



Village of Biscayne Park

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

Mayor and Commission

John R. Hornbuckle
Mayor

Robert "Bob" Anderson
Vice-Mayor

Steve Bernard
Commissioner

Kelly Mallette
Commissioner

Chester H. Morris, M.D.
Commissioner

Frank R. Spence
Village Manager

John J. Hearn
Village Attorney

Ann Harper
Village Clerk

AGENDA

REGULAR COMMISSION MEETING

Ed Burke Recreation Center – 11400 NE 9th Court
Tuesday, July 7, 2009 - 7:00 pm

1. CALL TO ORDER and ROLL CALL
2. PLEDGE OF ALLEGIANCE
3. ORDER OF BUSINESS - ADDITIONS, DEFERRALS, OR DELETIONS TO AGENDA
4. PRESENTATIONS
 - A. Presentation by Commissioner Kelly Mallette, on behalf of Miami-Dade County Mayor Carlos Alvarez, presenting to the Village a Full-size Defibrillator to be located in the Recreation Center
5. PUBLIC COMMENTS RELATED TO AGENDA ITEMS
6. CONSENT AGENDA (Motion to be made for all as one or remove for discussion) Tab #6
 - A. Approval of Minutes – (1) Regular Meeting June 2, 2009
(2) 2nd Preliminary Budget Workshop June 10, 2009
(3) Special Meeting June 22, 2009
(4) 3rd Preliminary Budget Workshop June 22, 2009
7. PUBLIC HEARINGS
 - A. SECOND READING OF ORDINANCES - None
 - B. VARIANCES - None
8. ORDINANCES – FIRST READING – None

Village of Biscayne Park - Agenda

9. RESOLUTIONS – TAB #9

A. DISCUSSION AND SELECTION OF PROJECT(S) TO BE REQUESTED.

1. Recommendations of the Parks & Parkways Advisory Board and The Recreation Advisory Board.

B. RESOLUTION 2009-12

A RESOLUTION OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA, AUTHORIZING APPLICATION FOR GRANT FROM THE SAFE NEIGHBORHOOD PARKS BOND PROGRAM; AUTHORIZING THE VILLAGE CLERK TO TRANSMIT THIS RESOLUTION TO THE APPROPRIATE OFFICIALS; PROVIDING FOR AN EFFECTIVE DATE

10. OLD BUSINESS

- A. Consideration of filling the Alternate Member position on the Planning and Zoning Board to replace Elizabeth Piotrowski who was appointed as a Regular Member (Continued from June 2, 2009, meeting)

B. Consideration of activating Ecology Advisory Board

- (1) Enabling Ordinance
- (2) List of members and appointments by Commissioners
- (3) Notification of appointment of Dr. Victor Romano to the Ecology Advisory Board. (Vice-Mayor Anderson's appointment)

11. NEW BUSINESS – TAB #11

- A. Consideration of a possible rehearing of a variance granted to Tomas Jakovlsevic on November 9, 2004 concerning removal of hedge at 600 NE 119th Street
- B. Confirmation of Commissioner Anderson to serve as Vice-Mayor beginning July 1, 2009 to December 8, 2009 as determined in the order of service by the Commission on December 18, 2007
- C. Selection of Voting Delegate for the Annual Conference of Florida League of Cities August 13 – 15, 2009
- D. Selection of date for next Budget Workshop
- E. Award of contract to BFA Environmental Consultants, Barnes, Ferland and Associates, Inc., to provide EMERGENCY DEBRIS DISPOSAL MONITORING SERVICES, utilizing the Village of Miami Shores RFP and award, subject to Village Attorney's final approval.

Village of Biscayne Park - Agenda

- 11. F. Award of contract to SOLID RESOURCES, INC., to provide EMERGENCY RESPONSE & RECOVERY SERVICES, utilizing the Village of Miami Shores FRP and award, subject to the Village Attorney's final approval.**

12. GOOD AND WELFARE (PUBLIC)

13. REPORTS

A. Committee Reports

- 1. Parks & Parkways Advisory Board – Dan Keys, Chairman**
- 2. Recreation Advisory Board – Roxanna Ross, Chairman**

B. Village Attorney Comments

C. Village Manager Comments

- 1. Report from Police Chief Glansberg**
- 2. Updates on various projects**

D. Commission Comments

- 1. Commissioner Anderson**
- 2. Commissioner Bernard**
- 3. Commissioner Mallette**
- 4. Vice-Mayor Anderson**
- 5. Mayor Hornbuckle**

14. ANNOUNCEMENTS -All public meetings are held at the Ed Burke Recreation Center 11400 NE 9th Court

*Wednesday, July 8	Parks & Parkways Advisory Board 6 pm
*Thursday, July 9	4th Preliminary Budget Workshop 6:30 pm
*Saturday, July 11	Workshop 9 – 12 noon – Sidewalk installation from Recreation Center to Village Hall to NE 6th Avenue
*Tuesday, July 14	Code Review Committee 7 pm
*Monday, July 20	Planning & Zoning Board 6:30 pm
*Tuesday, July 21	Code Enforcement Board 7 pm
*Monday, July 27	Code Review Committee 7 pm
*Monday, August 3	Planning & Zoning Board 6:30 pm
*Tuesday, August 4	Regular Commission Meeting 7 pm
(Date to be determined)	Recreation Advisory Board 6:30 pm

Village of Biscayne Park - Agenda

15. ADJOURMENT

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

MINUTES

REGULAR MEETING

Ed Burke Recreation Center – 11400 NE 9th Court
Tuesday, June 2, 2009, 7:00 pm

Mayor Hornbuckle called the meeting to order at 7 p.m. In addition to Mayor Hornbuckle, present were Vice-Mayor Kelly Mallette and Commissioners Bob Anderson, Steve Bernard, and Chester "Doc" Morris. Present from Staff were Frank Spence, Village Manager; John Hearn, Village Attorney; Mitchell Glansberg, Police Chief; Bernard Pratt, Public Works Director; and Ann Harper, Village Clerk.

Commissioner Anderson led the Pledge of Allegiance followed by a moment of silence.

3. ORDER OF BUSINESS - ADDITIONS, DEFERRALS, OR DELETIONS TO AGENDA

Mr. Spence removed items 10A and 10B from the Agenda

4. PRESENTATIONS

A. State Representative Ronald Brisé, Florida House of Representatives, District 108 – Legislative Update

Representative Brisé was introduced by Mayor Hornbuckle. Mr. Brisé thanked the residents for opportunity to serve them in Tallahassee. He reported on legislative changes which were made during the last session and advised that various fees have been raised, including the cost for operating vehicles in Florida. Many costs will be transferred to taxpayers, and taxpayers will see an increase in millage rates as the cost of public education is being passed to the residents. Town Hall meetings will be held soon to discuss bills which have passed related to growth management issues. Mayor Hornbuckle thanked Mr. Brisé for his report.

B. Presentation of Certificate of Appreciation to "Coach" Joe de Madet

Mayor Hornbuckle read the Certificate of Appreciate and presented it to Coach Joe, who thanked the Mayor and told the audience about the new sports programs which will be introduced during the summer.

C. Report from Joe Mojica regarding classes and attendance at Miami-Dade College classes in Recreation Center

Joe Mojica distributed a print-out which outlined the enrollment and areas by zip codes of the students enrolled in the Spring and Summer 2009 Miami-Dade College classes being held in the Recreation Center.

There were 35 students in the Spring classes and so far 50 students have enrolled for summer classes.

5. PUBLIC COMMENTS RELATED TO AGENDA ITEMS

Mayor Hornbuckle announced that a special Charette or workshop will be held for residents to express their feelings about the "greenways" project proposed for use of the Federal Stimulus Funds which are available to the Village. He invited residents to speak on the subject of the proposal which was submitted for the sidewalks to be installed between Village Hall and the Metro Dade bus route. The following speakers were in opposition to the proposal:

Wayne Whetzel, 767 NE 114th Street

Victor Amano, 725 NE 114th Street

Rose Van Huvelin, 760 NE 114th Street

Loren Gruen, 11401 NE 7th Avenue

Barbara Kuhl, 777 NE 111th Street

Melinda Gordon, 643 NE 114th Street

Michael McGinn, 801 NE 113th Street

Chuck Ross, 11166 Griffing Blvd.

Karen Cohen, 11323 NE 8th Avenue

Arthur Ehrhardt said he was in favor of the project.

Judi Hamelburg said it was time to install sidewalks and walkways in the Village, and the project should be moved forward.

6. CONSENT AGENDA (Motion to be made for all as one or remove for discussion) Tab #6

- A. Approval of Minutes – (1) Regular Meeting April 7, 2009
(revised as directed on May 5, 2009)
(2) Budget Workshop May 21, 2009
(3) Special Meeting May 21, 2009**

- B. Receipt of 2nd Quarter Financial Report for period ending 3/31/09**

Motion was made by Commissioner Anderson, seconded by Commissioner Morris, to approve the Consent Agenda. The motion carried by voice vote, 5/0.

7. PUBLIC HEARINGS – TAB #7

A. SECOND READING OF ORDINANCES - None

B. VARIANCES

Property owners Jose Luis and Dolores Hernandez of 11608 NE 6 Avenue request a variance from the Code provisions:

10.2.1 Residential sector regulations. No residential building or land shall be used and no residential building shall be erected, constructed, reconstructed or structurally altered for any specific use except according to the regulation contained in Table A, Residential Sectors. Table A Residential Sectors (Residential Sector A) Minimum Setbacks for Side is 10’.

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

To allow:

#1 - An encroachment of 1’ into side setback for existing bathroom constructed without permits; side setback required is 10’; total side setback is currently 9’. Planning and Zoning Board recommended Approval on April 6, 2009, with a vote 5-0.

#2 - To keep 9’ 6” free standing outside wall used for racquetball; maximum height permitted is 6’ for fence or wall. Planning and Zoning Board recommended Denial on April 6, 2009, with a vote 4-1.

Attorney Hearn read the Variance Requests and asked those people in the audience who would be speaking on the subject to raise their hands to be sworn in as witnesses. Attorney Hearn then read the criteria which should be used for approval of the requests.

The son of the property owner said the bathroom and the wall were both at the house when it was purchased by his parents in 2001.

Vice-Mayor Mallette asked whether or not the bathroom has been inspected. Attorney Hearn said any approval of variances would be conditioned upon the structures receiving inspections. Vice-Mayor Mallette said she did not have a problem with the bathroom being in the setback area, but the wall structure is not appropriate for a home.

Gage Hartung, Chairman of Planning and Zoning Board, said it could not be determined when the bathroom was constructed, and the nine-foot wall encroaches on property lines. The P & Z Board voted to deny the request to keep the wall because the maximum height allowed for a fence or hedge is six feet.

Motion was made by Vice [Mayor Mallette, seconded by Commissioner Morris, to approve the encroachment of the existing bathroom into the setback area with the condition that the bathroom is inspected and compliance must be within 90 days. The motion carried by voice vote, 5/0.

Motion was made by Commissioner Morris, seconded by Commissioner Anderson, to deny the request to retain the nine-foot racquetball wall, and the wall must be removed within ninety days. The motion carried by voice vote, 5/0.

C. UPDATE ON PROPOSED PEDESTRIAN WALK/GREENWAY LINKING VILLAGE CENTER WITH METRO-DADE BUS ROUTES, 2009 FEDERAL TRANSIT (FTA 5307) STIMULUS FUNDS

Workshop scheduled for Saturday, July 11th, 2009, 9 am – noon at Ed Burke Recreation Center.

8. ORDINANCES – FIRST READING – None

9. RESOLUTIONS – NONE

10. OLD BUSINESS

- A. Consideration of Entry Sign Change Order #1 to AAA Sign Solutions in the amount of \$6,218.00 for L.E.D. Lights per Architect Savino/Miller plans and specifications (Manager Recommendation: Approval) – Removed from Agenda**
- B. Consideration of Entry Sign Change Order #2 to AAA Sign Solutions in the amount of \$3,786.00 for Concrete Foundation And Footing per Architect Savino/Miller plans and specifications (Manager Recommendation: Approval) – Removed from Agenda**
- C. Consideration of filling the Alternate Member position on the Planning and Zoning Board to replace Elizabeth Petrowski who was appointed as a Regular Member (Continued from May 5, 2009, meeting). – No action**
- D. Consideration of filling the Alternate Member position on the Parks & Parkways Advisory Board to replace Jane Ansley, who was appointed as a Regular Member (Continued from May 5, 2009, meeting) – Barbara Kiers was appointed to the position of Alternate**
- E. Consideration of activating Ecology Advisory Board**
 - (1) Enabling Ordinance**
 - (2) List of members and appointments by Commissioners**

Mr. Spence said that this Advisory Board was created to replace the original Beautification Committee, and "green" is now at the forefront of both national and local issues. The people who were appointed to this Board when it was created should be contacted to determine their interest, and after contacting the members originally appointed, the Commissioners should inform the Village Clerk of their appointments.

F. Selection of dates for FEC Workshop and 2nd Preliminary Budget Workshop

The Budget Workshop was scheduled for Wednesday, June 10th, at 6:30 p.m.
The FEC workshop was tentatively scheduled for Saturday, August 1st, or Saturday, August 8th.
The Village Clerk will contact FEC representatives and notify them of these dates.

11. NEW BUSINESS – TAB #11

A. Announcement of 2009 Safe Neighborhood Parks Request for Proposals and Availability of Grant Funds for Additional Projects with June 30,2009 Deadline (Vice-Mayor Mallette)

Vice-Mayor Mallette said money is available for grants, and Mr. Spence has the timeline. The project must be completed in twelve months, and it requires matching funds. The match will be in the next fiscal year. In response to Commissioner Morris' question, Vice-Mayor Mallette said land acquisition and improvements are looked upon favorably when consideration is being given to proposed projects, especially if the land is for a park. June 30 is the deadline for submission of proposals.

Mr. Spence said the Village has two major Boards to ask for input – the Parks & Parkways Board and the Recreation Board.

12. GOOD AND WELFARE (PUBLIC)

Brett Shinn spoke in favor of allowing metal roofs in the Village

Kelly Romano, 725 NE 114th St. , said she hopes that overflow parking at the Church of the Resurrection dos not continue to be like it was this past Sunday

Karen Cohen said she would like the Village to apply for a waiver for more time to submit the project to use Federal Transit Stimulus funds.

13. REPORTS

A. Committee Reports

- 1. Parks & Parkways Advisory Board – Dan Keys, Chairman – no report**
- 2. Recreation Advisory Board – Roxanna Ross, Chairman**

Mr. Spence said he and Mrs. Ross met with Miami Fitness representatives regarding Summer Camp. Although sign-up was not up to their expectations, they are optimistic. They have requested Commission approval to rent the Village's bus on two mornings, with the Village furnishing the driver. The Commission approved the rental of the bus.

B. Village Attorney Comments

Attorney Hearn updated the Commission on recent legislative changes in the State growth management laws which will affect traffic concurrency and new developments. He also said he has received calls regarding the Village's fence ordinance and will be looking into making some revisions.

C. Village Manager Comments

1. Report from Police Chief Glansberg

Chief Glansberg said Father Cutie's first service at the Church of the Resurrection brought three hundred additional cars and over four hundred additional people.

2. Updates on various projects and Commission Directives

Mr. Spence said the County Commission approved the transfer of \$365,000 from Village Hall to the Public Works facility. County Commissioner Heyman sponsored the agenda item. He said a report has been received showing there is no asbestos in the Public Works trailer. The preliminary tax roll for the Village has been received, and it is \$171 million, which is a four percent reduction in value.

D. Commission Comments

- 1. Commissioner Anderson**
- 2. Vice-Mayor Mallette**
- 3. Commissioner Morris**
- 4. Commissioner Bernard**
- 5. Mayor Hornbuckle**

14. ANNOUNCEMENTS -All public meetings are held at the Ed Burke Recreation Center 11400 NE 9th Court

- | | |
|---------------------------|--|
| *Wednesday, June 3 | Parks & Parkways Advisory Board 6 pm |
| *Tuesday, June 9 | Code Review Committee 7 pm |
| *Monday, June 15 | Planning & Zoning Board 6:30 pm |
| *Monday, June 15 | Recreation Advisory Board 6:30 pm |
| *Tuesday, June 16 | Code Enforcement Board 7 pm |
| *Tuesday, June 23 | Code Review Committee 7 pm |
| *Friday, July 3 | All Departments closed in observance of July 4th Holiday |
| *Monday, July 6 | Planning & Zoning Board 6:30 pm |
| *Tuesday, July 7 | Regular Commission Meeting 7 pm |

There being no further business to come before the Commission, the meeting was adjourned at 9:15 p.m.

Commission approved __July 7, 2009__

Attest:

John Hornbuckle, Mayor

Ann Harper, Village Clerk



Village of Biscayne Park

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

MINUTES

2nd PRELIMINARY BUDGET WORKSHOP

**Ed Burke Recreation Center – 11400 NE 9th Court
Wednesday, June 10, 2009 – 6:30 pm**

1. CALL TO ORDER and ROLL CALL

Mayor Hornbuckle called the 2nd Preliminary Budget Workshop to order at 6:35 p.m. In addition to Mayor Hornbuckle, the following were present: Commissioners Bob Anderson, Steve Bernard, and Chester "Doc" Morris, and Vice-Mayor Kelly Mallette. Present from Staff were: Mitch Glansberg, Police Chief; Frank Spence, Village Manager; John Hearn, Village Attorney, and Ann Harper, Village Clerk.

2. DISCUSSION OF PROPOSED FISCAL YEAR 2009-2010 BUDGET

Mayor Hornbuckle said that three departmental budgets would be discussed tonight. He asked the Commissioners whether or not they would like to allow public comments. Commissioner Anderson said that public comments should be offered at later budget meetings, not the preliminary meetings. Commissioner Morris said the meeting should be concluded at 8:30 pm, and if discussion is finished before that time, then the public should be allowed to speak. Commissioner Bernard said if any resident has taken time to look at the budget, they should be permitted to speak. Vice-Mayor Mallette said there are only a few people in the audience, and if there were many more people, then it could be a problem.

Mr. Spence said the first departmental budget to be reviewed is for the Police Department. The budget reflects the same number of personnel, eleven sworn officers and one civilian clerk. It is difficult to predict how many "live" bodies will be on the payroll, and if there are vacancies, then overtime is required, and overtime is unpredictable. Under the PBA contract, overtime must first be offered to full-time officers before being offered to Reserve Officers. This budget is approximately \$64,000 less than the current year.

During the budget review process, the following questions were raised. (1) Mr. Spence was asked to determine which insurance carrier, Miami-Dade or FMIT, is required to pay Workers Compensation benefits when an officer sustains a re-injury of a previous injury. (2) Commissioner Anderson said he would like the expenses related to the Code Enforcement program, such as automobile expenses, to be taken out of the Police Department budget and placed in the separate Code Enforcement budget. He also requested that account 5202, gas and oil, be reduced. (3) Vice-Mayor Mallet said she would like to know the number of computers, work stations, and laptops the Police Department would like to have.

There being no further business to come before the Commission, the meeting was adjourned at 8:15 p.m.

Commission approved __July 7, _ 2009__

Attest:

John Hornbuckle, Mayor

Ann Harper, Village Clerk

Village of Biscayne Park

MINUTES

SPECIAL COMMISSION MEETING

Ed Burke Recreation Center – 11400 NE 9th Court

Monday, June 22, 2009, 6:30 p.m.

1. CALL TO ORDER and ROLL CALL

Mayor Hornbuckle called the meeting to order at 6:40 p.m. In addition to Mayor Hornbuckle, the following were present: Commissioners Bob Anderson, Steve Bernard, and Chester "Doc" Morris, and Vice-Mayor Kelly Mallette. Present from Staff were Bernard Pratt, Public Works Director, Frank Spence, Village Manager, and Ann Harper, Village Clerk.

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)

Mr. Spence said he was advised by the Architect, Barry Miller, that the original contractor for lighting is no longer in business. Mr. Miller solicited bids from other contactors, and he is recommending Color Kinetics. With the \$4,500 added to the cost of the sign, the cost is still under the \$30,000 limit. No labor costs have been estimated. Mr. Spence said he recommended approval of the Change Order subject to Barry Miller's approval that the labor cost is reasonable.

Motion was made by Commissioner Morris, seconded by Commissioner Anderson, to approve the Change Order.

Commissioner Bernard said we do not have a bid from the Contractor; we only have an estimate from the Designer. We can approve it up to a certain amount, but we should not approve it until it is a written Change Order form.

Mr. Spence said if it is within his authority to sign, then he will sign it. This is a proposal to authorize him to sign the Change Order. Our Attorney will draw up the Change Order.

Commissioner Morris accepted a revision to his original motion. Approval of the change order will be subject to the cost for installation of the lights being within the cost limit.

Mayor Hornbuckle called for a voice vote on the motion, which carried 5/0.

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

Mr. Spence read his backup memorandum into the record, and it is attached to these minutes. He said that this revised agreement reflects the changes which the Village requested, and the total cost of the project and the Village's contribution increased to \$36,000. The increased costs are associated with the requirement for an electrical conduit and five service boxes. He recommended approval of the agreement and the Resolution.

Motion was made by Vice-Mayor Mallette, seconded by Commissioner Morris, to approve the agreement.

Minutes
Special Meeting
June 22, 2009

6A(3)

Commissioner Bernard said he is concerned that the Village is going to spend \$36,000, and FDOT may not do the landscaping. He is concerned that we are spending money on this, and we have a Stormwater project which is not funded. Vice-Mayor Mallette said we should talk to DEP about that project, and she will be glad to do that with the Manager.

Vice-Mayor Mallette said we are the ones that wanted FDOT to do the project. Commissioner Bernard's concerns will be addressed as the project moves forward.

Mayor Hornbuckle called for a vote on the motion to approve the Agreement. The motion carried by voice vote 4/1, with Commissioner Bernard voting no.

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

Mr. Spence read the title of the Resolution and said the Attorney would revise this to reflect the changes requested by the Village.

Motion was made by Commissioner Anderson, seconded by Vice-Mayor Mallette, to approve the Resolution subject to changes by the Attorney. The motion passed by voice vote 4/1, with Commissioner Bernard voting no.

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

Mr. Spence said the Village requested an increase in the funding from FDOT for maintenance, but FDOT would not offer an increase because their budget was decreased.

Motion was made by Commissioner Anderson, seconded by Vice-Mayor Mallette, to approve the Agreement.

Commissioner Bernard said that they are installing an irrigation system but will not pay the Village any more to take care of the property.

Mayor Hornbuckle called for a voice vote on the motion, which carried 4/1 with Commissioner Bernard voting no.

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

Mr. Spence read the title of the Resolution.

Motion was made by Vice-Mayor Mallette, seconded by Commissioner Anderson, to approve the Resolution. The motion carried by voice vote 4/1, with Commissioner Bernard voting no.

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

Vice-Mayor Mallette recused herself and from this discussion since she is a member of the County Board which will hear this request, and she left the room.

Mr. Spence said this item will be on the agenda of the County Board on July 20th.

Commissioner Bernard said that both the Recreation Board and the Parks and Parkways Board made recommendations and commented that the project must have a 25-year life. He also commented that it is hard to know what to discuss since we don't know the actual dollar amount and where it will be in the budget.

Mr. Spence said it will be 2010 before anything happens, and if we do not have the matching funds at that time, we will withdraw from doing the project. The two Advisory Boards are recommending four different projects.

Mayor Hornbuckle asked Mr. Spence to "filter out" the recommendations and get 'ballpark' numbers. Commissioner Bernard asked whether or not we can get trees. Mr. Spence advised that the Village has been awarded \$9,755 from a forestry grant, but we have not received official notification.

There being no further business to come before the Commission, the meeting was adjourned at 7:20 p.m.

To be followed by 3rd Preliminary Budget Workshop

Commission approved ___July 7, 2009_____

Attest:

John Hornbuckle, Mayor

Ann Harper, Village Clerk



Village of Biscayne Park

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

MINUTES

3rd PRELIMINARY BUDGET WORKSHOP

Ed Burke Recreation Center – 11400 NE 9th Court

Monday, June 22, 2009 – 7 pm

IMMEDIATELY FOLLOWING SPECIAL MEETING WHICH BEGAN AT 6:30 PM

1. CALL TO ORDER and ROLL CALL

Mayor Hornbuckle called the 3rd Preliminary Budget Workshop to order at 7:20 p.m. In addition to Mayor Hornbuckle, the following were present: Commissioners Bob Anderson, Steve Bernard, and Chester "Doc" Morris, and Vice-Mayor Kelly Mallette. Present from Staff were: Bernard Pratt, Public Works Director; Holly Hugdahl, Acting Finance Director; Frank Spence, Village Manager; and Ann Harper, Village Clerk.

2. DISCUSSION OF PROPOSED FISCAL YEAR 2009-2010 BUDGET

A. Public Works

Mr. Spence said that the budget being presented for Public Works shows a 6.5% decrease. Operating costs have decreased because of transferring the cost of vehicles to other departments. The prices for gasoline will have to be revised before the final budget figures are presented. There are no more layoffs of personnel proposed.

Commissioner Bernard asked about the liability for banked sick leave and vacation. Mrs. Hugdahl said it is credited in the Long Term Department Group, and Public Works employees do not have a lot of banked sick leave and vacation because the employees are required by their union contract to use the vacation leave, and most of the men use their sick leave.

During the review process, the following changes and requests were made:

- (1) Mr. Spence said that \$1,000 will be added to the overtime account.
- (2) Account #4002 (Training) will be adjusted if the high-lift equipment is purchased.
- (3) The cost of telephone service will be reduced when the service is reduced to one line.
- (4) The cost of the Manager's Nextel will be moved to Department 512.

- (5) Vice-Mayor Mallette would like a spread sheet showing the budget for Public Works in the General Fund, Road Fund, and Sanitation Fund.
- (6) The Nextel contract is to be reviewed and other phone companies are to be contacted.
- (7) Vice-Mayor Mallette would like to know how much the city pays for cell phones city-wide.
- (8) Commissioner Bernard asked for details for account 4603 (R & M – Buildings)
- (9) Revisit account 5202 (Gas & Oil) and revise

Vice-Mayor Mallette commented that other cities outsource their landscaping work, and we should see about getting a contract to do tree trimming.

Commissioner Bernard said the Village used to have an "amnesty" program for residents so they could trim their trees before hurricane season begins and the Village would not charge them for picking up the clippings. He suggested that this program be offered again.

B. Road Fund

Commissioner Anderson asked for an explanation of account 3108 (Contract Services) and said the telephone estimates should be revised.

C. CITT Fund – will be discussed at next workshop.

D. General Administration

Commissioner Bernard said the salary estimates should be reduced; account 1201 should be reduced to \$16,740.

After discussion of accounts 3102 and 3103 (Other Professional Services and Legal Outside Services), direction was given to request the attorneys submit timely invoices and to ask Bell-David to provide information on what the Village needs to submit as updates for the Comprehensive Plan.

Commissioner Morris commented on the cost of storage units and suggested that Staff take the time to go through the units and discard things that are no longer needed.

Vice-Mayor Mallette commented that each Department has expenses related to IT and asked that a spread sheet be prepared showing all departments and the costs related to computers.

Commissioner Anderson asked that someone check whether or not the telephone dedicated for Fire Services purposes can be cellular.

E. Finance – will be discussed at the next workshop.

There being no further business to come before the Commission, the meeting was adjourned at 8:50 p.m.

Commission approved ___July 7, 2009__

Attest:

John Hornbuckle, Mayor

Ann Harper, Village Clerk

VILLAGE OF BISCAYNE PARK
SAFE NEIGHBORHOOD PARKS GRANT APPLICATION
ADVISORY BOARD RECOMMENDATIONS

Parks & Parkways Advisory Board

June 3, 2009 Meeting

- 1) Implement the Park Master Plan which calls for a large canopy for shade over the playground, sidewalks and shade trees.
- 2) Acquire the two vacant lots owned by the Church (subject to the appraisal).

Recreation Advisory Board

June 8, 2009 Meeting

- 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

My Home



miamidade.gov

ACTIVE TOOL: PAN



Show Me:

Property Information

Search By:

Select Item

Text only

Property Appraiser Tax Estimator

Summary Details:

Folio No.:	17-2231-003-0510
Property:	
Mailing Address:	THE CHURCH OF THE RESURRECTION 11173 GRIFFING BLVD MIAMI FL 33161-7249

Property Information:

Primary Zone:	0100 SINGLE FAMILY RESIDENCE
CLUC:	0065 PARKING LOT
Beds/Baths:	0/0
Floors:	0
Living Units:	0
Adj Sq Footage:	0
Lot Size:	38,585 SQ FT
Year Built:	0
Legal Description:	AM PL GRIFFING BISCAYNE PARK EST PB 14-1 LOTS 21 THRU 23 BLK 17 LOT SIZE 38585 SQ FT

Sale Information:

Sale O/R:	
Sale Date:	
Sale Amount:	

Assessment Information:

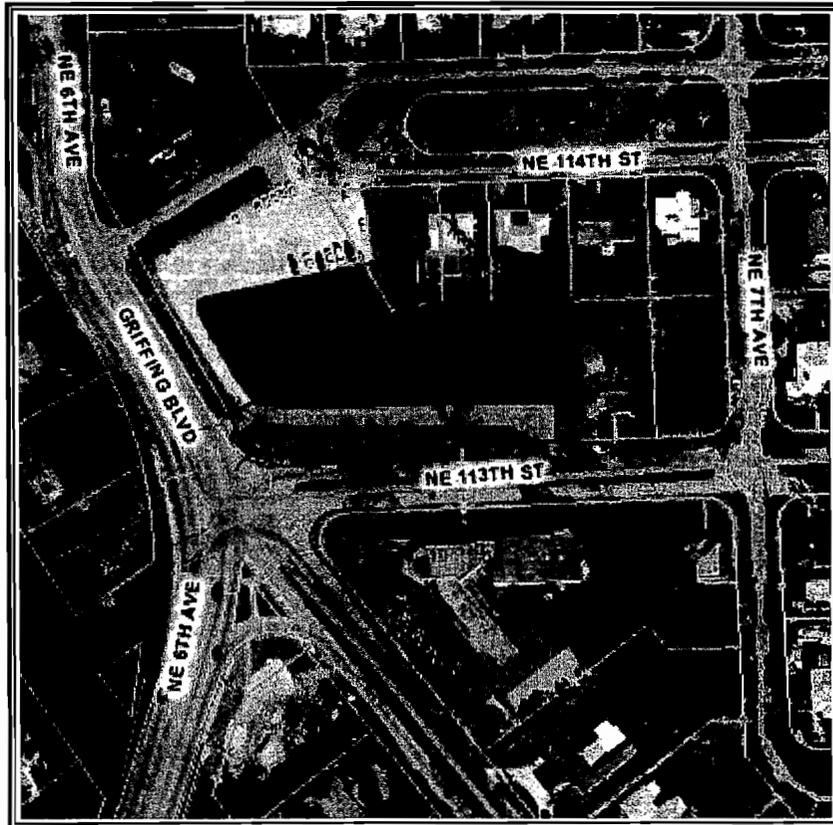
Year:	2008	2007
Land Value:	\$491,959	\$491,959
Building Value:	\$5,415	\$5,415
Market Value:	\$497,374	\$497,374
Assessed Value:	\$497,374	\$497,374

Taxable Value Information:

Year:	2008	2007
Taxing Authority:	Applied Exemption/ Taxable Value:	Applied Exemption/ Taxable Value:
Regional:	\$497,374/\$0	\$497,374/\$0
County:	\$497,374/\$0	\$497,374/\$0
City:	\$497,374/\$0	\$497,374/\$0
School Board:	\$497,374/\$0	\$497,374/\$0

Additional Information:

[Click here to see more information for this property.](#)
Community Development District



Digital Orthophotography - 2007

0 ——— 78 ft

Legend



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| [My Neighborhood](#) | [Property Appraiser](#)

[Home](#) | [Using Our Site](#) | [About](#) | [Phone Directory](#) | [Privacy](#) | [Disclaimer](#)

If you experience technical difficulties with the Property Information application, or wish to send us your comments, questions or suggestions please email us at [Webmaster](#).

Web Site
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All rights reserved.

9A

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RESOLUTION NO. 2009-12

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**A RESOLUTION OF THE VILLAGE COMMISSION OF THE
VILLAGE OF BISCAYNE PARK, FLORIDA, AUTHORIZING
APPLICATION FOR GRANT FROM THE SAFE
NEIGHBORHOOD PARKS BOND PROGRAM;
AUTHORIZING THE VILLAGE CLERK TO TRANSMIT
THIS RESOLUTION TO THE APPROPRIATE OFFICIALS;
PROVIDING FOR AN EFFECTIVE DATE**

11 WHEREAS, the citizens of Miami Dade County have authorized the issuance of general
12 obligation bonds (the "Bonds") for the purpose of financing capital improvement programs for
13 certain parks, beaches, natural areas and recreation facilities; and

14 WHEREAS, to implement and give effect to the bond program, Miami Dade County, Florida
15 enacted Ordinance 96-115, the Safe Neighborhood Parks Ordinance (the "Ordinance"); and

16 WHEREAS, it is necessary and desirable to improve the quality of life, to benefit property
17 values, to promote prevention of juvenile crime by providing positive recreation opportunities, and to
18 improve the recreation facilities for youth, adult, and senior citizens in this community through the
19 improvement of our parks and natural areas; and

20 WHEREAS, in order to foster those important values, the project more specifically listed
21 below has been identified for reimbursement pursuant to the terms of the Ordinance; and

22 WHEREAS, pursuant to the terms of the Ordinance, the passage of this Resolution and the
23 acts contemplated by this Resolution are conditions to obtaining a grant; and

24 WHEREAS, the Village of Biscayne Park wishes to make application for the grant monies
25 for the project listed below subject to all terms and conditions of the ordinance;

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

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

30 **Section 2.** The Village of Biscayne Park hereby authorizes the Village Manager to make
31 application for a grant for the project and in the amount listed below, and in connection with such
32 application to execute such grant agreement and other contracts and documents, to expend Safe
33 Neighborhood Parks bond funds received for the purposes described in the funding request, to

9B

1 execute any necessary amendments to the grant application and contracts, and take such other acts as
2 may be necessary to bind the Village of Biscayne Park and accomplish the intent of this Resolution.
3 Application shall be made with respect to each of the following project (n the amount set forth
4 below:

<u>Grant Title</u>	<u>Total Grant</u>
--------------------	--------------------

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9 **Section 3.** The Village of Biscayne Park shall complete the project in accordance with
10 the terms of the grant agreement, the Ordinance, and the administrative rules authorized by the
11 Citizens' Oversight Committee (the "Committee") to implement the Ordinance. If the total cost of
12 the project exceeds the value allocated in the grant, then the Village of Biscayne Park will provide
13 any supplemental funds required to complete the project. In the event that supplemental funds are
14 necessary for the completion of the project, as of the point in time that it is known that supplemental
15 funds are needed, the Village of Biscayne Park will demonstrate that such supplemental funds have
16 been committed to the project prior to and as a condition of disbursement or further disbursement of
17 grant funds. The requirement for the Village of Biscayne Park to provide any supplemental funds
18 required to complete the project may, at the sole discretion of the Committee, be modified in whole
19 or in part by a reduction in scope of work consistent with the Ordinance.

20 **Section 4.** The Village of Biscayne Park recognizes and directs that any beach, park, or
21 other public facility acquired, developed, rehabilitated, or restored with bond funds, including the
22 project, shall be open and accessible to the public without discrimination as to race, color, gender,
23 age, religion, belief, residence, natural origin, marital status or disability.

24 **Section 5.** To the extent allowed by law, the Village of Biscayne Park shall commit any
25 and all funds which may be required to operate, maintain, and provide programming at the park
26 project upon its completion.

27 **Section 6.** No substitution in capital project funding by the Village of Biscayne Park
shall occur as a result of the grant for which the Village is applying.

1 **Section 7.** The Village Clerk is hereby authorized and directed to transmit this
2 Resolution to the appropriate officials.

3 **Section 8.** This Resolution shall become effective upon adoption.
4

5 PASSED AND ADOPTED this _____ day of _____, 2009.

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

6
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10 _____ Mayor Hornbuckle _____
11 John Hornbuckle, Mayor Vice-Mayor Anderson _____
12 Attest: Commissioner Bernard _____
13 Commissioner Mallette _____
14 Commissioner Morris _____

15
16 _____
17 Ann Harper, Village Clerk

18 Approved as to form:
19
20

21 _____
John J. Hearn, Village Attorney

VILLAGE OF BISCAYNE PARK
PLANNING & ZONING BOARD
MEMBERSHIP

Gage Hartung, Chairman
1029 N.E. 114th Street
Biscayne Park FL 33161
305-898-6974 cell
305-891-0910 home

Alfred Jonas
918 NE 119th Street
Biscayne Park FL 33161
305-891-5030 home
fredjonasmd@hotmail.com
Recommended by Comm. Mallette
Appointed April 10, 2007

Andrew Olis, Vice-Chairman
11935 N.E. 5th Avenue
Biscayne Park FL 33161
786-223-5151
AOLIS@Hotmail.com
Recommended by Comm. Morris

Alternate

Mario L. Rumiano
12020 N.E. 5th Ave.
Biscayne Park FL 33161
786-417-3610
Appointed by Comm. Morris 11/6/07

Elizabeth P. Hornbuckle
950 N.E. 117th Street
Biscayne Park FL
786-282-7699
Appointed by Commissioner
Anderson 6/3/08

Appointments made at Commission meeting October 3, 2006
Organizational meeting October 16, 2006
Meets 1st and 3rd Mondays 7 pm in Recreation Center

village clerk

To: hornbuckle950@comcast.net; Kelly Mallette; Bob Anderson; Steve Bernard; Morrisism@aol.com

Cc: Village Manager; attyhearn@aol.com

Subject: Alternate - P & Z Board

After the meeting last night, two people in the audience advised me that they are interested in serving in the **Alternate** position on the **Planning & Zoning Board**. They are:

Dr. Victor Romano, Asst. Professor, College of Arts & Sciences, Dept. of Sociology & Criminology, Barry University
phone 305-899-3756
cell 786-338-1027
(no home address or phone given)

Appointed to Ecology Bd

Pieter Bockweg
11600 NE 10th Ave.
305-496-0908

On the July 7th agenda I'll carry forward the item under Old Business so the Commission can make an appointment (or appointments) to that position.

Ann Harper, CMC
Village Clerk
640 NE 114th Street
Biscayne Park, FL 33161
(305) 899-8000 x201

10A

Sec. 2-32. Ecology board.

(a) *Board created.* The ecology board shall consist of five (5) members appointed by each member of the commission for staggered three-year terms. Members shall be qualified electors of the village. Upon the expiration of a board member's term, the village commission member making the original appointment, or the village commission member's successor in office shall appoint the board member to serve during the new board term. If, for any reason, an appointment should not be made to fill an expired term, the incumbent will continue to serve until his successor has been appointed. No board member shall serve on any other board or commission of the village while holding this office. No board member who shall have served three (3) consecutive terms in office shall be eligible to serve an additional term of office for two (2) years thereafter, unless the appointment for any additional term shall be confirmed by a majority of the commission.

(b) *Vacancies.* In the event of the death, removal or resignation of a member, a successor shall be appointed to fill the unexpired term by the commission member making the original appointment. In the event the original commission member is no longer in office, his successor shall fill the unexpired term.

(c) *Chairman.* The board shall elect its own chairman, who shall serve as chairman at the will of the board.

(d) *Rules and regulations.* The ecology board shall prescribe and adopt rules and regulations for proceedings hereunder:

- (1) Meetings of the board shall be open to the public.
- (2) The ecology board shall keep minutes of its proceedings showing the vote of each member on each question or, if absent or failing to vote, indicating that fact, and shall keep records of its proceedings and other official actions, all of which shall be immediately filed with the village clerk and shall be a public record.
- (3) The majority vote of those present is deemed necessary to act with a quorum consisting of three (3) members.

(e) *Authorization for consultant or support services.* The board shall act as an advisory board to the commission and all consultant or support services to be furnished to the board must be requested from and approved by the village commission or their designee prior to the services being secured.

(f) *Duties and responsibilities.* The board's duties and responsibilities shall be as follows:

- (1) To be receptive to ideas and desires of the residents of the village as to the beauty and quality of life in their village;
- (2) To make special studies and surveys as requested by the village manager or commission and advise and make recommendations accordingly;
- (3) To enlist and encourage public support, the assistance of civic, technical, scientific and educational organizations, and cooperation of other businesses or organizations in order to implement programs and projects approved by the village commission. Also, to render all possible cooperation to the state, federal, county or other government agencies in order to implement any program or project approved by the village commission;
- (4) To represent the village before any type of board or forum where it is necessary for that board to inquire about the public opinion of the environment of the village;
- (5) To maintain all information, data and exhibits which may be gathered relating to the quality of life within the village for use and benefit of any and all village residents; and
- (6) To identify existing and potential environmental problems and recommend appropriate actions, with a view towards minimizing adverse external influences by cooperating with the adjacent municipalities and the county to protect common natural resources.

VILLAGE OF BISCAYNE PARK
ECOLOGY ADVISORY BOARD
MEMBERSHIP

Name (Chairman) Colleen Shinn
Street address 820 NE 109th Street
Home phone 786-863-3800 cell
Cell bcshinn@netzero.com
Email Mayor Hornbuckle appointed 4/10/07
Appt. by Comm.

Name (vice-chairman) Lynn Norman-Teck
Street address
Phone
Email Appointed by Comm. Mallette 5/15/07

Victor Romano
725 NE 114th Street
786-338-1027
vromano@mail.barry.edu
Comm. Anderson apptd. June 2009

Tracy Trupman
1791 NE 116th Street
Appointed by Comm. Walker 5/15/07

Art Pyle
1016 NE 114th St.
Cell 786-547-7555 - cell
barsugar@bellsouth.net
Comm. Morris

Established Ord. 2007-3 approved March 6, 2007

Organizational meeting _____

Meets ____ and ____ _____ 7 pm in Recreation Center

village clerk

From: Bob Anderson [anderson11905@gmail.com]
Sent: Tuesday, June 09, 2009 1:08 PM
To: Spence Frank Bell South; Ann Harper Clerk of Biscayne Park
Subject: Ecology Board Appointment

I am happy to announce Dr. Victor Romano has agreed to be my appointment to the Ecology Board.
His information follows

Dr. Victor Romano, Asst. Professor, College of Arts & Sciences, Dept. of Sociology & Criminology,
Barry University
phone 305-899-3756
cell 786-338-1027
vromano@mail.barry.edu

--

Please E-Mail if you would like to be add or removed from this information list
Village of Biscayne Park
Commissioner
Bob Anderson
E-Mail BANDERSON@BISCAYNEPARKFL.GOV
PH 305-899-8000

10B(3)

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RESOLUTION NO. 2004-

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A RESOLUTION OF THE VILLAGE COMMISSION OF THE
VILLAGE OF BISCAYPNE PARK, FLORIDA, MAKING
FINDINGS OF FACT AND GRANTING NON-USE
VARIANCES ON THE PROPERTY LOCATED AT 600 NE
119TH STREET, BISCAYPNE PARK, FLORIDA, ALLOWING
VARIANCES FOR A POOL, FENCE AND HEDGES;
PROVIDING FOR AN EFFECTIVE DATE

11 WHEREAS, the property owners of 600 NE 119th Street are requesting a variance from the
12 provisions of sections 11.1.2(b), 11.9.1 & 2 Pool; 11.6.2(a) Height, 11.6.4(a) of the Land
13 Development Code; Table "A;" to request to have a pool, fence and hedge encroachment on various
14 setbacks and height restrictions; and

15 WHEREAS, the Planning and Zoning Board met on August 23, 2004 to review the
16 recommendation and voted 3 Yes - 0 No. The Planning and Zoning Board notes the following:

- 17 A. Only location for pool - 2 "Fronts" by definition
18 B. Will hold 4' high fence 10' from property line and 10' swale
19 C. The 20' from street provides buffer between 6th and house

20 WHEREAS, the Village Commission, after listening to the testimony and reviewing the
21 evidence before it, hereby makes the following findings:

- 22 1. The non-use variances are IN harmony with the general appearance and character of
23 the community;
24 2. The non-use variances will NOT be injurious to the area involved or otherwise
25 detrimental to the public welfare;
26 3. The improvements requested IS in design and arranged on the site in a manner that
27 minimizes aerial and visual impact upon the adjacent residents.

28 NOW, THEREFORE, be it resolved by the Commission of the Village of Biscayne Park,
29 Florida. that:

30 Section 1. The non-use variances requested for the property owner located at 600 NE
31 119th Street, Biscayne Park, Florida are granted as follows:

11A

1 1. A 22' variance is granted on the 119th Street side of the property to place a fence and
2 hedge;

3 ~~2. A 20' variance is granted on 6th Avenue street side of the property to place a fence~~
4 ~~and hedge;~~

5 3. A variance is also approved requiring the fence to be 6' in height with a hedge of
6 same height maintained next to the fence;

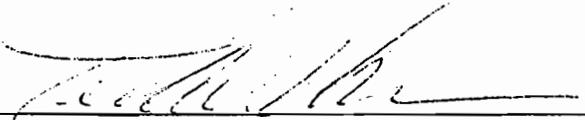
7 4. A variance of 6' is granted to allow the pool to encroach 6' past the front of the house.

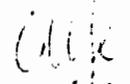
8 5. A variance granted to allow pool to encroach completely on front yard of 6th Avenue
9 with a setback of 25'

10 **Section 2.** This Resolution shall become effective upon adoption.
11

12 PASSED AND ADOPTED this 17th day of NOVEMBER, 2004.

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

15 
16 _____
18 Ted Walker, Mayor

Mayor Walker: 

Vice Mayor Coyle: _____

Commissioner Anderson: _____

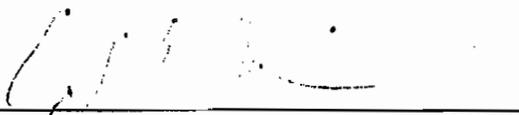
Commission Hornbuckle: _____

Commissioner Goehl: _____

19 **Attest:**

20 
21 _____
22 Carmen Spelorzi, Village Clerk

23 **Approved as to form:**

24 
25 _____
26 John J. Hearn, Village Attorney
27
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29
30



Village of Biscayne Park
Planning and Zoning Board
Non-Use Variance Review

ORIGINAL

Date of public review: 8-23-04

Board Members in attendance:

Jack Topley Art Pyle
Gage Hartung

Property Address: 600 NE 119th
Property Name: Jakoulevic

Applicants in attendance: rep. of Essig pools

Brief Description: pool & fence in "side yard street" (6th ave)
set back
pool = 11.1.2.b, 11.9.1 & .2 fence = 11.6.2.a, 11.6.4.a

Decision of Board: (please check box and initial)

Approval recommended

- Jack
- Gage
- Art

Denial recommended

-
-
-

Reasons for Decision:

- 1 only location for pool - 2" front's by diffinition - will hold
- 2 4' high fence 10' from property line & 10' swale - 20' from street
- 3 provides buffer between 6th & house.
- 4 _____

For overall or additional comments, please attach a new sheet. Thank you.

Received by Village Clerk: 9/11/04 Date Advertisement placed: 10/31/04
Date submitted to Agenda for approval: NOV 2004
Commission decision: Approved Disapproved Copy of resolution attached? Yes NO

15.3.3 Required Findings by the Planning Board

The planning board shall not recommend variance from the requirements of any provision of this Code unless it makes a positive finding, based on substantial competent evidence, on each of the following :

- (a) There are practical or economic difficulties in carrying out the strict letter of the regulation. yes
- (b) The variance will not substantially increase congestion on surrounding public streets, the danger of fire, or other hazard to the public. yes
- (c) The variance will not substantially diminish property values in, nor alter the essential character of, the area surrounding the site. yes
- (d) The effect of the variance is in harmony with the general intent of this Code and the specific intent of the relevant subject area(s) of the Code. yes

15.3.4 Imposition of Conditions

In recommending a development approval involving a variance, the planning board may also recommend such conditions and restrictions upon the premises benefitted by a variance as may be necessary to allow a positive finding to be made on any of the factors in Subsection 15.3.3 above, or to minimize the injurious effect of the variance.

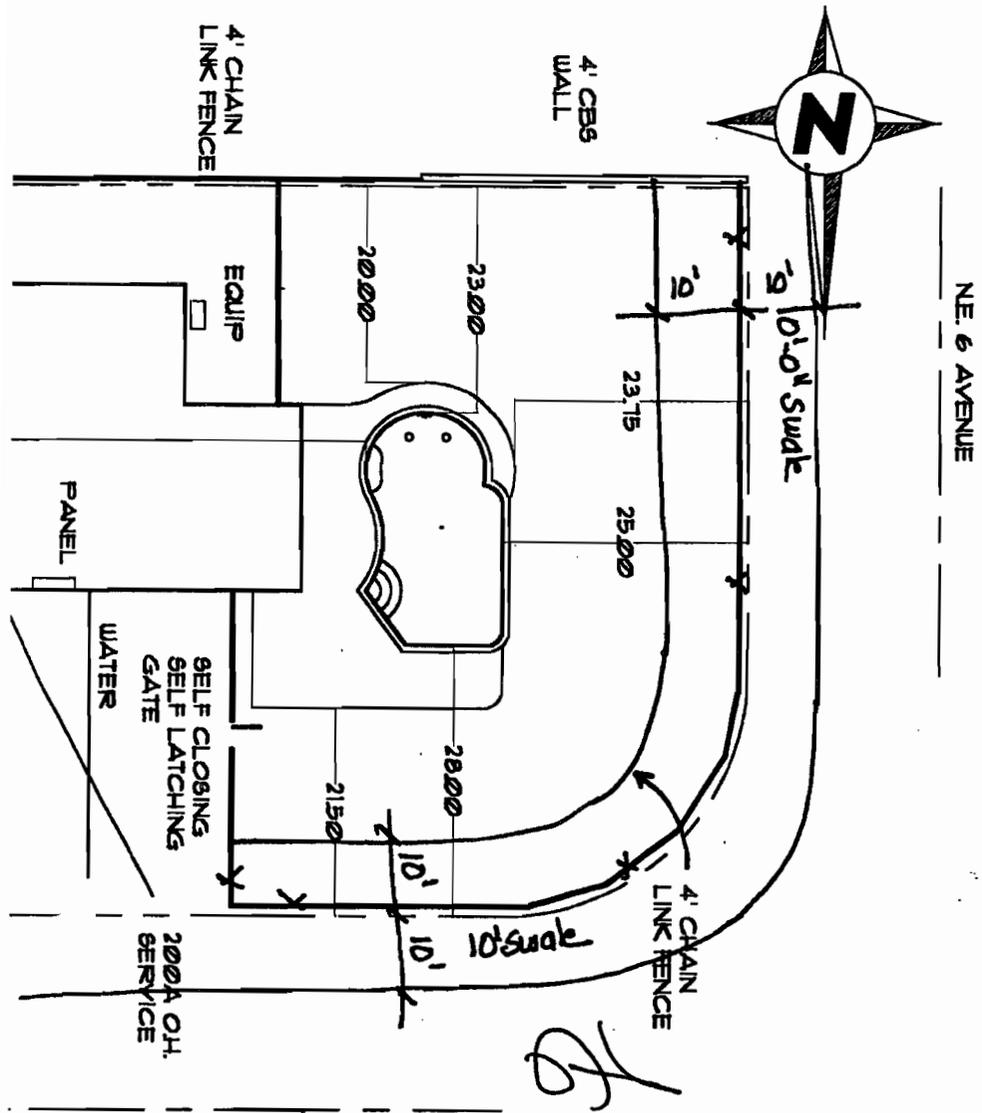
15.3.5 Historic Properties

Special variances may be granted for the reconstruction, rehabilitation or restoration of structures listed or classified in the national or county register of historic places. The special variance shall be the minimum necessary to protect the historic character and design of the structure. No special variance shall be granted if the proposed construction, rehabilitation, or restoration will cause the structure to lose its historical designation.

15.4 PROCEDURE FOR AMENDING THIS CODE OR THE COMPREHENSIVE PLAN

15.4.1 State Law

The procedures for amending this Code or the Comprehensive Plan shall adhere to state law in all respects.



8-23-04

LEGAL:
 LOT 14 OF BLOCK 15
 RIFFING BISCAIYNE PARK ESTATES
 FLAT BOOK B AT PAGE 19
 MIAMI-DADE COUNTY, FLORIDA

ESSIG POOLS, INC
 1800 N.W. 151 STREET
 NORTH MIAMI, FLORIDA 33162
 (305) 949-0000

SHEET
 1
 of
 2

APPLICATION FOR NON-USE VARIANCE

Pursuant to Section _____, et.seq., the _____ Village Council may consider and grant application for non-use variances. Said applications must be:

Executed and sworn to by the owners of at least 80% of the property described in the application, by tenants with owner's written sworn-to-consent, or by a duly authorized agent, such agent to be evidenced by a written power of attorney, if not a member of the Florida Bar.

1. Legal Description of the Property:

LOT 14, BIK 15 ENVIKING BISCAYNE PARK ESTATE
PLT BOOK 8, PAGE 19.

2. Street Address of the Property:

600 NE 119 STREET, BISCAYNE PARK

3. Zoning Designation: _____

4. Code Section for which variance is being sought. Description of the project for which the variance is required. (Attach additional pages if needed)

TO INSTALL A SWIMMING POOL IN THE YARD

5. Reason(s) for request. Note that pursuant to Section _____ of the Village Code, the applicant must show that "the variance maintains the basic intent of the zoning and other land use regulations" (Attach additional pages if needed)

THERE IS NO OTHER PLACE TO INSTALL THE
POOL (ASPHALT DRIVEWAY WILL BE REMOVED)

Village of Biscayne Park
640 NE 114 Street
Biscayne Park, FL 33161

6 Attach plans, drawings, surveys, renderings, or other materials that demonstrate, in detail, the project for which the variance is being requested:

- a) One set of application drawings, reduced to 8 1/2" x 11", suitable for reproduction.
- b) One set of application drawings, mounted on 24" x 36" presentation boards, adequately sized to facilitate a visual presentation.
- c) One set of application drawings signed and sealed by the Architect or Engineer for the project.

7. Execution of Application:

- a) Applicant shall pay _____ Village for all reasonable costs, inclusive of postage and advertising publication, incurred in processing the application.

STATE OF FLORIDA
COUNTY OF DADE

[Signature]
Signature of Applicant

TOMAS J. JAKOVLEVIC
Print Name of Applicant

The foregoing instrument was acknowledged before me this 1 day of JUNE, 2004 by _____ who is personally known to me () or who produced _____ as identification, and did (did not) take an oath.

[Signature]
Signature of Notary Public

Print Name of Notary Public

KENNETH SHERMAN
Notary Public, State of Florida
My comm. exp. May 24, 2007
Comm. No. DD 182405

My Commission Expires: _____

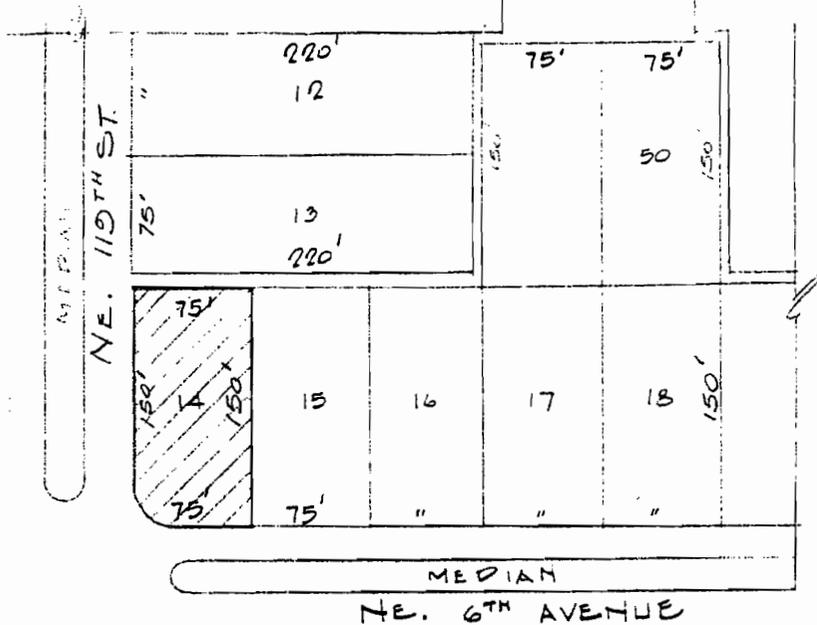
Variance Application Received by:

Name

Date

Title

Attachments:



- FRB FOUND RE-BAR
- FD/H FOUND DRILL HOLE
- FN FOUND NAIL
- FND FOUND NAIL & DISC
- CB/CB CONCRETE BLOCK & STUCCO
- C/B CATCH BASIN
- (TYP) TYPICAL
- CL CENTER LINE
- ML MONUMENT LINE
- PL PROPERTY LINE
- CL CLEAR
- ENC ENCROACH
- CLF CHAIN LINK FENCE
- WF WOOD FENCE
- CONC CONCRETE
- CP CONCRETE POLE
- F/H FIRE HYDRANT
- M/H MAIN HOLE
- W/M WATER METER
- WP WOOD POLE
- LP LIGHT POLE
- P.C.P. PERMANENT CONTROL POINT
- P.I. POINT OF INTERSECTION
- P.C. POINT OF COMMENCEMENT
- P.T. POINT OF TANGENCY

PROPERTY ADDRESS: 600 N.E. 119th Street, Miami, Florida 33161.

LEGAL DESCRIPTION: Lot 14, Block 15, "GRIFFING BISCAYNE PARK ESTATES", according to the plat thereof, as recorded in Plat Book 8, at Page 19, of the Public Records of Dade County, Florida.

FOR: TOMAS J. JAKOVLJEVIC & ISABEL I. JAKOVLJEVIC.

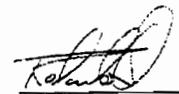
CERTIFY TO: TOMAS J. JAKOVLJEVIC & ISABEL I. JAKOVLJEVIC.
 STEVEN A. GREENSPAN, P.A.
 ATTORNEYS' TITLE INSURANCE FUND, INC.
 H&R BLOCK MORTGAGE CORPORATION, its successors and/or assigns,
 as their interest may appear.

SURVEYORS NOTES:

- 1) This survey was conducted for the purpose of a "Boundary Survey" only and is not intended to delineate the regulatory jurisdiction of any federal, state, regional or local agency, board, commission or other entity
- 2) The accuracy obtained by measurements and calculations on this survey, meets and exceeds the Minimum Technical Standards requirements for a Suburban area (1 foot in 7 500 feet) as specified in Chapter 61G17-6, Florida Administrative Code.
- 3) This Survey does not reflect or determine ownership
- 4) Legal description subject to any dedications, limitations, restrictions reservations or easements of record
- 5) Examination of the Abstract of Title will have to be made to determine recorded instruments, if any affecting the property; search of Public Records not performed by this office.
- 6) No effort was made by this office to locate any underground utilities and/or structures within or abutting the subject property
- 7) This survey has been prepared for the exclusive use of the entities named hereon only and the certifications hereon do not extend to any unnamed parties
- 8) Utility facilities within Utility Easements not noted as violations
- 9) Driveways or portions thereof within Roadways not noted as violations or encroachments.
- 10) Foundations and/or footings underneath the ground surface that may cross beyond the boundary lines of the herein described parcel are not shown.
- 11) All Iron Pipes or Rebar found and shown on the sketch of survey have no caps unless otherwise stated
- 12) Fence ownership determine by visual means only (if any). Legal ownership not determined
- 13) No search of records was made by this firm beside the record plat, therefore we do not imply or accept responsibility for any Easement, Dedication or Limitation for which information was not furnished
- 14) Contact the appropriate authorities prior to any design work on the herein-described parcel for Building and Zoning information.
- 15) Professional Land Surveyor and Mapper in responsible charge: Rolando Ortiz LS 4312, State of Florida
- 16) This survey is not valid without the signature and the raised seal of a Florida Licensed Land Surveyor and Mapper

I hereby certify to the above named firm and/or persons that the Sketch of Survey of the described property is true and correct to the best of my knowledge and belief, as recently surveyed and platted under my direction, also that meets the Minimum Technical Standards set in Chapter 61G17-6, Florida Administrative Code, pursuant to Section 472.027 Florida Statutes

PREPARED BY:
 **GUNTER GROUP, INC.** LB 4507
 LAND SURVEYING - LAND PLANNING
 9350 S.W. 22nd TERRACE
 MIAMI, FLORIDA 33165
 (305) 220-0073


 BY: ROLANDO ORTIZ LS 4312
 PROFESSIONAL LAND SURVEYOR
 & MAPPER, STATE OF FLORIDA.

DATE:	JOB No.:	SKETCH No.:	F.B. + Pg.:	DRAWN BY:	REVISIONS:
01-19-2001	01-14634	13430	5/6	LIR	

NE. 119TH STREET

13.50' MEDIAN

75.00' (R)(M)

4'H. CHAIN LINK FENCE

ALLEY

FND IP 3/4" φ

LOT 14

90°-15' (Calc.)

0.20' CLR.

60' 15"

120' PARKWAY (R)(M)

Water Meter 150.00' (R)(M)

125.11'

33.45'

25.75'

15.25'

15.5'

17.05'

17.05'

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17.05'

Sewer Cleanout

4'H. CHAIN LINK FENCE

150.00' (R)(M)

4' Chain link

90°-15' (Calc.)

45.2'

90°-45' (Calc.)

10.45'

PROVIDE 30" TO BE FROM IP 3/4" 0.80 WEST.

10' PARKWAY

NE. 6th Ave

11.0' MEDIAN

Handwritten notes in bottom left corner.

3 copies

September 17, 2004

Dear Board Members and Commissioner

RE: Tomas Jakoljevic
600 NE 119 St.
New Swimming Pool Const.

Dear Sirs/Madam,

We have been contracted by Mr. Jakouljevik to install a swimming pool in his property. The house has double frontage, the front entrance of the house is at 119 St. there is no room in the East side and there are trees that could never be removed to accommodate the pool. In the West side of the house there is room and is the ideal place for the pool in this case this side faces 6th Ave. That is the main artery of traveling in your town.

We have no objections to create a buffering zone from the avenue to the pool (we are providing 10' into the property with fencing and landscaping) Plus 10' from the street to the customer's property. Please allow us to proceed since we are working along neighbors and in harmony with the area.

Our proposed set backs are 25' to rear of pool 28' to street side 23' to interior side we will keep a minimum of 5' to existing residence.

Please do not hesitate to call us for additional information.

Thank you for your consideration,



Jorge Rousseau
Applicant for Essig Pools



Quality Pools and Spas

1800 N.E. 151 Street, North Miami, FL 33162
North Dade: (305) 949-0000 South Dade: (305) 253-4673
Broward: (954) 438-6251 Fax: (305) 949-9171



PUBLIC NOTICE

Date to submit for advertising: October 28, 2004
For the Miami Herald - Neighbors section SUNDAY OCTOBER 31, 2004

NOTICE OF PUBLIC HEARING

Notice is hereby given that the Commission of the Village of Biscayne Park, Florida will hear the following non-use variance request (s) at their Regular Commission meeting to be held at 7:00 p.m., Tuesday, November 9, 2004 at the Ed Burke Recreation Center, 11400 NE 9th Court, Biscayne Park, FL 33161:

- A. 600 NE 119 Street - Property owners of 600 NE 119 Street whom request a variance from the provisions of section 11.1.2(b), 11.9.1 & 2 pool; 11.6.2(a) Height, 11.6.4(a) chain link, wooden fences and walls prohibited in certain areas of the Land Development Code; Table "A"; to request pool and fence in side yard street (6th avenue) setback.
- B. 855 NE 111 Street - Property owners of 855 NE 111 Street whom request a variance from the provisions of section 10.4.5 & .6 roof material and tile required on pitched roof of the Land Development Code; Table "A"; to request a variance for "metal roof: on rear porch to match front porch.

All documentation pertaining to this request may be inspected by the public at the Office of the Clerk in the Village Hall, 640 NE 114th Street. Interested parties may appear at the meeting and be heard with respect to the proposed Non-Use Variances.

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 who require special accommodation to participate in the proceedings should call the Village Clerk's office (305) 899-8000 no later than (4) days prior to the proceeding for assistance.

Carmen M. Spelorzi
Village Clerk

Property Address:	600 N. E. 119 Street Biscayne Park, FL 33161	Property Chronology
Issue:	Pool	
DATE	DESCRIPTION	NOTES
Jun 21, 2004	First time application submitted to P&Z board.	P&Z determination: No plans company to submit drawings to include fence. No vote as no one was in attendance. Possible variance needed for pool as per preliminary survey review. Driveway at residence removed without permit in preparation of pool by outside company as per Jorge at Essig.
July 12, 2004	No paperwork submitted for this meeting reference pool	
July 26, 2004	Pool variance application re-submitted to P&Z board.	No owner at meeting. Determination of P&Z board: Drawings need to show all information, i.e. driveway, gates, pool equipment, septic tank. Drawing to be prepared by architect or engineer that knows what to present.
Aug 9, 2004	Pool variance application re-submitted to P&Z board.	No one in attendance. No review.
Aug 23, 2004	Pool variance application re-submitted to P&Z board.	Jorge from Essig Pools in attendance. Pool variance - approval is recommended by P&Z board. Ten (10') foot setback for pool. Fence to be minimum 4' high.
Aug 25, 2004	Essig Pool notified of P&Z determination. Advised of paperwork to be picked up at Village Hall for variance application for commission review.	

Sept 9, 2004	Essig Pool representative Jorge picks-up variance package for their completion.	Variance application will consist of 7 packets to include – application, variance request, pictures, and a letter of hardship, survey, and any and all pertinent information regarding this variance.
Sept 15, 2004	Pool is dug by Essig Pools without variance approval or permit.	Job red tagged (stop work order) by Code Department and Building Dept and Building Official notified.
Sept 16, 2004	Code Department spoke to Jorge from Essig.	He said it was dug in error. He said process is taking to long and that he was within his legal right to begin. I advised that no work was to continue until further notice.
Sept 17, 2004	Essig Pool representative Jorge dropped off variance packets to Building Department.	Jorge told Building and Code Department that his boss decided to excavate the pool before the hurricane hit. Hurricane Ivan was supposed to hit our area between Sept 9 to 13, 2004 and never did. By digging out the pool before the hurricane hit Essig Pools created a hazard. They left a pile of loose dirt and rocks and an orange soft fence surrounding the excavation that could have become airborne.
Sept 17, 2004	Essig Pool representative Jorge was advised that the commissioners would not hear the variance until November 2004 since it was already too late for the October Commission meeting.	Jorge kept insisting that he was told it was going to be for the October meeting and why can't we just process it now. He was advised again that there is a time frame for advertising and he has to comply.

<p>October 4, 2004</p>	<p>Essig Pool representative Jorge comes in to speak to the commissioners about the variance and still claims he was told it would be in the October commission meeting.</p>	<p>The Village Clerk once again advised Jorge that the time frames were indicated previously to him and there is no deviation. If he wished to speak to the commissioners about the variance he then would be compromising their vote and the commissioners cannot vote on it. Jorge insisted that his boss wanted to get this moving. The Village clerk asked for his boss's name and phone number to discuss this matter with him further.</p>
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<p>10/22/04</p>	<p>spoke with Thomas J.</p>	<p>advised of above.</p>
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<p>10/25/04</p>	<p>Mr. Ed Rodriguez of Essig Pools met to discuss issue</p>	<p>advised of above and the negligence of his employee to follow thru to pay \$500 citation and advised of pending fees on open note.</p>
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<p>11/4/04</p>	<p>Mrs. Jakubovic came on to assume is on agenda</p>	<p>advised they are and of Mr. Rodriguez list.</p>
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<p>11/4/04</p>	<p>Mr. Rodriguez of Essig Pools comes on to pay \$500⁰⁰</p>	<p>advised by meeting on Tuesday</p>
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Village of Biscayne Park

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

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. Persons exiting the Chamber shall do so quietly.

SPECIAL REQUEST MINUTES REGULAR COMMISSION

Ed Burke Recreation Center – 11400 NE 9th Court
Tuesday, November 9, 2004 - 7:00 pm

SPECIAL REQUEST MINUTES (Detailed) FOR THE NON-USE VARIANCE PRESENTED. Item 10A

1. NEW BUSINESS:

Mayor Walker asked the Village attorney to begin the process of the Quasi-judicial hearing. Village Attorney went on to explain the process to the Commission and asked all non-use variance requestors and speakers to be sworn in.

Mayor walker quickly added an addition to the agenda items regarding the next meeting of December 7th falling on Chanukah and requested a date change if so desired. The commissioners made comments and the December commission meeting stays as scheduled for December 7, 2004.

10 (A) A RESOLUTION OF THE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA, MAKING FINDINGS OF FACT AND GRANTING A NON-USE VARIANCE TO THE PROPERTY OWNER OF 600 NE 119th STREET, BISCAYNE PARK, FLORIDA, THAT WOULD ALLOW FOR A POOL AND FENCE IN SIDE YARD STREET (6TH AVENUE) SETBACK; PURSUANT TO THE RECOMMENDATION OF THE PLANNING AND ZONING BOARD TO GRANT AND SETTING AN EFFECTIVE DATE - Mayor Ted Walker

Village attorney swore in Owner and went on to note this was a variance from our code chapter 15.1 to 15.4 this is variance from setback to be considered. Village attorney went on to explain the process. Mayor Walker asked the commissioners if they have read the documents relating to this and all responded yes. Mayor Walker as the parties to introduce themselves.

Resident Mr. Thomas Jakovljevic was present along with a representative from Essig pool (Jorge Rousseau). Mr. Rousseau went on to explain how they came about having to request a variance and how they erroneously opened the whole in the ground thinking that they had permission to do so. Mr. Rousseau apologized to the commission for his error in beginning the pool. He noted that the Village staff was persistent in assuring compliance and apologized to them too.

Mayor Walker asked if we should have the P&Z begin the explanation. Village attorney noted that we need to clarify that there is two requests for variance one for a fence and one for a pool. He feels it needs to be articulated by the owner of the Planning and zoning for the record. Mayor asked Mr. Pyle to begin.

Mr. Art Pyle, Architect and chair of the Planning and zoning board of 1016 NE 114 Street began. There are two variances, the first is the swimming pool and it is considered an accessory structure by our code and as such it is not to be in a front yard past the line of the main structure. When it comes to a corner property and there is no backyard, there is almost no land for a pool to be built and you basically use the space that is technically the side street front of the house. Our code does not give a separate setback for swimming pools like most codes do and we have to go by an accessory structure and we need a fence/ wall that is 4 feet high and our code is questionable in different parts as to 3 feet when the state law requires a 4 feet minimum for pool safety. Because of this situation we requested for both items. We have approved it due to the low area and is on a busy street. The pool is going on the NE 6th Avenue side and needs a little buffer and was the appropriate area since it could not go on the east side lot since there is a septic tank there.

Mayor Walker questioned the location of the fence. Mayor noted a chain link fence across the alleyway. Mr. Pyle explained it was an existing chain link fence. Mayor noted there was another existing chain link fence across the alley and that once cannot walk since there are two chain links across the alley way. Mr. Pyle noted it is an existing condition, the neighbor has the chain link on the east side and this homeowner connected his chain link and yes you are right it should technically be taken down across the alley unless the alley has been given to the owners. Mayor Walker noted no it has not. Mr. Pyle noted that we have some dedicated alleys that have been appropriated to the owners since they are walking alleys. Commissioner Coyle asked if the alley doesn't end at someone's yard. Mr. Pyle noted that these alleyways were created to allow children living in the two to three cul-de-sacs access to the main street for the buses. That way they don't have to walk around. There are about five or six of these areas along 6th avenue and he doubts if the city has ever mowed the grass in those areas and as far as he knows, the city has not taken care of these areas. Some discussion began and Mayor Walker wanted to make a point that he would like to address this particular issue at a later time and in no way approving that aspect of the plan. Mr. Pyle noted that is a variance for a pool and a fence and once it is denied or approved and granted it has to come back to us for permitting and we take care of that fence to be removed and to be adjusted at the time of the permit. Village attorney noted that they could condition it in removing it incoming at that time or Mr. Pyle noted relocate it since it is not theirs The Village attorney noted that the major part of the fence is not his but certainly due to the connection you can condition the variance in bringing that into compliance with the code. Mr. Pyle noted that the owner would then have to put a fence down their piece of property and there would be a stretch of grass that is no mans land that the city would have to mow. Commissioner Anderson noted we need to address this issue at a later time. Mayor agreed and wanted it to be noted that there is no approval for it.

Mayor asked about the moving of the hedge 20' from 6th avenue and it is existing about 10' now. Mr. Pyle went on to explain that it would be 20' from the street and 10' from the property line. Mayor had additional questions of the distance. Mr. Pyle went on to explain. Mayor Walker asked about a wooden fence request. Mr. Pyle noted that according to the code, it is allowable in the front set back. Mayor asked if a hedge would cover it, Mr. Pyle noted yes.

Commissioner Anderson questioned the distance of the pool from the home according to the drawing being viewed. Mr. Pyle explained that the drawing being observed was his rendition for allowable setbacks not what the homeowners drawing was. The Village Attorney on record clarified it.

Mayor Walker clarified 1) to place the pool on the west side of the building, 2) to extend it 12' from the house and 3) to put a fence around it. Mr. Pyle noted that technically it is not acceptable since they are both fronts and we do not have side street setback requirements. Mayor asked if we have an elevation request of 4' to 6' request for this hedge type fence. Mr. Pyle explained that the variance is for the fence and not the hedges and that there're other issues dealing with hedges that are not being addressed by code. The Village attorney noted that the code does address a requirement of 3' height in hedges and that we should go ahead and address while we are here. Mayor would like to see the hedge at 3'. Commissioner Anderson made comments about the stipulations. Mayor asked is we are granting a 6' fence and hedge? Mr. Pyle noted that the

variance is for a 4' high wooden fence and it is up to the commission and the owner if they want to have it 6'.

Mayor asked for commission input. Commissioner Anderson made comments. Mayor noted that Commissioner Goehl had arrived. (He expressed his apologies). Commissioner Hornbuckle had all his questions answered. Vice-Mayor-Commissioner Coyle stated it look ok to him.

Mayor opened to public commission.

Mr. Keys made comments that it is his opinion that a need to specify the distance that you are breaking a setback variance for in the front yard and side yard. There is a difference. There are two separate setbacks variances. Need to be more careful of variance in the front side setbacks. The issue of the alleyway, he suggested that the owner be granted the area subject to removal upon the villages needs. He sees no problem with the side of the house but only with the front setbacks.

Ms. Judi Hamelburg noted her concern is with public safety and this is a busy street and since there is no sidewalk a 4' high fence is not high enough.

Mrs. Cindy Gwynn, her concern is of how far the city bus stop is from the property in question. Mayor explained the distance.

Commissioner Goehl asked questions regarding the setbacks and Mr. Pyle explained. Mr. Pyle noted that the hedge is at the property line and the owner has agreed to move the hedge back 10' from the property line to allow for visibility.

Commissioner Anderson asked about moving the pool south towards the backyard so that the fence is not sticking out the front yard. Mr. Pyle explained it is there because they are making the garage the family room and they want it accessed from there. Commissioner Anderson asked if technically it could be moved back to have less intrusion on NE 119th street. Mayor noted that the pool deck would be 6' out of the front of the property. Mr. Pyle noted that technically it is two fronts. Commissioner Anderson asked that it be moved back the six feet to bring the front even with the property. Mayor noted the drawing doesn't accurately explain the area.

Commissioner Goehl asked about the height of the fence and the need for a 6' high fence. Discussion ensued. (Not audible). Commissioner Goehl asked the Village attorney on how to address this. The owner has no objection to 6' high.

Commissioner Hornbuckle noted that the drawing is not clear on the 10' property line area. (Not audible)

Mr. Pyle noted that the fence is out on the property line and went on to explain again.

Commissioner Goehl asked questions regarding the setback from the street.

Commissioner Anderson asked about moving the pool 6' back. Mr. Pyle noted that would be a design issue. Mr. Rousseau of Essig pools asked Commissioner Anderson to please be lenient in his request to move the pool south any further since the opening has been made and they have paid the fines imposed and have done what they were asked to do.

Commissioner Goehl asked about moving the fence back and still keeping the pool where it is. Mr. Pyle noted that 12' is swale and then 10' from the property line. Discussion ensued.

Mr. Pyle noted to keep the pool where it is at and move the fence back 8' along with a 12' swale which would be a 20' variance on 119 street.

The Village attorney clarified the variance to be a 22' variance on NE 119 Street and on NE 6th avenue a 20' variance with a fence and hedge. (Not audible)

Vice Mayor Commissioner Coyle asked about the filling the hole and setting it back. We are then violating the code if we don't do it. Mayor explained why it would not be feasible to do it. The resident also noted that there are two large trees on the south end of the property.

Commissioner Anderson made note that he would like to see the fence end where the patio ends closer to the house. Our code doesn't allow for fences to go beyond the property of the house. Mayor made comments that it isn't intrusive. Commissioner Anderson still feels we should not allow it. Mr. Pyle did note that it has been granted before in the village. Many people want privacy

in their lots. Commissioner Hornbuckle commented it would be an improvement from its current state and Vice Mayor Commissioner Coyle had no other comments.

Mayor Walker articulated what we have seemed to come to an agreement on: Do essentially a 20' setback from the roadways for the hedge and fence and leave the pool as designed approximately 6' sticking out from the house and the hedge slant/fence would be up to 6' with the mandate that the hedge extend no less than to the top of the fence and in addition grant temporary use of the alley until such time that the village wishes to take control.

Village attorney wants to articulate what the variances are: NE 119th Street a 22' variance from the house and on NE 6th Avenue a 20" variance and the pool fence to have a 6' variance on the front front and a 5' variance on the NE 6th Avenue. (Not audible)

Village Attorney noted that Commissioner Goehl is asking that the motion include that the current hedges be pulled back as said and Mayor Walker said to be removed from its current location. Village Attorney noted it is a long motion and it has been articulated by the Mayor and can we make that motion and can someone accept that motion we don't have to re-state it. Commissioner Goehl seconds the motion. Village Attorney asked if he was making the motion as stated.

Commissioner Anderson made the motion as stated by the Mayor and Commissioner Hornbuckle seconded.

Village attorney clarified that you will allow up to 6' on the fence and not require it? Mayor stated correct. Village attorney asked if there was a minimum. Mayor then noted we could require it and rephrase the motion. Village Attorney asked that the maker of the motion state it.

Commissioner Anderson made a motion to amend it to require 6' fence and seconded by Commissioner Goehl.

Mayor noted for the record a rule of measurements in rounding figures are such that if we mandate 6' that means anything more than half of the dimension we are using is excess that means he can let it grow to 6'1/2". If we had approved 60" it would be 60" 1/2". It is important that we use the right measure. Mr. Pyle advised all to remember one thing, we are measuring a hedge it should be the highest part before it is cut not after a hedge is cut. Most people cut down to what they think is acceptable and then they let it grow for 6 months higher. The highest should be at the maximum.

Mayor asked if any more discussion and hearing none asked Ms. Spelorzi, Village Clerk, to do a roll call. **Hearing no objections, motion carried 5-0.**

Respectfully Submitted:

Accepted and approved:

**Carmen Spelorzi
Village Clerk**

**Ted Walker
Mayor**

Approved as form:

**John Hearn
Village Attorney**



Village of Biscayne Park

640 Northeast 114th Street
Biscayne Park, Florida 33161

Phone: (305) 899-8000

Fax: (305) 891-7241

August 15, 2005

CERTIFIED MAIL

Tomas Jakovljevic
600 NE 119th Street
Biscayne Park, FL 33161

RE: Building Permit # 10925 - Compliance with Non-Use Variance for 600 NE 119 Street - approved November 9, 2004 by Village Commission

Dear Property owner,

This letter will serve as official notice that work performed at the property referenced above, has not obtained full compliance with the non-use variance prescribed and set as condition to allow a pool, fence and hedges. This property along with the contractor, Essig Pools, will be cited. This carries a building violation fine of \$500.00 each for non compliance.

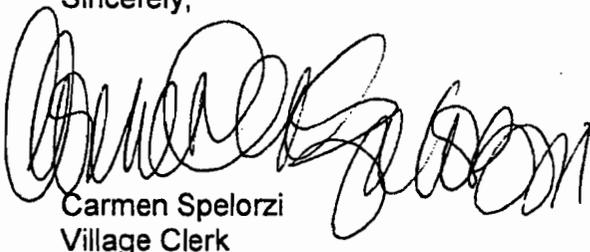
According to the non-use variance, compliance for section 1, items # 1, 2, 3 has not been met. (See copy of Non-Use Variance attached)

On May 5, 2005 the Building Official, Sal Annese advised Essig pools of this non-compliance and rescinded the final inspection on the pool. As such, they were to have advised you as well of the non-compliance.

We must hear from you within 10 days of receipt of this letter advising us of your proposed time frame to bring into compliance the variance given. Failure to comply forces us to file a lien on the property for non-compliance and sets forth penalties with no consideration.

Please govern yourselves accordingly.

Sincerely,



Carmen Spelorzi
Village Clerk



Sal Annese
Building Official

CC: Essig Pools, Inc.-Attn: Daniel Essig - 1800 NE 151 Street, North Miami, FL 33162
R. Gotlin - Chief of Police
S. Ramos - Code Enforcement
Property File
Building CHRON

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, on the front if space permits.

1. Article Addressed to:

ESSIG POOLS
ATTN: DANIEL FESSIG
1800 NR 151 ST
N. MIAMI, FL 33162

2. Article Number

(Transfer from service label)

PS Form 3811, February 2004

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X Cristina Pogreva Agent Addressee

B. Received by (Printed Name)

Cristina Pogreva Yes No

C. Date of Delivery

09/18/05

D. Is delivery address different from item 1? Yes No

If YES, enter delivery address below:

3. Service Type

- Certified Mail
- Express Mail
- Registered
- Return Receipt for Merchandise

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

FR TO TOMAS JAKOVLEVIC
MU 600 NR 119 ST
FRO BISCAJNE PARK FL
33161

By

2. Article Number

(Transfer from service label)

PS Form 3811, February 2004

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X Thomas Jakovlevic Agent Addressee

B. Received by (Printed Name)

THOMAS JAKOVLEVIC Yes No

C. Date of Delivery

8/22/05

D. Is delivery address different from item 1? Yes No

If YES, enter delivery address below:

3. Service Type

- Certified Mail
- Express Mail
- Registered
- Return Receipt for Merchandise
- Insured Mail
- C.O.D.

4. Restricted Delivery? (Extra Fee)

Yes No

7003 2260 0007 4068 0517

Domestic Return Receipt

102595-02-M-1540

RECEIPT

7003 2260 0007 4068 0517

7003 2260 0007 4068 0517

(Domestic Mail Only) provided

For delivery information visit our website at www.usps.com

OFFICIAL USE

Postage	\$ 0.37
Certified Fee	\$ 2.30
Return Receipt Fee (Endorsement Required)	\$ 1.75
Restricted Delivery Fee (Endorsement Required)	<u>0</u>
Total Postage & Fees	\$

Postmark Here

Sent To TOMAS JAKOVLEVIC
Street, Apt. No., or PO Box No. 600 NR 119 ST
City, State, ZIP+4 BISCAJNE PARK FL 33161

PS Form 3800, June 2002

See Reverse for Instructions

U.S. Postal Service™ CERTIFIED MAIL™ RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

OFFICIAL USE

Postage	\$ 0.37
Certified Fee	\$ 2.30
Return Receipt Fee (Endorsement Required)	\$ 1.75
Restricted Delivery Fee (Endorsement Required)	<u>0</u>
Total Postage & Fees	\$

Postmark Here

Sent To ESSIG POOLS ATTN: DANIEL FESSIG
Street, Apt. No., or PO Box No. 1800 NR 151 ST
City, State, ZIP+4 MIAMI FL 33162

PS Form 3800, June 2002

See Reverse for Instructions

August 24, 2005

Carmen Spelorzi
Village of Biscayne Park
640 N.E. 114 St.
Biscayne Park, Fl. 33161
Fax 305-891-7241

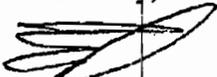
RE: 600 NE 119 St.

Dear Ms. Spelorzi:

On November 9th 2004, five variances were granted for items related to the above property. Two of those variances (#4 & #5), were related to constructing a new swimming pool, the other 3 dealt with fence and hedge issues. Essig Pools built the pool and passed all our final inspections on or about March 30, 2005. It appears that on May 5, Mr. Sal Annese rescinded the final inspection on the pool because of some possible non-compliance issues with the other variances. Any issues with the fence or hedge are the responsibility of the homeowner and has nothing to do with Essig Pools, nor is it in our control. I couldn't find any records that we were informed that the approval was rescinded, however, the person that handled final inspections at that time is no longer with us.

Essig Pools has complied with all the issues pertaining to the swimming pool, and had in fact obtained all the final inspection approvals. It is wrong to rescind our inspection approval, and threaten us with a violation fine for something that is totally out of our control. Please reinstate our final approval and send me some sort of verification, or respond in writing as to how this is our responsibility.

Sincerely,



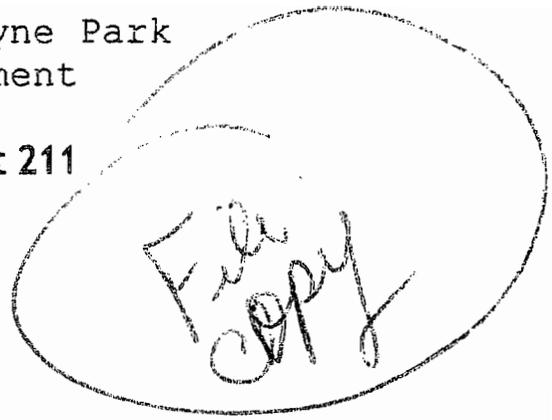
Ed Rodriguez
General Manager

ESSIG POOLS INC

Quality Pools and Spas

1800 N.E. 151 Street, North Miami, FL 33162
North Dade: (305) 949-0000 South Dade: (305) 253-4673
Broward: (954) 438-6251 Fax: (305) 949-9171

Village of Biscayne Park
Code Enforcement
Memo
305-899-8000 ext 211



DATE: July 13, 2006

TO: Mayor and all Commissioners
FROM: S. Ramos - Code Enforcement

SUBJECT: Hedges on SE corner of 119 St. and 6th Avenue
CC: Police Chief, Director of Public Works, Village Clerk, Building Official,
Building Clerk, Village Attorney
PAGES: 8

A variance was granted for the property located at 600 NE 119 Street for a pool. Part of the agreement for allowing this pool to be built was that the owner was to remove the existing hedges and move them directly against the new 6 ft fence.

Compliance has never been met. On a regular basis I receive several complaints from residents, employees and commissioners. I would like to clarify the situation as it stands and ask that a resolution be agreed upon for final compliance.

Building permit #10925 was issued and was given a final before the hedge was brought into compliance. Enclosed are the minutes of the Commission meeting when the variance was granted a letter that was sent to the resident August 15, 2005. The resident came in and met with Carmen, Sal and myself shortly after he received the letter. At that time he agreed to remove the hedge. To date he has still not come into compliance.

One of the Code concerns is that the hedge hinders visibility. Joe Fisher - Director of Public Works, Former Chief Gotlin and I met at this intersection and measured it as per the formula of the Visibility Triangle Code 5.4.1 and it is in compliance.

It is not a Code issue that the hedge is still there.

I would like to request that the proper department/s bring this into compliance as quickly as possible. It may be a question that should be posed to the Village Attorney at this point.

Please contact me if you have any questions.

SR



Village of Biscayne Park
Code Enforcement
Memo

*FS write letter
12/1*

DATE: November 30, 2006

TO: Frank Spence, Village Manager
FROM: S. Ramos - Code Enforcement

600 NE 119 St

SUBJECT:

This is the documentation for the property located at 600 NE 119 Street, they were granted a variance with the stipulation to remove the existing hedges and place them directly in front of the fence.



Village of Biscayne Park

640 Northeast 114th Street
Biscayne Park, Florida 33161

Phone: (305) 899-8000
Fax: (305) 891-7241

March 12, 2009

CERTIFIED MAIL

Mayor

John R. Hornbuckle

Commissioners

Bob Anderson

Steve Bernard

Kelly C. Mallette

Chester H. Morris, M.D.

Village Manager

Frank R. Spence

Village Clerk

Harper

Village Attorney

John J. Hearn

Mr. Tomas Jakovljevic
600 NE 119th Street
Biscayne Park, Fl 33161

**Re: NON-COMPLIANCE WITH PREVIOUSLY
GRANTED NON-USE VARIANCE**

Dear Mr. Jakovljevic:

A review of our files and a personal inspection of your property and the intrusion of your hedges into the right-of-way causing a sight-line traffic hazard shows that you have not complied with the conditions of the variance granted by the Village Commission on November 9, 2004.

As part of the agreement for allowing your pool to be built was that you, the owner, were to remove the existing hedges and move them directly against the new 6 ft. fence.

You are hereby Ordered this date to comply with the conditions of the variance, to wit: remove the existing hedges and move them back against the 6ft. fence. Failure to comply with this Order by APRIL 20, 2009 will cause the Village to remove same either with its workers or a contractor. You will be billed for this work and, if not paid, a lien will be placed against your property.

Mr. Tomas Jakovljevic

Page 2

Our records show that you received a subsequent Certified Letter from the Village Clerk and Building Official dated August 15, 2005, notifying you that you were still in violation of the conditions of the variance. Shortly after you received this notice you met with the then Village Clerk, Building Official Sal Annese and Code Enforcement Officer Sira Ramos, and agreed to remove the hedge. To date you still have not come into compliance.

PLEASE GOVERN YOURSELF ACCORDINGLY.

Sincerely,



FRANK R. SPENCE

Village Manager

**Cc: Mayor and Commissioners
Village Attorney John Hearn
Village Clerk Ann Harper
Police Chief Mitchell Glansberg
Public Works Director Bernard Pratt
Planning & Zoning Bd., Arlene Silvera
Building Official Sal Annese
Code Enforcement Officer Sira Ramos**

Tomas J. Jakovljevic
600 NE 119th Street, Biscayne Park, Fl 33161
Tel/Fax 305-893-8726

April 1, 2009

Frank R. Spence
Manager
Village of Biscayne Park
640 NE 114th Street
Biscayne Park, FL 33161

VIA CERTIFIED MAIL

RE: VARIANCE GRANTED ON 11/9/04

Dear Mr. Spence:

I received your strong letter dated March 12, 2009 ordering me to remove the existing hedge on the NE 6th Avenue side of my property just when my wife was about to enter surgery. Now, with that family situation over, I read your letter carefully, comparing it with my files and my recollection of the meetings that were not written down or recorded.

As you have placed on me such a short time to comply with your Order - April 20, 2009 - I respectfully request to schedule a meeting with you soon, if possible early next week, to talk about this matter and give it a permanent resolution. I request the meeting be recorded to avoid further misunderstandings.

I beg to disagree with some of the statements in your letter. This unfortunate situation between the Village Administration and my family is not totally black-and-white as your letter implies. Before you and I meet, for your information I want to clarify a few occurrences that happened before this situation got to this point:

- **February 2001:** We purchased the property as a fixer-upper and moved in on March 01. The house was in a terrible state of disrepair after the tenants left. The un-kept yard was littered with trash and household garbage. Neighbors coming and going from the bus stop on 6th Avenue had cut a path through the barren side and front yard. Our moving-in, was warmly welcomed by our nearby neighbors.
- **Spring 2002:** Between the many improvements we did inside and the front and backyard of the property, we planted a neat ficus fence on the perimeter of the land on 6th Avenue and partly on the 119th side, toward the front of the house, in compliance with the Code. A garden and landscape neighbors committee gave us an award for the "Best Garden of the Season", in appreciation for the fast and impressive improvements we brought to the long-time unkept house.
- **May 2004:** We hired *Essig Pools* to build a swimming pool in our back yard. The only space feasible was the West side of the house, on 6th Avenue. The company took care of all the paperwork and permits with the City of Biscayne Park. A variance was needed to use that particular space. In June or July *Essig Pools* excavated the site. We assumed everything was in order. Unknown to us, there were previous disagreements with this company and the Village over jobs done in other properties. To resume a

very long, expensive and painful story, the variance request to build the pool did not come before the Village Commission until November.

- **November 2004:** At the Commission Meeting on November 9, which I attended with a representative of Essig Pools, there was a debate between members of the City council and also the public, in which I recall many suggestions were made and concerns raised about the swimming pool. Some suggestions were not feasible, and others were just plain opinions of taste, not based on City codes or even common sense. Finally, Resolution #2004 was achieved and signed. The non-use variances granted are on page 2 of the Resolution. (See copy attached)
- **March 2005:** Upon careful inspection of the premises, the building inspector sent by the Village's Building and Zoning Department, Mr. Sal Annese, signed the approved permits: Permit #10943, dated March 3, 2005, approving the Final Fence, done by the owners, and Final Permit #10925, dated March 24, 2005 approving the whole work, done by Essig Pools. (See copies attached)
- **August 2005:** I received a letter from the Village Clerk, dated August 15, regarding our non-compliance with the non-use variance. The letter wrongly states that Items # 1, 2 & 3 of Section 1 had not been met. I requested a meeting and it was granted. Soon after, I met with the then Village Clerk, Carmen Spelorzi, the inspector, Mr. Sal Annese, and the Code Enforcer, Sira Ramos.

I manifested that I had complied with the fence for the pool, and I had planted a hedge outside of it, as requested by the Resolution. During this meeting I never agreed, let alone sign any agreement, to remove the exterior hedge on 6th Avenue, as is often mentioned by Ms. Ramos. I explained that I did not want to pull the whole hedge out for aesthetics and cleaning reasons. At the bus stop it would form a shady corner with the next-door house's masonry fence that runs up to the property line on 6th Ave. I explained that I have to clean trash that people often throws on that right of way. A shady corner would invite to more thrashing of the place.

I recall that I offered to cut it shorter, to 3', and Mr. Annese agreed that two hedges would look fine aesthetically, the first shorter and the second against the fence, up to 6'. But Ms. Ramos insisted adamantly on only one hedge, against the fence, and pull the other out, even though the Resolution never asks for removal of the exterior one. I never agreed or signed any agreement promising to pull the hedge out.

- **September 2005:** To comply with the Code for traffic, I lowered the height of the ficus exterior hedge to 3' around the corner of 6th Avenue and 119th Street, and trimmed all the rest, to avoid hindering traffic visibility.

After I cut the corner hedge to 3; nobody from the Village contacted me, so I assumed they were satisfied with my compliance.

- **July 2006:** Anonymously, somebody dropped in my front door an envelope with a copy of a memo issued on July 13 by Code Enforcer Sira Ramos addressed to the Mayor and the Commissioners, with copy to many other administration officers. (See Copy Attached) The memo has many inaccuracies, but:
 - On paragraph 4 she states that due to concerns about traffic visibility, the Director of Public Works, Joe Fisher, the former Chief Gotlin and her meet at the intersection and measured the hedge per the formula of the Code, and IT IS IN COMPLIANCE. So, she states, it is not a Code issue that he hedge is still

there.

- The last paragraph reveals Ms. Ramos' real aim: Her personal interest on us pulling off a hedge that has been well maintained, in order, out of the right of way and constantly trimmed by me.

I read the memo with surprise, and even though I expected for a while some word from the Village Attorney, I did not hear anything else for two years and eight months after the memo's date. So I kept maintaining my exterior hedge on 6th Avenue as neat and trim as possible, and the corner at 3', confident that I am acting in good faith and I am following the Code and the Resolution. As you may have seen with your own eyes, my home has now and always had one of the best-kept gardens in the area. I am proud of the maintenance I do on my property, which lifted the value of the neighboring properties when I moved here.

Mr. Spence, the urgency and resolve, plus the threat of pulling the hedge by force in your letter dated March 12, 2009, after three years and seven months of not hearing anything from the Village Administration, takes me by surprise. I understand your position. If a complaint from an officer is taken to you, is your duty to see that the irregularity be corrected. In this particular issue, I appeal to you asking please, analyze the complete matter at hand, not just a few pages that do not paint the whole picture of what happened and what is at stake here.

I am a law-abiding citizen of the Village, proud to live in harmony with my good neighbors here. I do not participate in civic activities because of the time required by my demanding job and the maintenance of my property. There was no opportunity for me to meet you yet. So please take this letter as an introduction to a personal meeting in which I hope, sincerely, to achieve a satisfactory agreement with the Village Administration through you about this matter.

Thank you for the prompt attention you give to this letter and, given the short notice, I look forward to a meeting with you as soon as possible.

Respectfully,



Tomas J. Jakovljevic

Cc: John J. Hearn
Village Attorney (via regular mail)

Ann Harper ✓
Village Clerk (via regular mail)

Attached: 3 docs

VILLAGE OF BISCAYNE PARK, FLORIDA
640 N.E. 114th Street
Biscayne Park, FL 33161
(305) 893-7490
Bldg. & Zoning Dept.
Building Inspection Request
and Log

Date Received 03.24.05

Type Insp'n Final
Permit No. 10925
Owner's Name _____
Job Address 600 NE 119TH ST
Call in by OB C DATE: _____
TIME: 9:30A
Contractor ESSIG POOLS
Caller's Name & Phone 305.949.0000 JESS
Taken By LG X215

Inspection Requested Date 03.25.05

Inspection Date _____

For Inspector:		Time
Approved	<input type="checkbox"/>	<input type="checkbox"/>
Correction	<input type="checkbox"/>	<input type="checkbox"/>
Reinsp's Fee	<input type="checkbox"/>	<input type="checkbox"/>

COMMENTS _____

VILLAGE OF BISCAYNE PARK, FLORIDA
640 N.E. 114th Street
Biscayne Park, FL 33161
(305) 893-7490
Bldg. & Zoning Dept.
Building Inspection Request
and Log



*after
4pm.*

Date Received 3-3-05

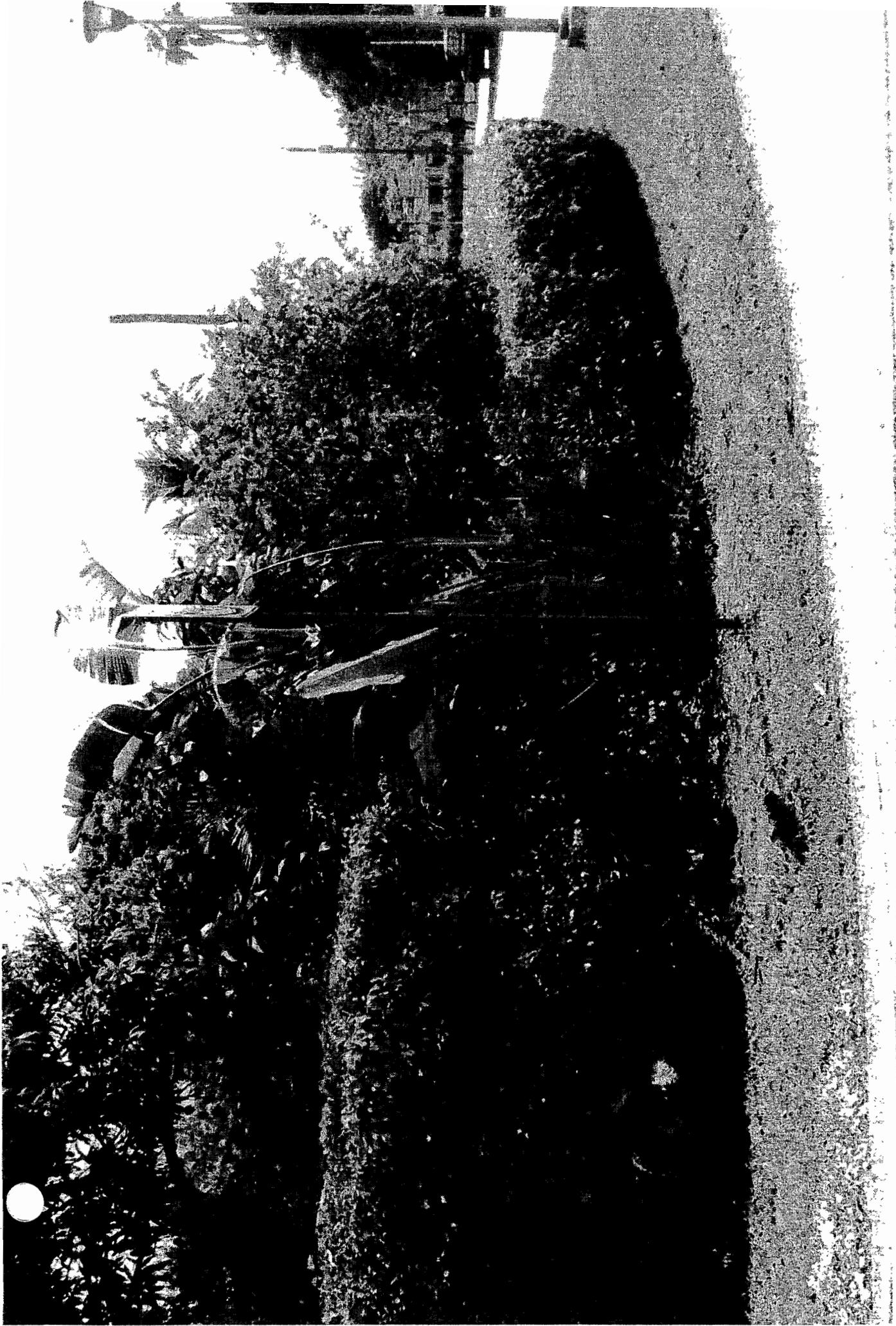
Type Insp'n Final Fence
Permit No. 10943
Owner's Name JAKOOLJEVIC
Job Address 600 NE 119ST
Call in by OB C DATE: _____
TIME: _____
Contractor owner
Caller's Name & Phone 893 8726
Taken By JB

Inspection Requested Date _____

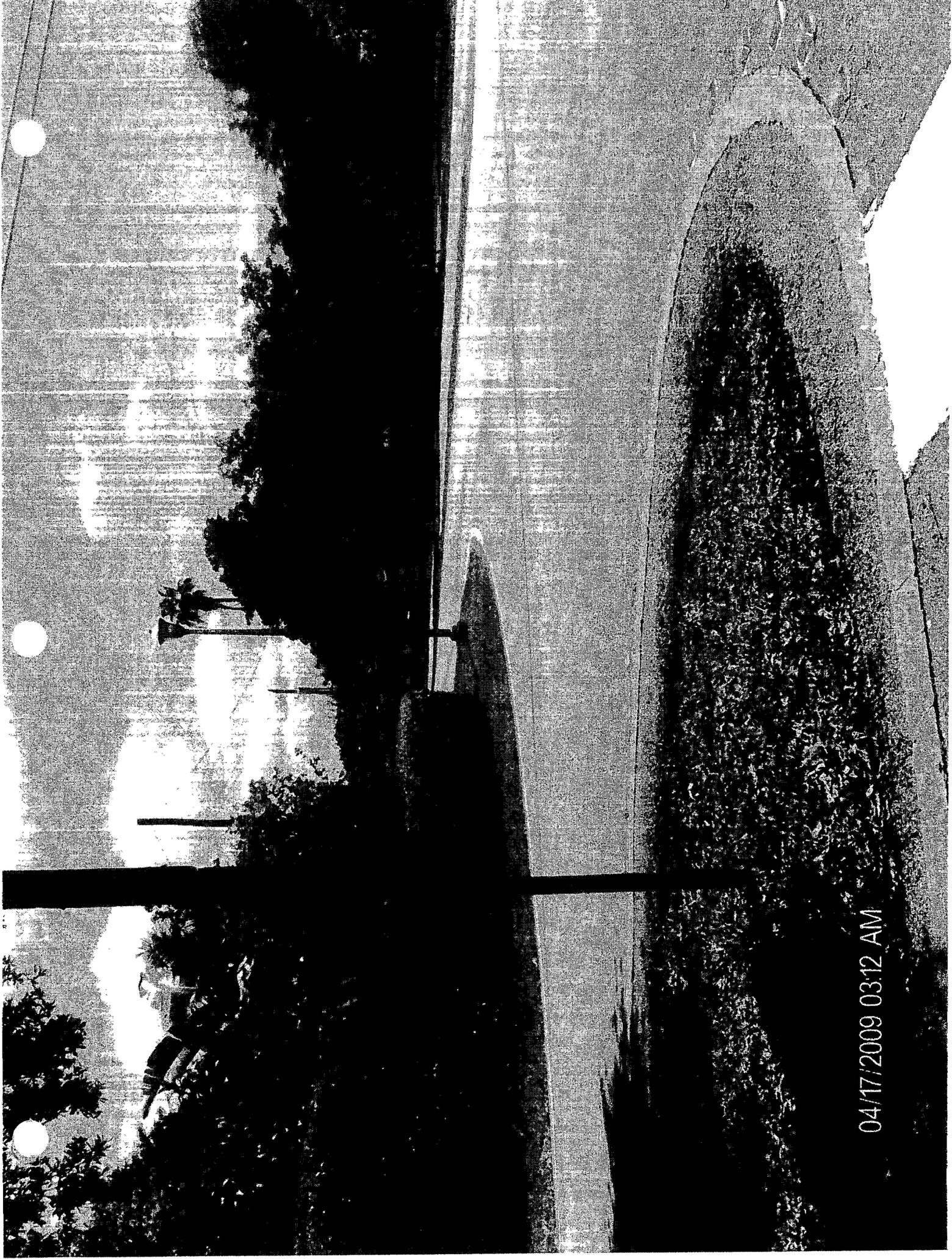
Inspection Date _____

For Inspector:		Time
Approved	<input type="checkbox"/>	<input type="checkbox"/>
Correction	<input type="checkbox"/>	<input type="checkbox"/>
Reinsp's Fee	<input type="checkbox"/>	<input type="checkbox"/>

COMMENTS _____



04/17/2009 03:30 AM



04/17/2009 03:12 AM



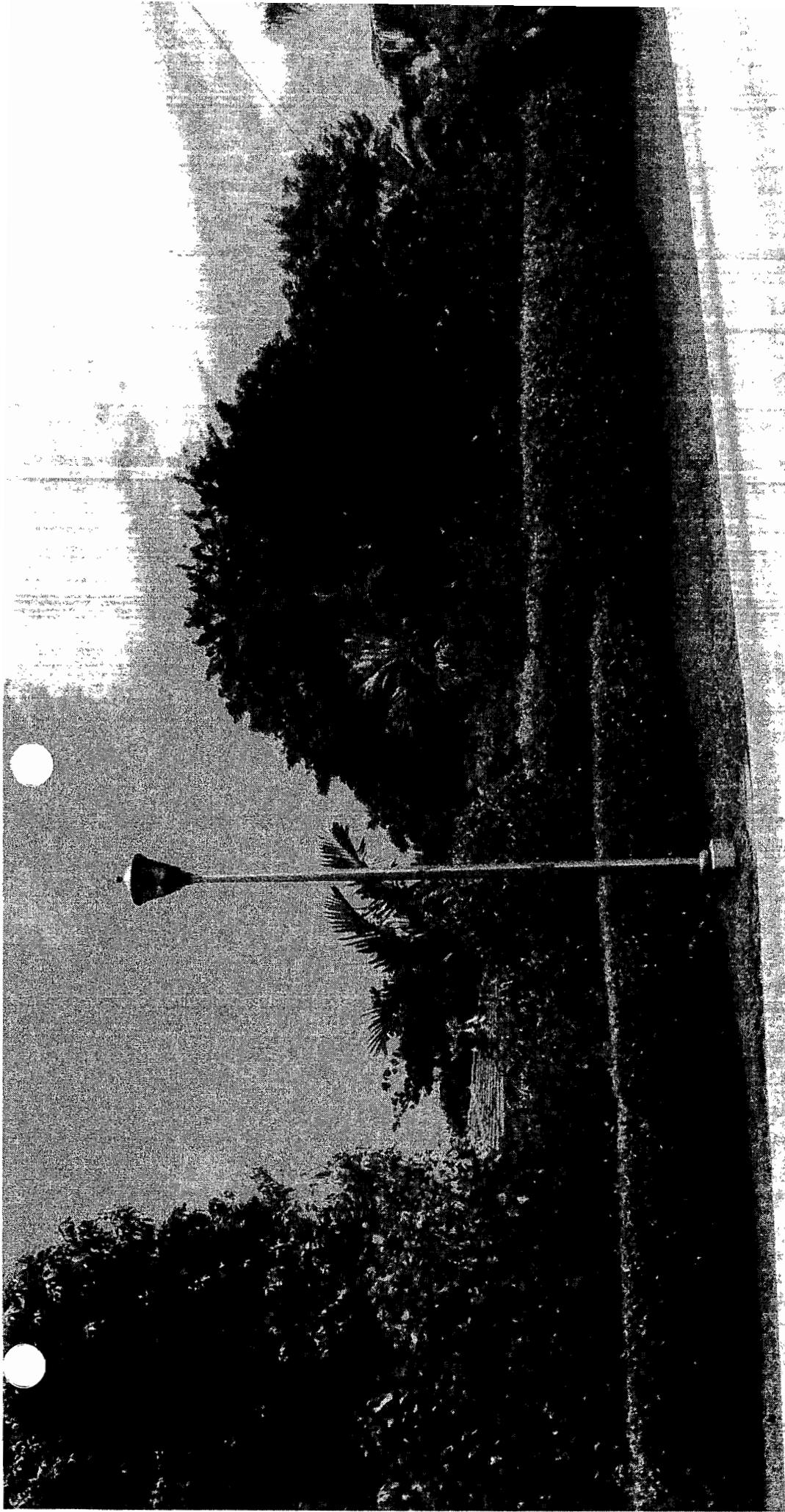
04/17/2009 03:12 AM



04/17/2009 03:29 AM



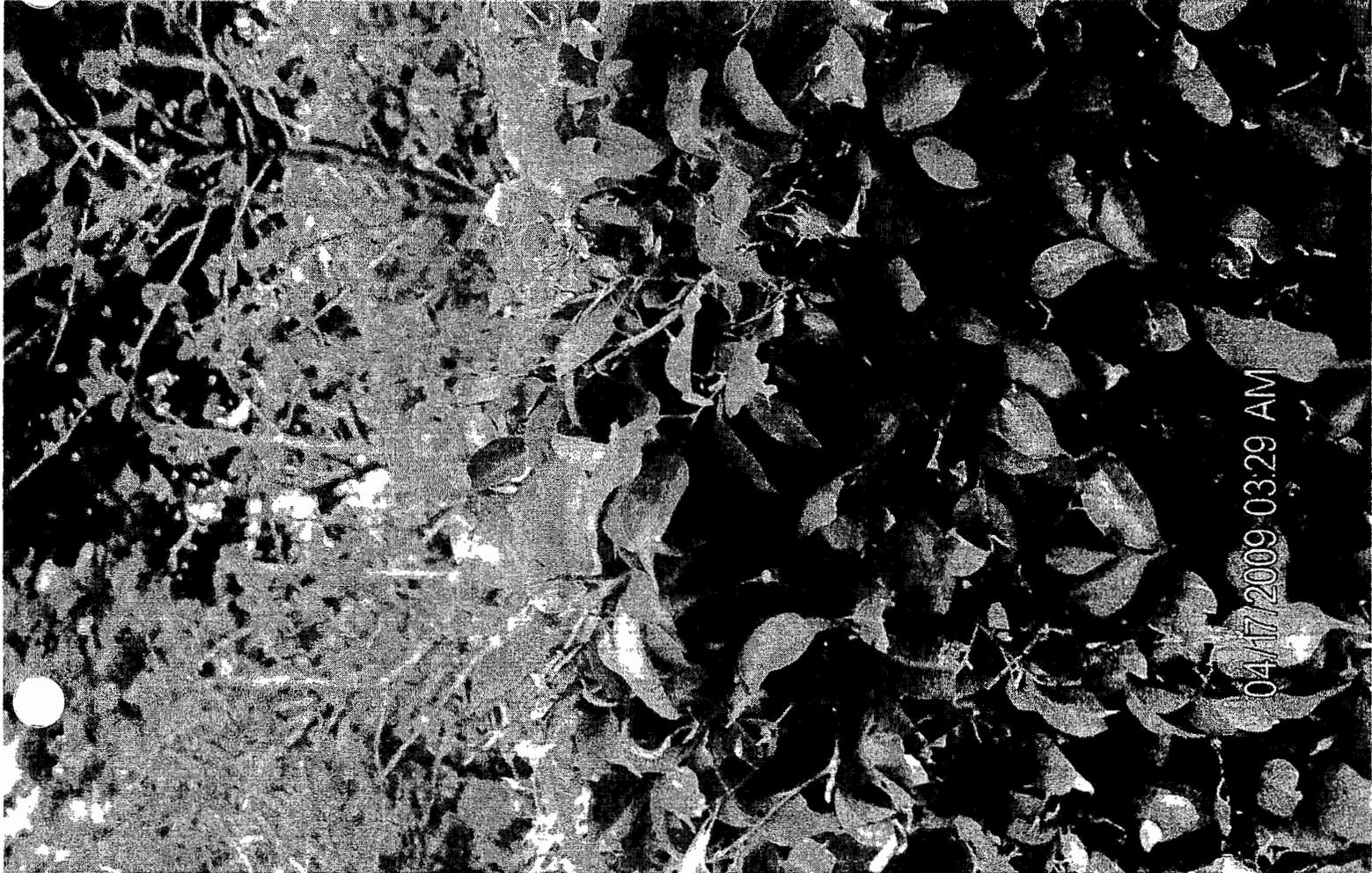
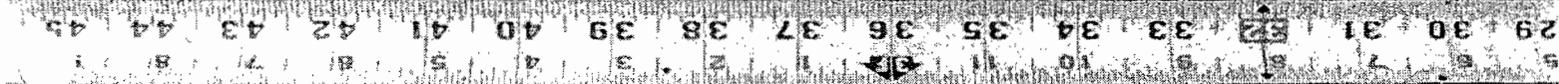
04/17/2009 03:29 AM



04/17/2009 03:12 AM



04/17/2009 03:11 AM



04/17/2009 03:29 AM



04/17/2009 03:29 AM



04/17/2009 03:11 AM

**83rd Annual Conference
Florida League of Cities, Inc.
August 13-15, 2009
Orlando, Florida**

It is important that each member municipality sending delegates to the Annual Conference of the Florida League of Cities, designate one of their officials to cast their votes at the Annual Business Session. League By-Laws requires that each municipality select one person to serve as the municipalities voting delegate. Municipalities do not need to adopt a resolution to designate a voting delegate.

Please fill out this form and return it to the League office so that your voting delegate may be properly identified.

Designation of Voting Delegate

Name of Voting Delegate: _____

Title: _____

Municipality of: _____

AUTHORIZED BY:

Name

Title

Return this form to:

Gail Dennard
Florida League of Cities, Inc.
Post Office Box 1757
Tallahassee, FL 32302-1757
Or Fax to Gail Dennard at (850) 222-3806

11C



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: July 2, 2009

**SUBJECT: 1) EMERGENCY DEBRIS DISPOSAL MONITORING
SERVICES
2) EMERGENCY RESPONSE & RECOVERY SERVICES**

The above services are two of the three essential services needed to clean up after a hurricane. The first one, debris pick-up, has already been awarded to Grubbs and World Services.

The Village of Miami Shores advertised for an RFP for these services and will award contracts to two different companies for these services. It is my recommendation that we utilize (piggy-back) on their award to these companies inasmuch as we are now in the hurricane season. The cost for these services is an allowable reimbursement expense by FEMA.

Said award would be subject to the Village Attorney preparing and approving the appropriate contracts.

Award Service #1: BFA Environmental Consultants, Barnes, Ferland and Associates, Inc.

Award Service #2: SOLID RESOURCES, INC.

Emergency Debris Disposal Monitoring Services



Mighty Structures

Presented by:

FAH

Farrington Associates, Inc.

Request

Introduction to BFA Team:

Barnes, Ferland and Associates, Inc.

- ✓ Founded in 1994
- ✓ Headquartered in Central Florida with satellite offices in Miami, West Palm Beach, Jacksonville and New Orleans, Louisiana
- ✓ Managed over 220 debris monitoring personnel in 5 Cities and 1 County during the 2008 Hurricane season in Texas and Louisiana
- ✓ Managed 120 debris monitoring personnel during 2005/2006 contract with USACE-New Orleans District for Quality Assurance Monitoring Debris Removal
- ✓ Continuing Contracts for Hazardous/Solid Waste and Debris Removal
- ✓ Highly specialized water resources and environmental engineering firm
- ✓ Working Principals dedicated to personalized service
- ✓ 8(a) Certified with Small Business Administration
- ✓ Certified as a Minority Business Enterprise (MBE) with 20 federal, state and local governmental entities including Dade County and the State of Florida

Representative BFA Clients

- ✓ US Army Corps of Engineers
- ✓ Navy Southern Division
- ✓ South Florida Water Management District
- ✓ St. Johns River Water Management District
- ✓ City of Altamonte Springs
- ✓ City of Belleview
- ✓ City of Bushnell
- ✓ City of Daytona Beach
- ✓ Town of Eatonville
- ✓ City of Jacksonville
- ✓ City of Longwood
- ✓ City of Maitland
- ✓ City of Melbourne
- ✓ Miami Dade County
- ✓ City of Ormond Beach
- ✓ Orange County
- ✓ Orlando Utilities Commission
- ✓ City of Pompano Beach
- ✓ City of Tampa
- ✓ Palm Beach County
- ✓ City of Titusville
- ✓ City of Wildwood
- ✓ Beck Disaster Recovery
- ✓ Black & Veatch
- ✓ Brown & Caldwell
- ✓ Camp Dresser & McKee
- ✓ CH2M Hill
- ✓ Dyer, Riddle, Mills and Precourt
- ✓ MACTEC
- ✓ McKim & Creed
- ✓ PB Water
- ✓ PBS&J
- ✓ R.W. Beck
- ✓ Reedy Creek Improvements District
- ✓ SCS Engineers
- ✓ State of North Carolina
- ✓ Sverdrup
- ✓ University of Florida

Project Purpose/Understanding

BFA understands the need for Miami Shores Village to have a consultant to be responsible for staffing, training, complete oversight of debris recovery activities in the event of a natural or man-made disaster. BFA will provide the following:

- **Meet with the Village to evaluate and coordinate their approved Debris Management Action Plan;**
- **Organize and coordinate scheduling for trained personnel to observe, direct, monitor and document the activities of the debris recovery companies and their subcontractors;**
- **Provide trained field monitors and tower monitors to ensure that all debris recovery contractors and their subcontractors adhere to the Debris Management Action Plan and that they are working in an efficient and safe manner;**
- **Conduct periodic safety inspections of debris recovery contractors to ensure that they are complying with safety regulations;**
- **Responsible for end of day activities such as closing and securing debris disposal and public debris drop-off sites as directed by the Village;**
- **Make recommendations of operational improvements to the Village Contract Manager.**

CONTRACT

For the Provision of

EMERGENCY RESPONSE &
RECOVERY SERVICES

Between

MIAMI SHORES VILLAGE, FLORIDA

And

SOLID RESOURCES, INC.

CONTRACT FOR THE PROVISION OF EMERGENCY
RESPONSE & RECOVERY SERVICES

11F

This Contract is for the Provision of Emergency Response & Recovery Services (“Contract”) between Miami Shores Village, Florida (“Client”) and Solid Resources, Inc. (“Contractor” or “SRI”), each of which may be referred to individually as “Party” or collectively as the “Parties”.

The Parties agree to the following:

1. **Engagement.** The Client hereby engages Contractor, and Contractor hereby accepts such engagement, to provide Emergency Response & Recovery Services (as defined herein) in accordance with the terms, and subject to the conditions, of this Contract.
2. **Services.** During the Term (as defined herein), the Contractor shall provide the Client with emergency response and recovery services that shall include those services described in Attachment A, which is incorporated herein (“Emergency Response & Recovery Services” or “Services”).
3. **Term.** The term of this Contract shall commence on the day the Contract is signed by the Client, provided both Parties have signed the Contract (“Effective Date”) and shall be in effect for a period of two years (“Term”), unless otherwise terminated earlier as provided herein. At the end of the Term, the Parties may mutually agree to renew the Contract provided the renewal is in writing and signed by both Parties.
4. **Independent Contractor.** It is expressly acknowledged by the Parties that Contractor is an “independent contractor” and nothing contained in this Contract is intended, or shall be construed, to create a partnership between the Parties, to cause either Party to be responsible in any way for the debts, liabilities, or obligations of the other Party, or to constitute an employer-employee relationship between the Parties.
5. **Compensation.** The Client shall pay Contractor for rendering Services in accordance with Attachment B, which is incorporated herein. The compensation for Services may not be modified, unless otherwise agreed upon by the Parties in writing. The payment shall be made upon thirty (30) days receipt of a monthly invoice (“Invoice”) from Contractor, and in compliance with Section 218.70, F.S., otherwise known as the “Florida Prompt Payment Act”.
6. **Insurance.** During the Term, Contractor agrees to maintain at its sole cost and expense, a policy of commercial general liability insurance and automobile liability insurance in such amounts as reasonable for this Contract. Further, Contractor agrees to maintain Workers’ Compensation insurance in the statutory amounts required under law.
7. **Notice.** All notices from the Contractor to the Client, or from Client to the Contractor must be in writing, and, shall be deemed duly served if mailed by U.S. mail, e-mailed, or faxed to the other Party at the following:

Client: Miami Shores Village
Carolyn Modeste
1005 Northeast 2nd Avenue

Contractor: Solid Resources, Inc.
Gary Stankovich, President
2202 Cantu Court, Suite 119

Miami Shores, Florida 33138
Telephone: 305.795.2207
Fax Number: 305.756.8972
E-mail: modestec@miamishoresvillage.com

Sarasota, Florida 34232
Telephone: (941) 379-8100
Fax Number: (941) 379-8113
E-mail: gstankovich@solid-resources.com

The Parties may change the above addresses or fax numbers at any time upon giving the other Party written notice.

8. Termination.

8.1 **For Cause.** The Client may terminate the Contract if (1) Contractor fails to perform under the terms of this Contract, (2) Client provides Contractor with a written notice of the default, and (3) Contractor fails to cure the default within a reasonable period of time. Contractor shall not be liable for any excess costs if the failure to perform the Contract arises from events completely beyond the control of, and without the fault or negligence of, the Contractor.

8.2 **Without Cause.** The Client may terminate this Contract without cause by providing Contractor with seven (7) days written notice of the termination.

8.3 **Effects of Termination.** Upon receipt of any notice of termination, Contractor shall discontinue providing Services except as otherwise provided herein. To the extent that the termination of this Contract is not due to Contractor's breach of its obligations under the Contract, Client shall reimburse Contractor for all Services properly furnished in accordance with the requirements of this Contract up and through the date of the notice of termination (or such other time specified in the notice). Notwithstanding any other provisions in the Contract to the contrary, the Contractor shall have no further obligations under this Contract after the effective date of the termination.

9. Indemnification/Liability.

9.1 Contractor agrees to indemnify and hold harmless the Client, for any liability and/or legal costs arising out of personal injury or property damage claims and litigation related to the rendering of Services by Contractor and its officers, partners, agents, or employees; provided, however, that Contractor shall not indemnify for that portion of any losses or damages caused by the negligent or intentional acts or wrongful omissions of the Client, and its officers, partners, agents, or employees.

9.2 For all claims against Contractor relating to Services, and regardless of the basis on which the claim is made, the Contractor's liability for direct damages shall be limited to the greater of \$100,000, the dollar amount of the Contract, or the amount of the charges rendered by Contractor under the Contract. This limitation shall not apply to claims arising under Section 9.1 of this Contract.

9.3 Unless otherwise specifically enumerated in the Contract, no Party shall be liable to the other for any special, indirect, punitive, or consequential damages, including lost data or records, even if a Party has been advised that such damages are possible. No Party shall be liable for lost profits, lost revenue, or lost institutional operating savings.

9.4 **Force Majeure.** The Contractor shall not be responsible for any delay resulting from its failure to perform if neither the fault nor the negligence of Contractor or its employees or agents contributed to the

Delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Contractor's control, or for any of the foregoing if no alternate source of supply is available to Contractor. In case of any delay Contractor believes is excusable, Contractor shall notify the Client in writing of the delay or potential delay and describe the cause of the delay either (1) within 10 days after the cause that creates or will create the delay first arose, if Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within 5 days after the date Contractor first had reason to believe that a delay could result. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Contractor shall continue to perform in accordance with the Contract. The Parties shall mutually determine whether additional compensation is warranted.

11. General Provisions.

11.1 **Agreement.** This Contract constitutes the entire agreement between the Parties. No oral agreements or representations shall be valid or binding upon the Parties.

11.2 **Assignment** The Contractor may not sell, assign or transfer any of its rights, duties or obligations under the Contract, or under any purchase order issued pursuant to the Contract, without the prior written consent of the Client.

11.3 **Dispute Resolution.** The Parties may agree to engage in alternative dispute resolution procedures, as outlined in Chapter 120, F.S. Without limiting the foregoing, the exclusive venue of any legal or equitable action that arises out of or relates to the Contract shall be the appropriate state court in Miami-Dade County, Florida. In any such action, Florida law shall apply and the Parties waive any right to jury trial.

11.4 **Safety.** The Contractor agrees that it shall comply with all Occupational Safety and Health Administration (OSHA), State and City Safety and Occupational Health Standards and any other applicable rules and regulations relating to occupational safety.

11.5 **Modification of Terms.** The Contract contains all the terms and conditions agreed upon by the Parties, which terms and conditions shall govern all transactions between the Client and Contractor. The Contract may only be modified or amended upon mutual written agreement of the Parties.

11.6 **Execution in Counterparts.** The Contract may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

11.7 **Severability.** If a court deems any provision of the Contract void or unenforceable, that shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.

11.8 **Authority.** Each person signing the Contract represents that he or she is duly authorized to do so and to bind the respective Party to the Contract.

-SIGNATURE PAGE TO FOLLOW-

IN WITNESS WHEREOF, the Parties have executed this Contract on the first date as written above.

Miami Shores Village

By: _____
Title: _____

Signature: _____
Date: _____

Solid Resources, Inc.

By: Gary Stankovich
Title: President

Signature: _____
Date: _____

ATTACHMENT A
EMERGENCY RESPONSE & RECOVERY SERVICES

PRE-DISASTER PLANNING SERVICES

Solid Resources provides integrated emergency management services to assist with preparation, response, and recovery from emergency situations or events. The preparatory stages in anticipation of an emergency or disaster allow for a controlled response, which leads to a successful recovery that maximizes reimbursement from each federal grant program regardless of the event type or magnitude. Local municipalities receive the majority of their disaster recovery assistance from the FEMA-PA and FHWA-ER programs. The following services offered by SRI are available as needed:

Policy and Plan Review - SRI begins its pre-disaster planning services by performing a comprehensive review of our Client's internal policies, guidelines, regulations and recovery plans. This review familiarizes us with our Client's level of preparedness for an emergency or disaster. The findings are presented in an analysis of changes and impacts to recovery reimbursement which includes steps necessary to develop, review or revise our Client's Debris Management Plan, Comprehensive Emergency Management Plan, Continuity of Operations Plan and Cost Estimating Matrices which may include cost and activity tracking tools.

Training Exercises - Tabletop training exercises are highly recommended to develop a sense of familiarity with internal response policies and local or regional coordinating agencies. Typical exercises involve response and recovery scenarios for Hurricanes (Categories 1 through 5) beginning with activities starting from 72 hours out to 7 days post storm. These activities include communication exercises, PDA preparation, mobilization, managing evacuations and emergency shelters.

Emergency and Response Training - Familiarity with the FEMA-PA and FHWA-ER programs is essential for all levels of municipal responders. Our training sessions may be tailored to the specific needs of management or field personnel. A thorough understanding of the 404 and 406 Hazard Mitigation programs ensures that potential for mitigation within each program is immediately identified. We also provide response and recovery training for the Fire Management Assistance Grant Program.

Debris Management - The location, size and operation of Debris Management Sites (DMS) can have a significant impact on the post-disaster cleanup efforts of any municipality. The extensive debris management experience of our team enables SRI to assist with the selection and pre-authorization of new and/or existing sites. In conjunction with DMS selection, we provide training on the management and monitoring of debris removal operations with focus on the subtle differences between the FEMA-PA and FHWA-ER programs.

Emergency Contracts - SRI may provide the service of reviewing the Client's emergency contracts to make recommendations concerning stipulations in the contract and/or scope of work that may affect recovery, response, and reimbursement. Wherever possible recommendations will be made to mitigate financial risk and provide audit protection. We may assist with the development of requests for proposals, scopes of work, bidding process, and procurement of Emergency Contracts for activities such as debris operations, sign repair, signalization, Maintenance of Traffic (MOT), evacuation, emergency shelters, and rental equipment as needed.

MOBILIZATION

Once an event reaches the mobilization threshold, our recovery and response teams would deploy to their designated location in support of the Client. In the event of a disaster of catastrophic nature, response personnel may mobilize to both the Emergency Operations Center (EOC) and the surrounding impacted areas. Wherever a Team is placed, the Team may begin tracking, documenting, and assisting in the response effort. A typical scope of support services available to our Clients during this phase may include but not be limited to:

Pre-Event (72 Hours Out)

Activity Tracking – In order to maximize reimbursement from federal grant programs, activity and cost tracking is essential. This process must be effective and accurate from the earliest stages of the response effort, which may be as early as 72 hours out. Activities include assistance to personnel who man the EOC, or any effort taken to save lives, reduce the risk to public health and safety and prevent damage to improved public and private property.

Coordinating Debris Operations – An anticipated debris-generating event will trigger coordinating activities of debris monitoring and debris removal firms. Approximately 70 percent of the total cost of hurricane recovery is associated with debris operations therefore coordinating debris operations efforts are critical to a successful response.

Documentation Review and Preparation – Pre-event activities must include the review and preparation of documentation such as truck certifications, load tickets, truck placards, and project files for each activity that should be organized by federal grant program.

ACTIVATION

Once a hurricane has made landfall the response effort becomes focused on performing emergency operations primarily by police and fire department personnel. The local EOC is fully staffed for the duration of the storm, which may last up to 24 hours. Immediately following a hurricane, PDA activities commence and SRI personnel may provide support services that include:

Preliminary Damage Assessment (PDA) – The determining factor for an impacted area to receive a federal declaration for grant assistance is the PDA. Damages must exceed the per-capita dollar threshold for that municipality or region in order to receive a federal declaration, costs for which include preparatory measures up to 72 hours prior to a predicted event. The PDA is coordinated by personnel manning the local EOC. The total estimated cost of recovering from a disaster can only be completed after the event has passed. The final cost must be reasonably accurate and involved the participation of key personnel within all impacted areas. The final PDA is submitted to the State EOC in request of financial assistance for the recovery efforts. The State either provides assistance directly, or requests assistance from the various Federal agencies that participate in disaster recovery.

Initial Debris Operations – Immediately following a disaster, the debris removal efforts focus on clearing roads (“cut and toss”) to allow emergency access to critical facilities. SRI personnel have extensive knowledge of the reimbursement requirements of the FHWA On-system, Off-system for FHWA-ER reimbursement and FEMA-PA reimbursement for debris operations on local roads. Our staff may be involved with the coordination efforts and the collection of documentation necessary to draft DDIRs or PWs

Following current federal policies and guidelines to maximize reimbursement between the federal grant programs.

Initial Grant Program Procedures – After a federally declared event, FEMA and the State conduct applicant briefings and kick-off meetings for the purpose of educating an applicant regarding the FEMA-PA program, and to identify and respond to specific needs or special circumstances, or to communicate special procedures that may have been recently adapted for the program. SRI would serve to be present at these meetings to ensure all needs are communicated and any modifications to the PA program are implemented.

Federal Grant Program Coordination – Federal agencies may provide reimbursement to local government agencies or municipalities for costs resulting from recovery efforts after a declared disaster depending on the type of damages. SRI provides complete grant management on the respective assigned and regulated areas of responsibility. SRI may coordinate with other funding sources for disaster assistance from federal agencies such as FEMA, FHWA, HUD, USDA, USACE, and NRCS. Reimbursements channeled through the State are primarily based on actual costs but the PDA may be used to provide immediate needs funding.

FEMA-PA Program Grant Coordination – SRI can assist with the efforts required to prepare documentation and estimate costs for the repair and overall recovery from a federally declared event under all categories of work as identified by the FEMA-PA program, which include Debris Removal operations (Cat A), Emergency Work (Cat B), Roads/Bridges (Cat C), Water Control facilities (Cat D), Buildings, Structures and/or Equipment (Cat E), Utilities (Cat F), and other facilities (Cat G). This documentation will be gathered and presented for the purpose of writing Project Worksheets (PWs) in a manner that complies with all policies and procedures, identifies opportunities for Hazard Mitigation, avoids the need to submit appeals, and facilitates reimbursement during work completion through project final inspection and disaster closeout.

FHWA-ER Program Grant Coordination – SRI can assist with the efforts required to prepare documentation that estimates the cost to recover from a federally declared event under the FHWA-ER program that will be used to generate a DDIR. The experience and knowledge of the SRI professionals regarding the guidelines and eligibility criteria of the FHWA-ER program assists to protect against duplication of funding from other federal agencies such as FEMA while maximizing the eligible amount of reimbursement and providing audit protection.

Insurance Claim Adjusting – The FEMA-PA program is designed to reimburse eligible applicants for non-insured expenses resulting from a federally declared event. This process requires a thorough review of the applicant's insurance policy to clearly identify coverage amounts for each damaged facility, and to estimate anticipated insurance proceeds. Final settlement with an insurance provider may take several years, and during the interim, deductions imposed by FEMA for anticipated insurance proceeds may be overestimated. SRI can assist with determining accurate insurance proceeds deductions in order to maximize the federal grant funding.

Mutual Aid – Track Mutual Aid assignments and related costs and documentation by Federal Program according to the form and structure defined by the EMAC or the stipulations of inter-local mutual aid agreements.

LONG TERM RECOVERY

The process of transitioning from Response to Recovery will be determined by the nature of the event. In a catastrophic event, or an event that may have a far-reaching impact, it may be determined that an area will be staffed for an extended period of time. Generally, the transition will occur as the EOC returns to monitoring status, or Level 3, at which point long-term recovery will begin. A typical scope of support services available to our Clients during this phase may include but not be limited to:

Reconcile and Submit Documentation – Reconcile back-up documentation and submit to corresponding federal agencies that may be involved with the recovery effort to ensure that all eligible funds have been captured between the Federal Programs. Documentation that may require review includes procurement policies, contracts, scopes of work, invoices, purchase orders, proof of payments, Human Resources policies pertaining to emergency pay, Force Account daily activity logs, payroll registers, equipment logs, emergency call logs, and generator logs.

Small PWs – Small projects are funded using an initial estimate of costs prepared by either FEMA or the PA program applicant. SRI staff would prepare small projects in the manner most beneficial to the Client, taking into consideration insurance reimbursements and departmental budgetary needs.

PW Versions – Large and small PWs are usually based on estimated costs to repair damages identified during a field inspection conducted by the FEMA PA applicant. It is not unusual for damages to be omitted or unforeseen, or for actual repair costs to be significantly in excess of the estimated amounts. The most desirable option for correcting scopes of work or project costs is for FEMA to issue a version of the original \mathcal{V} .

Alternate or Improved Projects – The funding provided by the PA program to repair a facility damaged by a disaster is typically intended to restore the facility to its pre-disaster design and function. There are times, however, when the public welfare would be best served by restoring the facility with improvements, or by utilizing the funds for a different purpose. SRI personnel have served applicants to the PA program by requesting alternate or improved projects through the FDEM.

Hazard Mitigation – The Stafford Act allows for provisions to reduce or eliminate long-term risk to people and property from natural hazards and their effects as defined under sections 404 and 406. Hazard mitigation measures restore a facility beyond its pre-disaster design. SRI personnel have the program knowledge to provide Hazard Mitigation support for damaged infrastructure and prepare funding proposals to FEMA and the State for reimbursement under the 404 and 406 Hazard Mitigation Programs as applicable state agency utilizing the State and FEMA forms and systems.

Final Inspection and Close Out – Once all project work as identified in the Scope of Work of a PW has been completed, projects are subject to final inspection audit and close out. The final inspection process begins when the applicant submits a Request for Final Inspection (RFI). The final inspection and close out process may not happen for several years after the declaration date of a disaster. SRI personnel has provided final inspection and project close out support throughout the State of Florida since hurricane Andrew and most recently for all the 2004 and 2005 storms.

Audit Support – PA program grant recipients are subject to audits by the Office of Management and Budget (OMB) or the Department of Homeland Security (DHS) Office of Inspector General (OIG) depending on the amount of grant funding received. SRI services include project support throughout the

sponse and recovery effort in anticipation of audits to ensure full compliance with all aspects of the PA program as well as all the technical support during the audit process.

Overall Grants Management Support – SRI services include overall grants management support from the earliest stages prior to the receipt of grant funding, inception of each project, to final inspection and project close out. The services provided cover all possible aspects of emergency and grants management.

Reporting – SRI Recovery Teams shall provide weekly reports to Client staff, as requested, with information including field activities, employee activities, project progress, and issue resolution. Other reports shall be provided as requested.

CONCLUSION OF SERVICES

In a catastrophic or far reaching high impact event, it may be determined that an area will be staffed for an extended period of time. The process and timing of the Team's eventual demobilization will be determined by the nature of the event, together with collaboration between the Client and Team Project Manager. A sample scope of support services available to our Clients during this phase may include but not be limited to:

Pre-Demobilization meeting – Open issues remaining until the demobilization phase will be defined and the resolution of these issues will be planned and tracked until actual demobilization.

Consolidate Documentation – All project documents will be consolidated, prepared and submitted by project and by Federal funding program for the long-term storage per State and Federal guidelines of (3 years after disaster close out for Federal and 5 years for the State of Florida).

Final Summary report – After open issues have been either resolved or identified for resolution, and project documentation has been prepared for storage, a final summary report will be issued for Client review and acceptance.

ATTACHMENT B
COMPENSATION

The compensation for Emergency Response & Recovery Services referenced in Attachment A shall be in accordance with the hourly rates referenced below:

Position*	Hourly Rate
Public Assistance Specialist (PAS)	\$145
PAC Coordinator (PAC-C)	\$120
Public Assistance Coordinator	\$115
Project Officer	\$98

*For the positions referenced above, the Contractor shall select personnel that it determines are appropriately trained and qualified to perform the duties and responsibilities of the positions; provided that Contractor complies in such selection with applicable federal and state laws, rules, and regulations, and with the terms and conditions of this Contract.