



The Village of Biscayne Park

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

Telephone: 305 899 8000 Facsimile: 305 891 7241

AGENDA
REGULAR COMMISSION MEETING
Ed Burke Recreation Center - 11400 NE 9th Court
Biscayne Park, FL 33161
Tuesday, February 4, 2014, at 7:00pm
Meeting at 7:00pm



Indicates back up documents are provided.

1 Call to Order

2 Roll Call

3 Pledge of Allegiance

4 Presentations



- 4.a Sandra Bello, Florida Department of Transportation - District Six (FDOT)
Overview of milling and resurfacing project along SR915/NE 6th Avenue from
NE 110th Terrace to North of NE 123rd Street

5 Additions, Deletions or Withdrawals to the Agenda

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

6 Public Comments Related to Agenda Items / Good & Welfare

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

7 Consent Agenda

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



- 7.a Approval of Minutes
> January 7, 2014



- 7.b Acceptance of Board Minutes
> Planning & Zoning Board - January 6, 2014
> Planning & Zoning Board - January 21, 2014
> Code Compliance Board - January 14, 2014
> Parks & Parkway Advisory Board - December 18, 2013
> Parks & Parkway Advisory Board Special Meeting - January 4, 2014
> Code Review Board - October 16, 2013

- > Code Review Board - November 20, 2013
- > Code Review Board - December 4, 2013
- > Code Review Board - January 8, 2014
- > Code Review Board - January 15, 2014



7.c **Resolution 2014-04**

A RESOLUTION OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA, **AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE DEVELOPMENT AGREEMENT BETWEEN GORY HOLDINGS, INC. (TENANT), AND THE CHURCH OF THE RESURRECTION (OWNER)** AND THE VILLAGE OF BISCAYNE PARK; PROVIDING FOR AN EFFECTIVE DATE *(Sponsored by Staff)*



7.d **Resolution 2014-11**

RESOLUTION OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK **URGING MEMBERS OF THE FLORIDA LEGISLATURE TO SUPPORT AND OPPOSE CERTAIN ISSUES DURING THE 2014 LEGISLATIVE SESSION;** PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE *(Sponsored by Commissioner Ross)*



7.e **Resolution 2014-12**

A RESOLUTION OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA, **DIRECTING THE VILLAGE CLERK TO PREPARE SUMMARY MINUTES** OF ALL VILLAGE COMMISSION MEETINGS; PROVIDING FOR AN EFFECTIVE DATE *(Sponsored by Staff)*



7.f **Resolution 2014-13**

A RESOLUTION OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA; **AUTHORIZING THE MAYOR TO EXECUTE THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CRAIG A. SMITH & ASSOCIATES** AND THE VILLAGE OF BISCAYNE PARK; PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Staff)*



7.g **Resolution 2014-14**

A RESOLUTION OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA; **AUTHORIZING THE MAYOR TO EXECUTE THE PROFESSIONAL SERVICES AGREEMENT BETWEEN R.J. HEISENBOTTLE ARCHITECTS P.A.** AND THE VILLAGE OF BISCAYNE PARK FOR PROFESSIONAL SERVICES RELATING TO A COMPREHENSIVE ASSESSMENT FOR THE RENOVATION AND RESTORATION OF THE HISTORICAL VILLAGE HALL LOG CABIN; PROVIDING FOR AN EFFECTIVE DATE *(Sponsored by Staff)*

< End of Consent Agenda >

8 Public Hearing



8.a Resolution 2014-09

A RESOLUTION OF THE MAYOR AND VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA, **INITIATING AND REQUESTING PROPOSED BOUNDARY CHANGES** TO THE VILLAGE OF BISCAYNE PARK IN ORDER TO **ANNEX PROPERTY DESCRIBED AS AN AREA BORDERED ON THE WEST-SIDE BY THE FEC RAILWAY, ON NORTH-SIDE BY NORTHEAST 121 STREET, ON THE EAST-SIDE BY BISCAYNE BOULEVARD, ON THE SOUTH-SIDE BY NORTHEAST 119 STREET, EXCEPT THAT BETWEEN NORTHEAST 16 AVENUE AND BISCAYNE BOULEVARD THE SOUTH BORDER SHALL EXTEND TO THE POINT WHERE NORTHEAST 16 AVENUE AND BISCAYNE BOULEVARD INTERSECT NEAR NORTHEAST 116 STREET** IN MIAMI-DADE COUNTY, FLORIDA; REQUESTING APPROVAL FOR ANNEXATION FROM THE BOARD OF COUNTY COMMISSIONERS; AUTHORIZING THE MAYOR, VILLAGE MANAGER, VILLAGE CLERK AND VILLAGE ATTORNEY TO TAKE ANY AND ALL ACTIONS NECESSARY TO SUBMIT A REQUEST FOR THE PROPOSED BOUNDARY CHANGES TO THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA; AUTHORIZING TRANSMITTAL OF THIS RESOLUTION AND ACCOMPANYING DOCUMENTS; AND PROVIDING FOR AN EFFECTIVE DATE *(Sponsored by Commissioner Ross)*



8.b Resolution 2014-10

A RESOLUTION OF THE MAYOR AND VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA, **INITIATING AND REQUESTING PROPOSED BOUNDARY CHANGES** TO THE VILLAGE OF BISCAYNE PARK IN ORDER TO **ANNEX PROPERTY DESCRIBED AS AN AREA BORDERED ON THE WEST-SIDE BY THE FEC RAILWAY, ON NORTH-SIDE BY NORTHEAST 121 STREET, ON THE EAST-SIDE BY NORTHEAST 14 AVENUE, AND ON THE SOUTH-SIDE BY NORTHEAST 119 STREET** IN MIAMI-DADE COUNTY, FLORIDA; REQUESTING APPROVAL FOR ANNEXATION FROM THE BOARD OF COUNTY COMMISSIONERS; AUTHORIZING THE MAYOR, VILLAGE MANAGER, VILLAGE CLERK AND VILLAGE ATTORNEY TO TAKE ANY AND ALL ACTIONS NECESSARY TO SUBMIT A REQUEST FOR THE PROPOSED BOUNDARY CHANGES TO THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA; AUTHORIZING TRANSMITTAL OF THIS RESOLUTION AND ACCOMPANYING DOCUMENTS; AND PROVIDING FOR AN EFFECTIVE DATE *(Sponsored by Commissioner Ross)*

9 Ordinances

FIRST READING:



9.a Ordinance 2014-01

AN ORDINANCE OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA **AMENDING CHAPTER 2, ADMINISTRATION, ARTICLE III, ENTITLED, "COMMISSIONS, BOARDS AND COMMITTEES"**; AMENDING EXISTING SECTION 2-30 OF THE CODE OF ORDINANCES OF THE VILLAGE OF BISCAYNE PARK, ENTITLED, "GENERAL RULES AND POLICIES"; **CREATING NEW SECTION 2-36 OF THE CODE OF ORDINANCES OF THE VILLAGE OF BISCAYNE PARK, ENTITLED "PUBLIC ART ADVISORY BOARD"**; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE

SECOND READING

< None >

10 Resolutions

< None >

11 Old Business

These items are generally discussion items that have been previously discussed by the Commission and new information or updates are available by either a member of the Commission or the Administration.

- 11.a Status of the agreement between the Village of Biscayne Park and the City of North Miami for water utilities

12 New Business

These items are generally discussion items that have been requested by members of the Commission or the Administration.



- 12.a Discussion: Review of proposed design and landscape for the Sixth Avenue bridge area

- 12.b Discussion: Creation of an "Art Park" within the Village - As requested by Commissioner Anderson

- 12.c Discussion: Village of Biscayne Park marketing campaign and other ideas in order to build a sense of community and place - As requested by Mayor Coviello

- 12.d Discussion: Motion to direct staff not hire an independent arborist when the County advises they have made a determination that trees need to be removed on County rights-of-ways and further directing staff to not expend any Village funds on such County determinations. – As requested by Commissioner Jonas

 12.e Discussion of future Cultural Council grants - As requested by Vice Mayor Watts

 12.f Discussion of the 2nd Annual Earth Hour event in the Village of Biscayne Park - As requested by Vice Mayor Watts

13 REQUEST FOR PLACEMENT OF ITEMS ON NEXT MEETING AGENDA

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

14 Reports

14.a Village Manager

 > Update: Location of Zaluski sculpture.

14.b Village Attorney

14.c Board / Committee Reports:

- > Parks & Parkway Advisory Board
- > Code Review Board
- > Recreation Advisory Board
- > Ecology Board
- > Biscayne Park Foundation

14.d Commissioner Comments

- > Vice Mayor Watts
- > Commissioner Anderson
- > Commissioner Jonas
- > Commissioner Ross
- > Mayor Coviello

15 Announcements

Wednesday, February 5th - Code Review Board at 7:00pm

Friday, February 7th - Movie Night at the Park at 6:30pm

Thursday, February 6th - Recreation Advisory Board at 7:00pm

Tuesday, February 11th - Code Compliance Board at 7:00pm

Monday, February 17th - All Village Departments are close in observance
of President's Day

Tuesday, February 18th - Planning & Zoning Board at 6:30pm

Tuesday, February 18th - Ecology Board at 6:30pm

Wednesday, February 19th - Parks & Parkway Advisory Board at 6:00pm

Wednesday, February 19th - Code Review Board at 6:00pm

Friday, February 21st - Ethics Course for Newly Elected Officials at 2:30pm

Saturday, March 1st - Strategic Planning Session at 9:00am

Monday, March 3rd - Planning & Zoning Board at 6:30pm

Our next regular Commission meeting is Tuesday, March 4, 2014 at 7:00pm.

16 Adjournment

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

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

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

NE 6th Avenue (State Road 915)
FPID 431175-1-52-01

Presentation to
the Mayor and Commission of
the Village of Biscayne Park



February 4th, 2014



Project No. 431175-1-52-01

FDOT Project Manager
Jose Barrera, P.E.

HDR Project Manager
Erki Suarez, P.E.

Project Overview

- Repaving Roadway
- Purpose
 - Preserve and extend the service life of the existing pavement
 - General safety improvements
 - ADA compliance
- Project Limits
 - from NE 110th Terrace to South of NE 123rd Street

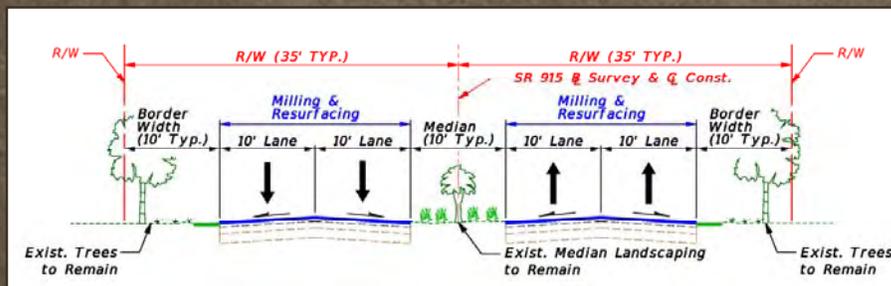
Corridor History

- Previous Projects within the Village Limits:

- 2009
 - Median Landscaping and Irrigation
- 1999-2000
 - Pavement Resurfacing
 - Bridge Widening
 - Upgrade to Bridge Railings at Biscayne Canal C-8



Roadway Typical Section



- NE 114th Street to NE 121st Street
 - Divided Roadway
 - Landscaped Median / Roadside
- Design Speed 35 mph
- Posted Speed 30 mph



Proposed Improvements

- Repave the roadway surface
- Restripe pavement markings
- Replace substandard signs
- Upgrade pedestrian ramps, signals and detectors
- Install shared-lane markings (Sharrows) and signs for bicyclists



Existing Features to Remain

- Driveways
- Bridge Railing
- Street Name Signs
- Street Lighting
- Landscaping
 - Roadside
 - Median





Pedestrian Improvements

- Upgrade all existing pedestrian ramps
- Upgrade existing pedestrian push-button detectors
- Upgrade existing pedestrian signals (to Countdown-type at NE 113th Street
- Restripe crosswalks



Bicyclist Improvements

- Install shared-lane markings along outside lane
- Install signing for bicyclists



Recommended for low speed areas
without bicyclist facilities



Construction Phase

To be constructed in conjunction with project 429344-1-52-01, Repaving along NE 6th Avenue/SR 915 from US 1/Biscayne Boulevard to NE 110th Terrace

Schedule

- Construction to begin in February 2015 and should last about 8 months
- Construction Estimate is approximately \$960,000

Maintenance of Traffic

- Work to be completed in phases to minimize impact to stakeholders
- Driveway access to remain open at all times during construction
- Temporary lane closures will be done during non-rush hours to ensure minimal impact to traffic flow
- Work to be done during daytime to minimize impacts to residents



NE 6th Avenue (State Road 915)

Questions?



Village of Biscayne Park Commission Agenda Report

Village Commission Meeting Date: February 4, 2014

Subject: Approval of Minutes

Prepared By: Maria C. Camara, Village Clerk

Sponsored By: Staff

Background

The Minutes as listed below are being provided for the Commission's review and approval.

Fiscal/Budget Impact

None.

Staff Recommendation

Approval

Attachments

January 7, 2014 Regular Commission Meeting



MINUTES
REGULAR COMMISSION MEETING
Ed Burke Recreation Center - 11400 NE 9th Court
Biscayne Park, FL 33161
Tuesday, January 7, 2014
Presentations at 6:30pm / Meeting at 7:00pm

1 Call to Order

Mayor David Coviello called the meeting to order at 6:30pm.

2 Roll Call

Mayor David Coviello - present
Vice Mayor Barbara Watts - absent
Commissioner Bob Anderson - present
Commissioner Fred Jonas - present
Commissioner Roxanna Ross - present

Present from staff were:

Village Manager Heidi Shafran
Village Clerk Maria C. Camara
Village Attorney Eve Boutsis
Assistant to the Manager/Public Services Director Candido Sosa-Cruz
Finance Director Irwin Williams
Police Captain Larry Churchman
Assistant Public Works Director Cesar Hernandez

3 Pledge of Allegiance

4 Presentations (6:30pm)

4.a Manager Shafran presented a Certificate Appreciation to Neil Kodsi, President of the Miami Shores Rotary Club for their contribution to our annual Winter Fest event.

4.b Captain Churchman recognized residents Jose Andino and Jared Susi for their service and assistant to the Police Department.

One behalf of Crime Watch, Chuck Ross thanked Mr. Andino and Mr. Susi. Spoke about the annual Crime Watch luncheon that took place in December recognizing the achievements of our police officers.

Recess called at 6:48pm

Meeting resumed at 7:00pm

Presentations Continued

4.c Commissioner Ross read the Proclamation for the 4th Annual King Day of Service on Saturday, January 25th. A beautification project will take place for the area along northeast Sixth avenue between 113th and 114th Streets.

4.d Clerk Camara provided a presentation on the design changes to the Village's website, including the ability to view commission meeting videos on line.

5 Additions, Deletions or Withdrawals to the Agenda

Commissioner Jonas requests that on item 12.c, that a second piece of artwork is added to the discussion.

Commissioner Jonas requests that an item is added on the preliminary discussion of the format of minutes. Added as item 12.e under New Business.

Manager Shafran withdraws item 7.f, Resolution 2014-04, and moves it to next month's meeting.

Commissioner Ross requests that an item is added for a brief discussion regarding the Miami Dade County League of Cities Annual Gala event. Added as item 12.f under New Business.

6 Public Comments Related to Agenda Items / Good & Welfare

< None >

7 Consent Agenda

On the consent agenda:

Approval of Minutes

- > November 14, 2013 Special Commission Meeting
- > November 20, 2013 Special Commission Meeting
- > December 10, 2013 Regular Commission Meeting
- > December 10, 2013 Workshop - Orientation/Review Newly Elected Commission

Acceptance of Board Minutes

- > Planning & Zoning Board - November 18, 2013
- > Planning & Zoning Board - December 2, 2013
- > Planning & Zoning Board - December 16, 2013
- > Code Compliance Board - November 12, 2013
- > Code Compliance Board - December 11, 2013
- > Recreation Advisory Board - November 7, 2013
- > Parks & Parkway Advisory Board - October 16, 2013
- > Parks & Parkway Advisory Board - November 20, 2013

Resolution 2014-01

A RESOLUTION OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA, AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE **CONTRACT FOR THE FEDERAL DRUG CONTROL AND SYSTEM IMPROVEMENT PROGRAM GRANT** AVAILABLE THROUGH MIAMI-DADE COUNTY OFFICE OF GRANTS COORDINATION; TO RECEIVE, AND EXPEND \$1,906 IN FEDERAL FUNDS FOR A RECORDS IMPROVEMENT PROJECT; AUTHORIZING THE VILLAGE MANAGER TO DO ALL THINGS NECESSARY TO CARRY OUT THE AIMS OF THIS RESOLUTION; PROVIDING FOR AN EFFECTIVE DATE

Resolution 2014-02

A RESOLUTION OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA, **AUTHORIZING THE MAYOR AND CHIEF OF POLICE TO EXECUTE A MUTUAL AID AGREEMENT BETWEEN CITY OF MIAMI BEACH AND THE VILLAGE OF BISCAYNE PARK** ; PROVIDING FOR AN EFFECTIVE DATE

Resolution 2014-03

A RESOLUTION OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA **APPROVING THE EXPENDITURE OF POLICE FORFEITURE FUNDS OF NOT MORE THAN \$500.00 FOR THE PURCHASE OF NINE (9) PRINTERS** TO BE USED BY THE VILLAGE OF BISCAYNE PARK POLICE DEPARTMENT; PROVIDING FOR AN EFFECTIVE DATE

Resolution 2014-05

A RESOLUTION OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA **AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE INTERLOCAL AGREEMENT BETWEEN THE VILLAGE OF BISCAYNE PARK AND MIAMI-DADE COUNTY CLERK OF COURTS**; PROVIDING FOR AN EFFECTIVE DATE

Resolution 2014-06

A RESOLUTION OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA **APPROVING THE EXPENDITURE OF POLICE FORFEITURE FUNDS OF NOT MORE THAN \$700.00 FOR THE PURCHASE OF A NET GUN** TO BE USED BY THE VILLAGE OF BISCAYNE PARK POLICE DEPARTMENT; PROVIDING FOR AN EFFECTIVE DATE

Resolution 2014-07

A RESOLUTION OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA, **RATIFYING THE APPOINTMENT OF WALTER PETTIS TO THE RECREATION ADVISORY BOARD**; PROVIDING FOR AN EFFECTIVE DATE

Resolution 2014-08

A RESOLUTION OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA, **AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE LEASE AGREEMENT FOR A JOHN DEERE 3032E TRACTOR** FOR THE PUBLIC WORKS DEPARTMENT; PROVIDING FOR AN EFFECTIVE DATE

Commissioner Jonas makes a motion to approve the Consent Agenda and it is seconded by Commissioner Ross.

All in favor: Mayor Coviello, Commissioner Anderson, Commissioner Jonas, and Commissioner Ross.

Opposed: None

Motion carries: 4/0

8 Public Hearing

< None >

9 Ordinances

< None >

10 Resolutions

< None >

11 Old Business

< None >

12 New Business

12.a Discussion: Request for Proposal (RFP) Solid Waste Services for the Village of Biscayne Park.

Manager Shafran provided the background and explained that she had met with the Public Works Staff to inform them of the project. Staff asked questions and the Manager was appreciative of the open communication. A handout was provided to the entire Commission in regards to the Cone of Silence which explains that the Commission and certain Staff cannot speak to potential vendors during the time of the RFP.

Assistant to the Manager Sosa-Cruz provided a recap on the state of the Public Works department which included a recap on the condition of the fleet and staffing which is currently very lean. An ad to fill the position is currently in place, but have had very few responses.

Manager Shafran further explained that the reason for the RFP is to explore the different options available and the cost. Highlights of the RFP: Requests that proposers provide a service plan, quality control plan and customer service plan; requests prior experience and references with similar size municipalities; scope of services includes provide a cost for the same service currently in place, for an automated service, and for the proposer's own service method. The Village can accept one proposal or reject all.

Commissioner Ross: Requests that proposers provide a method that will work in a greener way and lessen the carbon footprint; and to include the quarterly yard trash pick ups that the Village currently provides.

Mayor Coviello: Agrees that this is an excellent idea for fact finding. There is no requirement that we must accept any proposal. Confirms that the cost for the RFP is only the newspaper advertising and staff time to prepare.

Commissioner Jonas: Understands that everyone is looking to save money. But there are many that like the current method. Must balance both.

Commissioner Ross makes a motion to accept staff's recommendation and to include the changes requested. It is seconded by Commissioner Anderson.

All in favor: Mayor Coviello, Commissioner Anderson, Commissioner Jonas, and Commissioner Ross.

Opposed: None

Motion carries: 4/0

12.b Discussion regarding next steps in Annexation process.

Manager Shafran provided the background and states that staff is looking for authorization to task the Village Planners to complete the report on the areas being considered; then that report will be provided to the Commission for approval to submit to the County with a formal application. Also to designate a member of the Commission to represent the Village at County meetings. The area being considered is comprised of light industrial, residential apartment complexes, and commercial properties. The Commission has the option of selecting the entire area, or certain sections for the application.

Commissioner Anderson: Confirms there is no conflict with prior commission direction.

Commissioner Ross: Have already spoken at length of the financial needs of the Village. This is a proposal that has been in the works and part of our city's planning documents for many years. This will allow us to get all the information to make an informed decision.

Mayor Coviello: Confirms with Finance Director Williams that based on the five-year budget projects provided, that by 2017, the Village will have a substantial shortfall in revenues.

Director Williams: Is confident with the projections that were done which took into consideration the increase in health care costs, fuel, and as many other factors and trends as possible.

Mayor Coviello: Confirms with the Village Planners, Alex David, that two reports can be provided, one for the entire area and one for just the light industrial area.

Commissioner Jonas: We are in a certain kind of trouble. Don't know if it makes sense to look at how little we can try to do to fix a big problem.

Commissioner Ross: The light industrial area only has an assessed value of \$9 million, whereas the entire area is \$52 million. If looking to scale down to 20%, it could be a short sighted decision. Need to do a workable plan today for something that we can live with for 5 to 10 years out.

Mayor Coviello: The current light industrial area could be rezoned and the \$9 million could increase substantially.

Commissioner Ross: County has already stated they do not favor the cherry-picking. They encourage cities to annex residential areas as well.

Mr. David: Can provide a report that will provide information on both areas being considered.

Manager Shafran: A meeting is scheduled in the County regarding annexation in late February and it is important to get this item on the February meeting agenda for a decision.

Commissioner Ross makes a motion to grant staff the approval to complete the annexation report and it is seconded by Commissioner Anderson.

All in favor: Mayor Coviello, Commissioner Anderson, Commissioner Jonas, and Commissioner Ross.

Opposed: None

Motion carries: 4/0

Mayor Coviello confirms the report will be provided at the next meeting.

Commissioner Ross states that the Village designee can be selected at next month's meeting.

Commissioner Jonas: Confirms with Mr. David that the entire process could take one year or more, and that it depends on the County Commission.

12.c Discussion on donation of artwork.

Manager Shafran provided the background. Staff will need confirmation that the donor will provide the base for securing the art work; and will seek recommendation from one or more Village Boards to provide a recommended location.

Chuck Ross provided background on the artist and stated that Commissioner Jonas negotiated the deal. The artwork has been purchased and will be on loan to the Village for a period of one year, during which time donations will be collected to cover the cost, and then it will be turned over to the Village. Mr. Ross will look to provide a match for donations.

Commissioner Anderson: Concerned with the artwork being placed at the Recreation Center because of small children.

Mayor Coviello: An excellent addition for public art in the Village. Expressed his gratitude to Commissioner Jonas for his efforts. Feels a loan could be complicated. Prefers to get a donations first, then when they are obtained to get the artwork. Also recommends a Public Art committee for location and acquisition of future pieces.

Commissioner Ross confirms that the artwork would be covered under the umbrella of the Village's property insurance, which Manager Shafran explained that there is a maximum of \$15,000 for each piece, with a total maximum of \$250,000.

Commissioner Ross: The idea of hosting a loaned piece is being done by many cities. A great idea to display and inspire donations.

Manager Shafran will talk to Parks & Parkway Board for a creative, low cost way to protect the artwork with landscaping or low picket fencing.

Commissioner Ross thanks resident Jared Susi for his offer to provide a base.

Susan Weiss: Need to have a public art committee. She herself is an artist and wants to make sure all artists and different types of artwork are considered. This looks like it is turning into a private art collection. Has a problem with the selection process.

Commissioner Ross makes a motion to accept the art piece with the conditions as proposed by staff. It is seconded by Commissioner Anderson.

All in favor: Mayor Coviello, Commissioner Anderson, Commissioner Jonas, and Commissioner Ross.

Opposed: None

Motion carries: 4/0

Commissioner Jonas: The mural at the racquetball court was created by artist Cecilia Lueza, who also does sculptures. Chose a piece from the artist's website and Ms. Lueza provided a discounted cost of \$7,500.

Commissioner Anderson: This is the time to set up a public art committee before going any further.

Manager Shafran: An advisory board can be created through an ordinance, or perhaps a blue ribbon committee through a resolution.

Commissioner Ross: Or it can be created through the Biscayne Park Foundation. We can ask them to set up an advisory committee.

Mayor Coviello: Has an issue with involving the Foundation. There are more urgent projects for their attention. Should go forward with creating a board and amend our code.

There is consensus to give staff direction to come back at the next meeting with a draft ordinance creating a Public Art Advisory Board.

12.d Discussion regarding assigning public art location selection to a Committee.

Manager Shafran requests that direction is provided to either consult with a Board, or for the Commission to give recommendation for a location.

There is consensus directing the Manager to consult with one or more Boards.

12.e Discussion on Minutes.

Commissioner Jonas: We used to have action minutes, then it was changed to expanded minutes in order to be more comprehensive and with idea to increase precision and inclusiveness. The result is that it takes the Clerk more time to complete the minutes, and it did not create more precision. Instead there was less precision and discussion on how to capture quotes.

Commissioner Anderson: Agrees, especially with the addition of the video to our website.

There is consensus that when staff is ready to put video on our website, that a resolution is put forward to go back to action minutes.

12.f Miami Dade County League of Cities Installation Gala

Manager Shafran explained that there is a line item for Commissioner attendance at monthly meetings of the League. Need to also consider attendance at the LEO Gala where one of our police officers was nominated for an award. Will continue to work on seeking available funds for both events.

13 Request for Placement of Items on Next Meeting Agenda

Commissioner Anderson: Discuss creating a nuisance abatement board and to have staff look at what other cities are doing.

Fred Jonas: For the Chief, Recreation Advisory Board, and Parks & Recreation Director to explore issues with basketball court and plans for improvement.

Commissioner Anderson: Discussion to create an art park in the Village.

Mayor Coviello: On board appointments, to change the process so that it is done by a majority vote. Staff to draft an ordinance for this change.

Mayor Coviello: Create a slogan or marketing campaign to build a sense of community and place. Looks to brainstorm ideas.

Mayor Coviello: To have the Village Attorney provide a status on the agreement with North Miami for water utility services.

14 Reports

14.a Village Manager

> Assistant to the Manager Sosa-Cruz provided a recap on the grant currently in progress for improvements to the cabin. Stated that the assessment by the architect firm of R.J Heisenbottle and Associates is key for future grants and funding opportunities.

> Manager Shafran received a request from one of the Village Manager position finalists for reimbursement of travel during the course of interviews. It was communicated to her that the Commission had previously stated that there would be no travel reimbursement, however she asked to have the Commission consider her request.

There was consensus to communicate to the candidate that the Village thanked her for her participation and to re-affirm what had been previously decided.

> Manager Shafran reported that she had been contacted by two lobbyists that were interested in engaging with the Village, one specifically whose specialty involved Stormwater. Reminded the Commission that there is limited funding budgeted and that the amount is not even close to what these lobbyists have proposed, but if the Commission wanted to allocate funds, the opportunity is there. One of the more pressing needs would be for Annexation.

Mayor Coviello: As we go forward, if we find the need, we can contact them at that time.

Commissioner Ross: Important to have a presence if funding becomes available.

> Manager Shafran provided the Commission with monthly financial report which listed the overruns of major line items. For future, this report will be provided prior to the meeting.

> Manager Shafran provided the Commission with a report showing the current Board appointments and their attendance at meetings for the past year. Also provided a draft of a Board Application Form.

There was consensus from the Commission to remove 'date of birth' from the application form.

Manager Shafran thanks the staff for making the changes to the agenda and for getting the agenda out to the Commission earlier than usual.

Mayor Coviello also thanks the Manager and staff for a tremendous, great meeting.

14.b Village Attorney

< None >

14.c Board / Committee Reports

< None >

14.d Commissioner Comments

Commissioner Ross: Reminds everyone about the King Day of Service on January 25th.

15 Public Comment

Chuck Ross: Excellent first meeting. Thanks the Commission for accepting the artwork. Donations are going to the Foundation to be accounted for.

Manager Shafran explains that based on the Village's Gift Policy, donations are to be made out to the Village of Biscayne Park. The Village will serve as the agent on behalf of the donors.

Mr. Ross gives the Manager his highest compliment for the work she has done so far.

16 Announcements

Wednesday, January 8th - Code Review Board at 7:00pm

Thursday, January 9th - Recreation Advisory Board at 7:00pm

Tuesday, January 14th - Code Compliance Board at 7:00pm

Wednesday, January 15th - Code Review Board at 7:00pm

Monday, January 20th - All Village Departments are close in observance of
Martin Luther King Day

Tuesday, January 21st - Planning & Zoning Board at 6:30pm

Saturday, January 25th - MLK Day of Service starting at 10:00am

Monday, January 27th - Ecology Board at 6:30pm

Our next regular Commission meeting is Tuesday, February 4, 2014 at 7:00pm.

The meeting was adjourned at 9:11pm.

Commission approved on _____.

Attest:

David Coviello, Mayor

Maria Camara, Village Clerk



Village of Biscayne Park

Commission Agenda Report

Village Commission Meeting Date: February 4, 2014

Subject: Acceptance of Board Minutes

Prepared By: Maria C. Camara, Village Clerk

Sponsored By: Staff

Background

The Board Minutes as listed below are being provided for the Commission's review and acceptance. If the minutes provided have not yet been approved by the board, they are noted as **DRAFT**.

Staff Recommendation

Acceptance at Consent

Attachments

Planning & Zoning Board - January 6, 2014

Planning & Zoning Board - January 21, 2014 **DRAFT**

Code Compliance Board - January 14, 2014 **DRAFT**

Parks & Parkway Advisory Board - December 18, 2013

Parks & Parkway Adv Board Special Meeting - January 4, 2014 **DRAFT**

Code Review Board - October 16, 2013

Code Review Board - November 20, 2013

Code Review Board - December 4, 2013

Code Review Board - January 8, 2014

Code Review Board - January 15, 2014 **DRAFT**



**PLANNING &
ZONING BOARD**

Gage Hartung
Chairman

Andrew Olis
Vice Chairman

Carl Bickel
Elizabeth Hornbuckle
Doug Tannehill

Alternate
Mario Rumiano

MINUTES
PLANNING & ZONING BOARD MEETING
Ed Burke Recreation Center
11400 NE 9th Court – Biscayne Park, FL
Monday- January 6th, 2014

1. **CALL TO ORDER:** Meeting was called to order at 6:30 p.m.
2. **ROLL CALL:** Peter Hartung-Chair-present
Andrew Olis- Vice-Chair-present
Elizabeth Hornbuckle- Board Member- present
Doug Tannehill- Board Member- present
Carl Bickel-Board Member- present
Mario Rumiano-Alternate Board Member- present
Also in attendance, Jeanie Bridges, Building Clerk
3. **APPROVAL OF PAINT PERMITS:**
 - A. Pettis- 885 NE 113th Street-Motion by D. Tannehill seconded by A.Olis approved 5-0
4. **BUILDING PERMITS:**
 - A. Marta-11830 NE 6th Ave- 6 ft. Wood Fence-Permit denied due to location- Motion to deny by A. Olis seconded by D. Tannehill denied 5-0
 - B. Stebenne- 11605 Griffing Blvd-Flat Roof- Motion by E. Hornbuckle seconded by A. Olis approved 5-0
 - C. Dow-655 NE 116th Street- Wood Pergola-permit tabled for further information regarding placement and size.
 - D. Quintane- 11525 Griffing Blvd- pool and paver deck- Motion to approve by D. Tannehill seconded by E. Hornbuckle approved 5-0
 - E. Rumiano-560 NE 118th Street- Driveway and Metals Gates-Motion to approve by A. Olis seconded by D. Tannehill approved 5-0
 - F. Machado-615 NE 115th St-after the fact permit for a pre-existing wood deck- Motion by D. Tannehill seconded by C. Bickel approved 5-0
 - G. Cherki-741 NE 115th Street- Tile and Flat roof- Motion by A. Olis seconded by E. Hornbuckle approved 5-0
 - H. Herrera-1100 NE 121st- Shed and slab- Motion by D. Tannehill seconded by A. Olis approved 5-0
 - I. Casio-(walk-in)-10905 NE 8th Ct- stamped concrete driveway- Motion by D. Tannehill seconded by C. Bickel approved 5-0
 - J. Bergeron- (walk-in)- 625 NE 114th Street- windows- permit tabled for location clarification



5. Old Business:

- A. Amsler-860 NE 109th St- 2 impact windows-contractor was present for location clarification- permit was then tabled due to the fact that all the windows in front will not match- contractor will discuss options with the resident
- B. Mills-1008 NE 117th St-revision to fence permit-revision approved

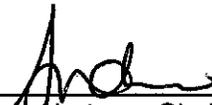
6. New Business:

- A. Cohen-11738 NE 7th Ave-Discussion regarding driveway and moving front door-discussion tabled until survey is located.
 - B. Holland- 844 NE 119th St-discussion regarding shed location code /type- board advised resident of shed code.
 - C. Brewster-11041 NE 10th Ave-discussion regarding turning a duplex into a single family home-board advised the resident of the procedures going forward.
7. Minutes approved from the December 16th , 2013 meeting motion to approve by D. Tannehill seconded by C. Bickel approved 5-0

8. Adjournment

The meeting was adjourned at 7:33 pm

Minutes approved on 1/22/14

By: 
Gage Hartung, Chair



PLANNING &
ZONING BOARD

Gage Hartung
Chairman

Andrew Olis
Vice Chairman

Carl Bickel
Elizabeth Hornbuckle
Doug Tannehill

Alternate
Mario Rumiano

MINUTES

PLANNING & ZONING BOARD MEETING
Ed Burke Recreation Center
11400 NE 9th Court – Biscayne Park, FL
Tuesday-January 21st, 2014

1. **CALL TO ORDER:** Meeting was called to order at 6:30 p.m.
2. **ROLL CALL:** Peter Hartung-Chair-absent
Andrew Olis- Vice-Chair-present
Elizabeth Hornbuckle- Board Member- absent
Doug Tannehill- Board Member- present
Carl Bickel-Board Member- present
Mario Rumiano-Alternate Board Member- present
Also in attendance, Jeanie Bridges, Building Clerk,
Village Manager Heidi Shafran and Assistant to the Manager/Public
Services Director Candido Sosa- Cruz
3. **APPROVAL OF PAINT PERMITS:**
 - A. Jones-11020 NE 9th Ct-Motion by C. Bickel seconded by D. Tannehill app-4-0
 - B. Figeroa-750 NE 114th St-Motion by D. Tannehill seconded by C. Bickel app-4-0
 - C. Cohen-11638 NE 7th Ave-Motion by C. Bickel seconded by M. Rumiano app-4-0
4. **BUILDING PERMITS:**
 - A. Lerman-11007 Griffing Blvd.-install Astro Guard Fabric for the front door-Motion by M. Rumiano seconded by C. Bickel approved 3-0
 - B. Castillo- 11389 NE 8th Ave- Flat Roof- Motion by M. Rumiano seconded by D. Tannehill approved 4-0
 - C. Hezemans- 1009 NE 116th St-Impact Windows-Motion by D. Tannehill seconded by M. Rumiano- approved 4-0
 - D. Cohen-11638 NE 7th Ave- Gravel Driveway-Motion by C Bickel seconded by M. Rumiano approved 3-0
 - E. Cohen- 11638 NE 7th Ave-6 ft wood fence- tabled for location clarification
 - F. Cohen- 11638 NE 7th Ave-Front Door-Motion by C. Bickel seconded by M. Rumiano approved 3-0
 - G. Bergeron- 625 NE 114TH St- Tile and Flat roof- Motion by C. Bickel seconded by M. Rumiano approved 3-0
 - H. Fountain-11000 NE 9TH Ct- Tile and Flat Roof- Motion by C .Bickel seconded by D. Tannehill approved 4-0
 - I. Holland- 844 NE 119th St- 8x12 Shed- Motion by D. Tannehill seconded by C. Bickel approved 4-0



5. Old Business:

- A. Bergeron- 625 NE 114th St- windows and doors- resident was present – Motion to approve by C. Bickel seconded by M. Rumiano approved 3-0
- B. Dow-655 NE 116th St-Wood Pergola-resident present with current survey- Motion by M. Rumiano seconded by C. Bickel approved 3-0
- C. Amsler- 860 NE 109th St-impact windows-resident present- Motion to approve by C. Bickel seconded by D. Tannehill – approved 4-0
- D. McCormick- 886 NE 117th St- Resident was given the Variance Application for a Metal Roof on a rear addition.
- E. Marin-11830 NE 119th St- 8x12 Shed- Motion by D. Tannehill seconded by C. Bickel approved as amended on the survey. Approved 4-0

6. New Business:

- A. Bragalla-11001 NE 9th Ct- design discussion for New Home- Architect and Board discussed layout and design plan
- B. Cannon-11502 NE 7th Ave-(walk-in) - resident discussed bringing his cottage into compliance- The board advised the resident that he could not have two kitchens. The resident will get a plumbing permit to cap off the gas and remove the stove.

- 7. Minutes approved from the January 6th , 2014 meeting motion to approve by C. Bickel seconded by D. Tannehill approved 4-0

8. Adjournment

The meeting was adjourned at 7:45 pm

Minutes approved on _____

By: _____
Gage Hartung, Chair



CODE
COMPLIANCE
BOARD

Gary Kuhl
Chairman

Harvey Bilt
Dale Blanton
Carmen DeBernardi
Linda Dillon

MINUTES
CODE COMPLIANCE BOARD
Ed Burke Recreation Center 11400 NE 9th Court
Tuesday- January 14, 2014 at 7:00PM

1. CALL TO ORDER

Meeting was called to order at 7:00 pm by Gary Kuhl.

2. ROLL CALL

Present from the board were: Gary Kuhl, Linda Dillon, Dale Blanton, Harvey Bilt and Carmen DeBernardi. Also present were Code Officer Reginald White, Village Manager Heidi Shafran and Jeanie Bridges from the Building Department.

3. ADDITIONS, DELETIONS OR WITHDRAWALS TO ORDER OF BUSINESS

4. APPROVAL OF MINUTES

Minutes approved from the December 11th, 2013 meeting. Motion to approve by Linda Dillon seconded by Dale Blanton. All in favor: Gary Kuhl, Linda Dillon, Harvey Bilt, Dale Blanton and Carmen DeBernardi. Motion approved 5-0

5. NEW BUSINESS

- A. New Capital Real Est. Holdings-1010 NE 120th St- High Grass/Weeds/Shrubberies: Overgrown grass /weeds and shrubberies on the property. Case #12-13-2108. Motion by Dale Blanton to find the property in non-compliance and to charge the citation fee of \$25 and the administrative fee of \$35. A daily fine of \$5 per day will commence on January 15th until compliance is met. Motion is seconded by Harvey Bilt. All in favor: Gary Kuhl, Linda Dillon, Dale Blanton, Harvey Bilt and Carmen DeBernardi. Motion approved 5-0
- B. Vinograd--11619 NE 6th Ave-Street Standard-Clear Visibility Triangle: Hedges are blocking visibility. Case # 12-13-2110. Resident submitted a letter requesting the board to postpone the hearing of this agenda item until the next meeting. The resident stated that he would not be in town due to a personal matter. Motion by Carmen DeBernardi to postpone the item until the next meeting and have the Code Officer call the resident or send a letter instructing him to come into compliance within 10 days. The citation fee of \$25 and the administrative fee of \$35 must be paid as well. Motion is seconded by Linda Dillon. All in Favor: Gary Kuhl, Harvey Bilt, Dale Blanton Linda Dillon and Carmen DeBernardi. Motion approved 5-0.



The Village of Biscayne Park

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

Telephone: 305-899-8000 Facsimile: 305 891 7241

- C. Prather/Berkland-1055 NE 120th Street-unused /unsightly objects: Minimum Housing Standards: tire, bags of mulch and garbage container in front of property. Green overhang on the front porch needs cleaning. Case # 12-13-2149. Motion by Harvey Bilt to charge the citation fee of \$25 and the administrative fee of \$35. A daily fine of \$10 per day will commence on January 15th until property comes into compliance. Motion is seconded by Dale Blanton. All in Favor: Gary Kuhl, Harvey Bilt, Dale Blanton, Linda Dillon and Carmen DeBernardi. Motion approved 5-0.
- D. Rasch- 901 NE 120th Street-Street Standard- Clear Visibility Triangle: hedges are blocking clear visibility at the intersection. Case # 12-13-2081. Resident was present and presented the board with pictures showing numerous areas with the same visibility issue she was being cited for. The resident discussed at length with the board her aversion to cutting the hedges any lower due to privacy issues. The board explained to the resident that this was safety issue first and foremost and the hedges must be brought into compliance. The resident inquired as to why no one else was being cited and the board assured her that all visibility violations will be cited. Motion by Dale Blanton to charge the citation fine of \$25 and the administrative fee of \$35 and allow 14 days to come into compliance. A daily fine of \$10 per day will commence after that. Motion is seconded by Harvey Bilt. All in favor: Dale Blanton, Gary Kuhl, Harvey Bilt, Linda Dillon and Carmen Debernardi. Motion approved 5-0.
- E. Idrees-610 NE 121st Street- Street Standard-Clear Visibility Triangle: Hedges/bushes blocking visibility at this intersection. Case #12-13-2081. Resident was present and discussed the need for privacy as she is near a bus stop .The Board advised the resident of the safety issue and that the hedges must be brought into compliance. Motion by Dale Blanton to charge the citation fee of \$25 and the administrative fee of \$35 and allow 15 days to come into compliance after which a daily fine of \$10 per day will commence. Motion is seconded by Harvey Bilt. All in Favor: Dale Blanton, Gary Kuhl, Harvey Bilt, Linda Dillon and Carmen DeBernardi . Motion approved 5-0.
- F. Lingertat/Pacherres- 11600 NE 10th Ave- permit work/construction: wire fence constructed without a permit. Case # 5-13-1935. Resident was present and explained to the board that the fence was there when she bought the house. She bought the house with the fence because of her dogs. She notified the board that she is moving at the end of March and that the fence will be removed before then. Motion by Dale Blanton to be found in non-compliance and charge the administrative fee of \$35. The citation has been paid. Current owner to take fence down by March 15th after March 15th if not in compliance a daily fine of \$20 per day will commence. Motion is seconded by Carmen DeBernardi. Motion approved 5-0.
- G. Chambers- 11331 NE 11th place-unused and unsightly objects-property maintenance- wooden fence is falling apart. Case # 10-13-2073. Motion by Harvey Bilt to be found not guilty. The citation has been paid and the administrative fee has been waived. Property in compliance. Motion is seconded by Carmen DeBernardi. All in Favor: Gary Kuhl, Linda Dillon, Harvey Bilt, Dale Blanton and Carmen DeBernardi. Motion approved 5-0.



The Village of Biscayne Park

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- H. Monereau-1019 NE 115th St.-Minimum Housing Standards: roof in the front needs repair. Case # 8-13-2028. Resident was present and notified the board that she was in the process of getting an eviction notice served on the current occupant. The citation has been paid and the resident requested that the item be postponed until the next meeting so that the eviction notice can be served on the occupant. Motion by Dale Blanton to postpone the item until the next meeting at which time the resident must show proof of the eviction notice. Motion is seconded by Carmen DeBernardi. All in Favor: Gary Kuhl, Harvey Bilt, Dale Blanton, Linda Dillon and Carmen DeBernardi. Motion approved 5-0.
- I. Inzillo -1015 NE 119th Street-Minimum Housing Standards: Tarp covering roof/roof and awnings are dirty Case #1-14-2156. Resident was present and notified the board that due to a financial hardship he was not able to replace the roof at this time. Motion by Dale Blanton to postpone roof item 90 days and charge the citation fee of \$25 and the administrative fee of \$35. Awnings must be cleaned within 2 weeks or a daily fine of \$5 per day will commence. Motion seconded by Carmen DeBernardi. All in Favor : Gary Kuhl, Harvey Bilt, Linda Dillon, Dale Blanton and Carmen DeBernardi. Motion approved 5-0.
- J. Properties in violation of the Landlord Permit Ordinance for 2013 are as follows:
1. Jacques-11905-07 NE 12th Court- Case # 12-13-2126
 2. Carvel-1015 NE 112TH Street- Case #12-13-2132
 3. SFR 1 Florida LLC—12010 NE 12th Court- Case #- 12-13-2127
 4. Sessa- 1022 NE 113th Street-Case 3- 12-13-2121
 5. Cajas- 11021 NE 9th Court- Case # 12-13-2113
 6. Palichat- 12025 NE 8th Avenue-Case #-12-13-2133
 7. Prizement-971 NE 119th Street- Case # 12-13-2118
 8. Ighordo- 745 NE 117th Street- Case # 12-13-2137
 9. Del Valle- 12001 NE 6th Avenue – Case 3 12-13-2134
 10. Simmons- 10733 NE 9th Avenue-Case 3 12-13-2144
 11. Martin-1016 NE 113TH street- Case 3 12-13-2122

Item #- 4- Sessa- in compliance-. Motion to dismiss by Dale Blanton. Motion is seconded by Linda Dillon. All in Favor: Gary Kuhl, Harvey Bilt, Dale Blanton, Linda Dillon and Carmen DeBernardi. Motion approved 5-0.

Item #5- Cajas- in compliance. Motion to dismiss by Linda Dillon .Motion is seconded by Carmen DeBernardi. All in Favor: Gary Kuhl, Harvey Bilt, Dale Blanton, Linda Dillon and Carmen DeBernardi. Motion approved 5-0.

Item # 9- DelValle- in compliance. Motion to dismiss by Dale Blanton . Motion is seconded by Linda Dillon. All in Favor: Dale Blanton, Harvey Bilt, Gary Kuhl , Linda Dillon and Carmen DeBernardi. Motion approved 5-0.

Item #'s- 1, 2 , 3 ,6,7,8,10,11- Motion by Linda Dillon to be found not in compliance and to charge the citation fee of \$25 and the administrative fee of \$35. A fine of \$10 per day will commence on 1/15/2014. Motion is seconded by Dale Blanton. All in Favor: Dale Blanton, Harvey Bilt, Linda Dillon, Gary Kuhl and Carmen DeBernardi. Motion approved 5-0.



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6. OLD BUSINESS

- A. Discussion for proposed Fine and Fee Schedule for Code Violations. Chairman Kuhl gave the Board the directive to read over the packet that was supplied by the Village Clerk's Office and the handout he supplied. The Board will bring back ideas and concerns at the next Code Board Meeting.

7. FINE REDUCTION

- A. Sanchez-11101 NE 11th Place-Permit work/Construction: no permit for construction done on the side room. Case # 01-0167. Resident was present and advised the board that due to personal reasons she was not aware of this violation. Motion by Harvey Bilt to reduce the fine to \$300 and must be paid within 30 days. Motion is seconded by Linda Dillon. All in Favor: Gary Kuhl, Harvey Bilt, Linda Dillon, Dale Blanton and Carmen DeBernardi. Motion approved 5-0.

8. DISCUSSIONS

- A. Special Trash pickup procedures- should it stay with the Public Works Department, or would the Code Compliance Department be a better choice.
- B. Code Citation Contents- issuing separate Code Citations for each item listed such as having roof cleaning separate from yard trash etc.
- C. Fence Permits- making sure that the fence permits for corner lots have the landscaping completed before the final is signed off on.

9. ADJOURNMENT

- A. The meeting was adjourned at 8:48 pm. Motion by Dale Blanton seconded by Carmen DeBernardi motion approved 5-0.

Minutes approved on _____

By: _____
Gary Kuhl, Chair



PARKS &
PARKWAY
ADVISORY BOARD

Dan Keys
Chairman

Steve Bernard
Robert Silverman
Randy Wagoner

Alternate
Barbara Kuhl

MINUTES
PARKS & PARKWAY ADVISORY BOARD
Ed Burke Recreation Center 11400 NE 9th Court
Wednesday December 18, 2013 at 6:00PM

1. CALL TO ORDER AND ROLL CALL

Present - Dan Keys, Barbara Kuhl, Robert Silverman, Absent - Steve Bernard

2. AGENDA ADDITIONS AND DELETIONS

None

3. PUBLIC COMMENT (PERMITTED FOR EACH AGENDA ITEM)

None

4. APPROVAL OF MINUTES –

May 16, 2012 - not available

July 18, 2012 - not available

August 29, 2012 - not available

September 19, 2012 - not available

November 20, 2013 - Passed unanimously

5. OLD BUSINESS

A. Village staff status report

1. General median maintenance – No new information

2. Tree removal and tree trimming issues – Candido Sousa reported that a new round of tree trimming had commenced.

3. Athletic field irrigation system maintenance – Candido advised the Board in response to a question by Mr. Keys, that he would clarify what had been done to restore the irrigation system on the athletic field.

4. Preventing cars from crossing medians - not discussed

5. Highway Beautification Grant Proposal made by Village – The new grant for the 6th Avenue Medina had been completed and submitted. Mr. Keys asked if the irrigation supply apparatus for this median would be repaired and Mr. Sousa advised that funding was not available for this at this time.

B. Entrance projects

1. 6th Ave. Bridge Grant - Discussion of planned January 4th, 2014, 6th Avenue bridge landscaping design session. General discussion took place with regard to how to proceed and what plant materials would be used. The need for irrigation was going to be a factor in the decisions to be made.

2. Northern border - NE 10 Ave, NE 8th Ave. etc. - Discussion of planned January 4th, 2014, landscaping design session as related to the 121 Street and 107 Street entrances. General discussion took place with regard to how to proceed and what plant materials would be used. The need for irrigation was going to be a factor in the decisions to be made.



6. NEW BUSINESS

A. Staff request for recommendation presented by Mr Sousa

1. Reference the Australian Pine in the 700 block of NE 120 street, the Board was asked if they would advise that the pieces be left in place as play pieces for children in the neighborhood – there was unanimous agreement that they should not as they were not attractive, were not proper and safe play equipment. A motion was made by Randy Wagoner and seconded by Robert Silverman, to remove the pieces as soon as possible – motion passed unanimously.

2. The Board was asked if the Surinam Cherry hedges at the ends of several medians on NE 8th Avenue should be removed in the interest of aesthetics and ease of maintenance. The Board discussed and decided to review the plantings and be able to discuss again for consideration of removal of all, some or none of the plantings.

3. The Board was asked for its recommendation regarding the advisability of trimming the Fire Bush hedge in the 6th Avenue planting between 113 Street and 114 Street - after discussing the fact that the hedge was intended to screen the parking lot behind it and that it had nearly reached its maximum height, a motion was made to leave it alone. Motion passed unanimously. After further discussing the planting in general, a motion was made to ask the Village to budget for a second layer of plants on the 6th Avenue side of the planting in order to fill the hole left by shading out of the lower portion of the Fire Bush hedge. Motion passed unanimously. A third motion to replace the three Jatropha plants in this planting with Acalypha Louisiana, was made, seconded and passed unanimously. It was hoped that possibly these needed changes could be funded by and incorporated into some already planned community planting day.

4. The Board was asked for recommendations for small trees to be planted in areas beneath power lines that cross medians. Larger trees are not being planted in these locations and large spaces in the tree-scape are resulting. The Board discussed and advised that they would need to look at the locations and come back with recommendations. North East 119 Street between 7th and 9th Avenue was an example of this situation.

7. NEXT MEETING DATE –

11/20/13

8. ADJOURNMENT

The meeting was adjourned at 8:10 pm

Minutes approved on _____

By: _____
Dan Keys, Chair



PARKS &
PARKWAY
ADVISORY BOARD

Dan Keys
Chairman

Robert Silverman
Randy Wagoner

Alternate
Barbara Kuhl

MINUTES
PARKS & PARKWAY ADVISORY BOARD
Ed Burke Recreation Center 11400 NE 9th Court
Saturday, January 4, 2014 at 10:00AM

1. CALL TO ORDER AND ROLL CALL

Present - Dan Keys, Barbara Kuhl, Robert Silverman, Randy Wagoner
Guests- David Coviello, Fred Jonas, Roxy Ross, Chuck Ross

2. AGENDA ADDITIONS AND DELETIONS

None

3. PUBLIC COMMENT – See below

4. APPROVAL OF MINUTES –

May 16, 2012 - not available
July 18, 2012 - not available
August 29, 2012 - not available
September 19, 2012 - not available
December 18, 2013 - Passed unanimously

5. OLD BUSINESS

A. None

6. NEW BUSINESS

A. Planning and Design session for NE 6th Avenue at 113 street landscaping related to FDOT grant project and secondary entrance areas.

The Board discussed a request from the Administration for advice regarding the type of trees to be planted on the East and West sides of the NE 6th Avenue, bridge, at 113th street. This planting is related to an FDOT grant project. In addition to the Board members, numerous members of the audience participated in the discussion.

Members commented that a planting at least complementary to the existing landscaping along N.E. 6th Avenue should be considered, as the community has positively received the aesthetics of it and because maintenance of this type of planting is less costly. After discussing the merits of both palms and shade trees, there was a consensus that palms should be used. Various palms were discussed and due to the raised and therefore drier conditions present on the bank of the bridge, it was decided that Sabal palmetto palms should be used.



The Village of Biscayne Park

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

Furthermore, once again in response the site conditions, it was decided that a single row of palms rather than groupings should be used.

Discussion was held on possible future under plantings scenarios and it was clear that there would be ample options that would work harmoniously with the choice of Sabal palms as the tree planting.

The need for planning and budgeting for an irrigation system was discussed. Mr. Sosa-Cruz advised that the palms would be watered with the portable water tank in the mean time.

The Board and guests viewed the Sabal palm plantings at the Recreation Center and discussed the recommended spacing. It was decided that the final spacing should provide for a slight separation between the frond canopies. Dan Keys advised that he would work with Mr. Sosa-Cruz to space out and flag the locations for the palms at the site and assist with producing a drawing to be used as a submission to the Florida Department of Transportation.

7. NEXT MEETING DATE –

February 19, 2014

8. ADJOURNMENT

The meeting was adjourned at approximately 11 am.

Minutes approved on _____

By: _____
Dan Keys, Chair



Village of Biscayne Park

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

Code Review Board
MEMBERS

Gage Hartung
Chairman

David Coviello
Vice Chairman

Judi Hamelberg
Gary Kuhl

Dale Blanton

MINUTES

CODE REVIEW BOARD MEETING Ed Burke Recreation Center 11400 NE 9th Court Wednesday, October 16, 2013- 7:00 pm

Call to Order 7:00 pm

Present: Gary Kuhl, Gage Hartung, David Coviello,
Dale Blanton

Residents in attendance: None

Approved minutes from CRB meeting October 2, 2013

Old Business:

Continue research / discussion on commission requested to have the Code Review Board solicit community and expert input concerning and roofing materials, to analyze options and present recommendations within 90 days (by December 1, 2013).

Discussion on Neighboring cities roof codes:

Coral Gables code states:

Metal may be used as roofing material for residences subject to review and approval of the Board of Architects, in accordance with the following:

1. The subject residence is constructed in the High Modern, Post-War Modern, Ranch or Key West architectural style, or a variation thereof.
2. The type of roof shall be limited to copper, standing seam metal, corrugated metal, or dimensional metal tiles, and shall specifically exclude metal roofing intended to replicate barrel tile or Spanish-S tile.
3. The color of the roof shall be limited to natural aluminum, white or copper.
4. The details, color, and manner of installation shall be consistent with the architectural design, style, and composition of the residential structure.
5. The use of a metal roof is architecturally compatible with the established scale, context, and character of the surrounding area.

Miami Beach code states:

Sec. 142-875. Roof replacements and new roofs.

(a) In all districts, except locally designated historic districts, sites or structures, the new construction, repair or replacement of any pitched roof shall consist of flat or barrel tile, which shall be composed of concrete, clay or ceramic material. Metal or glass roofing systems may be proposed for new construction, existing multifamily and townhome structures, existing commercial buildings, single-family homes constructed after 1942, and nonarchitecturally significant single-family homes constructed prior to 1942, and shall be subject to the review and approval of the planning department, in accordance with the following criteria:

(1) In single-family residential districts, the style, design and material used for the main structure and all accessory structures shall be compatible when located on the same property.

(2) The color of the roof shall be neutral and shall not overwhelm or cause the roof to stand out in a significant manner.

(3) The design, details, dimensions, surface texture and color shall be consistent with the architectural design, style and composition of the structure.

(4) The design, details, dimensions, surface texture and color shall be consistent with the established scale, context and character of the surrounding area.

(b) For architecturally significant single-family homes constructed prior to 1942, the planning director, or designee, may approve a metal or glass roofing system if it is determined that the scale, massing and design of the subject home can accommodate a metal or glass roofing system, and that the metal or glass roofing system will not negatively impact the established architectural context of the immediate area. Such review by the planning director, or designee, shall be subject to the criteria in subsections (a)(1)—(4) above.

The appeal of any decision of the planning department under subsections (a) and (b) above, shall be to the design review board, in accordance with [chapter 118](#), article VI of these land development regulations. The review by the design review board, either by appeal or if the metal or glass roofing system does not qualify for planning director approval as provided above, shall also be pursuant to the criteria in subsections (a)(1)—(4) above.

(c) Within any locally designated historic district, site or structure, the new construction, repair or replacement of any pitched roof shall consist of flat or barrel tile, which shall be composed of concrete, clay or ceramic material. The use of metal or glass roofing systems on new construction shall require the review and approval of the historic preservation board, in accordance with the criteria in subsections (a)(1)—(4) above, and [chapter 118](#), article X of these land development regulations. Metal or glass roofing systems shall not be permitted on contributing buildings, except as hereinafter provided. Within all zoning districts, except single-family districts, and subject to the approval of the historic preservation board, metal or glass roofing systems may be permitted on roof-top additions to contributing buildings, subject to the criteria in subsections (a)(1)—(4) above, and [chapter 118](#), article X of these land development regulations, provided the metal or glass roofing system is not visible when viewed at eye level (five feet, six inches from grade) from the opposite side of the adjacent right-of-way; for corner properties, the metal or glass roofing system shall also not be visible when viewed at eye level from the diagonal corner at the opposite side of the right-of-way and from the opposite side of the side street right-of-way. The use of metal or glass roofing systems on existing noncontributing structures may be reviewed and approved by the planning director, or designee, in accordance with the criteria in subsections (a)(1)—(4) above, and [chapter 118](#), article X of these land development regulations, if it is determined that the scale, massing and design of an existing noncontributing structure can accommodate a metal or glass roofing system.

and that such metal or glass roofing system will not negatively impact the established historic and architectural context of the immediate area. The appeal of any decision of the planning department under this subsection shall be to the historic preservation board. The review by the historic preservation board, either by appeal or if the metal or glass roofing system does not qualify for planning director approval as provided above, shall also be pursuant to the criteria in subsections (a)(1)—(4) above and [section 118-564](#)

- (d) Notwithstanding the above, for those structures constructed and substantially maintained in the Mediterranean revival or mission style of architecture, only concrete, clay or ceramic tile may be utilized. For purposes of this subsection, Mediterranean revival or mission architecture shall be defined as those structures built between 1915 through 1942 and characterized by, but not limited to, stucco walls, low pitch terra cotta or historic Cuban tile roofs, arches, scrolled or tile capped parapet walls and articulated door surrounds, or Spanish baroque decorative motifs and classical elements.
- (e) Notwithstanding the above, in the event a material other than flat or barrel tile was permitted for a pitched roof in any district, such roof may be replaced with the same material, subject to the criteria in subsection (a) above.
- (f) For those structures which contain historic Cuban barrel tiles, such tiles shall be retained and preserved, subject to the provisions of the applicable building codes.
- (g) No variances from any of these provisions shall be granted. However, in the event that the building official determines that limitations exist regarding the load capacity of an existing roof, a roofing material other than concrete, clay or ceramic tile may be approved by the planning department for any type of structure, in accordance with the criteria specified in subsections [142-875\(a\)\(1\)—\(4\)](#) above.

Miami Shores code states:

- (6) Roofing materials. All roofs with inclines of not less than two and one-half inches per foot and all mansard fascia's shall be limited to the following materials:

 - a. Clay tile the color of which is impregnated with the same color intensity throughout;
 - b. White concrete tile;
 - c. Solid colored cement tile impregnated with the same color intensity throughout;
 - d. Thick butt variegated slate;
 - e. Metal with a factory finish and that has received a "notice of acceptance" from Miami Dade County and that is labeled "Miami-Dade County Product Control Approved" may be used as roofing material for residences and commercial buildings subject to review and approval of the planning board, in accordance with the following:

 - 1. The subject residence is constructed in the high modern, post-war modern, ranch or Key West architectural style, or a variation thereof.
 - 2. The type of roof shall be limited to standing seam metal and shall specifically exclude metal roofing intended to replicate barrel tile or Spanish-S tile.
 - 3. The color of the roof shall be subject to approval by the planning board and shall be limited to colors that are not bright or highly reflective and

that are harmonious with the exterior color of existing buildings on the plot and the neighborhood in general.

4. The details, color, and manner of installation shall be consistent with the architectural design, style, and composition of the residential or commercial structure.

5. The use of a metal roof is architecturally compatible with the established scale, context, and character of the surrounding area.

f. Glazed tiles.

g. Slurry coats for concrete tiles are not permitted.

h. Asphalt shingles may be used to replace an existing asphalt shingle roof if an engineer's evaluation is provided to the village certifying that the roof is not structurally adequate to utilize any of the approved roofing materials.

i. Metal shingles may be used in commercial zones only.

j. Notwithstanding the above, multicolored roofs and nonstandard colors may only be used upon advance approval by the planning board.

k. Any substantial change from existing materials in place, shall require the approval of village staff for aesthetics and harmony with other buildings in the proximity thereof.

Code Board discussion about the above codes:

Coral Gables

- Allows metal roofs
- Architectural review required
- Limits as to type of structure
- No metal barrel types

Miami Beach

- Almost identical to Coral Gables
- Planning staff to decide
- Type of pitch is called out

Miami Shores

- Allowed – code tends to be more liberal than CG and MB

For next CRB meeting:

Discussion with Architects on metal roofs. Board members to invite local architects to give input.

No motions made / No votes taken

Adjourned 7:50

Minutes Approved 01/15/2014 – 4-0 vote

Motion: Dale / Second: Judy

Present: Gage Hartung, Dale Blanton, Judi
Hamelburg, Andrew Olis



Village of Biscayne Park

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

Code Review Board
MEMBERS

Gage Hartung
Chairman

David Coviello
Vice Chairman

Judi Hamelberg
Gary Kuhl

Dale Blanton

MINUTES

CODE REVIEW BOARD MEETING Ed Burke Recreation Center 11400 NE 9th Court Wednesday, November 20, 2013- 7:00 pm

Call to Order 7:00 pm

Present: Gary Kuhl, Gage Hartung, Judi Hamelberg, David Coviello,
Dale Blanton

Residents in attendance: Art Pile

Old Business:

Continue research / discussion on commission requested to have the Code Review Board solicit community and expert input concerning and roofing materials, to analyze options and present recommendations within 90 days (by December 1, 2013).

Professional testimony from architects regarding metal roofs:

Art Pile:

- Better maintenance
- Looks good on roofs with many points and angles. Does not look good on roofs with long flat runs (areas)
- Depends on pitch of roofs and overhangs. Ranch style homes typically have larger overhangs
- Positive, don't need to be cleaned. Rinse off twice a year to remove the salts.

Gary Kuhl:

- Found normally on more steep pitched roofs 5/12
- Overhangs needed – appropriate overhang min 18” to 24” – adds aesthetics

Todd Tragash: (testimony given to board member David Coviello)

- Architecture in Biscayne Park in general not consistent for metal roofs

Board discussion:

- Pitch and overhang seem important
- Can be written into code so no variances are allowed

For next CRB meeting:

Discussion with Realtors on metal roofs. Board members to invite local realtors to give input.

No motions made / No votes taken

Adjourned 7:40

Minutes Approved 01/15/2014 – 4-0 vote

Motion: Dale / Second: Judy

Present: Gage Hartung, Dale Blanton, Judi Hamelburg, Andrew Olis



Village of Biscayne Park

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

Code Review Board
MEMBERS

Gage Hartung
Chairman

David Coviello
Vice Chairman

Judi Hamelberg
Gary Kuhl

Dale Blanton

MINUTES

CODE REVIEW BOARD MEETING Ed Burke Recreation Center 11400 NE 9th Court Wednesday, December 4, 2013- 7:00 pm

Call to Order 7:00 pm

Present: Gary Kuhl, Gage Hartung, Judi Hamelberg, David Coviello,
Dale Blanton

Residents in attendance: None

Old Business:

Continue research / discussion on commission requested to have the Code Review Board solicit community and expert input concerning and roofing materials, to analyze options and present recommendations within 90 days (by December 1, 2013).

General discussion:

- Security bars on windows
- No parking on grass
- Boat ordinance

Village manager Heidi Shafran sat in on the meeting to observe

For next CRB meeting:

Discussion with Realtors on metal roofs. Board members to invite local realtors to give input.

No motions made / No votes taken

Adjourned 8:07

Minutes Approved 01/15/2014 – 4-0 vote

Motion: Dale / Second: Judy

Present: Gage Hartung, Dale Blanton, Judi Hamelburg, Andrew Olis



**CODE REVIEW
BOARD**

Gage Hartung
Chairman

Dale Blanton
Judi Hamelburg
Gary Kuhl

MINUTES

**CODE REVIEW BOARD MEETING
Ed Burke Recreation Center
11400 NE 9th Court – Biscayne Park, FL
Wednesday, January 8, 2014 at 7:00pm**

Call to Order 7:00 pm

Present: Gary Kuhl, Gage Hartung, Judi Hamelberg,
Dale Blanton

Residents in attendance: Andrew Olis, Brad Piper, Mr and Mrs Mike McCormick, Nancy Dawson (non-resident property owner)

Old Business:

Continue research / discussion on commission requested to have the Code Review Board solicit community and expert input concerning and roofing materials, to analyze options and present recommendations within 90 days (by December 1, 2013).

Professional testimony from Realtors regarding metal roofs:

Andrew Olis:

- If they are cheap and look cheap it will lessen neighborhood
- Depends on the style of the house

Brad Piper:

- Addressed on per property basis
- If the product is comparable, sustainable solar panels, water collection
- Look at insurance standards – typically give discounts?
- Quality of material

Nancy Dawson:

- Don't lower your standards, cannot raise your standard.
- Need specific recommendations within the code
- Tangible requirements



The Village of Biscayne Park

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

Telephone: 305-899-8000 Facsimile: 305 891 7241

- Approve a high quality metal roof. Non rusting. No low quality. Thickness of the Material

Resident input:

Mike McCormick says his metal roof was cheaper insurance, lower electrical. More costly than tile roofing.

General Discussion:

Need to set specific parameters. Longevity is great. Replacement of metal roofs. Color requirements. Next meeting will be a workshop on roofing.

For next CRB meeting:

Discuss community input.

No motions made / No votes taken

Adjourned 7:40

Minutes Approved 01/15/2014 – 4-0 vote

Motion: Andrew / Second: Judy
Blanton, Judi
Andrew Olis

Present: Gage Hartung, Dale
Hamelburg,



**CODE REVIEW
BOARD**

Gage Hartung
Chairman

Dale Blanton
Judi Hamelburg
Gary Kuhl
Andrew Olis

MINUTES

**CODE REVIEW BOARD MEETING
Ed Burke Recreation Center
11400 NE 9th Court – Biscayne Park, FL
Wednesday, January 15, 2014 at 7:00pm**

Call to Order 7:00 pm

Present: Gage Hartung, Judi Hamelberg,
Dale Blanton, Andrew Olis

Village Staff: Candido Sosa-Cruz

Residents in attendance: Jared Susi

Minutes:

October 16, 2013 minutes approved unanimously
November 2, 2013 minutes approved unanimously
December 4, 2013 minutes approved unanimously
January 8, 2014 minutes approved unanimously

Old Business:

Continue research / discussion on commission requested to have the Code Review Board solicit community and expert input concerning and roofing materials, to analyze options and present recommendations within 90 days (by December 1, 2013).

General Discussion:

Question to Jared Susi on other types of roofing materials:

- recycled rubber tires inch and a half thick, which is not dade county certified yet.
- TPL Single ply glued ribbed membrane. Looks like standing seam metal.
- PVC roofing
- Photocell solar roofing



- Safety , aesthetics are a concern

Set next regular meeting February 5th 2014 7 pm and and February 22 Saturday 10am. Seeking community input regarding metal roofs

Candido Sosa-Cruz. Will now be attending our meetings, and presenting items from village staff for CRB to look.

New Business:

Presented by Candido Sosa-Cruz:

1. Discussion of code section 7.2.1 (i) :

Watercraft shall be owned by the occupant-owner or occupant-lessee of the property. All watercraft registrations **where required by state statute** shall be kept current and a copy of the registration provided to the village within 30 days of enactment of this Code if currently stored or parked or prior storing a watercraft on an occupant-owner or occupant-lessee's premises.

"where required by state statute" is in conflict with state law

Motion to remove by Dale, Second by Andrew. 4-0 vote

2. Review the modified chapters 8, 5.3.4 and 5.4.1 (a) visibility triangle, to be discussed at the February CRB meetings. Need clarity on wording of visibility triangles. Can add a diagram to clarify?

Adjourned 8:10

Minutes Approved 00/00/2014 – 0-0 vote

Motion: / Second:



Village of Biscayne Park Commission Agenda Report

Village Commission Meeting Date: February 4, 2014

Subject: Authorizing the Village Manager to execute the Development Agreement between Gory Holdings, Inc. (tenant), and The Church of the Resurrection (owner) and the Village of Biscayne Park.

Prepared By: Heidi Shafran, AICP, Village Manager

Sponsored By: Staff

Background

The Village of Biscayne Park previously received an application to develop a portion of the property located at 11173 Griffing Boulevard for the operation of a preschool. The application was considered by the Village Planning Board on October 10, 2013. Upon review of the application, the Village Commission approved the request with conditions on November 6, 2013.

February 4, 2014

Commission Agenda Report

Resolution 2014-04

The Village Manger is seeking authorization to execute the Development Agreement between Gory Holdings, Inc. (Tenant) and the Church of the Resurrection (Owner) and the Village of Biscayne Park.

Fiscal/Budget Impact

N/A

Staff Recommendation

Authorize the Village Manager to execute the Development Agreement.

Attachments

- Resolution Authorizing the Village Manager to execute the Development Agreement between Gory Holdings, Inc. (tenant), and The Church of the Resurrection (owner) and the Village of Biscayne Park.
- Development Agreement

1
2
3 **RESOLUTION NO. 2014-04**
4

5 **A RESOLUTION OF THE VILLAGE**
6 **COMMISSION OF THE VILLAGE OF BISCAIYNE**
7 **PARK, FLORIDA, AUTHORIZING THE VILLAGE**
8 **MANAGER TO EXECUTE THE DEVELOPMENT**
9 **AGREEMENT BETWEEN GORY HOLDINGS,**
10 **INC. (TENANT), AND THE CHURCH OF THE**
11 **RESURRECTION (OWNER) AND THE VILLAGE**
12 **OF BISCAIYNE PARK; PROVIDING FOR AN**
13 **EFFECTIVE DATE**
14

15
16 WHEREAS an application to develop a portion of the property located at 11173
17 Griffing Blvd., owned by the Church of the Resurrection, was submitted to the Village of
18 Biscayne Park by Gory Holdings, Inc.; and,
19

20 WHEREAS, a public hearing on the application was held on October 10, 2013,
21 before the Village's Planning & Zoning Board, in accordance with quasi-judicial hearing
22 procedures as defined under 286.011, Florida Statutes, and at which time, pursuant to the
23 testimony and evidence presented during the hearing, the Board issued an advisory opinion
24 to the Village Commission with recommendations; and,
25

26 WHEREAS, a public hearing on the application was held on November 6, 2013,
27 before the Village Commission, in accordance with quasi-judicial hearing procedures as
28 defined under 286.011, Florida Statutes, and at which time, pursuant to the testimony and
29 evidence presented during the hearing, the Village Commission took into account the
30 recommendation of the Planning & Zoning Board, the community, and applicant and made
31 findings of fact, conclusions of law and a final order; and,
32

33 WHEREAS, having fully considered this Agreement at two (2) duly noticed public
34 hearings, in compliance with Section 163.3225 of the Act; and having further determined
35 that it is in the Village's, Owner's and Tenant's best interest, as well as the public's interest,
36 to deal with the issues covered by this Agreement in a comprehensive manner, in
37 compliance with all applicable laws, ordinances, plans, rules and regulations of the Village,
38 while allowing the Village and Owner to proceed, respectively, with the development of the
39 Project in accordance with existing laws and policies, subject to the terms hereof, the parties
40 agreed to enter into an Agreement.
41

42
43 NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COMMISSION OF
44 THE VILLAGE OF BISCAIYNE PARK, FLORIDA
45

46
47 **Section 1.** The foregoing "WHEREAS" clauses are true and correct and hereby
48 ratified and confirmed by the Village Commission.
49

50 **Section 2.** Consistent with the actions of the Village of Biscayne Park Planning
51 & Zoning Board and Commission, the Village Commission authorizes the Village Manager

1 to execute the Development Agreement between Gory Holdings, Inc. (Tenant) and the
2 Church of the Resurrection (Owner), and the Village of Biscayne Park. This agreement, in
3 substantial form, is attached and incorporated by reference into this resolution as exhibit
4 "1".

5
6
7 **Section 3.** This Resolution shall become effective upon adoption.

8
9 PASSED AND ADOPTED this ____ day of _____, 2014.

10
11
12 **The foregoing resolution upon being**
13 **put to a vote, the vote was as follows:**

14
15 _____
16 David Coviello, Mayor

17 Mayor Coviello: _____
18 Vice Mayor Watts: _____
19 Commissioner Anderson: _____
20 Commissioner Jonas: _____
21 Commissioner Ross: _____

22 Attest:

23
24 _____
25 Maria C. Camara, Village Clerk

26 Approved as to form:

27
28
29 _____
30 Village Attorney

This instrument was prepared by (record and return to)

Name: Village Attorney
Address: Office of the Village Attorney
Village of Biscayne Park
640 NE 114th Street
Biscayne Park, Florida 33161

(Space reserved for Clerk)

EXECUTION COPY

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (the Agreement) is made and entered into as of the 6th day of November 2013, by and between the Village of Biscayne Park, a Florida municipal corporation (the Village), Gory Holdings, Inc. (tenant to the Church of the Resurrection) doing business under the name Biscayne Park School and Early Learning Center) and the Church of the Resurrection (the Owner). The Commencement Date of this Agreement is the date of approval by the Village Commission of the Village of Biscayne Park.

Introduction and Background

A. The property that is the subject of this Agreement lies in the Village of Biscayne Park, Miami-Dade County, Florida. This Agreement, among other things, is intended to and shall constitute a development agreement among the parties pursuant to the Florida Local Government Development Agreement Act (the Act).

B. The Owner owns certain real property in the Village of Biscayne Park, located at 11173 Griffing Blvd., and the legal description is attached as Exhibit "A" hereto, which parcel hereinafter collectively be referred to as the Property).

C. The Owner intends to develop that portion of the Property identified in the attached site plan, as Exhibit "B", as a day care development (the "Project").

D. The Village's Land Development Code at 16.2.4 states that except for residential uses a development order is required for all development. A development order is required to receive approval at a quasi-judicial hearing, pursuant to the requirements of section 163.3225, Florida Statutes.

E. In order to proceed with the development, the parties, in compliance with the Village's Land Development Code, enter into this Development Agreement.

F. As further consideration for the foregoing, the parties hereby agreed to certain other terms and conditions, pertaining to the Project as set forth in this Agreement.

G. The Village is a Florida municipal corporation with powers and authority conferred under the Florida Constitution, the Municipal Home Rule Powers Act, Florida Statutes, and the Village Charter and Code. The Village has all governmental, corporate, and proprietary powers to enable it to conduct municipal government, perform municipal and governmental functions and render municipal services, including the authority to adopt, implement and enforce (together with any required governmental approvals) comprehensive plans, zoning ordinances, redevelopment plans, and other police power and legislative measures necessary to assure the health, safety and general welfare of the Village and its residents and visitors.

H. Owner is a Church of the Resurrection organized and created pursuant to Florida Statutes.

I. Tenant, Gory Holdings, Inc., is a for profit Florida Corporation.

J. A public hearing on the application was held on October 10, 2013, in accordance with Quasi-judicial hearing procedures as defined under 286.011, Florida Statutes, and at which time, pursuant to the testimony and evidence presented during the hearing, the Village's Planning and Zoning Board issued an advisory opinion to the Village Commission, with recommendations.

K. Thereafter, a public hearing on the application was held on November 6, 2013, before the Village Commission, in accordance with Quasi-judicial hearing procedures as defined under 286.011, Florida Statutes, and at which time, pursuant to the testimony and evidence presented during the hearing, the Village Commission, took into account the recommendation of the P&Z Board, the community and applicant and made findings of fact, conclusions of law and a final order.

L. Having fully considered this Agreement at two (2) duly noticed public hearings, in compliance with Section 163.3225 of the Act; and having further determined that it is in the Village, Owner's and Tenant's best interest, as well as the public's interest, to deal with the issues covered by this Agreement in a comprehensive manner, in compliance with all applicable laws, ordinances, plans, rules and regulations of the Village, while allowing the Village and Owner to proceed, respectively, with the development of the Project in accordance with existing laws and policies, subject to the terms hereof, the parties have agreed to enter into this Agreement.

NOW, THEREFORE, in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Recitations. The foregoing recitations are true and correct and are incorporated herein by this reference.

2. Authority. This Agreement is entered into pursuant to the authority and procedures provided by the Act.

3. Definitions. All capitalized terms in this Agreement shall have the definitions set forth in this Section unless such terms are defined elsewhere in the body of this Agreement.

3.1 "Act" shall mean the Florida Local Government Development Agreement Act (Section 163.3220, *et. seq.*, Florida Statutes (1997)).

3.2 "Applicant" shall mean Owner and Tenant.

3.3 "Building Permit" means a "Full Building Permit," as such term is defined in the Village's land development regulations, issued by the Village's Building Department, which allows building or structures to be erected, constructed, altered, moved, converted extended, enlarged, or used, for any purpose, in conformity with applicable codes and ordinance.

3.4 "Comprehensive Plan" shall mean the comprehensive plan which the Village has adopted and implemented for the redevelopment and continuing development of the Village pursuant to Chapter 163 Part II, of the Florida Statutes.

3.5 "Development Approvals" shall mean all Development Permits and all approvals, consents, permits, special use exemptions or variances and site plans, as well as other official actions of the federal, state or County governments or other governmental agencies.

3.6 "Development Permits" shall mean any building permit (including, without limitation, a Full Building Permit), zoning permit, subdivision approval, zoning certification, special exceptions, variances issued or granted by the Village or any other official actions of the Village (whether by the Village Commission or any Village board, department or agency) having the effect of permitting the development of the Project.

3.7 "Project" shall mean the design, development, construction, operation, maintenance, repair, renovation, and improvement by Applicant of that certain day care development to be situated on the Property, subject to and in compliance with the following conditions:

(a) The maximum total square footage of floor area permitted for the day care use and administration shall not exceed 3,600 square feet (subject to Survey verification), measured in accordance with the requirements of the Village's land development regulations. The provisions of this subsection (a) shall survive expiration of this Agreement.

(b) The structures to be utilized for a day care shall encompass the area identified in Exhibit B, the "site plan" and shall not be extended or expanded without prior authorization of the Village Commission according the requirements of the Village's Land Development Regulations, via public hearing.

(c) The number of children shall not exceed 80; and the number of care takers, teachers, and administrators shall comply with the requirement of the State regulatory authority. Student Enrollment Defined and Reporting: Applicants shall not exceed 80 students in enrollment. Applicants agree to submit an executed affidavit from the Administrator of the Day Care each year to the Village of Biscayne Park, within 30 days of the first day of applicable school year, identifying the number of students enrolled for the academic school year and attesting the number of students enrolled in the school. This information shall be provided to the Village, annually, for as long as a Day Care is located on the site. Applicants agree and acknowledge that the "maximum number of students" shall remain the actual number of students enrolled at the school as reported to the State of Florida Department of Children and Families (FDCF) and shall not be the daily average attendance. The maximum number of students shall include all student transfers during the school year. Any increase in students enrolled at the school after the initial annual enrollment is disclosed shall be reported to the Village within five (5) business days of the event.

(d) The number of "class rooms shall be 6, with 35 square footage per child for indoor space for a total of 2,789 sq. feet; 587 sq. feet for Administrative use and bathrooms; and 22.5 (number students x 45/2) square footage per child for outdoor recreational space. Applicant is required to provide 1,800 sq. ft. of outdoor recreation space pursuant to Florida Statute, but has actually provided 4,455 sq. ft. of outdoor recreation area. The outdoor play space shall be protected and enclosed with fencing, that meets or exceeds applicable fencing requirements

(e) The age of the children shall be between 6 weeks and 6 years.

(f) The number of parking spaces dedicated to the day care use shall be 8. The eight spaces on site shall be free for parent or guardian parking and not to be used by the day care administration, nor by the church during day care hours. The day care administration, care takers, and teachers shall utilize the parking lot across the street, owned by the church. No parents, on a regular basis shall be allowed to use the parking lot across the street from the day care.

(g) The number of stacking spaces shall be 10.

(h) That the hours of operation begin no earlier than 7:30 a.m. and end no later than 6:30 p.m., Monday through Friday. Holidays when the day care shall not be open for service include: New Year's Day, Memorial Day, 4th of July, Labor Day, Thanksgiving Day and Christmas Day.

(i) The Village Commission approved the establishment of the day care use, with conditions, pursuant to Section 13.3.2 of the Village's Land Development Code, the following plans entitled "Biscayne Park School and Early Learning Center", 11173 Griffing Blvd., Biscayne Park, FL" consisting of 4 sheets as prepared by A & I Associates, dated stamped June 10, 2013. The Owner and Tenant shall also comply with 33-151 of the Miami-Dade County Code, attached hereto as Exhibit B.

(j) The Owner and Tenant shall comply with the requirements of all other applicable departments/agencies as part of the Village of Biscayne Park building permit submittal process.

(k) The Owner and Tenant shall comply with the requirements of Chapter 24 of the Code of Miami-Dade County.

(l) As a condition of approval, the Owner and Tenant shall agree not to have a student mix that requires more than the required number of staff members and at no time shall exceed 80 children. This provision shall run with the land, and be applicable to all users of the school campus, but non-school users shall be liable for their own actions or omissions. The Commission directs the Village Attorney to work with the Applicant and incorporate these conditions into a covenant that will be recorded in the public records of Miami-Dade County.

(m) The Applicant shall provide the number of students enrolled to the Village within 30 days of the first day of applicable school year while the use continues. Failure to do so shall result in revocation of the use.

(n) The Applicant shall comply with the traffic analysis of Traffic Tech, attached hereto as Exhibit C. That there be no stacking of vehicles in through lanes. That there be no child drop-off along NE 113th Street. That the Applicants contact the Village Police Department to discuss any traffic management proposals that impact the public right-of-way and/or public safety. The Applicants shall bear the cost of any said impacts to traffic management, including the hiring of an off-duty police officer, if the Village deems necessary. That all pavement markings (directional arrows and stall striping) be maintain in good condition. That the Applicants shall be responsible for the purchase and placement of "No Parking Signs" and "No Standing" signs in the median or right-of-way of NE 113th Street. Additionally, there shall be signs indicating "No U-Turns" or "No Crossing" on Griffing Boulevard by the site, prior to NE 113th Street. Further, there be no child drop-off or pick-up along NE 113th Street. The

Applicant will obtain County authorization to install the signs on County Right-of-Way. Applicant shall comply with annual traffic review as to traffic light signalization at the intersection. Applicant shall have staff patrol the traffic to ensure that the drop-off is flowing, and have the staff out in the stacking area and streets to ensure compliance with the above referenced conditions. The Applicant shall provide a diagram to the parents how traffic flow is to be adhered to; and have each parent sign and agree to comply with the traffic pattern and terms for traffic entry and exit from the day care; as well as drop off and parking. Applicant shall install "cones" to close off the second entrance at Griffing Boulevard. After the day care is built and operational, and within 3 months of opening, the consulting team will contact Miami-Dade Signals and Signs Division and request signal timing optimization from their computerized signal system based on the consulting team's input for the signalized intersection of Griffing Boulevard/NE 113th Street, NE 6th Avenue. The intent of the signal timing optimization is to mitigate and improve traffic conditions at the intersection, especially along Griffing Boulevard. Additionally, signage shall be required for both 113th Street and Griffing Blvd as to No parking Signs, No Standing Signs, and to add striping or other treatment to guide traffic patterns for U-turns on 113th Street. Moreover, it is the applicant's responsibility to contact Miami-Dade Signals and Signs Division to move forward with the placement of the signs in the rights-of-way as designated herein.

(o) The Project shall be designed, developed, and constructed, at the sole cost and expense of the Applicant. Provided that Applicant shall obtain all requested Development Approvals to do so the Project shall be designed and proposed to be constructed substantially in accordance with the proposed plan and application prepared by Tenant's architect, A & I Associates or a registered architect and attached as Exhibit "B" hereto (the Site Plan). Upon execution of this Agreement by the parties hereto, the Village Commission shall be deemed to have approved the attached Site Plan.

(p) Any material deviation (as determined by the Village Manager or his/her designee) in any of the conditions described in subsection(s) above, or in the approved Site Plan, shall require the approval of the Village Commission and a written amendment to this Agreement;

(q) Any non-material changes (as determined by the Village Manager or his/her designee) which are required by any Village land use board or any other applicable board, agency, or authority, or any non-material changes which are initiated by Owner, shall not require the approval of the Village Commission.

(r) Any technical changes in the approved Site Plan not governed by subsections above, and which are (i) required in order for the Project to be in compliance with any and all applicable laws, codes, rules and regulations of any governmental or regulatory agencies including, without limitation, the Florida Building Code and the Americans with Disabilities Act (ADA), or (ii) otherwise

required or necessary including, without limitation, any changes in connection with ingress and egress and public works, shall be delegated to the appropriate government official of the Village for review and approval of such technical changes.

(s) That the Applicants conform to Section 10.2.4, the Village Code of Ordinances (playground setbacks).

(t) That Lots 8 and 9 of the subject property **not** be utilized for Day Care.

(u) That, pursuant to Section 5.6 (Off-street parking) a covenant running with the land be proffered that requires the Church retain Lots 21-23, Block 17 (Folio 17-2231-003-0510) for Church and Office parking with a minimum of 120 spaces as long as public assembly and office uses are in existence on the church site. The school's administration, teachers, may park at Lots 21-23. To ensure that the parking lot at Lots 21-23 remains closed to the parents, the applicant shall install a chain barrier over the entrance(s) and exit(s) to the parking lot area.

(v) That the Day Care conform to the "Florida Building Code Handbook State Requirements For New Educational Facilities Construction", Florida Department of Education, 2010 as applicable.

(w) That the Church be precluded from the use of the Classroom Building during Day Care hours of operation.

(x) That the Applicants comply with all conditions and permit requirements of the Miami-Dade Regulatory and Economic Resources, Fire Department, Water and Sewer Department and State Departments of Children and Families and Health, and any other local, county, state and federal guidelines applicable to the specific application.

(y) That the Applicants obtain a Business License and a Certificate of Use or Occupancy from both Miami-Dade County and the Village.

(z) That any and all proposed Day Care signage meets the requirements of the Village Sign Code. The Village does not provide for signage for such a use. The Applicant shall solely be entitled to use the existing sign utilized by the church, with changing copy. No banners are allowed.

(aa) That Miami-Dade County Public Works and Waste Management Traffic Engineering Division comments based on the application site plan dated 6/10/13 be adhered to:

- Standard Comments:
 - i. All pedestrian crosswalks around the school must have zebra pavement markings. New sidewalks for the existing structure are not required, per Miami-Dade Public Works.
 - ii. Safe sight distance must be provided at all driveway intersections; therefore, no visual obstructions shall remain or be placed within any areas defined by the limits of clear sight. No tree foliage or branches shall descend below 7 feet within the public right-of-way. All tree placements in sight triangles shall meet or exceed FDOT Index 546.
 - iii. All drive aisles must meet minimum clear zone requirements for vehicle travel as defined by the Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways.
 - iv. Site plans submitted for Permit, which shall conform to MUTCD, Miami-Dade Public Works Standard Detail Manual and other appropriate standards for engineering design in the public right-of-way, must be submitted to and approved by Miami-Dade County Traffic Engineering Division. Existing and proposed striping, signs, and lane widths must be shown on these plans for all adjacent roadways. Also, plans must indicate any existing or proposed private driveways across the streets adjacent to the school site.
 - v. All roadway improvements including, but not limited to, traffic signs, markings and signals shall be installed by the Applicants adjacent to, or nearby, this facility to ameliorate any adverse vehicular impacts caused by the traffic attracted to this facility. Also, traffic control devices, e.g., crosswalks, may be required.
 - vi. The Public Works and Waste Management Department reserves the right to add or modify requirements based upon any additional information that may be received during this review process.
- (bb) That the Declaration of Restrictions relating to the parking lot for church use at Lots 21-23 be executed and recorded in the Public Records of Miami-Dade County. Failure to promptly execute the Development Agreement and Declaration of Restrictions shall nullify the recommendation by the Planning and Zoning Board and approval Village Commission
- (cc) Applicant shall relocate the trash receptacles at the location, and properly screen same, if possible. The location shall be reviewed by staff.
- (dd) Applicant shall comply with Section 10-1, of the Village's Code of Ordinances, relating to precluding offensive noise.

(ee) During the Planning and Zoning Board meeting, sub-section 10.2.4, of the Village's Land Development Code was discussed and varying opinions of the actual meaning/intent emerged. During the public hearing, the Village Council rejected the P&Z Board interpretation, and approved the interpretation of the Planning Consultant, to wit: The proposed day care use meets the setback requirements as per Sub-section 10.2.4 of the Village's Land Development Code. Planning and Zoning Consultant's interpretation is that this setback requirement applies to the building where the public use is to occur, not to the land on which the building is located. If the setback requirement is applied to land on which a public building is located, there would be few if any sites in the Village large enough to accommodate a public use, and existing public uses such as the Village Hall would be non-conforming. The intent of the regulation is clearly to provide a buffer between the building where a public use will occur and adjacent residential properties. Adjacent properties are defined as properties with a shared border. Sub-section 10.2.4 of the Village's Land Development Code states:

"Site location of buildings for public gatherings. No building or land where public gatherings are to be held, such as schools, churches and playgrounds shall be located nearer than fifty (50) feet to adjacent property line."

3.7 "The "Property" shall mean the parcel of real property described in Exhibit "A" hereto.

4. Zoning and Other Approvals for Project.

4.1 Development Permits. Certain provisions of this Agreement will require that the Village and/or its boards, departments, or agencies take certain governmental actions, acting in their governmental capacity, and issue Development Permits in order to accomplish and satisfy the authorization and construction of the Project:

4.2 Applications for Development Approvals. Promptly following the Commencement Date, the Applicant will initiate and diligently pursue all Development Approval applications for the Project. The Village shall process all Development Permit applications in a timely fashion and the Village shall cooperate with the Owner (at no cost to the Village) in processing all necessary Development Approvals from federal, State, and County agencies, as needed. No extension of any time period herein shall be deemed to be an extension of any time periods contained within the Development Approvals.

4.3 Laws Governing this Agreement. The Village's laws and policies governing the development of the Project at the time of the execution of this Agreement by the parties hereto shall govern the development of the Project for the duration of this Agreement. The Village may apply subsequently adopted laws and policies to the Project only as otherwise permitted or required by the Act. Except as required by Chapter 163,

Florida Statutes, the Project may proceed for the life of this Development Agreement and is vested as to the rights provided herein. Additionally, the Applicant may modify the Project based upon future (i.e. subsequent to the Commencement Date) beneficial changes in the Village Code, as applicable.

4.4 Comprehensive Plan, Zoning and Other Approvals. As provided above, the parties recognize and agree that certain provisions of this Agreement will require the Village and/or its boards, departments, or agencies, acting in their governmental capacity, to consider governmental actions, as set forth in this Agreement. All such considerations and actions shall be undertaken in accordance with established requirements of State statutes and Village ordinances, in the exercise of the Village's jurisdiction under the police power. The parties further recognize and agree that these proceedings shall be conducted openly, fully, freely and fairly, in full accordance with law and with both procedural and substantive due process to be accorded the applicant and any member of the public. Nothing contained in this Agreement shall entitle the Owner or Tenant to compel the Village to take any such actions, save and except the consents, if applicable, to the filing of such applications for Development Permits or other required Development Approvals, as more fully set forth herein, and to timely process such applications.

4.5 Applicant shall be the only party responsible for obtaining all Development Approvals and Development Permits for the Project. Owner agrees to execute any documents required by Tenant or Village in carrying out the terms of this Agreement.

4.6 Applicant shall, at its sole cost and expense, commence construction on or before 180 days of obtaining all Development Approvals and Development Permits necessary for the Project are issued.

4.7 Applicant shall, at its sole cost and expense, prosecute construction of the Project with diligence and continuity to completion. Completion of the Project, as evidenced by the issuance of a Certificate of Completion (C.C.) or Certificate of Occupancy (C.O.), as applicable, for the Project, shall occur no later than the date that is one year after the commencement date.

5. Owner's Right of Termination Prior to Commencement of Construction.

Notwithstanding anything to the contrary contained herein, Owner shall have the right to be released from its liability and obligations, and to terminate this Agreement by providing written notice to the Village prior to the development of the site plan because:

(a) changes to the Project required as a condition to the issuance of any Development Approval or Development Permit render the Project economically unfeasible in the reasonable business judgment of Owner or Tenant; or

(b) the Project cannot meet concurrency requirements under section 163.3180, Florida Statutes, or the costs of concurrency mitigation are, in the reasonable business judgment of Owner or Tenant, economically unfeasible; or

(c) Applicant after good faith efforts has been unable to obtain a Full Building Permit for the Project;

(d) Applicant lacks funding to do the Project;

(e) the Project, as contemplated by Applicant, does not, or cannot, comply and/or meet with, and/or does not, or cannot, otherwise receive all or any portion of the required approvals (including, without limitation, any conditions and or requirements imposed upon the Project by Federal, State, or other entities or permits; or

(f) opposition to the Project by the surrounding neighborhood and, in particular, the immediate surrounding residential area in an around the proposed site of the Project; or

(g) the Project, as contemplated by Tenant, exceeds the Project budget acceptable to Tenant and Owner; or

(h) Owner sells the land and the Property Owner has noticed the Village in writing, within 30 days (no later than 6 months) of the transfer this development order to a third party prior to transfer of the land to a third party.

In the event of termination of this Agreement pursuant to this Section 5, neither party shall have any further liability to the other. The Applicant shall be required to comply with the Village's permit fee schedule, and public hearing cost recovery requirements.

6. Reservation of Rights. This Agreement shall not affect any rights which may have accrued to any party to this Agreement under all applicable law and each party hereto reserves any and all such rights.

7. No Permit or Waiver of Fees. This Agreement is not and shall not be construed as a Development Permit, Development Approval, or authorization to commence development of the Project, nor shall it relieve Owner of the obligation to obtain all necessary Development Approvals, Development Permits, or any other approvals and/ or permits that are required under applicable law and under and pursuant to the terms of this Agreement. Except as otherwise expressly provided herein, nothing contained in this Agreement shall be deemed to constitute a waiver of any fee, charge, or cost imposed by the Village in connection with the issuance of any Development Approval, Development Permit or any other approval and/or permit.

8. Good Faith; Further Assurances; No Cost. The parties to this Agreement have negotiated in good faith. It is the intent and agreement of the parties that they shall cooperate with each other in good faith to effectuate the purposes and intent of, and to satisfy their obligations under, this Agreement in order to secure to themselves the mutual benefits created under this Agreement; and, in that regard, the parties shall execute such further documents as may be reasonably necessary to effectuate the provisions of this Agreement; provided, that the foregoing shall in no way be deemed to inhibit, restrict or require the exercise of the Village's police power or actions of the Village when acting in a quasi-judicial capacity. Wherever in this Agreement a provision requires cooperation, good faith or similar effort to be undertaken at no cost to a party, the concept of no cost shall not be deemed to include any cost of review (whether legal or otherwise), attendance at meetings, hearings or proceedings and comment and/or execution of documents, all such costs to be borne by the party receiving a request to so cooperate, act, in good faith or so forth.

9. Consistency with the Village's Comprehensive Plan. The Village has adopted and implemented the Comprehensive Plan. The Village hereby finds and declares that the provisions of this Agreement dealing with the Project are, or shall be, consistent with the Village's adopted Comprehensive Plan and land development regulations (subject to all applicable Development Approvals).

10. Applicant shall be solely responsible for obtaining all final non-appealable land use permits, including, but not limited to, all permits and approvals required pursuant to Section 163.3180, Florida Statutes (1997), with respect to concurrency requirements for roads, sanitary sewer, solid waste, drainage, potable water, parks and recreation (the Concurrency Requirements). Applicant shall apply to the appropriate governmental authorities for letter or other evidence that Applicant is pursuing all applicable Concurrency Requirements, and shall diligently and in good faith pursue such letters or other evidence that the Project meets all applicable Concurrency Requirements.

11. Recording of Development Agreement. Within fourteen (14) days after the parties execute this Agreement, the Village shall record this Development Agreement with the Clerk of the Circuit Court of Miami-Dade County, at the expense of the Applicant. The Applicant shall submit a copy of the recorded Agreement to the State of Florida's Land Planning Agency within fourteen (14) days after this Agreement is

recorded. This Agreement shall become effective only after (i) it has been recorded in the Public Records of Miami-Dade County, and (ii) thirty (30) days have elapsed after the State of Florida Land Planning Agency's receipt of a copy of the recorded Agreement. Applicant agrees that it shall be responsible for all recording fees and other related fees and costs related to the recording and delivery of this Agreement. The provisions hereof shall remain in full force and affect during the term hereto, and subject to the conditions of this Agreement, shall be binding upon the undersigned and all successors in interest to the parties to this Agreement. Whenever an extension of any material deadline is permitted or provided for under the terms of this Agreement, at the request of either party, the other party shall join in a short-form recordable Memorandum of Agreement confirming such extension to be recorded in the Public Records of Miami-Dade County.

12. Duration of Development Agreement. The duration of this Agreement shall not exceed 30 years from the Commencement Date; provided, however, that the duration of this Agreement may be extended by mutual agreement of the Village and Owner. During the term of this Agreement, the Village's laws and policies governing the development of land in effect as of the date hereof shall govern development of the Property. Termination of the development agreement does not affect the continued validity of the use. The Village may apply subsequently adopted laws and policies to the Project only if the Village has held a public hearing pursuant to Section 163.3225, Florida Statutes, and determined:

(a) they are not in conflict with the laws and policies governing this Agreement and do not prevent development of the land uses, intensities, or densities in this Agreement; or

(b) they are essential to the public health, safety, or welfare, and expressly state that they shall apply to a development that is subject to a development agreement; or

(c) they are specifically anticipated and provided for in this Agreement; or

(d) the Village demonstrates that substantial changes have occurred in pertinent conditions existing at the time of approval of Agreement; or

(e) this Agreement is based on substantially inaccurate information supplied by Owner and Tenant.

13. Required Development Approvals.

(a) Applicant shall be solely responsible for obtaining, at its sole cost and expense, the Development Approvals. Notwithstanding the preceding, the Village, Applicant agrees and acknowledges that the Development Approvals may not constitute a full listing and description of all local development approvals or permits needed to be approved for development of the Project, and that the

omission of any other approval or permit (required for the development of the Project) shall not relieve Applicant of its sole obligation, whether under applicable law or this Agreement, to obtain same.

14. Confirmation of Land Development Regulations. The zoning district classification of Zoning District A, as defined in Village's land development regulations.

15. Omissions. The parties hereto recognize and agree that the failure of this Agreement to address a particular permit, condition, term, or restriction shall not relieve the Owner or Tenant of the necessity of complying with the law governing said permitting requirements, conditions, term, or restriction notwithstanding any such omission.

16. Notices. Any notices required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given if delivered by hand, sent by recognized overnight courier (such as Federal Express) or mailed by certified or registered mail, return receipt requested, in a postage prepaid envelope, and addressed as follows:

If to the Village at: Village of Biscayne Park, Village Hall
640 NE 114th Street
Biscayne Park, Florida 33161
Attn: Village Manager

or

If to Owner at: Rev. Fr. Alberto Cutie,
Church of the Resurrection
11173 Griffing Blvd.
Biscayne Park, FL 33161

If to Tenant at: Sandi Busta, President
Gory Holdings, Inc.
300 NE 91st Street
Miami Shores, FL 33138

17. Indemnification of Owner and Tenant. Owner and Tenant hereby agrees to hold the Village, its officers, employees, agents, contractors, and representatives harmless from any liability/or damage or claims for damage for personal injury, including wrongful death, and claims for property damage, which may arise from the direct or indirect activities and/or operations of Owner or Tenant, or these of any officer, employee, agent, contractor, sub-contractor, or other person acting on Owner's or Tenant's behalf, which relate to the design, development, and construction of the Project. Owner or Tenant agrees to, and shall afford at its sole cost and expense, the Village and its officers, employees, agents, contractors, and representatives from any and all actions for damages caused, or alleged to have been caused, by reason of Owner's or Tenant

activities in connection with Project. This indemnification agreement applies to all damages and claims for damages including, without limitation, interest, costs and attorney's fees, outlined or alleged to have been suffered by reason of the activities and/or operations referenced herein. This indemnification shall not apply to the gross negligence or willful misconduct of the Village, or of its officer's employees, agents, contractors, or representatives. The aforesaid indemnification and the provisions of this shall survive expiration of this Agreement.

18. Events Of Default, Conditional Limitations, Remedies, Etc.

Section 18.1 Definition. Each of the following events shall be an "Event of Default" hereunder:

(a) if Owner or Tenant shall default in the observance or performance of any term, covenant or condition of this Agreement on Owner's or Tenant's part to be observed or performed and, if no cure period is expressly provided for herein, Owner or Tenant does not remedy such Default within thirty (30) days after notice by Village of such Default (the "Default Notice"), or if such a Default is of such a nature that it cannot reasonably be remedied within thirty (30) days (but is otherwise susceptible to cure), and if, Owner or Tenant does not (i) within thirty (30) days after the giving of such Default Notice, advise Village of Owner's and Tenant's intention to institute all steps necessary (and from time to time, as reasonably requested by Village, Owner or Tenant shall advise Village of the steps being taken) to remedy such default (which such steps shall be reasonably designed to effectuate the cure of such Default in a professional manner), and (ii) thereafter diligently prosecute to completion all such steps necessary to remedy the same; or

(b) if Owner or Tenant makes an assignment for the benefit of creditors; or

(c) if Owner or Tenant files a voluntary petition under Title 11 of the United States Bankruptcy Code, or if Owner or Tenant files a petition or an answer seeking, consenting to or acquiescing in, any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the present or any future Federal bankruptcy code or any other present or future applicable Federal, state or other bankruptcy or insolvency statute or law, or seeks, consents to, acquiesces in or suffers the appointment of any trustee, receiver, custodian, assignee, sequestrator, liquidator or other similar official of Owner or Tenant, of all or any substantial part of its properties, or of all or any part of Owner's or Tenant's interest in the Property and/or the Project, and the foregoing are not stayed or dismissed within one hundred fifty (150) days after such filing or other action; or

(d) if, within one hundred fifty (150) days after the commencement of a proceeding against Owner or Tenant seeking any reorganization, arrangement,

composition, readjustment, liquidation, dissolution or similar relief under the present or any future Federal bankruptcy code or any other present or future applicable Federal, state or other bankruptcy or insolvency statute or law, such proceeding has not been dismissed, or if, within one hundred eighty (180) days after the appointment, without the consent or acquiescence of Owner or Tenant, of any trustee, receiver, custodian, assignee, sequestrator, liquidator or other similar official of Owner or Tenant, of all or any substantial part of its properties, or of all or any part of Owner's or Tenant's interest in the Property and/or the Project, such appointment has not been vacated or stayed on appeal or otherwise, or if, within one hundred eighty (180) days after the expiration of any such stay, such appointment has not been vacated.

In the event of a Default which with the giving of notice to Owner and Tenant and the passage of time would constitute an Event of Default, Village's notice to Owner and Tenant shall state with specificity the provision of this Agreement under which the Default is claimed, the nature and character of such Default, the facts giving rise to such Default, the date by which such Default must be cured pursuant to this Agreement, and, if applicable, that the failure of Developer to cure such Default by the date set forth in such notice will result in Village having the right to terminate this Agreement.

Notwithstanding the foregoing, no Event of Default shall be deemed to have occurred until such time as Village shall have given Owner and Tenant notice of the occurrence of an Event of Default.

Notwithstanding anything to the contrary contained herein, Village shall be entitled to seek any injunctive or other equitable relief that may be available to Village during the pendency of any Default.

18.2 Enforcement of Performance; Damages and Termination.

If an Event of Default occurs, Village may elect to (a) enforce performance or observance by Owner or Tenant of the applicable provisions of this Agreement, or (b) recover damages for breach of this Agreement or terminate this Agreement. Village's election of a remedy hereunder with respect to an Event of Default shall not limit or otherwise affect Village's right to elect any of the remedies available to Village hereunder with respect to any other Event of Default.

18.3 Strict Performance

No failure by Village or Owner or Tenant to insist upon strict performance of any covenant, agreement, term or condition of this Agreement or to exercise any right or remedy available to such party by reason of the other party's default or an Event of Default, shall constitute a waiver of any such Default or Event of Default or of such covenant, agreement, term or condition or of any other covenant, agreement, term or condition. No covenant, agreement, term or condition of this Agreement to be performed

or complied with by either party, and no default by either party, shall be waived, altered or modified except by a written instrument executed by the other party. No waiver of any Default or Event of Default shall affect or alter this Agreement, but each and every covenant, agreement, term and condition of this Agreement shall continue in full force and effect with respect to any other then existing or subsequent Default. Owner's and Tenant's compliance with any request or demand made by Village shall not be deemed a waiver of Owner's or Tenant's right to contest the validity of such request or demand.

18.4 Right to Enjoin Defaults

In the event of Owner's or Tenant's Default or an Event of Default, Village shall be entitled to seek to enjoin the Default or Event of Default and shall have the right to invoke any rights and remedies allowed at law or in equity or by statute or otherwise, except to the extent Village's remedies are expressly limited by the terms hereof. In the event of Village's Default or an Event of Default under this Agreement, Owner shall be entitled to seek to enjoin the default and shall have the right to invoke any rights and remedies allowed at law or in equity or by statute or otherwise, except to the extent Owner's or Tenant's remedies are expressly limited by the terms hereof. Each right and remedy of Village, Owner and Tenant provided for in this Agreement shall be cumulative and shall be in addition to every other right or remedy provided for in this Agreement or now or hereafter existing at law or in equity or by statute or otherwise, except to the extent Village's remedies, Owner's remedies or Tenant's remedies are expressly limited by the terms hereof, and the exercise or beginning of the exercise by Village, Owner or Tenant of any one or more of the rights or remedies provided for in this Agreement or now or hereafter existing at law or in equity or by statute or otherwise shall not preclude the simultaneous or later exercise by Village, Owner or Tenant of any or all other rights or remedies provided for in this Agreement or now or hereafter existing at law or in equity or by statute or otherwise, except to the extent Village's remedies, Owner's remedies or Tenant's remedies are expressly limited by the terms hereof.

18.5 Village's Default

In the event of any default by Village hereunder, not caused by Village Excusable Delays (as hereinafter defined), Owner or Tenant shall give Village written notice specifying such default and Village agrees to promptly commence the curing of such default and to cure such default within thirty (30) days after receipt of the aforesaid notice; provided, however, that if such default cannot reasonably be cured within said thirty (30) day period, then Village shall cure any such default diligently and as quickly as reasonably practicable under the circumstances and shall have a reasonable period of time within which to cure such default so long as Village is so proceeding. If Village fails to cure any default during the applicable curative period, Owner and Tenant, at any time after the expiration of such curative period, shall have the right to seek damages against Village and/or to exercise any other remedy provided in this Agreement or available to Owner or Tenant at law or in equity. As used herein, the term "Village Excusable Delays" shall mean Village's failure to perform any obligation of Village hereunder by reason of one or more of the following causes, to-wit, governmental restrictions, regulations or

ordinances (other than those restrictions, regulations or ordinances over which Village, as a governmental entity, exercises control), strikes, lockouts, acts of God,- war, terrorism, riots, gross negligence or the willful misconduct of Owner, or any other cause, similar or dissimilar to the foregoing and whether or not now in the contemplation of the parties hereto, beyond the reasonable control of Village, other than the financial inability of Village, provided that Village takes reasonable steps to so minimize the effect of any such circumstance, in which event the required period for Village's performance for any obligation hereunder shall be extended for a period equal to the length of the delay caused by such Excusable Delays. Village agrees to make a good faith effort to notify Owner or Tenant of any Excusable Delays affecting the performance by Village of its obligations under this Agreement and the estimated delay to result therefrom.

19. Right To Perform The Other Party's Obligations.

(a) If an Event of Default shall occur, Village may, but shall be under no obligation to, perform the obligation of Owner or Tenant the breach of which gave rise to such Default, without waiving or releasing Owner or Tenant from any of its obligations contained herein, provided that Village shall exercise such right only in the event of a *bona fide* emergency or after five (5) business days' notice, and Owner and Tenant hereby grant Village access to the property, as applicable, in order to perform any such obligation.

(b) If a default by Village under this Agreement shall occur and be continuing beyond any applicable grace period, Owner or Tenant may, but shall be under no obligation to, perform the obligations of Village (other than those which are governmental as opposed to proprietary obligations) the breach of which gave rise to such default, without waiving or releasing Village from any of its obligations contained herein, provided that Owner or Tenant shall exercise such right only in the event of a *bona fide* emergency or after five (5) business days' notice to Village.

20. Waiver, Release and Assumption of Obligations.

(a) Village's performance pursuant to the provisions of this Section shall not be, nor be deemed to constitute, Village's assumption of Owner's obligations to perform any of Owner's past, present or future obligations hereunder.

21. Force Majeure. Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefore, riot, civil commotion, fire or other casualty, and other causes beyond the reasonable control of the party obligated to perform, excluding the financial inability of such party to perform and excluding delays resulting from appeals or rehearings commenced by the Owner or Tenant (any such causes or events to be referred to herein as a "Force Majeure"), shall excuse the performance by such party for a period equal to any such period of prevention, delay or stoppage.

22. Miscellaneous.

(a) Counterparts. To facilitate execution, the parties hereto agree that this Agreement may be executed in counterparts as may be required and it shall not be necessary that the signature of, or on behalf of, each party, or that the signatures of all persons required to bind any party, appear on each counterpart; it shall be sufficient that the signature of, or on behalf of, each party, or that the signatures of the persons required to bind any party, appear on one or more of such counterparts. All counterparts shall collectively constitute a single Agreement.

(b) References. All references in the Agreement to the “Agreement” shall hereafter mean and refer to the Development Agreement.

(c) Governing Law and Exclusive Venue.

This Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida, both substantive and remedial, without regard to principles of conflict of laws. The exclusive venue for any litigation arising out of this Agreement shall be Miami Dade County, Florida, if in State court, and the U.S. District Court, Southern District of Florida, if in federal court. BY ENTERING INTO THIS AGREEMENT, VILLAGE, TENANT, AND OWNER EXPRESSLY WAIVE ANY RIGHTS ANY PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO, OR ARISING OUT OF, THIS AGREEMENT.

(d) Waiver, Modification, etc. No covenant, agreement, term or condition of this Agreement shall be changed, modified, altered, waived or terminated except by a written instrument of change, modification, alteration, waiver or termination executed by Village, Owner and Tenant. No waiver of any Default or default shall affect or after this Agreement, but each and every covenant, agreement, term and condition of this Agreement shall continue in full force and effect with respect to any other then existing or subsequent Default or default thereof.

(e) Effect of Other Transactions. No mortgage, whether executed simultaneously with this Agreement or otherwise, and whether or not consented to by Village, shall be deemed to modify this Agreement in any respect, and in the event of an inconsistency or conflict between this Agreement and any such instrument, this Agreement shall control.

(f) Invalidity of Certain Provisions. If any provision of this Agreement or the application thereof to any Person or circumstances is, to any extent, finally determined by a court of competent jurisdiction to be invalid and unenforceable, the remainder of this Agreement, and the application of such provision to Persons or circumstances other than those as to which it is held invalid and unenforceable, shall not be affected thereby and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

(g) Remedies Cumulative.

Each right and remedy of either party provided for in this Agreement shall be cumulative and shall be in addition to every other right or remedy provided for in this Agreement, or now or hereafter existing at law or in equity or by statute or otherwise (except as otherwise expressly limited by the terms of this Agreement), and the exercise or beginning of the exercise by a party of any one or more of the rights or remedies provided for in this Agreement, or now or hereafter existing at law or in equity or by statute or otherwise (except as otherwise expressly limited by the terms of this Agreement), shall not preclude the simultaneous or later exercise by such party of any or all other rights or remedies provided for in this Agreement or now or hereafter existing at law or in equity or by statute or otherwise (except as otherwise expressly limited by the terms of this Agreement).

(h) Performance at Each Party's Sole Cost and Expense.

Unless otherwise expressly provided in this Agreement, when either party exercises any of its rights, or renders or performs any of its obligations hereunder, such party shall do so at its sole cost and expense. Owner agrees to execute any documents required by Tenant or Village in carrying out the terms of this Agreement.

(i) Time is of the Essence.

Time is of the essence with respect to all matters in, and requirements of, this Agreement as to Village, Owner and Tenant including, without limitation, the times within which Owner and Tenant must commence and complete construction.

(j) Successors and Assigns.

The agreements, terms, covenants and conditions herein shall be binding upon, and inure to the benefit of, Village, Tenant and Owner, and, except as otherwise provided herein, their respective successors and permitted assigns. There shall be no assignment by Owner or Tenants of its rights or obligations hereunder, or its interest in this Agreement, without the prior consent of the Mayor and Village Commission which consent, if given at all, shall be at the Village Commission's sole and reasonable discretion.

(k) Notice of Defaults.

Notwithstanding anything to the contrary set forth in this Agreement, under no circumstances shall any party to this Agreement lose any right or benefit granted under this Agreement or suffer any harm as a result of the occurrence of any Default or default of such party as to which Default or default such party has not received notice thereof from the other party.

(l) Corporate Obligations.

It is expressly understood that this Agreement and obligations issued hereunder are solely corporate obligations, and, that no personal liability will attach to, or is or shall

be incurred by, the incorporators, stockholders, officers, directors, elected or appointed officials (including, without limitation, the Mayor and Village Commission of the Village and the Tenant and Owner, or employees, as such, of Village, Tenant or Owner, or of any successor corporation, or any of them, under or by reason of the obligations, covenants or agreements contained in this Agreement or implied therefrom; and, that any and all such personal liability, either at common law or in equity or by constitution or statute, of, and any and all such rights and claims against, every such incorporator, stockholder, officer, director, elected or appointed officials (including, without limitation, the Mayor and Village Commission of the Village and the Chairman and Members of the Tenant and Owner) or employee, as such, or under or by reason of the obligations, covenants or agreements contained in this Agreement or implied therefrom, are expressly waived and released as a condition of, and as a consideration for, the execution of this Agreement.

(m) Nonliability of Officials and Employees.

No member, official or employee of Village shall be personally liable to Owner or Tenant, or any successor in interest (as applicable and authorized), in the event of any default or breach by Village or for any amount or obligation which may become due to Owner or Tenant or successor under the terms of this Agreement; and, any and all such personal liability, either at common law or in equity or by constitution or statute, of, and any and all such rights and claims against, every such person, under or by reason of the obligations, covenants or agreements contained in this Agreement or implied therefrom, are expressly waived and released as a condition of, and as a consideration for, the execution of this Agreement.

No member, official or employee of Owner or Tenant shall be personally liable to Village, or any successor in interest, in the event of any default or breach by Owner or Tenant under the terms of this Agreement; and, any and all such personal liability, either at common law or in equity or by constitution or statute, of, and any and all such rights and claims against, every such person, under or by reason of the obligations, covenants or agreements contained in this Agreement or implied therefrom, are expressly waived and released as a condition of, and as a consideration for, the execution of this Agreement.

(n) Partnership Disclaimer.

Owner and Tenant acknowledge, represent and confirm that they are an independent contractor in the performance of all activities, functions, duties and obligations pursuant to this Agreement.

The parties hereby acknowledge that it is not their intention to create between themselves a partnership, joint venture, tenancy in common, joint tenancy, or co ownership for the development. Accordingly, notwithstanding any expressions or provisions contained herein, nothing in this Agreement, or the other documents executed by the parties with respect to the Project, shall be construed or deemed to create, or to express an intent to create, a partnership, joint venture, tenancy-in-common, joint tenancy, or co-ownership of any kind or nature whatsoever between the parties hereto.

The provisions of this subsection (n) shall survive expiration of this Development Agreement.

(o) No Third Party Rights.

Nothing in this Development Agreement, express or implied, shall confer upon any person, other than the parties hereto and their respective successors and assigns, any rights or remedies under or by reason of this Agreement.

(p) No Conflict of Interest.

Owner and Tenant represent and warrant that, to the best of their actual knowledge, no member, official or employee of the Village has any direct or indirect financial interest in this Agreement nor has participated in any decision relating to this Agreement that is prohibited by law. Owner and Tenant also represent and warrant that, to the best of their knowledge, no officer, agent, employee or representative of the Village has received any payment or other consideration for the making of this Agreement, directly or indirectly, from Owner or Tenant. Owner and Tenant represent and warrant that they has not been paid or given, and will not pay or give, any third person any money or other consideration for obtaining this Agreement, other than normal costs of conducting business and costs of professional services such as architects, engineers, and attorneys. Owner and Tenant acknowledge that Owner is relying upon the foregoing representations and warranties in entering into this Agreement and would not enter into this Agreement absent the same.

23. Entire Agreement. This Agreement, together with the documents referenced herein, constitute the entire agreement and understanding among the parties with respect to the subject matter hereof, and there are no other agreements, representations or warranties other than as set forth herein. This Agreement may not be changed, altered or modified except by an instrument in writing signed by the party against whom enforcement of such change would be sought and subject to the requirements for the amendment of development agreements in the Act.

EXECUTED as of the date first above written in several counters, each of which shall be deemed an original, but all constituting only one agreement.

Signed, sealed and delivered
in the presence of:

Village of Biscayne Park,
a Florida municipal corporation

By: _____

Name: _____

Village Manager

Attest: _____

Village Clerk

Signed, sealed and delivered
in the presence of:

OWNER
Church of the Resurrection

By: _____

Name: _____

Attest: _____

By: _____

Signed, sealed and delivered
in the presence of:

TENANT:

By: _____

Name: _____

Attest: _____

By: _____

STATE OF FLORIDA)
) SS:
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this _____ day of _____, 2013 by _____ the Church of the Resurrection and on behalf of the Owner. He/She is personally known to me and who did (did not) take an oath.

NOTARY PUBLIC

Typed or Printed Name of Notary
My Commission expires:
Serial No., if any: _____

OFFICIAL NOTARY SEAL
STATE OF FLORIDA)
) SS:
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this _____ day of _____, 2013, by _____ as representative of _____ Tenant.. He/She is personally known to me or has produced as identification and who did (did not) take an oath.

NOTARY PUBLIC

Typed or Printed Name of Notary
My Commission expires:
Serial No., if any: _____

OFFICIAL NOTARY SEAL

OFFICIAL NOTARY SEAL
STATE OF FLORIDA)
) SS:
COUNTY OF MAIMI-DADE)

The foregoing instrument was acknowledged before me this _____ day of _____, 2013, by _____ as Manager of the Village of Biscayne Park, a

municipal corporation, on behalf of the Village. He/She is personally known to me or has produced as identification and who did (did not) take an oath.

NOTARY PUBLIC

Typed or Printed Name of Notary
My Commission expires:
Serial No., if any: _____

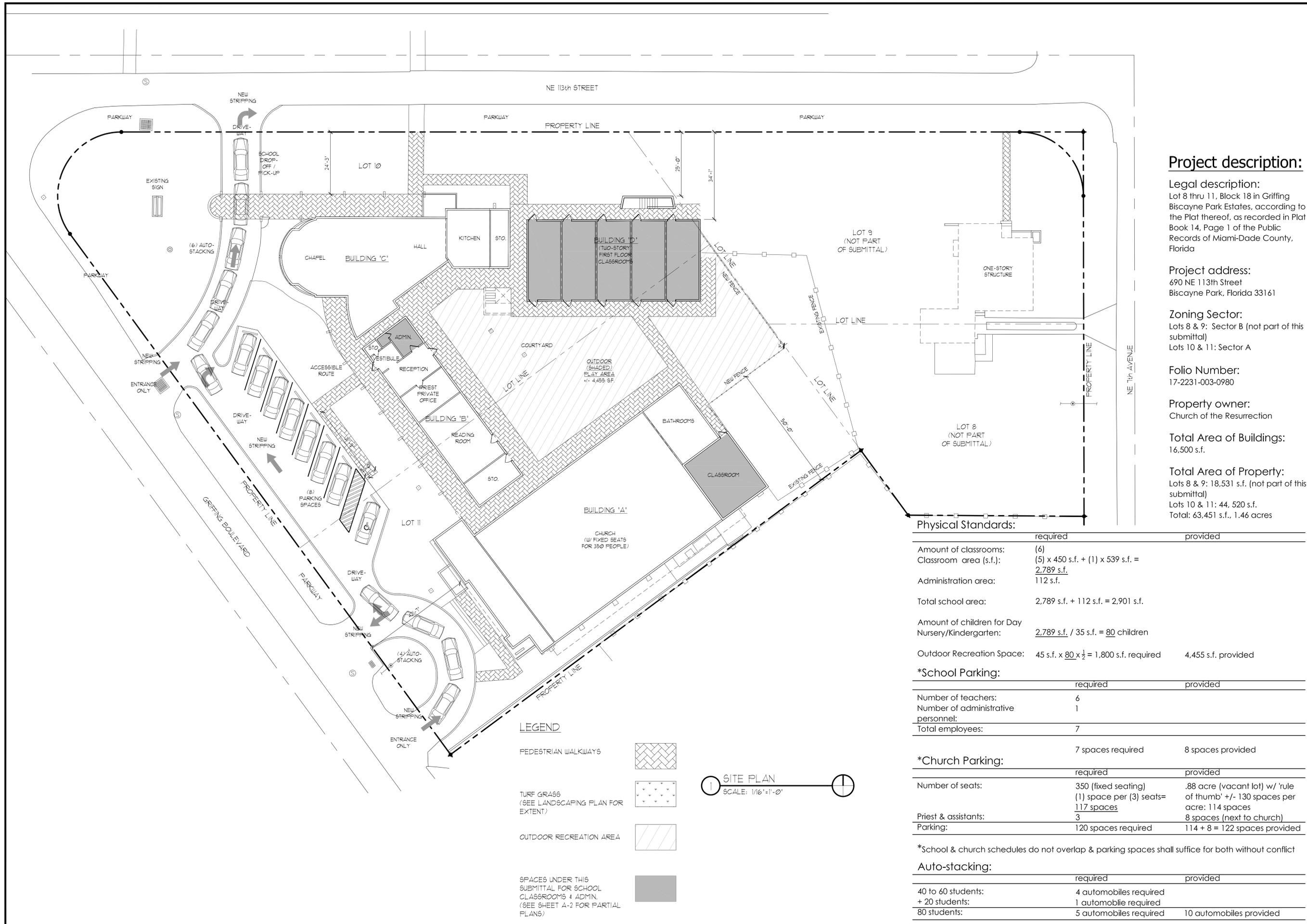
OFFICIAL NOTARY SEAL

EXHIBIT "A"
Legal Description

A portion of Lots 8-11, Block 18, Griffing Biscayne Park Estates, according to the Plat thereof, as recorded in Plat Book 14, Page 1, in the Public Records of Miami-Dade County, Florida.

17-2231-003-0980 (Church/Classroom Buildings)
Lot Size: 63,451 sq. ft.

**EXHIBIT “B”
Site Plan**



Project description:

Legal description:
 Lot 8 thru 11, Block 18 in Griffing Biscayne Park Estates, according to the Plat thereof, as recorded in Plat Book 14, Page 1 of the Public Records of Miami-Dade County, Florida

Project address:
 690 NE 113th Street
 Biscayne Park, Florida 33161

Zoning Sector:
 Lots 8 & 9: Sector B (not part of this submittal)
 Lots 10 & 11: Sector A

Folio Number:
 17-2231-003-0980

Property owner:
 Church of the Resurrection

Total Area of Buildings:
 16,500 s.f.

Total Area of Property:
 Lots 8 & 9: 18,531 s.f. (not part of this submittal)
 Lots 10 & 11: 44, 520 s.f.
 Total: 63,451 s.f., 1.46 acres

Physical Standards:

	required	provided
Amount of classrooms:	(6)	
Classroom area (s.f.):	(5) x 450 s.f. + (1) x 539 s.f. = 2,789 s.f.	
Administration area:	112 s.f.	
Total school area:	2,789 s.f. + 112 s.f. = 2,901 s.f.	
Amount of children for Day Nursery/Kindergarten:	2,789 s.f. / 35 s.f. = 80 children	
Outdoor Recreation Space:	45 s.f. x 80 x 1/2 = 1,800 s.f. required	4,455 s.f. provided
*School Parking:		
	required	provided
Number of teachers:	6	
Number of administrative personnel:	1	
Total employees:	7	
	7 spaces required	8 spaces provided
*Church Parking:		
	required	provided
Number of seats:	350 (fixed seating) (1) space per (3) seats = 117 spaces	.88 acre (vacant lot) w/ 'rule of thumb' +/- 130 spaces per acre: 114 spaces
Priest & assistants:	3	8 spaces (next to church)
Parking:	120 spaces required	114 + 8 = 122 spaces provided
*School & church schedules do not overlap & parking spaces shall suffice for both without conflict		
Auto-stacking:		
	required	provided
40 to 60 students:	4 automobiles required	
+ 20 students:	1 automobile required	
80 students:	5 automobiles required	10 automobiles provided

SEAL

AA26001388

VICTOR J. BRUCE
AR-0017103

370 N.E. 101st Street
Miami Shores, Florida
33138
tel: 305-310-5030
fax: 1-877-408-8280
email: vbruce@ai-associates.net

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Client Approval:
I have reviewed these plans & have been given the opportunity to ask questions about them prior to issue. These plans conform to our requirements. I understand that any modifications to these plans will be an additional service with potential impact on construction cost & scheduling.

accepted
 accepted as noted

signature: _____

date: _____

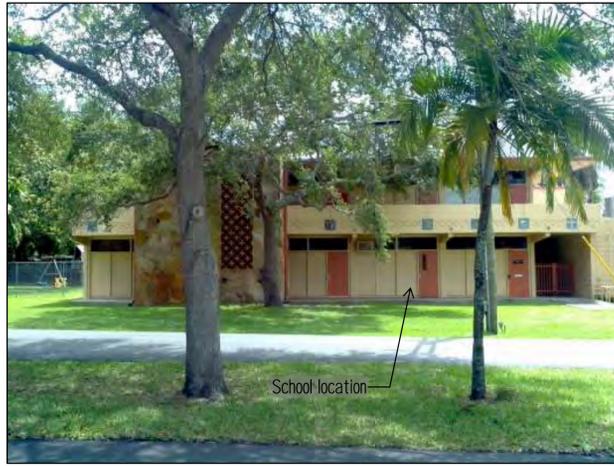
Issue	Description	Date
3	PZB Submittal	06-10-13
2	PZB Review	04-29-13
1	Prelim. Mtg.	04-23-13

Project Name
Biscayne Park School & Early Learning Ctr.
690 NE 113th Street
Biscayne Park, FL 33161

Project Number
0310-biscayne park school

Drawing Title
Site plan & Project description

Sheet number:
A-1



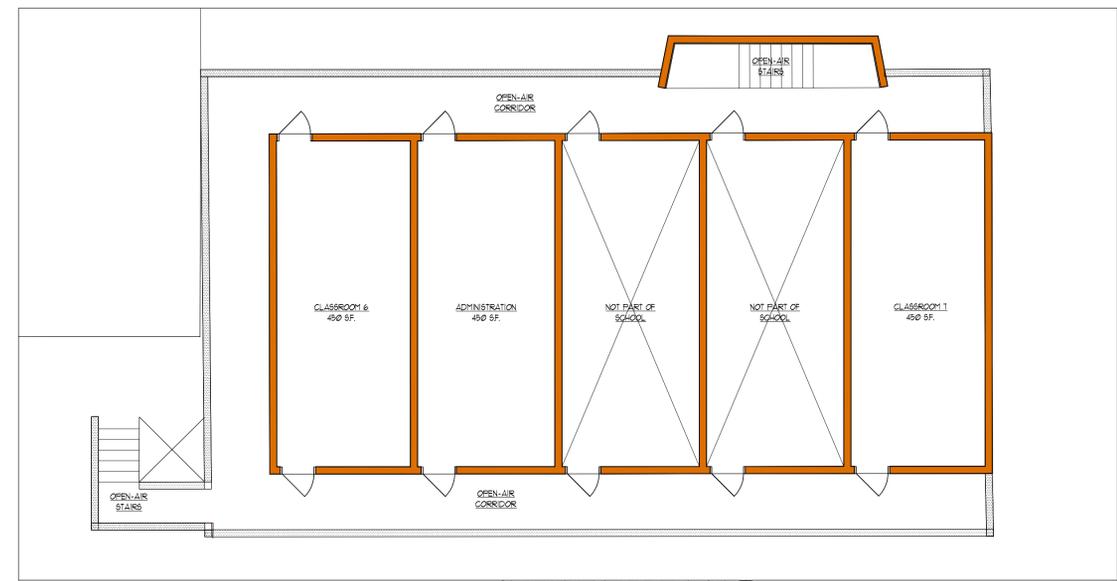
5 EXISTING BUILDING ALONG NE 113th STREET
SCALE: N/A



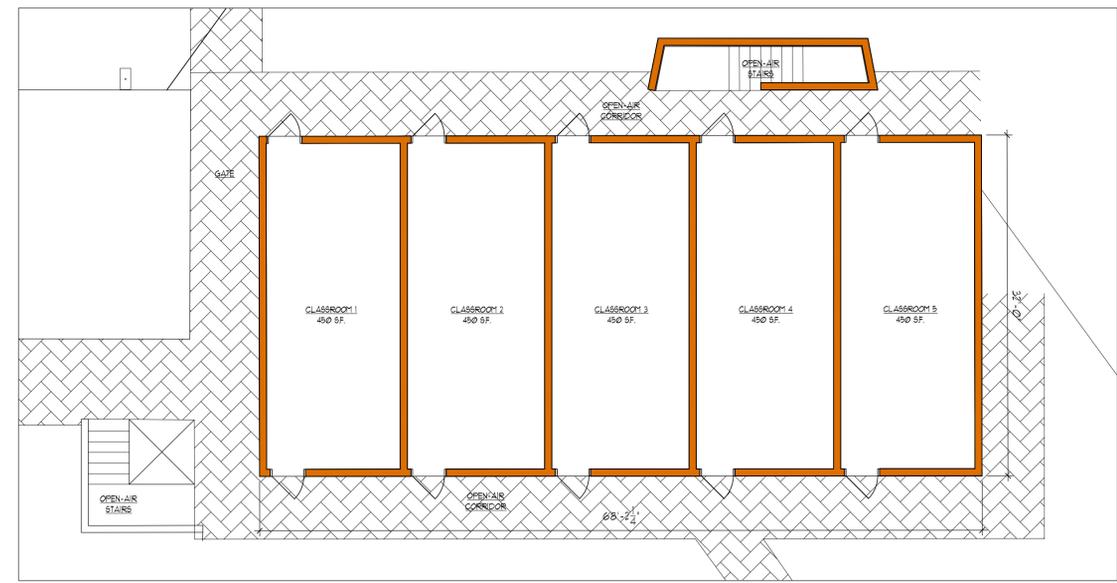
4 LANDSCAPING ON NE 113th STREET
SCALE: N/A



3 LANDSCAPING ON NE 113th STREET
SCALE: N/A



2 SECOND FLOOR PLAN
SCALE: 1/8"=1'-0"



1 FIRST FLOOR PLAN
SCALE: 1/8"=1'-0"

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accepted
 accepted as noted

signature:

date:

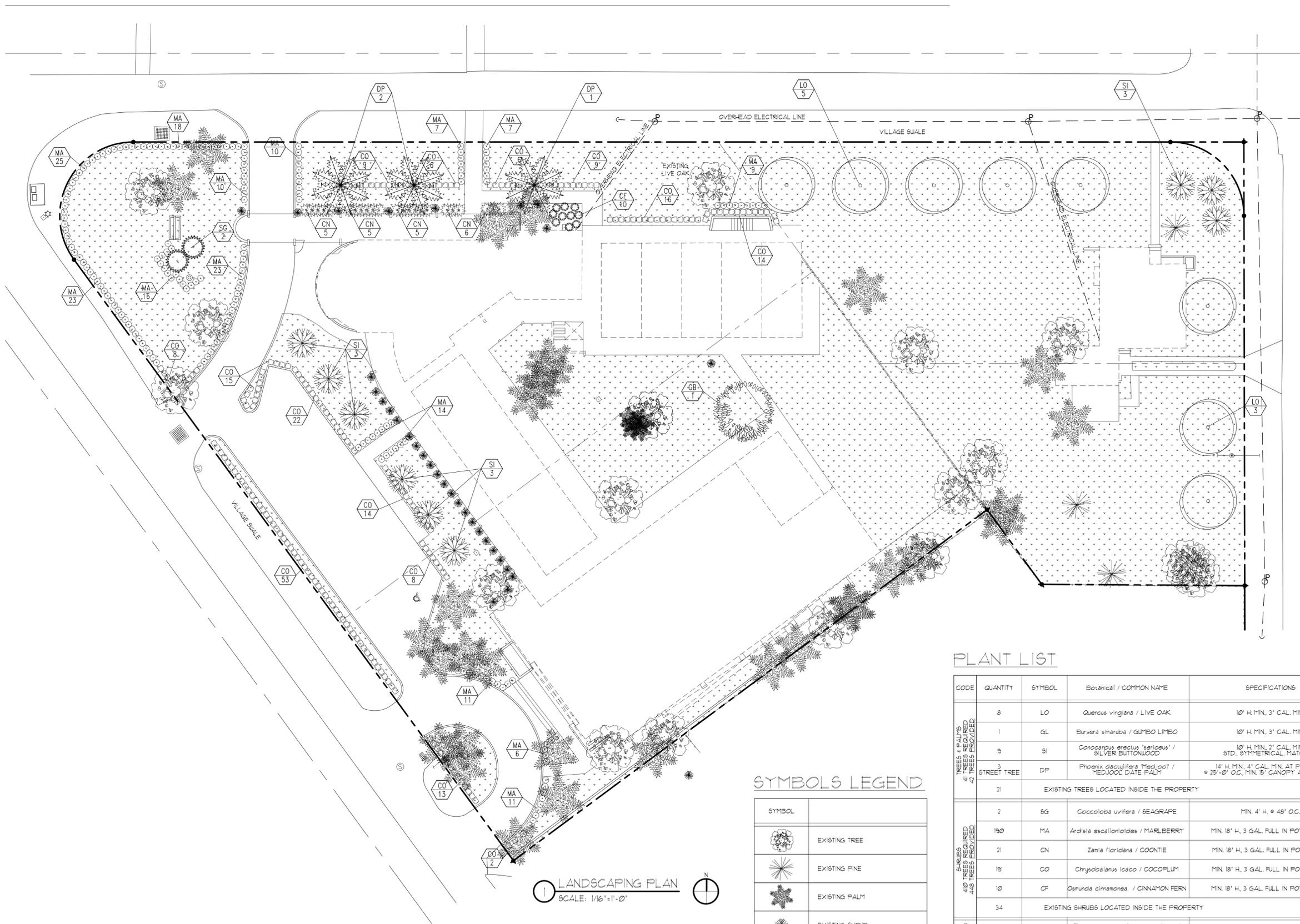
2	PZB Submittal	04-29-13
1	Prelim. Mtg.	04-23-13

Project Name
Biscayne Park School & Early Learning Ctr.
690 NE 113th Street
Biscayne Park, FL 33161

Project Number
0310-biscayne park school

Drawing Title
School Building plans & pictures

Sheet number:



1 LANDSCAPING PLAN
SCALE: 1/16"=1'-0"

SYMBOLS LEGEND

SYMBOL	DESCRIPTION
	EXISTING TREE
	EXISTING PINE
	EXISTING PALM
	EXISTING SHRUB

PLANT LIST

CODE	QUANTITY	SYMBOL	BOTANICAL / COMMON NAME	SPECIFICATIONS	FLORIDA NATIVE	DROUGHT TOLERANT
TREES & PALMS 41 TREES PROVIDED	8	LO	<i>Quercus virginiana</i> / LIVE OAK	10' H. MIN, 3" CAL. MIN.	YES	HIGH
	1	GL	<i>Bursera simaruba</i> / GUMBO LIMBO	10' H. MIN, 3" CAL. MIN.	YES	HIGH
	9	SI	<i>Conocarpus erectus</i> 'sericeus' / SILVER BUTTONWOOD	10' H. MIN, 2" CAL. MIN. STD. SYMMETRICAL, MATCHING	YES	HIGH
	3	DP	<i>Phoenix dactylifera</i> 'Medjool' / MEDJOO' DATE PALM	14' H. MIN, 4" CAL. MIN. AT PLANTING @ 25'-0" O.C., MIN. 15' CANOPY AT MATURITY	YES	HIGH
21	EXISTING TREES LOCATED INSIDE THE PROPERTY					
SHRUBS & PALMS 49 TREES PROVIDED	2	SG	<i>Coccoloba uvifera</i> / SEAGRAPE	MIN. 4' H. @ 48' O.C.	YES	HIGH
	190	MA	<i>Ardisia escallonioides</i> / MARLBERRY	MIN. 18" H., 3 GAL. FULL IN POT, 30" O.C.	YES	HIGH
	21	CN	<i>Zamia floridana</i> / COONTIE	MIN. 18" H., 3 GAL. FULL IN POT, 16" O.C.	YES	HIGH
	191	CO	<i>Chrysobalanus icaco</i> / COCOPLUM	MIN. 18" H., 3 GAL. FULL IN POT, 24" O.C.	YES	HIGH
	10	CF	<i>Omunda cinnamomea</i> / CINNAMON FERN	MIN. 18" H., 3 GAL. FULL IN POT, 36" O.C.	YES	LOW
34	EXISTING SHRUBS LOCATED INSIDE THE PROPERTY					
SOD		SOD	<i>Floridan stenotaphrum secundatum</i> / ST. AUGUSTINE SOD	SOLID SOD	YES	HIGH

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accepted
 accepted as noted

signature: _____

date: _____

2	PZB Submittal	04-29-13
1	Prelim. Mtg.	04-23-13

Project Name
Biscayne Park School & Early Learning Ctr.
690 NE 113th Street
Biscayne Park, FL 33161

Project Number
0310-biscayne park school
Drawing Title
Landscaping plan

Sheet number:

LANDSCAPE CONSTRUCTION NOTES

1. LANDSCAPING TO FOLLOW -FLORIDA FRIENDLY LANDSCAPING- PRINCIPLES & RECOMMENDATIONS.
2. ALL TREE, PALM, SHRUB AND TURF GRASS SPECIES TO BE OF NATIVE ORIGIN TO SOUTH FLORIDA AND/OR FLORIDA.
3. ALL LANDSCAPING SHALL BE EFFECTIVELY SUPPORTED WITH A WATER-CONSERVATION IRRIGATION SYSTEM AS PER THE IRRIGATION STANDARDS IDENTIFIED IN F.S. 313.22(8), WITH AN AUTOMATIC SHUT-OFF FUNCTION, & WITH PURPLE PIPES.
4. SWALE AREAS INSIDE OF THE PROPERTY WILL PROVIDE REUSE WATER FOR IRRIGATION.
5. ALL TREES, EXCEPT STREET TREES, SHALL BE A MINIMUM OF (10) FEET HIGH & HAVE A MINIMUM CALIPER OF (2) INCHES AT TIME OF PLANTING, EXCEPT THAT (30) % OF THE TREE REQUIREMENT MAY BE MET BY NATIVE SPECIES WITH A MINIMUM OF HEIGHT OF (8) FEET & MINIMUM CALIPER OF (1-1/2) INCHES AT TIME OF PLANTING.
6. PALMS WHICH MEET ALL OF THE FOLLOWING REQUIREMENTS SHALL COUNT AS A REQUIRED STREET TREE ON THE BASIS OF (1) PALM PER TREE:
 - A) MINIMUM CANOPY OF (1) FEET AT MATURITY
 - B) PROVIDED AT AN AVERAGE MAXIMUM SPACING OF (25) FEET ON CENTER
 - C) (14) FEET MINIMUM OVERALL OR MINIMUM CALIPER OF (4) INCHES AT TIME OF PLANTING
7. EXISTING TREES REQUIRED BY LAW TO BE PRESERVED ON SITE AND THAT MEET THE REQUIREMENTS OF SECTION 10A-6(C), MAY BE COUNTED TOWARD FULFILLING THE MINIMUM TREE REQUIREMENTS
8. ALL TREES SPECIFIED ARE NATIVE SPECIES & WITH HIGH DROUGHT TOLERANCE & LESS THAN 30% SHALL BE PALMS.
9. 28 TREES REQUIRED PER NET ACRE; 28 X 1.46 ACRES = 41 TREES REQUIRED
10. 10 SHRUBS PER TREE REQUIRED; 41 X 10 = 410 SHRUBS REQUIRED
11. LAWN AREA: 35,487 SF.

PLANT SPECIFICATIONS:

SPECIES & SIZE SHALL CONFORM TO THOSE INDICATED ON THE DRAWINGS. NOMENCLATURE SHALL CONFORM TO STANDARDIZED PLANT NAMES 1943 EDITION. ALL NURSERY STOCK SHALL BE IN ACCORDANCE WITH GRADES & STANDARDS FOR NURSERY PLANTS (4 II), LATEST EDITION PUBLISHED BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES.

ALL PLANTS NOT OTHERWISE SPECIFIED AS BEING FLORIDA FANCY OR SPECIMEN, SHALL BE FLORIDA GRADE NUMBER 1 OR BETTER AS DETERMINED BY THE FLORIDA DIVISION OF PLANT INDUSTRY.

SPECIMEN MEANS AN EXCEPTIONALLY HEAVY, SYMMETRICAL, TIGHTLY KNIT PLANT SO TRAINED OR FAVORED IN ITS DEVELOPMENT THAT FIRST APPEARANCE IS UNQUESTIONABLE AND OUTSTANDINGLY SUPERIOR IN FORM, NUMBER OF BRANCHES, COMPACTNESS AND SYMMETRY.

GENERAL REQUIREMENTS

1. ALL PLANTS SHALL BE FRESHLY DUG, SOUND, HEALTHY, VIGOROUS, WELL BRANCHED, AND FREE OF DISEASES, INSECT EGGS, LARVAE, AND SHALL HAVE ADEQUATE ROOT SYSTEMS. TREES FOR PLANTING SHOULD BE UNIFORM IN SIZE AND SHAPE. ALL MATERIALS SHALL BE SUBJECT TO APPROVAL BY THE ARCHITECT.

2. WHERE ANY REQUIREMENTS ARE OMITTED FROM THE PLANT LIST, THE PLANTS FURNISHED SHALL BE NORMAL FOR THE VARIETY. PLANTS SHALL BE PRUNED PRIOR TO DELIVERY UPON THE APPROVAL OF THE ARCHITECT.

CONTAINER GROWN STOCK

1. ALL CONTAINER GROWN MATERIAL SHALL BE HEALTHY, VIGOROUS, WELL-ROOTED PLANTS, AND ESTABLISHED IN THE CONTAINER IN WHICH THEY ARE SOLD. THE PLANTS SHALL HAVE TOPS WHICH ARE GOOD QUALITY AND IN A HEALTHY GROWING CONDITION.

2. AN ESTABLISHED CONTAINER GROWN PLANT SHALL BE GROWN IN A CONTAINER SUFFICIENTLY LONG ENOUGH FOR NEW FIBROUS ROOTS TO HAVE DEVELOPED SO THAT THE ROOT MASS WILL RETAIN ITS SHAPE AND HOLD TOGETHER WHEN REMOVED FROM THE CONTAINER.

3. PLANT ROOT BOUND IN CONTAINERS ARE UNACCEPTABLE.

MEASUREMENTS

-TREES

1. HEIGHT SHALL BE MEASURED FROM THE GROUND TO THE AVERAGE HEIGHT OF CANOPY. SPREAD SHALL BE MEASURED TO THE END OF BRANCHING EQUALLY AROUND THE CROWN FROM THE CENTER OF THE TRUNK.
2. MEASUREMENTS ARE NOT TO INCLUDE ANY TERMINAL GROWTH. SINGLE TRUNK TREES SHALL BE FREE OF 'V' CROTCHES THAT COULD BE POINTS OF WEAK LIMB STRUCTURE OR DISEASE INFESTATION.

-SHRUBS

1. HEIGHTS SHALL BE MEASURED FROM THE GROUND TO THE AVERAGE POINTS WHERE MATURE PLANT GROWTH STOPS. SPREAD SHALL BE MEASURED TO THE END OF BRANCHING EQUALLY AROUND THE SHRUB MASS.
2. MEASUREMENTS ARE NOT TO INCLUDE ANY TERMINAL GROWTH.

-PALMS

1. CLEAR TRUNK (C.T.) SHALL BE MEASURED FROM THE GROUND AT THE TIME OF INSTALLATION TO THE POINT WHERE THE MATURE AGED TRUNK JOINS THE IMMATURE OR GREEN PORTION OF THE TRUNK OR THE HEAD.
2. OVERALL HEIGHT (O.H.) SHALL BE MEASURED FROM THE GROUND AT THE TIME OF INSTALLATION TO A POINT THREE QUARTERS THE LENGTH OF THE UNOPENED BUD.
3. PALMS WITH MARKED OR BURNED TRUNKS WILL NOT BE ACCEPTED.

-SOIL

1. PLANTING SOIL FOR USE IN PREPARING BACKFILL FOR PLANT PITS SHALL BE ADDED AT A RATE OF 75% TO 25% EXISTING SOIL.
2. THIS SOIL MIX SHALL BE USED IN ALL PLANT PITS EXCEPT PALMS WHICH SHALL BE BACKFILLED WITH CLEAN SAND. PLANTING SOIL SHALL BE FERTILE, FRIABLE, NATURAL TOPSOIL OR LOAMY CHARACTER. IT SHALL BE 40% TO 50% DECOMPOSED ORGANIC MATTER AND SHALL BE FREE FROM HEAVY CLAY, STONES, LIME, PLANTS, ROOTS, OR OTHER FOREIGN MATERIALS OR NOXIOUS GRASSES (SUCH AS BERMUDA OR NUT GRASS) AND NOXIOUS WEEDS. IT SHALL NOT CONTAIN TOXIC SUBSTANCES WHICH MAY BE HARMFUL TO PLANT GROWTH.

COMMERCIAL FERTILIZER

1. FERTILIZER SHALL BE USED IN ALL TYPES OF PLANTINGS, EXCEPT PALMS.

2. GRANULAR FERTILIZER SHALL BE UNIFORM COMPOSITION, DRY AND FREE FLOWING. THIS FERTILIZER SHALL BE DELIVERED TO THE SITE IN THE ORIGINAL UNOPENED BAG, EACH BEARING THE MANUFACTURER'S STATEMENT OF ANALYSIS AND SHALL MEET THE FOLLOWING REQUIREMENTS:

16% NITROGEN, 1% PHOSPHORUS, 12% POTASSIUM PLUS IRON.

3. THE FERTILIZER WILL BE APPLIED AT THE FOLLOWING RATE:

1 GALLON = 1/2 LB. OF 16 / 1 / 12
 3 GALLON = 1 1/2 LB. OF 16 / 1 / 12
 1 1/2 GALLON = 3/4 LB. OF 16 / 1 / 12
 1" & CALIPER = 2 LBS./INCH OF CALIPER
 6" AND LARGER = 3 LBS./INCH OF CALIPER

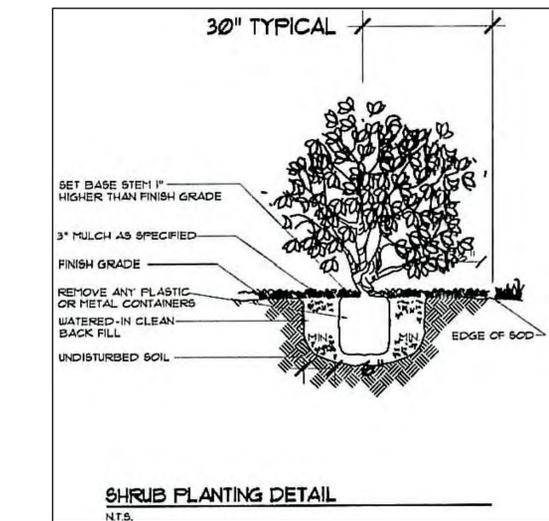
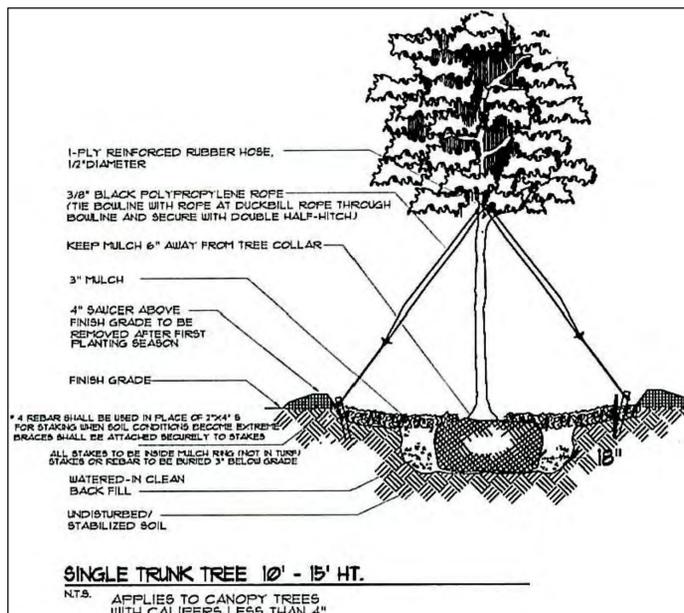
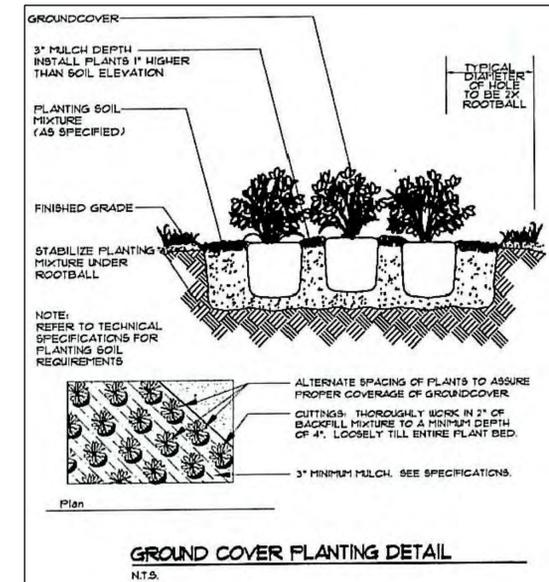
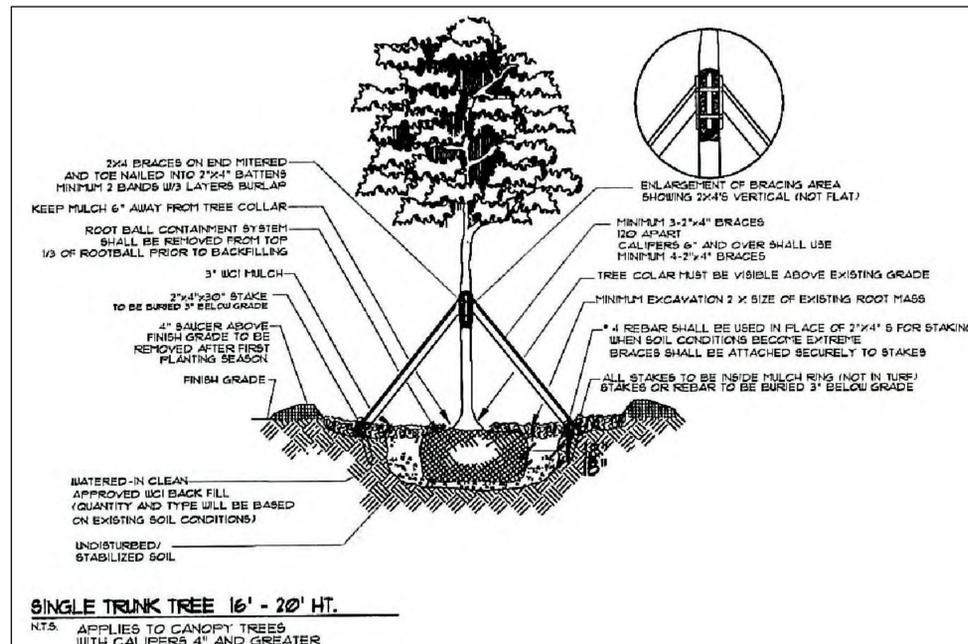
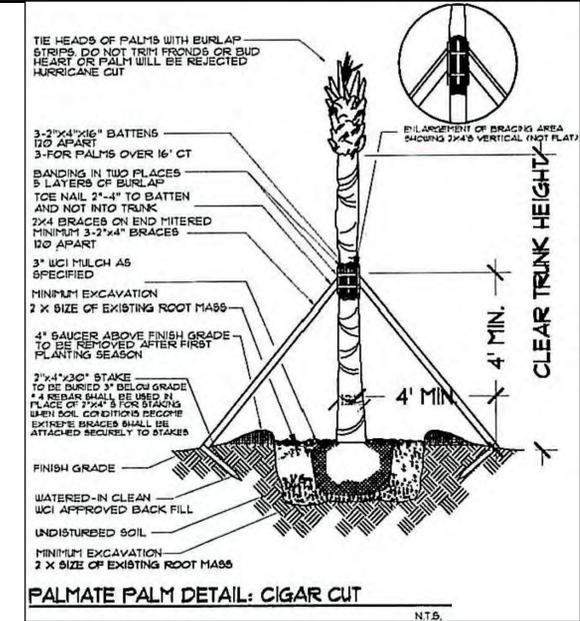
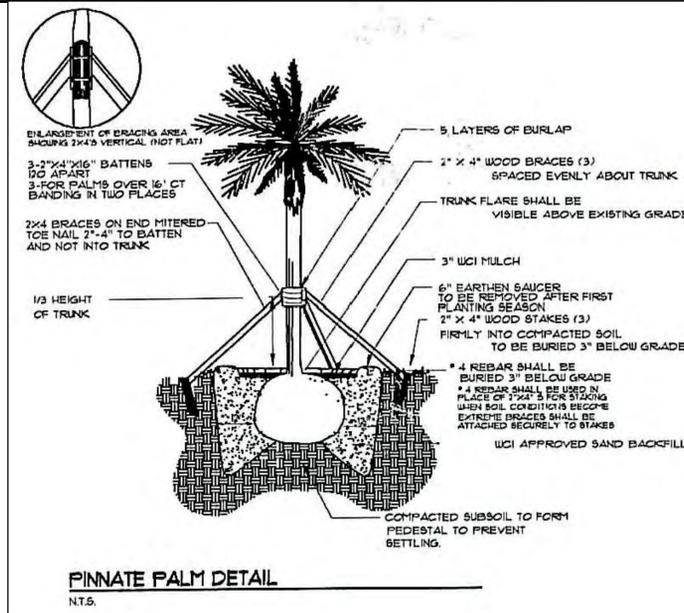
'FLORIDA EAST COAST PALM SPECIAL' WILL BE APPLIED TO ALL PALMS AT INSTALLATION AT RATE OF 1/2 LB. PER INCH OF TRUNK CALIPER UNLESS OTHERWISE SPECIFIED.

MULCH

1. MULCH MATERIAL SHALL BE THREE (3) INCHES OF PINE BARK MULCH OR APPROVED EQUAL.

SUBSTITUTIONS

1. NO SUBSTITUTIONS OF PLANT MATERIAL OR SIZE WILL BE ALLOWED WITHOUT WRITTEN CONSENT OF THE ARCHITECT. B&B MATERIAL WILL NOT BE ACCEPTED AS SUBSTITUTE FOR CONTAINER GROWN MATERIAL UNLESS PREVIOUSLY APPROVED. ALTERNATE SUBSTITUTIONS SHALL BE INDICATED IN BID.



SEAL

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AA26001388

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Client Approval:
I have reviewed these plans & have been given the opportunity to ask questions about them prior to issue. These plans conform to our requirements. I understand that any modifications to these plans will be an additional service with potential impact on construction cost & scheduling.

accepted
 accepted as noted

signature: _____

date: _____

2	P&B Submittal	04-29-13
1	Prelim. Mtg.	04-23-13

Project Name
Biscayne Park School & Early Learning Ctr.
690 NE 113th Street
Biscayne Park, FL 33161

Project Number
0310-biscayne park school

Drawing Title
Landscaping details

Sheet number:

Miami - Dade County, Florida, Code of Ordinances >> PART III - CODE OF ORDINANCES >> Chapter 33 - ZONING >> ARTICLE XA. EDUCATIONAL AND CHILD CARE FACILITIES, NONPUBLIC >>

ARTICLE XA. EDUCATIONAL AND CHILD CARE FACILITIES, NONPUBLIC ¹²¹

[Sec. 33-151.11. Applicability and definitions.](#)

[Sec. 33-151.12. Religious activities.](#)

[Sec. 33-151.12.1. Limitations on the placement of certain private educational facilities.](#)

[Sec. 33-151.13. Zoning district requirements.](#)

[Sec. 33-151.14. Private colleges and universities.](#)

[Sec. 33-151.15. Required information.](#)

[Sec. 33-151.16. Calculation of physical space requirements for multiple-use facilities.](#)

[Sec. 33-151.17. Combination of residential and nonpublic educational facilities.](#)

[Sec. 33-151.18. Physical standards.](#)

[Sec. 33-151.19. Review standards.](#)

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[Sec. 33-151.21. Grandfather clause.](#)

[Sec. 33-151.22. Enforcement.](#)

Sec. 33-151.11. Applicability and definitions.

Provisions of this article relating to day nurseries, kindergartens and after school care as defined herein shall be applicable in the unincorporated areas of Miami-Dade County and specifically in the incorporated areas of Miami-Dade County. No municipality shall adopt physical standards governing day nurseries, kindergartens or after school care that are in conflict with or in addition to the standards contained in this article, whether more or less restrictive than the standards contained herein.

As used in this article, the term "private school" or "nonpublic educational facility" shall mean an institution which provides child care and/or instruction from the infant level through the college level and which does not come under the direct operation and administration of the Miami-Dade County School Board or the State of Florida; only such uses are intended to be controlled by this article and include, but are not limited to, the following:

- (a) *Day nurseries*: Child care for infants and children up to and including age six (6).
- (b) *Kindergartens*: Child care and preschool programs for children ages four (4) through six (6).
- (c) *After-school care*: Child care and recreation for children above the age of five (5) when no formal schooling program is conducted and where the care provided is generally after school, on weekends, school holidays and vacations.
- (d) *Babysitting service for shoppers*: Child care for limited time periods (maximum three (3) hours) provided within a shopping center solely for the convenience of the patrons, and limited to not more than forty (40) children at any one (1) time.
- (e) *Private college/university*: An institution of higher learning beyond the high school level.

- (f) *Family day care homes*: Child care and recreation with a maximum of five (5) children including the day care operator's own children.
- (g) *Private school*: This term as used herein refers to any private institution providing child care and/or instruction at any level from infants through the college level.
- (h) [*Child, student, pupil*.:] The terms "child," "student," "pupil," and their plurals are used interchangeably in this article.
- (i) *Elementary, junior and senior high schools*: References to these schools are to be loosely interpreted to encompass any schools, graded or ungraded, whose students are within the age ranges typically found at these school levels.

(Ord. No. 77-59, § 1, 9-6-77; Ord. No. 86-27, § 1, 4-1-86; Ord. No. 93-126, § 2, 11-16-93)

Sec. 33-151.12. Religious activities.

This article shall not be applicable to facilities used principally for weekend or intermittent nonacademic religious instruction or for the care of children whose parents or guardians are attending religious services or meetings on the premises.

(Ord. No. 77-59, § 1, 9-6-77)

Sec. 33-151.12.1. Limitations on the placement of certain private educational facilities.

- (a) New private elementary, junior and senior high schools, private college, universities and non-agricultural trade schools as well as the expansion of such existing facilities shall be prohibited on sites located outside the Urban Development Boundary (UDB).
- (b) Except as provided in subsection (c) below, the following new private educational facilities and the expansion of such facilities shall be located inside the UDB and spaced from the UDB as follows:
 - (1) Elementary school: ¼ mile inside the UDB.
 - (2) Junior high school: ½ mile inside the UDB.
 - (3) Senior high school: one mile inside the UDB.
 - (4) Private college or university: one mile inside the UDB.
 - (5) Non-agricultural trade school: one mile inside the UDB.
- (c) A proposed new elementary school, junior high school, senior high school, private college, university or non-agricultural trade school, or the expansion of an existing school site, inside but closer to the UDB than indicated in (b) above, may be approved only as a special exception at public hearing, providing that it is demonstrated that within a one-half mile radius of the outer limits of the proposed new school or school expansion site:
 - (1) The lots, parcels or tracts are substantially developed; and
 - (2) There are no other lots, parcels or tracts available for development that meet the requirements of subsection (b) above and that meet all the requirements of sections [33-151.11](#) through [33-151.22](#) of this code.

Approval of such a site shall require that the majority of the subject site and the proposed buildings' ground floor square footage be located in accordance with (b) above, and that the principal buildings and entrances be placed as far from the UDB as possible.

- (d) For purposes of establishing the distances provided by this section, the applicant shall furnish a certified survey from a registered surveyor, as well as a proposed site plan, which shall indicate that the distance requirements of this section have been met.

(Ord. No. 02-46, § 3, 4-9-02)

Sec. 33-151.13. Zoning district requirements.

- (a) All day nurseries, after-school centers, kindergartens and private schools shall meet the requirements included herein and the requirements of the particular zoning district in which they are located if that district is one (1) in which the facility is a permitted use; facilities in other districts shall meet RU-3 requirements.
- (b) Notwithstanding any other provisions of this chapter, office developments in the RU-5, and RU-5A Districts (i) that contain a platted lot of not less than five (5) acres net approved under one (1) site plan, and under one (1) ownership with a recorded unity of title agreement, and (ii) that include day nursery, kindergarten or after school care space, shall be eligible for a floor area bonus of three (3) square feet for each square foot of floor area dedicated to child care use, subject to the following requirements and entitlements:
 - (1) Physical standards for the licensed child care facility shall be as provided in [Section 33-151.18](#) and elsewhere in this article.
 - (2) The outdoor area provided in connection with any licensed child care facility qualifying under this Subsection (b) shall be included in the calculation of open space required to be provided in the zoning district in which the facility is located. As a condition of qualifying for inclusion in the calculation of total required open space, the outdoor area shall be shown in the plot use or site plan required by [Section 33-151.15](#). The required plot use or site plan shall establish (A) direct proximity or protected access between the child care facility and the open area; (B) adequate provisions for safety in the outdoor area; and (C) reasonable provisions for integrating use and enjoyment of the outdoor area both for child care and for other uses at the site.
 - (3) For each square foot of floor area dedicated to child care use under this Subsection (b), an additional three (3) square feet of floor area for uses other than the child care use at the site shall be allowed in calculating the maximum floor area ratio permitted in the zoning district in which the child care facility is provided. As a condition of approving the plot use or site plan required by [Section 33-151.15](#), the Director shall require a recorded covenant establishing (A) the calculations and conditions upon which the additional square footage has been permitted; and (B) restricting the area designated for child care to child care use only.
- (c) Notwithstanding any other provisions of [Chapter 33](#) to the contrary, horses used to provide therapy as a part of the curriculum of private schools primarily dedicated to the education of developmentally disabled children as specified in Section 393.063, Florida Statutes, shall be permitted in conjunction with school use that has been approved in the EU-1, EU-2, GU and AU zoning districts. The number of horses and the location of the accessory structure(s) to house them shall comply with the underlying zoning district regulations.

(Ord. No. 77-59, § 1, 9-6-77; Ord. No. 90-145, § 1, 12-18-90; Ord. No. 09-105, § 1, 11-17-09)

Sec. 33-151.14. Private colleges and universities.

- (A) *Main campus requirements.* Private colleges and universities with sites of thirty (30) acres or less shall meet the minimum standards established herein for high school facilities. Above thirty (30) acres, in addition to said minimum standards, said facilities shall be subject to intensive review by the Department and the County Commission utilizing the study entitled "Physical Standards for Proposed Private Educational Facilities in Unincorporated Miami-Dade County," adopted pursuant to Resolution No. R-633-77.

- (B) *Exception for Satellite Classroom Facilities.* The requirements set forth in subsection (a) above or any other section of this Article shall not apply to satellite facilities either owned or leased by private colleges or universities located in either a shopping center in a BU-2 or more liberal BU district or in an industrial park in an IU-1 or more liberal IU District, where the shopping center or industrial park is not less than twenty-five (25) acres under one (1) ownership of title, unity of title, or a declaration in lieu of unity of title, with an approved plan showing at least 200,000 square feet of building area with facilities for parking for not less than three hundred (300) vehicles. A satellite classroom facility is a permitted use within such a shopping center or industrial park, provided that it satisfies the following requirements: (a) the total cumulative square footage of all satellite classroom facilities located in a shopping center or industrial park shall be less than fifty (50) percent of the square footage of the shopping center or industrial park; (b) the satellite classroom facility shall be located at least five (5) miles away from the main campus of the private college or university; and (c) the total cumulative square footage of the satellite classroom facilities located in a shopping center shall not exceed ten (10) percent of the total cumulative classroom square footage located at the main campus of the private college or university. For the purposes of this subsection (B), distance shall be measured by following a straight line from the front door of the proposed satellite classroom facility to the nearest point of the main campus grounds. All satellite classroom facilities must comply with the parking requirements set forth in [Section 33-124\(1\)\(3\)](#). Applicants for satellite classroom facilities shall submit to the Department an affidavit setting forth the total cumulative classroom square footage located at the main campus of the private college or university. A school bookstore selling both new and used books shall be permitted to operate as an ancillary use in connection with satellite classroom facilities provided that the square footage of such bookstore does not exceed ten (10) percent of the total cumulative classroom square footage located at the shopping center or industrial park. The square footage of such a bookstore shall be included in the total cumulative classroom square footage at the shopping center for the purposes of this subsection (B).
- (C) *Exception for Commuter Colleges/Universities.* The requirements set forth in subsection (A) above or any other section of this article shall not apply to commuter colleges/universities.
- (D) *Exception for Allied Health Care Clinical Colleges/Universities.* The requirements set forth in subsection (a) above or any other section of this article shall not apply to allied health care clinical colleges/universities. An allied health care clinical college/university shall be located on a site containing a minimum lot area of not less than 1 gross acre and a maximum of five (5) gross acres and shall front on a major roadway (three (3) lanes or more). No allied health care clinical college/university shall exceed 30,000 gross square feet in size, of which the clinic shall not exceed 20 percent of the total gross area or a maximum of 3,000 square feet, whichever is less. Prior to building permit issuance, each allied health care clinical college/university shall be subject to an administrative site plan review (ASPR) in accordance with the applicable standards of the district where located, as provided in [Sections 33-245.2, 33-251.5, 33-253.9 and 33-256.8](#) of this code.

(Ord. No. 77-59, § 1, 9-6-77; Ord. No. 95-215, § 1, 12-5-95; Ord. No. 00-55, § 1, 5-9-00; Ord. No. 07-75, § 1, 6-5-07; Ord. No. 09-102, § 2, 11-17-09; Ord. No. 10-08, § 2, 2-2-10)

Sec. 33-151.15. Required information.

All nonpublic educational facilities, as defined in this article, shall submit the following applicable information to the Department for review by the Department.

- (A) *Written information.*
- (1) Total size of the site;

- (2) Maximum number of students to be served;
 - (3) Number of teachers and administrative and clerical personnel;
 - (4) Number of classrooms and total square footage of classroom space;
 - (5) Total square footage of nonclassroom space;
 - (6) Amount of exterior recreational/play area in square footage;
 - (7) Number and type of vehicles that will be used in conjunction with the operation of the facility;
 - (8) Number of parking spaces provided for staff, visitors, and transportation vehicles, and justification that those spaces are sufficient for this facility;
 - (9) Grades or age groups that will be served;
 - (10) Days and hours of operations;
 - (11) Means of compliance with requirements by the Miami-Dade County Fire Department, Miami-Dade County Department of Public Health, the Department of Health and Rehabilitative Services, and any federal guidelines applicable to the specific application.
- (B) *Graphic information, less than fifty (50) students.*
- (1) A detailed plot use plan shall be submitted to the Department of Planning and Zoning, and the same shall be drawn to scale and include dimensions to indicate lot size, street rights-of-way and pavement measured from center line, size of building or buildings, interior floor layout and interior uses, location and size of recreation and/or play areas, location of fences and/or walls that shall enclose recreation and/or play areas; said plans shall include, but not be limited to, off-street parking areas and driveways, walls, fences, signs and landscaping. Landscaping and trees shall be provided in accordance with [Chapter 18A](#) of this Code. The plot use plan shall include a title block giving the name of the project, the title of the person preparing the plan, the date of preparation of the plan and scale of drawings.
 - (2) Other data shall be furnished as requested by the Director where such data may be needed in order to determine that standards as specified in this article have been met.
- (C) *Graphic information, fifty (50) or more students.* The following graphic information shall be prepared by design professionals, such as registered Florida architects and landscape architects, for proposed facilities with fifty (50) or more students.
- (1) A plan indicating existing zoning on the site and adjacent areas.
 - (2) A site plan indicating the following:
 - (a) Location of all structures;
 - (b) Parking layout and drives;
 - (c) Walkways;
 - (d) Location of recreation areas and play equipment which shall include surrounding fences and/or walls;
 - (e) Any other features which can appropriately be shown in plan form.
 - (3) Floor plans and elevations of all proposed structures.
 - (4) Landscape development plan listing quantities, size, and names of all plants in accordance with [Chapter 18A](#) of this Code.

(Ord. No. 77-59, § 1, 9-6-77; Ord. No. 86-27, § 1, 4-1-86; Ord. No. 95-215, § 1, 12-5-95; Ord. No. 95-223, § 1, 12-5-95; Ord. No. 98-125, § 21, 9-3-98)

Sec. 33-151.16. Calculation of physical space requirements for multiple-use facilities.

Where a private educational facility is to be operated in a structure simultaneously used as a residence, church or other facility, the area which will be specifically used for a private school or child care facility during the hours of operation shall be clearly defined. The area so delineated shall be used as the basis for determining physical space requirements as provided in this article. No physical space credit will be given for interior or exterior areas that are not restricted to the school or child care use during the hours of operation of said facility.

(Ord. No. 77-59, § 1, 9-6-77)

Sec. 33-151.17. Combination of residential and nonpublic educational facilities.

No combination of residential use and nonpublic educational facility will be permitted on the same property except as follows:

- (a) A single-family residential use will be permitted in the same building with a nursery or kindergarten use, where the same is used only by the nursery-kindergarten operator.
- (b) In connection with day nursery and kindergarten facilities, a residential unit for a caretaker may be permitted only when the facility operator does not reside on said premises.
- (c) A residential unit will be permitted for a caretaker on the site of an elementary, junior and/or senior high school.
- (d) An existing multifamily apartment building or complex may incorporate a day nursery and/or kindergarten for the accommodation of residents only; provided, that such facility will not be contrary to any site plans previously approved at a public hearing.
- (e) Nonpublic educational facilities may be incorporated into a proposed apartment building or complex, provided said schools are included in the plans submitted for approval at public hearing (in case of apartment complex) and/or for permit (in case of apartment building).

(Ord. No. 77-57, § 1, 9-6-77)

Sec. 33-151.18. Physical standards.

- (a) *Outdoor areas.* Outdoor recreation/play areas shall be in accordance with the following minimum standards, calculated in terms of the proposed maximum number of children for attendance at the school at any one (1) time unless otherwise indicated.

Minimum Standards for Outdoor Recreation Playground/Play Areas

<i>School categories</i>	<i>Required area</i>
Day nursery/kindergarten and preschool and after-school care	45 square feet per child calculated in terms of half of the proposed maximum number of children for attendance at the school at one (1) time
Elementary school (grades 1–6)	500 square feet per student for the first 30 students; thereafter, 300 square feet per student
Junior and senior high school (grades 7–12)	800 square feet per student for the first 30 students; 300 square feet per student for the next 300 students; thereafter, 150 square feet per student

Where there are category combinations, each classification shall be calculated individually.

- (b) *Signs.* Signs shall comply with district regulations as contained in [Chapter 33](#) of the Miami-Dade County Code; provided, however, that the total square footage of all freestanding signs in any residential district shall not exceed six (6) square feet in size.
- (c) *Auto stacking.* Stacking space, defined as that space in which pickup and delivery of children can take place, shall be provided for a minimum of two (2) automobiles for schools with twenty (20) to forty (40) children; schools with forty (40) to sixty (60) [children] shall provide four (4) spaces; thereafter there shall be provided a space sufficient to stack five (5) automobiles.
- (d) *Parking requirements.* Parking requirements shall be as provided in the Miami-Dade County Zoning Code, [Section 33-124\(1\)](#).
- (e) *Classroom size.* All spaces shall be calculated on the effective net area usable for instruction or general care of the group to be housed. This space shall not include kitchen areas, bathrooms, hallways, teachers' conference rooms, storage areas, or any other interior space that is not used for instruction, play or other similar activities. The minimum classroom space shall be determined by multiplying the maximum proposed number of pupils for attendance at any one (1) time by the minimum square footages, (1) through (4) below. Where a private educational facility is nongraded, calculations shall be based on the age level that corresponds to the grade level in the public school system. Where a school includes more than one (1) of the following categories, each category shall be individually computed:
 - (1) Day nursery and kindergarten, preschool and afterschool care, 35 square feet per pupil.
 - (2) Elementary (grades 1—6), 30 square feet per pupil.
 - (3) Junior high and senior high (grades 7—12), 25 square feet per pupil.
 - (4) Baby-sitting service, 22 square feet of room area per child.
- (f) *Height.* The structure height shall not exceed the height permitted for that site by the existing zoning.
- (g) *Trees.* Landscaping and trees shall be provided in accordance with [Chapter 18A](#) of this Code.
- (h) *[Exemptions.]* Baby-sitting services are exempted from the requirements of Subsections (a), (c), (d) and (g), "Outdoor Areas," "Auto Stacking," "Parking" and "Trees," [Section 33-151.18](#). Schools permitted within existing multifamily structures (Subsection (d), [Section 33-151.17](#)) are exempted from Subsections (c) and (d), [Section 33-151.18](#), provided such schools are limited to the occupants of the subject multifamily structures.
- (i) Child care facilities as described in [Section 33-151.11\(a\)](#), (b) and (f), shall be prohibited from operating on property abutting or containing a water body such as a pond, lake, canal, irrigation well, river, bay, or the ocean unless a safety barrier is provided which totally encloses or affords complete separation from such water hazards. Swimming pools and permanent wading pools in excess of eighteen (18) inches in depth shall be totally enclosed and separated from the balance of the property so as to prevent unrestricted admittance. All such barriers shall be a minimum of forty-eight (48) inches in height and shall comply with the following standards:
 - (1) Gates shall be of the spring back type so that they shall automatically be in a closed and fastened position at all times. Gates shall also be equipped with a safe lock and shall be locked when the area is without adult supervision.
 - (2)

All safety barriers shall be constructed in accordance with the standards established in [Section 33-12](#), except that screen enclosures shall not constitute a safety barrier for these purposes.

- (j) *Location requirement for outdoor recreation playground/play areas for Child Care facilities.* Where the front or side street property line of a child care facility as described in [Section 33-151.11](#)(a), (b) and (f), abuts a section line or half section line right-of-way no outdoor recreation playground/play area shall be located between the right-of-way and the building line parallel to the right-of-way. Within two years after the Director mails notice of the requirement of this ordinance all existing child care facilities shall either comply with the foregoing requirement or install a safety barrier from vehicular traffic designed by a professional engineer and approved by the Public Works Department. For any existing child care facility which is required to either relocate its outdoor recreation playground/play area or provide a safety barrier, any resulting reduction in outdoor recreation playground/play area shall be deemed in compliance with the minimum playground/play area requirements of [Section 33-151.18](#)(a). Any such reduction shall also be deemed to be in substantial compliance with any site plan previously approved at public hearing. In event that such a child care facility whose site plan was approved at public hearing seeks to relocate its playground/play area, such relocation shall be subject to approval after public hearing upon appropriate application. No fee shall be charged for such application. This subsection shall not be deemed to allow the future expansion of any child care facility to occur without complying with the requirements of [Section 33-151.18](#)(a). Notwithstanding any thing in the Code to the contrary the provision of this subsection shall apply to Miami-Dade County child care facilities.

(Ord. No. 77-59, § 1, 9-6-77; Ord. No. 86-27, §§ 1, 2, 4-1-86; Ord. No. 90-115, § 1, 10-16-90; Ord. No. 93-126, § 3, 11-16-93; Ord. No. 95-223, § 1, 12-5-95; Ord. No. 01-24, § 1, 2-13-01; Ord. No. 05-16, § 1, 1-27-05)

Sec. 33-151.19. Review standards.

The following review standards shall be utilized by the Department, and, where a hearing is required, by the public hearing body.

- (a) *Study guide.* The study entitled "Physical Standards for Proposed Private Educational Facilities in Unincorporated Miami-Dade County," date 1977, shall be used as a general guide in the review of proposed nonpublic educational facilities; provided, however, that in no case shall the educational philosophy of a school be considered in the evaluation of the application.
- (b) *Planning and neighborhood studies.* Planning and neighborhood studies accepted or approved by the Board of County Commissioners that include recommendations relevant to the facility site shall be used in the review process.
- (c) *Scale.* Scale of proposed nonpublic educational facilities shall be compatible with surrounding proposed or existing uses and shall be made compatible by the use of buffering elements.
- (d) *Compatibility.* The design of the nonpublic educational facilities shall be compatible with the design, kind and intensity of uses and scale of the surrounding area.
- (e) *Buffers.* Buffering elements shall be utilized for visual screening and substantial reduction of noise levels at all property lines where necessary.
- (f) *Landscape.* Landscape shall be preserved in its natural state insofar as is practicable by minimizing the removal of trees or the alteration of favorable characteristics of the

site. Landscaping and trees shall be provided in accordance with [Chapter 18A](#) of this Code.

- (g) *Circulation.* Pedestrian and auto circulation shall be separated insofar as is practicable, and all circulation systems shall adequately serve the needs of the facility and be compatible and functional with circulation systems outside the facility.
- (h) *Noise.* Where noise from such sources as automobile traffic is a problem, effective measures shall be provided to reduce such noise to acceptable levels.
- (i) *Service areas.* Wherever service areas are provided they shall be screened and so located as not to interfere with the livability of the adjacent residential properties.
- (j) *Parking areas.* Parking areas shall be screened and so located as not to interfere with the livability of the adjacent residential properties.
- (k) *Operating time.* The operational hours of a nonpublic educational facility shall be such that the impact upon the immediate residential neighborhood is minimized.
- (l) *Industrial and commercial.* Where schools are permitted in industrial or commercial areas it shall be clearly demonstrated in graphic form how the impact of the commercial or industrial area has been minimized through design techniques.
- (m) *Fences and walls.* Recreation and/or play areas shall be enclosed with fences and/or walls.

(Ord. No. 77-59, § 1, 9-6-77; Ord. No. 86-27, § 2, 4-1-86; Ord. No. 95-223, § 1, 12-5-95)

Sec. 33-151.20. Certificate of use and occupancy.

The certificate of use and occupancy shall be automatically renewable annually by the Department upon compliance with all terms and conditions including maintenance of the facility in accordance with the approved plan.

(Ord. No. 77-59, § 1, 9-6-77; Ord. No. 95-215, § 1, 12-5-95)

Sec. 33-151.21. Grandfather clause.

It is not the intention of this article to require any changes in any nonpublic educational facilities already in existence at the time of the adoption of this article, so long as said uses have been legally established in accordance with existing regulations.

Any nonpublic educational facilities which have heretofore been approved through a public hearing, and are subject to plot use (or site) plan approval, but on which construction has not been commenced, shall have six (6) months from the date of this article to commence construction; otherwise, compliance with this article shall be required.

With the exceptions noted above, all nonpublic educational facilities shall comply with the requirements of this article upon the effective date thereof.

Any proposed minor changes to existing schools that were approved prior to the adoption of this article may be approved by the Director, provided that such modifications do not violate the resolution approved as part of the plan. Such minor changes shall include, but not be limited to, enlargement of the play area, additions, such as storage areas, additional restrooms, and expansion of kitchen facilities.

(Ord. No. 77-59, § 1, 9-6-77; Ord. No. 95-215, § 1, 12-5-95)

Sec. 33-151.22. Enforcement.

In the unincorporated areas, this article shall be enforced by the Director and Team Metro.

- (a) In the incorporated areas, this article shall be enforced by the municipalities.
- (b) Where this article is not enforced within a municipality the County shall enforce the same where authorized through the Director and Team Metro.

(Ord. No. 93-126, § 4, 11-16-93; Ord. No. 98-125, § 21, 9-3-98)

FOOTNOTE(S):

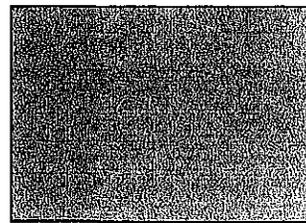
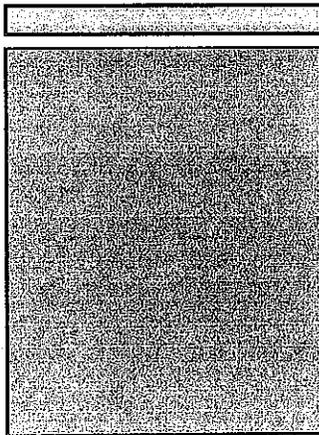
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Editor's note— *Ord. No. 77-59, § 1, enacted Sept. 6, 1977, amended Ch. 33 by adding the provisions included herein; designation as Art. XA, §§ 33-151.11—33-151.21, is at the discretion of the editor. ([Back](#))*

**EXHIBIT “C”
Traffic Study**

Gory Holdings, Inc. DBA Biscayne Park School & Early Learning Center

traffic study



prepared for:
Gory Holdings, Inc.

Traf Tech
ENGINEERING, INC.

June 26, 2013

Traf Tech
ENGINEERING, INC.

June 26, 2013

Ms. Sandi Busta
Biscayne Park School
11173 Griffing Boulevard
Biscayne Park, Florida 33161

Re: **Biscayne Park School & Early Learning Center – Updated Traffic Study**

Dear Sandi:

Traf Tech Engineering, Inc. is pleased to provide you with the results of the updated traffic study undertaken for the proposed Biscayne Park School & Early Learning Center planned to be located at 11173 Griffing Boulevard in the Village of Biscayne Park in Miami-Dade County, Florida. It has been a pleasure working with you on this project.

Sincerely,

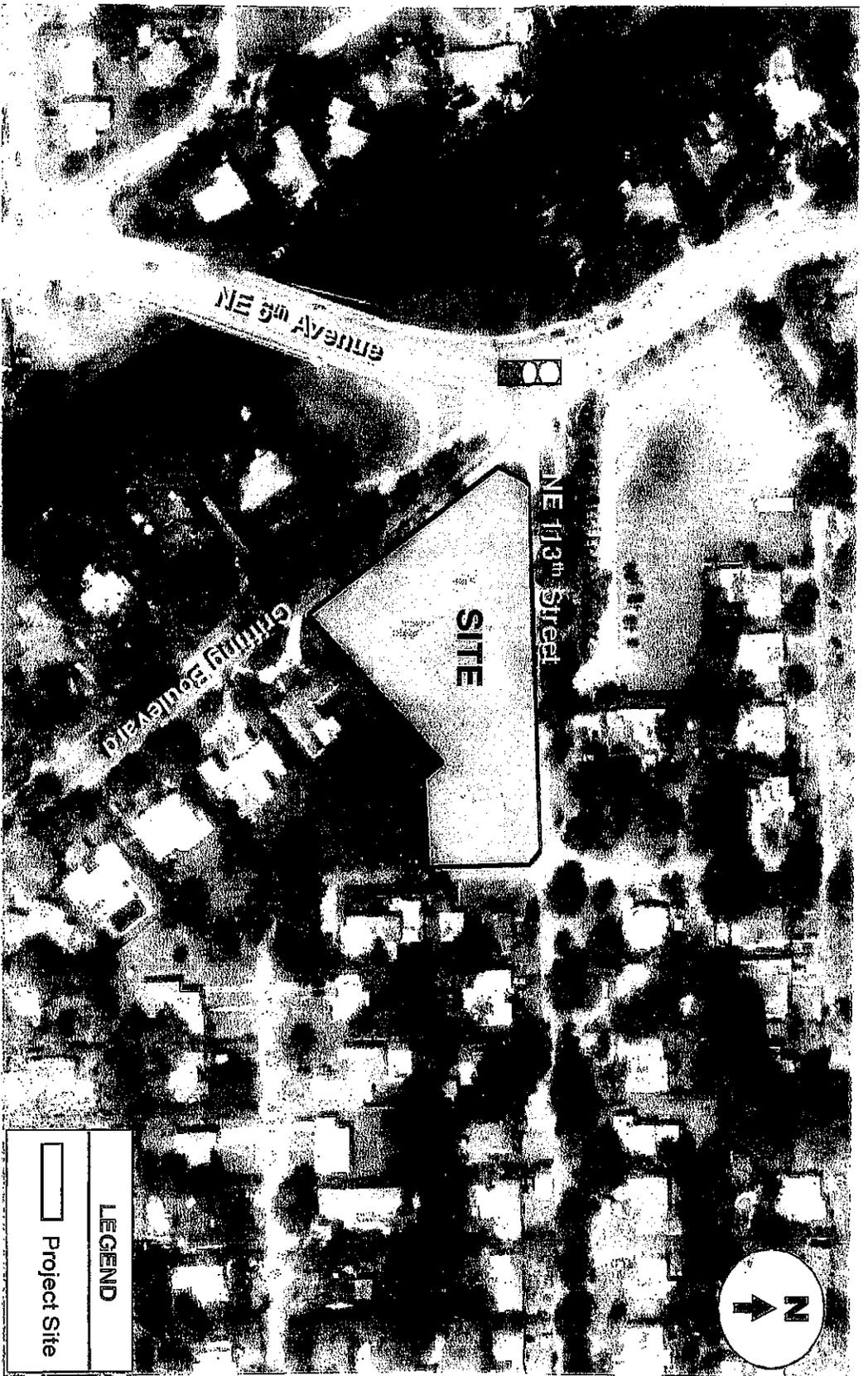
TRAF TECH ENGINEERING, INC.

Joaquin E. Vargas, P.E.
Senior Transportation Engineer

INTRODUCTION

Biscayne Park School & Early Learning Center is a proposed educational facility planned to be located on the southeast corner of the signalized intersection of Griffing Boulevard/NE 113th Street/NE 6th Avenue in the Village of Biscayne Park in Miami-Dade County, Florida. More specifically, the site address is 11173 Griffing Boulevard, Biscayne Park, Florida 33161. The location of the subject school is shown in Figure 1 on the following page. The subject private school is being planned with a maximum population of 80 students encompassing primarily pre-school activities (Ages 6 weeks to 6 years old).

Traf Tech Engineering, Inc. was retained by Gory Holdings, Inc. to prepare a Traffic Study in connection with the proposed educational facility. The traffic study addresses trip generation during the morning and afternoon peak periods, vehicle accumulation, and the anticipated impacts on the surrounding street system.



LEGEND	
	Project Site

FIGURE 1

Biscayne Park School &
 Early Learning Center
 Miami-Dade County, Florida

SCHOOL SITE LOCATION MAP

ENGINEERING, INC.

TRAFFIC OPERATIONS PLAN

Anticipated School Schedule

Monday through Friday, the school doors will open at 7:30 AM -8:45 AM for early arrival students. School starts at 9:00 AM for all students. First pickup time is 12:00 PM. Second pickup time is 2:00 PM. Final pickup time is 6:30 PM. Staff will be at the pick-up/drop-off areas at designated times for arrival and dismissal of children.

With the above school schedule, the school traffic will be spread throughout the school day resulting in a reduction in peak school traffic conditions which will benefit the area street system.

Additionally, the existing church's traffic impacts are de minimus during the School's morning and afternoon peak periods.

Traffic Patterns

The proposed school is surrounded by residential areas. As such, many students will arrive from the many residential homes located in the vicinity of the school site. These nearby students will likely arrive via NE 113th Street, NE 7th Avenue, and Griffing Boulevard.

Additionally, school traffic will primarily arrive via NE 6th Avenue from the north and south. The signalized intersection located at NE 6th Avenue/Griffing Boulevard/NE 113th Street will assign the right-of-way to school traffic arriving at and departing from the Biscayne Park School.

Bus Operations

Biscayne Park School will not utilize buses for the daily transportation of students to and from the campus. Additionally, there are no plans to implement bus service in the future.

Trip Generation

The trip generation for the proposed Biscayne Park School was based on information contained in the Institute of Transportation Engineer's (ITE) *Trip Generation* manual (8th Edition). According to the subject ITE manual, the most appropriate "land use" category for the Pre K school is ITE's Land Use 565 – Day Care Center. The peak periods trip generation rates, given by ITE, are:

AM Peak Hour (Typically Between 7-9AM)

$$T = 0.80 (X) \text{ (53\% inbound and 47\% outbound)}$$

Where T = average AM peak hour vehicle trip ends (school's entering peak) and
X = number of students

PM Peak Hour (Typically Between 4-6 PM)

$$T = 0.81 (X) \text{ (47\% inbound and 53\% outbound)}$$

Where T = average PM peak hour vehicle trip ends (school's exiting peak) and
X = number of students

Table 1 summarizes the trip generation associated with the proposed Biscayne Park School. As indicated in Table 1, the proposed school is anticipated to generate approximately 64 trips (34 inbound and 30 outbound) during the school's entering peak, and approximately 65 trips (31 inbound and 35 outbound) during the school's exiting peak.

TABLE 1 Biscayne Park School & Early Learning Center Trip Generation Summary						
Land Use	Size	Daily Trips	AM Peak Trips ¹		PM Peak Trips ²	
			Inbound	Outbound	Inbound	Outbound
School	80 students	n/a	34	30	31	34

Source: ITE Trip Generation Manual (9th Edition)

¹ According to ITE, AM peak hour typically occurs between 7:00 AM and 9:00 AM.

² Typically occurs between 4:00 PM and 6:00 PM.

Additionally, a review of the traffic concurrency stations located on NE 6th Avenue and NE 125th Street near the school site indicates that ample roadway capacity is available in order to absorb the peak hour traffic impacts generated by Biscayne Park School. Table 2 below presents the traffic concurrency conditions of the nearby traffic count stations.

Station No.	Location	Peak Hour Capacity ³	Peak Hour Trips ⁴	Available Peak Hour Capacity ⁵
1010	NE 6 th Ave – NE 103 St to NE 135 St	4,080	1,654	2,426
1024	NE 124 th St – NE 6 th Ave to NE 7 th Ave	3,100	2,374	726

Source: Miami-Dade County and FDOT (June 13, 2012)

In summary, the proposed Biscayne Park School is projected to generate approximately 65 trips during the PM peak hour. Moreover, ample roadway capacity is available near the project site in order to absorb the additional 65 PM peak hour trips generated by the proposed school.

Appendix A contains the applicable section from Miami-Dade County's Traffic Concurrency System.

Impacts to Emergency Vehicles

As with all traffic using public streets, all school-related traffic is required to yield the right-of-way to emergency vehicles traveling at or near the Biscayne Park School. Hence, the subject school will not affect emergency vehicles traveling along NE 6th Avenue, Griffin Boulevard or nearby local residential streets.

Bicycle Accommodations

A bicycle ramp will be implemented in order to assist with bicycle access to and from the school facility.

³ Maximum level of service capacity.

⁴ Existing traffic volumes plus peak hour trips associated with approved, but not built, developments.

⁵ Peak hour capacity minus total peak hour trips (reserved trips).

Vehicle Accumulation Analysis (ITE Standards)

According to the Institute of Transportation Engineers (ITE) *Parking Generation* (Fourth Edition), the maximum number of parking spaces required for a day-care facility is given by the following equation:

$$P = 0.26 (X) \text{ where}$$

P = maximum number of parking spaces occupied during the peak parking period

X = number of students

It is important to note that the above equation represents the maximum value at the 95% confidence interval as opposed to average conditions.

Using the above equation, the 80 students will require a maximum of 21 parking spaces/vehicle storage during the peak parking period. As indicated on the site plan contained in Appendix B, the church site can accommodate seven (7) parked vehicles (excluding the handicap parking stall). Additionally, the remaining 14 vehicles can be accommodated within the on-site circulation aisle as depicted in the site plan.

Vehicle Accumulation Analysis (Miami-Dade County Standards)

Miami-Dade County practice requires that day-care facilities provide on-site accumulation for each staff member plus 10% of the student population. Since the subject school is anticipated to have up to seven (7) employees, the 80-student Biscayne Park School should have stacking capacity to accommodate 15 on-site vehicles (seven for staff plus 10% of 80 students). Since the on-site accumulation capacity of the subject school can accommodate at least 17 on-site vehicles (refer to Appendix B), Miami-Dade County Accumulation Standards are met for the Biscayne Park School.

APPENDIX A

Miami-Dade County Traffic Count Stations

FDOT TRAFFIC COUNT STATIONS
 *BASED ON 2011 TRAFFIC COUNTS

575	PALMETTO EXPWY (SR 826)	N/O NW 122 ST TO NW 138 ST	8	13480	13607	-27	0	-27		T	E	D	F
576	PALMETTO EXPWY (SR 826)	N/O NW 136 ST TO NW 67 AVE	6	10150	9320	830	0	830		F	D	D	D
577	PALMETTO EXPWY (SR 826)	E/O NW 47 AVE TO NW 37 AVE	6	10150	8465	685	0	685		F	D	D	D
578	PALMETTO EXPWY (SR 826)	W/O NW 27 AVE TO NW 37 AVE	6	10150	10128	22	0	22		T	D	D	D
579	PALMETTO EXPWY (SR 826)	E/O NW 27 AVE TO NW 17 AVE	8	13480	10286	3212	0	3212		F	C	D	C
582	SW 177 AVE/KROME AVE	N/O SW 8 ST TO OKEECHOBEE RD	2	1420	939	481	0	481		F	C	C	C
589	SW 9 ST/TAMIAMI TRAIL	W/O SW 87 AVE/GALLOWAY RD TO SW 107 AVE	A 8	8582	4452	4140	0	4140		F	B	EE	B
592	SW 88 ST/KENDALL DR	E/O SW 110 AVE BE I SW 117 AVE-SW 107 AVE	A 8	6432	4096	2337	15	2322		F	B	EE	B
592	NW 47 AVE	N/O NW 183 ST TO NW 189 ST	A 2	1570	1913	-343	0	-343		T	F	SUMA	F
602	SW 177 AVE/KROME AVE	S/O SW 88 ST/KENDALL DR TO SW 184 ST	A 2	1420	1333	87	10	77		F	C	C	C
603	SW 88 ST/KENDALL DR	E/O PALMETTO EXPWY TO US-1	A 6	8040	2271	5769	78	5890		F	B	E-50	B
604	SW 88 ST/KENDALL DR	E/O SW 78 AVE BET SW 87 AVE-PALMETTO EXPWY	A 6	6180	4664	1616	111	1405		F	D	EE	D
1008	W. DIXIE HWY (SR 909)	S/O NE 125 ST BET NE 118 ST-NE 10 AVE	A 4	3100	984	2136	4	2132		F	C	E	C
1009	NE 6 AVE (SR 815)	N/O US-1 TO NW 103 ST	A 4	4080	602	3478	0	3478		F	C	E-20	C
1010	NE 6 AVE (SR 815)	S/O NE 111 ST BET NE 103 ST-NE 136 ST	A 4	4080	1652	2428	2	2426		F	C	E-20	C
1018	ALTON RD (SR 907)	S/O 51 ST (W BEACH) BET ART GODFREY-COLLIN	A 4	3560	2455	1105	0	1105		F	B	E	B
1023	BROAD CSWY (SR 922)	W/O N. BAYSHORE DR TO US-1	A 4	3400	1398	2002	0	2002		F	C	E	C

FDOT TRAFFIC COUNT STATIONS
 *BASED ON 2011 TRAFFIC COUNTS

1024	NE 125 ST (SR 922)	W/O NE 4 AVE BET NW 7AVE-NE 6 AVE	A 4	3100	2374	726	0	726	F	D	E	D
1025	NW 135 ST (SR 916)	W/O N. MIAMI AVE BET NW 2 AVE-NE 6 AVE	A 4	3400	3677	-277	44	-321	T	F	E	F
1026	NE 135 ST (SR 916)	W/O US-1 TO NE 10 AVE	A 4	3400	1818	1582	-40	1542	F	C	E	C
1048	SW 40 ST/BIRO RD	W/O SW 42 AVE TO PONCE DE LEON BLVD	A 4	4088	3082	986	0	986	F	A	E+20	A
1049	SW 40 ST/BIRO RD	E/O SW 42 AVE BET SW 57 AVE-PONCE DE LEON	A 4	4080	2874	1206	2	1204	F	D	E+20	D
1050	SW 40 ST/BIRO RD (SR 976)	E/O SW 74 AVE FROM SR 826 TO SW 57 AVE	A 8	6180	4120	2060	107	1853	F	D	E+20	D
1053	SW 42 AVE/LEJEUNE RD	N/O PONCE DE LEON FROM SW 40 ST TO US-1	A 4	3720	1868	1852	0	1852	F	D	E+20	D
1057	SW 72 ST/SUNSET DR	E/O PALMETTO EXPWAY TO US 1	A 4	3400	3361	49	3	46	I	E	E	E
1068	SW 72 ST/SUNSET DR	W/O PALMETTO EXPWAY TO SW 87 AVE	A 4	4272	2516	1758	35	1721	F	B	EE	B
1070	SW 72 ST/SUNSET DR	W/O SW 107 AVE TO SW 117 AVE	A 4	4080	2802	1178	0	1178	F	D	EE	D
1074	SW 87 AVE/GALLOWAY RD	N/O SW 12 ST BET SW 8 ST-TAMIAMI	A 4	3400	2506	894	5	899	F	D	SUMA	D
1075	SW 87 AVE/GALLOWAY RD	S/O SW 56 ST/MILLER DR TO SW 72 ST	A 4	3400	2205	1185	36	1153	F	C	SUMA	C
1076	SW 87 AVE/GALLOWAY RD	N/O SW 85 ST BET SW 88 ST-SW 72 ST	A 4	3400	2243	1157	18	1138	F	C	SUMA	C
1077	SW 87 AVE/GALLOWAY RD	N/O SW 132 ST BET US 1-SW 112 ST	A 2	1800	1158	442	9	433	F	C	SUMA	C
1080	SW 88 ST/RENDALL DR	W/O SW 147 AVE SW 152-127 AVE	A 6	6180	3138	3044	549	2495	F	C	EE	C
1089	SW 112 ST	E/O SR 874 BET SW 107 AVE-SW 95 AVE	A 4	3560	2281	1289	180	1109	F	B	D	B
1080	SW 107 AVE (SR 995)	S/O SW 8 ST TO SW 24 ST	A 6	5150	3900	1250	8	1242	F	D	HE	D



Village of Biscayne Park Commission Agenda Report

Village Commission Meeting February 4, 2014

Date:

**Subject: Resolution 2014-11 Legislative
Agenda for the 2014 Legislative
Session**

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

Sponsored By: Commissioner Roxana Ross

Background

Each year the Florida League of Cities (FLC) prepares its Legislative Action Agenda in support of the interests of Florida municipalities. Resolution 2014-11 supports many components of the FLC Legislative Agenda.

Additionally, Staff has reviewed Village programs with potential State funding sources. The following have been identified as Village goals for the 2014 Legislative Session:

- Historic Log Cabin Restoration
- Stormwater Management Master Plan Funding
- Funding for Senior Programs
- Funding for Police Department Tasers

State Representative Daphne Campbell has arranged for meetings between representatives from Biscayne Park and key committee members in Tallahassee. This is an opportunity for the Village to advocate for itself and the projects listed above.

Fiscal/Budget Impact

The resolution was prepared by Staff and will be transmitted by Staff. In the FY2013-2014 budget the Commission approved minimal funds for travel to Tallahassee for the 2014 Legislative Session.

Staff Recommendation

Staff recommends the Commission approve Resolution 2014-11 and authorize the Village Manager and members of the Commission to represent the Village during the 2014 Legislative Session.

Attachments

Resolution 2014-11

2014 Florida League of Cities Legislative Agenda

1
2
3 **RESOLUTION NO. 2014-11**
4

5 RESOLUTION OF THE VILLAGE
6 COMMISSION OF THE VILLAGE OF
7 BISCAYNE PARK URGING MEMBERS OF THE
8 FLORIDA LEGISLATURE TO SUPPORT AND
9 OPPOSE CERTAIN ISSUES DURING THE 2014
10 LEGISLATIVE SESSION; PROVIDING FOR
11 SEVERABILITY; PROVIDING FOR AN
12 EFFECTIVE DATE
13

14 WHEREAS, a majority of Florida’s municipalities are challenged to meet the
15 increasing infrastructure, affordable housing, transportation, service demands and water quality
16 needs of their citizens; and
17

18 WHEREAS, Florida municipalities are dependent on other governmental entities for
19 financial stability; and, municipal self-determination and local self-determination are often
20 under challenge from a variety of public and private interests; and
21

22 WHEREAS, the role and function of municipal government is continually evolving in
23 part due to new demands from its citizens and businesses; and
24

25 WHEREAS, the Florida League of Cities is a champion of municipal home rule and
26 local self-government in Florida, to ensure that government stays close to the people that it
27 serves; and
28

29 WHEREAS, in pursuit of its mission and in concert with 410 member municipalities,
30 the Florida League of Cities each year compiles a list of legislative priorities, starting with
31 general opposition to unfunded mandates;¹
32

33 WHEREAS, the Commission of the Village of Biscayne Park supports the legislative
34 priorities promulgated by the Florida League of Cities for the 2014 legislative as summarized
35 below.
36

37 NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COMMISSION OF
38 THE VILLAGE OF BISCAYNE PARK, FLORIDA, THAT:
39

40 **Section 1:** The Village Commission urges members of the Florida Legislature to act on
41 the following issues during the current legislative session:
42

- 43 a. SUPPORT legislation that protects municipalities’ home rule powers to set and
44 fund municipal employee benefit levels and specifically provides comprehensive
45 pension reform, disability presumption reform and a mechanism for municipalities
46 to revoke their election to participate in the Florida Retirement System. The
47 League also supports legislation that provides municipalities with the flexibility in

¹ An unfunded mandate is defined as “when one government forces another level of government to take some action that spends or reduces revenue, without providing any resources to offset the impact.”

1 the use of insurance premium taxes, as currently interpreted by the Florida
2 Department of Management Services.

- 3
- 4 b. SUPPORT legislation that protects general revenues collected from the
5 communications services tax and the local business tax. These revenues are used to
6 provide essential municipal services, such as public safety and constructing and
7 maintaining roads, bridges, public parks and open spaces. Maintaining a diversified
8 revenue base strengthens the fiscal stability of local governments and improves
9 their ability to serve citizens and businesses.
- 10
- 11 c. SUPPORT legislation addressing water quality and quantity issues that affect the
12 economies of local communities. Specifically, the League supports efforts to
13 revitalize and protect Florida’s springs, aquifers, surface waters and estuaries.
- 14
- 15 d. Recognizing that 89 percent of all businesses in Florida have 12 or fewer
16 employees, SUPPORT legislation that dedicates state economic development
17 resources to small businesses, with an emphasis on technical assistance, access to
18 capital, public infrastructure and urban infill.
- 19
- 20 e. SUPPORT legislation that requires state housing trust fund monies be used
21 exclusively for funding local government affordable housing initiatives. The
22 League also supports improving the Community Development Block Grant
23 program to maintain current funding categories with adequate verification
24 safeguards to ensure grants will primarily benefit low and moderate income
25 families, and supports maintenance of the CDBG advisory committee.
- 26
- 27 f. SUPPORT legislation that preserves local control of transportation planning and
28 provides opportunities for additional revenue options to fund municipal
29 transportation infrastructure projects.
- 30
- 31 g. SUPPORT legislation that provides for a judicious code of ethics for public
32 officials to protect and preserve the public trust; provides a reasoned and balanced
33 manner by which public officials may identify, disclose and resolve (or otherwise
34 avoid) conflicts between public duty and private interests; and recognizes the home
35 rule authority of each municipality to independently adopt more stringent standards
36 for its own public officials.
- 37
- 38 h. SUPPORT legislation that defines and establishes statewide minimum regulatory
39 standards for properties used for “sober home”² purposes and allows for more
40 stringent local regulation of such properties.
- 41
- 42

43 **Section 2:** The Village Clerk is directed to transmit this resolution to the Senate
44 President, Speaker of the House, the Miami-Dade County Legislative Delegation and the
45 Florida League of Cities.

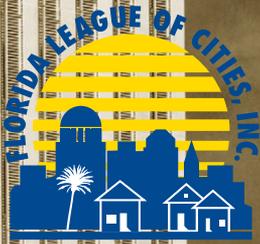
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² “Sober homes” or “halfway houses” provide transitional housing opportunities for individuals with drug or alcohol problems and who are progressing through treatment for substance abuse problems.

FLORIDA

Florida League of Cities

Legislative Action Agenda



The Florida League of Cities is the champion of home rule in Florida. Florida's constitution empowers citizens with the right of local self-government, or home rule. Cities are the embodiment of this right. Cities are formed by citizens and are governed by citizens. They administer the local affairs of the community for the special benefit of the city's residents. The form of government and level of services a city provides are fundamental expressions of home rule. Home rule is why no two cities are alike. Florida's city residents take pride in this diversity and responsibility. Strong home rule powers ensure that government stays close to the people it serves. Intrusion on home rule from the state or federal government undermines the constitutional right of local citizens to govern themselves.

The Florida League of Cities opposes unfunded mandates from any level of government. An unfunded mandate is when one government forces another level of government to take some action that spends or reduces revenue, without providing any resources to offset the impact. Unfunded mandates are the antithesis of government transparency. Mandates conceal the connection between the taxes city residents pay and the services they receive. Unfunded mandates cause local city leaders to be held accountable for decisions made by others who live far away and who are not accountable for the fiscal impact on local taxpayers. The Florida Constitution prohibits unfunded mandates from state government except under certain conditions. This provision was added to the constitution in 1990 after Floridians became fed up with being forced to pay for state programs with local tax dollars. Yet in spite of the clear preference of Florida's residents, unfunded mandates have continued to be passed onto cities by the Legislature.

2014 Florida League of Cities Legislative Action Agenda

MUNICIPAL PENSION REFORM

LEGISLATIVE PRIORITY

The Florida League of Cities continues to **SUPPORT** legislation that protects municipalities' home rule powers to set and fund municipal employee benefit levels and specifically provides comprehensive pension reform, disability presumption reform and a mechanism for municipalities to revoke their election to participate in the Florida Retirement System. The League also supports legislation that provides municipalities with flexibility in the use of insurance premium taxes, as currently interpreted by the Florida Department of Management Services.

BACKGROUND

Municipal Police and Firefighter Pension Plans

Prior to 1999, cities were largely free to bargain with local police and fire unions, or provide for non-unionized police and firefighters, pension benefits that best fit the priorities and needs of the city and its police and firefighters. In 1999, the Legislature amended Chapters 175 and 185, Florida Statutes, relating to city



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police/fire pensions to require additional insurance premium tax revenues (taxes on property and casualty insurance premiums) over a base amount be used to provide only “extra” pension benefits to police officers and firefighters. In aggregate numbers, this mandate has required cities to provide more than \$520 million in new, “extra” pension benefits to police officers and firefighters since 1999. This mandate to keep providing “extra” pension benefits is not sustainable; rather, cities need the flexibility to use insurance premium tax revenues for the current or decreased level of police/fire pension benefits to meet city budget constraints.

Beginning in August 2012, the Department of Management Services (DMS) issued a letter to the City of Naples that reflects a fundamental change in the department’s interpretation on the use of insurance premium tax revenues. Prior to this letter, the DMS had taken the position that if a city reduced any pension benefit below the statutory minimum benefits or below the plan benefits in effect in 1999, the city would be ineligible for future premium tax revenues. In the Naples letter, the DMS’ Division of Retirement acknowledges that its prior interpretation “appears inaccurate.” Since that point, more than 33 municipalities have received similar letters from the DMS.

DISABILITY PRESUMPTION

Currently in Florida, there is a disability presumption for firefighters, law enforcement officers and correctional officers relating to health conditions from heart disease, hypertension or tuberculosis. This means that disability claims under workers’ compensation and disability pension for these health conditions are presumed to be job-related.

FLORIDA RETIREMENT SYSTEM

Municipal participation in the Florida Retirement System (FRS) has been voluntary since 1970.



Approximately 150 municipalities participate in various membership classes, but they make up less than 5 percent of the participants/members of the FRS. FRS membership classes include: Special Risk (Police and Fire), General Employees, Elected Officials and Senior Management. After opting in, current and future employees are compulsory members of the FRS. The last “opt out” for municipalities occurred in 1996 “and was authorized for new employees only.” Approximately 50 municipalities and independent special districts opted out during this window.

CURRENT STATUS

SB 246 (Ring and Bradley) has been filed for the 2014 legislative session. This bill is similar to SB 458 (Ring), which was considered by the Senate during the 2013 session.

Broadly speaking, the bill allows cities to reduce pension benefit levels all the way down to the statutory minimum benefit levels (if the city has a police or fire union this action would have to occur through the collective bargaining process). While the bill provides

very limited flexibility relating to the use of insurance premium tax revenues, it also creates a fairly complex process regarding the use of these tax revenues. Under SB 246, the use of these funds depend on when the amount of insurance premium tax revenues was generated and if the underlying defined benefit plan has either an over or under 80 percent assets-to-liabilities ratio.

In addition, an immediate and problematic effect of the bill is that it would void the current DMS interpretation on the use of insurance premium tax revenues, as reflected in the “City of Naples”- type letters. This DMS interpretation is very favorable to cities, providing them with broad flexibility in negotiating pension benefit levels and use of insurance premium tax revenues. However, a concern with the current DMS interpretation is that it could be challenged, and, under a new governor, the DMS could once again change its interpretation. As noted, a statutory change as reflected in the bill would remove the current DMS interpretation but it would also prevent the DMS from developing a less favorable interpretation of the law in the future.

The police and firefighter unions argue that their members rely on the revenues from the insurance premium taxes to fund the additional pension benefits and, given the 1999 law change, those revenues were promised to them. The League has long maintained those mandated benefit levels required under current law are unsustainable.

COMMUNICATIONS SERVICES AND LOCAL BUSINESS TAX PROTECTION

LEGISLATIVE PRIORITY

The Florida League of Cities **SUPPORTS** legislation that protects general revenues collected from the communications services tax and the local business tax. These revenues are used to provide essential municipal services, such as public safety and constructing and maintaining roads, bridges, public parks and open spaces. Maintaining a diversified revenue base strengthens the fiscal stability of local governments and improves their ability to serve citizens and businesses.

BACKGROUND

Communications Services Tax

In 2001, the Florida Legislature restructured taxes on telecommunications, cable, direct-to-home satellite and related services. This change was called the Communication Services Simplifications Act, which replaced and consolidated seven different state and



local taxes and fees into a single tax that has two centrally administered parts, the state and the local communications services tax (CST). The CST is one of the main sources of general revenue for municipalities. Local governments collect nearly \$800 million every year. These revenues may be used for any public purpose, including pledging the revenues to secure bonds.

Local Business Tax

Currently, a municipality may impose a local business tax for the privilege of engaging in or managing a business, profession or occupation within its jurisdiction. The amount of the tax, as well as the occupations and businesses on which the tax is imposed, is determined by the local government. Local business tax revenues collected by local governments are used to assist funding of services critical to businesses, such as zoning, permitting, code enforcement, and police and fire. Local governments may also use business tax revenues to help fund other vital services, such as economic development programs, presenting a direct benefit to businesses through the marketing of local areas. Many municipalities use the business tax as general revenue funds and have pledged these revenues to secure debt. Collections for municipal local business tax revenues are more than \$120 million every year.

CURRENT STATUS

In 2013, Gov. Rick Scott promised to cut taxes by \$500 million during the 2014 session. Included in that promise is a proposal to reduce the state CST rate. SB 266 (Hukill) would reduce the state CST rate and the direct-to-home satellite rate by 2 percent. It does not include a reduction of the local CST rate, but the bill could have a negative fiscal impact on municipalities due to the distribution formula of some of the state CST and direct-to-home satellite revenues.

Supporters of this proposal say a rate reduction would be beneficial to consumers because the current combined rate of the gross receipts, state and local CST rates is so high.

WATER QUALITY & QUANTITY

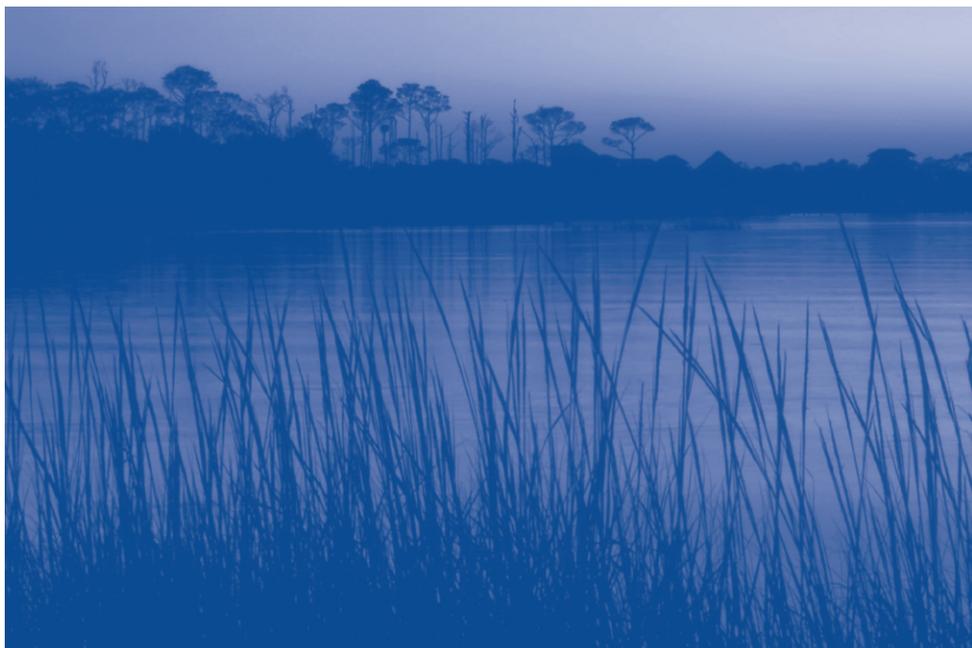
LEGISLATIVE PRIORITY

The Florida League of Cities **SUPPORTS** legislation addressing water quality and quantity issues that affect the economies of local communities. Specifically, the League supports efforts to revitalize and protect Florida's springs, aquifers, surface waters and estuaries.

BACKGROUND

Florida's water policy has evolved significantly as science and technical data have dramatically improved the ability to study groundwaters, surface waters and the sources of pollution in these water bodies. With the evolution of science also inevitably comes revision to the decades old regulatory framework that has evolved into Florida water law. The Florida Water Resources Act of 1972, Chapter 373, Florida Statutes, established a form of administrative water law that brought all waters of the state under regulatory control. The act included provisions for (1) the establishment of a state water regulatory agency and five water management districts (WMDs) that, taken together, encompass the entire state; (2) water planning requirements and (3) a permit system administered by the WMDs regulating water use, well construction, and the storage and management of surface water.

Currently, Florida faces a number of water quality and quantity conundrums. In North Florida, the continued and projected excessive water uses by the State of Georgia threaten entire fishing communities that have built their way of life around the flows of the Apalachicola River. In South Florida, an extraordinary rainy season has highlighted the polluted condition of the waters in Lake Okeechobee and the impact of releasing that impaired water from the lake. Releases of that impaired water to the Caloosahatchee River, the St. Lucie River and the Indian River Lagoon contribute to reduced tourism and have a negative impact on the economies of those cities in close proximity to them.



The state faces a growing water quantity problem due to the withdrawals from the Floridan aquifer and the lack of investment in storage and stormwater infrastructure investment. The Floridan aquifer is one of the largest and most productive aquifer systems in the world. Due to a population surge in the Central Florida region, recent studies show the current amount of water pumped each day from the aquifer can be increased only by approximately 6 percent. Consumptive uses throughout the state have left the aquifer depleted and unable to recharge.

Local governments play an important role in the planning of future water resources by working in cooperation with each of the five WMDs during the regional water supply planning process. Local governments also establish stormwater utilities that manage activities such as flood control, pollution control, permitting, maintenance, inspection and capital construction. Furthermore, cities across the state have adopted a host of ordinances designed to prevent pollution and increase alternative water supplies. While



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cities have many “tools in their toolbox” to ensure a clean and sustainable water resource for their communities, the Legislature continues to pass laws that chip away at local government authority.

CURRENT STATUS

On July 10, 2013, Senate President Don Gaetz announced the creation of the Select Committee on Indian River Lagoon and Lake Okeechobee. The committee, chaired by Sen. Joe Negron, is investigating public policy, funding and other governmental activities affecting the water management of Lake Okeechobee. The committee has held a number of well-attended public meetings to date. Sen. Negron has tasked the South Florida and Southwest Florida Water Management Districts, as well as the general public, to come up with short-term projects that will improve water quality coming from the lake and ensure that the water released will flow through the Everglades as originally intended. Unfortunately, the State of

Florida is at the mercy of the federal government and U.S. Army Corps of Engineers in some regard. The Army Corps of Engineers has federal oversight of the water releases from Lake Okeechobee and the dam that surrounds it.

In 2013, the State of Florida committed \$10 million for springs protection programs. Local government matching funds have increased the amount available for springs protection initiatives to \$37 million. The Florida Department of Environmental Protection (DEP) is using these funds to mitigate the damage from point source pollution from wastewater treatment facilities, to remove wastewater spray fields that are close to spring sheds, and for other strategies that will reduce phosphorus and nitrogen in impaired water bodies. Recently, the DEP requested a budget allocation of \$15 million for springs protection for fiscal year 2014-15.

The Florida League of Cities supports legislation that protects Florida's water bodies through increased funding for the Total Maximum Daily Load program, as well as the Basin Management Action Plan program. The League will continue to fight to protect the home rule authority of cities to adopt local fertilizer ordinances and other regulatory measures to protect the water quality of local waterways. 2014 is likely to be a busy year with multiple pieces of legislation filed that deal with water quality, water quantity and springs protection.

SEPTIC TANKS

LEGISLATIVE PRIORITY

The Florida League of Cities **SUPPORTS** financial and regulatory initiatives that prioritize and encourage properties with septic tanks to connect to centralized sewer systems, especially in areas that impact rivers, estuaries, first magnitude springs and impaired water bodies.

BACKGROUND

Onsite sewage treatment and disposal systems, commonly referred to as septic tanks, are a means of wastewater disposal for roughly 30 percent of Florida's population. Properly designed, constructed and maintained systems protect Florida's ground water, which provides 90 percent of Florida's drinking water. The general problem with septic tanks in Florida is that a large number of these systems are out of date and not inspected or cleaned frequently enough to prevent leaks. In 2002, the U.S. Environmental Protection Agency released a study based on the



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estimates for the per person release of nitrogen a day into residential wastewater systems. The study found that approximately 11.2 grams of nitrogen per person per day were released. Of the 11.2 grams, roughly 70-80 percent originated from toilet wastes, 10-15 percent is from food preparation, and the rest originates from a wide range of ordinary household products.

Increased amounts of nitrogen in surface water bodies can cause eutrophication, which can have detrimental effects to sensitive aquatic ecosystems. Nitrogen sources to the environment include atmospheric deposition, fertilizer from both agricultural and residential land uses, livestock wastewater, municipal wastewater treatment systems, onsite sewage treatment and disposal systems, and stormwater. The combination of these sources adds up to a nitrogen load that could pose a risk to the health of Florida's water bodies.

CURRENT STATUS

Although no bills that directly address septic tanks have been filed, Sen. David Simmons released a draft springs protection bill that, among other things, requires communities within the springshed of 21 predetermined springs to hook septic tank owners into central sewer at no cost to the resident. The bill provides a reimbursement for the local government through the documentary stamp tax revenues.

ECONOMIC DEVELOPMENT

LEGISLATIVE PRIORITY

Recognizing that 89 percent of all businesses in Florida have 12 or fewer employees, the Florida League of Cities **SUPPORTS** legislation that dedicates state economic development resources to small businesses, with an emphasis on technical assistance, access to capital, public infrastructure and urban infill.

BACKGROUND

According to the U.S. Bureau of Labor and Statistics, as of October 2013, Florida's unemployment rate is 6.7 percent, compared to 3.2 percent in 2006. While this rate of unemployment is an improvement from last year's 8.9 percent, Florida's economy has still not fully recovered. These high unemployment figures have motivated the Florida Legislature to focus intensely on economic development as a way to restart Florida's economic engine and create more jobs for Floridians. Getting Florida back to work continues to be a major focus of Gov. Rick Scott, who pledged to create 700,000 permanent Florida jobs during the seven-year period from 2010-2017. One of the measures enacted to achieve this job creation goal was the creation of a new agency,



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the Florida Department of Economic Opportunity. This agency is charged with coordinating economic development efforts to ensure Florida has a thriving climate for businesses that seek to start, relocate or expand in Florida.

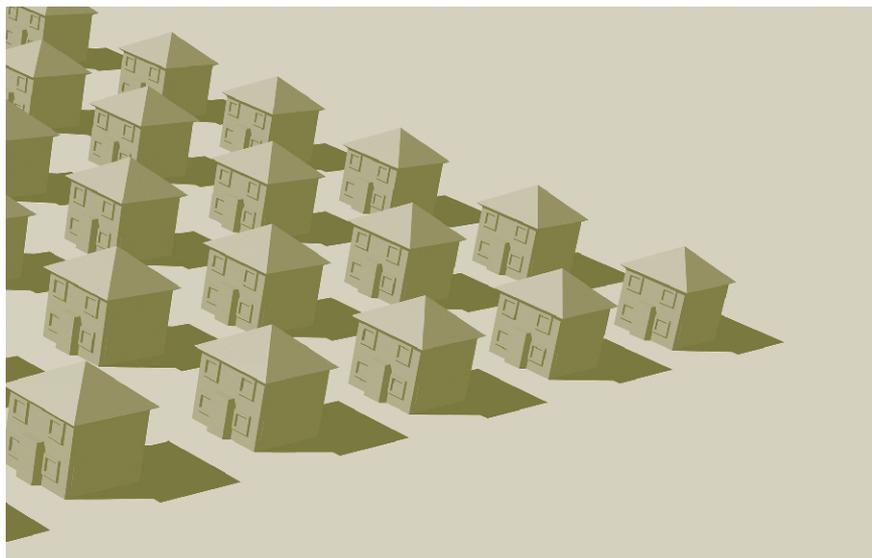
In 2013, Gov. Scott's agenda focused on stimulating economic growth by streamlining business permitting, providing tax relief for manufacturers, reforming Florida's unemployment system, offering stability to Florida's businesses by balancing the budget without raising taxes, and prioritizing science, technology, engineering and mathematics (STEM) education in the state. Legislative efforts relating to economic development have also focused on creating greater accountability and transparency of taxpayer-funded incentives.

There is significant evidence showing that the bulk of job opportunities are created by small- to medium-size businesses, not large corporations. According to the U.S. Small Business Administration (SBA), 89 percent of all businesses in Florida have 12 or fewer employees. Not every city in Florida is the base of operations for a large corporation, but every city in Florida is the home to a host of small businesses.

Small-business owners are the backbone of Florida's economy, but they are often overlooked or do not qualify for existing economic development incentives. Rebuilding Florida's economy should be a "bottom up" process that starts with local economic development and efforts to retain and grow small businesses.

CURRENT STATUS

Economic development continues to be an important focus for the Florida Legislature, the governor and other important and influential stakeholders. Florida's cities will continue to work with these entities by developing partnerships and collaborations and providing counsel on how best to accomplish the task of rebounding Florida's economy.



HOUSING AND SMALL CITIES COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM (CDBG)

LEGISLATIVE PRIORITY

The Florida League of Cities **SUPPORTS** legislation that requires state housing trust fund monies be used exclusively for funding local government affordable housing initiatives. The League also supports improving the Community Development Block Grant program to maintain current funding categories with adequate verification safeguards to ensure grants will primarily benefit low- and moderate-income families, and supports maintenance of the CDBG advisory committee.

BACKGROUND

Florida's housing market has been one of the hardest hit in the country, and Florida's cities have been at ground zero. Cities have not only had to face a record number of foreclosures, but they have also encountered a decline in funding for affordable housing programs.

In 1992, the Sadowski Act created a dedicated funding source for affordable housing programs. An increase in the documentary stamp tax paid on all real estate transactions funds the state and local housing trust funds. From those funds, 70 percent is directed to all 67 counties, and Florida's so-called "entitlement cities," to fund the State Housing Initiative Partnership (SHIP) program. The remaining 30 percent of the funds are used by the Florida Housing Finance Corporation for programs such as the State Apartment Incentive Loan (SAIL) program.

SHIP funds can be used for rehabilitation/renovation of existing vacant homes to transform neighborhoods into vibrant communities. In addition, SHIP funds can be used for down payment and closing cost assistance and may be used to rehabilitate existing low-income apartments or construct new units for very low-income families.

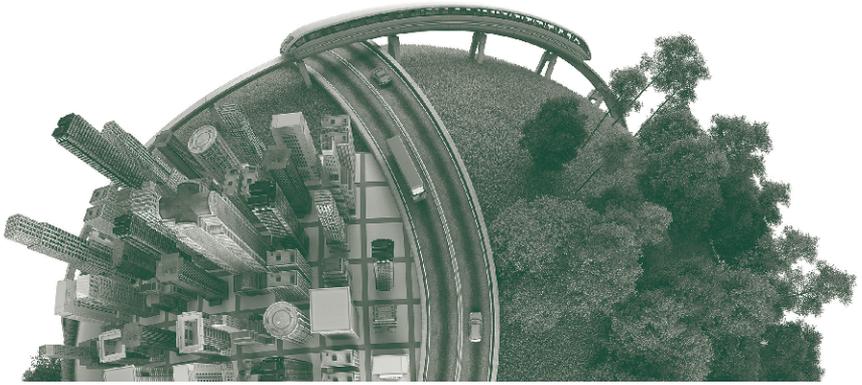
The Florida Small Cities Community Development Block Grant (CDBG) program is intended to provide the necessary means for municipalities to develop, preserve, redevelop and revitalize Florida's cities. The Small Cities CDBG program provides federally funded grants on a competitive basis to eligible municipalities in order to serve low- and moderate-income families. To be eligible for participation in the program, cities must have a population of less than 50,000. Competitive grants can be awarded to assist with housing rehabilitation, water and wastewater improvements, and economic development projects that create jobs. For fiscal year 2012-13, Florida received more than \$22 million in Small Cities CDBG funding. Florida's Department of Economic Opportunity (DEO) administers this federally funded program.

CURRENT STATUS

An estimated \$261.775 million will be appropriated into the state and local housing trust fund for fiscal year 2014-15. For the last four years, the Florida Legislature has used these trust fund monies to brace budget shortfalls rather than fund the SHIP and

SAIL housing programs. For the first time since 2009, analysts are projecting a state budget surplus of three quarters of a billion dollars for the 2014-15 fiscal year. With no budget shortfalls, it is critical that the housing trust fund monies be used for their intended purpose this year. If projected housing funds are fully invested into Florida's local government housing programs, it is estimated these funds can create 26,400 jobs and have a \$2.7 billion in positive economic development impacts for Florida's cities. The Sadowski Housing Coalition, a nonpartisan coalition of 26 diverse statewide organizations, strongly supports having a dedicated revenue source for Florida's affordable housing programs.

The DEO plans to file legislation making several statutory revisions to the Small City CDBG program in order to reduce outdated, burdensome or restrictive requirements. Legislation drafted by the DEO in cooperation with the League and other stakeholders directs the DEO to maintain grant activities in four statutory categories: housing rehabilitation, economic development, neighborhood rehabilitation and commercial rehabilitation. The draft legislation was revised to retain statutory authorization for an advisory council, a compromise that was suggested by the League's Growth Management and Economic Development Policy Committee. The League believes that maintaining an active advisory council composed of municipal members is critical to allowing cities to provide feedback on future changes to the program and strengthen the relationship between cities and the DEO.



TRANSPORTATION FUNDING

LEGISLATIVE PRIORITY

The Florida League of Cities **SUPPORTS** legislation that preserves local control of transportation planning and provides opportunities for additional revenue options to fund municipal transportation infrastructure projects.

BACKGROUND

Municipalities have limited revenue options for funding transportation projects. A major portion of transportation funding flows to municipalities through the state and federal governments. Much of that funding is generated through a tax on gasoline. Recent data has shown that gas tax revenue at both the state and federal levels has decreased dramatically. A significant amount of the decrease in revenue is due to an increase in the number of fuel efficient vehicles on the road. More fuel efficient vehicles means less gas is being purchased, causing lower gas tax revenues. Unlike other tax revenue that will increase once the economy improves, as vehicles will only become more fuel efficient, gas tax revenue is forecasted to continue to decrease over time. To compound the problem, the federal gas tax was last increased in 1997, the state gas tax in 1943, the county gas tax in 1941 and the municipal gas tax in 1971. None of these taxes are indexed for inflation.

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The lack of options for municipalities to increase revenue to fund local transportation projects further compounds the problem. For example, charter counties may hold a referendum on whether to impose up to a 1 percent sales tax to fund transportation infrastructure projects. Municipalities lack such authority. This can be problematic when there are disparities between the transportation needs of municipalities versus those of the more rural areas of the county at large. For example, a referendum was held in Hillsborough County to enact such a tax and it was defeated countywide. However, if the election results are broken down by municipality, the residents of Tampa actually voted to approve the tax. Extending such options to municipalities would allow greater flexibility to fund their unique transportation needs.

CURRENT STATUS

There seems to be a general consensus that Florida's transportation infrastructure is badly in need of increased funding and modernization, or alteration, of the current tax structure. During the 2013 legislative session, both the secretary of the Florida Department of Transportation (DOT) and the executive director of the Florida Metropolitan Planning Organization Advisory Council gave a presentation to the House and Senate Transportation committees highlighting the current and future problems of transportation funding facing governments at all levels. The Florida Transportation Commission is also in the process of studying the issue and reviewing alternatives to the existing per-gallon tax on gasoline. No bills were filed during the 2013 session that would have directly affected the existing revenue stream devoted to transportation. However, the DOT work program was fully funded for the 2013-14 fiscal year. Throughout his term, Gov. Rick Scott has emphasized the importance of transportation to Florida and the state's economy. The support of the executive branch and the increasing awareness of the transportation revenue problem may lead to the issue being addressed in the 2014 session.



ETHICS

LEGISLATIVE PRIORITY

The Florida League of Cities **SUPPORTS** legislation that provides for a judicious code of ethics for public officials to protect and preserve the public trust; provides a reasoned and balanced manner by which public officials may identify, disclose and resolve (or otherwise avoid) conflicts between public duty and private interests; and recognizes the home rule authority of each municipality to independently adopt more stringent standards for its own public officials.

BACKGROUND

The state code of ethics provides a framework for the actions and activities of state and local government officials. The code covers various areas, including conflicts of interest, gifts, financial disclosure and other standards of conduct. Failure to comply with the state code of ethics can subject an individual to civil or criminal penalties, depending upon the severity of the violation.

Many officials seek guidance on complying with ethics standards from the attorney to the officials' governmental entity. Officials who act in compliance with the attorneys' advice should be provided with a "safe harbor" from alleged ethics violations. Also, the ethics complaint process should not be used solely to further political or other unfounded purposes, and anyone filing a false ethics complaint with a malicious intent to injure the reputation of an official should be subject to a penalty.

Current law allows a political subdivision to adopt at the local level more stringent ethics standards than those provided under the state code of ethics. However, one political subdivision should not be authorized to adopt more stringent ethics standards for officials of a different political subdivision.

CURRENT STATUS

To date, no bills have been filed relating to local ethics standards, but League staff expects legislation to be filed on the issue in the coming months.

SOBER HOMES

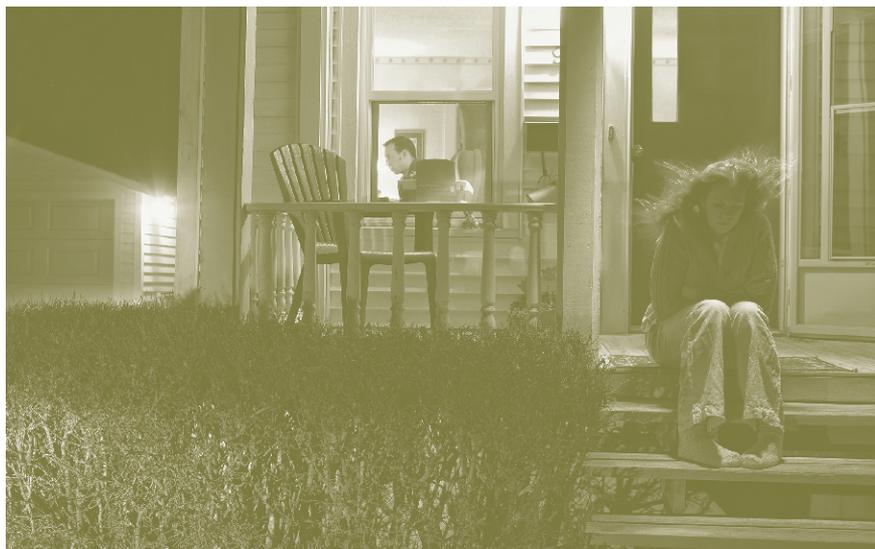
LEGISLATIVE PRIORITY:

The Florida League of Cities **SUPPORTS** legislation that defines and establishes statewide minimum regulatory standards for properties used for “sober home” purposes and allows for more stringent local regulation of such properties.

BACKGROUND

“Sober homes” or “halfway houses” for individuals with drug and alcohol problems have been around for decades and provide needed transitional housing opportunities for people who are progressing through treatment for substance abuse problems. Several cities in Florida have been experiencing increasing problems with sober homes. These homes are marketed as places where recovering addicts can come to “sober up” and be slowly phased back into society while getting treatment for their addiction. Lately, however, cities have seen a proliferation of self-proclaimed “sober homes” that are run by unscrupulous landlords who are exploiting patients in order to make a profit. The *Tampa Bay Times* recently wrote a series of articles describing some of the problems these unregulated facilities are causing for both patients and non-patients in cities across the state.

The investigation into sober homes by *Tampa Bay Times* senior correspondent Susan Taylor Martin uncovered a multitude of problems. Without licensing requirements, state regulations or oversight setting minimum operating standards, many sober homes operate in the shadows and are often “fly-by-night”-type facilities. The *Times* article reported that “....in some homes, residents are housed two to three to a room. This is a lucrative business if each person pays \$500 per month, meaning a three-bedroom house with two residents per bedroom can bring in \$3,000 per month. But residents don’t get what they pay for.”



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With no regulation from government agencies, setting up a sober home is as easy as renting a house to a few residents who pledge to live in sobriety and attend support groups. The operators of these illegitimate sober homes often advertise on the Internet as offering treatment onsite or providing transportation to offsite treatment facilities. Once residents arrive, they find that no treatment is offered and there is very little oversight by the owners of the sober home. Instead, residents are free to do whatever they choose, which for many means to hit the streets to find drugs or alcohol (one Delray Beach home was attached to a bar, so its residents don't have to go too far). Law enforcement officials have seen increases in crime and homelessness in neighborhoods where these sober homes have located. Residents of these neighborhoods have reported an increase in burglaries, panhandling and even some instances where the sober home operators are openly using or selling drugs out of the sober home.

As a result of the lack of uniform state standards or regulations for sober homes, there are some houses that are nothing more

than a group of individuals living together abiding by self-imposed rules of sobriety, while other houses are operating just shy of administering treatment onsite and flying under the radar of the Florida Department of Children and Families (DCF) because they are not “formally affiliated with” a “licensed service provider.” (Those houses that are affiliated with a licensed service provider are currently required to be licensed by DCF, while homes not affiliated with a licensed service provider are not required to be licensed by DCF.) Therefore, the League will be supporting efforts to clearly define sober homes in statute and allow for the regulation of these facilities. Sober homes will continue to be a problem for cities and law enforcement in Florida until the Legislature places minimum operating standards for these places into statute.

SB 738 (Clemens) and HB 1089 (Grant) were filed to address the sober home issue in 2013, but both bills died in committee. There was language inserted into SB 1500, the General Appropriations Act, requiring the DCF to study the possible licensure of sober homes in Florida. The DCF held three public hearings during the summer and submitted a report to the president of the Senate, the speaker of the House and the governor on October 1, 2013. The report listed what other states are doing in regard to sober home regulation, or the lack thereof, but ultimately concluded that further study of the issue was needed prior to making recommendations.

STATUS

To date, no bills have been filed that deal with sober homes, but League staff expects legislation to be filed on the issue in the coming months.



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VACATION RENTALS

LEGISLATIVE PRIORITY

The Florida League of Cities **SUPPORTS** legislation that repeals the state preemption of the regulation of vacation rental properties in order to allow local governments to regulate such properties to protect the health and welfare of their residents, visitors and businesses.

BACKGROUND

In 2011, the Florida Legislature passed HB 883, which preempted local governments from regulating vacation rentals. Proponents of the bill claimed that city ordinances regulating vacation rentals were too restrictive, eroded private property rights and discouraged investment in the housing market. Cities throughout Florida had seen developers encroaching on residential neighborhoods with commercial development, replacing existing houses with very large houses meant only for renters. These large vacation rentals were essentially operating as hotels in residential neighborhoods. As a result, cities across the state rightfully attempted

to regulate them as such. They began regular inspections and imposing other regulations, such as parking or fire code standards. Hotels pay bed taxes and are zoned as commercial properties; vacation rentals are not. Cities mentioned that too little oversight could expose guests to dangerous situations, create unfair competition in the tourism industry, and rob the state and local governments of tax dollars.

Late in the 2011 session, provisions were added to HB 883 that allowed cities with vacation rental ordinances in place by June 1, 2011, to retain those ordinances. While this “grandfather” provision helped, new problems have emerged with vacation rentals and many cities are reluctant to amend their ordinance out of fear of voiding their existing ordinance.

CURRENT STATUS

The Florida League of Cities testified in opposition to the preemption bill during the 2011 legislative session and argued that the legislation would make it impossible for cities to craft solutions to local problems associated with these properties. To date, no bills have been filed dealing with vacation rentals, but Sen. John Thrasher and Rep. Travis Hutson were recently quoted in various newspaper articles as saying that they will be filing bills this year to remove the preemption from state law.

2014 Key Dates*

February

- 11-12** Federal Action Strike Team (FAST)
Fly-in to Washington, D.C.
-

March

- 4** Legislative Session Convenes
 - 8-12** National League of Cities Congressional City Conference
Washington, D.C.
-

April

- 1-2** Florida League of Cities Legislative Action Days
Tallahassee
-

May

- 2** Last Day of Regular Session
-

August

- 14-16** Florida League of Cities Annual Conference
Hollywood, FL
-

November

- 13-14** Florida League of Cities Legislative Conference
Orlando

*dates subject to change

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This brochure reflects the priorities of 410 municipalities, as prepared by the five legislative policy committees and adopted by the full membership at the Florida League of Cities 53rd Annual Legislative Conference on November 22, 2013, in Orlando.

2013-2014 Officers

President

Councilman P.C. Wu, Pensacola

First Vice President

Mayor Lori C. Moseley, Miramar

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Mayor Matthew Surrency, Hawthorne

The Florida League of Cities, Inc., formed in 1922, represents the municipalities of Florida. Its mission is to concentrate the influence of all city, town and village officials upon other policymaking bodies for the purpose of shaping legislation and public policy, sharing the advantages of cooperative action, and exchanging ideas and experiences.

For more information on the League's legislative initiatives, please contact:

Florida League of Cities

P.O. Box 1757

Tallahassee, FL 32302-1757

Phone: (850) 222-9684

Fax: (850) 222-3806

Visit the League's website at
www.floridaleagueofcities.com.



Village of Biscayne Park Commission Agenda Report

Village Commission Meeting Date: February 4, 2014

Subject: Preparation of Minutes
Resolution 2014-12

Prepared By: Maria C. Camara, Village Clerk

Sponsored By: Staff

Background

At the January 7th, 2014, commission meeting, it was decided that minutes for commission meetings are to be prepared in a summary format which includes only the general topic, relevant information as determined by the Clerk, and what action was taken concerning the topic.

It was further recommended that the change to summary minutes be done when video recordings of commission meetings become available through the Village's website. As of January 24th, a new feature is available on the website called "Video on Demand". Visitors to our website can click on posted videos and view the entire commission meeting on their computer at any time. We have started posting videos starting with October 2013 and forward.

Staff Recommendation

Approval of Resolution 2014-12 which provides for summary minutes.

February 4, 2014

Commission Agenda Report

Resolution 2014-12

Attachments

Resolution 2014-12

Video on Demand page on Village website (www.biscayneparkfl.gov)

1
2
3 **RESOLUTION NO. 2014-12**
4

5 **A RESOLUTION OF THE VILLAGE**
6 **COMMISSION OF THE VILLAGE OF**
7 **BISCAYNE PARK, FLORIDA, DIRECTING**
8 **THE VILLAGE CLERK TO PREPARE**
9 **SUMMARY MINUTES OF ALL VILLAGE**
10 **COMMISSION MEETINGS; PROVIDING**
11 **FOR AN EFFECTIVE DATE**

12
13 WHEREAS, at the Village Commission meeting of January 7, 2014, the Commission
14 addressed the topic of minutes and the format of the minutes; and

15 WHEREAS, at that meeting, the Commission decided that the minutes should be
16 summary minutes which would include only the general topic, relevant information as
17 determined by the Clerk, and what action was taken concerning that topic; and

18 WHEREAS, it was further decided that video recordings of regular commission meetings
19 would be available through the Village's website.

20
21 **NOW THEREFORE BE IT RESOLVED BY THE MAYOR AND COMMISSION**
22 **OF THE VILLAGE OF BISCAYNE PARK, FLORIDA, THAT:**

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

25 **Section 2.** The Village Clerk is hereby directed to prepare summary minutes which
26 would include the general topic, relevant information as determined by the Clerk, and what
27 action was taken concerning that topic.

28 **Section 3.** This Resolution shall become effective upon adoption.
29

30
31 PASSED AND ADOPTED this ____ day of _____, 2014.
32

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

Mayor Coviello: _____
Vice Mayor Watts: _____
Commissioner Anderson: _____
Commissioner Jonas: _____
Commissioner Ross: _____

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David Coviello, Mayor

Attest:

Maria C. Camara, Village Clerk

Approved as to form:

Village Attorney

Biscayne Park, Florida



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Commission Meeting MINUTES / VIDEOS

Please click on the desired year to view the approved minutes for all of the commission meetings and workshops that took place that year. Or, click on the Video on Demand link to view a meeting online.

As a reminder, audio CD's or video DVD's are available for all of the meeting shown through a public records request. Please make your request to the Village Clerk at villageclerk@biscayneparkfl.gov. Thank you.

[2014 Meeting MINUTES](#)

[2013 Meeting MINUTES](#)

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Biscayne Park, Florida



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Videos on Demand

Welcome to the Village's new Videos On Demand service for archived meeting and event video content. To access archived content, simply on the meeting you are interested in viewing to watch your streaming video.

- ▶ [Video - October 1, 2013 Commission Meeting](#)
- ▶ [Video - November 6, 2013 Commission Meeting](#)
- ▶ [Video - December 10, 2013 Commission Meeting](#)
- ▶ [Video - January 7, 2014 Commission Meeting](#)

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Village of Biscayne Park Commission Agenda Report

Village Commission Meeting Date: February 4, 2014

Subject: Professional Services Agreement with
Craig A. Smith & Associates, Inc.

Prepared By: Candido Sosa-Cruz
Assistant to Manager, Public Services Dir.

Sponsored By: Staff

Background

On June 7, 2013, the Village advertised Request for Qualifications (RFQ) 2013-05 for Civil Engineering Professional Services. The RFQ was advertised in the Daily Business Review. The RFQ closed on July 8, 2013, and eight (8) companies submitted proposals for civil engineering professional services. An evaluation committee met on August 1, 2013, and ranked the 8 proposals submitted. A public notice was provided for this meeting and the meeting was recorded by the Village Clerk. Of the 8 proposals for civil engineering services, Craig A. Smith & Associates (C.A.S.) ranked the highest.

The Village previously engaged with C.A.S. to oversee the stormwater and road repair project at 907/909 NE 111th Street and NE 111th Street between 111th Street and 113th Street.

January 29, 2014

Commission Agenda Report

Resolution 2014-13

Staff is requesting authorization to have C.A.S. oversee all future professional services related to stormwater and roadway improvements in the Village.

Fiscal/Budget Impact

Future projects will be budgeted and approved by the Commission prior to commencement.

Staff Recommendation

Approval of Resolution 2014-13

Attachments

Resolution 2014-13

Professional Services Agreement with C.A.S.

Craig A. Smith & Associates, Inc. Firm Profile

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3 **RESOLUTION NO. 2014-13**
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5 **A RESOLUTION OF THE VILLAGE COMMISSION**
6 **OF THE VILLAGE OF BISCAYNE PARK, FLORIDA;**
7 **AUTHORIZING THE MAYOR TO EXECUTE THE**
8 **PROFESSIONAL SERVICES AGREEMENT**
9 **BETWEEN THE CRAIG A. SMITH & ASSOCIATES**
10 **AND THE VILLAGE OF BISCAYNE PARK;**
11 **PROVIDING FOR AN EFFECTIVE DATE.**
12
13

14 WHEREAS, on June 7, 2013, the Village advertised Request for Qualifications (RFQ)
15 2013-05 for Civil Engineering Professional Services whereby eight (8) proposals were
16 received; and,
17

18 WHEREAS, after a review of all proposals by the Evaluation Committee, the firm of
19 Craig A. Smith & Associates (hereinafter referred to as "C.A.S.") was ranked the highest; and,
20

21 WHEREAS, the Village has previously engaged with C.A.S to oversee stormwater and
22 roadway repairs; and
23

24 WHEREAS, the Village desires to retain the services C.A.S. to oversee all future
25 professional services related to stormwater and roadway repairs in the Village of Biscayne
26 Park.
27

28
29 NOW THEREFORE BE IT RESOLVED BY THE VILLAGE COMMISSION OF THE
30 VILLAGE OF BISCAYNE PARK, FLORIDA:
31

32
33 **Section 1.** The foregoing "Whereas" clauses are hereby ratified and confirmed as
34 being true and correct and hereby made a specific part of this Resolution upon adoption hereof.
35

36 **Section 2.** The Village Commission of the Village of Biscayne Park hereby
37 authorizes the Mayor to execute the professional services agreement for professional services
38 relating to all stormwater and roadway improvements with Craig A. Smith & Associates. The
39 agreement, in substantial form, is attached and incorporated by reference into this resolution as
40 exhibit 1.
41

42 **Section 3.** This Resolution shall become effective upon adoption.
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45
46 PASSED AND ADOPTED this ____ day of _____, 2014.

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

David Coviello, Mayor

Attest:

Maria C. Camara, Village Clerk

Approved as to form:

Village Attorney

Mayor Coviello: _____
Vice Mayor Watts: _____
Commissioner Anderson: _____
Commissioner Jonas: _____
Commissioner Ross: _____

**PROFESSIONAL CONSULTANT
SERVICES AGREEMENT**

THIS IS AN AGREEMENT, dated the ___ day of _____, 2014, between:

THE VILLAGE OF BISCAYNE PARK, a municipal corporation, hereinafter referred to as "VILLAGE",

and

Craig A. Smith & Associates, a Florida corporation, hereinafter referred to as "CONSULTANT".

WITNESSETH:

In consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, VILLAGE and CONSULTANT agree as follows:

ARTICLE 1
PREAMBLE

In order to establish the background, context and form of reference for this Agreement and to generally express the objectives, and intentions of the respective parties herein, the following statements, representations and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

1.1 The VILLAGE wishes to retain a firm to perform Consulting Services related to professional civil engineering.

1.2 The VILLAGE received a quote from CONSULTANT to render the professional services more particularly described herein below.

ARTICLE 2
SERVICES AND RESPONSIBILITIES

2.1 CONSULTANT hereby agrees to perform the following professional consultant services for the VILLAGE:

As needed Professional Engineering Services

2.2 CONSULTANT shall furnish all services, labor, equipment, and materials necessary and as may be required in the performance of this Agreement and all work performed under this Agreement shall be done in a professional manner.

2.2.1 All work to be performed by the CONSULTANT under this Agreement shall be authorized in writing by the VILLAGE. The VILLAGE MANAGER or his or her designee can give verbal authorization up to a \$1,000.00 limit for special or urgent work assignments, which shall be confirmed in writing as soon as possible thereafter.

2.2.2 Authorizations in the form of Work Authorizations, shall be in writing, contain a description of the work to be undertaken, a budget amount of the fee to be paid and a schedule. Budget amounts shall not be exceeded unless the VILLAGE provides prior written approval and an increase in funds available. In the event the VILLAGE does not approve a revised budget and additional funding, and the need for such action is not shown to be the fault of the CONSULTANT, then the authorization shall be terminated and the CONSULTANT shall be paid in full for all work performed to that point.

2.3 CONSULTANT hereby represents to VILLAGE, with full knowledge that VILLAGE is relying upon these representations when entering into this Agreement with CONSULTANT, that CONSULTANT has the professional expertise, experience and manpower to perform the services to be provided by CONSULTANT pursuant to the terms of this Agreement.

2.4 CONSULTANT assumes professional and technical responsibility for performance of its services to be provided hereunder in accordance with recognized professional standards of good engineering practice. If within one year following completion of its services, such services fail to meet the aforesaid standards, and the VILLAGE promptly advises CONSULTANT thereof in writing, CONSULTANT agrees to re-perform such deficient services without charge to the VILLAGE.

2.5 CONSULTANT shall not utilize the services of any sub-consultant without the prior written approval of VILLAGE.

ARTICLE 3 TIME FOR PERFORMANCE

CONSULTANT shall perform the services as identified in Section 2.1 as soon as is reasonably practicable.

ARTICLE 4 COMPENSATION AND METHOD OF PAYMENT

4.1 VILLAGE agrees to compensate CONSULTANT for the services performed by CONSULTANT pursuant to the following:

4.1. CONSULTANT shall submit to the VILLAGE monthly invoice(s) detailing all fees and expenses. Upon approval by the VILLAGE, the VILLAGE agrees to compensate the CONSULTANT for all services authorized and performed in accordance with approved Work Authorizations subject to the hourly or lump sum fee set out in each Work Authorization.

4.2 Method of Billing and Payment.

4.2.1 CONSULTANT shall be entitled to invoice VILLAGE on a monthly basis for services performed. The invoice shall include, but not be limited to, the time period covered, the percentage of the contract completed, a description of the services performed, and any other information reasonably required by VILLAGE.

4.2.2 VILLAGE will make its best efforts to pay CONSULTANT within thirty (30) days of receipt of proper invoice the total shown to be due on such invoice.

4.2.3 Payment will be made to CONSULTANT at:

ADDRESS: Miami-Dade Office
815 NW 57th Avenue, Suite 10
Miami, FL 33126

ARTICLE 5 CHANGES TO SCOPE OF WORK AND ADDITIONAL WORK

VILLAGE or CONSULTANT may request changes that would increase, decrease or otherwise modify the Scope of Services to be provided under this Agreement. Such changes or additional services must be in accordance with the provisions of the Code or Ordinances of the VILLAGE and must be contained in a written amendment, executed by the parties hereto, with the same formality and with equality and dignity prior to any deviation from the terms of this Agreement, including the initiation of any additional or extra work. In no event will the CONSULTANT be compensated for any work which has not been described in a separate written agreement executed by the parties hereto.

ARTICLE 6 MISCELLANEOUS

6.1 Ownership of Documents. Reports, surveys, plans, studies and other data provided in connection with this Agreement are and shall remain the property of VILLAGE whether or not the project for which they are made is completed. VILLAGE hereby agrees to use CONSULTANT's work product for its intended purposes.

6.2 Term and Termination.

6.2.1 This Agreement may be terminated by either party for cause, or by either party for convenience, upon thirty (30) days written notice by the VILLAGE to CONSULTANT in which event the CONSULTANT shall be paid its compensation for services performed to termination date. In the event that the CONSULTANT abandons this Agreement or causes it to be terminated, it shall indemnify the VILLAGE against any loss pertaining to this termination. All finished or unfinished documents, data, studies, plans, surveys, and reports prepared by CONSULTANT shall become the property of VILLAGE and shall be delivered by CONSULTANT to VILLAGE immediately.

6.2.2 This Agreement shall take effect as of the date of execution as shown herein below and continue for such time as is contemplated by the VILLAGE project.

6.3 Records. CONSULTANT shall keep books and records and require any and all subcontractors to keep books and records as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement, and any expenses for which CONSULTANT expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by VILLAGE and shall be kept for a period of three (3) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by VILLAGE of any fees or expenses based upon such entries.

6.4 Indemnification.

6.4.1 CONSULTANT shall indemnify and save harmless and defend the VILLAGE, its trustees, elected and appointed officials, agents, servants and employees from and against any and all claims, demands, or causes of action of whatsoever kind or nature sustained by the VILLAGE or any third party arising out of, or by reason of, or resulting from acts, error, omission, or negligent act of CONSULTANT, its agents, servants or employees in the performance under this Agreement, for all costs, losses and expenses, including but not limited to, damages to persons or third party property, judgments and attorneys' fees arising out of or in connection with the performance by CONSULTANT pursuant to this Agreement.

6.4.2 CONSULTANT shall indemnify VILLAGE for all loss, damage, expense or liability including, without limitation, court costs and attorneys' fees that may result by reason of any infringement or claim of infringement of any patent, trademark, copyright, trade secret or other proprietary right due to services furnished pursuant to this Agreement. CONSULTANT will defend and/or settle at its own expense any action brought against the VILLAGE to the extent that it is based on a claim that products or services furnished to VILLAGE by CONSULTANT pursuant to this Agreement, or if any portion of the services or goods furnished in the performance of the service becomes unusable as a result of any such infringement or claim.

6.5 Insurance.

6.5.1 The CONSULTANT shall not commence work under this Agreement until it has obtained all insurance required under this paragraph and such insurance has been approved by the VILLAGE Manager of the VILLAGE nor shall the CONSULTANT allow any Subcontractor to commence work on his sub-contract until all similar such insurance required of the subcontractor has been obtained and approved.

6.5.2 Certificates of insurance, reflecting evidence of the required insurance, shall be filed with the VILLAGE Manager prior to the commencement of the work. These Certificates shall contain a provision that coverage afforded under these policies will not be canceled until at least thirty days (30) prior written notice has been given to the VILLAGE. Policies shall be issued by companies authorized to do business under the laws of the State of Florida.

6.5.3 Policyholders and Financial Ratings must be no less than "A" and Class X respectively in the latest edition of "Bests Key Rating Guide", published by A.M. Best Guide.

6.5.4 Insurance shall be in force until all work required to be performed under the terms of this Agreement is satisfactorily completed as evidenced by the formal acceptance by the VILLAGE. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, then in that event, the CONSULTANT shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of this Agreement and extension thereunder is in effect. The CONSULTANT shall not continue to work pursuant to this Agreement unless all required insurance remains in full force and effect.

6.5.5 REQUIRED INSURANCE

6.5.5.1. COMPREHENSIVE GENERAL LIABILITY insurance to cover liability bodily injury and property damage. Exposures to be covered are: premises, operations, products/completed operations, and certain contracts. Coverage must be written on an occurrence basis, with the following limits of liability:

- A. Comprehensive General Liability
 - 1. Each Occurrence \$1,000,000
 - 2. Annual Aggregate 1,000,000

6.5.5.2. WORKERS COMPENSATION insurance shall be maintained during the life of this Agreement to comply with statutory limits for all employees, and in the case any work is sublet, the CONSULTANT shall require the Subcontractors similarly to provide Workers Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the CONSULTANT. The CONSULTANT and his subcontractors shall maintain during the life of this policy Employers Liability Insurance. The following limits must be maintained:

- A. Workers Compensation Statutory
- B. Employer's Liability \$ 500,000 per occurrence

The CONSULTANT shall hold the VILLAGE, their agents, and employees, harmless on account of claims for damages to persons, property or premises arising out of the operations to complete this Agreement and name the VILLAGE as an additional insured under their policy.

The VILLAGE reserves the right to require any other insurance coverage it deems necessary depending upon the exposures.

6.5.5.3 PROFESSIONAL LIABILITY insurance in the amount of \$500,000.00

6.6 Independent Contractor. This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the CONSULTANT is an independent contractor under this Agreement and not the VILLAGE's employee for all purposes,

including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers Compensation Act, and the State unemployment insurance law. The CONSULTANT shall retain sole and absolute discretion in the judgment of the manner and means of carrying out CONSULTANT's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of CONSULTANT, which policies of CONSULTANT shall not conflict with VILLAGE, H.U.D., or United States policies, rules or regulations relating to the use of CONSULTANT's Funds provided for herein.. The CONSULTANT agree that it is a separate and independent enterprise from the VILLAGE, that it has full opportunity to find other business, that it has make its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the CONSULTANT and the VILLAGE and the VILLAGE will not be liable for any obligation incurred by CONSULTANT, including but not limited to unpaid minimum wages and/or overtime premiums.

6.7 Assignments; Amendments.

6.7.1 This Agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by CONSULTANT without the prior written consent of VILLAGE. For purposes of this Agreement, any change of ownership of CONSULTANT shall constitute an assignment which requires VILLAGE approval. However, this Agreement shall run to the VILLAGE and its successors and assigns.

6.7.2 It is further agreed that no modification, amendment or alteration in the terms or conditions contained here shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

6.8 No Contingent Fees. CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONSULTANT any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the VILLAGE shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

6.9 Notice. Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, the CONSULTANT and the VILLAGE designate the following as the respective places for giving of notice:

VILLAGE: Village Manager
640 NE 114 Street
Biscayne Park, FL 33161

Copy To: Village Attorney

CONSULTANT:

6.10 Binding Authority. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

6.11 Legal Representation. It is acknowledged that each party was represented by counsel in the preparation of and contributed equally to the terms and conditions of this Agreement and, accordingly, the rule that a contract shall be interpreted strictly against the party preparing same shall not apply herein due to the joint contributions of both parties.

6.12 Headings. Headings herein are for convenience of reference only and shall not be considered on any interpretation of this Agreement.

6.13 Exhibits. Each Exhibit referred to in this Agreement forms an essential part of this Agreement. The exhibits if not physically attached should be treated as part of this Agreement and are incorporated herein by reference.

6.14 Severability. If any provision of this Agreement or application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

6.15 Governing Law. This Agreement shall be governed by the laws of the State of Florida with venue lying in Broward County, Florida.

6.16 Extent of Agreement. This Agreement represents the entire and integrated agreement between the VILLAGE and the CONSULTANT and supersedes all prior negotiations, representations or agreements, either written or oral.

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

VILLAGE

ATTEST:

BY: _____
MARIA CAMARA
VILLAGE CLERK

BY: _____
DAVID COVIELLO
MAYOR

APPROVED AS TO FORM.

JOHN HEARN
VILLAGE ATTORNEY

CONSULTANT

ATTEST: CRAIG A. SMITH & ASSOCIATES

BY: _____

(Print Name)

BY: _____

(Print Name)

STATE OF FLORIDA)
)S.S.
COUNTY OF BROWARD)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared _____ and acknowledged they executed the foregoing Agreement as the proper official of CONSULTANT, for the use and purposes mentioned in it and that the instrument is the act and deed of CONSULTANT.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this _____ day of _____, 2008.

My Commission Expires:

NOTARY PUBLIC

FIRM PROFILE

Craig A. Smith and Associates, Inc. (CAS) is a Florida Corporation licensed for the practice of Professional Engineering, Surveying, Construction Management and Utility Locates Services with offices in:

Palm Beach Office:
Corporate Headquarters
7777 Glades Road, Suite 410
Boca Raton, FL 33434
(561) 314-4445

Miami-Dade Office:
815 NW 57th Avenue, Suite 10
Miami, FL 33126
(305) 940-4661

CAS was established in 1980. The firm has over 30 years of experience in South Florida. Since then, the firm expanded from its original, technical orientation in municipal engineering and surveying into a full service civil engineering practice with specialized expertise in Engineering, Surveying & Mapping, Grants/Loan Assistance, Construction Management, Utility Locates and CAD Design & Development. In addition to the traditional civil engineering and surveying services, **CAS brings unique and exclusive 3D underground mapping and utility locating capability that can save time and money.**

Size - CAS professional, technical and administrative personnel numbering 30+ people represent professionals in the fields of civil engineering, water and wastewater engineering, storm water engineering, roadway design, surveying, mechanical engineering, construction engineering, grant specialists, utility locating, computer sciences and finance.

Organization - CAS is organized into five technical operating divisions each under the supervision of a Vice President or Director. These operating divisions are: Civil Engineering, CAD Capability, Construction Management, Surveying, and Subsurface Utility Locates (SUE).

Philosophy – CAS is a client-oriented firm committed to service. CAS is committed to providing its clients with cost-effective, timely, comprehensive, high-quality professional services in the practice of engineering, surveying, construction management, utility locating and grant/legislative services. This commitment to excellence is achieved through the development of a team spirit of service to clients. The **firm's owners**, Gene R. Schriener, P.E. and Stephen C. Smith, P.E., have been with the firm since inception and each has over 30 years of experience in service to our clients. This proven success is illustrated by our long-tenured relationships with several clients (15-25 years).

Craig A. Smith & Associates (CAS) is client-oriented and not project driven. To ensure our success for our clients, we commit and devote the staff, time and attention to fully understand the client's needs and desires. Our firm has the right size and make-up to provide personalized, cost-effective services. We put premium value on the opinions and input of the end users of our services – officials, staff and residents – and strive to produce an end product that addresses their needs and exceeds expectations. We pride ourselves in establishing long-term relationships with our clients by providing them with the ultimate in successful Engineering, Survey, Utility location and Construction Management Services.

Sample Clients –

Bal Harbour Village	City of Moore Haven	Miccosukee Tribe of Indians
City of Coconut Creek	City of North Miami	Okeechobee County*
City of Cooper City	City of Okeechobee	Okeechobee Utility Authority
City of Hallandale Beach	City of Sunny Isles Beach	Spring Lake Improvement District
City of Hollywood	City of Sweetwater*	Town of Davie
City of Lauderhill	City-County Public Works Authority	Town of Golden Beach*
City of Margate	Hardee County	Town of Pembroke Park*
City of Miami Gardens	Indian Trail Improvement District	Village of El Portal*

***State appropriations or FEMA and SFWMD grants obtained for developing Stormwater Master Plan.**

CRAIG A. SMITH & ASSOCIATES

ENGINEERS ■ SURVEYORS ■ UTILITY LOCATORS ■ GRANT SPECIALISTS



Village of Biscayne Park Commission Agenda Report

Village Commission Meeting Date: February 4, 2014

Subject: Professional Services Agreement with
R.J. Heisenbottle Architects P.A

Prepared By: Candido Sosa-Cruz
Assistant to Manager, Public Services Dir.

Sponsored By: Staff

Background

In June 2012, the Village submitted a grant application for \$20,000 to the Florida Department of State, Division of Historic Resources under the 2014 Small Matching Grant Program. The Small Matching Grant program is to complete an architectural/historical study of the log cabin. The Village was included on the list of recommended projects. Funding was allocated by the Legislature to the program at a sufficient level this year and the Village was awarded these funds in July 2013. The match for the grant was the \$20,000 the Village approved under the current FY 2013-2014 budget, the \$20,000 was appropriated under capital improvement. This work is required to be completed by July 31, 2014, by the Department of State, Division of Historic Resources.

On March 15, 2013, the Village advertised Request for Qualifications (RFQ) 2013-01 for Architectural Services - Historic Log Cabin Restoration and New Village Hall. The RFQ was advertised in the Daily Business Review. The RFQ closed on March 28,

February 4, 2014

Commission Agenda Report

Resolution 2014-14

2013, and four (4) companies submitted proposals for the architectural services. An evaluation committee met on April 1, 2013, and ranked the 4 proposals submitted. Of the 4 proposals for architectural services, R.J. Heisenbottle Architects P.A. ranked the highest.

Staff is currently working with the Florida Department of State, Division of Historic Resources in submitting a proposed draft contract (attached) from R.J. Heisenbottle for the approved scope of work of the small matching grant. The scope of work includes the development of an architectural/historical assessment of the Biscayne Park Historic Log Cabin. Once the draft agreement is approved by the Division of Historic Resources, R.J. Heisenbottle will commence the assessment.

Fiscal/Budget Impact

The Village approved in FY 2013-2014, \$20,000 for the small matching grant, this amount is appropriated under capital improvement section of the budget.

Staff Recommendation

Approval of Resolution 2014-14

Attachments

Resolution 2014-14

Professional Consultant Services Agreement

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2
3 **RESOLUTION NO. 2014-14**
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5 **A RESOLUTION OF THE VILLAGE COMMISSION**
6 **OF THE VILLAGE OF BISCAYNE PARK, FLORIDA;**
7 **AUTHORIZING THE MAYOR TO EXECUTE THE**
8 **PROFESSIONAL SERVICES AGREEMENT**
9 **BETWEEN R.J. HEISENBOTTLE ARCHITECTS P.A.**
10 **AND THE VILLAGE OF BISCAYNE PARK FOR**
11 **PROFESSIONAL SERVICES RELATING TO A**
12 **COMPREHENSIVE ASSESSMENT FOR THE**
13 **RENOVATION AND RESTORATION OF THE**
14 **HISTORICAL VILLAGE HALL LOG CABIN;**
15 **PROVIDING FOR AN EFFECTIVE DATE.**
16

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18 WHEREAS, in June 2012, the Village submitted a grant application to the Florida
19 Department of State, Division of Historic Resources under the 2014 Small Matching Grant
20 Program, and was awarded a \$20,000 matching grant; and
21

22 WHEREAS, the matching grant amount of \$20,000 was approved in the adopted Fiscal
23 Year 2013-14 Budget; and
24

25 WHEREAS, on March 15, 2013, the Village advertised Request for Qualifications
26 (RFQ) 2013-01 for Architectural Services – Historic Log Cabin Restoration and New Village
27 Hall, whereby four (4) proposals were received; and,
28

29 WHEREAS, after a review of all proposals by the Evaluation Committee, the firm of
30 R.J. Heisenbottle Architects, P.A. (hereinafter referred to as “R.J.H.”) was ranked the highest;
31 and,
32

33 WHEREAS, the Village desires to retain the services R.J.H. for the development of an
34 architectural and historical assessment of the Village’s historic log cabin.
35

36 NOW THEREFORE BE IT RESOLVED BY THE VILLAGE COMMISSION OF THE
37 VILLAGE OF BISCAYNE PARK, FLORIDA:
38

39
40 **Section 1.** The foregoing "Whereas" clauses are hereby ratified and confirmed as
41 being true and correct and hereby made a specific part of this Resolution upon adoption hereof.
42

43 **Section 2.** The Village Commission of the Village of Biscayne Park hereby
44 authorizes the Mayor to execute the professional services agreement for professional services
45 relating to the development of an architectural and historical assessment of the Village’s
46 historic log cabin with R.J. Heisenbottle Architects, P.A. The agreement, in substantial form, is
47 attached and incorporated by reference into this resolution as exhibit 1.
48

49 **Section 3.** This Resolution shall become effective upon adoption.

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PASSED AND ADOPTED this ____ day of _____, 2014.

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

David Coviello, Mayor

Attest:

Maria C. Camara, Village Clerk

Approved as to form:

Village Attorney

Mayor Coviello: _____
Vice Mayor Watts: _____
Commissioner Anderson: _____
Commissioner Jonas: _____
Commissioner Ross: _____

**PROFESSIONAL CONSULTANT
SERVICES AGREEMENT**

THIS IS AN AGREEMENT, dated the ___ day of _____, 2014, between:

THE VILLAGE OF BISCAYNE PARK, a municipal corporation, hereinafter referred to as "VILLAGE",

and

R. J. HEISENBOTTLE ARCHITECTS, P.A., a Florida corporation, hereinafter referred to as "CONSULTANT".

WITNESSETH:

In consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, VILLAGE and CONSULTANT agree as follows:

ARTICLE 1
PREAMBLE

In order to establish the background, context and form of reference for this Agreement and to generally express the objectives, and intentions of the respective parties herein, the following statements, representations and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

1.1 The VILLAGE advertised its request for proposals (hereinafter, "RFP") which set forth the VILLAGE's desire to hire a firm to perform consulting services related to the restoration of the Historic Log Cabin.

1.2 Consistent with the RFP requirements, the VILLAGE selected CONSULTANT to render the professional services more particularly described herein below.

ARTICLE 2
SERVICES AND RESPONSIBILITIES

2.1 CONSULTANT hereby agrees to perform the following professional consultant services for the VILLAGE:

Phase 1 Scope of Basic Services

1. **Historic Research and Documentation of Existing Conditions to CADD.** Work will include historic research and field measurement of the existing building and development of a detailed set of existing conditions architectural and structural framing drawings in AutoCAD

format. These drawings will include an architectural floor plan, building section, and building elevations. These plans will form the basis for future restoration and renovation plans.

2. Building Evaluation and Recommendations Report. CONSULTANT will, in concert with its structural and MEP engineering consultants, prepare a written building evaluation report of the log cabin building that will set the direction for all restoration, repairs, and possible enhancements of the existing log cabin building. Thoroughness of documentation will be contingent on the extent to which architectural and engineering elements are observable.

As part of the report, Douglas Wood & Associates (DWA) structural engineers, will prepare an assessment of present condition of existing structural systems utilizing visual observations identifying primarily specific locations of significant damage or deterioration where readily observable without the use of lifts and scaffolds (or other specialized equipment) and without damaging existing finishes or other construction. When this report is completed, it will form the basis for preparation of restoration construction documents and a preliminary cost estimate for a later date.

3. Schematic Design/Renovation Plans. Upon completion of the Historic Research, Documentation of Existing Conditions and the Building Evaluation Report outlined above, CONSULTANT will prepare schematic design drawings that will include the proposed floor plan, building elevations and a building section to illustrate the design intent of the overall restoration project. The schematic design drawings along with the recommendations contained in the building evaluation report will form the basis for preparation of the preliminary budget cost estimate at a later date.

2.2 Deliverables will include three (3) color copies of all documents and one (1) PDF. Color renderings of the restored buildings are an additional option at a cost of four thousand dollars (\$4,000.00) each.

2.3 VILLAGE understands that it may be necessary for CONSULTANT's investigation to include some sampling and testing of existing materials by certified testing laboratories. If required, this testing laboratory would need to be hired by the VILLAGE. Sampling and testing may include concrete sampling and testing for compression strength, depth of carbonation and chloride content.

2.4 VILLAGE understands that it may be necessary for it to obtain the services of a materials testing laboratory and a geotechnical engineer to perform concrete testing, soils exploration, and analysis and to prepare written reports of their findings and recommendations. CONSULTANT and DWA will coordinate with these consultants to provide suggested testing locations and provide projected structural requirements if required. Additionally, it will be necessary for the VILLAGE to supply the architectural/engineering team with a complete site survey in AutoCAD format.

2.5 CONSULTANT shall furnish all services, labor, equipment, and materials necessary and as may be required in the performance of this Agreement and all work performed under this Agreement shall be done in a timely and professional manner.

2.6 CONSULTANT hereby represents to VILLAGE, with full knowledge that VILLAGE is relying upon these representations when entering into this Agreement with CONSULTANT, that CONSULTANT has the professional expertise, experience and manpower to perform the services to be provided by CONSULTANT pursuant to the terms of this Agreement.

2.7 CONSULTANT assumes professional and technical responsibility for performance of its services to be provided hereunder in accordance with recognized professional standards of good engineering practice. If within one year following completion of its services, such services fail to meet the aforesaid standards, and the VILLAGE promptly advises CONSULTANT thereof in writing, CONSULTANT agrees to re-perform such deficient services without charge to the VILLAGE.

2.8 CONSULTANT shall not utilize the services of any sub-consultant without the prior written approval of VILLAGE.

ARTICLE 3 TIME FOR PERFORMANCE

CONSULTANT shall perform the services as identified in Section 2.1 as soon as is reasonably practicable; however, CONSULTANT has estimated that it will take approximately three (3) to four (4) months to complete the entire scope of work outlined in Section 2.1.

ARTICLE 4 COMPENSATION AND METHOD OF PAYMENT

4.1 VILLAGE agrees to compensate CONSULTANT for the services performed by CONSULTANT, a lump sum fee of Forty Thousand Dollars (\$40,000.00), as more particularly set forth in Exhibit "1", attached hereto and incorporated herein.

4.2 VILLAGE agrees to compensate CONSULTANT for reasonable out-of-pocket expenses.

4.3 CONSULTANT shall be entitled to invoice VILLAGE on a monthly basis which will be based on CONSULTANT's estimated percent complete of the Phase 1 Services, plus any appropriate charge for reasonable out-of-pocket expenses. The invoice shall include, but not be limited to, the time period covered, the percentage of the contract completed, a description of the services performed, and any other information reasonably required by VILLAGE.

4.4 VILLAGE will make its best efforts to pay CONSULTANT within thirty (30) days of receipt of proper invoice the total shown to be due on such invoice.

4.5 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to arbitration. Prior to arbitration, the parties shall endeavor to resolve disputes by mediation.

4.6 Payment will be made to CONSULTANT at:

R.J. Heisenbottle Architects, P.A.
2199 Ponce de Leon Boulevard, Suite 400
Coral Gables, Florida 33134

ARTICLE 5
CHANGES TO SCOPE OF WORK AND ADDITIONAL WORK

VILLAGE or CONSULTANT may request changes that would increase, decrease or otherwise modify the Scope of Services to be provided under this Agreement. Such changes or additional services must be in accordance with the provisions of the Code or Ordinances of the VILLAGE and must be contained in a written amendment, executed by the parties hereto, with the same formality and with equality and dignity prior to any deviation from the terms of this Agreement, including the initiation of any additional or extra work. In no event will the CONSULTANT be compensated for any work which has not been described in a separate written agreement executed by the parties hereto.

ARTICLE 6
LIMITATIONS

6.1 VILLAGE understands that CONSULTANT's review of the existing building construction will be only for the purposes stated in the description of the project and in the Phase 1 scope of services. In the absence of original building drawings, CONSULTANT will use its best efforts to confirm the existing building systems. However, while CONSULTANT is performing observations of the existing building systems, CONSULTANT's observations will be limited by time constraints and what can be readily observed in the completed building where many of those systems are not readily visible.

6.2 A structural condition is hidden if concealed by existing finishes or if it cannot be investigated by reasonable visual observation. If CONSULTANT has reason to believe that such a condition may exist, CONSULTANT will notify VILLAGE which shall obtain authorization for payment for all costs associated with the investigation of such a condition and, if necessary, all costs necessary to correct said condition. If VILLAGE fails to obtain such authorization for investigation or correction after due notification or CONSULTANT has no reason to believe that such a condition exists, VILLAGE will be responsible for all risks associated with this condition and CONSULTANT and its consulting engineers shall not be responsible for the existing condition nor any resulting damages to persons or property. CONSULTANT and its engineering consultants shall have no responsibility for the discovery, presence, handling, removal, disposal or exposure of persons to hazardous materials of any form.

ARTICLE 7
TERM AND TERMINATION

7.1 This Agreement shall take effect as of the date of execution as shown herein below and continue for such time as is contemplated by the VILLAGE project.

7.2 This Agreement may be terminated by the VILLAGE if the CONSULTANT:

- a. persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- b. fails to make payment to subcontractors for materials or labor in accordance with the respective contracts between the CONSULTANT and the subcontractors;
- c. persistently disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction; or
- d. otherwise is guilty of substantial breach of a provision of this Agreement.

7.3 When any of the above reasons exist, the VILLAGE may, without prejudice to any other rights or remedies of the VILLAGE and after giving the CONSULTANT and the CONSULTANT's surety, if any, seven (7) days' written notice, terminate employment of the CONSULTANT and may, subject to any prior rights of the surety:

- a. take possession of the site and of all materials, equipment, tools and construction equipment and machinery thereon owned by the CONSULTANT;
- b. accept assignment of subcontracts; and
- c. finish the work by whatever reasonable method the VILLAGE may deem expedient.

7.4 The CONSULTANT may terminate this Agreement if the work is stopped for a period of thirty (30) days through no act or fault of the CONSULTANT or a subcontractor, sub-subcontractor, or other agents or employees or any other persons performing portions of the work under this Agreement with the CONSULTANT, for any of the following reasons:

- a. issuance of an order of a court or other public authority having jurisdiction;
- b. an act of government such as a declaration of national emergency, making material unavailable;
- c. because the architect has not issued a certificate for payment and has not notified the CONSULTANT of the reason for withholding such certification, or because the VILLAGE has not made payment on a certificate of payment within the time stated in this Agreement;
- d. if repeated suspensions, delays or interruptions by the VILLAGE constitute in the aggregate more than one hundred percent (100%) of the total number of days scheduled for completion, or one hundred twenty (120) days in any three hundred sixty five (365) day period, whichever is less; or

e. the VILLAGE has failed to furnish to the CONSULTANT promptly, upon the CONSULTANT's request, reasonable evidence that financial arrangements have been made to fulfill the CONSULTANT's obligations under this Agreement.

7.5 This Agreement may be terminated by either party for convenience, upon thirty (30) days written notice by the terminating party to the other party in which event the CONSULTANT shall be paid its compensation for services performed to termination date. In the event that the CONSULTANT abandons this Agreement or causes it to be terminated, it shall indemnify the VILLAGE against any loss pertaining to this termination. All finished or unfinished documents, data, studies, plans, surveys, reports and PDF and CADD files of the drawings prepared by CONSULTANT shall become the property of VILLAGE and shall be delivered by CONSULTANT to VILLAGE immediately.

ARTICLE 8 PUBLIC RECORDS AND AUDIT

8.1 CONSULTANT shall keep books and records and require any and all subcontractors to keep books and records as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement, and any expenses for which CONSULTANT expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by VILLAGE and shall be kept for a period of five (5) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by VILLAGE of any fees or expenses based upon such entries.

8.2 CONSULTANT shall keep and maintain financial, invoice and employment records pertaining to the contractual obligations between the parties for pre-audit and post-audit purposes for a period of five (5) years following the completion of all project work or until all claims and audit findings involving these records have been received, whichever is later. VILLAGE, the Florida Department of State, or any of their duly authorized representatives shall have access to any books, documents, papers and records of the CONSULTANT which are directly pertinent to this Agreement, for the purpose of making audit, examination, excerpts and transcription.

8.3 When publications, films or similar materials are developed, directly or indirectly, from a program, project or activity supported by grant funds, any copyright resulting therefrom shall be held by the Florida Department of State, Division of Historical Resources. The author may arrange for copyright of such materials only after approval from the Department. Any copyright arranged for by the author shall include acknowledgment of grant assistance. As a condition of grant assistance, the VILLAGE agrees to and awards to the Department and, if applicable, to the Federal Government, and to its officers, agents, and employees acting within the scope of their official duties, a royalty-free, nonexclusive, and irrevocable license throughout the world for official purposes, to publish, translate, reproduce, and use all subject data or copyrightable material based on such data covered by the copyright.

8.4 CONSULTANT understands, acknowledges and agrees that it shall, pursuant to Section 119.0701, Florida Statutes, as amended from time to time, do the following:

8.4.1 Keep and maintain public records that ordinarily and necessarily would be required by VILLAGE in order to perform the same service being rendered within this Agreement;

8.4.2 Provide the public with access to public records and at a cost that does not exceed the cost provided within Chapter 119, Florida Statutes, as amended from time to time, or as otherwise provided for by law;

8.4.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and

8.4.4 Meet all requirements for retaining public records and transfer, at no cost, to VILLAGE all public records in possession of CONSULTANT upon termination of this Agreement. Further, CONSULTANT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to VILLAGE in a format that is compatible with the then current VILLAGE computer systems.

8.5 CONSULTANT understands, acknowledges and agrees that CITY is required, pursuant to Section 119.0701, Florida Statutes, as amended from time to time, to ensure compliance with this section by enforcing the terms of this Agreement. As a result of the foregoing, any violation of this section shall be a material breach and this Agreement may be terminated by VILLAGE without any penalty.

8.6 Prior to termination, VILLAGE shall give written notice to CONSULTANT that it is in violation of this section. CONSULTANT shall have five (5) business days to cure a violation of this section.

8.7 Notwithstanding any other provisions in this Agreement to the contrary, CONSULTANT shall be liable for any and all damages, including but not limited to, consequential and incidental damages, that may arise out of breach of this section of the Agreement.

ARTICLE 9 INDEMNIFICATION

9.1 CONSULTANT shall indemnify and save harmless and defend the VILLAGE, its trustees, elected and appointed officials, agents, servants and employees from and against any and all claims, demands, or causes of action of whatsoever kind or nature sustained by the VILLAGE or any third party arising out of, or by reason of, or resulting from acts, error, omission, or negligent act of CONSULTANT, its agents, servants or employees in the performance under this Agreement, for all costs, losses and expenses, including but not limited to, damages to persons or third party property, judgments and attorneys' fees arising out of or in connection with the performance by CONSULTANT pursuant to this Agreement.

9.2 CONSULTANT shall indemnify VILLAGE for all loss, damage, expense or liability including, without limitation, court costs and attorneys' fees that may result by reason of any

infringement or claim of infringement of any patent, trademark, copyright, trade secret or other proprietary right due to services furnished pursuant to this Agreement. CONSULTANT will defend and/or settle at its own expense any action brought against the VILLAGE to the extent that it is based on a claim that products or services furnished to VILLAGE by CONSULTANT pursuant to this Agreement, or if any portion of the services or goods furnished in the performance of the service becomes unusable as a result of any such infringement or claim.

ARTICLE 10 INSURANCE

10.1 The CONSULTANT shall not commence work under this Agreement until it has obtained all insurance required under this paragraph and such insurance has been approved by the Village Manager of the VILLAGE nor shall the CONSULTANT allow any subcontractor to commence work on his subcontract until all similar such insurance required of the subcontractor has been obtained and approved.

10.2 Certificates of insurance, reflecting evidence of the required insurance, shall be filed with the VILLAGE Manager prior to the commencement of the work. These Certificates shall contain a provision that coverage afforded under these policies will not be canceled until at least thirty days (30) prior written notice has been given to the VILLAGE. Policies shall be issued by companies authorized to do business under the laws of the State of Florida.

10.3 Policyholders and Financial Ratings must be no less than "A" and Class X respectively in the latest edition of "Best's Key Rating Guide", published by A.M. Best Guide.

10.4 Insurance shall be in force until all work required to be performed under the terms of this Agreement is satisfactorily completed as evidenced by the formal acceptance by the VILLAGE. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, then in that event, the CONSULTANT shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of this Agreement and extension thereunder is in effect. The CONSULTANT shall not continue to work pursuant to this Agreement unless all required insurance remains in full force and effect.

10.5 REQUIRED INSURANCE

10.5.1 COMPREHENSIVE GENERAL LIABILITY insurance to cover liability bodily injury and property damage. Exposures to be covered are: premises, operations, products/completed operations, and certain contracts. Coverage must be written on an occurrence basis, with the following limits of liability:

A.	Comprehensive General Liability	
	1. Each Occurrence	\$1,000,000
	2. Annual Aggregate	1,000,000

10.5.2 WORKERS COMPENSATION insurance shall be maintained during the life of this Agreement to comply with statutory limits for all employees, and in the case any work is sublet, the CONSULTANT shall require the Subcontractors similarly to provide Workers Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the CONSULTANT. The CONSULTANT and his subcontractors shall maintain during the life of this policy Employers Liability Insurance. The following limits must be maintained:

- | | | |
|----|----------------------|--------------------------|
| A. | Workers Compensation | Statutory |
| B. | Employer's Liability | \$500,000 per occurrence |

10.5.3 The CONSULTANT shall hold the VILLAGE, their agents, and employees, harmless on account of claims for damages to persons, property or premises arising out of the operations to complete this Agreement and name the VILLAGE as an additional insured under their policy.

10.5.4 The VILLAGE reserves the right to require any other insurance coverage it deems necessary depending upon the exposures.

10.5.5 PROFESSIONAL LIABILITY insurance in the amount of \$500,000.00

ARTICLE 11 NOTICE

11.1 Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, the CONSULTANT and the VILLAGE designate the following as the respective places for giving of notice:

VILLAGE: Heidi Shafran, Village Manager
640 NE 114 Street
Biscayne Park, FL 33161

Copy To: John J. Hearn, Village Attorney
1917 NW 81st Avenue
Coral Springs, Florida 33071

CONSULTANT: R.J. Heisenbottle, FAIA, President
RJ Heisenbottle Architects, P.A.
2199 Ponce de Leon Boulevard, Suite 400
Coral Gables, Florida 33134

ARTICLE 12
MISCELLANEOUS

12.1 Ownership of Documents. Reports, surveys, plans, studies and other data provided in connection with this Agreement, including all PDF and CADD files of the drawings, are and shall remain the property of VILLAGE whether or not the project for which they are made is completed. VILLAGE hereby agrees to use CONSULTANT's work product for its intended purposes.

12.2 Independent Contractor. This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the CONSULTANT is an independent contractor under this Agreement and not the VILLAGE's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers Compensation Act, and the State unemployment insurance law. The CONSULTANT shall retain sole and absolute discretion in the judgment of the manner and means of carrying out CONSULTANT's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of CONSULTANT, which policies of CONSULTANT shall not conflict with VILLAGE, H.U.D., or United States policies, rules or regulations relating to the use of CONSULTANT's Funds provided for herein.. The CONSULTANT agree that it is a separate and independent enterprise from the VILLAGE, that it has full opportunity to find other business, that it has make its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the CONSULTANT and the VILLAGE and the VILLAGE will not be liable for any obligation incurred by CONSULTANT, including but not limited to unpaid minimum wages and/or overtime premiums.

12.3 Assignments. This Agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by CONSULTANT without the prior written consent of VILLAGE. For purposes of this Agreement, any change of ownership of CONSULTANT shall constitute an assignment which requires VILLAGE approval. However, this Agreement shall run to the VILLAGE and its successors and assigns.

12.4 Amendments. It is further agreed that no modification, amendment or alteration in the terms or conditions contained here shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

12.5 No Contingent Fees. CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONSULTANT any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the VILLAGE shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

12.6 Binding Authority. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

12.7 Legal Remedies. In the event CONSULTANT is in violation of or in breach of the terms of this Agreement, penalties in the form of the withholding of payments or the suspension of the CONSULTANT's authority may be enforced by the VILLAGE until such time as corrective action taken by the CONSULTANT is satisfactory to the VILLAGE.

12.8 Equal Employment Opportunity Compliance. CONSULTANT shall comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and Title I of the Americans with Disabilities Act of 1990 is that: no person in the United States shall on the grounds of race, creed, color, national origin, sex, age, political affiliation, beliefs, or disability be subject to discrimination under any program or activity which the CONSULTANT has agreed to undertake by and through the covenants and provisions set forth in this Agreement.

12.9 Legal Representation. It is acknowledged that each party was represented by counsel in the preparation of and contributed equally to the terms and conditions of this Agreement and, accordingly, the rule that a contract shall be interpreted strictly against the party preparing same shall not apply herein due to the joint contributions of both parties.

12.10 Headings. Headings herein are for convenience of reference only and shall not be considered on any interpretation of this Agreement.

12.11 Exhibits. Each Exhibit referred to in this Agreement forms an essential part of this Agreement. The exhibits if not physically attached should be treated as part of this Agreement and are incorporated herein by reference.

12.12 Severability. If any provision of this Agreement or application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

12.13 Governing Law. This Agreement shall be governed by the laws of the State of Florida with venue lying in Dade County, Florida.

12.14 Extent of Agreement. This Agreement represents the entire and integrated agreement between the VILLAGE and the CONSULTANT and supersedes all prior negotiations, representations or agreements, either written or oral.

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

VILLAGE

ATTEST:

BY: _____
MARIA CAMARA
VILLAGE CLERK

BY: _____
DAVID COVIELLO
MAYOR

APPROVED AS TO FORM.

JOHN HEARN
VILLAGE ATTORNEY

CONSULTANT

ATTEST: R.J. HEISENBOTTLE ARCHITECTS, P.A.

BY: _____

(Print Name)

BY: _____

(Print Name)

STATE OF FLORIDA)
)S.S.
COUNTY OF BROWARD)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared _____ and acknowledged they executed the foregoing Agreement as the proper official of CONSULTANT, for the use and purposes mentioned in it and that the instrument is the act and deed of CONSULTANT.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this _____ day of _____, 2008.

My Commission Expires:

NOTARY PUBLIC



Village of Biscayne Park Commission Agenda Report

Village Commission Meeting February 4, 2014

Date:

Subject:

Resolution 2014-09 A Resolution of the Mayor and Village Commission of the Village of Biscayne Park, Florida, initiating and requesting proposed boundary changes to the Village of Biscayne Park in order to annex property described as an area bordered on the west-side by the FEC railway, on north-side by Northeast 121 Street, on the east-side by Biscayne Boulevard, on the south-side by Northeast 119 Street, except that between Northeast 16 Avenue and Biscayne Boulevard the south border shall extend to the point where Northeast 16 Avenue and Biscayne Boulevard intersect Near Northeast 116 Street in Miami-Dade County, Florida.

Resolution 2014-10 A Resolution of the Mayor and Village Commission of the Village of Biscayne Park, Florida, initiating and requesting

February 4, 2014

Commission Agenda Report

Resolution regarding proposed boundary changes to the Village of Biscayne Park

proposed boundary changes to the Village of Biscayne Park in order to annex property described as an area bordered on the west-side by the FEC railway, on north-side by Northeast 121 Street, on the east-side by Northeast 14 Avenue, and on the south-side by Northeast 119 Street in Miami-Dade County, Florida.

Prepared By:

Heidi Shafran, AICP, Village Manager

Sponsored By:

Commissioner Roxanna Ross

Background

At its January 7, 2014 meeting, the Village Commission authorized staff to proceed with the completion of the Final Annexation and to schedule the required noticed public hearing for consideration of the Final Annexation Report by the Village Commission upon completion of report. The Village's planning consultant, Bell David Planning Group, Inc., completed a report that studied the area collectively referred to as the "Biscayne Boulevard Corridor". This area includes the light industrial park, gated residential communities and parcels along Biscayne Boulevard that include office and retail. Additionally, at the request of the Commission, the planning consultant also provided a supplemental report solely regarding the annexation of the areas described as the "light industrial park".

The public hearing will allow the Village Commission the opportunity to hear from the public and consider the acceptance of the final report. As required by Miami-Dade

February 4, 2014

Commission Agenda Report

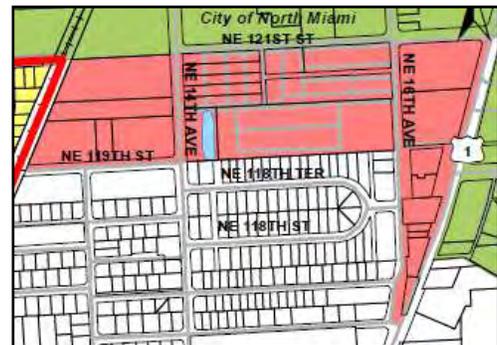
Resolution regarding proposed boundary changes to the Village of Biscayne Park

County Code, the Village has placed a public notice in the newspaper and mailed public notices to all property owners within the annexation area and all property owners within a 600-foot radius of the annexation area. The Village has also used its community email system to alert Village residents of the public hearing and posted said notice on the Village website, at Village Hall and the Recreation Center.

Upon approval by the Village Commission, the Transmittal Resolution and Final Annexation Report will be submitted to the Miami-Dade County Clerk of the Board and the County Incorporations and Annexations Office.

Proposed Annexation

The Village Comprehensive Plan Policy 1.9 (Intergovernmental Coordination Element) identified the annexation of the general area under consideration as a priority. The area under consideration includes an area bordered on the west-side by the FEC railway, on north-side by Northeast 121 Street, on the east-side by Biscayne Boulevard, on the south-side by Northeast 119 Street, except that between Northeast 16 Avenue and Biscayne Boulevard the south border shall extend to the point where Northeast 16 Avenue and Biscayne Boulevard intersect near Northeast 116 Street.



According to the report provided by the planning consultant, this area will result in approximately \$46,585,511.00 in taxable property with ad valorem revenue of approximately \$429,285.00 to the Village. The report also takes into the consideration the cost of providing services. Due to a variety of factors, including location, existing services and the use of the properties, the cost to provide services will be minimal (See page 37 "Tax Load on Annexation Area" chart in each report).

It should be noted that within this area, the industrial park area presents a great potential for future redevelopment opportunities through rezoning and land use map

February 4, 2014

Commission Agenda Report

Resolution regarding proposed boundary changes to the Village of Biscayne Park

amendments. Such rezonings generally result in a “higher and better” use of the land and an increase in property value.

Within the proposed annexation area there are 283 registered voters. Per Section 20-9(B) (Election on proposed boundary changes; required) of the Miami-Dade County Code of Ordinances, if a boundary change involves the annexation of an area that includes more than two hundred fifty (250) residents that are electors, the Board of County Commissioners may call an election to be held for the purpose of submitting to these electors the question whether the proposed boundary change shall be approved or disapproved. All costs associated with this election must be paid in advance by the municipality initiating the proposed boundary change.

Per the request of the Commission, the planning consultant also provided a supplemental report regarding the annexation of the areas described as the “light industrial park”. According to the report provided by the planning consultant, this area will result in approximately \$9,705,998.00 in taxable property with ad valorem revenue of approximately \$89,440.00 to the Village. The report also takes into the consideration the cost of providing services. Due to a variety of factors, including location, existing services and the use of the properties, it is estimated that there will be minimal cost to the Village to provide services to this area (See page 37 “Tax Load on Annexation Area” chart in each report). Also, this area does not have more than 250 residents that are electors, thus eliminating the need for voter approval.

Should the Village Commission wish to proceed, careful consideration should be given to how the Village will be represented during this phase of the project. Possible scenarios include engagement with a Miami-Dade County lobbyist, designation of a member of the Village Commission to represent the Village on this item or assigning this task to the planning consultant. The Village planning consultant has proposed an

February 4, 2014

Commission Agenda Report

Resolution regarding proposed boundary changes to the Village of Biscayne Park

hourly rate of \$125.00 for this phase of work. The Village Manager will supplement representation of the Village.

Fiscal/Budget Impact

The approved FY 13/14 budget includes \$15,000.00 for the purposes of general planning work and annexation. To date, the approximately \$5,300.00 has been expended in the preparation of this item. These costs include planning consultant fees, procurement of certified mailing list, required newspaper advertisement and costs associated with the mailing of the public notice. No funds were expended for the supplemental notifications prepared by Village Staff. There are minimal needs for additional general planning consultant services through the end of the fiscal year.

Based on information provided on January 29, 2014 from the Miami-Dade Elections Department, a Special Election (mail-ballot) would cost \$3,301.20.

A cursory fiscal projection for the Village demonstrates that it would be advantageous to create a diverse revenue stream that can withstand the market in order to absorb the anticipated future rise in costs for the delivery of municipal services. Per the attached report, when compared to the cost of providing services (Police and Code Compliance), the net gain of tax revenue to the Village is approximately \$269,572.00 for the proposed larger area and \$64,440.00 for the smaller industrial area based on the Village's current mileage rate (See page 37 "Tax Load on Annexation Area" chart in each report).

Staff Recommendation

Staff recommends the Village Commission take the following actions:

1. Upon conclusion of the required Public Hearing, approve the request for boundary change and authorize Staff to submit a request for the proposed

February 4, 2014

Commission Agenda Report

Resolution regarding proposed boundary changes to the Village of Biscayne Park

boundary changes to the Board of County Commissioners of Miami-Dade County.

2. Designate a member of the Village Commission to represent the Village of Biscayne Park to County interests and authorize the Village Manger to do the same.

Attachments

- Map of Biscayne Park East Annexation Area
- "East Annexation Report" dated January 2014
- "Industrial Area Annexation Report" dated January 2014
- Resolution 2014-09 initiating and requesting proposed boundary changes to the Village of Biscayne Park in order to annex property described as an area bordered on the west-side by the FEC railway, on north-side by Northeast 121 Street, on the east-side by Biscayne Boulevard, on the south-side by Northeast 119 Street, except that between Northeast 16 Avenue and Biscayne Boulevard the south border shall extend to the point where Northeast 16 Avenue and Biscayne Boulevard intersect Near Northeast 116 Street in Miami-Dade County, Florida.
- Resolution 2014-10 initiating and requesting proposed boundary changes to the Village of Biscayne Park in order to annex property described as an area bordered on the west-side by the FEC railway, on north-side by Northeast 121 Street, on the east-side by Northeast 14 Avenue, and on the south-side by Northeast 119 Street in Miami-Dade County, Florida.
- Annexation Process from Miami Dade County Code of Ordinances

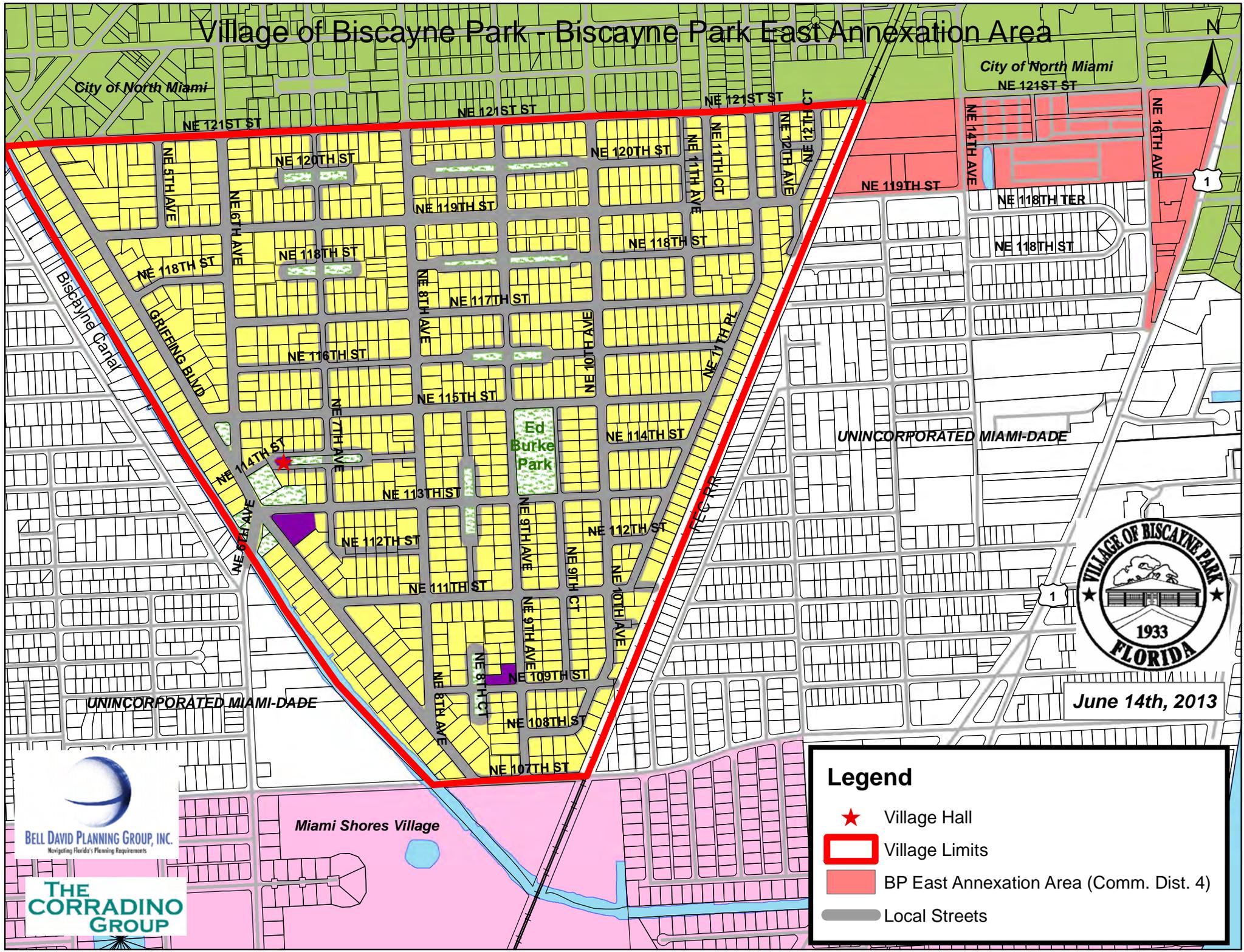
February 4, 2014

Commission Agenda Report

Resolution regarding proposed boundary changes to the Village of Biscayne Park

- Memo from Commissioner Barbara Watts to Village Manager concerning a "Straw Ballot"

Village of Biscayne Park - Biscayne Park East Annexation Area



June 14th, 2013

Legend

- ★ Village Hall
- ▭ Village Limits
- ▭ BP East Annexation Area (Comm. Dist. 4)
- Local Streets





VILLAGE OF BISCAYNE PARK

Celebrating 80 Years

1933-2013

Transparency, Integrity & Professionalism

East Area Annexation Report

February 4, 2014



Village Commission

David Coviello, Mayor

Barbara Watts, Vice Mayor

Bob Anderson, Commissioner

Fred Jonas, Commissioner

Roxanna Ross, Commissioner

Village Administration

Heidi Shafran, AICP, Village Manager

Maria C. Camara, Village Clerk

Prepared by:



774 NE 126th Street, Suite 1
North Miami, FL 33161

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INTRODUCTION

An excerpt from *"Miami's Historic Neighborhoods: A History of Community"* edited by Becky Roper Matkov.:

"In 1921, when Miami was preparing for the soon to arrive flood of land speculators, the area that was to become Biscayne Park was unincorporated, undeveloped and for the most part, fields of tomatoes belonging to Arthur Mertlow Griffing. Mr. Griffing was originally from Norwich, New York and had settled in Florida in 1903 to manage the Little River nursery. He built a large home and established Griffing Tropical Nurseries and Groves in and around a seven acre site that today is the Colonial Shopping Center along Dixie Highway and 125th Street in North Miami. Mr. Griffing was a landscaper for Carl Fisher's Miami Beach projects. By 1917, the horticulturalist changed hats to become a developer.

By the 1920's, Mr. Griffing had acquired and begun developing land along Dixie Highway north of Miami. The nursery was sold and the land subdivided and named Griffing Biscayne Park Estates. Mr. Griffing continued his love of landscaping by carefully planting the area with shrubs and trees so that Biscayne Park Estates resembled a huge botanical garden.

Early in January 1923, Mr. Griffing began advertising in the Miami Daily Metropolis and set up a miniature of the Park on the grounds of the Halcyon Hotel on Flagler Street. Prospective buyers were shuttled from downtown Miami to the new "Gateway to Miami". Mr. Griffing combined his land sales with his nursery promotions by offering a free strawberry shortcake to potential buyers, particularly young families to live in his new development. In addition he produced safe environments for children to play near their homes by creating many cul-de-sacs. The well-landscaped streets, medians and park areas laid out by Mr. Griffing set the stage for the first homes erected in the development which cost between \$4,000 and \$4,500. The shortcake incentive was later upgraded to a mixed box of grapefruits and oranges.

By a vote of its 113 citizens, the Town of Biscayne Park was incorporated on December 31, 1931, and on June 16th, 1933, a state charter was granted changing the name to the Village of Biscayne Park. The Works Progress Administration built a log cabin, a clear and distinct reference to the Depression as well as to the simplicity of the American frontier days. On February 1, 1933, at the height of the Depression, the Federal Emergency Relief Program provided the labor for the Dade County pine construction. William Green, a resident of the Park, as well as a Councilperson, was a regional administrator for the Federal program and was certainly instrumental in the creation of the Park's singular and distinctive building. The actual expenses incurred were a grand total of \$247, met by individual donations of \$5 to \$20 and gifts from the Card Club that ranged from \$10 to \$22. In light of today's multiple million dollar projects, these modest sums seem very quaint, but when held in light of the circumstances in which they occurred during the national depression, they reflect generous and caring residents and a community that was conscientious of their town. At a special ceremony on January 24th, 1935, the finished Log Cabin was officially turned over to the Village, and to this day has been the center for the daily operations of the Park. Since its creation in the thirties, it has been the prized symbol of the Village of Biscayne Park."

Although founded in 1933, the Village of Biscayne Park retains its heritage through tree-lined medians, original homes and historic log cabin/Village Hall. Located on the northeast Miami-Dade County, Biscayne Park prides itself on its quality of life enjoyed by over 3,000 residents.

And although the demographics of the Village have changed the quality of life and the desire to maintain the small town atmosphere has not.

What has changed is that the Village now believes that the timing for annexation efforts is right due to present annexation and incorporation efforts throughout Miami-Dade County. The area to the Village's East is an area that has future development potential and a residential area that has been developed to a high standard and will allow a greater mix of housing types within the Village. The Village is in a position to provide the proposed annexation area with high quality municipal services, better access to local government services without extraordinary additional resources.

Therefore, with this submittal, the Village of Biscayne Park (Village) wishes to initiate the annexation process in order to annex approximately **43.5 acres** (11.0 Commercial, 18.7 Residential and 13.2 Industrial and Utilities) which are contiguous to the Village's current Eastern municipal boundary (See Location Aerial).

The Annexation Area is described as area bordered on the West-Side by the FEC Railway, on North-Side by Northeast 121 Street, on the East-Side by Biscayne Boulevard, on the South-Side by Northeast 119 Street, except that between Northeast 16 Avenue and Biscayne Boulevard the South border shall extend to the point where Northeast 16 Avenue and Biscayne Boulevard intersect near Northeast 116 Street. This area is accessible through the existing street network.

The 2012 population figures showed that approximately 3,099 persons reside in the Village. At this time, the addition of the Annexation Area would increase the Village's population by more than 800 and would also add numerous new businesses.

With its current successes the Village wishes to expand so that the following goals may also benefit the Annexation Area:

- Improving services and infrastructure;
- Having a local government that is aware of and concerned with the business community's development and the quality of life for local residents and businesses;
- Instilling pride and participation;
- Improving the process of development regulation;
- Providing for a local government that is accountable for how taxes are spent and is willing to participate with all other Miami-Dade municipalities, old and new, in providing financial assistance to some of the less fortunate areas of the County;

In summary, the Annexation Area will further provide for the fiscal strength of the Village by diversifying and increasing its tax base and allowing for significant job creation opportunities. Through more localized planning and review and enforcement of regulations the needs of this very important employment and economic center will be fully realized.

Figure 2. Proposed Annexation Area Location



RESOLUTION

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RESOLUTION NO. 2014-09

A RESOLUTION OF THE MAYOR AND VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA, INITIATING AND REQUESTING PROPOSED BOUNDARY CHANGES TO THE VILLAGE OF BISCAYNE PARK IN ORDER TO ANNEX PROPERTY DESCRIBED AS AN AREA BORDERED ON THE WEST SIDE BY THE FEC RAILWAY, ON THE NORTH SIDE BY NORTHEAST 121 STREET, ON THE EAST SIDE BY BISCAYNE BOULEVARD, AND ON THE SOUTH SIDE BY NORTHEAST 119 STREET, EXCEPT THAT BETWEEN NORTHEAST 16 AVENUE AND BISCAYNE BOULEVARD THE SOUTH BORDER SHALL EXTEND TO THE POINT WHERE NORTHEAST 16 AVENUE AND BISCAYNE BOULEVARD INTERSECT NEAR NORTHEAST 116 STREET IN MIAMI-DADE COUNTY, FLORIDA; REQUESTING APPROVAL FOR ANNEXATION FROM THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA; AUTHORIZING THE APPROPRIATE VILLAGE OFFICIALS TO TAKE ANY AND ALL ACTIONS NECESSARY TO SUBMIT A REQUEST FOR THE PROPOSED BOUNDARY CHANGES TO THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA; AUTHORIZING TRANSMITTAL OF THIS RESOLUTION AND ACCOMPANYING DOCUMENTS; AND PROVIDING FOR AN EFFECTIVE DATE.

28 WHEREAS, pursuant to Section 6.04 of the Miami-Dade County Home Rule Charter
29 and Section 20-3 of the Code of Miami-Dade County, the Village of Biscayne Park (the
30 “Village”) wishes to initiate a proposed boundary change by Resolution after public hearing,
31 upon mailed notice provided to all affected property owners within 600 feet of the proposed
32 boundaries and notice provided by publication; and

33 WHEREAS, on this date, the Village Commission conducted a public hearing that was
34 properly noticed in accordance with the requirements of Section 20-3 of the Code of Miami-
35 Dade County; and

36 WHEREAS, the Village Commission has determined that the annexation of the area
37 described as an area bordered on the West side by the FEC Railway, on North side by
38 Northeast 121 Street, on the East side by Biscayne Boulevard, and on the South side by

1 Northeast 119 Street, except that between Northeast 16 Avenue and Biscayne Boulevard the
2 South border shall extend to the point where Northeast 16 Avenue and Biscayne Boulevard
3 intersect near Northeast 116 Street in Miami-Dade County, Florida, more particularly
4 described in Exhibit "A", is necessary, appropriate, and in the best interests of the Village and
5 its citizens;

6 **NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND VILLAGE**
7 **COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA, AS**
8 **FOLLOWS:**

9 **Section 1.** The above recitals are true and correct and are incorporated herein by
10 this reference.

11 **Section 2.** The Village Commission hereby approves the enlargement of the
12 Village's boundaries to the areas described as an area bordered on the West side by the FEC
13 Railway, on the North side by Northeast 121 Street, on the East side by Biscayne Boulevard,
14 and on the South side by Northeast 119 Street, except that between Northeast 16 Avenue and
15 Biscayne Boulevard the South border shall extend to the point where Northeast 16 Avenue and
16 Biscayne Boulevard intersect near Northeast 116 Street in Miami-Dade County, Florida, and
17 authorizes the initiation of municipal boundary change procedures pursuant to Section 6.04 of
18 the Miami-Dade County Home Rule Charter and Chapter 20 of the Code of Miami-Dade
19 County.

20 **Section 3.** The Village Commission hereby requests that the Board of County
21 Commissioners of Miami-Dade County, Florida adopt an appropriate ordinance approving the
22 request of the Village for the annexation of the lands described as an area bordered on the West
23 side by the FEC Railway, on North side by Northeast 121 Street, on the East side by Biscayne
24 Boulevard, and on the South side by Northeast 119 Street, except that between Northeast 16
25 Avenue and Biscayne Boulevard the South border shall extend to the point where Northeast 16

Resolution No. 2014-09
Page 2 of 3

1 Avenue and Biscayne Boulevard intersect near Northeast 116 Street in Miami-Dade County,
2 Florida, more particularly described in Exhibit "A", attached hereto and incorporated herein.

3 Section 4. The appropriate Village officials are hereby authorized and directed to
4 perform any and all actions as may be deemed necessary or desirable to initiate and continue
5 the boundary change procedure in accordance with Chapter 20 of the Code of Miami-Dade
6 County and submit the annexation proposed herein to the Board of County Commissioners of
7 Miami-Dade County for their consideration.

8 Section 5. The Village Clerk is hereby authorized and directed to transmit three (3)
9 certified copies of this Resolution, together with proof of compliance with the notice
10 procedures and all accompanying documentation as set forth in Section 20-3 of the Code of
11 Miami-Dade County to the Miami-Dade County Board of County Commissioners.

12 Section 6. This resolution shall take effect immediately upon its adoption.
13

14 PASSED AND ADOPTED this ___ day of _____, 2014.

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David Coviello, Mayor

Attest:

Maria C. Camara, Village Clerk

Approved as to form:

Village Attorney

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

Mayor Coviello: _____

Vice Mayor Watts: _____

Commissioner Anderson: _____

Commissioner Jonas: _____

Commissioner Ross: _____

EXHIBIT "A"

Legal Description:

An area bordered on the West-Side by the FEC Railway, on North-Side by Northeast 121 Street, on the East-Side by Biscayne Boulevard, on the South-Side by Northeast 119 Street, except that between Northeast 16 Avenue and Biscayne Boulevard the South border shall extend to the point where Northeast 16 Avenue and Biscayne Boulevard intersect near Northeast 116 Street in Miami-Dade County, Florida.

HEARING AND COURTESY NOTICES

Hearing Notice Ad Tuesday January 21, 2014



NOTICE OF PUBLIC HEARING

A public hearing will be held at the regular meeting of the Village Commission of the Village of Biscayne Park on Tuesday, February 4, 2014, at 7:00pm at the Ed Burke Recreation Center, 11400 NE 9th Court, Biscayne Park, FL, on the following:

RESOLUTION 2014-09

A RESOLUTION OF THE MAYOR AND VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA, INITIATING AND REQUESTING PROPOSED BOUNDARY CHANGES TO THE VILLAGE OF BISCAYNE PARK IN ORDER TO ANNEX PROPERTY DESCRIBED AS AN AREA BORDERED ON THE WEST-SIDE BY THE FEC RAILWAY, ON NORTH-SIDE BY NORTHEAST 121 STREET, ON THE EAST-SIDE BY BISCAYNE BOULEVARD, ON THE SOUTH-SIDE BY NORTHEAST 119 STREET, EXCEPT THAT BETWEEN NORTHEAST 16 AVENUE AND BISCAYNE BOULEVARD THE SOUTH BORDER SHALL EXTEND TO THE POINT WHERE NORTHEAST 16 AVENUE AND BISCAYNE BOULEVARD INTERSECT NEAR NORTHEAST 116 STREET IN MIAMI-DADE COUNTY, FLORIDA; REQUESTING APPROVAL FOR ANNEXATION FROM THE BOARD OF COUNTY COMMISSIONERS; AUTHORIZING THE MAYOR, VILLAGE MANAGER, VILLAGE CLERK AND VILLAGE ATTORNEY TO TAKE ANY AND ALL ACTIONS NECESSARY TO SUBMIT A REQUEST FOR THE PROPOSED BOUNDARY CHANGES TO THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA; AUTHORIZING TRANSMITTAL OF THIS RESOLUTION AND ACCOMPANYING DOCUMENTS; AND PROVIDING FOR AN EFFECTIVE DATE.



RESOLUTION 2014-10

A RESOLUTION OF THE MAYOR AND VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA, INITIATING AND REQUESTING PROPOSED BOUNDARY CHANGES TO THE VILLAGE OF BISCAYNE PARK IN ORDER TO ANNEX PROPERTY DESCRIBED AS AN AREA BORDERED ON THE WEST-SIDE BY THE FEC RAILWAY, ON NORTH-SIDE BY NORTHEAST 121 STREET, ON THE EAST-SIDE BY NORTHEAST 14 AVENUE, AND ON THE SOUTH-SIDE BY NORTHEAST 119 STREET IN MIAMI-DADE COUNTY, FLORIDA; REQUESTING APPROVAL FOR ANNEXATION FROM THE BOARD OF COUNTY COMMISSIONERS; AUTHORIZING THE MAYOR, VILLAGE MANAGER, VILLAGE CLERK AND VILLAGE ATTORNEY TO TAKE ANY AND ALL ACTIONS NECESSARY TO SUBMIT A REQUEST FOR THE PROPOSED BOUNDARY CHANGES TO THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA; AUTHORIZING TRANSMITTAL OF THIS RESOLUTION AND ACCOMPANYING DOCUMENTS; AND PROVIDING FOR AN EFFECTIVE DATE.



All documentation pertaining to this notice may be inspected by the public at the Office of the Village Clerk in Village Hall, 640 NE 114th Street. Interested parties may appear and be heard at the meeting or file written notice of approval or objection with the Village Clerk prior to the meeting. In accordance with the provision of F.S. Section 286.0105, should any person seek to appeal any decision made by the Board 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 at (305) 899 8000 no later than four (4) days prior to the proceeding for assistance. On day of meeting, if called in by 11:00am, we will do our best to accommodate your request.



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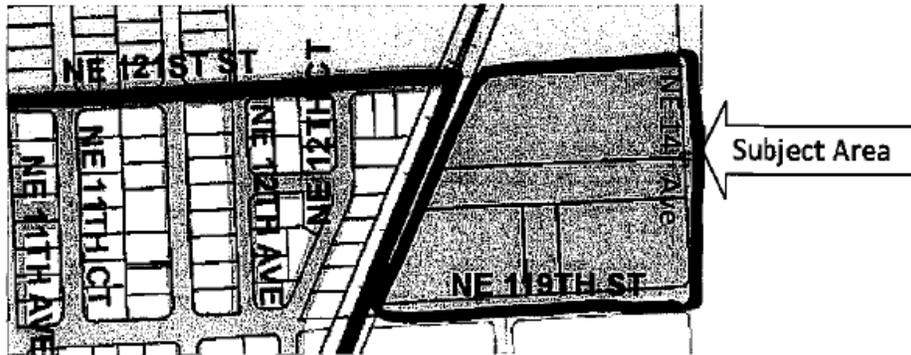
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Subject Area for Resolution 2014-09



Subject Area for Resolution 2014-10



MAP AND LEGAL DESCRIPTION

See Figures 1-3. above for location

Legal Description:

An area bordered on the West-Side by the FEC Railway, on North-Side by Northeast 121 Street, on the East-Side by Biscayne Boulevard, on the South-Side by Northeast 119 Street, except that between Northeast 16 Avenue and Biscayne Boulevard the South border shall extend to the point where Northeast 16 Avenue and Biscayne Boulevard intersect near Northeast 116 Street in Miami-Dade County, Florida.

Total Number of Acres: 43.5

CERTIFICATION OF COUNTY SUPERVISOR OF REGISTRATION (ELECTIONS) AND DEPARTMENT OF REGULATORY AND ECONOMIC RESOURCES – RESPONSES



Elections
2700 NW 87th Avenue
Miami, Florida 33172
T 305-499-8683 F 305-499-8547
TTY: 305-499-8480

CERTIFICATION

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

I, Penelope Townsley, Supervisor of Elections of Miami-Dade County, Florida, do hereby certify that the Village of Biscayne Park East Annexation Area, as described below, has 283 voters.

The annexation area is described as: "bounded by NE 121st Street to the North; FEC Railway to the West; 119th Street to the South; and Biscayne Blvd. to the East. Additionally, the triangular area created by NE 16th Avenue and Biscayne Blvd. and south of the above is also included."

WITNESS MY HAND
AND OFFICIAL SEAL,
AT MIAMI, MIAMI-DADE
COUNTY, FLORIDA,
ON THIS 15th DAY OF
JANUARY, 2014



Penelope Townsley
Supervisor of Elections

Please submit a check for \$70.00 to our office payable to "Miami-Dade County" for the cost of research and labor.

RER RESPONSE

Table 1. Village of Biscayne Park Proposed East Annexation Area				
From the West-Side by the FEC Railway, on North-Side by Northeast 121 Street, on the East-Side by Biscayne Boulevard, on the South-Side by Northeast 119 Street, except that between Northeast 16 Avenue and Biscayne Boulevard the South border shall extend to the point where Northeast 16 Avenue and Biscayne Boulevard intersect near Northeast 116 Street				
2014 Existing Land Use – Annexation Area and Village of Biscayne Park				
Land Use	Annexation Area (Acres)	Annexation Area (Percent of Total)	Biscayne Park (Area Acres)	Biscayne Park (Percent of Total)
Residential	18.7	42.9	283.7	69.7
Commercial & Office & Transient Residential	11.0	25.2	0.2	0.1
Industrial	6.7	15.5	0.0	0.0
Institutional	0.0	0.0	3.0	0.7
Parks/Recreation	0.2	0.5	4.1	1.0
Transportation, Communication, Utilities	6.5	14.9	105.0	25.8
Agriculture	0.0	0.0	0.0	0.0
Undeveloped	0.0	0.0	1.9	0.5
Inland Waters	0.4	1.0	9.2	2.2
Total:	43.5	100.0	407.20	100.0
Source: Miami-Dade County Department of Regulatory and Economic Resources, Planning Research Section, January 2014				

See Attachment “A” – Existing Land Use Map

STATEMENT OF REASON FOR BOUNDARY CHANGES

The proposed annexation area as shown abuts the Village of Biscayne Park at its Eastern limit. Policy 1.9 (Intergovernmental Coordination Element) of the Village's Comprehensive Plan has identified the annexation of this general area to be a priority. Annexing the approximately 43.5 acre area will also insure that the quality of life for businesses and residents will remain through continued proper planning and development practices. The Village believes the annexation area is complementary to development already existing in the Village.

The Village intends to:

- Protect and maintain the character of the Village while infusing that character into its current eastern edge by annexation;
- Grow and diversify the Village's tax base through annexation to include more non-residential uses; such as light industrial and commercial (currently, 100% of Village tax burden is on residents);
- Decrease the overall millage rate for current Village residents;
- Bring in additional revenue as current revenue stream has decreased;
- Enable the Village to enhance its current eastern boundary through annexation with policing and code compliance initiatives – a win win for Village and annexation area; and,
- Allow for greater control of area surrounding our boundaries.

The Village now believes that the timing for annexation efforts is right due to present annexation and incorporation efforts throughout Miami-Dade County. The County Commission is now more involved in the annexation and incorporation process and wishes to focus on more "regional services", hence, greater support from County. And finally, smaller municipalities in the County with similar challenges have already submitted applications for annexation and are in process.

As stated previously, proper planning and development practices and compatibility are extremely important to the Village. Through more localized planning, review and enforcement of regulations the needs of this neighborhood residential area, employment and economic center will be fully realized.

Finally, property owners within the proposed annexation area **will benefit from more localized government.**

NOTIFICATION OF PROPERTY OWNERS OF VILLAGE INTENT

Formal notice of the public hearing (See Hearing and Courtesy Notices) by the Village proceeding with the annexation has been sent to property owners within the area and within 600 feet thereof. Proof of compliance with this section shall be required. **(See Attachment "B" - CERTIFIED LIST OF PROPERTY OWNERS)**

LAND USE PLAN AND ZONING

The land use and zoning consists of a mix of residential, office and commercial, industrial and office, as shown on the Miami-Dade County Comprehensive Development Master Plan Future Land Use Plan Map and the respective Zoning Map.

According to the Inventory of Existing Land Uses provided by the Miami-Dade County Department of Regulatory and Economic Resources the Annexation Area is approximately 43.5 acres in size. The following table details the major land use categories by number of acres and percentage of total. A map of the existing land uses may be found in Attachment "A".

Table 2. Inventory of Land Uses

Land Use	Number of Acres	Percent of Total
Residential	18.7	42.9
Commercial & Office	11.0	25.2
Industrial	6.7	15.5
Institutional	0.0	0.0
Parks & Recreation Open Space	0.2	0.5
Transportation, Communications, Utilities	6.5	14.9
Agriculture	0.0	
Undeveloped	0.0	0.0
Inland Water	0.4	1.0
TOTAL	43.5	100.0

The Village has adopted both a Comprehensive Development Master Plan and Land Development Code.

Future Land Use Designations for Annexation Area

The Annexation Area is designated *Business and Office*, *Medium Density Residential* and *Industrial and Office* on the Miami-Dade County Future Land Use Plan Map. Upon annexation, the Village will incorporate these Land Uses into its Comprehensive Plan.

Please see Future Land Use Plan Map for more detailed Land Use designation locations.

Also, for reference purposes, the relevant Land Use Designation descriptions are included and were obtained from the Miami-Dade County Comprehensive Development Master Plan 2015-2025 and the Village of Biscayne Park Comprehensive Plan.

Figure 4. Miami-Dade County East Annexation Area Future Land Use Map



Future Land Use Plan Map Designations (Miami-Dade County)

Medium-High Density

This category authorizes apartment buildings ranging from 25 to 60 dwelling units per gross acre. In this category, the height of buildings and, therefore, the attainment of densities approaching the maximum, depends to a great extent on the dimensions of the site, conditions such as location and availability of services, ability to provide sufficient off-street parking, and the compatibility with and impact of the development on surrounding areas.

* * *

Business and Office

This category accommodates the full range of sales and service activities. Included are retail, wholesale, personal and professional services, call centers, commercial and professional offices, hotels, motels, hospitals, medical buildings, nursing homes (also allowed in the institutional category), entertainment and cultural facilities, amusements and commercial recreation establishments such as private commercial marinas. Also allowed are telecommunication facilities such as cell towers and satellite telecommunication facilities (earth stations for satellite communication carriers, satellite terminal stations, communications telemetry facilities and satellite tracking stations). These uses may occur in self-contained centers, high-rise structures, campus parks, municipal central business districts or strips along highways. In reviewing zoning requests or site plans, the specific intensity and range of uses, and dimensions, configuration and design considered to be appropriate will depend on locational factors, particularly compatibility with both adjacent and adjoining uses, and availability of highway capacity, ease of access and availability of other public services and facilities. Uses should be limited when necessary to protect both adjacent and adjoining residential use from such impacts as noise or traffic, and in most wellfield protection areas uses are prohibited that involved the use, handling, storage, generation or disposal of hazardous material or waste, and may have limitations as to the maximum buildable area, as defined in Chapter 24 of the County Code. When the land development regulations are amended pursuant Policies LU-9P and LU-9Q, live-work and work-live developments shall be permitted on land designated as Business and Office, as transitional uses between commercial and residential areas.

* * *

Industrial and Office

Manufacturing operations, maintenance and repair facilities, warehouses, mini-warehouses, office buildings, wholesale showrooms, distribution centers, and similar uses are permitted in areas designated as "Industrial and Office" on the LUP map. Also included are construction and utility-equipment maintenance yards, utility plants, public facilities, hospitals and medical buildings. The full range of telecommunication facilities, including switching and transmission facilities, satellite telecommunications facilities, microwave towers, radar stations and cell towers is also allowed. Very limited commercial uses to serve the firms and workers in the industrial and office area are allowed dispersed as small business districts and centers

throughout the industrial areas. Hotels and motels are also authorized. Freestanding retail and personal service uses and shopping centers larger than 10 acres in size are prohibited in these areas because they would deplete the industrial land supply and they are better located in commercially designated areas and in closer proximity to residential areas. Freestanding retail and personal service uses and shops that are approved in Industrial and Office areas should front on major access roads, particularly near major intersections. In addition, uncommon commercial uses such as amusement uses, and others with unusual siting requirements may also be considered at appropriate locations. Quarrying activities and ancillary uses may also be approved in areas designated Industrial and Office where compatible with the surrounding area and environment. The specific range and intensity of uses appropriate in a particular Industrial and Office area vary by location as a function of the availability of public services and access and, among other factors, compatibility with neighboring development. Through the zoning review process, use of particular sites or areas may be limited to something less than the maximum allowed in this category. Moreover, special limitations may be imposed where necessary to protect environmental resources.

* * *

Figure 5. Village of Biscayne Park Future Land Use Map



Zoning Districts (Miami-Dade County)

Article XVIIIB. RU-4M. Modified Apartment House District
(Condensed)

Sec. 33-207.3 – Uses Permitted

- (A) Those uses permitted in the RU-1, RU-1M(a), RU-1M(b), RU-2, RU-3 and RU-TH Districts
- (A-1) Workforce housing units
 - (B) Multiple family apartment house use
 - (C) Multiple-family housing developments
 - (D) Housing projects
 - (E) Community residential facility

Article XXVI. BU-2, Special Business District

Sec. 33-252. - Purpose.

The purpose of the BU-2, Regional Shopping Center and Office Park District, is to provide for large scale commercial and/or office facilities which service the needs of large urban areas.

Sec. 33-253. - Uses permitted.

No land, body of water and/or structure shall be used or permitted to be used, and no structure shall be hereafter erected, constructed, reconstructed, moved, occupied or maintained for any purpose in any BU-2 District except for one (1) or more of the following uses:

- (1) All uses permitted in the BU-1 and BU-1A Districts except that residential uses are subject to approval at a public hearing.
- (2) Automobile parking garages, not over six (6) stories in height, shall be permitted provided they are not located closer than two hundred (200) feet to an RU-1, RU-2, RU-TH or EU District or to a hospital, church or building used for public assemblage. Automobile parking garages shall meet all open space, lot coverage and other applicable requirements of this article.
- (2.05) Commuter Colleges/Universities.
- (2.1) Hospitals (other than animal hospitals), subject to conditions.

* * *

- (2.2) Hotel and motel uses, subject to all provisions of the RU-4A District pertaining to such uses.
- (3) Liquor package stores.
- (4) Major department stores.
- (5) Marinas for the following purposes only: Commercial boat piers or slips for docking purposes; yacht or boat storage, for laying up, but not for repairs or overhaul; and boats carrying passengers on excursion, sightseeing, pleasure or fishing trips.
- (6) Night clubs located no closer than five hundred (500) feet of any RU or EU District, if approved at a public hearing.
- (7) Office parks.
- (8) Pubs and bars.
- (9) Regional shopping centers.

Article XXIX. IU-1, Industrial, Light Manufacturing District
(Condensed)

Sec. 33-259. Uses permitted.

No land, body of water or structure shall be used or permitted to be used and no structure shall be erected, constructed, moved or reconstructed, structurally altered, or maintained, which is designed, arranged or intended to be used or occupied for any purpose, unless otherwise provided herein, in IU-1 District, excepting for one (1) or more of the following:

Residential uses as a watchman's or caretaker's quarters in connection with an existing industrial use located on the premises concerned,

Adult day care center,

Animal hospitals,

Auditoriums,

Auto painting, repair, service stations, sales and rentals,

Bakeries,

Banks,

Commuter colleges/universities,

Day nursery, kindergarten, schools and after school care, technical schools,

Dog kennels,

Garages,

Hotel and motel use,

Laboratories,

Lumberyards,

Office buildings,

Parking lots—commercial and noncommercial,

Passenger and freight—stations and terminals,

Police and fire stations,

Post offices,

Radio and television transmitting stations and studios,

Religious facilities,

Restaurants,

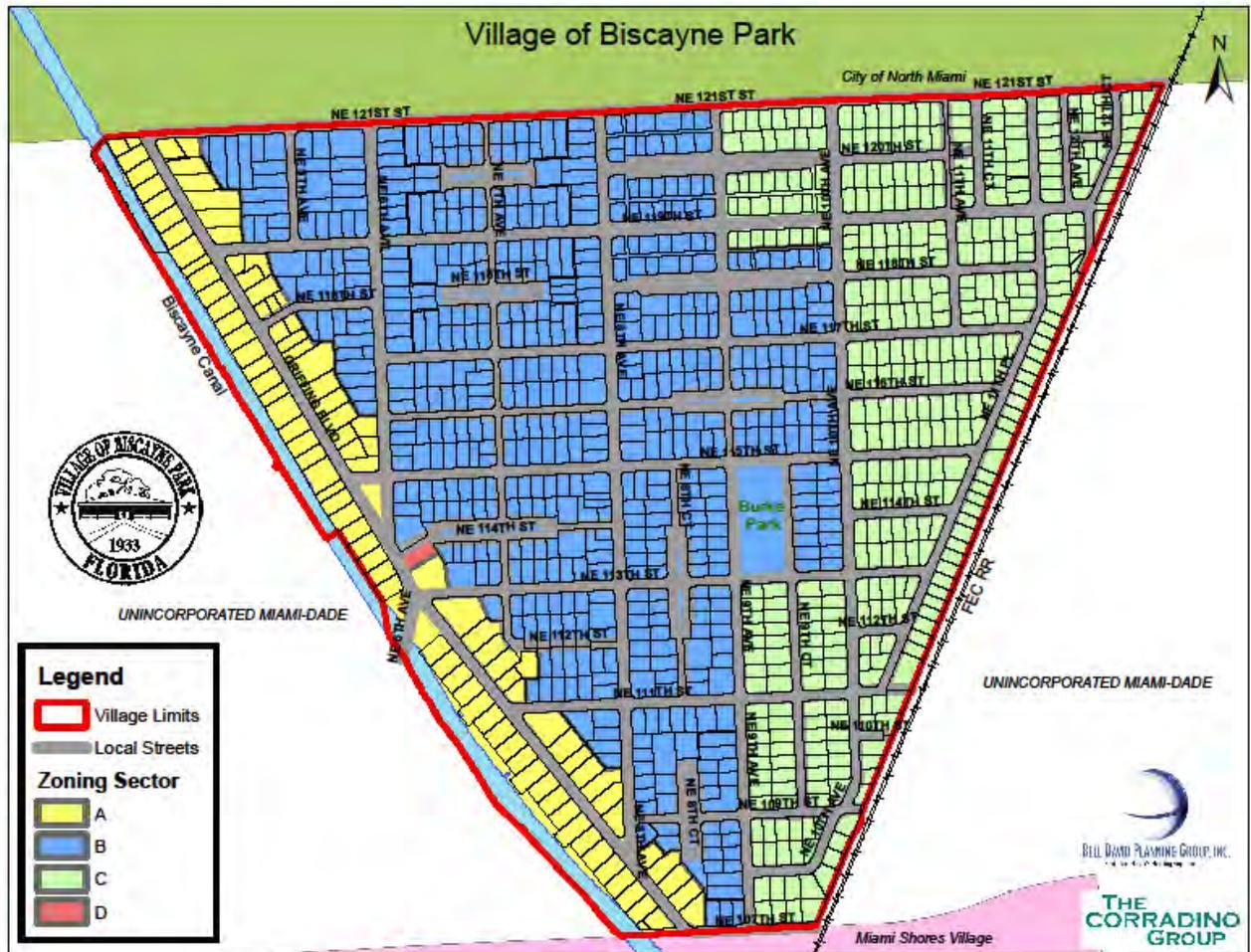
Salesrooms and storage show rooms,

Retail uses subject to conditions,

Telecommunications hubs,

Warehouse, including membership, storage and home improvement,

Figure 7. Village of Biscayne Zoning Map



Village of Biscayne Park Equivalent Zoning Districts

None - Upon annexation the Village will incorporate these Zoning Districts into its Land Development Regulations.

LIST OF SERVICES TO BE PROVIDED

a. Police

The Biscayne Park Police Department currently comprises 11 sworn full-time officers and 14 sworn reserve officers that serve the Village a minimum 24 hours a month. The current 2013-14 budget is \$997,989. The Department is the recipient of numerous State and regional awards.

Approximately 2 additional officers will be needed to service the annexed area. Additional first year costs associated with the annexation would be \$134,713

b. Fire Protection

Fire Protection is provided by Miami-Dade County fire services.

c. Water Supply and Distribution

The Village of Biscayne Park is currently served by the City of North Miami. The City of North Miami currently services the annexation area through its water supply and distribution system. To meet the demands of North Miami's Water Service Area the City purchases additional capacity from the Miami-Dade Water and Sewer Department (MDWASD).

d. Facilities for Collection and Treatment of Sewage

The Village's properties are currently utilizing septic systems. The Miami-Dade County Water and Sewer Department currently services the annexation area through its collection and treatment system and will continue to do so. Should the Village convert to a sewage system, the capacity needed for the annexation area will be considered in the future plan.

e. Garbage and Refuse Collection and Disposal

The Village will serve residential customers with the same level of service provided to Village residents. Multi-family and commercial areas will continue to contract with private service providers.

f. Street Lighting

Florida Power and Light provides electricity and lighting to the annexation area and will continue to do so.

g. Street Construction and Maintenance

The State of Florida will be responsible for the maintenance of State roads while Miami-Dade County will be responsible for County roads. The remaining municipal streets, per an interlocal agreement transferring responsibility, will become Village roads.

h. Park and Recreation Facilities and Services

The annexation area will benefit from the existing Village of Biscayne Park parks and recreation facilities and services that are provided to residents.

i. Building Inspection and Code Compliance

The Village is responsible for all building inspections through the Building Official. If the annexation proposal is approved, it is anticipated that approximately one part-time code compliance officer will be needed to service this area. Additional first year costs associated with the annexation will be \$25,000.

j. Zoning Administration

The Village will be responsible for all zoning related matters.

k. Local Planning Services

The Village will be responsible for all planning related matters.

l. Special Services Not Listed Above

None

m. General Government

The Village has a Mayor-Commission-Manager form of government. The Mayor and four Commission members (Members of the Commission) are vested with all legislative powers as set forth in the municipal charter of the Village. The Commission's powers include establishing public policy and law. The Village Manager is responsible for the day to day administration of the Village.

The approximate increase in staff is from 31.0 FTE to 33.0 FTE with an additional associated cost of \$186,347 for Police and Code Compliance. The Village must determine the level of roadway maintenance and associated costs.

TIMETABLE FOR SUPPLYING SERVICES

a. Police

Immediate with additional personnel added within 6 months.

b. Fire Protection

Immediate/No Change. Miami-Dade Fire Rescue will continue to provide services in perpetuity.

c. Water Supply and Distribution

Immediate/No Change. The City of North Miami will continue to service this area and meet any future additional demands through additional capacity purchases from Miami-Dade County Water and Sewer Department.

d. Facilities for Collection and Treatment of Sewage

Immediate/No Change. Miami-Dade County Water and Sewer Department will continue to service the annexation area through its wastewater collection and treatment system.

e. Garbage and Refuse Collection and Disposal

Immediate/No Change. The Village will serve residential customers with the same level of service provided to Village residents. Multi-family and commercial areas will continue to contract with private service providers.

f. Street Lighting

Immediate/No Change. Any new lighting will be paid for through Special Taxing Districts or funded by FPL through user fees.

g. Street Construction and Maintenance

Immediate/No change. The County shall maintain responsibility for section line roadways while the Village will maintain roadways designated municipal streets per the interlocal agreement.

h. Park and Recreation Facilities and Services

Immediate/No Change. In the future, there may be opportunities to acquire lands for recreation through outright purchase, using grant funding or dedications.

i. Building Inspection and Code Compliance

Immediate with additional personnel added within 6 months.

j. Zoning Administration

Immediate.

k. Local Planning Services

Immediate.

l. Special Services Not Listed Above

Immediate/No Change.

m. General Government

Immediate/No Change After the annexation process is completed the Village will be responsible for all general government services.

FINANCING OF SERVICES

a. Police

The City will fund this service through its General Fund via tax collections, citations and arrests and intergovernmental revenue sharing.

b. Fire Protection

Fire and Rescue services will continue to be provided by Miami-Dade County Fire Rescue Department. Services are financed through the Fire Rescue Special Taxing District.

c. Water Supply and Distribution

Water supply and distribution services will continue to be provided by the City of North Miami with additional capacity purchased from MDWASD. Costs associated with new development (water main extensions and connections) will be paid by the developers. Residential and commercial water usage charges will provide the revenues for the continued operation and maintenance of the water supply and distribution system.

d. Facilities for Collection and Treatment of Sewage

Wastewater treatment and collection services will continue to be provided by MDWASD. Costs associated with new development (wastewater main extensions and connections) will be paid by the developers. Residential and commercial sewer usage charges will provide the revenues for the continued operation and maintenance of the wastewater treatment and collection system.

e. Garbage and Refuse Collection and Disposal

The Village will serve residential customers with the same level of service provided to Village residents. Multi-family and commercial areas will continue to contract with private service providers. Services provided by the Village are financed through a special assessment.

f. Street Lighting

Street lighting is financed through FP&L or Special Taxing Districts created by new development.

g. Street Construction and Maintenance

The costs of new street construction will be funded by the associated new development. Maintenance of streets will be funded through the Village's General Fund.

h. Park and Recreation Facilities and Services

The operation and maintenance of these facilities will continue to be funded through the General Fund.

i. Building Inspection and Code Compliance

Building Inspections and Code Compliance are financed through user fees and other sources (fines).

j. Zoning Administration

Zoning Administration services are financed through user fees and general funds.

k. Local Planning Services

Local Planning Services are financed through user fees and general funds.

l. Special Services Not Listed Above
None

m. General Government

General Government Services are provided and funded through tax collections and additional revenue sources such as: Utility taxes, franchise fees and intergovernmental revenue sharing.

TAX LOAD ON ANNEXATION AREA

Gross Revenue is based on the 2013 Taxable Property Rolls and other revenues. The cost of providing services (expenditures) is based on expected costs the Village believes it will incur. Since the proposed annexation area may undergo redevelopment, revenues and expenditures will be constantly changing as new development is added to the tax rolls and more services are required..

Below is a comparison table showing various Property Tax Revenue scenarios for the annexation area.

The Village's 2013 millage rate is 9.7000. The 2013 Miami-Dade County millage rate is 1.9283.

Property Tax Revenue is determined by the following formula: Revenue = Taxable Property X Millage X .95/1000

	MILLAGE RATE	2012 TAXABLE PROPERTY ROLLS	PROPERTY TAX REVENUE	COST OF PROVIDING SERVICES^	NET BUDGET GAIN/LOSS
Biscayne Park East Annexation Area	9.7000	\$46,585,511	\$429,285	\$159,713	+\$269,572
Miami-Dade County	1.9283		\$85,339 (UMSA)	\$159,713	-\$74,374

^ For Village Police and Code Compliance Only

Additional fiscal goals of this endeavor are to build Village reserves as well as reduce the tax burden (decrease millage rate) on all Village residents.

CERTIFICATION OF DIRECTOR OF PLANNING & ZONING (NOW RER)

See Certification of County Supervisor of Registration (Elections) and Department of Regulatory and Economic Resources – Responses Section

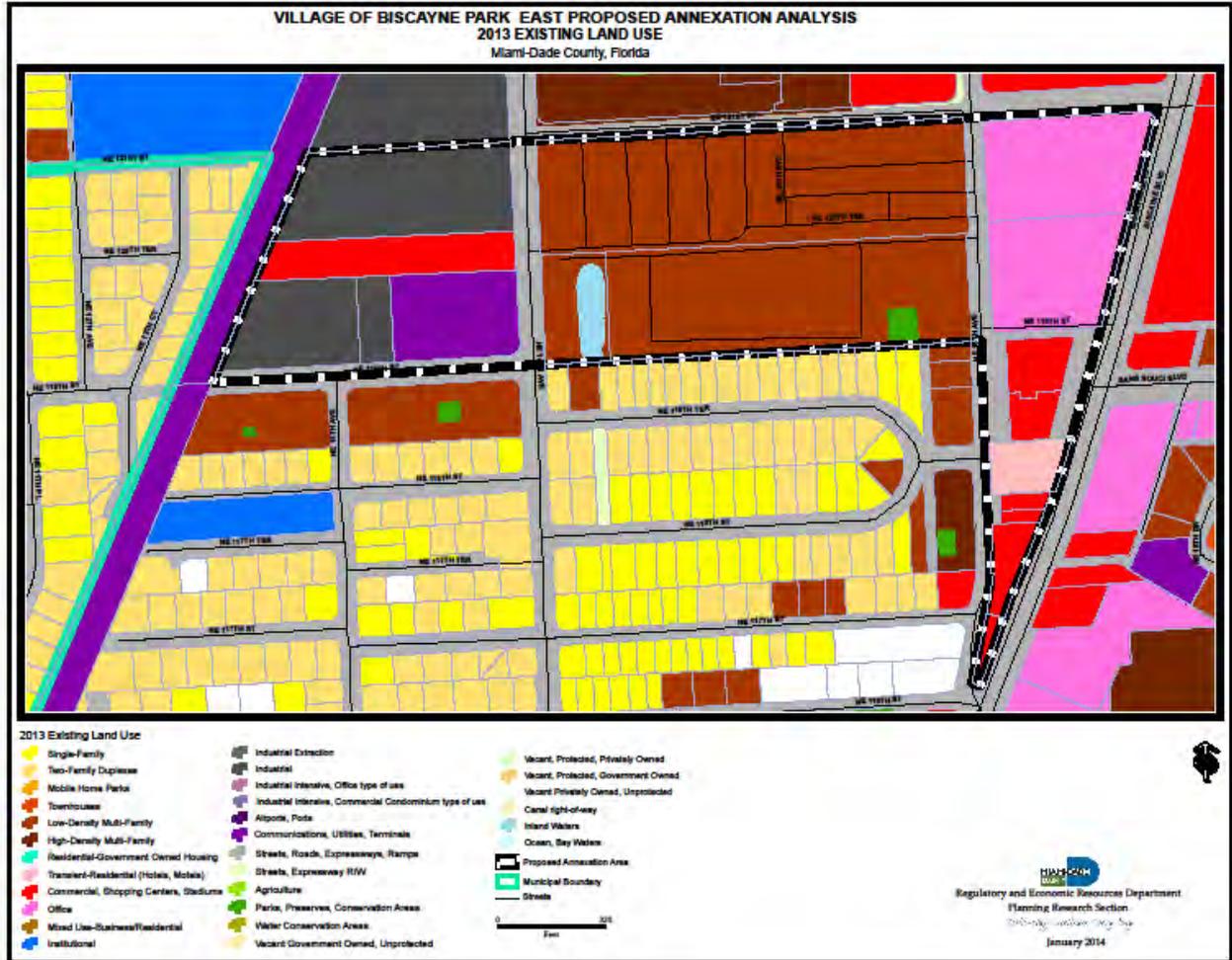
PETITION WITH CLERK OF COUNTY COMMISSION

Not required for an annexation application initiated by a municipal governing body.

END

ATTACHMENTS

Attachment "A" – Existing Land Use Map



Attachment "B" – Certified List of Property Owners



Sticky Note 1/30/2014 3:17:10 
Village Clerk Options 

Due to size of file, listing is available for viewing at Village Clerk's Office. Thank you.



VILLAGE OF BISCAYNE PARK

Celebrating 80 Years

1933-2013

Transparency, Integrity & Professionalism

Industrial Area Annexation Report

February 4, 2014



Village Commission

David Coviello, Mayor

Barbara Watts, Vice Mayor

Bob Anderson, Commissioner

Fred Jonas, Commissioner

Roxanna Ross, Commissioner

Village Administration

Heidi Shafran, AICP, Village Manager

Maria C. Camara, Village Clerk

Prepared by:



774 NE 126th Street, Suite 1
North Miami, FL 33161

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INTRODUCTION

An excerpt from *"Miami's Historic Neighborhoods: A History of Community"* edited by Becky Roper Matkov.:

"In 1921, when Miami was preparing for the soon to arrive flood of land speculators, the area that was to become Biscayne Park was unincorporated, undeveloped and for the most part, fields of tomatoes belonging to Arthur Mertlow Griffing. Mr. Griffing was originally from Norwich, New York and had settled in Florida in 1903 to manage the Little River nursery. He built a large home and established Griffing Tropical Nurseries and Groves in and around a seven acre site that today is the Colonial Shopping Center along Dixie Highway and 125th Street in North Miami. Mr. Griffing was a landscaper for Carl Fisher's Miami Beach projects. By 1917, the horticulturalist changed hats to become a developer.

By the 1920's, Mr. Griffing had acquired and begun developing land along Dixie Highway north of Miami. The nursery was sold and the land subdivided and named Griffing Biscayne Park Estates. Mr. Griffing continued his love of landscaping by carefully planting the area with shrubs and trees so that Biscayne Park Estates resembled a huge botanical garden.

Early in January 1923, Mr. Griffing began advertising in the Miami Daily Metropolis and set up a miniature of the Park on the grounds of the Halcyon Hotel on Flagler Street. Prospective buyers were shuttled from downtown Miami to the new "Gateway to Miami". Mr. Griffing combined his land sales with his nursery promotions by offering a free strawberry shortcake to potential buyers, particularly young families to live in his new development. In addition he produced safe environments for children to play near their homes by creating many cul-de-sacs. The well-landscaped streets, medians and park areas laid out by Mr. Griffing set the stage for the first homes erected in the development which cost between \$4,000 and \$4,500. The shortcake incentive was later upgraded to a mixed box of grapefruits and oranges.

By a vote of its 113 citizens, the Town of Biscayne Park was incorporated on December 31, 1931, and on June 16th, 1933, a state charter was granted changing the name to the Village of Biscayne Park. The Works Progress Administration built a log cabin, a clear and distinct reference to the Depression as well as to the simplicity of the American frontier days. On February 1, 1933, at the height of the Depression, the Federal Emergency Relief Program provided the labor for the Dade County pine construction. William Green, a resident of the Park, as well as a Councilperson, was a regional administrator for the Federal program and was certainly instrumental in the creation of the Park's singular and distinctive building. The actual expenses incurred were a grand total of \$247, met by individual donations of \$5 to \$20 and gifts from the Card Club that ranged from \$10 to \$22. In light of today's multiple million dollar projects, these modest sums seem very quaint, but when held in light of the circumstances in which they occurred during the national depression, they reflect generous and caring residents and a community that was conscientious of their town. At a special ceremony on January 24th, 1935, the finished Log Cabin was officially turned over to the Village, and to this day has been the center for the daily operations of the Park. Since its creation in the thirties, it has been the prized symbol of the Village of Biscayne Park."

Although founded in 1933, the Village of Biscayne Park retains its heritage through tree-lined medians, original homes and historic log cabin/Village Hall. Located on the northeast Miami-Dade County, Biscayne Park prides itself on its quality of life enjoyed by over 3,000 residents.

And although the demographics of the Village have changed the quality of life and the desire to maintain the small town atmosphere has not.

What has changed is that the Village now believes that the timing for annexation efforts is right due to present annexation and incorporation efforts throughout Miami-Dade County. The area to the Village's East is an area that has future development. The Village is in a position to provide the proposed annexation area with high quality municipal services, better access to local government services without extraordinary additional resources.

Therefore, with this submittal, the Village of Biscayne Park (Village) wishes to initiate the annexation process in order to annex approximately **10.9 acres** which are contiguous to the Village's current Eastern municipal boundary (See Location Aerial).

The Annexation Area is described as area bordered on the West-Side by the FEC Railway, on North-Side by Northeast 121 Street, on the East-Side by Northeast 14th Avenue, on the South-Side by Northeast 119 Street. This area is accessible through the existing street network.

The 2012 population figures showed that approximately 3,099 persons reside in the Village. At this time, the addition of the Annexation Area would not increase the Village's population.

With its current successes the Village wishes to expand so that the following goals may also benefit the Annexation Area:

- Improving services and infrastructure;
- Having a local government that is aware of and concerned with the business community's development and the quality of life for local residents and businesses;
- Instilling pride and participation;
- Improving the process of development regulation;
- Providing for a local government that is accountable for how taxes are spent and is willing to participate with all other Miami-Dade municipalities, old and new, in providing financial assistance to some of the less fortunate areas of the County;

In summary, the Annexation Area will further provide for the fiscal strength of the Village by diversifying and increasing its tax base and allowing for significant job creation opportunities. Through more localized planning and review and enforcement of regulations the needs of this very important employment and economic center will be fully realized.

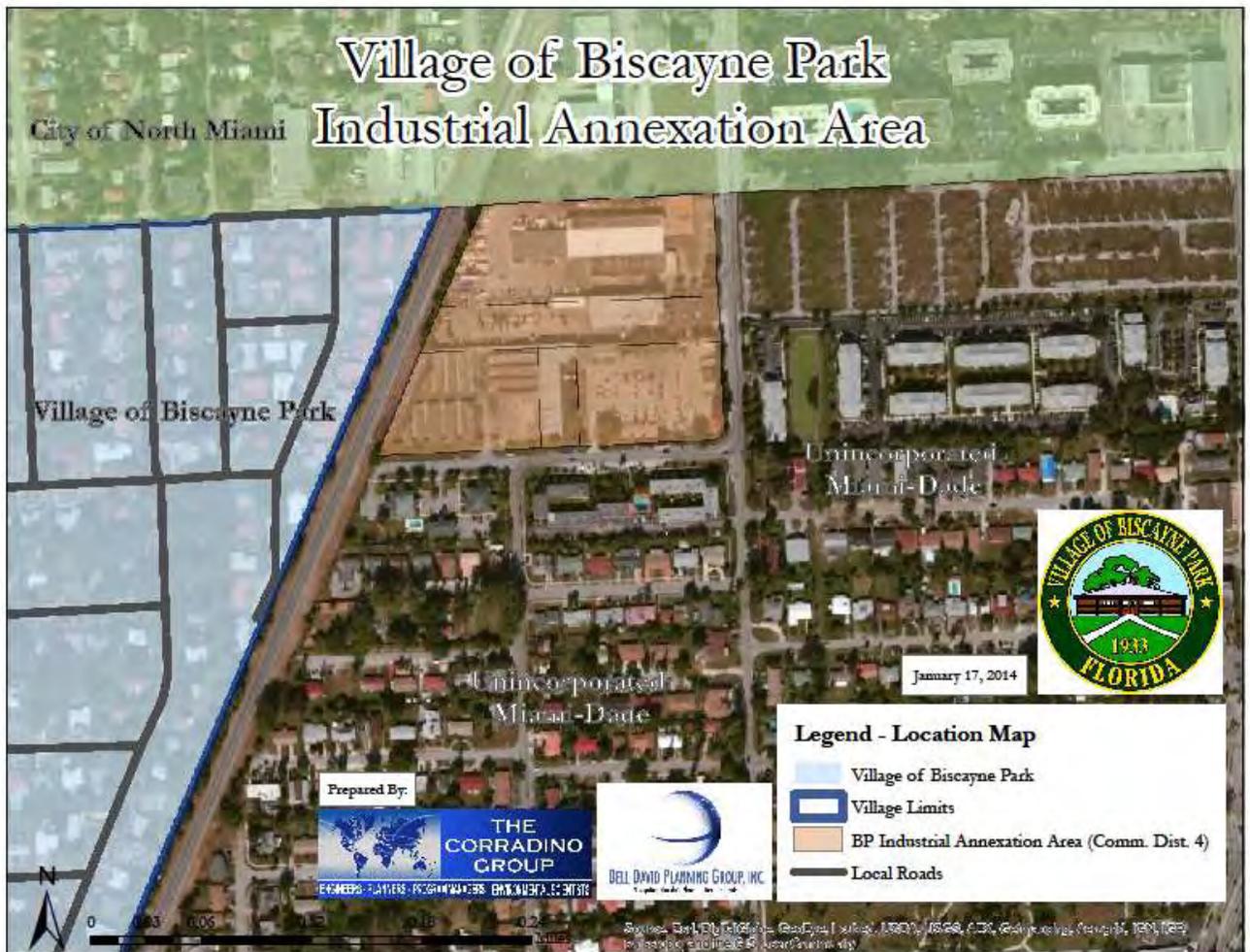
Figure 1. Location Aerial



Figure 2. Proposed Annexation Area Location



Figure 3. Biscayne Park Industrial Annexation Area



RESOLUTION

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RESOLUTION NO. 2014-10

A RESOLUTION OF THE MAYOR AND VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA, INITIATING AND REQUESTING PROPOSED BOUNDARY CHANGES TO THE VILLAGE OF BISCAYNE PARK IN ORDER TO ANNEX PROPERTY DESCRIBED AS AN AREA BORDERED ON THE WEST SIDE BY THE FEC RAILWAY, ON THE NORTH SIDE BY NORTHEAST 121 STREET, ON THE EAST SIDE BY NORTHEAST 14 AVENUE, AND ON THE SOUTH SIDE BY NORTHEAST 119 STREET IN MIAMI-DADE COUNTY, FLORIDA; REQUESTING APPROVAL FOR ANNEXATION FROM THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA; AUTHORIZING THE APPROPRIATE VILLAGE OFFICIALS TO TAKE ANY AND ALL ACTIONS NECESSARY TO SUBMIT A REQUEST FOR THE PROPOSED BOUNDARY CHANGES TO THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA; AUTHORIZING TRANSMITTAL OF THIS RESOLUTION AND ACCOMPANYING DOCUMENTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Section 6.04 of the Miami-Dade County Home Rule Charter and Section 20-3 of the Code of Miami-Dade County, the Village of Biscayne Park (the "Village") wishes to initiate a proposed boundary change by Resolution after public hearing, upon mailed notice provided to all affected property owners within 600 feet of the proposed boundaries and notice provided by publication; and

WHEREAS, on this date, the Village Commission conducted a public hearing that was properly noticed in accordance with the requirements of Section 20-3 of the Code of Miami-Dade County; and

WHEREAS, the Village Commission has determined that the annexation of the area described as an area bordered on the West side by the FEC Railway, on the North side by Northeast 121 Street, on the East side by Northeast 14 Avenue, and on the South side by Northeast 119 Street in Miami-Dade County, Florida, more particularly described in Exhibit "A" is necessary, appropriate, and in the best interests of the Village and its citizens;

1 **NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND VILLAGE**
2 **COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA, AS**
3 **FOLLOWS:**

4 Section 1. The above recitals are true and correct and are incorporated herein by
5 this reference.

6 Section 2. The Village Commission hereby approves the enlargement of the
7 Village's boundaries to the areas described as an area bordered on the West side by the FEC
8 Railway, on the North side by Northeast 121 Street, on the East side by Northeast 14 Avenue,
9 and on the South side by Northeast 119 Street in Miami-Dade County, Florida, and authorizes
10 the initiation of municipal boundary change procedures pursuant to Section 6.04 of the Miami-
11 Dade County Home Rule Charter and Chapter 20 of the Code of Miami-Dade County.

12 Section 3. The Village Commission hereby requests that the Board of County
13 Commissioners of Miami-Dade County, Florida adopt an appropriate ordinance approving the
14 request of the Village for the annexation of the lands described as an area bordered on the West
15 side by the FEC Railway, on the North side by Northeast 121 Street, on the East side by
16 Northeast 14 Avenue, and on the South side by Northeast 119 Street in Miami-Dade County,
17 Florida, as more particularly described in Exhibit "A", attached hereto and incorporated herein.

18 Section 4. The appropriate Village officials are hereby authorized and directed to
19 perform any and all actions as may be deemed necessary or desirable to initiate and continue
20 the boundary change procedure in accordance with Chapter 20 of the Code of Miami-Dade
21 County and submit the annexation proposed herein to the Board of County Commissioners of
22 Miami-Dade County for their consideration.

23 Section 5. The Village Clerk is hereby authorized and directed to transmit three (3)
24 certified copies of this Resolution, together with proof of compliance with the notice

1 procedures and all accompanying documentation as set forth in Section 20-3 of the Code of
2 Miami-Dade County to the Miami-Dade County Board of County Commissioners.

3 Section 6. This resolution shall take effect immediately upon its adoption.

4

5 PASSED AND ADOPTED this ___ day of _____, 2014.

6

7

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

8

9

10

11

David Coviello, Mayor

Mayor Coviello: _____

Vice Mayor Watts: _____

12

Commissioner Anderson: _____

13

Attest:

Commissioner Jonas: _____

14

Commissioner Ross: _____

15

16

17

Maria C. Camara, Village Clerk

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19

20

Approved as to form:

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22

23

24

Village Attorney

25

26

27

EXHIBIT "A"

Legal Description:

An area bordered on the West-Side by the FEC Railway, on North-Side by Northeast 121 Street, on the East-Side by Northeast 14th Avenue, on the South-Side by Northeast 119 Street in Miami-Dade County, Florida.

HEARING AND COURTESY NOTICES

Hearing Notice Ad Tuesday January 21, 2014



NOTICE OF PUBLIC HEARING

A public hearing will be held at the regular meeting of the Village Commission of the Village of Biscayne Park on Tuesday, February 4, 2014, at 7:00pm at the Ed Burke Recreation Center, 11400 NE 9th Court, Biscayne Park, FL, on the following:

RESOLUTION 2014-09

A RESOLUTION OF THE MAYOR AND VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA, INITIATING AND REQUESTING PROPOSED BOUNDARY CHANGES TO THE VILLAGE OF BISCAYNE PARK IN ORDER TO ANNEX PROPERTY DESCRIBED AS AN AREA BORDERED ON THE WEST-SIDE BY THE FEC RAILWAY, ON NORTH-SIDE BY NORTHEAST 121 STREET, ON THE EAST-SIDE BY BISCAYNE BOULEVARD, ON THE SOUTH-SIDE BY NORTHEAST 119 STREET, EXCEPT THAT BETWEEN NORTHEAST 16 AVENUE AND BISCAYNE BOULEVARD THE SOUTH BORDER SHALL EXTEND TO THE POINT WHERE NORTHEAST 16 AVENUE AND BISCAYNE BOULEVARD INTERSECT NEAR NORTHEAST 116 STREET IN MIAMI-DADE COUNTY, FLORIDA; REQUESTING APPROVAL FOR ANNEXATION FROM THE BOARD OF COUNTY COMMISSIONERS; AUTHORIZING THE MAYOR, VILLAGE MANAGER, VILLAGE CLERK AND VILLAGE ATTORNEY TO TAKE ANY AND ALL ACTIONS NECESSARY TO SUBMIT A REQUEST FOR THE PROPOSED BOUNDARY CHANGES TO THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA; AUTHORIZING TRANSMITTAL OF THIS RESOLUTION AND ACCOMPANYING DOCUMENTS; AND PROVIDING FOR AN EFFECTIVE DATE.



RESOLUTION 2014-10

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All documentation pertaining to this notice may be inspected by the public at the Office of the Village Clerk in Village Hall, 640 NE 114th Street. Interested parties may appear and be heard at the meeting or file written notice of approval or objection with the Village Clerk prior to the meeting. In accordance with the provision of F.S. Section 286.0105, should any person seek to appeal any decision made by the Board 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 at (305) 899 8000 no later than four (4) days prior to the proceeding for assistance. On day of meeting, if called in by 11:00am, we will do our best to accommodate your request.



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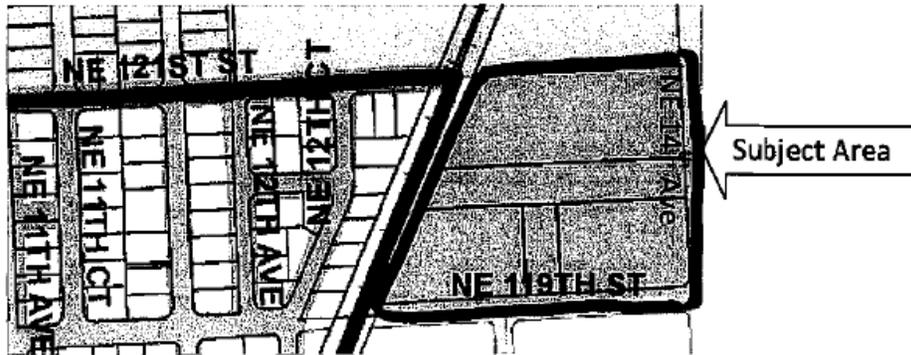
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Subject Area for Resolution 2014-09



Subject Area for Resolution 2014-10



MAP AND LEGAL DESCRIPTION

See Figures 1-3. above for location

Legal Description:

An area bordered on the West-Side by the FEC Railway, on North-Side by Northeast 121 Street, on the East-Side by Northeast 14 Avenue, on the South-Side by Northeast 119 Street in Miami-Dade County, Florida.

Total Number of Acres: 10.9

CERTIFICATION OF COUNTY SUPERVISOR OF REGISTRATION (ELECTIONS) AND DEPARTMENT OF REGULATORY AND ECONOMIC RESOURCES – RESPONSES



Elections
2700 NW 87th Avenue
Miami, Florida 33172
T 305-499-8683 F 305-499-8547
TTY: 305-499-8480

CERTIFICATION

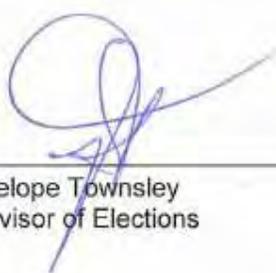
STATE OF FLORIDA)

COUNTY OF MIAMI-DADE)

I, Penelope Townsley, Supervisor of Elections of Miami-Dade County, Florida, do hereby certify that the Village of Biscayne Park Industrial Area Annexation, as described below, has 6 voters.

The annexation area is described as: "bounded by NE 121st Street to the North; FEC Railway to the West; 119th Street to the South; and NE 14th Avenue to the East."

WITNESS MY HAND
AND OFFICIAL SEAL,
AT MIAMI, MIAMI-DADE
COUNTY, FLORIDA,
ON THIS 27th DAY OF
JANUARY, 2014



Penelope Townsley
Supervisor of Elections

Please submit a check for \$50.00 to our office payable to "Miami-Dade County" for the cost of research and labor

RER RESPONSE

Table 1. Village of Biscayne Park Proposed Industrial Annexation Area				
From the West-Side by the FEC Railway, on North-Side by Northeast 121 Street, on the East-Side by Northeast 14 Avenue, on the South-Side by Northeast 119 Street				
2014 Existing Land Use – Annexation Area and Village of Biscayne Park				
Land Use	Annexation Area (Acres)	Annexation Area (Percent of Total)	Biscayne Park (Area Acres)	Biscayne Park (Percent of Total)
Residential	0.0	0.0	283.7	69.7
Commercial & Office & Transient Residential	2.0	18.2	0.2	0.1
Industrial	6.7	61.8	0.0	0.0
Institutional	0.0	0.0	3.0	0.7
Parks/Recreation	0.0	0.0	4.1	1.0
Transportation, Communication, Utilities	2.2	20.1	105.0	25.8
Agriculture	0.0	0.0	0.0	0.0
Undeveloped	0.0	0.0	1.9	0.5
Inland Waters	0.0	0.0	9.2	2.2
Total:	10.9	100.0	407.2	100.0
Source: Miami-Dade County Department of Regulatory and Economic Resources, Planning Research Section, January 2014				

See Attachment “A” – Existing Land Use Map

STATEMENT OF REASON FOR BOUNDARY CHANGES

The proposed annexation area as shown abuts the Village of Biscayne Park at its Eastern limit. Policy 1.9 (Intergovernmental Coordination Element) of the Village's Comprehensive Plan has identified the annexation of this general area to be a priority. Annexing the approximately 10.9 acre area will also insure that the quality of life for businesses and residents will remain through continued proper planning and development practices. The Village believes the annexation area is complementary to development already existing in the Village.

The Village intends to:

- Protect and maintain the character of the Village while infusing that character into its current eastern edge by annexation;
- Grow and diversify the Village's tax base through annexation to include more non-residential uses; such as light industrial (currently, 100% of Village tax burden is on residents);
- Decrease the overall millage rate for current Village residents;
- Bring in additional revenue as current revenue stream has decreased;
- Enable the Village to enhance its current eastern boundary through annexation with policing and code compliance initiatives – a win win for Village and annexation area; and,
- Allow for greater control of area surrounding our boundaries.

The Village now believes that the timing for annexation efforts is right due to present annexation and incorporation efforts throughout Miami-Dade County. The County Commission is now more involved in the annexation and incorporation process and wishes to focus on more "regional services", hence, greater support from County. And finally, smaller municipalities in the County with similar challenges have already submitted applications for annexation and are in process.

As stated previously, proper planning and development practices and compatibility are extremely important to the Village. Through more localized planning, review and enforcement of regulations the needs of this neighborhood residential area, employment and economic center will be fully realized.

Finally, property owners within the proposed annexation area **will benefit from more localized government.**

NOTIFICATION OF PROPERTY OWNERS OF VILLAGE INTENT

Formal notice of the public hearing (See Hearing and Courtesy Notices) by the Village proceeding with the annexation has been sent to property owners within the area and within 600 feet thereof. Proof of compliance with this section shall be required. **(See Attachment "B" - CERTIFIED LIST OF PROPERTY OWNERS)**

LAND USE PLAN AND ZONING

The land use and zoning consists of industrial and office, as shown on the Miami-Dade County Comprehensive Development Master Plan Future Land Use Plan Map and the respective Zoning Map.

According to the Inventory of Existing Land Uses provided by the Miami-Dade County Department of Regulatory and Economic Resources the Annexation Area is approximately 10.9 acres in size. The following table details the major land use categories by number of acres and percentage of total. A map of the existing land uses may be found in Attachment "A".

Table 2. Inventory of Land Uses

Land Use	Number of Acres	Percent of Total
Residential	0.0	0.0
Commercial & Office	2.0	18.2
Industrial	6.7	61.8
Institutional	0.0	0.0
Parks & Recreation Open Space	0.0	0.0
Transportation, Communications, Utilities	2.2	20.1
Agriculture	0.0	0.0
Undeveloped	0.0	0.0
Inland Water	0.0	0.0
TOTAL	10.9	100.0

The Village has adopted both a Comprehensive Development Master Plan and Land Development Code.

Future Land Use Designations for Annexation Area

The Annexation Area is designated *Industrial and Office* on the Miami-Dade County Future Land Use Plan Map. Upon annexation, the Village will incorporate this Land Use into its Comprehensive Plan.

Please see Future Land Use Plan Map for more detailed Land Use designation locations.

Also, for reference purposes, the relevant Land Use Designation descriptions are included and were obtained from the Miami-Dade County Comprehensive Development Master Plan 2015-2025 and the Village of Biscayne Park Comprehensive Plan.

Figure 4. Miami-Dade County Industrial Annexation Area Future Land Use Map



Future Land Use Plan Map Designations (Miami-Dade County)

Industrial and Office

Manufacturing operations, maintenance and repair facilities, warehouses, mini-warehouses, office buildings, wholesale showrooms, distribution centers, and similar uses are permitted in areas designated as "Industrial and Office" on the LUP map. Also included are construction and utility-equipment maintenance yards, utility plants, public facilities, hospitals and medical buildings. The full range of telecommunication facilities, including switching and transmission facilities, satellite telecommunications facilities, microwave towers, radar stations and cell towers is also allowed. Very limited commercial uses to serve the firms and workers in the industrial and office area are allowed dispersed as small business districts and centers throughout the industrial areas. Hotels and motels are also authorized. Freestanding retail and personal service uses and shopping centers larger than 10 acres in size are prohibited in these areas because they would deplete the industrial land supply and they are better located in commercially designated areas and in closer proximity to residential areas. Freestanding retail and personal service uses and shops that are approved in Industrial and Office areas should front on major access roads, particularly near major intersections. In addition, uncommon commercial uses such as amusement uses, and others with unusual siting requirements may also be considered at appropriate locations. Quarrying activities and ancillary uses may also be approved in areas designated Industrial and Office where compatible with the surrounding area and environment. The specific range and intensity of uses appropriate in a particular Industrial and Office area vary by location as a function of the availability of public services and access and, among other factors, compatibility with neighboring development. Through the zoning review process, use of particular sites or areas may be limited to something less than the maximum allowed in this category. Moreover, special limitations may be imposed where necessary to protect environmental resources.

* * *

Figure 6. Miami-Dade County Industrial Annexation Area Zoning Map



Zoning Districts (Miami-Dade County)

Article XXIX. IU-1, Industrial, Light Manufacturing District
(Condensed)

Sec. 33-259. Uses permitted.

No land, body of water or structure shall be used or permitted to be used and no structure shall be erected, constructed, moved or reconstructed, structurally altered, or maintained, which is designed, arranged or intended to be used or occupied for any purpose, unless otherwise provided herein, in IU-1 District, excepting for one (1) or more of the following:

Residential uses as a watchman's or caretaker's quarters in connection with an existing industrial use located on the premises concerned,

Adult day care center,

Animal hospitals,

Auditoriums,

Auto painting, repair, service stations, sales and rentals,

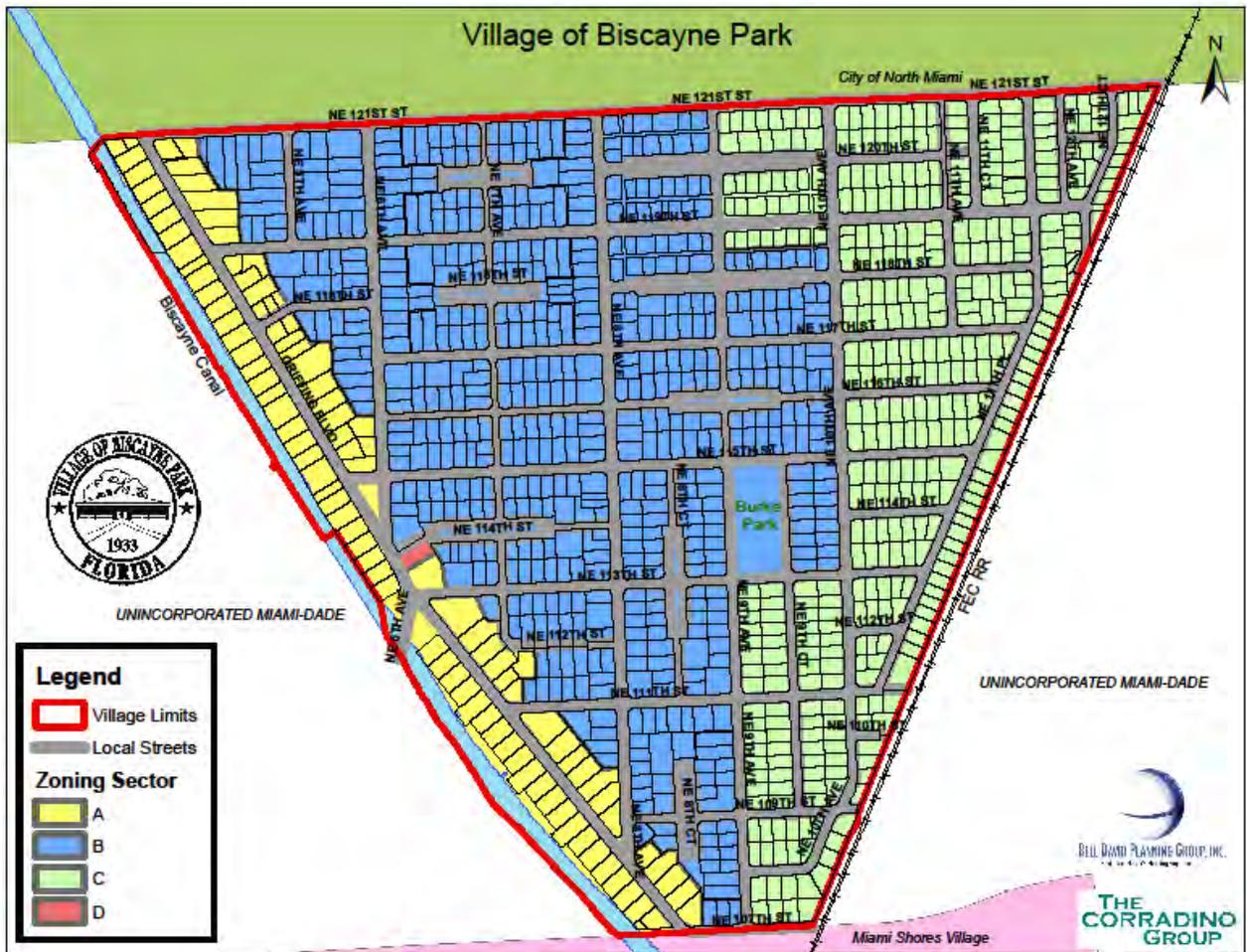
Bakeries,

Banks,

Commuter colleges/universities,

Day nursery, kindergarten, schools and after school care, technical schools,
Dog kennels,
Garages,
Hotel and motel use,
Laboratories,
Lumberyards,
Office buildings,
Parking lots—commercial and noncommercial,
Passenger and freight—stations and terminals,
Police and fire stations,
Post offices,
Radio and television transmitting stations and studios,
Religious facilities,
Restaurants,
Salesrooms and storage show rooms,
Retail uses subject to conditions,
Telecommunications hubs,
Warehouse, including membership, storage and home improvement,

Figure 7. Village of Biscayne Zoning Map



Village of Biscayne Park Equivalent Zoning Districts

None - Upon annexation the Village will incorporate this Zoning District into its Land Development Regulations.

LIST OF SERVICES TO BE PROVIDED

a. Police

The Biscayne Park Police Department currently comprises 11 sworn full-time officers and 14 sworn reserve officers that serve the Village a minimum 24 hours a month. The current 2013-14 budget is \$997,989. It is anticipated no additional officers will be needed to service this area. The Department is the recipient of numerous State and regional awards.

b. Fire Protection

Fire Protection is provided by Miami-Dade County fire services.

c. Water Supply and Distribution

The Village of Biscayne Park is currently served by the City of North Miami. The City of North Miami currently services the annexation area through its water supply and distribution system. To meet the demands of North Miami's Water Service Area the City purchases additional capacity from the Miami-Dade Water and Sewer Department (MDWASD).

d. Facilities for Collection and Treatment of Sewage

The Village's properties are currently utilizing septic systems. The Miami-Dade County Water and Sewer Department currently services the annexation area through its collection and treatment system and will continue to do so. Should the Village convert to a sewage system, the capacity needed for the annexation area will be considered in the future plan.

e. Garbage and Refuse Collection and Disposal

The Village will serve residential customers with the same level of service provided to Village residents. Multi-family and commercial areas will continue to contract with private service providers.

f. Street Lighting

Florida Power and Light provides electricity and lighting to the annexation area and will continue to do so.

g. Street Construction and Maintenance

The State of Florida will be responsible for the maintenance of State roads while Miami-Dade County will be responsible for County roads. The remaining municipal streets, per an interlocal agreement transferring responsibility, will become Village roads.

h. Park and Recreation Facilities and Services

The annexation area will benefit from the existing Village of Biscayne Park parks and recreation facilities and services that are provided to residents.

i. Building Inspection and Code Compliance

The Village is responsible for all building inspections through the Building Official. If the annexation proposal is approved, it is anticipated that approximately one part-time code compliance officer will be needed to service this area. Additional first year costs associated with the annexation will be \$25,000.

j. Zoning Administration

The Village will be responsible for all zoning related matters.

k. Local Planning Services

The Village will be responsible for all planning related matters.

l. Special Services Not Listed Above

None

m. General Government

The Village has a Mayor-Commission-Manager form of government. The Mayor and four Commission members (Members of the Commission) are vested with all legislative powers as set forth in the municipal charter of the Village. The Commission's powers include establishing public policy and law. The Village Manager is responsible for the day to day administration of the Village.

There will be no increase in staff from the current 31.0 FTE. The Village must determine the level of roadway maintenance and associated costs.

TIMETABLE FOR SUPPLYING SERVICES

a. Police
Immediate.

b. Fire Protection
Immediate/No Change. Miami-Dade Fire Rescue will continue to provide services in perpetuity.

c. Water Supply and Distribution
Immediate/No Change. The City of North Miami will continue to service this area and meet any future additional demands through additional capacity purchases from Miami-Dade County Water and Sewer Department.

d. Facilities for Collection and Treatment of Sewage
Immediate/No Change. Miami-Dade County Water and Sewer Department will continue to service the annexation area through its wastewater collection and treatment system.

e. Garbage and Refuse Collection and Disposal
Immediate/No Change. The Village will serve residential customers with the same level of service provided to Village residents. Multi-family and commercial areas will continue to contract with private service providers.

f. Street Lighting
Immediate/No Change. Any new lighting will be paid for through Special Taxing Districts or funded by FPL through user fees.

g. Street Construction and Maintenance
Immediate/No change. The County shall maintain responsibility for section line roadways while the Village will maintain roadways designated municipal streets per the interlocal agreement.

h. Park and Recreation Facilities and Services
Immediate/No Change. In the future, there may be opportunities to acquire lands for recreation through outright purchase, using grant funding or dedications.

i. Building Inspection and Code Compliance
Immediate.

j. Zoning Administration
Immediate.

k. Local Planning Services
Immediate.

l. Special Services Not Listed Above
Immediate/No Change.

m. General Government

Immediate/No Change After the annexation process is completed the Village will be responsible for all general government services.

FINANCING OF SERVICES

a. Police

The City will fund this service through its General Fund via tax collections, citations and arrests and intergovernmental revenue sharing.

b. Fire Protection

Fire and Rescue services will continue to be provided by Miami-Dade County Fire Rescue Department. Services are financed through the Fire Rescue Special Taxing District.

c. Water Supply and Distribution

Water supply and distribution services will continue to be provided by the City of North Miami with additional capacity purchased from MDWASD. Costs associated with new development (water main extensions and connections) will be paid by the developers. Residential and commercial water usage charges will provide the revenues for the continued operation and maintenance of the water supply and distribution system.

d. Facilities for Collection and Treatment of Sewage

Wastewater treatment and collection services will continue to be provided by MDWASD. Costs associated with new development (wastewater main extensions and connections) will be paid by the developers. Residential and commercial sewer usage charges will provide the revenues for the continued operation and maintenance of the wastewater treatment and collection system.

e. Garbage and Refuse Collection and Disposal

The Village will serve residential customers with the same level of service provided to Village residents. Multi-family and commercial areas will continue to contract with private service providers. Services provided by the Village are financed through a special assessment.

f. Street Lighting

Street lighting is financed through FP&L or Special Taxing Districts created by new development.

g. Street Construction and Maintenance

The costs of new street construction will be funded by the associated new development. Maintenance of streets will be funded through the Village's General Fund.

h. Park and Recreation Facilities and Services

The operation and maintenance of these facilities will continue to be funded through the General Fund.

i. Building Inspection and Code Compliance

Building Inspections and Code Compliance are financed through user fees and other sources (fines).

j. Zoning Administration

Zoning Administration services are financed through user fees and general funds.

k. Local Planning Services

Local Planning Services are financed through user fees and general funds.

l. Special Services Not Listed Above
None

m. General Government

General Government Services are provided and funded through tax collections and additional revenue sources such as: Utility taxes, franchise fees and intergovernmental revenue sharing.

TAX LOAD ON ANNEXATION AREA

Gross Revenue is based on the 2013 Taxable Property Rolls and other revenues. The cost of providing services (expenditures) is based on expected costs the Village believes it will incur. Since the proposed annexation area may undergo redevelopment, revenues and expenditures will be constantly changing as new development is added to the tax rolls and more services are required.

Below is a comparison table showing various Property Tax Revenue scenarios for the annexation area.

The Village's 2013 millage rate is 9.7000. The 2013 Miami-Dade County millage rate is 1.9283.

Property Tax Revenue is determined by the following formula: Revenue = Taxable Property X Millage X .95/1000

	MILLAGE RATE	2012 TAXABLE PROPERTY ROLLS	PROPERTY TAX REVENUE	COST OF PROVIDING SERVICES^	NET BUDGET GAIN/LOSS
Biscayne Park East Annexation Area	9.7000	\$9,705,998	\$89,440	\$25,000	+\$64,440
Miami-Dade County	1.9283		\$17,780 (UMSA)	\$25,000	-\$7,220

^ For Village Part-Time Code Compliance Officer Only

Additional fiscal goals of this endeavor are to build Village reserves as well as reduce the tax burden (decrease millage rate) on all Village residents.

CERTIFICATION OF DIRECTOR OF PLANNING & ZONING (NOW RER)

See Certification of County Supervisor of Registration (Elections) and Department of Regulatory and Economic Resources – Responses Section

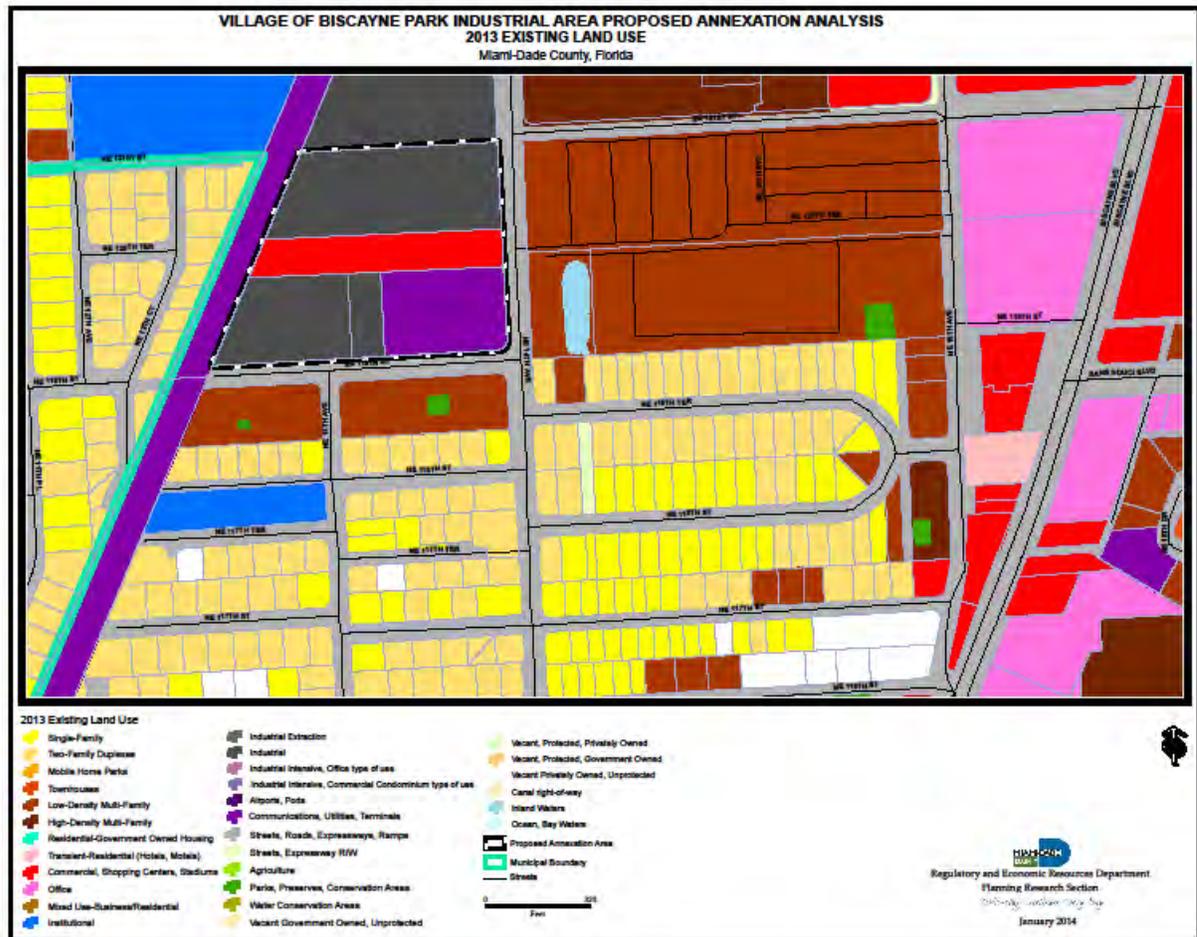
PETITION WITH CLERK OF COUNTY COMMISSION

Not required for an annexation application initiated by a municipal governing body.

END

ATTACHMENTS

Attachment "A" – Existing Land Use Map



Attachment "B" – Certified List of Property Owners



Sticky Note 1/30/2014 3:17:10 

Village Clerk Options 

Due to size of file, listing is available for viewing at Village Clerk's Office. Thank you.

1
2
3 **RESOLUTION NO. 2014-09**
4

5 **A RESOLUTION OF THE MAYOR AND VILLAGE COMMISSION OF**
6 **THE VILLAGE OF BISCAYNE PARK, FLORIDA, INITIATING AND**
7 **REQUESTING PROPOSED BOUNDARY CHANGES TO THE**
8 **VILLAGE OF BISCAYNE PARK IN ORDER TO ANNEX PROPERTY**
9 **DESCRIBED AS AN AREA BORDERED ON THE WEST SIDE BY THE**
10 **FEC RAILWAY, ON THE NORTH SIDE BY NORTHEAST 121**
11 **STREET, ON THE EAST SIDE BY BISCAYNE BOULEVARD, AND ON**
12 **THE SOUTH SIDE BY NORTHEAST 119 STREET, EXCEPT THAT**
13 **BETWEEN NORTHEAST 16 AVENUE AND BISCAYNE BOULEVARD**
14 **THE SOUTH BORDER SHALL EXTEND TO THE POINT WHERE**
15 **NORTHEAST 16 AVENUE AND BISCAYNE BOULEVARD**
16 **INTERSECT NEAR NORTHEAST 116 STREET IN MIAMI-DADE**
17 **COUNTY, FLORIDA; REQUESTING APPROVAL FOR ANNEXATION**
18 **FROM THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-**
19 **DADE COUNTY, FLORIDA; AUTHORIZING THE APPROPRIATE**
20 **VILLAGE OFFICIALS TO TAKE ANY AND ALL ACTIONS**
21 **NECESSARY TO SUBMIT A REQUEST FOR THE PROPOSED**
22 **BOUNDARY CHANGES TO THE BOARD OF COUNTY**
23 **COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA;**
24 **AUTHORIZING TRANSMITTAL OF THIS RESOLUTION AND**
25 **ACCOMPANYING DOCUMENTS; AND PROVIDING FOR AN**
26 **EFFECTIVE DATE.**
27

28 **WHEREAS**, pursuant to Section 6.04 of the Miami-Dade County Home Rule Charter
29 and Section 20-3 of the Code of Miami-Dade County, the Village of Biscayne Park (the
30 “Village”) wishes to initiate a proposed boundary change by Resolution after public hearing,
31 upon mailed notice provided to all affected property owners within 600 feet of the proposed
32 boundaries and notice provided by publication; and

33 **WHEREAS**, on this date, the Village Commission conducted a public hearing that was
34 properly noticed in accordance with the requirements of Section 20-3 of the Code of Miami-
35 Dade County; and

36 **WHEREAS**, the Village Commission has determined that the annexation of the area
37 described as an area bordered on the West side by the FEC Railway, on North side by
38 Northeast 121 Street, on the East side by Biscayne Boulevard, and on the South side by

1 Northeast 119 Street, except that between Northeast 16 Avenue and Biscayne Boulevard the
2 South border shall extend to the point where Northeast 16 Avenue and Biscayne Boulevard
3 intersect near Northeast 116 Street in Miami-Dade County, Florida, more particularly
4 described in Exhibit “A”, is necessary, appropriate, and in the best interests of the Village and
5 its citizens;

6 **NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND VILLAGE**
7 **COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA, AS**
8 **FOLLOWS:**

9 **Section 1.** The above recitals are true and correct and are incorporated herein by
10 this reference.

11 **Section 2.** The Village Commission hereby approves the enlargement of the
12 Village’s boundaries to the areas described as an area bordered on the West side by the FEC
13 Railway, on the North side by Northeast 121 Street, on the East side by Biscayne Boulevard,
14 and on the South side by Northeast 119 Street, except that between Northeast 16 Avenue and
15 Biscayne Boulevard the South border shall extend to the point where Northeast 16 Avenue and
16 Biscayne Boulevard intersect near Northeast 116 Street in Miami-Dade County, Florida, and
17 authorizes the initiation of municipal boundary change procedures pursuant to Section 6.04 of
18 the Miami-Dade County Home Rule Charter and Chapter 20 of the Code of Miami-Dade
19 County.

20 **Section 3.** The Village Commission hereby requests that the Board of County
21 Commissioners of Miami-Dade County, Florida adopt an appropriate ordinance approving the
22 request of the Village for the annexation of the lands described as an area bordered on the West
23 side by the FEC Railway, on North side by Northeast 121 Street, on the East side by Biscayne
24 Boulevard, and on the South side by Northeast 119 Street, except that between Northeast 16
25 Avenue and Biscayne Boulevard the South border shall extend to the point where Northeast 16

1 Avenue and Biscayne Boulevard intersect near Northeast 116 Street in Miami-Dade County,
2 Florida, more particularly described in Exhibit "A", attached hereto and incorporated herein.

3 **Section 4.** The appropriate Village officials are hereby authorized and directed to
4 perform any and all actions as may be deemed necessary or desirable to initiate and continue
5 the boundary change procedure in accordance with Chapter 20 of the Code of Miami-Dade
6 County and submit the annexation proposed herein to the Board of County Commissioners of
7 Miami-Dade County for their consideration.

8 **Section 5.** The Village Clerk is hereby authorized and directed to transmit three (3)
9 certified copies of this Resolution, together with proof of compliance with the notice
10 procedures and all accompanying documentation as set forth in Section 20-3 of the Code of
11 Miami-Dade County to the Miami-Dade County Board of County Commissioners.

12 **Section 6.** This resolution shall take effect immediately upon its adoption.
13

14 PASSED AND ADOPTED this ___ day of _____, 2014.

15
16 **The foregoing resolution upon being**
17 **put to a vote, the vote was as follows:**

18
19 _____
20 David Coviello, Mayor

21
22 Attest:

23
24
25 _____
26 Maria C. Camara, Village Clerk

27
28
29 Approved as to form:

30
31
32 _____
33 Village Attorney

Mayor Coviello: _____
Vice Mayor Watts: _____
Commissioner Anderson: _____
Commissioner Jonas: _____
Commissioner Ross: _____

1
2
3 **RESOLUTION NO. 2014-10**
4

5 **A RESOLUTION OF THE MAYOR AND VILLAGE COMMISSION OF**
6 **THE VILLAGE OF BISCAYNE PARK, FLORIDA, INITIATING AND**
7 **REQUESTING PROPOSED BOUNDARY CHANGES TO THE**
8 **VILLAGE OF BISCAYNE PARK IN ORDER TO ANNEX PROPERTY**
9 **DESCRIBED AS AN AREA BORDERED ON THE WEST SIDE BY THE**
10 **FEC RAILWAY, ON THE NORTH SIDE BY NORTHEAST 121**
11 **STREET, ON THE EAST SIDE BY NORTHEAST 14 AVENUE, AND ON**
12 **THE SOUTH SIDE BY NORTHEAST 119 STREET IN MIAMI-DADE**
13 **COUNTY, FLORIDA; REQUESTING APPROVAL FOR ANNEXATION**
14 **FROM THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-**
15 **DADE COUNTY, FLORIDA; AUTHORIZING THE APPROPRIATE**
16 **VILLAGE OFFICIALS TO TAKE ANY AND ALL ACTIONS**
17 **NECESSARY TO SUBMIT A REQUEST FOR THE PROPOSED**
18 **BOUNDARY CHANGES TO THE BOARD OF COUNTY**
19 **COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA;**
20 **AUTHORIZING TRANSMITTAL OF THIS RESOLUTION AND**
21 **ACCOMPANYING DOCUMENTS; AND PROVIDING FOR AN**
22 **EFFECTIVE DATE.**
23

24 **WHEREAS**, pursuant to Section 6.04 of the Miami-Dade County Home Rule Charter
25 and Section 20-3 of the Code of Miami-Dade County, the Village of Biscayne Park (the
26 “Village”) wishes to initiate a proposed boundary change by Resolution after public hearing,
27 upon mailed notice provided to all affected property owners within 600 feet of the proposed
28 boundaries and notice provided by publication; and

29 **WHEREAS**, on this date, the Village Commission conducted a public hearing that was
30 properly noticed in accordance with the requirements of Section 20-3 of the Code of Miami-
31 Dade County; and

32 **WHEREAS**, the Village Commission has determined that the annexation of the area
33 described as an area bordered on the West side by the FEC Railway, on the North side by
34 Northeast 121 Street, on the East side by Northeast 14 Avenue, and on the South side by
35 Northeast 119 Street in Miami-Dade County, Florida, more particularly described in Exhibit
36 “A” is necessary, appropriate, and in the best interests of the Village and its citizens;

1 **NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND VILLAGE**
2 **COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA, AS**
3 **FOLLOWS:**

4 **Section 1.** The above recitals are true and correct and are incorporated herein by
5 this reference.

6 **Section 2.** The Village Commission hereby approves the enlargement of the
7 Village's boundaries to the areas described as an area bordered on the West side by the FEC
8 Railway, on the North side by Northeast 121 Street, on the East side by Northeast 14 Avenue,
9 and on the South side by Northeast 119 Street in Miami-Dade County, Florida, and authorizes
10 the initiation of municipal boundary change procedures pursuant to Section 6.04 of the Miami-
11 Dade County Home Rule Charter and Chapter 20 of the Code of Miami-Dade County.

12 **Section 3.** The Village Commission hereby requests that the Board of County
13 Commissioners of Miami-Dade County, Florida adopt an appropriate ordinance approving the
14 request of the Village for the annexation of the lands described as an area bordered on the West
15 side by the FEC Railway, on the North side by Northeast 121 Street, on the East side by
16 Northeast 14 Avenue, and on the South side by Northeast 119 Street in Miami-Dade County,
17 Florida, as more particularly described in Exhibit "A", attached hereto and incorporated herein.

18 **Section 4.** The appropriate Village officials are hereby authorized and directed to
19 perform any and all actions as may be deemed necessary or desirable to initiate and continue
20 the boundary change procedure in accordance with Chapter 20 of the Code of Miami-Dade
21 County and submit the annexation proposed herein to the Board of County Commissioners of
22 Miami-Dade County for their consideration.

23 **Section 5.** The Village Clerk is hereby authorized and directed to transmit three (3)
24 certified copies of this Resolution, together with proof of compliance with the notice

1 procedures and all accompanying documentation as set forth in Section 20-3 of the Code of
2 Miami-Dade County to the Miami-Dade County Board of County Commissioners.

3 **Section 6.** This resolution shall take effect immediately upon its adoption.

4
5 PASSED AND ADOPTED this ___ day of _____, 2014.

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

9
10 _____
11 David Coviello, Mayor

12
13 Attest:

14
15
16 _____
17 Maria C. Camara, Village Clerk

18
19 Approved as to form:

20
21
22
23
24 _____
25 Village Attorney

26
27
Mayor Coviello: _____
Vice Mayor Watts: _____
Commissioner Anderson: _____
Commissioner Jonas: _____
Commissioner Ross: _____

**Annexation Process from
Miami Dade County Code of
Ordinances**

ARTICLE I. BOUNDARY CHANGE PROCEDURE

Sec. 20-1. Initiated by Planning Advisory Board.

(a) The Director of the Department of Planning and Zoning and the Planning Advisory Board shall conduct a continuing study of all municipal boundaries in cooperation with municipal officials, and make recommendations to the Board of County Commissioners for the orderly adjustment, improvement and establishment of feasible boundaries for all municipalities, commensurate with the comprehensive plan of development for Miami-Dade County, and in compliance with the preliminary land use plan governing the areas involved in any such proposed boundary changes.

(b) All proposed changes in municipal boundaries initiated by the Planning Advisory Board shall be submitted to the governing bodies of the municipalities concerned for consideration and approval, prior to submission of such proposal to the Board of County Commissioners, and shall be considered by the Board of County Commissioners only upon notice to the municipality or municipalities affected and to the owners of property within the area and within six hundred (600) feet thereof.

(Ord. No. 60-42, § 1, 11-29-60; Ord. No. 70-2, § 1, 1-7-70; Ord. No. 95-215, § 1, 12-5-95; Ord. No. 01-168, § 1, 10-23-01)

Cross references: Planning Department, § 2-104 et seq.; appointment and duties of Planning Director, §§ 2-104 and 2-105; Planning Advisory Board, § 2-107 et seq.; land use plan, § 2-111.

Sec. 20-2. Initiated by county commission.

Any proposed change in the boundaries of a municipality shall be initiated by the Board of County Commissioners only by resolution adopted in accordance with rules of procedure governing the meetings and actions of the Board and upon notice to the municipality or municipalities involved, concerned or affected thereby, and shall be accomplished in accordance with the controlling provisions of Section 5.04 of the Home Rule Charter.

(Ord. No. 60-42, § 2, 11-29-60)

Cross references: Rules of procedure of County Commission, § 2-1.

Sec. 20-3. Initiated by governing body of municipality.

Any proposed boundary change desired by the governing body of a municipality shall be initiated by resolution of such governing body adopted after a public hearing held pursuant to written notice mailed to all owners of property within the area and within six hundred (600) feet thereof in such proposed boundary changes, according to the current tax assessment roll, and pursuant to published notice; provided, however, that no notice shall be required when all owners of property within the area and within six hundred (600) feet thereof shall consent in writing to the proposed boundary change. The cost of such notice shall be paid by the governing body of the municipality. Three (3) duly certified copies of such resolution requesting the proposed boundary changes, together with proof of compliance with the notice requirements aforesaid, shall be filed with the Clerk of the County Commission, and shall be accompanied by the following:

(A) An accurate legal description of the lands or land area involved in such proposed boundary change.

(B) A map or survey sketch accurately showing the location of the area involved, the existing boundaries of the municipality or municipalities affected, and indicating the relation of the area involved to the existing municipal boundaries.

(C) Certificate of the County Supervisor of Registration certifying that the area involved in the proposed boundary change contains either more than two hundred fifty (250) residents who are qualified electors, or less than two hundred fifty (250) residents who are qualified electors.

(D) A brief statement setting forth the grounds or reasons for the proposed boundary changes.

(E) A statement declaring whether an enclave, as defined in Section 20-7(A)(1)(c), borders the municipality and whether the proposed boundary change includes such enclave.

(F) In addition to the foregoing, there shall be filed with the Clerk of the County Commission the following information:

(1) *Land use plan and zoning.* The municipality shall present a general land use plan and a map showing proposed zoning for the subject area which, if annexed, will be enacted by the municipality. This information shall be submitted regardless of size of area or state of existing development.

(2) *List of services to be provided.* In this section the municipality shall describe in detail the character and amount of services which the municipality would provide to the area if annexed. The discussion of service levels shall take into account not only existing development but changes in the character and extent of development which may be reasonably anticipated in the near future based on the land use plan and zoning for the area as submitted by the municipality in accordance with (1) above. The statements pertaining to the various services shall be set forth under the headings listed below. The character and amount of services now being received in the area sought for annexation shall be set forth for comparative purposes.

(a) Police protection.

(b) Fire protection.

(c) Water supply and distribution.

(d) Facilities for the collection and treatment of sewage.

(e) Garbage and refuse collection and disposal.

(f) Street lighting.

(g) Street construction and maintenance.

(h) Park and recreation facilities and services.

(i) Building inspection.

(j) Zoning administration.

(k) Local planning services.

(l) Special services not listed above.

(m) General government.

(3) *Timetable for supplying the services listed above.* For each of the services listed the time schedule for the provision of that service shall be set forth. The timetable shall be in terms of how soon after the annexation ordinance is finally adopted will the service be provided. If changes in the character and extent of the development in the area can reasonably be anticipated, these changes shall be taken into account in the proposed timetable.

(4) *Financing of the services listed above.* For each of the services listed above, estimates of the costs of providing, maintaining and operating the service shall be set forth along with the methods used in making the estimates. The sources of funds which the municipality would utilize in providing, maintaining and operating the services listed shall be stated for each service and the effect this will have on the remainder of the municipality shall be analyzed.

(5) *The tax load on the area to be annexed.* This section of the report shall discuss in narrative form, including estimated figures, the direct and indirect tax revenue from the area sought for annexation after annexation compared with the current period before annexation. Particularly this section shall clearly and concisely appraise the tax impact on the property owners and others residing and/or doing business in the area, and on those residing and/or doing business within the municipality. Methods utilized in making estimates contained in this section shall be fully and clearly set forth.

(6) *Identification of any areas designated as terminals in the County's Adopted Land Use Plan Map ("terminals").* The municipality shall set forth the following information in its annexation petition or shall supplement its annexation petition, if such petition is pending as of the effective date of this ordinance:

a. The reason that any area designated terminals and areas located within one-half (1/2) mile surrounding any area designated terminals ("surrounding areas") should be annexed to the municipality;

b. The impact that annexation may have on the operation and future development of facilities within any area designated terminals and surrounding areas;

c. The municipality's assessment of the present and future importance to the economy, job generation, and future development of the County and the region of any area designated terminals and surrounding areas proposed to be included in the area annexed;

d. Whether the land uses within areas designated terminals and surrounding areas are compatible with adjacent land uses within the annexing municipality; and

e. A proposed Interlocal Agreement with the County which would include provisions agreeing to the County's retention of master plan and regulatory control over any area designated terminals and surrounding areas, which shall set forth with specificity the limitations and conditions to be imposed on the municipality's jurisdiction of the area proposed for annexation.

(G) Certificate of the Director of the Department of Planning and Zoning certifying that in the Director's sole determination an area proposed for annexation or separation having two hundred and fifty (250) or fewer registered electors is more than fifty (50) percent developed residential. This certification will determine whether an election of registered electors will be required as provided in Section 20-9.

(H) A petition filed with the Clerk of the County Commission indicating the consent of twenty-five (25) percent plus one (1) of the electors in the area proposed for annexation provided however, no petition shall be required where the property proposed for annexation is vacant or where there are two hundred fifty (250) or less resident electors.

(Ord. No. 60-42, § 3, 11-29-60; Ord. No. 64-21, § 1, 5-19-64; Ord. No. 66-60, § 1, 11-15-66; Ord. No. 70-2, § 2, 1-7-70; Ord. No. 96-39, § 1, 2-20-96; Ord. No. 96-73, § 1, 5-21-96; Ord. No. 96-136, § 1, 9-17-96; Ord. No. 01-168, § 1, 10-23-01; Ord. No. 05-112, § 2, 6-7-05; Ord. No. 07-176, § 1, 12-4-07)

Sec. 20-3.1. Exception to filing and consideration of requests for annexation.

No proposed boundary change request shall be filed, nor shall any filed request be heard, considered, or approved, pursuant to Section 20-7 or Section 20-8 by the Board of County Commissioners when the governing body requesting the change has omitted as part of the boundary change application information on an existing enclave, as defined in Section 20-7(A)(1)(c), adjacent to the municipality's boundaries or when the boundary change application creates a new enclave.

(Ord. No. 07-176, § 2, 12-4-07)

Sec. 20-4. Initiated by individual or group.

Any person or group desiring a proposed boundary change to any municipality shall initiate the same by filing with the Clerk of the County Commission a written petition in substantially the form prescribed and furnished by the Director of the Office of Management and Budget which shall be accompanied by the documents and information prescribed in Section 20-3(A) through (F) hereof, together with a duly certified resolution of the governing body of the municipality involved approving such proposed boundary change, and shall give written notice to all owners of property within the area and within six hundred (600) feet thereof of his proposal for a boundary change. The cost of such notice shall be paid by the initiating individual or group.

(Ord. No. 60-42, § 4, 11-29-60; Ord. No. 70-2, § 3, 1-7-70; Ord. No. 95-215, § 1, 12-5-95; Ord. No. 01-168, § 1, 10-23-01)

Sec. 20-4.1. Exception to filing and consideration of requests for annexation.

Notwithstanding anything in this article to the contrary, no annexation request shall be filed, nor shall any filed request be heard, considered, or approved, pursuant to Section 20-7 or Section 20-8 by the Board of County Commissioners, prior to December 1, 1998, except upon a prior two-thirds (2/3) vote of the membership of the County Commission to allow such filing, hearing, consideration or approval.

(Ord. No. 96-146, § 1, 10-8-96; Ord. No. 97-211, § 1, 12-2-97; Ord. No. 01-218, § 1, 12-18-01)

Editor's note: Ord. No. 01-218, § 1, adopted Dec. 18, 2001 amended section 20-4.1. Section 6 of said ordinance provided for the repeal of said ordinance 90 days from its effective date.

Sec. 20-5. Initial consideration of proposed boundary changes.

The Clerk of the County Commission, upon receipt of a request for boundary change filed in compliance with Section 20-3 or Section 20-4 hereof, shall cause such matter to be placed upon the official agenda of an ensuing regular meeting of the County Commission, and shall notify the person, group or municipality initiating the boundary change of the date of the regular meeting at which such matter will be considered by the County Commission. A representative of the petitioners or of such municipality, as the case may be, may be heard briefly by the County Commission in respect to the merits or propriety of the request for such boundary change. The County Commission shall refer such proposed boundary change to the County Planning Advisory Board for review, study, consideration and recommendations.

(Ord. No. 60-42, § 5, 11-29-60)

Sec. 20-6. Consideration by Planning Advisory Board.

(a) The Planning Advisory Board, upon receipt of a petition or resolution referred by the County Commission shall study, review and consider the request for boundary changes embodied therein. The chair of the Planning Advisory Board shall appoint a committee of the Board as well as a chair for such committee for the purpose of studying and making a report and recommendation to the full Board on the boundary change request. In making its recommendation to the full Board, the committee shall utilize the guidelines set forth in subsection (b). The Planning Advisory Board shall conduct a public hearing in respect to such proposed boundary changes and hear from all interested persons and any municipality. The Planning Advisory Board may require the petitioners or the municipality to furnish any additional information, data or instruments deemed necessary or desirable for consideration of such request. The Planning Advisory Board shall give written notice of such public hearing to all owners of property within the area and within six hundred (600) feet thereof. The cost of such notice shall be paid by the individual, group or municipality initiating the proposed change. In notifying area residents of a public hearing to consider an annexation application, written courtesy notices of said public hearing shall be mailed to any adjacent municipality. In the event any municipality other than the municipality initiating the proposed boundary change appears before the Planning Advisory Board claiming to be materially affected by the proposed boundary change, the Planning Advisory Board recommendations shall include the reason the municipality is materially affected, how the municipality's concerns affect the application, and a recommendation on how the Board of County Commissioners should address the materially affected municipality's concern.

Before the Planning Advisory Board studies and reviews the request, the annexation report will be reviewed by the appropriate County personnel. The statements contained in the annexation report pertaining to the quality, quantity, cost and timing of the services the municipality will extend to the areas requested for annexation will be reviewed by the appropriate County department to determine if the services proposed are adequate. The statements pertaining to the financing of the services and analysis of the tax load on the area to be annexed will be reviewed by the Miami-Dade County Budget Officer. Upon completion of these reviews, the entire application will be reviewed in accordance with this section by the Planning Advisory Board and then forwarded to the County Manager's office for review and recommendation prior to submittal to the Board of County Commissioners for their consideration.

(b) The Planning Advisory Board shall make written recommendations to the County Commission concerning such proposed boundary changes. Copies of such recommendations shall be filed with the Clerk of the County Commission, and copies shall be mailed to a representative of the petitioners or the municipality. In evaluating the appropriateness of a boundary change request, the Planning Advisory Board shall consider the guidelines in Section 20-7, as well as whether the annexation:

- (1) will divide a historically recognized community;
- (2) will if approved result in an annexation area that is compatible with existing planned land uses and zoning of the municipality to which the area is proposed to be annexed;

- (3) will, if currently qualified, continue to be eligible for any benefits derived from inclusion in federal or state enterprise zones, or targeted area assistance provided by federal, state and local government agencies;
- (4) will impact public safety response times;
- (5) will introduce barriers to municipal traffic circulation due to existing security taxing districts, walled communities and/or private roads;
- (6) to the degree possible, will be served by the same public service franchises, such as cable and communication services, as the existing municipality, or will it have full access to all available municipal programming through its franchises provider;
- (7) if identified by the federal government as a flood zone or by emergency planners as an evacuation zone, has the annexing municipality indicated its preparedness to address any extraordinary needs that may arise;
- (8) will be connected to municipal government offices and commercial centers by public transportation; and
- (9) to the degree possible, will be contained in one or more school district boundaries governing admission to elementary, middle and high schools as the adjoining municipal area.

(c) The Planning Advisory Board's recommendation to the Board of County Commissioners shall be either:

- (1) Approval of the proposed boundary change;
- (2) Approval of the proposed boundary change on a modified basis;
- (3) Deferral of the proposed boundary change for more information;
- (4) Deferral of the proposed boundary change to permit modification; or
- (5) Denial of the proposed boundary change.

(Ord. No. 60-42, § 6, 11-29-60; Ord. No. 64-21, § 2, 5-19-64; Ord. No. 70-2, § 4, 1-7-70; Ord. No. 95-176, § 1, 10-5-95; Ord. No. 05-86, § 2, 5-3-05; Ord. No. 07-176, § 3, 12-4-07)

Annotation--AO 4-49.

Sec. 20-7. Public hearing.

The Clerk of the County Commission, upon receipt of the recommendations of the Planning Advisory Board, shall set the matter of such proposed boundary changes for public hearing at a regular meeting of the County Commission and cause notice of such public hearing to be published in a daily newspaper of general circulation in Miami-Dade County at least once not less than one (1) week prior to the date of such public hearing. Notice of such public hearing shall be furnished to a representative of the petitioner or the municipality initiating the proposed boundary change, to all property owners within the area and within six hundred (600) feet thereof and any adjacent municipality. The cost of such notice shall be paid by the individual, group or municipality initiating the proposed change. At such public hearing, the County Commission shall review and consider the recommendations of the Planning Advisory Board, and shall afford to all interested persons an opportunity to be heard upon the merits and propriety of the proposed boundary changes.

(A) At the conclusion of the public hearing the Board of County Commissioners, in evaluating the appropriateness of a petition for boundary change shall consider the following guidelines:

- (1) The suitability of the proposed boundaries, in conjunction with the existing municipality, provide for a municipal community of interest that is both cohesive and inclusive. The proposed annexation area should:
 - (a) Not divide a U.S. Census Designated Place, to the extent feasible.
 - (b) Include adjacent areas of ethnic minority and lower income residents in which a majority of those residents have so petitioned.
 - (c) Have contiguity and not create any unincorporated enclave area(s). An unincorporated enclave area is defined as an area that would be 1) surrounded on more than eighty (80) percent of its boundary by one (1) or more municipalities and 2) of a size that could not be serviced efficiently or effectively.
 - (d) Have natural or built barriers as boundaries, to the extent feasible, and
- (2) The existing and proposed projected property tax cost for municipal-level services to average homeowners in the area as currently unincorporated and as included as part of the annexing municipality,
- (3) The proposed annexation area is totally contained within the Urban Development Boundary depicted on the future Land Use Plan map of the Miami-Dade County Comprehensive Development Master Plan,
- (4) The impact of the proposal on the revenue base of the unincorporated area, and on the ability of the County to efficiently and effectively provide services to adjacent remaining unincorporated areas,
- (5) The financial impacts of the proposed boundary change on the remaining unincorporated areas of Miami-Dade County. Specifically in order to insure fiscal equity the per capita taxable property value of the proposed annexation area should fall between twenty thousand dollars (\$20,000.00) and forty-eight thousand dollars (\$48,000.00) in order to assure that fiscal viability is maintained in the unincorporated area. The range of per capita taxable value shall not apply to the annexation of unincorporated enclave areas that are surrounded by more than eighty (80) percent of their boundary by one (1) or more municipalities and are of a size that can not be served efficiently or effectively.
- (6) Any other factor that arises by virtue of recommendations of the Boundaries Commission, pursuant to Section 20-30 of the Code.
- (7) Any other factor that arises by virtue of any special or unique circumstances of a given area.
- (8) Whether the proposed annexation excludes areas designated terminals on the County's Adopted Land Use Plan Map; alternatively, if included, the County retains applicable master plan and regulatory authority over any area designated terminals and areas, excluding existing incorporated municipalities, located within one-half (1/2) mile surrounding any area designated terminals ("surrounding areas") so as to protect the operations, land uses authorized within such area, and future development of areas designated terminals and surrounding areas located therein.
- (9) Whether the proposed annexation provides that the County retains master plan and regulatory authority over areas designated terminals and surrounding areas to encourage the use of public transportation and urban infill development.
- (B) At the conclusion of such public hearing, the County Commission, in the exercise of its discretion, may deny the requested boundary change, by motion, or may direct the County Attorney to prepare an appropriate ordinance accomplishing the proposed boundary change, which ordinance shall be placed on the official agenda of a subsequent

regular meeting of the County Commission for consideration and adoption on first reading, or the County Commission may defer such requested boundary change for further consideration at a subsequent meeting, at which no public hearing or discussion by others than members of the County Commission shall be required.

(Ord. No. 60-42, § 7, 11-29-60; Ord. No. 70-2, § 5, 1-7-70; Ord. No. 95-176, § 1, 10-5-95; Ord. No. 02-99, § 1, 6-18-02; Ord. No. 05-86, § 2, 5-3-05; Ord. No. 05-112, § 2, 6-7-05; Ord. No. 07-176, § 4, 12-4-07)

Sec. 20-8. Enactment of ordinance changing boundaries.

The enactment of any ordinance providing for changes in municipal boundaries shall be accomplished in accordance with the requirements of Section 1.02 of the Home Rule Charter, this Chapter, and the Rules of Procedure governing meetings of the Board of County Commissioners.

(Ord. No. 60-42, § 8, 11-29-60; Ord. No. 96-39, § 1, 2-20-96; Ord. No. 96-73, § 1, 5-21-96)

Cross references: Ordinances changing municipal boundaries, Appendix B.

Sec. 20-8.1. Retention of electric franchise revenues.

Any changes in the boundaries of municipalities involving the annexation of unincorporated areas of the County shall be made subject to the provisions of Ordinance No. 89-81 granting an electric franchise to the Florida Power & Light Company, and shall be effective only upon the condition and with the reservation herein stated that the County shall continue to collect and receive all electric franchise revenues accruing within such annexed areas from the effective date of Ordinance No. 89-81 during the full term of the County franchise in the same manner as though such annexed areas remained a part of the unincorporated areas of the County. Every ordinance enacted to effectuate the annexation of unincorporated areas of the County to a municipality shall expressly set forth such condition, unless the Board of County Commissioners, for good cause, shall waive such condition by two-thirds vote of the entire membership of the board.

(Ord. No. 61-8, § 1, 2-21-61; Ord. No. 97-94, § 2, 6-17-97)

Editor's note: Section 20-8.1 was added by Ord. No. 61-8, enacted February 21, 1961, and effective ten (10) days thereafter. Such section was designated as Section 8A of Ord. No. 60-42 and codified as § 20-8.1 by the editor, § 3 of Ord. No. 61-8 providing that the section shall be included in the Code and numbered to conform to the numbering system of the Code.

Sec. 20-8.2. Retention of all utility tax revenues.

Any changes in the boundaries of municipalities involving the annexation of unincorporated areas of the County, and shall be effective only upon the condition and with the reservation that the County shall forever continue to collect and receive all utility tax revenues accruing within such annexed areas in the same manner as though such annexed areas remained a part of the unincorporated areas of the County. Every ordinance enacted to effectuate the annexation of unincorporated areas of the County to a municipality shall expressly set forth such condition.

(Ord. No. 70-84, § 1, 11-17-70)

Editor's note: Ord. No. 70-84, § 1, was codified by the editors as § 20-8.2 pursuant to § 3 of said ordinance.

Sec. 20-8.3. Retention of cigarette tax revenues.

Any changes in the boundaries of municipalities involving the annexation of unincorporated areas of the County shall be made subject to the provisions of Ordinance No. 69-7 [Sec. 29-2], imposing an excise tax on the retail sale of cigarettes in the unincorporated area of Miami-Dade County pursuant to the provisions of Article VIII, Section 6(f), Florida Constitution, and Section 210.03, Florida Statutes, and shall be effective only upon the condition and with the reservation that the County shall continue to collect and receive all cigarette tax revenues accruing within such annexed areas in the same manner as though such annexed areas remained a part of the unincorporated areas of the County. Every ordinance enacted to effectuate the annexation of unincorporated areas of the County to a municipality shall expressly set forth such condition.

(Ord. No. 70-85, § 1, 11-17-70)

Editor's note: Ord. No. 70-85, § 1, was codified as § 20-8.3 pursuant to § 3 thereof.

Sec. 20-8.4. Retention of garbage and refuse collection and disposal.

Any changes in the boundaries of municipalities involving the annexation of unincorporated areas of the County shall be effective only upon the condition and with the reservation that the County shall either forever continue to collect and dispose of all residential waste in such annexation areas in the same manner as though such annexed areas remained part of the unincorporated areas of the County, unless the authority to collect such waste is delegated by the County to the governing body of the municipality throughout a twenty (20) year interlocal agreement which provides for collection services, and a twenty (20) year interlocal agreement which provides for disposal services in substantially the form approved by Resolution No. R-1198-95. Every ordinance enacted to effectuate the annexation of unincorporated areas of the County to a municipality shall expressly set forth such condition.

(Ord. No. 96-30, § 6, 2-6-96)

Sec. 20-8.5. Annexing Municipality's Responsibilities for Bond Indebtedness.

Any changes in the boundaries of a municipality involving the annexation of unincorporated areas of the County shall be effective only upon the condition that such municipality shall be responsible for (i) its pro-rata share of any County debt outstanding for the area annexed at the time of the annexation; and with respect to any municipality that is part of the Stormwater Utility, debt outstanding for the area annexed at the time the municipality elects to be separated from the Stormwater Utility through an interlocal agreement or by exemption and (ii) its pro-rata share of any refunding of such debt. The municipality's annual pro-rata share of debt service for the annexed area shall be determined by multiplying the total debt service on the outstanding debt in each Fiscal Year by the municipality's percentage share of pledged revenues (revenues pledged by the County to the repayment of the debt). The municipality's percentage share shall be determined by dividing the pledged revenues collected within the annexed area during the County's Fiscal Year in which annexation is executed, and with respect to the Stormwater Utility in the Fiscal Year in which the municipality elects to separate from the

Stormwater Utility district; by the total pledged revenues collected in that same Fiscal Year. It is further provided that the annexation shall be effective only upon the condition that the County continues to collect and distribute the pledged revenues in a manner that is consistent with the requirements of the debt. The requirements of this section shall be the subject of an interlocal agreement between the County and the annexing municipality that shall be adopted by the annexing municipality prior to the County Commission's adoption of any ordinance authorizing a boundary change.

(Ord. No. 05-97, § 1, 5-17-05)

Sec. 20-8.6. Areas and Facilities of Countywide Significance.

(a) Definition. "Areas and Facilities of Countywide Significance" consist of any private or public lands, including surface, subsurface, and appurtenant airspace and improvements thereupon, located in unincorporated Miami-Dade County as of the date of this ordinance that are deemed necessary by the Board of County Commissioners for the coordinated use of lands, development and service delivery within the County to promote the health, safety, order, convenience, prosperity, and welfare of the current and future residents and tourists of this County.

(b) Designation. The Board of County Commissioners hereby designates each of the following lands listed on Exhibit A, as an "Area or Facility of Countywide Significance". Any future designation of lands as an Area or Facility of Countywide Significance may be made by resolution of the Board of County Commissioners, upon a finding that:

- 1) The area or facility is susceptible to substantial change and development that will detrimentally affect the facility or land;
- 2) There is a need for the continued, unimpaired functioning of the area or facility by the greater community and;
- 3) The service provided at or by the area or facility, or at a combination of areas or facilities, is a significant resource to the greater community.

If the Board of County Commissioners determines that an area or facility no longer meets the definition of an "Area or Facility of Countywide Significance" as defined herein, the Commission, by resolution, may relinquish regulatory control to the municipality in which such area or facilities are located.

(c) Regulatory Jurisdiction Over Areas or Facilities of Countywide Significance Reserved to the County. Jurisdiction for purposes of comprehensive planning, zoning and building and other development approvals (including but not limited to land use, site plan approvals, issuance of building permits, building inspections, issuance of certificates of occupancy, zoning applications, special exceptions, variances, building or zoning moratoria, and all other types of functions typically performed by the departments responsible for building, planning and/or zoning), water and sewer installations, compliance with environmental regulations, and utility regulation shall be and are hereby vested in Miami-Dade County regardless of any municipal code, charter, or ordinance provision to the contrary. If an "Area or Facility of Countywide Significance" is located in an area which is sought to be annexed to a municipality or incorporated, the County shall not transfer operation, maintenance, or regulatory jurisdiction of such Area or Facility to a municipality, unless expressly permitted herein.

(d) Applicability. The requirements of this ordinance apply to unincorporated areas annexed after the effective date of this ordinance.

(e) Condition of Annexation. The provisions of this section shall be considered a condition of annexation for any area annexed after the effective date of this ordinance and shall be the subject of an interlocal agreement between the County and the annexing municipality. This interlocal agreement shall be adopted by the annexing municipality prior to the County Commission's adoption of any ordinance authorizing a boundary change.

(Ord. No. 05-141, § 2, 7-7-05)

Editor's note: Ord. No. 05-141, § 2, adopted July 7, 2005, amended the Code with the addition of a new section 20-8.5. In order to avoid the duplication of section numbers, the provisions of said ordinance have been included herein as section 20-8.6 at the discretion of the editor.

Sec. 20-8.7. Mitigation on proposed boundary changes.

(a) The Board of County Commissioners may require as a condition of municipal boundary change involving an area that is not revenue neutral, that the municipality shall agree to make an annual mitigation payment to the County's Municipal Services Trust Fund in the Unincorporated Municipal Services Area Budget. The amount of the annual mitigation payment shall be determined by the Board of County Commissioners. For purposes of this section, "a revenue neutral area" is defined as an area that previously, as part of the unincorporated municipal service area, generated revenues equal to or less than the cost of services provided to the area by the County.

(b) In determining whether as a condition of any municipal boundary change the annexing municipality will be required to pay an annual mitigation payment to the County's Municipal Services Trust Fund, the Board of County Commissioners may consider, among other factors deemed appropriate by the Board, whether the proposed annexation will eliminate enclave areas in the unincorporated area.

(Ord. No. 05-142, § 1, 7-7-05)

Editor's note: Ord. No. 05-142, § 1, adopted July 7, 2005, amended the Code with the addition of a new section 20-8.5. In order to avoid the duplication of section numbers, the provisions of said ordinance have been included herein as section 20-8.7 at the discretion of the editor.

Sec. 20-9. Election on proposed boundary changes; required.

(a) If a boundary change involves the annexation or separation of an area having two hundred fifty (250) or fewer resident electors, and the area is more than fifty (50) percent developed residential, no proposed boundary change shall be accomplished unless a majority of resident electors voting at such an election approve such boundary change. All costs of such elections shall be paid in advance by the persons, group or municipality initiating the proposed boundary change. If a boundary change involves the annexation or separation of an area having two hundred fifty (250) or fewer resident electors, and the area is less than fifty (50) percent developed residential, the Commission may by ordinance effect the boundary change in accordance with Section 5.04.B of the Home Rule Charter. The determination of whether an area is more or less than fifty (50) percent developed residential shall be made in the sole discretion of the Director of the Department of Planning and Zoning.

(b) In the event that a boundary change involves the annexation or separation of an area of which more than two hundred fifty (250) residents are electors, the Board of County Commissioners, pursuant to Section 5.04(B) of the Home Rule Charter of Miami-Dade County, Florida, may call an election to be held for the purpose of submitting to these electors the question whether the proposed boundary change shall be approved or disapproved. All costs of such elections shall be paid in advance by the persons, group or municipality initiating the proposed boundary change.

(Ord. No. 60-42, § 9, 11-29-60; Ord. No. 64-21, § 3, 5-19-64; Ord. No. 68-83, § 1, 12-17-68; Ord. No. 96-39, § 1, 2-20-96; Ord. No. 96-73, § 1, 5-21-96; Ord. No. 01-168, § 1, 10-23-01)

Secs. 20-10--20-19. Reserved.

Updated 5-1-08



Village of Biscayne Park

640 NE 114th Street
Biscayne Park, FL 33161

Tel: 305 899 8000
Fax: 305 891 7241

Date: January 26, 2014

To: Heidi Shafran, Village Manager

From: Barbara Watts

Re: Straw Ballot or Poll Regarding Possible Annexation

During previous discussions by the Village Commission regarding annexation, the suggestion was made that the Village should conduct a poll or straw ballot on the issue given the significant change annexation would be for the Village. Commissioners voiced the desire to hear the opinions of as many residents as possible.

The renewed annexation proposal needs to be widely publicized with information provided to each household in the Park followed by a vote of the residents. The forthcoming Newsletter would be an excellent opportunity to inform all residents of the newest developments on this issue.

I am requesting that the Village Commission direct Staff to research polling options and costs for approval by the Commission prior to the submittal of the application to the County.



Village of Biscayne Park Commission Agenda Report

Village Commission Meeting Date: February 4, 2014

Subject: Ordinance 2014-01 Amending Chapter 2, Administration, Article III, entitled, "Commissions, Boards and Committees"; Amending existing Section 2-30 of the Code of Ordinances of the Village of Biscayne Park, entitled, "General rules and policies"; Creating new Section 2-36 of the Code of Ordinances of the Village of Biscayne Park, entitled "Public Art Advisory Board".

Prepared By: Heidi Shafran, AICP, Village Manager

Sponsored By: Staff

Background

At its January 7, 2014 meeting, the Village Commission directed Staff to prepare an ordinance that reflects the following changes to Chapter 2 of the Code of Ordinances (Commissions, Boards and Committees):

February 4, 2014

Commission Agenda Report

Ordinance 2014-01 Amending Chapter 2 of the Code of Ordinances (Commissions, Boards and Committees)

- Change to the manner in which Board and Committee Members are selected
- Creation of a Public Art Advisory Board

Upon review of the existing ordinance, Staff clarified minor language under Section 2-30 "General Rules and Policies" and added language establishing a staff liaison to each board and/or committee, as needed, to improve the communication between the Administration, Village Commission and Boards and Committees.

Board and Committee Member Selection:

Currently the Code states that each commissioner shall appoint one (1) member to each board or committee. Per the Code, Commissioner appointments are automatically accepted unless the appointed individual is not in compliance with eligibility requirements for appointment or there is a conflict of interest as determined by the commission. Ordinance 2014-01 proposes to appoint board or committee members by a simple majority of the Commission. Staff has included a sample board or committee member ballot to be used at Commission meetings by the Mayor and Commission when the interest in the Board exceeds the available appointments.

Creation of Public Art Advisory Board:

Ordinance 2014-01 proposes that the Public Art Advisory Board shall consist of five (5) members who have professional experience, educational degrees, training and/or interest in visual arts, art history, design or related fields.

The Board will be responsible with making recommendations to the commission regarding the selection, placement and maintenance of loaned, donated or acquired works of art for Village property and provide the Commission and Village Manager with information regarding funding and grant sources for public art activities and objects.

Per Section 2-30(f) of the Code of Ordinances, after passage on first reading of an ordinance creating a new board or committee and prior to the second reading of said

February 4, 2014

Commission Agenda Report

Ordinance 2014-01 Amending Chapter 2 of the Code of Ordinances (Commissions, Boards and Committees)

ordinance, the village manager shall submit to the village commission a report setting forth the following information concerning the proposed new board or committee:

- a. For boards and committees, whether the establishment of the board or committee will create sufficient betterment to the community to justify the village commission's delegation of a portion of its authority.
- b. Whether another board, committee or agency, either public or private, which is already in existence, could serve the same purpose.
- c. The costs, both direct and indirect, of establishing and maintaining the board or committee.
- d. Whether the board or committee is necessary to enable the village to obtain state or federal grants or other financing.
- e. For boards and committees other than advisory boards, whether the board or committee should have the final authority or whether its decision must be approved by the village commission.
- f. Whether the creation of a new board or committee is the best method of achieving the benefit desired.

This required report will be submitted to the Village Commission no later than Friday February 21, 2014.

Fiscal/Budget Impact

The change in board appointment procedures and the creation of a new advisory board has no budget impact.

Staff Recommendation

Staff recommends the Village Commission approve Ordinance 2014-01 on first reading.

Attachments

- Ordinance 2014-01

February 4, 2014

Commission Agenda Report

Ordinance 2014-01 Amending Chapter 2 of the Code of Ordinances (Commissions, Boards and Committees)

- Proposed Chapter 2, Commissions, Boards and Committees, in its entirety
- Village of Biscayne Park Board Member Application
- Sample Proposed Board Appointment Ballot

1 * * * *

2
3 (c) *Terms of members.* The terms of office of the members of each board and
4 committee shall be up for reappointment yearly at the regular March village commission
5 meeting. ~~The nominating commissioner can continue the term of the commissioner's current~~
6 ~~appointment or appoint a new member. If no action is taken by the commissioner or the~~
7 ~~commission, the board or committee member shall continue to serve. New commissioners will~~
8 ~~also be able to continue the term of a previous commissioner or appoint a new member.~~

9 * * * *

10
11
12 **Section 3.** Section 2-36 of the Code of Ordinances of the Village of Biscayne Park,
13 entitled "Public Art Advisory Board", is hereby created to read as follows:

14 **Sec. 2-36. Public art advisory board.**

- 15 (a) *Board created.* The public art advisory board shall consist of five (5) members.
16
17 (b) *Authorization for consultant or support services.* The board shall act as an
18 advisory board to the commission and all consultant or support services to be
19 furnished to the board must be requested from and approved by the village
20 commission or their designee prior to the services being secured.
21
22 (c) *Qualification of members.* When appointing members, the commission shall take
23 into consideration a candidate's educational, technical and professional
24 experience. The candidate's profession, degrees, training and interest in visual
25 arts, art history, design or related fields shall be taken into consideration by the
26 commission when appointing members.
27
28 (d) *Duties and responsibilities.* The board's duties and responsibilities shall be as
29 follows:
30
31 1. To act in the public interest of the village by advising the commission on
32 general policies regarding visual arts in the village.
33
34 2. To make recommendations to the commission regarding the selection,
35 placement and maintenance of loaned, donated or acquired works of art
36 for village property.
37
38 3. To provide the commission with information regarding funding and grant
39 sources for public art activities and objects.
40

41 **Section 4. Conflicts.** That all Ordinances or parts of Ordinances, Resolutions or parts
42 thereof in conflict herewith, be and the same are hereby repealed to the extent of such conflict.

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

7 **Section 6. Effective Date.** This Ordinance shall be effective upon adoption on
8 second reading.

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

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

Mayor Coviello: _____
Vice Mayor Watts: _____
Commissioner Anderson: _____
Commissioner Jonas: _____
Commissioner Ross: _____

12 _____
13 David Coviello, Mayor

14
15
16
17
18
19 Attest:

20
21
22
23 _____
24 Maria C. Camara, Village Clerk

25 Approved as to form:
26
27
28

29 _____
30 John J. Hearn, Village Attorney

31

Proposed Chapter 2 Commissions, Boards and Committees

Sec. 2-30. General rules and policies.

(A) Application of article; definitions; authority to appoint.

(1) Established. The boards and committees currently on file with the Village Clerk are established as the official boards and committees of the Village. Consistent with Section 3.06 of the Village Charter, the Commission may establish or terminate boards or committees as deemed advisable.

(2) Application. The provisions of this section shall apply to all appointive boards and committees of the Village established under this article, except as otherwise provided in this Code.

(3) Definitions. The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

Board or Committee for purposes of this ~~ordinance article~~ includes every agency, authority, advisory board, regulatory board, quasi-judicial board, semi-autonomous instrumentality, committee, council, task force or any other citizens' group established under this article created and funded in whole or in part by the Village Commission ~~except for the Code Enforcement Board~~. Except as otherwise provided herein, or in the Village Charter, Village boards and citizens' advisory groups shall only be created by action of the Village Commission, and only the Village Commission, as a body, shall appoint the members to such boards or committees.

Relative means any father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, or daughter-in-law.

Resident means a natural person who resides within the Village for not less than six months in each calendar year.

(4) Authority to appoint. The Village Commission may create boards and committees to be composed of such number of residents as the Commission may deem expedient to act in an advisory capacity concerning any issue or subject.

(5) Removal. Board and committee members may be removed at any time by a majority vote of the Village Commission.

(6) Confidentiality. Except when exempt by state law, all information received by the Village on board and committee members is subject to public records law.

(7) More restrictive requirements. That any requirements set forth in a resolution or ordinance creating an individual board or committee which are more restrictive than the requirements herein shall remain in effect.

(8) Less restrictive requirements. That the requirements herein shall supersede any less restrictive requirements set forth in a resolution or ordinance creating an individual board or committee.

(9) Review to determine continuation of existing board or committee. The Village Commission may review a board or committee at any time to determine whether the board or committee shall continue to exist, amend or change its purpose and requirement.

(10) Automatic trigger of review. Failure of a board or committee to have a quorum at two consecutive meetings shall automatically trigger review by the Village Commission.

(B) Qualifications and appointment of members.

(1) Manner of appointment. Any person appointed to any board or committee of the Village shall be appointed by the Village Commission in the following manner:

(a) Unless otherwise agreed by the Commission, each board or committee established under this article will consist of five (5) members that shall be appointed by the village commission by a simple majority vote. ~~and each Commissioner shall appoint one member to each board or committee. Commissioner appointments are automatically accepted unless the appointed individual is not in compliance with eligibility requirements for appointment or there is a conflict of interest as determined by the Commission.~~ The Village Commission may appoint alternates for any board or committee as it deems necessary.

(b) The Village Clerk shall notify the Village Commission, in writing, of upcoming vacancies on the boards or committees. The Village Clerk shall also post such vacancies on the Village's web page and outside Village Hall. The Commissioner or successor Commissioner who appointed that individual will make the appointment.

(c) During regular Village Commission meetings each month, appointments will be made by the Village Commission to fill vacancies.

(d) When a vacancy due to resignation, removal or death is filled, the appointment of a replacement member shall take effect on the date of appointment, except as may otherwise be provided by state law.

(e) The Village Manager shall designate a staff liaison to each board established under this article. ~~If a vacancy on any board or committee that is subject to individual appointment by a member of the Commission remains unfilled for more than 80 days, it may thereafter be filled by action of the Commission as a whole.~~

(2) Prohibition of appointment of relatives. An individual cannot be appointed to any Village board or committee if that person is a relative (as defined above) of a current Village Commissioner or another relative is on that board or committee.

(3) Resident/nonresident members.

(a) Unless otherwise specifically provided in the Charter or the Code, all members of Village boards and committees shall be residents of the Village, unless such requirement is waived by the Village Commission by a four-fifths vote of its membership.

(4) Member ceasing to be in compliance with eligibility requirements. The Village Clerk shall inform the Village Commission whenever a board or committee member has ceased to be in compliance with eligibility requirements for board membership and said board or committee member shall be automatically removed from the board or committee. The Village Clerk shall then inform the Village Commission in writing that the position has been declared vacant. Upon being advised by the Village Clerk of such circumstances, the vacancy will be promptly filled, consistent with section (B) above.

(5) Qualification as candidate for Village Commission office deemed tender of resignation. No member of any Village board or committee shall become a candidate for Village Commission office without resigning from that board or committee. Should any member of a Village board or committee qualify as a candidate for Village Commission office, such qualification shall be deemed a tender of resignation from such board or committee as of the date on which the member qualifies for Village Commission office.

(6) Compensation. All members of boards and committees shall serve without compensation.

(7) Travel expenses. Requests for travel expenses for attendance by board and committee members at seminars, conferences and meetings shall be submitted for consideration during the budget review process. Unanticipated expenses must be approved by the Village Commission.

(C) Terms of members.

(1) The terms of office of the members of each board and committee shall be up for reappointment yearly at the regular March Village Commission meeting. ~~The nominating Commissioner can continue the term of the Commissioner's current appointment or appoint a new member. If no action is taken by the Commissioner or the Commission, the board or committee member shall continue to serve. New Commissioners will also be able to continue the term of a previous Commissioner or appoint a new member.~~

(D) Attendance by members at meetings; resignation of members.

(1) Excessive absences defined. Except as may otherwise be provided by law, a member of any board or committee may be removed by the Village Commission or Village Manager for excessive absences. The term "excessive absences" shall mean:

(a) For a board or committee that meets monthly on a regular basis, more than three unexcused absences in any consecutive 12-month period.

(b) For a board or committee which meets less often than monthly on a regular basis, more than three absences, excused or unexcused, in any consecutive 12-month period.

(c) For a board or committee meeting more often than monthly on a regular basis, more than five unexcused absences, in any consecutive 12-month period.

(2) Attendance records. The staff liaison or board/committee secretary for each board or committee shall be required to keep attendance records and to submit monthly reports within five days of each meeting to the Village Clerk setting forth both the excused and unexcused absences of each member of the board or committee. The board or committee must ensure that minutes are taken and are approved by the board or committee on a regular basis. The minutes must provide the vote of each member on each motion or, if absent, failing to vote, all of which shall be filed with the Clerk promptly. The Village Clerk shall prepare a standard form to be used by all boards and committees to report their member's attendance at their meetings.

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

(E) Chairperson; bylaws; meetings.

(1) Rules of procedure. The boards and committees established by the Village shall ensure that they duly elect a chairperson, vice-chairperson, and secretary. The chairperson or, in their absence, the vice-chairperson, shall run the meeting. The secretary shall ensure that minutes are kept and placed on the agenda for approval. Each board and committee shall adhere to Robert's Rules of Order, Newly Revised, to the extent that such rules do not conflict with this article, rules adopted by the board or committee, or applicable state law.

(2) Removal of chairperson and other officers. Upon a super-majority vote by a board or committee, the chairperson or any other officer may be removed.

(2) Quorum; exceptions. A quorum for all boards/committees' meetings, shall consist of 50 percent plus one of the board's total membership. The decision of a majority of the board or committee members present and voting at a meeting at which a quorum is present shall be the decision of the board or committee.

(3) Oath requirement. All board and committee members shall be required to subscribe to an oath or affirmation to be filed in the office of the Village Clerk, swearing or affirming to support, protect and defend the Constitution and laws of the United States, and of the state, the Charter and all ordinances of the Village and the county and in all respects to faithfully discharge their duties.

(4) Open meetings. All meetings shall be open to the public and conducted in accordance with the requirements of the Sunshine Law, as set forth in the Florida Statutes. Pursuant to the Village Charter, meetings and agenda procedures shall be adopted to enhance the opportunity for public participation. All Village boards and committees shall provide the Village Clerk for posting:

(a) written notice of meetings at least seven (7) days prior to such meetings, except in the case of emergency meetings;

(b) written agenda and supporting documentation to the extent available concerning the matters for discussion at least three (3) days prior to such meetings; and

(c) minutes to document a reasonable summary of the actions taken at the meeting within sixty (60) days after such meeting.

(5) Voting requirement. No board or committee members shall be permitted to abstain from voting, except when there is, or appears to be a possible conflict of interest, as defined in the Florida Statutes. When a conflict occurs, a conflict of interest form shall be filed and kept in the office of the Village Clerk.

(6) Members transacting business with Village. The county Conflict of Interest and Code of Ethics Ordinance (hereinafter referred to as the "Conflict of Interest Ordinance) section 2-11.1 of the county code shall be applicable to all members of Commission appointed boards and committees.

(7) Endorsing candidates, etc. No Village board or committee shall endorse candidates for public office, or support a particular position on a public question scheduled to appear on an official governmental ballot, or poll candidates for public office as to their views, or engage in any other form of partisan political activity as a Village board or committee. Nothing contained in this subsection shall be deemed to prohibit any individual member of such a board or committee from expressing a personal opinion on any candidate or issue or from participating in any political campaign during hours not serving or performing board or committee functions, so long as such activities are not in conflict with other provisions of state, county, or Village law. Should any member of any Village board or committee violate this section, in the opinion of the Village Commission, such violation shall be deemed a tender of resignation from the board or committee.

(8) Fundraising; bank accounts. No board or committee may engage in fundraising activities or establish bank accounts without the express authority and subject to conditions as imposed by the Village Commission.

(F) Creation of new boards and committees.

(1) Except for ad hoc or limited term special purpose boards and committees, all Village boards and committees created after October 1, 2008, shall be created only by ordinance. Such ordinance shall set forth the board/committee's purpose, function, power, responsibility,

jurisdiction, membership requirements and restrictions, terms and conditions of appointment to or removal from the board or committee, and the specific staff support, if any, to be provided to the board or committee.

(2) After passage on first reading of an ordinance creating a new board or committee and prior to the second reading of said ordinance, the Village Manager shall submit to the Village Commission a report setting forth the following information concerning the proposed new board or committee:

(a) For boards and committees, whether the establishment of the board or committee will create sufficient betterment to the community to justify the Village Commission's delegation of a portion of its authority.

(b) Whether another board, committee or agency, either public or private, which is already in existence, could serve the same purpose.

(c) The costs, both direct and indirect, of establishing and maintaining the board or committee.

(d) Whether the board or committee is necessary to enable the Village to obtain state or federal grants or other financing.

(e) For boards and committees other than advisory boards, whether the board or committee should have the final authority or whether its decision must be approved by the Village Commission.

(f) Whether the creation of a new board or committee is the best method of achieving the benefit desired.

(g) Except in exigent circumstances, the second reading shall be held no earlier than 15 days after passage on first reading of the ordinance creating said board or committee.

Sec. 2-31. Board of parks and parkways.

(A) Board created. The board of parks and parkways shall consist of five (5) members.

(B) 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.

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

(1) To study the existing system of parks and parkways and to make recommendations for their improvement;

(2) To make special studies and surveys as requested by the village manager or commission and advise and make recommendations accordingly;

(3) To study the land area of the village and make recommendations to the commission or the village manager on the possible acquisition of parcels of land which appear to be desired extensions of the village's parks and parkways system.

Sec. 2-32. Ecology board.

(A) Board created. The ecology board shall consist of five (5) members.

(B) 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.

(C) Qualification of members.

(1) When appointing members, the Commission shall take into consideration a candidate's educational, technical, and professional experience. The candidate's profession, degrees, and training in science, biology, environmental conservation, or other ecological matters shall be taken into consideration by the Commission when appointing members.

(2) If no candidate exists which meets the qualifications listed in (1) above, the Commission shall then consider candidates which have at least a basic knowledge of the literature, scientific principles and theories of ecology and have an interest in preserving and improving Biscayne Park's ecosystem.

(3) The above criteria of experience will be encouraged by the Commission; however, if no individual exists, then laypersons with an interest in and understanding of ecology will then be considered by the Commission.

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

(1) To target environmental goals and recommend appropriate actions and plans to ensure stewardship strategies for the preservation and protection of the 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 collect and provide copies to the Village Clerk, any 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.

12-33 Village Canvassing Board.

(A) Board Membership. The Village Canvassing Board shall be composed of the Village Clerk, Village Manager and the Miami-Dade Supervisor of Elections, or designee. In the event that any Board member is unable to serve, such member shall be replaced as follows:

1. The Acting Village Clerk, or designee, shall serve as the replacement for the Village Clerk.
2. The Acting Village Manager, or designee, shall serve as the replacement for the Village Manager.
3. The Miami-Dade Supervisor of Elections shall designate a replacement official.
4. If any of the foregoing Board replacement members shall be unable to serve, the Village shall request as many substitute Board members as shall be required from the Miami-Dade Supervisor of Elections Office. The Supervisor of Elections for Miami-Dade County shall then select the required number of substitute Board members after ensuring that each substitute member is not an active participant in the campaign or candidacy of any candidate in the election.
5. The Village Chief of Police, or his designee, if a sufficient number of Miami-Dade Supervisor of Election office officials are unable to serve.

(B) Board Chairman. The Village Clerk shall serve as the Chairman of the Board. If the Clerk is unavailable to serve, then the members of the Board shall select a Chairman.

(C) Board Duties. The Village Canvassing Board shall have the following duties:

1. The Board shall meet in a Village building which is accessible to the public at a time and place to be designated by the Village's Supervisor of Elections to publicly canvass the absentee elector ballots.

- a. Public notice of the time and place at which the Board shall meet to canvass the absentee elector ballots shall be given at least forty eight (48) hours prior thereto.
 - b. The required public notice shall be given by publication once in a newspaper of general circulation in the Village and by posting notice in at least two (2) Village buildings.
2. Following the canvassing of the absentee elector ballots, the Board shall then proceed to publicly canvass the votes cast in the elector ballots for each candidate, ballot question, or other measure submitted to the electorate of the Village, as shown by the returns then in the possession of the Miami-Dade Supervisor of Elections.
 - a. The canvass of the votes cast in the election shall be made from the returns and signed certificates of the election inspectors filed with the Miami-Dade Supervisor of Elections.
 - b. The Board shall not change the number of votes cast for any candidate, ballot question, or other measure submitted to the electorate of the Village for any polling place as shown by the returns in the possession of the Miami- Dade Supervisor of Elections.
 - c. All returns are required to be submitted to the Board as soon as possible following the closing of the polls.
3. If the returns from any precinct are missing, if there are any omissions on the returns from any precinct, or if there is an obvious error on any such returns, the Canvassing Board shall order a recount of the returns from such precinct. Before canvassing such returns, the Canvassing Board shall examine the counters on the machines or the tabulation of the ballots cast in such precinct and determine whether the returns correctly reflect the votes cast. If there is a discrepancy between the returns and the counters of the machines or the tabulation of the ballots cast, the counters of such machines or the tabulation of the ballots cast shall be presumed correct and such votes shall be canvassed accordingly.
4. If the returns for any office reflect that a candidate was defeated or eliminated by one half (1/2) of a percent or less of the votes cast for such office, or that a measure appearing on the ballot was approved or rejected by one half (1/2) a percent or less of the votes cast on such measure, the Board shall order a recount of the votes cast with respect to such office or measure. A recount need not be ordered with respect to the returns for any office, however, if the candidate or candidates defeated or eliminated from contention for such office by one half (1/2) a percent or less of the votes cast for such office request in writing that a recount not be made. The Canvassing Board responsible for conducting a recount shall examine the counters on the machines or the tabulation of the ballots cast in

each precinct in which the office or issue appeared on the ballot and determine whether the returns correctly reflect the votes cast. If there is a discrepancy between the returns and the counters of the machines or the tabulation of the ballots cast, the counters of such machines or the tabulation of the ballots cast shall be presumed correct and such votes shall be canvassed accordingly.

5. The Canvassing Board may employ such clerical help to assist with the work of the Board as it deems necessary, with at least one (1) member of the Board present at all times, until the canvass of the returns is completed. The clerical help shall be paid from the same fund as the inspectors and other necessary election officials.
6. Following the canvassing of all absentee elector ballots and the elector ballots cast in the election, the Canvassing Board shall then prepare certifications of the results of the election which shall be filed with the Village Clerk, Miami-Dade Supervisor of Elections, Department of State, and the Division of Elections for the State of Florida.
7. At the same time that the results of the elections are certified to the Department of State, the Canvassing Board shall file a report with the Division of Elections on the conduct of the election. The report shall contain information relating to any problems incurred as a result of equipment malfunctions either at the precinct level or at a counting location, any difficulties or unusual circumstances encountered by the Canvassing Board, and any other additional information which the Canvassing Board feels should be made a part of the official election record.

Sec. 2-34. Recreation advisory board.

- (A) Board created. The Recreation Advisory Board shall consist of five members.
- (B) 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.
- (C) Duties and responsibilities. The Board's duties and responsibilities shall be as follows:
 - (1) To promote recreation, cultural, arts, athletics, community activities and special events, as well as assist in the development of sponsorship of these activities.
 - (2) To make recommendations concerning the operation of Village parks, playgrounds, undeveloped park lands and recreational programs to the Commission;

(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 collect and provide copies to the Village Clerk, any 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.

2-35. Charter Review Advisory Board.

(1) *Purpose.* The Charter Review Advisory Board shall study the Charter of the Village of Biscayne Park in its entirety and provide the Village Commission with a written report setting forth its recommendations as to any proposed amendments or revisions to the Village Charter.

(2) *Board membership.*

(a) The Charter Review Advisory Board (hereinafter “Advisory Board” or “Board”) shall be composed of seven (7) persons. Each member of the Village Commission shall appoint one member for up to a two year term of service. The remaining two (2) members will be appointed by the Village Commission by a simple majority vote. Members shall be qualified electors of the Village. The Board shall commence its proceedings within forty five (45) calendar days after appointment by the Commission.

(b) 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.

(c) Selection of the Board members shall be made 24 months prior to the regularly scheduled election of November, 2016. Review by the Board shall occur in conjunction with every fourth election thereafter.

Sec. 2-36. – Public Art Advisory board.

(A) Board created. The public art advisory board shall consist of five (5) members.

(B) 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.

(C) Qualification of members. When appointing members, the commission shall take into consideration a candidate's educational, technical, and professional experience. The candidate's profession, degrees, training and interest in visual arts, art history, design or related fields shall be taken into consideration by the commission when appointing members.

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

(1) To act in the public interest of the village by advising the commission on general policies regarding visual arts in the Village;

(2) To make recommendations to the commission regarding the selection, placement and maintenance of loaned, donated or acquired works of art for Village property.

(3) Provide the commission with information regarding funding and grant sources for public art activities and objects.



Village of Biscayne Park Board Member Application

Last Name		First Name		M.I.
Home Address		City Biscayne Park	State FL	Zip Code 33161
Principal Business Address		City	State	Zip Code
Home Telephone Number	Cell Number		Work Number	
E-Mail Address			Are you a registered voter? Yes or No	
What Board(s) are you interested in serving? (All Village Boards are listed on the reverse side of this form.) Please list in order of preference.				
List all Village Boards on which you are currently serving or have previously served. Please include dates.				
Educational qualification.				
List any related professional certifications and licenses which you hold.				
Give your present, or most recent employer, and position.				
Describe experiences, skills or knowledge which qualify you to serve on this board. (Please feel free to attach a brief resume.)				

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

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

Signature

Date

Sample

COMMISSION MEMBER BALLOT _____
PRINT NAME

February 4, 2014
Ecology Board
APPOINTMENT

BOARD MUST HAVE 5 MEMBERS
PLEASE VOTE ACCORDINGLY

Please Circle Up to Five Candidates

Wendy Hernandez (Reappointment)

Mailan Nguyen (Reappointment)

Heidi Shafran (Reappointment)

Candido Sosa-Cruz (Reappointment)

Reggie White (Reappointment)

Issa Thornell (New Appointment)



Village of Biscayne Park Commission Agenda Report

Village Commission Meeting Date: February 4, 2014

Subject: State Road 915 (NE 6th Avenue) Proposed
Landscape Design

Prepared By: Candido Sosa-Cruz
Assistant to Manager, Public Services Dir.

Sponsored By: Staff

Background

On September 27, 2012, the Commission approved Resolution No. 2012-47, authorizing the Village Manager to execute a grant application to the Florida Department of Transportation (FDOT) for a Florida Highway Beautification Council Grant and any subsequent agreements or documents associated with the grant.

State Road 915 (NE 6th Avenue) traverses across the Village of Biscayne Park and serves an important public purpose to residents and visitors of Biscayne Park. Staff met with both the Parks and Parkway Advisory Board and the Ecology Board and received their support to submit a grant application to landscape and beautify the NE 6th Avenue and 113th Street bridge area.

On Saturday, January 4th, 2014, the Parks & Parkway Advisory Board had a public meeting to discuss the landscape planning and design for NE 6th Avenue and 113th

February 4, 2014

Commission Agenda Report

State Road 915 (NE 6th Avenue) Proposed Landscape Design

Street bridge area. The board agreed that the design will include a total of twenty three (23) Sabal Palms of 24' and 20' in height. The design will consist of a 24' Sabal Palm followed by a 20' Sabal Palm. There will be a total of twelve (12) Sabal Palms planted on the east side of NE 6th Avenue and eleven (11) Sabal Palms planted on the west side of NE 6th Avenue (design attached).

On Thursday, January 30, 2014, staff met with Kirk Hoosac, District Landscape Architect, State of Florida Department of Transportation - District VI to review the design and discuss details of the Highway Beautification Grant.

/Budget Impact

The Village approved in FY 2013-2014, \$2,500 to match the highway beautification grant, this amount is appropriated under Public Works in line item Repairs & Maintenance - Landscaping.

Staff Recommendation

Approval of State Road 915 (NE 6th Avenue) Proposed Landscape Design

Attachments

Minutes for Parks & Parkway Advisory Board meeting held on January 4, 2014

State Road 915 (NE 6th Avenue) Landscape Design

Resolution No. 2012-47



PARKS &
PARKWAY
ADVISORY BOARD

Dan Keys
Chairman

Robert Silverman
Randy Wagoner

Alternate
Barbara Kuhl

MINUTES
PARKS & PARKWAY ADVISORY BOARD
Ed Burke Recreation Center 11400 NE 9th Court
Saturday, January 4, 2014 at 10:00AM

1. CALL TO ORDER AND ROLL CALL

Present - Dan Keys, Barbara Kuhl, Robert Silverman, Randy Wagoner
Guests- David Coviello, Fred Jonas, Roxy Ross, Chuck Ross

2. AGENDA ADDITIONS AND DELETIONS

None

3. PUBLIC COMMENT – See below

4. APPROVAL OF MINUTES –

May 16, 2012 - not available
July 18, 2012 - not available
August 29, 2012 - not available
September 19, 2012 - not available
December 18, 2013 - Passed unanimously

5. OLD BUSINESS

A. None

6. NEW BUSINESS

A. Planning and Design session for NE 6th Avenue at 113 street landscaping related to FDOT grant project and secondary entrance areas.

The Board discussed a request from the Administration for advice regarding the type of trees to be planted on the East and West sides of the NE 6th Avenue, bridge, at 113th street. This planting is related to an FDOT grant project. In addition to the Board members, numerous members of the audience participated in the discussion.

Members commented that a planting at least complementary to the existing landscaping along N.E. 6th Avenue should be considered, as the community has positively received the aesthetics of it and because maintenance of this type of planting is less costly. After discussing the merits of both palms and shade trees, there was a consensus that palms should be used. Various palms were discussed and due to the raised and therefore drier conditions present on the bank of the bridge, it was decided that Sabal palmetto palms should be used.



The Village of Biscayne Park

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

Furthermore, once again in response the site conditions, it was decided that a single row of palms rather than groupings should be used.

Discussion was held on possible future under plantings scenarios and it was clear that there would be ample options that would work harmoniously with the choice of Sabal palms as the tree planting.

The need for planning and budgeting for an irrigation system was discussed. Mr. Sosa-Cruz advised that the palms would be watered with the portable water tank in the mean time.

The Board and guests viewed the Sabal palm plantings at the Recreation Center and discussed the recommended spacing. It was decided that the final spacing should provide for a slight separation between the frond canopies. Dan Keys advised that he would work with Mr. Sosa-Cruz to space out and flag the locations for the palms at the site and assist with producing a drawing to be used as a submission to the Florida Department of Transportation.

7. NEXT MEETING DATE –

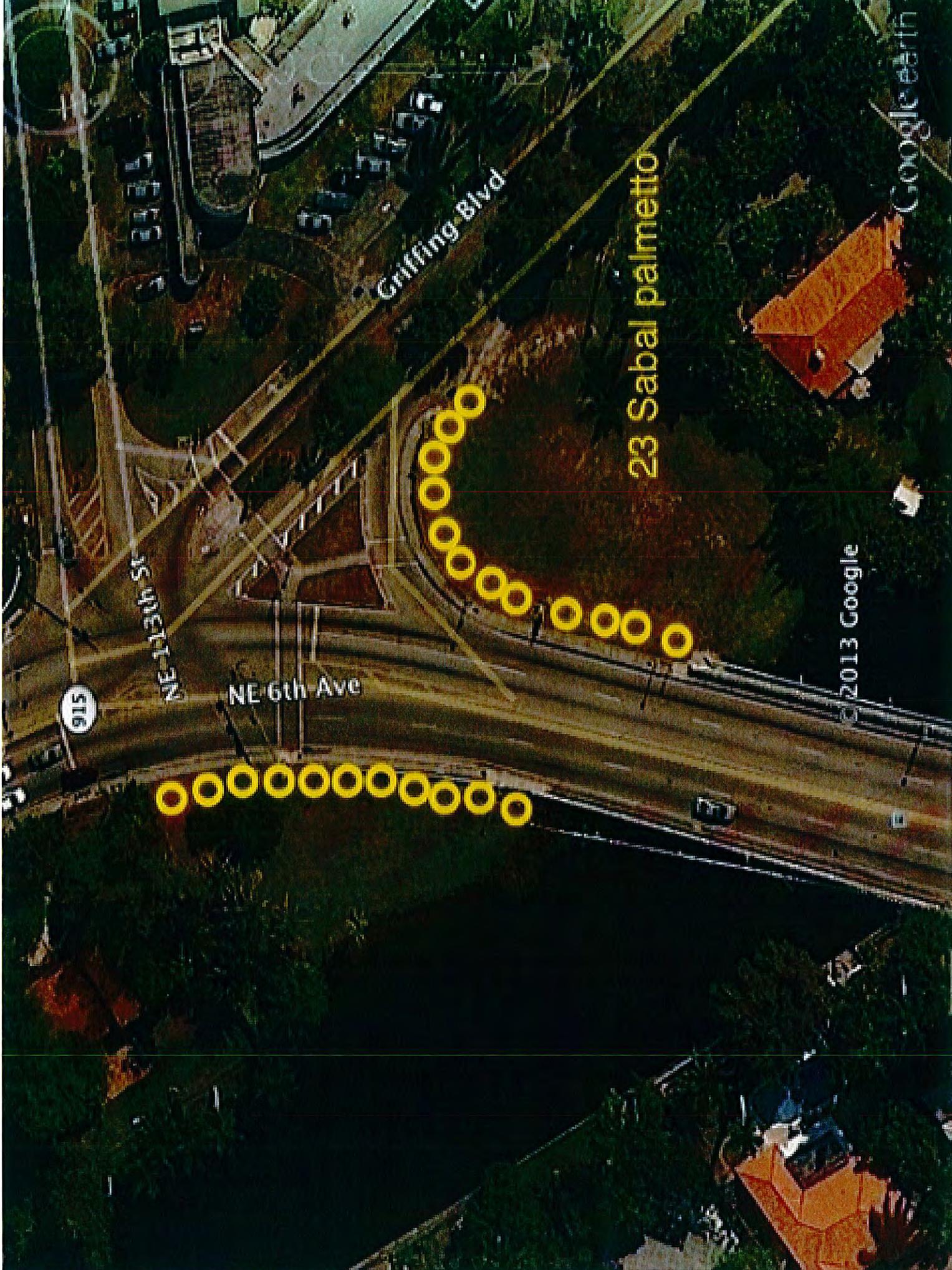
February 19, 2014

8. ADJOURNMENT

The meeting was adjourned at approximately 11 am.

Minutes approved on _____

By: _____
Dan Keys, Chair



Griffing Blvd

23 Sabal palmetto

NE 11th St

NE 6th Ave

915

© 2013 Google

Google earth

1
2
3 **RESOLUTION NO. 2012-47**
4

5 RESOLUTION OF THE VILLAGE COMMISSION
6 OF THE VILLAGE OF BISCAYNE PARK,
7 FLORIDA AUTHORIZING THE VILLAGE
8 MANAGER TO EXECUTE A GRANT
9 APPLICATION TO THE FLORIDA DEPARTMENT
10 OF TRANSPORTATION FOR A FLORIDA
11 HIGHWAY BEAUTIFICATION COUNCIL GRANT
12 AND ANY SUBSEQUENT AGREEMENTS OR
13 DOCUMENTS ASSOCIATED WITH THE GRANT.
14

15
16 WHEREAS, the Florida Highway Beautification Council was created by the
17 1987 Legislature when it enacted Sections 339.24 and 339.2405, Florida Statutes,
18 placing a seven-member Council (Council members are appointed by the Governor)
19 within the Florida Department of Transportation; and
20

21 WHEREAS, this fiscal year, with assistance from the Florida Highway
22 Beautification Council, the Florida Department of Transportation will award Highway
23 Beautification grants totaling \$1 million, individual grants cannot exceed \$100,000; and
24

25 WHEREAS, these grants may be awarded only for projects to landscape roads
26 on the State Highway System, many roadside areas and median strips within Department
27 of Transportation rights-of-way must be maintained and attractively landscaped; and the
28 Administration intends to beautify and improve various rights-of-way by landscaping
29 our state road in the Village; and
30

31 WHEREAS, the Administration intends to apply for funding for State Road No.
32 915 (NE 6th Avenue, Biscayne Park Way); and
33

34 WHEREAS, applicants are encouraged to submit grant applications for projects
35 supported with equal (50 percent) matching funds or in kind contributions from other
36 sources. Design fees up to 10 percent of the grant amount may be considered towards
37 the applicant's match; and
38

39 WHEREAS, the Village is applying for a total grant of \$5,000 including
40 matching funds in the amount of \$2,500 for the landscaping and transplanting of palm
41 trees for the State Road No. 915 (NE 6th Avenue, Biscayne Park Way) median and
42 adjacent land.
43

44 NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COMMISSION
45 OF THE VILLAGE OF BISCAYNE PARK, FLORIDA
46

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

Agenda Item 12.e

New Business

From: Heyman, Sally A. (DIST4) [<mailto:HEYMAN@miamidade.gov>]

Sent: Monday, January 27, 2014 2:55 PM

Subject: RE: MIAMI-DADE COUNTY DEPARTMENT OF CULTURAL AFFAIRS ANNOUNCES GRANTS PROGRAM DEADLINES FOR THE 2014-2015 SPRING CYCLE

FYI:

For your city or special programs in your community.

Sally

From: (Office of the Mayor) Office of Communications

Sent: Monday, January 27, 2014 11:59 AM

To: (Office of the Mayor) Office of Communications

Cc: Hernandez, Liliana (CUA)

Subject: MIAMI-DADE COUNTY DEPARTMENT OF CULTURAL AFFAIRS ANNOUNCES GRANTS PROGRAM DEADLINES FOR THE 2014-2015 SPRING CYCLE



FOR IMMEDIATE RELEASE:

MEDIA CONTACT:

Liliana Hernandez-Constenla

305-375-5829

LilianH@miamidade.gov

**MIAMI-DADE COUNTY DEPARTMENT OF CULTURAL AFFAIRS
ANNOUNCES
GRANTS PROGRAM DEADLINES FOR THE 2014-2015 SPRING
CYCLE**

Schedule of Culture Grants Online (CGO) & Grant-Specific Workshops Available

(MIAMI, January 27, 2014) – The Miami-Dade County Department of Cultural Affairs is pleased to announce the deadline schedule for the fiscal year 2014-2015 spring cycle of arts and cultural grants programs available to Miami-Dade County based non-profit cultural groups. Guidelines containing information regarding eligibility requirements, funding requests and other detailed program criteria can be downloaded at www.miamidadearts.org by clicking *Grants/Online Grants/Organizations*. Grant

guidelines can also be requested in-person person by calling the Department of Cultural Affairs at (305) 375-4634, or by email at culture@miamidade.gov.

2014-2015 DEADLINES FOR SPRING CYCLES

ANNUAL OPERATING SUPPORT PROGRAMS

- Major Cultural Institutions Grants Program (MCI) – February 12, 2014
- Cultural Advancement Grants Program (ADV) – March 20, 2014
- Festivals and Special Events Grants Program (FEST) – April 25, 2014
- Hannibal Cox, Jr. Cultural Grants Program (HCJ) – March 13, 2014
- Developing Arts in Neighborhoods Grants Program (DAN) – May 15, 2014

YOUTH ARTS PROGRAMS

- Youth Arts Miami Grants Program (YAM) – February 28, 2014
- Youth Arts Enrichment Grants Program (YEP) – April 1, 2014

CULTURAL FACILITIES PROGRAMS

- Capital Development Grants Program (CAP) – March 18, 2014

OUTREACH PROGRAMS

- Audience Access Grants Program (AUD) – Ongoing
- International Cultural Exchange (ICE) – March 3, 2014

PRE-GRANT SUBMISSION WORKSHOPS/CONSULTATIONS:

The Department offers an ongoing series of training workshops on the basics of utilizing Culture Grants Online (CGO), the Department's online grant system. All first-time applicant organizations are required to attend a CGO Basics workshop if they wish to apply a spring grant program.

For the complete CGO Basics workshop schedule, visit www.miamidadearts.org, click *Grants/Online Grants*. To RSVP for a CGO Basics workshop, visit <http://bit.ly/19XqaMn>. The workshops are held at the Miami-Dade County Department of Cultural Affairs, located at 111 NW 1st Street, at the 6th Floor Conference Room.

Additionally, applicant organizations are required to contact the grant program administrator for a pre-application consultation and/or attend the program's corresponding workshop (if applicable). Pre-grant submission requirements for each program can be found on the program's information page at www.miamidadearts.org by clicking *Grants/Online Grants/Organizations*.

For more information about the Department of Cultural Affairs and its programs, please visit www.miamidadearts.org. Grant funding for FY 2014-2015 is contingent upon the approval of Miami-Dade County's FY 2014-2015 budget by the Mayor and Board of County Commissioners.

It is the policy of Miami-Dade County to comply with all of the requirements of the Americans with Disabilities Act. To request materials in accessible format, sign language interpreters, and/or any accommodation to participate in any Miami-Dade County Department of Cultural Affairs program or meeting, please contact Francine Andersen at 305-375-4634 or culture@miamidade.gov at least five days in advance to initiate your request. TTY users may also call 711 (Florida Relay Service).

###

The Miami-Dade County Department of Cultural Affairs and the Cultural Affairs Council develop cultural excellence, diversity and participation throughout Miami-Dade County by strategically creating and promoting opportunities for artists and cultural organizations, and our residents and visitors who are their audiences. The Department directs the Art in Public Places program and serves its board, the Art in Public Places Trust, commissioning, curating, maintaining and promoting the County's art collection. The Department also manages, programs and operates the South Miami-Dade Cultural Arts Center, a campus of state-of-the-art cultural facilities in Cutler Bay, as well as Miami-Dade County Auditorium, Joseph Caleb Auditorium and the African Heritage Cultural Arts Center, all dedicated to presenting and supporting excellence in the arts for the entire community. Through staff, board and programmatic resources, the Department, the Council and the Trust promote, coordinate and support Miami-Dade County's more than 1,000 not-for-profit cultural organizations as well as thousands of resident artists through grants, technical assistance, public information and interactive community planning. The Department receives funding through the Miami-Dade County Mayor and Board of County Commissioners, The Children's Trust, the National Endowment for the Arts, the State of Florida through the Florida Department of State, Division of Cultural Affairs and the Florida Council on Arts and Culture, and the John S. and James L. Knight Foundation. Other support and services are provided by TicketWeb for the Culture Shock Miami program, the Greater Miami Convention and Visitors Bureau, the South Florida Cultural Consortium and the Tourist Development Council.



Village of Biscayne Park Commission Agenda Report

Village Commission Meeting Date: February 4, 2014

Subject: Earth Hour 2014

Prepared By: Commissioner Barbara Watts

Sponsored By: Commissioner Barbara Watts

Background

Last year, the Commission unanimously resolved to observe annually, the annual international “Earth Hour” commemoration, which, this year, takes place on Saturday, March 29th at 8:30 p.m. For this year’s event, the following should be considered:

- Funds be allocated for musicians to perform at the event.
- Task the Ecology Board with generating ideas for projects that the Village might undertake to decrease the carbon footprint of each household in the Village and as well, the Village Administration.
- Consider submitting an “I will if you will” challenge to Village residents.

Fiscal/Budget Impact

Funding for musicians, staff time for marketing, printed flyers.

Staff Recommendation

Approval to schedule the 2nd Annual Earth Hour event in the Village of Biscayne Park.

Attachments

Print out: www.earthhour.org/page/get-involved/how-organizations-can-help
www.earthhour.org/page/get-involved/tools-and-downloads

Find Earth Hour In Your Country

YOUR EMAIL ADDRESS

JOIN THE GLOBAL COMMUNITY

f t in YouTube



UNITING PEOPLE TO PROTECT THE PLANET
EARTH HOUR 2014: SATURDAY MARCH 29 8:30PM



- HOME
- ABOUT
- BLOG
- EARTH HOUR FRIENDS
- GET INVOLVED
- FUN STUFF
- AROUND THE WORLD
- MEDIA CENTRE

HOW ORGANISATIONS CAN GET INVOLVED



Earth Hour is the largest movement for the planet in human history, spanning 7,000 cities, 152 countries with a digital reach of 200 million. Earth Hour is much, much more than a symbolic action of switching off lights for an hour; it's a continuous movement driving actions, big and small, that are changing the world we live in.

60 07 48 32

DARE THE WORLD SAVE THE PLANET

WHY: MAKING A REAL IMPACT

CREATE I WILL IF YOU WILL CHALLENGE



We believe the everyone has power to inspire people, make real change and impact in the world.

Every year, hundreds of thousands of businesses, governments and organizations have stepped forward to lead and commit to Earth Hour, so we are inviting you to join us too in our global movement.

Engage and inspire your employees, customers, suppliers, clients, industry and communities during Earth Hour and even beyond the hour. We will share with our community and the world your stories to inspiring others with your actions.

v7



CARE + DARE + SHARE

- 1. JOIN THE GLOBAL EARTH HOUR COMMUNITY:** Join us to stay up-to-date with the latest Earth Hour news and activities.
- 2. DARE THE WORLD TO SAVE THE PLANET BY CREATING AN I WILL IF YOU WILL CHALLENGE:** download the Earth Hour [How-To-Guide](#), and take action today. For example, here is [how your hotel can support Earth Hour](#).
- 3. SHARE WITH US:** Once you have decided on your action or plan, tell us [here](#)
- 4. SHARE WITH THE WORLD:** Build support and share your challenge with the world. Whether it's an inspiring challenge video, a powerful image you can share with your own social networks, or a contribution to our own Earth Hour blog - email these to us and we'll share it with the world: contact@earthhour.org

SHARE YOUR STORY



What are you doing for Earth Hour 2014 and, more importantly, beyond the hour? Have you been inspired by the actions of others? Come share your story with us! Whether your actions are large or small, they make a difference. We're listening and want to hear what you're doing to go beyond the hour to save the planet.

> SHARE HERE

GET INVOLVED WITH EARTH HOUR GLOBAL AS A CORPORATE

Organisation Name *

Organisation Homepage URL

Country *

Telephone Number *

Email *

Name *

Designation *

SUBSCRIBE

PARTNER WITH US



Campaign Partnership Opportunities - Earth Hour Global is seeking corporate and community organisations to be global partners of the I Will If You Will campaign. We are providing opportunities to showcase your environmental sustainability messages to a greater international audience and demonstrate your citizenship to the wider community. Do you have a challenge big enough to make a lasting impact in the community? We want to hear from you!

Sponsorship Opportunities - Earth Hour seeks global partners committed to a sustainable future and empowering the community to make a difference. Your support can inspire millions to take actions that make a lasting difference and impact the world we live in. It's a visible and valuable way of delivering on your organisation's corporate social responsibility objectives. Partner with us to educate, inspire and implement projects that are meaningful and effective and continue in uniting people to protect the planet.

For more information, please [contact us](#).



- ABOUT
- HISTORY
- IMPACT
- MESSAGE FROM ANDY
- GLOBAL COMMUNITY
- TEAM
- BLOG
- EARTH HOUR FRIENDS
- GET INVOLVED
- INDIVIDUAL
- ORGANISATIONS / CORPORATE
- TOOLS AND DOWNLOADS
- FUN STUFF
- POCOYO GAME
- KIDS' GAME
- VIRTUAL LANTERN
- VIRTUAL LIGHTSWITCH
- AROUND THE WORLD
- EXPLORE THE MAP
- OUR STORIES
- EARTH HOUR CITY CHALLENGE
- MEDIA CENTRE
- GLOBAL PRESS RELEASES
- EARTH HOUR IMAGE GALLERY
- EARTH HOUR VIDEO GALLERY
- SPOKESPEOPLE
- FAGS
- CONTACT

CREATE I WILL IF YOU WILL CHALLENGE

Find Earth Hour In Your Country

YOUR EMAIL ADDRESS

JOIN THE GLOBAL COMMUNITY

f t in YouTube

60+
EARTH HOUR

UNITING PEOPLE TO PROTECT THE PLANET
EARTH HOUR 2014: SATURDAY MARCH 29 8:30PM

WWF

- HOME
- ABOUT
- BLOG
- EARTH HOUR FRIENDS
- GET INVOLVED
- FUN STUFF
- AROUND THE WORLD
- MEDIA CENTRE

BADGE YOUR ACTIONS EARTH HOUR



Show the world you're taking Earth Hour beyond the hour in 2013! Badge your action to protect the planet with our handy Earth Hour tools and downloads. We'll keep adding new content to this page, so don't forget to come back for more.

TOOLS AND DOWNLOADS

CREATE | WILL IF YOU WILL CHALLENGE

60 07 47 31



LATEST NEWS [▶ VIEW ALL](#)

- ▶ **Earth Hour 2013 Official Video**
The official 2013 video features the track "Without You" by David Guetta and Usher, provid...
- ▶ **A PLEASANT SURPRISE IN KYRGYZSTAN**
Kyrgyzstan, a country that little of the world has actually heard of, let alone ventured through...
- ▶ **SMALL PLACES, SMALL CHANGES, AND BIG DIFFERENCES**
At times one may see the worlds issues and problems as too big for any one person to handle or chang...
- ▶ **OUR ENVIRONMENT AND COMMUNITY**
Community is one of those concepts that bring us as people together. It is a sense of being and belo...



**Earth Hour Logo
(high-res)**

Download the Earth Hour Logo and add it to your website, blog or social media pages.

[Download now !](#)



**Earth Hour Digital
Avatar**

Add the Earth Hour Digital Avatar to your website, social media profile or blog.

[Download now !](#)



CREATE | WILL IF YOU WILL CHALLENGE



**Proudly Committed
Logo**

Show your support by adding this logo to your website, social media profile or blog.

[Download now !](#)



**Earth Hour Video
(Youtube)**

Show your support by adding this logo to your website, social media profile or blog.

[Grab the code !](#)

Join our Facebook community
 Be part of the live coverage on our Facebook page
[FIND OUT MORE](#)

f **t** **f** Like | 280k

<p>ABOUT HISTORY IMPACT MESSAGE FROM ANDY JOIN THE GLOBAL COMMUNITY MEET THE TEAM</p>	<p>BLOG</p>	<p>EARTH HOUR FRIENDS</p>	<p>GET INVOLVED INDIVIDUAL ORGANISATIONS / CORPORATE TOOLS AND DOWNLOADS</p>	<p>FUN STUFF ROCOYO GAME KIDS GAME VIRTUAL LANTERN VIRTUAL LIGHTSWITCH</p>	<p>AROUND THE WORLD EXPLORE THE MAP OUR STORIES EARTH HOUR CITY CHALLENGE</p>	<p>MEDIA CENTRE GLOBAL PRESS RELEASES EARTH HOUR IMAGE GALLERY EARTH HOUR VIDEO GALLERY SPOKESPEOPLE FAQS CONTACT</p>
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Village of Biscayne Park Commission Agenda Report

Village Commission Meeting February 4, 2014

Date:

**Subject: Village Manager's Report - Update
Location of Zaluski Sculpture**

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

Sponsored By: Staff

Informational Item:

At its January 7, 2014 meeting, the Village Commission accepted the donation of an outdoor sculpture for placement in the Village.

On January 28, 2014, the Village Manager met with members of the Parks and Parkways Board, Ecology Board and the Planning Board. In attendance at the meeting were the following Board members: Marie Smith, Matt Davis & Rich Strassberg (Ecology); Dan Keys, Barbara Kuhl & Robert Silverman (Parks and Parkways); Andrew Olis, Doug Tannehill & Carl Bickel (Planning).

January 7, 2014

Commission Agenda Report

Discussion Regarding Next Steps in Annexation Process

Discussion was held regarding potential locations for the sculpture. After a thorough discussion by all nine (9) joint members in attendance and comments from the public, a consensus was reached to place the sculpture in Griffing Park. Additionally, those in attendance requested the Village Manager work with the Parks and Parkways Board on the specific location within Griffing Park.

The Village Manager will proceed with the next steps including meeting with Parks and Parkways and coordinating the installation of the sculpture.