.
 - (e) If a petition or amended petition is certified sufficient, or if a petition or amended petition is certified insufficient and the petitioners' committee does not elect to amend or request Commission review under subsection (2) of this section (D) within the time specified, the Clerk or other official designated by the Commission shall promptly present the Certificate to the Commission and such Certificate shall be the final determination as to the sufficiency of the petition.
- (2) Commission review. If a petition has been certified insufficient and the petitioners' committee does not file notice of intention to amend it or if an amended petition has been certified insufficient, the committee may, within two (2) business days after receiving the copy of such Certificate, file a request that it be reviewed by the Commission. The Commission shall review the Certificate at its next meeting following the filing of such request and approve or disapprove it. The Commission's determination shall then be a final determination as to the sufficiency of the petition.
- (E) Action on petitions.
- (1) Action by Commission. When an initiative or referendum petition has been determined sufficient, the Commission shall promptly consider the proposed initiative ordinance or reconsider the referred ordinance. If the Commission fails to adopt a proposed initiative ordinance without any change in substance within forty five (45) days or fails to repeal the referred ordinance within thirty (30) days, it shall submit the proposed or referred ordinance to the electors of the Village.

- (2) Submission to electors. The vote of the electors on a proposed or referred ordinance shall be held not less than thirty (30) or more than sixty (60) days from the date the Commission acted or was deemed to have acted pursuant to this Section. If no regular election is to be held within the period described in this paragraph, the Commission shall provide for a special election. Copies of the proposed or referred ordinance shall be made available at the polls.
 - (3) Withdrawal of petitions. An initiative or referendum petition may be withdrawn at any time prior to the fifteenth (15th) day preceding the day scheduled for a vote of the electorate by filing with the Clerk or other official designated by the Commission a request for withdrawal signed by at least four-fifths (4/5ths) of the members of the petitioners' committee. Upon the filing of such request, the petition shall have no further force or effect and all proceedings thereon shall be terminated.
- (F) Recall. The electors shall have the power to recall and to remove from office any elected official of the Village to the extent permitted by the Constitution and laws of the State of Florida.
- (G) Results of election.
- (1) Initiative. If a majority of the electors voting on a proposed initiative ordinance vote in its favor, it shall be considered adopted upon certification of the election results. If conflicting ordinances are approved at the same election, the one receiving the greatest number of affirmative votes shall prevail to the extent of such conflict.
 - (2) Referendum. If a majority of the electors voting on a referred ordinance vote for repeal, it shall be considered repealed upon certification of the election results.
 - (3) Recall. If a majority of the electors voting on a recall vote for recall, the subject elected official shall be removed from office.

ARTICLE VI. - CHARTER AMENDMENTS

Section 6.01. - Charter amendments.

This Charter may be amended in accordance with the provisions of this Article and all applicable laws.

Section 6.02. - Procedure to amend.

- (A) ~~This Charter may be amended by~~ **Proposed ballot amendments to this Charter may be initiated by:**
- (1) Ordinance. The Commission may propose amendments to this Charter by ordinance and shall submit the proposed amendment to a vote of the electors at the next general election held within the Village or at a special election called for such purpose.

- (2) Petition. The electors of the Village may propose amendments to this Charter by petition. The electors proposing such amendment to the Charter shall follow the same procedures for proposing an ordinance by initiative as described in this Charter. Upon certification of the sufficiency of a petition, the Commission shall submit the proposed amendment to a vote of the electors at a general election or special election to be held not less than ~~sixty (60)~~ **ninety (90)** days or more than one hundred and twenty (120) days from the date on which the petition was certified.
- (B) Results of election. If a majority of the qualified electors voting on a proposed amendment vote for its adoption, it shall be considered adopted upon certification of the election results. If conflicting amendments are adopted at the same election, the one receiving the greatest number of affirmative votes shall prevail to the extent of such conflict.

ARTICLE VII. - GENERAL PROVISIONS

Section 7.01. - Severability.

If any article, section or part of section of this Charter shall be held invalid by a court of competent jurisdiction, such holding shall not affect the remainder of this Charter or the context in which such article, section or part of section so held invalid may appear, except to the extent that an entire article, section or part of section may be inseparably connected in meaning and effect with the article, section or part of section to which such holding shall directly apply.

Section 7.02. - Conflicts of interest; ethical standards.

All Commissioners, officials and employees of the Village shall be subject to the standards of conduct for public officers, employees, and appointees set by Federal, State, County or other applicable law. The Commission may adopt additional standards of conduct and code of ethics requirements that are not inconsistent with Federal, State, County or other applicable law.

Section 7.03. - Village personnel system.

All new employments, appointments and promotions of Village officers and employees shall be made pursuant to written personnel procedures to be established by the Manager from time to time.

Section 7.04. - Charitable contributions.

The Village shall not make any charitable contribution to any person or entity, except such contributions as have been approved by four Commissioners.

Section 7.05. - Variation of pronouns.

All pronouns and any variation thereof used in this Charter shall be deemed to refer to masculine, feminine, neutral, singular or plural as the identity of the person or persons shall require and are not intended to describe, interpret, define or limit the scope, extent or intent of this Charter.

Section 7.06. - Style and capitalization.

When a defined word is enclosed in quotes and in parentheses after the definition, that word shall be treated as a defined term in the remainder of this Charter, when capitalized.

Section 7.07. - No discrimination.

The Village shall not adopt any measure or policy or otherwise discriminate against any person due to race, religion, color, national origin, physical or mental disability, creed, sexual orientation, gender, marital or familial status.

Section 7.08. - Calendar day.

For the purposes of this Charter, unless otherwise specified, a day shall mean a calendar day.

Section 7.09. - Effective date.

The effective date of this Charter shall be ninety (90) days after certification of the election results.

2020 BALLOT ISSUES DEADLINES

Should a municipality have a scheduled election or wish to conduct a special election along with the countywide 2020 Primary and General Elections, the **deadlines listed below must be followed**, in order to allow sufficient time for ballot preparation and to meet State-mandated deadlines to mail vote-by-mail ballots to overseas voters.

If you are considering conducting a special election, which includes adding a question(s) and/or filling a vacancy(ies), to a regularly scheduled election, please note that per F.S. 100.151, “...*the governing authority of a municipality shall not call any special election until notice is given to the supervisor of elections and his (her) consent obtained as to a date...*” Once approval is obtained from the supervisor of elections, the resolution and/or ordinance to call a special election must be passed to meet the deadlines listed below.

2020 SCHEDULED COUNTYWIDE ELECTIONS	DEADLINE FOR CANDIDATE QUALIFYING TO END	DEADLINE TO SUBMIT RESOLUTION AND/OR ORDINANCE TO THE SUPERVISOR OF ELECTIONS FOR CHARTER AMENDMENTS OR ANY OTHER QUESTIONS
PRESIDENTIAL PREFERENCE PRIMARY ELECTION March 17, 2020	No later than Friday, November 29, 2019	No later than Friday, November 29, 2019
PRIMARY ELECTION August 18, 2020	No later than Friday, June 12, 2020 <i>(Same as Federal, State, and County offices)</i>	No later than Friday, May 29, 2020
GENERAL ELECTION November 3, 2020	No later than Friday, August 21, 2020	No later than Friday, July 31, 2020

Should you have any questions or need additional information, please contact Elizabeth Prieto, Elections Coordination Manager, at 305-499-8405 or e-mail at eprieto@miamidade.gov.



VILLAGE OF BISCAYNE PARK
Village Commission Agenda Report
REGULAR MEETING

Item # 8.a

TO: Honorable Mayor & Members of the
Biscayne Park Village Commission

FROM: Roseann Prado, Village Clerk

DATE: March 03, 2020

TITLE: Acceptance of Commission Minutes

Background

The minutes as listed below are being provided for the Commissioner's review and acceptance.

Recommendation

Acceptance at Consent Agenda.

Attachment

- Regular Commission Meeting 02 04 2020
- Special Commission Meeting 02 11 2020

Prepared by: Roseann Prado, Village Clerk



The Village of Biscayne Park

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

Telephone: 305 899 8000 Facsimile: 305 891 7241

MINUTES

Regular Commission Meeting Log Cabin - 640 NE 114th Street Biscayne Park, FL 33161

Tuesday, February 04, 2020 at 7:00 pm

1 Call to Order

Vice-Mayor Tudor called the meeting to order at 7:00 pm.

2 Roll Call

Mayor Truppman - absent

Vice Mayor Tudor - present

Commissioner Kennedy - present

Commissioner O'Halpin - present

Commissioner Samaria - present

Staff present:

Village Manager Krishan Manners

Village Attorney Julia Mandel

Village Clerk Roseann Prado

Sergeant of Arms Officer Paul Eppler

Chief of Police, Luis Cabrera

Public Works Manager, David Hernandez

Recording: Cesar Hernandez

3 Pledge of Allegiance

4 Additions, Deletions or Withdrawals to the Agenda

Village Manager announced that Mayor Truppman has resigned earlier. Copy of resignation letter has been distributed to Commission after the meeting.

Commissioner O'Halpin motioned to move items 14.d, 16.a and 6.c to after 5.b.

Commissioner Samaria seconded. **Motion passed 3 - 1** (Vice-Mayor Tudor opposed).

Commissioner Kennedy requested to move item 9 to a Special Meeting. Consensus of the Commission was to accept the change.

Commissioner Kennedy requested to move item 14.c and add to 5.b. Consensus of the Commission was to accept the change.

Commissioner Kennedy motioned to add to discussion the lawsuit against Commissioner Samaria to New Business item 14.f. Commissioner O'Halpin seconded. **Motion passed 3 - 1** (Vice-Mayor Tudor opposed).

Commissioner O'Halpin motioned to move item 14.d to 5.c. Commissioner Kennedy seconded. **Motion passed 3 - 1** (Vice-Mayor Tudor opposed)

Commissioner Samaria motioned to move item 14.d to 6.d and Item 14.e to 6.e. Commissioner Kennedy seconded. **Motion passed 3 - 1** (Vice-Mayor Tudor opposed)

5 Certification of Special Election

5.a Certification of Special Election - Newly Elected Officials

Commission Samaria motioned to draft and adopt Resolution certifying the Special Election held on January 7, 2020. Commissioner O'Halpin seconded.

Motion passed 4 - 0.

5.b Mayoral Selection

Commissioner Samaria nominated Virginia O'Halpin for the position of Mayor. Commissioner Kennedy second.

The votes were as follows:

Commissioner Kennedy - Yes

Vice-Mayor Tudor - No

Commissioner O'Halpin - Yes

Commissioner Samaria - Yes

Virginia O'Halpin was selected the new **Mayor with 3 - 1 votes.**

6 Presentations

6.a Finance presentation - by Paul Winklejohn from GMS

6.b Special Magistrate presentation - by Annette Cannon

Commissioner Kennedy motioned to table the ratification of Special Magistrate. Mayor O'Halpin seconded. **Motion passed 3 - 1** (Vice-Mayor Tudor opposed).

6.c FPL Presentation - David Navarro, Juan Mendez, Javier Prado, Arturo Perez, Enrique Feroso and Jessica Pimentel

6.d (14.d) Village Manager employment Agreement - by Commissioner Kennedy

Commissioner Kennedy motioned to approve Resolution of suspension and removal of Village Manager, Krishan Manners, and termination for cause. Commissioner Samaria seconded.

Commission voted as follows:

Mayor O'Halpin -Yes

Vice-Mayor Tudor - No

Commissioner Kennedy - Yes

Commissioner Samaria - Yes

Motion passed 3 - 1 (Vice-Mayor Tudor opposed)

Mayor O'Halpin requested a five minutes recess at 9:00 pm.

Meeting resumed at 9:09 pm.

Vice-Mayor Tudor left the meeting at 9:12 pm.

Commissioner Kennedy motioned to reconsider the votes on the Resolution for removal and termination of Village Manager, Krishan Manners.

Commissioner Samaria withdrew to vote and provided form 8B, further attached to this Minutes.

Commission voted as follows:

Mayor O'Halpin - Yes

Commissioner Kennedy - Yes

Resolution passed 2 - 0.

Mayor O'Halpin motioned to appoint David Hernandez as the Interim Village Manager. Commissioner Samaria motioned to appoint David Hernandez as the Interim Village Manager. Mayor O'Halpin seconded. **Motion passed 3 - 0.**

- 6.e** **(14.e)** Mayor O'Halpin motioned to waive the 30 days notice after the resignation of Village Attorney from Gray Robinson, and appoint Mr. John R. Herin Jr., as Interim Village Attorney. Commissioner Samaria seconded. **Motion passed 3 - 0.**

7 PUBLIC HEARING /QUASI-JUDICIAL PROCEEDING - Variance Application

- 7.a** Variance PV019-0003 - SCHER - Swimming Pool Setback 955 NE 118th Street, Biscayne Park, FL 33161

The following persons were swearing in and spoke on the records:

Owners: Sandor and Stephanie Scher

Gage Hartung, Planning & Zoning chair

Gary Kuhl

Mayor O'Halpin motioned to approve Variance PV19-0003. The four (4) criteria for the variance has been met. Commissioner Samaria seconded. Commission voted as follows:

Mayor O'Halpin - Yes

Commissioner Kennedy - No

Commissioner Samaria - Yes

8 Public Comments Related to Agenda Items / Good & Welfare

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

The following persons spoke on the record:

Jessica Kizorek - petition to waive the \$ 250.00 permit fee for film production. Commission came to a consensus to approve waive the \$ 250.00 permit fee but requested the \$ 250.00 security deposit to be posted.

Nicole Susi

Linda Dillon

Janey Anderson

Bob Anderson

Dan Keys

Dan Schneiger

Chuck Ross

Utte Nichts

Rox Ross

Fred Jonas

Barbara Kuhl

Commissioner Kennedy motioned to extend the meeting no later than 12:00 am.

Mayor O'Halpin seconded. **Motion passed 3 - 0.**

9 Information / Updates

Charter Review Advisory Board's Final Report to the Commission

- Cover Memo from Chair
- Final Report

Item tabled to New Business - Item 14

10 Consent Agenda

10.a Acceptance of Commission Minutes

- Regular Commission Meeting December 03, 2019

10.b Acceptance of Boards Minutes

- Biscayne Park Foundation Meeting November 13, 2019
- Charter Review Advisory Board Meeting November 7, 2019
- Charter Review Advisory Board Meeting December 5, 2019
- Public Safety Advisory Board Meeting November 20, 2019
- Public Art Advisory Board Meeting, January 08, 2020
- Planning & Zoning Board Meeting September 03, 2019
- Planning & Zoning Board Meeting September 16, 2019
- Planning & Zoning Board Meeting October 07, 2019
- Planning & Zoning Board Meeting October 21, 2019
- Planning & Zoning Board Meeting November 04, 2019
- Planning & Zoning Board Meeting November 18, 2019
- Planning & Zoning Board Meeting December 02, 2019

10.c Resolution 2020-01 - Surplus Vehicle

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

10.d Resolution 2020-02 - MOA w Town of Medley

 A RESOLUTION OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA, AUTHORIZING THE VILLAGE MAYOR TO EXECUTE A MUTUAL AID AGREEMENT BETWEEN THE TOWN OF MEDLEY, FLORIDA AND THE VILLAGE OF BISCAYNE PARK; PROVIDING FOR AN EFFECTIVE DATE.

10.e Resolution # 2020-03 - Turf and Landscape Maintenance NE 6th Avenue

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

Commissioner Kennedy motioned to approve Consent Agenda. Commissioner Samaria seconded. **Motion passed 3 - 0.**

11 Ordinances

None

12 Resolutions

12.a Resolution # 2020-04 - Authorization to purchase Police Vehicle

A RESOLUTION OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA, AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE LEASE AGREEMENT WITH ENTERPRISE FLEET MANAGEMENT FOR ONE (1) POLICE VEHICLE FOR THE POLICE DEPARTMENT; PROVIDING FOR AN EFFECTIVE DATE.

Commissioner Kennedy motioned to approve Resolution # 2020-04. Commissioner Samaria seconded. **Motion passed 3 - 0.**

13 Old Business

None

14 New Business

14.a Preliminary Discussion Regarding Potential Amendment to Code of Ordinances

- Resolution 2013-22 - procedures for Ordinances.

Commission

Commission Kennedy motioned to bring to next Special Commission Meeting on February 11, 2020 an Ordinance as in First Reading, amending the Code of Ordinances Article III, Section 2-30 - **removing** the limitation of a board member who resigns to not return for one (1) year. Commissioner Samaria seconded. **Motion passed 3 - 0.**

14.b Discussion on Weekly Report - e-mail from Commissioner Kennedy.

Commissioner Kennedy tabled the issue until a permanent Manager will be in place.

15 Request for placement of items on next meeting agenda

Commission called for a Special Commission meeting on February 11, 2020. Following Items to be included on the agenda:

- Interim Village Manager
- Interim Village Manager
- Special Magistrate
- First Reading - Ordinance - changing language on Board Members Resignation.

16 Reports

16.a Village Attorney

16.b Village Manager

16.c Board / Committee Reports

16.d Commission Comments:

Mayor O'Halpin

Vice-Mayor Tudor

Commissioner Samaria

Commissioner Kennedy - Permanent compensation to Interim Village Manager
- Move Decorum notes to the bottom of the agenda.

Commissioner Kennedy motioned to remove Sergeant-of-arms from the dais.

Commissioner Samaria seconded. **Motion passed 3 - 0.**

17 Announcements

- Biscayne Park Foundation - Monday, February 10, 2020 6:30 pm - Village Hall
- Public Art Advisory Board - Wednesday, February 12, 2020 6:00 pm - Village Hall
- Planning & Zoning Board - Monday, February 17, 2020 6:30 pm - Log Cabin
- Parks & Parkway Advisory Board - Thursday, February 20, 2020 5:30 pm - Village Hall
- Public Safety Advisory Board - Wednesday, February 26, 2020 6:00 pm - Village Hall

- **Next Regular Commission Meeting - Tuesday, March 3, 2020 7:00 pm - Log Cabin**

18 Adjourment

Commission Samaria motioned to adjourn the meeting. Commissioner Kennedy seconded. Meeting adjourned at 11:44 pm.

Commission approved on Regular Commission Meeting of March 03, 2020.

Attest:

Virginia O'Halpin, Mayor

Roseann Prado, Village Clerk

FORM 8B MEMORANDUM OF VOTING CONFLICT FOR COUNTY, MUNICIPAL, AND OTHER LOCAL PUBLIC OFFICERS

LAST NAME—FIRST NAME—MIDDLE NAME <i>Samantha DANIEL R.</i>	NAME OF BOARD, COUNCIL, COMMISSION, AUTHORITY, OR COMMITTEE <i>Biscayne Park Commission</i>
MAILING ADDRESS <i>931/29 NE 120th</i>	THE BOARD, COUNCIL, COMMISSION, AUTHORITY OR COMMITTEE ON WHICH I SERVE IS A UNIT OF: <input checked="" type="checkbox"/> CITY <input type="checkbox"/> COUNTY <input type="checkbox"/> OTHER LOCAL AGENCY
CITY COUNTY <i>Biscayne Park Dade</i>	NAME OF POLITICAL SUBDIVISION: <i>Commissioner</i>
DATE ON WHICH VOTE OCCURRED <i>Feb 4 2020</i>	MY POSITION IS: <input checked="" type="checkbox"/> ELECTIVE <input type="checkbox"/> APPOINTIVE

WHO MUST FILE FORM 8B

This form is for use by any person serving at the county, city, or other local level of government on an appointed or elected board, council, commission, authority, or committee. It applies to members of advisory and non-advisory bodies who are presented with a voting conflict of interest under Section 112.3143, Florida Statutes.

Your responsibilities under the law when faced with voting on a measure in which you have a conflict of interest will vary greatly depending on whether you hold an elective or appointive position. For this reason, please pay close attention to the instructions on this form before completing and filing the form.

INSTRUCTIONS FOR COMPLIANCE WITH SECTION 112.3143, FLORIDA STATUTES

A person holding elective or appointive county, municipal, or other local public office **MUST ABSTAIN** from voting on a measure which would inure to his or her special private gain or loss. Each elected or appointed local officer also **MUST ABSTAIN** from knowingly voting on a measure which would inure to the special gain or loss of a principal (other than a government agency) by whom he or she is retained (including the parent, subsidiary, or sibling organization of a principal by which he or she is retained); to the special private gain or loss of a relative; or to the special private gain or loss of a business associate. Commissioners of community redevelopment agencies (CRAs) under Sec. 163.356 or 163.357, F.S., and officers of independent special tax districts elected on a one-acre, one-vote basis are not prohibited from voting in that capacity.

For purposes of this law, a "relative" includes only the officer's father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law. A "business associate" means any person or entity engaged in or carrying on a business enterprise with the officer as a partner, joint venturer, coowner of property, or corporate shareholder (where the shares of the corporation are not listed on any national or regional stock exchange).

* * * * *

ELECTED OFFICERS:

In addition to abstaining from voting in the situations described above, you must disclose the conflict:

PRIOR TO THE VOTE BEING TAKEN by publicly stating to the assembly the nature of your interest in the measure on which you are abstaining from voting; *and*

WITHIN 15 DAYS AFTER THE VOTE OCCURS by completing and filing this form with the person responsible for recording the minutes of the meeting, who should incorporate the form in the minutes.

* * * * *

APPOINTED OFFICERS:

Although you must abstain from voting in the situations described above, you are not prohibited by Section 112.3143 from otherwise participating in these matters. However, you must disclose the nature of the conflict before making any attempt to influence the decision, whether orally or in writing and whether made by you or at your direction.

IF YOU INTEND TO MAKE ANY ATTEMPT TO INFLUENCE THE DECISION PRIOR TO THE MEETING AT WHICH THE VOTE WILL BE TAKEN:

- You must complete and file this form (before making any attempt to influence the decision) with the person responsible for recording the minutes of the meeting, who will incorporate the form in the minutes. (Continued on page 2)

APPOINTED OFFICERS (continued)

- A copy of the form must be provided immediately to the other members of the agency.
- The form must be read publicly at the next meeting after the form is filed.

IF YOU MAKE NO ATTEMPT TO INFLUENCE THE DECISION EXCEPT BY DISCUSSION AT THE MEETING:

- You must disclose orally the nature of your conflict in the measure before participating.
- You must complete the form and file it within 15 days after the vote occurs with the person responsible for recording the minutes of the meeting, who must incorporate the form in the minutes. A copy of the form must be provided immediately to the other members of the agency, and the form must be read publicly at the next meeting after the form is filed.

DISCLOSURE OF LOCAL OFFICER'S INTEREST

I, Daniel R. Samanta, hereby disclose that on February 4, 2020:

(a) A measure came or will come before my agency which (check one or more)

- inured to my special private gain or loss;
- inured to the special gain or loss of my business associate, _____;
- inured to the special gain or loss of my relative, _____;
- inured to the special gain or loss of _____, by whom I am retained; or
- inured to the special gain or loss of _____, which is the parent subsidiary, or sibling organization or subsidiary of a principal which has retained me.

(b) The measure before my agency and the nature of my conflicting interest in the measure is as follows:

Based upon Sect 2 (#1 and #2) of Resolution No 2020-05

If disclosure of specific information would violate confidentiality or privilege pursuant to law or rules governing attorneys, a public officer, who is also an attorney, may comply with the disclosure requirements of this section by disclosing the nature of the interest in such a way as to provide the public with notice of the conflict.

2/12/20
Date Filed

[Signature]
Signature

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES §112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED \$10,000.



The Village of Biscayne Park

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

Telephone: 305 899 8000 Facsimile: 305 891 7241

MINUTES
SPECIAL COMMISSION MEETING
Log Cabin - 640 NE 114th Street
Biscayne Park, FL 33161
Tuesday, February 11, 2020 6:00 pm

1 Call to Order

Mayor O'Halpin called the meeting to order at 6:25 pm

2 Roll Call

Mayor O'Halpin - present

Vice Mayor Tudor - absent

Commissioner Kennedy - present

Commissioner Samaria - present

Present from staff were:

Interim Village Manager David Hernandez

Interim Village Attorney John Herin

Village Clerk Roseann Prado

Chief of Police Luis Cabrera

Commander Wollschlager

Recordings: Cesar Hernandez

3 Pledge of Allegiance

4 Public Comments

The following persons spoke on the record:

Harvey Bilt

Jud Hamelburg

David Raymond

Barbara Kuhl

Dan Keys

Rox Ross

Edward Chisolm

Chuck Ross

Fred Jonas

5 New Business

5.a Interim Village Attorney

Engagement letter FoxRotschild - John Herin

Mayor O'Halpin motioned to draft and adopt a Resolution to approve engagement letter with FoxRotschild. Commissioner Samaria seconded. **Motion passed 3 - 0.**

5.b Interim Village Manager

Mayor O'Halpin motioned to ratify David Hernandez as Interim Village Manager. Commissioner Kennedy seconded. **Motion passed 3 - 0.**

5.c Resolution # 2020-06 - Special Election - One (1) seat

A RESOLUTION OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA; CALLING A SPECIAL ELECTION TO FILL VACANCY OF ONE COMMISSION SEAT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

Commissioner Samaria motioned to approve Resolution 2020-06. Mayor O'Halpin seconded. **Motion passed 3 - 0.**

5.d Special Magistrate - discussion on Ordinance 2019-05

Commissioner Samaria motioned to repeal Ordinance 2019-05 and roll back to previous Code of Ordinance Chapters 14 and 15 adding two (2) changes: adding Section 14.1.8 (a) and add language of a resident attending with an attorney must notify the Village in advance in order to the Board be prepared. Mayor O'Halpin seconded. Commission voted as follows:

Mayor O'Halpin - Yes

Commissioner Kennedy - Yes

Commissioner Samaria - Yes

Motion passed 3 - 0.

5.e Ordinance # 2020-01 - Changing language Board Members Resignation - First Reading

AN ORDINANCE OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA, AMENDING ARTICLE III OF CHAPTER 2 OF THE CODE OF ORDINANCES, VILLAGE OF BISCAYNE PARK, ENTITLED "COMMISSIONS, BOARDS AND COMMITTEES" BY AMENDING SECTION 2-30(d)(3) REGARDING THE ONE YEAR RESTRICTION ON THE ELIGIBILITY OF APPOINTMENT OF MEMBERS OF BOARDS OR COMMITTEES THAT HAVE RESIGNED; PROVIDING FOR INCLUSION IN THE CODE AND SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

The following persons spoke on the record:

Rox Ross

Dan Keys

Gage Hartung

Gary Kuhl

Barbara Kuhl

Dan Keys

David Raymond

Yesenia Gonzalez

Gage Hartung

Commissioner Kennedy motioned to approve the Ordinance 2020-01 on first reading.

Mayor O'Halpin seconded. Commission voted as follows:

Mayor O'Halpin - Yes

Commissioner Kennedy - Yes

Commissioner Samaria - Yes

Motion passed 3 - 0.

5.f Charter Review Advisory Board's Final Report to the Commission

Commissioner Kennedy motioned to table the item to the March 3rd, 2020 Commission meeting and direct staff to invite Charter Review Advisory Board Chair and Board Members to attend the meeting. Mayor O'Halpin seconded. The Commission was on consensus to approve the motion.

6 Adjournment

Vice-Mayor Samaria motioned to adjourn. Mayor O'Halpin seconded. Meeting adjourned at 8:23 pm.

Commission approved on Regular Commission Meeting of March 03, 2020.

Attest:

Virginia O'Halpin, Mayor

Roseann Prado, Village Clerk



VILLAGE OF BISCAYNE PARK
Village Commission Agenda Report
REGULAR MEETING

Item # 8.b

TO: Honorable Mayor & Members of the
Biscayne Park Village Commission

FROM: Roseann Prado, Village Clerk

DATE: March 3, 2020

TITLE: Acceptance of Board Minutes

Background

The board/committee minutes as listed below are being provided for the commission's review and acceptance.

Recommendation

Acceptance on Consent Agenda

Attachment

- Parks & Parkway Advisory Board Meeting May 8, 2019
- Parks & Parkway Advisory Board Meeting May 10, 2019
- Parks & Parkway Advisory Board Meeting July 25, 2019
- Parks & Parkway Advisory Board Meeting August 22, 2019
- Parks & Parkway Advisory Board Meeting August 27, 2019
- Parks & Parkway Advisory Board Meeting September 26, 2019
- Parks & Parkway Advisory Board Meeting October 3, 2019
- Parks & Parkway Advisory Board Meeting October 21, 2019
- Parks & Parkway Advisory Board Meeting October 22, 2019
- Parks & Parkway Advisory Board Meeting October 25, 2019
- Parks & Parkway Advisory Board Meeting October 29, 2019
- Parks & Parkway Advisory Board Meeting October 30, 2019
- Parks & Parkway Advisory Board Meeting November 04, 2019
- Parks & Parkway Advisory Board Meeting November 07, 2019
- Parks & Parkway Advisory Board Meeting November 13, 2019
- Parks & Parkway Advisory Board Meeting November 21, 2019
- Biscayne Park Foundation Meeting December 10, 2019
- Biscayne Park Foundation Meeting January 15, 2020
- Public Art Advisory Board Meeting January 8, 2020
- Public Art Advisory Board Meeting February 12, 2020

The Village of Biscayne Park

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

PARKS & PARKWAY ADVISORY BOARD

Barbara Kuhl
Chairman
Lynn Fischer
Randal Wagoner
Andra McCollum
David Raymond

MINUTES PARKS & PARKWAY ADVISORY BOARD Wednesday, May 8, 2019 at 7:00 AM Workshop

1. CALL TO ORDER AND ROLL CALL

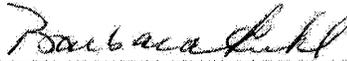
A. Present: Barbara Kuhl, Lynn Fischer and Mercedes Diaz

2. Identify Spaces for new trees

3. ADJOURNMENT - 8:30 AM

Minutes approved on 1-16-20

By:



Barbara Kuhl, Chair

The Village of Biscayne Park

640 NE 114th St., Biscayne Park, FL 33161
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PARKS & PARKWAY ADVISORY BOARD

Barbara Kuhl
Chairman
Lynn Fischer
Randal Wagoner
Audra McCollum
David Raymond

MINUTES PARKS & PARKWAY ADVISORY BOARD Friday, May 10, 2019 at 6:30 PM Workshop

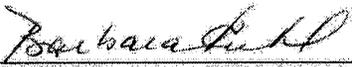
1. CALL TO ORDER AND ROLL CALL

A. Present: Barbara Kuhl, Lynn Fischer and Mercedes Diaz

2. Identify Spaces for new trees

3. ADJOURNMENT - 8:00 PM

Minutes approved on 1-16-20

By: 
Barbara Kuhl, Chair

The Village of Biscayne Park

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**PARKS & PARKWAY
ADVISORY BOARD**

Barbara Kuhl
Chairman
Lynn Fischer
Randal Wagoner
Audra McCollum
David Raymond

**MINUTES
PARKS & PARKWAY ADVISORY BOARD
Tuesday, August 27, 2019 at 7:00 AM
Workshop**

1. CALL TO ORDER AND ROLL CALL

A. Present: Barbara Kuhl, David Raymond, Randy Wagoner

**2. Visited Island Tropical Foliage Nursery, The Nature Touch Nursery and
The Native Tree Nursery in Homestead**

3. ADJOURNMENT - 11:45 AM

Minutes approved on 1-16-20

By:

Barbara Kuhl
Barbara Kuhl, Chair

The Village of Biscayne Park

640 NE 114th St., Biscayne Park, FL 33161
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PARKS & PARKWAY ADVISORY BOARD

Barbara Kuhl
Chairman
Lynn Fischer
Randal Wagoner
Audra McCollum
David Raymond

MINUTES PARKS & PARKWAY ADVISORY BOARD Thursday, October 3, 2019 at 7:00 AM Workshop

1. CALL TO ORDER AND ROLL CALL

A. Present: Barbara Kuhl, David Raymond, Randy Wagoner and Lynn Fischer

2. Visited Island Tropical Foliage Nursery, All Green Nursery in Homestead to evaluate trees

3. ADJOURNMENT - 10:30 AM

Minutes approved on 1-16-20

By: _____


Barbara Kuhl, Chair

The Village of Biscayne Park

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PARKS & PARKWAY ADVISORY BOARD

Barbara Kuhl
Chairman
Lynn Fischer
Randal Wagoner
Audra McCollum
David Raymond

MINUTES PARKS & PARKWAY ADVISORY BOARD Monday, October 21, 2019 at 1:00 PM Workshop

1. CALL TO ORDER AND ROLL CALL

A. Present: Barbara Kuhl, David Raymond, Audra McCollum, Randy Wagoner and Lynn Fischer

2. Located potential tree sites in Biscayne Park

3. ADJOURNMENT - 3:00 PM

Minutes approved on 1-16-20

By:


Barbara Kuhl, Chair

The Village of Biscayne Park

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

PARKS & PARKWAY ADVISORY BOARD

Barbara Kuhl
Chairman
Lynn Fischer
Randal Wagoner
Audra McCollum
David Raymond

MINUTES PARKS & PARKWAY ADVISORY BOARD Tuesday, October 22, 2019 at 1:00 PM Workshop

1. CALL TO ORDER AND ROLL CALL

A. Present: Barbara Kuhl, David Raymond, Audra McCollum, Randy Wagoner and Lynn Fischer

2. Located potential tree sites in Biscayne Park

3. ADJOURNMENT - 3:15 PM

Minutes approved on 1-16-20

By:



Barbara Kuhl, Chair

The Village of Biscayne Park

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

**PARKS & PARKWAY
ADVISORY BOARD**

Barbara Kuhl
Chairman
Lynn Fischer
Randal Wagoner
Audra McCollum
David Raymond

**MINUTES
PARKS & PARKWAY ADVISORY BOARD
Friday, October 25, 2019 at 10:00 AM
Workshop**

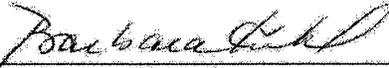
1. CALL TO ORDER AND ROLL CALL

A. Present: Barbara Kuhl, David Raymond, Audra McCollum, Randy Wagoner and Lynn Fischer

2. Discussed tree-planting grant with David Hernandez, Public Works Manager

3. ADJOURNMENT - Noon

Minutes approved on 1-16-20

By: 
Barbara Kuhl, Chair

The Village of Biscayne Park

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

PARKS & PARKWAY ADVISORY BOARD

Barbara Kuhl
Chairman
Lynn Fischer
Randal Wagoner
Audra McCollum
David Raymond

MINUTES PARKS & PARKWAY ADVISORY BOARD

Tuesday, October 29, 2019 at 1:00 PM

Workshop

1. CALL TO ORDER AND ROLL CALL

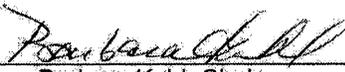
A. Present: Barbara Kuhl, David Raymond, Audra McCollum, Randy Wagoner and Lynn Fischer

2. Worked on tree-planting grant

3. ADJOURNMENT - 3:15 PM

Minutes approved on 1-16-20

By:



Barbara Kuhl, Chair

The Village of Biscayne Park

640 NE 114th St., Biscayne Park, FL 33161
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PARKS & PARKWAY ADVISORY BOARD

Barbara Kuhl
Chairman
Lynn Fischer
Randal Wagoner
Audra McCollum
David Raymond

MINUTES PARKS & PARKWAY ADVISORY BOARD Wednesday, October 30, 2019 at 1:00 PM Workshop

1. CALL TO ORDER AND ROLL CALL

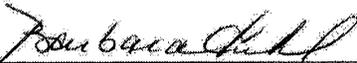
A. Present: Barbara Kuhl, David Raymond, Audra McCollum, Randy Wagoner and Lynn Fischer

2. Worked on tree-planting grant with Public Works Manager

3. ADJOURNMENT - 5:00 PM

Minutes approved on 1-16-20

By:


Barbara Kuhl, Chair

The Village of Biscayne Park

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PARKS & PARKWAY ADVISORY BOARD

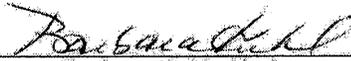
Barbara Kuhl
Chairman
Lynn Fischer
Randal Wagoner
Andra McCollum
David Raymond

MINUTES PARKS & PARKWAY ADVISORY BOARD Monday, November 4, 2019 at 10:00 AM Workshop

1. CALL TO ORDER AND ROLL CALL
 - A. Present: Barbara Kuhl and David Raymond
2. Worked on tree-planting grant with Public Works Manager
3. ADJOURNMENT - 12:30 PM

Minutes approved on 1-16-20

By:


Barbara Kuhl, Chair

The Village of Biscayne Park

640 NE 114th St., Biscayne Park, FL 33161
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PARKS & PARKWAY ADVISORY BOARD

Barbara Kuhl
Chairman
Lynn Fischer
Randal Wagoner
Audra McCollum
David Raymond

MINUTES PARKS & PARKWAY ADVISORY BOARD Thursday, November 7, 2019 at 1:00 PM Workshop

1. CALL TO ORDER AND ROLL CALL
 - A. Present: Barbara Kuhl, Lynn Fischer and David Raymond
2. Worked on tree-planting grant with Public Works Manager
3. ADJOURNMENT - 3:30 PM

Minutes approved on 1-16-20

By:



Barbara Kuhl, Chair

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640 NE 114th St., Biscayne Park, FL 33161
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PARKS & PARKWAY ADVISORY BOARD

Barbara Kuhl
Chairman
Lynn Fischer
Randal Wagoner
Audra McCollum
David Raymond

MINUTES PARKS & PARKWAY ADVISORY BOARD Wednesday, November 13, 2019 at 2:00 PM Workshop

1. CALL TO ORDER AND ROLL CALL

A. Present: Barbara Kuhl, Lynn Fischer, Randal Wagoner, Audra McCollum and David Raymond

2. Worked on tree-planting grant with Public Works Manager

3. ADJOURNMENT - 5:00 PM

Minutes approved on 1-16-20

By: 
Barbara Kuhl, Chair



**PARKS &
PARKWAY
ADVISORY BOARD**

Barbara Kuhl
Chair

Lynn Fischer
Vice Chair

Audra McCollum
Secretary

Randal Wagoner
David Raymond

**MINUTES
PARKS & PARKWAY ADVISORY BOARD
Village Hall - 640 NE 114th Street
Thursday, September 26, 2019 at 5:30PM**

A. CALL TO ORDER AND ROLL CALL

Present – Barbara Kuhl, Lynn Fischer, Randal Wagoner, David Raymond
Absent – Audra McCollum (approved absence)

B. AGENDA ADDITIONS AND DELETIONS

None

C. PUBLIC COMMENT (At beginning and end of meeting)

None

D. APPROVAL OF MINUTES –

Pending

E. OLD BUSINESS

a) Discussion on New Tree Planting 2019

Need to meet to tighten up plan – reconsider locations and selections.
120th & 7th - need to select trees – date of meeting TBD

b) Tree replacement at recreation center

Previously selected poincianas were sold, so must go back to Homestead to select three new ones. Thursday Oct. 3 – 7am go to Homestead to tag chosen plants; Wednesday Oct 9 – plants will be picked up; Thursday Oct 10 – three poincianas and one short leaf fig will be planted at Rec Center at 9:30am

Barbara will send David Hernandez an email stating which nurseries where trees have been tagged

c) Tree removal and tree trimming 2019 – before storm branches were removed from Australian Pines using lift. Three quotes are being procured for Australian Pine removal

d) Athletic field turf maintenance and restoration – ballpark maintenance is maintaining field, irrigation is working

e) Sixth Ave bridge landscaping maintenance and restoration – no update

f) Sixth Ave irrigation and landscaping update – DOT is beginning its planning for upgrading Sixth Ave., our Board will be included in the planning. DOT



The Village of Biscayne Park

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has doubled the money it's giving to Biscayne Park to maintain the median. Weeding and replacement of planting is ongoing.

- g) Update butterfly garden 114th St median and irrigation – edging of the butterfly garden will be done as time permits. Weeding 10/4 7am Butterfly garden on 10th Ave was cleaned out.
- h) Update on landscaping at Rec Center entrance and log cabin – historical architect was conferred with twice – parking, ADA approved entrance, lighting, and design of pavers being sold through Foundation. Other architects will be contacted for ideas and estimates. Plans will compliment historical log cabin.
- i) Community Garden discussion – no discussion
- j) Discussion of lighting project at recreation center and log cabin. Company has permit, will be starting soon – board members will assist with removing plants and replanting. David Hernandez will notify as to when project will begin.

F. NEW BUSINESS

- a) Urban Forestry Grant – a matching grant for tree maintenance, have previously received - Barbara is looking into it
- b) Grant from Miami-Dade County for planting trees in communities – Biscayne Park doesn't meet criteria (avg household income too high and tree canopy is greater than stated).

G. NEXT MEETING DATE – October 17, 2019

8. ADJOURNMENT

The meeting was adjourned at 7:05 pm

Minutes approved on 1-16-20

By: 
Barbara Kuhl, Chair



**PARKS &
PARKWAY
ADVISORY BOARD**

Barbara Kuhl
Chairperson

Lynn Fischer
Vice-Chair

Audra McCollum
Secretary

Randal Wagoner,
Member
David Raymond,
Member

**MINUTES
PARKS & PARKWAY ADVISORY BOARD**

**Village Hall
640 NE 114th Street, Biscayne Park, FL
Thursday August 22, 2019 at 5:30PM**

A. CALL TO ORDER AND ROLL CALL

Present - Barbara Kuhl, Lynn Fischer, Audra McCollum, Randal Wagoner
Staff - David Hernandez
Commissioner Dan Samaria
Resident David Raymond (applied for Board)
The meeting was called to order and roll called at 5:40pm

B. AGENDA ADDITIONS AND DELETIONS

None

C. PUBLIC COMMENT (PERMITTED FOR EACH AGENDA ITEM)

None

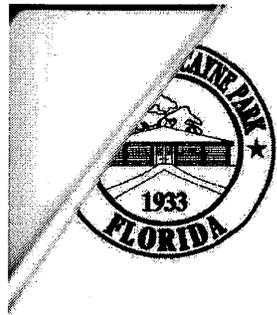
D. APPROVAL OF MINUTES – Approval of Minutes – Minutes not yet available.

E. OLD BUSINESS

a) Discussion on new tree planting 2019 - Going to be visiting nurseries in Homestead for future purchases, public welcome. Workshop set for 7am on Tuesday 27 August, 2019. Audra proposed Barbara give plotted map to David Hernandez for approval of tree locations. Lynn seconded and motion passed. David Hernandez stated he wanted to review and approve. Lynn stated that some of the trees were chosen specifically for their smaller size in order to avoid power lines.

b) Tree removal and tree trimming 2019 – David Hernandez has received Lift and is starting tree maintenance program. One Australian Pine of four identified has been removed, including roots. Next week starts second Australian Pine removal. Barbara stated she wants to plant trees in the spots where Australian Pines have been removed. Barbara also stated that between 116-117 Streets on 10th Ave., a large rubber tree was lost in Irma. Two scheffelera survived/Queensland Umbrella Trees survived, but they are invasive and need to be removed. David Hernandez stated he needs a photo of the trees and a Motion from the Board to remove. Randy made the Motion to

Minutes – Parks & Parkway Advisory Board



The Village of Biscayne Park

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

Remove two invasive trees (no permit needed) and Lynn seconded the Motion. Motion passed.

- c) Athletic field turf maintenance and restoration – continued ballpark maintenance.
- d) Sixth Avenue Bridge Landscaping – maintenance and restoration – Board asked David Hernandez to plant Muhly Grass there to match 6th Ave.
- e) Sixth Avenue irrigation and landscaping update – David Hernandez commented that there have been 3 accidents in two months. DOT only pays \$1400 towards budget. David Hernandez plans to renegotiate the \$1400 with DOT and the manager has expressed desire to negotiate as well, which would be decided by March 2020. However, David is concerned that this is an ongoing problem, and should we consider giving it back to DOT.
- f) Update Butterfly Garden 114th St. median & irrigation – needs weeding - 7am will be weeding at Butterfly Garden if no rain.
- g) Update on Landscaping at Rec Center entrance & Log Cabin – no change
- h) North American Butterfly Certification sign – no change
- i) Community Garden discussion –Tabled
- j) Eagle Scout Bird House Project Update - Installation in progress.
- k) Discussion on Lighting at Rec Center and Log Cabin – our Board feels that the Log Cabin lighting should take precedence over lighting at the Rec Center, now that evening meetings have been taking place at Log Cabin.
- l) Tree Replacement at Recreation Center - Lynn called and got quotes at several companies. Most were in the \$8000-10,000 range with no guarantee. One nursery has one 18' with 8-10 ft spread. Strangler Fig – shows in pot but she says roots are deep into ground \$6600 and not guaranteed. Least expensive Randy found was \$15,000. Barbara Kuhl suggests a triangle of Poinciana trees. Audra McCollum stated she prefers a climbable tree for the children like the former tree, and that she would rather not have 60-70 trees throughout the park and take the dollars for 10 of those and put them towards the new tree. Dan Samaria stated it's a liability for the kids to be climbing trees and David Hernandez agreed. Others were concerned that trees have fast growth, good roots to resist winds and easy to maintain. Barbara asked if anything else fast growing could go in there. Poincianas are inexpensive and grow fast. Fig could be in \$200 range for a 12' tree, just slow growing and more heavy maintenance. Randy suggested 2 poincianas on the outside (10-15 from sidewalks) and a fig further towards the Recreation Center building. Barbara Kuhl stated she was hoping that the tree

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could be larger and for under \$5000. Best plan to buy 3 trees in 40-50 gallon pots should run \$1000. Question is which trees. Audra McCollum stated she liked Randy's idea of 2 poinciana and one ficus. Lynn Fischer said 3 poincianas and one strangler fig more toward the rec center building. Audra McCollum suggested we meet at sight to avoid confusion where to plant. Barbara made motion to purchase and plant three poincianas and shortleaf fig at the location of the fallen tree. Audra McCollum seconded. All were in favor. The board will meet at site of fallen tree 8:45-9am tomorrow and look at placement.

m) Budget Workshop Update Dan Samaria stated that the Commission decided that \$30,000 stay in contingency as opposed to splash pad. 13.8 is emergency standard, we are now in compliance.

6. NEW BUSINESS

a) Agenda items for next meeting – none added.

7. NEXT MEETING DATE –

Meeting adjourned at 7:34pm Lynn made Motion and Randy Seconded . All in favor. Next meeting set for Sept 26, 2019 at 5:30pm

Minutes approved on 1-16-20

By:

Barbara Kuhl
Barbara Kuhl, Chair



**PARKS &
PARKWAY
ADVISORY BOARD**

Barbara Kuhl
Chairperson

Lynn Fischer
Vice-Chair

Audra McCollum
Secretary

Randal Wagoner,
Member

**MINUTES
PARKS & PARKWAY ADVISORY BOARD**

**Village Hall
640 NE 114th Street, Biscayne Park, FL
Thursday July 25, 2019 at 7:00 PM**

A. CALL TO ORDER AND ROLL CALL

Present - Barbara Kuhl, Lynn Fischer, Audra McCollum, Randal Wagoner
Staff - David Hernandez
The meeting was called to order and roll called at 7:05pm

B. AGENDA ADDITIONS AND DELETIONS

- 1) Possible meeting time change for future meetings
- 2) Fertilize of rec center, log cabin and butterfly garden

C. PUBLIC COMMENT (PERMITTED FOR EACH AGENDA ITEM)

None

D. APPROVAL OF MINUTES – Approval of Minutes – Minutes not yet available.

E. OLD BUSINESS

a) Discussion on new tree planting 2019 – Mercedes Diaz sent Barbara the plotted plans for tree locations. Barbara wants to have a new Field Workshop to complete location identifications. Question was raised if money would roll over if we didn't spend/plant by a certain time, if we would lose that money. Our Public Works can handle 25 gallon trees (estimate is \$100-\$150 each). Lynn asked if it could be used for the big tree we lost and David Hernandez was asked to look into it. Randy is looking into trees to replace the big tree. They should be insured for one year.

b) Tree removal and tree trimming 2019 – This year's budget for tree removal and tree trimming Barbara thinks the money must be used by October and David Hernandez was unsure.

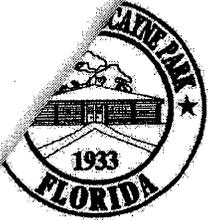
c) Athletic field turf maintenance and restoration – continued ballpark maintenance, irrigation fixed.

d) Sixth Avenue Bridge Landscaping – maintenance and restoration – Public Works needs to remove the dead planting and replace with grasses

Minutes – Parks & Parkway Advisory Board

The Village of Biscayne Park

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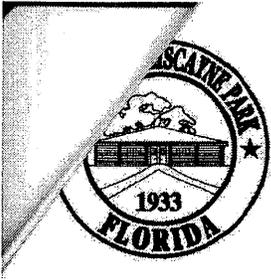


- e) Sixth Avenue irrigation and landscaping update – David only gets \$1400 /year from the State. He had a meeting w/ DOT saying we need to re-negotiate the deal, because the accidents didn't have insurance. Needs to replace two Alexander Palms and Green Ficus.
- f) Update Butterfly Garden 114th St. median & irrigation – David got pipes for irrigation. We need a border to have a definite line and hold back the grass. Lynn gave David Hernandez a catalog that has borders. Weeding scheduled for Friday at 7am.
- g) Update on Landscaping at Rec Center entrance & Log Cabin – no change
- h) North American Butterfly Certification sign – David wanted to know where to put the signs now that he received them.
- i) Community Garden discussion – Was suggested to Audra she speak with Lola at Enchanted Forest regarding their Community Garden
- j) Eagle Scout Bird House Project Update - He is going to place the houses in private homes.
- k) Discussion on Lighting at Rec Center and Log Cabin – Our Board passed a Motion that the Log Cabin lighting should take precedence over lighting at the Rec Center, now that evening meetings have been taking place at Log Cabin. This Board recommends to Commission that instead of designing a lighting project at the Rec Center, that the focus and priority should be at the Log Cabin, considering night meetings are held there and there's a liability issue to consider. Randy made the Motion. Lynn seconded. Motion passed.

6. NEW BUSINESS

- a) Tree replacement at Rec Center – board members will explore options
- b) Budget workshop update – discussion on proposed splash pad and walkway
- c) Agenda items for next meeting
- d) Elect new Secretary and Vice Chair – Lynn Fischer elected as Vice Chair and Audra McCollum elected as secretary
- e) Future meetings are changed to 5:30pm instead of 7pm. Randy made the Motion, Barbara seconded, passed unanimously.
- f) Fertilize plants at Rec Center, Log Cabin and Butterfly Garden – using Organic 12-6-8 Lynn made Motion, Audra seconded, Motion passed.

7. NEXT MEETING DATE – Meeting adjourned at 8:40pm. Next mtg set for August 19, 2019.



The Village of Biscayne Park

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

Minutes approved on 1-16-20

By: *Barbara Kuhl*
Barbara Kuhl, Chair



**PARKS &
PARKWAY
ADVISORY BOARD**

Barbara Kuhl
Chair

Lynn Fischer
Vice Chair

Audra McCollum
Secretary

Randal Wagoner
David Raymond

**MINUTES
PARKS & PARKWAY ADVISORY BOARD
Village Hall - 640 NE 114th Street
Thursday, November 21, 2019 at 5:30PM**

A. CALL TO ORDER AND ROLL CALL

Present – Barbara Kuhl, Lynn Fischer, Randal Wagoner, David Raymond

Absent – Audra McCollum (approved absence)

B. AGENDA ADDITIONS AND DELETIONS

Roll of our Board (add to F- a) and Public Works Mgrs Report /Questions

C. PUBLIC COMMENT (At beginning and end of meeting)

None

D. APPROVAL OF MINUTES –

Pending

E. OLD BUSINESS

- a) Discussion of Miami Dade County matching grant – discussion of procurement method according to charter – January 15 announcement of grant recipients
- b) Update on lighting project at recreation center – Longman Electric will be installing; waiting for bases to be made
- c) Sixth Avenue median update – continuous accidents make maintenance difficult. Need 14 Alexander Palms. Have ordered pentas and green island ficus. DOT will be working on Sixth Ave March and April of 2020 and will present design plan.
- d) Sixth Ave bridge landscaping update – no progress – Randy made a motion to remove dead beach creeper replacing with Muhly grass. David R. seconded motion; passed unanimously
- e) Butterfly garden 114th St median weeding discussion – Needs weeding. Needs physical edging; Two dying poincianas?

F. NEW BUSINESS

- a) Landscaping at Village Hall - Planting is in violation of Dade County's Code, specifying planting of natives. Palms planted will be too large, landscaping design doesn't fit in aesthetically, roll of our Board? Why weren't we consulted?



The Village of Biscayne Park

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- b) Tree trimming and removal of trees and shrubs on medians – young trees have never been trimmed, shaped or lifted. Residents are not to plant in medians. Plantings need to be removed. Suggested that there be an e-blast to Residents, informing of such.
- c) Items for next Agenda –Manager Report is going to be included in the future.

G. NEXT MEETING DATE – January 16, 2020 - No meeting for December 2019. Barbara made a Motion, Seconded by Lynn; Motion passed unanimously.

8. ADJOURNMENT

The meeting was adjourned at 7:20 pm

Minutes approved on 1-16-20

By: *Barbara Kuhl*
Barbara Kuhl, Chair



**MINUTES
BISCAYNE PARK FOUNDATION**

TUESDAY, DECEMBER 10, 2019

7:00 p.m.

**BISCAYNE PARK
FOUNDATION**

Jorge Marinoni
Marie Smith
David Goehl
Kate Eaton
Yesenia Gonzalez

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

**ROLL CALL: Jorge Marinoni, Marie Smith, and Kate Eaton.
ABSENT: David Goehl and Yesenia Gonzalez.**

IN ATTENDANCE: Commissioner Dan Samaria and Krishan Manners.

APPROVAL OF THE MINUTES: Motion by Marie Smith, seconded by Jorge Mannoni to approve the Minutes of November 11, 2019. Motion passed.

WELCOME: The board members welcomed new board member Kate Eaton. Kate is a resident of the Village and has worked with Habitat for Humanity together with fund raising for her church and performance at musical events.

EARTH DAY: Will be held in April with a Farmer's Market, Recycling truck , and Jorge will contact Waste Pro to have them re-cycle old paint containers.

GIVE MIAMI DAY: We had twelve donors for a total of \$1,227.00.

REC. CENTER LIGHTING: Krishan Manners reported that the lighting project would be completed at the end of the month. Jorge reported that the Village has been approached by local historian, Seth H. Bramson,(Boulevard of Dreams) to hold an event at the Log Cabin.

This event could be part of the official lighting at the Rec. Center and could be a fund raiser for our next project.

BRICK CAMPAIGN: Krishan Manners reported on his meeting with the landscape architect, mapping the area in front of the Log Cabin and walkway. He suggested the bricks paid for should be installed and blank bricks placed. As residents purchase bricks the inscription should be written and the brick placed in designated area.

WINTERFEST: This will be held Saturday, December 11 a.m. 2:00 p.m. Jorge will e-mail the board if we will participate in this



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

event. The Foundation is contributing \$200 to this year Winterfest.

TREES: Dan Samaria requested that an appeal for an additional \$280.00 be made to the residents bringing the total donation of \$1,000. for the trees. The Foundation will give the Village of Biscayne Park a check of \$720.00 for the funds collected so far by Dan Samaria for trees.

Kate Eaton will write a "thank you" email to residents for a recent \$100.00 donation.

TREASURER'S REPORT: Jorge submitted the report. Balance as of 10-31-2019 is \$11,489.39.

Meeting adjourned 8:00 p.m.

Jorge Marinoni, President _____

Marie Smith, Secretary: _____

Next Meeting: **Wednesday, January 15, 2020**



MINUTES
PUBLIC ART ADVISORY BOARD
Village Hall, 600 NE. 114 St.
Wednesday, January 8, 2020 at 6:00PM

1. CALL TO ORDER AND ROLL CALL – The meeting was called to order at: 6:05 P.M. Amy Raymond, Karen Marinoni, Barbara Watts. Susan Weiss had an excused absence. Patrice Bertin had an unexcused absence.
2. AGENDA ADDITIONS AND DELETIONS –The new bench will be placed on 120th and 10th Ave.
3. PUBLIC COMMENT (PERMITTED FOR EACH AGENDA ITEM) Charley Easton, Jorge Marinoni, Manager Manner were in attendance.
4. APPROVAL OF MINUTES – Yes
5. NEW BUSINESS-

A. Mangofest 2020

1. We will choose a date in May 2020.
2. We will ask for a minimum of a \$5.00 donation.
3. Residents and guests who bring food/dessert are not asked to give a donation.
4. We will be asking for bakers to bring a sample tray of their dessert and another wrapped tray, whole cake, cookies, chutneys, jam, etc. to be auctioned off.
5. The auctioneer will have the auction every 30 minutes within the 4 hour Festival.
6. We will charge for mangosmoothies, mango icecream.

B. Mosaic Bench Project-

- a. The new bench is complete and ready to install on NE 120th Street and 10th ave.
- b. We are planning to offer our residents the once in a lifetime opportunity of purchasing a handmade Mosaic/Tile Bench. There is an option of writing an "In Memory of" or just a name, below The Art Board's and artist's recognition placed on the back of each bench.
- c. Presently, the Art Board has enough funds to buy 2 more



The Village of Biscayne Park

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

Benches.

- C. Art Show 2020- There's a good possibility that we can do this again next February. If we have enough volunteers, it's going to happen!

NEXT MEETING DATE – Wednesday, February 12, 2020 at 6:00pm. All future meetings will take place at Village Hall

7. ADJOURNMENT – Meeting was adjourned at 7:00 p.m.
8. _____.

Minutes approved on _____ January 8, 2020_____.

TWO OR MORE MEMBERS OF THE VILLAGE OF BISCAYNE PARK COMMISSION AND OTHER VILLAGE BOARD MEMBERS MAY BE IN ATTENDANCE.

DECORUM - Any person making impertinent or slanderous remarks, or who becomes boisterous while addressing the Committee, shall be barred from further audience before the Committee by the presiding officer, unless permission to continue or again address the Committee is granted by the majority vote of the 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 Board 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.

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.



PUBLIC ART
ADVISORY BOARD

**MINUTES
PUBLIC ART ADVISORY BOARD
Village Hall, 600 N.E. 114 St.
February 12, 2020, Wednesday, at 6:00PM**

Amy Raymond
Chairperson

Members

Patrice Bertin
Karen Marinoni
Barbara Watts
Susan Weiss

1. CALL TO ORDER AND ROLL CALL – The meeting was called to order at: 6:06 P.M. All Board members were present.
2. AGENDA ADDITIONS AND DELETIONS –
3. PUBLIC COMMENT (PERMITTED FOR EACH AGENDA ITEM)
Jorge Marinoni spoke about the Mosaic bench Project.
Charlie Easton spoke on Mangofest.
4. APPROVAL OF MINUTES – Yes
5. OLD BUSINESS-
6. NEW BUSINESS-
 - A. Update on MOSAIC BENCH PROJECT
 1. The Board and David Hernandez agreed that many positive comments have been made on the Benches, and that we should continue to beautify our medians with places to sit.
 2. We will create a donation form so that the residents may purchase a bench for \$500.00 and they may share the cost with family or friends and choose the median for placement of the bench.
 3. Patrice talked about creating a sculpture bench which he will discuss with Jorge.
 4. We have been asked by Parks and Parkways to advise them when a new bench is ready for placement.
 - B. MANGOFEST
 1. Florida Extension expert suggested a mid June date- The date for MANGOFEST will be June 13, 2020 from 2-6 p.m.
 2. March Commission meeting- Ask for fees waived for Rec Center- Get flyer ready.
 3. Give date to Issa
 4. Start advertising for bakers April, May, June, mention Auction, find auctioneer, etc.
 5. Place flyers on homes with mangoes.
 6. Use same signs as last year, make a few more.
 7. Freeze mangoes, payayas, etc. for smoothies, pies, etc.
 8. Decorate Rec Center. Ask for \$5.00 suggested minimum donation or \$1.00 per food or dessert item from non bakers.



The Village of Biscayne Park

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

9. This event will be advertised for Biscayne Parkers only, however family and friends may be invited.
 10. On the signs and emails we will encourage folks to walk over rather than drive, although we should have plenty of parking for residents.
- C. Historical Biscayne Park Photos
1. Issa has agreed to two projects at the Rec Center
 2. Framed old photos will be hung on the high wall in th big room outside of the office.
- D. Photo Gallery
1. We would like to have an Art Gallery on the walls of the Rec Center.
 - a. Find artists who woud like to show their work, each for a three month period of time. We will use removable hooks to protect the walls. The artists may sell their art. The Art Board would take a small percentage of the earnings.
- E. NEXT MEETING DATE – All future meetings will take place at Village Hall on Wednesday, March 11, 2020-
- F. ADJOURNMENT – Meeting was adjourned at 7:00 p.m.
- G. _____

Minutes approved on __Feb. 20, 2020_____.

TWO OR MORE MEMBERS OF THE VILLAGE OF BISCAYNE PARK COMMISSION AND OTHER VILLAGE BOARD MEMBERS MAY BE IN ATTENDANCE.

DECORUM - Any person making impertinent or slanderous remarks, or who becomes boisterous while addressing the Committee, shall be barred from further audience before the Committee by the presiding officer, unless permission to continue or again address the Committee is granted by the majority vote of the 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 Board 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.

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



VILLAGE OF BISCAYNE PARK
Village Commission Agenda Report
REGULAR MEETING

Item # 8.c

TO: Honorable Mayor & Members of the
Biscayne Park Village Commission

FROM: David Hernandez, Interim Village Manager

DATE: March 3, 2020

TITLE: Resolution 2020-11 – Mutual Aid Agreement with El Portal

Recommendation

Approval of Resolution 2020-11 – Mutual Aid Agreement with El Portal

Background

Resolution 2020-11 authorizes the appropriate Village officials to execute a Mutual Aid Agreement between the Village of Biscayne Park and the Village of El Portal. The Village of Biscayne Park and The Village of El Portal have a long-standing relationship to assist one another on an as needed basis for the provision of police services in the event of an emergency or natural disaster. This Agreement continues that relationship and authorizes each jurisdiction to render mutual aid to the other as the need arises.

Resource Impact

N/A

Attachment(s)

- Resolution 2020-11 and Mutual Aid Agreement
- Agreement w El Portal

Prepared by: David Hernandez, Interim Village Manager

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RESOLUTION NO. 2020-11

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

WHEREAS, the Village of Biscayne Park Police Department is committed to providing the Village’s residents with the highest level of public safety level of service to address any foreseeable routine or emergency situations; and,

WHEREAS, smaller municipalities such as Biscayne Park rely heavily on assistance from other police departments within Miami-Dade County to respond to both foreseeable and unforeseeable natural and man-made disasters and emergency situations; and,

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

WHEREAS, the participating Miami-Dade County municipalities have the authority under Chapter 23, *Florida Statutes*, “Florida Mutual Aid Act”, to enter into Mutual Aid Agreements; and,

WHEREAS, in consideration of the benefits provided by a Mutual Aid Agreement between the Village of El Portal and the Village of Biscayne Park, the Village desires to execute the Mutual Aid Agreement and Joint Declaration between the Village of El Portal and the Village of Biscayne Park attached hereto.

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

Section 1. Recitals. The above recitals are true and correct, and incorporated herein by this reference and are hereby adopted as the legislative and administrative findings of the Village Commission.

Section 2. Approval of Mutual Aid Agreement. The Mutual Aid Agreement attached hereto and incorporated by reference into this Resolution as Exhibit 1 is approved. The Village Manager and all other appropriate Village officials are authorized to execute the Mutual Aid Agreement between the Village of El Portal and the Village of Biscayne Park; and the Chief of Police is authorized to execute the Joint Declaration.

Section 3. Severability. If any section, sentence, clause or phrase herein is held to be invalid by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Resolution.

Section 4. Effective Date. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 3rd day of March, 2020.

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

4
5 Virginia "Ginny" O'Halpin, Mayor _____
6 William Tudor, Vice Mayor _____
7 Macdonald "Mac" Kennedy, Commissioner _____
8 Roxanna "Rox" Ross, Commissioner _____
9 Dan Samaria, Commissioner _____

10 VILLAGE OF BISCAYNE PARK

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13 _____
14 Virginia "Ginny" O'Halpin, Mayor

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17 ATTEST:

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20 _____
21 Roseann Prado, Village Clerk

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24 APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE
25 USE AND RELIANCE OF THE VILLAGE OF BISCAYNE PARK ONLY:

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27
28 _____
29 John R. Herin, Jr., Interim Village Attorney

MUTUAL AID AGREEMENT
Between the Village of El Portal
and the Village of Biscayne Park

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

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

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

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

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

SECTION 1: SHORT TITLE: Mutual Aid Agreement

SECTION II: DESCRIPTION

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

SECTION III: DEFINITIONS

- a. **Join Declaration:** A document which enumerates the various conditions or situations where aid may be requested or rendered pursuant to this Agreement, as determined by concerned agency heads. Subsequent to execution by concerned agency heads, the joint declaration shall be filed with the clerks of the respective political subdivisions and shall thereafter become part of this agreement. Said declaration may be amended or supplemented at any time by the agency heads by filing subsequent declarations with the clerks of the respective political subdivisions
- b. **Agency or participating law enforcement agency:** Either the Village of El Portal Police Department or the Village of Biscayne Park Police Department.

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

SECTION IV: OPERATIONS

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

- g. Whenever there is cause to believe that a complaint has arisen as a result of a cooperative effort as it may pertain to this agreement, the agency head or his/her designee of the requesting agency shall be responsible for the documentation of said complaint to ascertain at a minimum:
1. The identity of the complainant.
 2. An address where the complaining party can be contacted.
 3. The specific allegation
 4. The identity of the accused employee(s) without regard to agency affiliation

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

SECTION V: POWERS, PRIVILEGES, IMMUNITIES, COSTS

- a. All employees of the participating police department, including certified law enforcement employees as defined in Chapter 943, Florida Statutes, during such time that said employees are actually providing aid outside of the jurisdictional limits of the employing municipality pursuant to a request for aid made in accordance with this Agreement, shall, pursuant to the provisions of Chapter 23, Florida Statutes, have the same powers, duties, rights, privileges, and immunities as if they were performing their duties in the political subdivision in which they are normally employed.
- b. The political subdivision having financial responsibility for the law enforcement agency providing services, personnel, equipment, or facilities pursuant to the provisions of this Agreement shall bear any loss or damage to same and shall pay any and all expenses incurred in the maintenance and operation of same.
- c. The political subdivision having financial responsibility for the law enforcement agency providing aid pursuant to this Agreement shall compensate all of its employment rendering aid pursuant to this Agreement, during the time of the rendering of such aid, and shall defray the actual travel and maintenance expenses of such employees while they are rendering such aid. Such compensation shall include any amounts paid or due for compensation due to personal injury or death while such employees are engaged in rendering such aid. Such compensation shall also include all benefits normally due such employees.
- d. All exemptions from ordinance and rules, and all pension, insurance, relief, disability, worker's compensation, salary, death, and other benefits which apply to the activity of such officers, agents, or employees of any such agency, when performing their respective functions within the territorial limits of their respective agencies, shall apply to them to the same degree, manner, and extent while engaged in the performance of their functions and duties extraterritorially under the provisions of the Mutual Aid Agreement. The provisions of this Agreement shall apply with equal effect to paid and auxiliary employees.
- e. Nothing herein shall prevent the requesting agency from requesting supplemental appropriations from the governing authority having budgeting jurisdiction to reimburse the assisting agency for any actual costs or expenses incurred by the assisting agency performing hereunder.

- f. Nothing in this agreement is intended or is to be construed as any transfer or contracting away of the powers or functions of one party hereto to the other.
- g. This agreement creates no rights or benefits in favor of any third parties and there are no intended third party beneficiaries with regard to the provisions herein.

SECTION VI: INDEMNIFICATION

- a. The political subdivisions having financial responsibility for the law enforcement agency providing aid pursuant to this Agreement, agrees to hold harmless, defend, and indemnify the requesting law enforcement agency and its political subdivision in any suit, action or claim for damages resulting from any and all acts or conduct of employees of said providing agency while providing aid pursuant to this Agreement, subject to Chapter 768, Florida Statutes, where applicable.
- b. Each party engaging in any mutual cooperation or assistance, pursuant to this agreement, agrees to assume responsibilities for the acts, omissions, or conduct of such party's own employees while engaged in rendering aid pursuant to this Mutual Aid Agreement, subject to the provisions of § 768.28, Florida Statutes, where applicable.
- c. Each party shall provide satisfactory proof of liability insurance or self insurance by one or more of the means specified in § 768.28(15)(a), Florida Statutes, in an amount which is, in the judgment of the governing body of that party, at least adequate to cover the risk to which that party may be exposed. Should insurance coverage, however provided, of any party be cancelled or undergo material change, that party shall notify all parties to this agreement of such change within ten (10) days of receipt of notice or actual knowledge of such change.

SECTION VII: FORFEITURES

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

SECTION VIII: CONFLICTS

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

SECTION IX: EFFECTIVE DATE

This agreement shall take effect upon execution and approval by the hereinafter named officials and shall continue in full force and effect until December 30, 2025. Under no circumstances may this agreement be renewed, amended, or extended except in writing.

SECTION X: CANCELLATION

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

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

Christia Alou
Village Manager
Village of El Portal

David Hernandez
Interim Village Manager
Village of Biscayne Park

Date: _____

Date: _____

ATTEST:

ATTEST:

Yenise Jacobi
Village Clerk
Village of El Portal

Roseann Prado
Village Clerk
Village of Biscayne Park

Approved as to form
and legal sufficiency:

Approved as to form
and legal sufficiency:

Norman Powell
Village Attorney
Village of El Portal

John R. Herin Jr.
Interim Village Attorney
Village of Biscayne Park

Filing the mutual aid agreement: Section 23.12254(4), Florida Statutes, requires the filing of a copy of the signed Mutual Aid Agreement with FDLE within 14 days after signature. Filing may be accomplished by either mailing to FDLE, PO Box 1489, Tallahassee, FL 32302, Attention: Mutual Aid, or by fax to (904) 488 1760.



VILLAGE OF BISCAYNE PARK
Village Commission Agenda Report
REGULAR MEETING

Item # 8.d

TO: Honorable Mayor & Members of the
Biscayne Park Village Commission

FROM: David Hernandez, Interim Village Manager

DATE: March 3, 2020

TITLE: Resolution No. 2020-12 - Vehicle Fuel Purchase Agreement

Recommendation

Approval of Resolution 2020-12 - Vehicle Fuel Purchase Agreement with City of North Miami

Background

Resolution 2020-11 authorizes the appropriate Village officials to execute an agreement between the Village and the City of North Miami wherein the Village can purchase fuel on an as needed and emergency basis from the City. This agreement provides Village staff the ability to fuel our Village vehicles at the City's motor pool facility should the need arise due to a power loss such as in a natural disaster. This agreement is substantially comparable to past agreements with the City of North Miami for past fuel purchases and the City has proven to be a reliable partner.

Resource Impact

Fuel purchases under this agreement would come out of previously appropriated funds for this purpose.

Attachment(s)

- Resolution 2020-12
- Agreement Vehicle Fuel

Prepared by: David Hernandez, Interim Village Manager

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RESOLUTION NO. 2020-12

A RESOLUTION OF THE MAYOR AND VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA, AUTHORIZING THE VILLAGE MANAGER TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF NORTH MIAMI AND THE VILLAGE OF BISCAYNE PARK, AUTHORIZING THE VILLAGE TO PURCHASE DIESEL AND UNLEADED FUEL FROM THE CITY OF NORTH MIAMI FOR SERVICE VEHICLES OWNED BY THE VILLAGE OF BISCAYNE PARK; PROVIDING FOR AN EFFECTIVE DATE.

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WHEREAS, the City of North Miami (“City”) has a fueling facility located at 1855 NE 142nd Street, North Miami, capable of dispensing diesel and unleaded fuel for the operation of City owned vehicles; and

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WHEREAS, the Village of Biscayne Park, Florida (“Village”) desires to purchase diesel and unleaded fuel from the City for the operation of Village owned service vehicles; and

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WHEREAS, the Village Commission finds it to be in the best interests of the Village and its residents to authorize the appropriate Village officials to execute the Vehicle Fueling Services Agreement between the City and the Village.

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

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Section 1. Recitals. The above recitals are true and correct, and incorporated herein by this reference and are hereby adopted as the legislative and administrative findings of the Village Commission.

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Section 2. Vehicle Fueling Service Agreement. The appropriate Village officials are hereby authorized to execute the Vehicle Fueling Services Agreement between the City and the Village, attached hereto and incorporated herein as Exhibit “1”, authorizing the Village to purchase diesel and unleaded fuel from the City for the operation of service vehicles owned by the Village.

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Section 3. Severability. If any section, sentence, clause or phrase herein is held to be invalid by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Resolution.

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Section 4. Effective Date. This Resolution shall become effective immediately upon its adoption.

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44
PASSED AND ADOPTED this 3rd day of March, 2020.

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

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Virginia “Ginny” O’Halpin, Mayor _____

1 William Tudor, Vice Mayor _____
2 Macdonald "Mac" Kennedy, Commissioner _____
3 Roxanna "Rox" Ross, Commissioner _____
4 Dan Samaria, Commissioner _____

5
6 VILLAGE OF BISCAYNE PARK

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8 _____
9 Virginia "Ginny" O'Halpin, Mayor

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11 ATTEST:

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13 _____
14 Roseann Prado, Village Clerk

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18 APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE
19 USE AND RELIANCE OF THE VILLAGE OF BISCAYNE PARK ONLY:

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23 _____
24 John R. Herin, Jr., Interim Village Attorney

**CITY OF NORTH MIAMI
VEHICLE FUELING SERVICES AGREEMENT**

THIS VEHICLE FUELING SERVICES AGREEMENT (“Agreement”) is made and entered into this ____ day of _____, 2020, between the City of North Miami, a Florida municipal corporation, located at 776 NE 125th Street, North Miami, FL 33161 (“City”) and the Village of Biscayne Park, a Florida municipal corporation, having its principal office at 640 NE 114th Street, Biscayne Park, FL 33161 (“Village”). The City and Village shall collectively be referred to as the “Parties”, and each may individually be referred to as a “Party”.

RECITALS

WHEREAS, the City has a fueling facility located at 1855 NE 142nd Street, North Miami, capable of dispensing diesel and unleaded fuel for City owned vehicles (“Motor Pool”); and

WHEREAS, the Village desires to purchase diesel and unleaded fuel from the City for a number of service vehicles owned by the Village.

NOW THEREFORE, in consideration of the mutual terms and conditions set forth herein and other good and valuable consideration, the Parties hereto agree as follows:

1. SCOPE OF AGREEMENT

- 1.1 Upon request by the Village, the City shall allow Village service vehicles to enter the Motor Pool fueling facility and allow Village employees to fuel Village service vehicles. Fueling shall be permitted according to an agreed schedule approved by the City.
- 1.2 The Village and the City shall each designate a representative to carry out the responsibilities for the direction and administration of this Agreement.

2. TERM OF THE AGREEMENT

- 2.1 This Agreement shall become effective upon execution by both Parties and shall remain in effect through December 31, 2025, unless sooner terminated pursuant to Section 3 below. The Parties shall have three (3) options to renew this Agreement in writing, on a year-by-year basis.

3. TERMINATION

- 3.1 Either Party may terminate this Agreement at any time, with or without cause, upon thirty (30) days written notice to the other Party.

6. INDEMNIFICATION

- 6.1 The Village shall, to the extent allowed by law, indemnify, defend and hold harmless the City, its officers, employees and agents from any and all liability, losses or damages, including attorney's fees and costs of defense, which the City, its officers, employees, or agents may suffer as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Village, its employees, agents, servants, partners, principals or subcontractors.
- 6.2 Each Party shall pay all claims and losses in connection with their negligence or responsibilities concerning this Agreement and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the City where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue.

7. LIMITATION OF LIABILITY

- 7.1 The City desires to enter into this Agreement only if in so doing the City can place a limit on its liability for any cause of action for money damages arising out of this Agreement, so that its liability for any such breach never exceeds the sum of One Hundred Dollars (\$100.00). The Village expresses its willingness to enter into this Agreement with recovery from the City for any damage action for breach of contract or for any action or claim arising from this Agreement to be limited to a maximum amount of One Hundred Dollars (\$100.00).
- 7.2 Accordingly, and notwithstanding any other term or condition of this Agreement, the Village agrees that the City shall not be liable to the Village for damages in an amount in excess of One Hundred Dollars (\$100.00), which amount shall be reduced by the amount actually paid to the City by Village pursuant to this Agreement, for any action or claim for breach of contract or for any action or claim arising out of this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed upon the City's liability as set forth in Chapter 768, Florida Statutes (2016).

8. FORCE MAJEURE

- 8.1 A "Force Majeure Event" shall mean an act of God, act of governmental body or military authority, fire, explosion, power failure, flood, storm, hurricane, sink hole, other natural disasters, epidemic, riot or civil disturbance, war or terrorism, sabotage, insurrection, blockade, or embargo. In the event that either Party is delayed in the performance of any act or obligation pursuant to or required by the Agreement by reason of a Force Majeure Event, the time for required completion of such act or obligation shall be extended by the number of days equal to the total number of days, if any, that such Party is actually delayed by such Force Majeure Event. The Party seeking delay in performance shall give notice to

the other Party specifying the anticipated duration of the delay, and if such delay shall extend beyond the duration specified in such notice, additional notice shall be repeated no less than monthly so long as such delay due to a Force Majeure Event continues. Any Party seeking delay in performance due to a Force Majeure Event shall use its best efforts to rectify any condition causing such delay and shall cooperate with the other Party to overcome any delay that has resulted.

9. MISCELLANEOUS PROVISIONS

- 9.1 No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing.
- 9.2 All representations, indemnifications, warranties and guarantees made in, required by, or given in accordance with this Agreement, shall survive final payment, completion and acceptance of the fueling services and termination or completion of this Agreement.
- 9.3 Should any provision, paragraph, sentence, word or phrase contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Florida, such provision, paragraph, sentence, word or phrase shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable, then same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect or limitation of its use.
- 9.4 This Agreement constitutes the sole and entire agreement between the Parties. No modification or amendments to this Agreement shall be binding on either Party unless in writing and signed by both Parties.
- 9.5 This Agreement shall be construed and enforced according to the laws of the State of Florida. Venue in any proceedings between the Parties shall be in Miami-Dade County, Florida.
- 9.6 This Agreement shall be binding upon the Parties herein, their heirs, executors, legal representatives, successors and assigns.
- 9.7 In the event of any dispute arising under or related to this Agreement, the prevailing party shall be entitled to recover all actual attorney fees, costs and expenses incurred by it in connection with that dispute and/or the enforcement of this Agreement, including all such actual attorney fees, costs and expenses at all judicial levels, including appeal, until such dispute is resolved with finality.
- 9.8 This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which, when taken together, shall constitute one and the same Agreement.

9.9 This Agreement contains the entire Agreement between the Parties. The Parties represent that in entering into this Agreement, they have not relied on any previous oral or implied representation, inducements or understandings of any kind or nature. No modifications shall be effective unless in writing and signed by both Parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement by their respective proper officers duly authorized the day and year first written above.

ATTEST:

Village of Biscayne Park, a Florida
municipal corporation: **“Village”**:

By: _____
Village Clerk

By: _____
Interim Village Manager

Print Name: Roseann Prado

Print Name: David Hernandez

Date: _____

Date: _____

ATTEST:

City of North Miami, a Florida municipal
Corporation: **“City”**

By: _____
Vanessa Joseph, Esq.
City Clerk

By: _____
Larry M. Spring, Jr., CPA
City Manager

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: _____
Jeff P. H. Cazeau, Esq.
City Attorney



VILLAGE OF BISCAYNE PARK
Village Commission Agenda Report
REGULAR MEETING

Item # 8.e

TO: Honorable Mayor & Members of the
Biscayne Park Village Commission

FROM: David Hernandez, Interim Village Manager

DATE: March 3, 2020

TITLE: Resolution No. 2020-14 - Engagement of John R. Herin, Jr. & Fox
Rothschild LLP as Interim Village Attorney

Recommendation

Adoption of Resolution No. 2020-14 ratifying the Commission action at its regular meeting on February 4, 2020 and the special call meeting on February 11, 2020 appointing John R. Herin, Jr & Fox Rothschild LLP as the Interim Village Attorney.

Background

On February 4, 2020, during its Regular Commission meeting, the Village Commission waived the 30-day notice requirement for the previous Village Attorney, Rebecca Rodriguez of GrayRobinson P.A., which submitted its resignation to the Village Commission by letter dated January 29, 2020. Thereafter, the Village Commission appointed Mr. John R. Herin Jr. with the law firm of Fox Rothschild LLP to serve as the Interim Village Attorney. The Village Commission subsequently ratified those actions at its Special Call Commission Meeting on February 11, 2020.

Resource Impact

Yearly budgeted amount of \$ 75,000.

Attachment(s)

- Resolution 2020-14

Prepared by: Roseann Prado, Village Clerk

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RESOLUTION NO. 2020-14

A RESOLUTION OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA; AUTHORIZING THE MAYOR TO EXECUTE THE ENGAGEMENT LETTER AGREEMENT FOR INTERIM VILLAGE ATTORNEY BETWEEN FOX ROTHSCHILD, LLP AND THE VILLAGE OF BISCAYNE PARK FOR PROFESSIONAL LEGAL SERVICES AND EXPEND BUDGETED FUNDS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Section 3.02 of the Village of Biscayne Park Charter, the Village Commission shall appoint an attorney licensed to practice law in the State of Florida to serve as the Village Attorney; and,

WHEREAS, the Village Commission publicly appointed Mr. John R. Herin Jr. with the law firm of Fox Rothschild LLP at the Regular Commission meeting of February 4, 2020 to serve as the Interim Village Attorney; and,

WHEREAS, the Village Commission at the same Regular Commission Meeting of February 04, 2020, waived the 30-day notice requirement for the previous Village Attorney, Rebecca Rodriguez of GrayRobinson P.A., which submitted its resignation to the Village Commission by letter dated January 29, 2020.

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

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

Section 2. The Village Commission of the Village of Biscayne Park hereby approves the engagement letter between the law firm of Fox Rothschild LLP and the Village of Biscayne Park for Interim Village Attorney substantially in the form attached as Exhibit 1 (“Engagement Letter”), and incorporated by reference into this Resolution. The Village Commission authorizes the Mayor to execute the Engagement Letter and expend budgeted funds on behalf of the Village.

Section 3. This Resolution ratifies the actions taken by the Village Commission at its February 4, 2020 Regular Commission meeting and February 11, 2020, Special Call Commission Meeting.

Section 4. This Resolution shall become effective upon adoption.

PASSED AND ADOPTED this 11th day of February, 2020.

The foregoing Resolution was offered by Mayor O’Halpin, who moved its adoption. The motion was seconded by Commissioner Samaria, and upon being put to a vote the vote was as follows:

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Virginia "Ginny" O'Halpin, Mayor _____
William Tudor, Vice Mayor _____
Macdonald "Mac" Kennedy, Commissioner _____
Roxanna "Rox" Ross, Commissioner _____
Dan Samaria, Commissioner _____

VILLAGE OF BISCAYNE PARK

Virginia "Ginny" O'Halpin, Mayor

ATTEST:

Roseann Prado, Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE
USE AND RELIANCE OF THE VILLAGE OF BISCAYNE PARK ONLY:

John R. Herin, Jr., Interim Village Attorney



Fox Rothschild LLP
ATTORNEYS AT LAW

One Biscayne Tower
2 South Biscayne Boulevard, Suite 2750
Miami, FL 33131-3407
Tel 305.442.6540 Fax 305.442.6541
www.foxrothschild.com

JOHN R. HERIN, JR.
DIRECT DIAL: 786- 501-7377
EMAIL ADDRESS: JHerin@foxrothschild.com

February 5, 2020

David Hernandez
Interim Village Manager
Village of Biscayne Park
600 NE 114th Street
Biscayne Park, FL 33161

Re: Fox Rothschild LLP Engagement Letter

Dear Mr. Hernandez:

This letter will confirm that the Village of Biscayne Park, acting through its duly elected Village Commission (“Client”) has retained Fox Rothschild LLP (“Firm”) to represent Client in connection with the matter described below. The Engagement Letter (“Letter”), along with the attached Standard Terms of Engagement (“Standard Terms”), comprise the Engagement Agreement (“Agreement”) between Client and the Firm and explain the terms under which the Firm will provide legal services to Client in this matter (The Standard Terms are attached hereto and incorporated by reference as Exhibit 1).

Scope of Work. Client has engaged the Firm to serve as the Interim Village Attorney as provided for in Section 3.02 of the Village Charter (“Engagement”).

Identity of Client. The Firm’s only client in the Engagement is the party identified as Client in the first paragraph of this Letter. Except as provided for in the Village Charter and applicable state law, the Engagement is not an agreement to represent any of Client’s affiliates, subsidiaries, parents or related individuals, officers, directors, partners, members, shareholders, employees, independent contractors or agents (collectively, “Affiliates”) unless the Firm has specifically agreed to do so in writing. Client agrees that the Firm’s representation of Client in the Engagement does not give rise to an attorney-client relationship between the Firm and any of Client’s Affiliates. Further, unless prohibited by applicable Florida Bar rules, the Firm’s representation of Client in the Engagement will not give rise to any conflict of interest in the event other clients of the Firm are adverse to any of Client’s Affiliates.

A Pennsylvania Limited Liability Partnership

California Colorado Connecticut Delaware District of Columbia Florida Illinois
Minnesota Nevada New Jersey New York Pennsylvania Texas Washington



Fox Rothschild LLP
ATTORNEYS AT LAW

David Hernandez
Interim Village Manager
Village of Biscayne Park
February 7, 2020
Page 2

Client has agreed that the Village Manager (Interim or otherwise) will be the contact person (“Contact”) for Client throughout the duration of the Engagement and that all Invoices should be sent to Contact for processing and payment.

Fees and Billing. The Firm’s minimum fee will be determined by the amount of time spent on the Engagement multiplied by the applicable hourly billing rates. Each of the Firm’s billing professionals and other personnel are assigned an hourly rate that reflects that person’s experience, skills, reputation, and ability, as well as prevailing market demand. The Firm’s billing rates currently range from \$235 to \$965 per hour for lawyers and from \$140 to \$425 per hour for paralegals. All dollar amounts reflected in the Agreement are in United States Dollars. The Firm’s time will be recorded in increments of rounded tenths of an hour, with one-tenth (0.1) being the minimum for any activity. The following attorneys and, if applicable, paralegals, will be working on the Engagement at the indicated hourly rates:

John R. Herin, Jr. (\$225)

The Firm reserves the right to revise the staffing of the Engagement as it deems efficient. If, at any time, Client has any questions concerning the staffing of the Engagement, please contact me immediately. The Firm’s billing rates are adjusted from time to time, generally once a year, usually in June, to reflect then current levels of legal experience, changes in overhead costs, market conditions or other appropriate considerations.

The Firm typically incurs costs in connection with the Engagement. These costs include postage, delivery charges, facsimile and photocopy charges, computerized legal research and related expenses, travel expenses including parking, mileage, meals and hotel costs, and use of outside service providers including printers or experts. In litigation matters, such expenses may also include filing fees, deposition costs, process servers, e-discovery costs and technician time, court reporters and witness fees. Client agrees to reimburse the Firm for any costs and expenses incurred in the course of the Engagement. If the Firm anticipates that substantial expenses will be incurred on Client’s behalf, the Firm will advise Client and the Firm may request that Client pay these expenses directly.

The Firm will issue regular Invoices that detail the fees and costs incurred in the Engagement (“Invoices”), usually on a monthly basis. The time charged will include all time the Firm devotes to the Engagement.

Payment is due within thirty (30) days from the date of Invoices. Unpaid Invoices will accrue interest at the maximum rate permitted by applicable laws. If an Invoice is not timely paid, the Firm may withdraw from the Engagement. If necessary, the Firm shall file a motion with the court to withdraw as counsel in the Engagement and Client shall not oppose said motion.



Fox Rothschild LLP
ATTORNEYS AT LAW

David Hernandez
Interim Village Manager
Village of Biscayne Park
February 7, 2020
Page 3

Although the Firm attempts to capture all fees charged and disbursements made on Client's behalf through the closing date set forth in each Invoice, there may be fees or charges for a particular time period that will not appear on certain Invoices. Any such fees or charges will appear on subsequent Invoices.

No individual except the Firmwide Managing Partner, or his/her designee, has the authority to modify the Invoices submitted to Client.

Security for Financial Obligations. Florida law provides the Firm with the right to impose a lien upon and retain, as security for payment of the Firm's Invoices, all documents, money and other intangibles and materials coming into the Firm's possession (except to the extent that such a lien on funds, deposited with the Firm in its client trust account, is prohibited). Additionally, the Firm can acquire a lien, to the extent permitted by law, on all judgments, awards, damages or other settlement, compromise, or court award then or thereafter obtained or achieved on Client's behalf in the Engagement, whether by the Client, by the Firm, or by any other attorneys who may succeed the Firm in the Engagement. These retaining and charging liens may be asserted by the Firm in such circumstances as the Firm believes to be necessary or appropriate.

No Retainer. No retainer is requested at this time. However, the Firm reserves the right to request retainers in the future.

Prospective Waiver. The Firm is a large law firm with many offices and represents many companies and individuals in numerous jurisdictions. It is possible that during the course of the Engagement another client will have a transaction with or a matter adverse to the Client unrelated to the Engagement or any subsequent engagement for the Client. Such matters may include, for example, a real estate transaction or land use matter, a bankruptcy matter, a financing matter, business counseling, corporate matter, a patent or intellectual property matter, or a labor and employment matter. This will confirm that the Client agrees that the Firm may continue to represent or may undertake in the future to represent existing or new clients in such matters not substantially related to the Engagement, even if the interests of such clients in those other matters are directly adverse to the Client. We agree, however, that the Client's prospective consent to conflicting representations contained in this paragraph will not apply to any litigation matters. Furthermore, the Firm agrees not to use any proprietary or other confidential information of a non-public nature concerning the Client acquired by the Firm as a result of the Engagement, to the Client's material disadvantage in connection with any matter in which the Firm is adverse to the Client. Client may wish to consult with independent counsel regarding this advance waiver.

Similarly, new lawyers frequently join the Firm. These lawyers may have represented parties adverse to Client while employed by other law firms or organizations. The Firm assumes that,



Fox Rothschild LLP
ATTORNEYS AT LAW

David Hernandez
Interim Village Manager
Village of Biscayne Park
February 7, 2020
Page 4

consistent with ethical standards, Client has no objection to the Firm's continuing representation of Client notwithstanding our lawyers' prior professional relationships.

Future Representation. If Client asks the Firm to take on an additional assignment in the future, Client and the Firm will reach a separate understanding covering that additional assignment, which understanding will be reflected in a separate writing, which may include e-mails.

Encryption of Electronic Email. We take data privacy very seriously. The Firm will first attempt to transmit all email to Client by means of the Transport Layer Security (TLS) protocol, which encrypts communications between Client's email server and the Firm's email server. Most major email providers support the TLS protocol, and it is considered a best practice in the security industry. If Client's email provider or server is not configured to receive communications sent with the TLS protocol, the Firm automatically will re-send those communications without using the TLS protocol and without any encryption during transmission. The Firm strongly recommends that Client send and receive email containing attorney-client privileged information, Personally Identifiable Information or Protected Health Information only by means of the TLS protocol. If Client is unable to receive email by means of the TLS protocol, please notify the undersigned and the Firm will use a third party service that will allow Client to retrieve its emails in a secure manner.

Conclusion. If Client has any questions about the Agreement, please contact me as soon as possible. Client may consult with separate counsel regarding this Agreement. This Agreement will take effect on the date when the Firm first performs legal services for Client.

We appreciate the opportunity and privilege to represent Client in the Engagement.

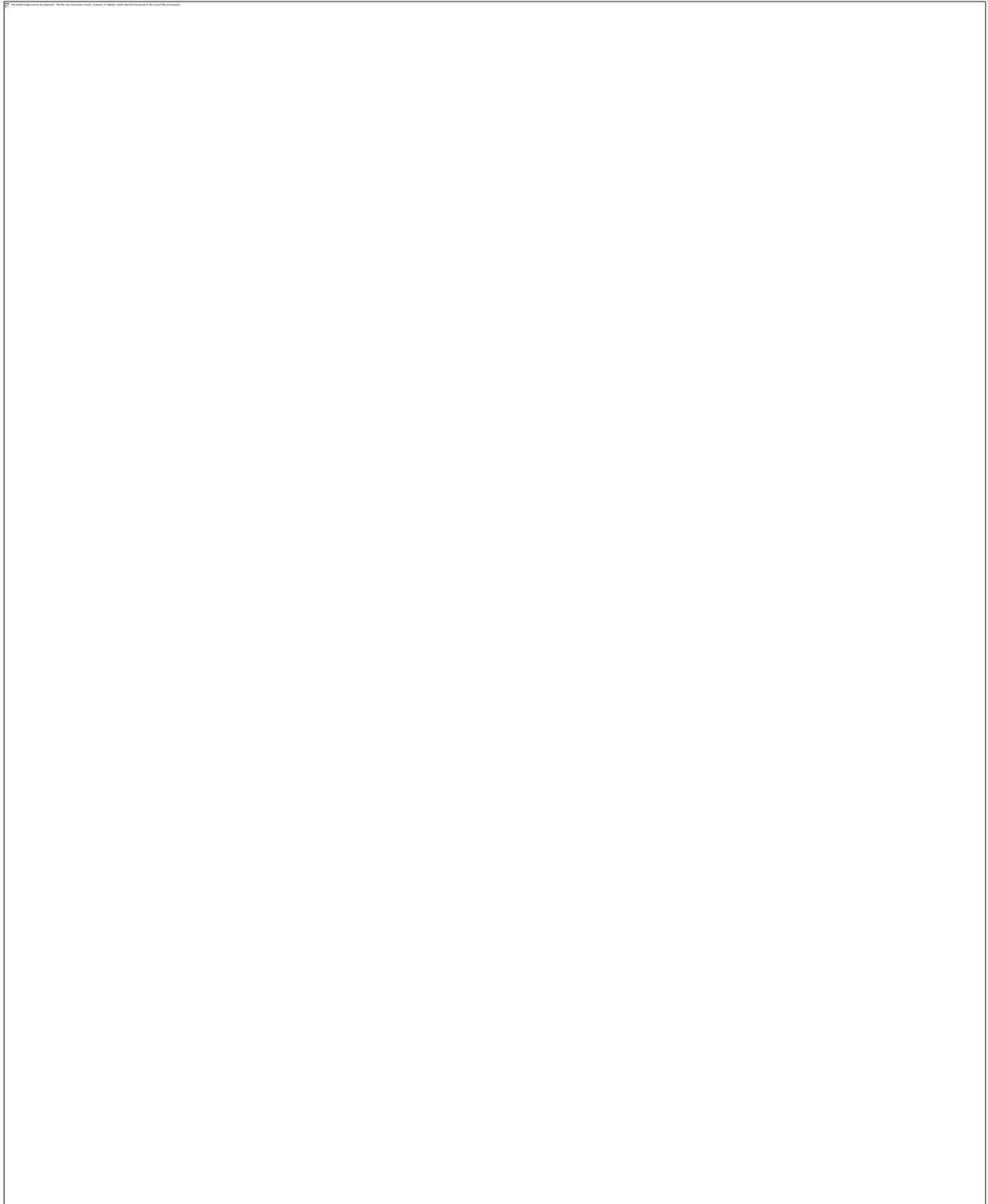
Sincerely,

John R. Herin, Jr.
For Fox Rothschild LLP
Enclosure



Fox Rothschild LLP
ATTORNEYS AT LAW

David Hernandez
Interim Village Manager
Village of Biscayne Park
February 7, 2020
Page 5



1 **WHEREAS**, on October 1, 2019, the Village Commission publicly discussed the drafting
2 this ordinance during its regular Commission meeting; and

3 **WHEREAS**, the Village Commission held a public hearing and first reading for this
4 ordinance during its regular Commission meeting on November 5, 2019;

5 **WHEREAS**, the ordinance passed the first reading on November 5, 2019; and

6 **WHEREAS**, on November __, 2019, the Village advertised a notice of the ordinance’s
7 second reading and proposed enactment in the Daily Business Review in compliance with Section
8 166.041(3)(a), Florida Statutes;

9 **NOW, THEREFORE, BE IT ORDAINED BY THE VILLAGE COMMISSION OF**
10 **THE VILLAGE OF BISCAYNE PARK, FLORIDA, AS FOLLOWS:**

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

14 **Section 2. Section 2-16 of the Village Code of Ordinances Amended.** Section 2-16
15 of the Code of Ordinances for the Village of Biscayne Park, Florida shall be amended to read as
16 follows:

17 Sec. 2-16. – Rules of procedure for Commission mMeetings and public workshops.

18
19 (a) GOVERNING RULES; AMENDMENT.

20
21 Except as may be provided in the Charter, the Code or by these rules, questions of order,
22 the methods of organization and the conduct of business of the Commission shall be
23 governed by Roberts’ Rules of Order (current edition).
24
25

1 (h) SPECIAL MEETINGS AND EMERGENCY MEETINGS.

2
3 (1) Special meetings. A special meeting of the Commission may be called by
4 the Village Mayor, or by four (4) the members of the Commission. The
5 Village Clerk shall forthwith serve verbal and written notice upon each
6 member of the Commission stating the date, hour and place of the special
7 meeting and the purpose for which such meeting is called, and no other
8 business shall be transacted at that meeting. At least twenty-four (24) hours
9 must elapse between the time the Clerk receives notice in writing and the
10 time the meeting is to be held.

11 A special meeting of the Village Commissions may be cancelled (1) by
12 resolution or motion adopted at a regular meeting by a majority of the
13 Commission members present, or (2) by three (3) members of the Village
14 Commission each individually serving a notice of request for cancellation
15 upon the Clerk, who shall provide public notice when a meeting is
16 cancelled. The Commission chambers shall be made available for a special
17 meeting whenever such a meeting is called.

18 (2) Emergency meetings. An emergency meeting of the Commission may be
19 called by the Village Mayor whenever in his or her opinion an emergency
20 exists which requires immediate action by the Commission. Whenever such
21 emergency meeting is called, the Village Mayor shall notify the Clerk who
22 shall forthwith serve either verbal or written notice upon each member of
23 the Commission, stating the date, hour and place of the meeting and the
24 purpose for which it is called, and no other business shall be transacted at
25 that meeting. At least twenty-four (24) hours shall elapse between the time
26 the Clerk receives notice of the meeting and the time the meeting is to be
27 held. An emergency meeting of the Village Commission may be cancelled
28 by resolution or motion adopted at a regular meeting by a simple majority
29 of the Commission members present. The Commission chambers shall be
30 made available for an emergency meeting whenever such a meeting is
31 called.

32 After an emergency meeting, the Commission shall publicly ratify both the
33 calling of the emergency meeting and any emergency actions taken therein,
34 during its next regular commission meeting by adoption of a resolution. A
35 simple majority vote of Commission members present is required for the
36 ratification.

37 (3) Notice to Commissioners. If after reasonable diligence, it is impossible to
38 give notice to each Commissioner, such failure shall not affect the legality
39 of the meeting if a quorum is present. The minutes of each special or
40 emergency meeting shall show the manner and method by which notice of
41 such special or emergency meeting was given to each member of the
42 Commission, or shall show a waiver of notice. All special or emergency
43 meetings shall be open to the public and shall be held and conducted in the

1 Village Hall, or other suitable location within the Village of Biscayne Park,
2 Florida. Minutes thereof shall be kept by the Clerk.

- 3 (4) Waiver of Requirements. No special or emergency meeting shall be held
4 unless notice thereof shall be given in compliance with the provisions of
5 this rule, or notice thereof is waived by a supermajority vote of the entire
6 membership of the Commission.

7
8 (i) PUBLIC WORKSHOPS.

- 9 (1) Purpose. The Commission may, by a simple majority vote, schedule a
10 public workshop to receive resident comments or publicly discuss any issue.
11 Workshops shall be scheduled publicly by a simple majority vote of
12 Commission members present, with a clear and express workshop objective
13 stated at the time of the vote.

- 14 (2) Duties of Sponsoring Commissioner. The sponsoring Commission member
15 who moved to schedule a public workshop must provide their supporting
16 documentation and materials for the workshop to the Village Clerk at least
17 one (1) week in advance of the workshop date. The Village Clerk shall post
18 the agenda and all supporting materials in advance of the workshop.

- 19 (3) No action items permitted. The Village Commission may not adopt any
20 resolutions or ordinances during a public workshop. This prohibition cannot
21 be waived by a vote of the Commission, even if said vote is unanimous.

22 (j) CANCELLATION PROCEDURES.

- 23 (1) Authority to cancel. The Village Manager shall have the authority to cancel
24 any scheduled Commission meeting or public workshop.

- 25 (2) Basis for cancellation. At the next regular Commission meeting, the Village
26 Manager shall provide the Village Commission with a written
27 memorandum explaining the basis for cancellation.

- 28 (3) Notice to public for cancellation. The Village Clerk shall post all meeting
29 and workshop cancellation notices on the Village website. The Village
30 Clerk shall also post cancellation notices at the entrances of Village Hall on
31 the date of the cancelled meeting.

32 (k) AGENDA FOR MEETINGS AND WORKSHOPS.

- 33 (1) Five day rule. A copy of each agenda item shall be furnished to the members
34 of the Commission not later than five (5) business days before a vote may
35 be called on the item. The provisions of this rule shall be deemed waived
36 unless asserted by a Commissioner before the board takes action on the
37 resolution, ordinance, motion or other item in question. This rule is not
38 applicable to special or emergency meetings called in compliance with the
39 Village Code and Charter.

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- (2) Publishing Agenda to the Public. The agenda for a regular commission meeting shall be published by the Village Clerk no later than the Friday prior to that meeting. This requirement does not apply to special commission meetings, nor emergency or time sensitive matters which may be added to an agenda due to exigent circumstances as provided herein.

 - (3) Minimum Standards for Proposed Agenda Items. Proposed agenda items must include a cover memorandum providing, at minimum, the following information:
 - (A) Background. The cover memorandum must include a general background of the item being presented to the Village Commission.

 - (B) Recommended Action. The cover memorandum must express a clear proposed course of action to the Village Commission.

 - (C) Financial Impact. The cover memorandum must include an estimated financial impact. The memorandum must expressly state whether the adopted budget allocated funds for the proposed item. In the event a proposed item is contingent upon receiving grant funds, the memorandum shall so state.

 - (D) Village Clerk. The Village Clerk shall ensure all agenda materials conform to the requirements provided herein. The Village Clerk shall promptly notify a submitter of a deficient proposed item and provide an opportunity to correct the materials to be included in the agenda.

 - (4) Emergency matters; time sensitive matters. A matter may be placed on the meeting agenda to meet a public emergency or other time sensitive circumstance. Items placed on the agenda as an emergency or time sensitive matter shall so state. The Commission must ratify the emergency or time sensitive circumstance by a majority vote of Commission members present for the item to proceed.

 - (5) Sponsorship; Authority to Sponsor or Present Agenda Items. A Commissioner, Village Manager, Village Attorney, Village Clerk, or Village department head may sponsor any report or memorandum to be presented before the Commission. A Village Commissioner may assume sponsorship of any ordinance, resolution, report, or other matter.

 - (6) Prime Sponsorship and Co-Sponsorship. When a resolution or ordinance is placed on the agenda at the request of a Commissioner, the Commissioner who requested the preparation of the item shall be designated as the prime sponsor. Any other commissioner who wishes to sponsor the resolution or

1 ordinance shall so state during agenda approval and be designated a co-
2 sponsor of the item.

3
4 (7) Limitation on Amount of Sponsored Agenda Items. No Commissioner shall
5 be a prime sponsor of a total of more than three (3) action items on a single
6 regular Commission agenda unless the Presiding Officer of the Commission
7 authorizes the placement of additional items on the agenda by a particular
8 Commissioner when approving the agenda. For purposes of this section, an
9 "action item" means an ordinance for first reading or a resolution. This
10 provision shall not be applied to ordinances or resolutions which are
11 intended to correct scrivener's errors, or have "rolled over" from a prior
12 meeting's agenda.

13 (8) Limitation on Deferral of Agenda Items. An agenda item shall be deemed
14 withdrawn upon its third deferral. The provisions of this subsection shall
15 not apply to the certification of any election, quasi-judicial matters, zoning
16 applications, or applications to amend the Village's Land Development
17 Code.

18 (9) Approval by Village Attorney. All ordinances, resolutions, and contract
19 documents, before presentation to the Village Commission, shall have been
20 reduced to writing and shall have been approved as to form and legality by
21 the Village Attorney. All reports or memoranda that supplement pending
22 ordinances or resolutions shall be presented to the Village Attorney for
23 review and approval for placement on the agenda, when such reports or
24 memoranda contain proposed amendatory language that can be used to
25 formulate amendments to ordinances or resolutions. Prior to presentation all
26 such documents may be referred to the head of the department under whose
27 jurisdiction the administration of the subject matter of the ordinance,
28 resolution or contract document would devolve.

29 (10) Approval by Commission. The proposed agenda must be voted on and
30 approved by a simple majority vote of the Commission during the meeting.
31 Amendments to the agenda, such as tabling, deferral, and removal must be
32 made at that time. Any action item not removed, tabled, or otherwise
33 deferred prior to the agenda approval vote must proceed to a vote during
34 that meeting and cannot be subsequently withdrawn.

35
36 (1) CONDUCT OF MEETINGS AND WORKSHOPS.

37 (1) Call to Order. Promptly at the hour set for each meeting, the members of
38 the Commission, the Village Attorney, the Village Manager and the Village
39 Clerk shall take their regular stations on the dais. The Presiding Officer
40 shall take the chair and shall call the Commission to order immediately. In
41 the absence of the Presiding Officer, the Village Clerk shall then determine
42 whether a quorum is present and in that event shall call for the election of a
43 temporary Presiding Officer. Upon the arrival of the Mayor or Vice-Mayor,

1 the temporary Presiding Officer shall relinquish the chair upon the
2 conclusion of the business immediately before the Commission.

3 (2) Roll Call. The Village Clerk shall call the roll of the members, and the
4 names of those present shall be entered in the minutes. The Village Clerk
5 shall note in the minutes when a Commissioner arrives after the
6 commencement of a Commission meeting, or if a Commissioner departs a
7 Commission meeting before it has adjourned.

8 (3) Quorum. A simple majority of the Commission members then in office
9 shall constitute a quorum. No ordinance, resolution, or motion shall be
10 adopted by the Commission without the affirmative vote of the majority of
11 all the members present. A quorum is required for public workshops.

12 (4) Failure to Maintain a Quorum. Should no quorum attend within fifteen
13 (15) minutes after the hour appointed for the meeting of the Commission,
14 the Presiding Officer, the Village Manager, or the Village Clerk may
15 adjourn the meeting until another hour or day unless, by unanimous
16 agreement, those members present select another time and continue the
17 meeting to a date certain. The names of the members present and their
18 action at such meeting shall be recorded in the minutes by the Village Clerk.

19
20 (m) RULES OF DECORUM.

21 (1) Preservation of Order. Meetings of a Commission as herein defined shall
22 be conducted in an orderly manner to ensure that the public has a full
23 opportunity to be heard and that the deliberative process of the Commission
24 is conducted as efficiently as possible. The Presiding Officer shall be
25 responsible for maintaining the order and decorum of meetings.

26 (2) Commission Members. The members of a Commission as herein defined
27 shall preserve order and decorum, and a member shall not by conversation
28 or other means delay or interrupt the Commission's proceedings, including
29 delaying or interrupting any person who is speaking who has been
30 recognized by the Presiding Officer.

31 (3) Village Staff Members. Employees of the Village shall observe the same
32 rules of order and decorum as those that apply to members of the
33 Commission.

34 (4) Persons Addressing the Commission. Members of the public are afforded
35 the opportunity to address the Commission on any item of interest to the
36 public that is within the subject matter jurisdiction of the Commission.
37 Members of the public must address members of the Village Commission
38 and Village Officials by their respective titles, and not by first name. Each
39 person who addresses the Commission shall do so in an orderly manner and
40 shall not make personal, impertinent, slanderous, or profane remarks to any

1 member of the Commission, staff, or general public that disrupt, disturb, or
2 otherwise impede the orderly conduct of any meeting of the Commission.

3 Any person who makes such remarks; or who utters loud, threatening,
4 personal, or abusive language; or engages in any other disorderly conduct
5 that disrupts, disturbs, or otherwise impedes the orderly conduct of any
6 meeting of the Commission, including, but not limited to, addressing the
7 Commission without being recognized, repetitiously addressing the same
8 subject, or failing to relinquish the podium when requested to do so, shall,
9 at the discretion of the Presiding Officer, be barred from further audience
10 before the Commission during that meeting.

11 (5) Members of the Audience. No person in the audience at a Commission
12 meeting shall engage in disorderly or boisterous conduct, including the
13 utterance of loud, threatening, or abusive language; whistling; stamping of
14 feet; or other acts which disturb, disrupt, or otherwise impede the orderly
15 conduct of any meeting of the Commission. Any person who conducts
16 himself or herself in the aforementioned manner shall, at the discretion of
17 the Presiding Officer, be barred from further audience before the
18 Commission during that meeting.

19 (6) Addressing the Village Commission. Any person wishing to address the
20 Commission regarding an item which is on the meeting agenda or is
21 otherwise within the subject matter jurisdiction of the Commission may
22 submit a request on the form provided, or he or she may seek recognition
23 by the Presiding Officer during discussion of any such item. Persons
24 wishing to discuss a non-agenda item may seek recognition by the Presiding
25 Officer during the Public Comment portion of the meeting. No person shall
26 address the Commission without first being recognized by the Presiding
27 Officer.

28 The following procedures shall be observed by persons addressing the
29 Commission:

30 (A) Each person shall speak from the podium provided for the use of the
31 public.

32 (B) Each person shall limit his or her remarks to three (3) minutes.

33 (7) Enforcement of Decorum. The rules of decorum set forth above shall be
34 enforced in the following manner:

35 (A) Warning. The Presiding Officer shall request that a person who is
36 violating the rules of decorum conform his or her behavior to these
37 rules.

1 (B) Instructed to Leave Meeting. If, after receiving a warning from the
2 Presiding Officer, a person persists in disturbing the meeting, the
3 Presiding Officer shall order the individual to leave the meeting.

4 (C) Removal. If such person does not remove himself or herself from the
5 meeting, the Presiding Officer may order any law enforcement
6 officer who is on duty at the meeting as Sergeant-at-Arms to remove
7 that person from the meeting.

8 Any law enforcement officer who is serving as Sergeant-at-arms
9 may carry out orders and instructions given by the Presiding Officer
10 for the purpose of maintaining order and decorum at the meeting.
11 Upon instruction of the Presiding Officer, the Sergeant-at-Arms
12 may remove any person(s) who is (are) disturbing the proceedings
13 of the Commission in violation of these rules from the meeting.

14 (D) Resisting Removal. Any person who resists removal by the
15 Sergeant-at-Arms may be charged with a violation of this section.

16 (E) Commission Override; Reinstatement. The Commission may, by a
17 simple majority vote, override the Presiding Officer's removal
18 determination and reinstate an individual's ability to attend any
19 meeting or public workshop.

20 (F) Citations and Arrests. Nothing in this section precludes the
21 Sergeant-at-Arms from utilizing their authority as a sworn law
22 enforcement officer to cite or arrest any individual for violating the
23 law, including, but not limited to, breach of the peace, disorderly
24 conduct, disorderly intoxication, or trespass after warning.

25 (G) Clearing the Meeting Site. In the event that any meeting is willfully
26 interrupted by a group or groups of persons so as to render the
27 orderly conduct of such meeting unfeasible and order cannot be
28 restored by the removal of individuals who are willfully interrupting
29 the meeting, the Presiding Officer may order the room cleared and
30 continue in session. The Presiding Officer may subsequently
31 readmit individuals not believed to be responsible for creating the
32 disturbance into the meeting. If a meeting of the Commission is
33 disturbed or disrupted in such a manner as to make unfeasible or
34 improbable the restoration of order, the meeting may be adjourned
35 or continued at the discretion of the Presiding Officer, and any
36 remaining business of the Commission may be considered at the
37 next scheduled Commission meeting.

38 (8) Rules for recording meetings. As permitted by Florida Statutes, members of
39 the public are permitted to record any open and public Commission

1 meeting. In order to provide for the recording of such meetings by members
2 of the public, the Village has developed the following guidelines:

3 (A) The recording procedure must not disrupt, disturb, or otherwise
4 impede the conduct of the meeting. A disruption or disturbance of
5 the orderly conduct of the meeting can include, but is not limited to,
6 the following:

7 1. Obstructing the view of audience/staff members.

8 2. Creating noise that keeps audience/staff members from
9 hearing the proceedings.

10 3. Treating potential interviewees, and/or conducting
11 interviews, in a belligerent manner.

12 4. Interfering with the Village's audio and/or recording
13 equipment for the meeting. This includes, but is not limited
14 to, the use of equipment which creates beeping, radio noise,
15 or static interference "white noise" with Village equipment
16 during the pendency of a Commission meeting.

17 (B) Placement of video recording equipment/crew:

18 1. When recording is taking place in the meeting chambers,
19 video cameras, tripods, and/or crew shall be located in the
20 back corner of the room and shall be situated so the public is
21 able to safely walk around the room's aisles and perimeter
22 without being impeded by such video cameras, tripods,
23 and/or crew.

24 2. When recording is taking place at a meeting of a
25 Commission herein defined at a location other than the
26 Village Council Chambers, video cameras, tripods, and/or
27 crew shall be situated so neither the view nor the circulation
28 of the audience or staff is impeded.

29 3. All audio/electrical cords must be securely taped or covered
30 with a mat.

31 4. No recording devices may be placed on the dais, podium, or
32 other Village-owned apparatus.

33 (C) Village staff is in charge of enforcing the recording guidelines at the
34 meeting site. The Presiding Officer may instruct the Sergeant-at-
35 arms to unplug or otherwise remove any equipment which fails to
36 conform with the rules provided herein.

1 (n) PUBLIC PARTICIPATION.

2 (1) Persons authorized on the dais; approaching dais prohibited. No person,
3 except Village officers or their representatives, shall be permitted on the
4 dais unless authorized by the Presiding Officer or a majority vote of the
5 Commission. Unauthorized individuals approaching the dais is strictly
6 prohibited and may result in removal from the Commission meeting.

7 (2) Registration of speakers for public hearing items.

8 (A) The Village Clerk shall prepare appropriate sign-in sheets for public
9 hearing items which should indicate the speaker's name, the public
10 hearing item on which he or she is speaking, and whether he or she
11 is speaking in favor of or against the proposed item.

12 (B) On the day of the meeting or workshop, a person desiring to speak
13 shall sign in with the Village Clerk, at least five (5) minutes prior to
14 the commencement of the discussion on the item, at a registration
15 table in the meeting chambers.

16 (C) Failure to comply with the registration provisions of this rule shall
17 prohibit a person from speaking on any public hearing item for
18 which he or she is not properly signed-in.

19 (3) Addressing the Commission, manner, time for public hearing items. Each
20 person, other than salaried members of the Village staff, who addresses the
21 Commission or a committee shall step up to a podium and shall give the
22 following information in an audible tone of voice for the minutes:

23 (A) Name;

24 (B) Address;

25 (C) Whether the person speaks on his or her own behalf, a group of
26 persons, or a third party; or if the person represents an organization;
27 and whether the view expressed by the speaker represents an
28 established policy of the organization approved by the board or
29 governing council;

30 (D) Compensation, if any, including in-kind compensation;

31 (E) Whether the person or any immediate family member has a personal
32 financial interest in the pending matter, other than as set forth in (d).

33 Unless further time is granted by the Commission or committee, the
34 statement on a public hearing item shall be limited to three (3) minutes. All
35 remarks shall be addressed to the Commission or committee as a body and
36 not to any member thereof. No person, other than Commissioners and the
37 person having the floor, shall be permitted to enter into any discussion,
38 either directly or through a member of the Commission, without the
39 permission of the Presiding Officer. No question shall be asked directly to
40 a Commissioner except through the Presiding Officer.

1 (o) RULES OF DEBATE.

- 2 (1) Questions under consideration. When a motion is presented and seconded,
3 it is under consideration and no other motion shall be received thereafter,
4 except to adjourn, to lay on the table, to postpone, or to amend until the
5 question is decided. These motions shall have preference in the order in
6 which they are mentioned and the first two (2) shall be decided without
7 debate. Final action upon a pending motion may be deferred until a date
8 certain by a simple majority vote of the Commission members present.
- 9 (2) Getting the floor, improper references to be avoided. Every member
10 desiring to speak for any purpose shall address the Presiding Officer, and
11 upon recognition, shall be confined to the question under debate, avoiding
12 all personalities and indecorous language.
- 13 (3) Interruption; call to order; appeal a ruling of the chair. A Commission
14 member, once recognized, shall not be interrupted when speaking unless it
15 be a call to order or as herein otherwise provided. Should a member be
16 called to order, the member shall cease speaking until the question of order
17 be determined by the Presiding Officer, and if in order the member shall be
18 permitted to proceed. Any member may appeal to the Commission from the
19 decision of the Presiding Officer upon a question of order, when, without
20 debate, the Presiding Officer shall submit to the Commission the question,
21 "Shall the decision of the Chair be sustained?" and the Commission shall
22 decide by a majority vote.
- 23 (4) Privilege of closing debate. The Commissioner sponsoring or moving the
24 adoption of an ordinance, resolution or motion shall have the privilege of
25 closing the debate.
- 26 (5) Method of voting. Voting shall be by roll call, voice vote, or paper ballot.
27 Upon every roll call vote the Village Clerk shall call names of the
28 Commissioners alphabetically by title and surname. The Village Clerk shall
29 call the roll, tabulate the votes, and announce the results. The vote upon
30 every resolution and ordinance shall be taken by roll call. Board
31 appointments may be made by paper ballot which clearly identify the
32 Commissioner voting, but must be announced and confirmed thereafter by
33 roll call. The Village Clerk must incorporate copies of the paper ballots in
34 the minutes from the meeting.
- 35 (6) Explanation of vote; conflicts of interest. Upon any roll call, there shall be
36 no discussion by any commissioner voting, and the commissioner shall vote
37 yes or no. A commissioner shall have the privilege of filing with the clerk a
38 written explanation of his or her vote.
- 39 Any commissioner with a conflict of interest on a particular matter shall:
40 (1) announce publicly at the meeting the nature of the conflict before the
41 matter is heard; (2) absent himself or herself from the commission chambers
42 during that portion of the meeting when the matter is considered; and (3)
43 file a written disclosure of the nature of the conflict with the Village Clerk

1 consistent with state and local ethics rules. The filing of the State of Florida
2 form prescribed for written disclosure of a voting conflict shall constitute
3 compliance with this subsection. Any such Commissioner who does not
4 leave the chambers shall be deemed absent for purposes of constituting a
5 quorum, counting the vote, or for any other purpose.

6 (7) Tie votes. Whenever action cannot be taken because the vote of the
7 commissioners has resulted in a tie, and no other available motion on an
8 item is made and approved before the next item is called for consideration
9 or before a recess or adjournment is called, whichever occurs first, the item
10 shall be carried over to the next regularly scheduled meeting for the
11 consideration and Commission vote.

12 (8) Vote change. Any Commissioner may change his or her vote before the next
13 item is called for consideration, or before a recess or adjournment is called
14 whichever occurs first, but not thereafter.

15 (9) No motion or second. If an agenda item fails to receive a motion or second,
16 it shall be removed from the agenda and may only be reintroduced thereafter
17 in accordance with the renewal provisions of this section.

18 (10) Item Reconsideration. An action of the commission may be reconsidered
19 only at the same meeting at which the action was taken or at the next regular
20 meeting thereafter. A motion to reconsider may be made only by a
21 Commissioner who voted on the prevailing side of the question and must
22 be concurred in by a majority of those present at the meeting. A motion to
23 reconsider an item resulting in a tie vote is not in order, and no such motion
24 shall be reconsidered. A motion to reconsider shall not be considered unless
25 at least the same number of commissioners is present as participated in the
26 original vote, or upon affirmative supermajority vote of those
27 commissioners present. Adoption of a motion to reconsider shall rescind the
28 action reconsidered.

29 (11) Renewal. Once action is taken on a proposed ordinance or resolution,
30 neither the same matter nor its repeal or rescission may be brought before
31 the Commission again during the six (6) month period following the said
32 action, unless application for renewal is presented and approved by a
33 supermajority vote of the Commissioners present. An application for
34 renewal must be approved during a regular commission meeting prior to
35 that item being placed on a meeting agenda.

36 (12) Expiration of postponed items. Once an item before the Board is postponed
37 indefinitely, and no action is taken by the Board on such item for a period
38 of six (6) months following the latest postponement, such item shall be
39 deemed withdrawn. Consideration of the matter covered under the item
40 shall require the introduction of a new item.

41 (13) Recess. Any member of the Commission may move for a recess during a
42 pending meeting. The Presiding Officer has the authority to unilaterally

1 declare a recess in the interests of security, safety, and/or order during
2 Commission meetings.

3 (14) Adjournment. Any member of the Commission may move to adjourn a
4 meeting. A motion to adjourn will be approved if passed by a simply
5 majority vote of the Commission members present. A motion to adjourn
6 shall always be in order and decided without debate. The Presiding Officer
7 has the authority to unilaterally adjourn a meeting in the interests of
8 security, safety, and/or order.

9 (15) Suspension of the rules. No rule of procedure provided herein shall be
10 suspended except by an affirmative supermajority vote of the
11 Commissioner members present.

12
13 (p) CENSURE.

14
15 (1) Censure defined. Censure is a formal act by the Commission, as a body,
16 which publicly condemns and reprimands an individual or entity whose
17 action runs counter to the Village’s acceptable standards for behavior,
18 civility, order, or decorum.

19
20 (2) Authority to censure. The Village Commission may, as a body, censure any
21 individual or entity by a unanimous vote of the voting members of the
22 Commission at a properly noticed public hearing. Any Commission censure
23 must be memorialized in a signed written resolution detailing the conduct
24 at issue and basis for the Commission decision to censure.

25
26 (3) Public hearing required. Any proposal to censure is due to the Village
27 Clerk in writing at least thirty (30) calendar days prior to a regularly
28 scheduled Commission meeting. Upon receipt, the Village Clerk shall
29 immediately provide written notice to the potential respondent, and notify
30 the respondent of their ability to provide a written response to the
31 Commission in advance of the public hearing. Written responses are due to
32 the Village Clerk at least five (5) business days prior to the public hearing
33 on the censure proposal.

34
35 (4) Co-sponsorship required. A proposal to censure an individual or entity
36 must be co-sponsored by a second Commission member during the agenda
37 approval phase of a public meeting. In the event a proposal to censure does
38 not receive a co-sponsorship from a second Commission member, the
39 censure proposal must be removed from the agenda for the meeting and
40 shall be deemed a failed agenda item.

41
42 (5) No authority to unilaterally censure. No individual Commission member
43 has the authority to unilaterally censure or otherwise publicly reprimand any
44 individual or entity during a Commission meeting, or at any time
45 whatsoever, on behalf of the Village of Biscayne Park.

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Attest:

Roseann Prado, Village Clerk

Approved as to form:

Rebecca Rodriguez, Village Attorney



VILLAGE OF BISCAYNE PARK
Village Commission Agenda Report
REGULAR MEETING

Item # 9.b

TO: Honorable Mayor & Members of the
Biscayne Park Village Commission

FROM: MacDonald Kennedy, Commissioner

DATE: March 3, 2020

TITLE: Ordinance 2020-01 – Second Reading
Change to Code of Ordinances, Article III, Chapter 2

Recommendation

Approval on second reading of Ordinance 2020-1. I am recommending a change to Article III, Section 2-30 of the Village Code of Ordinances (Village Code) to allow board members to reapply to a board after resigning from it for any reason at any time. This change does not guarantee a reappointment to the board, which the Commission must still vote on.

Background

The current wording of the Village Code requires former board members to wait one year to reapply to a board on which they served. Further, the Village Code also requires board members to resign if they decide to run for Commissioner. Regardless of the reason for a board resignation, this waiting period limits the Village from appointing the most qualified board members.

Resource Impact

Attorney fees to draft the new Ordinance.
Advertisement of second reading of Ordinance.
Commission time to consider and vote on the new Ordinance.

Attachment(s)

- Ordinance 2020-01
- Advertisement for second reading & public hearing

Prepared by: MacDonald Kennedy, Commissioner

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ORDINANCE NO 2020-01

AN ORDINANCE OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA, AMENDING ARTICLE III OF CHAPTER 2 OF THE CODE OF ORDINANCES, VILLAGE OF BISCAYNE PARK, ENTITLED "COMMISSIONS, BOARDS AND COMMITTEES" BY AMENDING SECTION 2-30(d)(3) REGARDING THE ONE YEAR RESTRICTION ON THE ELIGIBILITY OF APPOINTMENT OF MEMBERS OF BOARDS OR COMMITTEES THAT HAVE RESIGNED; PROVIDING FOR INCLUSION IN THE CODE AND SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Florida Statutes provide that municipalities shall have the governmental, corporate, and proprietary powers to enable them to conduct municipal government, perform municipal functions, and render municipal service, and exercise any power for municipal purposes, except when expressly prohibited by law; and

WHEREAS, Section 4.03 of the Village Charter of the Village of Biscayne Park empowers the Village Commission to adopt, amend, or repeal such ordinances as may be required for the proper governing of the Village; and

WHEREAS, the Village Commission desires to amend Section 2-30(d)(3) of the Code of Ordinances, Village of Biscayne Park ("Biscayne Park Code) regarding the one year restriction on the eligibility of appointment of members of boards or committees that have resigned; and

WHEREAS, on February 11, 2020, the Village Commission held a first reading of this proposed Ordinance; and

WHEREAS, on March 3, 2020, the Village Commission held a properly noticed second reading of this proposed Ordinance.

NOW, THEREFORE, BE ORDAINED BY THE VILLAGE OF BISCAYNE PARK, FLORIDA AS FOLLOWS:¹

Section 1. Recitals. The above recitals are true and correct, and incorporated herein by this reference and are hereby adopted as the legislative and administrative findings of the Village Commission.

Section 2. Amendments to the Biscayne Park Code. Section 2-30(d)(3) of the Code of Ordinances, Village of Biscayne Park, Florida, is hereby amended to read as follows:

ARTICLE III. - COMMISSIONS, BOARDS AND COMMITTEES

Sec. 2-30. - General rules and policies.

¹/ Additions to existing text are shown by underline, changes to existing text on second reading are shown by double underline, and deletions are shown as ~~strikethrough~~.

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4 (d) *Attendance by members at meetings; resignation of*
5 *members.*

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9 (3) *Resignation of members.* Members of boards and
10 committees may resign at any time. ~~A member who~~
11 ~~resigns will not be eligible for appointment to the~~
12 ~~same board or committee for a one year period.~~

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14 ***

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16 **Section 3. Inclusion in the Code & Scrivener’s Errors.** The Village Commission intends
17 that the provisions of this Ordinance be made a part of the Biscayne Park Code, and that sections herein
18 may be renumbered or re-lettered and the words or phrases herein may be changed to accomplish
19 codification; regardless, typographical errors that do not affect intent may be corrected with notice to and
20 authorization of the Village Manager without further process.

21
22 **Section 4. Conflicts.** Whenever the requirements or provisions of this Ordinance are in
23 conflict with the requirements or provisions of any other lawfully adopted ordinance or statute, the most
24 restrictive shall apply.

25
26 **Section 5. Severability.** If any section, subsection, sentence, clause or phrase of this
27 Ordinance is for any reason, declared by a court of competent jurisdiction to be unconstitutional or invalid,
28 such decision will not affect the validity of the Ordinance as a whole, or any part thereof, other than the
29 part so declared.

30
31 **Section 6. Effective Date.** This Ordinance shall become effective upon adoption by the Town
32 Council.

33
34 PASSED AND ADOPTED upon first reading this 11th day of February, 2020.

35
36 PASSED AND ADOPTED upon second reading this 3rd day of March, 2020.

37
38 The foregoing Ordinance was offered by _____, who moved its
39 adoption. The motion was seconded by _____, and upon being put to a vote
40 the vote was as follows:

41
42 Virginia “Ginny” O’Halpin, Mayor _____
43 William Tudor, Vice Mayor _____
44 MacDonald “Mac” Kennedy, Commissioner _____
45 Roxanna "Rox" Ross, Commissioner _____
46 Dan Samaria, Commissioner _____
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1 VILLAGE OF BISCAYNE PARK

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5 Virginia "Ginny" O'Halpin, Mayor

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8 ATTEST:

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11 _____
12 Roseann Prado, Village Clerk

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15 APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE
16 USE AND RELIANCE OF THE VILLAGE OF BISCAYNE PARK ONLY:

17
18
19 _____
20 John R. Herin, Jr., Interim Village Attorney



VILLAGE OF BISCAYNE PARK
Village Commission Agenda Report
REGULAR MEETING

Item # 10.a, 10.b, & 10.c

TO: Honorable Mayor & Members of the
Biscayne Park Village Commission

FROM: Roseann Prado, Village Clerk

DATE: March 3, 2020

TITLE: Resolution 2020-07, Resolution 2020-08 & Resolution 2020-09

Recommendation

Adoption of Resolution 2020-07 – Appointment of Members to the Parks & Parkway Advisory Board.

Background

In accordance with the Biscayne Park Code, the terms of office of the members of certain boards and committees are up for yearly reappointment at the regular March Village Commission meeting.

The existing process is:

- Applications are collected and provided for the Commission’s consideration.
- Ballots are provided at the meeting and then the Village Commission, by majority vote, selects members for these boards.

All current Parks & Parkway Advisory Board, Public Art Advisory Board and Public Safety Advisory Board were provided a Board Application, as well as the same application was made available to anyone expressing an interest in becoming a member. An E-mail blast was sent out as well. To date, the responses received are:

- For the Parks & Parkway Advisory Board, 4 (four) applications were received.
- For the Public Art Advisory Board, 4 (four) applications were received.
- For the Public Safety Advisory Board, 2 (two) application were received.

Resource Impact

N/A

Attachment(s)

- Resolution 2020-07 Parks & Parkway Advisory Board
- Applications for Parks & Parkway Advisory Board
- Resolution 2020-08 Public Art Advisory Board
- Applications for Public Art Advisory Board
- Resolution 2020-09 Public Safety Advisory Board
- Applications for Public Safety Advisory Board

Prepared by: Roseann Prado, Village Clerk

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RESOLUTION NO. 2020-07

**A RESOLUTION OF THE VILLAGE COMMISSION OF THE
VILLAGE OF BISCAYNE PARK, FLORIDA, APPROVING THE
SELECTION AND APPOINTMENT OF MEMBERS TO THE
PARKS & PARKWAY ADVISORY BOARD; PROVIDING FOR
SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, Florida Statutes provide that municipalities shall have the governmental, corporate, and proprietary powers to enable them to conduct municipal government, perform municipal functions, and render municipal service, and exercise any power for municipal purposes, except when expressly prohibited by law; and

WHEREAS, the Village Commission has established the Parks & Parkway Advisory Board consisting of five members and alternates as deemed necessary; and

WHEREAS the Biscayne Park Code states that members of each board and committee shall be appointed or reappointed yearly at the regular March Commission meeting; and

WHEREAS the Village residents interested in serving on or continuing to serve on the Parks & Parkway Advisory Board have submitted a board application for the Commission’s consideration.

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

Section 1. Recitals. The above recitals are true and correct, and incorporated herein by this reference and are hereby adopted as the legislative and administrative findings of the Village Commission.

Section 2. Parks & Parkway Advisory Board Appointments. The following Village residents are appointed to the Parks & Parkway Advisory Board:

1. Barbara Kuhl, Member
2. Lynn Fisher, Member
3. David Raymond, Member
4. Randal Wagoner, Member
5. Audra McCollum

Section 3. Severability. If any section, sentence, clause or phrase herein is held to be invalid by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Resolution.

Section 4. Effective Date. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 3rd day of March, 2020.

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

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Virginia "Ginny" O'Halpin, Mayor _____
William Tudor, Vice Mayor _____
Macdonald "Mac" Kennedy, Commissioner _____
Roxanna "Rox" Ross, Commissioner _____
Dan Samaria, Commissioner _____

VILLAGE OF BISCAYNE PARK

Virginia "Ginny" O'Halpin, Mayor

ATTEST:

Roseann Prado, Village Clerk

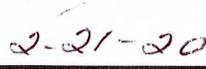
APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE
USE AND RELIANCE OF THE VILLAGE OF BISCAYNE PARK ONLY:

John R. Herin, Jr., Interim Village Attorney



Village of Biscayne Park Board Member Application

Last Name KUHL		First Name BARBARA		M.I.
Home Address 777 NE 111 ST		City Biscayne Park	State FL	Zip Code 33161
Principal Business Address NA		City	State	Zip Code
Home Telephone Number 305 893-9173	Cell Number 786 269-7466	Work Number NA		
E-Mail Address THUNDERMONI@GMAIL.COM		Are you a registered voter? Yes or No YES		
What Board(s) are you interested in serving? (All Village Boards are listed on the reverse side of this form.) Please list in order of preference. PARKS AND PARKWAYS				
List all Village Boards on which you are currently serving or have previously served. Please include dates. PARKS AND PARKWAYS - FROM ITS BEGINNING MEDIAN REVIEW COMMITTEE FROM ITS BEGINNING TO END CHARTER REVIEW COMMITTEE ABOUT 2008				
Educational qualification. BA				
List any related professional certifications and licenses which you hold. 				
Give your present, or most recent employer, and position. CROSSMARK - SALES REPRESENTATIVE				
Describe experiences, skills or knowledge which qualify you to serve on this board. (Please feel free to attach a brief resume.) I'VE BEEN INVOLVED WITH IMPROVING THE MEDICALS AND PARKS AND WOULD LIKE TO CONTINUE.				

<p>I understand that in accordance with Florida Sunshine Law, this information becomes public and may be subject to public review.</p> <p>I understand that, once appointed and annually thereafter, I may be required to complete a Financial Disclosure Affidavit in compliance with Florida Statutes.</p>	
 <hr style="width: 100%;"/> Signature	 <hr style="width: 100%;"/> Date



Village of Biscayne Park Board Member Application

Last Name Fischer		First Name Lynn		M.I. D
Home Address 11605 N E 10 Ave		City Biscayne Park	State FL	Zip Code 33161
Principal Business Address		City	State	Zip Code
Home Telephone Number	Cell Number 786 515 4213		Work Number	
E-Mail Address lynn.fischer.693@gmail.com			Are you a registered voter? Yes or No yes	
What Board(s) are you interested in serving? (All Village Boards are listed on the reverse side of this form.) Please list in order of preference. Park + Parkways Advisory Board				
List all Village Boards on which you are currently serving or have previously served. Please include dates. above (dates?)				
Educational qualification. Master's from UM - Instructional Technology				
List any related professional certifications and licenses which you hold.				
Give your present, or most recent employer, and position. retired Dale County teacher				
Describe experiences, skills or knowledge which qualify you to serve on this board. (Please feel free to attach a brief resume.) passion for attracting birds & butterflies to community + supporting ^{them}. Eliminating pesticide usage in village				
<p>I understand that in accordance with Florida Sunshine Law, this information becomes public and may be subject to public review.</p> <p>I understand that, once appointed and annually thereafter, I may be required to complete a Financial Disclosure Affidavit in compliance with Florida Statutes.</p>				
 <hr style="width: 100%;"/> Signature			2/21/20 <hr style="width: 100%;"/> Date	



Village of Biscayne Park Board Member Application

Last Name Raymond		First Name David		M.I. <input type="checkbox"/>
Home Address 11520 NE 9 Avenue		City Biscayne Park	State FL	Zip Code 33161
Principal Business Address N/A		City	State	Zip Code
Home Telephone Number N/A	Cell Number 305-588-4605	Work Number N/A		
E-Mail Address obewan@bellsouth.net			Are you a registered voter? Yes or No Yes	

What Board(s) are you interested in serving? (All Village Boards are listed on the reverse side of this form.) Please list in order of preference.

Parks and Parkways

List all Village Boards on which you are currently serving or have previously served. Please include dates.

Parks & Parkways Board-2019-2020

Educational qualification.

**Bachelor's Degree Psychology (FIU)
Master's Degree Mental Health Counseling (Barry University)**

List any related professional certifications and licenses which you hold.

**Executive Education; Driving Government Performance, John F. Kennedy School of Government, Harvard University
Licensed Real Estate Broker, State of Florida**

Give your present, or most recent employer, and position.

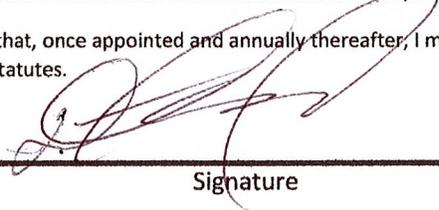
**Retired-
Last position David Raymond & Associates, Inc., President- 2012-2018**

Describe experiences, skills or knowledge which qualify you to serve on this board. (Please feel free to attach a brief resume.)

Led grant writing effort on Parks & Parkways Board resulting in the award of \$12,000 in matching funds from Miami-Dade County for 60 trees to be planted in Village medians. I have 3 decades of leadership experience working in State & County Government, consulting with the Federal Government, Other Municipalities, & NGOs. I served on & chaired a multitude of Boards over the last 30 years. The Parks & Parkways Board is a great team which I am proud to serve on.

I understand that in accordance with Florida Sunshine Law, this information becomes public and may be subject to public review.

I understand that, once appointed and annually thereafter, I may be required to complete a Financial Disclosure Affidavit in compliance with Florida Statutes.



Signature

2-18-20

Date

DAVID RAYMOND
11520 NE 9 AVENUE
BISCAYNE PARK, FLORIDA 33161
PHONE 305-588-4605
EMAIL OBEWAN@BELLSOUTH.NET

SUMMARY OF SKILLS

Three decades of public and private Social Service experience. Expertise in technical assistance, strategic planning, budgeting, program, and systems change. Excellent knowledge of special needs populations, particularly people experiencing homelessness, mental health, substance abuse issues, developmental disabilities, foster care youth, and Federal and State policies and funding streams which may impact them. Grant development and oversight experience involving Federal, State, and local funding streams. Knowledge of competitive contract procurement and administration, including the preparation and submission of multi-million dollar grant applications, developing and responding to requests for proposals and invitations to negotiate. Excellent verbal and written communication skills. Vast experience in the facilitation of meetings with large networks of social service providers. Implementation of several human service data systems: Homeless Management Information System, State Substance Abuse Utilization Management System, and an integrated Social Service Information for Miami-Dade County.

PARTIAL LISTING OF EXPERIENCE

2012-2018, **David Raymond & Associates, Inc.** Miami, Fl
President

President of a consulting firm specializing in homeless and social services, providing technical assistance for a variety of clients, including but not limited to: The United States Department of Housing and Urban Development (U.S. HUD) via the Technical Assistance Collaborative, Homeless Continuums of Care ranging from not-for-profit consortiums to State and County Governments, Not-For-Profit Homeless Agencies and Community Mental Health Centers. Services include but are not limited to technical assistance in enhancing service provision opportunities, monitoring compliance, review and revamping of agency policies, strategic planning, grant writing, research and recommendations on best practices.

2003-2012 **Miami-Dade County Homeless Trust** Miami
Executive Director

Responsible for administration and operation of the Homeless Continuum of Care for Miami-Dade County, implementation of the Miami-Dade County Homeless plan, and oversight and administration of a unique local food and beverage tax dedicated to the homeless. The Trust serves as what HUD now considers a Unified Funding Agency. Provided policy direction to the 27 member Board of Directors of the Homeless Trust. Responsible for an annual budget of \$45 million in Federal, State, and local funds providing a full array of housing and services to homeless individuals and families via over 100 contracts in a privatized system of care. In 2009, duties expanded to include supervision of the County's Domestic Violence Oversight Board and associated services.

2002 **Florida Department of Children & Families** Miami
Acting District Administrator
Responsible for administering the largest DCF District in the State of Florida. Duties included supervision of all programs, administration and operations for Miami-Dade and Monroe Counties.

2001-2002 **Florida Department of Children & Families** Miami
Director of Operations
Served as chief operating officer, managing all operations & program areas for Miami-Dade and Monroe Counties. These duties included oversight of foster care and child welfare investigations, economic service programs & operations, as well as those areas described below. Responsible for a staff of over 3,000 and a budget of \$350 million per year.

1998-2000 **Florida Department of Children & Families** Miami
Division Director/Deputy Division Director
Responsible for the operation and administration of the overall activities necessary for the provision of services to children and adults with mental health & substance issues, individuals with developmental disabilities, and the aged. Duties include managing a budget of over \$120 million per year, interfacing with a large network of service providers, & community entities, contracting, licensing and monitoring oversight, interaction with the judicial system, oversight of protective investigations for the aged and individuals with disabilities, serving as the District's Alcohol, Drug Abuse, and Mental Health Program Supervisor and the District Homeless Coordinator, as well as Liaison to Medicaid.

1997-1998 **Jewish Vocational Service, Inc.,** North Miami
Assistant Executive Director
Responsible for administration and programming of a multi-faceted, tri-county, Social Service agency with an annual budget of over \$7 million, with 100 staff members serving 8,000 individuals annually. Populations served include, but were not limited to: elderly, substance abuse, mental illness, physical and developmental disabilities, homeless people, refugees, and TANF recipients. Duties included budgeting, human resources, staff and program development, community relations, grant writing, planning, implementing board policy, accreditation, contracting, and acting on behalf of the Executive Director.

1993 – 1996 **Jewish Vocational Service, Inc.,** North Miami
Administrative Director
Responsible for the administration of a complex social service agency (duties as described above) and extensive community relations coordinating provider agencies serving the homeless, and advocating for individuals with developmental disabilities.

1988 – 1993 **Jewish Vocational Service, Inc.,** North Miami
Educational Coordinator
Administered and developed programs for individuals with disabilities (inclusive of substance abuse, mental illness and physical/developmental disabilities) and homeless individuals. Responsible for grant-writing, curriculum development, group and individual counseling, creation of individual education plans, job development and placement.

1987 - 1988 **Lehrman Day School** Miami Beach
Teacher, Junior High Science
Taught marine biology and physical science

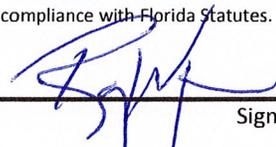


Village of Biscayne Park
Board Member Application

Last Name WAGONER		First Name RANDAL		M.I. R
Home Address 11227 NE 8TH AVE		City Biscayne Park	State FL	Zip Code 33161
Principal Business Address RETIRED		City	State	Zip Code
Home Telephone Number	Cell Number 305 213 2569		Work Number	
E-Mail Address COACHWAGONER@YAHOO.COM			Are you a registered voter? Yes or No YES	
What Board(s) are you interested in serving? (All Village Boards are listed on the reverse side of this form.) Please list in order of preference. PARKS & RIGHT OF WAY				
List all Village Boards on which you are currently serving or have previously served. Please include dates. SAME - 95 TO PRESENT				
Educational qualification.				
List any related professional certifications and licenses which you hold.				
Give your present, or most recent employer, and position. CITY OF N. MIAMI PARKS				
Describe experiences, skills or knowledge which qualify you to serve on this board. (Please feel free to attach a brief resume.)				

I understand that in accordance with Florida Sunshine Law, this information becomes public and may be subject to public review.

I understand that, once appointed and annually thereafter, I may be required to complete a Financial Disclosure Affidavit in compliance with Florida Statutes.



Signature

2-21-20

Date



Village of Biscayne Park Board Member Application

Last Name <i>McCollum</i>		First Name <i>Audra</i>		M.I. <i>L</i>
Home Address <i>11450 NE 15th Ave.</i>		City <i>Biscayne Park</i>	State <i>FL</i>	Zip Code <i>33161</i>
Principal Business Address <i>—</i>		City <i>—</i>	State <i>—</i>	Zip Code <i>—</i>
Home Telephone Number <i>—</i>	Cell Number <i>786-326-1323</i>	Work Number <i>—</i>		
E-Mail Address <i>audramiami@yahoo.com</i>			Are you a registered voter? Yes or No <input checked="" type="checkbox"/> <i>Y</i>	

What Board(s) are you interested in serving? (All Village Boards are listed on the reverse side of this form.) Please list in order of preference.

Parks + Parkway

List all Village Boards on which you are currently serving or have previously served. Please include dates.

Parks + Parkway (currently serving)

Educational qualification.

Bach. of Arts -

List any related professional certifications and licenses which you hold.

FL Real Estate Salesperson License -

Give your present, or most recent employer, and position.

Miami Waterfront Realty

Describe experiences, skills or knowledge which qualify you to serve on this board. (Please feel free to attach a brief resume.)

*currently serving, computer skills.
organic gardening knowledge.*

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

Audra

Signature

3/2/2020

Date

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RESOLUTION NO. 2020-08

**A RESOLUTION OF THE VILLAGE COMMISSION OF THE
VILLAGE OF BISCAYNE PARK, FLORIDA, APPROVING THE
SELECTION AND APPOINTMENT OF MEMBERS TO THE
PUBLIC ART ADVISORY BOARD; PROVIDING FOR
SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, Florida Statutes provide that municipalities shall have the governmental, corporate, and proprietary powers to enable them to conduct municipal government, perform municipal functions, and render municipal service, and exercise any power for municipal purposes, except when expressly prohibited by law; and

WHEREAS, the Village Commission has established the Public Art Advisory Board consisting of five members and alternates as deemed necessary; and

WHEREAS the Biscayne Park Code states that members of each board and committee shall be appointed or reappointed yearly at the regular March Commission meeting; and

WHEREAS the Village residents interested in serving on or continuing to serve on the Public Art Advisory Board have submitted a board application for the Commission’s consideration.

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

Section 1. Recitals. The above recitals are true and correct, and incorporated herein by this reference and are hereby adopted as the legislative and administrative findings of the Village Commission.

Section 2. Public Art Advisory Board Appointments. The following Village residents are appointed to the Public Art Advisory Board:

1. Amy Raymond, Member
2. Karen Marinoni, Member
3. Barbara Watts, Member
4. Trevor Lafargue, New Applicant

Section 3. Severability. If any section, sentence, clause or phrase herein is held to be invalid by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Resolution.

Section 4. Effective Date. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 3rd day of March, 2020.

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

1 Virginia "Ginny" O'Halpin, Mayor _____
2 William Tudor, Vice Mayor _____
3 MacDonald "Mac" Kennedy, Commissioner _____
4 Roxanna "Rox" Ross, Commissioner _____
5 Dan Samaria, Commissioner _____

6
7 VILLAGE OF BISCAYNE PARK

8
9 _____
10 Virginia "Ginny" O'Halpin, Mayor

11
12
13 ATTEST:

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17 _____
18 Roseann Prado, Village Clerk

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20
21 APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE
22 USE AND RELIANCE OF THE VILLAGE OF BISCAYNE PARK ONLY:

23
24
25 _____
26 John R. Herin, Jr., Interim Village Attorney

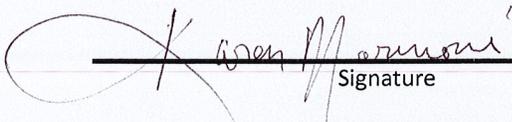


Village of Biscayne Park Board Member Application

Last Name MARINONI		First Name KAREN		M.I.	
Home Address 1002 NE 118 ST		City Biscayne Park	State FL	Zip Code 33161	
Principal Business Address		City	State	Zip Code	
Home Telephone Number 305-895-8127	Cell Number		Work Number		
E-Mail Address MARINONI KAREN @ GMAIL . COM			Are you a registered voter? <input checked="" type="radio"/> Yes or <input type="radio"/> No		
What Board(s) are you interested in serving? (All Village Boards are listed on the reverse side of this form.) Please list in order of preference. PUBLIC ART ADVISORY BOARD					
List all Village Boards on which you are currently serving or have previously served. Please include dates. PUBLIC ART ADVISORY BOARD					
Educational qualification.					
List any related professional certifications and licenses which you hold.					
Give your present, or most recent employer, and position.					
Describe experiences, skills or knowledge which qualify you to serve on this board. (Please feel free to attach a brief resume.)					

I understand that in accordance with Florida Sunshine Law, this information becomes public and may be subject to public review.

I understand that, once appointed and annually thereafter, I may be required to complete a Financial Disclosure Affidavit in compliance with Florida Statutes.



Signature

2/21/20

Date



Village of Biscayne Park Board Member Application

Last Name Watts		First Name Barbara		M.I. J
Home Address 720 N.E. 118th St		City Biscayne Park	State FL	Zip Code 33161
Principal Business Address Florida International University 11200 S.W. 8th Street		City Miami	State FL	Zip Code 33199
Home Telephone Number 305-895-8053	Cell Number		Work Number 305-919-5967	
E-Mail Address Wattsb720@gmail.com			Are you a registered voter? Yes or No Yes	
What Board(s) are you interested in serving? (All Village Boards are listed on the reverse side of this form.) Please list in order of preference. Public Art Advisory Board				
List all Village Boards on which you are currently serving or have previously served. Please include dates. Village Commission, ca. 2011-2016; Planning and Zoning, ca. 2014(?) - 2015; Committee for Parkways and Medians (name?), Precursor to Parks and Parkways Board, ca. 2001-2003(?); Public Art Advisory Board, Spring 2019-present.				
Educational qualification. Art History: Ph.D., August, 1989, McIntire Department of Art, The University of Virginia, Charlottesville, Virginia (M.A., August, 1981).				
List any related professional certifications and licenses which you hold.				
Give your present, or most recent employer, and position. Present employer: Florida International University, Department of Art and Art History (formerly Visual Arts Department), Associate Professor.				
List any related professional certifications and licenses which you hold. Since 1985, I have taught in Art and Art History Departments in which studio art was the dominant program. For decades, I was one of the undergraduate Senior Thesis faculty, and, thus, have participated in innumerable critiques of student work and discussions about contemporary art, and have served as advisor to graduate (M.F.A.) candidates. At FU, where I have been teaching since 1986, I have regularly taught Art History Survey II, which includes Modern and Contemporary Art, and have taught Special Topics courses that include past-to-present discussion of issues regarding public art, its function, politics, and reception. I have written published museum catalogue essays on contemporary South Florida artists (ie. Clive King and Bill Burke), have mentored many students who are now established artists (ie. Victoria Gitman, David Le Batard (aka LEBO), and, recently, published a review of the Victoria and Albert Museum exhibition catalogue "Botticelli Reimagined" which addressed contemporary responses to the work of Renaissance artist, Sandro Botticelli, by contemporary artists, film makers, and videographers.				
<p>I understand that in accordance with Florida Sunshine Law, this information becomes public and may be subject to public review.</p> <p>I understand that, once appointed and annually thereafter, I may be required to complete a Financial Disclosure Affidavit in compliance with Florida Statutes.</p>				
<p>Barbara J. Watts</p> <hr style="width: 100%;"/> <p style="text-align: center;">Signature</p>			<p>2/21/20</p> <hr style="width: 100%;"/> <p style="text-align: center;">Date</p>	



Village of Biscayne Park Board Member Application

Last Name LAFARIVE		First Name TREVA		M.I. J
Home Address 910 NE 119th STREET		City Biscayne Park	State FL	Zip Code 33161
Principal Business Address		City	State	Zip Code
Home Telephone Number	Cell Number 786-859-6864		Work Number	
E-Mail Address TREVA.LAFARIVE@GMAIL.COM			Are you a registered voter? <input checked="" type="checkbox"/> Yes or No	
What Board(s) are you interested in serving? (All Village Boards are listed on the reverse side of this form.) Please list in order of preference. 1 PUBLIC ART 2 PARKS AND PARKWAY				
List all Village Boards on which you are currently serving or have previously served. Please include dates.				
Educational qualification. I HAVE HELD A CREATIVE AND MARKETING POSITION IN LEADING ENTERTAINMENT COMPANIES FOR OVER 15 YEARS. I DO HAVE SEVERAL COLLEGE CREDITS FOR ARTS COURSES SUCH AS FIGURE DRAWING, PHOTOGRAPHY AND GRAPHIC DESIGN.				
List any related professional certifications and licenses which you hold.				
Give your present, or most recent employer, and position. CHEVY.COM CREATIVE DIRECTOR FOR CHEVY STUDIOS.				
Describe experiences, skills or knowledge which qualify you to serve on this board. (Please feel free to attach a brief resume.) I AM ATTACHING MY RESUME. IT WOULD BE AN HONOR TO HELP BP BECOME ALL THAT IT CAN BE.				
I understand that in accordance with Florida Sunshine Law, this information becomes public and may be subject to public review.				
I understand that, once appointed and annually thereafter, I may be required to complete a Financial Disclosure Affidavit in compliance with Florida Statutes.				
Signature 			Date 2/25/20	

Trevor Lafargue
Creative Director

786-859-6864 910 NE 119TH ST. TREVOR.LAFARGUE@GMAIL.COM
BISCAYNE PARK, FL
33161

PROFILE

Talented creative production leader with 15+ years of experience gained with the world's most respected entertainment media brands. Experience in all aspects of media production and recognized for superior abilities in team leadership and project management. Respected by peers and management for delivering and implementing consistently creative concepts to promote and market brand offerings.

HIGHLIGHTS

Director for chewy.com nationally televised commercials that lead to tremendous growth of company.

Nominated for Best On-Air Advertising category by the Imagen Foundation and the 27th Imagen Awards as Creative Director for 'Coolturistas' campaign depicting influential latinos in US-Hispanic culture on MTV Tr3s.

Winner of multiple PromaxBDA Gold and Silver awards for MTV Latin America campaigns including "Nueva Musica", "Mitos Urbanos", "Familia de Barrio" and "Niñas Mal 2"

EXPERIENCE

CREATIVE DIRECTOR, CHEWY.COM AUGUST 2015 - APRIL 2019

Hired to build and lead a Video and Photo studio for one of e-commerce's fastest growing companies. Chewy, grown to billion dollar company in under 6 years, has a 60 member Chewy Studios in our Dania Beach office. Under my team's creative development Chewy Studios created national TV commercials, branded digital video and social media content. At times, I was personally Director for several of Chewy's most recent commercials.

CREATIVE DIRECTOR, MTV LATIN AMERICA + TR3S JANUARY 2012-MARCH 2015

Given the additional responsibility of managing MTV's Creative Team after showing progress while leading the MTV Tr3s brand. Developed team into a more versatile and multi-faceted group to deliver quicker, more effective communications to a market faced with the advent of Social Media and its effect on ratings and audience engagement.

EXPERIENCE CONT'D

CREATIVE DIRECTOR, MTV TR3S APRIL 2011-JANUARY 2012

Promoted from Sr. Producer to Creative Director. Oversaw the creative output of the US-Hispanic entertainment brand from Viacom. Focused heavily on communicating and catering to the thriving market of bilingual/bicultural entertainment customers in the US. Focused on developing core brand values to maintain consistent messaging for all communications both on-air and off-air in a young and undiscovered market. Reported directly to the VP of Creative Services for all of MTV Latin America.

SENIOR PRODUCER, MTV TR3S JUNE 2010-APRIL 2011

Worked with creative consultants and the VP of Creative Services to manage the relaunch and rebrand of the tr3s brand.

CREATIVE PRODUCER, DISCOVERY LATAM APRIL 2009-JUNE 2010

Oversaw the creative output of the Emerging Networks and the Discovery Kids/HUB networks for Discovery Latin America and the US market. The networks included Discovery HD Theater, TLCHD, Science, Turbo and Civilization. Responsible for all promotion On-air and Off-Air. Launched TLC HD in South America. Additionally managed a creative team to deliver promotions for the US channel Discovery Kids and the HUB.

FREELANCE CREATIVE 2008-2009

Produced a wide range of projects in collaboration with MTV International in London, Miami, and Buenos Aires including Show Packages, Contest Promotions, Sales Presentation, and Award Show visuals.

POST PRODUCER AND EDITOR, MUN2/NBC UNIVERSAL 2008-2009

Oversaw the post-production and edition of 2RSLVJ, a music video show for one of the fastest growing music channels in the US Hispanic market.

SR. CREATIVE PRODUCER, MTV LATIN AMERICA 2006-2007

PRODUCER, MTV LATIN AMERICA 2004-2006

ASSOCIATE PRODUCER, MTV LATIN AMERICA 2002-2006

EDUCATION

MIAMI-DADE COMMUNITY COLLEGE, MIAMI, FL – STUDIES IN DRAWING,
GRAPHIC DESIGN, PHOTOGRAPHY AND SCRIPT WRITING

UNIVERSITY OF LOUISIANA, LAFAYETTE, LA – STUDIES IN COMPUTER SCIENCE

TECHNICAL EXPERTISE

Certified in Avid Media Composer and Avid DS/NITRIS for Editing and Compositing.
Keynote, Adobe Creative Suite, Final Cut Products, Pro-Tools.

DEMO REEL + PORTFOLIO

<https://vimeo.com/134981680>

<https://vimeo.com/trevorlafargue>

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RESOLUTION NO. 2020-09

A RESOLUTION OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA, APPROVING THE SELECTION AND APPOINTMENT OF MEMBERS TO THE PUBLIC SAFETY ADVISORY BOARD; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Florida Statutes provide that municipalities shall have the governmental, corporate, and proprietary powers to enable them to conduct municipal government, perform municipal functions, and render municipal service, and exercise any power for municipal purposes, except when expressly prohibited by law; and

WHEREAS, the Village Commission has established the Public Safety Advisory Board consisting of five members and alternates as deemed necessary; and

WHEREAS the Biscayne Park Code states that members of each board and committee shall be appointed or reappointed yearly at the regular March Commission meeting; and

WHEREAS the Village residents interested in serving on or continuing to serve on the Public Safety Advisory Board have submitted a board application for the Commission’s consideration.

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

Section 1. Recitals. The above recitals are true and correct, and incorporated herein by this reference and are hereby adopted as the legislative and administrative findings of the Village Commission.

Section 2. Public Safety Advisory Board Appointments. The following Village residents are appointed to the Public Safety Advisory Board:

1. Sandor Scher, Member
2. Michael Redmond, Member

Section 3. Severability. If any section, sentence, clause or phrase herein is held to be invalid by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Resolution.

Section 4. Effective Date. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 3rd day of March, 2020.

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

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Virginia "Ginny" O'Halpin, Mayor _____
William Tudor, Vice Mayor _____
Macdonald "Mac" Kennedy, Commissioner _____
Roxanna "Rox" Ross, Commissioner _____
Dan Samaria, Commissioner _____

VILLAGE OF BISCAYNE PARK

Virginia "Ginny" O'Halpin, Mayor

ATTEST:

Roseann Prado, Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE
USE AND RELIANCE OF THE VILLAGE OF BISCAYNE PARK ONLY:

John R. Herin, Jr., Interim Village Attorney



Village of Biscayne Park Board Member Application

Last Name Scher		First Name Sandor		M.I.
Home Address 955 NE 118th Street		City Biscayne Park	State FL	Zip Code 33161
Principal Business Address 1035 N. Miami Ave		City Miami	State FL	Zip Code 33136
Home Telephone Number 305-981-9975	Cell Number 203-253-4747	Work Number 305-324-4700		
E-Mail Address sscher@clarocorp.com			Are you a registered voter? Yes or No yes	
What Board(s) are you interested in serving? (All Village Boards are listed on the reverse side of this form.) Please list in order of preference. Public Safety				
List all Village Boards on which you are currently serving or have previously served. Please include dates. Public Safety				
Educational qualification. Business Degree - Owner of a Construction and Real Estate Development Co. that has completed almost 1,000,000,000				
List any related professional certifications and licenses which you hold.				
Give your present, or most recent employer, and position. claro development, www.clarocorp.com, Owner				
Describe experiences, skills or knowledge which qualify you to serve on this board. (Please feel free to attach a brief resume.) experienced in construction, urban planning, security and access control site planning, site work, storm drainage, communication, team building				

I understand that in accordance with Florida Sunshine Law, this information becomes public and may be subject to public review.

I understand that, once appointed and annually thereafter, I may be required to complete a Financial Disclosure Affidavit in compliance with Florida Statutes.



 Signature

2/21/2020

 Date



Village of Biscayne Park
Board Member Application

Last Name Redmond		First Name Michael		M.I. J.	
Home Address 11804 NE 8 Ave		City Biscayne Park	State FL	Zip Code 33161	
Principal Business Address 6401 SW 87 Ave		City Miami	State FL	Zip Code 33173	
Home Telephone Number Ø	Cell Number 305-812-4041	Work Number 305-812-4041			
E-Mail Address litespeedsurf@gmail.com			Are you a registered voter? Yes or No Yes		
What Board(s) are you interested in serving? (All Village Boards are listed on the reverse side of this form.) Please list in order of preference. Public Safety Advisory Board					
List all Village Boards on which you are currently serving or have previously served. Please include dates. Public Safety Advisory Board					
Educational qualification. See Attached					
List any related professional certifications and licenses which you hold. Licensed Electrician (Florida) See Attached					
Give your present, or most recent employer, and position. BCC Engineering Senior Electrical / ITS inspector ITS - (intelligent traffic systems)					
Describe experiences, skills or knowledge which qualify you to serve on this board. (Please feel free to attach a brief resume.) See Resume, I have been deeply involved in Transportation Engineering for years and I think my knowledge will be a valuable asset to the Village.					

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

Michael J Redmond
Signature

2-27-20
Date

Michael J. Redmond

Building / Electrical / ITS Senior Inspector

Mr. Redmond has over 30 years of experience specializing in the area of Construction Engineering and Inspection (CEI) providing oversight for building, electrical, mechanical, Intelligent Transportation Systems (ITS), signalization, and roadway construction improvements on various Florida Department of Transportation (FDOT) projects. Mr. Redmond is a Licensed Journeyman Electrician (Miami-Dade County Qualifier No. 199412132) and has extensive experience on signalization and ITS projects including projects involving the Traffic Signals and Signs Division of the Miami-Dade County Department of Transportation and Public Works.

Project Experience

AET Phase 5A, Turnpike's Mainline, I-595 to S. of Lantana Toll Plaza (Mile Post 54 to 88); FPID 429339-1-52-01; Palm Beach and Broward Counties, FL; Client: Florida's Turnpike Enterprise; Reference: Jaime Gomez, PE, (954) 789-1383; jaime.gomez@dot.state.fl.us; Duration on Project: 06/2018 to 02/2020 (Est.) – This continuation of the full conversion of Turnpike's Mainline to an ALL Electronic Tolling (AET) collection system includes: milling and resurfacing, base work, drainage improvements, curb & gutter, lighting, highway signing, guardrail, MSE walls, toll facilities and other incidental construction on SR 91 (Turnpike Mainline) from I-595 (MP 54) to South of Lantana Toll Plaza (MP 88) for 34 miles in Broward and Palm Beach Counties. Responsibilities included the supervision of five (5) new tolling points including new pre-cast concrete toll equipment buildings, steel tri-cord toll equipment structures, ITS communications equipment and fiber optic lines; tolling equipment, and general building, mechanical and electrical installations. \$20.4 million construction contract. Project Role: Senior Building / Electrical / ITS Inspector.

Widening of the HEFT (Homestead Extension Florida Turnpike) from North of SW 72nd Street to North of Bird Road Design-Build; Miami-Dade County, FL; Client: Florida's Turnpike Enterprise (FTE); Reference: Ken Hudson, (954) 934-1134; ken.hudson@dot.state.fl.us; Length: 3 miles; Project Duration: 2014 to 2018 – Widening the HEFT to include three general purpose lanes and two express lanes in each direction. Project highlights include replacing the existing mainline toll facilities with a new All Electronic Tolling (AET) Toll Gantry Structure located south of SW 60th Street Canal, a new northbound two-lane exit ramp bridge to Bird Road, reconstruction of SW 117th Avenue between SW 47th Terrace and Bird Road to add a third northbound lane, widening of Bird Road from SW 119th Court to SW 122nd Avenue, widening of four existing bridges, and the demolition of one bridge and the existing Northbound Bird Road Toll Plaza Building. Other construction activities include sound wall construction; water main relocation for Miami-Dade Water and Sewer Department (M-DWASD); roadway widening and reconstruction; asphalt milling, resurfacing and overbuild; drainage improvements; roadway lighting; Intelligent Transportation System (ITS) trunk line; signage. Extensive coordination with FTE Office of Tolls, FTE Facilities, Kendall Regional Medical Center, FTE Traffic Management Center, and FTE Public Information Office. \$54 million construction contract. Project Role: Senior Inspector in charge of Tolling Gantry and Toll Building (all trades) / ITS Systems / Traffic Signalization / Utilities / existing Building demolition and modifications.

All Electronic Tolling Phase 4A and Landscaping(FPID No. 415462-2-62-01; Contract C-9704); Miami-Dade and Broward Counties, FL; Client: Florida's Turnpike Enterprise (FTE); Reference: Jaime Gomez, (954) 934-1131; jaime.gomez@dot.state.fl.us; Length: n/a; Project Duration: 2012 to 2015 – Senior Building/Electrical/Intelligent Transportation Systems (ITS), Inspector for the conversion of the Golden Glades Mainline Toll Plaza on the Turnpike Mainline Spur to an all-electronic tolling (AET) facility. Cash collection was removed, and tolling shifted to a new Signature Gantry Toll Equipment Structure and pre-fabricated toll equipment building. The project also widens the existing Northbound HEFT to Northbound Turnpike Mainline ramp to two lanes and will construct a new tolled two-lane Southbound Mainline Turnpike to Westbound Hollywood Boulevard Off-Ramp. Mr. Redmond's duties included inspections for the construction of a new Signature Gantry Tolling Structure and pre-fabricated toll equipment building at the Golden Glades; side-fire tolling site at the new Southbound Mainline to Westbound Hollywood Off-Ramp; demolition of the existing Golden Glades Toll Plaza; modifications to the existing Hollywood Boulevard Toll Plaza Building; and new traffic signal at the new Hollywood Off-Ramp including signal improvements along a 1-mile stretch of Hollywood Boulevard. Project-wide duties also included installation and testing of new ITS trunk lines



Years of Experience
30

Work History
BCC Engineering
(Miami)

2010 – Present
URS Construction Services, Inc.
1992 – 2010

Registration
CTQP ID #R355550590430
Licensed Journeyman
Electrician

Certifications
IMSA Traffic Signal Technician
– Level I
IMSA Fiber Optics for ITS –
Level I
CTQP Final Estimates – Level I
CTQP Drilled Shaft Inspection
CTQP Asphalt Paving
Technician – Level 2
CTQP Earthwork Construction
Inspection – Level 2
CTQP Concrete Field
Technician Level 1
CTQP MSE Wall Inspector CBT
CTQP Auger Cast Pile CBT
ACI Concrete Field Testing
Technician – Grade 1
Troxler Hazmat Certification
Troxler Nuclear Gauge Safety
Training
FIU Intermediate Maintenance
of Traffic
Associate Builders and
Contractors Federally Certified
Apprenticeship
Associated Builders and
Contractors Institute, Motor
Control and Pressure Control
(Advanced)



with numerous drops for cameras and connections to the new tolling sites; roadway lighting including service points; drilled shaft foundation for the Signature Gantry and overhead truss and cantilevered sign structures, and general roadway reconstruction activities. Extensive coordination with FTE Office of Tolls, FTE Facilities and Broward County Traffic Engineering for acceptance of new signal. \$20 million construction contract. Project Role: Senior Building/Electrical/ITS Inspector.

HEFT/SR 874 Slip Ramp (FIN 426155-1-52-01; Contract C9271); Miami-Dade County, FL; Client: Florida's Turnpike Enterprise; Reference: William Sears, PE, (954) 975-4855; william.sears@dot.state.fl.us; Length: n/a; Project Duration: August 2012 to January 2013 – Senior Electrical/Intelligent Transportation Systems (ITS), Inspector providing ITS, roadway lighting, signalization, and roadway reconstruction inspections on multiple-project grouping including the construction of a new SB SR 874 Slip Ramp to SW 152nd Street. Extensive coordination with Miami-Dade County Traffic Signals Division for the acceptance of new traffic signal at the SW 211th Street Intersection. \$10 million construction contract. Project Role: Senior Building/Electrical/ITS Inspector.

Homestead Extension of Florida's Turnpike (HEFT) All Electronic Tolling (AET) Phases 1, 2 and 3 – Design-Builds (FM Nos. 417544-1-62-01, 406096-4-62-01, 417547-1-62-01; Contract C8U77); Miami-Dade and Broward Counties, FL; Client: Florida's Turnpike Enterprise; Reference: William Sears, PE, (954) 975-4855; william.sears@dot.state.fl.us; Length: n/a; Project Duration: 2010 to 2012 – Senior Building/Electrical/Intelligent Transportation Systems (ITS), Inspector providing ITS, roadway lighting, signalization, and roadway reconstruction inspections for the conversion to All Electronic Toll (AET) collection of the four Mainline Toll Plazas at Bird Road, Homestead, Okeechobee Road, and Miramar plus the 26 Ramp Toll Plazas on the 47-mile long HEFT. Improvements included existing toll plaza modifications, widening of the southbound and northbound HEFT between Bird Road and SR 836, widening and overbuild operations to correct alignment at the plazas, installation of pre-fabricated toll equipment buildings, installation of steel tri-cord gantry structures for AET tolling equipment, overhead truss and cantilevered mast arm sign structures, drainage and signalization. Improvements to toll plaza facilities included complete demolition of some plaza facilities and modification to other facilities including tolling, electrical, mechanical, and other utility system upgrades, removal of toll booths and other tolling equipment, and modifications to the access tunnels. Extensive coordination with two separate Design-Build Teams, FTE Office of Tolls, FTE Facilities, Toll Plaza Managers, and Miami-Dade County Traffic Signals Division for the acceptance of traffic signal modifications at various intersections including the SB HEFT to Bird Road Off Ramp. Two Design-Build Construction Contracts totaling \$63 million. Project Role: Senior Building/Electrical/ITS Inspector.

HEFT Okeechobee Mainline Toll Plaza Express Lane Conversion; New 74th Street Interchange SunPass Only Ramps and Gantry Plazas (HEFT); Miami-Dade County, FL; Client: Florida's Turnpike Enterprise (FTE); Reference: William Sears, PE, (954) 975-4855; william.sears@dot.state.fl.us; Length: n/a; Project Duration: 2007 to 2010 – Senior Building/Electrical/Intelligent Transportation Systems (ITS), Inspector providing ITS, roadway lighting, signalization, and roadway reconstruction inspections for the SunPass express lane conversion at the Okeechobee Road Mainline Toll Plaza including the installation two Signature Gantry Toll Equipment Structures and pre-fabricated toll equipment buildings. Improvements included existing toll plaza modifications, widening of the southbound and northbound HEFT between NW 74th Street and NW 106th Street, the construction of the new 74th Street interchange, overhead truss and cantilevered mast arm sign structures, drainage and signalization. Improvements to toll plaza facilities included partial demolition and modification to toll plaza facilities including tolling, electrical, mechanical, and other utility systems upgrades, removal of toll booths and other tolling equipment, and modifications to the access tunnel. Extensive coordination with FTE Office of Tolls, FTE Facilities, Toll Plaza Manager and Miami-Dade County Traffic Signals Division for the acceptance of the new traffic signal at the NW 74th Street Intersection. Project Role: Senior Building/Electrical/ITS Inspector.

New SunPass Only Gantry Plaza Interchange at Jog Road and SR 821; Broward County, FL; Client: Florida's Turnpike Enterprise; Reference: William Sears, PE, (954) 975-4855; william.sears@dot.state.fl.us; Length: n/a; Project Duration: 2006 to 2007 – Senior Building/Electrical/Intelligent Transportation Systems (ITS), Inspector that provided building, electrical, communications, utilities, HVAC, signalization and roadway lighting inspection. Duties also included as-builts and testing of these elements as well as close-out documents. Project Role: Senior Building/Electrical/ITS Inspector.

New Southbound Toll Plaza and Interchange at SR 821 and Atlantic Boulevard; Broward County, FL; Client: Florida's Turnpike Enterprise; Reference: William Sears, PE, (954) 975-4855; william.sears@dot.state.fl.us; Length: n/a; Project Duration: 2006 to 2006 – Senior Building/Electrical/Intelligent Transportation Systems (ITS), Inspector that provided building, electrical, plumbing, HVAC, utilities, drill shaft, roadway lighting and signalization inspection. Duties also included as-builts and testing of these elements as well as close-out documents. Project Role: Senior Building/Electrical/ITS Inspector.

Turnpike (SR 821/HEFT) Widening from Atlantic Boulevard to Lantana Toll Plaza; Broward County, FL; Client: Florida's Turnpike Enterprise; Reference: William Sears, PE, (954) 975-4855; william.sears@dot.state.fl.us; Length: n/a; Project Duration: 2005 to 2006 – Senior Roadway/Electrical/Intelligent Transportation Systems (ITS), Inspector that provided inspection services for roadway earthwork, asphalt pavement, AT&T communications upgrade at bridges, complete roadway lighting upgrade, installation of 290 new poles and TMS upgrades for this project that consisted of the addition of one new lane and extended shoulder widening. Project Role: Senior Building/Electrical/ITS Inspector.

Turnpike (SR 821/HEFT) SunPass Challenge from Miramar to Homestead; Miami-Dade and Broward Counties, FL; Client: Florida's Turnpike Enterprise; Reference: William Sears, PE, (954) 975-4855; william.sears@dot.state.fl.us; Length: n/a; Project Duration: 2003 to 2004 – Senior Building/Electrical/Intelligent Transportation Systems (ITS), Inspector that provided inspection services of the electrical and signage elements for the conversion of multiple existing toll plazas to combination cash and SunPass or SunPass Express lanes. Project Role: Senior Building/Electrical/ITS Inspector.

Okeechobee Road/SR 821 (HEFT) New Ramp Toll Plazas (FIN 251929-1-52-01); Miami-Dade County, FL; Client: Florida's Turnpike Enterprise; Reference: William Sears, PE, (954) 975-4855; william.sears@dot.state.fl.us; Length: n/a; Project Duration: 2002 to 2003 – Senior Building/Electrical/Intelligent Transportation Systems (ITS), Inspector that provided inspection services of the electrical, plumbing, HVAC, well water supply system, and roadway lighting elements for two new ramp plazas and administration building. Project Role: Senior Building/Electrical/ITS Inspector.

Homestead Extension of Florida's Turnpike (HEFT) Widening from SR 836 to I-75; Miami-Dade County, FL; Client: Florida's Turnpike Enterprise; Reference: William Sears, PE, (954) 975-4855; william.sears@dot.state.fl.us; Length: n/a; Project Duration: 2001 to 2002 – Senior Building/Electrical/Intelligent Transportation Systems (ITS), Inspector on the widening of 14 miles at the Homestead Extension of the Florida's Turnpike to provide three lanes in each direction. Provided inspection services for the roadway reconstruction, drilled shaft sign foundations, roadway lighting, and TMS elements of this widening project. Project Role: Senior Building/Electrical/ITS Inspector.

HEFT Bird Road Northbound and Southbound Barrier Toll Plazas; Miami-Dade County, FL; Client: Florida's Turnpike Enterprise; Reference: William Sears, PE, (954) 975-4855; william.sears@dot.state.fl.us; Length: n/a; Project Duration: 1997 to 2001 – Building/Electrical/Intelligent Transportation Systems (ITS), Inspector of the electrical, plumbing, HVAC, utilities, and tunnel construction as well as two new ramp plazas with a single administration building. Provided inspection services for the electrical, HVAC, plumbing utilities, drilled shaft and tunnel construction as well as testing responsibilities for the above. Project Role: Senior Building/Electrical/ITS Inspector.

HEFT New Ramp Toll Plazas at Coral Reef Drive, Allapattah Road and Biscayne Drive; Miami-Dade County, FL; Client: Florida's Turnpike Enterprise; Reference: William Sears, PE, (954) 975-4855; william.sears@dot.state.fl.us; Length: n/a; Project Duration: 1995 to 2007 – Building/Electrical/Intelligent Transportation Systems (ITS), Inspector of the electrical, plumbing, HVAC, sanitary septic systems, and roadway lighting elements for these new ramp plazas. Project Role: Senior Building/Electrical/ITS Inspector.



VILLAGE OF BISCAYNE PARK
Village Commission Agenda Report
REGULAR MEETING

Item # 10.d

TO: Honorable Mayor & Members of the
Biscayne Park Village Commission

FROM: David Hernandez, Interim Village Attorney

DATE: March 3, 2020

TITLE: Resolution 2020-13 – Interim Village Manager Compensation

Background

At the Regular Commission meeting of February 04, 2020, David Hernandez, Public Works Manager was appointed Interim Village Manager due to the suspension of Krishan Manners pending a hearing on his possible termination with cause as provided for in the Village Charter.

A salary increase was discussed utilizing the same bi-weekly salary paid to the suspended Village Manager, as David Hernandez would serve as the Interim Village Manager and as the Village's Public Works Manager. If a salary increase was approved it would be retroactive to February 4, 2020.

Bi-Weekly gross salary Public Works Manager - \$ 2,826.92
Current gross bi-weekly salary Village Manager - \$ 3,345.92
Proposed bi-weekly salary Interim Village Manager - \$ 3,550.00
Cell Phone allowance – \$80.00

Mr. Hernandez is not requesting a car allowance (\$400.00 car allowance was provided to the suspended Village Manager)

Resource Impact

One individual with higher salary will fill the two (2) positions temporarily.

Attachment(s)

- Resolution 2020-13 - Interim Village Manager Compensation

Prepared by: Roseann Prado, Village Clerk

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RESOLUTION NO. 2020-13

**A RESOLUTION OF THE VILLAGE COMMISSION
OF THE VILLAGE OF BISCAYNE PARK, FLORIDA,
INCREASING THE COMPENSATION OF THE
INTERIM VILLAGE MANAGER, DAVID
HERNANDEZ; AND PROVIDING FOR AN
EFFECTIVE DATE.**

WHEREAS, effective February 04, 2020, Village Manager Krishan Manner was suspended with pay pending his potential termination for cause by the Village Commission as provided for in the Village Charter; and

WHEREAS, on February 04, 2020, the Village Commission appointed David Hernandez, currently the Public Works Manager, as Interim Village Manager effective February 04, 2020, until the reinstatement of Krishan Manners or the position of Village Manager is otherwise filled by the Village Commission; and

WHEREAS, Mr. Hernandez has and continues to provide dedicated service to the residents of the Village of Biscayne Park in his capacity as Interim Village Manager and Public Works Director; and

WHEREAS, the Village Commission finds it to be in the best interests of the residents of the Village to increase the salary of the Interim Village Manager to reflect the additional responsibilities of the position of Interim Village Manager and Public Works Director for the Village of Biscayne.

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

Section 1. Recitals. The above recitals are true and correct, and incorporated herein by this reference and are hereby adopted as the legislative and administrative findings of the Village Commission.

Section 2. Interim Village Manager Compensation. The Village Commission of the Village of Biscayne Park authorizes an increase in the salary of Interim Village Manager David Hernandez as follows:

1. Bi-weekly salary of \$ 3,550.00
2. Monthly phone allowance of \$80.00

Section 3. Severability. If any section, sentence, clause or phrase herein is held to be invalid by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Resolution.

Section 4. Effective Date. This Resolution shall become effective immediately upon its adoption.

1 PASSED AND ADOPTED this 3rd day of March, 2020.

2
3 The foregoing Resolution was offered by _____, who moved its
4 adoption. The motion was seconded by _____, and upon being put to a vote
5 the vote was as follows:

6
7 Virginia "Ginny" O'Halpin, Mayor _____
8 William Tudor, Vice Mayor _____
9 Macdonald "Mac" Kennedy, Commissioner _____
10 Roxanna "Rox" Ross, Commissioner _____
11 Dan Samaria, Commissioner _____

12 VILLAGE OF BISCAYNE PARK

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16 Virginia "Ginny" O'Halpin, Mayor

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18 ATTEST:

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22 _____
23 Roseann Prado, Village Clerk

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25 APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE
26 USE AND RELIANCE OF THE VILLAGE OF BISCAYNE PARK ONLY:
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30 _____
31 John R. Herin, Jr., Interim Village Attorney



VILLAGE OF BISCAYNE PARK
Village Commission Agenda Report
REGULAR MEETING

Item # 12.a

TO: Honorable Mayor & Members of the
Biscayne Park Village Commission

FROM: Virginia O’Halpin, Mayor

DATE: March 3, 2020

TITLE: Discussion Regarding Commissioners’ Compensation

Recommendation

Consideration and possible adoption of a Resolution establishing equal pay to all Commissioners and the Mayor for \$2,400.00 yearly. Each Commissioner will receive an increase of compensation from \$ 2,000.00 to \$ 2,400.00 and the Mayor will have a decrease of compensation from \$ 4,000.00 to \$ 2,400.00. The total amount of compensation paid will total \$12,000.00 year, which is the amount currently budgeted for Commissioner and Mayoral compensation.

Background

According to Chapter 2 – Administration – Article II – Village Commission - Section 2-17 of the Code of Ordinances of the Village of Biscayne Park (Village Code) the compensation paid to the Commission and Mayor is as follows:

Section 2-17 – Compensation to mayor and commissioners:

- (a) *Mayor.* The mayor of the village shall receive annual compensation which shall be set forth in the budget and which shall be paid in four (4) quarterly installments. This sum is a flat sum to reimburse the mayor for expenses while acting in his or her official capacity as mayor. The mayor shall receive no salary; and shall not be responsible to provide the village with an accounting of expenses.

- (b) *Commissioners.* The commissioners of the village shall receive annual compensation which shall be set forth in the budget and which shall be paid in four (4) quarterly installments. This sum is a flat sum to reimburse the commissioners for their expenses while acting in their official capacity as commissioners. The commissioners shall receive no salary; and shall not be responsible to provide the village with an accounting of expenses.

Resource Impact

The compensation paid to the Mayor and Commissioners is currently set in the budget at \$ 4,000.00 yearly for the Mayor and \$ 2,000.00 for each Commissioner. If eventually approved by the Commission, the proposed change in compensation will have no financial impact, since the total amount budgeted on a yearly basis will stay at \$12,000.00.

Attachment(s)

- Section 2-17, of Article II, of Chapter 2 of the Village Code
- Adopted Budget FY 2020 – Page 2 of 8 – Village Commission Budget
- Draft Resolution 2020-10

Prepared by: Virginia O'Halpin, Mayor

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RESOLUTION NO. 2020-10

A RESOLUTION OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA, AUTHORIZING AND DIRECTING THE INTERIM MANAGER TO PROCESS AN INTRADEPARTMENTAL BUDGET AMENDMENT REALLOCATING THE COMMISSION'S LINE ITEM APPROPRIATION OF COMPENSATION TO EQUALIZE THE YEARLY COMPENSATION OF THE MAYOR AND COMMISSIONERS IN THE AMOUNT OF \$2,400.00 EACH; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Florida Statutes provide that municipalities shall have the governmental, corporate, and proprietary powers to enable them to conduct municipal government, perform municipal functions, and render municipal service, and exercise any power for municipal purposes, except when expressly prohibited by law; and

WHEREAS, the Village Commission desires to equalize the yearly compensation of the Mayor and Commissioners to \$2,400.00 each; and

WHEREAS, Section 2-77 of the Code of Ordinances, Village of Biscayne Park (Biscayne Park Code) requires that all budget amendments involving salaries, benefits, capital outlay or contingency must be approved by the Village Commission.

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

Section 1. Recitals. The above recitals are true and correct, and incorporated herein by this reference and are hereby adopted as the legislative and administrative findings of the Village Commission.

Section 2. Equalization of Compensation. The Village Commission authorizes and directs the Interim Village Manager to process an intradepartmental budget amendment reallocating the Commission's line item appropriation of compensation to equalize the yearly compensation of the Mayor and Commissioners in the amount of \$2,400.00 each.

Section 3. Severability. If any section, sentence, clause or phrase herein is held to be invalid by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Resolution.

Section 4. Effective Date. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this ____ day of _____, 202_.

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

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Virginia "Ginny" O'Halpin, Mayor _____
William Tudor, Vice Mayor _____
Macdonald "Mac" Kennedy, Commissioner _____
Roxanna "Rox" Ross, Commissioner _____
Dan Samaria, Commissioner _____

VILLAGE OF BISCAYNE PARK

Virginia "Ginny" O'Halpin, Mayor

ATTEST:

Roseann Prado, Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE
USE AND RELIANCE OF THE VILLAGE OF BISCAYNE PARK ONLY:

John R. Herin, Jr., Interim Village Attorney

ARTICLE II. - VILLAGE COMMISSION

Footnotes:

--- (2) ---

Charter reference— *Election and powers of commission, art. I, § 5; commissioners head of departments, art. III, § 1.***State Law reference**— *Code of ethics for public officers and employees, F.S. § 112.311 et seq.; public meetings, F.S. § 286.011; public records, F.S. § 119.01 et seq.*

Sec. 2-16. - Meetings.

The regular meetings of the commission shall be held at 7:00 p.m., on the first Tuesday of each month at the village hall in the Village of Biscayne Park. The meeting time may be changed by resolution if approved by majority of the commission.

(Ord. No. 63, § 1, 1-17-40; Res. No. 801, 4-7-92)

Sec. 2-17. - Compensation to mayor and commissioners.

- (a) *Mayor.* The mayor of the village shall receive annual compensation which shall be set forth in the budget and which shall be paid in four (4) quarterly installments. This sum is a flat sum to reimburse the mayor for expenses while acting in his or her official capacity as mayor. The mayor shall receive no salary; and shall not be responsible to provide the village with an accounting of expenses.
- (b) *Commissioners.* The commissioners of the village shall receive annual compensation which shall be set forth in the budget and which shall be paid in four (4) quarterly installments. This sum is a flat sum to reimburse the commissioners for their expenses while acting in their official capacity as commissioners. The commissioners shall receive no salary; and shall not be responsible to provide the village with an accounting of expenses.

(Ord. No. 285, §§ 1, 2, 3-1-94)

Secs. 2-18—2-29. - Reserved.



**Adopted Budget
Fiscal Year 2020**

Transparency, Integrity & Professionalism

**September 20, 2019
Public Hearing**

