



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, November 10, 2015 at 7:00pm



Indicates back up documents are provided.

1 Call to Order

2 Roll Call

3 Pledge of Allegiance

4 Presentations



4.a Veteran's Day - Honoring veterans in the Village of Biscayne Park



4.b Proclamation honoring Phil Peterson



4.c Recognition of Biscayne Park Crime Watch

4.d Log Cabin Craftsmanship presentation

4.e The Villagers, Inc. - Historic Preservation Grant

4.f Tri-Village Bike Ride - Mayor David Coviello



4.g Recreation Advisory Board - Welcome Packet Initiative

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.

6.a Response to prior public comments and inquiries

7 Information / Updates



7.a 2016 Legislative Priorities - David Caserta

8 Consent Agenda

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



8.a Approval of Minutes

- ◆ October 6, 2015 Regular Commission Meeting
- ◆ October 26, 2015 Special Commission Meeting



8.b Acceptance of Board Minutes

- ◆ Parks & Parkway Advisory Board - July 15, 2015 (Amended Draft)
- ◆ Recreation Advisory Board - January 27, 2015
- ◆ Recreation Advisory Board - September 29, 2015
- ◆ Recreation Advisory Board - October 27, 2015
- ◆ Planning & Zoning Board - October 5, 2015
- ◆ Planning & Zoning Board - October 19, 2015
- ◆ Planning & Zoning Board - November 2, 2015
- ◆ Code Compliance Board - October 14, 2015
- ◆ Public Art Advisory Board - October 21, 2015
- ◆ Stormwater Master Plan Project Kickoff Meeting - September 19, 2015



8.c **Resolution 2015-50**

A RESOLUTION OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA, **AUTHORIZING THE APPROPRIATE VILLAGE OFFICIALS TO EXECUTE THE AGREEMENT FOR AUDITING SERVICES BETWEEN THE VILLAGE AND GLSC & COMPANY, PLLC**; PROVIDING FOR AN EFFECTIVE DATE



8.d **Resolution 2015-51**

A RESOLUTION OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA, **AUTHORIZING THE APPROPRIATE VILLAGE OFFICIALS TO EXECUTE THE GRANT AGREEMENT BETWEEN THE VILLAGE OF BISCAYNE PARK AND THE STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION IN THE AMOUNT OF \$150,000**; PROVIDING FOR AN EFFECTIVE DATE



8.e **Resolution 2015-52**

A RESOLUTION OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA **AUTHORIZING THE APPROPRIATE VILLAGE OFFICIALS TO EXECUTE THE AMENDMENT TO THE PROFESSIONAL CONSULTANT SERVICES AGREEMENT BETWEEN THE VILLAGE OF BISCAYNE PARK AND CRAIG A. SMITH & ASSOCIATES** FOR THE DEVELOPMENT OF A STORMWATER MASTER PLAN; PROVIDING FOR AN EFFECTIVE DATE



8.f **Resolution 2015-53**

A RESOLUTION OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA **SUPPORTING ADEQUATE FUNDING OF THE LOW INCOME HOME ENERGY ASSISTANCE PROGRAM (LIHEAP)**; PROVIDING FOR AN EFFECTIVE DATE *(Sponsored by Mayor Coviello)*

< End of Consent >

9 Public Hearing



- 9.a Variance Request - Lawrence & Chandra Peña, 831 NE 109th Street
Installation of an accessory structure (shed 20' x 10')

10 Ordinances

First Reading



10.a **Ordinance 2015-08**

AN ORDINANCE OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA, PURSUANT TO SECTION 166.041, FLORIDA STATUTES, TO AMEND ORDINANCE 2014-10 ADOPTED ON SEPTEMBER 23, 2014, **FINALIZING AND ADOPTING THE ANNUAL OPERATING BUDGET FOR FISCAL YEAR 2014-2015, BY AMENDING VARIOUS PARTS OF THE BUDGET** CONSISTENT WITH EXHIBIT "A", ATTACHED HERETO; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE



10.b **Ordinance 2015-09**

AN ORDINANCE OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA AMENDING CHAPTER 2, SECTION 2-30 OF THE CODE OF ORDINANCES, CHAPTER 13, SECTION 13.2.2 OF THE LAND DEVELOPMENT CODE AND CHAPTER 14, SECTION 14.1.4 OF THE LAND DEVELOPMENT CODE **TO PROVIDE REGULATIONS CONCERNING BOARD AND COMMITTEE MEMBER ABSENCES; PROVIDING FOR PLANNING AND ZONING BOARD MEMBERS TO BE PROPERTY OWNERS AS WELL AS RESIDENTS OF THE VILLAGE**; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION; PROVIDING FOR AN EFFECTIVE DATE

11 Resolutions

< None >

12 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.

< None >

13 New Business

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



13.a Discussion of Village Boards



13.b Chapter 8 proposed changes - As requested by Vice Mayor Anderson



13.c Discussion on the roles of the Mayor, Commission and Village Manager - As requested by Commissioner Ross



13.d Commission in the Community Open Forum - Manager Siegel



13.e Selection of next year's Miami Dade County League of Cities (MDCLC) designate for the Village of Biscayne Park - As requested by Mayor Coviello



13.f Recreation Center Lighting - As requested by Vice Mayor Anderson

14 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.

15 Reports

15.a Village Manager

- ◆ Annexation
- ◆ Village Hall log cabin restoration project
- ◆ Community Signage
- ◆ 5th Avenue & 121st Street Median
- ◆ Village Manager annual review

15.b Village Attorney

15.c Board / Committee Reports:

- ◆ Biscayne Park Foundation
- ◆ Code Review Board

- ◆ Ecology Board
- ◆ Parks & Parkway Advisory Board
- ◆ Public Art Advisory Board
- ◆ Recreation Advisory Board

15.d Commissioner Comments

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

16 Announcements

Wednesday, November 11th - All Village Departments are closed in observance of Veteran's Day

Thursday, November 12th - Public Art Advisory Board at 6:00pm

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

Tuesday, November 17th - Recreation Advisory Board at 7:00pm

Monday, November 23rd - Special Commission Meeting at 6:30pm

Monday, November 23rd - Code Compliance Board Workshop at 7:00pm

Tuesday, November 24th - Parks & Parkway Advisory Board at 7:00pm

Thursday and Friday, November 26th & 27th - All Village Departments are closed for the Thanksgiving holiday.

Our next regular Commission meeting is Tuesday, December 1, 2015, at 7:00pm

17 Adjournment

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

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

DECORUM - 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.

PROCLAMATION

Veteran's Day

November 11, 2015

WHEREAS, on Veteran's Day, our Nation comes together to honor our veterans and commemorate the legacy of profound service and sacrifice they have upheld in pursuit of a more perfect union; and,

WHEREAS, through their steadfast defense of America's ideals, our service members have ensured our country still stands strong, our founding principles still shine, and nations around the world know the blessings of freedom; and

WHEREAS, the selflessness of our service members is unmatched, and they remind us that there are few things more fundamentally American than doing our utmost to make a difference in the lives of others; and

WHEREAS, just as our veterans stood watch on freedom's frontier, so have they safeguarded the prosperity of our Nation in our neighborhoods, our businesses, and our homes; and

WHEREAS, serving as teachers and engineers, parents and local government employees, these patriots have made contributions to civilian life that serve as a testament to their dedication to the welfare of our country; and

NOW, THEREFORE, LET IT BE PROCLAIMED BY the Honorable Mayor and Village Commission of the Village of Biscayne Park that all citizens observe the day with appropriate ceremonies in honor of those who have served to preserve the principles of Justice, Freedom and Democracy.



IN WITNESS WHEREOF, I have hereunto set my hand this 10th day of November, in the year two thousand fifteen.

David Coviello, Mayor



PROCLAMATION

In Honor of

Philip S. Peterson, Jr.

February 24, 1924 - September 25, 2015

WHEREAS, Philip "Phil" Peterson, Jr. was born on February 24, 1924, in Green Bay, Wisconsin, where his family were cherry farmers since the late 1800's; and

WHEREAS, during World War II, Phil proudly served in the Navy in the Pacific aboard the destroyer USS Bearss, a member of the escort fleet for the signing of the treaty that ended the war; and

WHEREAS, upon returning from the war at the age of 21, Phil used the money he saved up while in the Navy and bought a Harley-Davidson motorcycle; and

WHEREAS, at this same time, Phil married Charlotte and continued to farm and raise a family; and

WHEREAS, during the 1950's, Phil pursued his love of motorcycle racing and became friends with Walter C. Davidson of Harley-Davidson who approached him about becoming a dealer which led to the opening of his first dealership in Key West; and

WHEREAS, after missing Wisconsin and going back for a period of time to work on their farm, Phil finally retired in July 1965, packed up the family and came back to Florida, this time to their home in the Village of Biscayne Park; and

WHEREAS, the Peterson Harley-Davidson dealerships grew with locations in Cutler Bay, Miami Gardens, and the original location in Key West, and while he became an icon as a Harley dealer in South Florida for the past 61 years, Phil and his family remained a part of the Village community; and

WHEREAS, part of his legacy was his support of charities, and his generosity included his hometown, the Village of Biscayne Park, where he supported many events, most notably escorting Santa Claus on his side car during the annual Winterfest parade.

NOW, THEREFORE, LET IT BE PROCLAIMED BY the Mayor and Village Commission of the Village of Biscayne Park that the Village of Biscayne Park and its residents honor and remember Mr. Phil Peterson with great fondness and admiration.



IN WITNESS WHEREOF, I have hereunto set my hand this 10th day of November, in the year two thousand fifteen.

David Coviello, Mayor

Village of Biscayne Park

Certificate of Appreciation & Recognition

is hereby granted to:

Citizens Crime Watch Of Biscayne Park



Appreciation for your outstanding and dedicated efforts with the annual Halloween festivities in the Village of Biscayne Park

November 10, 2015

Heidi Siegel, Village Manager

Chief Cornelius "Rusty" McKenna



Village of Biscayne Park

Commission Agenda Report

Village Commission Meeting Date: November 10, 2015

Subject: Welcome Packet for New Residents

Prepared By: Shelecia Bartley, Manager Parks & Recreation

Sponsored By: Staff

Background

At its September 29th meeting, the Recreation Advisory Board voted to create a Welcome Packet for new residents. The proposed Welcome Packet expands on the packet previously provided at Village Hall. The Board has worked with Village staff on this project.

The Board is seeking consensus from the Village Commission to finalize and distribute the proposed Welcome Packet.

Attachments

- Welcome Packet draft

Village of Biscayne Park



Welcome to the Village of Biscayne Park!

I hope that this booklet is helpful to you, as we strive to serve all our residents through **Transparency, Integrity & Professionalism!**

Founded in 1933, the Village of Biscayne Park retains its heritage through tree-lined medians, original homes and historic log cabin. Biscayne Park prides itself on its quality of life enjoyed by over 3,000 residents.

I am proud to be the Village Manager here. The Village employees work hard to provide the services that improve the quality of life of our residents.

I welcome your feedback, questions, thoughts or concerns; please feel free to contact me at Village Hall.

Warm Regards,
Heidi Siegel, AICP



David Coviello
Mayor



Robert Anderson
Vice-Mayor



Fred Jonas
Commissioner



Roxanna Ross
Commissioner



Barbara Watts
Commissioner

We are a small in size but large in the spirit of community and friendliness.

We would like you to know some things that will make living here a pleasure!

Welcome to the Village of Biscayne Park!

This packet is being provided to assist you in the transition to your new home and new city.

In this packet you will find information on:

General Contacts
Police Department
Crime Watch
Public Works Department
Parks and Recreation Department
Village Boards and Committees
Code Compliance Department
Building Department

Additional information can also be found on our website at www.biscayneparkfl.gov

While you are visiting our website, be sure to click on "E-Mail Updates" and enter your e-mail address to receive e-mails on important events and happenings, meetings, as well as information that would be of benefit to you.

Again, Welcome!



Village of Biscayne Park Contact Information

www.biscayneparkfl.gov

Subscribe to our E-Mail Update List on our website!

Commissioners

Mayor David Coviello	305 899 8000	dcoviello@biscayneparkfl.gov
Commissioner Robert "Bob" Anderson	305 899 8000	banderson@biscayneparkfl.gov
Commissioner Fred Jonas	305 899 8000	fjonas@biscayneparkfl.gov
Commissioner Roxanna Ross	305 899 8000	rross@biscayneparkfl.gov
Commissioner Barbara Watts	305 899 8000	bwatts@biscayneparkfl.gov

Administrative E-Mail Contacts

Village Manger: Heidi Siegel	villagemanager@biscayneparkfl.gov
Village Clerk: Maria Camara	villageclerk@biscayneparkfl.gov
Police Chief: Cornelius "Rusty" Mckenna	policechief@biscayneparkfl.gov
Public Service Manager: Krishan Manners	kmanners@biscayneparkfl.gov
Building Permit Coordinator: Shanesa Mykoo	building@biscayneparkfl.gov
Code Compliance Officer: Reginald White	code@biscayneparkfl.gov

Village Departments

Department	Phone	Fax	Address	
Village Hall	305 899 8000	305 891 7241	640 NE 114th Street (East Side Entry)	33161
Police Department	305 893 7490	305 981 4750	640 NE 114th Street (West Side Entry)	33161
Public Works	305 893 4346	305 893 4345	893 NE 109th Street	33161
Recreation	305 893 3711	305 891 7241	11400 NE 9th Court	33161

Police Department Contact Information

Crime, Medical, Fire or Other Emergency:	911
Non-Emergency Dispatch (via Miami Dade County):	305 4-POLICE (305 476 5423)
Office (information only - NO dispatch):	305 891 4750
CRIME WATCH OF BISCAYNE PARK Chairman Chuck Ross	chairperson@biscayneparkcitizenscrimewatch.com

Utilities Contact Information

Florida Power Light Customer Service	305-442-8770
North Miami Water	305-895-9880



Village of Biscayne Park Police Department

Greetings from the Chief of Police:

Dear New Resident,

Welcome to the Village of Biscayne Park! We are happy to have you here and hope you enjoy the special charm and warmth of this Village and sense of family that your neighbors will give you! Please contact me at any time, that the Police Department can be of service to you. Remember, if something doesn't feel right or look right to you, it might not be, so please let us know. Your involvement in keeping watch over your community is what will make this a very safe place to live!

My office number is 305-981-4015. Remember to call 911 first if you need to see a police officer on any matter!

Check us out on face book at:

<https://www.facebook.com/Village-of-Biscayne-Park-Police-Department-791435810901306/>

Chief Rusty Mckenna

Mission Statement :

Policy

The mission of the Village of Biscayne Park Police Department is to provide and maintain a safe environment in which people can live, visit and work. Every member of the Department acknowledges his or her obligation to provide professional services by rendering aid to those in need, providing an environment free from fear, bring to justice those who violate the law and protecting all persons and property in accordance with legal and ethical standards.

- A. Visionó Provide professional police services to all
- B. Missionó To serve and protect all the citizens, while enforcing the law with impartiality, respect and compassion.
- C. Goaló Protect the lives and property of the people we serve, and to take all lawful and ethical actions to enhance the quality of life within the Village of Biscayne Park.

Village of Biscayne Park Citizen Crime Watch



We have very little crime in our Village. We are in fact ranked the 2nd lowest crime rate in all of Miami-Dade County. This is mainly due to a excellent Police Department and an active neighborhood watch program.

If you would like further information or to learn how to become a member of the Crime Watch please contact Chairman Chuck Ross at chairperson@biscayneparkcitizencrimewatch.com

Police Department Contact Information:

Chief Rusty McKenna policechief@biscayneparkfl.gov
Det. Hector Pineda hpineda@biscayneparkfl.gov
PD Village Office number· 305-893-7490

Village of Biscayne Park Parks & Recreation Department



The Recreation Department offers many programs, activities and events for you to enjoy!

The Ed Burke Recreation Center, our central park, includes a large Tot-Lot, a playground area suited for children of elementary school age, two baseball/softball fields and a soccer field. Court facilities include basketball, volleyball and racquetball.

Recreation Center Hours:

Monday through Saturday : 9:00am to 7:00pm
Sunday: 10:00am-7:00pm

Park Grounds:

Daily – Sunrise to Sunset

The Recreation Center building contains rooms that are used for meetings, classes and special events.

The center and the grounds are available for rent for group gatherings such as birthday parties, dinners, meetings and athletic events. Facility and Ground rental permits and more information are available at the Recreation Center and on the Village's website at www.biscayneparkfl.gov. Please call 305 893 3711 for availability and pricing.

On the website, be sure to click on the Activities and Events section under Recreation to find out more on all that the Recreation Center has to offer.

See you "AT THE PARK" !

For more information on events and programs at the Ed Burke Recreation Center, contact us at 305 893 3711, or via e-mail at recreation@biscayneparkfl.gov.

Facebook: <https://www.facebook.com/Village-of-Biscayne-ParkParks-Recreation-Department-179327945463486/>

Village of Biscayne Park Boards and Committees

The Village of Biscayne Park is privileged to have dedicated residents that participate in and provide the energy and dedication to the various committees and boards that are created to improve our community.

Please go to our website biscayneparkfl.gov and click on any of the committees or boards listed below to find out what they do, what their current projects are, and most importantly, learn how YOU can get involved or provide input.

Ecology Board
Parks & Pathways
Public Art
Recreation Advisory
Code Compliance
Planning & Zoning

Regular Meetings (Dates and times are subject of change-please check website calendar)
Commission Meetings ó 1st Tuesday of each month at 7PM (broadcast daily at 7:00pm on Comcast Chn.77)
Planning & Zoning Board - 1st and 3rd Monday of each month at 6:30PM
Code Compliance Board - 2nd Tuesday of each month at 7:00PM
Code Review Board - 1st and 3rd Wednesday of each month at 7:00PM
Parks & Parkway Advisory Board - 3rd Wednesday of each month at 6:00PM
Public Art Advisory Board - 2nd Wednesday of each month at 6:00PM
Recreation Advisory Board ó 4th Thursday of each month at 7:00PM
Ecology Board ó 3rd Monday of each month at 6:30PM

If you are interested in serving on any of these boards, contact Village Clerk Maria Camara at villageclerk@biscayneparkfl.gov; or call 305-899-8000.

We look forward to receiving your application to become a Village board member! Thank you!

Village of Biscayne Park Public Works Department

Our Public Works Department prides itself on its service, professionalism and quality of work and is committed to the upkeep of all Village property, medians, parks and common areas.

Garbage, Trash & Recycling
Tuesday. Garbage and Trash Pick Up
Friday. Garbage and Recycling Pick Up

The collection of garbage, trash and recycling is provided by **Waste Pro**.

Garbage is considered kitchen waste and is placed in your own container not exceeding 40 gallons. Garbage is placed out on the curb no earlier than 24 hours before collection day.

Trash is considered bulk and yard waste and is placed either in your own container not exceeding 40 gallons, or in a pile not exceeding 2 cubic yards (3qx 3qx 6q). Trash is placed out on the curb no earlier than 24 hours before collection day.

Recyclable materials are placed in a rolling cart provided by the Village. You may choose a 65 gallon cart or a 35 gallon cart. The lid of the cart provides examples of materials that can and cannot be recycled. Recycling is placed out on the curb in a specific manner that is explained on the lid, and no earlier than 24 hours before collection day.

If you need to make a service request regarding the collection of garbage, trash or recycling, you can:

- Visit our website at www.biscayneparkfl.gov and click on the link for TracEZ and submit your request online directly to Waste Pro or Call Waste Pro directly at 305-651-7011

Water Restrictions:

As you are aware, the South Florida Water Management District has placed Miami-Dade County (and several other counties) under water restrictions. To provide your constituents with up-to-date information on the current water restrictions, the District has created a web page at: www.sfwmd.gov/consERVE.

ODD House Numbers	EVEN House Numbers
Wednesday & Saturday	Thursday & Sunday
12:00am to 10:00am and/or 4:00pm to 11:59pm	12:00am to 10:00am and/or 4:00pm to 11:59pm

Village of Biscayne Park

Code Compliance Department

The main objective of the Code Compliance Department is to maintain and increase the safety and quality of life that all Village of Biscayne Park residents are entitled to. If you have any questions or would like to make an appointment with or Code Compliance Officer, please call Village Hall at 305 899 8000, Monday through Friday, 9:00am to 5:00pm, or e-mail code@biscayneparkfl.gov.

The following are the most violated codes:

YARD MAINTENANCE:

- Grass that is in excess of 8" is in violation and will be cited.
- Hedges that are not properly maintained.
- All bare areas of yard must be sodded or landscaped.

PAVING / PARKING:

- Driveways must be in good repair.
- All vehicles must be parked on the driveway and not on the lawn.

GARAGE SALES:

- Garage sales are allowed for up to two consecutive days, and twice per calendar year.
- A permit is required for all garage sales PRIOR to the event. Please visit Village Hall to obtain the permit.
- Signs advertising garage sales are NOT ALLOWED on medians, stop signs, street signs, utility poles, trees, or any public property. It is ONLY ALLOWED on the property having the garage sale.

RENTAL PROPERTY:

- It is the property owner's responsibility whether absentee or residing on the property to adhere and maintain all codes.
- A landlord permit is required annually. Please visit Village Hall to obtain the permit.

VEHICLES:

- All vehicles must be registered, operable and display a current tag.
- Commercial vehicles are not allowed on the public right of way, except when loading or unloading.

GARBAGE / TRASH / YARD WASTE:

- Garbage is considered kitchen waste and is picked up two times per week.
- Trash is other than kitchen waste (yard waste, cuttings, etc.). Up to two (2) cubic yards (3' x 3' x 6') will be picked up on time per week.
- Garbage and Trash is to be placed out for pick up no more than 24 hours prior to your scheduled pick up.
- Trash put out on the wrong day, or in excess of the two cubic yards will be charged a special pick up fee.

PAINT:

- Paint or other water resistant treatment is required on the exterior of structures.
- A permit is required for all exterior painting, including roofs. Please visit Village Hall to obtain the permit.

OUTDOOR STORAGE:

- Outdoor storage is prohibited. Any equipment, materials, household appliances, auto parts, building materials or furnishings cannot be stored outside.
- Portable Storage Units are allowed on a property for a maximum of 14 days. A permit is required for portable storage units. Please visit Village Hall to obtain a permit.

NOISE:

- Excessive noise during regular business hours can be reported to the Code Compliance Department. After hours or on weekends, contact the Police Department.



BUILDING DEPARTMENT

The purpose of the Village's Building Department is to safeguard the health, property and public welfare by overseeing and regulating construction and most home improvements. This is done through the permitting process.

This process carries with it certain responsibilities which include but are not limited to:

- Plan review
- Presentation of permit applications to the Village's Planning & Zoning Board
- Issuance of permits in a timely manner
- Scheduling of all applicable inspections
- Having a Building Official readily available for consultation and plan review

The Building Department is committed to continuing to provide professional, caring and personal customer service which includes telephone conferences and/or personal meetings with residents. Monthly updates relating to any changes in the permit process are provided to insure that our residents are treated with respect and provided with excellent customer service.

The Building Department also works closely with the Village's Code Compliance Department to provide current and relevant information regarding any code issues where our input will insure an efficient and agreeable outcome. Certificates of re-occupancy are also coordinated with the Code Compliance Department.

The Building Permit Coordinator and Building Official, as well as all of our inspectors involved in the day to day operation of the Building Department are and will continue to be committed to doing the best for the residents of the Village of Biscayne Park.

The next page provides you with some frequently asked questions (FAQs). But when in doubt, we urge you to contact us **BEFORE** you begin any home improvement project so that we may assist you.

Building Permit Coordinator
(305) 899 8000
Mon-Fri 9:00am to 5:00pm
building@biscayneparkfl.gov

Welcome to the Neighborhood!



**BUILDING DEPARTMENT
FREQUENTLY ASKED QUESTIONS**

Q. When do I need a permit?

A. A permit is required for almost all work being done on your home, however there are a few exceptions such as interior painting.

Q. Why do I need a permit?

A. The permit process is in place to protect the homeowner by ensuring that the work was done correctly and to code. A record is kept in our property files, and if applicable, a copy is sent to the Property Appraiser's Office.

Q. How do I go about beginning the process?

A. Call or visit us at Village Hall and speak with the Building Manager for guidance and to fill out the appropriate forms. These forms can also be downloaded from the Village's website at www.biscayneparkfl.gov. . Click on DOWNLOAD PERMIT FORMS from the navigation bar.

Q. How much are permits?

A. Some permits have a standard fee, for example paint permits and garage sale permits. Most are based on the cost of the project and the Building Official will price the permit based on a set fee schedule.

Q. What can I do without a permit?

A. Landscaping, interior painting or any repair under \$100.

Q. How do I know if my contract is in good standing?

A. The Building Permit Coordinator will ask for a current license and insurance form from the contractor upon the submittal of an application, and it will be verified with the State of Florida.

Q. What happens to the permit when the job is completed?

A. The permit is filed in our property files. All pertinent paperwork will go into this file including all inspections pertaining to the project. You may review your property file at Village Hall.

Q. What kind of inspections do I need and why do I need them?

A. Different jobs require different types of inspections. For example a fence permit will require three (3) inspections which are coordinated during the work. The Building Permit Coordinator and/or your contractor will walk you through all the required inspections.

Q. Who can help me when I have an issue with the contractor, or if I don't like the way the job is going?

A. The Building Official is always available to meet with and intervene on behalf of the resident. The Building Official also serves as a liaison for the resident should State intervention be required.

Q. Are permits issued on the spot?

A. No, most request for permits must go before the Village's Planning & Zoning Board for approval before they are issued. The Board meets on the first and third Monday of each month. To be placed on the agenda, the process is scheduled through the Building Manager. Once approved, permits usually take 48 hours to complete.



Memorandum

To: Key Officials
FLC Board of Directors
Local/Regional League Directors and Presidents
Advocacy Committee Members

From: C. Scott Dudley, Legislative Director

Date: October 6, 2015

RE: FLC Legislative Resources

Enclosed is a copy of the 2016 Florida League of Cities Legislative Action Agenda. It is also published in the most current *Quality Cities* magazine and provided to each member of the Legislature.

The 2016 Legislative Action Agenda was developed through the hard work of our five legislative policy committees. Now that the legislative priorities have been established, we are asking each of you to familiarize yourself with them and begin reaching out to your legislators to let them know how each of these issues directly affect their constituents and your city. By concentrating our collective efforts on our top priorities, greater attention and study will be given to our agenda.

Remember, a crucial component to the League's advocacy strategy is your continued engagement. Below is a list of additional resources to help you stay informed and engaged throughout the 2016 Legislative Session.

- *Legislative Bulletin*: a comprehensive listing of bills with potential impact to municipalities available on the FLC website; updated weekly during session
- *On Tap at the Cap*: a weekly blog distributed via email and social media highlighting activities at the Capitol from an insider's perspective
- *Issue Briefs & Talking Points*: background information and current status of the League's legislative priorities and other important issues coupled with bulleted talking points
- *Monday Morning Call-Ins*: 30-minute conference calls held every Monday morning at 9 AM (ET) during session to let you know what issues will be discussed by the Legislature in the upcoming week and what advocacy efforts may be needed. The first call takes place on Monday, January 11.
- *Action Alerts*: time sensitive emails and/or text messages requesting your help in communicating with the Legislature on very specific issues.

To learn more about these resources or to ensure you are on our legislative action email list and/or text alert service, contact Holly McPhail (hmcphail@flcities.com).

2016

Florida League of Cities

Legislative Action Agenda





he 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. 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.

2016 FLORIDA LEAGUE OF CITIES LEGISLATIVE ACTION AGENDA



RELOCATION OF UTILITIES

CONTACT:

Megan Sirjane-Samples

The Florida League of Cities **OPPOSES** legislation that mandates local governments and their taxpayers bear the cost of relocating utility equipment when the equipment is located within a public utility easement or right of way and needs to be relocated for public purposes.

BACKGROUND

For more than 100 years, state law has provided local government with the authority to require non-government utilities to pay the costs associated with relocating their utility equipment out of public rights of way and public utility easements to accommodate public construction projects, such as road improvement projects and other non-transportation public projects. Public utility easements and public rights of way are controlled by local government and access is provided to utilities as a permissive use. Generally, a utility is required to pay the costs to relocate its equipment when relocation is in the public interest.

In many communities, a “public utility easement” is created by dedication in a land developer’s plat for a new community, such as: “The owners of this property do hereby dedicate easements along each boundary of each home site for county drainage purposes and for public utilities.” Typically, public utility easements do not exceed six to 10 feet in width and run alongside public rights of way in the case of roadways.

Like rights of way, courts have found that public utility easements are for the benefit of the public and, therefore, are not owned by utilities. Instead, such easements function as public property for the use of utilities. Thereby, developers create interests relating to particular (limited) property uses by third parties who then use the property to provide essential public services. Occasionally, utilities purchase these property interests, but often they do not, leaving local authorities with the burden of purchasing property for public easements and/or rights of way as part of roadway improvement projects.

If local governments are required to bear the cost of relocation, it would dramatically and negatively affect them by transferring the costs of utility relocations from the utility provider to local government taxpayers, instead of the actual users of the utilities. In many cases, the utility equipment to be relocated does not service the constituent taxpayers of that municipality or county, but services a neighboring local government.

The expense of relocating a utility’s equipment in the public easement, or for non-transportation purposes within the right of way, will greatly increase the costs of completing transportation projects at a time when local governments continue to struggle with funding for such projects. Transportation projects are often the catalyst for economic development and the result of growth within a community, which benefit the utility in terms of an expanded customer base. ■

TRANSPORTATION FUNDING

CONTACT:
Megan Sirjane-Samples

The Florida League of Cities **SUPPORTS** legislation that provides opportunities for increased and alternative revenue sources for 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 county, state and federal governments. Much of that funding is generated through a tax on gasoline. Recent data has shown that gas tax revenues at both the state and federal levels have decreased dramatically, primarily due to an increase in the number of fuel efficient vehicles on the road. More fuel efficient vehicles means less gas is being purchased, resulting in lower gas tax revenues. As vehicles will only become more fuel efficient, gas tax revenue is forecasted to continue to decrease. 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; therefore, the real rate of tax has remained static and actual revenues have declined.

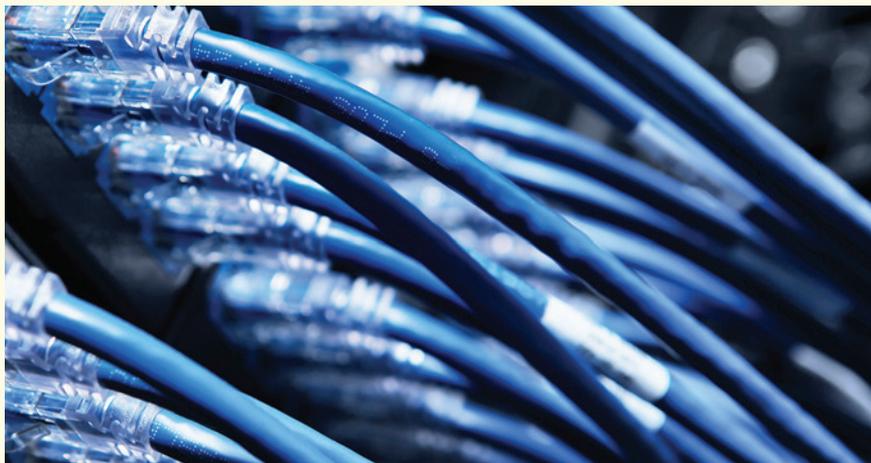


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In addition, municipalities lack options to increase revenue to fund local transportation projects. For example, charter counties may currently hold a referendum on whether to impose up to a 1 percent sales tax to fund transportation infrastructure projects. Also, Florida statutes allow each county to levy up to 12 additional cents per gallon of fuel. The proceeds of these “extra” fuel taxes are distributed by interlocal agreement or by a statutory formula that is not favorable to municipalities. Municipalities lack the authority to impose these fuel taxes. 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. The tax was defeated countywide; however, if the election results are broken down by municipality, a majority of the residents of Tampa voted to approve the tax. Extending such transportation revenue options to municipalities would allow greater flexibility to fund their unique transportation needs.

Transportation projects are often the catalyst for economic development and the result of growth within a community. As municipalities lack options to increase revenue and continue to struggle to fund local transportation projects, increased and alternative funding sources at the state level are a necessity. ■



LOCAL COMMUNICATION SERVICES TAX PROTECTION

CONTACT:
Amber Hughes

The Florida League of Cities **SUPPORTS** legislation that protects general revenues collected from the local communications services 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 all citizens and businesses.

BACKGROUND

In 2001, the Florida Legislature restructured taxes and fees on telecommunications, cable, direct-to-home satellite and related services under the Communication Services Simplifications Act. This act 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 local CST is one of the main sources of general revenue for municipalities, providing them with more than \$400 million annually. These revenues may be used for any public purpose, including pledging the revenues to secure bonds.

The CST tax applies to telecommunications, video, direct-to-home satellite and related services, including voice, data, audio, video, or any other information or signals transmitted by any medium. The tax is imposed on retail sales of communications services that originate and terminate in the state, or originate or terminate in the state and are billed to an address within the state.

The Florida CST includes both a state tax and a gross receipts tax. Communications services, except direct-to-home satellite service, are subject to the state tax of 4.92 percent and the gross receipts tax of 2.52 percent. Direct-to-home satellite service is subject to the state tax of 9.07 percent and the gross receipts tax of 2.37 percent.

A county or municipality may authorize the levy of a local CST. The local tax rates vary depending on the type of local government entity. For municipalities that have not chosen to levy permit fees, the tax may be levied at a rate of up to 5.1 percent. For municipalities that have chosen to levy permit fees, the tax may be levied at a rate of up to 4.98 percent. These maximum rates do not supersede conversion or emergency rates authorized by statute that are in excess of these maximum rates. In addition to the local CST, any local option sales tax that a county or school board has levied is imposed as a local CST.

Over the past few years, legislation has passed that has eroded the tax base for the CST. There has been a movement to reduce the total tax rate, both on the state and local CST. In 2015, the Legislature passed HB 33A, reducing the state CST rate and the direct-to-home satellite rate by 1.73 percent. The law includes a “hold harmless” provision that protects local governments by modifying the revenue sharing distribution formulas to offset the negative recurring impact caused by the reduction in revenues shared with local governments. ■

LOCAL BUSINESS TAX PROTECTION

CONTACT:
Amber Hughes

The Florida League of Cities **SUPPORTS** legislation that protects general revenues collected from the local business tax and preserves the local authority to levy the tax.

BACKGROUND

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 and the occupations and businesses that the tax is imposed on are determined by the local government. Local business tax revenues collected by local governments are used to assist in the funding of services critical to business such as zoning, permitting, code enforcement, and police and fire services. Local governments may also use the business tax revenues to help fund 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 approximately \$145 million annually.

A municipality that has not adopted a business tax ordinance or resolution may adopt such an ordinance. The tax rate structure and classifications must be reasonable and based upon the rate structure and classifications adopted by adjacent local governments that have implemented Section 205.0535,



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Florida Statutes. Prior to October 1, 2008, any municipality that had adopted a local business tax after October 1, 1995, could reclassify businesses, professions, and occupations and establish new rate structures provided certain conditions were met. Since this time, counties and municipalities can no longer reclassify but can increase or decrease the rates of business taxes by up to 5 percent every other year. Any subsequent increase must be enacted by at least a majority plus one vote of the governing body. A municipality is not prohibited from decreasing or repealing any local business tax. State law exempts certain individuals from all or a portion of local business taxes. State law also regulates the issuance of local business tax receipts to certain individuals.

The revenues derived from the business tax imposed by county governments, exclusive of the costs of collection, are apportioned between the county's unincorporated area and the municipalities located within the county by a ratio derived by dividing the municipalities' respective populations by the county's total population. ■

VACATION RENTALS

CONTACT:
Casey Cook

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 residents, visitors and businesses.

BACKGROUND

In 2011, the Florida Legislature prohibited cities from regulating short-term vacation rentals. A short-term vacation rental is defined as a property that is rented more than three times a year for less than 30 days at a time. The legislation passed in 2011 included a provision that “grandfathered” any ordinance regulating vacation rentals prior to June 1, 2011. Since that time, a number of cities, both “grandfathered” cities and those that did not have an ordinance in place, have experienced problems with these properties due to the constant turnover and increased traffic to and from these homes, including increased noise complaints and limited parking. Many homes have also been converted to sleep large numbers of individuals, placing a strain on the neighborhood infrastructure.



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The effect of the 2011 law is that two separate classes of cities were created respective to vacation rentals, those with Home Rule authority and those without.

In 2014, the Legislature passed SB 356, which diminished the preemption on vacation rentals. The law allows local governments to adopt ordinances specific to vacation rentals so that they can address some of the noise, parking, trash and life-safety issues created by the proliferation of vacation rentals in residential neighborhoods. Unfortunately, SB 356 left in place existing statutory language stating that cities cannot “prohibit” vacation rentals, or regulate the duration or frequency of the rental.

Those cities fortunate enough to have had an ordinance in place prior to the 2011 preemption are still allowed to regulate vacation rentals, but the question remains whether these ordinances will continue to be valid if amended. Some city attorneys believe that these ordinances are “frozen” and any future amendments would cause a loss of the “grandfather.” The problem with this is twofold. First, with the rise of popular rental websites like Vacation Rental by Owner (VRBO) and AirBnB making it easier to advertise and rent these properties, the number of vacation rentals in Florida has exponentially increased in the last four years. Second, as a result of this enormous growth in the vacation rental market, the scope of the problem has changed and ordinances adopted before 2011 may no longer be effective.



It is important to note that many of Florida's larger cities (with a larger professional staff) fell into the grandfathered category. They have retained the ability to regulate these properties through zoning and may have duration and frequency requirements. Some cities may want to amend their ordinances to adjust to a changing problem. They are reluctant to do so out of fear of losing their existing ordinance and with it their Home Rule authority relating to vacation rentals. Recognizing that the ordinances on the books are no longer effective, cities want the ability to come up with solutions that work for their respective community, but because of the potential loss of the "grandfather," they are unable to do so. It is important to note that any potential amendments to existing ordinances would be vetted through numerous public hearings that allow neighboring homeowners, vacation rental owners, vacation rental managers, and local businesses to weigh in on proposed legislation.

Cities without vacation rental ordinances in place prior to June 1, 2011, have had their zoning authority stripped and are now seeing vacation rentals completely overtaking residential neighborhoods. Long-time residents are moving out as a result, and the residential character of traditional neighborhoods is slowly being stripped away.

The Florida League of Cities calls on the Legislature to continue the conversation on vacation rentals and fully restore Home Rule to Florida's cities. ■



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PUBLIC RECORDS

CONTACT:
Casey Cook

The Florida League of Cities **SUPPORTS** public records reform to discourage or eliminate schemes designed to generate violations of public records laws as well as limit harassing or unreasonable public records requests.

BACKGROUND

Cities, as well as numerous other governmental entities, are required to comply with the public records laws in Chapter 119, Florida Statutes. While every city incurs some level of expenses in complying with public records requests, numerous cities have incurred extraordinary or unreasonable costs. The reasons for these extraordinary costs can vary, but include records requests clearly designed to be harassing in nature (either by the frequency of requests or the extent of any particular request); requests designed to generate a technical violation of the public records laws; and requests designed to do nothing more than serve as the basis of a lawsuit, typically with offers to the city to settle and pay attorney's fees and costs.

Several individuals and entities around the state have developed a "cottage industry" designed to produce technical violations of the public records laws. These individuals have a standard method of operation. They will frequently show up at a public office, or the office of a private entity providing services to

the public entity, and demand to inspect frequently remote documents (such as insurance coverage documents). The employees working in these offices may not be used to receiving public records requests, and are clearly not the “custodian of public records.” (For cities, the custodian of public records is typically the city clerk.) In attempting to comply with the public records request, the staff members may technically violate the public records laws (e.g., asking the requestor for his or her name and contact number, asking the requestor to sign an entry log, stating that they believe the information requested is not subject to the public records laws, etc.). Typically, the next communication from the person making the public records request is service of a lawsuit alleging violations of the public records laws. Undoubtedly, these lawsuits are then followed by a request for settlement, demanding attorney’s fees and costs.

Various individuals and entities have filed thousands of public records requests and hundreds of lawsuits. Recently, a judge in Duval County denied a request for attorney’s fees in a public records lawsuit and called a plaintiff’s actions “a baiting gesture meant to achieve personal financial gain; not a legitimate request for public records” and “nothing more than a scam.”

Under Section 119.0701, Florida Statutes, private businesses that enter into contracts with public agencies to provide various services become subject to the public records laws. Many private businesses have also fallen victim to the scam identified above.

These schemes are designed to do nothing more than raid the public treasury at the expense of tax payers.

In 2015, legislation was filed to address public records laws when private entities enter into contracts to provide services to public agencies. The bills addressed notification concerns, training issues and the requirement to post contact information for the custodian of the public records in any building in which public records are sent, received, created, maintained and requested. However, the bills failed to pass the Legislature. ■

PUBLIC-PRIVATE PARTNERSHIPS

CONTACT:
David Cruz

The Florida League of Cities **SUPPORTS** legislation that provides municipalities with increased flexibility to enter into public-private partnership agreements pursuant to state law or by Home Rule authority.

BACKGROUND

Public-private partnerships are contractual agreements between public and private sector entities that allow for greater private sector participation in the delivery and financing of public infrastructure projects. Prior to 2013, cities relied on Home Rule powers to enter into public-private partnerships (P3s). As a result, Florida emerged as a leader in their use, and P3 projects such as design-build became commonplace. Cities are extremely supportive of the P3 concept as these creative partnerships are crucial to addressing Florida's vast infrastructure needs.

However, in 2013, a new law standardized the P3 process and created an extremely prescriptive framework that local governments must adhere to when procuring a P3. In standardizing the P3 process, the legislation preempted local governments from following their current P3 procurement procedures and eliminated the flexibility necessary to negotiate and contract with private entities in a manner that is most appropriate for that specific project. The flexibility to negotiate the terms of P3 contracts is paramount when considering the complexities of large-scale projects that often draw on various funding sources and involve teams of developers, investors and contractors.

The Florida League of Cities voiced concerns with various provisions of the law, including authorizing private entities to submit unsolicited P3 proposals; requiring duplicative notice to be provided to affected jurisdictions; requiring local governments to repay P3 debt on a priority basis before funding essential services; and infringing on local government authority to negotiate and contract the terms of a P3.



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The 2013 law also established a P3 guidelines task force to create and develop recommendations for the creation and operation of P3s in Florida. The Florida League of Cities worked closely with the P3 Task Force, implementing recommendations that promoted local government flexibility in the procurement of P3 projects.

During the 2015 legislative session, legislation to implement a majority of the recommendations made by the P3 Task Force was filed. Provisions favorable to cities included increasing flexibility in contracting for P3s by allowing contracting timelines to be extended in certain situations and clarifying authority to local governments to require unsolicited bids to be accompanied with a fee to cover the costs of reviewing the proposal. The proposed legislation would have also made the P3 statute supplemental authority, allowing cities to rely on Home Rule authority to enter into P3 agreements or follow the process in Florida statutes. Despite receiving the favorable support of several committees, the bills failed to pass the Legislature. ■



IMPACT FEES

CONTACT:
David Cruz

The Florida League of Cities **OPPOSES** legislation that restricts a municipality's Home Rule authority to set impact fees or transportation concurrency.

BACKGROUND

Impact fees and transportation concurrency are mechanisms used by local governments to ensure that new developments pay for the infrastructure needs they generate.

An impact fee is based on the proportionate share of the cost of the public facilities needed to serve new development. Florida law requires that calculation of an impact fee be based on the most recent and localized data. In addition, a city imposing an impact fee must provide for an accounting and reporting of impact fee collections and expenditures.

Transportation concurrency is a state law that requires each local government in Florida to adopt a comprehensive plan and implement regulations

that require adequate basic services and facilities be provided at the same time as, or concurrent with, any new development. For example, one of these required types of services is transportation facilities. The law basically states that a local government cannot approve a new development unless it finds that there will be adequate transportation facilities to serve the traffic from that new development at the time of occupancy.

Impact fees and transportation concurrency are adopted by ordinance, which is a legislative decision of the city's governing body. Current law authorizes municipalities to waive the collection of impact fees. As a result, some cities have made the local decision to waive impact fees, hoping this will be a catalyst for economic development and foster growth. Other cities have examined their current infrastructure needs and concluded imposing impact fees or transportation concurrency is necessary to adequately fund the development or growth.

Developers have long argued that impact fees in Florida are excessive and unfair. Additionally, because the courts accord a high level of deference to the local governments' decision-making process, some developers feel that legal challenges to decisions regarding impact fees are almost impossible to win. In recent years, bills have been filed to limit or restrict a local government's ability to impose impact fees and transportation concurrency, or to make it easier for a developer to prevail in a legal challenge to an impact fee.

In 2015, legislation was filed prohibiting local governments from imposing impact fees and transportation concurrency on small businesses of 12 or fewer employees for commercial buildings less than 6,000 square feet. While this legislation did not ultimately pass, it is expected that similar legislation will be filed in 2016 attempting to limit or eliminate the ability of local governments to impose impact fees and transportation concurrency. ■



WATER QUALITY & QUANTITY

CONTACT:
Ryan Matthews

The Florida League of Cities **SUPPORTS** legislation that provides a recurring source of funding for local government programs and projects that protect water resources; improves water quality and quantity; mitigates pollution from onsite waste water systems; expands the use of alternative water resources, recognizing that reclaimed water is an asset paid for by utilities' rate payers; and requires all infrastructure users to pay the cost of operation and maintenance of such utilities.

BACKGROUND

Florida has historically dealt with multiple water challenges. Today, South Florida faces water quality problems in the form of massive water releases of nutrient enriched waters from Lake Okeechobee. Those releases, which are controlled by the U.S. Army Corps of Engineers, pollute the estuaries and water systems that flow to the St. Lucie River in the east and to the Caloosahatchee River in the west. North Florida faces an impending disaster in its oyster industry due to increased water usage by neighboring states Alabama and Georgia. Meanwhile, all of Florida is struggling with how to efficiently conserve water and avoid devastation of the Floridan Aquifer.



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The State of Florida must comply with federal drinking water standards, which are mandated by the Federal Clean Water Act. According to the Environmental Protection Agency (EPA), “Clean water is vital for Florida. Excess nitrogen and phosphorus, or ‘nutrient pollution,’ is the primary cause of water quality impairment throughout the state and causes algae blooms – the thick, green muck that fouls clear water. Nutrient pollution threatens human health and the environment, hurts businesses, costs jobs, reduces property values and otherwise impacts the quality of life for all Floridians. Water quality standards help to protect and restore the quality of the nation’s surface waters, consistent with the requirements of the Clean Water Act.”

Local governments work in coordination with the state Department of Environmental Protection (DEP), as well as the five water management districts (WMDs), to stay in compliance with and adhere to the Florida Water Resources Act of 1972 and a multitude of other programs.

In 2015, no comprehensive legislation dealing with water issues ultimately passed the Legislature, despite the session being deemed “the year of water,” due to the acrimony between the two chambers related to possible Medicaid expansion. The Florida League of Cities will continue to seek comprehensive legislation dealing with water conservation, springs protection, septic tanks, reclaimed water, agricultural water practices, as well as water quality reform for Lake Okeechobee. ■

SEA LEVEL RISE

CONTACT:
Ryan Matthews

Recognizing the impacts sustained by cities statewide related to sea level rise, changing precipitation patterns and increasing storm severity, the Florida League of Cities **SUPPORTS** legislation that encourages vulnerability assessments, coordinates resources and supports the efforts of local governments to mitigate and adapt to these dynamic environmental conditions.

BACKGROUND

The Florida peninsula has the longest coastline in the contiguous United States at approximately 1,350 miles. This unique geography provides for a potentially alarming reality as it relates to sea level rise and an ever-changing climate pattern.

In 2010, the Florida Oceans and Coastal Council released a report titled *Climate Change and Sea Level Rise in Florida: An Update of the Effects of Climate Change on Florida's Ocean & Coastal Resources*. That report credits two main sources, or “processes,” of sea level rise: the expansion of ocean water caused by increasing ocean temperature, and the addition of “new water” from melting reservoirs of ice.

Climate change is a much more divisive topic than sea level rise. Communities in Broward, Miami-Dade, Monroe and Palm Beach counties are prone to seasonal high tides that lead to saltwater intrusion into downtown areas, sewer systems, canals, pools and more. The adaptation and mitigation of sea level rise is an issue that a large number of coastal municipalities will have to face in the future.



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As an association, the Florida League of Cities is not focused on the causes of rising seas and damaging storm events. Our concern is the impact that rising tides, rising sea levels and similar events have on municipal governments. For example, there is now a weather event that causes the City of Miami Beach to flood during the annual super high tide, (known as the “King tide.”)

The mitigation of sea level rise is needed, regardless of its genesis. Municipalities face multiple challenges associated with rising tides, such as zoning issues, saltwater intrusion, takings claims and their legal ramifications, coastal and inland flooding, and comprehensive planning. A recent study by the Risky Business Project, a bipartisan coalition of business and policy leaders, warns that Florida has more private property at risk from flooding than any other state. The study states: “By 2030, \$69 billion in coastal property in Florida could flood at high tide that is not currently at risk. That amount is projected to continue to climb to \$152 billion in coastal Florida property by 2050. Storm-related losses linked to climate change are expected to increase an average of \$1.3 billion every year by 2030, or by \$4 billion yearly on average by 2050. Even at mean sea level, more property could flood with rising seas: up to about \$15 billion worth by 2030.”

In 2015, the Florida Legislature passed CS/CS/CS/SB 1094 to require the mandatory redevelopment component of the coastal management elements of comprehensive plans include “development and redevelopment principles, strategies, and engineering solutions that reduce the flood risk in coastal areas which results from high-tide events, storm surge, flash floods, stormwater runoff, and the related impacts of sea-level rise.” This could be interpreted to mean that local governments now must consider sea level rise in development and redevelopment. ■

2016 FLORIDA LEAGUE OF CITIES LEGISLATIVE AFFAIRS TEAM



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- Revenues & Budgeting
- Insurance
- Personnel & Collective Bargaining
- Workers' Compensation
- Retirement/Pension Issues
- Telecommunications



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- General Utilities
- Solid Waste
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- Economic Development
- Growth Management
- Annexation
- Property Rights
- Tort Liability
- Eminent Domain
- Ethics/Elections



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- Public Safety
- Building Code/Construction
- Purchasing
- Ordinance/Code Enforcement
- Emergency Management
- Public Records/Public Meetings
- Special Districts



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Transportation and Intergovernmental Relations

- Rights-of-Way
- Billboards
- Transportation/Highway Safety
- Charter Counties
- Charter Schools
- Affordable Housing/Foreclosures
- Gaming

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2015-2016 KEY DATES*

SEPTEMBER

16-18 House/Senate Interim Committee Weeks

OCTOBER

5-9 House/Senate Interim Committee Weeks

7-8 Federal Action Strike Team (FAST) Fly-In Washington, D.C.

19-23 House/Senate Interim Committee Weeks

19-31 2015 Special Session C

NOVEMBER

1-6 2015 Special Session C

2-6 House/Senate Interim Committee Weeks

4-7 NLC Congress of Cities Nashville, TN

16-20 House/Senate Interim Committee Weeks

19-20 55th FLC Legislative Conference Embassy Suites Orlando,
Lake Buena Vista

30 House/Senate Interim Committee Weeks

DECEMBER

1-4 House/Senate Interim Committee Weeks

JANUARY

12 Legislative Session Convenes

FEBRUARY

2-3 Florida League of Cities Legislative Action Days Tallahassee

MARCH

5-9 NLC Congressional City Conference Washington, DC

11 Last Day of Regular Session

AUGUST

18-20 FLC 90th Annual Conference The Diplomat, Hollywood

*Dates subject to change

The following city officials served as chairs and vice chairs of the Florida League of Cities legislative policy committees. We thank them and the hundreds of municipal officials who participated in the development of these legislative priorities.

ENERGY, ENVIRONMENT AND NATURAL RESOURCES

Chair: **Councilmember Stephany Eley**, City of West Melbourne

Vice Chair: **Mayor Oliver Gilbert**, City of Miami Gardens

FINANCE, TAXATION AND PERSONNEL

Chair: **Commissioner Jim Norton**, City of Weston

Vice Chair: **Councilman James Renninger**, Town of Orange Park

GROWTH MANAGEMENT AND ECONOMIC AFFAIRS

Chair: **Councilwoman Prebble Ramswell**, City of Destin

Vice-Chair: **Mayor Bill Capote**, Town of Palm Bay

TRANSPORTATION AND INTERGOVERNMENTAL RELATIONS

Chair: **Commissioner Jose Alvarez**, City of Kissimmee

Vice Chair: **Council Member Jim Burch**, City of Cape Coral

URBAN ADMINISTRATION

Chair: **Commissioner Dan Daley**, City of Coral Springs

Vice-Chair: **Council Chair Dawn Pardo**, City of Riviera Beach

The Action Agenda reflects the priorities of 411 municipalities, as prepared by the Florida League of Cities' five legislative policy committees and adopted by the full membership at the League's 89th Annual Conference, August 15, 2015, in Orlando.

2015-2016 OFFICERS

PRESIDENT

Mayor Matthew Surrency, Hawthorne

FIRST VICE PRESIDENT

Mayor Susan Haynie, Boca Raton

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Commissioner Gil Ziffer, Tallahassee

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Village of Biscayne Park

Commission Agenda Report

Village Commission Meeting Date: November 10, 2015

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

- October 6, 2015 Regular Commission Meeting
- October 26, 2015 Special Commission Meeting



MINUTES
REGULAR COMMISSION MEETING
Ed Burke Recreation Center - 11400 NE 9th Court
Biscayne Park, FL 33161
Tuesday, October 6, 2015 at 7:00pm

1 Call to Order

Mayor David Coviello called the meeting to order at 7:00pm.

2 Roll Call

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

Present from staff were:

Village Manager Heidi Siegel
Village Clerk Maria C. Camara
Village Attorney John Hearn
Public Services Manager Krishan Manners
Detective Lieutenant Hector Pineda
Corporal Nick Wollschlager
Finance Manager Claude Charles
Derrick Murray, Public Works

3 Pledge of Allegiance

4 Presentations

- 4.a Proclamation - October is Breast Cancer Awareness Month
- 4.b Detective Lieutenant Pineda introduced new Reserve Police Officer Michael Pupo.
- 4.c Public Art Advisory Board Chair Amy Raymond introduced two initiatives:
 - > Metal dog silhouettes for pet waste stations
 - > Call to Artists for a sculpture

There was consensus and full support from the Commission for the Board to proceed with the initiatives as presented.

5 Additions, Deletions or Withdrawals to the Agenda

Manager Siegel pulls item 8.c Resolution 2015-47 from Consent.

Commissioner Ross requests that item 10.b, Resolution 2015-49, is included in the Consent Agenda.

Commissioner Jonas requests that items 10.a and 12.g are combined and heard at one time.

6 Public Comments Related to Agenda Items / Good & Welfare

Andrew Olis: You have heard about the incident on 121st Street where there was a gun fight and car fled down 5th Avenue. Gun shots came down our street. Happened to be at home and heard the endless shots and cars racing down. Neighbors also heard it. Found a bullet hole in landscaper's van that was working at a house at end of street. Other neighbors also witnessed it. It is a miracle no one was killed. A while back close to getting the median at this intersection closed which would have been wonderful and safe. Need to get this closed. Biscayne Park should not care if the building owner did not want it closed. We have valid reasons to get this closed and this should be the last straw. Need to insure our safety here. Another neighbor and I spoke to residents of Clarence House and they agreed it is getting dangerous there. Other residents have spoken on this issue before and the incidents that regularly happen there. Many illegal driving maneuvers on 121st Street. Need a strong action and response from Biscayne Park.

Vicki Smith-Bilt: At home on Saturday evening during this occurrence. A good block and a half away and was able to hear it. Seconds everything stated by Andrew Olis. Had previously fought to close the median immediately in front of my property. Was able to overcome all the obstacles and got it done. Time has passed and rules changed, but when the temporary barricades where up, they worked. Simply because we live on a bordered street does not mean we should have less safety. Constantly call to patrol our streets and to issue tickets. Driving on this street is dreadful. Delivery trucks park there. Terrible public safety issue that needs to be addressed now. Should not acquiesce to North Miami. Regarding the dais, you need to have flexible space, even though intent is for meetings. If you build permanent dais, will reduce use of space. Will submit photos to the clerk on how we utilize space in our building. Need to leave the space wide open and provide service area. Do not limit yourself.

Colby Lewis: Not here to exaggerate what happened during the incident. Not as many shots as was stated. If you close that block, will be difficult to make turns. For garbage trucks as well. Instead of putting pressure on ourselves, put pressure on North Miami. Have them close off the exit points for that building. Commend our police department. Have confronted those that live in building when they have shot up in the air. If you block driveway for those buildings, they can only exit one way and will keep off our street. When first moved in since age 5, the history of don't even think of speeding was effective. Need to get back to that. A lot going around our block to change and close it off. It is not necessary. Will cause more trouble and havoc. Even if closed off and there is a shooting, won't prevent going down the block. We need to control our area. Go to North Miami and put pressure on them to take control of that building and close down driveways and limit their exit points.

Howard Bushman: Many sides to the gun debate in this country, but all agree we do not want to be shot. When first discussed closure, it was about traffic and bad driving and that is real. Put up the barricades and the problem stopped. Many more people were out walking and outside their home during that time it was closed. Not at home during shooting. Biscayne Park has a real tangible way to make sure that a car involved with a shooting does not come down our street. If the Village refuses to do this, it is a liability issue. Sure that everyone agrees to do it, but you have to find a way to make it happen. No excuses. Will provide private funding. There are studies to prove traffic issues. Since it was so easy to speed and get away down our street, they chose our street. We have a real, actual and economical solution to solve the problem. If the Village made this not passable, and someone still did something criminal, you would be in a much better situation from a litigation perspective. No longer talking about just a traffic issue. Have had break in attempts before, but have never seen anything like this happen in front of my house. Hope you all take this seriously as if it was in front of yours. Implore you for your constituents or at a minimum for the sake of protecting the Village's liability risk.

Effie Silva: Sad state of affairs that it takes a shooting to come to a meeting. In my front yard when the shooting happened. At first did not recognize as gun shots. Here to support the cause of action for liability reasons. Am petitioning to reopen this matter and to consider the barricade of this median. Also request a delegation to go to North Miami. Delegates would then report back to the Commission on what is happening and to get monthly updates on how this is progressing and what the Commission's proactive measures are. The Commission is my speaking piece to North Miami. Vested in giving monetary funding for this. Have political access to help. Don't believe that there is any opposition except for North Miami. Shooter's sister came to my house to get help to get an attorney and legal help. Do not feel safe. Commend Biscayne Park Police for being on the scene so quickly. Asks for heavier police presence in the area because of potential revenge. Cause was due to a long standing feud. A very serious matter. It will take a village to get this done.

Harvey Bilt: On the traffic on 121st Street, it is not just for Clarence House. There are others that use it to bypass other roads. Always blow through stop signs. Fire rescue does not care, they use alternate routes. Garbage trucks should not be using that intersection for tight turns. To close would be an inconvenience, but it would be safer and well worth it. On the dais, in regards to podium, it is currently at the side and not in the center. Should not have one that is permanently mounted. And should be wired for sound and moveable.

Robert Chapin: Not in town during the Saturday episode. As Harvey stated, would be inconvenient for garbage trucks, but form them to do an alternate route is nothing compared to a child or pet getting hurt. In full support. Will participate either monetarily or part of think tank. Thanks Village response, from Heidi and most of the Commission.

Mike Oliva: Thanks Commission for thankless job. We are scared, even though we are from Chicago. Many options on the table as a resolution. Please look at all. Concerned if a fire truck could not get to my home. Choose best options and consider this. Minutes matter.

Elizabeth Martinez: At home during shooting. It was terrifying. Support closing of the median. Not perfect solution, but will add to the solution. Village response is to make sure residents are safe.

Junior Fuenmayor: Very ironic that I suggested this idea eight years ago. Went through the whole process. Now we are talking about a shooting. Have put up high hedges at our home to prevent people taking fruits off our trees. We are a little Village living next to this monster which is North Miami. We are on the border and need to do something to avoid these situations. Worked in a country where we know how to make divisions for demographics and economical differences. This problem will continue with this building that has hundreds of low income people. There will always be situations from there. Illegal things happening there. Very scary. We need to be protected. I know you will do whatever it takes. Have to take actions to feel more secure at that street.

Chester Morris: On the median closure, was on the Commission when the median was closed in front of Harvey Bilt's house. Took a lot to do it. It can be done. In 46 years living here, never heard a gun shot. These people deserve to have that median closed. On Breast Cancer Month, will look for a sponsorship. On Public Art, recommend to speak with Susan Ackley in Miami Shores. Will look to get money for Winterfest from Rotary. A lot of talent in the Park, and those who give of their time and treasures. Look for new idea on the dais. Use the people that are here and listen to them. Many not in favor of spending \$24,000.

Lori Agustini: Want to bring something positive to the Commission's attention. Have heard negative things about those that use basketball court. But a team has been created and positive changes have happened. Grew up in the Village and participated in many sports activities. Want to bring this back to the Village. Husband has started volunteering to coach and the participation is great. Started rough, but now there is a mutual respect. There are rules and they must show their report cards. Something positive for them to do. They are dedicated even when our courts are closed. Now have two teams. This is a positive influence for them and good for the Village. Spoke with Village Manager and working with her staff. Kids sometimes can be rough, but with guidance they can become constructive. Want the Village to step up and continue to help these kids. Have found a sponsor to get them uniforms and to join a league. Will work with the Recreation Advisory Board. Majority of the kids out there are involved. Want to see the courts opened up again. Suggest putting up bike racks closer to the courts. Give them use of the full court. Wanted to let you know this is going on.

Janey Anderson: On budget process, thanks all. One of the smoothest ever. Should be proud of your staff. Commission in the Community Open Forum a great idea. So much sharing of ideas would be possible. One item I disagree with is 12.a Board Appointments. Owners only have a financial interest. It is different than the passion you have for the place you call home. There are residents that are property owners that can't serve because they are married to a Commissioner.

Kristen Montouri: Encourage patience on the dais idea. Table that for a while. Not part of original plan. Seems to be what the majority of those that have spoken feel.

6.a Response to prior public comments and inquiries:

Manager Siegel: Basketball courts are open now. Previously closed for two weeks due to behavior problems. Need to get control over this. Also an issue with the fence where support bar heads need to be re-installed. Soccer program uses the courts during afternoons, but after that, the courts are open. A group of 15-17 requires a permit. Bike racks, bench and pee-wee size hoops have been ordered.

7 Information / Updates

7.a Update on 500 block of Northeast 121st Street Median by Manager Siegel:

- Appreciates the passion of everyone and recognizes it was a scary situation.
- Not a part of the Village when the median was closed and then re-opened.

Reached out to Dr. Joan Chen, Director of Miami Dade County Traffic Engineering.

- County has no concerns with closing the median, but advised that North Miami's concurrence is required.
- The City of North Miami is currently going through a change in administration.

- Detective Lieutenant Pineda has reached out to North Miami Police Department and they have no opinion either way. Two arrest have been made, but currently an
- active investigation and cannot comment. Concerned with some inaccurate information that has been given. Will continue to work closely with North Miami Police.

After Commission discussion, consensus to have the Manager to formulate our best argument and move forward with approaching North Miami again.

- 7.b FY 2014-15 Monthly Financials ending 08/31/2015 presented by Finance Manager Claude Charles.

8 **Consent Agenda**

- 8.a Approval of Minutes
 - September 1, 2015 Regular Commission Meeting
 - September 10, 2015 1st Public Hearing FY 2015-16 Budget
 - September 24, 2015 2nd Public Hearing FY 2015-16 Budget
- 8.b Acceptance of Board Minutes
 - Parks & Parkway Advisory Board - April 8, 2015
 - Parks & Parkway Advisory Board - August 19, 2015
 - Recreation Advisory Board - August 25, 2015
 - Biscayne Park Foundation - August 24, 2015
 - Planning & Zoning Board - September 8, 2015
 - Planning & Zoning Board - September 21, 2015
 - Code Compliance Board - September 16, 2015
 - Public Art Advisory Board - September 9, 2015

10.b **Resolution 2015-49**

A RESOLUTION OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA, **SUPPORTING HOUSE BILL 141 AND SENATE BILL 310 AND CALLING ON THE FLORIDA LEGISLATURE TO INFORM THE UNITED STATES CONGRESS OF ITS DESIRE TO PLACE A STATUE OF ENVIRONMENTALIST MARJORY STONEMAN DOUGLAS OR CIVIL RIGHTS LEADER MARY MCLEOD BETHUNE, OR OTHER APPROPRIATE FLORIDIAN IN THE CONGRESSIONAL COLLECTION REPRESENTING FLORIDA** AND TO REPLACE THE STATUE OF CONFEDERATE GENERAL EDMUND KIRBY SMITH, CURRENTLY ONE OF TWO STATUES REPRESENTING FLORIDA IN STATUARY HALL IN WASHINGTON, DC; PROVIDING FOR AN EFFECTIVE DATE

Vice Mayor Anderson makes a motion to approve the consent agenda and it is seconded by Commissioner Jonas.

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

Opposed: None

Motion carries: 5/0

8.c Resolution 2015-47

A RESOLUTION OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA, **AMENDING THE SCHEDULE OF FEES FOR SERVICES PROVIDED AND REGULARLY CHARGED AS SPECIFIED BY VILLAGE CODE; PROVIDING FOR AN EFFECTIVE DATE**

Attorney Hearn read the title.

Manager Siegel explained the following corrections to the fee schedule under Code Compliance:

- > Fine per day maximum if the Board finds the violation to be irreparable or irreversible in nature. Correct amount is \$1,000.

- > Limit per violation unless the Board finds the violation to be irreparable or irreversible in nature. Correct amount is \$5,000.

Commissioner Jonas makes a motion to approve Resolution 2015-47 as amended and it is seconded by Commissioner Anderson.

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

Opposed: None

Motion carries: 5/0

9 Ordinances

< None >

10 Resolutions

Resolution 2015-48 will be heard along with Agenda Item 12.g under New Business

10.a Resolution 2015-48

A RESOLUTION OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK **AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENT TO CONTRACT BETWEEN MCKENZIE CONSTRUCTION LLC, AND THE VILLAGE OF BISCAYNE PARK FOR PHASE IV OF THE LOG CABIN RESTORATION PROJECT; PROVIDING FOR AN EFFECTIVE DATE**

Attorney Hearn read the title.

Manager Siegel explained that this is the change order for Phase IV of the log cabin restoration project.

12.g New Log Cabin Dais Proposal: Residents Build it for Cost - As requested by Commissioner Watts

Commissioner Watts proposes that Village we proceed with Phase IV, but to remove the dais and podium and instead have residents that have expertise build the dais and make it a community project.

Hector Gonzalez from McKenzie Construction presented a design based on the previous feedback and pricing.

Mayor Coviello: Phase IV was part of a bid process. Asks for attorney's opinion.

Attorney Hearn: We have an awarded contract and Phase IV includes several items. Would need to have McKenzie agree that they would honor pricing on all other items if the dais was removed. If we use residents, we would not have certain insurance requirements and guarantees or warranties. Would prefer to have a contract.

Charlie Easton: Have done this type of work for 30 years. Cannot understand the increased cost to put wheels. A lot of money to spend for a bench for you guys to sit at. Can be done through volunteers. Can be seen as a tribute to their work instead of a symbol of municipal power.

Vice Mayor Anderson: Were never given an option to look at another design. But we have no costs to compare to. Concerned how volunteers would do this. Agrees with the attorney and prefer to have a contract. Not comfortable with changing the rules mid way.

Commissioner Ross: Concerned with work being done without a contract, without a performance bond, spending Village money without a contract. Also concerned with waivers and liability issues. Already went through a bid process and certain reliances were made by McKenzie. McKenzie has put in a lot of resources on this. Removing this one piece would have an impact. We are so close to the finish line and this change could delay the project.

Commissioner Jonas: Unimaginable that this room would be used for any event that would not need some form of table. Don't see a need to have it moveable.

Commissioner Jonas makes a motion to approve Resolution 2015-48 without making the dais moveable, using the smaller size, subtract the lip, simple design and no laminate. The motion is seconded by Commissioner Ross.

All in favor: Commissioner Jonas and Commissioner Ross

Opposed: Mayor Coviello, Vice Mayor Anderson and Commissioner Watts

Motion fails: 2/3

Vice Mayor Anderson makes a motion to approve Phase IV and to hold off on the dais until other design ideas are considered, and contingent upon keeping the costs the same for the rest of the items under Phase IV.

Motion fails for lack of a second.

Commissioner Ross makes a motion to approve Phase IV and to include the dais, and to re-examine the design of the dais. The motion is seconded by Commissioner Jonas.

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

Opposed: Commissioner Watts

Motion carries: 4/1

Commissioner Jonas requests that the review of an alternate design not take longer than two weeks. Manager Siegel confirms.

11 Old Business

< None >

12 New Business

12.a Discussion of board appointments - residents vs property owners - As requested by Mayor Coviello

Mayor Coviello: Current code provides that you need to reside only, and not be a property owner, except for Code Compliance Board which requires both.

Commissioner Jonas and Vice Mayor Anderson both agree that you should both by a property owner and resident to be on the Planning & Zoning Board and Code Compliance Board.

Commissioner Ross does not agree. Prefer to be a resident, but not necessarily a property owner.

After discussion, there is consensus to direct the attorney to draft an ordinance to add language to have a board member be both a property owner and resident for the Planning & Zoning Board and Code Compliance Board.

12.b Code Compliance Board - global discussion on format - As requested by Mayor Coviello

Mayor Coviello suggests to have Attorney Hearn attend the Code Compliance Board meetings. Concern is for mitigation cases.

Commissioner Anderson would prefer to have a Hearing Master.

Commissioner Ross is concerned with the role of the Attorney as it relates to our current code. May put our attorney in a position that conflicts our code.

Attorney Hearn clarifies that he has always represented the board as state law requires.

Linda Dillon: For past three years serving on the Board, has look to the attorney for guidance. The Board does consider staff's recommendation. States there has never been an issue.

Attorney Hearn: Typical in other cities to have an attorney present. On special magistrate, usual charge is \$100-\$150/hr. But there are some cities where the service is done at no charge.

After discussion, there is consensus to have Attorney Hearn attend the next meeting of the Code Compliance Board to review the process and to focus on mitigation. Village Manager should also attend.

12.c Review of the attendance of Village Boards

Clerk Camara provided the attendance of all board members for the current and prior year. While the current code has a provision for excessive absences and when a board member needs to be replaced because of it, the manner in which absences are reported as outlined in the code is not being properly followed.

At 10:55pm, Vice Mayor Anderson makes a motion to extend the meeting for an additional 15 minutes. Motion fails for lack of second.

After discussion, Commissioner Ross makes a motion to direct the attorney to draft an ordinance that excessive absences without cause and without prior approval are included in the minutes of the meeting of all boards. The motion is seconded by Commissioner Jonas.

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

Opposed: None

Motion carries: 5/0

Clerk Camara asks for direction on the status of the Ecology Board, and there is consensus to continue the discussion at next month's meeting.

Items 12.e, 12.d and 12.f from the agenda are also moved to next month's meeting.

13 Request for Placement of Items on Next Meeting Agenda

< None >

14 Reports

14.a Village Manager

- Waste Pro's service data was provided for the year.
- Green Day event coming up on October 24, looking for volunteers.
- At next meeting will discuss Village Manager's annual review.
- On Annexation, waiting on County.

- On log cabin project, roof is happening.

14.a Village Attorney

< None >

14.b Boards

< None >

15 Announcements

Monday, October 12th - All Village Departments are closed in observance of
Columbus Day

Wednesday, October 14th - Public Art Advisory Board at 6:00pm

Wednesday, October 14th - Code Compliance Board at 7:00pm

Saturday, October 17th - AARP Driver Safety Program at 1:00pm

Saturday, October 17th - Food & Tunes Oktoberfest at 7:00pm

Monday, October 19th - Ecology Board at 6:30pm

Monday, October 19th - Planning & Zoning Board at 6:30pm

Wednesday, October 21st - Parks & Parkway Advisory Board at 7:00pm

Tuesday, October 27th - Recreation Advisory Board at 7:00pm

Saturday, October 31st - Halloween Fun House at 4:00pm

Monday, November 2nd - Planning & Zoning Board at 6:30pm

Saturday, November 7th - Movie Night in the Park at 6:30pm

Monday, November 9th - Code Compliance Board at 7:00pm

Our next regular Commission meeting is Tuesday, November 10, 2015, at 7:00pm

Adjournment

The meeting was adjourned at 11:05pm.

Commission approved on _____.

Attest:

David Coviello, Mayor

Maria Camara, Village Clerk



**MINUTES
SPECIAL COMMISSION MEETING
Ed Burke Recreation Center - 11400 NE 9th Court
Biscayne Park, FL 33161
Monday, October 26, 2015 at 6:30pm**

1 Call to Order

Mayor David Coviello called the meeting to order at 6:37pm.

2 Roll Call

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

Present from staff were:

Village Manager Heidi Siegel
Village Clerk Heidi Siegel
Village Attorney John Hearn
Assistant Public Works Manager Cesar Hernandez

3 Pledge of Allegiance

4 Presentations

4.a Presentation by McKenzie Construction regarding Log Cabin custom made furniture.

Manager Siegel met with architect Richard Heisenbottle, resident Charlie Easton and McKenzie staff as per the direction of the Commission. It was a collaborative effort that produced the design that is being presented.

In attendance at the meeting were Richard Heisenbottle, representatives from McKenzie Construction, Hector Gonzalez and Chris Henning, and resident Charlie Easton. A design mock up was provided of a section of the dais table.

Mayor Coviello opened the meeting for public comment.

5 Public Comments

Barbara Kuhl: You voted to make this moveable at the last meeting. You heard from many to make it moveable. Last meeting you discussed having a table to sit five and side tabs for staff. Have no problem with the current design. You are the client. You set the goals for this project. Moveable is a big issue. Community was upset with the price. My compromise was to make it moveable, even though it is still a substantial amount. You need to explain why it is not moveable. Not rocket science to add this feature. You can make it move in various ways and use the room in a better way.

Manager Siegel explained that at the prior meeting, the Commission approved Phase IV as presented. There was no consensus by the Commission to make it moveable. Were given a budget for the project and had to move forward in the context of that budget. There is still an opportunity tonight, if you choose, to make it moveable. But funding source authorization is needed from the Commission.

Charlie Easton: Using a furniture dolly, you are able to jack it up and move it easily.

End of public comments.

After discussion, Commissioner Ross makes a motion to authorize the Manager to proceed with the design as presented by Mr. Heisenbottle and McKenzie. It is seconded by Commissioner Jonas.

All in favor: Commissioner Jonas and Commissioner Ross
Opposed: Mayor Coviello, Vice Mayor Anderson, and Commissioner Watts
Motion fails: 2/3

Vice Mayor Anderson makes a motion to authorize the Manager to proceed with the design, but to add semi-concealed casters to make it moveable. It is seconded by Mayor Coviello.

All in favor: Mayor Coviello, Vice Mayor Anderson and Commissioner Ross
Opposed: Commissioner Jonas and Commissioner Watts
Motion carries: 3/2

Commissioner Ross: This is a major project for the Village and asks that there is a unanimous vote to show commitment to the Village and log cabin.

Both Commissioner Jonas and Commissioner Watts declined.

Discussion regarding the TV monitor concerns will be relayed by the Village Manager to the appropriate contractor.

6 Announcements

Tuesday, October 27th - Recreation Advisory Board at 7:00pm

Saturday, October 31st - Halloween Fun House starting at 4:00pm
Monday, November 2nd - Planning & Zoning Board at 6:30pm
Tuesday, November 3rd - Crime Watch Meeting at 7:00pm
Saturday, November 7th - Movie Night at the Park starting at 6:30pm
Monday, November 9th - Code Compliance Board at 7:00pm

The next regular commission meeting is Tuesday, November 10, 2015, at 7:00pm.

7 Adjournment

The meeting was adjourned at 7:40pm.

Commission approved on _____.

Attest:

David Coviello, Mayor

Maria Camara, Village Clerk



Village of Biscayne Park

Commission Agenda Report

Village Commission Meeting Date: November 10, 2015

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

- Parks & Parkway Advisory Board - July 15, 2015 (Amended Draft)
- Recreation Advisory Board - January 27, 2015
- Recreation Advisory Board - September 29, 2015
- Recreation Advisory Board - October 27, 2015 DRAFT
- Planning & Zoning Board - October 5, 2015
- Planning & Zoning Board - October 19, 2015
- Planning & Zoning Board - November 2, 2015 DRAFT
- Code Compliance Board - October 14, 2015 DRAFT
- Public Art Advisory Board - October 21, 2015 DRAFT
- Stormwater Master Plan Project Kickoff Meeting - September 19, 2015



PARKS &
PARKWAY
ADVISORY BOARD

Dan Keys
Chairman

Barbara Kuhl
Kimberlee Misek
Robert Silverman
Randy Wagoner

MINUTES
PARKS & PARKWAY ADVISORY BOARD
Ed Burke Recreation Center 11400 NE 9th Court
Wednesday, July 15, 2015 at 7:00 PM

1. CALL TO ORDER AND ROLL CALL – Barbara Kuhl, Kimberlee Misek, Robert Silverman, Randy Wagoner and Dan Keys were present; Commissioner Barbara Watts was in attendance as an audience member. No staff members were present as Krishan Manners had a last minute urgent matter to attend to.
 2. AGENDA ADDITIONS AND DELETIONS – Budget discussions. See new business.
 3. PUBLIC COMMENT (PERMITTED FOR EACH AGENDA ITEM) – As indicated below.
 4. APPROVAL OF MINUTES – The Minutes of May 20th and June 17, 2015 were approved unanimously.
 5. OLD BUSINESS
 - A. **General median maintenance** – No Staff Report was available.
 - B. **Tree removal and tree trimming issues** – Work has commenced. The Board discussed some of the work that had been done on 113 Street at 8th Court as being poorly executed. In particular, sloppy chainsaw work that caused damage and the stub cutting of some limbs. The Board reiterated that it was desirous of having major, equipment intensive work accomplished by the contractor, leaving the minor tasks to Village staff.
 - C. **Athletic field turf maintenance** – Barbara Kuhl reported that the Manager’s report indicated that the field had been fertilized and treated for mole crickets. Mr. Keys suggested that staff provide the highest levels of fertilization possible (possibly greater than now being provided) at this time in order to take advantage of the warm wet weather for recuperative growth.
- Lighting** - As a side note, Barbara mentioned that at a recent Commission meeting, the Biscayne Park Foundation offered the Commission \$2,000 from its fund raising efforts towards “lighting” at the Recreation center. The Board discussed the advisability of doing any lighting prior to a more comprehensive study being done.



Kimberlee Misek was going to see if she could get a lighting contractor she works with to assist in the process. The following motion was made and passed unanimously: "The Parks and Parkways Board recommends that a lighting study of the entire park area be done before installation of any lighting at the Recreation Center is commenced,"

D. Highway Beautification Grant Proposal made for median of NE 6th Ave – No report given.

E. Sixth Ave. Bridge Grant – Barbara Kuhl reported that the Manager's report indicated that staff was investigating the installation of electrical service at the bridge sight, apparently to support some sort of irrigation system. The Board did not know if this was for the installation of a pump or for timers related to a city water supply controller. Kimberlee Misek advised that contrary to previous discussions, she believed that water could be pumped from the canal.

Dan Keys questioned the need or advisability of reestablishing soil rings around the plant material recently planted. He advised that he believed that this was unneeded for the retention of irrigation water at this point. He added that good horticultural practices would be to actually remove the soil that constituted the initial soil rings so as not to have this soil cover the roots of the plant material. He added that soil placed on top of root systems (or allowed to erode to that location) would encourage the development of girdling roots.

Mr. Keys advised that he had not been contacted about providing assistance to staff with the location of the ground cover plant material on the West side planting. This assistance was offered at the May meeting.

F. Discussion of path forward for design and construction of secondary entrance signage related to grant funding – Barbara Kuhl advised that the Manager's Report indicated that surveys were being done for the sign locations and that bidding of necessary work was processing forward. Apparently, curbing at the sign locations would be considered as new fiscal year expenditure.

G. Tree Fertilization – No report.

H. Million Orchid Project of Fairchild Garden – No report.

I. New proposed swale ordinance – Barbara Kuhl reported that the Commission decided to postpone the section of the Swale



Ordinance dealing with what could be planted on the Swale by residents, with the possible exception of the issue of maintenance responsibility for those plant materials.

J. **Resolution of “Conflicting Tree Location” issues** – No report given.

K. **Restoration of 6th Ave irrigation** – No progress.

L. **Discussion of landscaping for new administration building** – Kimberlee Misek provided site plan drawings of the new administration building, which showed that there was not going to be any raised planting area division between NE 114 Street and the parking area of the facility. This is resulting in a large asphalted area, The Board had pointed out this condition to staff several months ago prior to the finalization of the site plan and asked that the condition be remedied, if possible. The Board member’s discussed their disappoint that changes were not made prior to construction of the building.

M. **Discussion of changes made to landscape in front of 113 st entrance sign** – No discussion.

N. **Discussion regarding proposal to repurpose athletic field -** Barbara Kuhl mentioned that Commissioner Watts had suggested a Charette for the purpose of discussing the idea of repurposing the athletic field. Commissioner Watts clarified that she did so because she thought that the issue needed more discussion even as to the advisability of any repurposing.

The Board again discussed its previous motions against repurposing the athletic field. The Board questioned the need for a different facility and members wondered what support if any was behind the repurposing effort. The Board members opined that various desired facilities, such as a vita course or similar exercise facility could be incorporated into the Village park system and that many discussions have taken place at Parks and Parkways and Median Review meetings over the years regarding this matter. The Board and its several professionals and otherwise well informed members are willing to provide further advice on this matter as it and its members are charged to do by Board enabling legislation.

7. NEW BUSINESS

A. **Budget Discussion** –

1. The Board discussed the need for qualified direction of the tree-trimming contractors and suggested that funding for an Arborist be provided for this purpose. The Board discussed the general need for tree trimming to be addressed prior to other new projects being



The Village of Biscayne Park

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

- moved forward. The need for specific funding for the arborist, removal of conflicting trees and dead and diseased trees and for major structural pruning of trees was discussed and encouraged.
2. The board made and passed the following motion, unanimously: "That the Board recommends that a Millage Rate of 9.7 Mills be maintained in part to address the need for deferred tree maintenance". The Board added that \$20,000 - \$50,000 could responsibly be spent in the next fiscal year to begin to address these issues. The Board further suggested that this funding, if provided, be specifically identified in a separate line item so that it could not be redirected without notice.
 3. Basketball Court – The Board discussed the condition of the Basketball Court and advised that funding should be provided in the budget for the renovation of this intensely used facility. The Board added that concentration on providing for the maintenance, and renovation if needed of all existing facilities be provided first before new facilities are built.

NEXT MEETING DATE – Tentatively, August 26, 2015 at 7 PM.

ADJOURNMENT – the meeting adjourned at approximately 9:00 PM.

Minutes of July 15, 2015 were approved on _____

By: _____
Dan Keys, Chair



**RECREATION
ADVISORY BOARD**

Dan Samaria
Chairman

Ivette Cordero
Elizabeth Goldman
Noah Jacobs
Dan Rodriguez

Alternate
Rosemary Wais

MINUTES

RECREATION ADVISORY BOARD

**Ed Burke Recreation Center, 11400 NE 9th Ct., Biscayne Park, FL
Tuesday, January 27, 2015 at 7:00PM**

1. CALL TO ORDER- The meeting was called to order at 7:03pm.
2. ROLL CALL –Present -Dan Samaria, Dan Rodriguez, Ivette Corredero and Rosemary Wais. Also present was Parks and Recreation Manager Shelecia Bartley, Village Manager Heidi Siegel and Pubic Service Manger Krishan Manners.
Absent- Noah Jacobs
3. AGENDA ADDITIONS AND DELETIONS – Additions-5E
4. APPROVAL OF MINUTES –No minutes were approved.
5. NEW BUSINESS –
 - a. Commission honoring Rec Board for Winter Fest- Discusion was had with the board that the Commission presented the board with a certificated of appreciation for participating in Winter Fest. Rosemary Wais accepted the award on the boards behalf. Chairman Samaria made copies and gave them to each board member.
 - b. Meet the residents- Discussion held by the board. The no residents attended the meeting. Chairman Samaria made a motion to post pone the raffle for the meet the residents' meeting. Seconded by Dan Rodriguez. All in favor 4-0. Acknowledgement was given to board member Ivette Corredero and Chairman Samaria for donating food for the meeting.
 - c. Book case donation from Creepy Critters- Chairman Samaria discussed having his company donate a bookcase. Discussion not applicable to the board.
 - d. New Ideas-Discussion was had by board. Chairman Samaria informed new board members about some of the things the board had discussed in the past.



The Village of Biscayne Park

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- e. Introduction of Board Member Dan Rodriguez- Mr. Rodriguez introduced himself and stated that his interest for being on the board is children safety.

6. OLD BUSINESS –

- a. Report on Garbage Can enclosure- Board discussed purchasing material to complete garbage enclosure. Park Manager informed this project is no longer needed and that the board can focus its efforts on another need for the recreation center. Chairman Samaria made a motion to re allocate the fund. Seconded by Dan Rodriguez. All in Favor 4-0.
- b. Discussion for Valentine's Day Event- Discussion was held by the board to have the Movie Night/Picnic Event on Valentine's Day. The event would have to take place for next year due to lack of timing.
- c. Update on Fridge purchase for the Recreation Center.- \$536 was spend on the new fridge for the Recreation Center. Public Service Manager Manners informed board that the fridge was purchase, delivered and installed. Manager Manners also informed the board of the materials needed to repair the Rec Center Restrooms.
- d. Discussion on Winter Fest- Discussion was had about the event. All members agreed that the event was a success. Rosemary Wais recapped the event for the members that did not attend. Discussed what changes the board could use for the event next year.

7. PUBLIC COMMENT- Ivette Corrdero- Wanted to know how we can get the residents to use the park and take more ownership? Manger Siegel informed her staff is working changing the culture of the park and cleaning up the behavior in the park.
Chairman Samaria- Brought up an idea on how to manager resident and nonresident usage in the park. Discussed idea of creating a recreation survey.

8. NEXT MEETING DATE – Tuesday, F 24th, 2015, at 7:00pm

9. ADJOURNMENT – Meeting was adjourned at 8:20pm.

Minutes approved on _____
Chairman Dan Samaria _____



RECREATION
ADVISORY BOARD

Dan Samaria
Chairman

Ivette Corrdero
Elizabeth Goldman
Andrew Hahn
Rosemary Wais

Alternate
Bridgita Pallango

MINUTES
RECREATION ADVISORY BOARD
Ed Burke Recreation Center 11400 NE 9th Court
Tues September 29, 2015 at 7:00PM

1. **CALL TO ORDER**- Meeting was called to order at 7:15pm
2. **ROLL CALL**-**Present:** Dan Samaria, Elizabeth Goldman, Rosemary Wais,
Absent- Andrew Hahn, Ivette Corrdero, Bridgita Pallango.
3. **ADDITIONS, DELETIONS OR WITHDRAWALS TO ORDER OF BUSINESS**
Addition- 6D, 6E, 6D,6F,6G
4. **APPROVAL OF MINUTES**-Motion made by Elizabeth Goldman to Approve the minutes from August 25, 2015 meeting. Second by Dan Samaria. All in Favor 3-0.
5. **OLD BUSINESS**
 - 5a. 9/11 Event - Discussion was had about the event held in the recreation center. Chairman Samaria expressed his disappointment in the lack of participation from the Village. Discussion had to see what changes could be made for the 15th anniversary. Some suggestions were the advertising, the length of time the memorial is on display
 - 5b. Foundation Meeting-Chairman Samaria met with the foundation. He submitted the funds collected from the Bike Race and also received the reimbursement check for Rosemary Wais. The BP Foundation& RAB Agreed to ear mark any funds that the RAB submits to be used for the recreation center.
6. **NEW BUSINESS**
 - 6a. Discussion City Manager's Workshop- Manager Bartley gave a brief review on what topics were discussed at the workshop. Topic was brought up why the basketball courts were closed. Rosemary Wais suggested it should be open until the maintenance is performed on the basketball court. The board all agreed that the court should be used until the repairs are started. Rosemay Wais give suggestions on how the court could be utilized by all (rotating the time on the courts). Board members recommended that Carlos Manzenero to speak at the upcoming commission meeting about the basketball courts.



- 6b. Halloween Event –Manager Bartley gave an update on what is planned for the Halloween Event. The board informed the manager that they could help volunteer At the event.
- 6c. Winter Fest- Discussion about the RAB contribution would be towards the event. RAB will have a table and a candy counting contest. Motion to table and have a candy contest was made by Dan Samaria. Seconded by Rosemary Wais. All in favor 3-0.
- 6d. Welcome Package- Rosemary Wais brought up the discussion about create a package to give to new residents when they move into the village. Included in the package would be things to expect, contact information, newsletter, etc. The packet would be given to the new residents as they move in to become more involved. Chairman Samaria stated this would be a great idea and have the residents feel welcome. He mentioned that a long time ago there was some sort of welcome package but to receive it you have to go to Village Hall. Rosemary Wais made a motion to have the board create a welcome package. Seconded by Dan Samaria. All in favor 3-0.
- 6e. Food Drive-Discussion was had by the board about having a Thanksgiving Food drive. Board decided to collect goods for the Miami Rescue Mission. Motion was made by Dan Samaria to start the food drive starting September 29th Through November 14th . Seconded by Rosemary Wais. All in favor 3-0.
- 6f. October Fest- Discussion was had by Chairman Samaria, that his business will sponsor a table and the money collected will be donated to the recreation center.
- 6g. Computers in Recreation Center- Discussion was brought up about having computers in the recreation center. Manager Bartley inform the group that is written documentation that states the recreation center must have a accessible computer for use. It was also mentioned that there is a computer it is just not working at this point in time. Chairman Samaria stated in the past he has a computer he wanted to donate to the recreation center.

7. Public Comments-

Carlos Manzenero- In the past had to make repairs to one of the hoops in basketball Court. Started manager emailed him and requested not to repair equipment but to inform staff if there are any issues. Carlos shared along with resident Lori Agostini what was done in the past when the Courts were closed (Locked the gates, placed crowbars on the hoops, removed the rims etc.) Carlos thought it was great that the village was going to close the courts for maintenance but was displeased because after a week he has to take his “team” to another park to practice. Carlos feels that his organized team is a positive thing for the village because it’s the youth a positive outlet to play sports.

Lori Agostini- Stated that in her opinion the reason that the curt is closed is because



the majority of the youth that use the courts are black. She also stated that even if race isn't the reason that the courts are closed, that is the perception that is given.

As a mother of one of the youth on the self organized team, she feels it unfair that the boys are penalized due to the behavior of some youth that are not associated with the self created team. Also mentioned that she would like to see BP sponsored teams similar to one that the village had years ago.

Lori has a contact at the Miami Rescue Mission and she will have the contact person deliver the empty boxes and collect the filled boxes when the food drive is completed.

Lori also gave suggestions on usage for computers in the recreation center. She suggested if there are multiple people waiting to use the computer but time limits on usage.

8. FUTURE CALENDAR OF EVENTS

9. Future Fund Raising

Elizabeth Goldman wanted to bring a discussion to look into some of the grant options that have been used and that are available for the recreation center to use for the recreation center. Recreation Manager informed her that she will look into past funding options. Rosemary Wais suggested that a fundraising goal for the board to get materials for the basketball court

10. ANNOUNCEMENTS / SCHEDULE OF NEXT MEETING – The next meeting of the Recreation Advisory Board is **Tuesday October 27, 2015**, at 7:00PM.

11. ADJOURNMENT-Meeting Adjourned at 8:48pm Motion Made by Dan Samaria Seconded by Rosemary Wais. All in favor 3-0.

Minutes approved on _____

Dan Samaria, Chairman



**MINUTES
RECREATION ADVISORY BOARD**

**Village Hall 640 Ne 114 Street
Tues October 27, 2015 at 7:00PM**

**RECREATION
ADVISORY BOARD**

**Dan Samaria
Chairman**

**Elizabeth Goldman
Rosemary Wais
Bridgita Pallango**

- 1. CALL TO ORDER-** Meeting was called to order at 7:09pm
- 2. ROLL CALL-** Present – Dan Samaria, Elizabeth Goldman and Rosemary Wais. Bridigita Pallango arrived at 7:19pm. Present from Staff: Shelecia Bartley, Park & Recreation Manager
- 3. ADDITIONS, DELETIONS OR WITHDRAWALS TO ORDER OF BUSINESS**
Remove 5D.
- 4. APPROVAL OF MINUTES-** Approval of the Minutes from January 27th, 2015, July 28th 2015 and September 29,2015. Motion made by Rosemary Wais. Seconded by Dan Samaria. All in favor 3-0.
- 5. OLD BUSINESS**
 - 5a. Upcoming Winterfest- Board had discussion on what they are doing at the Winterfest. Board discussed adding House Decorating Contest results to be announced at the event. Board also discussed hosting a house decorating contest to be held during the month of December. All homes in the contest would have to be decorated and entered by December 5th. The board would judge the homes from December 6th to December 13th. There will be a judges meeting on December 15th at 7pm to decide the winner. Rosemary Wais made the motion to hold the contest that would be sponsored by the board. Seconded by Elizabeth Goldman. All in Favor 4-0.
 - 5b. Welcome Packet- Rosemary Wais informed board that she and Manager Bartley had been working on updating the Welcome Packet that is given to the new residents of the Village. Copies of the packet were provided to the members to review. A motion was made by Bridgita Pallango to present the package to the Commission at the November 10th 2015 meeting. Seconded by Dan Samaira. All in favor 4-0.
 - 5c. Food Drive for the Needy-Board had discussion about the collection of can goods for the needy. Manager Bartley informed the board that she would contact Lori Cajas-Agustini about the box for donations.



6. NEW BUSINESS

6a. Ask Commission to replace two lost board members-Manager Bartley informed the board that there are no pending applications for members to join the board.

7. Public Comments-

Dan Samaria (Creepy Critters)- Informed the board that his sponsorship at the Food & Tunes event was successful. He stated there was an miscommunication between the Foundation and himself with ticket sales. He informed the board that his company is donating \$100 to the Foundation for the Recreation Advisory Board.

8. FUTURE CALENDAR OF EVENTS

8a. Calendar for upcoming year- Rosemary has a list of activities to plan and host in the Village. She mentioned if anyone has any input to let her know so she can add it to the list. Rosemary also brought the idea to the board to host an obstacle course at the upcoming Spring Fest.

9. ANNOUNCEMENTS / SCHEDULE OF NEXT MEETING – The next meeting of the Recreation Advisory Board is **Tuesday November 17, 2015**, at 7:00PM.

10. ADJOURNMENT- Meeting was adjourned at 8:12pm Motion was made by Elizabeth Goldman. Seconded by Rosemary Wais. All in Favor 4-0.

Minutes approved on _____

Dan Samaria, Chairman



The Village of Biscayne Park

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PLANNING & ZONING BOARD

Gage Hartung
Chairman

Andrew Olis
Vice Chairman

Elizabeth Hornbuckle
Doug Tannehill
Jacqueline Pallango

Alternates
Max Deitermann
Mario Rumiano

MINUTES PLANNING & ZONING BOARD MEETING Ed Burke Recreation Center 11400 NE 9th Court – Biscayne Park, FL Monday, October 5th, 2015 at 6:30pm

1. CALL TO ORDER

This meeting was called to order at 6:30 p.m.

2. ROLL CALL

Gage Hartung – Chair – present
Andrew Olis – Vice chair – absent
Elizabeth Hornbuckle – Board Member – present
Doug Tannehill – Board Member – present
Jackie Pallango – Board Member – present
Max Deitermann – Alternate – absent
Mario Rumiano – Alternate – absent
Shanesa Mykoo, Krishan Manners and Sal Annese – Staff attendance – present

3. OLD BUSINESS, DELETIONS OR DISCUSSIONS TO ORDER OF BUSINESS

APPROVAL OF MINUTES

September 21st, 2015.

Motion by D. Tannehill, seconded by E. Hornbuckle and approved 4-0

4. PAINT PERMITS

a. Grizzle - 850 NE 121st St

Motion by D. Tannehill, seconded by J. Pallango and approved 4-0

5. BUILDING PERMITS

a. Adams – 11525 NE 8th Ave – Replace door

Motion by D. Tannehill, seconded by E. Hornbuckle and approved 4-0

b. Goudie – 715 NE 119th St – Reroof

Motion by D. Tannehill, seconded by E. Hornbuckle and approved 4-0

c. Hornbuckle – 950 NE 117th St – Reroof

Motion by D. Tannehill, seconded by J. Pallango and approved 3-0

*E. Hornbuckle recused from vote.

d. Jester – 926 NE 109th St – Remodel driveway

Motion by E. Hornbuckle, seconded by D. Tannehill and tabled 4-0

*Pending more information.

e. Mainade – 11711 Griffing Blvd – Install doors

Motion by E. Hornbuckle, seconded by D. Tannehill and approved 4-0

f. Theard – 11390 NE 8th Ave – Replace door

Motion by E. Hornbuckle, seconded by D. Tannehill and approved 4-0

g. Simpson – 920 NE 118th St – Hurricane panels

Motion by E. Hornbuckle, seconded by J. Pallango and approved 4-0

h. Sampedro – 1045 NE 120th St – Replace windows and doors

Motion by D. Tannehill, seconded by E. Hornbuckle and approved 4-0

7. Administrative Variance

None



The Village of Biscayne Park

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The next meetings of the Planning & Zoning Board are Monday, October 19th, 2015 and Monday, November 2nd, 2015.

8. ADJOURNMENT

This meeting was adjourned at 6:50 p.m.

Minutes approved on: _____
(Date)

By: _____
Gage Hartung, Chair Planning & Zoning Board



The Village of Biscayne Park

640 NE 114th St., Biscayne Park, FL 33161
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PLANNING & ZONING BOARD

Gage Hartung
Chairman

Andrew Olis
Vice Chairman

Elizabeth Hornbuckle
Doug Tannehill
Jacqueline Pallango

Alternates
Max Deitermann
Mario Rumiano

MINUTES PLANNING & ZONING BOARD MEETING Ed Burke Recreation Center 11400 NE 9th Court – Biscayne Park, FL Monday, October 19th, 2015 at 6:30pm

1. CALL TO ORDER

This meeting was called to order at 6:30 p.m.

2. ROLL CALL

Gage Hartung – Chair – present
Andrew Olis – Vice chair – present
Elizabeth Hornbuckle – Board Member – present
Doug Tannehill – Board Member – absent
Jackie Pallango – Board Member – present
Max Deitermann – Alternate – absent
Mario Rumiano – Alternate – absent
Shanesa Mykoo, Krishan Manners and Sal Annese – Staff attendance – present

3. OLD BUSINESS, DELETIONS OR DISCUSSIONS TO ORDER OF BUSINESS

a. Jester – 926 NE 109th St – Remodel driveway
-Tabled
-Pending more information

4. APPROVAL OF MINUTES

October 5th, 2015.
Motion by E. Hornbuckle, seconded by J. Pallango and approved 4-0

5. PAINT PERMITS

None

6. BUILDING PERMITS

a. Olis – 530 NE 119th St – Replace existing wood gate
Motion by E. Hornbuckle, seconded by J. Pallango and approved 3-0
-A. Olis recused from vote.
b. Mainade – 11711 Griffing Blvd – Remodel driveway
Motion by A. Olis, seconded by E. Hornbuckle and approved 4-0
c. Huntington – 744 NE 119th St – Replace garage door
Motion by A. Olis, seconded by J. Pallango and approved 4-0
d. Dirainondo – 11401 NE 10th Ave – Replace windows
Motion by A. Olis, seconded by E. Hornbuckle and approved 4-0
e. Shapiro – 990-970 NE 120th St – Install windows
Motion by A. Olis, seconded by E. Hornbuckle and approved 4-0

7. Administrative Variance

The next meetings of the Planning & Zoning Board are Monday, November 2nd, 2015 and Monday, November 16th, 2015.



The Village of Biscayne Park

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

This meeting was adjourned at 6: 40 p.m.

Minutes approved on: _____ (Date) 11/2/15

By: _____
Gage Hartung, Chair Planning & Zoning Board



The Village of Biscayne Park

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

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PLANNING & ZONING BOARD

Gage Hartung
Chairman

Andrew Olis
Vice Chairman

Elizabeth Hornbuckle
Doug Tannehill
Jacqueline Pallango

Alternates
Max Deitermann
Mario Rumiano

Minutes

PLANNING & ZONING BOARD MEETING

Ed Burke Recreation Center

11400 NE 9th Court – Biscayne Park, FL

Monday, November 2nd, 2015 at 6:30pm

1. CALL TO ORDER

This meeting was called to order at 6:30 p.m.

2. ROLL CALL

Gage Hartung – Chair – present
Andrew Olis – Vice chair – present
Elizabeth Hornbuckle – Board Member – present
Doug Tannehill – Board Member - present
Jackie Pallango – Board Member – absent
Max Deitermann – Alternate – absent
Mario Rumiano – Alternate – absent
Shanesa Mykoo, Krishan Manners and Sal Annese – Staff attendance - present

3. OLD BUSINESS, DELETIONS OR DISCUSSIONS TO ORDER OF BUSINESS

4. APPROVAL OF MINUTES

October 19th, 2015.
Motion by A. Olis, seconded by E. Hornbuckle and approved 4-0

5. PAINT PERMITS

None

6. BUILDING PERMITS

a. Dominia – 870 NE 111th St – Reroof
Motion by A. Olis, seconded by E. Hornbuckle and approved 4-0
b. Kirschning – 750 NE 121st St – Window replacement
Motion by A. Olis, seconded by D. Tannehill and approved 4-0
c. Weil – 850 NE 111th St – New pool and deck
Motion by E. Hornbuckle, seconded by D. Tannehill and approved 4-0
d. Allen – 11325 NE 8th Ct – New pool and deck
Motion by E. Hornbuckle, seconded by A. Olis and denied 4-0
- Not within setbacks.
e. Pena – 831 NE 109th St – Install fence in rear of property
Motion by A. Olis, seconded by D. Tannehill and approved 4-0
-Property line to building setback in rear must be 4ft.
e.a. Pena – 831 NE 109th St – Revise fence permit on side of property
Motion by A. Olis, seconded by E. Hornbuckle and approved 4-0
f. 951 NE 119th St LLC – Install carport (After the fact)
-Tabled
-Pending more information
g. Cohen - 11638 NE 7th Ave – Install driveway
Motion by E. Hornbuckle, seconded by D. Tannehill and approved 4-0



The Village of Biscayne Park

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7. Variance

- a. Pena – 831 NE 109th St – Install shed
 - Tabled by board members, pending resident's decision to proceed with variance.

The next meetings of the Planning & Zoning Board are Monday, November 16th, 2015 and Monday, December 7th, 2015.

8. ADJOURNMENT

This meeting was adjourned at 7:30 p.m.

Minutes approved on: _____
(Date)

By: _____
Gage Hartung, Chair Planning & Zoning Board



CODE
COMPLIANCE
BOARD

Gary Kuhl
Chairman

Harvey Bilt
Dale Blanton
Linda Dillon
Jenny Johnson-
Sardella

Laura Graves
Alternate

MINUTES
CODE COMPLIANCE BOARD
Ed Burke Recreation Center 11400 NE 9th Court
Wednesday, October 14th, 2015 at 7:00pm

1. CALL TO ORDER

This meeting was called to order at 7:00 p.m.

2. ROLL CALL

Gary Kuhl – Chair – present
Dale Blanton – Vice Chair – present
Harvey Bilt – present
Linda Dillon – present
Jenny Johnson- Sardella – absent
Laura Graves – Alternate – present
Shanesa Mykoo, Reginald White and Krishan Manners – Staff attendance - present

3. ADDITIONS, DELETIONS OR WITHDRAWALS TO ORDER OF BUSINESS

- Item 7.c. – deleted

4. APPROVAL OF MINUTES

a. September 16th, 2015.
Motion by L. Dillon, seconded by D. Blanton and motion passed 5-0

5. NEW BUSINESS

- a. Micheala Bittner – 11915 NE 11th Ct – Garbage containers not stored properly: Case# 15-0591.
Motion by D. Blanton, seconded by L. Dillon and motion passed 5-0.
Not in compliance, \$25.00 fine along with a \$5.00 daily fine commencing as of October 15th, 2015.
- b. Patricia M. Costa – 1000 NE 119th St – Overgrown grass, weeds and shrubberies: Case#15-0597.
Motion by L. Dillon, seconded by D. Blanton and motion passed 5-0
Not in compliance, \$25.00 fine with a \$5.00 daily fine commencing as of October 15th, 2015.



The Village of Biscayne Park

640 NE 114th St., Biscayne Park, FL 33161
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- c. Kelvin Charles – 11910 NE 10th Ave – Overgrown grass, weeds and shrubberies: Case# 15-0594.
Motion by D. Blanton, seconded by L. Dillon and motion passed 5-0.
In compliance and case closed.
- d. Alexandra Ann Alvord – 940 NE 119th St – More than 1 watercraft and trailer stored on the property: Case# 15-0571.
Motion by D. Blanton, seconded by L. Dillon and motion passed 5-0.
In compliance and case closed.
- e. Jean Paul Biamby – 703 NE 117th St – Construction debris on the front yard: Case# 15-0603.
Motion by D. Blanton, seconded by L. Dillon and motion passed 5-0
In compliance and case closed.
- f. Eva Areias & Carlos A. Lima – 741 NE 114th St – Dirty and discolored exterior surfaces of the house: Case# 15-0602.
Motion by D. Blanton, seconded by L. Dillon and motion passed 5-0
Not in compliance, \$50.00 fine with a \$10.00 daily fine commencing as of October 15, 2015.
- g. Luis B & Ana L. Guemes – 1065 NE 119th St – Overgrown grass, weeds and shrubberies: Case# 15-0601.
Motion by D. Blanton, seconded by L. Dillon and motion passed 5-0.
In compliance and case closed.
- h. Manuel Alvarez – 1014 NE 117th St – Vines and vegetation growing on exterior surfaces of the house: Case# 15-0604.
Motion by H. Bilt, seconded by L. Dillon and motion passed 5-0.
Not in compliance, house needs to be re-inspected by October 19th, 2015. If property does not come in compliance there will be a \$25.00 fine along with a \$5.00 daily fine.

6. OLD BUSINESS

None

7. FINE REDUCTION

- a. Joseph Frechette – 845 NE 117th St – Roof overhang, vent screen or fascia board deteriorated: Case# 05-161.
Motion by D. Blanton, seconded by L. Dillon and motion passed 5-0.
Item tabled until upcoming meeting on November 9th, 2015. Pending advice from counsel.
- b. KUPLINS INVESTMENT INC – 842 NE 121th St – Various violations: Case# 02-0856, 02-0852, 02-0851/55, 02-0850.
Motion by D. Blanton, seconded by L. Dillon and motion passed 5-0.
Offer denied at \$ 4,000.00



The Village of Biscayne Park

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

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- c. Frank Martincak – 910 NE 120th St – Deteriorated overhang: Case# 06-467.
-Deleted

- d. USA BRANDS INC – 1013 NE 115th St – Various Violations: Case# 2-10-1369, 2-10-1370, 2-10-1373, 7-12-1610, 6-13-1975.
-Motion to deny offer for \$500 made by D. Blanton, seconded by H. Bilt. Motion passed 5-0.
-Second offer of 20% made by property representative. Motion to accept made by L. Graves, seconded by H. Bilt. Motion did not pass (2-3). G. Kuhl, D. Blanton and L. Dillon opposed.
-Third offer of \$12,500 – payable within two weeks - made by property representative. Motion to accept made by D. Blanton, seconded by H. Bilt. Motion passed 4-1. L. Dillon opposed.

8. Announcements/SCHEDULE OF NEXT HEARING

The next meeting of the code compliance Board is Monday November 9th, 2015.

9. ADJOURNMENT

This meeting was adjourned at 8:10 p.m.

Minutes approved on _____

By: _____
Gary Kuhl, Chair



PUBLIC ART
ADVISORY BOARD

Amy Raymond
Chair

Karen Marinoni
Larry Newberry
Melanie Oliva
Susan Weiss

**MINUTES
PUBLIC ART ADVISORY BOARD**

**Ed Burke Recreation Center, 11400 NE 9th Ct., Biscayne Park, FL
Wednesday, October 21, 2015 at 6:00PM**

1. CALL TO ORDER AND ROLL CALL – The meeting was called to order at 6:10pm. Present were board members Amy Raymond, Karen Marinoni, and Melanie Oliva. Absent: Susan Weiss, and Larry Newberry.
2. AGENDA ADDITIONS AND DELETIONS – None
3. PUBLIC COMMENT (PERMITTED FOR EACH AGENDA ITEM) – None
4. APPROVAL OF MINUTES – Karen Marinoni makes a motion to approve the minutes of September 9, 2015, and it was seconded by Melanie Oliva. All in favor. Motion carries 3-0.
5. OLD BUSINESS –
 - a. Status of Pet Silhouettes for waste station locations: Amy Raymond reported that the Village Commission approved proceeding with this initiative. Will coordinate with Village Clerk to send e-mail blast and post on website for those interested in purchasing. The first respondent will be the breed that will be ordered to be used as the “test” for installation with the assistance of Larry Newberry.
 - b. Call to Artists: Amy Raymond reported that the Village Commission approved proceeding with this initiative. The dates were finalized in order for a selection to take place in March 2016. Draft will be updated and then submitted to the Village Clerk which will then be forwarded for legal review.

Request made by the board for the Clerk to provide the judging/evaluation criteria that was used for the Mural project.

Board members to compile where/how the Call to Artists will be advertised.
6. NEW BUSINESS - None
 - a. Amy Raymond to work on drafting a proposal for a Bake/Craft Sale for the purpose of fund raising. Funds to be used for future initiatives sponsored by the Board. Board understands that the fund raising proposal must first be approved by the Commission.



The Village of Biscayne Park

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

-
- b. Melanie Oliva will look into ideas for other murals, possibly for the Recreation Center buildings.
 7. NEXT MEETING DATE – Thursday November 12, 2015, at 6:00pm. All future meetings will take place at Village Hall.
 8. ADJOURNMENT – Meeting was adjourned at 6:40pm.
-

Minutes approved on _____.



MINUTES
Stormwater Master Plan Project Kickoff Meeting
Ed Burke Recreation Center - 11400 NE 9th Court
Biscayne Park, FL 33161
Saturday, September 19, 2015 at 9:30am

Mayor David Coviello opened the meeting at 9:33am and introduce Gene Schriener and Al Caruso from Craig A. Smith & Associates.

Mr. Shriener explained the project approach and schedule:

- Information gathering and inventory (month 1)
- Survey and GPS
- Assemble and evaluate information
- Identify problem areas
- Analyze alternatives
- Determine potential causes and solutions
- Develop costs
- Prepare report of findings and recommendations (month 10)

Looks for public participation to provide:

- Known areas and duration of flooding
- Knowledge of historical flood damage
- Photographs or evidence of flooding within the Village
- Completion of Flood Survey form

Total cost of the project is \$134,500. Village awarded a grant from the State of Florida Department of Environmental Protection Division in the amount of \$150,000 to cover the cost.

The final report will be a tool for the Village to get additional funding for the work to be done as detailed by the report findings. Project can be broken into smaller projects as funding becomes available.

Manager Siegel will look into tapping into CITT funds. This study unlocks a lot of doors for the Village and to seek funding from several sources.

Flood Survey Form will be made available at Village Hall and on the website.

The meeting was adjourned at 10:32am.



Village of Biscayne Park Commission Agenda Report

Village Commission Meeting Date: November 10, 2015

Subject: Resolution 2015-50 - Audit Firm

Prepared By: Heidi Siegel, Village Manager

Sponsored By: Staff

Background

The Village is required by Florida Statutes, the Rules of the Auditor General and the Village Charter to provide an annual report on its financial position and activity that is audited by an independent audit firm of certified public accountants. The independent auditor is required to issue an unqualified opinion that their report fairly represents the financial position of the Village in conformity with GAAP standards. This report includes consideration of the Village's internal control over financial reporting and test of compliance with certain provisions of laws, regulations, contracts, and other matters.

In order to provide the best financial services for the lowest cost, it was determined to be in our best interest to seek proposals for the annual audit examination through a formal bid process. Three bids, including our current firm, were received within the designated timeframe and evaluated by a Selection Review Committee. The Selection Committee determined that GLSC and Company, PLLC, would provide highest quality audit services for the lowest cost to the Village.

Fiscal / Budget Impact

The price quotes by GLSC and Company, PLLC are as follows:

November 10, 2015

Commission Agenda Report

Resolution 2015-50

- Year 1 (FY 2014-15) as of 9/30/2015): \$18,000 (*\$22,000 budgeted in FY 2015-16 Budget*)
- Year 2 (FY 2015-16) as of 9/30/2016): \$18,500
- Year 3 (FY 2016-17) as of 9/30/2017): \$19,000

Recommendation

Approval of Resolution 2015-50

Attachments

- Resolution 2015-50
- Agreement between the Village of Biscayne Park & GLSC & Company, PLLC
- Summary of pricing from the three (3) respondents
- Minutes of Selection Review Committee Meeting on October 30, 2015
- Summary of Selection Review Committee Ranking

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3 **RESOLUTION NO. 2015-50**
4

5 **A RESOLUTION OF THE VILLAGE**
6 **COMMISSION OF THE VILLAGE OF BISCAYNE**
7 **PARK, FLORIDA, AUTHORIZING THE**
8 **APPROPRIATE VILLAGE OFFICIALS TO**
9 **EXECUTE THE AGREEMENT FOR AUDITING**
10 **SERVICES BETWEEN THE VILLAGE AND GLSC**
11 **& COMPANY, PLLC; PROVIDING FOR AN**
12 **EFFECTIVE DATE**

13
14 WHEREAS, the Village is required by Florida Statutes, the Rules of the Auditor
15 General, and the Village Charter to provide an annual report on its financial position and
16 activity audited by an independent audit firm of certified public accountants; and,

17 WHEREAS, in order to provide the best financial services for the lowest cost, the
18 Village submitted an invitation to bid for professional auditing services on October 5, 2015,
19 and received three (3) responses; and,

20 WHEREAS, upon review and ranking by the Selection Review Committee, GLSC &
21 Company, PLLC (hereinafter referred to as "GLSC") was determined to be lowest bidder and
22 top ranked company; and,

23 WHEREAS, the Village Commission finds it to be in the best interests of the residents
24 of the Village to select GLSC perform the audits for fiscal years 2014-15, 2015-16, and 2015-
25 17, and authorizes the appropriate Village officials to execute the Agreement for professional
26 auditing services between the Village and GLSC, attached hereto and incorporated herein as
27 Exhibit "1".

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

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

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Section 2. The appropriate Village officials are hereby authorized to execute the Agreement for professional auditing services between the Village and GLSC & Company, PLLC, attached hereto and incorporated herein as Exhibit "1".

Section 3. This Resolution shall become effective upon adoption.

PASSED AND ADOPTED this ___ day of _____, 2015.

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:

John J. Hearn, Village Attorney

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

Agreement between the Village of Biscayne Park and GLSC & Company, PLLC for Auditing Services

THIS AGREEMENT is made and entered into this ____ day of _____, 2015, by and between the Village of Biscayne Park, a Florida municipal corporation (the "Village"), and GLSC & Company, PLLC ("Auditor").

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. PURPOSE/AUTHORIZATION

- 1.1 The purpose of this Agreement is to provide for the Village's retention of Auditor to perform all Auditing Services for the Village as described in Section 2 below.

2. SCOPE OF SERVICES

Auditor shall provide the following Auditing Services to the Village:

2.1 Scope of Work to be Performed

A. Financial Audit(s):

The Auditor shall provide independent auditing services to the Village to audit the financial statement for three (3) years beginning with the financial statements for the fiscal year ending September 30, 2015 and ending after the completion and submission of the audit report for the fiscal year ending September 30, 2017.

The Village of Biscayne Park desires the auditor to express an opinion on the fair presentation of its basic financial statements in conformity with accounting principles generally accepted in the United States of America. The combining fund statements and schedules and the schedule of expenditures of federal and state financial assistance should be subjected to the firm's auditing procedures as part of the audit of the basic financial statements and render an opinion that they are stated fairly, in all material respects "in relation" to the basic financial statements taken as a whole.

The primary purpose of the audit is to express an opinion on the financial statements of the Village. The examination and procedures related hereto contemplate the review of a Comprehensive Annual Financial Report (CAFR) and Popular Financial Report (PAFR) when it is prepared by the Village. The Village will have primary responsibility for producing the CAFR and PAFR (however the auditor maybe called upon for assistant). The auditor shall assist in finalizing the Village's CAFR, PAFR and annual financial report. The audit procedures used should be sufficient to enable the proposer to express an opinion on the fairness with which the financial statements present the respective

financial position of the governmental, each major fund and the aggregate remaining fund information of the Village and the respective changes in financial position and cash flows, where applicable in conformity with generally accepted accounting principles. The Village shall also provide additional financial and non-financial information not subject to examination by the auditor but necessary to conform to the principles and standards of public financial reporting necessary to submit the Village's CAFR and PAFR to the Government Finance Officers Association (GFOA) Certificate of Achievement Program. The Village's CAFR and PAFR will additionally be expected to meet any present or to-be-established standards for disclosure attributed to the CAFR and PAFR to enable inclusion in various municipal bonds continuing disclosure libraries and depositories. In addition, such procedures should be adequate to determine whether the operations of the Village were properly conducted in accordance with legal and regulatory requirements, including Florida Statutes and the Village of Biscayne Park Ordinance.

B. Federal and Florida Single Audit(s):

The Village will provide information necessary for the preparation of federal and state financial assistance as required by the U.S. Office of Management and Budget Circular A-133, *Audits of States, Local Governments, and Non-Profit Organization*: Chapter 10.550, Rules of the Auditor General. The Firm will issue a report on the compliance and internal control over compliance applicable to each major federal award program and state financial assistance. The need for these audits will be determined annually based on the Village's level of expenditures of federal and state assistance, and as such a separate fee quote is requested for each of these audits.

C. Additional Special Audit(s):

- CITT (Citizens Independent Transportation Trust) - audit of transit system surtax revenues received and expended in accordance with an Interlocal Agreement with Miami-Dade County (if needed)
- SNP (Safe Neighborhood Parks) – annual summary report.

The need for a separate audit report will be determined annually, and as such a separate fee quote is requested for each of these special audits.

2.2 Review of Internal Controls:

An evaluation is to be made of the system of internal controls, including the control environment, accounting systems and specific control procedures, to assess the extent to which the controls can be relied upon to ensure accurate information, to ensure compliance with applicable laws and regulations, and to provide for efficient and effective operations. In order to assess the control risk, the Firm shall perform tests of controls and properly document its assessment.

Reportable conditions shall be communicated in writing in accordance with applicable Statements of Auditing Standards issued by the American Institute of Certified Public Accountants and generally accepted auditing standards.

2.3 Data Processing Review:

The Firm will perform a review of internal controls used in the computer environment to ensure (a) the proper development and implementation of applications, (b) the integrity of program and data files, (c) the completeness and accuracy of the accounting records, and (d) the integrity of computer operations.

The Firm shall communicate periodically to staff if reportable conditions in data process review are identified during the engagement. As part of the Management Letter, the Firm shall report the following information it deems appropriate:

- Specific comments in the above areas for the Village's major computer systems
- Overall conditions of internal control in computer environment
- Significant weakness in internal control in data processing

2.4 Additional Services

Auditor shall provide additional services to the Village as determined by the Village Manager or his designee.

2.5 Auditing Standards to be Followed

The audit(s) should be performed in accordance with the following as they exist or as each may be subsequently amended:

- Generally accepted auditing standards as set forth by the American Institute of Certified Public Accountants;
- Government Auditing Standards issued by the Comptroller General of the United States;
- Provisions of the Federal Single Audit Act (as amended);
- Provisions of the Florida Single Audit Act (as amended);
- U.S. Office of Management and Budget (OMB) Circular A-133 and other applicable OMB circulars;
- Florida Statutes as applicable;
- State of the Florida Department of Banking and Finance Regulations;
- Rules of Auditor General, State of Florida, Chapter 10.550
- Audits of State and Local Governmental Units (AICPA Audit Guided revised) or other authoritative standards;
- Any other applicable Federal, State and local laws or regulations.

Any updates of, or amendments to, these described auditing standards are to be incorporated in future audits performed by the selected Auditor performing auditing engagements for the Village of Biscayne Park in future fiscal years.

2.6 Financial Statements:

Assistance will be required from the Auditor in compiling and editing the entity wide and other schedules for the financial statements. The Auditor may be asked to printing and bind up to 10 copies of the annual financial statements, as well as providing an electronic copy, preferably in Microsoft Word or an electronically compiled (not scanned) PDF.

3. COMPENSATION

3.1 For all Auditing Services provided by Auditor as described in Sections 2.1 through 2.6 of this Agreement, Auditor shall be compensated \$18,000 for year 1, \$18,500 for year 2, and \$19,000 for year 3.

3.2 In consideration of the size of the fees to be generated and the probable length of the audit engagement for each fiscal year, progress billing will be permitted on a percentage of completion basis. To determine progress, the Firm will prepare, as part of the Audit Plan an estimate of total hours required to complete the engagement. Progress will be determined by comparing the hours incurred to date to the estimated total hours for the engagement. A listing of hours incurred and a description of the work corresponding to such hours shall accompany the invoice in support of this calculation. Progress billings may be rendered no more frequently than monthly during the course of the engagement. The final payment will be paid upon resolution of any open issues or delivery of any remaining items. The Village shall pay the Auditor for all approved invoices, no later than 30 calendar days from the date of approval by the Village Manager of the invoice.

3.3 For all Additional Services as described in Sections 2.4 of this Agreement, the Village shall pay Auditor a fee mutually agreed to by the Village Manager and Auditor up to \$10,000 as per the Village's ordinance on purchasing and procurement.

4. RECORDS/RIGHT TO INSPECT AND AUDIT

4.1 All records, books, documents, papers and financial information (the "Records") that result from Auditor providing services to the Village under this Agreement shall be the property of the Village (except for the Auditor's working papers that shall be the property of the Auditors).

4.2 Upon termination or expiration of this Agreement, or at any time during the term of this Agreement, and upon the written request of the Village Manager, any and

all such Records shall be delivered to the Village by Auditor within 15 calendar days of the date of such request. Any compensation due to Auditor shall be withheld until such Records are received by the Village.

- 4.3 The Auditor shall maintain all Records for the time periods specified in the State of Florida Record Retention laws, and such other books, documents, papers and financial information pertaining to work performed under this Agreement during the term of this Agreement and for a period of three (3) years following termination or expiration of this Agreement.
- 4.4 The Village Manager or his designee shall, during the term of this Agreement and for a period of five (5) years from the date of termination or expiration of this Agreement, have access to and the right to examine and audit any Records of Auditor involving transactions related to this Agreement.
- 4.5 The Village may cancel this Agreement for refusal by Auditor to allow access by the Village Manager to any Records pertaining to work performed under this Agreement that are subject to the provisions of Chapter 119, Florida Statutes.

5. INDEMNIFICATION

- 5.1 Auditor shall defend, indemnify, and hold harmless the Village, its officers, attorneys, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising out of, related to, or in any way connected with Auditor, its officers, agents or employees acts or omissions, negligence, recklessness, misconduct, performance or non-performance of any provision of this Agreement including, but not limited to, liabilities arising from contracts between Auditor and third parties made pursuant to this Agreement. Auditor shall reimburse the Village for all its expenses including reasonable attorney fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising out of, related to, or in any way connected with Auditor's performance or non-performance of this Agreement.
- 5.2 Auditor shall defend, indemnify, and hold harmless the Village, its officers, attorneys, agents and employees, from all losses, injuries, damages, wages or overtime compensation due Auditor's agents or employees in rendering services pursuant to this Agreement, including payment of Village's reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act, Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act, the Americans with Disabilities Act or any employment related litigation or claims under federal or state law.
- 5.3 THE PROVISIONS OF THIS SECTION SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

6. INSURANCE

6.1 Auditor shall maintain at its sole cost and expense all times, in addition to any other insurance the Village may reasonably require, professional liability insurance, employee dishonesty insurance, employer's liability insurance, comprehensive general liability insurance and automotive liability insurance with minimum policy limits for each coverage in the amount of Two Million Dollars (\$2,000,000.00) per occurrence, single limit for property damage and bodily injury, including death. Each policy shall also state that it is not subject to cancellation, modification, or reduction in coverage without thirty (30) days written notice to the Village prior to the effective date of cancellation, modification, or reduction in coverage. Auditor shall obtain all insurance coverage as specified herein.

A. The liability insurance shall protect the Auditor and Village, from claims set forth below that may arise out of or result from the Auditor's operations under the Agreement and for which the Auditor may be legally liable, whether such operations be by the Auditor or by anybody performing work for the Auditor under the Agreement or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

1. claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Services to be performed;
2. claims for damages because of bodily injury, occupational sickness or disease, or death of the Auditor's employees;
3. claims for damages because of bodily injury, sickness or disease, or death of any person other than the Auditor's employees;
4. claims for damages insured by usual personal injury liability coverage that are sustained (1) by a person as a result of an offense directly or indirectly related to employment of such person by the Auditor, or (2) by another person;
5. claims for damages, other than to the work itself, because of injury to or destruction of tangible property, including loss of use resulting there from;
6. claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle; and
7. claims involving contractual liability insurance applicable to the Auditor's obligation.

B. The insurance required for the Professional Auditing Services shall be written for not less than limits of liability specified or required by law, whichever coverage is

greater. Coverage, whether written on an occurrence or claims-made basis, shall be maintained without interruption from date of commencement of the Services until date of final payment and termination of any coverage required to be maintained after final payment.

C. Certificates of Insurance acceptable to the Village shall be filed with the Village prior to commencement of the Services. Village shall be named as an additional insured on all required insurance coverage. These Certificates and the insurance policies required shall contain a provision that coverage afforded under the policies will not be cancelled or allowed to expire until at least thirty (30) days prior written notice has been given to the Village, except that the cancellation notice period for non-payment of premiums for Worker’s Compensation policies shall be ten (10) days. If any of the foregoing insurance coverage are required to remain in force after final payment and are reasonably available, an additional certificate evidencing continuation of such coverage shall be submitted with the final Application for Payment. The Auditor shall furnish information concerning reduction of coverage with reasonable promptness in accordance with the Auditor’s information and belief. During the term of this agreement, Auditor will carry professional liability insurance coverage in the amount of \$2,000,000.00, with deductible per claim, if any, not to exceed 5% of the limit of liability providing for all sums which Auditor shall become legally obligated to pay as damages for claims arising out of the services performed by Auditor any person employed by Auditor in connection with this engagement agreement. The insurance shall be maintained for three years after completion of services under this engagement agreement. The insurance shall be placed with best rated A-8 or better insurance companies qualified to do business under the laws of the State of Florida.

D. Coverage Required:	Minimum Limits:
1. Worker’s Compensation	Statutory Limits – State of Florida
2. Employers’ Liability	\$500,000 accident/disease \$500,000 policy limit, disease
3. General Liability, Contractual Liability, Special Form Property Damage Personal Injury Liability, Explosion, Collapse, Underground ● Premises/Operations ● Independent contractor ● Products ● Completed Operations	\$2,000,000 general aggregate, \$2,000,000 each occurrence

4.	Automobile liability	\$1,000,000 BI & PD, each accident
5.	Owned, hired, non-owned	\$1,000,000 BI & PD, each accident
6.	Professional Liability	\$2,000,000

7. TERM AND RENEWAL

7.1 This Agreement shall become effective upon execution by both parties and shall continue through December 2017 unless earlier terminated as provided in Section 8 (the “Term”).

7.2 The Village shall have the option to renew this Agreement upon the same terms and conditions for up to two (2) additional one (1) year extensions (the “Option”). Such extension shall be effective upon written notice from the Village Manager to the Auditor no later than 30 days prior to the date of termination of the Term or any renewal term.

8. TERMINATION

8.1 The Village may elect to terminate all or a portion of the Services provided by Auditor in this Agreement by giving Auditor written notice at least 90 calendar days prior to the effective date of termination. Upon receipt of written notice of termination, Auditor shall not enter into any third party agreements and shall incur only those expenses specifically approved or directed in writing by the Village Manager. Upon written notice of termination, the Village Manager may elect not to use the services of Auditor.

8.2 Auditor may terminate the Agreement at any time by giving the Village written notice at least 180 calendar days prior to the effective date of termination.

8.3 In the event of termination or expiration of this Agreement, Auditor and the Village shall cooperate in good faith in order to effectuate a smooth and harmonious transition from Auditor to the Village, or to any other person or entity the Village may designate, and to maintain during such period of transition the same services provided to the Village pursuant to the terms of this Agreement.

8.4 Auditor will take all reasonable and necessary actions to transfer all books, records and data of the Village in its possession in an orderly fashion to either the Village or its designee in a hard copy and computer format.

8.5 Subsequent to the termination of this Agreement, the Village may contract with Auditor at a mutually agreed upon amount to perform specified services on an as needed basis.

- 8.6** In the event that this Agreement is terminated for convenience, the Auditor shall be paid for any Auditing Services performed up to the date of termination. Upon receipt of a notice of termination, the Auditor shall perform only those services specified by the Village Manager and shall not incur additional expenses without the Village Manager's prior written approval.
- 8.7** Upon termination or expiration, any compensation payable by Village to Auditor shall be withheld until all Records and documents are provided to Village pursuant to Section 4.2 of this Agreement.
- 8.8** Upon termination or expiration, the Village shall not be liable to Auditor for any additional compensation, consequential or incidental damages, lost profits, or any other compensation, beyond the compensation structure specifically provided for in this Agreement.

9. ENTIRE AGREEMENT/MODIFICATION/AMENDMENT

- 9.1** This writing contains the entire Agreement of the parties and supersedes any prior oral or written representations. No representations were made or relied upon by either party, other than those that are expressly set forth herein.
- 9.2** No agent, employee, or other representative of either party is empowered to modify and amend the terms of this Agreement, unless executed with the same formality as this document.

10. SEVERABILITY

- 10.1** If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.

11. GOVERNING LAW

- 11.1** This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Exclusive venue for any litigation shall be in Miami-Dade County, Florida.

12. WAIVER

- 12.1** The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.

13. NOTICES/AUTHORIZED REPRESENTATIVES

13.1 Any notices required or permitted by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by private postal service, addressed to the parties at the following addresses:

For the Village:

Village of Biscayne Park
Attention: Heidi Siegel, Village Manager
640 NE 114th Street
Biscayne Park, Florida 33161
Telephone: (305) 899 8000
Facsimile: (305) 891 7241

With a copy to:

John J Hearn,
Law Offices of John J. Hearn, P.A.
1001 NW 119th Avenue
Coral Springs, Florida 33071
Phone: (305) 360 2547
Facsimile: (954) 227 7321

For Auditor:

Pablo R. Llerena, CPA
GLSC & Company, PLLC
6303 Blue Lagoon Drive
Suite 200
Miami, FL 33126
Telephone: (305) 373 0123
Facsimile: (305) 374 4415

Either party shall have the right to change its address for notice purposes by sending written notice of such change of address to the other party in accordance with the provisions hereof.

14. INDEPENDENT AUDITOR

14.1 Auditor is and shall remain an independent contractor and is not an employee or agent of the Village. Services provided by Auditor shall be by employees of Auditor working under the supervision and direction of Auditor and nothing in

this Agreement shall in any way be interpreted or construed to deem said employees to be agents, employees, or representatives of the Village. Auditor agrees that it is a separate and independent enterprise from the Village.

- 14.2** Auditor shall be responsible for all compensation, tax responsibilities, insurance benefits, other employee benefits, and any other status or rights of its employees during the course of their employment with Auditor. This Agreement shall not be construed as creating any joint employment relationship between Auditor and the Village, and the Village will not be liable for any obligation incurred by Auditor, including but not limited to unpaid minimum wages and/or overtime payments.

15. STAFFING/REMOVAL

- 15.1** If at any time during the term of this Agreement the Village Manager becomes dissatisfied with the performance of any of Auditor's staff assigned to provide services under this Agreement, the Village Manager may request that the particular employee be removed from servicing this account. Representatives of Auditor and the Village Manager shall meet to discuss appropriate remedial action to alleviate the performance deficiencies experienced by the Village. If the proposed resolution is unsatisfactory to the Village Manager, Auditor shall reassign said personnel out of the Village within 3 calendar days of notification by the Village Manager.
- 15.2** Auditor agrees to act in good faith and to use its best efforts to resolve any problems experienced by the Village.
- 15.3** Auditor shall be responsible for maintaining current background checks on all employees and agents assigned to work in the Village. Background checks for each individual must be performed prior to providing any services to the Village. Written verification of any background checks must be provided to the Village if requested by the Village Manager.

16. WAIVER OF JURY TRIAL

- 16.1** In the event of any litigation arising out of this Agreement, each party hereby knowingly, irrevocably, voluntarily and intentionally waives its right to a trial by jury.

17. ASSIGNMENT/SUBCONTRACTS

- 17.1** This Agreement shall not be assignable by Auditor without the prior approval of the Village Commission, at the Village's sole discretion.

17.2 Auditor shall not subcontract any portion of the work required by this Agreement, except with the prior approval of the Village Manager, which shall be on his sole and absolute discretion.

18. PROHIBITION AGAINST CONTINGENT FEES/CONFLICTS

18.1 Auditor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Auditor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for Auditor, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

18.2 Neither Auditor nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Auditor's loyal and conscientious exercise of judgment related to its performance under this Agreement.

18.3 Auditor agrees that none of its officers or employees shall, during the Term or any renewal term of this Agreement, serve as an expert witness against Village in any legal or administrative proceeding in which he or she is not a party, unless compelled by court process.

19. WARRANTIES OF AUDITOR

19.1 Auditor warrants and represents that at all times during the Term or any renewal term of this Agreement that it shall maintain in good standing with the State of Florida, that all required licenses and certificates of Auditor and its employees and agents required to perform services hereunder under federal, state and local laws necessary to perform the Scope of Services specified in this Agreement shall remain current and active.

19.2 Auditor warrants and represents that its employees have received sexual harassment training and that Auditor maintains appropriate sexual harassment and anti-discrimination policies.

19.3 Auditor warrants and represents that its employees will abide by the Code of Ethics for Public Officers and Employees, Chapter 112, Florida Statutes and the applicable provisions of the Conflict of Interest and Code of Ethics ordinances sets forth in the Village Code and Section 2-11.1 of the Miami-Dade County Code, as these codes may be amended from time to time.

19.4 Auditor shall not discriminate against any person in its operations, activities or delivery of services under this Agreement. Auditor shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin,

marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for service delivery.

- 19.5** Auditor represents that all persons delivering the Auditing Services as required by this Agreement have the requisite knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and services set forth in this Agreement and agrees to provide and perform such Auditing Services to Village's satisfaction for the agreed compensation.
- 19.6** Auditor shall maintain a Drug-Free workplace as that term is defined in the Florida Statutes.
- 19.7** Auditor shall comply with all applicable federal, state, county and Village laws, rules and regulations in the performance of Auditing Services.
- 19.8** The audit firm's professional personnel have received adequate continuing professional education with the proceeding two (2) years in accordance with the requirements of the Florida State Board of Accountancy and Government Auditing Standards.

20. ATTORNEYS' FEES

- 20.1** In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover its attorneys' fees and costs, including the fees and expenses of any paralegals, law clerks and legal assistants, and including fees and expenses charged for representation at both the trial and appellate levels. The village shall not be liable for the prejudgment interest.

[THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF the undersigned parties have executed this Agreement on the date indicated above.

WITNESSES:

Print Name: _____

Print Name: _____

ATTEST:

Maria C. Camara, Village Clerk

Approved as to form and legality
for use of and reliance by the Village
of Biscayne Park only:

John J. Hearn, Village Attorney

AUDITOR

By: _____

Date: _____

VILLAGE OF BISCAYNE PARK

By: _____
Heidi Siegel, Village Manager

Date: _____

[END OF DOCUMENT]

Attachment A

FEE SCHEDULE:

1. Annual Examination - The proposer shall provide a firm fixed price for completing the annual examination of the financial statements of the Village according to the following schedule:

Fiscal Year Ending	Price
September 30, 2015	\$ <u>18,000</u>
September 30, 2016	\$ <u>18,500</u>
September 30, 2017	\$ <u>19,000</u>

2. Single Audit - The proposer shall provide a firm fixed price for completing the Single Audit of the Village according to the following schedule:

Fiscal Year Ending	Price
September 30, 2015	\$ <u>3,000</u>
September 30, 2016	\$ <u>3,000</u>
September 30, 2017	\$ <u>3,000</u>

3. Federal Single Audit - The proposer shall provide a firm fixed price for completing the Single Audit of the Village according to the following schedule:

Fiscal Year Ending	Price
September 30, 2015	\$ <u>3,000</u>
September 30, 2016	\$ <u>3,000</u>
September 30, 2017	\$ <u>3,000</u>

4. Special Audits

a. SNP – Annual Summary Report:

Fiscal Year Ending	Price
September 30, 2015	\$ <u>2,000</u>
September 30, 2016	\$ <u>2,000</u>
September 30, 2017	\$ <u>2,000</u>

b. CITT for the 1.2 Cent Transportation Surtax - The proposer shall provide a firm fixed price for completing the CITT for the 1.2 Cent Transportation Surtax Audit of the Village according to the following schedule:

Fiscal Year Ending	Price
September 30, 2015	\$ <u>2,000</u>
September 30, 2016	\$ <u>2,000</u>
September 30, 2017	\$ <u>2,000</u>



5. Additional Services - It is anticipated that the proposer would use staff with a variety of skill and experience levels in providing any additional services contemplated in Section 3.0. of the RFP. Therefore, firms shall provide a comprehensive hourly rate for each type of staff, using the generic guide below. The firm may propose a separate schedule for each type of additional service offered by the proposer. It is expected that the Village would authorize additional services on an individual basis. The Village would jointly determine with the Firm a not-to-exceed price for each project, using the contractually established rates.

ILLUSTRATIVE GUIDE FOR PROPOSING HOURLY PRICE FOR ADDITIONAL SERVICES				
I. LEVEL	EXPERIENCE	HOURLY BILLING RATE	II. QUALIFICATIONS	RESPONSIBILITIES/SPECIALTY
Partner	See resume	\$225	See resume	See resume
Manager	See resume	\$170	See resume	See resume
Senior	See resume	\$150	See resume	See resume
Junior	See resume	\$120	See resume	See resume
Paraprofessional		N/A		
Specialists		N/A		

Proposal Certification

I hereby certify that I am submitting the enclosed information as my company's cost proposal by virtue of executing and returning this FEE SCHEDULE. I further certify full, complete and unconditional acceptance of the contents of the Request for Proposals, and all appendices and the contents of any Addenda released thereto.

If selected, I agree to execute any required truth-in-negotiations certificate stating that the rates of compensation and other factual unit costs supporting the compensation are accurate, complete and current at the time of contracting.

PROPOSER (firm name): GLSC & Company, PLLC

STREET ADDRESS: 6303 Blue Lagoon Drive, Suite 200

CITY & STATE: Miami, FL 33126

PRINT NAME OF AUTHORIZED REPRESENTATIVE: Pablo Llerena

SIGNATURE OF AUTHORIZED REPRESENTATIVE: 

TITLE: Partner

DATE: 10/22/15





**VILLAGE OF BISCAYNE PARK
LISTING OF PROPOSALS RECEIVED
REQUEST FOR PROPOSAL 2015-04
PROFESSIONAL AUDITING SERVICES**

ORDER OPENED	COMPANY	Description	9/30/2015	9/30/2016	9/30/2017
1	GLSC + Co. LLC	Annual Examination	\$ 18,000	\$ 18,500	\$ 19,000
		Single Audit	\$ 3,000	\$ 3,000	\$ 3,000
		Federal Single Audit	\$ 3,000	\$ 3,000	\$ 3,000
		Special Audits	\$ 2,000	\$ 2,000	\$ 2,000
		CITT Audit	\$ 2,000	\$ 2,000	\$ 2,000
2	Alberni, Caballero + Fierman, LLP	Annual Examination	\$ 23,000	\$ 24,000	\$ 25,000
		Single Audit	\$ 3,500	\$ 3,500	\$ 3,500
		Federal Single Audit	\$ 4,500	\$ 4,500	\$ 4,500
		Special Audits	\$ 500	\$ 500	\$ 500
		CITT Audit	\$ 1,500	\$ 1,500	\$ 1,500
3	HCT Certified Public Accountants + Consultants, LLC	Annual Examination	\$ 18,750	\$ 20,250	\$ 21,000
		Single Audit	\$ 3,000	\$ 3,000	\$ 3,000
		Federal Single Audit	\$ 3,500	\$ 3,500	\$ 3,500
		Special Audits	\$ 2,500	\$ 2,500	\$ 2,500
		CITT Audit	\$ 3,000	\$ 3,000	\$ 3,000

Closing Date: October 26, 2015 at 2:00pm

Public Opening of Bids: October 26, 2015 at 2:30pm



SELECTION COMMITTEE

Maria Camara

Claude Charles

Al Childress

MINUTES

SELECTION REVIEW COMMITTEE MEETING

Request for Proposal 2015-04 Professional Auditing Services

VILLAGE HALL - 640 NE 114th Street

Biscayne Park, FL 33161

Friday, October 30, 2015 at 3:00pm

1 Call to Order

Village Clerk Maria Camara called the meeting to order at 3:05pm.

2 Roll Call

Present at the meeting: Village Clerk Maria Camara, Finance Manager Claude Charles, and resident Al Childress.

3 Review of Bids received

- a. Alberni Caballero & Fierman, LLP
- b. GLSC & Co., PLLC
- c. HCT Certified Public Accountants & Consultants, LLC

4 Review Committee Discussion and Ranking

After discussion and review of each proposal, the average of each member's ranking for each firm is as follows:

Alberni, Caballero & Fierman, LLP: 82 points

GLSC & Co., PLLC: 85 points

HCT Certified Public Accountants & Consultants, LLC: 78 points

The Selection Review Committee recommends GLSC & Co., PLLC.

5 Adjournment

The meeting was adjourned at 3:25pm.

These are the minutes of the ONLY meeting of the Selection Review Committee for RFP 2015-04 Professional Auditing Services. No subsequent meeting was scheduled to allow for the formal approval of the minutes.

Village of Biscayne Park
RFP 2015-04 - Professional Auditing Services
Summary of Selection Review Committee

ALBERNI, CABALLERO & FIERMAN, LLP

Evaluation Criteria	Selection Review Committee Member		
	Claude Charles	Maria Camara	Al Childress
Qualifications & Experience of Firm (Max. 30 pts.)	25	25	25
Qualifications & Experience of Staff (Max. 30 pts.)	26	25	25
Approach to Providing Services (Max. 30 pts.)	25	26	25
Price Proposal (Max. 10 pts.)	7	5	6
TOTAL:	83	81	81
AVERAGE:	82		

GLSC & COMPANY, PLLC

Evaluation Criteria	Selection Review Committee Member		
	Claude Charles	Maria Camara	Al Childress
Qualifications & Experience of Firm (Max. 30 pts.)	24	26	27
Qualifications & Experience of Staff (Max. 30 pts.)	24	26	27
Approach to Providing Services (Max. 30 pts.)	24	25	26
Price Proposal (Max. 10 pts.)	10	8	8
TOTAL:	82	85	88
AVERAGE:	85		

HCT CERTIFIED PUBLIC ACCOUNTANTS & CONSULTANTS, LLC

Evaluation Criteria	Selection Review Committee Member		
	Claude Charles	Maria Camara	Al Childress
Qualifications & Experience of Firm (Max. 30 pts.)	23	25	25
Qualifications & Experience of Staff (Max. 30 pts.)	22	25	25
Approach to Providing Services (Max. 30 pts.)	23	22	20
Price Proposal (Max. 10 pts.)	9	7	9
TOTAL:	77	79	79
AVERAGE:	78		



Village of Biscayne Park Commission Agenda Report

Village Commission Meeting Date: November 10, 2015

Subject: Resolution 2015-51 - Execution of
Grant Agreement with the State of
Florida Department of Environmental
Protection

Prepared By: Heidi Siegel, Village Manager

Sponsored By: Staff

Background

During the recent State Legislative Session the Village was awarded \$150,000 to complete a Stormwater Master Plan. The Village has been provided with all of the required documents from the State of Florida Department of Environmental Protection in order to proceed with the project. The deadline for completion of the Master Plan is October 31, 2016.

Fiscal/Budgetary Impact

The grant amount of \$150,000 will cover:

- Cost of the Master Plan from Craig A. Smith & Associates of \$134,500.
- Any identified road work repair.

November 10, 2015

Commission Agenda Report

Resolution 2015-51

Recommendation

Approval of Resolution 2015-51

Attachments

- Resolution 2015-51
- DEP Grant Agreement
- Attachment A – Grant Work Plan
- Attachment B – Payment Request Summary Form
- Attachment C – Contract Payment Requirements Reference Guide
- Attachment D – Progress Report Form
- Attachment E – Special Audit Requirements

1
2
3 **RESOLUTION NO. 2015-51**
4

5 **A RESOLUTION OF THE VILLAGE COMMISSION**
6 **OF THE VILLAGE OF BISCAYNE PARK, FLORIDA,**
7 **AUTHORIZING THE APPROPRIATE VILLAGE**
8 **OFFICIALS TO EXECUTE THE GRANT**
9 **AGREEMENT BETWEEN THE VILLAGE OF**
10 **BISCAYNE PARK AND THE STATE OF FLORIDA**
11 **DEPARTMENT OF ENVIRONMENTAL**
12 **PROTECTION IN THE AMOUNT OF \$150,000;**
13 **PROVIDING FOR AN EFFECTIVE DATE**
14

15 **WHEREAS**, the Village of Biscayne Park (hereinafter the “Village”) was developed in
16 the 1920s and incorporated as its own municipality in 1931 with its thoroughfares constructed
17 predominantly at higher elevations than the Village, creating an inverted concaved effect for
18 water to collect with no means of discharging; and
19

20 **WHEREAS**, as the Village grew, the stormwater runoff increased as much of the
21 Village was developed without an adequate infrastructure to remove and treat stormwater
22 runoff; and
23

24 **WHEREAS**, with no positive outfall, the Village relies on percolation and evaporation
25 and, as a result, much of the Village experiences flooding after even minor storm events; and
26

27 **WHEREAS**, in order to address these issues, the Village has identified the need to
28 develop a comprehensive Stormwater Master Plan (SWMP) which will inventory, evaluate and
29 recommend future improvements to the Village’s stormwater management system
30 infrastructure and serve as a tool to decrease stormwater runoff, increase water quality and
31 reduce flooding in flood prone areas; and
32

33 **WHEREAS**, additionally, the SWMP will provide construction cost estimates and
34 priorities for developing a comprehensive phased program and will also assist the Village for
35 future regulatory compliance of the Clean Water Act and the National Pollutant Discharge
36 Elimination System (NPDES) Program for Non-Point Source Discharge Compliance; and
37

38 **WHEREAS**, the Village applied for and received a grant in the amount of \$150,000
39 from the State of Florida Department of Environmental Protection; and
40

41 **WHEREAS**, in order to receive the funds, the Village must enter into an agreement with the
42 State of Florida Department of Environmental Protection; and
43

44 **WHEREAS**, the Village has received and approved the proposed Agreement, attached hereto
45 and incorporated herein as Exhibit “1”; and

46 **WHEREAS**, the Village Commission finds it to be in the best interests of its citizens to
47 authorize the appropriate Village officials to execute the Agreement between the Village and the State
48 of Florida Department of Environmental Protection;

DEP AGREEMENT NO. S0867

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
DIVISION OF WATER RESTORATION ASSISTANCE
GRANT AGREEMENT
PURSUANT TO LINE ITEM 1662A OF THE FY15-16 GENERAL APPROPRIATIONS ACT**

THIS AGREEMENT is entered into between the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, whose address is 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000 (hereinafter referred to as the "Department") and the VILLAGE OF BISCAYNE PARK, whose address is 640 Northeast 114 Street, Biscayne Park, Florida 33161 (hereinafter referred to as "Grantee"), a local government, to provide financial assistance for the Village of Biscayne Park Stormwater Master Plan. Collectively, the Department and the Grantee shall be referred to as "Parties" or individually as a "Party".

In consideration of the mutual benefits to be derived herefrom, the Department and the Grantee do hereby agree as follows:

1. TERMS OF AGREEMENT:

The Grantee does hereby agree to perform in accordance with the terms and conditions set forth in this Agreement, **Attachment A, Grant Work Plan**, and all attachments and exhibits named herein which are attached hereto and incorporated by reference. For purposes of this Agreement, the terms "Grantee" and "Recipient" are used interchangeably.

2. PERIOD OF AGREEMENT:

This Agreement shall begin upon execution by both parties and shall remain in effect until October 31, 2016, inclusive. The Grantee shall be eligible for reimbursement for work performed on or after July 1, 2015 through the expiration date of this Agreement. This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.

3. FUNDING/CONSIDERATION/INVOICING:

- A. As consideration for the satisfactory completion of services rendered by the Grantee under the terms of this Agreement, the Department shall pay the Grantee on a cost reimbursement basis up to a maximum of \$150,000. It is understood that any additional funds necessary for the completion of this project are the responsibility of the Grantee. The parties hereto understand and agree that this Agreement does not require a match on the part of the Grantee.
- B. Prior written approval from the Department's Grant Manager shall be required for changes to this Agreement. Changes to approved budget categories within a single deliverable that are less than 10% of the total approved deliverable budget amount will require a formal Change Order to the Agreement. Changes that are 10% or greater of the total approved deliverable budget amount, or changes that transfer funds from one deliverable to another deliverable, or changes that increase or decrease the project's total funding amount will require a formal Amendment to the Agreement.
- C. The Grantee shall be reimbursed on a cost reimbursement basis for all eligible project costs upon the completion, submittal and approval of each deliverable identified in **Attachment A**, in accordance with the schedule therein. Reimbursement shall be requested utilizing **Attachment B, Payment Request Summary Form**. To be eligible for reimbursement, costs must be in compliance with laws, rules and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: http://www.myfloridacfo.com/aadir/reference_guide/. All invoices for

amounts due under this Agreement shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. A final payment request should be submitted to the Department no later than sixty (60) calendar days following the completion date of the Agreement, to assure the availability of funds for payment. All work performed pursuant to **Attachment A** must be performed on or before the completion date of the Agreement, and the subsequent sixty-day period merely allows the Grantee to finalize invoices and backup documentation to support the final payment request.

D. The State Chief Financial Officer requires detailed supporting documentation of all costs under a cost reimbursement agreement. The Grantee shall comply with the minimum requirements set forth in **Attachment C, Contract Payment Requirements**. The Payment Request Summary Form shall be accompanied by supporting documentation and other requirements as follows for each deliverable:

i. Contractual (Subcontractors) – Reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from the Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the project. All multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If the Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, the Grantee shall be required to reimburse such funds to the Department within thirty (30) calendar days of written notification. Interest on the excessive charges shall be calculated based on the prevailing rate used by the State Board of Administration. For fixed-price (vendor) subcontracts, the following provisions shall apply:

a. The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in **Attachment A**. Invoices submitted to the Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (i.e., Invitation to Bid or Request for Proposals) resulting in the fixed-price subcontract.

b. The Grantee may request approval from the Department to award a fixed-price subcontract resulting from procurement methods other than those identified in the paragraph above. In this instance, the Grantee shall request the advance written approval from the Department's Grant Manager of the fixed price negotiated by the Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of the Department Grant Manager's approval of the fixed-price amount, the Grantee may proceed in finalizing the fixed-price subcontract.

c. All subcontracts are subject to the provisions of paragraph 12 and any other appropriate provisions of this Agreement which affect subcontracting activities.

E. In addition to the invoicing requirements contained in paragraphs 3.C. and D. above, the Department will periodically request proof of a transaction (invoice, payroll register, etc.) to evaluate the appropriateness of costs to the Agreement pursuant to State and Federal guidelines (including cost allocation guidelines), as appropriate. This information, when requested, must be provided within thirty (30) calendar days of such request. The Grantee may also be required to submit a cost allocation plan to the Department in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). State guidelines for allowable costs can be found in the Department of Financial Services' Reference Guide for State Expenditures at http://www.myfloridacfo.com/aadir/reference_guide/.

- F. i. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, the Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
- ii. If the Department finds that these funds have been commingled, the Department shall have the right to demand a refund, either in whole or in part, of the funds provided to the Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from the Department shall refund, and shall forthwith pay to the Department, the amount of money demanded by the Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from the Department by the Grantee to the date repayment is made by the Grantee to the Department.
- iii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by the Department, from another source(s), the Grantee shall reimburse the Department for all recovered funds originally provided under this Agreement. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the payment(s) are recovered by the Grantee to the date repayment is made to the Department by the Grantee.

4. ANNUAL APPROPRIATION:

The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. The parties hereto understand that this Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and payment associated therewith may be rescinded with proper notice at the discretion of the Department if Legislative appropriations are reduced or eliminated.

5. REPORTS:

- A. The Grantee shall utilize **Attachment D, Progress Report Form**, to describe the work performed during the reporting period, problems encountered, problem resolution, schedule updates and proposed work for the next reporting period. Quarterly reports shall be submitted to the Department's Grant Manager no later than twenty (20) calendar days following the completion of the quarterly reporting period. It is hereby understood and agreed by the parties that the term "quarterly" shall reflect the calendar quarters ending March 31, June 30, September 30 and December 31. The Department's Grant Manager shall have thirty (30) calendar days to review the required reports and deliverables submitted by the Grantee.
- B. As stated in the letter dated July 17, 2015, from the Office of the Governor, the Grantee will identify the return on investment for this project and provide quarterly updates to the Governor's Office of Policy and Budget.

6. RETAINAGE:

Retainage is not required under this Agreement.

7. **INDEMNIFICATION:**

Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, Florida Statutes. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract or this Agreement.

8. **DEFAULT/TERMINATION/FORCE MAJEURE:**

- A. The Department may terminate this Agreement at any time if any warranty or representation made by Grantee in this Agreement or in its application for funding shall at any time be false or misleading in any respect, or in the event of the failure of the Grantee to fulfill any of its obligations under this Agreement. Prior to termination, the Department shall provide thirty (30) calendar days written notice of its intent to terminate and shall provide the Grantee an opportunity to consult with the Department regarding the reason(s) for termination.
- B. The Department may terminate this Agreement for convenience by providing the Grantee with thirty (30) calendar day's written notice. If the Department terminates the Agreement for convenience, the Department shall notify the Grantee of such termination, with instructions as to the effective date of termination or specify the stage of work at which the Agreement is to be terminated. If the Agreement is terminated before performance is completed, the Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated.
- C. Records made or received in conjunction with this Agreement are public records. This Agreement may be unilaterally canceled by the Department for unlawful refusal by the Grantee to allow public access to all documents, papers, letters, or other material made or received by the Grantee in conjunction with this Agreement and subject to disclosure under Chapter 119, Florida Statutes (F.S.), and Section 24(a), Article I, Florida Constitution.
- D. If a force majeure occurs that causes delays or the reasonable likelihood of delay in the fulfillment of the requirements of this Agreement, the Grantee shall promptly notify the Department orally. Within seven (7) calendar days, the Grantee shall notify the Department in writing of the anticipated length and cause of the delay, the measures taken or to be taken to minimize the delay and the Grantee's intended timetable for implementation of such measures. If the parties agree that the delay or anticipated delay was caused, or will be caused by a force majeure, the Department may, at its discretion, extend the time for performance under this Agreement for a period of time equal to the delay resulting from the force majeure upon execution of an amendment to this Agreement. Such agreement shall be confirmed by letter from the Department accepting, or if necessary, modifying the extension. A force majeure shall be an act of God, strike, lockout, or other industrial disturbance, act of the public enemy, war, blockade, public riot, lightning, fire, flood, explosion, failure to receive timely necessary third party approvals through no fault of the Grantee, and any other cause, whether of the kind specifically enumerated herein or otherwise, that is not reasonably within the control of the Grantee and/or the Department. The Grantee is responsible for the performance of all services issued under this Agreement. Failure to perform by the Grantee's consultant(s) or subcontractor(s) shall not constitute a force majeure event.

9. **REMEDIES/FINANCIAL CONSEQUENCES:**

No payment will be made for deliverables deemed unsatisfactory by the Department. In the event that a deliverable is deemed unsatisfactory by the Department, the Grantee shall re-perform the services needed for submittal of a satisfactory deliverable, at no additional cost to the Department, within ten (10) calendar days of being notified of the unsatisfactory deliverable. If a satisfactory deliverable is not submitted within

the specified timeframe, the Department may, in its sole discretion, either: 1) terminate this Agreement for failure to perform, or 2) the Department Grant Manager may, by letter specifying the failure of performance under this Agreement, request that a proposed Corrective Action Plan (CAP) be submitted by the Grantee to the Department. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.

- A. A CAP shall be submitted within ten (10) calendar days of the date of the letter request from the Department. The CAP shall be sent to the Department Grant Manager for review and approval. Within ten (10) calendar days of receipt of a CAP, the Department shall notify the Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, the Grantee shall have ten (10) calendar days from receipt of the Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain the Department approval of a CAP as specified above shall result in the Department's termination of this Agreement for cause as authorized in this Agreement.
- B. Upon the Department's notice of acceptance of a proposed CAP, the Grantee shall have ten (10) calendar days to commence implementation of the accepted plan. Acceptance of the proposed CAP by the Department does not relieve the Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, the Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by the Department or steps taken by the Grantee shall preclude the Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to the Department as requested by the Department Grant Manager.
- C. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by the Department may result in termination of the Agreement.

The remedies set forth above are not exclusive and the Department reserves the right to exercise other remedies in addition to or in lieu of those set forth above, as permitted by the Agreement.

10. RECORD KEEPING/AUDIT:

- A. The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date of the Agreement. In the event any work is subcontracted, the Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes.
- B. The Grantee understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the Department's Inspector General in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its subcontracts issued under this Grant, if any, impose this requirement, in writing, on its subcontractors.

11. SPECIAL AUDIT REQUIREMENTS:

- A. In addition to the requirements of the preceding paragraph, the Grantee shall comply with the applicable provisions contained in **Attachment E, Special Audit Requirements**, attached hereto and made a part hereof. **Exhibit 1** to **Attachment E** summarizes the funding sources supporting the Agreement for purposes of assisting the Grantee in complying with the requirements of **Attachment E**. A revised copy of **Exhibit 1** must be provided to the Grantee for each amendment which authorizes a funding increase or decrease. If the Grantee fails to receive a revised copy of

Exhibit 1, the Grantee shall notify the Department's Grants Development and Review Manager at (850) 245-2361 to request a copy of the updated information.

- B. The Grantee is hereby advised that the Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. The Grantee shall consider the type of financial assistance (federal and/or state) identified in **Attachment E, Exhibit 1** when making its determination. For federal financial assistance, the Grantee shall utilize the guidance provided under OMB Circular A-133, Subpart B, Section __.210 for determining whether the relationship represents that of a subrecipient or vendor. For state financial assistance, the Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs. Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website:

<https://apps.fldfs.com/fsaa>

The Grantee should confer with its chief financial officer, audit director or contact the Department for assistance with questions pertaining to the applicability of these requirements.

12. SUBCONTRACTS:

- A. The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager. The Grantee shall submit a copy of the executed subcontract to the Department within ten (10) calendar days after execution of the subcontract. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement. The Grantee agrees to be responsible for the fulfillment of all work elements included in any subcontract and agrees to be responsible for the payment of all monies due under any subcontract. It is understood and agreed by the Grantee that the Department shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.
- B. The Department of Environmental Protection supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State of Florida. A list of minority owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.

13. PROHIBITED LOCAL GOVERNMENT CONSTRUCTION PREFERENCES:

- A. Pursuant to Section 255.0991, F.S., for a competitive solicitation for construction services in which 50 percent or more of the cost will be paid from state-appropriated funds which have been appropriated at the time of the competitive solicitation, a state, college, county, municipality, school district, or other political subdivision of the state may not use a local ordinance or regulation that provides a preference based upon:
- i. The contractor's maintaining an office or place of business within a particular local jurisdiction;
 - ii. The contractor's hiring employees or subcontractors from within a particular local jurisdiction; or
 - iii. The contractor's prior payment of local taxes, assessments, or duties within a particular local jurisdiction.
- B. For any competitive solicitation that meets the criteria in Paragraph A., a state college, county, municipality, school district, or other political subdivision of the state *shall disclose in the*

solicitation document that any applicable local ordinance or regulation does not include any preference that is prohibited by Paragraph A.

14. LOBBYING PROHIBITION:

In accordance with Section 216.347, Florida Statutes, the Grantee is hereby prohibited from using funds provided by this Agreement for the purpose of lobbying the Legislature, the judicial branch or a state agency. Further, in accordance with Section 11.062, F.S., no state funds, exclusive of salaries, travel expenses, and per diem, appropriated to, or otherwise available for use by, any executive, judicial, or quasi-judicial department shall be used by any state employee or other person for lobbying purposes.

15. COMPLIANCE WITH LAW:

The Grantee shall comply with all applicable federal, state and local rules and regulations in providing services to the Department under this Agreement. The Grantee acknowledges that this requirement includes, but is not limited to, compliance with all applicable federal, state and local health and safety rules and regulations. The Grantee further agrees to include this provision in all subcontracts issued as a result of this Agreement.

16. NOTICE:

All notices and written communication between the parties shall be sent by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient.

17. CONTACTS:

The Department's Grant Manager (which may also be referred to as the Department's Project Manager) for this Agreement is identified below:

Thomas Montgomery	
Florida Department of Environmental Protection	
Division of Water Restoration Assistance	
3900 Commonwealth Blvd., MS# 3505	
Tallahassee, Florida 32399	
Telephone No.:	(850) 245-2967
E-mail Address:	Thomas.montgomery@dep.state.fl.us

The Grantee's Grant Manager for this Agreement is identified below:

Krishan Manners	
Village of Biscayne Park	
640 Northeast 114 Street	
Biscayne Park, Florida 33161	
Telephone No.:	(305) 899-8000
E-mail Address:	kmanners@biscayneparkfl.gov

18. INSURANCE:

To the extent required by law, the Grantee will be self-insured against, or will secure and maintain during the life of this Agreement, Workers' Compensation Insurance for all of its employees connected with the work of this project and, in case any work is subcontracted, the Grantee shall require the subcontractor similarly to provide Workers' Compensation Insurance for all of its employees unless such employees are

covered by the protection afforded by the Grantee. Such self-insurance program or insurance coverage shall comply fully with the Florida Workers' Compensation law. In case any class of employees engaged in hazardous work under this Agreement is not protected under Workers' Compensation statutes, the Grantee shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Department, for the protection of its employees not otherwise protected.

- A. The Grantee shall secure and maintain Commercial General Liability insurance including bodily injury and property damage. The minimum limits of liability shall be \$200,000 each individual's claim and \$300,000 each occurrence. This insurance will provide coverage for all claims that may arise from the services and/or operations completed under this Agreement, whether such services and/or operations are by the Grantee or anyone directly or indirectly employed by the Grantee.
- B. The Grantee shall secure and maintain Commercial Automobile Liability insurance for all claims which may arise from the services and/or operations under this Agreement, whether such services and/or operations are by the Grantee or by anyone directly, or indirectly employed by the Grantee. The minimum limits of liability shall be as follows:
 - \$300,000 Automobile Liability Combined Single Limit for Company Owned Vehicles, if applicable
 - \$300,000 Hired and Non-owned Automobile Liability Coverage
- C. If any work proceeds over or adjacent to water, the Grantee shall secure and maintain, as applicable, any other type of required insurance, including but not limited to Jones Act, Longshoreman's and Harbormaster's, or the inclusion of any applicable rider to worker's compensation insurance, and any necessary watercraft insurance, with limits of not less than \$300,000 each. In addition, the Grantee shall include these requirements in any sub grant or subcontract issued for the performance of the work specified in **Attachment A, Grant Work Plan**. Questions concerning required coverage should be directed to the U.S. Department of Labor (<http://www.dol.gov/owcp/dlhwc/lscntac.htm>) or to the parties' insurance carriers.
- D. All insurance policies shall be with insurers licensed or eligible to do business in the State of Florida. The Grantee's current certificate of insurance shall contain a provision that the insurance will not be canceled for any reason except after thirty (30) calendar day's written notice (with the exception of non-payment of premium which requires a 10-calendar-day notice) to the Department's Procurement Administrator.

19. CONFLICT OF INTEREST:

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

20. EQUIPMENT:

Reimbursement for equipment purchases costing \$1,000 or more is not authorized under the terms and conditions of this Agreement.

21. CHANGE ORDERS:

The Department may at any time, by written Change Order, make any change in the Grant Manager information, task timelines within the current authorized Agreement period, or make changes that are less than 10% of the total approved deliverable budget (per Paragraph 3). All Change Orders are subject to the mutual agreement of both parties as evidenced in writing. Any change which causes an increase or decrease in the Agreement amount, expiration date of the Agreement, or deliverable costs that are equal to or greater

than 10% of the total approved deliverable budget (per Paragraph 3), shall require formal Amendment to this Agreement.

22. UNAUTHORIZED EMPLOYMENT:

The employment of unauthorized aliens by any Grantee/subcontractor is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.

23. DISCRIMINATION:

- A. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.
- B. An entity or affiliate who has been placed on the discriminatory vendor list pursuant to section 287.134, F.S., may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and posts the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

24. LAND ACQUISITION:

Land acquisition is not authorized under the terms of this Agreement.

25. PHYSICAL ACCESS AND INSPECTION:

As applicable, Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, including by any of the following methods:

- A. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
- B. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and
- C. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.

26. EXECUTION IN COUNTERPARTS:

This Agreement may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

27. **SEVERABILITY CLAUSE:**

This Agreement has been delivered in the State of Florida and shall be construed in accordance with the laws of Florida. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. Any action hereon or in connection herewith shall be brought in Leon County, Florida.

28. **ENTIRE AGREEMENT:**

This Agreement represents the entire agreement of the parties. Any alterations, variations, changes, modifications or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, duly signed by each of the parties hereto, and attached to the original of this Agreement, unless otherwise provided herein.

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IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed, the day and year last written below.

VILLAGE OF BISCAYNE PARK

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: _____
Heidi Siegel, Village Manager

By: _____
Secretary or designee

Date: _____

Date: _____

Thomas Montgomery, DEP Grant Manager

DEP Grants Administrator

Approved as to form and legality:

DEP Attorney

FEID No.: 59-6000277

*For Agreements with governmental boards/commissions: If someone other than the Chairman signs this Agreement, a resolution, statement or other document authorizing that person to sign the Agreement on behalf of the Grantee must accompany the Agreement.

List of attachments/exhibits included as part of this Agreement:

Specify Type	Letter/ Number	Description (include number of pages)
<u>Attachment</u>	<u>A</u>	<u>Grant Work Plan (3 Pages)</u>
<u>Attachment</u>	<u>B</u>	<u>Payment Request Summary Form (2 Pages)</u>
<u>Attachment</u>	<u>C</u>	<u>Contract Payment Requirements (1 Page)</u>
<u>Attachment</u>	<u>D</u>	<u>Progress Report Form (1 Page)</u>
<u>Attachment</u>	<u>E</u>	<u>Special Audit Requirements (5 Pages)</u>

ATTACHMENT A GRANT WORK PLAN

Project Title: Village of Biscayne Park Stormwater Master Plan

Project Location: Biscayne Park is a municipality in Miami-Dade County, Florida.

Hydrological Unit: 03090202

Water Body Identifiers: 3226H, 3226M1, 3226M2, and 3285.

Project Background: The Village of Biscayne Park (Grantee) was developed in the 1920s and incorporated as its own municipality in 1931. The village is bounded by the railroad on the east side, Griffin Boulevard on the west side and NE 121st Street to the north. Each of these thoroughfares was constructed predominantly at higher elevations than the village, creating an inverted concaved effect for water to collect with no means of discharging. As the village grew, the stormwater runoff increased. Much of the village was developed without an adequate infrastructure to remove and treat stormwater runoff. With no positive outfall the Grantee relies on percolation and evaporation. During peak rainfall events in summer months the limited amount of exfiltration trench that the Grantee relies on for storage is limited due to higher water tables. As a result, much of the village experiences flooding after even minor storm events.

In order to address these issues, the Grantee has identified the need to develop a comprehensive Stormwater Master Plan (SWMP).

The SWMP will inventory, evaluate and recommend future improvements to the Grantee's stormwater management system infrastructure, which will serve as a tool to decrease stormwater runoff, increase water quality and reduce flooding in flood prone areas. This SWMP will be designed to be used as a systematic phased approach to achieving these goals within the Grantee's budgetary constraints.

Additionally, it will provide construction costs estimates and priorities for developing a comprehensive phased program. The SWMP will also assist the Grantee for future regulatory compliance of the Clean Water Act and the National Pollutant Discharge Elimination System (NPDES) Program for Non-Point Source Discharge Compliance.

Project Description: The scope of the project is to create an overall SWMP to identify, document and evaluate the Grantee's existing stormwater management system. The plan will identify flood prone areas and evaluate the severity of the flooding problems. The SWMP will outline a systematic phased approach to achieve reduced flooding in flood prone areas, increase the quality of water discharged from the Grantee, increase the efficiency of the existing system and to identify potential, new infrastructure required to achieve these goals.

If any grant funds remain after the development of the SWMP, the Grantee may request a formal Amendment to this Agreement to utilize the remaining funds to implement the identified recommendations. Such an Amendment will require a revised work plan to identify and describe in detail the tasks that the Grantee would need to complete in order to implement those recommendations.

Task 1: Stormwater Management Improvements

Task Description: The Grantee will contract professional engineering services, in accordance with state law, to prepare a Stormwater Master Plan. The Grantee's Contractor will assess the current stormwater system; identify and evaluate flood prone areas; and develop a systematic phased approach to: reduce flooding, increase water quality, increase efficiency of the existing stormwater system and identify infrastructure that may be required to achieve these goals.

Deliverables: Stormwater Master Plan developed by the Grantee's contracted engineering service as described in this task and as evidenced by: 1) a copy of the Stormwater Master Plan; 2) signed acceptance of the completed project by the Grantee's Grant Manager (Exhibit 1); and a certification signed and sealed by the licensed professional Engineer responsible for developing the final Stormwater Master Plan.
(Exhibit 2)

Performance Standard: The Department's Grant Manager will review the completed Master Plan to verify that work is being performed in accordance with the contract documents and specifications in this task description

Payment Request Schedule: The Grantee shall submit a request for reimbursement upon the completion of the Stormwater Master Plan.

Project Timeline And Budget Summary: The tasks must be completed and all deliverables received by the end of each task timeline.

Task / Deliverable No.	Budget Category	Grant Funding, Not to Exceed, \$	Task Start Date	Task End Date
1	Contractual	\$150,000	July 1, 2015	October 31, 2016
Total	Contractual	\$150,000		

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Exhibit 1
Grant Manager's Certification of Payment Request

I, _____,
(Print name of Grantee's Grant Manager designated in the Agreement)

on behalf of _____, do hereby certify that:
(Print name of Grantee/Recipient)

1. The disbursement amount requested is for allowable costs for the project described in Attachment A of the Agreement.
2. All costs included in the amount requested for equipment, labor and services have been satisfactorily purchased, performed, received, and applied toward completing the project; such costs are documented by invoices or other appropriate documentation as required in the Agreement.
3. The Grantee has paid such costs under the terms and provisions of contracts relating directly to the project; and the Grantee is not in default of any terms or provisions of the contracts.
4. All permits and approvals required for the construction, which is underway, have been obtained.
5. Construction up to the point of this disbursement is in compliance with the approved plans and permits.
6. The Grantee's Grant Manager relied on certifications from the following professionals that provided services for this project during the time period covered by this Certification of Payment Request, and such certifications are included: _____

Grantee's Grant Manager's Signature

Date

**ATTACHMENT B
PAYMENT REQUEST SUMMARY FORM**

Grantee: _____ **Grantee's Grant Manager:** _____
Mailing Address: _____
DEP Agreement No.: S0867 **Payment Request No.:** _____
Date Of Request: _____ **Performance Period:** _____
Task/Deliverable Amount Requested:\$ _____ **Task/Deliverable No.:** _____

GRANT EXPENDITURES SUMMARY SECTION

[Effective Date of Grant through End-of-Grant Period]

CATEGORY OF EXPENDITURE	AMOUNT OF THIS REQUEST	TOTAL CUMULATIVE PAYMENT REQUESTS	MATCHING FUNDS	TOTAL CUMULATIVE MATCHING FUNDS
Salaries	\$ N/A	\$ N/A	\$ N/A	\$ N/A
Fringe Benefits	\$ N/A	\$ N/A	\$ N/A	\$ N/A
Travel (if authorized)	\$ N/A	\$ N/A	\$ N/A	\$ N/A
Subcontracting:				
Contractual	\$	\$	\$	\$
Equipment Purchases	\$ N/A	\$ N/A	\$ N/A	\$ N/A
Supplies/Other Expenses	\$ N/A	\$ N/A	\$ N/A	\$ N/A
Land	\$ N/A	\$ N/A	\$ N/A	\$ N/A
Indirect	\$ N/A	\$ N/A	\$ N/A	\$ N/A
TOTAL AMOUNT	\$	\$	\$ N/A	\$ N/A
TOTAL TASK/DELIVERABLE BUDGET AMOUNT	\$		\$ N/A	
Less Total Cumulative Payment Requests of:	\$		\$ N/A	
TOTAL REMAINING IN TASK	\$		\$ N/A	

GRANTEE CERTIFICATION

The undersigned certifies that the amount being requested for reimbursement above was for items that were charged to and utilized only for the above cited grant activities.

_____	_____
Grantee's Grant Manager's Signature	Grantee's Fiscal Agent
_____	_____
Print Name	Print Name
_____	_____
Telephone Number	Telephone Number

**INSTRUCTIONS FOR COMPLETING
PAYMENT REQUEST SUMMARY FORM**

GRANTEE: Enter the name of the grantee's agency.

MAILING ADDRESS: Enter the address that you want the state warrant sent.

DEP AGREEMENT NO.: This is the number on your grant agreement.

DATE OF REQUEST: This is the date you are submitting the request.

TASK/DELIVERABLE AMOUNT REQUESTED: This should match the amount on the "*TOTAL TASK/DELIVERABLE BUDGET AMOUNT*" line for the "*AMOUNT OF THIS REQUEST*" column.

GRANTEE'S GRANT MANAGER: This should be the person identified as grant manager in the grant Agreement.

PAYMENT REQUEST NO.: This is the number of your payment request, not the quarter number.

PERFORMANCE PERIOD: This is the beginning and ending date of the performance period for the task/deliverable that the request is for (this must be within the timeline shown for the task/deliverable in the Agreement).

TASK/DELIVERABLE NO.: This is the number of the task/deliverable that you are requesting payment for and/or claiming match for (must agree with the current Grant Work Plan).

GRANT EXPENDITURES SUMMARY SECTION:

"AMOUNT OF THIS REQUEST" COLUMN: Enter the amount that was expended for this task during the period for which you are requesting reimbursement for this task. This must agree with the currently approved budget in the current Grant Work Plan of your grant Agreement. Do not claim expenses in a budget category that does not have an approved budget. Do not claim items that are not specifically identified in the current Grant Work Plan. Enter the column total on the "*TOTAL AMOUNT*" line. Enter the amount of the task on the "*TOTAL TASK BUDGET AMOUNT*" line. Enter the total cumulative amount of this request **and** all previous payments on the "*LESS TOTAL CUMULATIVE PAYMENT REQUESTS OF*" line. Deduct the "*LESS TOTAL CUMULATIVE PAYMENT REQUESTS OF*" from the "*TOTAL TASK BUDGET AMOUNT*" for the amount to enter on the "*TOTAL REMAINING IN TASK*" line.

"TOTAL CUMULATIVE PAYMENT REQUESTS" COLUMN: Enter the cumulative amounts that have been requested to date for reimbursement by budget category. The final request should show the total of all requests; first through the final request (this amount cannot exceed the approved budget amount for that budget category for the task you are reporting on). Enter the column total on the "*TOTALS*" line. **Do not enter anything in the shaded areas.**

"MATCHING FUNDS" COLUMN: Enter the amount to be claimed as match for the performance period for the task you are reporting on. This needs to be shown under specific budget categories according to the currently approved Grant Work Plan. Enter the total on the "*TOTAL AMOUNT*" line for this column. Enter the match budget amount on the "*TOTAL TASK BUDGET AMOUNT*" line for this column. Enter the total cumulative amount of this and any previous match claimed on the "*LESS TOTAL CUMULATIVE PAYMENTS OF*" line for this column. Deduct the "*LESS TOTAL CUMULATIVE PAYMENTS OF*" from the "*TOTAL TASK BUDGET AMOUNT*" for the amount to enter on the "*TOTAL REMAINING IN TASK*" line.

"TOTAL CUMULATIVE MATCHING FUNDS" COLUMN: Enter the cumulative amount you have claimed to date for match by budget category for the task. Put the total of all on the line titled "*TOTALS*." The final report should show the total of all claims, first claim through the final claim, etc. **Do not enter anything in the shaded areas.**

GRANTEE CERTIFICATION: Must be signed by both the Grantee's Grant Manager as identified in the grant agreement and the Grantee's Fiscal Agent.

NOTES:

If claiming reimbursement for travel, you must include copies of receipts and a copy of the travel reimbursement form approved by the Department of Financial Services, Chief Financial Officer.

Documentation for match claims must meet the same requirements as those expenditures for reimbursement.

ATTACHMENT C

Contract Payment Requirements **Florida Department of Financial Services, Reference Guide for State Expenditures** *Cost Reimbursement Contracts*

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation must be provided for each amount for which reimbursement is being claimed indicating that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved contract budget should be reimbursed.

Listed below are examples of the types of documentation representing the minimum requirements:

- (1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.
- (2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.
- (3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.
- (4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.
- (5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.
- (6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies, and or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address: http://www.fldfs.com/aadir/reference_guide.htm

ATTACHMENT D

PROGRESS REPORT FORM

DEP Agreement No.:	S0867		
Grantee Name:			
Grantee Address:			
Grantee's Grant Manager:		Telephone No.:	
Reporting Period:			
Project Number and Title:			
<p>Provide the following information for all tasks and deliverables identified in the Grant Work Plan: a summary of project accomplishments for the reporting period; a comparison of actual accomplishments to goals for the period; if goals were not met, provide reasons why; provide an update on the estimated time for completion of the task and an explanation for any anticipated delays and identify by task.</p> <p>NOTE: Use as many pages as necessary to cover all tasks in the Grant Work Plan.</p> <p><u>The following format should be followed:</u></p> <p>Task 1:</p> <p>Progress for this reporting period:</p> <p>Identify any delays or problems encountered:</p>			

This report is submitted in accordance with the reporting requirements of DEP Agreement No. S0867 and accurately reflects the activities associated with the project.

Signature of Grantee's Grant Manager

Date

ATTACHMENT E

SPECIAL AUDIT REQUIREMENTS

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the contract/agreement*) to the recipient (*which may be referred to as the "Contractor", Grantee" or other name in the contract/agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised.

1. In the event that the recipient expends \$500,000 or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department of Environmental Protection. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.
3. If the recipient expends less than \$500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the recipient expends less than \$500,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at <http://12.46.245.173/cfda/cfda.html>.

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2)(m), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year of such recipient, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this Attachment indicates state financial assistance awarded through the Department of Environmental Protection by this Agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$500,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.state.fl.us/audgen>.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by PART I of this Attachment shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

- B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/fac/>

- C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

2. Pursuant to Section .320(f), OMB Circular A-133, as revised, the recipient shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and any management letters issued by the auditor, to the Department of Environmental Protection at one the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

3. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

B. The Auditor General's Office at the following address:

State of Florida Auditor General
Room 401, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

4. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

5. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
6. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with OMB Circular A-133, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of **5** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **3** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

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EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program Number	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program Number	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program Number	Funding Source	State Fiscal Year	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	General Revenue Fund, Line Item 1662A - Village of Biscayne Park Stormwater Master Plan	2015-2016	37.039	Statewide Surface Water Restoration and Wastewater Projects	\$150,000	140047

Total Award					\$150,000	
--------------------	--	--	--	--	------------------	--

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [<http://12.46.245.173/cfda/cfda.html>] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>]. The services/purposes for which the funds are to be used are included in the Contract scope of services/work. Any match required by the recipient is clearly indicated in the Contract.



Village of Biscayne Park Commission Agenda Report

Village Commission Meeting Date: November 10, 2015

Subject: Resolution 2015-52 - Amendment to Agreement with Craig A. Smith & Associates for the Development of a Stormwater Master Plan

Prepared By: Heidi Siegel, Village Manager

Sponsored By: Staff

Background

On February 4, 2014, Resolution 2014-13 was passed approving the agreement between the Village and Craig A. Smith & Associates (C.A.S.). The agreement retains the services of C.A.S. to oversee all future professional services related to stormwater and roadway repairs in the Village of Biscayne Park.

During the recent State Legislative Session the Village was awarded \$150,000 to complete a Stormwater Master Plan from the State of Florida Department of Environmental Protection. The deadline for completion of the Master Plan is October 31, 2016.

Resolution 2015-52 authorizes the execution of the Amendment to the original agreement for the development of a Stormwater Master Plan by C.A.S.

Fiscal/Budgetary Impact

The grant amount of \$150,000 will cover:

November 10, 2015

Commission Agenda Report

Resolution 2015-52

- Cost of the Master Plan from Craig A. Smith & Associates of \$134,500.
- Any identified road work repair.

Recommendation

Approval of Resolution 2015-52

Attachments

- Resolution 2015-52
- Amendment to the Professional Consultant Services Agreement between the Village and Craig A. Smith & Associates
- Professional Consultant Services Agreement between the Village and Craig A. Smith & Associates executed in February, 2014.
- Proposal from Craig A. Smith & Associates for Development of a Stormwater Master Plan

1
2
3 **RESOLUTION NO. 2015-52**
4

5 **A RESOLUTION OF THE VILLAGE**
6 **COMMISSION OF THE VILLAGE OF BISCAYNE**
7 **PARK, FLORIDA AUTHORIZING THE**
8 **APPROPRIATE VILLAGE OFFICIALS TO**
9 **EXECUTE THE AMENDMENT TO THE**
10 **PROFESSIONAL CONSULTANT SERVICES**
11 **AGREEMENT BETWEEN THE VILLAGE OF**
12 **BISCAYNE PARK AND CRAIG A. SMITH &**
13 **ASSOCIATES FOR THE DEVELOPMENT OF A**
14 **STORMWATER MASTER PLAN; PROVIDING**
15 **FOR AN EFFECTIVE DATE**

16
17 WHEREAS, on February 4, 2014, the Village of Biscayne Park and Craig A. Smith &
18 Associates entered into a Professional Consultant Services Agreement for the provision of
19 consulting services related to professional civil engineering, which Agreement is incorporated
20 herein by reference as Exhibit "1" (hereinafter the "Agreement"); and

21 WHEREAS, the parties are desirous of amending the Agreement to include
22 professional engineering services for the development of a stormwater master plan; and

23 WHEREAS, the Village Commission has found it to be in the best interests of the
24 Village and its residents to amend the Agreement;

25
26 **NOW THEREFORE IT IS HEREBY RESOLVED BY THE VILLAGE**
27 **COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA, AS**
28 **FOLLOWS:**

29
30 **Section 1.** The foregoing "WHEREAS" clauses are hereby ratified as true and correct
31 and incorporated herein by this reference.

32 **Section 2.** The appropriate Village officials are hereby authorized to execute the
33 Amendment to the Professional Consultant Services Agreement between the Village of

1 Biscayne Park and Craig A. Smith & Associates for the development of a stormwater master
2 plan, incorporated herein by reference as Exhibit “2”.

3 **Section 3.** This Resolution shall take effect upon adoption.

4

5 PASSED AND ADOPTED this ___ day of _____, 2015.

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 Anderson: ___

12

Commissioner Jonas: ___

13

Attest:

Commissioner Ross: ___

14

Commissioner Watts: ___

15

16

17

18

Maria C. Camara, Village Clerk

19

20

Approved as to form:

21

22

23

24

25

John J. Hearn, Village Attorney

26

27

**AMENDMENT TO PROFESSIONAL CONSULTANT SERVICES AGREEMENT
BETWEEN THE VILLAGE OF BISCAYNE PARK AND
CRAIG A. SMITH & ASSOCIATES**

WHEREAS, on February 4, 2014, the Village of Biscayne Park (hereinafter the "Village") and Craig A. Smith & Associates (hereinafter the "Consultant") entered into a Professional Consultant Services Agreement to perform consulting services related to professional civil engineering, which Agreement is incorporated herein by reference as Exhibit "1" (hereinafter the "Agreement"); and

WHEREAS, the parties are desirous of amending the Agreement to include professional engineering services for the development of a stormwater master plan;

NOW THEREFORE, in consideration of the premises hereof, the mutual promises and agreements contained herein, and the payments to be made to Consultant for services rendered to the Village hereunder, the parties hereby agree as follows:

Section 1. The above recitals are acknowledged and incorporated herein.

Section 2. The Agreement shall be amended to include professional engineering services for the development of a stormwater master plan.

Section 3. All Other Conditions and Terms: All conditions and terms of the Agreement between the Village of Biscayne Park and Craig A. Smith & Associates executed on February 4, 2014 not specifically amended herein remain in full force and effect. In the event of any conflict, this Amendment will supersede all other terms. In the event of ambiguity, the most conservative interpretation consistent with the public interest is intended.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment the day and year first above written.

ATTEST:

VILLAGE OF BISCAYNE PARK,
FLORIDA

Maria Camara, Village Clerk

David Coviello, Mayor

APPROVED AS TO FORM:

John J. Hearn, Village Attorney

CRAIG A. SMITH & ASSOCIATES

BY: _____

Print Name: _____

Title: _____

State of _____
County of _____

On this, the _____ day of _____, 2015, before me, the undersigned Notary Public of the State of Florida, the foregoing instrument was acknowledged by _____ (name of authorized signer), _____ (title of authorized signer), of CRAIG A. SMITH & ASSOCIATES on behalf of the corporation.

WITNESS my hand and official seal this ___ day of _____, 2015.

Notary Public, State of

Printed, typed or stamped name of Notary
Public exactly as commissioned
Personally known to me, or
Produced identification:

(type of identification produced)

**PROFESSIONAL CONSULTANT
SERVICES AGREEMENT**

THIS IS AN AGREEMENT, dated the 4th day of February, 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: Craig A. Smith & Associates
7777 Glades Road, Suite 410
Boca Raton, FL 33434

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 C. Camara
MARIA CAMARA
VILLAGE CLERK

BY: David Coviello
DAVID COVIELLO
MAYOR

APPROVED AS TO FORM.

John Hearn
JOHN HEARN
VILLAGE ATTORNEY

CONSULTANT

ATTEST:

CRAIG A. SMITH & ASSOCIATES

BY: Stephen A. McBride
STEPHEN A. McBRIDE
(Print Name)

BY: Gene R. Schriener
GENE R. SCHRINER
(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 GENE R. SCHRINER 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 23RD day of MARCH, 2015.

My Commission Expires: 01/25/2017

Amanda J. Kidwell
NOTARY PUBLIC

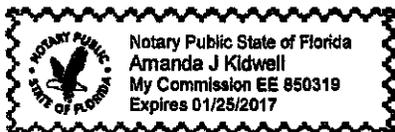


EXHIBIT "A"

VILLAGE OF BISCAYNE PARK

Hourly Rate Schedule
Craig A. Smith & Associates, Inc.

Principals	\$210.00
Court Testimony	\$200.00
Vice President	\$175.00
Senior Supervising Engineer	\$168.00
Supervising Engineer	\$151.00
Project Manager	\$130.00
Project Engineer	\$105.00
Senior Engineering Technician	\$112.00
Engineering Technician	\$86.00
CADD Technician	\$81.00
Senior Field Representative	\$112.00
Field Representative	\$90.00
Senior Professional Surveyor & Mapper	\$124.00
Professional Surveyor and Mapper	\$108.00
Survey Coordination Manager	\$90.00
Survey Technician	\$88.00
Clerical	\$55.00
Survey Crew, Vehicle, Standard Equipment	\$145.00
Survey Crew, Vehicle, GPS	\$180.00
Survey Crew - overtime	\$160.00
Survey Crew - pile staking	\$180.00

These rates are in effect for services rendered commencing March 1, 2013 .

1. Hourly rates are effective for calendar year 2013 and are subject to annual Adjustment.
2. Other direct costs shall be invoiced as a direct expense times ten percent (10%). Other direct costs include, but are not limited to, travel, lower tier sub-contractors, shipping, reproduction services and equipment.

VILLAGE OF BISCAYNE PARK

PROPOSED SCOPE OF SERVICES AND PROPOSED FEE

FOR

PROFESSIONAL ENGINEERING SERVICES

FOR

**DEVELOPMENT OF A STORMWATER
MASTER PLAN**

DATED: August 3, 2015

CRAIG A. SMITH & ASSOCIATES

Consulting Engineers • Planners • Surveyors

7777 Glades Road, Suite 410, Boca Raton, FL 33434

Broward (954) 782-8222, Palm Beach (561) 314-4457, Dade (305) 940-4661

FAX (561) 314-4457

CRAIG A. SMITH & ASSOCIATES

PROPOSED SCOPE OF SERVICES AND PROPOSED FEE

FOR

**DEVELOPMENT OF A STORMWATER
MASTER PLAN**

PROJECT NAME: VILLAGE OF BISCAYNE PARK

PROPOSAL NO: P3130A

PROJECT DESCRIPTION: Providing professional engineering, conceptual design and cost estimates for the preparation of a Stormwater Master Plan described in Exhibit "A" (attached) and identified as STORMWATER MASTER PLAN:

OWNER: Village of Biscayne Park

Attention: Heidi Siegel, AICP, Village Manager

Address: 6400 NE 114th Street
Village of Biscayne Park, FL 33161

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

EXHIBIT "A"

VILLAGE OF BISCAYNE PARK

STORMWATER MASTER PLAN

SCOPE OF SERVICES

INTRODUCTION

The Village of Biscayne Park was developed in the 1920's and incorporated as its own municipality in 1931. The Village is bounded by the railroad on the east side, Griffing Boulevard on the west side and NE 121st Street to the north. Each of these thoroughfares was constructed predominantly at higher elevations than the Village, creating an inverted concaved effect for water to collect with no means of discharging. As the Village grew, the stormwater runoff increased. Much of the Village was developed without an adequate infrastructure to remove and treat stormwater runoff. With no positive outfall the Village relies on percolation and evaporation. During peak rainfall events in summer months the limited amount of exfiltration trench that the Village relies on for storage is limited due to higher water tables. As a result, much of the Village experiences flooding after even minor storm events.

Current regulations and environmental concerns have increased the need to create an overall Stormwater Master Plan to address both the quantity and quality of runoff within the Village. In a push across the nation, Municipalities are being required to implement a plan to reduce off-site discharge and increase water quality treatment. Specifically, the Environmental Protection Agency (EPA) passed legislation as part of the Clean Water Act of 1987 in the final rule of the National Pollutant Discharge Elimination System (NPDES) Permit Regulations for Stormwater Discharges published in the November 16, 1990, Federal Register which required Cities to obtain permits and provide and implement a plan to reduce pollutant loading from stormwater discharges.

The purpose of this project is to inventory, evaluate and recommend future improvements to the Village's stormwater management system infrastructure. This stormwater management system evaluation is to serve as a tool to be used by the Village to decrease stormwater runoff, increase water quality and to reduce flooding in flood prone areas of the Village. This Stormwater Master Plan will be designed to be used as a systematic phased approach to achieving these goals within the Village's budgetary constraints.

This Master Plan will provide construction cost estimates and priorities for developing a comprehensive phased program. The Plan will also assist the Village for future regulatory compliance of the Clean Water Act and the NPDES Program for Non-Point Source Discharge Compliance.

SCOPE OF PROJECT (STORMWATER)

The scope of the project is to create an overall Stormwater Master Plan to identify, document and evaluate the Village's existing stormwater management system. The plan will identify flood prone areas and evaluate the severity of the flooding problems. The Stormwater Master Plan will outline a systematic phased approach to achieve reduced flooding in flood prone areas, increase the quality of water discharged from the Village, increase the efficiency of the existing system and to identify potential, new infrastructure required to achieve these goals. More specifically the scope is as follows:

I. INFORMATION GATHERING

Gather and review existing data pertinent to the project. This information includes:

1. Village of Biscayne Park MS4/NPDES Permit & Stormwater Pollution Prevention Plan (Village to provide).
2. Meet with Village Building Department officials to obtain information on the Village's criteria for minimum design standards, minimum finished floor elevations and minimum crown of road elevations.
3. Copies of D.O.T. As-Builts/Designs for Stormwater Systems within the Village (if applicable).
4. Copies of County Drawings for County Drainage Systems (if applicable).
5. Information on Village drainage system inventory as obtained from Village staff or by Visual Inspection (to include catch basin locations and pipe size, material and distance from pipe invert to rim).
6. SFWMD/DERM files of permitted systems within the Village.
7. SFWMD/DERM resources on control elevations, known flood elevations, permit requirements and allowable discharges.
8. Miami-Dade County's surface water permitting requirements.
9. Maps of Miami-Dade County resources including:
 - a. USGS Topographic Information
 - b. Wetlands
 - c. Contaminated Sites
 - d. Ambient Monitoring Sites
 - e. Drainage Basins
 - f. FEMA Flood Zone Designations
 - g. Natural Resource areas
 - h. Soils Information
 - i. Well fields and Protection Zones
 - j. Saltwater Intrusion
 - k. Neighboring Water Bodies
 - l. Water Table Elevations
 - m. Arterial Roadways Map
 - n. Traffic Count Map

TASK I LUMP SUM FEE: \$ 8,500.00

II. FIELD SURVEY AND MAPPING (DATA COLLECTION)

Review the available information as it pertains to the specific tasks outlined below. Provide survey work as required to perform these tasks. Survey work anticipated includes:

1. Establish Survey Control, baseline and stationing throughout the Village.
2. Preparation of Village Atlas Base Map, based on plat information, including delineated right-of-ways, platted utility easements, alleyways, residential lots, roadways and grades.
3. Investigate and document systems not shown in the obtained information. Spot verify the location and elevation of drainage structures and conveyance pipes, and sizes, of those drainage systems obtained from as-builts. Incorporate this information into the Village Base Map.
4. Obtain paving elevations and catch basin rim elevations and inverts sufficient for conceptual stormwater modeling and analysis. (approximate 200' intervals within Village R/W)
5. Obtain surface and swale grades to analyze existing road drainage.
6. Obtain topographic information and sample finished floor elevations sufficient to evaluate basin divides and conveyance system effectiveness.

TASK II LUMP SUM FEE: \$ 37,000.00

III. ASSEMBLE AND EVALUATE COLLECTED INFORMATION

Review and evaluate the information collected. Assemble the information in a Report for the Village. Deliver five copies to the Village for their review and records. Create thematic maps of the Village of Biscayne Park which include:

- Drainage basins and sub-basins within the Village of Biscayne Park
- Existing and conceptual Stormwater Conveyance Systems within the Village
- Known Village owned outfalls into open waters
- Canals and water bodies which accept and convey stormwater
- Known control elevations of canals and water bodies
- Existing and proposed road network within the Village of Biscayne Park

Meet with Village to review maps. Update maps as required. In addition to hard copies, provide all plans and atlas in digital format compatible with AutoCAD, (civil 3D, 2008-2015).

TASK III LUMP SUM FEE: \$ 17,500.00

IV. DEFINE AND PRIORITIZE PROBLEM AREAS

Meet with Village to identify and evaluate problem areas of critical concern. Define a process to evaluate the severity of each problem area including physical inspections and monitoring during storm events and provide Flood Surveys/ Questionnaires for resident input. Prioritize based on the duration and severity of flooding, with respect to the rainfall event, along with current land use and potential for damage. Create a Map and evaluation report of the identified problem areas. Establish Levels of Service (LOS) for existing and proposed facilities.

Meet with Village to review maps and evaluations. Revise the report and evaluation as necessary for inclusion in the final Stormwater Master Plan.

TASK IV LUMP SUM FEE: \$ 18,000.00

V. IDENTIFY AND EVALUATE POSSIBLE SOLUTIONS (PRELIMINARY ANALYSIS AND DESIGN)/ PREPARE STORMWATER MASTER PLAN REPORT AND DISTRIBUTE COMPLETED DOCUMENT

Based on the information gathered above, identify and evaluate solutions and improvements, that can be initiated, which will improve water quality and reduce flooding within the Village. Perform conceptual drainage calculations required to specify potential conveyance pipe sizes and conceptual hydraulic and hydrologic modeling. Layout conceptually designed drainage infrastructures indentifying structures, pipes, pump stations, potential stormwater storage basins and discharge outfalls. Outfalls are evaluated and reviewed for best locations, the need for drainage easements and discharge criteria. Prepare conceptual stormwater construction and engineering cost estimates based on phasing and priorities. Provide Geotechnical Engineering services to conduct asphalt corings to determine the thickness of the existing roads and provide soil borings to determine the existing thickness and material makeup of the base and sub-base.

Develop a general, systematic approach for Village Officials and Planners to follow in initiating site specific solutions. Provide minimum construction standards, application criteria and standard details for drainage systems and structures within the final Master Plan. Summarize permitting requirements and applicable agencies. Prepare a narrative report of stormwater findings and recommendations. Prepare, assemble and distribute Final Stormwater Master Plan document.

TASK V LUMP SUM FEE: \$ 46,000.00

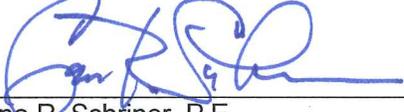
GEOTECH ALLOWANCE FEE: \$ 7,500.00

TOTAL STORMWATER MASTER PLAN FEE: \$ 134,500.00

If this proposal is acceptable, please execute in the space provided and return one executed copy to our office as our notice to proceed. We appreciate your business and thank you for this opportunity.

AGREED TO AND ACCEPTED BY:

CRAIG A. SMITH & ASSOCIATES



Gene R. Schriener, P.E.
President

VILLAGE OF BISCAYNE PARK

Heidi Siegel, AICP, Village Manager

Date



Village of Biscayne Park Commission Agenda Report

Village Commission Meeting Date: November 10, 2015

Subject: Resolution 2015-53

Prepared By: Mayor David Coviello

Sponsored By: Commission

Background:

The Low Income Home Energy Assistance Program (LIHEAP) is an effective and successful program in meeting the energy needs of low income elderly, disabled veterans and poor working households. If a household is approved by a Florida agency to receive assistance, the resulting credit to an energy provider can cover part of an approved household's heating or cooling costs.

Recently, LIHEAP's appropriation has fallen, despite growing needs for the program. If Congress were to follow the proposed LIHEAP enabling law, Florida looks to gain \$38.5 million and their fair share of the funding.

Thank you to Councilman Alix Desulme of the City of North Miami for forwarding this important legislation to our attention.

Recommendation: Approval of Resolution 2015-53

Attachments: Resolution 2015-53; LIHEAP Fact Sheet

1 **WHEREAS**, the Low Income Home Energy Assistance Program (LIHEAP) has been
2 an effective and successful program in meeting the energy needs of low-income elderly,
3 disabled, veterans and poor working households, and those making the difficult transition
4 from welfare to work, throughout the United States, including Florida; and

5 **WHEREAS**, LIHEAP is not an entitlement, but rather a targeted block grant program
6 which provides flexible Federal-State partnerships and is the foundation for many programs
7 authorized by state public utility commissions to assist low-income customers to meet their
8 bill payment obligations through direct assistance; to prevent service terminations during
9 cold and hot weather emergencies; to make the transition from public assistance to economic
10 self-reliance; to help low-income households remain economically self-sufficient; and

11 **WHEREAS**, federal LIHEAP funding has declined from \$5.1 billion in 2010 to \$3.4
12 billion in 2015; and

13 **WHEREAS**, less than 135,000 Florida households received LIHEAP assistance in
14 2014, or less than ten (10%) of all eligible; and

15 **WHEREAS**, according to the National Energy Assistance Directors Association, many
16 low-income families “will have few choices but to cut back on essential necessities, such as
17 medicine, food, and clothing”; and

18 **WHEREAS**, The National Energy and Utility Affordability Coalition (NEUAC) and
19 other consumer advocate groups support increased LIHEAP funding and have asked that
20 LIHEAP funding be increased to \$4.7 billion for FY 2016, which is the fully authorized
21 funding level approved in the Energy Policy Act of 2005; and

22
23 **WHEREAS**, another impactful solution to increase Florida’s share of funding, without
24 increasing the overall federal LIHEAP budget, is for Congressional budget appropriators to
25 simply “follow enabling law” – the allocation formula actually prescribed by Congress.
26 Florida and other states (especially warm weather states) in great need would see a
27 significant increase in their LIHEAP share, as the enabling law recognizes the dangers of
28 extreme heat as well as extreme cold. It also factors in energy costs and the most recent
29 demographics of population and poverty. In fact, the Congressional Research Service’s latest
30 (June 25, 2015) estimate confirmed that Florida would conservatively gain an additional

1 \$38.5 million in LIHEAP funding - or 55% - if appropriations adhered to LIHEAP's enabling
2 law. This is with no increase in the current federal funding total of \$3.39 billion.

3
4 **NOW THEREFORE IT IS HEREBY RESOLVED BY THE VILLAGE**
5 **COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA, AS**
6 **FOLLOWS:**

7 **Section 1.** The foregoing "WHEREAS" clauses are hereby ratified as true and
8 correct and incorporated herein by this reference.

9 **Section 2.** The Village Commission of the Village of Biscayne Park urges
10 the Appropriations Committee of the United States House of Representatives and Congress
11 to appropriate LIHEAP funding of at least \$3.39 billion in the FY 2016 budget; and that
12 Congress follow the enabling law when determining appropriations by state.

13 **Section 3.** That a copy of this resolution be sent to all members of
14 Congress, seeking their support continued funding for this program.

15 **Section 4.** This Resolution shall take effect upon adoption.

16
17 PASSED AND ADOPTED this ___ day of _____, 2015.

18
19 **The foregoing resolution upon being**
20 **put to a vote, the vote was as follows:**

21
22 _____
23 David Coviello, Mayor

24
25 Attest:

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29 _____
30 Maria C. Camara, Village Clerk

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32
33 Approved as to form:

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35
36
37 _____
38 John J. Hearn, Village Attorney

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



At Issue: The Low Income Home Energy Assistance Program (LIHEAP)

Florida's LIHEAP Funding Jumps +55% if Congress Follows Enabling Law

- LIHEAP needs at least \$3.39 billion in FY16. Between FY09 and FY15, LIHEAP's appropriation has fallen 35% - from \$5.1 to \$3.39 billion – despite growing need for the program.
- If LIHEAP's enabling law is followed, Florida and other affected states would receive their fair share of funding. The US Congressional Research Service (CRS) reports Florida gains \$38.5 million (+55%) if Congress were to just follow LIHEAP's enabling law, even if it level-funds the program in FY16.

Background

LIHEAP isn't an entitlement. If a household is approved by a Florida agency to receive assistance, the resulting credit to an energy provider can cover part of an approved household's heating or cooling costs. Households must apply and be verified as eligible to meet program criteria. Florida prioritizes households with elderly, handicapped, preschoolers and high energy burdens.

How LIHEAP's Enabling Law is Supposed to Work

LIHEAP's enabling law requires funds **under** \$1.975 billion be disbursed through the program's "old" formula, which favors cold weather states. Funds **over** \$1.975 billion are to flow through LIHEAP's "new" formula, which improves benefits to warm-weather and growth states.

The Problem

LIHEAP's "new" formula has been unfairly overridden within annual 'Labor/ HHS' and continuing appropriations bills. This wording shunts almost \$1 billion from LIHEAP's "new" formula to its "old" one without explanation. **This takes millions of dollars away from thousands of at-risk Floridians.**

FY16's SENATE REPORT LANGUAGE OFFERS A STEP IN THE RIGHT DIRECTION

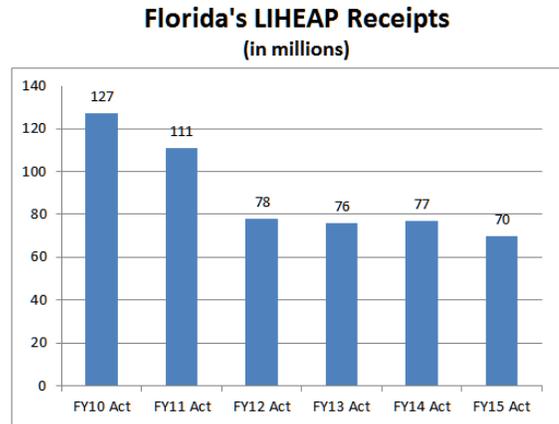
Given the Senate's recognition of the LIHEAP formula diversion issue, the following language now accompanies its FY16 Labor/HHS Appropriations bill: *"Since FY 2009 appropriations language has modified the statutory formula for allocating funds to States. As a result, the vast majority of funding is allocated based on historical allocation levels, and a much smaller amount based on dynamic factors such as the number of low income households and home heating and cooling costs by State. The Committee directs the Secretary to submit a report within 90 days of enactment of this act on the average home heating and cooling costs of low-income households by State and the average LIHEAP assistance payment by State."*

Further, HHS should include in future budget justifications estimated State allocations as proposed in the budget request, and, if different, based on the underlying statutory formula, home heating and cooling costs of low-income households by State and the average LIHEAP assistance payment by State."

At Issue: The Low Income Home Energy Assistance Program (LIHEAP) – Page 2

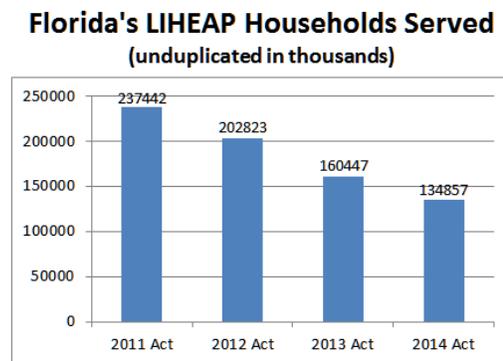
The Congressional Research Service's 6/25/15 estimate confirms Florida gains an additional \$38.5 million in LIHEAP funding, a 55% gain, if appropriators follow LIHEAP's enabling law, even if funded at \$3.39 billion in FY16!

For FY15, Florida received \$70.6 million, down from Florida's FY10 peak of \$127 million – a 45% decrease. **Florida could again be short-changed in FY16**, unless Appropriators remedy this long-smoldering fair share issue, or boost overall funding.



The Need for LIHEAP is Growing

- More than 2 million Florida households qualified for LIHEAP last year, yet only 7% of these eligible households actually received assistance! Nationally, 20% of eligible households received assistance. Florida's ability to serve less than the US average is directly attributable to diversion of its needed share of LIHEAP's "new" formula funds.
- In 2013, the national poverty rate was 14.5% and 45.3 million Americans lived in poverty, these numbers are unchanged for their all-time highs.³
- Florida's poverty rate climbed from 12.1% in 2007 to 17.1% in 2012, and was 17% in 2013.³



LIHEAP Prioritizes Vulnerable Households

- Florida's priority demographics for LIHEAP are those who are at especially high risk from **hot weather, which takes more lives than all other kinds of severe weather combined**. With warm-weather averages reaching an all-time high in July 2015, Florida's need for LIHEAP is more critical than ever.¹
- Nationally, state LIHEAP administrators report that nearly 90% of LIHEAP recipient households had at least one vulnerable person – a senior age 60 or older, a child under 18, or someone with a disability.²

Dangers of Extreme Heat and Other Mitigating Factors Need to be Considered

LIHEAP's enabling law calibrates for the dangers of extreme heat and cold, energy costs and current poverty demographics. We urge appropriators to trust enabling law to do its job.^{1,3}

Learn More about LIHEAP in Florida - <http://www.floridajobs.org/job-seekers-community-services/community-services/lowincome-home-energy-assistance-program>

Learn More about FPL's Payment Assistance Programs - <http://www.fpl.com/help>

1 – NOAA – July hottest month on record - <http://www.cnn.com/2015/08/20/us/noaa-global-climate-analysis/>

2 - "2011 NEADA Survey Summary Report" http://neada.org/wp-content/uploads/2013/05/FINAL_NEADA_2011_Summary_Report1.pdf

3 - <http://www.statista.com/statistics/205451/poverty-rate-in-florida/>



Village of Biscayne Park

Commission Agenda Report

Village Commission Meeting Date: November 10, 2015

Subject: Public Hearing - Variance Request

Prepared By: Maria C. Camara, Village Clerk

Sponsored By: Staff

Background

Property owners Lawrence & Chandra Peña at 831 NE 109th St. have submitted a request for a variance of the zoning code of the Village of Biscayne Park. The section of the code to be appealed is as follows:

11.7.3 – Only one (1) utility shed shall be permitted per building site and shall not exceed one hundred (100) square feet in area and shall not have a height greater than nine (9) feet, and no utility service shall be connected thereto.

The variance being requested is to allow a shed to be installed that is 10' x 20' (200 sq. ft.).

The request for the variance was heard at the Planning & Zoning Board meeting on November 2nd. At the meeting, the item was tabled pending the resident's decision on whether to proceed with the variance.

The request for the variance before the Commission will be deferred to a date certain.



Village of Biscayne Park Commission Agenda Report

Village Commission Meeting Date: November 10, 2015

Subject: Ordinance 2015 -- 08 Finalizing and Adopting the Annual Operating Budget for Fiscal Year 2014-2015 by Amending Various Parts of the Budget

Prepared By: Heidi Siegel, AICP, Village Manager

Sponsored By: Staff

BACKGROUND

Based on actual data through September 30, 2015, for each department's line items, the following final amendments are required to the adopted budget for fiscal year 2014-15.

EXPENDITURES HIGHLIGHTS:

1. Village Commission
 - a. Professional Fees -- Foundation Audit not needed (decrease)
 - b. Commission Salary line item is over budget due to fourth quarter of previous year being posted to line. Will be offset by Revenue line item "Reimbursement of Prior Year Expenses" (increase)
 - c. Under budgeted memberships (increase)
2. Finance
 - a. Accrued leave payout of employee per Personnel Rules and Regulations. (increase)
3. General Government
 - a. Unbudgeted previous self-insured Workmen's Compensation claims (increase)
 - b. Over budgeted legal services (decrease)
 - c. Under budgeted telephone equipment costs for new Village Hall
4. Police Department
 - a. Accrued leave payout of employees per collective bargaining agreement (increase)
 - b. Salary item is over budget due to fourth quarter of previous year being posted to current year (increase)
 - c. Unused "comp time" payout (decrease)
 - d. Unused Court time (decrease)
 - e. Unused special legal service budget (decrease)

November 10, 2015

Commission Agenda Report

Ordinance 2015--08 Finalizing and Adopting the Annual Operating Budget for Fiscal Year 2014-2015

- f. Over budgeted gasoline (decrease)

- 7. Building Department
 - a. Under budgeted cost sharing due to higher than expected building permit. To be off-set in revenues due to cost sharing contractual agreements (increase)

- 5. Code Compliance
 - a. Over budgeted accounting software costs (decrease)

- 6. Public Works
 - a. Increase in tree trimming and unhealthy tree removal activities (increase)
 - b. Storage costs associated with Village Hall move (increase)

- 7. Parks & Recreation
 - a. Increase in field maintenance (increase)
 - b. Fumigation of Recreation Center for termite (increase)
 - c. Salary saving by utilizing part-time employees (decrease)

While the final budget shows an overage in expenses by \$18,190 in expenses, two items need to be noted:

1. Per Resolution 2015-09, an “expense” of \$75,148 was created by the transfer of extra revenue from the sale of garbage trucks to the capital improvement fund. This transfer generated a new expense line as a “Transfer Out” and created an artificial general fund expense. Without this transfer (expenditure) there would have been a savings of \$56,958 in expenses.

2. Greater than anticipated building permit revenue created a higher than budgeted “expense” in the building department budget in the form of “Professional Fees” based on our contractual agreements with the building inspectors.

After the unique expenditures outlined above and based on the unaudited revenues over expenditures for fiscal year 2014-2015 there is a budget surplus of \$54,500 that may be added to reserves once the audit is completed for fiscal year 2014-15. This amount is \$17,500 more than what was originally budgeted for contingencies/ return to reserves and based on excess revenue of \$72,595.

STAFF RECOMMENDATION

Approval of Ordinance 2015-08 at first reading.

ATTACHMENTS

- Ordinance 2015-08
- Revenue/Expenditures Summary for Fiscal Year 2014-2015 based on Proposed Budget Amendments
- Summary all departments and line item expenditures and required budget amendments

1 **Section 3.** The Village Commission hereby ratifies and confirms all other provisions
2 of Ordinance 2014-10.

3 **Section 4. Conflicts.** That all Ordinances or parts of Ordinances, Resolutions or
4 parts thereof in conflict herewith, are and the same are hereby repealed to the extent of such
5 conflict.

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

12 **Section 6. Effective Date.** This Ordinance shall be effective upon adoption at
13 second reading.

14
15 The foregoing Ordinance was offered by _____ who moved its adoption.

16 The motion was seconded by _____ and upon being put to a vote, the vote was
17 as follows:

18 PASSED AND ADOPTED upon first reading this ___ day of _____, 2015.

19 PASSED AND ADOPTED upon second reading this ___ day of _____, 2015.

20

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

21
22
23
24
25 _____
26 David Coviello, Mayor

Mayor Coviello: ____
Vice Mayor Anderson: ____

Commissioner Jonas: ____
Commissioner Ross: ____
Commissioner Watts: ____

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Attest:

Maria C. Camara, Village Clerk

Approved as to form:

John J. Hearn, Village Attorney

BUDGET REPORT FOR VILLAGE OF BISCAYNE PARK
Calculations as of 09/30/2015
Based on Proposed Budget Amendments

GL NUMBER	DESCRIPTION	2014-15 ORIGINAL BUDGET	2014-15 ACTIVITY THRU 09/30/15	VARIANCE	2014-15 Projected % CHANGE
ESTIMATED REVENUES					
AD VALOREM TAXES		1,331,461	1,259,353	72,108.00	5.42%
UTILITY TAXES		289,962	317,113	(27,151.00)	-9.36%
CHARGE FOR SERVICES		145,016	247,155	(102,139.00)	-70.43%
FRANCHISE FEES		161,283	157,702	3,581.00	2.22%
OPERATING CONTRIBUTIONS		21,906	29,414	(7,508.00)	-34.27%
INTERGOVERNMENTAL REVENUES		291,458	328,743	(37,285.00)	-12.79%
JUDGEMENT & FINES		41,600	97,013	(55,413.00)	-133.20%
MISCELLANEOUS REVENUES		111,695	33,832	77,863.00	69.71%
TRANSFERS IN		98,730	95,381	3,349.00	3.39%
TOTAL ESTIMATED REVENUES		2,493,111	2,565,706	(72,595)	-2.91%
APPROPRIATIONS					
TRANSFER OUT		35,000	75,148	(40,148.00)	-114.71%
Totals for dept 511-Village Commission		23,718	21,397	2,321.00	9.79%
Totals for dept 512-Administration		206,082	205,804	278.00	0.13%
Totals for dept 513-Finance		147,327	149,761	(2,434.00)	-1.65%
Totals for dept 519-General Government		430,781	426,179	4,602.00	1.07%
Totals for dept 515-Planning & Zoning		42,000	42,000	0.00	0.00%
Totals for dept 524-Building Department		109,256	156,889	(47,633.00)	-43.60%
Totals for dept 521-Police		1,081,851	1,022,679	59,172.00	5.47%
Totals for dept 529-Code Enforcement		61,987	59,177	2,810.00	4.53%
Totals for dept 539-Public Works		187,626	193,127	(5,501.00)	-2.93%
Totals for dept 572-Parks and Recreation		167,483	159,140	8,343.00	4.98%
TOTAL APPROPRIATIONS		2,493,111	2,511,301	(18,190)	-0.73%
NET OF REVENUES/APPROPRIATIONS			54,405		

BUDGET REPORT FOR VILLAGE OF BISCAYNE PARK
Calculations as of 09/30/2015

GL NUMBER	DESCRIPTION	2014-15 ORIGINAL BUDGET	FINAL BUDGET AMENDMENT	AMENDMENT DESCRIPTION	2014-2015 REVISED FINAL BUDGET	2014-15 ACTIVITY THRU 09/30/15
Dept 511-Village Commission						
001-511-5110000.000	Commission Compensation/Reimbursement	12,000	501	Fourth Quarter previous year	12,501	12,500
001-511-5210000.000	Fica/Medicare	918	38		956	956
001-511-5310000.000	Professional Fees	3,500	(3,500)	Foundation Audit not needed	0	0
001-511-5400000.000	Travel & Per diem	1,500	318		1,818	1,818
001-511-5480000.000	Promotional Activities	2,500	(126)		2,374	2,375
001-511-5490000.150	Misc Special Events	0	514		514	514
001-511-5540000.200	MEMBERSHIPS	800	1,239	Under budgeted membership	2,039	2,039
001-511-5550000.000	Education & Training	2,500	(1,305)		1,195	1,195
Totals for dept 511-Village Commission		23,718	(2,321)		21,397	21,397
Dept 512-Administration						
001-512-5110000.000	Administrative Salaries	87,720	(614)		87,106	87,106
001-512-5120000.000	Regular Salaries	50,551	456		51,007	51,007
001-512-5210000.000	Fica/Medicare	10,578	121		10,699	10,699
001-512-5220000.000	Florida Retirement System	22,186	1,014		23,200	23,200
001-512-5230000.000	Health Insurance	12,487	1,019		13,506	13,506
001-512-5240000.000	Workman Compensation	0	0		0	0
001-512-5310000.000	Professional Fees	3,000	(383)		2,617	2,617
001-512-5400000.010	Car Allowance	4,800	0		4,800	4,800
001-512-5400000.200	Travel & Per Diem	1,500	251		1,751	1,751
001-512-5410000.010	Phone Stipend	2,160	0		2,160	2,160
001-512-5480000.000	Promotional Activities	2,000	(586)		1,414	1,414
001-512-5490000.100	Legal Advertising	5,000	(1,444)		3,556	3,556
001-512-5520000.000	Operating Supplies	0	0		0	0
001-512-5520000.210	Gasoline	0	114		114	114
001-512-5540000.200	Memberships	2,100	261		2,361	2,361
001-512-5550000.000	Education and Training	2,000	(802)		1,198	1,198
001-512-5600000.000	Miscellaneous Expenses	0	315		315	315
Totals for dept 512-Administration		206,082	(278)		205,804	205,804
Dept 513-Finance						
001-513-5120000.000	Regular Salaries	33,068	6,165	Payout of Employee	39,233	39,233
001-513-5140000.000	Overtime	1,000	(911)		89	89
001-513-5210000.000	Fica/Medicare	2,606	402		3,008	3,008
001-513-5220000.000	Florida Retirement System	2,511	438		2,949	2,949
001-513-5230000.000	Health Insurance	6,244	(132)		6,112	6,112
001-513-5240000.000	Workman Compensation	0	0		0	0
001-513-5300000.000	Bank Service Charges	900	(701)		199	199
001-513-5310000.000	Professional Fees	0	610		610	610
001-513-5320000.000	Professional Services-Audit Fees	20,000	(1,000)		19,000	19,000
001-513-5340000.010	Payroll Processing Fees	2,860	617		3,477	3,477
001-513-5340000.100	Contract Services-Finance	72,000	(3,000)		69,000	69,000

001-513-5340000.300	Annual Maintenance Fees-Accounting Softw	2,165	15		2,180	2,180
001-513-5400000.200	Travel and per diem	215	(215)		0	0
001-513-5540000.200	Memberships	200	330		530	530
001-513-5550000.000	Education & Training	225	397		622	622
001-513-5640000.100	Capital Acquisitions-Accounting & Permit	3,333	(581)		2,752	2,752
					0	
Totals for dept 513-Finance		147,327	2,434		149,761	149,761
Dept 519-General Government						
001-519-5120000.000	Regular Salaries	78,917	1,807		80,724	80,724
001-519-5450000.400	Flood Insurance	0	90		90	90
001-519-5210000.000	Fica/Medicare	5,856	310		6,166	6,166
001-519-5220000.000	Florida Retirement System	5,642	340		5,982	5,982
001-519-5230000.000	Health Insurance	11,939	1,434		13,373	13,373
001-519-5310000.101	Professional Services-Medical	1,770	428		2,198	2,198
001-519-5310000.102	Professional Services-IT	10,275	(846)		9,429	9,429
001-519-5310000.135	Professional Sevices-Lobbyist	15,000	1,500		16,500	16,500
001-519-5310000.150	Professional Services-Legal	70,000	(5,811)	Over budgeted	64,189	64,189
001-519-5310000.160	Professional Services-Other Legal	5,000	(4,637)	Over budgeted	363	363
001-519-5410000.010	Phone Stipend	480	(320)		160	160
001-519-5410000.100	Telephone/Communiations	4,000	14,924		18,924	18,924
001-519-5420000.000	Postage	5,000	(923)		4,077	4,077
001-519-5440000.100	Leased Equipment	3,000	1,124		4,124	4,124
001-519-5440000.420	Rental Storage Facility	3,540	(109)		3,431	3,431
001-519-5450000.050	Insurance-FMIT	148,371	7,766		156,137	156,137
001-519-5450000.200	Insurance-Old Workers Comp Claim	0	12,085	Unbudgeted previous claims	12,085	12,085
001-519-5460000.200	Repairs & Maintenance-Equipment	3,720	(570)		3,150	3,150
001-519-5460000.250	Repairs & Maintenance-Vehicles	900	(848)		52	52
001-519-5460000.500	Repairs & Maintenance-Pest Control	0	180		180	180
001-519-5470000.000	Printing	1,200	126		1,326	1,326
001-519-5480000.100	Promotional Activities-Newletter	4,000	(171)		3,829	3,829
001-519-5490000.000	Other Charge For Services	1,000	3,692		4,692	4,692
001-519-5490000.200	Filing Fees-Liens	1,500	(44)		1,456	1,456
001-519-5510000.000	Office Supplies	5,000	1,664		6,664	6,664
001-519-5520000.000	Operating Supplies	2,000	1,349		3,349	3,349
001-519-5520000.210	Gasoline	250	(164)		86	86
001-519-5540000.410	Subscriptions	179	260		439	439
001-519-5540000.420	MEMBERSHIPS	165	(165)		0	0
001-519-5550000.000	Education & Training	1,500	(1,500)		0	0
001-519-5640000.200	Capital Acquisitions-IT Project	1,500	(996)		504	504
001-519-5690000.000	General Contingencies	20,000	(20,000)		0	0
001-519-5695000.000	Return to General Fund Reserves	16,577	(16,577)		0	0
001-519-5820000.100	Aid to Private Organizations	2,500	0		2,500	2,500
					0	
Totals for dept 519-General Government		430,781	(4,602)		426,179	426,179
Dept 515-Planning & Zoning						
001-515-5310000.000	Professional Fees	42,000	0		42,000	42,000
					0	
Totals for dept 515-Planning & Zoning		42,000	0		42,000	42,000
Dept 524-Building Department						
001-524-5120000.000	Regular Salaries	36,050	412		36,462	36,462
001-524-5210000.000	Fica/Medicare	2,758	31		2,789	2,789

001-524-5220000.000	Florida Retirement System	2,657	19		2,676	2,676
001-524-5230000.000	Health Insurance	6,243	271		6,514	6,514
001-524-5240000.000	Workman Compensation	0	0		0	0
001-524-5310000.120	Professional Services-Inspectors	55,250	49,631	Under budgeted to be upset by revenue	104,881	104,881
001-524-5340000.300	Annual Maintenance Fees-Accounting Softw	2,165	(1,390)		775	775
001-524-5540000.200	Memberships	0	40		40	40
001-524-5550000.000	Education & Training	800	(800)		0	0
001-524-5640000.100	Capital Acquisitions-Accounting & Permit	3,333	(581)		2,752	2,752
Totals for dept 524-Building Department		109,256	47,633		156,889	156,889
Dept 521-Police						
001-521-5120000.000	Regular Salaries	517,607	29,911		547,518	547,518
001-521-5130000.000	Other Salaries & Wages	15,000	(14,800)	Unused comptime payout	200	200
001-521-5130000.100	Other Salaries & Wages-Part Time Salarie	16,898	(1,248)		15,650	15,650
001-521-5140000.000	Overtime	23,000	55,468		78,468	78,468
001-521-5150000.000	Special Pay	4,207	(2,807)		1,400	1,400
001-521-5160000.000	Court Pay	23,000	(21,144)	Unsued court time	1,856	1,856
001-521-5210000.000	Fica/Medicare	45,878	3,122		49,000	49,000
001-521-5220000.000	Florida Retirement System	118,029	(5,172)		112,857	112,857
001-521-5230000.000	Health Insurance	68,676	(1,263)		67,413	67,413
001-521-5240000.000	Workman Compensation	0	0		0	0
001-521-5310000.150	Professional Services-Legal	5,000	(5,000)	Unused special legal services	0	0
001-521-5400000.200	Travel & Per Diem	1,000	(255)		745	745
001-521-5410000.000	Telephone/Communiations	0	(146)		0	(146)
001-521-5410000.100	Telephone Stipends & Air Cards	6,480	(1,768)		4,712	4,712
001-521-5430000.302	Electric-Police	1,440	(355)		1,085	1,085
001-521-5440000.200	Rent Storage Facility	4,296	3,461		7,757	7,757
001-521-5440000.900	Financing Lease Copier	675	(549)		126	126
001-521-5460000.200	Repairs & Maintenance-Equipment	3,400	114		3,514	3,514
001-521-5460000.225	Repairs & Equipment-Radios	500	1,765		2,265	2,265
001-521-5460000.250	Repairs & Maintenance-Vehicles	28,000	20,670		48,670	48,670
001-521-5490000.250	Prosecution/Police Arrest Forms	1,500	(904)		596	596
001-521-5490000.350	Police Facility Retro Fit	1,000	(1,000)		0	0
001-521-5520000.000	Miscellaneous Operating Supplies	2,500	351		2,851	2,851
001-521-5520000.205	Uniforms & Cleaning	4,500	3,756		8,256	8,256
001-521-5520000.210	Gasoline	65,000	(26,517)	Over budgeted gasoline	38,483	38,483
001-521-5520000.400	K-9 Operating Supplies	1,000	(1,000)		0	0
001-521-5540000.200	Memberships	725	(24)		701	701
001-521-5550000.000	Education & Training	3,300	(1,276)		2,024	2,024
001-521-5701000.000	Debt Serving-Principal	21,246	(6,977)		14,269	14,269
001-521-5720500.000	Debt Serving-Interest	2,393	419		2,812	2,812
001-521-5800000.100	Byrne Grant	1,906	1,027		2,933	2,933
001-521-6400000.000	Capital Acquisitions-Equipment	93,695	(87,031)		6,664	6,664
Totals for dept 521-Police		1,081,851	(59,172)		1,022,679	1,022,679
Dept 529-Code Enforcement						
					0	0
001-529-5120000.000	Regular Salaries	39,720	586		40,306	40,306
001-529-5210000.000	Fica/Medicare	3,039	35		3,074	3,074
001-529-5220000.000	Florida Retirement System	2,927	46		2,973	2,973
001-529-5230000.000	Health Insurance	6,243	294		6,537	6,537
001-529-5340000.300	Annual Maintenance Fees-Accounting Softw	2,165	(2,165)	Over budgeted accounting software cost	0	0
001-529-5400000.000	Telephone/Communiations	960	(331)		629	629
001-529-5460000.250	Repairs & Maintenance-Vehicles	900	856		1,756	1,756

001-529-5520000.000	Operating Supplies	850	(527)		323	323
001-529-5520000.205	Uniforms & Cleaning	250	(182)		68	68
001-529-5520000.210	Gasoline	700	(234)		466	466
001-529-5540000.200	Memberships	100	25		125	125
001-529-5550000.000	Education & Training	800	(632)		168	168
001-529-5640000.100	Capital Acquisitions-Accounting & Permit	3,333	(581)		2,752	2,752
					0	
Totals for dept 529-Code Enforcement		61,987	(2,810)		59,177	59,177
Dept 539-Public Works						
001-539-5120000.000	Regular Salaries	95,161	751		95,912	95,912
001-539-5120000.210	Employee Bonuses	1,000	0		1,000	1,000
001-539-5140000.000	Overtime	0	113		113	113
001-539-5210000.000	Fica/Medicare	7,356	57		7,413	7,413
001-539-5220000.000	Florida Retirement System	7,013	(28)		6,985	6,985
001-539-5230000.000	Health Insurance	18,180	1,061		19,241	19,241
001-539-5410000.100	Telephone Stipend & Other Communications	600	(261)		339	339
001-539-5430000.301	Electric-Village Hall	4,200	(1,208)		2,992	2,992
001-539-5430000.303	Electric-Public Works	2,500	945		3,445	3,445
001-539-5430000.304	Electric-Entrance Sign	212	12		224	224
001-539-5430000.315	Water & Sewer	7,800	(4,995)		2,805	2,805
001-539-5440000.100	Leased Equipment	1,500	(134)		1,366	1,366
001-539-5460000.100	Repairs & Maintenance-Landscaping	21,000	(5,403)		15,597	15,597
001-539-5460000.160	Repairs & Maintenance-Log Cabin	1,500	1,650		3,150	3,150
001-539-5460000.200	Repairs & Maintenance-Equipment	3,000	2,006		5,006	5,006
001-539-5460000.250	Repairs & Maintenance-Vehicles	0	349		349	349
001-539-5460000.275	Repairs & Maintenance-Buildings	1,500	4,512	Storage for Village Hall move	6,012	6,012
001-539-5460000.280	Repairs & Maintenance-Tree Trimming & Re	7,500	4,129	Tree trimming and unhealthy tree removal	11,629	11,629
001-539-5520000.000	Miscellaneous Operating Supplies	2,000	2,797		4,797	4,797
001-539-5520000.205	Uniforms & Cleaning	1,000	1,893		2,893	2,893
001-539-5520000.210	Gasoline	1,604	(1,545)		59	59
001-539-5520000.215	Janitorial Supplies	2,000	(200)		1,800	1,800
001-539-5540000.200	Memberships	500	(500)		0	0
001-539-5550000.000	Education and Training	500	(500)		0	0
Totals for dept 539-Public Works		187,626	5,501		193,127	193,127
Dept 572-Parks and Recreation						
001-572-5120000.000	Regular Salaries	66,230	(23,126)	Only one full time employee	43,104	43,104
001-572-5130000.100	Other Salaries & Wages-Part Time Salarie	17,661	7,377		25,038	25,038
001-572-5140000.000	Overtime	500	(370)		130	130
001-572-5210000.000	Fica/Medicare	6,456	(1,249)		5,207	5,207
001-572-5220000.000	Florida Retirement System	6,220	(1,131)		5,089	5,089
001-572-5230000.000	Health Insurance	12,486	(4,850)		7,636	7,636
001-572-5340000.125	Contractual Services-Janitorial Services	3,500	(25)		3,475	3,475
001-572-5340000.900	Other Contractual Services	1,000	575		1,575	1,575
001-572-5400000.000	Telephone & other communiations	2,000	(1,925)		75	75
001-572-5410000.110	Telephone Stipend	480	(240)		240	240
001-572-5430000.120	Utilities-Recreation Center	5,400	796		6,196	6,196
001-572-5440000.100	Leased Equipment	750	(101)		649	649
001-572-5460000.100	Repairs & Maintenance-Landscaping	14,000	9,278	Increase in field maintenance	23,278	23,278
001-572-5460000.200	Repairs & Maintenance-Equipment	3,500	4,493		7,993	7,993
001-572-5460000.250	Repairs & Maintenance-Vehicles	1,150	(287)		863	863
001-572-5460000.275	Repairs & Maintenance-Buildings	10,000	(1,182)	Fumigation of Rec Center	8,818	8,818
001-572-5460000.400	Repairs & Maintenance-Irrigation	1,000	423		1,423	1,423

001-572-5490000.905	Concession Expenses	500	(434)		66	66
001-572-5490000.915	Miscellaneous Special Events	8,500	3,503		12,003	12,003
001-572-5490000.920	Add'l Programs-Cultural Council Grant	2,500	(343)		2,157	2,157
001-572-5520000.000	Miscellaneous Operating Supplies	1,000	653		1,653	1,653
001-572-5520000.201	Gas/Oil/Grease	250	(232)		18	18
001-572-5520000.205	Uniforms & Cleaning	350	(173)		177	177
001-572-5520000.210	Gasoline	900	(159)		741	741
001-572-5540000.200	Memberships	300	(80)		220	220
001-572-5550000.000	Education and Training	850	466		1,316	1,316
totals for dept 572-Parks and Recreation		167,483	(8,343)		159,140	159,140
001-000-5810000.000	Transfers Out	35,000	40,148	Proceeds from Sanitation trucks	75,148	75,148
TOTAL		2,493,111	18,190		2,511,301	2,511,301



Village of Biscayne Park Commission Agenda Report

Village Commission Meeting Date: November 10, 2014

Subject: Ordinance 2015-09 Board Residency
Requirements - Code Compliance
Board and Planning & Zoning Board;
Board Attendance

Prepared By: Maria Camara, Village Clerk

Sponsored By: Staff

Background

At its October 10th meeting, the Village Commission discussed:

- The residency requirements for the Planning & Zoning Board and there was consensus to have the Village Attorney draft an ordinance to change the requirements that members of both the Planning & Zoning Board and Code Compliance Board be property owners and residents of the Village.
- The Board attendance for all boards and there was consensus to have the Village Attorney draft an ordinance that all board members must advise prior to the meeting of their absence and the reason, and allow the Board to determine if it is an excused absence. Additionally, the absence and whether it is excused or not is to be included in the Board minutes.

Fiscal/Budget Impact

Cost for advertising and codification.

Recommendation

Approval of Ordinance 2015-09 at first reading.

Attachments

- Ordinance 2015-09

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ORDINANCE NO. 2015-09

AN ORDINANCE OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA AMENDING CHAPTER 2, SECTION 2-30 OF THE CODE OF ORDINANCES, CHAPTER 13, SECTION 13.2.2 OF THE LAND DEVELOPMENT CODE AND CHAPTER 14, SECTION 14.1.4 OF THE LAND DEVELOPMENT CODE TO PROVIDE REGULATIONS CONCERNING BOARD AND COMMITTEE MEMBER ABSENCES; PROVIDING FOR PLANNING AND ZONING BOARD MEMBERS TO BE PROPERTY OWNERS AS WELL AS RESIDENTS OF THE VILLAGE; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION; PROVIDING FOR AN EFFECTIVE DATE

21 WHEREAS, at its meeting of May 5, 2015, the Village Commission adopted Ordinance
22 2015-03 which modified language pertaining to Village Boards; and
23

24 WHEREAS, at its October 6, 2015 regular Commission meeting, the Village
25 Commission discussed clarifying the attendance requirements for the various boards and
26 committees in the Village; and
27

28 WHEREAS, the Village Commission provided direction to require planning board
29 members to be property owners in the Village; and
30

31 WHEREAS, the Village Commission finds it in the best interests of the Village to
32 approve this ordinance, authorizing the revisions consistent with Village staff's
33 recommendations;
34

35 **NOW, THEREFORE, BE IT ORDAINED BY THE VILLAGE COMMISSION OF**
36 **THE VILLAGE OF BISCAYNE PARK, FLORIDA:**
37

38 **Section 1.** The foregoing "Whereas" clauses are hereby ratified and confirmed as
39 being true and correct and are hereby made a specific part of this Ordinance upon adoption
40 hereof.
41

42 **Section 2.** Section 2-30 of the Code of Ordinances, entitled "General Rules and
43 Policies", is hereby amended to read as follows:
44

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

46 (a) Application of article; definitions; authority to appoint.
47

1 * * * *

2 (d) Attendance by members at meetings; resignation of members.

3 (1) Excessive absences defined. Except as may otherwise be provided by law, a member of
4 any board or committee may be removed by the village commission or village manager
5 for excessive absences. The term "excessive absences" shall mean:

6 a. For a board or committee that meets monthly on a regular basis, more than three (3)
7 unexcused absences in any consecutive twelve-month period.

8 b. For a board or committee which meets less often than monthly on a regular basis,
9 more than three (3) absences, excused or unexcused, in any consecutive twelve-
10 month period.

11 c. For a board or committee meeting more often than monthly on a regular basis,
12 more than five (5) unexcused absences, in any consecutive twelve-month period.

13 d. For an excused absence, a board or committee member must advise the village
14 clerk prior to the meeting of the fact that they will be absent and provide a reason
15 for that absence. The board or committee may vote to excuse the requested
16 absence at the same meeting the board or committee member is absent. The
17 absence, and whether or not the absence is excused or unexcused, is to be reflected
18 in the minutes.

19 (2) ~~Attendance Minutes/records. The staff liaison or board/committee secretary for each~~
20 ~~board or committee shall be required to keep attendance records and to submit monthly~~
21 ~~reports within five (5) days of each meeting to the village clerk setting forth both the~~
22 ~~excused and unexcused absences of each member of the board or committee.~~ The board
23 or committee must ensure that minutes are taken and are approved by the board or
24 committee on a regular basis. The minutes must provide the vote of each member on
25 each motion or, if absent, failing to vote, all of which shall be filed with the clerk
26 promptly. The village clerk shall prepare a standard form to be used by all boards and
27 committees to report their member's attendance at their meetings.

28
29 * * * *

30
31 **Section 3.** Chapter 13, Section 13.2.2, entitled "Term of Office", is hereby amended
32 to read as follows:

33
34 **13.2.2 Composition.** The five-member board shall be appointed by the village commission.
35 Members of the planning board shall be property owners and residents of the Village of Biscayne
36 Park.

37
38 **13.2.23 Term of office.** The initial appointments to the ~~code-compliance~~ planning board and the
39 alternate members shall be as follows:

- 40
41 (1) One (1) member appointed for a term of one (1) year.
42 (2) Two (2) members appointed for a term of two (2) years.
43 (3) Two (2) members appointed for a term of three (3) years.

1
2 Thereafter, all appointments shall be made for a term of three (3) years and shall take effect
3 on May 1 of the year the appointment is made. A member may be reappointed upon
4 approval of the village commission. Appointments to fill any vacancy on the planning board
5 shall be for the remainder of the unexpired term of office. ~~If any member who fails to attend~~
6 ~~two (2) of the three (3) successive meetings without cause and without prior approval of the~~
7 ~~chairman, the board shall declare the member's office vacant, and the village commission~~
8 ~~shall promptly fill such vacancy.~~ For an excused absence, a board or committee member
9 must advise the village clerk prior to the meeting of the fact that they will be absent and
10 provide a reason for that absence. The board or committee may vote to excuse the requested
11 absence at the same meeting the board or committee member is absent. The absence, and
12 whether or not the absence is excused or unexcused, is to be reflected in the minutes.
13

14 The members shall serve in accordance with the Village Charter and may be suspended and
15 removed for cause as provided in the Village Code for removal of members of village
16 boards.

17
18 **13.2.34 Application fees.** The village commission shall adopt by resolution a schedule of
19 application fees for functions performed by the planning board in response to applications
20 submitted by any person, corporation, organization or governmental entity.
21

22 * * * * *

23
24 **Section 4.** Chapter 14, Section 14.1.4 of the Code of Ordinances, entitled "Term of
25 Office", is hereby amended to read as follows:
26

27 14.1.4 *Term of office.* The initial appointments to the code compliance board and the alternate
28 members shall be as follows:
29

- 30 (1) One (1) member appointed for a term of one (1) year.
- 31 (2) Two (2) members appointed for a term of two (2) years.
- 32 (3) Two (2) members appointed for a term of three (3) years.
- 33

34 Thereafter, all appointments shall be made for a term of three (3) years and shall take effect
35 on May 1 of the year the appointment is made. A member may be reappointed upon
36 approval of the village commission. Appointments to fill any vacancy on the code
37 compliance board shall be for the remainder of the unexpired term of office. ~~If any member~~
38 ~~who fails to attend two (2) of the three (3) successive meetings without cause and without~~
39 ~~prior approval of the chairman, the board shall declare the member's office vacant, and the~~
40 ~~village commission shall promptly fill such vacancy.~~ For an excused absence, a board or
41 committee member must advise the village clerk prior to the meeting of the fact that they
42 will be absent and provide a reason for that absence. The board or committee may vote to
43 excuse the requested absence at the same meeting the board or committee member is absent.
44 The absence, and whether or not the absence is excused or unexcused, is to be reflected in
45 the minutes.
46

1 The members shall serve in accordance with the Village Charter and may be suspended and
2 removed for cause as provided in the Village Code for removal of members of village
3 boards.

4 **Section 5.** **Conflicts.** That all Ordinances or parts of Ordinances, Resolutions or parts
5 thereof in conflict herewith, be and the same are hereby repealed to the extent of such conflict.

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

12 **Section 7.** **Codification.** It is the intention of the Village Commission of the Village of
13 Biscayne Park, that the provisions of this Ordinance shall become and made a part of the Code of
14 Ordinances of the Village of Biscayne Park, Florida, and that the Sections of this Ordinance may be
15 renumbered, re-lettered and the word "Ordinance" may be changed to "Section," "Article" or other
16 word or phrase in order to accomplish such intention.

17 **Section 8.** **Effective Date.** This Ordinance shall be effective upon adoption on
18 second reading.

19
20 The foregoing Ordinance was offered by _____ who moved its adoption.
21 The motion was seconded by _____ and upon being put to a vote, the vote was
22 as follows:

23
24 PASSED AND ADOPTED upon first reading this ___ day of _____, 2015.

25 PASSED AND ADOPTED upon second reading this ___ day of _____, 2015.

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

David Coviello, Mayor

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

Attest:

Maria C. Camara, Village Clerk

Approved as to form:

John J. Hearn, Village Attorney



Village of Biscayne Park Commission Agenda Report

Village Commission Meeting Date: November 10, 2014

Subject: Village Boards

Prepared By: Maria Camara, Village Clerk

Sponsored By: Staff

Background

At the October 6th commission meeting, the Commission began a discussion regarding Village Boards which was left unfinished when the meeting concluded.

Attachments

- E-Mail communications from Ecology Board members Carmen DeBernardi and Richie Strassberg to disband the board.
- Memorandum from Commissioner Fred Jonas regarding "advisor boards".

Maria Camara

Subject: FW: Ecology board

From: Carmen DeBernardi [<mailto:carmen@buildmckenzie.com>]

Sent: Monday, October 19, 2015 11:11 AM

To: Maria Camara

Subject: Fwd: Ecology board

Good morning Maria - after sending out an email to all members of the Ecology Board requesting items for an agenda, the only response I received was from Richie Strassberg (see below). I happen to agree with Richie. Please let me know how to proceed from here. You may also call me on my cell 305-915-5359. Thank you Maria.

Carmen De Bernardi

Begin forwarded message:

rom: "Richie Strassberg" <richstrass@bellsouth.net>

ub ect: Ecology board

Date: October 16, 2015 at 5:04:33 PM EDT

To: "Carmen DeBernardi" <carmen@buildmckenzie.com>

After two months of no meetings and no communication I suggest we disband the Ecology Board. It appears there no overwhelming need for it at this time.

This is just my opinion.

Richie Strassberg



MEMORANDUM

Date: November 2, 2015
To: Village Commission
From: Commissioner Fred Jonas
Re: VBP "Advisory Boards"

Two of the resident groups in the Village are "quasi-judicial" in their considerations and in the results of their determinations. They can, up to a point, force Village residents to do certain things or not to do certain things. All of the other Boards are "advisory," in the sense that they can deliberate about one or another topic within their scope, and they can propose activity or direction. These Boards are, by the Village Charter, advisory to the Commission. The Commission can accept or reject the advice provided to it by the Boards.

The advisory Boards are not empowered to give advice to the Village Manager or to any other Village employee. No one in the Village, except the Commission, is answerable to the advisory Boards.

If the Commission accepts the advice of the advisory Board, it may act on this advice by "tasking" the Manager to do one thing or another. But even the Commission has no authority to task or direct any Village employee, except the Manager.

As a corollary to the Commission's responsibility to respond to the advice given by an advisory Board, it seems to me the Commission also has the authority to stimulate or request certain kinds of advice from these Boards. For example, if the Commission decided it would be advantageous in some way for the Village to inaugurate an event of some sort, or to consider programming at the recreation facilities, it might properly ask the Recreation Advisory Board to consider and plan such an event, or investigate current programming at such facilities. Or, if the Commission wanted to improve landscaping at a conspicuous place in the Village, such as the southern end of the 6th Avenue entry, it might properly ask the Parks and Parkways Board for design ideas and planning.

As a personal matter, I have always advocated for the Boards, and I have always intended to defer to them whenever possible. This is out of respect for whatever might be the expertise and special interests of the members



The Village of Biscayne Park

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

of the Board in question, as well as deference to Village residents who give of their time and trouble to sit on these Boards.

A problem can occur when the Village, or the Commission, want a certain kind of advice or input from the relevant Board, but the Board members do not wish to provide this kind of advice or input. Another problem can occur when what interests the Board members is something that does not require their input, or is already ongoing and adequately managed by other functions of the Village. Because the Village moved to professional management some years back, if the Boards want to manage what does not require their management, they run the risk of making themselves redundant, or irrelevant. Likewise, if the members of a certain Board are not disposed to provide to the Village the kind of input it needs from them, the Board similarly runs the risk of making unclear what opportunity the Board really represents to the Village. Either way, a Board can work itself out of real meaning, or even out of the necessity for existence.

An adequately integrated functional relationship is required between the Commission and the advisory Boards. There may be differences of opinion about one thing or another, and this kind of bridge will have to be crossed when the Commission and the Boards come to it. Ideally, this discrepancy will be resolved on the basis of mutual respect and a joint interest in the best functioning of the Village as a whole. Power struggles will never be a good way to address these discrepancies, since the Commission has great power, and the advisory Boards have none. If it was ever necessary for the Commission to overpower, or nullify, an advisory Board, it would certainly be with utmost dissatisfaction and disappointment, and it would mark a kind of failure on everyone's part.

And disputes can never be ad hominem: on the basis of personal senses of power or authority. This would be the worst failure of all.



Village of Biscayne Park Commission Agenda Report

Village Commission Meeting Date: October 6, 2015

Subject: Chapter 8 Revisions

Prepared By: Vice-Mayor Bob Anderson

Sponsored By: Commission

Background:

The Code Review Committee has been working on Chapter 8 Revisions for well over a year. I believe it is time for this commission to discuss this Chapter and provide clear direction to the committee, staff and our Village attorney so that we can move forward with this Chapter.

Fiscal/Budget Impact: Nothing at this time

Recommendation: Have discussion.

Attachments:

- BP Code Chapter 8 Recommendations
- Draft Chapter 8

CHAPTER 8. ENVIRONMENTAL MANAGEMENT

8.1. Generally.

8.1.1 *Purpose of chapter.* The purpose of this chapter is to provide measures to protect the air, water, habitat, and trees of the village, and furnish standards for landscaping, property maintenance, and avoidance of fire and explosive hazards.

8.2. Protection of natural resources.

8.2.1 *Air pollution.* To protect and enhance the air quality of the village, all sources of air pollution shall comply with rules set forth by the Federal Environmental Protection Agency and the Florida Department of Environmental Regulation. No person shall operate a regulated source of air pollution without a valid operating permit issued by the department of environmental regulation.

Reference--Federal environmental protection agency, Code of Federal Regulations, Title 40.

8.2.2 *Water pollution.* Standards are necessary to protect the quantity and quality of the principal source of water, the groundwater supply, to safeguard the health, safety and welfare of residents in the village and surrounding areas. The South Florida Water Management District's use rules and regulations shall apply.

State law references: Water resources act, F.S. Ch. 373.

8.2.3 *Habitat protection.*

(a) Bird Sanctuary. It is hereby declared that all the territory embraced within the village shall be and is hereby declared to be a bird sanctuary.

(b) Killing or harming birds prohibited. It shall be unlawful for any person to shoot, trap or in any manner kill or destroy birds within the village.

Cross references: Similar provisions, Code of Ordinances, §§ 3-1, 3-2.

8.2.4 *Tree protection.* It shall be unlawful for any person, unless otherwise permitted by the terms of Metro-Dade County Ordinance No. 89-8, and as may be amended, to do tree removal work or to effectively destroy any tree without first obtaining a permit from Metro-Dade County's Department of Environmental Regulation and Management. The following activities are exempt from tree removal permits:

(a) Removal of trees within the yard area of an existing residence, provided the trees are not specimen trees. This exemption does not apply to trees which are growing on rights-of-way and other public property.

(b) Removal of any dead tree.

(c) Removal of tree species specified by the Dade County Code (subsection 24-60(4)(f)).

(d) Removal of other trees as described in the Dade County Code (subsection 24-60(4)).

Cross references: Tree removal permit, § 16.10.

8.3. Landscaping.

8.3.1 *Approved plants.* As far as possible native species (including xeriscape plants) should be used for landscaping as these species are tolerant of and suited to the weather, insects, and soil conditions of the area, and need less water, fertilizer, and pesticides to ensure their survival. Lists of approved trees, shrubs and hedges; ground covers, and lawn grass, as well as prohibited plants, are designated in the Dade County Code and are hereby incorporated by reference into the village code.

8.4. Property maintenance.

8.4.1 *Lots and public rights-of-way.*

(a) It shall be the duty and obligation of all occupant-owners and occupant-lessees of lots in the village to maintain and keep in good condition their lots and the swale areas between the pavement edge and the property line which includes the sidewalk adjacent and contiguous to their lots. The duty hereby imposed upon such occupant-owners and occupant-lessees shall not extend to any property other than that included within the lot lines of the property as projected to include the swale area.

(b) Lots and public rights-of-way areas will be considered maintained if all the following requirements are met:

(i) Areas must be kept free from any accumulation of debris, decayed vegetable matter, filth, rubbish, trash, discarded building materials, glass, or any other materials dangerous to the public health, safety, and welfare;

(ii) The growth or accumulation of any grass, weeds, ~~non-native undergrowth~~ or other dead plant life ~~and trees~~ that exceeds the height of eight (8) inches from the ground must be removed by the property owner. (added Code Review Board – 4/24/2012 – Revised 12/5/12)

(iii) The planting of trees, palms and bamboo in the right of way is prohibited except by the Village. (Added by CRB – 12/5/12)

(c) A combination of paving and sodding of lots and rights-of-way area shall be permitted provided the impervious section does not exceed forty (40) percent of the total area and such paved areas shall be kept in good condition.

(d) None of the above standards shall be construed to preclude property owners from landscaping with approved trees or other permitted materials the public right-of-way area.

8.4.2 *Unightly and unused objects.* The storage and harboring of disused motor vehicles hereinafter sometimes referred to as junk vehicles and any other unused or unsightly personal property on any lot is prohibited and declared unlawful unless the same is stored in a suitable building erected on such lot in accordance with the building code and this code, or with respect to a vehicle, is covered by a material covering designed for such purpose.

For the purpose of determining whether a vehicle other than personality is junk, the code enforcement officer shall employ the criteria set forth in this Code, subsection 9-17(a)(1)--(5), and those criteria are specifically incorporated herein. All of the criteria which are relevant to the particular personality shall be considered in determining whether the property is junk, no one criterion being conclusive.

8.4.3 *Violations and enforcement.*

(a) Fences and walls not maintained in a safe condition and permitted to deteriorate or become unsightly shall constitute a violation of this code.

(b) Whenever there is any excessive growth of weeds and undergrowth, fallen or dead trees, or rubbish, debris, brush and unsightly and unsanitary matters located on any lot or public right-of-way in the village, it shall constitute a violation of this code.

(c) Any person owning land on which is stored any house car, camp car, trailer, unused or unsightly truck, wagon, buggy, boat, machinery or other unused or unsightly personal property, shall be considered in violation of this code.

(d) Enforcement of any of the above violations shall be through the civil citation procedure.

(e) Temporary exterior (*added by CRB 12/5/12*) holiday decorations and temporary lighting, provided they carry no advertising matter, shall not be placed forty five (45) days prior, and are removed fourteen days (14) (*thirty (30) days (added by CRB 12/5/12)*) after the holiday ends.

8.4.4 *Animals, etc., prohibited.* The following shall be prohibited:

(a) Bee hives or the breeding or raising of any insects, reptiles or animals other than customary pets.

(b) The keeping, breeding, or maintaining of horses, cattle or goats.

(c) The raising of poultry or fowl.

(Ord. No. 283, § 4, 10-5-93)

8.4.5 Storm Shutters placement. It is prohibited to maintain storm shutters on a structure beyond the officially declared hurricane season, unless hurricane conditions are expected to occur within thirty six (36) hours. *At least two (2) means of ingress and egress are provided through a door, window or garage. (added by CRB 12/5/12)*

Consistent with the provisions regarding storm shutters as defined and set forth in the Florida Building Code, as amended from time to time, it is prohibited to maintain storm shutters during hurricane season in a closed / secure position on a structure for periods in excess of five (5) business days unless:

(a) A hurricane occurs during the five (5) day period, at which point the five (5) day period begins a new after hurricane conditions have subsided;

(b) Hurricane conditions are expected to occur within thirty six (36) hours after the fifth day;

(c) The structure is used for residential purposes, but no person is in residence for a period in excess of ~~five (5) business days~~ *two (2) weeks (added by CRB 12/5/12)* and the owner / occupant registers with the police department on a form prepared by the city;

~~(d) At least two (2) means of ingress and egress are provided through a door, window or garage. (deleted by CRB on 12/5/12)~~

8.4.6 House numbers.

(a) All owners of buildings within the village shall prominently display the correct numerical address of their respective buildings upon their building in any location such that the numbers are clearly visible from the street at all times. Such number shall not be less than four (4) inches in height.

(b) All owners of buildings within the village having access to an alley shall prominently display the correct numerical address of their respective buildings upon their building in any location such that the numbers are clearly visible from the alley at all times. Such number shall not be less than four (4) inches in height.

(c) It shall be the duty of the owner to maintain the numbers in good condition.

8.5. Fire and explosive hazards.

8.5.1 *Fire and explosive standards.* The South Florida Fire Prevention Code, and as may be amended from time to time, is hereby incorporated into the village code. The storage, use, or manufacture of flammable or explosive materials in Biscayne Park is prohibited.

Revised 01 07 2013

CHAPTER 8. ENVIRONMENTAL MANAGEMENT

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Reference--Federal environmental protection agency, Code of Federal Regulations, Title 40.

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(ii) The growth or accumulation of any grass, weeds, ~~non-native undergrowth~~ or other dead plant life ~~and trees~~ that exceeds the height of eight (8) inches from the ground must be removed by the property owner. (added Code Review Board – 4/24/2012 – Revised 12/5/12)

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(c) Any person owning land on which is stored any house car, camp car, trailer, unused or unsightly truck, wagon, buggy, boat, machinery or other unused or unsightly personal property, shall be considered in violation of this code.

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(c) The structure is used for residential purposes, but no person is in residence for a period in excess of five (5) business days *two (2) weeks (added by CRB 12/5/12)* and the owner / occupant registers with the police department on a form prepared by the city;

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8.5.1 *Fire and explosive standards.* The South Florida Fire Prevention Code, and as may be amended from time to time, is hereby incorporated into the village code. The storage, use, or manufacture of flammable or explosive materials in Biscayne Park is prohibited.



Village of Biscayne Park

Commission Agenda Report

Village Commission Meeting Date: October 6, 2015

Subject: Roles of the Village Officials

Prepared By: Commissioner Roxanna Ross

Sponsored By: Commission

Background

The Village Charter provides the below structure and limitations for municipal officials.

Section 2.01. Village Commission.

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

Section 2.02. Mayor and Vice Mayor.

(A) Mayor. The Mayor shall preside at meetings of the Commission and be a voting member of the Commission. The Mayor shall be recognized as the head of Village government for all ceremonial purposes and for purposes of military law, for service of process, execution of duly authorized contracts, deeds and other documents, and as the Village official designated to represent the Village in all dealings with other governmental entities.

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

....

Section 2.06. Compensation; reimbursement for expenses.

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

....

Section 3.01.

(A) Village Manager.

There shall be a Village Manager (the "Manager") who shall be the chief administrative officer of the Village. The Manager shall be responsible to the Commission for the administration of all Village affairs and for carrying out the policies of the Commission.

....

(C) Duties of the Manager.

The Manager shall:

(1) Be responsible for the hiring, supervision and removal of all Village employees;

(2) Direct and supervise the administration of all departments and offices but not Village boards, agencies, committees or authorities, unless so directed by the Commission from time to time;

(3) Attend all Commission meetings and have the right to take part in discussion but not the right to vote;

(4) Ensure that all laws, provisions of this Charter and acts of the Commission, subject to enforcement and/or administration by him/her or by officers subject to his/her direction and supervision, are faithfully executed;

(5) Prepare and submit to the Commission a proposed annual budget and capital program;

(6) Submit to the Commission and make available to the public an annual report on the finances and administrative activities of the Village as of the end of each fiscal year;

(7) *Prepare such other reports as the Commission may require concerning the operations of Village agencies, boards, committees, authorities or departments;*

(8) *Keep the Commission fully advised as to the financial condition and future needs of the Village and make such recommendations to the Commission concerning the affairs of the Village as s/he deems to be in the best interests of the Village;*

(9) *Execute contracts, deeds and other documents on behalf of the Village as authorized by the Commission;*

(10) *Appoint a Clerk. The Manager cannot appoint himself/herself as Clerk. The Clerk shall give notice of Commission meetings to its members and the public, shall keep minutes of its proceedings and shall perform such other duties as the Manager may prescribe from time to time. The Clerk shall report to the Manager.*

(11) *Perform such other duties as are specified in this Charter or as may be required by the Commission.*

....

Section 4.02. Prohibitions.

(A) *Appointments and removals. Neither the Commission nor any of its members shall interfere with the Manager's decision to appoint or remove any Village administrative officer or employee. However, the Commission may express its views and fully and freely discuss the appointment or removal of such officer or employee with the Manager.*

(B) *Interference with administration.*

(1) *It is the express intent of this Charter that individual Commissioners make any recommendations for improvement in Village operations to the Manager only. Individual Commissioners may discuss any matter of Village business with the Manager but are strictly prohibited from directing or otherwise ordering the Manager to take any particular action.*

(2) *Except for the purpose of inquiries and investigations made in good faith, the Commission and its members shall deal with Village officers and employees who are subordinate to the Manager solely through the Manager. Neither the Commission nor its members shall give orders directly to any such officer or employee, either publicly or privately.*

(3) *Any willful violation of this Section by any member of the Commission shall be grounds for removal from office by an action brought by the State Attorney of Miami-Dade County.*

October 6, 2015

Commission Agenda Report

Roles of the Village Officials

....

Section 7.02. Conflicts of interest; ethical standards.

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

For discussion: Village Manager specific duties and tasks are outlined in detail in the Charter, but that level of detail is not specified for the Commission. How does the Commission fulfill its obligations to the Village?

Fiscal / Budget Impact

Discussion item with neutral immediate budgetary impact.

Recommendation

Discussion.



Village of Biscayne Park Commission Agenda Report

Village Commission Meeting Date: October 6, 2015

Subject: Discussion Item – Commission in the Community Open Forum

Prepared By: Heidi Siegel, AICP, Village Manager

Sponsored By: Staff

BACKGROUND

The Village Manager is continuously looking for opportunities to improve communication with the residents of Biscayne Park. Recently a roundtable was hosted by the Village Manager to discuss recreation programming. Future roundtables will be planned on other topics of interest to the community.

The Village Manager recently learned of a “Commission in the Community” program that the City of Hollywood Mayor and Commission host. The event takes place on a weeknight and includes a meet and greet with refreshments followed by an introduction by the Mayor and an opportunity for attendees to hear updates from the Commission and ask questions/provide feedback. This seems like a great idea that could be adopted in Biscayne Park on a quarterly basis.

FISCAL / BUDGET IMPACT

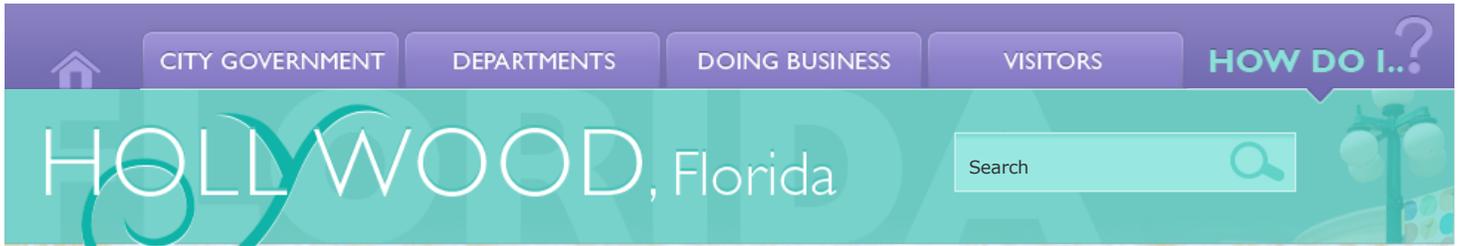
Staff support time and nominal funds for light refreshments.

STAFF RECOMMENDATION

Staff recommends the Mayor and Commission plan for quarterly Community Forums beginning in November 2015.

ATTACHMENTS

- City of Hollywood Commission in the Community Announcement



Event Details

Commission in the Community

Wednesday, September 9

Quarterly "Commission in the Community" meeting to give residents a chance to ask questions or share their concerns and suggestions with all members of the Hollywood City Commission in a less formal setting than a regular City Commission Meeting. This forum will be hosted by District 1 Commissioner Patricia Asseff.

Date: September 9, 2015

Time: 6:00 PM - 8:00 PM

Time Details: Meet and Greet with pizza and soft drinks will be from 6:00 to 6:30 PM. Open Forum with the Mayor and City Commission will start at 6:30 PM

Address: Hollywood Beach Community Center
1301 South Ocean Drive
Hollywood, FL 33019

Contact: 954.921.3321



City of Hollywood, 2600 Hollywood Boulevard, Hollywood, FL 33020-4807
P. O. Box 229045, Hollywood, FL 33022-9045

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Village of Biscayne Park Commission Agenda Report

Village Commission Meeting Date: November 10, 2015

Subject: Miami Dade County League of
Cities Designate

Prepared By: Mayor David Coviello

Sponsored By: Commission

Background

The Village of Biscayne Park is a member of the Miami Dade County League of Cities (MDCLC). Prior to the December 2015 monthly meeting, an elected official of the Village is selected as a designate to represent the Village.

Fiscal / Budget Impact

None.

Recommendation

Discuss and select a designate for the Village of Biscayne Park.



Village of Biscayne Park Commission Agenda Report

Village Commission Meeting Date: November 10, 2015

Subject: Recreation Center Lighting

Prepared By: Vice-Mayor Bob Anderson

Sponsored By: Commission

Background:

Residents continue to ask for increased lighting around the Recreation Center - specifically the sidewalk leading up to the building and around the Rec Center. It is extremely difficult to see where you are going after dark with the current level of lighting. This is a safety issue that affects a large number of our residents.

I would like to have a commission discussion to gain consensus to ask staff to reach out to companies who do this kind of work for suggestions about what type of lighting would be best and what the costs would be.

Fiscal/Budget Impact: To be determined.

Recommendation: Have discussion and proceed.