



Village of Biscayne Park

640 NE 114th Street
Biscayne Park, FL 33161
(305) 899-8000

Mayor and Commission

John R. Hornbuckle
Mayor

Kelly Mallette
Vice-Mayor

Commissioner
Robert (Bob) Anderson

Commissioner
Steve Bernard

Commissioner
Chester "Doc" Morris

Frank R. Spence
Village Manager

John J. Hearn
Village Attorney

Ann Harper
Village Clerk

AGENDA

SPECIAL COMMISSION MEETING

Ed Burke Recreation Center – 11400 NE 9th Court
Monday, June 22, 2009, 6:30 pm

1. Call to Order and Roll Call

2. Consideration of Entry Sign Change Order #1 to AAA Sign Solutions for L.E.D. Lights per Architect Savino/Miller plans and specifications (Manager Recommendation: Approval)

TBS

3. A. Consideration of Approval of the Locally Funded Agreement (LFA) Between the Village of Biscayne Park and the Florida Department of Transportation (FDOT)

B. RESOLUTION NO. 2009-8

A RESOLUTION OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA, AUTHORIZING THE APPROPRIATE VILLAGE OFFICIALS TO EXECUTE THE LOCALLY FUNDED AGREEMENT BETWEEN THE VILLAGE OF BISCAYNE PARK AND THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION WHICH WILL ALLOW THE DEPARTMENT TO PERFORM CURB WORK IN THE MEDIAN LOCATED ON S.R. 915/NE 6TH AVENUE FROM NE 113TH STREET TO NE 121ST STREET; PROVIDING FOR AN EFFECTIVE DATE

Village of Biscayne Park - Agenda

4. A. Consideration of Approval of Irrigation Maintenance Memorandum of Agreement with Florida Department of Transportation (FDOT)

- B. **RESOLUTION NO. 2009-9**

A RESOLUTION OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA, AUTHORIZING THE APPROPRIATE VILLAGE OFFICIALS TO EXECUTE THE FLORIDA DEPARTMENT OF TRANSPORTATION IRRIGATION MAINTENANCE MEMORANDUM OF AGREEMENT WITH THE VILLAGE OF BISCAYNE PARK ASSIGNING ALL MAINTENANCE RESPONSIBILITIES PERTAINING TO THE IRRIGATION WITHIN S.R. 915/NE 6TH AVENUE FROM NE 113TH STREET TO NE 121ST STREET TO THE VILLAGE IN PERPETUITY; PROVIDING FOR AN EFFECTIVE DATE

5. Selection of Project(s) to be submitted to Safe Neighborhood Parks Program
6. Adjournment

To be followed by 3rd Preliminary Budget Workshop

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 (4) days prior to the proceeding for assistance.

DECORUM

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



VILLAGE OF BISCAYNE PARK

**Office of the Village Manager
Frank R. Spence**

MEMORANDUM

**TO: Mayor Hornbuckle and
Commission Members**

**FROM: Frank R. Spence
Village Manager**

DATE: June 18, 2009

**SUBJECT: FDOT Locally Funded Agreement (LFA) With the Village
For SR-915/NE 6th Avenue ARRA Stimulus Project**

Attached is the revised LFA agreement that reflects the changes we requested which increased the total cost of the project which increased the amount of our contribution towards the project over and above our allocation of \$74,073, by another \$11,000, from \$25,000 to \$36,000. These increased costs are associated with a second trench being required to be dug to include conduit for future electrical service; five service boxes for future connections at \$400 each; only a 40% reduction for sod that won't be laid down, keeping a two foot strip of sod for road stabilization per DOT standards. However, FDOT will now pay for the landscape portion of all of the medians on NE 6th Avenue which is estimated to cost \$100,000.

My position remains the same: we need to do everything possible to have this project done properly and move forward while we have this opportunity funded mainly by FDOT Transportation Stimulus funds.

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LOCALLY FUNDED AGREEMENT

THIS LOCALLY FUNDED AGREEMENT (hereinafter 'Agreement') is made and entered into this ____ day of _____, 20__, between the **VILLAGE OF BISCAYNE PARK**, a municipal corporation of the State of Florida, hereinafter referred to as the 'VILLAGE', and the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION** a component agency of the State of Florida, hereinafter referred to as the 'DEPARTMENT'.

RECITALS:

WHEREAS, the DEPARTMENT has jurisdiction over and maintains the State Road (S.R.) 915/NE 6th Avenue corridor within the corporate limits of the VILLAGE; and

WHEREAS, the DEPARTMENT has agreed to install type "D" curbs on all median bullnoses, raised pavement markers around bullnoses, an irrigation system, conduits with pull boxes for future use, remove trees (including tree stumps) within medians, and re-grade existing material and sod (for pavement stabilization), on S.R. 915/NE 6th Avenue from NE 113th Street to NE 121st Street, subject to the terms and conditions detailed in this Agreement; and

WHEREAS, the VILLAGE shall fund the increased costs, under Financial Project Number 426407-1-52-01, associated with the installation of type "D" curbs on all median bullnoses, raised pavement markers around bullnoses, an irrigation system, conduits with pull boxes for future use, removal of trees (including tree stumps) within medians, and re-grading of existing material and sodding (for pavement stabilization), on S.R. 915/NE 6th Avenue from NE 113th Street to NE 121st Street, hereinafter collectively called the 'PROJECT', and as detailed in the attached Exhibit "A", "Scope of Services", which is herein incorporated by reference; and

WHEREAS, the parties are authorized to enter into this Agreement pursuant to **Sections 334.044(7) and 339.12 (2006), Florida Statutes**, and authorize its officers to do so.

NOW, THEREFORE, in consideration of the premises, the mutual covenants and other valuable considerations contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Recitals.** The Recitals to this Agreement are true and correct and are incorporated herein by reference and made a part hereof.
2. **General Requirements**
 - (a) A true and correct copy of the Resolution of the VILLAGE Commission approving this Agreement is attached hereto as Exhibit "C", 'VILLAGE OF BISCAYNE PARK RESOLUTION', and is incorporated herein by reference.
 - (b) The DEPARTMENT will administer and construct the PROJECT in accordance with the signed and sealed PROJECT plans and as detailed in the attached Exhibit "A", 'Scope of Services'. The DEPARTMENT will complete the PROJECT utilizing the funds provided by the VILLAGE.
 - (c) The VILLAGE will provide funding to the DEPARTMENT, in the aggregate amount of THIRTY SIX THOUSAND DOLLARS (\$36,000.00), for the PROJECT, subject further to the provisions in Section 3 of this Agreement and as outlined in the attached Exhibit "B", "Financial Summary", which is herein incorporated by reference.
 - (d) The DEPARTMENT Contractor will not commence work on the PROJECT until VILLAGE funding for the PROJECT is on deposit with the DEPARTMENT.
 - (e) Upon the receipt, authorization and encumbrance of funding received from the VILLAGE as a result of this Agreement, the DEPARTMENT Contractor will commence work on the PROJECT.

3. Financial Provisions.

- (a) The VILLAGE agrees that it will, no later than fourteen (14) calendar days after the DEPARTMENT's execution of this Agreement, furnish the DEPARTMENT an advance deposit in the amount of THIRTY SIX THOUSAND DOLLARS (\$36,000.00) for full payment of the estimated PROJECT cost for Locally Funded Project Number 426407-1-52-01. The advance deposit shall be the total estimated PROJECT cost plus allowances. The DEPARTMENT may utilize this deposit for payment of the costs of the PROJECT.
- (b) If the accepted bid amount plus allowances is in excess of the advance deposit amount, the VILLAGE will provide an additional deposit within fourteen (14) calendar days of notification from the DEPARTMENT or prior to posting the accepted bid, whichever is earlier, so that the total deposit is equal to the bid amount plus allowances. The DEPARTMENT will notify the VILLAGE as soon as it becomes apparent the accepted bid amount, plus allowances, is in excess of the advance deposit amount. However, failure of the DEPARTMENT to so notify the VILLAGE shall not relieve the VILLAGE from its obligation to pay for its full participation on final accounting as provided herein below. If the VILLAGE cannot provide the additional deposit within fourteen (14) days, a letter must be submitted to and approved by the DEPARTMENT's PROJECT manager indicating when the deposit will be made. The VILLAGE understands the request and approval of the additional time could delay the PROJECT, and additional costs may be incurred due to a delay of the PROJECT.

- (c) If accepted bid amount plus allowances is less than the advance deposit amount, the DEPARTMENT will refund the amount that the advance deposit exceeds the bid amount plus allowances if such refund is requested by the VILLAGE in writing.
- (d) Should PROJECT modifications or changes to bid items occur that increase the VILLAGE's share of total PROJECT costs, the VILLAGE will be notified by the DEPARTMENT accordingly. The VILLAGE agrees to provide, without delay, in advance of additional work being performed, adequate funds to ensure that cash on deposit with the DEPARTMENT is sufficient to fully fund its share of the PROJECT. The DEPARTMENT shall notify the VILLAGE as soon as it becomes apparent the actual costs will overrun the award amount. However, failure of the DEPARTMENT to so notify the VILLAGE shall not relieve the VILLAGE from its obligation to pay for its full participation during the PROJECT and on final accounting as provided herein below. Funds due from the VILLAGE during the PROJECT not paid within forty (40) calendar days from the date of the invoice are subject to an interest charge at a rate established pursuant to **Section 55.03, Florida Statutes (F.S.)**.
- (e) The DEPARTMENT intends to have its final and complete accounting of all costs incurred in connection with the work performed hereunder within three hundred and sixty (360) days of final payment to the Contractor. The DEPARTMENT considers the PROJECT complete when final payment has been made to the Contractor, not when the construction work is complete. All PROJECT cost records and accounts shall be subject to audit by a representative of the VILLAGE for a period of three (3) years after final close out of the PROJECT. The VILLAGE will be notified of the final cost. Both parties agree that in the event final accounting of total PROJECT

costs pursuant to the terms of this agreement is less than the total deposit to date, a refund of the excess will be made by the DEPARTMENT to the VILLAGE. If the final accounting is not performed within three hundred and sixty (360) days, the VILLAGE is not relieved from its obligation to pay.

- (f) In the event the final accounting of total PROJECT costs is greater than the total deposits to date, the VILLAGE will pay the additional amount within forty (40) calendar days from the date of the invoice from the DEPARTMENT. The VILLAGE agrees to pay interest at a rate as established pursuant to **Section 55.03, F.S.**, on any invoice not paid within forty (40) calendar days until the invoice is paid.
- (g) The payment of funds under this Locally Funded Agreement will be made directly to the DEPARTMENT for deposit.
4. **Effective Date of this Agreement.** This Agreement shall become effective upon execution by the VILLAGE and the DEPARTMENT and as of the date set forth on page one (1) hereof.
5. **Provisions Separable.** The provisions of this Agreement are independent of and separable from each other, and no provision shall be affected or rendered invalid or unenforceable by virtue of the fact that for any reason any other or others of them may be invalid or unenforceable in whole or in part.
6. **Amendment of Agreement.** This Agreement may only be amended by mutual agreement of the DEPARTMENT and the VILLAGE, expressed in writing and executed and delivered by each.
7. **Notices.** All notices, requests, demands and other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given, made

and received when delivered (personally, by courier service such as Federal Express, or by other messenger) against receipt or upon actual receipt of registered or certified mail, postage prepaid, return receipt requested, addressed as set forth below:

- (a) If to the VILLAGE: Village of Biscayne Park
640 NE 114th Street
Biscayne Park, FL 33161
Attention: Frank R. Spence, Village Manager
Ph.: 305-899-8000
- (b) If to the DEPARTMENT: Florida Department of Transportation
1000 NW 111 Avenue, Room 6202B
Miami, Florida 33172-5800
Attention: Michelle L. Meaux, JPA Coordinator

Any party may alter the address to which communications or copies are to be sent by giving notice of such change of address in conformity with the provisions of this paragraph for the giving of notice.

- 8. **Entire Agreement.** This Agreement, including its attached Exhibits, contain the sole and entire Agreement between the parties with respect to such subject matter and supersede any and all other prior written or oral agreements between them with respect to such subject matter.
- 9. **Binding Effect.** This Agreement shall be binding upon the parties and their respective representatives, successors and assigns.
- 10. **Waiver.** Waiver by either party of any breach of any provision of this Agreement shall not be considered as or constitute a continuing waiver or a waiver of any other breach of the same or any other provision of this Agreement.
- 11. **Captions.** The captions contained in this Agreement are inserted only as a matter of convenience or reference and in no way define, limit, extend or describe the scope of this Agreement or the intent of any of its provisions.

12. **Absence of Third Party Beneficiaries.** Nothing in this Agreement, express or implied, is intended to (a) confer upon any entity or person other than the parties and their permitted successors and assigns any rights or remedies under or by reason of this Agreement as a third party beneficiary or otherwise except as specifically provided in this Agreement; or (b) authorize anyone not a party to this Agreement to maintain an action pursuant to or based upon this Agreement.
13. **Other Documents.** The parties shall take all such actions and execute all such documents which may be reasonably necessary to carry out the purposes of this Agreement, whether or not specifically provided for in this Agreement provided that the parties further acknowledge that certain additional actions by the VILLAGE may require approval by the VILLAGE Council, and, to the extent such approval is required by applicable law, obtaining such approval shall be a condition to the obligations of the VILLAGE under this Section.
14. **Governing Law.** This Agreement and its interpretation of its terms shall be governed by the laws of the State of Florida without application of conflicts of law principles. Venue for any judicial administration or action to enforce or construe any term of this Agreement or arising from this Agreement shall lie exclusively in Miami-Dade County,

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the day and year first above written, VILLAGE OF BISCAYNE PARK, signing by and through its VILLAGE Mayor, and the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, signing by and through its District Secretary, each duly authorized to execute same.

VILLAGE OF BISCAYNE PARK:

**STATE OF FLORIDA,
DEPARTMENT OF TRANSPORTATION:**

BY: _____
VILLAGE MAYOR

BY: _____
DISTRICT SECRETARY

ATTEST: _____
(SEAL) VILLAGE CLERK

ATTEST: _____
(SEAL) EXECUTIVE SECRETARY

LEGAL REVIEW:

VILLAGE ATTORNEY

DISTRICT CHIEF COUNSEL

EXHIBIT 'A'

SCOPE OF SERVICES

The PROJECT work consists of the installation of type "D" curbs on all median bullnoses, raised pavement markers around bullnoses, an irrigation system, conduits with pull boxes for future use, removal of trees (including tree stumps) within medians, and re-grading of existing material and sodding (for pavement stabilization), on S.R. 915/NE 6th Avenue from NE 113th Street to NE 121st Street in the VILLAGE.

S.R. 915/NE 6th Avenue is the primary road running South-North through the VILLAGE. The total length of this section of the State Road is approximately 0.6 miles. S.R. 915 is a State Urban Minor Arterials connecting Downtown Miami to Miami Gardens. The roadway improvement proposed will improve American Disability Act (ADA) compliance and pedestrian safety.

PROJECT LIMITS: S.R. 915/NE 6th Avenue from NE 113th Street to NE 121st Street

DEPARTMENT Financial Project Number: **426407-1-52-01**

COUNTY: **Miami-Dade**

DEPARTMENT Project Manager: **Daniel Iglesias, P.E. 305-470-5266**

VILLAGE Project Manager: **Frank R. Spence, Village Manager; 305-899-8000**

EXHIBIT 'B'

FINANCIAL SUMMARY

The DEPARTMENT's Work Program allocates the following funding, programmed under Financial Project Number 426407-1-52-01, for PROJECT completion:

<u>Fiscal Year:</u>	<u>Amount:</u>	<u>Fund Type:</u>
2008/2009	\$74,073.00	Federal Stimulus Funds (FSSU)
2008/2009	<u>\$36,000.00</u>	Local Funds (LF)
TOTAL:	\$110,073.00	

VILLAGE OF BISCAYPNE PARK FINANCIAL RESPONSIBILITY: \$36,000.00

EXHIBIT 'C'

VILLAGE OF BISCAYNE PARK RESOLUTION

To be attached hereto and incorporated herein once ratified by the VILLAGE Commission.

DRAFT

RESOLUTION NO. 2009-8

A RESOLUTION OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA, AUTHORIZING THE APPROPRIATE VILLAGE OFFICIALS TO EXECUTE THE LOCALLY FUNDED AGREEMENT BETWEEN THE VILLAGE OF BISCAYNE PARK AND THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION WHICH WILL ALLOW THE DEPARTMENT TO PERFORM CURB WORK IN THE MEDIAN LOCATED ON S.R. 915/NE 6TH AVENUE FROM NE 113TH STREET TO NE 121ST STREET; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the State of Florida Department of Transportation (hereinafter "Department") has jurisdiction over and maintains the S.R. 915/NE 6th Avenue corridor within the corporate limits of the Village of Biscayne Park; and

WHEREAS, the Department has agreed to install type "D" curbs on all median bullnoses, raised pavement markers around bullnoses, an irrigation system, remove trees (including tree stumps) within medians, and excavate and re-grade existing material and re-sod (in planting areas only), on S.R. 915/NE 6th Avenue from NE 113th Street to NE 121st Street, subject to the terms and conditions detailed in this Agreement; and

WHEREAS, the Village has agreed to fund the increased costs, under Financial Project Number 426407-1-52-01, associated with the installation of type "D" curbs on all median bullnoses, raised pavement markers around bullnoses, an irrigation system, removal of trees (including tree stumps) within medians, and excavation and re-grading of existing material and re-sodding (in planting areas only), on S.R. 915/NE 6th Avenue from NE 113th Street to NE 121st Street, as detailed in Exhibit "A", attached hereto and incorporated herein; and

WHEREAS, the Village Commission of the Village of Biscayne Park deems it to be in the best interests of its citizens to authorize the appropriate Village officials to execute the Locally Funded Agreement between the Village of Biscayne Park and the State of Florida Department of

Transportation which will allow the Department to perform curb work in the median located on S.R. 915/NE 6th Avenue from NE 113th Street to NE 121st Street;

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

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 appropriate Village officials are hereby authorized to execute the Locally Funded Agreement between the Village of Biscayne Park and the State of Florida Department of Transportation which will allow the Department to perform curb work in the median located on S.R. 915/NE 6th Avenue from NE 113th Street to NE 121st Street, attached hereto and incorporated herein as Exhibit "B".

Section 4. This Resolution shall become effective upon adoption.

PASSED AND ADOPTED this 22nd day of June, 2009.

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

John Hornbuckle, Mayor

Attest:

Mayor Hornbuckle _____
Vice Mayor Mallette _____
Commissioner Bernard _____
Commission Morris _____
Commissioner Anderson _____

Ann Harper, Village Clerk

Approved as to form:

John J. Hearn, Village Attorney

**FLORIDA DEPARTMENT OF TRANSPORTATION
IRRIGATION
MAINTENANCE MEMORANDUM OF AGREEMENT
WITH THE
VILLAGE OF BISCAYNE PARK**

This **AGREEMENT**, entered into this ____ day of _____, 20__, by and between the **FLORIDA DEPARTMENT OF TRANSPORTATION**, a component agency of the State of Florida, hereinafter called the **DEPARTMENT**, and the **VILLAGE OF BISCAYNE PARK**, a municipal corporation of and existing under the Laws of the State of Florida, hereinafter called the **VILLAGE**.

RECITALS:

WHEREAS, the **DEPARTMENT** has jurisdiction over **State Road (S.R.) 915/NE 6th Avenue from NE 113th Street to NE 121st Street**, within the limits of the **VILLAGE**, as part of the State of Florida Highway System; and

WHEREAS, the **DEPARTMENT** has drafted design plans for improvements on S.R. 915/NE 6th Avenue in accordance with **DEPARTMENT Contract # T-6212**, the limits of which, hereinafter **PROJECT LIMITS**, are described in the attached Exhibit 'A', which by reference hereto shall become a part hereof; and

WHEREAS, the parties hereto mutually recognize the need for entering into an **AGREEMENT** designating and setting forth the responsibilities of each party; and

WHEREAS, the **VILLAGE**, by Resolution No. 2009-9, dated 5-21-2009, attached hereto as Exhibit 'B', which by reference hereto shall become a part hereof, desires to enter into this **AGREEMENT** and authorizes its officers to do so.

NOW, THEREFORE, for and in consideration of the mutual benefits to flow each to the other, the parties covenant and agree as follows:

1. DEPARTMENT RESPONSIBILITIES

a. Assignment

The **DEPARTMENT** and the **VILLAGE** agree that, by executing this **AGREEMENT**, all maintenance responsibilities

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pertaining to the irrigation within the **PROJECT LIMITS** will be assigned to the **VILLAGE** in perpetuity.

2. VILLAGE'S MAINTENANCE RESPONSIBILITIES

The **VILLAGE** shall be solely responsible for the maintenance and preservation of the irrigation within the **PROJECT LIMITS**.

- a. Ensure that the irrigation system is fully functional by performing routine and regular observations of irrigation performance; identifying damage and/or malfunctions; repairing and/or replacing broken or missing irrigation equipment; and adjusting spray heads to eliminate overspray of water onto paved areas. All costs associated with water use will be the responsibility of the **VILLAGE**.

The above-named functions to be performed by the **VILLAGE** may be subject to periodic inspections by the **DEPARTMENT** at its sole discretion. Such inspection findings will be shared with the **VILLAGE** and shall be the basis of all decisions regarding reworking or agreement termination. The **VILLAGE** shall not change or deviate from said plans without written approval of the **DEPARTMENT**.

3. MAINTENANCE DEFICIENCIES

If, at any time while the terms of this **AGREEMENT** are in effect, it shall come to the attention of the **DEPARTMENT** that the **VILLAGE's** responsibility as established herein or a part thereof is not being properly accomplished pursuant to the terms of this **AGREEMENT**, the **DEPARTMENT** may, at its option, issue a written notice, in care of the **VILLAGE MANAGER**, to place the **VILLAGE** on notice regarding its maintenance deficiencies. Thereafter, the **VILLAGE** shall have a period of thirty (30) calendar days within which to correct the cited deficiency or deficiencies. If said deficiencies are not corrected within this time period, the **DEPARTMENT** may, at its option, proceed as follows:

- a. Maintain the irrigation system, or a part thereof, with **DEPARTMENT** or contractor's personnel and invoice the **VILLAGE** for expenses incurred; or
- b. Terminate the **AGREEMENT** in accordance with Section 6 of this **AGREEMENT** and remove, by **DEPARTMENT** or contractor's

personnel, all of the irrigation installed under this **AGREEMENT** or any preceding agreements and charge the **VILLAGE** the reasonable cost of such removal.

4. NOTICES

All notices, requests, demands, consents, approvals, and other communication which are required to be served or given hereunder, shall be in writing and shall be sent by registered mail or certified U.S. mail, return receipt requested, postage prepaid, addressed to the party to receive such notices as follows:

To the DEPARTMENT: Florida Department of Transportation
1000 Northwest 111 Avenue, Room 6205
Miami, Florida 33172-5800
Attention: District Maintenance Engineer

To the VILLAGE: Village of Biscayne Park
640 NE 114th Street
Biscayne Park, Florida 33161
Attention: Village Manager

5. IRRIGATION SYSTEM

- a. It is understood between the parties hereto that the irrigation covered by this **AGREEMENT** may be removed, relocated or adjusted at any time in the future, as found necessary by the **DEPARTMENT**, in order that the adjacent state road be widened, altered or otherwise changed and maintained to meet with future criteria or planning of the **DEPARTMENT**. The **VILLAGE** shall be given sixty (60) calendar days notice to remove said irrigation after which time the **DEPARTMENT** may remove same.
- b. The **VILLAGE** may construct additional irrigation within the **PROJECT LIMITS** identified as a result of this document, subject to the following conditions:
 - i. Plans for any new and/or additional materials shall be subject to approval by the **DEPARTMENT**. The **VILLAGE** shall not change or deviate from said plans without written approval by the **DEPARTMENT**.
 - ii. All irrigation shall be developed and implemented in accordance with appropriate state safety and road design standards.

- iii. The **VILLAGE** agrees to comply with the requirements of this **AGREEMENT** with regard to any additional materials installed.

6. TERMINATION

This **AGREEMENT** is subject to termination under any one of the following conditions:

- a. By the **DEPARTMENT**, if the **VILLAGE** fails to perform its duties under Section 2, following thirty (30) days written notice.
- b. In accordance with Section **237.058(1)(c)**, **Florida Statutes**, the **DEPARTMENT** shall reserve the right to unilaterally cancel this **AGREEMENT** if the **VILLAGE** refuses to allow public access to any or all documents, papers, letters, or other materials made or received by the **VILLAGE** pertinent to this **AGREEMENT**, which are subject to provisions of Chapter 119, of the Florida Statutes.
- c. Only if mutually agreed to by both parties with a six (6) month written notice.

7. TERMS

- a. The terms of this **AGREEMENT** shall only commence upon execution by all parties. This **AGREEMENT** shall continue in perpetuity or until termination as set forth in Section 6.
- b. This writing embodies the entire **AGREEMENT** and understanding between the parties hereto and there are no other agreements and understanding, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby.
- c. The **DEPARTMENT's** District Secretary shall decide all questions, difficulties and disputes of any nature whatsoever that may arise under or by reason of this **AGREEMENT**, the prosecution or fulfillment of the service hereunder and the character, quality, amount and value thereof; and his decision upon all claims, questions and disputes shall be final and conclusive upon the parties hereto.
- d. This **AGREEMENT** is nontransferable and nonassignable in

whole or in part without the prior written consent of the DEPARTMENT.

- e. This AGREEMENT, regardless of where executed, shall be governed by and constructed in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed the day and year first above written.

VILLAGE OF BISCAYNE PARK:

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION:

BY: _____
VILLAGE Mayor

BY: _____
District Secretary

ATTEST: _____ (SEAL)
VILLAGE Clerk

ATTEST: _____
Executive Secretary

LEGAL REVIEW:

BY: _____
VILLAGE Attorney

BY: _____
District Chief Counsel

EXHIBIT 'A'

PROJECT LIMITS

Below are the limits of the irrigation to be maintained under this **AGREEMENT**.

State Road Number: 915/ NE 6th Avenue
Agreement Limits: From NE 113th Street to NE 121st Street
County: Miami-Dade

DRAFT

EXHIBIT 'B'

VILLAGE OF BISCAYNE PARK RESOLUTION

2009-9

To be herein incorporated once ratified by the VILLAGE Board of Commissioners.

DRAFT

RESOLUTION NO. 2009-9

A RESOLUTION OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA, AUTHORIZING THE APPROPRIATE VILLAGE OFFICIALS TO EXECUTE THE FLORIDA DEPARTMENT OF TRANSPORTATION IRRIGATION MAINTENANCE MEMORANDUM OF AGREEMENT WITH THE VILLAGE OF BISCAYNE PARK ASSIGNING ALL MAINTENANCE RESPONSIBILITIES PERTAINING TO THE IRRIGATION WITHIN S.R. 915/NE 6TH AVENUE FROM NE 113TH STREET TO NE 121ST STREET TO THE VILLAGE IN PERPETUITY; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the State of Florida Department of Transportation (hereinafter "Department") has jurisdiction over S.R. 915/NE 6th Avenue from NE 113th Street to NE 121st Street, within the limits of the Village of Biscayne Park as part of the State of Florida Highway System; and

WHEREAS, the Department has drafted design plans for improvements on S.R. 915/NE 6th Avenue in accordance with Department Contract #T-6212, the limits of which are hereinafter described in Exhibit "A", attached hereto and incorporated herein; and

WHEREAS, the Village and the Department mutually recognize the need for entering into an agreement designating and setting forth the responsibilities of each party; and

WHEREAS, the Village Commission of the Village of Biscayne Park deems it to be in the best interests of its citizens to authorize the appropriate Village officials to execute the Florida Department of Transportation Irrigation Maintenance Memorandum of Agreement with the Village of Biscayne Park assigning all maintenance responsibilities pertaining to the irrigation within S.R. 915/NE 6th Avenue from NE 113th Street to NE 121st Street to the Village in perpetuity;

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

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 appropriate Village officials are hereby authorized to execute the Florida Department of Transportation Irrigation Maintenance Memorandum of Agreement with the Village of Biscayne Park assigning all maintenance responsibilities pertaining to the irrigation within S.R.

915/NE 6th Avenue from NE 113th Street to NE 121st Street to the Village in perpetuity, attached hereto and incorporated herein as Exhibit "B".

Section 4. This Resolution shall become effective upon adoption.

PASSED AND ADOPTED this ___ 22nd ___ day of ___ June ____, 2009.

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

John Hornbuckle, Mayor

Attest:

Mayor Hornbuckle _____
Vice Mayor Mallette _____
Commissioner Bernard _____
Commission Morris _____
Commissioner Anderson _____

Ann Harper, Village Clerk

Approved as to form:

John J. Hearn, Village Attorney



PUBLIC NOTICE

**SAFE NEIGHBORHOOD PARKS BOND PROGRAM
REQUEST FOR PROPOSALS
NUMBER SNP0809**

Miami-Dade County announces the availability of approximately \$6 million in grant funds for land acquisition/and or capital development of public parks. Public Agencies and Not-For-Profit organizations may apply.

Grant funds must be expended within one year after the funds are allocated by the Board of County Commission to a stakeholder. **There will be no contract extensions.** Grants require a dollar-for-dollar cash match with a \$10,000 minimum application amount.

Guidelines and application forms will be available beginning June 15, 2009 at 2 p.m. You may pick up an application at:

Stephen P. Clark Center
Office of Capital Improvements
111 NW 1 Street, Ste. 2130
Miami, FL 33128

You may also request an application package via email: vrubert@miamidade.gov

Complete application packages must be received no later than 2:00 p.m. Monday, July 20, 2009 at the Clerk of the Board, 111 NW 1st Street, RM 17-202, Miami, FL 33128

RECREATION ADVISORY BOARD

Safe Neighborhood Parks (SNP) Funding: Next the Board focused on potential projects to be funded by SNP. Frank opined that due to the 50/50 match of funds required, the Village could afford to apply for up to \$100,000 total. After lengthy discussion, the consensus of the Board was to recommend that the Commission authorize staff to apply for funding of the following items in order of priority:

- 1) Interior: Building refurbishment and modernization of equipment, including:
 - a. Restrooms, roof and concessions.
 - b. Purchase of a defibrillator and appropriate staff training.
 - c. Purchase and install equipment for upgrades and expansion of wifi capacity.
 - d. Purchase and install exterior sound system (for movie-night and other special events).
- 2) Exterior: Shaded seating areas, starting with the NW corner – street furniture designed with sensitivity to allowing access for the elderly

Previously I advised the Commission that the Parks & Parkways Advisory Board voted for implementing the Park Master Plan with a shade canopy over the playground, and, secondly, to acquire the two vacant lots owned by the church. Last night the Recreation Advisory Board voted to recommend modernizing the interior of the Recreation Center including the restrooms and upgrade the equipment to include adding defibrillators. Secondly, adding benches and table with canopies around the periphery of the park.

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