



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
Log Cabin - 640 NE 114th Street
Biscayne Park, FL 33161
Tuesday, April 5, 2016 at 7:00pm



Indicates back up documents are provided.

1 Call to Order

2 Roll Call

3 Pledge of Allegiance

4 Presentations



- 4.a Miami-Dade Fire Rescue's annual report summarizing the services provided to the Village of Biscayne Park - Fire Chief Dave Downey

- 4.b Presentation of donated artwork - Log Cabin Replica (*Refer to item 8.g under the Consent Agenda*)



- 4.c Proclamation - Arbor Day on April 23, 2016



- 4.d Proclamation - In support of Pelican Harbor Seabird Station

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 FY 2015-16 Monthly Financials ending 2/29/16

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

- ◆ March 1, 2016 Regular Commission Meeting



8.b Acceptance of Board Minutes

- ◆ Parks & Parkway Advisory Board - December 9, 2015
- ◆ Parks & Parkway Advisory Board - January 20, 2016
- ◆ Parks & Parkway Advisory Board - February 16, 2016
- ◆ Parks & Parkway Advisory Board - March 16, 2016
- ◆ Recreation Advisory Board - February 24, 2016
- ◆ Recreation Advisory Board - March 23, 2016
- ◆ Planning & Zoning Board - March 7, 2016
- ◆ Planning & Zoning Board - March 21, 2016
- ◆ Code Compliance Board - March 14, 2016
- ◆ Public Art Advisory Board - March 8, 2016
- ◆ Code Review Board - March 2, 2016



8.c Resolution 2016-14

A RESOLUTION OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA, **AUTHORIZING THE VILLAGE MANAGER TO EXECUTE A MUTUAL AID AGREEMENT BETWEEN THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA MIAMI-DADE SCHOOLS POLICE DEPARTMENT AND THE VILLAGE OF BISCAYNE PARK; PROVIDING FOR AN EFFECTIVE DATE**



8.d Resolution 2016-15

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



8.e Resolution 2016-16

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



8.f **Resolution 2016-17**

A RESOLUTION OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA, **AUTHORIZING THE VILLAGE MANAGER TO APPLY FOR THE 2016-2017 COMMUNITY PLANNING TECHNICAL ASSISTANCE GRANT** THROUGH THE FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY; PROVIDING FOR AN EFFECTIVE DATE



8.g **Resolution 2016-18**

A RESOLUTION OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA, **ACCEPTING DONATION OF ARTWORK** TO THE VILLAGE; PROVIDING FOR AN EFFECTIVE DATE

< End of Consent >

9 Ordinances

< First Reading >



9.a **Ordinance 2016-05**

AN ORDINANCE OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA **AMENDING CHAPTER 14 OF THE LAND DEVELOPMENT CODE ENTITLED "CODE COMPLIANCE BOARD"**; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION; PROVIDING FOR AN EFFECTIVE

< Second Reading >



9.b **Ordinance 2016-02**

AN ORDINANCE OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA **AMENDING SECTION 16-15 OF THE LAND DEVELOPMENT CODE ENTITLED "LANDLORD PERMITS"**; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION; PROVIDING FOR AN EFFECTIVE DATE



9.c **Ordinance 2016-03**

AN ORDINANCE OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA **AMENDING SECTION 6.3 ENTITLED "SOLID WASTE"**; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION; PROVIDING FOR AN EFFECTIVE DATE



9.d **Ordinance 2016-04**

AN ORDINANCE OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA **AMENDING 6.3.3 OF THE LAND DEVELOPMENT CODE ENTITLED “OWNER/OCCUPANT RESPONSIBILITY”**; **AMENDING SECTION 6.3.4 OF THE LAND DEVELOPMENT CODE ENTITLED “GARDEN/BULKY WASTE”**; **“AMENDING SECTION 14.1 OF THE LAND DEVELOPMENT CODE ENTITLED “COMPLIANCE PROCEDURE”**; **AMENDING SECTION 15.4 OF THE LAND DEVELOPMENT CODE ENTITLED “OTHER PENALTIES AND REMEDIES”**; PROVIDING FOR INTENT; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION; PROVIDING FOR AN EFFECTIVE DATE

10 Resolutions



10.a **Resolution 2016-12**

A RESOLUTION OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA, **RATIFYING THE SELECTION, APPOINTMENT AND TERM OF OFFICE OF THE BOARD MEMBERS TO THE PLANNING BOARD**; PROVIDING FOR AN EFFECTIVE DATE



10.b **Resolution 2016-13**

A RESOLUTION OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA, **RATIFYING THE SELECTION, APPOINTMENT AND TERM OF OFFICE OF THE BOARD MEMBERS TO THE CODE COMPLIANCE BOARD**; PROVIDING FOR AN EFFECTIVE DATE



10.c **Resolution 2016-19**

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

11 Old Business

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



11.a Recreation Center Lighting - Commissioner Anderson

12 New Business

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



12.a Discussion on the utilization of CITT funds for a bus shelter at 114th Street -
As requested by Commissioner Ross.

 12.b Discussion regarding a dog park - As requested by Mayor Coviello

 12.c Reconciliation of new construction of Village Hall and the Log Cabin restoration projects - As requested by Commissioner Ross

12.d Discussion on vacation home rentals - As requested by Commissioner Ross

13 Request for placement of items on next meeting agenda

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

14 Reports

14.a Village Manager

- ◆ Annexation update

14.b Village Attorney

14.c Board / Committee Reports:

- ◆ Biscayne Park Foundation
- ◆ Code Review Board
- ◆ Parks & Parkway Advisory Board
- ◆ Public Art Advisory Board
- ◆ Recreation Advisory Board

14.d Commissioner Comments

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

15 Announcements

Wednesday, April 6th - Code Review Board at 7:00pm

Saturday, April 9th - Quarterly Saturday Trash Pick-Up

Saturday, April 9th - Relay for Life

Monday, April 11th - Code Compliance Board at 7:00pm

Tuesday, April 12th - Biscayne Park Foundation at 7:00pm

Wednesday, April 13th - Public Art Advisory Board at 6:00pm

Monday, April 18th - Planning & Zoning Board at 6:30pm

Wednesday, April 20th - Parks & Parkway Advisory Board at 7:00pm

Saturday, April 23rd - Community Yard Sale & Home Improvement Workshop from
8:00am - 12:00pm

Saturday, April 23rd - Arbor Day / Earth Day from 2:00pm - 4:00pm

Tuesday, April 26th - Recreation Advisory Board at 7:00pm

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

Our next regular Commission meeting is Tuesday, May 3, 2016, at 7:00pm

16 Adjournment

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

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

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



Miami-Dade Fire Rescue Department

Office of the Fire Chief
9300 N.W. 41st Street
Doral, Florida 33178-2414
T 786-331-5000 F 786-331-5101

miamidade.gov

February 5, 2016

Honorable David Coviello, Mayor
Village of Biscayne Park
640 NE 114th Street
Biscayne Park, FL 33161

Honorable Mayor Coviello:

Enclosed is your annual report summarizing the services Miami-Dade Fire Rescue (MDFR) provided to the Village of Biscayne Park in 2015. MDFR's overall complement of fire-rescue response vehicles and personnel provided a service level unrivaled in the Southeast United States for the benefit and protection of your community.

Residents and visitors of the Village of Biscayne Park can rely on the delivery of fire-rescue services provided by an Internationally Accredited Agency through the Commission on Fire Accreditation International (CFAI). Late last year, a CFAI peer assessment team visited MDFR and recommended MDFR for reaccreditation. MDFR expects to be formally reaccredited in mid-March when the department appears before the CFAI for final approval. Following the official announcement, MDFR will continue to be one of only 217 agencies to achieve this status. MDFR will remain the largest accredited fire-rescue department in the Southeast United States and the second largest in the Nation.

As your Fire Chief, I welcome the opportunity to present the Department's annual service delivery report to the village. Please contact Maria L. Reyes from my office at 786-331-5253 to schedule the annual presentation with the Village Council, or if you require additional information. Enclosed is my contact information. I am always available to address any questions or concerns that you or your residents may have regarding our services.

Respectfully,

A handwritten signature in blue ink, appearing to read "Dave Downey", is written over a light blue circular stamp.

Dave Downey
Fire Chief

Enclosures

c: Heidi Siegel, Village Manager
Russell Benford, Deputy Mayor, Miami-Dade County



Miami-Dade Fire Rescue Department
Services to
The Village of Biscayne Park

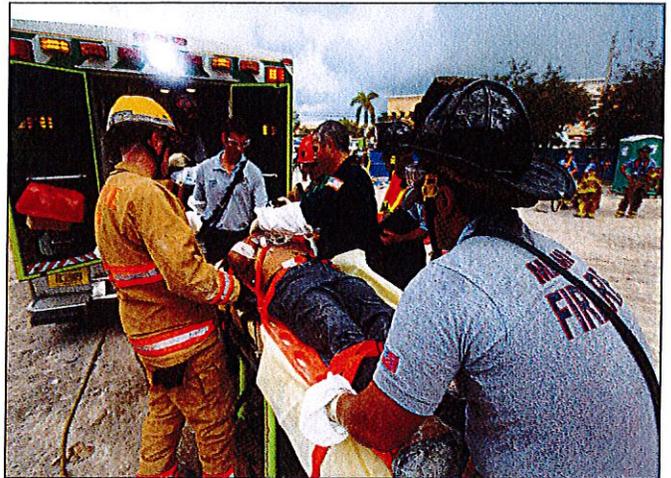
Miami-Dade Fire Rescue (MDFR) originated as a single-unit fire patrol in 1935. In 2015, MDFR celebrated 80 years since its inception. It has since grown into the largest fire rescue department in the southeast United States and one of the top ten largest in the nation. With a response territory of 1,899 square miles and a resident population of more than 1.9 million, MDFR responds to more than 250,000 calls for assistance annually making it one of the busiest departments in the nation. Almost 2,500 employees staff 141 units in service throughout 68 fire rescue stations and several administrative facilities serving residents, businesses, and visitors 24 hours a day, 7 days a week, 365 days a year. In addition to providing transport services through 54 rescue units in service, MDFR provides emergency air transport service within Miami-Dade County to State-approved Trauma Centers via two full-time rescue helicopters.



Firefighters battle a cargo container fire.

professionalized its staff and built new lifeguard stations at both beaches. MDFR distinguishes itself from other fire-rescue departments in a number of areas.

MDFR offers a higher level of service providing more ALS suppression units than most departments and a greater level and grade of response staff. Over 90% of MDFR's units are staffed and equipped to provide ALS services. MDFR staffs four firefighters on suppression units and three firefighter paramedics on rescue units.



MDFR transports critically injured patient.

Through the efforts of MDFR, Miami Dade residents also have the highest survival rates after a blocked coronary artery in the nation. Over eight years ago, MDFR established the Miami-Dade STEMI (ST-Elevation Myocardial Infarction) Network. STEMI, typically referred to as a blocked coronary artery, is the leading cause of death in the United States and the leading cause of death for women in the United States. Hospitals within the STEMI network are required to restore blood flow to a patient's blocked artery within 90 minutes from arrival of paramedics to the patient. This timely intervention significantly reduces a patient's chances for permanent damage or death and increases their likelihood for a normal quality of life. The STEMI network has reduced the time it takes to restore blood flow to a patient from approximately 2 hours and 15 minutes to 60 minutes.

MDFR is considered one of the most elite fire rescue departments in the country and is recognized around the world for its exemplary service. Firefighters are skilled in fire suppression technology and advanced life support (ALS). Rescue units are capable of providing pre-hospital care to trauma patients, heart-attack patients, and stroke victims.

MDFR has more specialized response units than any other fire-rescue department in the southeastern United States. The department provides air-rescue transport, airport rescue firefighting, ocean rescue, technical rescue (vehicle extrication and confined-space rescue), hazardous materials mitigation, and urban search and rescue. The department also maintains the Florida Antivenin Bank and provides inspections and code enforcement services. MDFR also protects two beaches: Haulover and Crandon, with a combination of full-time and part-time professional lifeguards. Since joining MDFR in 2003, the Ocean Rescue Bureau has

The Office of Emergency Management (OEM), is also part of MDFR. OEM manages the County's Emergency Operation Center (EOC), which coordinates emergency response and recovery plans and Operations in order to maximize the use of resources within Miami-Dade County. OEM coordinates its activities with the County's municipalities, non-profit social service and medical care agencies. OEM is accredited by the Emergency Management Accreditation Program (EMAP).



Miami-Dade Fire Rescue Department
Services to
The Village of Biscayne Park

In calendar year 2015, MDR's 141 frontline rescue and fire suppression units were dispatched almost 400,000 times to more than 246,000 emergencies in 2015. Of these, approximately 204,000 were medical emergencies. MDR transported greater than 80,000 residents and visitors to South Florida hospitals. MDR responded to nearly 23,000 fire-related calls. In addition, MDR personnel responded to more than 15,000 non-fire-rescue related calls for service.

MDR's Air Rescue Bureau celebrated 30 years of service in 2015. Since its inception in 1985, MDR has provided air transport for critically ill and injured residents and visitors of Miami-Dade County. Responding to approximately 1,200 calls a year, this unique unit has grown from one full-time helicopter to four in the past nine years. Air Rescue South is located at Miami Executive Airport and Air Rescue North is located at Opa-Locka Executive Airport. Each aircraft is staffed by two pilots and two firefighter-paramedics 365 days a year, including MDR's first female pilot who joined the crew in 2013.



MDR's Fireboat 1 and Air Rescue South

MDR's Fireboat was placed back in service in late 2014 and is currently stationed at the Port Miami. The 50 foot vessel provides enhanced rapid response to all types of maritime emergencies. A second Fireboat will be placed in service at the Haulover Marina in April 2016.

During 2015, MDR received Lifeline® EMS Silver Level Recognition Award given by the American Heart Association to EMS teams across the nation for their vital role in providing timely treatment to patients who experience severe heart attacks. Agencies that receive the Mission: Lifeline Silver award have demonstrated at least 75 percent compliance for each required achievement measure for the entire year, and treat at least eight STEMI patients for the year.

MDR was also recommended to receive reaccreditation in 2015 by the Commission on Fire Accreditation International (CFAI), which is part of the Center for Public Safety Excellence, Inc. The department remains one of only 217 agencies to achieve this status by CFAI and continues to be the largest accredited fire-rescue department in the Southeast and the second largest in the Nation.



One of the three firefighter recruit classes in 2015.

MDR welcomed three recruit classes in 2015, totaling 63 new firefighters to the Department. MDR also celebrated the opening of two new fire stations, Station 70 in South West Miami-Dade and Station 64 in the Town of Miami Lakes. MDR's world renowned Urban Search and Rescue (US&R) Team, Florida Task Force 1 (FLTF-1), received an Operational Readiness Score of 98.7% from the Federal Emergency Management Agency's (FEMA) Peer Evaluation Team. FL-TF1 received the highest rating amongst the 28 Task Forces in the FEMA US&R System. These teams respond to natural and man-made disasters that occur nationally and internationally.



MDR Coconut Palm Fire Rescue Station #70

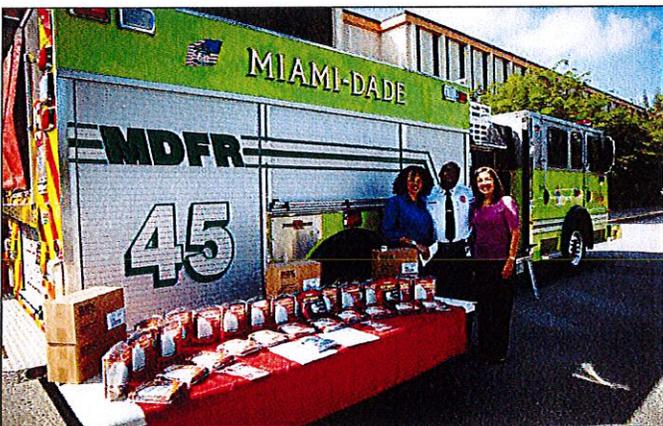


Miami-Dade Fire Rescue Department
Services to
The Village of Biscayne Park

MDFR Fire Chief Dave Downey was named 2015 Florida Fire Chief of the Year by the Florida Fire Chiefs' Association. This award is the highest honor the Florida fire service can bestow on one of its fire chiefs. MDFR Assistant Director and Director of Miami-Dade County's Office of Emergency Management, Curtis Sommerhoff, was also honored by the Miami-Dade County Board of County Commissioners for being named Emergency Manager of the Year.

MDFR Lieutenant Douglas Keller was named the 2015 Investigator of the Year by The Fire Investigators of Florida (FIF), the Florida chapter of the International Association of Arson Investigators (IAAI). The FIF's main goal is to support and provide training to fire investigators and other related professionals in both public and private sectors to further the prevention, investigation and prosecution of arson and related crimes.

The Fire Prevention Division of MDFR accepted a donation from First Alert of 200 tamperproof smoke alarms which will be distributed to seniors in Miami-Dade County. While seniors make up nearly 18% of Miami-Dade County's population, they account for 36% of all fire related deaths. Last year, MDFR provided and installed over 5,000 smoke alarms to elderly and disadvantaged residents throughout Miami-Dade County.



MDFR Assistant Fire Chief Arthur L. Holmes Jr. with First Alert Representative

Everyday MDFR Operations field personnel have hundreds of opportunities to exceed customer expectations while fulfilling our service demands. MDFR's commitment to providing the highest quality service to our community continuously fosters an atmosphere of service excellence and constant improvement. Employees routinely "go the extra mile" for our customers. We are individually committed and collectively exemplify our mission: **Always Ready, Proud to Serve.**

To this end, MDFR has been measuring the quality and effectiveness of our EMS service for the past five years. The survey instrument (**Attachment I**), which is sent to 20% of MDFR EMS patients monthly, allows respondents to rate the quality of their experience between one (1) and five (5), with one being strongly dissatisfied and five being strongly satisfied with the service. Unlike other survey instruments used by Miami-Dade County, this survey continuously monitors the opinions of the service we deliver the prior month rather than taking a "snapshot" of the service at a particular time. The survey also provides the respondent a section for additional comments. Overall, 11% of patients (or 3,301 respondents) returned completed surveys yielding an overall score of **4.86**. Respondents rated MDFR's services as follows for each question during calendar year 2015:

- 1) MDFR responded to your needs in a timely manner: **4.86**
- 2) MDFR explained your treatment options to you: **4.80**
- 3) MDFR treated you in a professional manner: **4.91**
- 4) MDFR met your expectations when you requested assistance: **4.88**

During calendar year 2015, **six (6)** residents from the Village of Biscayne Park have rated MDFR with an overall score of **5.00**, expressing their satisfaction with the service provided by MDFR. This equates to a **100%** satisfaction rate. Below are a few comments received from Biscayne Park residents. A summary of all surveys received is presented in **Attachment II**. Names and addresses from Biscayne Park residents have been redacted in accordance to Florida Statutes Chapter 119.

"You were very excellent, quick and extremely professional. Thank you for your service, if it weren't for you I wouldn't be here because I didn't know what to do. Thank you again and continue to do your service so efficiently. God bless you all every day of your lives."

"The team that came to help me out was amazing, on time, kind and very professional. Thank you!"





Miami-Dade Fire Rescue Department
Services to
The Village of Biscayne Park

The Village of Biscayne Park, located in the northeastern part of Miami-Dade County, spans an area of 0.6 square miles and is bordered by the City of North Miami to the north, the Village of Miami Shores to the south, and parts of the unincorporated County to the east and west (**Attachment III**). The Village incorporated on December 31, 1931 and has been part of the Miami-Dade Fire Rescue Service District since its inception. Based on 2012 U.S. Census data, the Village has a residential population of 3,269, with over 1,323 households.

During calendar years 2014 and 2015, MDFR responded to 400 emergency calls received from the Village of Biscayne Park. **Table I** depicts incident type and related response times for incidents MDFR responded to within the Village during this time period.

Table I
MDFR Responses to the Village of Biscayne Park
Calendar Years 2014 and 2015

Call Type	2015	MDFR* Average Response Time	2014	MDFR* Average Response Time
Life Threatening	126	8:16	105	7:42
Non-Life Threatening*	43	9:04	50	9:17
Structure & Other Fires	23	6:40	18	7:41
Other Miscellaneous*	17	11:57	18	11:02
Total	209		191	

*Expedited response using lights and sirens is only used when responding to Life Threatening and Structure Fire incidents.

The Village of Biscayne Park is primarily served by MDFR's North Miami East Station 20 which provided 50% of the responses into the Village during 2015 as depicted in **Table II**.

Table II
MDFR Stations/Units responding into the Village of Biscayne Park
Calendar Years 2014 and 2015

Responses Provided By:	2015		2014	
	Incidents	%	Incidents	%
Station 20 - N. Miami East	103	50%	106	55%
Station 30 - Miami Shores/EI Portal	73	35%	53	29%
Station 19 - N. Miami West	24	11%	25	12%
Other Stations	9	4%	7	4%
Total	209	100%	191	100%

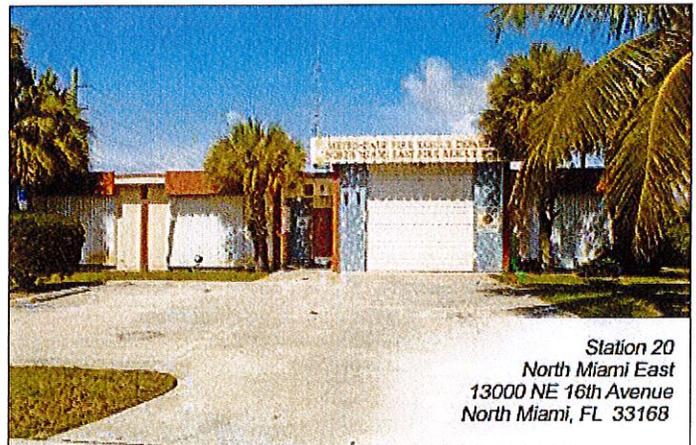
As depicted on **Attachment III**, there are eight (8) fire-rescue stations within four and a half (4.5) miles of the Village of Biscayne Park which house two (2) Battalion Chiefs; seven (7) Rescues; and eight (8) Suppression

units, one (1) of which is a BLS Engine, four (4) ALS Engines, one (1) 60-foot ALS Aerial Tactical Rescue Team (TRT), one (1) 105-foot BLS Ladder, and one (1) 100-foot BLS Platform (**Table III**).

Table III
MDFR Stations Within Four and a Half Miles of the
Village of Biscayne Park

Name	Miles to Village of Biscayne Park	Apparatus	Staffing
Station 20 - North Miami East 13000 NE 16 Avenue	1.06	ALS Engine - 1 Battalion Chief - 1 Rescue - 1	2 FF/PARA 2 FF/EMT 1 FF/PARA 3 FF/PARA
Station 30 - Miami Shores/EI Portal 9500 NE 2 Avenue	1.65	ALS Engine - 1 Rescue - 1	2 FF/PARA 2 FF/EMT 3 FF/PARA
Station 19 - North Miami West 650 NW 131 Street	1.98	60' ALS Aerial (TRT) - 1 Rescue - 1	2 FF/PARA 2 FF/EMT 3 FF/PARA
Station 76 - Bay Harbor 9665 Bay Harbor Terrace	2.01	Rescue - 1	3 FF/PARA
Station 22 - Interama 15655 Biscayne Boulevard	2.90	105' BLS Ladder - 1	4 FF/EMT
Station 27 - North Bay Village 7903 East Drive	3.58	BLS Engine - 1 Rescue - 1	4 FF/EMT 3 FF/PARA
Station 7 - West little River 9350 NW 22 Avenue	4.15	ALS Engine - 1 Rescue - 1	2 FF/PARA 2 FF/EMT 3 FF/PARA
Station 21 - Haulover 10500 Collins Ave	4.24	ALS Engine - 1 100' BLS Platform - 1 Battalion Chief - 1 Rescue - 1	2 FF/PARA 2 FF/EMT 4 FF/EMT 1 FF/PARA 3 FF/PARA

Notes: FF/PARA = Firefighter Paramedic, FF/EMT = Firefighter Emergency Medical Technician, TRT = Tactical Rescue Team



Station 20
North Miami East
13000 NE 16th Avenue
North Miami, FL 33168

North Miami East Station 20 serving the Village of Biscayne Park



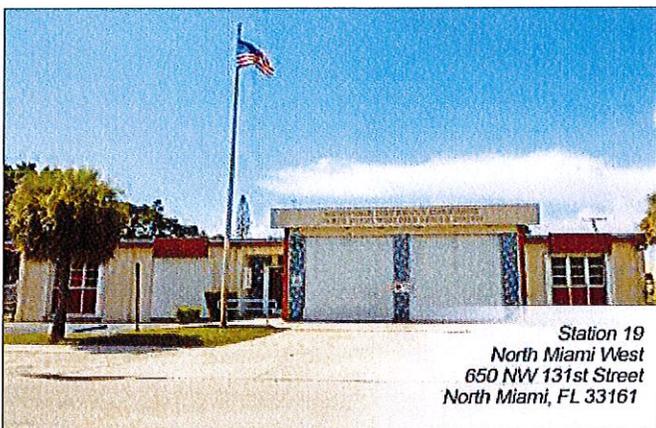
Miami-Dade Fire Rescue Department
Services to
The Village of Biscayne Park

MDFR's closest Rescue unit is housed 1.06 miles northeast of the Village of Biscayne Park at MDFR North Miami East Station 20. MDFR's next closest medical response units are located 1.65 miles southwest of the Village at MDFR Miami Shores/El Portal Station 30, which houses one Rescue and one ALS Engine.



Station 30 Miami Shores/El Portal Station 20 serving the Village of Biscayne Park

As a result, within four and a half (4.5) miles of the Village of Biscayne Park, MDFR has 17 front-line response units, 14 of which are ALS units including seven (7) Rescues, five (5) Suppression units and two (2) Battalion Chiefs. Daily there are 55 firefighters on duty, 33 which are certified paramedics assigned to these units.



North Miami West Station 19 serving the Village of Biscayne Park

Structure Fires

Based on structure and unit information provided by the Miami-Dade County Property Appraiser, the Village of Biscayne Park has 1,263 single-family and duplex units, 49 multi-family and condo units, and 7 commercial, industrial, and other structures. The majority of the commercial, industrial, and other units would require a

high-hazard response to a structure fire incident in the Village. As a result, on an initial dispatch to a structure fire, 24 firefighters and two (2) command chiefs would be required.

Based on MDFR's current dispatch protocol, MDFR would dispatch three (3) suppression units, one (1) aerial (platform, ladder or aerial), one (1) rescue, and one (1) Battalion Chief, exceeding NFPA's recommended dispatch to a structure fire at a medium-hazard occupancy. If MDFR determines that it is a working fire, MDFR also would dispatch another Battalion Chief, a Safety Officer, an Air Truck, a Command Van and a Fire Investigator to the incident. To a structure fire at a high-hazard occupancy, MDFR's initial dispatch would also surpass NFPA's recommended response. MDFR would dispatch four (4) suppression units, two (2) aerials (platform, ladder or aerial), two (2) rescues, and two (2) Battalion Chiefs. MDFR would dispatch additional support as noted to a working fire.

During 2015, MDFR dispatched 34 units equating to 101 firefighters to structure fire incidents in The Village of Biscayne Park.

Medical Emergencies

NFPA Standard 1710 sets guidelines for service response to Emergency Medical Services (EMS) and fire calls. ALS units should, 90 percent of the time, arrive at an incident within eight (8) minutes of the time an EMS call is received.

MDFR has 54 frontline rescue units, each staffed by three (3) State of Florida certified paramedics. MDFR offers patient transportation options. Patients with life-threatening emergencies will be transported to the closest appropriate medical facility within Miami-Dade or Broward County. MDFR will transport patients without life-threatening emergencies to the medical facility of their choice. MDFR also has EMS Captains who act as patient advocates in ensuring the timely transfer of patients to Miami-Dade and Broward County medical facilities.



Miami-Dade Fire Rescue Department
Office of the Fire Chief
9300 N.W. 41st Street
Doral, Florida 33178-2414
T 786-331-5000 F 786-331-5101

miamidade.gov

Dear Valued Customer:

Recently, Miami-Dade Fire Rescue (MDFR) had the opportunity to serve you in your time of need. MDFR's mission is to protect people, property, and the environment by providing responsive professional and humanitarian fire-rescue services essential to public health, safety, and well-being. Our firefighter paramedics are dedicated to providing the best possible care to Miami-Dade County's residents and visitors. In order to assure that we continue to achieve our mission and improve our service to you, we value your opinion regarding your experience with MDFR. Please take a few minutes to complete the brief survey and return it in the enclosed postage-paid envelope.

Please visit us at www.miamidade.gov/mdfr/ to learn more about the specialized and diverse services offered by MDFR as well as answers to the most frequently asked questions regarding fire-rescue services.

As Fire Chief of Miami-Dade Fire Rescue, I thank you for taking the time to complete this survey. Your responses will ensure we continue to provide you the highest available level of care. As your fire-rescue department we are Always Ready and Proud to Serve You.

Sincerely,

A handwritten signature in blue ink, appearing to read "Dave Downey".

Dave Downey, Fire Chief
Miami-Dade Fire Rescue Department

La traducción en español se encuentra en el reverso de esta carta.
Tanpri gade sou do lèt sa-a pou jwenn vèsyon Kreyòl la.

Estimado cliente:

El Departamento de Bomberos y Rescate de Miami-Dade (MDFR, por sus siglas en inglés) tuvo la oportunidad de prestarle sus servicios cuando usted los necesitó. El objetivo del MDFR es proteger a los residentes, a las propiedades y al medio ambiente mediante la prestación de servicios de bomberos y rescate profesionales y humanitarios con respuesta a las necesidades de los residentes del condado que son esenciales para la salud, la seguridad y bienestar públicos. Nuestros bomberos y paramédicos se dedican a prestar el mejor servicio posible a los residentes y visitantes del Condado Miami-Dade. Para continuar realizando nuestros objetivos y mejorar aun más nuestros servicios, valoramos su opinión sobre la experiencia que usted tuvo con el MDFR. Por favor sírvase dedicarle unos minutos a llenar la siguiente encuesta y por favor háganosla llegar en el sobre adjunto de franqueo pagado.

Sírvase acudir a www.miamidade.gov/mdfr/ para que se entere de más detalles acerca de los diversos servicios especializados que presta el MDFR así como de las respuestas dadas a las preguntas que se hacen con más frecuencia sobre los servicios de bomberos y rescate.

Como Jefe del Cuerpo de Bomberos y Rescate de Miami-Dade, le agradezco el haberse tomado el tiempo necesario para llenar esta encuesta. Sus respuestas garantizarán que continuemos prestando el nivel de atención más alto posible. Como su departamento de bomberos y rescate, nosotros siempre estamos listos y orgullosos de prestarle nuestros servicios.

Atentamente,

Dave Downey, Jefe del Cuerpo Bomberos y Rescate de Miami-Dade

Trè chè kliyan:

Resamman, Depatman Ponpye ak Sekou Miami-Dade (MDFR) te jwenn opòtinite pou sèvi w lè w te nan bezwen. Misyon MDFR se pou pwoteje pèp la, pwopriyete yo, ak anviwonman an nan bay sèvis sekou pwofesyonèl rapid e imanité ki esansyèl a sante piblik, sekirite ak byennèt. Teknisyen Medikal Ijans Ponpye nou yo konsakre yo a bay pi bon kalite swen posib a rezidan ak vizitè Konte Miami-Dade yo. Pou asire ke nou kontinye akonpli misyon nou ak amelyore sèvis nou ba w yo, opinyon w de eksperyans w ak MDFR enpòtan pou nou. Tanpri pran kèlke minit pou ranpli yon ti sondaj epi retounen nan anvlòp deja tenbre ki akonpaye liya.

Tanpri ale sou www.miamidade.gov/mdfr/ pou aprann plis sou divès sèvis ak sèvis espesyalize MDFR ofri yo ak pou jwenn repons a kestyon ki poze pi souvan yo konsènan sèvis ponpye ak sekou.

Anlan Chèf Ponpye Depatman Ponpye ak Sekou Miami-Dade, mwen remèsye w pou tan w pou ranpli sondaj sa-a. Repons w yo va asire ke nou kontinye ba w pi bon kalite swen posib. Antan depatman ponpye ak sekou, nou Toujou Prè epi Fyè pou Nou Sèvi w.

Ak tout respè,

Dave Downey, Chèf Ponpye Depatman Ponpye ak Sekou Miami-Dade

Miami-Dade Fire Rescue



Survey Encuesta Apercu

Directions: Please take a moment to answer this survey. Your responses will help MDRF improve services we provide to Miami-Dade County residents. Your identity will remain anonymous unless you provide your contact information at the bottom of this survey. The postage is paid; simply drop it in the mail. Thank You.

Instrucciones: Sírvase dedicar unos minutos para contestar esta encuesta. Sus respuestas ayudarán al Departamento de Bomberos y Rescate (MDRF, su sigla en inglés) a mejorar los servicios que proporcionan a los residentes del Condado de Miami-Dade. Su identidad permanecerá anónima, a no ser que usted provea sus datos personales para ser contactado. El porte de correos está pagado; solo tiene que poner la encuesta en el buzón. Gracias.

Direksyon: Tanpri pran yon ti moman pou reponn a sondaj sa a. Repons w yo va ede MDRF amelyore sèvis yap bay rezidan Konte Miami-Dade yo. Idanfitè w ap ret sekrè anmwenske w bay enfomasyon pou kontakte w anba paj sondaj la. Si w ta vle repons w yo rete sekrè sèlman dekole etikèt ki gen adrès w a anba paj la. Mèsi.

1= Strongly Disagree	1= En total desacuerdo	1= Vreman Padako
2= Disagree	2= En desacuerdo	2= Padako
3= Neutral	3= Neutral	3= Neutre
4= Agree	4= En acuerdo	4= Dako
5= Strongly Agree	5= Muy de acuerdo	5= Totalman Dako

MDRF responded to your needs in a timely manner.
MDRF atendió sus necesidades a tiempo.
MDRF te reponn a bezwen w byen vit.

1 2 3 4 5

MDRF explained your treatment to you.
MDRF le explicó su tratamiento.
MDRF te esplike w tretman w yo.

1 2 3 4 5

MDRF treated you in a professional manner.
MDRF lo trató de forma profesional.
MDRF te trete w avèk respè.

1 2 3 4 5

MDRF met your expectations when you requested assistance.

MDRF llenó sus expectativas en el momento que usted solicitó asistencia.

MDRF pat desi w de sa w te atann deli lè w te mande asistans.

1 2 3 4 5

OPTIONAL/ OPCION/ PREFERE

Name/nombre/nom

Address/dirección/adres

City/ciudad/vil

State/estado/eta

Zip/código postal/kòd postal

Phone/teléfono/telefon

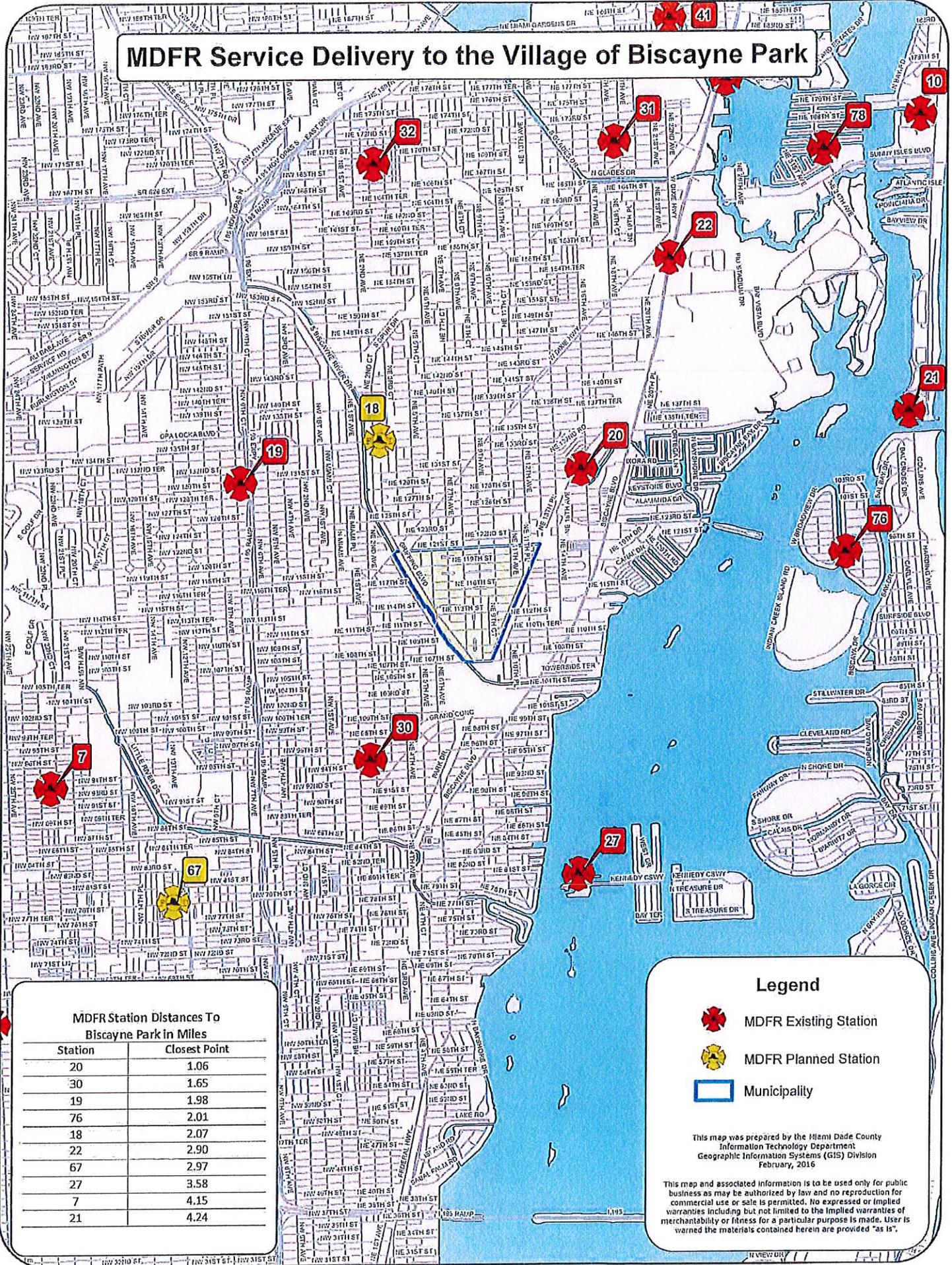
email/correo electrónico/imel

Miami-Dade Fire Rescue
 Customer Feedback Surveys
 Emergency Medical Services Provided to the Village of Biscayne Park from January 1, 2015 through December 31, 2015

Alarm #	Date of Survey	Q1*	Q2*	Q3*	Q4*	Average	Comments
5041594	24-Feb-15	5	5	5	5	5.00	YOU WERE VERY EXCELLENT, QUICK AND EXTREMELY PROFESSIONAL. THANK YOU FOR YOUR SERVICE IF YOU WOULDN'T BE HERE I WOULDN'T KNOW WHAT TO DO YOU GAVE ME A LESSON AND WE WILL ALWAYS BE GRATEFUL AND RECOMMEND YOUR SERVICE. THANK YOU AGAIN AND CONTINUE TO DO YOUR SERVICE SO EFFICIENTLY. GOD BLESS YOU ALL EVERY DAY OF YOUR LIVES.
5046288	02-Mar-15	5	5	5	5	5.00	"THE TEAM THAT CAME TO HELP ME OUT WAS AMAZING, ON TIME, KIND AND VERY PROFESSIONAL." THANK YOU.
5147682	10-Jul-15	5	5	5	5	5.00	
5163344	30-Jul-15	5	5	5	5	5.00	
5235506	30-Oct-15	5	5	5	5	5.00	
5247081	14-Nov-15	5	5	5	5	5.00	

*Refer to Attachment I for Questions.

MDFR Service Delivery to the Village of Biscayne Park



Station	Closest Point
20	1.06
30	1.65
19	1.98
76	2.01
18	2.07
22	2.90
67	2.97
27	3.58
7	4.15
21	4.24

Legend

-  MDRF Existing Station
-  MDRF Planned Station
-  Municipality

This map was prepared by the Miami Dade County Information Technology Department Geographic Information Systems (GIS) Division February, 2016

This map and associated information is to be used only for public business as may be authorized by law and no reproduction for commercial use or sale is permitted. No expressed or implied warranties including but not limited to the implied warranties of merchantability or fitness for a particular purpose is made. User is warned the materials contained herein are provided "as is".

Arbor Day Proclamation

Whereas, in 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees, and

Whereas, the holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, and

Whereas, Arbor Day is now observed throughout the nation and the world, and

Whereas, trees can reduce the erosion of our precious topsoil by wind and water, lower our heating and cooling costs, moderate the temperature, clean the air, produce oxygen and provide habitat for wildlife, and

Whereas, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products, and

Whereas, trees in our Village increase property values, enhance the economic vitality of business areas, and beautify our community, and

Whereas, trees, wherever they are planted, are a source of joy and spiritual renewal.

NOW THEREFORE, the Honorable Mayor and Village Commission of the Village of Biscayne Park do hereby proclaim April 23, 2016, as ARBOR DAY in the Village of Biscayne Park, and urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands, and to plant and care for trees to gladden the heart and promote the well-being of this and future generations.



Dated this 5th day of April, 2016

Village of Biscayne Park, Florida

Mayor David Coviello

Proclamation

In Support of Pelican Harbor Seabird Station

Whereas, the Pelican Harbor Seabird Station (PHSS) is a non-profit wildlife rehabilitation center dedicated to the care of sick, injured and orphaned wildlife in the Miami Dade County Area since 1980. As such, PPHS has served the Bird Sanctuary of the Village of Biscayne Park and its residents on countless occasions over the years, and even received national recognition for assisting in the care and treatment of pelicans soiled in the Deepwater Horizon oil spill during the summer of 2010.

Whereas, PHSS not only provides vital assistance to vulnerable aviary and wildlife, but also provides environmentally-oriented educational opportunities for school children and the general public, as well as limited internships for those seeking a career in related fields; and, PHSS was awarded Best Charity – 2011 by Miami New Times for the services performed 24-7 at their location on the 79th Street Causeway.

Whereas, PHSS celebrates 36 years of care for Miami wildlife with a fundraising dinner, The Pelican Party 2016, on April 30th, to be held at Miami Shores County Club, 10000 Biscayne Blvd., in the neighboring Village of Miami Shores.

Now, Therefore, The Commission of the Village of Biscayne Park, Florida, in expression of sincere appreciation, does hereby recognize the good works of the Pelican Harbor Seabird Station, **Proclaiming** the last week of April, 2016, as Pelican Harbor Seabird Station Week. The residents of the Village of Biscayne Park are encouraged to participate in The Pelican Party 2016 fundraising dinner, and otherwise support the Pelican Harbor Seabird Station.

This Proclamation shall be furnished to The Pelican Harbor Seabird Station and posted prominently in the Village of Biscayne Park.



Dated this 5th day of April, 2016

Village of Biscayne Park, Florida



David J. Coviello, Mayor

02/29/2016

REVENUE AND EXPENDITURE REPORT FOR VILLAGE OF BISCAYNE PARK
 PERIOD ENDING 02/29/2016
 % Fiscal Year Completed: 41.53

GL NUMBER	DESCRIPTION	2015-16 ORIGINAL BUDGET	BALANCE FEBRUARY 2016 NORM (ABNORM)	AVAILABLE BALANCE NORM (ABNORM)	% BDGT USED
Fund 001 - General Fund					
Ad Valorem Taxes		1,474,664	1,327,392	147,272	90.01%
Utility Taxes		278,626	136,523	142,103	49.00%
Charge For Services		196,153	67,521	128,632	34.42%
Franchise Fees		169,339	77,643	91,696	45.85%
Operating Contributions		7,600	6,525	1,075	85.86%
Intergovernmental Revenues		289,406	139,965	149,440	48.36%
Judgement & Fines		62,669	42,304	20,366	67.50%
Miscellaneous Revenues		9,500	3,453	6,047	36.35%
Transfers In		96,964	0	96,964	0.00%
TOTAL Revenues		2,584,921	1,801,326	783,595	69.69%
Expenditures					
Transfer Out		192,400	0	192,400	0.00%
511-Village Commission		23,818	6,596	17,222	27.69%
512-Administration		212,449	84,185	128,264	39.63%
513-Finance		108,419	42,002	66,417	38.74%
515-Planning & Zoning		14,000	10,500	3,500	75.00%
519-General Government		407,876	158,865	249,011	38.95%
521-Police		1,009,816	434,812	575,004	43.06%
524-Building Department		124,365	38,797	85,568	31.20%
529-Code Enforcement		75,759	23,884	51,875	31.53%
539-Public Works		281,334	105,206	176,128	37.40%
572-Parks and Recreation		134,684	54,013	80,671	40.10%
TOTAL Expenditures		2,584,921	958,860	1,626,061	37.09%
Fund 001 - General Fund:					
TOTAL REVENUES		2,584,921	1,801,326	783,595	
TOTAL EXPENDITURES		2,584,921	958,860	1,626,061	
NET OF REVENUES & EXPENDITURES		0	842,466	-842,466	

02/29/2016

REVENUE AND EXPENDITURE REPORT FOR VILLAGE OF BISCAYNE PARK

PERIOD ENDING 02/29/2016

% Fiscal Year Completed: 41.53

Fund 101 - Road Fund

GL NUMBER	DESCRIPTION	2015-16 ORIGINAL BUDGET	BALANCE FEBRUARY 2016 NORM (ABNORM)	AVAILABLE BALANCE NORM (ABNORM)	% BDGT USED
Revenues					
Local option Gas Tax		78,406	33,350	45,055	42.54
Charge For Services		23,173	708	22,465	3.06
Intergovernmental Revenues		25,555	11,415	14,140	36.61
TOTAL Revenues		127,134	45,474	81,660	35.77
Expenditures					
541-Streets and Roads		127,134	56,946	70,188	44.79
TOTAL Expenditures		127,134	56,946	70,188	44.79
Fund 101 - Road Fund:					
TOTAL REVENUES		127,134	45,474	81,660	
TOTAL EXPENDITURES		127,134	56,946	70,188	
NET OF REVENUES & EXPENDITURES		0	-11,472	11,473	

02/29/2016

REVENUE AND EXPENDITURE REPORT FOR VILLAGE OF BISCAYNE PARK
 PERIOD ENDING 02/29/2016
 % Fiscal Year Completed: 41.53

GL NUMBER	DESCRIPTION	2015-16	BALANCE	AVAILABLE	% BDGT USED
		ORIGINAL BUDGET	FEBRUARY 2016 NORM (ABNORM)	BALANCE NORM (ABNORM)	
Fund 103 - CITT-Transportation Revenues					
	Intergovernmental Revenues	96,123	24,692	71,431	25.69
TOTAL Revenues		96,123	24,692	71,431	25.69
Expenditures					
	541-Streets and Roads	96,123	9,427	86,696	9.81
	TOTAL Expenditures	96,123	9,427	86,696	9.81
Fund 103 - CITT-Transportation:					
	TOTAL REVENUES	96,123	24,692	71,431	
	TOTAL EXPENDITURES	96,123	9,427	86,696	
	NET OF REVENUES & EXPENDITURES	0	15,265	-15,265	

02/29/2016

REVENUE AND EXPENDITURE REPORT FOR VILLAGE OF BISCAYNE PARK

PERIOD ENDING 02/29/2016

% Fiscal Year Completed: 41.53

GL NUMBER	DESCRIPTION	2015-16 ORIGINAL BUDGET	BALANCE FEBRUARY 2016 NORM (ABNORM)	AVAILABLE BALANCE NORM (ABNORM)	% BDGT USED
Fund 104 - CITT-Transit Revenues					
	Intergovernmental Revenues	24,030	6,173	17,857	25.69
TOTAL Revenues		24,030	6,173	17,857	25.69
Expenditures					
	541-Streets and Roads	0	0	0	0.00
TOTAL Expenditures		0	0	0	0.00
Fund 104 - CITT-Transit:					
TOTAL REVENUES		24,030	6,173	17,857	25.69
TOTAL EXPENDITURES		0	0	0	25.69
TOTAL OF REVENUES & EXPENDITURES		24,030	6,173	17,857	25.69

02/29/2016

REVENUE AND EXPENDITURE REPORT FOR VILLAGE OF BISCAYNE PARK

PERIOD ENDING 02/29/2016

% Fiscal Year Completed: 41.53

GL NUMBER	DESCRIPTION	2015-16 ORIGINAL BUDGET	BALANCE FEBRUARY 2016 NORM (ABNORM)	AVAILABLE BALANCE NORM (ABNORM)	% BDGT USED
Fund 402 - Sanitation Fund					
Revenues					
	Waste / Franchise Fees	502,343	403,195	99,148	80.26
TOTAL Revenues		502,343	403,195	99,148	80.26
Expenditures					
	534-Garbage/Solid Waste	502,343	167,630	334,713	33.37
TOTAL Expenditures		502,343	167,630	334,713	33.37
Fund 402 - Sanitation Fund:					
TOTAL REVENUES		502,343	403,195		
TOTAL EXPENDITURES		502,343	167,630		
TOTAL OF REVENUES & EXPENDITURES			235,564		



Village of Biscayne Park Commission Agenda Report

Village Commission Meeting Date: April 5, 2016

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

- March 1, 2016 Regular Commission Meeting



MINUTES
REGULAR COMMISSION MEETING
Log Cabin - 640 NE 114th Street
Biscayne Park, FL 33161
Tuesday, March 1, 2016 at 7:00pm

1 Call to Order

Mayor David Coviello called the meeting to order at 7:02pm.

2 Roll Call

Mayor David Coviello - present

Vice Mayor Bob Anderson - present

Commissioner Fred Jonas - present

Commissioner Roxanna Ross - present

Commissioner Barbara Watts - absent (*Arrived at 7:27pm*)

Present from staff were:

Village Manager Heidi Siegel

Village Clerk Maria C. Camara

Village Attorney John Hearn

Finance Manager Claude Charles

Police Chief Cornelius McKenna

Public Services Manager Krishan Manners

Parks & Recreation Manager Shelecia Bartley

Code Compliance Officer Reginald White

3 Pledge of Allegiance

4 Presentations

- 4.a Proclamation - in recognition of Krishan Manner's service to the Village of Biscayne Park

5 Additions, Deletions or Withdrawals to the Agenda

Manager Siegel pulls item 8.c, Resolution 2016-04.

Commissioner Anderson adds a discussion item, to unfund the Public Services Manager position, added as item 12.g

Mayor Coviello moves up items 10.a, 10.b, 10.c, Resolutions 2016-09, 2016-10 and 2016-11 to after the consent agenda.

6 Public Comments Related to Agenda Items / Good & Welfare

Liz Goldman: Representing the Recreation Advisory Board, putting together a community pot luck at the pocket park/median at 116th Street between 8th and 9th Avenues on May 21, 2016, between 12pm - 4pm. Asks the commission for the waiver of the special event fees.

Commission consensus to waive the fees.

Barbara Kuhl: On the extension of the compliance date for driveways, does not agree. Enough time has been provided. Extension would cause this to drag on. Have not received anything about not parking on the grass. Village needs to notify all residents.

Harvey Bilt: Tend to change code without enough thought. Items don't make sense. Have always allowed to put out trash day before, and to bring in by the day after. Why change? Why making it stricter? On parking on grass, have always allowed to park on the grass on the swale. How will it be different? Need consistency. On administrative citation process, why is it overseen by P&Z. There is also no due process. Need to look at zoning requirements in regards to height of buildings. What is allowance if you have two stories.

Tom Ferstle: Supports the commission and staff. Looks to serve on the Parks & Parkway Advisory Board.

David Raymond: Thank you to Krishan Manners. On the issue that some say there is no flooding, we have a mess on our block. On the use of CITT funds, look to use a portion for the french drains. There are several hot spots in regards to flooding in the Village. On trash pick up, the 5 to 5 will not work. Don't understand why it's changing. On Administrative Citation process, not sure if it will work completely. On Landlord Permits, look at those that have short term leasing. May have some neighbors that rent out for vacations.

Max Deitermann: Owner of the new construction at 119th and Griffing Blvd. Have been reviewing the minutes, and have spoken to Commissioner Watts regarding the subject of "mcmansions". Appreciates Commissioner Jonas' rebuttal at the last meeting. Take offense at the use of the word "mcmansion" which is defined as something being ostentatious and lacking architectural significance. Am a real estate developer and have done much work that has raised property values of the area they are in. Since it is being discussed by the Village Commission, urge you to look at Miami 21 zoning code. Much spent on it and very difficult to comprehend and enforce, and open to interpretation. Looks to finish construction on house in next 30 days.

Howard Goldman: Resident for 10 years. Have seen Village grow. On dog park, a hot issue again. Beach Park at Haulover is a great success. Will always have residents who are concerned with a dog park near their home. When I see a dog park in a neighborhood, think of it as a well to do neighborhood. Triangle Park at 115th & Griffing is empty, no life, no energy. If you close that off, those that drive past will see kids playing, families and their animals. Would bring a lot to the Village. Please give it some thought.

Chester Morris: For over a year, telephone poles with no wires. When will they be taken down. On Waste Pro, trying to do a good job. If it drops off the truck, pick it up. Look at the signs in Miami Shores. Would be beautiful for each corner. Building is absolutely gorgeous. Compliments John Challenor on the audio.

Chuck Ross: Thank you to Krishan. Always courteous, responsible and dependable. Great turnout for CrimeWatch meeting, appreciates all who came out. Will continue to do every 2-3 months.

6.a Response to prior public comments and inquires

Manager Siegel: Provided a recap of the planned communication to residents on the recent and future code changes through e-mail, door to door communication and newsletter.

On the wood utility poles remaining, continues conversation with both Comcast and AT&T.

7 Information / Updates

7.a Finance Manager Claude Charles provided the financials for current fiscal year 2015-16 for the month ending January 31, 2016.

8 Consent Agenda

8.a Approval of Minutes

February 2, 2016 Regular Commission Meeting
February 6, 2016 Commission in the Community

8.b Acceptance of Board Minutes

Planning & Zoning Board - January 19, 2016
Recreation Advisory Board - January 26, 2016
Biscayne Park Foundation - January 11, 2016
Biscayne Park Foundation - February 9, 2016
Planning & Zoning Board - February 1, 2016
Planning & Zoning Board - February 16, 2016
Code Compliance Board - February 8, 2016
Public Art Advisory Board - February 10, 2016

8.d **Resolution 2016-06**

A RESOLUTION OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA **PROVIDING POLICIES FOR VILLAGE BOARDS AND COMMITTEES;** PROVIDING FOR AN EFFECTIVE DATE

8.e **Resolution 2016-07**

A RESOLUTION OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA, **AUTHORIZING THE VILLAGE MANAGER TO APPLY FOR THE 2016 FLORIDA URBAN AND COMMUNITY FORESTRY GRANT** PROPOSAL THROUGH THE DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES; PROVIDING FOR AN EFFECTIVE DATE

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

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

Opposed: None

Motion carries: 5/0

Mayor Coviello moves up items 10.a, 10.b, 10.c

10 Resolutions

10.a **Resolution 2016-09**

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

10.b **Resolution 2016-10**

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

10.c **Resolution 2016-11**

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

Applications for Parks & Parkway Advisory Board: Tom Ferstle, Mac Kennedy Dan Keys, Barbara Kuhl and Randy Wagoner.

Applications for Recreation Advisory Board: Elizabeth Goldman, Bridgita Pallanga, Dan Samaria and Rosemary Weis.

Motion by Commissioner Anderson to accept the applications for the Parks & Parkway Advisory Board and Recreation Advisory Board, and it is seconded by Commissioner Ross.

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

Opposed: None

Motion carries: 5/0

Based on the ballots submitted by the Commission, the board members for the Public Art Advisory Board: Karen Marinoni, Larry Newberry, Melanie Oliva, Amy Raymond, and Susan Weiss, with Sarah Johnson as an alternate.

Motion by Commissioner Anderson to select the board members as per the Commission votes, and it is seconded by Commissioner Jonas.

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

Opposed: None

Motion carries: 5/0

9 Ordinances

< First Reading >

9.a Ordinance 2016-02

AN ORDINANCE OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA **AMENDING SECTION 16-15 OF THE LAND DEVELOPMENT CODE ENTITLED "LANDLORD PERMITS"**; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION; PROVIDING FOR AN EFFECTIVE DATE

Attorney Hearn read the title.

Mayor Coviello opened the meeting for public comment and there were none.

After discussion, direction to have the Village Attorney look into referencing the fee schedule at 16.15.15; and to add the building inspector fee at 16.15.14 if needed.

Commissioner Anderson makes a motion to approve Ordinance 2016-02 and it is seconded by Commissioner Jonas.

The motion was called to a vote:

Commissioner Jonas: Yes

Commissioner Anderson: Yes

Vice Mayor Watts: Yes

Commissioner Ross: Yes

Mayor Coviello: Yes

Motion carries: 5/0

9.b **Ordinance 2016-03**

AN ORDINANCE OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA **AMENDING SECTION 6.3 ENTITLED "SOLID WASTE"**; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION; PROVIDING FOR AN EFFECTIVE DATE

Attorney Hearn read the title.

Mayor Coviello opened the meeting for public comment.

Barbara Kuhl: On the way code is written, 6.3.4 does not include (d) like in 6.3.3. Needs to include it for yard trash.

Harvey Bilt: Need to have consistency between 6.3.3 and 6.3.4 in regards to using "owner/occupant" or "property owner". There are critters in the yards. Containers need to be secure. Why not allow a larger container for garbage with wheels.

David Raymond: What is the issue? Don't see a problem to having to make this change. Way it is written, not enforceable. There is no regular schedule for Waste Pro. How can you make us be on a regular schedule. Take the time to make it more logical. Citation process also makes no sense.

After discussion, direction to have the Village Attorney to include item (d) in 6.3.4, the same as 6.3.3. Review language in regards to property owner in 6.3.3 and 6.3.4. Add language to 6.3.9 to reference the citation process and to refer to the fee schedule. Consensus to adjust the schedule to place out no earlier than 9:00am the day before collection and must be retrieved no later than 9:00am the day after collection.

Commissioner Anderson makes a motion to approve Ordinance 2016-03 with the changes discussed, and it is seconded by Vice Mayor Watts.

The motion was called to a vote:

Commissioner Ross: Yes

Vice Mayor Watts: Yes

Commissioner Anderson: Yes

Commissioner Jonas: No

Mayor Coviello: Yes

Motion carries: 4/1

9.c **Ordinance 2016-04**

AN ORDINANCE OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA **AMENDING 6.3.3 OF THE LAND DEVELOPMENT CODE ENTITLED "OWNER/OCCUPANT RESPONSIBILITY"**; **AMENDING SECTION 14.1 OF THE LAND DEVELOPMENT CODE ENTITLED "COMPLIANCE PROCEDURE"**; **AMENDING SECTION 15.4 OF THE LAND DEVELOPMENT CODE ENTITLED "OTHER PENALTIES AND REMEDIES"**; PROVIDING FOR INTENT; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION; PROVIDING FOR AN EFFECTIVE DATE

Attorney Hearn read the title. Advised that the title will change for second reading to include both 6.3.3 and 6.3.4.

Mayor Coviello opened the meeting for public comment.

Barbara Kuhl: On page 3 of 6, need to clarify that it is for both putting out early and for leaving out.

Linda Dillon: On 15.4.1, why is Planning & Zoning included? Need to clarify penalty for paying or not paying.

Harvey Bilt: Confirmed the process to contest the citation, and what would happen if they do not pay.

David Raymond: Language needs to reference new times. Confirms the repeat violation process and that no courtesy notice will be required. Feels fair to give courtesy notice. Provides the Village with a record. Commission should consider.

Gary Kuhl: No mechanism to make sure people will actually pay until it goes to a lien at some point. If they don't pay, is there a provision for interest. Need to include it.

After discussion, there was consensus for the Village Attorney to review and make the following changes: section 15.4 Planning Board to be frocked; look at penalty for paying or not paying; add interest charges if failure to pay on time; change time allowed for containers to be placed out and retrieved to 9:00am to 9:00am; section (f)(iii) on page 3 of 6, add "put out before"; section (f)(iv) on page 3 of 6, change to parking on a non-approved surface, instead of parking on grass; section (2)(iii) on page 4 of 6, clarify the language; section (2)(viii) on page 4 of 6, clarify the language; section (2)(x) on page 4 of 6, need to reference fee schedule; section (5)(ii) on page 5 of 6, change "attend" to "request a hearing".

Manager Siegel: Recommends amending the fee schedule through a resolution at the next meeting along with the second reading of the ordinance.

Commissioner Anderson makes a motion to approve Ordinance 2016-04 with the changes discussed, and it is seconded by Commissioner Jonas.

The motion was called to a vote:

Commissioner Anderson: Yes

Commissioner Jonas: Yes

Commissioner Ross: Yes

Vice Mayor Watts: No

Mayor Coviello: Yes

Motion carries: 4/1

9.d **Ordinance 2016-01**

AN ORDINANCE OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA **AMENDING CHAPTER 8 OF THE LAND DEVELOPMENT CODE ENTITLED "ENVIRONMENTAL MANAGEMENT"** WHICH INCLUDE AMENDMENTS TO SECTIONS 8.2, 8.3 AND 8.4; TEMPORARY EXTERIOR HOLIDAY DECORATIONS, STORM SHUTTER/PROTECTIVE WINDOW COVER REPLACEMENTS AND HOUSE NUMBERS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION; PROVIDING FOR AN EFFECTIVE DATE

Attorney Hearn read the title.

Mayor Coviello opened the meeting for public comment and there were none.

Commissioner Anderson: On the 4" height requirement for house number, many homes have 3". Should include grandfathering in those that have 3" as long as it satisfied all other conditions of the code and readable from the street.

Commissioner Ross: The 4" height was recommended by the Police in 2010 for better visibility.

Commissioner Ross makes a motion to approve Ordinance 2016-01 as written and it is seconded by Commissioner Jonas.

The motion was called to a vote:

Commissioner Ross: Yes

Vice Mayor Watts: No

Commissioner Anderson: No

Commissioner Jonas: Yes

Mayor Coviello: Yes

Motion carries: 3/2

10 Resolutions

10.d **Resolution 2016-08**

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 **TO INCLUDE RENTAL FEES FOR USE OF THE LOG CABIN**; PROVIDING FOR AN EFFECTIVE DATE

After discussion, motion by Commissioner Ross to approve and it is seconded by Commissioner Anderson.

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

Opposed: None

Motion carries: 5/0

11 Old Business

- 11.a Continue discussion of zoning for new construction in the Village ("McMansions) from the December 1, 2015 meeting - As requested by Mayor Coviello

Mayor Coviello: There are deficiencies in our code that need to be corrected. This discussion is not to deter from re-development. Looks to have Code Review Board review the zoning section of our Code to clean up the deficiencies.

Commissioner Watts: Would like to have a design board, but probably not do-able. Need to consider quality of life of neighbors.

Manager Siegel: As discussed at the "Commission in the Community", look for a professional company to look at and revise our code.

Commissioner Ross: Going forward, refrain from using the term "McMansions".

After discussion, there is consensus to have the Code Review Board look at this section and to bring back their recommendations in three (3) months.

- 11.b North Miami Water agreement - As requested by Mayor Coviello

Mayor Coviello has met with City of North Miami Councilman Alix Desulme who is willing to assist us with getting the agreement done.

Attorney Hearn has reviewed the draft agreement with City of North Miami attorney. Will meet again along with Manager Siegel and new City Manager for North Miami.

After discussion, there is consensus to move forward with having the Attorney amend the agreement to include, that the City of North Miami will provide a status of their infrastructure; that it be analyzed by an independent testing firm; that proper notice is given to the Village when repairs are done.

12 New Business

- 12.a Discussion on fence permits and required landscaping - As requested by Mayor Coviello

Mayor Coviello: Some residents had raised concerns about properties not having the required landscaping for fences installed on corner properties. Manager Siegel did a review and determined not really a problem. But other issues did arise such as new wood fencing installed, but did not have proper treatment to prevent deterioration; and existing fencing that are in poor condition. Suggests that a review by Code Compliance on proper fencing maintenance is done.

After discussion, consensus to have this included in the next code sweep.

- 12.b Discussion on the extension of deadline for compliance on driveway requirements - As requested by Mayor Coviello

Mayor Coviello withdraws the item.

Manager Siegel provided a review of notifications sent today, and future communications that are planned.

- 12.c Discussion on adding the override allowance for the Code Compliance Board member requirements - As requested by Commissioner Ross

Commissioner Ross provided the background.

After discussion, motion by Commissioner Ross to direct the Manager to make the arrangements to draft the ordinance and it is seconded by Commissioner Jonas.

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

Opposed: Commissioner Anderson

Motion carries: 4/1

- 12.d Discussion on 2016 Earth Day/Arbor Day celebration - As requested by Manager Siegel

Manager Siegel provided the background and looks to schedule a date.

After discussion, there is consensus to proceed with the project and to coordinate with the Parks & Parkway Advisory Board. A tentative date is Saturday, April 23rd.

- 12.e Discussion on Cell Towers - As requested by Manager Siegel

Manager Siegel has been contacted in the past from telecommunication serviced providers who would look to come in to the Village and identify poor cell service areas, and perhaps suggest a location for a cell tower.

Chief McKenna explained there have been instances of having the need to use cell phones during a police emergency, where calls were dropped or service was poor.

After discussion there was consensus to authorize the Village Manager to get more information and to contact telecommunication carriers.

12.f Report on Dade Days - As requested by Commissioner Ross

Commissioner Ross provided the background, and the key people she met during her trip. Suggested that the Village apply for FDOT Road Repair Funding. The cost of the trip was \$988.45 and looks to get reimbursement for half of that cost.

There is consensus to approve the reimbursement.

12.g Discussion to unfund the Public Services Manager position - As requested by Commissioner Anderson

Commissioner Anderson provided the background. Believes that the responsibilities for this position can be done by competent department heads and the Manager. Believes the salary amount for this position can be better used for Village projects.

Commissioner Ross: Better to consider this after we have reviewed the financial status after the mid year review.

Manager Siegel - this position is vital for the day-to-day operation of the Village, and the interaction with residents on services provided. Currently assessing the needs of the Village and how to better craft this position description.

Mayor Coviello: More product to individually meet with the Manager to provide feedback and discuss further.

Harvey Bilt: We need to have that position. Manager is doing a good job, let her do her job.

At 10:58pm, Vice Mayor Watts makes a motion to extend the meeting for 10 minutes and it is seconded by Commissioner Ross.

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

Opposed: Commissioner Anderson and Commissioner Jonas.

Motion carries: 3/2

13 Request for Placement of Items on Next Meeting Agenda

Mayor Coviello - discussion of a Dog Park.

Commissioner Ross: Reconciliation of new construction of Village Hall and the Log Cabin restoration projects.

Commissioner Ross: Impact of short term rentals.

Commissioner Jonas: Discussion of median closure at 121st and 5th avenue.

Vice Mayor Watts: Pelican Harbor event sponsorship.

14 Reports

14.a Village Manager

Annexation update: Just received notice for our application to be on the March County meeting. However, there was a notice issue, and will probably be re-scheduled for April.

14.b Village Attorney

Attorney Hearn confirms the expectations regarding the application for a variance for a development in the City of North Miami.

15 Announcements

Wednesday, March 2nd - Code Review Board at 7:00pm
Monday, March 7th - Planning & Zoning Board at 6:30pm
Wednesday, March 9th - Public Art Advisory Board at 6:00pm
Monday, March 14th - Code Compliance Board at 7:00pm
Tuesday, March 15th - Presidential Preference Primary Election - 7:00am to 7:00pm
Wednesday, March 16th - Parks & Parkway Advisory Board at 7:00pm
Saturday, March 19th - Spring Fest starting at 10:00am
Monday, March 21st - Planning & Zoning Board at 6:30pm
Tuesday, March 22nd - Miami Shores Free Member Mixer at 5:30pm
Tuesday, March 22nd - Recreation Advisory Board at 7:00pm
Saturday, March 26th - Food & Tunes St Patrick's Day at 6:30pm
Monday, April 4th - Meet and Greet with Police Chief & Village Manager at 5:00pm
Monday, April 4th - Planning & Zoning Board at 6:30pm

Our next regular Commission meeting is Tuesday, April 5, 2016, at 7:00pm.

Adjournment

The meeting was adjourned at 11:09pm.

Commission approved on _____.

Attest:

David Coviello, Mayor

Maria Camara, Village Clerk



Village of Biscayne Park

Commission Agenda Report

Village Commission Meeting Date: April 5, 2016

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 - December 9, 2015
- Parks & Parkway Advisory Board - January 20, 2016
- Parks & Parkway Advisory Board - February 16, 2016
- Parks & Parkway Advisory Board - March 16, 2016 DRAFT
- Recreation Advisory Board - February 24, 2016
- Recreation Advisory Board - March 23, 2016 DRAFT
- Planning & Zoning Board - March 7, 2016
- Planning & Zoning Board - March 21, 2016 DRAFT
- Code Compliance Board - March 14, 2016 DRAFT
- Public Art Advisory Board - March 8, 2016 DRAFT
- Code Review Board - March 2, 2016 DRAFT



The Village of Biscayne Park

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

PARKS &
PARKWAY
ADVISORY BOARD

Dan Keys
Chairman

Barbara Kuhl
Kimberlee Misek
Randy Wagoner

MINUTES
PARKS & PARKWAY ADVISORY BOARD
NEW VILLAGE HALL
640 NE 114th Street
Wednesday, DECEMBER 9, 2015 at 7:00PM

1. CALL TO ORDER AND ROLL CALL – Barbara Kuhl, Randy Wagoner and Dan Keys were present. Kimberlee Misek was absent. Residents, Gary Kuhl, Janey Anderson and Milton Hunter were present. Village Clerk, Maria Camara and Village Manager Heidi Siegel represented staff. Commissioners Barbara Watts and Roxanna Ross were present.
2. AGENDA ADDITIONS AND DELETIONS - None
3. PUBLIC COMMENT - As indicated below.
4. APPROVAL OF MINUTES – Minutes of November 24, 2015, were approved.
5. OLD BUSINESS
 - A. General median maintenance – No discussion this meeting
 - B. Tree removal and tree trimming issues – No discussion this meeting.
 - C. Athletic field turf maintenance – No discussion this meeting.
 - D. Highway Beautification Grant Proposal made for median of NE 6th Ave – The Village Manager advised that the bids had been received for the replacement plant material, and the costs were very high relative to the funding. Investigations into alternatives were ongoing.
 - E. Sixth th Ave. Bridge Grant - No discussion this meeting.
 - F. Discussion of progress on design/installation of secondary entrance signage related to Miami-Dade County grant funding. Landscape plans for the signage were presented and Board members and attending residents expressed that the number of tall plants behind the signs seemed excessive and over bearing and that there were concerns about the saw palmetto plants on either side of the signs as related to possible sight line visibility as the plants grew. There was also concern that the plants for in front of the signs would grow to tall. The Village Manager advised that she would request that a representative from Sovino and Miller attend the next meeting in order to discuss these items and any resulting adjustments to the plans.
 - G. Tree fertilization update - No discussion this meeting.



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- H. "Million Orchid" project - No discussion this meeting.
- I. Resolution of "Conflicting Tree Location" issues - No discussion this meeting.
- J. Restoration of 6th Ave irrigation – No discussion this meeting.
- K. Discussion of changes made to landscape in front of 113 St. entrance sign – No discussion this meeting.
- L. Discussion regarding proposal to repurpose athletic field and proposed Vita Course – The Board asked about the fund raising effort of the Biscayne Park Foundation for this project and wondered if there were any plans as to how to implement the proposal. The Board asked if there had been any discussions as to its location and possible interference with other uses at the Recreation Center, etc.? Had there been any studies done as to the need or significant desire by residents for such an improvement. The Board expressed some concerns regarding these issues and suggested that its members could provide valuable insight into the planning process and it requested full involvement in that process should the project move towards becoming a reality. It was generally suggested that there might be some presentation to several Boards regarding the proposal so that the Commission could consider additional input.

Reference was made to the master plan for the recreation center that was prepared several years ago and Board members mentioned that some trees had been installed without full consideration of the plan. Specifically, two Arbor Day plantings had been made which were contrary to that plan. The Board advised that in one case a smaller maturing tree had been chosen which would not canopy over certain intended areas and in another case, a species was planted in a location where it would later likely interfere with the Volleyball court. The Board offered its assistance with picking Arbor Day planting locations and tree species. The Village Manager agreed that the Parks and Parkways Board would be asked for its input.

6. NEW BUSINESS

- A. Discussion of landscaping around the log cabin and screening of the electric panel – Open discussion took place between members and the public regarding how to screen the electric panels and the air-conditioning units on the South side of the log cabin. Dan Keys proposed for discussion, the possibility of the installation of some sort of metal, wood or possibly plastic screen in addition to landscaping. The methods and possible location of the screen and the materials to be used were part of the general discussion. Dan suggested that a decorative screen could be tightly constructed around the electric boxes and that doors could provide necessary and safe access on their West side. He felt that this would consolidate the appearance of the boxes, which could then be further screened by less dense plant



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material. Additionally, he proposed that providing a low decorative screen around the air-conditioning units and the water supply apparatus could allow for a less cumbersome landscape. Member Barbara Kuhl and resident Gary Kuhl advised that they were not in favor of the screen idea as they felt that it would visually accentuate the presence of these mechanical elements. No resolution was forthcoming and the general idea was that this did not need to be decided at the December meeting. The Village Manager confirmed, as the Board had been previously advised, that the electrical boxes would be painted prior to the ribbon cutting.

Discussion shifted to how to prepare the building for the grand opening in January. Consensus was that landscaping could wait for a comprehensive design and the Village Manager suggested that the ground area around the cabin could be nicely mulched and it was subsequently agreed that Pine Bark mulch should be used for this with a different mulch being used for the building access paths. This work would be accomplished as part of the Martin Luther King day of service along with grading and cleanup activities.

- B. Discussion of landscaping and fencing at the Recreation Center basketball court - No discussion this meeting.
- 7. NEXT MEETING DATE – It was agreed that the next meeting would take place on Wednesday, January 20, 2015 at 7 PM at the new Village Hall.
- 8. ADJOURNMENT at 9:28 P.M.

Minutes of December 9, 2015, were approved on _____

By: _____
Dan Keys, Chair



PARKS &
PARKWAY
ADVISORY BOARD

Dan Keys
Chairman

Barbara Kuhl
Kimberlee Misek
Randy Wagoner

**MINUTES
PARKS & PARKWAY ADVISORY BOARD
NEW VILLAGE HALL
640 NE 114 Street
Wednesday, JANUARY 20, 2016 at 7:00PM**

1. CALL TO ORDER AND ROLL CALL – Barbara Kuhl, Randy Wagoner and Dan Keys were present. Kimberlee Misek was absent. Village Clerk, Maria Camara and Commissioner Roxanna Ross were present. A motion was made to not excuse Kimberlee Misek's absence. The motion passed unanimously.
2. AGENDA ADDITIONS AND DELETIONS - None
3. PUBLIC COMMENT - As indicated below.
4. APPROVAL OF MINUTES – None approved.
5. OLD BUSINESS
 - A. General median maintenance .– No discussion this meeting
 - B. Tree removal and tree trimming issues – No discussion this meeting.
 - C. Athletic field turf maintenance – No discussion this meeting.
 - D. Highway Beautification Grant Proposal made for median of NE 6th Ave – No discussion this meeting.
 - E. Sixth th Ave. Bridge Grant - No discussion this meeting.
 - F. Discussion of progress on design/installation of secondary entrance signage related to Miami-Dade County grant funding. Barry Miller from Sovino and Miller Design Studio, the consultant for the secondary entrance signs addressed the Board. He was asked what the intent of the taller plants behind the signs was. He advised that they were to screen the rear of the sign – primarily the silver, boxy attachment made to them. The Board indicated that it had previously discussed that they thought that these plants might block sight lines and that there seemed to be too many of them. Dan Keys advised Mr. Miller that it did not seem necessary to screen the back of the signs any longer due to the Village having recently painted over the silver portion of them. The Board had also had some concerns that low plants installed in front of them might block the signs. The planting of Saw Palmetto on the sides of the signs was of concern due to perceived sight line obstructions. Dan Keys made the suggestion that gray pea-gravel might be used in



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front of the signs as it was easy to maintain and it would present a low, clear sight line approach to the signs. Mr. Miller advised that possibly the signs could be raised or at least that the four future signs might be raised at least as far as to insure that their bases were level with the top of the curbing. Mr. Miller concurred that gray granite pea-gravel (not larger stones) would be the size of stone to use and that this material would be complementary in color to the Corten steel of the signs. After further discussion of plant material options, it was agreed to plant one Saw palmetto palm behind the sign sufficiently far away that it would not grow close enough to touch the sign to a great extent. Further, it was agreed to seek out samples of the gray stone to test on site, as there was general agreement that a pea-gravel of some color should be placed in front of and around the rear of the signs. It was agreed that various low and medium height plants would be planted on either side of the signs with the specific plants not yet being determined. Barbara Kuhl expressed a dislike of an asymmetric planting of tall plants behind the sign. The Board did not preclude the planting of taller plants behind the sign but agreed to proceed in a stepwise manner in recommending specific plants for the sides of the sign and then reevaluate the aesthetics at that point. The possibility of buying a small assortment of different appropriately sized plants for testing onsite was agreed upon as one course of action, subject to discussion with staff.

- G. Tree fertilization update - No discussion this meeting.
- H. "Million Orchid" project - No discussion this meeting.
- I. Resolution of "Conflicting Tree Location" issues - No discussion this meeting.
- J. Restoration of 6th Ave irrigation – No discussion this meeting.
- K. Discussion of changes made to landscape in front of 113 St. entrance sign – In the course of the discussion with Mr. Miller outlined in item F above, Mr. Miller asked how the multi tiered planting in front of the main Village sign at 113 Street had come about, as it was not what was intended by his earlier design of that planting. It was explained that the previous administration had undertaken the planting, possibly to minimize the expense of changing out seasonal flowers for that location. Mr. Miller advised that the intent for the front of the sign was to insure that the sign itself, including the metal and stonework, would be the design focal point and that these elements would be fully visible. He advised that at this point in time, the lower part of the stonework and metalwork was obscured. He further advised that the very formal clipped hedge was not complementary to the more informal planting



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behind and on each side of the sign. Originally, the area in front of the sign was simply planted with lawn-grass. Mr. Miller left open the possibility of one level of low hedge, but that this was not necessarily advisable. Mr. Keys questioned the need for any hedge as this required unnecessarily costly maintenance, as did the current planting. No specific recommendation was made as the Village Manager had not yet had the benefit of hearing the discussion mentioned above. The item would be brought forward at the next meeting for further discussion.

- L. Discussion regarding proposal to repurpose athletic field and proposed Vita Course – No discussion this meeting.

- M. Discussion of landscaping around the log cabin and screening of the electric panel – The Board again discussed this issue, noting that the electrical boxes had been painted and that this had improved their appearance. Two general thought processes were put forward to screen the electric boxes. The first being, as described by Barbara Kuhl; loosely screening the boxes with small trees under-planted with low shrubs, with the foliage of the small trees meeting the shrubs so that there was no open visibility under the tree foliage. Barbara Kuhl suggested Bahama Strongbark, Jamaica Caper, Texas sage and ligustrum as possible plants for this purpose. Mr. Keys advised that he didn't quite understand how obscure the planting would be, but that if a solid screening was intended, that would be too imposing. He advised that he was not against a similar planting where there was a separation between upper tree planting and the lower shrub material, which was not intended to totally obscure the electric boxes and which was not too dense. At this point he proposed the possibility of a decorative screening material to be tightly adhered to the electrical boxes on the back side (east) and made such that there were two closely installed decorative screen access doors on the front side (west) that could be opened for access to each electric panel. This would seem to provide the necessary access and safety clearances while consolidating (smoothing out) the appearance of the electric panels. In lieu of the screening, he would also be ok with just allowing the as is electric panel installation to be visible through open canopy screening plants, such that a dense mass of foliage was not obstructive of the building. The idea of having building signage affixed to this same type of enclosure, thus giving a secondary purpose for a structure in that location, was also forwarded by Mr. Keys. Some members thought that this was not the best location for a sign given the vehicular circulation to the site. It was suggested by Mr. Keys that although this was true as to vehicles, it was not true as to visibility from the administration building and in any event we were trying, with this suggestion, to solve the issue of an unattractive electric panel. No



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recommendation was forthcoming as further investigation of specific plant material and decorative screening was necessary and would be carried out by members before the next meeting. Screening of the air-conditioning units and the various water control apparatuses again focused on the possibility of a hard decorative screen in conjunction with a plant material, with Mr. Keys suggesting that this could be less intrusive than just having a dense hedge as the screening material. Again, additional investigation needed to be made before a recommendation could be made. Members did indicate that a solid hedge would sufficiently obscure the mechanical equipment at least from views from the road face of the units.

- N. Discussion of landscaping and fencing at the Recreation Center basketball court. The opinion was expressed that the newly installed bike racks and benches seemed to be placed too close to the courts such that players might unintentionally encounter them during active play. The merits of fence removal as a tool for calming down the activity on the courts was debated against the issue of errant balls and players encountering other park users. Apparently the results have been positive if at least not negative. Mr. Keys suggested that if landscaping was desired, that the Park Master Plan proposal for a palm and hedge planting along 9th avenue would be his suggestion. Generally, though, it was the consensus that other landscape projects such as for the Village signage be completed before moving forward with this proposal.

6. NEW BUSINESS - None
7. NEXT MEETING DATE – Tentatively, February 17th at 7 PM at the new Village Hall.
8. ADJOURNMENT at 9:28 P.M.

Minutes of January 20, 2016 were approved on _____

By: _____
Dan Keys, Chair



**PARKS &
PARKWAY
ADVISORY BOARD**

**Dan Keys
Chairman**

**Barbara Kuhl
Kimberlee Misek
Randy Wagoner**

**MINUTES
PARKS & PARKWAY ADVISORY BOARD**

NEW VILLAGE HALL

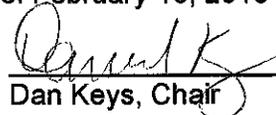
640 NE 114 Street

Tuesday, FEBRUARY 16, 2016 at 7:00PM

1. CALL TO ORDER AND ROLL CALL – Barbara Kuhl, Randy Wagoner and Dan Keys were present. Kimberlee Misek was absent. Village Clerk, Maria Camera and Commissioner Roxanna Ross were present. A motion was made to not excuse Kimberlee Misek's absence. The motion passed unanimously.
2. AGENDA ADDITIONS AND DELETIONS - None
3. PUBLIC COMMENT - As indicated below.
4. APPROVAL OF MINUTES – The Board reaffirmed the approval of the minutes of April 8, 2015 and August 19, 2015, which occurred at the September 16, 2015 meeting. The Board further approved the minutes of October 21, 2015, December 9, 2015 and January 20, 2016. Consensus of the Board was to confine future minutes to a more action related format.
5. OLD BUSINESS
 - A. "Million Orchid" project – Board decided to remove this from further discussion.
 - B. Discussion of landscaping around the log cabin and screening of the electric panel – The Board again discussed this issue and decided to wait for new members before making a recommendation.
6. NEW BUSINESS – None
7. NEXT MEETING DATE – March 16th at 7 PM at 640 NE 114 Street, new Village Hall.
8. ADJOURNMENT at 8:40 P.M.

Minutes of February 16, 2016 were approved on March 16, 2016

By:



Dan Keys, Chair



PARKS &
PARKWAY
ADVISORY BOARD

Dan Keys
Chairman

Barbara Kuhl
Vice-Chair

Tom Ferstle
Secretary

Randy Wagoner

Mac Kennedy

**MINUTES
PARKS & PARKWAY ADVISORY BOARD
NEW VILLAGE HALL
640 NE 114 Street
Wednesday, March 16, 2016 at 7:00PM**

1. CALL TO ORDER AND ROLL CALL – Dan Keys, Barbara Kuhl, Randy Wagoner, Mac Kennedy, and Tom Ferstle were present. Also present were Commissioners Roxanna Ross and Barbara Watts, Village Manager Heidi Siegel and Village Clerk Maria Camara and Parks and Recreation Manager Shelecia Bartley.
2. AGENDA ADDITIONS AND DELETIONS -
Welcomes and Introductions of new members Tom Ferstle and Mac Kennedy.
Dan Keys was elected to be Chair unanimously by the Board.
Barbara Kuhl was elected to be Vice-Chair unanimously by the Board.
Tom Ferstle was elected to be Secretary unanimously by the Board.
3. PUBLIC COMMENT - As indicated below.
4. APPROVAL OF MINUTES – The Board unanimously approved of the minutes of February 16th, 2016.
5. OLD BUSINESS
 - A. General median maintenance- Discussion moved to next meeting.
 - B. Tree removal and tree trimming issues - Discussion moved to next meeting.
 - C. Athletic field turf maintenance – progress – pre emergent herbicide- Discussion moved to next meeting.
 - D. Highway Beautification Grant Proposal made for median of NE 6th Ave – progress towards completion- Discussion moved to next meeting.
 - E. Sixth Ave. Bridge Grant - Discussion of project progress – final planting of native plants in stock. Replanting of damaged plants. Irrigation.- Discussion moved to next meeting.
 - F. Discussion of progress on design/installation of secondary entrance signage related to Miami-Dade County grant funding. There was an



The Village of Biscayne Park

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

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extensive discussion on this subject. See Motions Passed under New Business below.

- G. Resolution of "Conflicting Tree Location" issues.- Discussion moved to next meeting.
- H. Restoration of 6th Ave irrigation – progress. Discussion moved to next meeting.
- I. Discussion of changes made to landscape in front of 113 St. entrance sign. Discussion moved to next meeting.
- J. Discussion regarding proposed Vita Course. Discussion moved to next meeting.
- K. Discussion of landscaping around the log cabin and screening of the electric panel. There was an extensive discussion on this subject. See Motions made in regards below under New Business.

5. NEW BUSINESS –

A. Motion was made by Barbara Kuhl and seconded by Randy Wagoner to ask the Commissioners to request a review from the lighting contractor responsible for the solar powered lighting design at the new signage locations. The Board reviewed the design plans and noted that the height of the power poles was not described in original proposal and the Board was disappointed that a low profile option for the power required to light the signs was not installed in lieu of the utilitarian and industrial style of the current power poles. The motion was passed unanimously.

B. Motion was made by Tom Ferstle and seconded by Randy Wagoner for landscaping for around the signage -board recommended that two dwarf fakahatchee grass for each site with a v-shaped gravel in front to the street. The motion passed unanimously.

C. Motion was made by Barbara Kuhl and seconded by Tom Ferstle to recommend the Village purchase the following trees in order to use for Arbor Day planting-the planting is intended to add landscaping to the log cabin and offer some concealment of the utility rack on the south side of the log cabin. Motion passed unanimously.

- 1 Fiddle wood
- 2 Simpsons stoppers
- 2 redberry stoppers
- 1 Spanish stoppers
- 1-Jamaican caper
- 1-Bahamas little strong bark

6. NEXT MEETING DATE – April 20th at 7 PM at 640 NE 114 Street, new Village Hall.

7. ADJOURNMENT at 9:23 P.M.



The Village of Biscayne Park

640 NE 114th St., Biscayne Park, FL 33161
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Minutes approved on.....

By: _____
Dan Keys, Chair



MINUTES
RECREATION ADVISORY BOARD
Village Hall 640 NE 114 Street
Wednesday February 24, 2016 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 on February 24, 2016
2. **ROLL CALL- Present** – Dan Samaria, Elizabeth Goldman and Rosemary Wais.
Absent-Bridgita Pallango. Present from Staff: Shelecia Bartley, Park & Recreation Manager. Ms.Pallango’s absence was counted as unexcused because no contact was made with the Village Clerk. Motion to count absence as unexcused was made by Rosemary Wais. Seconded by Elizabeth Goldman. All in Favor 3-0.
3. **ADDITIONS, DELETIONS OR WITHDRAWALS TO ORDER OF BUSINESS**
None
4. **APPROVAL OF MINUTES-** Approval of the Minutes from January 26, 2016. Motion made to approve by Rosemary Wais. Seconded by Elizabeth Goldman. All in favor 3-0.
5. **OLD BUSINESS**
 - 5a. Update on Resident Picnic –Board discussed how they are going to present the idea of the picnic to the Commissioners. The board completed the special events permit and discussed the talking points that they are going to share during public comments.
6. **NEW BUSINESS**
 - 6a. Relay for Life- Park Manager Bartley explained to the board what is going to take place during the Relay for Life. Also board was asked to help volunteer during the Relay for Life event.
 - 6B. Egg Hunt- Rosemary Wais shared her findings with the board about the candy that would be used for the candy counting contest. The board discussed the type of candy that would be used and the information that would be included on the flyer. the board also discussed the rules for participating in the contest. A motion was made by Rosemary Wais to have a table and to host the candy counting contest. seconded by Dan Samaria. All in Favor 3-0.



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7. PUBLIC COMMENT- Dan Samaria- Updated the board about his and Rosemary's Visit to pay their respects to the Vilazan Family on behalf of the Recreation Advisory Board.

8. FUTURE CALENDAR OF EVENTS

Recreation Advisory Board discussed a decision to change the date of the March 22nd 2016 meeting. A motion was made by Dan Samaria to change the date to Wednesday March 23, 2016. Seconded by Elizabeth Goldman. All in Favor 3-0.

Recreation Manager Bartley discussed partnering with Recreation Advisory Board to hold a community karaoke or community teen game night in the park with the large movie screens.

9. ANNOUNCEMENTS / SCHEDULE OF NEXT MEETING – The next meeting of the Recreation Advisory Board is **Wednesday March 22, 2016**, at 7:00PM.

10. ADJOURNMENT- Meeting was adjourned at 7:45 pm. Motion was made by Rosemary Wais. Seconded by Dan Samaria All in Favor 3-0.

Minutes approved on _____

Dan Samaria, Chairman



**RECREATION
ADVISORY BOARD**

Dan Samaria
Chair

Elizabeth Goldman
Vice Chair

Bridgita Pallango
Rosemary Wais

**MINUTES
RECREATION ADVISORY BOARD
Village Hall – 640 NE 114th Street, Biscayne Park, FL
Wednesday, March 23, 2016 at 7:00PM**

1. **CALL TO ORDER**-Meeting Called to order at 7:00pm
2. **ROLL CALL**-Present Dan Samaria, Rosemary Wais, Bridgita Pallango Absent-Elizabeth Goldman
3. **ADDITIONS, DELETIONS OR WITHDRAWALS TO ORDER OF BUSINESS**
Deletion- 6a.
4. **APPROVAL OF MINUTES**
Motion to approve the February 24th 2016 meeting made by Rosemary Wais,
Seconded by Bridgita Pallango. All in Favor 3-0.
5. **NEW BUSINESS**
Motion to select Dan Samaria as Chairman of the Recreation Advisory Board made by
Rosemary Wais. Seconded by Bridgita Pallango. All in Favor 3-0. Motion to select
Elizabeth Goldman as Vice Chairman made by Rosemary Wais. Seconded by Bridgita
Pallango. All in Favor 3-0.
6. **OLD BUSINESS**
6a. Manager Bartley read and explained to the Board about Resolution 2016-06.
Explained to the board that if there is not a quorum for meeting. Members can
elect to have a workshop and discuss the agenda but not vote on any items and
minutes must be taken.

6b. Rosemary Wais recapped the raffle as well as the candy counting contest.
Rosemary also presented receipts for reimbursement for supplies and materials for
the Egg Hunt. Chairman Samaria will present the receipts to the Biscayne Park
Foundation for Rosemary to be reimbursed.
7. **PUBLIC COMMENT**- None
8. **FUTURE CALENDAR OF EVENTS**
8a. Chairman Samaria discusses with board about bringing ideas for events to be
hosted by the board.
9. **ANNOUNCEMENTS / SCHEDULE OF NEXT MEETING** – The next meeting of the
Recreation Advisory Board is Tuesday April 26, 2016 at 7pm. Special Workshop to
discuss pot luck picnic on March 28th 2016 at 7pm. Motion made by Dan Samaria.
Seconded by Rosemary Wais. All in Favor 3-0.



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9. **ADJOURNMENT-** Meeting was adjourned at 7:20pm.

Minutes approved on: _____



MINUTES

PLANNING & ZONING BOARD MEETING

Log Cabin

640 NE 114 St – Biscayne Park, FL

Monday, March 7th, 2016 at 6:30pm

PLANNING & ZONING BOARD

Gage Hartung
Chairman

Andrew Olis
Vice Chairman

Elizabeth Hornbuckle
Doug Tannehill

Alternates
Mario Rumiano

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- Motion to excuse by A. Olis,
Seconded by E. Hornbuckle. Approved 4-0

Mario Rumiano – Alternate – present

Irwina Peterson, Sal Annese– staff attendance – present

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

- a. Staff to continue to scan support documents to Board members for review and provide at least two hard copies of each file at meetings.
- b. Plans requested dry run review will first be submitted to Planning & Zoning Board for approval if applicable.

4. APPROVAL OF MINUTES

February 16th, 2016

Motion by A. Olis, Seconded by E. Hornbuckle. Approved 4-0

5. PAINT PERMITS

- a. Derby – 728 NE 117 St

Motion by A. Olis, seconded by E. Hornbuckle. Approved 4-0

6. BUILDING PERMITS

- a. Cooke – 12015 NE 7 Ave- Pool Installation

Motion by A. Olis seconded by M. Rumiano. Approved 4-0

- b. Nacriflo – 10920 NE 10 Ave- Duplex conversion to single family dwelling

Motion by A. Olis, seconded by E. Hornbuckle. Approved 4-0



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- c. Silvergate Management – 451 NE 119 St- Addition
Motion by M. Rumiano, seconded E. Hornbuckle. Approved 3-0. A. Olis
recused from voting.
- d. Marrero/Espinoza- 1007 NE 117 St- After the fact – Exterior Wall
Motion by A. Olis, seconded by E. Hornbuckle. Approved 4-0
- d.a. Marrero/Espinoza- 1107 NE 117 St- After the fact- Wood Deck
Motion by E. Hornbuckle, seconded by A. Olis- Approved 4-0
- e. Minardi – 685 NE 119 St – Fence- Tabled for more information
- f. Diaz- 11335 NE 8 Ct- Driveway
Motion by M. Rumiano, seconded by A. Olis. Approved 4-0
- g. Mace- 1108 NE 119 St- Gate
Motion by E. Hornbuckle, seconded by A. Olis. Approved 4-0
- g.a. Mace- 1108 NE 119 St- Driveway
Motion by E. Hornbuckle, seconded by A. Olis. Approved 4-0
- h. Mallette – 631 NE 119 St- Window Replacement
Motion by A. Olis, seconded by M. Rumiano. Approved 4-0
- i. Kvelto – 11400 NE 9 Ave- Window Replacement
Motion by A. Olis, seconded by E. Hornbuckle. Approved 4-0
- j. Tudor- 725 NE 113 St- Window Replacement
Motion by A. Olis, seconded by M. Rumiano. Approved 3-1
Opposed by E. Hornbuckle.
- k. Narboni- 764 NE 111 St- Roof Replacement
Motion by A. Olis, seconded by E. Hornbuckle. Approved 3-1
Opposed by G. Hartung
- l. 938 Biscayne Investment- 950 NE 113 St- Replace doors
Motion by A. Olis, seconded by E. Hornbuckle. Approved 4-0
- m. Petrus – 10821 NE 10 Ave- Window Replacement
Motion by A. Olis, seconded by E. Hornbuckle. Approved 4-0
- n. Sarno- 601 NE 116 St- Window Replacement
Motion by E. Hornbuckle, seconded by A. Olis. Approved 4-0
- n.a. Sarno- 601 NE 116 St- Roof Replacement
Motion by A. Olis, seconded by M. Rumiano. Approved 4-0
- o. Idress – 610 NE 121 St- Roof Replacement
Motion by M. Rumiano, seconded by E. Hornbuckle. Approved 4-0



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- p. Goehl- 925 NE 115 St- Install Patio
Motion by E. Hornbuckle, seconded by A. Olis. Approved 4-0
- q. Rumiano- 560 NE 118 St
Motion by E. Hornbuckle, seconded by A. Olis. Approved 3-0. R. Muriano
recused from voting.

- r. Kuplin Investment- 842 NE 121 St – Garage Door
Motion by M. Rumiano, seconded by E. Hornbuckle. Approved 4-0

- r.a. Kuplin Investment- 842 NE 121 St – Duplex Conversion
Motion by A.Olis, seconded by E. Hornbuckle. Approved 4-0

The next meeting of the Planning & Zoning Board are Monday , March 21st , 2016 and
Monday, April 4th, 2016.

8. ADJOURNMENT

This meeting was adjourned at 7:40 p.m.

Minutes approved on: _____
(Date)

By: _____
Gage Hartung, Chair Planning & Zoning Board



MINUTES

PLANNING & ZONING BOARD MEETING

Log Cabin

640 NE 114 St – Biscayne Park, FL

Monday, March 21st , 2016 at 6:30pm

PLANNING & ZONING BOARD

**Gage Hartung
Chairman**

**Andrew Olis
Vice Chairman**

**Elizabeth Hornbuckle
Doug Tannehill**

**Alternates
Mario Rumiano**

1. CALL TO ORDER

This meeting was called to order at 6:30 P.M.

2. ROLL CALL

Gage Hartung – Chair – absent- Motion to excuse by M. Rumiano, seconded by D. Tannehill. Approved 4-0

Andrew Olis – Vice chair – present

Elizabeth Hornbuckle – Board Member – present (joined meeting at 6:33 p.m.)

Doug Tannehill – Board Member – present

Mario Rumiano – Alternate – present

Irwin Peterson, Sal Annese– staff attendance – present

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

a. Minardi – 685 NE 119 St- Fence

Tabled for more information. Motion by D. Tannehill, seconded by M. Rumiano.

Approved 4-0

4. APPROVAL OF MINUTES

March 7th, 2016.

Motion by E. Hornbuckle, seconded by M. Rumiano. Approved 4-0

5. PAINT PERMITS

a. Lazaro Petite & Liliana Rosa – 12035 NE 11 Ct

Motion by D. Tannehill, seconded by M. Rumiano. Approved 4-0

6. BUILDING PERMITS

a. Jonas – 918 NE 119 St- Window Replacement

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

b. Wellert-1016 NE 113 St- Fence

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

c. Mace- 1108 NE 119 St- Roof Replacement

Motion by e. Hornbuckle, seconded by D. Tannehill. Approved 4-0



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- c.1.Mace- 1108 NE 119 St- After the Fact- Exterior Wall.
Motion by D. Tannehill, seconded by M. Ruminano. Approved 4-0

- d. Natfield Properties LLC – 862 NE 119 St- Driveway
Motion by D. Tannehill, seconded by M. Rumiano. A. Olis
recused from voting. Approved 3-0
- d.1.Natfield Properties LLC- 862 NE 119 St- Fence
Motion by D. Tannehill, seconded by M. Rumiano. A. Olis
recused from voting. Approved 3-0
- d.2.Natfield Properties LLC- 862 NE 119 St- Decks
Motion by D. Tannehill, seconded by M. Rumiano. A. Olis
recused from voting. Approved 3-0

- e. Alvarez – 1008 NE 117 St- Driveway
Motion by E. Hornbuckle, seconded by D. Tannehill. Approved 4-0

- f. Addarie- 775 NE 115 St- Driveway
Motion by E. Hornbucke, seconded by D. Tannehill. Approved 4-0

- g. Carter- 12005 NE 8 Ave- Driveway
Motion by E. Hornbucke, seconded by D. Tannehill. Approved 4-0

- h. Metayer – 1211 NE 120 Terr- Shed
Motion by D. Tannehill, seconded by E. Hornbuckle. Approved 4-0

- i. Petrus- 10821 NE 10 Ave- Garage Conversion
Motion by D. Tannehill, seconded by M. Rumiano. Approved 4-0
- i.1. Petrus- 10821 NE 10 Ave- Window and Door Replacement
Motion by D. Tannehill, seconded by M. Rumiano- Approved 4-0

- j. Eaton- 11535 NE 8 Ave- Accessory Bldg- Walk on
Motion by D. Tannehill, seconded by M. Rumiano. Approved 4-0

The next meetings of the Planning & Zoning Board are Monday, April 4th, 2016
and Monday, April 18th, 2016.

6. ADJOURNMENT

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

Minutes approved on _____.

By: _____
Gage Hartung, Chair



CODE
COMPLIANCE
BOARD

Gary Kuhl
Chairman

Harvey Bilt
Dale Blanton
Linda Dillon
Jenny Johnson-
Sardella

Alternate
Laura Graves

MINUTES
CODE COMPLIANCE BOARD
Log Cabin 640 NE 114 St, Biscayne Park, FL
Monday, March 14th, 2016 at 7:00pm

1. CALL TO ORDER

The 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 – Present
Laura Graves - Absent

3. ADDITIONS, DELETIONS OR WITHDRAWALS TO ORDER OF BUSINESS

Village Manager to discuss proposed adoption of chart of fines and short discussion at end of meeting only.

4. APPROVAL OF MINUTES

a. February 08, 2016
-Motion by Harvy Bilt, Seconded by Dale Blanton. Motion passed 4-0

5. NEW BUSINESS

- a. Mercedes Diaz – 723 NE 112 St - Front Overgrown grass, weeds and shrubberies: Case # 16-0183
Motion by Dale Blanton, Seconded Jenny Johnson-Sardella. Motion passed 4-0.
In compliance and case closed.
- b. Mercedes Diaz – 723 NE 112 St- Mulch not properly organized in the front yard: Case # 16-0182
Motion by Dale Blanton, Seconded by Jenny Johnson-Sardella. Motion passed 4-0.
In compliance and case closed.



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- c. Felipe Alberto Villar TRS -1245 NE 119 St- Recycling and garbage containers not properly stored: Case # 16-0181.

Motion by Harvey Bilt, Seconded by Jenny Johnson-Sardella. Motion passed 4-0.

In compliance and case closed.

- d. Kenyon Rump- 11804 NE 11th Ave- Tree branches and yard debris on the property: Case # 16-0037.

Motion Dale Blanton, Seconded by Harvey Bilt. Motion passed 4-0

Resident given until 3-19-16 for compliance. If resident not in compliance, there will be \$25 fine and \$5 daily fine.

- e. Kenyon Rump- 11804 NE 11th Ave- Overgrown grass, weeds and shrubberies: Case # 16-0038.

Motion by Jenny Johnson-Sardella, Seconded by Dale Blanton. Motion passed 4-0

Resident given until 3-19-16 for compliance. If resident not in compliance, there will be \$25 fine and \$5 daily fine.

- f. Patrick J. Simmons- 10733 NE 9th Ave- Garage and trash on the property: Case # 16-0124.

Motion by Dale Blanton, Seconded by Jenny Johnson-Sardella. Motion passed 4-0.

In compliance and case closed.

- g. Jose Ramirez JR- 720 NE 117th St- Decayed and falling tree on the property: Case #16-0036.

Motion by Dale Blanton, Seconded by Linda Dillon. Motion passed 4-0

Resident given until 3-19-16 for compliance. If resident not in compliance, there will be a \$ 25 fine and \$ 5 daily fine.

- h. Eguido Gonzalez- 11335 NE 11th Pl- Discarded material stored on the property: Case #16-0185.

Motion by Jenny Johnson-Sardella, Seconded by Dale Blanton. Motion passed 4-0.

Resident given until 3-19-16 for compliance. If resident not in compliance, there will \$50 fine and \$10 daily fine.

- i. Eguido Gonzalez- 11335 NE 11th Pl- Non approved screen covering the fence: Case #16-0186.

Motion by Dale Blanton, Seconded by Jenny Johnson-Sardella. Motion passed 4-0.

In Compliance and case closed.



- j. Carol Dickson- 1060 NE 119th St- Discolored, chipping and dirty exterior surfaces of the house: Case #16-0184.
Motion by Jenny Johnson-Sardella, Seconded by Harvy Bilt. Motion passed 4-0.
Resident given until 5-1-16 for compliance. If resident not in compliance, there will be \$25 fine and \$5 daily fine.

- k. Magda T. Vergara – 12075 NE 10th Ave- Dirty and discolored exterior surfaces of the house: Case # 16-0188.
Motion by Dale Blanton, Seconded by Linda Dillon. Motion passed 4-0.
Resident given 14 days for compliance in which time paint permit shall be applied and obtained. If resident not in compliance, there will be \$50 fine and \$10 daily fine.

- l. Desiree Gumbs- 861 NE 119th St- Interior work done without a permit: Case # 16-0187.
Motion by Dale Blanton, Seconded by Jenny Johnson-Sardella. Motion passed 4-0.
In Compliance and case closed.

6. OLD BUSINESS

- a. Timothy R. Peluchette- 11106 NE 9th Ct- Roof not in good repair: Case # 16-0066
 - Motion by Dale Blanton, Seconded by Jenny Johnson-Sardella. Motion passed 3-1
 - Resident given 11 days to apply and obtain permit application. If resident not in Compliance, there will be \$50 fine and \$10 daily fine.

7. FINE REDUCTION

None

8. Added Discussion

Village Manager proposed to Board to consider working together on an Amendment to adopt the chart of fines guidelines. Agreed to bring to next meeting tentative proposal with schedules, fees, etc.

9. Announcements/SCHEDULE OF NEXT HEARING

The next meeting of the code compliance Board is Monday, April 11th, 2016.



The Village of Biscayne Park

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10. ADJOURNMENT

The meeting was adjourned at 7:49pm.

Minutes approved on _____

Gary Kuhl, Chair



PUBLIC ART
ADVISORY BOARD

Amy Raymond
Chair

Karen Marinoni
Larry Newberry
Melanie Oliva
Susan Weiss

MINUTES
PUBLIC ART ADVISORY BOARD
Village Hall – 640 NE 114th St., Biscayne Park, FL
Tuesday, March 8, 2016 at 6:00PM

1. CALL TO ORDER AND ROLL CALL – The meeting was called to order at 6:04pm. Present were board members Amy Raymond, Karen Marinoni, Larry Newberry, Melanie Oliva, and Sarah Court. Susan Weiss was absent. Motion by Larry Newberry and second by Karen Marinoni to mark the absence as excused. All in favor. Motion carries 5-0.
 - a. New member Sarah Court introduced herself to the rest of the board.
 - b. Consensus to select Amy Raymond as the Chair.
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 February 10, 2016, and it was seconded by Larry Marinoni. All in favor. Motion carries 5-0.
5. OLD BUSINESS –
 - a. Status of Pet Silhouettes for waste station locations: Larry Newberry and Amy Raymond to complete the installation the weekend of March 12th.
 - b. Call to Artists:

Current status: One person made a submission. Amy Raymond to reach out to the artist and further discuss, then bring back to the Board to confirm whether to bring forward for Commission approval along with suggested location.
 - c. Art showing at the Log Cabin: Board members will continue to reach out to artists for a donated art piece. Amy Raymond to draft art showing event information with suggested date/time for the Board's review and approval, to then present to the Commission.



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6. NEW BUSINESS – None.

7. NEXT MEETING DATE – Wednesday, April 13, 2016, at 6:00pm. All future meetings will take place at Village Hall.

8. ADJOURNMENT – Meeting was adjourned at 6:45pm.

Minutes approved on _____.



Village of Biscayne Park

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

Code Review Board
MEMBERS

Gage Hartung
Chairman

Dale Blanton
Judi Hamelberg
Gary Kuhl
Andrew Olis

MINUTES

CODE REVIEW BOARD MEETING

Village Hall

640 NE 114th Street – Biscayne Park, FL
Wednesday, March 2, 2016- 7:00 pm.

Call to Order 7:02 pm

Present: Gary Kuhl, Gage Hartung, Judi Hamelberg, Dale Blanton,
Andrew Olis
Village Manager Heidi Siegel

Approved Minutes the following minutes:
None

New Business

- a. Discuss and propose language for the Village Code to address the following: If there is a new home build, or substantial renovation to an existing home, a landscaping plan must be also be included with the building permit application.

Discussion by the board:

Situations this will apply to:

- New Construction
- Major Renovations
- Driveways

Board reviewed similar codes from other municipalities: Miami Shores Village, Fort Lauderdale, Surfside, Bay Harbor Islands, Pincrest, Delray Beach and Miami Dade County. Determined that the Delray Beach and Miami-Dade County had language that were compatible with what we were looking to write. We compiled the following language:

Minimum Landscape Requirements:

(1) All New Construction and Substantial Renovation of Existing Residence:

For single family residences for which a building permit has not been applied for prior to _____, 2016, the following minimum standards for landscaping shall apply:

- (a) One shade tree shall be planted for every two thousand five hundred (2,500) square feet of lot area. Shade trees for single family residences shall be a minimum of twelve (12) feet in height with a five (5) foot spread at

the time of installation. Existing trees preserved on the site with the same specifications as above, may be credited toward this tree requirement.

(b) Shrubs shall be installed along the foundation of the side of the residence that faces any street.

(c) Palms of a ten-foot minimum overall height or minimum caliper of three (3) inches at time of planting shall count as a required tree on the basis of two (2) palms-per tree, except as provided herein for palms used as of street trees. No more than thirty three (33) percent of the minimum tree requirements may be met by palms.

(d) Air-conditioning units visible from the adjacent street shall be screened with shrubbery or wood fencing that is tall enough to fully screen the units from view.

4. (e) All other lot areas not covered by driveways or structures shall be planted with lawn grass, ground cover or other approved landscape materials.
5. (f) All landscaped areas shall be provided with an irrigation system, automatically operated, to provide complete coverage of all plant materials and grass to be maintained.

(h) Prohibited and controlled tree species shall not be counted toward fulfilling minimum tree requirements. Prohibited trees shall be removed from the site in cases of new construction.

(i) Of the required trees at least:

- (1) Thirty (30) percent shall be native species (reference ____?); and
- (2) Fifty (50) percent shall be low maintenance and drought tolerant; and
- (3) No more than thirty (30) percent shall be palms.

(j) Eighty (80) percent of the trees shall be listed in the Miami-Dade Landscape Manual, the University of Florida's Low-Maintenance Landscape Plants for South Florida list.

(k) All shrubs shall be a minimum of eighteen (18) inches in height when measured immediately after planting. Shrubs shall be provided at ratio of ten (10) per required tree. Of the provided shrubs at least:

- (1) Thirty (30) percent shall be native species; and
- (2) Fifty (50) percent shall be low maintenance and drought tolerant; and
- (3) Eighty (80) percent shall be listed in the Miami-Dade Landscape Manual, the University of Florida's Low-Maintenance Landscape Plants for South Florida list.

(l) *Ground covers.* Ground cover plants used in lieu of grass, in whole or in part, shall be planted in such a manner as to present a finished appearance and reasonably complete coverage within one (1) year after planting.

(m) Cypress mulch shall not be used because its harvest degrades cypress wetlands.

(n) At least forty (40) percent of the required landscape and a minimum of 2 tree types shall be located in the front yard area.

(1) Existing Residences:

4. (a) All other lot areas not covered by driveways or structures shall be planted with lawn grass, ground cover or other approved landscape materials.

To be continued at April 6, 2016 meeting

Motion: No Motions / No votes

Adjourned 8:21

Draft Minutes – Not Approved



Village of Biscayne Park

Commission Agenda Report

Village Commission Meeting Date: April 5, 2016

Subject: Resolution 2016-14
Miami-Dade Schools Police Dept.

Prepared By: Chief Cornelius McKenna

Sponsored By: Staff

Background

Miami Dade Schools Police Department and the Village of Biscayne Park Police Department interact and assist each other on a daily basis. This cooperation and assistance is vital to meeting the ever increasing needs and demands of the respective jurisdictions. A new Mutual Aid Agreement is needed to continue this mutually beneficial level of service and assistance to each other.

Fiscal / Budget Impact

N/A

Recommendation

Approval of Resolution 2016-14.

Attachments

- Resolution 2016-14
- Mutual Aid Agreement

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PASSED AND ADOPTED this ____ day of _____, 2016.

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

David Coviello, Mayor

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

Maria C. Camara, Village Clerk

Approved as to form:

John J. Hearn, Village Attorney

A LAW ENFORCEMENT MUTUAL AID AGREEMENT FOR VOLUNTARY
COOPERATION AND OPERATIONAL ASSISTANCE BETWEEN
VILLAGE OF BISCAYNE PARK
AND THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA MIAMI-DADE
SCHOOLS POLICE DEPARTMENT

This Mutual Aid Agreement is entered into by and between the Village of Biscayne Park on behalf of Biscayne Park Police Department and The School Board of Miami-Dade County, Florida by and through The School Police, a political subdivision of the State of Florida hereinafter referred to as the Miami-Dade Schools Police Department.

WHEREAS, the jurisdictions of the Village of Biscayne Park and the Miami-Dade County School are so located in relation to each other that it is to the advantage of each to receive and extend mutual aid in the form of law enforcement services and resources to adequately respond to: (1) intensive situations including but not limited to emergencies as defined under Section 252.34(3), F.S., and (2) continuing, multi-jurisdictional law enforcement problems of a routine law enforcement nature, so as to protect the public peace and safety, and preserve the lives and property of the people; and

WHEREAS Biscayne Park Police Department and the Miami-Dade Schools Police Department have the authority under Part I of Chapter 23, F.S., the Florida Mutual Aid Act, to: (1) enter into a requested operational assistance Agreement for the purpose of requesting and rendering of assistance in law enforcement intensive situations and emergencies, and (2) enter into a voluntary cooperation Agreement of a routine law enforcement nature that crosses jurisdictional lines;

WHEREAS Biscayne Park Police Department and the Miami-Dade Schools Police Department intend this Agreement to be the underlying and governing Agreement in all future Memorandum of Understanding's entered into by both parties;
NOW, THEREFORE, the parties agree as follows:

I. PROVISIONS FOR OPERATIONAL ASSISTANCE

The aforesaid law enforcement agencies hereby approve and enter into this Agreement whereby each of the agencies may request and render law enforcement assistance to the other to include but not necessarily be limited to dealing with civil disturbances, large protest demonstrations, aircraft disasters, fires, natural or manmade disasters, sporting events, concerts, parades, escapes from detention facilities, and incidents requiring utilization of specialized units. A deputy sheriff or police officer of either of the participating law enforcement agencies shall be considered to be operating under the provision of this Agreement when participating in law enforcement activities that are preplanned and approved by each respective agency head, or appropriately dispatched in response to a request for assistance from the other law enforcement

agency. However the only time an officer will work outside of their jurisdiction is if mutual aid is preplanned or invoked and the officer is working and being compensated by the department. All off duty events outside of our jurisdiction will have mutual aid invoked and reimbursed by the requesting agency.

The agency heads of the participating law enforcement agencies, or their designees, shall establish procedures for giving control of the mission definition to the requesting agency, and for giving tactical control over accomplishing any such assigned mission and supervisory control over all personnel or equipment provided pursuant to this Agreement to the providing agency.

II. PROVISIONS FOR VOLUNTARY COOPERATION

In addition, each of the aforesaid law enforcement agencies hereby approves and enters into this Agreement whereby each may request and render law enforcement assistance to the other in dealing with any violation of Florida Statutes to include, but not limited to, investigating sexual misconduct, robberies, assaults, burglaries, larcenies, gambling, motor vehicle thefts, drug violations pursuant to Chapter 893, F.S., accidents involving motor vehicles, and violations of the Florida Uniform Traffic Control Law, providing backup services during patrol activities, and participating in inter-agency task forces and/or joint investigations.

III. POLICY AND PROCEDURE

- A. If a party to this Agreement needs assistance as set forth above, it shall notify the agency head or designee of the agency from which such assistance is required. The agency head or designee shall evaluate the situation and the agency's available resources, consult with his or her supervisors if necessary and respond in a manner deemed appropriate. The agency head's or designee's decision in this regard shall be final.
- B. Immediate Response for Assistance – In the event of a 315 (Emergency-Assist Other Officer) Dispatch call, officers may respond to assist and provide necessary law enforcement actions unless a supervisor from the responding agency cancels the response.
- C. Specific reporting instructions for personnel rendering mutual aid will be included in the request for mutual aid. In the absence of such reporting instructions, personnel will report to the ranking on-duty supervisor at the scene.
- D. Communications instructions will be included in each request for mutual aid and each agency's communications centers will maintain radio contact with each other until the mutual aid situation has ended.
- E. Incidents requiring mass processing of arrestees, transporting prisoners, and operating temporary detention facilities will be handled per established procedures

of the requesting agency or the Chief of Police that is involved.

IV. COMMAND AND SUPERVISORY RESPONSIBILITY

- A. The resources or facilities that are assigned by the assisting agency shall be under the immediate command of a supervising officer designated by the assisting agency head or designee. Such supervising officer shall be under the direct supervision and command of the agency head or designee of the agency requesting assistance.
- B. Whenever an officer is rendering assistance pursuant to this Agreement, the officer shall abide by and be subject to the rules and regulations, personnel policies, general orders, and standard operating procedures of his or her own employer.
- C. Whenever there is cause to believe that a complaint has arisen as a result of a cooperative effort as it may pertain to this Agreement, the Chief of Police or his or her designee of the agency employing the officer who is subject to the complaint shall be responsible for the investigation of the complaint. The Chief of Police or designee of the requesting agency should ascertain as a minimum: 1) the identity of the complainant; 2) an address where the complaining party can be contacted; 3) the specific allegations; and 4) the identity of the employees accused without regard as to the agency affiliation. If it is determined during the investigation of a complaint that the accused is an employee of the assisting agency, the above information with all pertinent documentation gathered during the receipt and processing of the complaint shall be forwarded without delay to the agency for administrative review. The requesting agency may conduct a review of the complaint to determine if any factual basis for the complaint exists and/or whether any of the employees of the requesting agency violated any of their agency's policies or procedures.

V. AUTHORITY, PRIVILEGES, IMMUNITIES, AND COSTS

- A. Authority of law enforcement officers operating pursuant to this Agreement:
 - 1 Members of the Biscayne Park Police Department actually engaging in mutual cooperation and assistance outside of the jurisdictional limits of their agency under the terms of this Agreement, shall, pursuant to the provisions of Section 23.127, F.S. have the same powers, duties, rights, responsibilities, privileges and immunities as if they were performing their duties in the jurisdiction in which they are normally employed.
 - 2 Members of the Miami-Dade Schools Police Department actually engaging in mutual cooperation and assistance outside of the jurisdictional limits of their agency under the terms of this Agreement, shall, pursuant to the provisions of Section 23.127, F.S. have the same powers, duties, rights, responsibilities, privileges and immunities as if they were performing their duties in the jurisdiction in which they are normally employed.

- 3 If a violation of Florida Statutes occurs in the presence of said officers representing their respective agencies in furtherance of this Agreement, they shall be empowered to take appropriate enforcement action including, but not limited to, arrest or citation of the suspect(s).
- 4 If a felony, misdemeanor, criminal traffic, or other violations of law occurs in the presence of an officer of the Biscayne Park Police Department and within the jurisdiction of the Miami-Dade County School, said officer shall be empowered to take appropriate enforcement action including, but not limited to, arrest or citation of the suspect(s).
- 5 If a felony, misdemeanor, or criminal traffic violation occurs in the presence of an officer of the Miami-Dade County School, while outside his or her jurisdiction but within the Village of Biscayne Park jurisdiction, said officer shall be empowered to take appropriate action including, but not limited to, arrest or citation of a suspect, if the officer is engaged in a close and continuous pursuit or has been contemporaneously requested to render aid or assistance by an Biscayne Park Police Department officer.
- 6 If an officer of the Miami-Dade Schools Police Department is investigating a felony which has occurred within his or her jurisdiction and has probable cause to arrest a suspect for a felony and the suspect is now located outside the officer's jurisdiction, but within Village of Biscayne Park jurisdiction, the officer shall request an Biscayne Park Police Department officer for assistance.
- 7 If an Biscayne Park Police Department officer is investigating a felony which has occurred within his or her jurisdiction and has probable cause to arrest a suspect for a felony and the suspect is now located outside the officer's jurisdiction, but within the jurisdiction of the Miami-Dade County School, the officer shall request a Miami-Dade County School Police officer for assistance.
- 8 Nothing shall prevent an officer of the Biscayne Park Police Department from stopping and detaining a person who commits an observed motor vehicle violation or misdemeanor on the Village of Biscayne Park property for the purpose of issuing a citation or summons if the suspect is stopped immediately upon exiting the campus. If a custodial arrest off campus grounds is required and is within the Miami-Dade County School, the Miami-Dade Schools Police Department shall be contacted as soon as possible for assistance.

B. Each party agrees to furnish necessary equipment, resources and facilities, and to render services to the other as set forth above; however, no party shall be required to deplete unreasonably its own equipment, resources, facilities, and services in furnishing mutual aid.

- C. The agency furnishing any equipment pursuant to this Agreement shall bear the loss or damage to such equipment and shall pay any expenses incurred in the operation and maintenance thereof.
- D. The agency furnishing aid pursuant to this Agreement shall compensate its employees during the time such aid is rendered and shall defray the actual travel maintenance expenses of such employees while they are rendering such aid, including any amounts paid or due for compensation due to personal injury or death while such employees are engaged in rendering such aid. The requesting agency may reimburse the assisting agency during the time of the rendering of such aid and may defray the actual travel and maintenance expenses of such employees while they are rendering such aid, including any amounts paid or due for compensation as a result of personal injury or death while such employees are rendering such aid as pertains to Section I of this Agreement.
- E. All provision and immunities from liability, exemption from laws, ordinances and rules, and all pension, insurance, relief, disability, workers' compensation, salary, death, and other benefits which apply to the activity of such officers, agents, or employees or any such agency when performing their respective functions within the territorial limits of their respective public agency shall apply to them to the same degree, manner, and extent while engaged in the performance of any of their functions and duties extra-territorially under the provisions of this mutual aid Agreement. The provisions of this section shall apply with equal effect to paid, volunteer, and reserve employees.

VI. INDEMNIFICATION

To the fullest extent permitted by the law, each party engaging in any mutual cooperation and assistance pursuant to this Agreement, shall indemnify and hold harmless the other participating party, and its appointees or employees ("Indemnitees") from and against all claims, liabilities, damages, losses, and costs including, but not limited to, reasonable costs at the pre-trial, trial and appellate levels, arising out of, resulting from or incidental to the other participating party's performance under this Agreement or to the extent caused by negligence, recklessness, or intentional wrongful conduct of the participating party or other persons employed or utilized by the participating party in the performance of this Agreement. Subject to the provisions set forth in Florida Statute Section 768.28, as amended and revised, neither party shall be liable to pay a claim or judgment by any one person which exceeds the sum of \$200,000, or any claim or judgments or portions thereof, which when totaled with all other claims or judgments paid by the state or its agencies or subdivisions arising out of the same incident or occurrence, exceeds the sum of \$300,000. The remedy provided to the Indemnitees by this indemnification shall be in addition to and not in lieu of any other remedy available under the Agreement or otherwise. This indemnification obligation shall not be diminished or limited in any way to any insurance maintained pursuant to the Agreement otherwise available to the other participating party. The remedy provided to the Indemnitees by this indemnification shall survive this

Agreement. The provisions of this Section shall specifically survive the termination of this Agreement. The provisions of this Section are intended to require both parties to furnish the greatest amount of indemnification allowed under Florida law. To the extent any indemnification requirement contained in this Agreement is deemed to be in violation of any law, that provision shall be deemed modified so that both parties shall be required to furnish the greatest level of indemnification to the Indemnitees as was intended by the parties hereto.

VII. FORFEITURES

It is recognized that, during the course of the operation of this Agreement, property subject to forfeiture under Sections 932.701-932.707, Florida Statutes (the Florida Contraband Forfeiture Act) may be seized. The property shall be seized, forfeited, and equitably distributed among the participating agencies in proportion to the amount of investigation and participation performed by each agency pursuant to the Florida Contraband Forfeiture Act less the costs associated with the forfeiture action. The participating agencies must request sharing, in writing, before the entry of a Final Order of Forfeiture, or they will be barred from claiming any portion of the property forfeited. The agency pursuing the forfeiture action shall have the exclusive right to control and the responsibility to maintain the property, including, but not limited to, the complete discretion to bring the action, or to dismiss the action, or settlement. This shall occur pursuant to the Florida Contraband Forfeiture Act.

VIII. SCHOOL CRITICAL INCIDENT RESPONSE PLAN

It is recognized that, during the course of the operation of this Agreement, should a critical incident arise, the parties shall adopt the Miami-Dade County School Critical Incident Response Plan, Joint Roundtable on Youth Safety, dated August 13, 2013. This plan promotes cooperation, consistency and a cohesive unified response by law enforcement and emergency service personnel within Miami-Dade County with an intended purpose to successfully resolve a school crisis and prevent injury or loss of life.

IX. INSURANCE

Each party shall maintain insurance coverage or maintain an ongoing self-insurance program in sufficient amounts for the performance of this Agreement including public liability, automobile liability, police professional liability and workers' compensation. If requested, each party shall provide satisfactory proof of the required insurance or ongoing self-insurance program.

X. CONCURRENT JURISDICTION

Should a sworn law enforcement officer be in another subscribed agency's jurisdiction for matters of a routine nature, such as traveling through the area on routine business, attending a meeting or going to or from work, and a violation of Florida

statutes occurs in the presence of said party, representing his/her respective agency, he/she shall be empowered to render enforcement assistance and act in accordance with law. Should enforcement action be taken, said party shall notify the agency having normal jurisdiction and upon the latter's arrival, turn the situation over to them and offer any assistance requested including but not limited to a follow-up written report documenting the event and the actions taken. This provision so prescribed in this paragraph is not intended to grant general authority to conduct investigations, serve warrants, and/or subpoenas or to respond without request to emergencies already being addressed by the agency of normal jurisdiction, but is intended to address critical life-threatening or public safety situations, prevent bodily injury to citizens, or secure apprehension of criminals whom the law enforcement officer may encounter.

XI. EFFECTIVE DATE

This Agreement shall take effect upon execution and approval by the hereinafter named officials and shall continue in full force and effect until five (5) years from the effective date of this Agreement unless terminated prior thereto by any or all of the parties herein. Under no circumstances may this Agreement be renewed, amended, or extended except in writing and executed by both parties.

XII. CANCELLATION

This Agreement may be canceled by either party upon delivery or written notice to the other party and such Agreement shall be terminated thirty (30) days after receipt of this notice. Any notice required or permitted under this Agreement, including any notice of cancellation or termination, shall be effective when personally delivered or sent by first-class mail, return receipt requested as follows:

For BISCAYNE PARK POLICE DEPARTMENT:

Biscayne Park Police Department
Attn: Chief Cornelius McKenna
640 NE 114th Street
Biscayne Park, Florida 33161

AS TO THE SCHOOL BOARD:

The School Board of Miami-Dade County, Florida
Attn: Alberto M. Carvalho, Superintendent
1450 N.E. Second Avenue, Suite 912
Miami, Florida 33132

With a copy to:

The Miami Dade County School Police Department
Attn: Chief Ian Moffett
6100 NW 2nd Avenue
Miami, FL 33127

And a copy to:

The School Board of Miami-Dade County, Florida
Attn: Walter J. Harvey, School Board Attorney
1450 N.E. Second Avenue, Suite 430
Miami, Florida 33132
Miami-Dade Schools Police Department

WHEREFORE, the parties hereto cause these Agreements to be signed on the ___ day of _____, 20__.

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

(as to the School Board):

THE SCHOOL BOARD OF MIAMI-DADE COUNTY,
FLORIDA

BY: _____ Signature

(Superintendent of Schools or Designee)

School Board Attorney - Signature

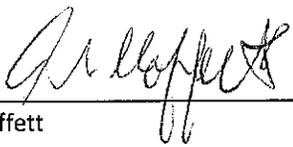
Date

(Name Typed)

Date: _____

SUBMITTED BY:

VILLAGE OF BISCAYNE PARK



Chief Ian Moffett

BY: _____
Signature

Name: _____

Address: _____

F.E.I.N. (If organization) _____

School Board Employee: Yes No

M-DCPS Employee No. _____

Risk Management Signature

Date



Village of Biscayne Park

Commission Agenda Report

Village Commission Meeting Date: April 5, 2016

Subject: Resolution 2016-15
Mutual Aid - Town of Medley

Prepared By: Chief Cornelius McKenna

Sponsored By: Staff

Background

The Medley Police Department and the Village of Biscayne Park Police Department interact and assist each other on a daily basis. This cooperation and assistance is vital to meeting the ever increasing needs and demands of the respective jurisdictions. A new Mutual Aid Agreement is needed to continue this mutually beneficial level of service and assistance to each other.

Fiscal / Budget Impact

N/A

Recommendation

Approval of Resolution 2016-15.

Attachments

- Resolution 2016-15
- Combined Voluntary Cooperation and Operational Assistance Mutual Aid Agreement

1 PASSED AND ADOPTED this ____ day of _____, 2016.

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

David Coviello, Mayor

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

Maria C. Camara, Village Clerk

Approved as to form:

John J. Hearn, Village Attorney

**COMBINED VOLUNTARY COOPERATION AND
OPERATIONAL ASSISTANCE
MUTUAL AID AGREEMENT
BETWEEN
THE TOWN OF MEDLEY, FLORIDA AND
VILLAGE OF BISCAYNE PARK, FLORIDA**

This Voluntary Cooperation and Operational Assistance Mutual Aid Agreement is made as of this ____ day of _____, 2016, by and between the TOWN OF MEDLEY, FLORIDA, a Florida municipal corporation, having its principal office at 7777 NW 72 Avenue, Medley, Florida 33166, and the VILLAGE OF BISCAYNE PARK, FLORIDA, a Florida municipal corporation having its principal office at 640 NE 114 Street, Biscayne Park, Florida 33161, and states as follows:

WHEREAS, it is the responsibility of the governments of the Town of Medley, Florida, and the Village of Biscayne Park, Florida, to ensure the public safety of their citizens by providing adequate levels of police services to address any foreseeable routine or emergency situation; and

WHEREAS, there is an existing and continuing possibility of the occurrence of law enforcement problems and other natural and man-made conditions which are, or are likely to be, beyond the control of the services, personnel, equipment, or facilities of the Town of Medley Police Department or the Village of Biscayne Park Police Department; and

WHEREAS, the Town of Medley and the Village of Biscayne Park are so located in relation to each other that it is in the best interest and advantage of each to receive and extend mutual aid in the form of law enforcement services and resources to adequately respond to:

- (1) Continuing, multi-jurisdictional criminal activity, so as to protect the public peace and safety, and preserve the lives and property of the people; and

- (2) Intensive situations including, but not limited to, natural or manmade disasters or emergencies as defined under Section 252.34, Florida Statutes; and
- (3) Joint provision of certain law enforcement services specified herein and allowed pursuant to Florida Statute 166.0495; and

WHEREAS, the Town of Medley and the Village of Biscayne Park have the authority under The Mutual Aid Act, Chapter 23, Part I, Florida Statutes, to enter into a combined mutual aid agreement for law enforcement services which:

- (1) Permits voluntary cooperation and assistance of a routine law enforcement nature across jurisdictional lines; and
- (2) Provides for rendering of assistance in a law enforcement emergency.

NOW, THEREFORE, BE IT KNOWN, that the Town of Medley, a political subdivision of the State of Florida, and the Village of Biscayne Park, a political subdivision of the State of Florida, in consideration for mutual promises to render valuable aid in times of necessity, do hereby agree to fully and faithfully abide by and be bound by the following terms and conditions.

SECTION 1: PROVISIONS FOR VOLUNTARY COOPERATION

Each of the aforesaid law enforcement agencies hereby approve and enter into this agreement whereby each of the agencies may provide voluntary cooperation and assistance of a routine law enforcement nature across jurisdictional lines. The nature of the law enforcement assistance to be rendered shall include but not be limited to:

- a. Concurrent law enforcement jurisdiction in and throughout the territorial limits of the Town of Medley and the Village of Biscayne Park for arrests, made pursuant to the laws of arrest, for felonies and misdemeanors, including arrestable traffic offenses, which spontaneously take place in the presence of the arresting officer, at such times as the arresting officer is traveling from place to place on official business outside of his or her jurisdiction, for

example, to or from court, or at any time when the officer is within the territorial limits of his or her jurisdiction.

- b. Concurrent law enforcement jurisdiction in and throughout the territorial limits of the Town of Medley and the Village of Biscayne Park for arrests, made pursuant to the laws of arrest, of persons identified as a result of investigations of any offense constituting a felony or any act of Domestic Violence as defined in Section 741.28, Florida Statutes, when such offense occurred in the municipality employing the arresting officer.
- c. Concurrent law enforcement jurisdiction in and upon the jurisdictional waters of the Town of Medley and the Village of Biscayne Park for arrests, made pursuant to the laws of arrest, for felonies and misdemeanors and boating infractions.
- d. Participating in exigent situations, without the need for a formal request, including, but not limited to, area searches for wanted subjects, perimeters, crimes in progress, escaped prisoners, traffic stops near municipal boundaries, requests for assistance when no available local units are nearby, calls indicating a crime or incident has occurred in which a citizen may likely be injured and the assisting municipality is closer to the area than the officer receiving the call.
- e. Concurrent law enforcement jurisdiction in and throughout the territorial limits of the Town of Medley and the Village of Biscayne Park for investigations of homicides, sex offenses, robberies, assaults, batteries, burglaries, larcenies, gambling, motor vehicle thefts, drug violations pursuant to Chapter 893, Florida Statutes, and inter-agency task forces and/or joint investigations.

Prior to any officer taking enforcement action pursuant to paragraphs (a) through (e) above, the officer shall notify the jurisdiction in which the action will be taken, unless exigent circumstances prevent such prior notification, in which case notification shall be made as soon after the action as practicable. If the agency having normal jurisdiction responds to the scene the assisting agency's officer may turn the situation over to them and offer any assistance requested including, but not limited to, a follow-up written report documenting the event and the actions taken.

These provisions are not intended to grant general authority to conduct investigations, serve warrants and/or subpoenas or to respond without request to emergencies already being addressed by the agency of normal jurisdiction, but is intended to address critical, life-threatening or public safety situations, prevent bodily injury to citizens, or secure apprehension of criminals whom the law enforcement officer may encounter.

SECTION II: PROVISIONS FOR OPERATIONAL ASSISTANCE

The aforesaid law enforcement agencies hereby approve and enter into this agreement whereby each of the agencies may request and render law enforcement assistance to the other to include, but not necessarily be limited to dealing with, the following:

1. Joint multi-jurisdictional criminal investigations.
2. Civil affray or disobedience, disturbances, riots, large protest demonstrations and assemblies, controversial trials, political conventions, labor disputes, and strikes.
3. Any natural, technological or manmade disaster.
4. Incidents which require rescue operations and crowd and traffic control measures including, but not limited to, large-scale evacuations, aircraft and shipping disasters, fires, explosions, gas line leaks, radiological incidents, train wrecks and derailments, chemical or hazardous waste spills, and electrical power failures.
5. Terrorist activities including, but not limited to, acts of sabotage.
6. Escapes from, or disturbances within, prisoner processing facilities.
7. Hostage and barricaded subject situations, and aircraft piracy.
8. Control of major crime scenes, area searches, perimeter control, back-ups to emergency and in-progress calls, pursuits, and missing person calls.
9. Enemy attack.
10. Transportation of evidence requiring security.

11. Major events, e.g., sporting events, concerts, parades, fairs, festivals, and conventions.
12. Security and escort duties for dignitaries.
13. Incidents requiring utilization of specialized units; e.g., underwater recovery, marine patrol, aircraft, canine, motorcycle, bicycle, mounted, SWAT, bomb, crime scene and police information.
14. Emergency situations in which one agency cannot perform its functional objective.
15. Joint training in areas of mutual need.
16. Joint multi-jurisdictional marine interdiction operations.
17. Off-duty special events.
18. DUI Checkpoints.

SECTION III: PROCEDURE FOR REQUESTING OPERATIONAL ASSISTANCE

1. Mutual aid requested or rendered will be approved by the Chief of Police, or designee. The Chief of Police, or designee, of the agency whose assistance is sought shall evaluate the situation and the agency's available resources, consult with his/her supervisors, if necessary, and will respond in a manner he/she deems appropriate.

2. The Chief of Police in whose jurisdiction assistance is being rendered may determine who is authorized to lend assistance in his/her jurisdiction, for how long such assistance is authorized, and for what purpose such authority is granted. This authority may be granted either verbally or in writing as the particular situation dictates.

3. Specific reporting instructions for personnel rendering mutual aid will be included in the request for mutual aid. In the absence of such reporting instructions, personnel will report to the ranking on-duty supervisor on the scene.

4. Communications instructions should be included in each request for mutual aid and each agency's communications centers will maintain radio contact with each other until the mutual aid situation has ended.

5. Incidents requiring mass processing of arrestees, transporting prisoners, and operating temporary detention facilities will be handled per established procedures of the requesting agency or Chief of Police involved.

SECTION IV: COMMAND AND SUPERVISORY RESPONSIBILITY

a. COMMAND:

The personnel and equipment that are assigned by the assisting Chief of Police shall be under the immediate command of a supervising officer designated by the assisting Chief of Police. Such supervising officer shall be under the direct supervision and command of the Chief of Police or his/her designee of the agency requesting assistance.

b. CONFLICTS:

Whenever an officer is rendering assistance pursuant to this agreement, the officer shall abide by and be subject to the rules and regulations, personnel policies, general orders, and standard operating procedures of his/her own employer. If any such rule, regulation, personnel policy, general order or standing operating procedure is contradicted, contravened or otherwise in conflict with a direct order of a superior officer of the requesting agency, then such rule, regulation, policy, general order or procedure shall control and shall supersede the direct order.

c. HANDLING COMPLAINTS:

Whenever there is cause to believe that a complaint has arisen as a result of a cooperative effort as it may pertain to this agreement, the Chief of Police or his/her designee of the agency employing the officer who is the subject of the complaint shall be responsible for the investigation of the complaint. The Chief of Police or designee of the requesting agency should ascertain at a minimum:

1. The identity of the complainant;
2. An address where the complaining party can be contacted;
3. The specific allegation; and
4. The identity of the employees accused without regard as to agency affiliation.

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

SECTION V: LIABILITY

Each party engaging in any mutual cooperation and assistance, pursuant to this agreement, agrees to assume responsibility for the acts, omissions or conduct of such party's own employees while engaged in rendering such aid pursuant to this agreement, subject to the provisions of Section 768.28, Florida Statutes, where applicable.

SECTION VI: POWERS, PRIVILEGES, IMMUNITIES AND COSTS

a. Employees of the Town of Medley and the Village of Biscayne Park when actually engaging in mutual cooperation and assistance outside of their normal jurisdictional limits but inside this State, under the terms of this agreement, shall, pursuant to the provisions of Section 23.127(1), Fla. Stat. (as amended), have the same powers, duties, rights, privileges and immunities as if the employee was performing duties inside the employee's political subdivision in which normally employed.

b. Each party agrees to furnish necessary personnel equipment, resources and facilities and to render services to each other party to this agreement as set forth above; provided, however, that no party shall be required to deplete unreasonably its own personnel, equipment, resources, facilities, and services in furnishing such mutual aid.

c. The political subdivision that furnishes equipment pursuant to this agreement must bear the cost of loss or damage to that equipment and must pay any expense incurred in the operation and maintenance of that equipment.

d. The political subdivision furnishing aid pursuant to this agreement shall compensate its employees during the time of the rendering of aid and shall defray (provide for the payment of) the actual travel and maintenance expenses of its employees while they are rendering aid, including any amounts paid or due for compensation for personal injury or death while its employees are rendering aid.

e. The privileges and immunities from liability, exemption from laws, ordinances and rules, and pension, insurance, relief, disability, workers' compensation, salary, death, and other benefits that apply to the activity of an employee of an agency when performing the employee's duties within the territorial limits of the employee's agency apply to the employee to the same degree, manner, and extent while engaged in the performance of the employee's duties extraterritorially under the provisions of this mutual aid agreement. This section applies to paid, volunteer, reserve and auxiliary employees.

f. Nothing herein shall prevent the requesting agency from requesting supplemental appropriations from the governing authority having budgeting jurisdiction to reimburse the assisting agency for any actual costs or expenses incurred by the assisting agency performing hereunder.

SECTION VII: FORFEITURES

It is recognized that during the course of the operation of this agreement, property subject to forfeiture under Sections 932.701- 932.707, Florida Statutes, known as the "Florida Contraband Forfeiture Act," may be seized. The property shall be seized, forfeited, and equitably distributed among the participating agencies in proportion to the amount of investigation and participation performed by each agency pursuant of the provisions of the "Florida Contraband Forfeiture Act."

SECTION VIII: INSURANCE

Each political subdivision shall provide, upon request, satisfactory proof of liability insurance by one or more of the means specified in Section 768.28, Florida Statutes, in an

amount which is, in the judgment of the governing body of that political subdivision, at least adequate to cover the risk to which that party may be exposed. Should the insurance coverage, however provided, of any party be canceled or undergo material change, that party shall notify all parties to this agreement of such change within ten (10) days of receipt of the notice or actual knowledge of such change.

SECTION IX: EFFECTIVE DATE

This agreement shall take effect upon execution and approval by the hereinafter named officials and shall continue in full force and effect until _____, 2020. Under no circumstances may this agreement be renewed, amended or extended except in writing.

SECTION X: CANCELLATION

Either party may cancel its participation in this agreement upon delivery of written notice to the other political subdivision.

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

AGREED AND ACKNOWLEDGED this _____ day of _____, 2016.

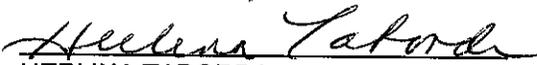


ROBERTO MARTELL
Town Mayor
Town of Medley, Florida
Date: 3-7-2016

HEIDI SIEGEL
Village Manager
Village of Biscayne Park, Florida
Date: _____

ATTEST:

ATTEST:

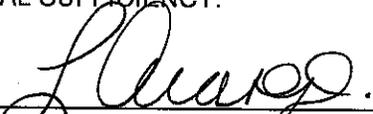


HERLINA TABORDA
Town Clerk
Town of Medley, Florida

MARIA C. CAMARA
Village Clerk
Village of Biscayne Park, Florida

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:



WEISS SEROTA HELFMAN COLE & BIERMAN, P.L.
Town Attorney
Town of Medley, Florida

JOHN HEARN, P.A.
Village Attorney
Village of Biscayne Park, Florida



JEANNETTE SAID-JINETE
Chief of Police
Town of Medley, Florida

CORNELIUS MCKENNA
Chief of Police
Village of Biscayne Park, Florida



Village of Biscayne Park

Commission Agenda Report

Village Commission Meeting Date: April 5, 2016

Subject: Resolution 2016-16
City of South Miami

Prepared By: Chief Cornelius McKenna

Sponsored By: Staff

Background

The City of South Miami Police Department and the Village of Biscayne Park Police Department interact and assist each other on law enforcement issues. This cooperation and assistance is vital to meeting the ever increasing needs and demands of the respective jurisdictions. A Mutual Aid Agreement is needed to continue this mutually beneficial level of service and assistance to each other.

Fiscal / Budget Impact

N/A

Recommendation

Approval of Resolution 2016-16.

Attachments

- Resolution 2016-16
- Voluntary Cooperation and Operational Assistance Mutual Aid Agreement

1 PASSED AND ADOPTED this ____ day of _____, 2016.

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

David Coviello, Mayor

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

Maria C. Camara, Village Clerk

Approved as to form:

John J. Hearn, Village Attorney

**VOLUNTARY COOPERATION AND OPERATIONAL ASSISTANCE
MUTUAL AID AGREEMENT
BETWEEN THE VILLAGE OF BISCAYNE PARK, FLORIDA AND
THE CITY OF SOUTH MIAMI, FLORIDA**

This Voluntary Cooperation and Operational Assistance Mutual Aid Agreement ("Cooperation Agreement") is made as of this ____ day of _____, 2015 (Effective Date), by and between the VILLAGE OF BISCAYNE PARK, FLORIDA, a municipal corporation having its principal office at 640 NE 114th Street, Biscayne Park, FL 33161, and the City of South Miami, Florida, having its principal office at 6130 Sunset Drive, South Miami, FL 33143, state as follows:

RECITALS

WHEREAS, it is the responsibility of the governments of the City of South Miami, Florida, and the Village of Biscayne Park, Florida, to ensure the public safety of their respective citizens by providing adequate levels of police services to address any foreseeable routine or emergency situation; and

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

WHEREAS, in order to ensure that preparation of these law enforcement agencies will be adequate to address any and all of these conditions, to protect the public peace and safety, and to preserve the lives and property of the people of the City of South Miami, Florida, and the Village of Biscayne Park, Florida; and

WHEREAS, it is to the advantage of each law enforcement agency to receive and extend mutual aid in the form of law enforcement services and resources to adequately respond to:

- (1) Continuing, multi jurisdiction law enforcement problems, so as to protect the public peace and safety, and preserve the lives and property of the people; and
- (2) Intensive situations including but not limited to emergencies as defined under Section 252.34 of the Florida Statutes, or requests for certain law enforcement services specified herein and as defined under Section 23.1225 of the Florida Statutes; and

WHEREAS, the City of South Miami and the Village of Biscayne Park have the voluntary cooperation and assistance authority under the Florida Mutual Aid Act, Sections 23.12-23.127 of the Florida Statutes, to enter into this Voluntary Cooperation and Operational Assistance Mutual Aid Agreement ("Cooperation Agreement") for law enforcement service which:

- (1) Permits voluntary cooperation and operational assistance of a routine law enforcement nature across jurisdictional lines as allowed under Section 23.1225, of the Florida Statutes; and
- (2) Provides for rendering of assistance in a law enforcement emergency as defined in Section 252.34 of the Florida Statutes.

NOW THEREFORE, BE IT KNOWN that the City of South Miami, Florida, and the Village of Biscayne Park, Florida, in consideration for mutual promises to render valuable aid in times of

necessity, do hereby agree to fully and faithfully abide by and be bound by the following terms and conditions:

SECTION I. PROVISIONS FOR VOLUNTARY COOPERATION

Each of the aforesaid law enforcement agencies hereby approve and enter into this Cooperation Agreement whereby each of the agencies may request and render law enforcement assistance to the other in dealing with any violations of Florida Statutes to include, but not necessarily be limited to, investigating sex offenses, robberies, assaults, batteries, burglaries, larcenies, gambling, motor vehicle thefts, drug violations pursuant to Chapter 893 of the Florida Statutes, backup services during patrol activities, and interagency task forces and/or joint investigation as set forth pursuant to, and under the authority of Chapter 23 of the Florida Statutes.

SECTION II. PROVISIONS FOR OPERATIONAL ASSISTANCE

The aforesaid law enforcement agencies hereby approve and enter into this Cooperation Agreement whereby each of the agencies may request and render law enforcement assistance to the other to include, but not necessarily be limited to dealing with, the following:

1. Joint multi-jurisdictional criminal investigations.
2. Civil affray or disobedience, disturbances, riots, large protest demonstrations and assemblies, controversial trials, political conventions, labor disputes, and strikes.
3. Any natural disaster.
4. Incidents which require rescue operations and crowd and traffic control measures including, but not limited to, large-scale evacuations, aircraft and shipping disasters, fires, explosions, gas line leaks, radiological incidents, train wrecks and derailments, chemical or hazardous waste spills, and electrical power failures.
5. Terrorist activities including, but not limited to, acts of sabotage.
6. Escapes from, or disturbances within, prisoner processing facilities.
7. Hostage and barricaded subject situations, and aircraft piracy.
8. Control of major crime scenes, area searches, perimeter control, back-ups to emergency and in-progress calls, pursuits, and missing person calls.
9. Enemy attack.
10. Transportation of evidence requiring security.
11. Major events, e.g., sporting events, concerts, parades, fairs, festivals, and conventions.
12. Security and escort duties for dignitaries.
13. Incidents requiring utilization of specialized units; e.g., underwater recovery, aircraft, canine, motorcycle, bomb, crime scene and police information.
14. Emergency situations in which one agency cannot perform its functional objective.
15. Joint training in areas of mutual need.
16. Joint multi-jurisdictional marine interdiction operations.

The following procedures will apply in mutual aid operations:

1. Mutual aid requested or rendered will be approved by the Chief of Police, or designee.
2. Specific reporting instructions for personnel rendering mutual aid will be included in the request for mutual aid. In the absence of such instructions, personnel will report to the ranking on-duty supervisor on the scene.
3. Communications instructions will be included in each request for mutual aid and each agency's communications centers will maintain radio contact with each other until the mutual aid situation has ended.

4. Incidents requiring mass processing of arrestees, transporting prisoners, and operating temporary detention facilities will be handled per established procedures of the requesting agency, or directors involved.

SECTION III. PROCEDURE FOR REQUESTING ASSISTANCE AND LIMITATIONS OF ASSISTANCE

In the event that a party to this Cooperation Agreement is in need of assistance as set forth above, the Chief of Police or his/her designee, shall notify the Chief of Police or his/her designee from whom such assistance is requested. The Chief of Police or authorized agency representative whose assistance is sought shall evaluate the situation and the agency's available resources, consult with his/her supervisors, if necessary, and will respond in a manner he/she deems appropriate.

The Chief of Police in whose jurisdiction assistance is being rendered may determine who is authorized to lend assistance in his/her jurisdiction, for how long such assistance is authorized, and for what purpose such authority is granted. This authority may be granted either verbally or in writing as the particular situation dictates.

Should a law enforcement officer be in another subscribed agency's jurisdiction for matters of a routine nature, such as traveling through the area on routine business, attending a meeting or going to or from work, and a violation of Florida Statutes occurs in the presence of said party, representing his/her respective agency, **HE/SHE SHALL ONLY BE EMPOWERED TO RENDER ENFORCEMENT ASSISTANCE AND ACT IN ACCORDANCE WITH FLORIDA LAW.** Should enforcement assistance be taken, said party shall notify the agency having normal jurisdiction, and upon the latter's arrival, turn the situation over to them and offer any assistance requested, including but not limited to, a follow-up written report documenting the event and the actions taken. This provision, so prescribed in this paragraph, shall not grant general authority to conduct investigations, serve warrants, and/or subpoenas or to respond without request to emergencies already being addressed by the agency of normal jurisdiction, but is intended to address critical, life-threatening or public safety situations, prevent bodily injury to citizens, or secure apprehension of criminals whom the law enforcement officer may encounter and such encounter results in a breach of the peace.

The parties acknowledge that the policy of the Florida Mutual Aid Act is to provide a means to deal with disasters, emergencies, and other major law enforcement problems. This Cooperation Agreement shall not extend police powers beyond the specific additional authority granted by the Legislature in Chapter 23 of the Florida Statutes, which intent was to assure the continued functioning of law enforcement in times of emergencies or in areas where major law enforcement efforts were being thwarted by jurisdictional barriers, and the respective parties, police officers and authority are limited to those instances where the subject matter of the investigation originates inside the municipal city limits.

SECTION IV. COMMAND AND SUPERVISORY RESPONSIBILITY

The personnel and equipment that are assigned by the assisting Agency shall be under the immediate command of a supervising officer designated by the assisting Agency. Such supervising officer shall be under the direct supervision and command of the Chief of Police or his/her designee of the agency requesting assistance.

SECTION V. CONFLICTS

Whenever an officer is rendering assistance pursuant to this Cooperation Agreement, the officer shall abide by and be subject to the rules and regulations, personnel policies, general orders, and standard operating procedures of his/her own employer. If any such rule, regulation, personnel policy general order or standard operating procedure is contradicted, contravened or otherwise in conflict with a direct order of a superior officer of the requesting agency, then such rule, regulation, policy, general order or procedure shall control and shall supersede the direct order.

SECTION VI. HANDLING COMPLAINTS

Whenever there is cause to believe that a complaint has arisen as a result of a cooperative effort as it may pertain to this Cooperation Agreement, the Chief of Police or his/her designee of the requesting agency shall be responsible for the documentation of said complaint to ascertain at a minimum:

1. The identity of the complainant.
2. An address where the complaining party can be contacted.
3. The specific allegation
4. The identity of the employees accused without regard as to agency affiliation.

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

SECTION VII. LIABILITY

Each party engaging in any mutual cooperation and assistance, pursuant to this Cooperation Agreement, agrees to assume full and final responsibility for the acts, omissions or conduct of such party's own employees while engaged in rendering such aid pursuant to this Cooperation Agreement, subject to the provisions of Section 768.28 of the Florida Statutes, where applicable.

SECTION VIII. POWERS, PRIVILEGES, IMMUNITIES AND EXPENDITURES

(a) Employees of the City of South Miami and the Village of Biscayne Park, when actually engaging in mutual cooperation and assistance outside of their normal jurisdictional limits but inside this State, under the terms of this Agreement, shall pursuant to the provisions of Section 23.127(1) of the Florida Statutes (as amended), have the same powers, duties, rights, privileges and immunities as if the employee was performing duties inside the employee's political subdivision in which normally employed.

(b) Each party agrees to furnish necessary personnel equipment, resources and facilities and to render services to each other party to this Cooperation Agreement as set forth above; provided however, that no party shall be required to deplete unreasonably its own personnel, equipment, resources, facilities, and services in furnishing such mutual aid.

(c) A party that furnishes equipment pursuant to this Cooperation Agreement must bear the cost of loss or damage to that equipment and must pay any expense incurred in the operation and maintenance of that equipment.

(d) The agency furnishing aid pursuant to this Cooperation Agreement shall compensate its appointees/employees during the time such aid is rendered and shall defray the actual travel and maintenance expenses of its employees while they are rendering such aid, including any amounts paid or due for compensation due to personal injury or death while such employees are engaged in rendering such aid.

(e) To the extent provided by applicable law, ordinance, or rule, the privileges and immunities from liability, exemption from laws, ordinances and rules, and all pension, insurance, relief, disability, worker's compensation, salary, death and other benefits that apply to the activity of an employee of an agency when performing the employee's duties within the territorial limits of the employee's agency apply to the employee to the same degree, manner, and extent while engaged in the performance of the employee's duties extraterritorially under the provisions of this Cooperation Agreement. The provisions of this section shall apply to paid, volunteer, and reserve employees.

(f) Nothing herein shall prevent the requesting agency from requesting supplemental appropriations from the governing authority having budgeting jurisdiction to reimburse the assisting agency for any actual costs or expenses incurred by the assisting agency performing hereunder.

(g) Should the City of South Miami receive reimbursement for expenditures from a third party for a mutual aid event covered by this Cooperation Agreement, the Village of Biscayne Park shall be eligible to receive an equitable reimbursement share for any actual costs or expenses incurred that are directly attributable to the event, provided such costs and expenses are authorized by the third party for reimbursement purposes.

(h) Should the Village of Biscayne Park receive reimbursement for expenditures from a third party for a mutual aid event covered by this Cooperation Agreement, the City of South Miami shall be eligible to receive an equitable reimbursement share for any actual costs or expenses incurred that are directly attributable to the event, provided such costs and expenses are authorized by the third party for reimbursement purposes.

(i) The municipality/agency in which any property is seized pursuant to the Florida Contraband Forfeiture Act shall have exclusive authority to initiate forfeiture proceedings under the Florida Contraband Forfeiture Act for any matters which arise from a mutual aid event that is covered by this Cooperation Agreement. However, the municipality/agency with the right to proceed with the forfeiture may allow the other municipality/agency to prosecute the forfeiture with the written authorization of the Chief of Police and the legal counsel for each municipality/agency. The municipality/agency pursuing the forfeiture action shall have the exclusive right to control and the responsibility to maintain the property, including, but not limited to, the complete discretion to bring the action, or to dismiss the action, or settlement the forfeiture. The property shall be seized and forfeited in accordance with this agreement, and the proceeds, if any, shall be equitably distributed among the participating municipalities/agencies in proportion to the amount of investigation and participation performed by each municipality/agency, less the costs associated with the forfeiture action. Any participating municipality/agency must request

sharing, in writing before the entry of the Final Order of Forfeiture, or they will be barred from claiming any portion of the property forfeited.

SECTION IX. INSURANCE

Each party shall provide satisfactory proof of liability insurance by one or more of the means specified in Section 768.28(16)(a) of the Florida Statutes (2010), in an amount which is, in the judgment of the governing body of that party, at least adequate to cover the risk to which that party may be exposed. Should the insurance coverage, however provided, of any party be canceled or undergo material change, that party shall notify all parties to this agreement of such change within ten (10) days of receipt of notice or actual knowledge of such change.

SECTION X. EFFECTIVE DATE

This Agreement shall take effect upon execution and approval by both parties and shall continue in full force and effect until December 31, 2018. Under no circumstances may this agreement be renewed, amended, or extended except in writing.

SECTION XI. CANCELLATION

Either party may cancel its participation in this Agreement at any time upon delivery of written notice to the other party.

In witness whereof, the parties hereto cause to these presents to be signed on the date specified.

AGREED TO AND ACKNOWLEDGED this ____ day of _____, 2015.

VILLAGE OF BISCAYNE PARK, FLORIDA

CITY OF SOUTH MIAMI, FLORIDA

CORNELIUS MCKENNA, POLICE CHIEF

RENE LANDA, POLICE CHIEF

HEIDI SIEGEL, VILLAGE MGR.

STEVEN ALEXANDER, VILLAGE MGR.

ATTEST:

ATTEST:

MARIA CAMARA, VILLAGE CLERK

MARIA M. MENEDEZ, CITY CLERK

APPROVED AS TO FORM:

SIGNED AS TO FORM, LANGUAGE,
LEGALITY & EXECUTION THEREOF



JOHN J. HEARN, VILLAGE ATTORNEY

THOMAS F. PEPE, CITY ATTORNEY



Village of Biscayne Park Commission Agenda Report

**Village Commission
Meeting Date:**

April 5, 2016

Subject:

**Resolution 2016-17 Authorizing the
Village Manager to Apply for
Funding from the Florida Department
of Economic Opportunity for a
Planning Technical Assistance Grant**

Prepared By:

Heidi Siegel, AICP, Village Manager

Sponsored By:

Staff

Background

The Village staff routinely seeks to identify funding opportunities to address needs in the Village. At the February 6, 2016 “Commission in the Community” meeting there was general consensus from the Village Commission to pursue a full revision to the Land Development Code. Staff has been developing a draft Invitation to Bid. In the course of drafting this Invitation to Bid, Staff identified a potential funding source.

The Florida Department of Economic Opportunity (DEO) offers Planning Technical Assistance Grants to municipalities that do not require a match by the recipient. According to the DEO, typical awards are between \$25,000 and \$40,000 and projects must be completed by June 15, 2017. The grant application requires a cover letter from the municipality stating the project and its importance to the local government or region, the product that would be produced as a result of the funding, and the total amount of funding requested. Additionally a Scope of Work that details the deliverables, performance measures, due dates and cost. A draft Scope of Work is included in this agenda item.

The Village Manager wishes to submit an application for \$40,000.00. The grant funds will be used to hire a planning consultant to revise the Village’s Land Development Code. The application is due May 2nd.

April 5, 2016

Commission Agenda Report

Resolution 2016-17 Florida Department of Economic Opportunity Planning Technical Assistance Grant

Fiscal/Budget Impact

The grant does not require a “match” by the Village of Biscayne Park.

Staff Recommendation

Approval of Resolution 2016-17

Attachments

- Resolution 2016-17
- Draft Scope of Work

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3 **RESOLUTION NO. 2016-17**
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5 **A RESOLUTION OF THE VILLAGE**
6 **COMMISSION OF THE VILLAGE OF**
7 **BISCAYNE PARK, FLORIDA, AUTHORIZING**
8 **THE VILLAGE MANAGER TO APPLY FOR**
9 **THE 2016-2017 COMMUNITY PLANNING**
10 **TECHNICAL ASSISTANCE GRANT THROUGH**
11 **THE FLORIDA DEPARTMENT OF ECONOMIC**
12 **OPPORTUNITY; PROVIDING FOR AN**
13 **EFFECTIVE DATE**

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15 WHEREAS, following a Commission in the Community meeting on February 2016,
16 there was general consensus from the Village Commission to pursue a full revision to the Land
17 Development Code; and

18 WHEREAS, Village staff routinely seeks to identify funding opportunities to address
19 the needs in the Village; and

20 WHEREAS, the Florida Department of Economic Opportunity (DEO) offers Planning
21 Technical Assistance Grants to municipalities that do not require a match, ranging between
22 \$25,000 and \$40,000 for projects that are to be completed by June 15, 2017; and

23 WHEREAS, the Village Commission finds it to be in the best interests of the Village
24 and its residents to authorize the Village Manager to apply for the 2016-2017 Community
25 Planning Technical Assistance Grant in the amount of \$40,000, to be used to hire a planning
26 consultant to revise the Village's Land Development Code.

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

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.
32

1 **Section 2.** The Village Commission authorizes the Village Manager to apply for the
2 2016-2017 Community Planning Technical Assistance Grant in the amount of \$40,000, to be
3 used to hire a planning consultant to revise the Village’s Land Development Code.

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

6 PASSED AND ADOPTED this ____ day of _____, 2016.

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

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10 _____
11 David Coviello, Mayor

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13 Attest:

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

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18 Maria C. Camara, Village Clerk

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20 Approved as to form:

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25 John J. Hearn, Village Attorney

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Village of Biscayne Park

Land Development Code Revision

Scope of Work - Excerpt Project Description.

Grantee will identify a planning consultant to revise the Land Development Code in order to create a Code that is user-friendly and modern. The new Land Development Code will enhance the Village while promoting environmentally sound practices.

DELIVERABLES: The specific deliverables, tasks, performance measures, due dates, and payment amounts are set forth in the following table:

Deliverables and Tasks	Performance Measures	Due Date	Fixed Payment Amount
<p>Deliverable 1 – Commission Outreach and Information Gathering</p> <ol style="list-style-type: none"> 1. Review existing Land Development Code with Village Staff. 2. Develop outreach materials and create community interest in the Land Development Code Revision. 3. Hold first public meeting to identify key areas of focus and/or concern in the existing Land Development Code. 4. Present results of first public meeting to Village Commission in the form of a SWOT analysis (strengths, weaknesses, opportunities, and threats) and solicit feedback from Village Commission. 	<p>Completion of the tasks in accordance with Deliverable 1 --</p> <ol style="list-style-type: none"> 1. Copies of the advertisements, handouts, flyers, presentation, and agendas for the public meeting; 2. Detailed report on the areas of concern identified by the Village staff, community, Village Commission and consultant. 3. SWOT analysis report 	9/2/2016	\$10,000.00
<p>Deliverable 2 – Draft Land Development Code</p> <ol style="list-style-type: none"> 1. The Consultant will prepare a draft of the revised Land Development Code that, at a minimum, includes the following: <ol style="list-style-type: none"> a. A statement of how the goals of the Comprehensive Plan 	<p>Completion of the tasks in accordance with Deliverable 2 –</p> <ol style="list-style-type: none"> 1. Provide a draft of the Land Development Code to Staff within 45 days of the Village Commission presentation identified in Deliverable 1. 2. Handouts, Presentation and detailed notes from 	11/18/2016	\$20,000.00

<p>are integrated into the Land Development Code</p> <ul style="list-style-type: none"> b. Guidelines for interpreting the zoning ordinance, which will include a section of terminology in the ordinance and definitions c. Regulations for the permitted land uses, regulations for the height, size, bulk, alteration and removal of structures d. Regulations establishing the minimum areas and dimensions of land to be occupied by structures and uses e. Procedures for granting and denial of variances by the Village Commission f. Regulations on nonconforming uses and structures g. Regulations for the usage of signs and lighting h. Procedures for adoption and amendment to the zoning ordinance i. Procedures for requesting the rezoning of a property j. An updated zoning map. <p>2. Presentation of draft Land Development Code to the Village Commission and community.</p>	<p>Village Commission and Community Meeting.</p>		
<p>Deliverable 3 – Final Land Development Code</p> <ul style="list-style-type: none"> 1. Preparation of Final Land 	<p>Completion of the tasks in accordance with Deliverable 3 –</p>	<p>2/17/2017</p>	<p>\$10,000.00</p>

<ul style="list-style-type: none"> Development Code. 2. Preparation of Ordinance Language to be reviewed by Village Attorney. 3. Attendance at Village Commission meetings where final ordinance will be considered. 	<ul style="list-style-type: none"> 1. Final Land Development Code – one electronic copy in PDF and Word, 10 paper copies. 2. Final Ordinance in Word 		
		TOTAL	\$40,000.00

DRAFT



Village of Biscayne Park Commission Agenda Report

Village Commission Meeting Date: April 5, 2016

Subject: Resolution 2016-18
Accepting donation of artwork

Prepared By: Maria C. Camara

Sponsored By: Staff

Background

McKenzie Construction, the contractor for the restoration of the Village's historic Log Cabin, utilized the professional services of Intensified Wood Restoration (IWR) from Munising, Michigan for their expertise and detailed work on the logs. Lee Denman from IWR and his crew spent several weeks working to restore each log, inside and out, as well as the careful replacement of the chinking.

A member of the IWR team was Makala Ely. Her grandfather, 74-year old Donald Odom, enjoys making log cabin jewelry boxes from his home in Navarre, Florida, which helps keep him happy and healthy. Makala brought up the idea to have her grandfather make a replica of our log cabin which she, along with the entire IWR team, worked so hard to restore.

Mr. Odom accepted the challenge and it took about a month to create using the following materials:

- 7/16" wooden dowel rods for the main structure.
- 1" square wooden rods for the railing system.
- Concrete floor patch for the chinking in between the wooden dowels.
- The roof is made of cardboard and Popsicle sticks.
- The fireplace was made from fish tank rocks glued onto wood.
- The firewood is salvaged sticks from Florida Pine Trees.

April 5, 2016

Commission Agenda Report

Resolution 2016-18

The cost of the log cabin replica was covered by Lee Denman and IWR, which he has generously donated to the Village. Mr. Denman stated, *“We thought it would be a nice little touch for everyone to enjoy in your new Village Hall!”*

In accordance with the Village’s GIFT AND/OR DONATION POLICY, any “art work” is to be brought to the Village Commission for acceptance.

Recommendation

Approval of Resolution 2016-18.

Attachments

- Resolution 2016-18



1 **Section 1.** The above-stated recitals are hereby confirmed and adopted.

2 **Section 2.** That, consistent with Resolution No. 2011-30, the Village Manager or
3 designee is hereby authorized to accept the Art Donation on behalf of the Village.

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

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6 PASSED AND ADOPTED this ___ day of _____, 2016.

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

Mayor Coviello: ____

Vice Mayor Watts: ____

Commissioner Anderson: ____

Commissioner Jonas: ____

Commissioner Ross: ____

David Coviello, Mayor

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: April 5, 2016

Subject: Ordinance 2016-05 First Reading
Code Compliance Board Member

Prepared By: Maria C. Camara

Sponsored By: Staff

Background

On December 1, 2015, the Village Commission approved Ordinance 2015-09 which included the following change to the Code as it relates to the Planning & Zoning Board:

13.2.2 Composition. The five-member board shall be appointed by the village commission. Members of the planning board shall be property owners and residents of the Village of Biscayne Park. Residents who are not property owners may be appointed by the Village Commission by at least a 4/5th super majority vote.

At the March 1, 2016 meeting, there was consensus by the Commission to direct the Village Attorney to draft an ordinance to include the same provision for the Code Compliance Board that if a resident is not a property owner, they may be appointed by the Village Commission by at least a 4/5th super majority vote.

Recommendation: Approval at first reading.

Attachments:

- Ordinance 2016-05

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ORDINANCE NO. 2016-05

**AN ORDINANCE OF THE VILLAGE
COMMISSION OF THE VILLAGE OF BISCAYNE
PARK, FLORIDA AMENDING CHAPTER 14 OF
THE LAND DEVELOPMENT CODE ENTITLED
“CODE COMPLIANCE BOARD”; PROVIDING
FOR CONFLICTS; PROVIDING FOR
SEVERABILITY; PROVIDING FOR INCLUSION;
PROVIDING FOR AN EFFECTIVE**

WHEREAS, at its meeting of May 5, 2015, the Village Commission adopted Ordinance 2015-03 which modified language pertaining to Village Boards and required code compliance board members to be property owners as well as residents of the Village; and

WHEREAS, the Village Commission finds that it is necessary to adopt a procedure for allowing non-resident and/or non-property owners in the Village should circumstances warrant such an appointment; and

WHEREAS, the Village Commission finds it in the best interests of the Village to approve this ordinance, authorizing the LDC to be revised to be consistent with the Village Commission’s recommendation;

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

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

Section 2. Chapter 13, entitled “Planning Board and Local Planning Agency”, is hereby amended to read as follows:

14.1. - Code compliance board—Generally.

14.1.1 Purpose. This chapter sets forth the procedures of the code compliance board. When not expressly provided for in this chapter, article III, section 2-30 of the Biscayne Park Code shall apply.

14.1.2 Intent. It is the intent of the village to provide an equitable, expeditious, effective, and inexpensive method of enforcing the codes and ordinances in force in the village by granting to the code compliance board the authority to impose administrative fines and other non-criminal penalties for violation(s) of said codes and ordinances.

1 14.1.3 Composition. The five-member board shall be appointed by the village commission.
2 Members of the code compliance board shall be property owners and residents of the
3 Village of Biscayne Park. Residents who are not property owners may be appointed by the
4 village commission by at least a four-fifths super majority vote. Appointments shall be made
5 on the basis of experience or interest and, when possible, include the following individuals:
6 an architect, an attorney a business person, an engineer, a general contractor, a subcontractor
7 and a licensed real estate person.

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11 **Section 3.** **Conflicts.** That all Ordinances or parts of Ordinances, Resolutions or parts
12 thereof in conflict herewith, be and the same are hereby repealed to the extent of such conflict.

13 **Section 4.** **Severability.** The provisions of this Ordinance are declared to be
14 severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be
15 held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining
16 sections, sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it
17 being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any
18 part.

19 **Section 5.** **Codification.** It is the intention of the Village Commission of the Village of
20 Biscayne Park, that the provisions of this Ordinance shall become and made a part of the Code of
21 Ordinances of the Village of Biscayne Park, Florida, and that the Sections of this Ordinance may be
22 renumbered, re-lettered and the word "Ordinance" may be changed to "Section," "Article" or other
23 word or phrase in order to accomplish such intention.

24 **Section 6.** **Effective Date.** This Ordinance shall be effective upon adoption on
25 second reading.

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

1 PASSED AND ADOPTED upon first reading this ____ day of _____, 2016.

2 PASSED AND ADOPTED upon second reading this ____ day of _____, 2016.

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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 Watts: ____
Commissioner Anderson: ____
Commissioner Jonas: ____
Commissioner Ross: ____

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: April 5, 2016

Subject: Ordinance 2016-02 - Section 16.15
Relating to Landlord Permits

Prepared By: Maria C. Camara

Sponsored By: Staff

Background

At the February 2, 2016, commission meeting, the Commission discussed section 16.15 of the Land Development Code regarding Landlord permits, specifically removing the waiver of the permit fee after three years.

Following discussion, there was consensus from the Commission to have the Village Attorney draft the ordinance for first reading to remove the waiver, and to also include language proposed by Staff, regarding:

- Removal of Section 16.15.3 Exemption
- Removal of references to required inspections by the Village

At the March 1, 2016 meeting, Ordinance 2016-02 was presented and approved at first reading with direction to the Village Attorney to:

- Verify reference of the fee schedule.
- Reference an inspection fee by the building official.

Recommendation: Approval at second reading.

Attachments:

- Ordinance 2016-02

1 permit on the unit. The application shall be in writing and on a form provided by the village.
2 Such annual permit shall be valid from January 1 through December 31 of each year and
3 shall be issued and not revoked if:

4 (1) The annual regulatory fee is paid.

5 (2) The applicant and the applicant's property are not in violation of this section.

6 (3) The applicant provided the correct street address for all parcels or property covered by
7 this section.

8 16.15.2 Landlord permit required. It is hereby deemed unlawful for any person to lease, sublease,
9 rent or allow the occupancy of any dwelling or dwelling unit for the purpose of tenancy,
10 whether or not for consideration, without first obtaining the required landlord permit.

11 ~~16.15.3 Exemption. The provisions of this section do not apply if the dwelling unit is occupied
12 by less than three (3) persons eighteen (18) years of age or older, one (1) of whom is the
13 owner, and the children of one (1) or both of these people.~~

14 16.15.43 Payment; late payment. The village shall bill each applicant or holder of a landlord
15 permit for the annual fee, once the village manager or designee determines that all
16 requirements for the permit have been met. If payment is not received on the due date, the
17 account shall be considered delinquent and subject to a delinquency penalty of ten (10)
18 percent for the first thirty (30) days of delinquency and an additional five (5) percent penalty
19 for each month of delinquency thereafter until paid; provided that the total delinquency
20 penalty shall not exceed twenty-five (25) percent of the fee due. If payment is not received
21 within one hundred twenty (120) days, the village manager or designee may refer the
22 account to a collection agency. If the collection agency does not collect the amount due
23 within ninety (90) days of the referral, or if the village manager or designee decides not to
24 refer the account to a collection agency, the applicant or permit holder shall be subject to
25 citation for violation of this section and proceedings before the code enforcement board.

26 16.15.54 Fees.

27 (a) Fees to be charged for the purpose of administering this ordinance shall be established
28 by separate resolution.

29 (b) The village manager shall collect all fees due and owing to the village.

30 ~~(c) Inspections of the applicant's premises shall be scheduled at the convenience of both the
31 enforcement officer/inspector, landlord and tenant(s). If the landlord and/or tenant fails
32 to be present at the time of the scheduled inspection or if the enforcement
33 officer/inspector is denied and/or unable to gain access to the dwelling or dwelling unit
34 to conduct the requisite inspection, the landlord may be subject to being charged a re-
35 inspection fee for each re-inspection, at the discretion of the village. Additionally, after
36 three (3) such attempts and/or denials of access to the premises, the village may pursue
37 the revocation of any existing permit(s) of use issued to the subject premises.~~

38 16.15.6 Waiver of permit fee. If the property has received no violations for three (3) consecutive
39 years, then the landlord permit fee shall be waived.

40 16.15.75 Application procedures.

1 (a) No landlord permit shall be issued or granted to any person unless an application is filed
2 with the village manager, or his/her designee on forms provided for that purpose,
3 disclosing the following:

4 (1) The landlord's name and address and telephone number, and any other emergency
5 contact information. Any changes in such information during the period for which
6 the landlord permit is issued shall be made to the village manager or his/her
7 designee, in writing.

8 (2) If the applicant is a corporation or partnership, the full name and address of the
9 corporation or partnership and the state of incorporation. Applicant must submit a
10 copy of the articles of incorporation.

11 (b) All applications and permits shall be assigned a number, which may be an individual's
12 Social Security Number, a corporation's federal tax number, or such other uniform
13 method of numbering selected by the village manager or his designee.

14 (c) Statement of accuracy: The application form shall contain the following language:

15 "The undersigned has carefully reviewed this application and all information contained
16 herein has been freely and voluntarily provided. All facts, figures, statements contained
17 in this application are true, correct, and complete to the best of my knowledge and
18 belief. The applicant also acknowledges and understands that the issuance of a Village
19 landlord permit is contingent upon a compliance inspection and in conjunction with the
20 issuance of a certificate of occupancy. The undersigned understands that failure to
21 comply with the Village's ordinances may result in revocation of said landlord permit."

22 (d) The applicant shall print and sign his or her name to the application immediately after
23 the statement required in subsection (c) above. In the case of a corporation, an officer
24 shall be required to sign the application in his individual capacity and not solely as a
25 corporate agent.

26 (e) Dwelling or dwelling units that are required to obtain a certificate of occupancy
27 pursuant to the Florida Building Code, must do so prior to the issuance of a landlord
28 permit. The village shall honor any certificate of occupancy issued by Miami-Dade
29 County; provided that the occupancy for which the certificate was issued remains the
30 same.

31 (f) State license, certificate, registration required. All premises regulated by the state must
32 submit a copy of their current state license, certificate, and/or registration prior to the
33 issuance of their landlord permit and thereafter each year at the time of renewal. Only
34 the state license itself or receipt therefore shall constitute proof of current state license.

35 (g) Landlord permits shall not be issued unless all application procedures in this section are
36 completed.;

37 ~~(1) There has been a site inspection of the dwelling or dwelling unit(s) by the village.~~

38 ~~(2) The village has verified compliance with all applicable laws and regulations and~~
39 ~~has collected all applicable fees due to the village.~~

40 16.15.86 Failure to apply for permit. If the village manager or designee has reasonable cause to
41 believe that a dwelling unit is being leased, subleased, rented or occupied without a permit
42 in violation of this section, the owner of the property shall be given notice that a permit is

1 required and that an application must be filed with the village within thirty (30) days of the
2 notice. If an application, or evidence that a permit is not required, is not received on the due
3 date, the owner shall be cited for violation of this section and proceedings before the code
4 enforcement board will begin.

5 16.15.97 Tenant documents. Prior to executing a lease for the dwelling unit covered by the
6 permit, applicant will provide each tenant with a copy of:

7 (a) F.S. Ch. 83, pt. II, entitled "Residential Tenancies;" and

8 (b) Chapter 16, section 16.15 of this Code, entitled "Landlord Permits."

9 16.15.408 Obligation to pursue lawful remedies. In the event the village provides notice to the
10 applicant (property owner or designated agent) of repeated violations of certain ordinances
11 by a tenant or guests of a tenant of the dwelling unit, the applicant will pursue all lawful
12 remedies available under F.S. § 83.56, regarding termination of the rental agreement due to
13 the tenant's failure to comply with F.S. Ch. 83, the provisions of the lease or this Code.

14 16.15.449 Requirements of permittee.

15 (a) Any owner who resides outside of Miami-Dade County either at the time of procuring a
16 permit or after having procured a permit shall appoint an agent who resides within the
17 county for the purpose of receiving notices from the village concerning the permit. The
18 owner shall notify the village in writing of the name, address and telephone number of
19 the agent. If the owner fails to appoint an agent or notify the village, the permittee shall
20 be presumed to have agreed to constructive notice by publication in a newspaper of
21 county-wide circulation within Miami-Dade County.

22 (b) The permittee and appointed agent, if any, shall maintain a list of the names of tenants
23 in each dwelling unit. Such lists shall be available to the village upon reasonable notice.

24 16.15.4210 Material breaches of lease. Adjudications of guilt or pleas of no contest of the
25 village's ordinances, including but not limited to, noise, animal control, solid waste, storage,
26 trash and yard maintenance, shall be a material breach of a lease of any unit regulated by
27 this section, and grounds for termination of the lease.

28 16.15.4311 Agreement to allow inspection. By applying for a permit, the owner agrees to allow
29 inspection of the unit for violations of the housing code at any reasonable time; however,
30 this provision shall not be interpreted as authorizing the village to conduct an inspection of
31 an occupied rental unit without obtaining either the consent of an occupant or a warrant.

32 16.15.4412 Contact information. No permit shall be issued or renewed until the applicant or
33 permit holder has provided the name and phone number of a natural person eighteen (18)
34 years of age or older who can be contacted twenty-four (24) hours a day, seven (7) days a
35 week, regarding the rental unit. This contact person may be the owner, the owner's agent, or
36 any other person other than a resident of the rental unit who has agreed to be the contact
37 person.

38 16.15.4513 Denial or revocation of permit.

39 (a) The village manager or designee may deny issuance of, or revoke, any permits applied
40 for under this section if it is determined either that the applicant or holder has made
41 material misrepresentations about the condition of his/her property, or that the owner
42 has otherwise violated a provision of this section.

- 1 (b) If the village manager or designee determines there is reasonable cause to believe that
2 there are grounds to revoke or deny a permit applied for or held, a written notice shall
3 be mailed by registered mail to the owner or agent whose address was provided in the
4 application for such permit. If the dwelling unit in question is occupied, a copy of the
5 notice shall be mailed to at least one (1) tenant. Such written notice shall state the
6 alleged grounds for revocation or denial. For revocation of a permit, such written notice
7 shall also state that the revocation will become effective thirty (30) days from the date
8 of the notice unless, within the thirty (30) days, the alleged grounds for revocation are
9 remedied (or legal action to do so is begun) to the satisfaction of the village manager or
10 designee or a hearing is applied for in accordance with this section.
- 11 (c) Within thirty (30) days from the date the notice of revocation or denial is mailed, a
12 holder of or applicant for a permit or the appointed agent may request in writing to the
13 village manager a hearing on the revocation or denial. The village manager or
14 designee shall schedule the hearing to occur within fifteen (15) days after receiving the
15 request for hearing and shall notify the permit holder or applicant at least five (5) days
16 in advance. The hearing may be postponed if mutually agreed upon by all parties.
- 17 (d) The hearing shall be conducted informally and adherence to the rules of evidence
18 normally followed by the courts shall not be required. Any person may present
19 testimony, documents or other evidence as deemed relevant by the village manager or
20 designee. Any person may be represented by counsel.
- 21 (e) The village manager or designee shall consider all evidence presented, and if the
22 preponderance of the evidence supports the allegation of violation the permit shall be
23 denied or revoked. If the preponderance of the evidence does not support the allegation
24 of violation, the permit shall be issued or allowed to continue. The decision of the
25 village manager or designee may be appealed to the county court of Miami-Dade
26 County.
- 27 (f) The village manager or designee may waive the revocation requirement as to any permit
28 if it is determined that the owner has attempted in good faith to comply with this
29 section. In determining asserted good faith as required for a waiver, the village manager
30 or designee may consider, but not be limited to, the owner's having remedied the
31 violation, and the owner's past history of violations of the conditions of the landlord
32 permit.
- 33 (g) If a permit is revoked under this section, the owner whose permit was revoked shall not
34 be issued another permit on the same premises for a period of six (6) months after the
35 date of revocation.

36 ~~16.15.46~~ 14 Inspections and complaints.

- 37 (a) Inspections. If there is cause to believe a violation of this section exists, the village
38 manager or designee is hereby authorized to make inspections of any premises at
39 reasonable times with seventy-two (72) hours notice to the owner or agent at the address
40 provided in the application for the permit for the premises or, if no permit has been
41 applied for, to the owner as shown on the latest tax rolls, and one (1) occupant (if any),
42 to determine if a violation exists. Upon refusal to allow entry into the dwelling, the
43 village may apply for a search warrant from the appropriate court for authorization to
44 enter the dwelling. If an inspection occurs, the owner shall be responsible to pay the

1 cost of carrying out the inspection as set forth in a resolution kept on file by the village
2 clerk, in addition to any attorney's fees necessitated by the refusal of the owner and/or
3 agent/occupant to allow entry into the dwelling.

4 (b) Complaints. All complainants shall be requested to state their names and addresses and
5 give a statement of the facts giving rise to the complainant's belief that the provisions of
6 this section are being violated. Such information may be obtained orally or in writing.

7 16.15.4715 Penalties for violations. Any person who violates any section of this ordinance shall
8 be subject to the issuance of a civil citation with a civil penalty as provided for by resolution
9 kept on file by the village clerk. in the amount of two hundred fifty dollars (\$250.00) per
10 day. Violations of this ordinance may also be punished by a fine not to exceed five hundred
11 dollars (\$500.00). Each day any violation or any provision of this Code shall continue, shall
12 constitute a separate offense.

13 **Section 3.** **Conflicts.** That all Ordinances or parts of Ordinances, Resolutions or parts
14 thereof in conflict herewith, are and the same are hereby repealed to the extent of such conflict.

15 **Section 4.** **Severability.** The provisions of this Ordinance are declared to be
16 severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be
17 held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining
18 sections, sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it
19 being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any
20 part.

21 **Section 5.** **Codification.** It is the intention of the Village Commission of the Village of
22 Biscayne Park, that the provisions of this Ordinance shall become and made a part of the Code of
23 Ordinances of the Village of Biscayne Park, Florida, and that the Sections of this Ordinance may be
24 renumbered, re-lettered and the word "Ordinance" may be changed to "Section," "Article" or other
25 word or phrase in order to accomplish such intention.

26 **Section 6.** **Effective Date.** This Ordinance shall be effective upon adoption on
27 second reading.

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

4
5

6 PASSED AND ADOPTED upon first reading this 1st day of March, 2016.

7 PASSED AND ADOPTED upon second reading this ____ day of _____, 2016.

8

9 **The foregoing ordinance upon being put**
10 **to a vote, the vote was as follows:**

11
12
13 Mayor Coviello: ____
14 Vice Mayor Watts: ____
15 Commissioner Anderson: ____
16 Commissioner Jonas: ____
17 Commissioner Ross: ____

18
19
20 _____
21 David Coviello, Mayor

22
23
24 Attest:

25 _____
26 Maria C. Camara, Village Clerk

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28
29 Approved as to form:

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34 _____
35 John J. Hearn, Village Attorney

36
37



Village of Biscayne Park

Commission Agenda Report

Village Commission Meeting Date: April 5, 2016

Subject: Ordinance 2016-03 - Section 6.3
Relating to Solid Waste

Prepared By: Maria C. Camara

Sponsored By: Staff

Background

At the February 2, 2016, commission meeting, the Commission discussed Section 6.3 of the Code of Ordinances relating to Solid Waste, specifically the inconsistencies when garbage, trash and recycling may be placed at the curb. Following discussion, there was consensus from the Commission to have the Village Attorney draft the ordinance for first reading to amend the language.

At the March 1, 2016 meeting, Ordinance 2016-03 was presented and approved at first reading with direction to the Village Attorney to amend as follows for second reading:

- Amend time reference in section 6.3.3(a) to “no earlier than 9:00am of the day preceding the scheduled collection time and containers must be removed and placed out of sight by 9:00am the day following the scheduled day of collection.”
- Add “Failure to comply with the provisions of this section shall constitute a violation of this Code.” to section 6.3.4.
- Section 6.3.9 needs to consider/include citation process, and to make reference to the fee schedule.

Recommendation: Approval at second reading.

Attachments:

- Ordinance 2016-03

1 leaves and grass cuttings. Garbage cans shall be kept tightly-closed at all times and
2 easily accessible to collectors. Collection service may be discontinued where the
3 garbage cans or containers are determined to be unfit for receptacles by the public
4 works department. Failure of the property owner to provide proper garbage cans or
5 containers which results in discontinuance of service shall subject the property owner to
6 the penalty provisions of this Code.

7 (b) Garbage cans and trash receptacles must be placed behind the face of the building and
8 screened from view except when properly placed out for pickup.

9 (c) Dumpsters.

10 (1) Intent. It is the intent of this section to regulate the location and construction of
11 bulk container enclosures in a manner that promotes the public health and safety,
12 and lessens or otherwise mitigates the visual impact of such bulk containers upon
13 the community. A bulk container is a receptacle with a capacity of greater than one
14 (1) cubic yard which purpose is for the disposal and storage of garbage, trash and
15 any form of waste materials, not including hazardous or infectious waste

16 (2) Domestic trash. Every refuse accumulation of animal, fruit or vegetable matter that
17 attends the preparation, use, cooking and dealing in the storage of edibles, and any
18 other matter of any nature whatsoever which is subject to decay, purification and
19 degeneration of noxious or offensive gases or odors.

20 (3) Garden/bulky waste. Items of household refuse, tree cutbacks and shrubbery
21 cuttings, and other refuse attending the care of lawns, boxes and like articles.

22 (4) Enclosure. Wheeled bulk containers for the disposal of solid waste shall be
23 enclosed in a fence or wall fully screening it from view. Chain link fencing is not
24 permitted for enclosure or gate. Containers are to be positioned upon a hard surface
25 pad and a hard surface roll-away from the pad to the servicing area is provided to
26 facilitate servicing. Wheeled bulk containers shall only be placed curbside for
27 collection and shall remain curbside for a reasonable amount of time in order to
28 facilitate collection. In no case shall wheeled bulk containers remain overnight at
29 curbside or street side.

30 (5) Size requirement. Each enclosure shall provide a minimum of eighteen (18) inches
31 of clear space between each side of each bulk container (including lifting flanges)
32 and the adjacent wall surface of that enclosure, or other containers within the same
33 enclosure. The height of each enclosure shall be six (6) inches greater than the
34 highest part of the bulk container therein.

35 (6) Placement. The placement of containers and enclosures shall be planned and
36 constructed in a manner that allows unobstructed access to each container and the
37 unobstructed opening of the gates during the emptying process. Containers shall
38 not be located in such a manner that the service vehicle will block any intersection
39 during the emptying process. Containers shall be located to the rear of the property,
40 no closer than ten (10) feet to a property line.

41 (7) Gates. All enclosures shall have gates and their construction shall be of sturdy
42 metal frame and hinges with an opaque facing material. Servicing gates shall
43 incorporate gate stops and latches that are functional in the full open and closed

1 positions. Hinge assemblies shall be strong and durable so that access and servicing
2 gates function properly and do not sag. Enclosure gates shall be closed at all times
3 except for the time necessary to service the bulk container(s).

4 (8) Pad/hard surface. All enclosures shall be placed on poured concrete, solid or
5 perforated interlocking concrete block paving (ICB), or any existing hardened
6 paving system. A service access drive for the purpose of emptying the bulk
7 container shall also be provided unless a hard surface that provides access to the
8 bulk container already exists.

9 (9) Maintenance. Approved enclosures shall be maintained in good condition and
10 appearance at all times. Gates and latches shall be kept fully operable and shall be
11 cleaned periodically to prevent noxious odors and unsanitary conditions from
12 occurring. Enclosure pads and access drives shall be repaired or rebuilt whenever
13 the pavement structure deteriorates.

14 6.3.3 Owner/occupant responsibility.

15 (a) It shall be the duty of each owner/occupant to prevent the continued, excessive and
16 unsightly accumulation of garbage, trash and other types of waste and rubbish.

17 (b) Each owner/occupant shall place domestic trash and recyclable materials at the property
18 line in front of the property no earlier than 9:00 a.m. of the day ~~the evening not more~~
19 ~~than twenty four (24) hours before~~ preceding the scheduled collection time and
20 containers must be removed and placed out of sight by 9:00 a.m. the day following the
21 scheduled day of collection. ~~Each owner/occupant shall remove their trash container~~
22 ~~from the front of the property within twenty four (24) hours after collection.~~

23 (c) Failure to comply with the provisions of this section shall constitute a violation of this
24 Code.

25 6.3.4 Garden/bulky waste. All tree trimmers and tree surgeons who are employed by a resident
26 or occupant of any residence or who may be employed by the village, or who may otherwise
27 pursue their occupation in the village shall be required to remove immediately to a dump or
28 other place designated for refuse, all refuse, cutting or debris resulting from their operation.
29 In no event shall any refuse, cuttings or debris remain overnight on any premises where tree
30 trimmers or tree surgeons have been engaged in their occupation. Each property owner shall
31 place tree and garden refuse at the property line in front of the property no earlier than 9:00
32 a.m. ~~6:00 a.m.~~ of the day preceding the scheduled collection time and containers must be
33 removed and placed out of sight by ~~6:00 a.m.~~ 9:00 a.m. the day following the scheduled day
34 of collection. Failure to comply with the provisions of this section shall constitute a
35 violation of this Code.

36 6.3.5 Recycling program. The village may form cooperative arrangements with the county for
37 implementing recycling programs. The following requirements shall apply:

38 (a) Construction and demolition debris must be separated from the solid waste stream and
39 segregated in separate locations at a solid waste disposal facility or other permitted site.

40 (b) The local government is encouraged to separate all plastic, metal, and all other grades of
41 paper for recycling prior to final disposal and is further encouraged to recycle yard trash
42 and other mechanically treated solid waste into compost available for agricultural and
43 other acceptable uses.

1 (c) In developing and implementing recycling programs, the village is encouraged to use
2 for-profit organizations for the collection, marketing, and disposition of recyclable
3 materials.

4 6.3.6 Solid waste franchise. The village may enter into a written agreement with other persons
5 to undertake to fulfill some or all of the village's solid waste responsibilities.

6 6.3.7 Determination and announcement of full cost for solid waste management.

7 (a) The village shall determine the full cost for solid waste management within the service
8 area of the village for the one-year period beginning on October 1, 1988, and shall
9 update the full cost every year thereafter. The method to be used in calculating full cost
10 shall be according to the rule established by the Florida Department of Environmental
11 Regulations.

12 (b) The village shall establish a system to inform, no less than once a year, residential and
13 nonresidential users of solid waste management services within the village service area
14 of the user's share, on an average or individual basis, of the full cost for solid waste
15 management as determined pursuant to subsection 6.3.7(a) above.

16 (c) Additional/unscheduled trash removal. The village shall provide additional/unscheduled
17 trash removal for its residents. The cost for these services shall be determined annually
18 by resolution of the village commission.

19 6.3.8 Litter. Unless otherwise authorized by law or permit, it shall be unlawful for any person
20 to dump litter in any manner or amount as stipulated in the Florida Litter Law.

21 6.3.9 Violations of this section; enforcement procedures available to village; schedule of fines
22 and penalties. Any violation or repeat violation of this section may be pursued by the village
23 by appropriate remedy either in court, or through code enforcement by the imposition of a
24 fine as set forth in a resolution kept on file by the Village Clerk. ~~below, or by any other~~
25 ~~means available at law or in equity, at the option of the village.~~ If it is the first violation, a
26 warning may be given. ~~Any person violating this section shall be punished by a fine of not~~
27 ~~more than thirty dollars (\$30.00) per violation.~~ Each day, or portion thereof, that a violation
28 occurs is considered a separate and additional violation.

29
30 **Section 3.** Conflicts. That all Ordinances or parts of Ordinances, Resolutions or parts
31 thereof in conflict herewith, are and the same are hereby repealed to the extent of such conflict.

32 **Section 4.** Severability. The provisions of this Ordinance are declared to be
33 severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be
34 held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining
35 sections, sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it

1 being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any
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3 **Section 5.** Codification. It is the intention of the Village Commission of the Village of
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5 Ordinances of the Village of Biscayne Park, Florida, and that the Sections of this Ordinance may be
6 renumbered, re-lettered and the word "Ordinance" may be changed to "Section," "Article" or other
7 word or phrase in order to accomplish such intention.

8 **Section 6.** Effective Date. This Ordinance shall be effective upon adoption on
9 second reading.

10
11 The foregoing Ordinance was offered by Commissioner _____, who moved its
12 adoption. The motion was seconded by _____ and upon being put to a vote,
13 the vote was as follows:

14
15 PASSED AND ADOPTED upon first reading this 1st day of March, 2016.

16 PASSED AND ADOPTED upon second reading this ____ day of _____, 2016.

17

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

- Mayor Coviello: ____
- Vice Mayor Watts: ____
- Commissioner Anderson: ____
- Commissioner Jonas: ____
- Commissioner Ross: ____

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22 _____
23 David Coviello, Mayor

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1 Attest:

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Maria C. Camara, Village Clerk

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11 Approved as to form:

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16 _____
John J. Hearn, Village Attorney

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Village of Biscayne Park

Commission Agenda Report

Village Commission Meeting Date: April 5, 2016

Subject: Ordinance 2016-04 - Civil Citations

Prepared By: Maria C. Camara

Sponsored By: Staff

Background

At the February 2, 2016 commission meeting, the Commission discussed the utilization of civil citations which would allow for penalties for repeatable violations which can be corrected with minimal effort, as brought forward by Village Attorney John Hearn. After discussion, there was consensus to move forward and to have the Attorney draft an ordinance for first reading, as well as provide a list of the violations, which include, but are not limited to:

- Parking on the grass
- Overgrown grass
- Waste receptacles left out after collection
- Waste receptacles not properly stored behind face of building
- Excessive/offensive noise

At the March 1, 2016 meeting, Ordinance 2016-04 was presented and approved at first reading with direction to the Village Attorney to review/amend as follows:

- Include in the title of the ordinance both sections 6.3.3 and 6.3.4
- Section 15.4 - Planning Board, to be frocked (as recommended by Attorney Hearn)
- Section 6.3.3 and 6.4.3 to be amended to include the 9:00am to 9:00 am time provision.
- Section 14.1.7 (f) to be amended to change from “parking on grass” to “parking on a non-approved surface”.
- Section 14.1.7 (2) (iii) need to clarify/delete the language: “The date and time the violation was committed.”
- Section 14.1.7 (2) (viii) need to clarify the language: “The penalty if the person elects to contest the administrative citation.”

April 5, 2016

Commission Agenda Report

Ordinance 2016-04

- Section 14.1.7 (5) (ii) need to change “Attend a hearing” to “Request a hearing”.

The ordinance also specifies the requirements of the Administration Citation form and a sample is also provided for review.

Recommendation: Approval at second reading.

Attachments:

- Ordinance 2016-04
- Administrative Citation DRAFT

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ORDINANCE NO. 2016-04

**AN ORDINANCE OF THE VILLAGE
COMMISSION OF THE VILLAGE OF
BISCAYNE PARK, FLORIDA AMENDING 6.3.3
OF THE LAND DEVELOPMENT CODE
ENTITLED “OWNER/OCCUPANT
RESPONSIBILITY”; AMENDING SECTION 6.3.4
OF THE LAND DEVELOPMENT CODE
ENTITLED “GARDEN/BULKY WASTE”;
“AMENDING SECTION 14.1 OF THE LAND
DEVELOPMENT CODE ENTITLED
“COMPLIANCE PROCEDURE”; AMENDING
SECTION 15.4 OF THE LAND DEVELOPMENT
CODE ENTITLED “OTHER PENALTIES AND
REMEDIES”; PROVIDING FOR INTENT;
PROVIDING FOR CONFLICTS; PROVIDING
FOR SEVERABILITY; PROVIDING FOR
INCLUSION; PROVIDING FOR AN EFFECTIVE
DATE**

22 WHEREAS, the current notice of violation procedure is effective and efficient for most
23 violations of the Village Code; and

24 WHEREAS, the current notice of violation procedure is ineffective and inefficient for
25 violations of the Village Code that are easily correctable as it allows repeat violations of certain
26 Code provisions to occur and to negatively and irreparably impact the Village without any
27 consequence to the violator; and

28 WHEREAS, an administrative citation process would create a streamlined and efficient
29 way of enforcing violations of the Village Code that are easily correctable, however, the damage
30 is irreversible; and

31 WHEREAS, the Village Commission finds it to be in the best interests of the residents of
32 the Village of Biscayne Park to create and enact an administrative citation process;

33
34 **NOW, THEREFORE, BE IT ORDAINED BY THE VILLAGE COMMISSION OF**
35 **THE VILLAGE OF BISCAYNE PARK, FLORIDA:**

36
37 **Section 1.** The foregoing “Whereas” clauses are hereby ratified and confirmed as
38 being true and correct and are hereby made a specific part of this Ordinance upon adoption
39 hereof.

1 **Section 2.** It is the intent of the Village Commission that administrative citations be
2 issued for violations that can be corrected with minimal effort, and are either health and safety
3 violations, or irreparable or irreversible.

4 **Section 3.** Section 6.3.3 of the Village of Biscayne Park Land Development Code,
5 entitled, “Owner/occupant responsibility”, is hereby amended to read as follows:

6 **6.3.3 Owner/occupant responsibility.**

- 7 (a) It shall be the duty of each owner/occupant to prevent the continued, excessive and
8 unsightly accumulation of garbage, trash and other types of waste and rubbish.
- 9 (b) Each owner/occupant shall place domestic trash and recyclable materials at the property
10 line in front of the property ~~no earlier than 9:00 a.m. of the day the evening not more~~
11 ~~than twenty four (24) hours before~~ preceding the scheduled collection time and
12 containers must be removed and placed out of sight by 9:00 a.m. the day following the
13 scheduled day of collection. ~~Each owner/occupant shall remove their trash container~~
14 ~~from the front of the property within twenty four (24) hours after collection.~~
- 15 (c) Failure to comply with the provisions of this section shall constitute a violation of this
16 Code.

17 **Section 4.** Section 6.3.4 of the Village of Biscayne Park Land Development Code,
18 entitled, “Garden/bulky waste”, is hereby amended to read as follows:

19 **6.3.4 Garden/bulky waste.** All tree trimmers and tree surgeons who are employed by a
20 resident or occupant of any residence or who may be employed by the village, or who may
21 otherwise pursue their occupation in the village shall be required to remove immediately to a
22 dump or other place designated for refuse, all refuse, cutting or debris resulting from their
23 operation. In no event shall any refuse, cuttings or debris remain overnight on any premises
24 where tree trimmers or tree surgeons have been engaged in their occupation. Each property
25 owner shall place tree and garden refuse at the property line no earlier than ~~5:00~~ 6:00 a.m. of
26 the day preceding scheduled collection time and containers must be removed and placed out
27 of sight by ~~5:00~~ 6:00 a.m. the day following the scheduled day of collection. Failure to
28 comply with the provisions of this section shall constitute a violation of this Code.

29 **Section 5.** Section 14.1.7 of the Village of Biscayne Park Land Development
30 Code, entitled, “Compliance procedure”, is hereby amended to read as follows:

31 **14.1.7 Compliance procedure.**

- 32 (a) It shall be the duty of the code compliance officer to initiate enforcement proceedings of
33 the various codes; provided, however, no member of the code compliance board shall
34 have the power to initiate such enforcement proceedings.
35

1 (b) Except as provided in subsections (c), ~~and~~ (d) and (f), if a violation of the codes is
2 found, the code compliance officer shall notify the violator and give the violator a
3 reasonable time to correct the violation. Should the violation continue beyond the time
4 specified for correction, the code compliance officer shall notify the code compliance
5 board of the charges and request a hearing pursuant to procedure in section 14.1.8.
6 Notice shall be provided pursuant to section 14.1.13.

7 (c) If the violation is corrected and then recurs or if the violation is not corrected by the
8 time specified for correction by the code compliance officer, the case may be presented
9 to the code compliance board even if the violation has been corrected prior to the board
10 hearing, and the notice shall so state. If a repeat violation is found, the code compliance
11 officer shall notify the violator but is not required to give violator a reasonable time to
12 correct the violation. The code compliance officer, upon notifying the violator of a
13 repeat violation, shall notify the code compliance board and request a hearing. The code
14 compliance board shall schedule a hearing and shall provide notice pursuant to section
15 14.1.12. The case may be presented to the code compliance board even if the repeat
16 violation has been corrected prior to the board hearing, and the notice shall so state.
17 "Repeat violation" means a violation of a provision of a code or ordinance by a person
18 who has been previously found, through a code compliance board or other quasi-
19 judicial or judicial process, to have violated or has admitted violating the same
20 provision within five (5) years prior to the violation.

21 (d) If the code compliance officer has reason to believe a violation presents a serious threat
22 to the public health, safety and welfare, the code compliance officer may proceed
23 directly to the procedure in subsection 14.1.7(b) without notifying the violator.

24 (e) If the owner of the property which is subject to an enforcement proceeding before a
25 code compliance board, or if the court, transfers ownership of such property between
26 the time the initial pleading was served and the time of the hearing, such owner shall:

27 (1) Disclose, in writing, the existence and the nature of the proceeding to the
28 prospective transferee.

29 (2) Deliver to the prospective transferee a copy of the pleadings, notices, and other
30 materials relating to the code enforcement proceeding received by the transferor.

31 (3) Disclose, in writing, to the prospective transferee that the new owner will be
32 responsible for compliance with the applicable code and with orders issued in the
33 code enforcement proceeding.

34 (4) File a notice with the code compliance department of the transfer of the property,
35 with the identity and address of the new owner and copies of the disclosures
36 made to the new owner, within five (5) days after the date of the transfer. A
37 failure to make the disclosures described in this subsection before the transfer
38 creates a rebuttable presumption of fraud. If the property is transferred before the
39 hearing, the proceeding shall not be dismissed, but the new owner shall be
40 provided a reasonable period of time to correct the violation before the hearing is
41 held.

42
43 (f) The Village Commission finds that aesthetics are paramount to maintaining an attractive
44 and marketable community. The violations enumerated below severely damage the

1 aesthetics and livability of the community immediately upon their commission. Such
2 damage cannot be repaired or reversed. Therefore, the Village Commission hereby
3 deems a violation of this Section an irreparable and irreversible violation. As a result,
4 the Village of Biscayne Park adopts supplemental and alternative code enforcement
5 procedures pursuant to Sections 162.13 and 162.22, Florida Statutes, as amended, to
6 authorize code compliance officers to issue administrative citations for review before the
7 code compliance board. A code compliance officer shall have the sole discretion in
8 determining whether to issue an administrative citation or a notice of violation for the
9 following offenses:

- 11 (i) excessive barking or howling of dogs, in violation of Section 3-21 of the Code;
- 12 (ii) parking ~~on the grass~~ not on an approved surface where there is an approved
13 parking surface as required by Section 5.6.1 of the Land Development Code;
- 14 (iii) garbage cans and trash receptacles not placed behind face of building and
15 screened from view, in violation of Section 6.3.2 of the Land Development Code;
- 16 (iv) domestic trash and recycling materials placed at the property line and/or not
17 removed under the requirements of Section 6.3.3 of the Land Development Code;
- 18 (v) trees and garden refuse placed at the property line and/or not removed under the
19 requirements of Section 6.3.4 of the Land Development Code;
- 20 (vi) overgrown grass in violation of Section 8.4.1 of the Land Development Code;
- 21 (vii) offensive noise, in violation of Section 10-1 of the Code.

22
23 In the issuance of an administrative citation, the following procedures shall be used:

24
25 (1) For the offenses enumerated above, a code compliance officer who, upon personal
26 investigation, has reasonable cause to believe that there is a violation, shall have the
27 authority to issue an administrative citation to the alleged violator and/or owner of the
28 property.

29
30 (2) The administrative citation issued shall be in a form approved by the Village
31 Manager and shall contain:

- 32
33 (i) The date and time of issuance.
- 34
35 (ii) The name and address of the person to whom the administrative
36 citation is issued.
- 37
38 ~~(iii) The date and time the violation was committed.~~
- 39
40 ~~(iii) (iv) The facts constituting reasonable cause.~~
- 41
42 ~~(iv)(v) The section of the Code that is violated.~~
- 43

1 (v)(vi) The name of the code compliance officer.

2
3 (vi)(vii) The procedure for the person to follow in order to pay or contest
4 the administrative citation.

5
6 (vii)(viii) The penalty, including administrative costs, if the person elects
7 to contest the administrative citation and is found in violation.

8
9 (viii)(ix) The penalty if the person elects to pay the administrative citation.

10
11 (ix)(x) A conspicuous statement that if the person fails to pay the penalty
12 within the time allowed, or fails to appear before the code compliance
13 board, that the person shall be deemed to have waived his or her right to
14 contest the administrative citation and that, in such case, a final order
15 and/or judgment may be entered against the person up to \$500.

16
17 (3) After issuing the administrative citation, the code compliance officer shall deposit
18 an original with the Village Manager or their designee.

19
20 (4) A person who has been served with an administrative citation shall elect either to:

21
22 (i) Correct the violation and pay within ten (10) days of service of the
23 administrative citation the penalty in the manner indicated on the
24 administrative citation; or

25
26 (ii) Request a hearing before the code compliance board.
27

28 **Section 6.** Section 15.4 of the Village of Biscayne Park Land Development Code,
29 entitled, "Other penalties and remedies", is hereby amended to read as follows:

30 **15.4. - Other penalties and remedies.**

31 ~~15.4.1 *Planning board determination.* If the planning board determines that the code~~
32 ~~enforcement process would otherwise be an inadequate response to a given violation, it may~~
33 ~~pursue the following penalties and remedies, as provided by law.~~

34
35 ~~15.4.2 *Civil remedies.* If any building or structure is erected, constructed, reconstructed,~~
36 ~~altered, repaired, or maintained or any building, structure, land, or water is used in violation of~~
37 ~~this code, the planning board or the code compliance board village, through the village~~
38 ~~attorney, may institute any appropriate civil action or proceedings in any court to prevent,~~
39 ~~correct, or abate the violation.~~

1 ~~15.4.3 *Civil citation.* For any violation against this code and to enforce any provisions of this~~
2 ~~code, civil citation procedures may be used.~~

3
4 **Section 7.** **Conflicts.** That all Ordinances or parts of Ordinances, Resolutions or parts
5 thereof in conflict herewith, are and the same are hereby repealed to the extent of such conflict.

6 **Section 8.** **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 8.** **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 9.** **Effective Date.** This Ordinance shall be effective upon adoption on
18 second reading.

19
20 The foregoing Ordinance was offered by Commissioner _____, who moved its
21 adoption. The motion was seconded by _____ and upon being put to a vote,
22 the vote was as follows:

23
24 PASSED AND ADOPTED upon first reading this 1st day of March, 2016.

25 PASSED AND ADOPTED upon second reading this ____ day of _____, 2016.

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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 Watts: ____
Commissioner Anderson: ____
Commissioner Jonas: ____
Commissioner Ross: ____

Attest:

Maria C. Camara, Village Clerk

Approved as to form:

John J. Hearn, Village Attorney



ADMINISTRATIVE CITATION

DATE ISSUED: March 31, 2016

Owner/Violator Name: John Smith

Owner/Violator Address: 640 NE 114th St.
Biscayne Park, FL 33161

On March 30, 2016 at 10:00 AM PM, I, the undersigned Code Compliance Officer of the Village of Biscayne Park did witness at, 640 NE 114th St., Biscayne Park, Florida:

- Parking on an unapproved surface, in violation of 5.6.1 of the Land Development Code
- Garbage cans/trash receptacles not screened from view, in violation of 6.3.2 of the Land Development Code
- Trash and recycling materials placed at the property line and/or not removed under the requirements of Section 6.3.3 of the Land Development Code
- Trees and garden refuse placed at the property line and/or not removed under the requirements of Section 6.3.4 of the Land Development Code
- Overgrown grass, in violation of 8.4.1 of the Land Development Code
- Offensive noise, in violation of 10-1 of the Code
- Excessive barking or howling of dogs, in violation of 3-21 of the Code

To correct the above violation, you must: Park vehicles only on an approved driveway surface.

FAILURE TO PAY CIVIL PENALTY OR FILE A REQUEST FOR AN ADMINISTRATIVE HEARING BY DATES SHOWN SHALL CONSTITUTE A WAIVER OF YOUR RIGHT TO HEARING AND SUCH WAIVER SHALL CONSTITUTE AN ADMISSION OF VIOLATION. YOU MAY BE ISSUED SUBSEQUENT CITATIONS IF VIOLATION CONTINUES. THE CODE COMPLIANCE BOARD MAY ENTER A FINAL ORDER AND/OR JUDGMENT AGAINST YOU FOR UP TO \$500. A FINE OF \$ AND AN ADMINISTRATIVE COST OF \$ SHALL BE ASSESSED IF YOU DO NOT PREVAIL.

You Shall:

1. Pay the civil penalty of **\$25.00** on or before: April 7, 2016 OR;
2. You may request an administrative hearing before the Code Compliance Board to appeal the decision of the Code Compliance Officer 10 days from receipt of this citation. (By April 7, 2016.)

I request an administrative hearing

Should you request a hearing, the hearing will be held on: **May 9, 2016** at 7:00 P.M., Village Commission Chambers (Log Cabin), 640 NE 114th Street, Biscayne Park, Florida.

I acknowledge receipt of this civil violation notice. I understand that acceptance of this violation notice is not an admission of guilt.

Violator (Signature)

Printed

Date

Signature of Code Compliance Officer

Printed

(305) 899 8000

Phone Number

Date



INSTRUCTIONS

1. PAYMENT OF THE ADMINISTRATIVE CITATION:

Payment should be made in the form of cash, money order, or cashier's check. Payments made in the form of a cashier's check or money order should be made payable to: VILLAGE OF BISCAYNE PARK

Payment may be mailed to our office at 640 NE 114th Street, Biscayne Park, Florida 33161. **DO NOT MAIL CASH.**

PAYMENT OF THE CIVIL PENALTY DOES NOT CONSTITUTE A CORRECTION OF THE VIOLATION

2. REQUEST FOR HEARING MUST BE **SUBMITTED IN WRITING** TO:

VILLAGE OF BISCAYNE PARK
CODE COMPLIANCE
640 NE 114TH STREET
BISCAYNE PARK, FLORIDA 33161

Tel. 305-899-8000
Email: code@biscayneparkfl.gov

IF YOU REQUEST A HEARING, YOU MAY APPEAR WITH OR WITHOUT COUNSEL AND PRODUCE WITNESSES ON YOUR BEHALF.

3. YOU WILL BE LIABLE FOR THE COSTS OF THE AMINISTRATIVE HEARING UPON A FINDING OF GUILT.

4. LIENS IN THE AMOUNT OF UNPAID PENALTIES CAN BE FILED AGAINST YOUR REAL OR PERSONAL PROPERTY.



Village of Biscayne Park Commission Agenda Report

Village Commission Meeting Date: April 5, 2016

Subject: Resolution 2016-12 & 2016-13
Board Member Appointments

Prepared By: Maria C. Camara, Village Clerk

Sponsored By: Staff

Background

In accordance with Village Code, the terms of office of one or more of the members of the Planning Board and Code Compliance Board will expire on April 30, 2016, as follows:

Planning Board:

- Board member with a one (1) year term that will expire on 4/30/16: *Currently this board member position is vacant and the Alternate has been filling that position for the last two months.*
- Alternate Board member with a one (1) year term that will expire on 4/30/16: Mario Rumiano

Code Compliance Board:

- Board member with a one (1) year term that will expire on 4/30/16: Gary Kuhl
- Alternate Board member with a one (1) year term that will expire on 4/30/16: Laura Graves

Board member applications were made available to the current board members and anyone expressing an interest in becoming a member. Applications were collected and the applicants were verified to be both a resident and property owner. The applications are provided here for the Commission's

April 5 2016

Commission Agenda Report

Annual Appointment of Board Members

consideration. The Village Commission will, by majority vote, select members for these boards. Ballots will be provided at the meeting.

Section 13.2.3 states:

Term of office. The initial appointments to the planning board and the alternate members shall be as follows:

(1)

One (1) member appointed for a term of one (1) year.

(2)

Two (2) members appointed for a term of two (2) years.

(3)

Two (2) members appointed for a term of three (3) years.

Thereafter, all appointments shall be made for a term of three (3) years and shall take effect on May 1 of the year the appointment is made. A member may be reappointed upon approval of the village commission. Appointments to fill any vacancy on the planning board shall be for the remainder of the unexpired term of office. For an excused absence, a board or committee member must advise the village clerk prior to the meeting of the fact that they will be absent and provide a reason for that absence. The board or committee may vote to excuse the requested absence at the same meeting the board or committee member is absent. The absence, and whether or not the absence is excused or unexcused, is to be reflected in the minutes.

The members shall serve in accordance with the Village Charter and may be suspended and removed for cause as provided in the Village Code for removal of members of village boards.

Fiscal/Budget Impact - None

Attachments

- Resolution 2016-12 – Planning Board
- Applications for Planning Board (Laura Graves, Dan Schneider, and Genesis Troutman; and Mario Rumiano (for alternate position).
- Resolution 2016-13 – Code Compliance Board
- Applications for the Code Compliance Board (Laura Graves, Gary Kuhl, Art Pyle, and Genesis Troutman)

1
2
3 **RESOLUTION NO. 2016-12**
4

5 **A RESOLUTION OF THE VILLAGE**
6 **COMMISSION OF THE VILLAGE OF**
7 **BISCAYNE PARK, FLORIDA, RATIFYING**
8 **THE SELECTION, APPOINTMENT AND**
9 **TERM OF OFFICE OF THE BOARD**
10 **MEMBERS TO THE PLANNING BOARD;**
11 **PROVIDING FOR AN EFFECTIVE DATE**
12

13
14 WHEREAS, Chapter 13 of the Village's Land Development Code establishes the
15 Planning Board, and Article III, Section 2-30 of the Biscayne Park Code governs the rules,
16 policies and procedures of the Planning Board; and,
17

18 WHEREAS, these provisions of our Code establishes the selection, appointment
19 and term of office of the members of the Planning Board; and,
20

21 WHEREAS, on April 30, 2016, the term of one or more members will expire; and
22

23 WHEREAS, Village residents interested in serving on or continuing to serve on the
24 Planning Board have submitted a board application for the Commission's consideration;
25 and
26

27 WHEREAS, following the process whereby board applicants for the board were
28 placed on a ballot, the Village Commission, by majority vote, re-appointed and/or selected
29 new board members as follows, along with their term of office:
30

31
32 Planning Board:
33

34 1.
35
36

37 NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COMMISSION OF
38 THE VILLAGE OF BISCAYNE PARK, FLORIDA
39
40

41 **Section 1.** The foregoing "WHEREAS" clauses are true and correct and hereby
42 ratified and confirmed by the Village Commission.
43
44

45 **Section 2.** Consistent with the Village's Code of Ordinances, members have
46 been selected to serve on the Planning Board.
47
48

49 **Section 3.** This Resolution shall become effective upon adoption.
50

51 PASSED AND ADOPTED this ____ day of _____, 2016.

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

David Coviello, Mayor

Attest:

Maria C. Camara, Village Clerk

Approved as to form:

John J. Hearn, Village Attorney

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



Village of Biscayne Park Board Member Application

Last Name Graves		First Name Laura		M.I. M.
Home Address 11725 Griffing Boulevard		City Biscayne Park	State FL	Zip Code 33161
Principal Business Address 700 N. E. 90th Street		City Miami	State FL	Zip Code 33138
Home Telephone Number 786-212-1073	Cell Number 786-457-8001	Work Number 305-757-1700		
E-Mail Address lauragravesrealtor@gmail.com			Are you a registered voter? Yes or No Yes	
What Board(s) are you interested in serving? (All Village Boards are listed on the reverse side of this form.) Please list in order of preference. The Code Compliance Board, The Planning and Zoning Board,				
List all Village Boards on which you are currently serving or have previously served. Please include dates. The Code Compliance Board/Alternate (2015). The Median Committee/Biscayne Park (late 1990's?-I don't recall the exact dates)				
Educational qualification. William Smith College/Liberal Arts, Miami Dade College/Accounting, Florida International University/Finance.				
List any related professional certifications and licenses which you hold. Lic. Realtor-Associate Florida, Member of the National Association of Realtors, Member of the Greater Miami Realty Board, Member of the Associate Leadership Council Keller Williams Miami.				
Give your present, or most recent employer, and position. Keller Williams Eagle Realty; Realtor-Associate Top Producer.				
Describe experiences, skills or knowledge which qualify you to serve on this board. (Please feel free to attach a brief resume.) 18 Yr. Biscayne Park resident homeowner. I care deeply about the future safety, and sustainability of our community. Being a 16 year top producing Realtor has given me very valuable insight regarding the history of Miami, as well as what the future has to hold here. An Animal rights advocate for my whole life but here in Miami for 23 years with Labrescue, Humane Society, A Way for a Stray, Doberman Rescue, Mirtas Rescue to name a few. I plan on making Biscayne Park my home for many more years to come.				

- I understand that in accordance with Florida Sunshine Law, this information becomes public and may be subject to public review.
- I understand that, once appointed and annually thereafter, I may be required to complete a Financial Disclosure Affidavit in compliance with Florida Statutes.

Laura M. Graves

dotloop verified
03/23/16 2:19PM EDT
KSIV-OYSA-TDOR-F3WW

Signature

VILLAGE OF BISCAYNE PARK
3/23/16
Date



Village of Biscayne Park Board Member Application

Last Name Schneiger		First Name Dan		M.I. P
Home Address 11705 NE 11th Place		City Biscayne Park	State FL	Zip Code 33161
Principal Business Address 561 NW 32nd St.		City Miami	State FL	Zip Code 33127
Home Telephone Number -	Cell Number 612-419-0657	Work Number 612-419-0657		
E-Mail Address danschneiger@gmail.com			Are you a registered voter? Yes or No Yes	

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

Planning & Zoning

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

Educational qualification.

**Bachelor of Environmental Design (B.E.D.) University of MN '04
Master of Architecture, University of MN, '07**

List any related professional certifications and licenses which you hold.

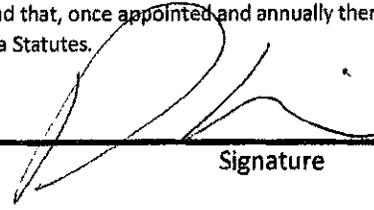
Give your present, or most recent employer, and position.

**Owner and operator @ Modern Sculpture by Dan Schneiger.
www.danschneiger.com**

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

I have worked professionally on a broad range of architectural projects including public buildings, residential, office and retail developments. I was most recently a senior Project Architect for 13 years @ Target Architecture, where I was responsible for managing 5-10 multi-million dollar retail and residential projects simultaneously.

- I understand that in accordance with Florida Sunshine Law, this information becomes public and may be subject to public review.
- I understand that, once appointed and annually thereafter, I may be required to complete a Financial Disclosure Affidavit in compliance with Florida Statutes.



Signature

2.22.16

Date

To Whom It May Concern,

My name is Dan Schneiger. My partner, MacDonald Kennedy, and I are new residents of Biscayne Park. We purchased and are extensively renovating our new home at 11705 NE 11th Place, the home previously owned by Bob and Ellen Silverman. We are excited about getting involved in our new community and I am particularly interested in becoming a member of the Village Planning and Zoning Board.

A little information about my professional background: I received a Bachelor of Environmental Design (B.E.D.) and a Master of Architecture (M. Arch.) from the University of Minnesota in 1994 and 1997 respectively. Since that time I have worked as an architect on a broad range of projects including public buildings and residential, office and retail developments. In this capacity I worked with Planning and Zoning boards in cities large and small, from Chicago and Los Angeles to Overland Park, Kansas and Madison, Wisconsin. My most recent position was with Target Architecture, where I was a Senior Project Architect for 13 years. This position allowed me to work directly with city boards and residents of cities across the US and Canada to find development solutions that were beneficial to all.

Since leaving that position in January of 2014, I have pursued my other passion: the creation of a new sculptural technique to create monumental works of art and furniture designs that have been used in high profile retail and residential projects from Seoul, South Korea to Rome, Italy. In February of 2014, I opened Modern Sculpture by Dan Schneiger in the Wynwood Arts District. (www.dansschneiger.com).

All of this to say that I feel I have a unique skill set as an architect, artist and designer that I would like to use to help the Village Planning and Zoning Board build upon the unique character of Biscayne Park. Please don't hesitate to contact me with any questions you may have regarding my professional experience or just to say "Hello."

I look forward to getting involved in Biscayne Park and playing a part in the future of this great community.

Sincerely,

Dan Schneiger

11705 NE 11th Place

Biscayne Park, FL 33161

C: 612-419-0657

E: danschneiger@gmail.com

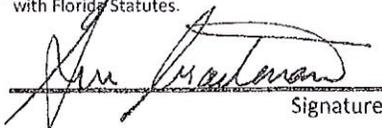
I: www.danschneiger.com:



Village of Biscayne Park Board Member Application

Last Name Troutman		First Name Genesis		M.I. J
Home Address 11220 NE 10th Avenue		City Biscayne Park	State FL	Zip Code 33161
Principal Business Address N/A		City N/A	State N/A	Zip Code N/A
Home Telephone Number N/A	Cell Number 3054409502	Work Number N/A		
E-Mail Address genesis.troutman@gmail.com			Are you a registered voter? Yes or No YES	
What Board(s) are you interested in serving? (All Village Boards are listed on the reverse side of this form.) Please list in order of preference.				
1. Code Compliance Board 2. Planning and Zoning Board				
List all Village Boards on which you are currently serving or have previously served. Please include dates.				
N/A				
Educational qualification.				
FACE (Florida Association of Code Enforcement)- Certified: LEVEL 1 Bachelors Degree in Marketing and International Business				
List any related professional certifications and licenses which you hold.				
FACE (Florida Association of Code Enforcement) Certified				
Give your present, or most recent employer, and position.				
City of Miami, Code Compliance Inspector				
Describe experiences, skills or knowledge which qualify you to serve on this board. (Please feel free to attach a brief resume.)				
Resume Attached.				

- I understand that in accordance with Florida Sunshine Law, this information becomes public and may be subject to public review.
- I understand that, once appointed and annually thereafter, I may be required to complete a Financial Disclosure Affidavit in compliance with Florida Statutes.



Signature

05/23/16

Date

Genesis Troutman

11220 NE 10th Avenue,
Biscayne Park, FL 33161

Phone: (305) 440-9502
Email: genesis.troutman@gmail.com

Summary of Qualifications:

A **flexible**, determined, and highly motivated individual: with the ability to **multitask effectively** and adapt quickly. Over 10 years of experience in **Public Contact/ Customer service** with a track record of **developing progressive ideas** and **building effective relationships** with clients.

Professional Experience and Accomplishments:

CITY OF MIAMI, *Miami FL*

Code Compliance Inspector

May 2015-Current

- **Proactively educates** the public of the City Codes and current laws by having open dialogue with the residents, issuing educational pamphlets, Courtesy Notices, and written notices of violations.
- Frequently works with Builders, Contractors, Homeowner Associations, and residents during the home construction/ modification process.
- Completes Certificate of Use Business inspections and Home Office inspections to verify validity of information submitted to the City of Miami.
- Ability to **eloquently testify** in court and before Summons, Ticket Appeals and Code Enforcement Boards.
- **Preps for Quasi-Judicial hearings** by compiling documentation, and creating an evidence backup to be produced in court for and other legal officials to review.

CITY OF MIAMI, *Miami FL*

Human Resources Technician II

Nov 2013- May 2015

- **Prepares written Audits** and **explains** recommendations based on research, departmental needs and external and internal analysis.
- **Coordinates** the collection and compilation of extensive salary and fringe benefit data from external government entities from local municipalities and other agencies across the United States for internal negotiation purposes.
- **Resolves** Interdepartmental and External **technical issues**, while working closely with the Information Technology Department to streamline processes.
- Frequently logs, files and maintains interdepartmental documentation necessary for medical and compensation.

US AIR FORCE RESERVES, *Homestead, FL*

Staff Sergeant/ Information Controller

2005- Present

- **Resolved issues** and maintained detailed records of cargo and passengers moving in and out of the Aerial Port.
- **Heavily multitasked** Position; answer phones, radios, track missions online and create supporting documentation, while responding to questions coming from various office superiors.
- Recognized as a **superior performer** during an UCI by the 70th APS
- Received an Accommodation Medal for performing in the **top 30% in 2011**

CITY OF MIAMI, *Miami FL*

Park Ranger

Oct 2008- Nov 2013

- Engaged in high levels of **public contact and customer service**; disseminated information to the public about Park and Recreation programs, developments, procedures and park rules.
- Maintain daily logs and incident and safety reports.
- **Lead Night Shift Ranger**, resolve or up-channel all issues and concerns from night shift personnel.
- Park Ranger Committee Member; annotates Rangers concerns or ideas, coordinates meetings and plans holiday celebrations.
- Developed a Park Ranger Vehicle maintenance program

Head Lifeguard / Swim Instructor

May 2003-2008

- **Developed marketing material** for dissemination to the public; advertising the services at Hadley Aquatic Facility.
- **Created guidelines** for proper filtration and sanitation of the Aquatic Facility.
- Implemented new procedures and retrained staff to attain a **91% “Learn to Swim” Success Rate**
- The Facility was nominated as the **“Voted Best Swimming Pool”** by the Miami Times.

Education:

Florida International University, Miami, FL

Bachelors of Business Administration

August 2011

Double Major: Marketing and International Business

Certificate: Import and Export Marketing

Florida Association of Code Enforcement Certified

Level 1: Code Fundamentals

Additional Skills:

Microsoft Office, Adobe, GDDS2, GATES, City View, Miami21, GIS Portal, Property Appraiser Reports, Oracle, MiamiBiz, IBuild, and Municode



Village of Biscayne Park Board Member Application

Last Name RUMIANO.		First Name MARIO		M.I. <input type="checkbox"/>
Home Address 560 NE 118th St.		City Biscayne Park	State FL	Zip Code 33161
Principal Business Address		City	State	Zip Code
Home Telephone Number 786 417-3610		Cell Number 786 417-3610	Work Number 305 945-3919	
E-Mail Address mrumiano@nvspacenetwork.com			Are you a registered voter? Yes or No YES	

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

ZONING BOARD - As an Alternate

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

ZONING BOARD.

Educational qualification.

MASTERS ARCHITECTURE

List any related professional certifications and licenses which you hold.

REGISTERED ARCHITECT IN FLORIDA

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

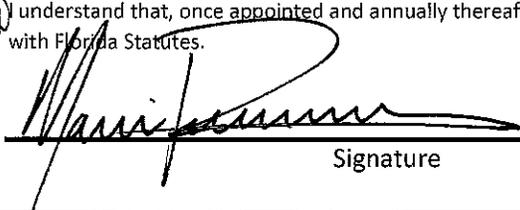
NVSPACE NETWORK LLC

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

20 YEARS OF EXPERIENCE AS AN ARCHITECT

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

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


Signature

03.07.16
Date

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2
3 **RESOLUTION NO. 2016-13**
4

5 **A RESOLUTION OF THE VILLAGE**
6 **COMMISSION OF THE VILLAGE OF**
7 **BISCAYNE PARK, FLORIDA, RATIFYING**
8 **THE SELECTION, APPOINTMENT AND**
9 **TERM OF OFFICE OF THE BOARD**
10 **MEMBERS TO THE CODE COMPLIANCE**
11 **BOARD; PROVIDING FOR AN EFFECTIVE**
12 **DATE**
13

14
15 WHEREAS, Chapter 14 of the Village's Land Development Code establishes the
16 Code Compliance Board, and Article III, Section 2-30 of the Biscayne Park Code governs
17 the rules, policies and procedures of the Code Compliance Board; and,
18

19 WHEREAS, these provisions of our Code establishes the selection, appointment
20 and term of office of the members of the Code Compliance Board; and,
21

22 WHEREAS, on April 30, 2016, the term of one or more members will expire; and
23

24 WHEREAS, Village residents interested in serving on or continuing to serve on the
25 Code Compliance Board have submitted a board application for the Commission's
26 consideration; and
27

28 WHEREAS, following the process whereby board applicants for the board were
29 placed on a ballot, the Village Commission, by majority vote, re-appointed and/or selected
30 new board members as follows, along with their term of office:
31

32
33 Code Compliance Board:

- 34
35 1.
36
37

38 NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COMMISSION OF
39 THE VILLAGE OF BISCAYNE PARK, FLORIDA
40

41
42 **Section 1.** The foregoing "WHEREAS" clauses are true and correct and hereby
43 ratified and confirmed by the Village Commission.
44

45
46 **Section 2.** Consistent with the Village's Code of Ordinances, members have
47 been selected to serve on the Code Compliance Board.
48

49
50 **Section 3.** This Resolution shall become effective upon adoption.
51

1 PASSED AND ADOPTED this ___ day of _____, 2016.

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6

7 _____
David Coviello, Mayor

8

9 Attest:

10

11

12

13 _____
Maria C. Camara, Village Clerk

14

15

16 Approved as to form:

17

18

19

20

21 _____
John J. Hearn, Village Attorney

22

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

Mayor Coviello: ___

Vice Mayor Watts: ___

Commissioner Anderson: Yes

Commissioner Jonas: ___

Commissioner Ross: ___



Village of Biscayne Park Board Member Application

Last Name Graves		First Name Laura		M.I. M.
Home Address 11725 Griffing Boulevard		City Biscayne Park	State FL	Zip Code 33161
Principal Business Address 700 N. E. 90th Street		City Miami	State FL	Zip Code 33138
Home Telephone Number 786-212-1073	Cell Number 786-457-8001	Work Number 305-757-1700		
E-Mail Address lauragravesrealtor@gmail.com			Are you a registered voter? Yes or No Yes	

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

The Code Compliance Board, The Planning and Zoning Board,

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

The Code Compliance Board/Alternate (2015).
The Median Committee/Biscayne Park (late 1990's?-I don't recall the exact dates)

Educational qualification.

William Smith College/Liberal Arts, Miami Dade College/Accounting, Florida International University/Finance.

List any related professional certifications and licenses which you hold.

Lic. Realtor-Associate Florida, Member of the National Association of Realtors, Member of the Greater Miami Realty Board, Member of the Associate Leadership Council Keller Williams Miami.

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

Keller Williams Eagle Realty; Realtor-Associate Top Producer.

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

18 Yr. Biscayne Park resident homeowner. I care deeply about the future safety, and sustainability of our community. Being a 16 year top producing Realtor has given me very valuable insight regarding the history of Miami, as well as what the future has to hold here. An Animal rights advocate for my whole life but here in Miami for 23 years with Labrescue, Humane Society, A Way for a Stray, Doberman Rescue, Mirtas Rescue to name a few. I plan on making Biscayne Park my home for many more years to come.

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

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

Laura M. Graves dotloop verified 03/23/16 2:19PM EDT KSIV-OYSA-TDDR-FBWW

Signature _____ Date _____

VILLAGE OF BISCAYNE PARK 3/23/16



Village of Biscayne Park Board Member Application

Last Name <div style="text-align: center;">Kuhl</div>		First Name <div style="text-align: center;">Garrett</div>		M.I. <div style="text-align: center;">b</div>
Home Address <div style="text-align: center;">777 NE 111 Street</div>		City <div style="text-align: center;">Biscayne Park</div>	State <div style="text-align: center;">FL</div>	Zip Code <div style="text-align: center;">33161</div>
Principal Business Address <div style="text-align: center;">1727 State Rd. 7</div>		City <div style="text-align: center;">Margate</div>	State <div style="text-align: center;">FL</div>	Zip Code <div style="text-align: center;">33063</div>
Home Telephone Number <div style="text-align: center;">305 893 9173</div>	Cell Number <div style="text-align: center;">305 984 9875</div>	Work Number <div style="text-align: center;">954 234 9343</div>		
E-Mail Address <div style="text-align: center;">gbkuhl@gmail.com</div>			Are you a registered voter? Yes or No <div style="text-align: center;">yes</div>	

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

Code Compliance

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

Code Compliance Board - current member
Code Review Board - current member
Computer Learning Center

Educational qualification.

Bachelor of Architecture
Bachelor of Arts

List any related professional certifications and licenses which you hold.

Registered Architect, Florida

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

Willcott Engineering, Project Manager

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

I have over 40 years experience in the building industry in working with codes, code compliance and appeals. My experience is coupled with the many years I have been a resident of Biscayne Park. Consequently I can appreciate the importance of maintaining the standards of the community and at the same time be sensitive to the situations of individuals.

- I understand that in accordance with Florida Sunshine Law, this information becomes public and may be subject to public review.
- I understand that, once appointed and annually thereafter, I may be required to complete a Financial Disclosure Affidavit in compliance with Florida Statutes.

Signature

Date



Village of Biscayne Park Board Member Application

Last Name <p style="text-align: center;">Pyle</p>		First Name <p style="text-align: center;">Arthur</p>		M.I. <p style="text-align: center;">G</p>
Home Address <p style="text-align: center;">1016 NE 114 ST</p>		City <p style="text-align: center;">Biscayne Park</p>	State <p style="text-align: center;">FL</p>	Zip Code <p style="text-align: center;">33161</p>
Principal Business Address		City	State	Zip Code
Home Telephone Number		Cell Number <p style="text-align: center;">786-547-7555</p>	Work Number	
E-Mail Address <p style="text-align: center;">artpylearchitect@yahoo.com</p>			Are you a registered voter? Yes or No <p style="text-align: center;">yes</p>	
What Board(s) are you interested in serving? (All Village Boards are listed on the reverse side of this form.) Please list in order of preference.				
Code Compliance				
List all Village Boards on which you are currently serving or have previously served. Please include dates.				
Planning & Zoning 1996 to 2005 (I think) ecology board 2008 to 2010 (I think)				
Educational qualification.				
Associates in Architectural Technology 1968 Temple University, bachelor of Architecture 1971 University of Miami				
List any related professional certifications and licenses which you hold.				
Registered Florida Architect 1976 to current				
Give your present, or most recent employer, and position.				
Barry Sugerman Architect office manager 1972 to 2013 (41 years)				
Describe experiences, skills or knowledge which qualify you to serve on this board. (Please feel free to attach a brief resume.)				
In charge of office, all working drawings for permit, construction administration, owner & contractor contracts				

<input checked="" type="checkbox"/> I understand that in accordance with Florida Sunshine Law, this information becomes public and may be subject to public review.	
<input checked="" type="checkbox"/> I understand that, once appointed and annually thereafter, I may be required to complete a Financial Disclosure Affidavit in compliance with Florida Statutes.	
<hr style="width: 80%; margin: 0 auto;"/> Signature	<p style="font-size: 1.5em; margin: 0;">2-10-2016</p> Date

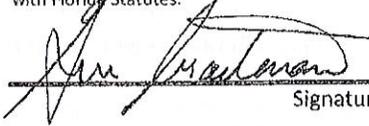


Village of Biscayne Park Board Member Application

Last Name Troutman		First Name Genesis		M.I. J
Home Address 11220 NE 10th Avenue		City Biscayne Park	State FL	Zip Code 33161
Principal Business Address N/A		City N/A	State N/A	Zip Code N/A
Home Telephone Number N/A	Cell Number 3054409502	Work Number N/A		
E-Mail Address genesis.troutman@gmail.com			Are you a registered voter? Yes or No YES	
What Board(s) are you interested in serving? (All Village Boards are listed on the reverse side of this form.) Please list in order of preference. 1. Code Compliance Board 2. Planning and Zoning Board				
List all Village Boards on which you are currently serving or have previously served. Please include dates. N/A				
Educational qualification. FACE (Florida Association of Code Enforcement)- Certified: LEVEL 1 Bachelors Degree in Marketing and International Business				
List any related professional certifications and licenses which you hold. FACE (Florida Association of Code Enforcement) Certified				
Give your present, or most recent employer, and position. City of Miami, Code Compliance Inspector				
Describe experiences, skills or knowledge which qualify you to serve on this board. (Please feel free to attach a brief resume.) Resume Attached.				

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

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



 Signature

08/23/16

 Date



Village of Biscayne Park

Commission Agenda Report

Village Commission Meeting Date: April 5, 2016

Subject: Resolution 2016-19
Amending the Schedule of Fees

Prepared By: Maria C. Camara

Sponsored By: Staff

Background

On October 7, 2014, a Master Fee Schedule was adopted in accordance with the Village's Code as it relates to the setting of all administrative and user fees for services provided. The Code also provides that the Village would amend these fees from time to time by resolution at a public hearing upon a review of the fees and based upon new administrative or overhead costs, or new services. The schedule has subsequently been amended on October 6, 2015 and March 1, 2016.

Based on a recent review, as well as the passage of ordinances that reference the fee schedule, the following fees are amended and/or added:

- Ordinance 2016-04, up for second and final reading on April 5th, provides for the use of Administrative Citations for specific violations of the Village's Code, and the fines associated with the citations are made part of the fee schedule.
- Ordinance 2016-02, up for second and final reading on April 5th, provides that a fee is charged for the inspection by the Building Official of a rental property.
- The fee for police personnel at an event listed under the Police Department is amended for consistency.
- The annual fee for Contractor Registration is added as it was previously not included.

April 5, 2016

Commission Agenda Report

Resolution 2016-19

Fiscal / Budget Impact

Reviewing and amending the fees as needed insures that they are appropriate and reasonably related to the purpose for which they are charged, and that they cover all administrative and overhead costs.

Recommendation

Approval of Resolution 2016-19

Attachments

- Resolution 2016-19
- Master Fee Schedule pending amendment on April 5, 2016

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PASSED AND ADOPTED this ____ day of _____, 2016.

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 Watts: ____
Commissioner Anderson: ____
Commissioner Jonas: ____
Commissioner Ross: ____



**Village of Biscayne Park
MASTER FEE SCHEDULE**

**Pending Amendment on:
April 5, 2016**

<i>Description</i>	<i>Fee</i>
ADMINISTRATIVE	
Lien Search 48 hours	\$75.00
Lien Search 72 hours	\$60.00
Lien Search 5 days	\$40.00
Lien reduction request	\$50.00
Recording of Lien (page 1)	\$15.00
Recording of Lien (each subsequent page)	\$10.00
Satisfaction/Release of Lien	\$15.00
Landlord Permit Fee (per unit) (annual)	\$50.00
Rental inspection fee (Building Official)	\$95.00
Home Occupational License Application (annual)	\$50.00
Campaign Sign Bond	\$250.00
Request for Variance	\$150.00
Variance - Advertising / Notice / Recording <i>(Amount shown is the minimum cost. Actual cost to be covered by property owner.)</i>	\$225.00
Lobbyist registration	\$250.00
Film permit	\$250.00
Filming overflow parking (minimum)	\$100.00
Special Events Non Refundable Appl Fee	\$25.00
Special Events or Film Permit Deposit (Refundable)	\$250.00
Garage Sale (2 day)	\$15.00
Garage Sale (2 day) with website posting	\$35.00
Notary First Page (Non resident)	\$5.00
Notary Each Additional Page (Non resident)	\$2.00
Photocopies (black/white single per page)	\$0.15
Photocopies (black/white duplex per page)	\$0.30
Photocopies (color single per page)	\$0.50
Photocopies (color duplex per page)	\$1.00
DVD or CD	\$1.00
Certified Copies	\$1.00

Added as referenced in Ord. 2016-02



**Village of Biscayne Park
MASTER FEE SCHEDULE**

**Pending Amendment on:
April 5, 2016**

<i>Description</i>	<i>Fee</i>
LOG CABIN RENTAL	
Rental weekday (Mon-Fri) Resident - Hourly (minimum 3 hours)	\$200.00
Rental weekday (Mon-Fri) Non-Resident - Hourly (minimum 3 hours)	\$350.00
Rental weekend (Sat-Sun) Resident - Hourly (minimum 3 hours)	\$350.00
Rental weekend (Sat-Sun) Non-Resident - Hourly (minimum 3 hours)	\$500.00
Police detail (if required) - Hourly	\$75.00
Refundable security deposit	\$500.00



**Village of Biscayne Park
MASTER FEE SCHEDULE**

**Pending Amendment on:
April 5, 2016**

<i>Description</i>	<i>Fee</i>
PUBLIC WORKS / SANITATION	
Unscheduled trash removal	\$30.00
Oversized trash pile per ea. cubic yard over	\$20.00
White goods pick up per item	\$25.00
Exceptional special trash removal - actual per outsourced contractor	Actual



**Village of Biscayne Park
MASTER FEE SCHEDULE**

**Pending Amendment on:
April 5, 2016**

<i>Description</i>	<i>Fee</i>
CODE COMPLIANCE	
<i>Citations issued by the Code Compliance Officer</i>	
Citation	\$25.00
<i>Fines issued by the Code Compliance Board</i>	
Fine per day per violation for first violation	\$250.00
Fine per day per violation for a repeat violation	\$500.00
Fine per day maximum if the Board finds the violation to be irreparable or irreversible in nature	\$1,000.00
Limit per violation unless the Board finds the violation to be irreparable or irreversible in nature	\$5,000.00

<i>Administrative Citations</i>	<i>First Violation</i>	<i>Second Violation</i>	<i>Third + Violation</i>
Overgrown grass in violation of Section 8.4.1 of the Land Development Code	up to \$25.00	up to \$50.00	up to \$100.00
Parking not on an approved surface where there is an approved parking surface as required by Section 5.6.1 of the Land Development Code	up to \$25.00	up to \$50.00	up to \$100.00
Garbage cans and trash receptacles not placed behind face of building and screened from view, in violation of Section 6.3.2 of the Land Development Code	up to \$25.00	up to \$50.00	up to \$100.00
Domestic trash and recycling materials placed at the property line and/or not removed under the requirements of Section 6.3.3 of the Land Development Code	up to \$25.00	up to \$50.00	up to \$100.00
Trees and garden refuse placed at the property line and/or not removed under the requirements of Section 6.3.4 of the Land Development Code	up to \$25.00	up to \$50.00	up to \$100.00
Offensive noise, in violation of 10-1 of the Code	up to \$25.00	up to \$50.00	up to \$100.00
Excessive barking or howling of dogs, in violation of Section 3-21 of the Code	up to \$25.00	up to \$50.00	up to \$100.00

Added as referenced in Ord. 2016.04



**Village of Biscayne Park
MASTER FEE SCHEDULE**

Pending Amendment on:

April 5, 2016

<i>Description</i>	<i>Fee</i>
PARKS & RECREATION	
Multi purpose room resident per hour	\$40.00
Multi purpose room non-resident per hour	\$80.00
Meeting room resident per hour	\$50.00
Meeting room non-resident per hour	\$100.00
Pavillion per hour resident	\$40.00
Pavillion per hour non-resident	\$80.00
Picnic area per hour resident	\$20.00
Picnic area per hour non-resident	\$40.00
Bounce House Fee	\$30.00
Tot Lot area per hour resident	\$25.00
Tot Lot area per hour non-resident	\$50.00
Court rental resident per hour	\$20.00
Court rental non resident per hour	\$40.00
Athletic field rental resident per hour	\$20.00
Athletic field rental non resident per hour	\$40.00
Staff hourly rate (non-operating hours)	\$25.00
Security deposit all rentals	\$100.00



**Village of Biscayne Park
MASTER FEE SCHEDULE**

**Pending Amendment on:
April 5, 2016**

<i>Description</i>	<i>Fee</i>
POLICE DEPARTMENT	
Police personnel (hourly rate regular)	\$75.00
Police personnel (hourly rate holiday)	\$80.00
Alarm Registration (one time fee)	\$20.00
First false alarm (within a 6 mo. period)	No charge
Second false alarm (within a 6 mo. period)	\$25.00
Third false alarm (within a 6 mo. period)	\$50.00
Fourth false alarm (within a 6 mo. period)	\$100.00
Fifth and each additional false alarm (within a 6 mo. period)	\$150.00
<i>Impoundment / Transportation Fees (Vehicles used in the commission of a crime)</i>	
Impoundment fee	\$500.00

Adjusted for consistency.



**Village of Biscayne Park
MASTER FEE SCHEDULE**

**Pending Amendment on:
April 5, 2016**

<i>Description</i>	<i>Fee</i>
BUILDING	
<i>Building Permits - BUILDING</i>	
<i>All building permits (window, door, additions, alterations, roofing, fence, driveways, etc.)</i>	
Permit base fee	\$60.00
For every \$1,000 of estimated cot	\$17.00
<i>Building Permits - PLUMBING</i>	
New or repair septic	\$175.00
New or repair drain field	\$175.00
Pool piping	\$160.00
All other work 3.5% of estimated for new	
All other work 8.3% of estimated old	
<i>Building Permits - MECHANICAL</i>	
<i>Replacement and/or new installation of:</i>	
A/C (any size ton)	\$145.00
Duct work only minimum (if new install, add duct work)	\$80.00
<i>New construction:</i>	
Duct work for every \$1,000 of estimated construction cost	\$40.00
Relocate condensing unit	\$125.00
New generator	\$125.00
<i>Building Permits - ELECTRICAL</i>	
Rough wiring for each outlet (light receptacle, switch, sign and also telephone and other low voltage outlets)	\$3.00
<i>Services: The following fees shall be charged for each service</i>	
Temporary for construction	\$100.00
Permanent (per 100 amp or fraction thereof)	\$10.00
Switchboard per amp	\$10.00
<i>Equipment outlets or permanent connections:</i>	
Compactor	\$8.00
Deep freezer	\$8.00
Dishwasher	\$8.00
Dryer	\$8.00
Fan	\$8.00
Garbage disposal	\$8.00
Oven	\$8.00
Range	\$8.00
Range top	\$8.00
Refrigerator	\$8.00
Space heater	\$8.00
Time clock	\$8.00



**Village of Biscayne Park
MASTER FEE SCHEDULE**

**Pending Amendment on:
April 5, 2016**

<i>Description</i>	<i>Fee</i>
Washing machine	\$8.00
Water heater-boiler	\$8.00
Window wall air conditioner units	\$8.00
Air conditioners, per ton, central	\$9.00
Fire damage listed on permit (minimum)	\$100.00
Clear violations inspection (minimum)	\$100.00
<i>Motors</i>	
Each up to 1 HP	\$8.00
Each over 1 HP to 5 HP	\$10.00
Each over 5 HP to 10 HP	\$14.00
Each over 10 HP to 25 HP	\$28.00
Each over 25 HP to 100 HP	\$50.00
Each over 100 HP (for each HP)	\$1.50
<i>Generators and transformers</i>	
Each up to and including 5 KVA/KW	\$8.00
Each over 5 KVA/KW through 10 KVA/KW	\$14.00
Each over 10 KVA/KW through 15 KVA/KW	\$18.00
Each over 15 KVA/KW through 20 KVA/KW	\$20.00
Each over 20 KVA/KW through 25 KVA/KW	\$30.00
Each over 25 KVA/KW through 50 KVA/KW	\$50.00
Each over 50 KVA/KW	\$50.00
Plus for each KVA/KW (over 50)	\$0.50
<i>Welding machine outlets:</i>	
Up to 25 amperes	\$10.00
For each additional 25 amperes or fractional part thereof	\$8.00
<i>Fixtures</i>	
Per fixture, track light, head	\$3.00
Per light pole (fixtures not included)	\$10.00
Plugmold, lighting tracks, feed rail (per foot)	\$3.00
<i>Burglar alarm, fire detection system, life safety systems, intercom</i>	
Installation, central system, control panel (up to 15 devices)	\$100.00
Each additional device after 15 (each device)	\$3.00
<i>Master television and radio receiving antennae:</i>	
Cable TV outlets (each)	\$3.00
Phone outlets (each)	\$3.00
Sound data outlets (each)	\$3.00
Speakers (each)	\$3.00
<i>Swimming pool, electrical (does not include exterior lighting of deck areas)</i>	
Residential pool/spa combination	\$160.00
Each residential pool	\$120.00



**Village of Biscayne Park
MASTER FEE SCHEDULE**

**Pending Amendment on:
April 5, 2016**

<i>Description</i>	<i>Fee</i>
Each multi-family or commercial pool	\$190.00
Each sauna/spa/hydro massage	\$100.00
<i>General Electrical</i>	
Satellite dishes (each)	\$100.00
Temporary for test:	\$100.00
Re-connection inspection	\$100.00
<i>Building Permits - ADDITIONAL FEES</i>	
Dade County Surcharge per \$1,000 of construction	\$0.60
Training and Education per \$1,000 of construction	\$0.20
Dept of Community Affairs (Radon Gas) per square foot	\$0.01
Dept of Business and Professional Regulations per square foot	\$0.01
Technology fee - 2.5% of permit fee	
<i>Building Permits - General Fee Schedule</i>	
Renewal of expired permit	100% of Original Fee
Extend permit before expiration (one time only)	\$75.00
Re-inspection fees	\$50.00
Administrative fee	\$20.00
Portable Storage Container (1 to 14 days maximum)	\$50.00
Construction Dumpster	\$100.00
Contractor registration (annual)	\$35.00
Change of contractor after permit has been issued	\$75.00
<i>Certificate of Re-Occupancy</i>	
Within 30 days	\$50.00
Within 10 days	\$100.00
Re-inspection fees	\$25.00
One-time extention after initial sixty (60) days, for an additional sixty (60) days	\$10.00
Certificate of Occupancy	\$250.00
Certificate of Completion	\$250.00
Re-inspection fees	\$50.00
Paint permit	\$25.00
Insurance verification forms	\$50.00
Work commenced without a permit	Double fee + \$100 fine
Permit card replacement	\$20.00

Previously not included.



**Village of Biscayne Park
MASTER FEE SCHEDULE**

**Pending Amendment on:
April 5, 2016**

<i>Description</i>	<i>Fee</i>
<i>Building Permits - Structural Fee Schedule</i>	
Truss plans or product approval review submitted after permit issued	\$75.00
Structural engineer review (100% of engineer's fee to the Village. Standard fee shown.)	\$75.00
<i>Building Permits - Refunds</i>	
a. Refund request shall be submitted in writing by permit applicant for a canceled permit	
b. No refunds for:	
- Permit fees \$100 and under	
- Plan review fee	
- Permit administrative fee	
- Permits, if any inspection scheduled or logged	
- Permit on jobs that expired prior to request	
- Fees collected for State or County	
Planning Board review (for applications not specified in the Zoning Fee Schedule; and excluding paint permits)	\$25.00



Village of Biscayne Park Commission Agenda Report

Village Commission Meeting Date: April 5, 2016

Subject: Recreation Center
Lighting

Prepared By: Commission Bob
Anderson

Sponsored By: Commission

Background

At the March Commission meeting the commission was given a written update regarding installation of lighting at the Recreation Center Entrance. I would like the commission to discuss the details and proposal at the April meeting. This will also give any member of the public who wants to speak about this the opportunity to do so.

Fiscal / Budget Impact

To Be Determined

Recommendation

Commission to discuss.

Attachments

Written information that was given at the the March meeting.



Village of Biscayne Park Commission Agenda Report

Village Commission Meeting Date: March 1, 2016

Subject: Update regarding the installation of lighting at the Recreation Center entrance.

Prepared By: Heidi Siegel, Village Manager

Sponsored By: Staff

Background

At the July 7, 2015 Village Commission meeting, the Biscayne Park Foundation made a presentation regarding installation of bollard lighting at the Recreation Center entrance. The Village Commission agreed to the project and the donation from the Foundation for \$4,000 to partially fund the project. Subsequent to this meeting, the Village Commission added \$2,000 to the Fiscal Year 2015/2016 budget for a \$2,000 match for the project.

LED bollard lighting has been determined to be the best choice to illuminate the space without disturbing neighboring residents and taking into account the Village is a bird sanctuary. Because of the shade in this area, it is recommended the Village install electric lights rather than solar. Six bollard lights will be affixed to a concrete pad and all wiring will be underground in conduit.

Due to the cost of the entrance project, Commission approval is not required for the materials and services that would be rendered to complete the project. Based on the bids received the cost to install six bollard lights at the entrance to the Recreation Center is \$4,000.00. This project will be funded by the \$2,000.00 set aside in the current Village budget and \$2,000.00 provided by the Biscayne Park Foundation.

Additionally, at the November 10, 2015 Commission meeting there was consensus for staff to research the cost of lighting improvements for the entire perimeter of the Recreation Center park. Based on a solar lighting application, the cost for just the product is between \$48,000 - \$59,000. The estimate does

March 1, 2016

Commission Agenda Report

Update regarding the installation of lighting at the Recreation Center entrance

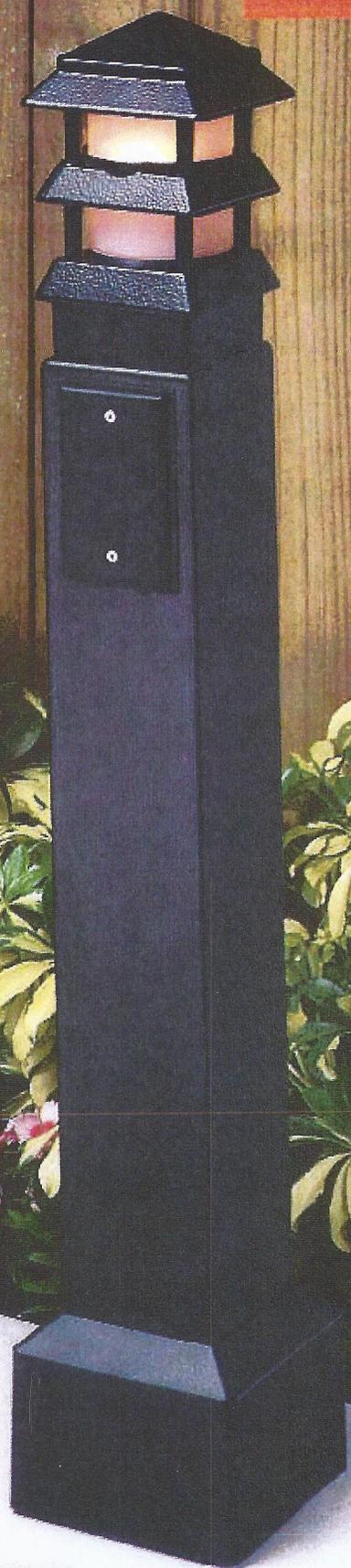
not include installation. To gather the installation estimate, electrical plans and survey work of the park would need to be provided. Lighting for the perimeter of the park is not in this year's budget, but this estimate should give us a guideline to budget for FY2016/17. Staff recommends that in regards to long-term expenses, it is most cost efficient to utilize solar powered bollards for the perimeter of the park.

Attachments

- Proposed Bollard Lighting for Entrance
- Estimate for Park Perimeter

Arlington's new Gard-N-Post™ Bollard Kit

Square light. Square post.



GPBK35B
(also available in Bronze GPBK35BR)

Arlington's **Gard-N-Post™ Bollard Kit** is the low cost answer to installing an attractive bollard outdoors.

It's perfect for wood decks, concrete walkways, and boat docks. And because the square pagoda light fixture matches the shape of the post, it looks great too.

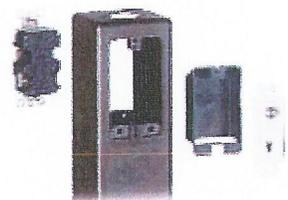
Back-to-back openings in the post, and a low voltage separator give you the option of installing power in one side, low voltage in the other – or 110V devices in both!

Available in black or bronze, the colorant runs throughout the post so there's no chipping or loss of color.

The kit includes a metal support post, 35" non-metallic Gard-N-Post, pagoda light fixture, low voltage separator, blank device plates – everything you need to install the bollard, *except the anchor bolts and caulking.*

UL/CSA Listed. UL Listed enclosure.

Like the pagoda light fixture?
It's also sold separately (GPP60B or GPP60BR), and fits other Arlington Gard-N-Posts; the 19.5" GP19 and the 26" GP26.



Arlington

Fax 570.562.0646 • www.aifittings.com
800.233.4717

Patented. Other patents pending



FL, Biscayne Park

Burke Recreation Center- Solar Pathway Lighting

C/O Troy Nelson

The Burke Recreation Center would benefit for security and illumination that would be powered by solar. Due to some shading and area trees we would look to specify remote power assembly poles to mount in the clear sunny areas facing due south—Verification of clear exposure will need to be completed. I would suggest using our largest power assembly SEPA550-QM to operate 5 Solar Viper fixtures each on an individual 17' MH pole Aluminum anchor base. The power assembly will mount and 12 VDC wiring will run from the power assembly to each fixture. The 1840 linear feet of pathways can be evenly illuminated with 4 total complete systems which each has 1 power array and 5 light poles. The quantities are determined based on .20 FC min lighting uniformity along the pathway based on the assumed length. The systems will operate a 20 Watt LED fixture for 7 hours after dusk and then switch to half intensity until dawn. The solar package will provide over 5 days of battery reserve and the life cycle is between 7 and 9 years. The warranty and general specifications information is attached. Additional site information will need to be determined before final specifications and drawings can be completed.

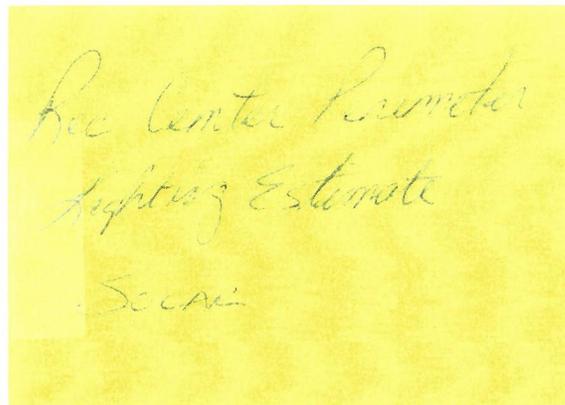
For pricing, budget number for product alone-- no installation is approx. \$48,000-\$59,000. Additional changes may occur in the system design based on shading areas, mounting location options, and exact pathway measurements.

All of the SEPCO systems use poles that are designed to meet the local wind zone requirements we can include foundation details and designs along with structural calculations and signed and sealed documents if notified. Our manufacturing facility is in Stuart, Florida and all of the final product will ship from our facility.

If you have any questions please feel free to contact us- we look forward to providing product that will offer security lighting and sustainability for this recreation area.

Sincerely,

Stephanie Holloran

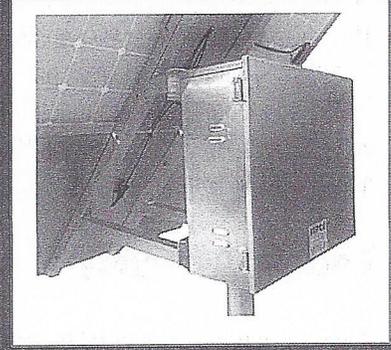
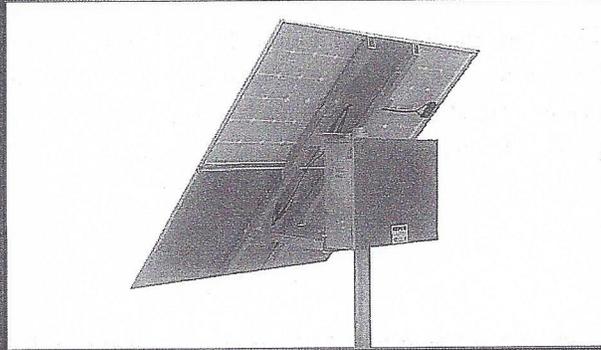
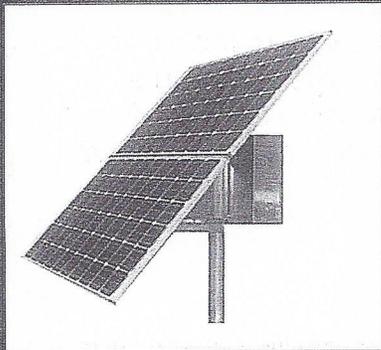


Solar Electric Power Company

1521 SE Palm Court, Stuart, FL 34994 | ph: 772-220-6615 | fax: 772-220-8616 | www.sepco-solarlighting.com



SEPA550-QM Solar Electric Power Assembly



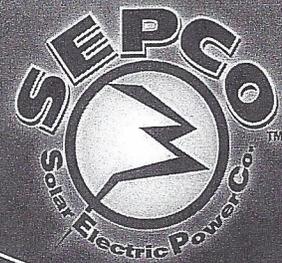
Features & Benefits:

- The SEPA550 solar electric power assembly features two solar modules ranging between 255-300 Watts each integrated together on our double support power bracket. Optional full sheet metal protection for the back side of the panels.
- The 448 Amp hour battery assembly, consisting of four 112 amp hour batteries, is contained within a vented aluminum battery box and includes a wiring harness and control electronics. Optional keyed locks.
- There are 14 different controllers to choose from for different types of applications such as dusk to dawn, dusk activated timer, split timing, and motion activation.
- The systems are built for easy installation with quick connect terminals and can be mounted to a wall, roof, or pole.
- Every system is available to produce DC or AC power depending on the needs of the load.
- Meets AASHTO wind force ratings.
- Powder coating and custom design available.
- 5 year maintenance free system, warranty up to 25 years (see warranty).



Solar Electric Power Company

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Standard

Commercial Warranty

SEPA Solar Electric Power Assemblies and Lighting Systems

Warranty

Solar Panels (>72 Watts).....	25 Years
Solar Panels (<52 Watts).....	10 Years
SEPCO™ ALC/MPPT Controller.....	5 Years
Sealed "GEL" Battery (Full Replacement).....	2 Years
Sealed "GEL" Battery*(Pro-Rated).....	5 Years
SEPCO™ Light Fixtures.....	5 Years
Mounts and Hardware.....	25 Years
SEPCO™ D.C. Inverter Ballasts.....	5 Years
SEPCO™ LED Lamps.....	10 Years
SEPCO™ D.C. to A.C. Inverters.....	2 Years
SEPCO™ D.C. to D.C. Converters.....	2 Years
All Other Lamps.....	6 Months

Life Expectancy

Solar Panels	30 Years+
SEPCO™ ALC/MPPT Controller.....	15 Years
Sealed "GEL" Battery.....	5-7 Years
SEPCO™ Light Fixtures.....	15 Years
Mounts and Hardware.....	30 Years
SEPCO™ D.C. Inverter Ballasts.....	15 Years
SEPCO™ LED Lamps.....	20 Years
SEPCO™ D.C. to A.C. Inverters.....	15 Years
SEPCO™ D.C. to D.C. Converters.....	15 Years
All Other Lamps.....	5 Years +

Limited Warranty

SEPCO™ warrants its systems to be free of defects in material and workmanship for the period of time as shown above from the date of purchase by the original purchaser. SEPCO™ will repair or replace any system or system part returned prepaid to us within the qualifications above so long as there is no evidence that the part has been misused, abused, damaged by lightning, exposed to operation beyond that implied by the system specifications or altered in any manner without the express written consent of SEPCO™. SEPCO™ disclaims any warranties expressed or implied, including warranties of merchantability and/or fitness for a particular purpose. In no event shall SEPCO™ be held liable for incidental or consequential damages. Warranty claimants must first obtain a return authorization number (RAN) before returning any part to the SEPCO™ factory. Warranty repairs will be handled during normal working hours and returned prepaid by surface transportation. SEPCO™ has the right to substitute components within the system to perform as specified.

- The battery is covered under full replacement from the date it ships from the factory for two years
- The Additional Pro-Rated Warranty States that the day after the 24th month that the system has been shipped from the factory the customer will only be responsible for 50% of the then current Spare Parts Price Total. After the 36th month the customer will only be responsible for 65% of the then current cost. From the 48th month to the 60th month the customer will only be responsible for 85% of the then current cost.

Rev 9/23/14

Solar Electric Power Company

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SolarViper

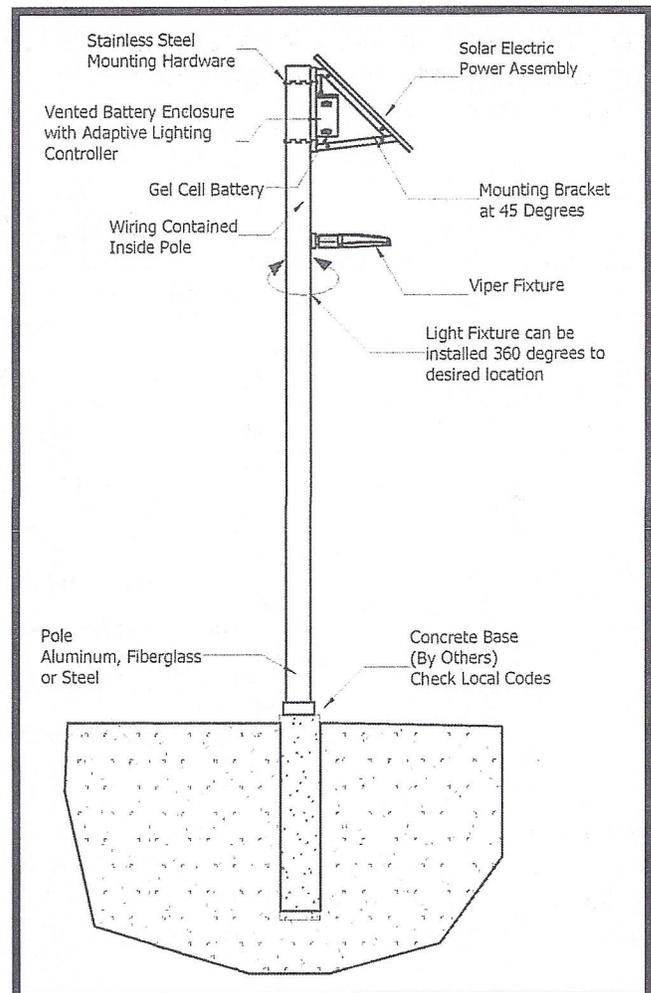
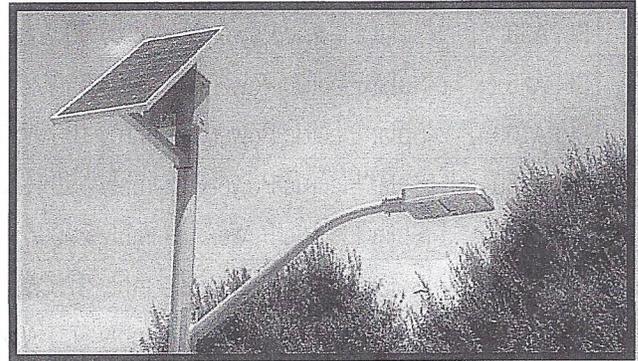
Overview

The SolarViper high powered LED solar lighting system comes complete with solar power assembly, fixture, bracket and all mounting hardware to attach to a pole. SEPCO can also provide a pole to meet wind load specifications.

The SolarViper solar power assembly ranges from 30 Watts to 550 Watts with the size of the battery assembly allowing for a minimum of five days autonomy. The solar power assembly is sized according to installation location and takes into concern local conditions.

The Viper fixture is a contemporary Cobrahead style fixture and comes complete with LEDs and driver used to operate the fixture from the solar charged batteries. The SolarViper ranges from 15 to 90 Watts and comes with Type II, III, IV and V Distribution patterns. There are dimming and finish options available.

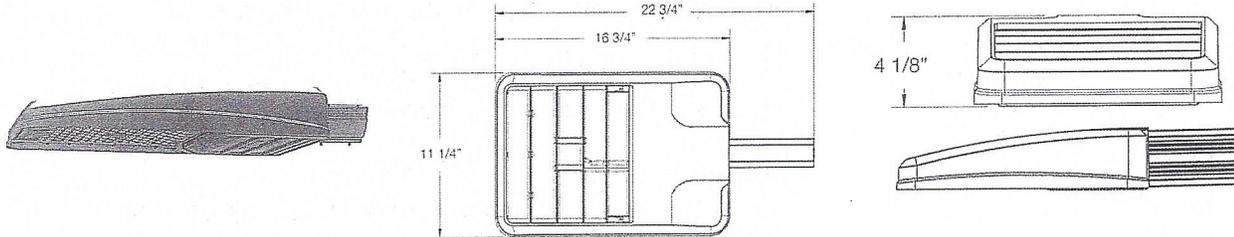
The SolarViper bracket can either be a long elliptical arm SP – Side of Pole Bracket ranging from 4' to 8' or a short arm ST – Side of Pole Tenon Bracket ranging from 5" to 24". The brackets mount directly to any round or square pole.





SolarViper

Fixture



OVERVIEW: The light fixture assembly is a Cobrahead style fixture and comes complete with LEDs and driver used to operate the fixture from the solar charged batteries. The light fixture can be mounted anywhere on the pole or wall below the solar, or can be mounted separately on another pole or wall, even in the shade.

APPLICATIONS: Roadways, Parking Lots, Area, Perimeters

HOUSING: Die Cast Aluminum

FINISH: Black, Bronze, Green, Gray, White, Metallic Bronze, Metallic Titanium

OPTICAL ASSEMBLY: Each LED has an individual optical lens

LAMPING: 15 – 90 Watt LED Type II, III, IV, V Distribution

DIMENSIONS: 16.25" Long x 11.25" Wide x 4.125" High

SHIPPING WEIGHT: 15 lbs

Watts	Color	Optics	Finish
_____	_____	_____	_____

Control Options

Each system comes complete with a controller to run the light for the required operation profile needed for each project.

Notes:

Controller Options

ALC / MPPT NOTES

- 1 - DTD (Dusk to Dawn)
- 2 - DAT (Dusk Activated for ___ Hours)
- 3 - DIM (Dimming Operation)
- 4 - DATDIM (Dusk Activated, Dim for Remainder of Night)
- 5 - DATDIMFI (DAT, DIM, Full Intensity ___ Before Dawn)
- 6 - DTDDIMMAIDFI (DTD, DIM, Full Intensity MAID Activated)
- 7 - DATDIMMAIDFI (DAT, DIM, Full Intensity MAID Activated)
- 8 - AOC (Always On Controller)
- 9 - CUS (Custom Configuration, see description)

- MAID – Motion Activated InfraRed Detector
- OCS – Occupancy Sensor
- RAS – Remote Actuated Switch
- RTC – Real Time Clock
- RRTC – Remote Real Time Clock
- SLT – Spring Loaded Timer

VPR - Viper

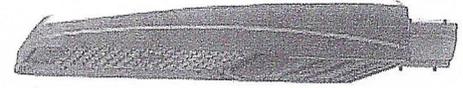


FIXTURE CODE: VPR

PROJECT: _____

CUSTOMER: _____

NOTES: _____



FEATURES & BENEFITS:

- The Viper fixture uses solid state / light emitting diode (LED) light source
- 12 VDC electronic dimming drivers
- Die cast aluminum housing
- Multiple light distributions available

SPECIFICATIONS:

OVERVIEW: The light fixture assembly is a Cobrahead style fixture and comes complete with LEDs and driver used to operate the fixture from the solar charged batteries. The light fixture can be mounted anywhere on the pole or wall below the solar, or can be mounted separately on another pole or wall, even in the shade.

APPLICATIONS: Roadways, Parking Lots, Area, Perimeters

HOUSING: Die Cast Aluminum

FINISH: Black, Bronze, Green, Gray, White, Metallic Bronze, Metallic Titanium

OPTICAL ASSEMBLY: Each LED has an individual optical lens

LAMPING: 15 – 90 Watt LED Type II, III, IV, V Distribution

DIMENSIONS: 16.25" Long x 11.25" Wide x 4.125" High

SHIPPING WEIGHT: 15 lbs

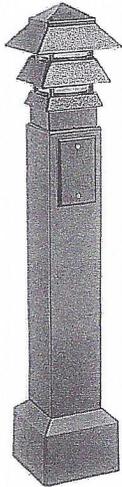


Note: SEPCO™ reserves the right to modify the above details to reflect changes in the cost of materials and/or production and/or design without prior notice.

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35" Gard-N-Post™ Bollard Kit

GARD-N-POST with pagoda-style light fixture included. Post is UV rated plastic for long outdoor life. Two non-chipping colors.

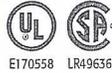


GPBK35B/R

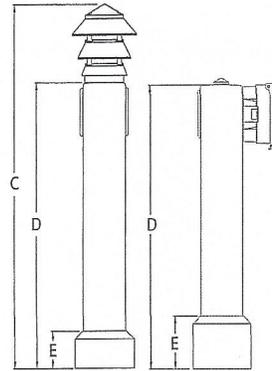
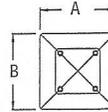
CATALOG NUMBER	UPC/DCI/NAED MFG #018997	DESCRIPTION	UNIT PKG	STD PKG	DIM A	DIM B	DIM C	DIM D	DIM E
GPBK35B	77040	Black	1	1	6.070	6.070	35.000	27.000	3.500
GPBK35BR	77041	Bronze	1	1	6.070	6.070	35.000	27.000	3.500

Add suffix "GC" to Catalog # when ordering in Canada, for example GPBK35BGC.

PATENTED. ADDITIONAL PATENTS PENDING.



CSA listed with grounding lug.



GPBK35B/R

GPBK28B

FEATURES AND BENEFITS

- Molded-in color is permanent – unlike painted posts where lawn equipment chips the color off
- Openings on both sides of the post for back-to-back power
- Low voltage separator provided for Power use on one side and Low Voltage on the other (phone, security, & cable TV)
- Perfect for wood decks, boat docks, and concrete walkways
- Makes a very low cost bollard
- Kit includes everything needed for installation, except anchor bolts, caulking, and bulb.
- Includes Arlington's Large Louvered Pagoda Light Fixture
- (2) combination KOs for a UL Listed enclosure

Kit comes with...

GARD-N-POST & metal stabilizer, boot, (pagoda light fixture & decorative spacer or IN-AND-OUT™ cover), (2) blank device plates with gaskets & screws, low voltage separator, and removable KO plate with screws.

Recommended anchors (not included)...

Concrete: (4) 3/8" x 2-1/2 Tapcons®

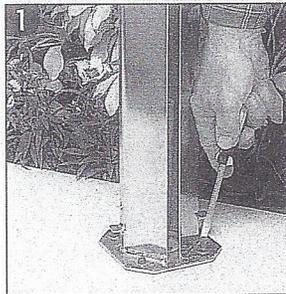
Cast-in-Place Concrete:

(4) 3/8" anchor bolts

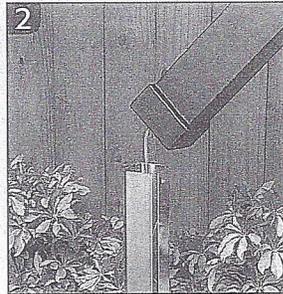
Wood Deck: (4) 3/8" bolts with nuts and washers

Tapcons® is a registered trademark of ITW Buildex.

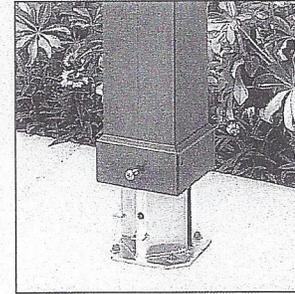
Installation Instructions



1 Metal support post attaches easily to surface.



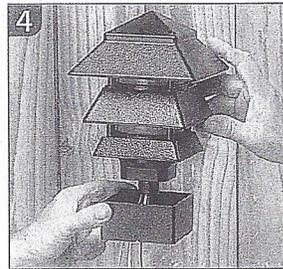
2 The non-metallic GARD-N-POST slides over the support post.



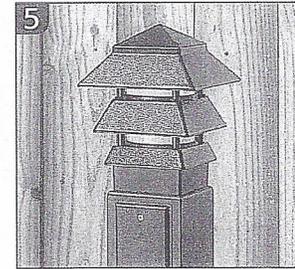
Both posts are held firmly in place with the supplied screws.



3 Place decorative curb over GARD-N-POST. Slide it down to cover the installation.



4 Press fit spacer to base of lamp.



5 Install pagoda light to post with locknut inside the top of the post. Wire fixture.



Village of Biscayne Park Commission Agenda Report

Village Commission Meeting Date: April 5, 2016
Subject: CITT Transit Funds
Prepared By: Commissioner Roxanna Ross
Sponsored By: Commissioner Roxanna Ross

Background

Sec. 212.055(1), Florida Statutes (2001), Miami-Dade County Ordinance No. 02-116, enacted on July 9, 2002, imposed a one-half of one percent Transit Surtax on eligible sales transactions for transportation-related projects. Of the proceeds collected by the County, 20% is distributed to municipalities on a pro rata basis using population statistics. Municipalities may use proceeds to develop, construct, equip, maintain, operate or expand on County-wide bus systems, Fixed guideway rapid transit systems, and Roads and bridges in the County. Surtax proceeds may also be used to secure bonds or pay debt service for such systems.

By way of further restriction on use of the funds, cities are required to apply at least 20% of the proceeds to transit-related infrastructure. If unable to do so, cities may apply transit proceeds to a County project that enhances traffic mobility within their municipal boundaries, or funds shall be redistributed among other cities in the ensuing year for similar purposes.

Throughout the years, the Village has used transportation funds to repair and improve roads, clear storm drains, for street lighting and road engineering services. The 20% transmit restricted monies for couple of years (2008 – 2010) paid for the Village to shared North Miami's local circulator bus which was discontinued due to infrequent ridership by Village residents. Although we have from time to time discussed improving road crossings at 6th Avenue and wi-fi equipped bus shelters, to my memory, no movement has been made to implement any local project that could be funded by the restricted CITT transit funds.

Over time, funds that are not used by the municipality for their stated purpose revert to the County and are redistributed to funds needs throughout the County, and the 2007 Audit Report by the County documents a recapture transit from the Village in the early days of the surtax for lack of use.

Today, the Manager reports that the Village's transit restricted CITT fund balance is \$55,575.61, and Heidi has confirmed that the installation of a bus shelter is an approved project for CITT transit funding (<http://www.miamidade.gov/citt/library/municipal-program/municipal-guidelines.pdf>).

Fiscal / Budget Impact

This is a request to use restricted CITT transit funds, which if unused would revert back to the County.

Recommendation

I welcome discussion of any other projects that would fall within the requirements for use of CITT transit funds. In the meantime, I recommend that the Commission direct the Manager to evaluate the options and feasibility of using CITT transit restricted funds (and other appropriate funding) to install a wi-fi equipped bus shelter at 6 Ave and 114 Street as an enhancement of the existing County bus service through the Village.



The Village of Biscayne Park

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

**AGENDA ITEM 12.B REGULAR
COMMISSION MEETING 04 05 2016**

PENDING



Village of Biscayne Park Commission Agenda Report

Village Commission Meeting April 5, 2016

Date:

Subject: Reconciliation of new construction of Village Hall and the Log Cabin restoration projects

Prepared By: Heidi Siegel, AICP, Village Manager

Sponsored By: Staff

Background

The attached spreadsheets show the revenues and expenses for both the Village Hall construction and Log Cabin restoration project.

The total dedicated funds (revenues) to the project were \$1,684,934 and the total expenses were \$1,800,147. In summary, the expenditures over net revenue amount, a 6% overage total for both projects includes minor unforeseen costs and larger non-contractual costs such as the Log Replacement at the Log Cabin (\$23,403) and the Civil Site work required by Miami Dade County at the new Village Hall (\$41,120). The Log Replacement was specified in the bid documents and the Civil Work was approved by the Village Commission via resolution 2015-33.

The Village Manager recommends that these costs to be equally covered via future action by the Village Commission through cost savings and increased revenue in FY 14/15 & FY 15/16 budgets as determined by the final audits.

Attachments

- Reconciliation sheets
- Village Hall Bejar Construction Payment Applications
- Village Hall Change Orders
- Log Cabin McKenzie Construction Payment Applications
- Log Cabin Change Orders

PROJECT SUMMARY

Total Revenues			1,684,934.00
TOTAL Expenditures Village Hall Project		969,909.80	
TOTAL Expenditures Log Cabin Project		830,237.44	
		Total Project Costs:	1,800,147.24

Net Revenue/Expenditures

(115,213.24)

NOTES: This Net Revenue/Expenditures amount, a 6% overage, includes minor unforeseen costs and larger non-contractual costs such as the Log Replacement at the Log Cabin (\$23,403) and the Civil Site work required by Miami Dade County at the new Village Hall (\$41,120).

		Revenues		
DOEO		Department of Economic Opportunity		1,000,000
01/14/2015		Reimbursement	34,274	
01/26/2015		Reimbursement	46,635	
04/30/2015		Reimbursement	40,425	
06/01/2015		Reimbursement	97,229	
07/17/2015		Reimbursement	487,749	
08/31/2015		Reimbursement	191,952	
08/23/2015		Reimbursement	101,736	
		TOTAL DOEO	1,000,000	
LOAN		City National Bank Loan		350,000
05/12/2015		Loan	350,000	
VF		Village Funds		
		GENERAL FUND FY 2015/2016	135,000	
		Village Historic Preservation Match	50,000	
		Proceed from sale of trucks	74,934	
		Total Village Funds		259,934
VILLAGERS		VILLAGERS GRANT		
		1/2 Floor Grant	10,000	
		1/2 Floor Grant Pending	10,000	
		Window / Doors Grant	5,000	
		Total		25,000
HPG		HISTORIC PRESERVATION GRANT		
		Grant	50000	
				50000
		TOTAL Revenues		1,684,934

Expenditures			
TRANSACTIONS FROM 10/01/2013 TO 03/09/2016			
Date	Description	Amount	
	VILLAGE HALL DESIGN & PERMITTING		
04/17/2015	ARQUITECTURE PLANS COPIES	5.30	
06/25/2015	CITY OF NORTH MIAMI (Water Service)	52.90	
07/31/2015	CITY OF NORTH MIAMI (Water Service)	3,400.00	
07/31/2015	CITY OF NORTH MIAMI (Water Service)	150.00	
01/31/2015	Design & Engineering-Accurate Land Survey	1,050.00	
11/30/2014	Easy Dig Survey	437.00	
11/30/2014	Easy Dig-Bond Copy/Invite to Bid	218.50	
01/26/2015	EASY DIGI-PLANS ANNEX BDG-TX REFUND CASH	64.69	
04/28/2015	EE&G ENVIRONMENTAL SERVICES, LLC	550.00	
01/14/2015	EMPIRE ENGINEERING-ANNEX SEPTIC HRS FOR	450.00	
05/28/2015	FPL	1,110.80	
02/26/2015	MDC PERMIT FEE	552.48	
02/26/2015	MDC PERMIT FEE	239.97	
12/11/2014	MDC PERMIT FEE	275.00	
01/06/2015	MDC PERMIT FEE	239.97	
01/14/2015	MDC PERMIT FEE	375.00	
10/21/2014	MDC PERMIT FEE	1,576.73	
10/31/2014	MDC PERMIT FEE	139.32	
05/21/2015	NUTTING ENGINEERING (Soil Testing)	2,490.00	
11/13/2014	NUTTING ENGINEERING (Soil Testing)	1,500.00	
10/25/2014	THE RUSSEL PARTNERSHIP	21,217.50	
12/18/2014	THE RUSSEL PARTNERSHIP	1,750.00	
01/17/2015	THE RUSSEL PARTNERSHIP	3,772.00	
02/26/2015	THE RUSSEL PARTNERSHIP	2,475.37	
03/01/2015	THE RUSSEL PARTNERSHIP	5,658.00	
03/10/2015	THE RUSSEL PARTNERSHIP	5,000.00	
04/10/2015	THE RUSSEL PARTNERSHIP	998.65	
05/20/2015	THE RUSSEL PARTNERSHIP	1,093.87	
06/02/2015	THE RUSSEL PARTNERSHIP	3,559.59	
06/18/2015	THE RUSSEL PARTNERSHIP	600.00	
08/27/2015	THE RUSSEL PARTNERSHIP	8,744.88	

09/08/2015		THE RUSSEL PARTNERSHIP	230.13	
		TOTAL	69,977.65	
		VILLAGE HALL CONSTRUCTION		
01/26/2015		BEJAR CONSTRUCTION, INC.	46,575.00	
02/20/2015		BEJAR CONSTRUCTION, INC.	65,025.00	
03/31/2015		BEJAR CONSTRUCTION, INC.	46,314.00	
04/30/2015		Bejar Construction, Inc.	49,766.40	
05/29/2015		Bejar Construction, Inc.	188,232.75	
06/25/2015		Bejar Construction, Inc.	164,376.00	
06/25/2015		Bejar Construction, Inc.	31,127.18	
08/04/2015		Bejar Construction, Inc.	150,930.81	
08/24/2015		Bejar Construction, Inc.	102,966.48	
02/03/2016		Bejar Construction, Inc.	44,503.57	
06/19/2015		City Of North Miami	3,810.27	
06/22/2015		City Of North Miami	79.53	
07/09/2015		Florida Power & Light Company	1,110.80	
08/04/2015		PAYMENT TO DERM MDC	59.00	
05/29/2015		PHONEDOCTOR.COM	5,055.36	
		TOTAL	899,932.15	
		VILLAGE HALL PROJECT TOTAL		969,909.80

NOTES:

Total The Russel Partnership Contact Price: \$47, 150.00
(Increase due to civil work changes required by County and
additioinal charges per contract)

Total The Russel Partnership Design Cost: \$55,099.99

Total Bejar construction cost: \$889,817.19 includes all change
orders and liquidated damages (for time)

Total Bejar Contract Price with Civil Change Order \$874,598.00

Expenditures		
TRANSACTIONS FROM 10/01/2013 TO 03/09/2016		
Description	Amount	
LOG CABIN DESIGN & PERMITTING		
DERM MDC	59.00	
R.J. HEISENBOTTLE ARCHITECTS, PA	18,375.00	
R.J. HEISENBOTTLE ARCHITECTS, PA	21,000.00	
R.J. HEISENBOTTLE ARCHITECTS, PA	13,125.00	
R.J. HEISENBOTTLE ARCHITECTS, PA	4,423.58	
R.J. HEISENBOTTLE ARCHITECTS, PA	4,555.58	
R.J. HEISENBOTTLE ARCHITECTS, PA	4,730.33	
R.J. HEISENBOTTLE ARCHITECTS, PA	4,676.00	
R.J. HEISENBOTTLE ARCHITECTS, PA	4,697.45	
R.J. HEISENBOTTLE ARCHITECTS, PA	4,676.00	
R.J. HEISENBOTTLE ARCHITECTS, PA	4,676.00	
R.J. HEISENBOTTLE ARCHITECTS, PA	4,676.00	
R.J. HEISENBOTTLE ARCHITECTS, PA	4,620.00	
TOTAL	89,613.94	
LOG CABIN CONSTRUCTION		
EE & G CONSTRUCTION & ELECTRICAL, L	2,350.00	
EE & G CONSTRUCTION & ELECTRICAL, L	2,500.00	
EE & G CONSTRUCTION & ELECTRICAL, L	3,115.25	
Florida Power & Light Company	297.00	
HARTMAN WINDOWS & DOORS	37,000.00	
HARTMAN WINDOWS & DOORS	37,000.00	
MCKENZIE CONSTRUCTION	70,244.94	
MCKENZIE CONSTRUCTION	164,474.63	
MCKENZIE CONSTRUCTION	88,059.67	
MCKENZIE CONSTRUCTION	60,586.45	
MCKENZIE CONSTRUCTION	84,569.77	

	MCKENZIE CONSTRUCTION	69,893.65	
	MCKENZIE CONSTRUCTION	69,230.15	
	MCKENZIE CONSTRUCTION	51,391.99	830,327.44
	TOTAL	740,713.50	

LOG CABIN PROJECT TOTAL

NOTES:

Total Heisenbottle Design Cost: \$89,554.94

Total Heisenbottle Contract Price: \$89,000.00 plus expenses

Paid for directly by Village to save tax cost and provided for as a credit back to Village by McKenzie (see payment app # 3)

NOTES: \$10,596.15 + \$12,806.95 = \$23,403.10 of additional payments to McKenzie Construction are for Log Replacements as specified in the Bid Documents (Change Orders #3 & #7)

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G703

(Instructions on reverse side)

PAGE ONE OF PAGES

TO: (OWNER): Village of Biscayne Park
 Village Hall Annex Building
 640 N.E. 114th Street
 Village of Biscayne Park

PROJECT:

Public Safety and Administration Annex
 Project No. 2014-04

APPLICATION NO: 1
 PERIOD TO: 1/28/2015

Distribution to:
 OWNER
 ARCHITECT
 CONTRACTOR

FROM (CONTRACTOR):
 Bejar Construction, Inc.
 6326 S.W. 191st Avenue
 Pembroke Pines, Florida 33332
 CONTRACT FOR:

VIA (ARCHITECT):

ARCHITECT'S
 PROJECT NO: 2014-04

CONTRACT DATE: 1/8/2015

CONTRACTOR'S APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY		ADDITIONS	DEDUCTIONS
Change Orders approved in previous months by Owner	TOTAL		
Approved this Month			
Number	Date Approved		
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
TOTALS		\$ -	
Net Change by Change Orders			

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by the Application for Payment has been completed in accordance with the Contract Documents, that all amount have been paid by the Contractor for work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due. herein is now due. herein is now due. herein is now due. herein is now due.

CONTRACTOR:
 BY: *[Signature]* DATE: 1/24/15

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract documents, based on on-site observations and the date comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and

Application is made for Payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached

1. ORIGINAL CONTRACT SUM	\$	833,478.00
2. Net change by Change Orders.....	\$	-
3. CONTRACT SUM TO DATE (Line 1+2).....	\$	833,478.00
4. TOTAL COMPLETED & STORED TO DATE.....	\$	51,750.00
(Column G on G703)		
5. RETAINAGE:		
a. 10% of Completed Work	\$	6,175.00
(Column D+E on G703)		
b. ___ % of Store Material	\$	
(Column F on G703)		
Total Retainage (Line 5a+5b or Total in Column I of G703).....		
6. TOTAL EARNED LESS RETAINAGE.....	\$	48,575.00
(Line 4 less 5 total)		
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate).....	\$	-
8. CURRENT PAYMENT DUE.....	\$	48,575.00
9. BALANCE TO FINISH, PLUS RETAINAGE.....	\$	788,903.00
(Line 3 less Line 6)		

State of: County of: San
 Subscribed and sworn to before me this 24 day of Jan, 2015
 Notary Public:
 My Commission expires:

Arina Grace Franks
 Notary Public
 State of Florida
 My Commission Expires 03/06/2018
 Commission No. FR 145489

Arina Grace Franks

AMOUNT CERTIFIED..... \$ 51,750.00

(Attached explanation if amount certified differs from the amount applied for)

ARCHITECT:
 By: *[Signature]* Date: 1-27-15

This certificate is not negotiable. THE AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G703

(Instructions on reverse side)

PAGE ONE OF PAGES

TO: (OWNER): Village of Biscayne Park
 Village Hall Annex Building
 640 N.E. 114th Street
 Village of Biscayne Park

PROJECT:

Public Safety and Administration Annex
 Project No. 2014-04

APPLICATION NO: 2
 PERIOD TO: 2/20/2015

Distribution to:
 OWNER
 ARCHITECT
 CONTRACTOR

FROM (CONTRACTOR):
 Bejar Construction, Inc.
 6326 S.W. 191st Avenue
 Pembroke Pines, Florida 33332
 CONTRACT FOR:

VIA (ARCHITECT):

ARCHITECT'S
 PROJECT NO: 2014-04

CONTRACT DATE: 1/8/2015

CONTRACTOR'S APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY		ADDITIONS	DEDUCTIONS
Change Orders approved in previous months by Owner			
TOTAL			
Approved this Month			
Number	Date Approved		
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
TOTALS		\$ -	

Net Change by Change Orders

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by the Application for Payment has been completed in accordance with the Contract Documents, that all amount have been paid by the Contractor for work for which previous Certificates for Payment were issue and payments received from the Owner, and that current payment shown herein is now due. herein is now due. herein is now due. herein is now due.

CONTRACTOR: _____
 BY: _____ DATE: 2/19/15

Application is made for Payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached

1. ORIGINAL CONTRACT SUM	\$ 833,478.00
2. Net change by Change Orders	\$ -
3. CONTRACT SUM TO DATE (Line 1+2)	\$ 833,478.00
4. TOTAL COMPLETED & STORED TO DATE	\$ 124,000.00
(Column G on G703)	
5. RETAINAGE:	
a. 10% of Completed Work	\$ 12,400.00
(Column D+E on G703)	
b. ___ % of Store Material	\$ _____
(Column F on G703)	
Total Retainage (Line 5a+5b or Total in Column I of G703)	_____
6. TOTAL EARNED LESS RETAINAGE	\$ 111,600.00
(Line 4 less 5 total)	
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$ 46,575.00
8. CURRENT PAYMENT DUE	\$ 65,025.00
9. BALANCE TO FINISH, PLUS RETAINAGE	\$ 721,878.00
(Line 3 less Line 6)	

State of Florida County of St. Bernard
 Subscribed and sworn to before me this 28 day of February, 2015
 Notary Public: ANTHONY E. CLARKE
 My Commission Expires: Feb 13, 2017

AMOUNT CERTIFIED: \$ 65,025.00
 (Attached explanation if amount certified differs from the amount applied for)
 ARCHITECT: [Signature] Date: MAR 2, 2015
 This certificate is not negotiable. THE AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without

Bejar Construction, Inc.
 6326 S.W. 191 Avenue
 Pembroke Pines, Florida 33332

Village of Biscayne Park
 Annex Building
 Project No. 05004-02

ATTACHMENT " B "

37	Lighting Package / Installation	\$ 123,000.00																		
	Total:	\$ 833,478.00	\$ 51,750.00	\$ 72,250.00	\$ -	\$ 124,000.00	15%	\$ 709,478.00	\$ 12,400.00											

APPROVED FOR PAYMENT:

BUDGET CODE
302-539-5800-220-0020
DEPARTMENT HEAD
DATE
03/03/15
FINANCE


APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G703

(Instructions on reverse side)

PAGE ONE OF PAGES

TO: (OWNER): Village of Biscayne Park
 Village Hall Annex Building
 640 N.E. 114th Street
 Village of Biscayne Park

PROJECT:

Public Safety and Administration Annex
 Project No. 2014-04

APPLICATION NO: 3
 PERIOD TO: 3/31/2015

Distribution to:
 OWNER
 ARCHITECT
 CONTRACTOR

FROM (CONTRACTOR):
 Bejar Construction, Inc.
 6326 S.W. 191st Avenue
 Pembroke Pines, Florida 33332
 CONTRACT FOR:

VIA (ARCHITECT):

ARCHITECT'S
 PROJECT NO: 2014-04

CONTRACT DATE: 1/8/2015

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for Payment, as shown below, in connection with the Contract.
 Continuation Sheet, AIA Document G703, is attached

CHANGE ORDER SUMMARY		ADDITIONS	DEDUCTIONS
Change Orders approved in previous months by Owner			
TOTAL			
Approved this Month		APPROVED FOR PAYMENT	
Number	Date Approved		
1		BUDGET CODE	
2			
3		302539 5800 220 DOED	
4		DEPARTMENT HEAD	
5		DATE	
6		FINANCE	
7			
8			
9			
10			
11			
12			
TOTALS		\$	
Net Change by Change Orders			

1. ORIGINAL CONTRACT SUM	\$	833,478.00	
2. Net change by Change Orders	\$	-	
3. CONTRACT SUM TO DATE (Line 1+2)	\$	833,478.00	
4. TOTAL COMPLETED & STORED TO DATE	\$	194,840.00	175,460.00
(Column G on G703)			
5. RETAINAGE:			
a. 10% of Completed Work	\$	17,546.00	19,784.00-
(Column D+E on G703)			
b. % of Store Material	\$		
(Column F on G703)			
Total Retainage (Line 5a+5b or Total in Column I of G703)			
6. TOTAL EARNED LESS RETAINAGE	\$	157,914.00	175,356.00-
(Line 4 less 5 total)			
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	111,600.00	
8. CURRENT PAYMENT DUE	\$	46,314.00	-63,756.00-
9. BALANCE TO FINISH, PLUS RETAINAGE	\$	675,564.00	658,122.00
(Line 3 less Line 6)			

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by the Application for Payment has been completed in accordance with the Contract Documents, that all amount have been paid by the Contractor for work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: *[Signature]*
 BY: *[Signature]* DATE: 3/31/15

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract documents, based on on-site observations and the date comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and

State of: FL County of: Broward
 Subscribed and sworn to before me this 31 day of March 2015
 Notary Public: *[Signature]* My Commission Expires 03/09/2018
 My Commission No. FF 143489

AMOUNT CERTIFIED: \$ 46,314.00

(Attached exhibit differs from the amount applied for)
 ARCHITECT: *[Signature]*
 By: *[Signature]* Date April, 10, 2015

This certificate is not negotiable. THE AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without

Bejar Construction, Inc.
 6326 S.W. 191 Avenue
 Pembroke Pines, Florida 33332

Village of Biscayne Park
 Annex Building
 Project No. 05004-02

ATTACHMENT " B "

			105,000.00	70,460.00		175,460.00	21%	658,018.00	17,546.00
37	Lighting Package / Installation	\$ 123,000.00				\$ -	0%	\$ 123,000.00	\$ -
	Total:	\$ 833,478.00	\$ -124,000.00	\$ 70,840.00	\$ -	\$ 194,840.00	23%	\$ 638,638.00	\$ 19,484.00

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G703

(Instructions on reverse side)

PAGE ONE OF PAGES

TO: (OWNER): Village of Biscayne Park
Village Hall Annex Building
640 N.E. 114th Street
Village of Biscayne Park

PROJECT:

Public Safety and Administration Annex
Project No. 2014-04

APPLICATION NO: 4
PERIOD TO: 4/30/2015

Distribution to:
OWNER
ARCHITECT
CONTRACTOR

FROM (CONTRACTOR):
Bejar Construction, Inc.
6326 S.W. 191st Avenue
Pembroke Pines, Florida 33332
CONTRACT FOR:

VIA (ARCHITECT):

ARCHITECT'S
PROJECT NO: 2014-04

CONTRACT DATE: 1/8/2015

CONTRACTOR'S APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY		ADDITIONS	DEDUCTIONS
Change Orders approved in previous months by Owner			
TOTAL			
Approved this Month		APPROVED FOR PAYMENT.	
Number	Date Approved		
1		BUDGET CODE	
2		302-539-5000-220-DOEO	
3		DEPARTMENT HEAD	
4		DATE	
5		5/8/15	
6		FINANCE	
7			
8			
9			
10			
11			
12			
TOTALS		\$ -	

Net Change by Change Orders

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by the Application for Payment has been completed in accordance with the Contract Documents, that all amount have been paid by the Contractor for work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due. herein is now due. herein is now due. herein is now due.

CONTRACTOR:
BY:

DATE: 5/4/15

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract documents, based on on-site observations and the date comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and

Application is made for Payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached

1. ORIGINAL CONTRACT SUM	\$	833,478.00
2. Net change by Change Orders	\$	-
3. CONTRACT SUM TO DATE (Line 1+2)	\$	833,478.00
4. TOTAL COMPLETED & STORED TO DATE	\$	230,766.00

(Column G on G703)

5. RETAINAGE:

a. 10% of Completed Work \$ 23,075.60

(Column D+E on G703)

b. % of Store Material \$

(Column F on G703)

Total Retainage (Line 5a+5b or

Total in Column I of G703)

6. TOTAL EARNED LESS RETAINAGE \$ 207,680.40

(Line 4 less 5 total)

7. LESS PREVIOUS CERTIFICATES FOR

PAYMENT (Line 6 from prior Certificate)

\$ 157,914.00

8. CURRENT PAYMENT DUE \$ 49,766.40

9. BALANCE TO FINISH, PLUS RETAINAGE \$ 625,797.60

(Line 3 less Line 6)

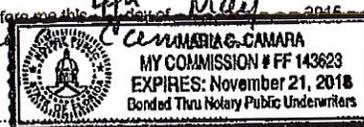
State of:

County of: Dade

Subscribed and sworn to before me this 4th day of May, 2015

Notary Public:

My Commission expires:



AMOUNT CERTIFIED

(Attached explanation

in the amount applied for)

ARCHITECT:

John H. Ull

By:

Date May 8, 2015

This certificate is not negotiable. THE AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without

Bejar Construction, Inc.
6326 S.W. 191 Avenue
Pembroke Pines, Florida 33332

Village of Biscayne Park
Annex Building
Project No. 05004-02

ATTACHMENT " B "

37	Lighting Package / Installation	\$ 123,000.00				\$ -	0%	\$ 123,000.00	\$ -
	Total:	\$ 833,478.00	\$ 175,460.00	\$ 55,296.00	\$ -	\$ 230,756.00	28%	\$ 602,722.00	\$ 23,075.60

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G703

(Instructions on reverse side)

PAGE ONE OF PAGES

TO: (OWNER): Village of Biscayne Park
 Village Hall Annex Building
 640 N.E. 114th Street
 Village of Biscayne Park

PROJECT:

Public Safety and Administration Annex
 Project No. 2014-04

APPLICATION NO: 5
 PERIOD TO: 5/29/2015

Distribution to:
 OWNER
 ARCHITECT
 CONTRACTOR

FROM (CONTRACTOR):
 Bejar Construction, Inc.
 6326 S.W. 191st Avenue
 Pembroke Pines, Florida 33332

VIA (ARCHITECT):

ARCHITECT'S
 PROJECT NO: 2014-04

CONTRACT FOR:

CONTRACT DATE: 1/8/2015

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for Payment, as shown below, in connection with the Contract.
 Continuation Sheet, AIA Document G703, is attached

CHANGE ORDER SUMMARY		ADDITIONS	DEDUCTIONS
Change Orders approved in previous months by Owner			
TOTAL			
Approved this Month			
Number	Date Approved		
1	3/16/2015	\$ 1,925.81	
2	4/30/2015	\$ 1,531.85	
3	4/30/2015	\$ (1,063.50)	
4	5/7/2015	\$ 8,110.70	
5	5/15/2015	\$ 9,241.50	
6			
7			
8			
9			
10			
11			
12			
TOTALS		\$ 59,746.36	

1. ORIGINAL CONTRACT SUM	\$ 833,478.00
2. Net change by Change Orders.....	\$ 59,746.36
3. CONTRACT SUM TO DATE (Line 1+2).....	\$ 893,224.36
4. TOTAL COMPLETED & STORED TO DATE.....	\$ 439,903.50

5. RETAINAGE:

a. 10% of Completed Work \$ 43,990.35
 (Column D+E on G703)

b. % of Store Material \$
 (Column F on G703)

Total Retainage (Line 5a+5b or Total in Column I of G703).....

6. TOTAL EARNED LESS RETAINAGE.....	\$ 395,913.15
(Line 4 less 5 total)	
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate).....	\$ 207,680.40
8. CURRENT PAYMENT DUE.....	\$ 188,232.75
9. BALANCE TO FINISH, PLUS RETAINAGE.....	\$ 497,311.21
(Line 3 less Line 6)	

APPROVED FOR PAYMENT:
 BUDGET CODE 302-539580 220-DOED
 DEPARTMENT HEAD [Signature]
 DATE 6/1/15
 FINANCE [Signature]

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by the Application for Payment has been completed in accordance with the Contract Documents, that all amount have been paid by the Contractor for work for which previous Certificates for Payment were issue and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:
 BY: [Signature] DATE: 5/27/15

State of: Florida County of: Leon
 Subscribed and sworn to before me this 27 day of JUNE, 2015
 Notary Public: FINA FRANCO
 My Commission expires: EXPIRES May 8, 2018
 (407) 398-0163 Florida Notary Services, Inc.

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract documents, based on on-site observations and the date comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and

(Attached explanation if amount certified differs from the amount applied for)
 ARCHITECT: [Signature]
 By: [Signature] Date: June 1, 2015
 This certificate is not negotiable. THE AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without

Bejar Construction, Inc.
 6326 S.W. 191 Avenue
 Pembroke Pines, Florida 33332

Village of Biscayne Park
 Annex Building
 Project No. 05004-02

ATTACHMENT " B "

37	Lighting Package / Installation	\$ 123,000.00		\$ 64,480.00		\$ 64,480.00	52%	\$ 58,520.00	\$ 6,448.00
C.O. #01	Fire Rated Door Closers	\$ 1,925.81				\$ -	0%	\$ 1,925.81	\$ -
C.O. #02	Site Work Revision As Per Revision Dated March 10, 2015	\$ 41,531.85				\$ -	0%	\$ 41,531.85	\$ -
C.O. #03	Credit for Tile Work In The Bathrooms	\$ (1,063.50)				\$ -	0%	\$ (1,063.50)	\$ -
C.O. #04	Additional Cabinetry as Per Owners Request	\$ 8,110.70				\$ -	0%	\$ 8,110.70	\$ -
C.O. #05	Water Main Line Modification Per FDOT Standards	\$ 9,241.50		\$ 9,241.50		\$ 9,241.50	100%	\$ -	\$ 924.15
	Total:	\$ 893,224.36	\$ 230,756.00	\$ 209,147.50	\$ -	\$ 439,903.50	49%	\$ 453,320.86	\$ 43,990.35

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G703

(Instructions on reverse side)

PAGE ONE OF PAGES

TO: (OWNER): Village of Biscayne Park
 Village Hall Annex Building
 640 N.E. 114th Street
 Village of Biscayne Park

PROJECT: Public Safety and Administration Annex
 Project No. 2014-04

APPLICATION NO: -5 006
 PERIOD TO: 6/22/2015

Distribution to:
 OWNER
 ARCHITECT
 CONTRACTOR

FROM (CONTRACTOR):
 Bejar Construction, Inc.
 8326 S.W. 191st Avenue
 Pembroke Pines, Florida 33332
 CONTRACT FOR:

VIA (ARCHITECT):

ARCHITECT'S
 PROJECT NO: 2014-04

CONTRACT DATE: 1/8/2015

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for Payment, as shown below, in connection with the Contract.
 Continuation Sheet, AIA Document G703, is attached

CHANGE ORDER SUMMARY		ADDITIONS	DEDUCTIONS
Change Orders approved in previous months by Owner			
TOTAL			
Approved this Month			
Number	Date Approved		
1	3/16/2015	\$ 1,925.81	
2	4/30/2015	\$ 41,531.85	
3	4/30/2015	\$ (1,063.50)	
4	5/7/2015	\$ 8,110.70	
5	5/15/2015	\$ 9,241.50	
6			
7			
8			
9			
10			
11			
12			
TOTALS		\$ 59,746.36	
Net Change by Change Orders			

1. ORIGINAL CONTRACT SUM	\$	833,478.00	
2. Net change by Change Orders.....	\$	59,746.36	
3. CONTRACT SUM TO DATE (Line 1+2).....	\$	893,224.36	
4. TOTAL COMPLETED & STORED TO DATE.....	\$	-627,985.50	622,543.50
(Column G on G703)			
5. RETAINAGE:			
a. 10% of Completed Work	\$	-62,798.55	62,254.35
(Column D+E on G703)			
b. % of Store Material	\$		
(Column F on G703)			
Total Retainage (Line 5a+5b or Total in Column I of G703).....			
6. TOTAL EARNED LESS RETAINAGE.....	\$	-565,186.95	560,289.15
(Line 4 less 5 total)			
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate).....	\$	395,913.15	
8. CURRENT PAYMENT DUE.....	\$	-169,273.80	164,376.00
9. BALANCE TO FINISH, PLUS RETAINAGE.....		-328,037.44	332,935.21
(Line 3 less Line 8)			

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by the Application for Payment has been completed in accordance with the Contract Documents, that all amount have been paid by the Contractor for work for which previous Certificates for Payment were issue and payments received from the Owner, and that current payment shown herein is now due. herein is now due. herein is now due. herein is now due.

CONTRACTOR:
 BY: *[Signature]* DATE: 6/22/15

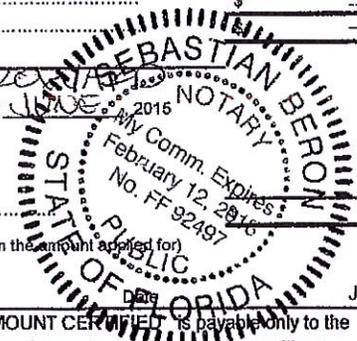
ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract documents, based on on-site observations and the date comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and

State of: FL County of: BROWARD
 Subscribed and sworn to before me this 22 day of JUNE, 2015
 Notary Public: *[Signature]*
 My Commission expires: 02/12/18

AMOUNT CERTIFIED..... 164,376.00

(Attached explanation if amount certified differs from the amount applied for)
 ARCHITECT: *[Signature]*
 By: *[Signature]* DATE: June 25, 2015
 This certificate is not negotiable. THE AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without



Bejar Construction, Inc.
 6326 S.W. 191 Avenue
 Pembroke Pines, Florida 33332

Village of Biscayne Park
 Annex Building
 Project No. 05004-02

ATTACHMENT " B "

37	Lighting Package / Installation	\$ 123,000.00	\$ 64,480.00	\$ 27,770.00		\$ 92,250.00	75%	\$ 30,750.00	\$ 9,225.00
C.O. #01	Fire Rated Door Closers	\$ 1,925.81				\$ -	0%	\$ 1,925.81	\$ -
C.O. #02	Site Work Revision As Per Revision Dated March 10, 2015	\$ 41,531.85		\$ 31,150.00		\$ 31,150.00	75%	\$ 10,381.85	\$ 3,115.00
C.O. #03	Credit for Tile Work In The Bathrooms	\$ (1,063.50)				\$ -	0%	\$ (1,063.50)	\$ -
C.O. #04	Additional Cabinetry as Per Owners Request	\$ 8,110.70				\$ -	0%	\$ 8,110.70	\$ -
C.O. #05	Water Main Line Modification Per FDOT Standards	\$ 9,241.50	\$ 9,241.50	\$ -		\$ 9,241.50	100%	\$ -	\$ 924.15
	Total:	\$ 893,224.36	\$ 439,903.50	\$ 188,082.00	\$ -	\$ 627,985.50	70%	\$ 265,238.86	\$ 62,798.55
				182,640.00		622,543.50		270,680.86	62,254.35

APPROVED FOR PAYMENT:
BUDGET CODE
302-539-58000-220-DOED
DEPARTMENT HEAD
<i>[Signature]</i>
DATE
6/25/15
FINANCE
<i>[Signature]</i>

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G703

(Instructions on reverse side)

PAGE ONE OF PAGES

TO: (OWNER): Village of Biscayne Park
 Village Hall Annex Building
 640 N.E. 114th Street
 Village of Biscayne Park

PROJECT:

Public Safety and Administration Annex
 Project No. 2014-04

APPLICATION NO: -6- 006A

PERIOD TO: 6/22/2015

Distribution to:
 OWNER
 ARCHITECT
 CONTRACTOR

FROM (CONTRACTOR):

Bejar Construction, Inc.
 6326 S.W. 191st Avenue
 Pembroke Pines, Florida 33332
 CONTRACT FOR:

VIA (ARCHITECT):

ARCHITECT'S
 PROJECT NO: 2014-04

CONTRACT DATE: 1/8/2015

CONTRACTOR'S APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY		ADDITIONS	DEDUCTIONS
Change Orders approved in previous months by Owner			
TOTAL			
Approved this Month			
Number	Date Approved		
1	3/16/2015	\$ 1,925.81	
2	4/30/2015	\$ 41,531.85	
3	4/30/2015	\$ (1,063.50)	
4	5/7/2015	\$ 8,110.70	
5	5/15/2015	\$ 9,241.50	
6			
7			
8			
9			
10			
11			
12			
TOTALS		\$ 59,746.36	
Net Change by Change Orders			

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by the Application for Payment has been completed in accordance with the Contract Documents, that all amount have been paid by the Contractor for work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due. herein is now due. herein is now due. herein is now due. herein is now due.

CONTRACTOR:

BY: *[Signature]* DATE: 6/22/15

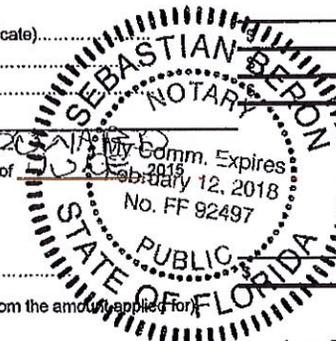
ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the date comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and

Application is made for Payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached

1. ORIGINAL CONTRACT SUM	\$	833,478.00	
2. Net change by Change Orders	\$	59,746.36	
3. CONTRACT SUM TO DATE (Line 1+2)	\$	893,224.36	
4. TOTAL COMPLETED & STORED TO DATE	\$	-627,985.50	622,543.50
(Column G on G703)			
5. RETAINAGE:			
a. 5% of Completed Work	\$	-31,389.28	31,127.17
(Column D+E on G703)			
b. ___% of Store Material	\$		
(Column F on G703)			
Total Retainage (Line 5a+5b or Total in Column I of G703)			
6. TOTAL EARNED LESS RETAINAGE	\$	596,586.23	591,416.33
(Line 4 less 5 total)			
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		-565,186.95	560,289.15
8. CURRENT PAYMENT DUE		31,389.28	31,127.18
9. BALANCE TO FINISH, PLUS RETAINAGE		-298,638.14	301,808.03
(Line 3 less Line 6)			

State of: FL County of: BROWARD
 Subscribed and sworn to before me this 22 day of JUNE, 2015. Expires February 12, 2018
 Notary Public: *[Signature]* No. FF 82497
 My Commission expires: 02/12/18



AMOUNT CERTIFIED: 31,127.18

(Attached explanation if amount certified differs from the amount applied for)

ARCHITECT: *[Signature]* Date: June 25, 2015

This certificate is not negotiable. THE AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without

Bejar Construction, Inc.
 6326 S.W. 191 Avenue
 Pembroke Pines, Florida 33332

Village of Biscayne Park
 Annex Building
 Project No. 05004-02

ATTACHMENT "B"

									\$ -
37	Lighting Package / Installation	\$ 123,000.00	\$ 92,250.00	\$ -		\$ 92,250.00	75%	\$ 30,750.00	\$ 4,612.50
C.O. #01	Fire Rated Door Closers	\$ 1,925.81				\$ -	0%	\$ 1,925.81	\$ -
C.O. #02	Site Work Revision As Per Revision Dated March 10, 2015	\$ 41,531.85	\$ 31,150.00	\$ -		\$ 31,150.00	75%	\$ 10,381.85	\$ 1,557.50
C.O. #03	Credit for Tile Work In The Bathrooms	\$ (1,063.50)				\$ -	0%	\$ (1,063.50)	\$ -
C.O. #04	Additional Cabinetry as Per Owners Request	\$ 8,110.70				\$ -	0%	\$ 8,110.70	\$ -
C.O. #05	Water Main Line Modification Per FDOT Standards	\$ 9,241.50	\$ 9,241.50	\$ -		\$ 9,241.50	100%	\$ -	\$ 462.08
	Total:	\$ 893,224.36	\$ 627,985.50	\$ -	\$ -	\$ 627,985.50	70%	\$ 265,238.86	\$ 31,399.28

APPROVED FOR PAYMENT:
BUDGET CODE
302.539 - 5800.220.00EO
DEPARTMENT HEAD
<i>[Signature]</i>
DATE
6/25/15
FINANCE
<i>[Signature]</i>

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G703

(Instructions on reverse side)

PAGE ONE OF PAGES

TO: (OWNER): Village of Biscayne Park
 Village Hall Annex Building
 640 N.E. 114th Street
 Village of Biscayne Park

PROJECT:

Public Safety and Administration Annex
 Project No. 2014-04

APPLICATION NO: 8
 PERIOD TO: 7/22/2015

Distribution to:
 OWNER
 ARCHITECT
 CONTRACTOR

FROM (CONTRACTOR):
 Bejar Construction, Inc
 6326 S.W. 191st Avenue
 Pembroke Pines, Florida 33332
 CONTRACT FOR:

VIA (ARCHITECT):

ARCHITECT'S
 PROJECT NO: 2014-04

CONTRACT DATE: 1/8/2015

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for Payment, as shown below, in connection with the Contract.
 Continuation Sheet, AIA Document G703, is attached

CHANGE ORDER SUMMARY		ADDITIONS	DEDUCTIONS
Change Orders approved in previous months by Owner	TOTAL		
Approved this Month			
Number	Date Approved		
1	3/16/2015	\$ 1,925.81	
2	4/30/2015	\$ 41,531.85	
3	4/30/2015	\$ (1,063.50)	
4	5/7/2015	\$ 8,110.70	
5	5/15/2015	\$ 9,241.50	
6	7/11/2015	\$ 3,101.69	
7	7/13/2015	\$ 562.88	
8	7/15/2015	\$ 2,124.78	
9			
10			
11			
12			
TOTALS		\$ 65,535.71	
Net Change by Change Orders			

1. ORIGINAL CONTRACT SUM	\$	833,478.00
2. Net change by Change Orders	\$	65,535.71
3. CONTRACT SUM TO DATE (Line 1+2)	\$	899,013.71
4. TOTAL COMPLETED & STORED TO DATE	\$	792,746.70 \$781,418.04
(Column G on G703)		
5. RETAINAGE:		
a. 5% of Completed Work	\$	39,697.94 \$39,070.90
(Column D+E on G703)		
b. % of Stored Material	\$	
(Column F on G703)		
BUDGET CODE		
Total Retainage (Line 5a+5b) or		
(Column G of G703)		
DEPARTMENT HEAD		
DATE		
8/14/15		
6. TOTAL EARNED LESS RETAINAGE	\$	753,109.97 \$742,347.14
(Line 4 less 5 total)		
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 5 from prior Certificate)	\$	691,416.33
8. CURRENT PAYMENT DUE	\$	161,693.04 \$150,930.81
9. BALANCE TO FINISH, PLUS RETAINAGE	\$	145,904.36 \$156,666.57
(Line 3 less Line 6)		

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by the Application for Payment has been completed in accordance with the Contract Documents, that all amount have been paid by the Contractor for work for which previous Certificates for Payment were issue and payments received from the Owner, and that current payment shown herein is now due. herein is now due. herein is now due. herein is now due.

CONTRACTOR:
 BY: [Signature] DATE: 7/22/15

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract documents, based on on-site observations and the date comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and

State of: _____ County of: _____
 Subscribed and sworn to before me this _____ day of _____, 2015
 Notary Public:
 My Commission expires:

AMOUNT CERTIFIED: \$150,930.81

(Attached explanation if amount certified differs from the amount applied for)

ARCHITECT: [Signature] Date 8-3-15

This certificate is not negotiable. THE AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G703

(Instructions on reverse side)

PAGE ONE OF PAGES

TO: (OWNER): Village of Biscayne Park
 Village Hall Annex Building
 640 N.E. 114th Street
 Village of Biscayne Park

PROJECT:

Public Safety and Administration Annex
 Project No. 2014-04

APPLICATION NO:

Q. 2m

PERIOD TO: 7/22/2015

Distribution to:
 OWNER
 ARCHITECT
 CONTRACTOR

FROM (CONTRACTOR):

Bejar Construction, Inc.
 6326 S.W. 191st Avenue
 Pembroke Pines, Florida 33332
 CONTRACT FOR:

VIA (ARCHITECT):

ARCHITECT'S
 PROJECT NO: 2014-04

CONTRACT DATE: 1/8/2015

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for Payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached

CHANGE ORDER SUMMARY		ADDITIONS	DEDUCTIONS
Change Orders approved in previous months by Owner			
TOTAL			
Approved this Month			
Number	Date Approved		
1	3/16/2015	\$ 1,925.81	
2	4/30/2015	\$ 41,531.85	
3	4/30/2015	\$ (1,063.50)	
4	5/7/2015	\$ 8,110.70	
5	5/15/2015	\$ 9,241.50	
6	7/11/2015	\$ 3,101.69	
7	7/13/2015	\$ 562.88	
8	7/15/2015	\$ 2,124.78	
9	7/23/2015	\$ 2,472.48	
10			
11			
12			
TOTALS		\$ 68,008.19	
Net Change by Change Orders			

1. ORIGINAL CONTRACT SUM	\$	833,478.00
2. Net change by Change Orders	\$	68,008.19
3. CONTRACT SUM TO DATE (Line 1+2)	\$	901,486.19
4. TOTAL COMPLETED & STORED TO DATE	\$	899,766.19 \$ 889,803.81

APPROVED FOR PAYMENT
 BUDGET CODE
 DEPARTMENT HEAD
 DATE: 8/17/15
 FINANCE

5. RETAINAGE:	(Column G on G703)	
a. 5% of Completed Work	\$	44,988.31 \$ 44,490.19
b. % of Store Material	(Column D+E on G703)	\$
Total Retainage (Line 5a+5b or Total in Column of G703)	(Column F on G703)	
6. TOTAL EARNED LESS RETAINAGE		\$ 854,777.88 \$ 845,313.62
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		\$ 742,347.14
8. CURRENT PAYMENT DUE		\$ 112,430.74 \$ 102,966.48
9. BALANCE TO FINISH, PLUS RETAINAGE		\$ 46,708.31 \$ 56,172.57

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by the Application for Payment has been completed in accordance with the Contract Documents, that all amount have been paid by the Contractor for work for which previous Certificates for Payment were issue and payments received from the Owner, and that current payment shown herein is now due. herein is now due. herein is now due. herein is now due. herein is now due.

CONTRACTOR:

BY: *[Signature]* DATE: 8/17/15

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract documents, based on on-site observations and the date comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and

State of: County of:
 Subscribed and sworn to before me this ___ day of _____, 2015
 Notary Public:
 My Commission expires:

AMOUNT CERTIFIED: \$ 102,966.48

(Attached explanation if amount certified differs from the amount applied for)

ARCHITECT:
 By: *[Signature]* Date August 19, 2015

This certificate is not negotiable. THE AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G703

(Instructions on reverse side)

PAGE ONE OF PAGES

TO: (OWNER): Village of Biscayne Park
 Village Hall Annex Building
 640 N.E. 114th Street
 Village of Biscayne Park

PROJECT:

Public Safety and Administration Annex
 Project No. 2014-04

APPLICATION NO: 10
 PERIOD TO: 1/14/2016

Distribution to:
 OWNER
 ARCHITECT
 CONTRACTOR

FROM (CONTRACTOR):
 Bejar Construction, Inc.
 6326 S.W. 191st Avenue
 Pembroke Pines, Florida 33332
 CONTRACT FOR:

VIA (ARCHITECT):

ARCHITECT'S
 PROJECT NO: 2014-04

CONTRACT DATE: 1/8/2015

CONTRACTOR'S APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY		ADDITIONS	DEDUCTIONS
Change Orders approved in previous months by Owner	TOTAL		
Approved this Month			
Number	Date Approved		
1	3/16/2015	\$ 1,925.81	
2	4/30/2015	\$ 41,531.85	
3	4/30/2015	\$ (1,063.50)	
4	5/7/2015	\$ 8,110.70	
5	5/15/2015	\$ 9,241.50	
6	7/11/2015	\$ 3,101.69	
7	7/13/2015	\$ 562.88	
8	7/15/2015	\$ 2,124.78	
9	7/23/2015	\$ 2,472.48	
10	8/31/2015	\$ (1,269.00)	
11	8/31/2015	\$ (9,600.00)	
12	8/31/2015	\$ (800.00)	
TOTALS		\$ 56,339.19	
Net Change by Change Orders			

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by the Application for Payment has been completed in accordance with the Contract Documents, that all amount have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due, herein is now due, herein is now due, herein is now due, herein is now due.

CONTRACTOR:
 BY: [Signature] DATE: 1/14/16

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract documents, based on on-site observations and the date comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and

Application is made for Payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached

1. ORIGINAL CONTRACT SUM	\$ 833,478.00
2. Net change by Change Orders	\$ 56,339.19
3. CONTRACT SUM TO DATE (Line 1+2)	\$ 889,817.19
4. TOTAL COMPLETED & STORED TO DATE	\$ 889,817.19
(Column G on G703)	
5. RETAINAGE:	
a. 10% of Completed Work	\$ _____
(Column D+E on G703)	
b. ____% of Store Material	\$ _____
(Column F on G703)	
Total Retainage (Line 5a+5b or Total in Column I of G703)	_____
6. TOTAL EARNED LESS RETAINAGE	\$ 889,817.19
(Line 4 less 5 total)	
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$ 845,313.62
8. CURRENT PAYMENT DUE	\$ 44,503.57
9. BALANCE TO FINISH, PLUS RETAINAGE	\$ _____
(Line 3 less Line 8)	

State of: _____ County of: _____
 Subscribed and sworn to before me this ____ day of _____, 2016
 Notary Public:
 My Commission expires: _____

AMOUNT CERTIFIED: \$ 44,503.57
 (Attached explanation if amount certified differs from the amount applied for)

ARCHITECT: [Signature]
 By: [Signature] Date JAN. 29, 2016

This certificate is not negotiable. THE AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without

[Handwritten Signature]

Bejar Construction, Inc.
 6326 S.W. 191 Avenue
 Pembroke Pines, Florida 33332

Village of Biscayne Park
 Annex Building
 Project No. 05004-02

ATTACHMENT "B"

37	Lighting Package / Installation	\$ 123,000.00	\$ 92,250.00	\$ 18,450.00	12,300	\$ 110,700.00	85% ¹	\$ 12,300.00	\$ 5,535.00
C.O. #01	Fire Rated Door Closers	\$ 1,925.81				\$ -	0%	\$ 1,925.81	\$ -
C.O. #02	Site Work Revision As Per Revision Dated March 10, 2015	\$ 41,531.85	\$ 31,150.00	\$ 6,300.00	4,152.07	\$ 37,450.00	85% ¹	\$ 4,081.85	\$ 1,672.50
C.O. #03	Credit for Tile Work In The Bathrooms	\$ (1,063.50)		\$ (1,063.50)		\$ (1,063.50)	100%	\$ -	\$ (53.18)
C.O. #04	Additional Cabinetry as Per Owners Request	\$ 8,110.70		\$ 8,110.70		\$ 8,110.70	100%	\$ -	\$ 405.54
C.O. #05	Water Main Line Modification Per FDOT Standards	\$ 9,241.50	\$ 9,241.50	\$ -		\$ 9,241.50	100%	\$ -	\$ 462.08
C.O. #06	H.V.A.C. Modification	\$ 3,101.69		\$ 3,101.69		\$ 3,101.69	100%	\$ -	\$ 155.08
C.O. #07	Property Room Reinforcement	\$ 562.88		\$ 562.88		\$ 562.88	100%	\$ -	\$ 28.14
C.O. #08	Pocket Door @ Finance Room	\$ 2,124.78		\$ 2,124.78	1,912.30	\$ 2,124.78	90% ¹	\$ -	\$ 106.24
	Total:	\$ 899,013.71	\$ 622,543.50	\$ 170,203.20	\$ -	\$ 792,746.70	88%	\$ 106,267.01	\$ 39,637.34

$\$ 158,874.54$ $\$ 781,418.04$ 88% $\$ 117,595.01$ $\$ 39,070.90$

37	Lighting Package / Installation	\$ 123,000.00	\$ 123,000.00	\$ -	\$ 123,000.00	100%	\$ -	\$ -
C.O. #01	Fire Rated Door Closers	\$ 1,925.81	\$ 1,925.81	\$ -	\$ 1,925.81	100%	\$ -	\$ -
C.O. #02	Site Work Revision As Per Revision Dated March 10, 2015	\$ 41,531.85	\$ 35,302.07	\$ 6,229.78	\$ 41,531.85	100%	\$ -	\$ -
C.O. #03	Credit for Tile Work In The Bathrooms	\$ (1,063.50)	\$ (1,063.50)	\$ -	\$ (1,063.50)	100%	\$ -	\$ -
C.O. #04	Additional Cabinetry as Per Owners Request	\$ 8,110.70	\$ 8,110.70	\$ -	\$ 8,110.70	100%	\$ -	\$ -
C.O. #05	Water Main Line Modification Per FDOT Standards	\$ 9,241.50	\$ 9,241.50	\$ -	\$ 9,241.50	100%	\$ -	\$ -
C.O. #06	H.V.A.C. Modification	\$ 3,101.69	\$ 3,101.69	\$ -	\$ 3,101.69	100%	\$ -	\$ -
C.O. #07	Property Room Reinforcement	\$ 562.88	\$ 562.88	\$ -	\$ 562.88	100%	\$ -	\$ -
C.O. #08	Pocket Door @ Finance Room	\$ 2,124.78	\$ 2,124.78	\$ -	\$ 2,124.78	100%	\$ -	\$ -
C.O. #09	Additional Electrical Work	\$ 2,472.48	\$ 2,472.48	\$ -	\$ 2,472.48	100%	\$ -	\$ -
C.O. #10	Credit for Marker Boards	\$ (1,269.00)	\$ -	\$ (1,269.00)	\$ (1,269.00)	100%	\$ -	\$ -
	Credit to the Village for Liquidated Damages	\$ (9,600.00)	\$ -	\$ (9,600.00)	\$ (9,600.00)	100%	\$ -	\$ -
	Credit for the Oolite Curb at Entrance (40lf at \$20.00lf)	\$ (800.00)	\$ -	\$ (800.00)	\$ (800.00)	100%	\$ -	\$ -
	Total:	\$ 889,817.19	\$ 889,803.81	\$ 13.38	\$ 889,817.19	100%	\$ -	\$ -

TO OWNER/CLIENT:
Village of Biscayne Park
640 NE 114 Street
Biscayne Park, Florida 33161

PROJECT:
Log Cabin
640 NE 114 St
Biscayne Park, Florida 33161

APPLICATION NO: 1
INVOICE NO: 1
PERIOD: 06/01/15 - 06/30/15
PROJECT NO:
CONTRACT DATE: 06/02/2015

DISTRIBUTION TO:

FROM CONTRACTOR:
McKenzie Construction
2247 NW 17th Avenue
Miami, 33142

VIA ARCHITECT/ENGINEER:
Richard J. Heisenbottle (RJ Heisenbottle
Architects)

CONTRACT FOR: Log Cabin Prime Contract
CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet is attached.

1. Original Contract Sum	\$520,333.00
2. Net change by change orders	\$0.00
3. Contract sum to date (line 1 ± 2)	\$520,333.00
4. Total completed and stored to date (Column G on G703)	\$78,049.95
5. Retainage:	
a. 10.00% of completed work:	\$7,805.01
b. 0.00% of stored material:	\$0.00
Total retainage (Line 5a + 5b or total in column I of G702)	\$7,805.01
6. Total earned less retainage (Line 4 less Line 5 Total)	\$70,244.94
7. Less previous certificates for payment (Line 6 from prior certificate)	\$0.00
8. Current payment due:	\$70,244.94
9. Balance to finish, including retainage (Line 3 less Line 6)	\$450,088.06

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner/Client:	\$0.00	\$0.00
Total approved this Month:	\$0.00	\$0.00
Totals:	\$0.00	\$0.00
Net change by change orders:	\$0.00	

The undersigned certifies that to the best of the Contractor's knowledge, information and belief, the Work covered by this Application for Payment has been completed in accordance with the Contract documents, that all amounts have been paid by the Contractor for Work which previous Certificates for payment were issued and payments received from the Owner/Client, and that current payments shown herein is now due.

CONTRACTOR: McKenzie Construction

By: [Signature]

Date: 6/9/15

State of: FLORIDA

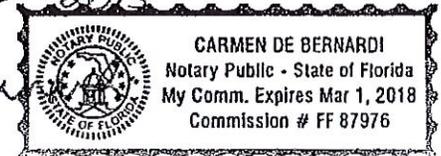
County of: MIAMI-DADE

Subscribed and sworn to before

me this 9th day of June 2015

Notary Public: [Signature]

My commission expires:



ARCHITECT'S/ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on the on-site observations and the data comprising this application, the Architect/Engineer certifies to the Owner/Client that to the best of the Architect's/Engineer's knowledge, information and belief that Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED: \$70,244.94

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to confirm to the amount certified)

ARCHITECT/ENGINEER:

By: [Signature]

Date: 6/10/15

CESAR DIAZ

This certificate is not negotiable. The amount certified is payable only to the contract named herein. Issuance, payment and acceptance of payment are without prejudice to the rights of the Owner/Client or Contractor under this Contract.

[Signature]

ITEM NO.	COST CODE	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
				FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
20	10-100610 - Interior Signage	Bathroom Signage	\$150.00	\$0.00	\$22.50	\$0.00	\$22.50	15.00%	\$127.50	\$2.25
21	10-102800 - Bathroom & Laundry Accessories		\$3,300.00	\$0.00	\$495.00	\$0.00	\$495.00	15.00%	\$2,805.00	\$49.50
22	10-104400 - Fire Extinguishers		\$50.00	\$0.00	\$7.50	\$0.00	\$7.50	15.00%	\$42.50	\$0.75
23	21-210000 - Fire Sprinklers		\$12,590.00	\$0.00	\$1,888.50	\$0.00	\$1,888.50	15.00%	\$10,701.50	\$188.85
24	22-220000 - Plumbing	Plumbing and fixtures	\$5,700.00	\$0.00	\$855.00	\$0.00	\$855.00	15.00%	\$4,845.00	\$85.50
25	23-231000 - HVAC		\$17,500.00	\$0.00	\$2,625.00	\$0.00	\$2,625.00	15.00%	\$14,875.00	\$262.50
26	26-261000 - Electrical		\$77,300.00	\$0.00	\$11,595.00	\$0.00	\$11,595.00	15.00%	\$65,705.00	\$1,159.50
27	360010 - Overhead and Profit	Construction fee	\$36,375.00	\$0.00	\$5,456.25	\$0.00	\$5,456.25	15.00%	\$30,918.75	\$545.63
28	360020 - General Liability and Worker's Comp	Insurance	\$7,500.00	\$0.00	\$1,125.00	\$0.00	\$1,125.00	15.00%	\$6,375.00	\$112.50
TOTALS:			\$520,333.00	\$0.00	\$78,049.95	\$0.00	\$78,049.95	15.00%	\$442,283.05	\$7,805.01

Grand Totals

ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
GRAND TOTALS:		\$520,333.00	\$0.00	\$78,049.95	\$0.00	\$78,049.95	15.00%	\$442,283.05	\$7,805.01

DOCUMENT G703 - APPLICATION AND CERTIFICATE FOR PAYMENT

APPROVED FOR PAYMENT:
BUDGET CODE
DEPARTMENT HEAD
<i>[Signature]</i>
DATE 6/10/15
FINANCE <i>[Signature]</i>

TO OWNER/CLIENT:
 Village of Biscayne Park
 640 NE 114 Street
 Biscayne Park, Florida 33161

PROJECT:
 Log Cabin
 840 NE 114 St
 Biscayne Park, Florida 33161

APPLICATION NO: 2
 INVOICE NO: 2
 PERIOD: 07/01/15 - 07/31/15
 PROJECT NO:
 CONTRACT DATE: 08/12/2015

DISTRIBUTION TO:

FROM CONTRACTOR:
 McKenzie Construction
 2247 NW 17th Avenue
 Miami, 33142

VIA ARCHITECT/ENGINEER:
 Richard J. Heisenbottle (RJ Heisenbottle
 Architects)

**CONTRACT FOR: Log Cabin Prime Contract
 CONTRACTOR'S APPLICATION FOR PAYMENT**

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet is attached.

1. Original Contract Sum	\$520,333.00
2. Net change by change orders	\$2,457.80
3. Contract sum to date (line 1 ± 2)	\$522,790.80
4. Total completed and stored to date (Column G on G703)	\$260,799.55
5. Retainage:	
a. 10.00% of completed work:	\$26,079.98
b. 0.00% of stored material:	\$0.00
Total retainage (Line 5a + 5b or total in column I of G702)	\$26,079.98
6. Total earned less retainage (Line 4 less Line 5 Total)	\$234,719.57
7. Less previous certificates for payment (Line 6 from prior certificate)	\$70,244.94
8. Current payment due:	\$164,474.63
9. Balance to finish, including retainage (Line 3 less Line 6)	\$288,071.23

The undersigned certifies that to the best of the Contractor's knowledge, information and belief, the Work covered by this Application for Payment has been completed in accordance with the Contract documents, that all amounts have been paid by the Contractor for Work which previous Certificates for payment were issued and payments received from the Owner/Client, and that current payments shown herein is now due.

CONTRACTOR: McKenzie Construction

By: _____

Date: 7-27-15

State of: Florida
 County of: Miami-Dade

Subscribed and sworn to before
 me this 27th day of July, 2015

Notary Public: Bentley Balzebre
 My commission expires:



ARCHITECT'S/ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on the on-site observations and the data comprising this application, the Architect/Engineer certifies to the Owner/Client that to the best of the Architect's/Engineer's knowledge, information and belief that Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED: \$164,474.63

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to confirm to the amount certified)

ARCHITECT/ENGINEER:

By: _____

Date: 7/29/2015

This certificate is not negotiable. The amount certified is payable only to the contract named herein. Issuance, payment and acceptance of payment are without prejudice to the rights of the Owner/Client or Contractor under this Contract.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner/Client:	\$0.00	\$0.00
Total approved this Month:	\$2,457.80	\$0.00
Totals:	\$2,457.80	\$0.00
Net change by change orders:	\$2,457.80	

A ITEM NO.	B COST CODE	C DESCRIPTION OF WORK	D SCHEDULED VALUE	E WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H % (G / C)	I BALANCE TO FINISH (C - G)	J RETAINAGE
				FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
20	10-100610 - Interior Signage	Bathroom Signage	\$150.00	\$22.50	\$0.00	\$0.00	\$22.50	15.00%	\$127.50	\$2.25
21	10-102800 - Bathroom & Laundry Accessories		\$3,300.00	\$495.00	\$0.00	\$0.00	\$495.00	15.00%	\$2,805.00	\$49.50
22	10-104400 - Fire Extinguishers		\$50.00	\$7.50	\$0.00	\$0.00	\$7.50	15.00%	\$42.50	\$0.75
23	21-210000 - Fire Sprinklers		\$12,590.00	\$1,888.50	\$1,259.00	\$0.00	\$3,147.50	25.00%	\$9,442.50	\$314.75
24	22-220000 - Plumbing	Plumbing and fixtures	\$5,700.00	\$855.00	\$570.00	\$0.00	\$1,425.00	25.00%	\$4,275.00	\$142.50
25	23-231000 - HVAC		\$17,500.00	\$2,625.00	\$1,750.00	\$0.00	\$4,375.00	25.00%	\$13,125.00	\$437.50
26	26-261000 - Electrical		\$77,300.00	\$11,595.00	\$27,055.00	\$0.00	\$38,650.00	50.00%	\$38,650.00	\$3,865.00
27	360010 - Overhead and Profit	Construction fee	\$36,375.00	\$5,456.25	\$3,637.50	\$0.00	\$9,093.75	25.00%	\$27,281.25	\$909.38
28	360020 - General Liability and Worker's Comp	Insurance	\$7,500.00	\$1,125.00	\$750.00	\$0.00	\$1,875.00	25.00%	\$5,625.00	\$187.50
TOTALS:			\$520,333.00	\$78,049.95	\$181,092.05	\$0.00	\$259,142.00	49.80%	\$261,191.00	\$25,914.22

Whole Change Order Packages

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H % (G / C)	I BALANCE TO FINISH (C - G)	J RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
29	PCCO#002: Waste Line Replacement	\$1,390.80	\$0.00	\$1,390.80	\$0.00	\$1,390.80	100.00%	\$0.00	\$139.08
30	PCCO#001: Change Order #1: Bond Difference	\$1,067.00	\$0.00	\$266.75	\$0.00	\$266.75	25.00%	\$800.25	\$26.68
TOTALS:		\$2,457.80	\$0.00	\$1,657.55	\$0.00	\$1,657.55	67.44%	\$800.25	\$165.76

Grand Totals

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H % (G / C)	I BALANCE TO FINISH (C - G)	J RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
GRAND TOTALS:		\$522,790.80	\$78,049.95	\$182,749.60	\$0.00	\$260,799.55	49.89%	\$261,991.25	\$26,079.98

Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.
Use Column I on Contracts where variable retainage for line items apply.

APPLICATION NUMBER: 2
APPLICATION DATE: 07/24/2015
PERIOD: 07/01/15 - 07/31/15

ARCHITECTS/ENGINEERS PROJECT NO:

Contract Lines

ITEM NO.	COST CODE	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
				FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
1	01-000900 - Warranty	P & P Bond	\$10,200.00	\$1,530.00	\$1,020.00	\$0.00	\$2,550.00	25.00%	\$7,650.00	\$255.00
2	01-006000 - Protection and Safety Materials	Safety	\$743.00	\$111.45	\$74.30	\$0.00	\$185.75	25.00%	\$557.25	\$18.58
3	01-013100 - Project Management		\$39,910.00	\$5,986.50	\$3,991.00	\$0.00	\$9,977.50	25.00%	\$29,932.50	\$997.75
4	01-015100 - Temporary Power	Utilities	\$6,240.00	\$936.00	\$624.00	\$0.00	\$1,560.00	25.00%	\$4,680.00	\$156.00
5	01-015310 - Temp Toilets		\$3,830.00	\$574.50	\$383.00	\$0.00	\$957.50	25.00%	\$2,872.50	\$95.75
6	01-015540 - Testing, Soil Treatment	Termite Treatment	\$750.00	\$112.50	\$75.00	\$0.00	\$187.50	25.00%	\$562.50	\$18.75
7	01-016600 - Daily Clean-up	Daily and Final Cleaning	\$4,320.00	\$648.00	\$432.00	\$0.00	\$1,080.00	25.00%	\$3,240.00	\$108.00
8	02-027000 - Pavers	Asphalt paving, Concrete paving, Sidewalks & Curbs, Signage & Markings	\$5,000.00	\$750.00	\$0.00	\$0.00	\$750.00	15.00%	\$4,250.00	\$75.00
9	02-028000 - Demolition		\$29,000.00	\$4,350.00	\$24,650.00	\$0.00	\$29,000.00	100.00%	\$0.00	\$2,900.00
10	03-033000 - Concrete Cast In Place	Concrete work and foundation pier	\$14,550.00	\$2,182.50	\$12,367.50	\$0.00	\$14,550.00	100.00%	\$0.00	\$1,455.00
11	03-039000 - Concrete Restoration & Cleaning	Stone Curb repairs	\$750.00	\$112.50	\$0.00	\$0.00	\$112.50	15.00%	\$637.50	\$11.25
12	05-055000 - Metal Railings	Aluminum Handrails	\$2,100.00	\$315.00	\$0.00	\$0.00	\$315.00	15.00%	\$1,785.00	\$31.50
13	06-061000 - Rough Carpentry	Foundation Carpentry Repairs	\$7,500.00	\$1,125.00	\$4,500.00	\$0.00	\$5,625.00	75.00%	\$1,875.00	\$562.50
14	06-061010 - Wood Trusses	New Timber and Log Structural Works	\$90,000.00	\$13,500.00	\$54,000.00	\$0.00	\$67,500.00	75.00%	\$22,500.00	\$6,750.00
15	06-064000 - Millwork	Existing timber repair and hardware	\$4,200.00	\$630.00	\$2,520.00	\$0.00	\$3,150.00	75.00%	\$1,050.00	\$315.00
16	06-068000 - Wood Paneling	Roof Sheathing and Cabinetry	\$9,975.00	\$1,496.25	\$3,491.25	\$0.00	\$4,987.50	50.00%	\$4,987.50	\$498.76
17	07-074000 - Modified Roofing	Roofing Shakes and Insulation	\$31,350.00	\$4,702.50	\$3,135.00	\$0.00	\$7,837.50	25.00%	\$23,512.50	\$783.75
18	08-081500 - Wood Doors & Frames	Hartman wood doors and windows	\$78,350.00	\$11,752.50	\$27,422.50	\$0.00	\$39,175.00	50.00%	\$39,175.00	\$3,917.50
19	09-096200 - Wood Floor	Reclaimed River wood flooring	\$21,100.00	\$3,165.00	\$7,385.00	\$0.00	\$10,550.00	50.00%	\$10,550.00	\$1,055.00

TO OWNER/CLIENT:
 Village of Biscayne Park
 640 NE 114 Street
 Biscayne Park, Florida 33161

PROJECT:
 Log Cabin
 640 NE 114 St
 Biscayne Park, Florida 33161

APPLICATION NO: 3
 INVOICE NO: 3
 PERIOD: 08/01/15 - 08/31/15
 PROJECT NO:
 CONTRACT DATE: 06/12/2015

DISTRIBUTION TO:

FROM CONTRACTOR:
 McKenzie Construction
 2247 NW 17th Avenue
 Miami, 33142

VIA ARCHITECT/ENGINEER:
 Richard J. Heisenbottle (RJ Heisenbottle
 Architects)

**CONTRACT FOR: Log Cabin Prime Contract
 CONTRACTOR'S APPLICATION FOR PAYMENT**

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet is attached.

1. Original Contract Sum	\$520,333.00
2. Net change by change orders	(\$50,177.63)
3. Contract sum to date (line 1 ± 2)	\$470,155.37
4. Total completed and stored to date (Column G on G703)	\$339,767.62
5. Retainage:	
a. 5.00% of completed work:	\$16,988.38
b. 0.00% of stored material:	\$0.00
Total retainage (Line 5a + 5b or total in column I of G702)	\$16,988.38
6. Total earned less retainage (Line 4 less Line 5 Total)	\$322,779.24
7. Less previous certificates for payment (Line 6 from prior certificate)	\$234,719.57
8. Current payment due:	\$88,059.67
9. Balance to finish, including retainage (Line 3 less Line 6)	\$147,376.13

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner/Client:	\$2,457.80	\$0.00
Total approved this Month:	\$21,364.57	(\$74,000.00)
Totals:	\$23,822.37	(\$74,000.00)
Net change by change orders:	(\$50,177.63)	

The undersigned certifies that to the best of the Contractor's knowledge, information and belief, the Work covered by this Application for Payment has been completed in accordance with the Contract documents, that all amounts have been paid by the Contractor for Work which previous Certificates for payment were issued and payments received from the Owner/Client, and that current payments shown herein is now due.

CONTRACTOR: McKenzie Construction
 By: _____ Date: 8-21-15

State of: Florida
 County of: Miami Dade

Subscribed and sworn to before me this 21st day of Aug 2015

Notary Public: Bentley Balzbre
 My commission expires: _____



ARCHITECT'S/ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on the on-site observations and the data comprising this application, the Architect/Engineer certifies to the Owner/Client that to the best of the Architect's/Engineer's knowledge, information and belief that Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED: \$88,059.67

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to confirm to the amount certified)

ARCHITECT/ENGINEER: _____
 By: _____ Date: 8/25/2015

This certificate is not negotiable. The amount certified is payable only to the contract named herein. Issuance, payment and acceptance of payment are without prejudice to the rights of the Owner/Client or Contractor under this Contract.

Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.
Use Column I on Contracts where variable retainage for line items apply.

APPLICATION NUMBER: 3
APPLICATION DATE: 08/25/2015
PERIOD: 08/01/15 - 08/31/15
ARCHITECTS/ENGINEERS PROJECT NO:

Contract Lines

ITEM NO.	COST CODE	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
				FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
1	01-000900 - Warranty	P & P Bond	\$10,200.00	\$2,550.00	\$2,550.00	\$0.00	\$5,100.00	50.00%	\$5,100.00	\$255.00
2	01-006000 - Protection and Safety Materials	Safety	\$743.00	\$185.75	\$185.75	\$0.00	\$371.50	50.00%	\$371.50	\$18.58
3	01-013100 - Project Management		\$39,910.00	\$9,977.50	\$9,977.50	\$0.00	\$19,955.00	50.00%	\$19,955.00	\$997.75
4	01-015100 - Temporary Power	Utilities	\$6,240.00	\$1,560.00	\$1,560.00	\$0.00	\$3,120.00	50.00%	\$3,120.00	\$156.00
5	01-015310 - Temp Toilets		\$3,830.00	\$957.50	\$957.50	\$0.00	\$1,915.00	50.00%	\$1,915.00	\$95.75
6	01-015540 - Testing, Soil Treatment	Termite Treatment	\$750.00	\$187.50	\$562.50	\$0.00	\$750.00	100.00%	\$0.00	\$37.50
7	01-016600 - Daily Clean-up	Daily and Final Cleaning	\$4,320.00	\$1,080.00	\$1,080.00	\$0.00	\$2,160.00	50.00%	\$2,160.00	\$108.00
8	02-027000 - Pavers	Asphalt paving, Concrete paving, Sidewalks & Curbs, Signage & Markings	\$5,000.00	\$750.00	\$750.00	\$0.00	\$1,500.00	30.00%	\$3,500.00	\$75.00
9	02-028000 - Demolition		\$29,000.00	\$29,000.00	\$0.00	\$0.00	\$29,000.00	100.00%	\$0.00	\$1,450.00
10	03-033000 - Concrete Cast In Place	Concrete work and foundation pier	\$14,550.00	\$14,550.00	\$0.00	\$0.00	\$14,550.00	100.00%	\$0.00	\$727.50
11	03-039000 - Concrete Restoration & Cleaning	Stone Curb repairs	\$750.00	\$112.50	\$0.00	\$0.00	\$112.50	15.00%	\$637.50	\$5.62
12	05-055000 - Metal Railings	Aluminum Handrails	\$2,100.00	\$315.00	\$0.00	\$0.00	\$315.00	15.00%	\$1,785.00	\$15.75
13	06-061000 - Rough Carpentry	Foundation Carpentry Repairs	\$7,500.00	\$5,625.00	\$1,875.00	\$0.00	\$7,500.00	100.00%	\$0.00	\$375.00
14	06-061010 - Wood Trusses	New Timber and Log Structural Works	\$90,000.00	\$67,500.00	\$22,500.00	\$0.00	\$90,000.00	100.00%	\$0.00	\$4,500.00
15	06-064000 - Millwork	Existing timber repair and hardware	\$4,200.00	\$3,150.00	\$630.00	\$0.00	\$3,780.00	90.00%	\$420.00	\$189.00
16	06-068000 - Wood Paneling	Roof Sheathing and Cabinetry	\$9,975.00	\$4,987.50	\$0.00	\$0.00	\$4,987.50	50.00%	\$4,987.50	\$249.38
17	07-074000 - Modified Roofing	Roofing Shakes and Insulation	\$31,350.00	\$7,837.50	\$0.00	\$0.00	\$7,837.50	25.00%	\$23,512.50	\$391.87
18	08-081500 - Wood Doors & Frames	Hartman wood doors and windows	\$78,350.00	\$39,175.00	\$34,825.00	\$0.00	\$74,000.00	94.45%	\$4,350.00	\$0.00
19	09-096200 - Wood Floor	Reclaimed River wood flooring	\$21,100.00	\$10,550.00	\$1,055.00	\$0.00	\$11,605.00	55.00%	\$9,495.00	\$580.25

ITEM NO.	COST CODE	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
				FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
				20	10-100610 - Interior Signage					
21	10-102800 - Bathroom & Laundry Accessories		\$3,300.00	\$495.00	\$0.00	\$0.00	\$495.00	15.00%	\$2,805.00	\$24.75
22	10-104400 - Fire Extinguishers		\$50.00	\$7.50	\$0.00	\$0.00	\$7.50	15.00%	\$42.50	\$0.37
23	21-210000 - Fire Sprinklers		\$12,590.00	\$3,147.50	\$5,000.00	\$0.00	\$8,147.50	64.71%	\$4,442.50	\$407.37
24	22-220000 - Plumbing	Plumbing and fixtures	\$5,700.00	\$1,425.00	\$3,420.00	\$0.00	\$4,845.00	85.00%	\$855.00	\$242.25
25	23-231000 - HVAC		\$17,500.00	\$4,375.00	\$7,000.00	\$0.00	\$11,375.00	65.00%	\$6,125.00	\$568.75
26	26-261000 - Electrical		\$77,300.00	\$38,650.00	\$19,325.00	\$0.00	\$57,975.00	75.00%	\$19,325.00	\$2,898.75
27	360010 - Overhead and Profit	Construction fee	\$36,375.00	\$9,093.75	\$14,550.00	\$0.00	\$23,643.75	65.00%	\$12,731.25	\$1,182.19
28	360020 - General Liability and Worker's Comp	Insurance	\$7,500.00	\$1,875.00	\$3,000.00	\$0.00	\$4,875.00	65.00%	\$2,625.00	\$243.75
TOTALS:			\$520,333.00	\$259,142.00	\$130,803.25	\$0.00	\$389,945.25	74.94%	\$130,387.75	\$15,797.25

Whole Change Order Packages

ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
			29	PCCO#002: Waste Line Replacement					
30	PCCO#001: Change Order #1: Bond Difference	\$1,067.00	\$266.75	\$800.25	\$0.00	\$1,067.00	100.00%	\$0.00	\$53.35
31	PCCO#004: Additional Log Replacement	\$10,596.15	\$0.00	\$10,596.15	\$0.00	\$10,596.15	100.00%	\$0.00	\$529.81
32	PCCO#005: Roof Upper Layer Removal	\$3,323.32	\$0.00	\$3,323.32	\$0.00	\$3,323.32	100.00%	\$0.00	\$166.17
33	PCCO#006: Slab Replacement	\$7,445.10	\$0.00	\$7,445.10	\$0.00	\$7,445.10	100.00%	\$0.00	\$372.26
34	PCCO#007: Credit for Doors and Windows Materials	(\$74,000.00)	\$0.00	(\$-74,000.00)	\$0.00	(\$74,000.00)	100.00%	\$0.00	\$0.00
TOTALS:		(\$50,177.63)	\$1,657.55	(\$51,835.18)	\$0.00	(\$50,177.63)	100.00%	\$0.00	\$1,191.13

Grand Totals

CONTINUATION SHEET

DOCUMENT G703

A	B	C	D		E	F	G	H		I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE	
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD						
	GRAND TOTALS:	\$470,155.37	\$260,799.55	\$78,968.07	\$0.00	\$339,767.62	72.27%	\$130,387.75	\$16,988.38	

DOCUMENT G703 - APPLICATION AND CERTIFICATE FOR PAYMENT

APPROVED FOR PAYMENT

BUDGET CODE

DEPARTMENT HEAD

DATE 8/28/11

FINANCE

TO OWNER/CLIENT:
 Village of Biscayne Park
 640 NE 114 Street
 Biscayne Park, Florida 33161

PROJECT:
 Log Cabin
 640 NE 114 St
 Biscayne Park, Florida 33161

APPLICATION NO: 4
 INVOICE NO: 4
 PERIOD: 09/01/15 - 09/30/15
 PROJECT NO:
 CONTRACT DATE: 06/12/2016

DISTRIBUTION TO:

FROM CONTRACTOR:
 McKenzie Construction
 2247 NW 17th Avenue
 Miami, 33142

VIA ARCHITECT/ENGINEER:
 Richard J. Heisenbottle (RJ Heisenbottle
 Architects)

**CONTRACT FOR: Log Cabin Prime Contract
 CONTRACTOR'S APPLICATION FOR PAYMENT**

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet is attached.

1. Original Contract Sum	\$520,333.00
2. Net change by change orders	(\$34,744.39)
3. Contract sum to date (line 1 ± 2)	\$485,588.61
4. Total completed and stored to date (Column G on G703)	\$403,642.86
5. Retainage:	
a. 5.00% of completed work:	\$20,177.17
b. 0.00% of stored material:	\$0.00
Total retainage (Line 5a + 5b or total in column I of G702)	\$20,177.17
6. Total earned less retainage (Line 4 less Line 5 Total)	\$383,365.69
7. Less previous certificates for payment (Line 6 from prior certificate)	\$322,779.24
8. Current payment due:	\$60,586.45
9. Balance to finish, including retainage (Line 3 less Line 6)	\$102,222.92

The undersigned certifies that to the best of the Contractor's knowledge, information and belief, the Work covered by this Application for Payment has been completed in accordance with the Contract documents, that all amounts have been paid by the Contractor for Work which previous Certificates for payment were issued and payments received from the Owner/Client, and that current payments shown herein is now due.

CONTRACTOR: McKenzie Construction
 By: [Signature]
 State of: _____
 County of: _____

Date: Sept 21, 2015

Subscribed and sworn to before me this 21st day of September 2015



Notary Public: [Signature]
 My commission expires: _____

ARCHITECT'S/ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on the on-site observations and the data comprising this application, the Architect/Engineer certifies to the Owner/Client that to the best of the Architect's/Engineer's knowledge, Information and belief that Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED: \$60,586.45

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to confirm to the amount certified)

ARCHITECT/ENGINEER:
 By: [Signature]

Date: 9/22/2015

This certificate is not negotiable. The amount certified is payable only to the contract named herein. Issuance, payment and acceptance of payment are without prejudice to the rights of the Owner/Client or Contractor under this Contract.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner/Client:	\$23,822.37	(\$74,000.00)
Total approved this Month:	\$15,433.24	\$0.00
Totals:	\$39,255.61	(\$74,000.00)
Net change by change orders:	(\$34,744.39)	

Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.
Use Column I on Contracts where variable retainage for line items apply.

APPLICATION NUMBER: 4
APPLICATION DATE: 09/25/2015
PERIOD: 09/01/15 - 09/30/15
ARCHITECTS/ENGINEERS PROJECT NO:

Contract Lines

A ITEM NO.	B COST CODE	C DESCRIPTION OF WORK	D SCHEDULED VALUE	E WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H % (G / C)	I BALANCE TO FINISH (C - G)	J RETAINAGE
				FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
1	01-000900 - Warranty	P & P Bond	\$10,200.00	\$5,100.00	\$2,550.00	\$0.00	\$7,650.00	75.00%	\$2,550.00	\$382.50
2	01-006000 - Protection and Safety Materials	Safety	\$743.00	\$371.50	\$185.75	\$0.00	\$557.25	75.00%	\$185.75	\$27.87
3	01-013100 - Project Management		\$39,910.00	\$19,955.00	\$9,977.50	\$0.00	\$29,932.50	75.00%	\$9,977.50	\$1,496.63
4	01-015100 - Temporary Power	Utilities	\$6,240.00	\$3,120.00	\$1,560.00	\$0.00	\$4,680.00	75.00%	\$1,560.00	\$234.00
5	01-015310 - Temp Toilets		\$3,830.00	\$1,915.00	\$957.50	\$0.00	\$2,872.50	75.00%	\$957.50	\$143.63
6	01-015540 - Testing, Soil Treatment	Termite Treatment	\$750.00	\$750.00	\$0.00	\$0.00	\$750.00	100.00%	\$0.00	\$37.50
7	01-016600 - Daily Clean-up	Daily and Final Cleaning	\$4,320.00	\$2,160.00	\$1,080.00	\$0.00	\$3,240.00	75.00%	\$1,080.00	\$162.00
8	02-027000 - Pavers	Asphalt paving, Concrete paving, Sidewalks & Curbs, Signage & Markings	\$5,000.00	\$1,500.00	\$450.00	\$0.00	\$1,950.00	39.00%	\$3,050.00	\$97.50
9	02-028000 - Demolition		\$29,000.00	\$29,000.00	\$0.00	\$0.00	\$29,000.00	100.00%	\$0.00	\$1,450.00
10	03-033000 - Concrete Cast In Place	Concrete work and foundation pier	\$14,550.00	\$14,550.00	\$0.00	\$0.00	\$14,550.00	100.00%	\$0.00	\$727.50
11	03-039000 - Concrete Restoration & Cleaning	Stone Curb repairs	\$750.00	\$112.50	\$0.00	\$0.00	\$112.50	15.00%	\$637.50	\$5.62
12	05-055000 - Metal Railings	Aluminum Handrails	\$2,100.00	\$315.00	\$0.00	\$0.00	\$315.00	15.00%	\$1,785.00	\$15.75
13	06-061000 - Rough Carpentry	Foundation Carpentry Repairs	\$7,500.00	\$7,500.00	\$0.00	\$0.00	\$7,500.00	100.00%	\$0.00	\$375.00
14	06-061010 - Wood Trusses	New Timber and Log Structural Works	\$90,000.00	\$90,000.00	\$0.00	\$0.00	\$90,000.00	100.00%	\$0.00	\$4,500.00
15	06-064000 - Millwork	Existing timber repair and hardware	\$4,200.00	\$3,780.00	\$0.00	\$0.00	\$3,780.00	90.00%	\$420.00	\$189.00
16	06-068000 - Wood Paneling	Roof Sheathing and Cabinetry	\$9,975.00	\$4,987.50	\$2,493.75	\$0.00	\$7,481.25	75.00%	\$2,493.75	\$374.07
17	07-074000 - Modified Roofing	Roofing Shakes and Insulation	\$31,350.00	\$7,837.50	\$7,000.00	\$0.00	\$14,837.50	47.33%	\$16,512.50	\$741.87
18	08-081500 - Wood Doors & Frames	Hartman wood doors and windows	\$78,350.00	\$74,000.00	\$0.00	\$0.00	\$74,000.00	94.45%	\$4,350.00	\$0.00
19	09-096200 - Wood Floor	Reclaimed River wood flooring	\$21,100.00	\$11,605.00	\$2,000.00	\$0.00	\$13,605.00	64.48%	\$7,495.00	\$680.25

ITEM NO.	COST CODE	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
				FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
				20	10-100610 - Interior Signage					
21	10-102800 - Bathroom & Laundry Accessories		\$3,300.00	\$495.00	\$700.00	\$0.00	\$1,195.00	36.21%	\$2,105.00	\$59.75
22	10-104400 - Fire Extinguishers		\$50.00	\$7.50	\$0.00	\$0.00	\$7.50	15.00%	\$42.50	\$0.37
23	21-210000 - Fire Sprinklers		\$12,590.00	\$8,147.50	\$3,000.00	\$0.00	\$11,147.50	88.54%	\$1,442.50	\$557.37
24	22-220000 - Plumbing	Plumbing and fixtures	\$5,700.00	\$4,845.00	\$0.00	\$0.00	\$4,845.00	85.00%	\$855.00	\$242.25
25	23-231000 - HVAC		\$17,500.00	\$11,375.00	\$4,000.00	\$0.00	\$15,375.00	87.86%	\$2,125.00	\$768.75
26	26-261000 - Electrical		\$77,300.00	\$57,975.00	\$8,000.00	\$0.00	\$65,975.00	85.35%	\$11,325.00	\$3,298.75
27	360010 - Overhead and Profit	Construction fee	\$36,375.00	\$23,643.75	\$3,637.50	\$0.00	\$27,281.25	75.00%	\$9,093.75	\$1,364.07
28	360020 - General Liability and Worker's Comp	Insurance	\$7,500.00	\$4,875.00	\$750.00	\$0.00	\$5,625.00	75.00%	\$1,875.00	\$281.25
TOTALS:			\$520,333.00	\$389,945.25	\$48,342.00	\$0.00	\$438,287.25	84.23%	\$82,045.75	\$18,214.37

Whole Change Order Packages

ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
			29	PCCO#002: Waste Line Replacement					
30	PCCO#001: Change Order #1: Bond Difference	\$1,067.00	\$1,067.00	\$0.00	\$0.00	\$1,067.00	100.00%	\$0.00	\$53.35
31	PCCO#004: Additional Log Replacement	\$10,596.15	\$10,596.15	\$0.00	\$0.00	\$10,596.15	100.00%	\$0.00	\$529.81
32	PCCO#005: Roof Upper Layer Removal	\$3,323.32	\$3,323.32	\$0.00	\$0.00	\$3,323.32	100.00%	\$0.00	\$166.17
33	PCCO#006: Slab Replacement	\$7,445.10	\$7,445.10	\$0.00	\$0.00	\$7,445.10	100.00%	\$0.00	\$372.26
34	PCCO#007: Credit for Doors and Windows Materials	(\$74,000.00)	(\$74,000.00)	\$0.00	\$0.00	(\$74,000.00)	100.00%	\$0.00	\$0.00
35	PCCO#010: Additional Plumbing Rough-in Work	\$1,101.05	\$0.00	\$1,101.05	\$0.00	\$1,101.05	100.00%	\$0.00	\$55.05
36	PCCO#009: Low Voltage Additional 2" Electrical Conduit	\$579.50	\$0.00	\$579.50	\$0.00	\$579.50	100.00%	\$0.00	\$28.98

ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
			37	PCCO#008: Additional Log Replacement #2 Unforeseen Conditions					
38	PCCO#011: Relocation of Sprinkler lines per RFI#027	\$945.74	\$0.00	\$945.74	\$0.00	\$945.74	100.00%	\$0.00	\$47.29
TOTALS:		(\$34,744.39)	(\$50,177.63)	\$15,433.24	\$0.00	(\$34,744.39)	100.00%	\$0.00	\$1,962.80

Grand Totals

ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
			GRAND TOTALS:						

DOCUMENT G703 - APPLICATION AND CERTIFICATE FOR PAYMENT

APPROVED FOR PAYMENT:
BUDGET CODE
DEPARTMENT HEAD
DATE
FINANCE

TO OWNER/CLIENT:
 Village of Biscayne Park
 640 NE 114 Street
 Biscayne Park, Florida 33161

PROJECT:
 Log Cabin
 640 NE 114 St
 Biscayne Park, Florida 33161

APPLICATION NO: 5
 INVOICE NO: 5
 PERIOD: 10/01/15 - 10/31/15
 PROJECT NO:
 CONTRACT DATE: 06/12/2015

DISTRIBUTION TO:

FROM CONTRACTOR:
 McKenzie Construction
 2247 NW 17th Avenue
 Miami, Florida 33142

VIA ARCHITECT/ENGINEER:
 Richard J. Heisenbottle (RJ Heisenbottle
 Architects)

**CONTRACT FOR: Log Cabin Prime Contract
 CONTRACTOR'S APPLICATION FOR PAYMENT**

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet is attached.

1. Original Contract Sum	\$520,333.00
2. Net change by change orders	\$99,800.61
3. Contract sum to date (line 1 + 2)	\$620,133.61
4. Total completed and stored to date (Column G on G703)	\$491,037.36
5. Retainage:	
a. 4.70% of completed work:	\$23,101.90
b. 0.00% of stored material:	\$0.00
Total retainage (Line 5a + 5b or total in column I of G702)	\$23,101.90
6. Total earned less retainage (Line 4 less Line 5 Total)	\$467,935.46
7. Less previous certificates for payment (Line 6 from prior certificate)	\$383,365.69
8. Current payment due:	✓ \$84,569.77
9. Balance to finish, including retainage (Line 3 less Line 6)	\$152,198.15

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner/Client:	\$39,255.61	(\$74,000.00)
Total approved this Month:	\$134,545.00	\$0.00
Totals:	\$173,800.61	(\$74,000.00)
Net change by change orders:	\$99,800.61	

The undersigned certifies that to the best of the Contractor's knowledge, information and belief, the Work covered by this Application for Payment has been completed in accordance with the Contract documents, that all amounts have been paid by the Contractor for Work which previous Certificates for payment were issued and payments received from the Owner/Client, and that current payments shown herein is now due.

CONTRACTOR: McKenzie Construction
 By: [Signature] Date: 10-27-15
 State of: Florida
 County of: Miami Dade

Subscribed and sworn to before me this 27th day of October, 2015



Notary Public: [Signature]
 My commission expires:

ARCHITECT'S/ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on the on-site observations and the data comprising this application, the Architect/Engineer certifies to the Owner/Client that to the best of the Architect's/Engineer's knowledge, information and belief that Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED: \$84,569.77

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to confirm to the amount certified)

ARCHITECT/ENGINEER:
 By: [Signature] Date: 10/28/15

This certificate is not negotiable. The amount certified is payable only to the contract named herein. Issuance, payment and acceptance of payment are without prejudice to the rights of the Owner/Client or Contractor under this Contract.

Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.
Use Column I on Contracts where variable retainage for line items apply.

APPLICATION NUMBER: 5
APPLICATION DATE: 10/23/2015
PERIOD: 10/01/15 - 10/31/15
ARCHITECTS/ENGINEERS PROJECT NO:

Contract Lines

A ITEM NO.	B COST CODE	C DESCRIPTION OF WORK	D SCHEDULED VALUE	E WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H		I RETAINAGE
				FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD			% (G / C)	BALANCE TO FINISH (C - G)	
1	01-000900 - Warranty	P & P Bond	\$10,200.00	\$7,650.00	\$2,550.00	\$0.00	\$10,200.00	100.00%	\$0.00	\$510.00
2	01-006000 - Protection and Safety Materials	Safety	\$743.00	\$557.25	\$185.75	\$0.00	\$743.00	100.00%	\$0.00	\$37.16
3	01-013100 - Project Management		\$39,910.00	\$29,932.50	\$3,991.00	\$0.00	\$33,923.50	85.00%	\$5,986.50	\$1,696.18
4	01-015100 - Temporary Power	Utilities	\$6,240.00	\$4,680.00	\$624.00	\$0.00	\$5,304.00	85.00%	\$936.00	\$265.20
5	01-015310 - Temp Toilets		\$3,830.00	\$2,872.50	\$383.00	\$0.00	\$3,255.50	85.00%	\$574.50	\$162.78
6	01-015540 - Testing, Soil Treatment	Termite Treatment	\$750.00	\$750.00	\$0.00	\$0.00	\$750.00	100.00%	\$0.00	\$37.50
7	01-016600 - Daily Clean-up	Daily and Final Cleaning	\$4,320.00	\$3,240.00	\$432.00	\$0.00	\$3,672.00	85.00%	\$648.00	\$183.60
8	02-027000 - Pavers	Asphalt paving, Concrete paving, Sidewalks & Curbs, Signage & Markings	\$5,000.00	\$1,950.00	\$0.00	\$0.00	\$1,950.00	39.00%	\$3,050.00	\$97.50
9	02-028000 - Demolition		\$29,000.00	\$29,000.00	\$0.00	\$0.00	\$29,000.00	100.00%	\$0.00	\$0.00
10	03-033000 - Concrete Cast In Place	Concrete work and foundation pier	\$14,550.00	\$14,550.00	\$0.00	\$0.00	\$14,550.00	100.00%	\$0.00	\$727.50
11	03-039000 - Concrete Restoration & Cleaning	Stone Curb repairs	\$750.00	\$112.50	\$0.00	\$0.00	\$112.50	15.00%	\$637.50	\$5.62
12	05-055000 - Metal Railings	Aluminum Handrails	\$2,100.00	\$315.00	\$0.00	\$0.00	\$315.00	15.00%	\$1,785.00	\$15.75
13	06-061000 - Rough Carpentry	Foundation Carpentry Repairs	\$7,500.00	\$7,500.00	\$0.00	\$0.00	\$7,500.00	100.00%	\$0.00	\$375.00
14	06-061010 - Wood Trusses	New Timber and Log Structural Works	\$90,000.00	\$90,000.00	\$0.00	\$0.00	\$90,000.00	100.00%	\$0.00	\$4,500.00
15	06-064000 - Millwork	Existing timber repair and hardware	\$4,200.00	\$3,780.00	\$420.00	\$0.00	\$4,200.00	100.00%	\$0.00	\$210.00
16	06-068000 - Wood Paneling	Roof Sheathing and Cabinetry	\$9,975.00	\$7,481.25	\$1,496.25	\$0.00	\$8,977.50	90.00%	\$997.50	\$448.88
17	07-074000 - Modified Roofing	Roofing Shakes and Insulation	\$31,350.00	\$14,837.50	\$16,512.50	\$0.00	\$31,350.00	100.00%	\$0.00	\$1,567.50
18	08-081500 - Wood Doors & Frames	Hartman wood doors and windows	\$78,350.00	\$74,000.00	\$0.00	\$0.00	\$74,000.00	94.45%	\$4,350.00	\$0.00
19	09-096200 - Wood Floor	Reclaimed River wood flooring	\$21,100.00	\$13,605.00	\$3,275.00	\$0.00	\$16,880.00	80.00%	\$4,220.00	\$844.00

ITEM NO.	COST CODE	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
				FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
				20	10-100610 - Interior Signage					
21	10-102800 - Bathroom & Laundry Accessories		\$3,300.00	\$1,195.00	\$1,280.00	\$0.00	\$2,475.00	75.00%	\$825.00	\$123.75
22	10-104400 - Fire Extinguishers		\$50.00	\$7.50	\$0.00	\$0.00	\$7.50	15.00%	\$42.50	\$0.37
23	21-210000 - Fire Sprinklers		\$12,590.00	\$11,147.50	\$0.00	\$0.00	\$11,147.50	88.54%	\$1,442.50	\$557.37
24	22-220000 - Plumbing	Plumbing and fixtures	\$5,700.00	\$4,845.00	\$0.00	\$0.00	\$4,845.00	85.00%	\$855.00	\$242.25
25	23-231000 - HVAC		\$17,500.00	\$15,375.00	\$0.00	\$0.00	\$15,375.00	87.86%	\$2,125.00	\$768.75
26	26-261000 - Electrical		\$77,300.00	\$65,975.00	\$3,595.00	\$0.00	\$69,570.00	90.00%	\$7,730.00	\$3,478.50
27	360010 - Overhead and Profit	Construction fee	\$36,375.00	\$27,281.25	\$0.00	\$0.00	\$27,281.25	75.00%	\$9,093.75	\$1,364.07
28	360020 - General Liability and Worker's Comp	Insurance	\$7,500.00	\$5,625.00	\$750.00	\$0.00	\$6,375.00	85.00%	\$1,125.00	\$318.75
TOTALS:			\$520,333.00	\$438,287.25	\$35,494.50	\$0.00	\$473,781.75	91.05%	\$46,551.25	\$18,539.10

Whole Change Order Packages

ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
			29	PCCO#002: Waste Line Replacement					
30	PCCO#001: Change Order #1: Bond Difference	\$1,067.00	\$1,067.00	\$0.00	\$0.00	\$1,067.00	100.00%	\$0.00	\$53.35
31	PCCO#004: Additional Log Replacement	\$10,596.15	\$10,596.15	\$0.00	\$0.00	\$10,596.15	100.00%	\$0.00	\$529.81
32	PCCO#005: Roof Upper Layer Removal	\$3,323.32	\$3,323.32	\$0.00	\$0.00	\$3,323.32	100.00%	\$0.00	\$166.17
33	PCCO#006: Slab Replacement	\$7,445.10	\$7,445.10	\$0.00	\$0.00	\$7,445.10	100.00%	\$0.00	\$372.26
34	PCCO#007: Credit for Doors and Windows Materials	(\$74,000.00)	(\$74,000.00)	\$0.00	\$0.00	(\$74,000.00)	100.00%	\$0.00	\$0.00
35	PCCO#010: Additional Plumbing Rough-in Work	\$1,101.05	\$1,101.05	\$0.00	\$0.00	\$1,101.05	100.00%	\$0.00	\$55.05
36	PCCO#009: Low Voltage Additional 2" Electrical Conduit	\$579.50	\$579.50	\$0.00	\$0.00	\$579.50	100.00%	\$0.00	\$28.98

ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
			37	PCCO#008: Additional Log Replacement #2 Unforeseen Conditions					
38	PCCO#011: Relocation of Sprinkler lines per RFI#027	\$945.74	\$945.74	\$0.00	\$0.00	\$945.74	100.00%	\$0.00	\$47.29
39	PCCO#012: Phase 4 - Additional Scope of Work	\$134,545.00	\$0.00	\$52,000.00	\$0.00	\$52,000.00	38.65%	\$82,545.00	\$2,600.00
TOTALS:		\$99,800.61	(\$34,744.39)	\$52,000.00	\$0.00	\$17,255.61	17.29%	\$82,545.00	\$4,562.80

Grand Totals

ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
			GRAND TOTALS:						

DOCUMENT G703 - APPLICATION AND CERTIFICATE FOR PAYMENT

APPROVED FOR PAYMENT:

[Signature]

BUDGET CODE

DEPARTMENT HEAD

DATE 4/6/15

FINANCE *[Signature]*

TO OWNER/CLIENT:
 Village of Biscayne Park
 640 NE 114 Street
 Biscayne Park, Florida 33161

PROJECT:
 Log Cabin
 640 NE 114 St
 Biscayne Park, Florida 33161

APPLICATION NO: 6
 INVOICE NO: 6
 PERIOD: 11/01/15 - 11/30/15
 PROJECT NO:
 CONTRACT DATE: 06/12/2015

DISTRIBUTION TO:

FROM CONTRACTOR:
 McKenzie Construction
 2247 NW 17th Avenue
 Miami, Florida 33142

VIA ARCHITECT/ENGINEER:
 Richard J. Heisenbottle (RJ Heisenbottle
 Architects)

**CONTRACT FOR: Log Cabin Prime Contract
 CONTRACTOR'S APPLICATION FOR PAYMENT**

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet is attached.

1. Original Contract Sum	\$520,333.00
2. Net change by change orders	\$96,281.41
3. Contract sum to date (line 1 ± 2)	\$616,614.41
4. Total completed and stored to date (Column G on G703)	\$564,639.11
5. Retainage:	
a. 4.75% of completed work:	\$26,810.00
b. 0.00% of stored material:	\$0.00
Total retainage (Line 5a + 5b or total in column I of G702)	\$26,810.00
6. Total earned less retainage (Line 4 less Line 5 Total)	\$537,829.11
7. Less previous certificates for payment (Line 6 from prior certificate)	\$467,935.46
8. Current payment due:	\$69,893.65
9. Balance to finish, including retainage (Line 3 less Line 6)	\$78,785.30

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner/Client:	\$173,800.61	(\$74,000.00)
Total approved this Month:	\$1,390.80	(\$4,910.00)
Totals:	\$175,191.41	(\$78,910.00)
Net change by change orders:	\$96,281.41	

The undersigned certifies that to the best of the Contractor's knowledge, information and belief, the Work covered by this Application for Payment has been completed in accordance with the Contract documents, that all amounts have been paid by the Contractor for Work which previous Certificates for payment were issued and payments received from the Owner/Client, and that current payments shown herein is now due.

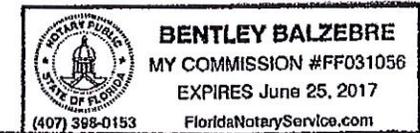
CONTRACTOR: McKenzie Construction
 By: *[Signature]*

Date: 11-23-2015

State of: Florida
 County of: Miami-Dade

Subscribed and sworn to before me this 23rd day of November, 2015

Notary Public: *[Signature]*
 My commission expires:



ARCHITECT'S/ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on the on-site observations and the data comprising this application, the Architect/Engineer certifies to the Owner/Client that to the best of the Architect's/Engineer's knowledge, information and belief that Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED: \$69,893.65

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to confirm to the amount certified)

ARCHITECT/ENGINEER:
 By: *[Signature]*

Date: 11-23-15

This certificate is not negotiable. The amount certified is payable only to the contract named herein. Issuance, payment and acceptance of payment are without prejudice to the rights of the Owner/Client or Contractor under this Contract.

Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.
Use Column I on Contracts where variable retainage for line items apply.

APPLICATION NUMBER: 6
APPLICATION DATE: 11/20/2015
PERIOD: 11/01/15 - 11/30/15
ARCHITECTS/ENGINEERS PROJECT NO:

Contract Lines

ITEM NO.	COST CODE	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
				FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
				1	01-000900 - Warranty					
2	01-006000 - Protection and Safety Materials	Safety	\$743.00	\$743.00	\$0.00	\$0.00	\$743.00	100.00%	\$0.00	\$37.16
3	01-013100 - Project Management		\$39,910.00	\$33,923.50	\$3,991.00	\$0.00	\$37,914.50	95.00%	\$1,995.50	\$1,895.73
4	01-015100 - Temporary Power	Utilities	\$6,240.00	\$5,304.00	\$624.00	\$0.00	\$5,928.00	95.00%	\$312.00	\$296.40
5	01-015310 - Temp Toilets		\$3,830.00	\$3,255.50	\$383.00	\$0.00	\$3,638.50	95.00%	\$191.50	\$181.93
6	01-015540 - Testing, Soil Treatment	Termite Treatment	\$750.00	\$750.00	\$0.00	\$0.00	\$750.00	100.00%	\$0.00	\$37.50
7	01-016600 - Daily Clean-up	Daily and Final Cleaning	\$4,320.00	\$3,672.00	\$432.00	\$0.00	\$4,104.00	95.00%	\$216.00	\$205.20
8	02-027000 - Pavers	Asphalt paving, Concrete paving, Sidewalks & Curbs, Signage & Markings	\$5,000.00	\$1,950.00	\$1,800.00	\$0.00	\$3,750.00	75.00%	\$1,250.00	\$187.50
9	02-028000 - Demolition		\$29,000.00	\$29,000.00	\$0.00	\$0.00	\$29,000.00	100.00%	\$0.00	\$0.00
10	03-033000 - Concrete Cast In Place	Concrete work and foundation pier	\$14,550.00	\$14,550.00	\$0.00	\$0.00	\$14,550.00	100.00%	\$0.00	\$727.50
11	03-039000 - Concrete Restoration & Cleaning	Stone Curb repairs	\$750.00	\$112.50	\$637.50	\$0.00	\$750.00	100.00%	\$0.00	\$37.50
12	05-055000 - Metal Railings	Aluminum Handrails	\$2,100.00	\$315.00	\$1,260.00	\$0.00	\$1,575.00	75.00%	\$525.00	\$78.75
13	06-061000 - Rough Carpentry	Foundation Carpentry Repairs	\$7,500.00	\$7,500.00	\$0.00	\$0.00	\$7,500.00	100.00%	\$0.00	\$375.00
14	06-061010 - Wood Trusses	New Timber and Log Structural Works	\$90,000.00	\$90,000.00	\$0.00	\$0.00	\$90,000.00	100.00%	\$0.00	\$4,500.00
15	06-064000 - Millwork	Existing timber repair and hardware	\$4,200.00	\$4,200.00	\$0.00	\$0.00	\$4,200.00	100.00%	\$0.00	\$210.00
16	06-068000 - Wood Paneling	Roof Sheathing and Cabinetry	\$9,975.00	\$8,977.50	\$498.75	\$0.00	\$9,476.25	95.00%	\$498.75	\$473.82
17	07-074000 - Modified Roofing	Roofing Shakes and Insulation	\$31,350.00	\$31,350.00	\$0.00	\$0.00	\$31,350.00	100.00%	\$0.00	\$1,567.50
18	08-081500 - Wood Doors & Frames	Hartman wood doors and windows	\$78,350.00	\$74,000.00	\$4,350.00	\$0.00	\$78,350.00	100.00%	\$0.00	\$0.00
19	09-096200 - Wood Floor	Reclaimed River wood flooring	\$21,100.00	\$16,880.00	\$3,165.00	\$0.00	\$20,045.00	95.00%	\$1,055.00	\$1,002.25

ITEM NO.	COST CODE	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
				FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
				20	10-100610 - Interior Signage					
21	10-102800 - Bathroom & Laundry Accessories		\$3,300.00	\$2,475.00	\$660.00	\$0.00	\$3,135.00	95.00%	\$165.00	\$156.75
22	10-104400 - Fire Extinguishers		\$50.00	\$7.50	\$42.50	\$0.00	\$50.00	100.00%	\$0.00	\$2.50
23	21-210000 - Fire Sprinklers		\$12,590.00	\$11,147.50	\$813.00	\$0.00	\$11,960.50	95.00%	\$629.50	\$598.02
24	22-220000 - Plumbing	Plumbing and fixtures	\$5,700.00	\$4,845.00	\$0.00	\$0.00	\$4,845.00	85.00%	\$855.00	\$242.25
25	23-231000 - HVAC		\$17,500.00	\$15,375.00	\$1,250.00	\$0.00	\$16,625.00	95.00%	\$875.00	\$831.25
26	26-261000 - Electrical		\$77,300.00	\$69,570.00	\$3,865.00	\$0.00	\$73,435.00	95.00%	\$3,865.00	\$3,671.75
27	360010 - Overhead and Profit		Construction fee	\$36,375.00	\$27,281.25	\$5,456.25	\$0.00	\$32,737.50	90.00%	\$3,637.50
28	360020 - General Liability and Worker's Comp	Insurance	\$7,500.00	\$6,375.00	\$375.00	\$0.00	\$6,750.00	90.00%	\$750.00	\$337.50
TOTALS:			\$520,333.00	\$473,781.75	\$29,603.00	\$0.00	\$503,384.75	96.74%	\$16,948.25	\$19,801.76

Whole Change Order Packages

ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
			29	PCCO#002: Waste Line Replacement					
30	PCCO#001: Change Order #1: Bond Difference	\$1,067.00	\$1,067.00	\$0.00	\$0.00	\$1,067.00	100.00%	\$0.00	\$53.35
31	PCCO#004: Additional Log Replacement	\$10,596.15	\$10,596.15	\$0.00	\$0.00	\$10,596.15	100.00%	\$0.00	\$529.81
32	PCCO#005: Roof Upper Layer Removal	\$3,323.32	\$3,323.32	\$0.00	\$0.00	\$3,323.32	100.00%	\$0.00	\$166.17
33	PCCO#006: Slab Replacement	\$7,445.10	\$7,445.10	\$0.00	\$0.00	\$7,445.10	100.00%	\$0.00	\$372.26
34	PCCO#007: Credit for Doors and Windows Materials	(\$74,000.00)	(\$74,000.00)	\$0.00	\$0.00	(\$74,000.00)	100.00%	\$0.00	\$0.00
35	PCCO#010: Additional Plumbing Rough-in Work	\$1,101.05	\$1,101.05	\$0.00	\$0.00	\$1,101.05	100.00%	\$0.00	\$55.05
36	PCCO#009: Low Voltage Additional 2" Electrical Conduit	\$579.50	\$579.50	\$0.00	\$0.00	\$579.50	100.00%	\$0.00	\$28.98

ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
			37	PCCO#008: Additional Log Replacement #2 Unforeseen Conditions					
38	PCCO#011: Relocation of Sprinkler lines per RFI#027	\$945.74	\$945.74	\$0.00	\$0.00	\$945.74	100.00%	\$0.00	\$47.29
39	PCCO#012: Phase 4 - Additional Scope of Work	\$134,545.00	\$52,000.00	\$48,908.75	\$0.00	\$100,908.75	75.00%	\$33,636.25	\$5,045.44
40	PCCO#015: Dais Credits	(\$4,910.00)	\$0.00	(\$-4,910.00)	\$0.00	(\$4,910.00)	100.00%	\$0.00	\$0.00
41	PCCO#014: Bathroom Exhaust Fans	\$1,390.80	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$1,390.80	\$0.00
TOTALS:		\$96,281.41	\$17,255.61	\$43,998.75	\$0.00	\$61,254.36	63.62%	\$35,027.05	\$7,008.24

Grand Totals

ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
			GRAND TOTALS:						

DOCUMENT G703 - APPLICATION AND CERTIFICATE FOR PAYMENT

APPROVED FOR PAYMENT

BUDGET CODE _____

DEPARTMENT HEAD _____

DATE 12/24/15

FINANCE _____

TO OWNER/CLIENT:
 Village of Biscayne Park
 640 NE 114 Street
 Biscayne Park, Florida 33161

PROJECT:
 Log Cabin
 640 NE 114 St
 Biscayne Park, Florida 33161

APPLICATION NO: 7
 INVOICE NO: 7
 PERIOD: 12/01/15 - 12/31/15
 PROJECT NO:
 CONTRACT DATE: 06/12/2015

DISTRIBUTION TO:

FROM CONTRACTOR:
 McKenzie Construction
 2247 NW 17th Avenue
 Miami, Florida 33142

VIA ARCHITECT/ENGINEER:
 Richard J. Heisenbottle (RJ Heisenbottle
 Architects)

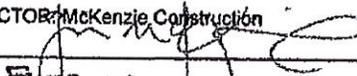
**CONTRACT FOR: Log Cabin Prime Contract
 CONTRACTOR'S APPLICATION FOR PAYMENT**

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet is attached.

1. Original Contract Sum		\$520,333.00
2. Net change by change orders		\$117,179.98
3. Contract sum to date (line 1 ± 2)		\$637,512.98
4. Total completed and stored to date (Column G on G703)		\$637,512.98
5. Retainage:		
a. 4.78% of completed work:	\$30,453.72	
b. 0.00% of stored material:	\$0.00	
Total retainage (Line 5a + 5b or total in column I of G702)		\$30,453.72
6. Total earned less retainage (Line 4 less Line 5 Total)		\$607,059.26
7. Less previous certificates for payment (Line 6 from prior certificate)		\$537,829.11
8. Current payment due:		✓ \$69,230.15
9. Balance to finish, including retainage (Line 3 less Line 6)		\$30,453.72

The undersigned certifies that to the best of the Contractor's knowledge, information and belief, the Work covered by this Application for Payment has been completed in accordance with the Contract documents, that all amounts have been paid by the Contractor for Work which previous Certificates for payment were issued and payments received from the Owner/Client, and that current payments shown herein is now due.

CONTRACTOR: McKenzie Construction

By: 

Date: 12-17-15

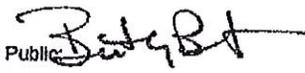
State of: Florida

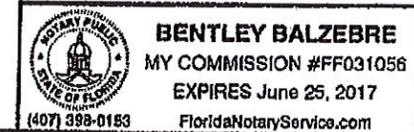
County of: Miami-Dade

Subscribed and sworn to before

me this

17th day of December 2015

Notary Public 
 My commission expires:

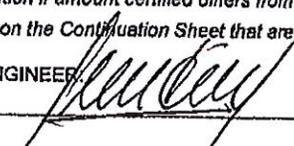


ARCHITECT'S/ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on the on-site observations and the data comprising this application, the Architect/Engineer certifies to the Owner/Client that to the best of the Architect's/Engineer's knowledge, information and belief that Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED: \$69,230.15

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to confirm to the amount certified)

ARCHITECT/ENGINEER:
 By: 

Date: 12/18/15

This certificate is not negotiable. The amount certified is payable only to the contract named herein. Issuance, payment and acceptance of payment are without prejudice to the rights of the Owner/Client or Contractor under this Contract.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner/Client:	\$175,191.41	(\$78,910.00)
Total approved this Month:	\$20,888.57	\$0.00
Totals:	\$196,089.98	(\$78,910.00)
Net change by change orders:	\$117,179.98	

Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.
Use Column I on Contracts where variable retainage for line items apply.

APPLICATION NUMBER: 7
APPLICATION DATE: 12/23/2015
PERIOD: 12/01/15 - 12/31/15

ARCHITECTS/ENGINEERS PROJECT NO:

Contract Lines

A ITEM NO.	B COST CODE	C DESCRIPTION OF WORK	D SCHEDULED VALUE	E WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H % (G / C)	I BALANCE TO FINISH (C - G)	J RETAINAGE
				FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
				1	01-000900 - Warranty					
2	01-006000 - Protection and Safety Materials	Safety	\$743.00	\$743.00	\$0.00	\$0.00	\$743.00	100.00%	\$0.00	\$37.16
3	01-013100 - Project Management		\$39,910.00	\$37,914.50	\$1,995.50	\$0.00	\$39,910.00	100.00%	\$0.00	\$1,995.51
4	01-015100 - Temporary Power	Utilities	\$6,240.00	\$5,928.00	\$312.00	\$0.00	\$6,240.00	100.00%	\$0.00	\$312.00
5	01-015310 - Temp Toilets		\$3,830.00	\$3,638.50	\$191.50	\$0.00	\$3,830.00	100.00%	\$0.00	\$191.51
6	01-015540 - Testing, Soil Treatment	Termite Treatment	\$750.00	\$750.00	\$0.00	\$0.00	\$750.00	100.00%	\$0.00	\$37.50
7	01-016600 - Daily Clean-up	Daily and Final Cleaning	\$4,320.00	\$4,104.00	\$216.00	\$0.00	\$4,320.00	100.00%	\$0.00	\$216.00
8	02-027000 - Pavers	Asphalt paving, Concrete paving, Sidewalks & Curbs, Signage & Markings	\$5,000.00	\$3,750.00	\$1,250.00	\$0.00	\$5,000.00	100.00%	\$0.00	\$250.00
9	02-028000 - Demolition		\$29,000.00	\$29,000.00	\$0.00	\$0.00	\$29,000.00	100.00%	\$0.00	\$0.00
10	03-033000 - Concrete Cast In Place	Concrete work and foundation pier	\$14,550.00	\$14,550.00	\$0.00	\$0.00	\$14,550.00	100.00%	\$0.00	\$727.50
11	03-039000 - Concrete Restoration & Cleaning	Stone Curb repairs	\$750.00	\$750.00	\$0.00	\$0.00	\$750.00	100.00%	\$0.00	\$37.50
12	05-055000 - Metal Railings	Aluminum Handrails	\$2,100.00	\$1,575.00	\$525.00	\$0.00	\$2,100.00	100.00%	\$0.00	\$105.00
13	06-061000 - Rough Carpentry	Foundation Carpentry Repairs	\$7,500.00	\$7,500.00	\$0.00	\$0.00	\$7,500.00	100.00%	\$0.00	\$375.00
14	06-061010 - Wood Trusses	New Timber and Log Structural Works	\$90,000.00	\$90,000.00	\$0.00	\$0.00	\$90,000.00	100.00%	\$0.00	\$4,500.00
15	06-064000 - Millwork	Existing timber repair and hardware	\$4,200.00	\$4,200.00	\$0.00	\$0.00	\$4,200.00	100.00%	\$0.00	\$210.00
16	06-068000 - Wood Paneling	Roof Sheathing and Cabinetry	\$9,975.00	\$9,476.25	\$498.75	\$0.00	\$9,975.00	100.00%	\$0.00	\$498.76
17	07-074000 - Modified Roofing	Roofing Shakes and Insulation	\$31,350.00	\$31,350.00	\$0.00	\$0.00	\$31,350.00	100.00%	\$0.00	\$1,567.50
18	08-081500 - Wood Doors & Frames	Hartman wood doors and windows	\$78,350.00	\$78,350.00	\$0.00	\$0.00	\$78,350.00	100.00%	\$0.00	\$0.00
19	09-096200 - Wood Floor	Reclaimed River wood flooring	\$21,100.00	\$20,045.00	\$1,055.00	\$0.00	\$21,100.00	100.00%	\$0.00	\$1,055.00

ITEM NO.	COST CODE	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
				FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
				20	10-100610 - Interior Signage					
21	10-102800 - Bathroom & Laundry Accessories		\$3,300.00	\$3,135.00	\$165.00	\$0.00	\$3,300.00	100.00%	\$0.00	\$165.00
22	10-104400 - Fire Extinguishers		\$50.00	\$50.00	\$0.00	\$0.00	\$50.00	100.00%	\$0.00	\$2.50
23	21-210000 - Fire Sprinklers		\$12,590.00	\$11,960.50	\$629.50	\$0.00	\$12,590.00	100.00%	\$0.00	\$629.50
24	22-220000 - Plumbing	Plumbing and fixtures	\$5,700.00	\$4,845.00	\$855.00	\$0.00	\$5,700.00	100.00%	\$0.00	\$285.00
25	23-231000 - HVAC		\$17,500.00	\$16,625.00	\$875.00	\$0.00	\$17,500.00	100.00%	\$0.00	\$875.00
26	26-261000 - Electrical		\$77,300.00	\$73,435.00	\$3,865.00	\$0.00	\$77,300.00	100.00%	\$0.00	\$3,865.00
27	360010 - Overhead and Profit		Construction fee	\$36,375.00	\$32,737.50	\$3,637.50	\$0.00	\$36,375.00	100.00%	\$0.00
28	360020 - General Liability and Worker's Comp	Insurance	\$7,500.00	\$6,750.00	\$750.00	\$0.00	\$7,500.00	100.00%	\$0.00	\$375.00
TOTALS:			\$520,333.00	\$503,384.75	\$16,948.25	\$0.00	\$520,333.00	100.00%	\$0.00	\$20,649.20

Whole Change Order Packages

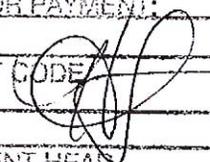
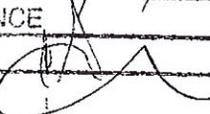
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
			29	PCCO#002: Waste Line Replacement					
30	PCCO#001: Change Order #1: Bond Difference	\$1,067.00	\$1,067.00	\$0.00	\$0.00	\$1,067.00	100.00%	\$0.00	\$53.35
31	PCCO#004: Additional Log Replacement	\$10,596.15	\$10,596.15	\$0.00	\$0.00	\$10,596.15	100.00%	\$0.00	\$529.81
32	PCCO#005: Roof Upper Layer Removal	\$3,323.32	\$3,323.32	\$0.00	\$0.00	\$3,323.32	100.00%	\$0.00	\$166.17
33	PCCO#006: Slab Replacement	\$7,445.10	\$7,445.10	\$0.00	\$0.00	\$7,445.10	100.00%	\$0.00	\$372.26
34	PCCO#007: Credit for Doors and Windows Materials	(\$74,000.00)	(\$74,000.00)	\$0.00	\$0.00	(\$74,000.00)	100.00%	\$0.00	\$0.00
35	PCCO#010: Additional Plumbing Rough-in Work	\$1,101.05	\$1,101.05	\$0.00	\$0.00	\$1,101.05	100.00%	\$0.00	\$55.05
36	PCCO#009: Low Voltage Additional 2" Electrical Conduit	\$579.50	\$579.50	\$0.00	\$0.00	\$579.50	100.00%	\$0.00	\$28.98

ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
			37	PCCO#008: Additional Log Replacement #2 Unforeseen Conditions					
38	PCCO#011: Relocation of Sprinkler lines per RFI#027	\$945.74	\$945.74	\$0.00	\$0.00	\$945.74	100.00%	\$0.00	\$47.29
39	PCCO#012: Phase 4 - Additional Scope of Work	\$134,545.00	\$100,908.75	\$33,636.25	\$0.00	\$134,545.00	100.00%	\$0.00	\$6,727.25
40	PCCO#015: Dais Credits	(\$4,910.00)	(\$4,910.00)	\$0.00	\$0.00	(\$4,910.00)	100.00%	\$0.00	\$0.00
41	PCCO#014: Bathroom Exhaust Fans	\$1,390.80	\$0.00	\$1,390.80	\$0.00	\$1,390.80	100.00%	\$0.00	\$69.54
42	PCCO#017: Additional Log Replacement #3 and Openings	\$8,417.75	\$0.00	\$8,417.75	\$0.00	\$8,417.75	100.00%	\$0.00	\$420.89
43	PCCO#016: Additional Rafter Tails Replacement and Fixed	\$2,042.53	\$0.00	\$2,042.53	\$0.00	\$2,042.53	100.00%	\$0.00	\$102.13
44	PCCO#018: Fire Place Interior Stone Work	\$1,622.60	\$0.00	\$1,622.60	\$0.00	\$1,622.60	100.00%	\$0.00	\$81.13
45	PCCO#013: Exterior Stain Work Changes	\$8,815.69	\$0.00	\$8,815.69	\$0.00	\$8,815.69	100.00%	\$0.00	\$440.78
TOTALS:		\$117,179.98	\$61,254.36	\$55,925.62	\$0.00	\$117,179.98	100.00%	\$0.00	\$9,804.52

Grand Totals

ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
			GRAND TOTALS:						

APPROVED FOR PAYMENT:

BUDGET CODE	
DEPARTMENT HEAD	
DATE	12/20/15
FINANCE	

TO OWNER/CLIENT:
 Village of Biscayne Park
 640 NE 114 Street
 Biscayne Park, Florida 33161

PROJECT:
 Log Cabin
 640 NE 114 St
 Biscayne Park, Florida 33161

APPLICATION NO: 8
INVOICE NO: 8-Final
PERIOD: 02/01/16 - 02/29/16
PROJECT NO:
CONTRACT DATE: 06/12/2015

DISTRIBUTION TO:

FROM CONTRACTOR:
 McKenzie Construction
 2247 NW 17th Avenue
 Miami, Florida 33142

VIA ARCHITECT/ENGINEER:
 Richard J. Heisenbottle (R.J Heisenbottle
 Architects)

CONTRACT FOR: Log Cabin Prime Contract
CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet is attached.

1. Original Contract Sum	\$520,333.00
2. Net change by change orders	\$138,118.25
3. Contract sum to date (line 1 ± 2)	\$658,451.25
4. Total completed and stored to date (Column G on G703)	\$658,451.25
5. Retainage:	
a. 0.00% of completed work:	\$0.00
b. 0.00% of stored material:	\$0.00
Total retainage (Line 5a + 5b or total in column I of G702)	\$0.00
6. Total earned less retainage (Line 4 less Line 5 Total)	\$658,451.25
7. Less previous certificates for payment (Line 6 from prior certificate)	\$607,059.26
8. Current payment due:	\$51,391.99
9. Balance to finish, including retainage (Line 3 less Line 6)	\$0.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner/Client:	\$196,089.98	(\$78,910.00)
Total approved this Month:	\$24,093.27	(\$3,155.00)
Totals:	\$220,183.25	(\$82,065.00)
Net change by change orders:	\$138,118.25	

The undersigned certifies that to the best of the Contractor's knowledge, information and belief, the Work covered by this Application for Payment has been completed in accordance with the Contract documents, that all amounts have been paid by the Contractor for Work which previous Certificates for payment were issued and payments received from the Owner/Client, and that current payments shown herein is now due.

CONTRACTOR: McKenzie Construction

By: *[Signature]*

Date: 2/11/16

State of: Florida

County of: MIAMI Dade

Subscribed and sworn to before

me this 11 day of February

Notary Public: *[Signature]*

My commission expires:



ARCHITECT'S/ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on the on-site observations and the data comprising this application, the Architect/Engineer certifies to the Owner/Client that to the best of the Architect's/Engineer's knowledge, information and belief that Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED: \$51,391.99

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to confirm to the amount certified)

ARCHITECT/ENGINEER: *[Signature]*

By: _____

Date: 2/29/16

This certificate is not negotiable. The amount certified is payable only to the contract named herein. Issuance, payment and acceptance of payment are without prejudice to the rights of the Owner/Client or Contractor under this Contract.

Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.
Use Column I on Contracts where variable retainage for line items apply.

APPLICATION NUMBER: 8
APPLICATION DATE: 02/10/2016
PERIOD: 02/01/16 - 02/29/16
ARCHITECTS/ENGINEERS PROJECT NO:

Contract Lines

ITEM NO.	COST CODE	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
				FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
1	01-000900 - Warranty	P & P Bond	\$10,200.00	\$10,200.00	\$0.00	\$0.00	\$10,200.00	100.00%	\$0.00	\$0.00
2	01-006000 - Protection and Safety Materials	Safety	\$743.00	\$743.00	\$0.00	\$0.00	\$743.00	100.00%	\$0.00	\$0.00
3	01-013100 - Project Management		\$39,910.00	\$39,910.00	\$0.00	\$0.00	\$39,910.00	100.00%	\$0.00	\$0.00
4	01-015100 - Temporary Power	Utilities	\$6,240.00	\$6,240.00	\$0.00	\$0.00	\$6,240.00	100.00%	\$0.00	\$0.00
5	01-015310 - Temp Toilets		\$3,830.00	\$3,830.00	\$0.00	\$0.00	\$3,830.00	100.00%	\$0.00	\$0.00
6	01-015540 - Testing, Soil Treatment	Termite Treatment	\$750.00	\$750.00	\$0.00	\$0.00	\$750.00	100.00%	\$0.00	\$0.00
7	01-016600 - Daily Clean-up	Daily and Final Cleaning	\$4,320.00	\$4,320.00	\$0.00	\$0.00	\$4,320.00	100.00%	\$0.00	\$0.00
8	02-027000 - Pavers	Asphalt paving, Concrete paving, Sidewalks & Curbs, Signage & Markings	\$5,000.00	\$5,000.00	\$0.00	\$0.00	\$5,000.00	100.00%	\$0.00	\$0.00
9	02-028000 - Demolition		\$29,000.00	\$29,000.00	\$0.00	\$0.00	\$29,000.00	100.00%	\$0.00	\$0.00
10	03-033000 - Concrete Cast in Place	Concrete work and foundation pier	\$14,550.00	\$14,550.00	\$0.00	\$0.00	\$14,550.00	100.00%	\$0.00	\$0.00
11	03-039000 - Concrete Restoration & Cleaning	Stone Curb repairs	\$750.00	\$750.00	\$0.00	\$0.00	\$750.00	100.00%	\$0.00	\$0.00
12	05-055000 - Metal Railings	Aluminum Handrails	\$2,100.00	\$2,100.00	\$0.00	\$0.00	\$2,100.00	100.00%	\$0.00	\$0.00
13	06-061000 - Rough Carpentry	Foundation Carpentry Repairs	\$7,500.00	\$7,500.00	\$0.00	\$0.00	\$7,500.00	100.00%	\$0.00	\$0.00
14	06-061010 - Wood Trusses	New Timber and Log Structural Works	\$90,000.00	\$90,000.00	\$0.00	\$0.00	\$90,000.00	100.00%	\$0.00	\$0.00
15	06-064000 - Millwork	Existing timber repair and hardware	\$4,200.00	\$4,200.00	\$0.00	\$0.00	\$4,200.00	100.00%	\$0.00	\$0.00
16	06-068000 - Wood Panelling	Roof Sheathing and Cabinetry	\$9,975.00	\$9,975.00	\$0.00	\$0.00	\$9,975.00	100.00%	\$0.00	\$0.00
17	07-074000 - Modified Roofing	Roofing Shakes and Insulation	\$31,350.00	\$31,350.00	\$0.00	\$0.00	\$31,350.00	100.00%	\$0.00	\$0.00
18	08-081500 - Wood Doors & Frames	Hartman wood doors and windows	\$78,350.00	\$78,350.00	\$0.00	\$0.00	\$78,350.00	100.00%	\$0.00	\$0.00
19	09-096200 - Wood Floor	Reclaimed River wood flooring	\$21,100.00	\$21,100.00	\$0.00	\$0.00	\$21,100.00	100.00%	\$0.00	\$0.00

ITEM NO.	COST CODE	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
				FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
				20	10-100810 - Interior Signage					
21	10-102800 - Bathroom & Laundry Accessories		\$3,300.00	\$3,300.00	\$0.00	\$0.00	\$3,300.00	100.00%	\$0.00	\$0.00
22	10-104400 - Fire Extinguishers		\$50.00	\$50.00	\$0.00	\$0.00	\$50.00	100.00%	\$0.00	\$0.00
23	21-210000 - Fire Sprinklers		\$12,590.00	\$12,590.00	\$0.00	\$0.00	\$12,590.00	100.00%	\$0.00	\$0.00
24	22-220000 - Plumbing	Plumbing and fixtures	\$5,700.00	\$5,700.00	\$0.00	\$0.00	\$5,700.00	100.00%	\$0.00	\$0.00
25	23-231000 - HVAC		\$17,500.00	\$17,500.00	\$0.00	\$0.00	\$17,500.00	100.00%	\$0.00	\$0.00
26	26-261000 - Electrical		\$77,300.00	\$77,300.00	\$0.00	\$0.00	\$77,300.00	100.00%	\$0.00	\$0.00
27	360010 - Overhead and Profit	Construction fee	\$36,375.00	\$36,375.00	\$0.00	\$0.00	\$36,375.00	100.00%	\$0.00	\$0.00
28	360020 - General Liability and Worker's Comp	Insurance	\$7,500.00	\$7,500.00	\$0.00	\$0.00	\$7,500.00	100.00%	\$0.00	\$0.00
TOTALS:			\$520,333.00	\$520,333.00	\$0.00	\$0.00	\$520,333.00	100.00%	\$0.00	\$0.00

Whole Change Order Packages

ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
			29	PCCO#002: Waste Line Replacement					
30	PCCO#001: Change Order #1: Bond Difference	\$1,067.00	\$1,067.00	\$0.00	\$0.00	\$1,067.00	100.00%	\$0.00	\$0.00
31	PCCO#004: Additional Log Replacement	\$10,596.15	\$10,596.15	\$0.00	\$0.00	\$10,596.15	100.00%	\$0.00	\$0.00
32	PCCO#005: Roof Upper Layer Removal	\$3,323.32	\$3,323.32	\$0.00	\$0.00	\$3,323.32	100.00%	\$0.00	\$0.00
33	PCCO#006: Slab Replacement	\$7,445.10	\$7,445.10	\$0.00	\$0.00	\$7,445.10	100.00%	\$0.00	\$0.00
34	PCCO#007: Credit for Doors and Windows Materials	(\$74,000.00)	(\$74,000.00)	\$0.00	\$0.00	(\$74,000.00)	100.00%	\$0.00	\$0.00
35	PCCO#010: Additional Plumbing Rough-in Work	\$1,101.05	\$1,101.05	\$0.00	\$0.00	\$1,101.05	100.00%	\$0.00	\$0.00
36	PCCO#009: Low Voltage Additional 2" Electrical Conduit	\$579.50	\$579.50	\$0.00	\$0.00	\$579.50	100.00%	\$0.00	\$0.00

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H % (G / C)	H BALANCE TO FINISH (C - G)	I RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
			37	PCCO#008: Additional Log Replacement #2 Unforeseen Conditions					
38	PCCO#011: Relocation of Sprinkler lines per RFI#027	\$945.74	\$945.74	\$0.00	\$0.00	\$945.74	100.00%	\$0.00	\$0.00
39	PCCO#012: Phase 4 - Additional Scope of Work	\$134,545.00	\$134,545.00	\$0.00	\$0.00	\$134,545.00	100.00%	\$0.00	\$0.00
40	PCCO#015: Dais Credits	(\$4,910.00)	(\$4,910.00)	\$0.00	\$0.00	(\$4,910.00)	100.00%	\$0.00	\$0.00
41	PCCO#014: Bathroom Exhaust Fans	\$1,390.80	\$1,390.80	\$0.00	\$0.00	\$1,390.80	100.00%	\$0.00	\$0.00
42	PCCO#017: Additional Log Replacement #3 and Openings	\$8,417.75	\$8,417.75	\$0.00	\$0.00	\$8,417.75	100.00%	\$0.00	\$0.00
43	PCCO#016: Additional Rafter Tails Replacement and Fixed	\$2,042.53	\$2,042.53	\$0.00	\$0.00	\$2,042.53	100.00%	\$0.00	\$0.00
44	PCCO#018: Fire Place Interior Stone Work	\$1,622.60	\$1,622.60	\$0.00	\$0.00	\$1,622.60	100.00%	\$0.00	\$0.00
45	PCCO#013: Exterior Stain Work Changes	\$8,815.69	\$8,815.69	\$0.00	\$0.00	\$8,815.69	100.00%	\$0.00	\$0.00
46	PCCO#019: Plumbing Inspection Clean Out	\$521.55	\$0.00	\$521.55	\$0.00	\$521.55	100.00%	\$0.00	\$0.00
47	PCCO#020: Extension of Electrical Low Voltage to FPL Pole and Time Clock for Exterior Lights	\$2,294.82	\$0.00	\$2,294.82	\$0.00	\$2,294.82	100.00%	\$0.00	\$0.00
48	PCCO#021: Additional Painting Scope of Work	\$4,636.00	\$0.00	\$4,636.00	\$0.00	\$4,636.00	100.00%	\$0.00	\$0.00
49	PCCO#022: Exterior Site Work Credit for Paving and Stripping	(\$2,355.00)	\$0.00	(\$-2,355.00)	\$0.00	(\$2,355.00)	100.00%	\$0.00	\$0.00
50	PCCO#023: Additional Roof Slope Work	\$1,634.65	\$0.00	\$1,634.65	\$0.00	\$1,634.65	100.00%	\$0.00	\$0.00
51	PCCO#024: Fire Alarm Rough In Work	\$1,448.75	\$0.00	\$1,448.75	\$0.00	\$1,448.75	100.00%	\$0.00	\$0.00
52	PCCO#025: Window and Doors to match Casing Installation	\$5,640.00	\$0.00	\$5,640.00	\$0.00	\$5,640.00	100.00%	\$0.00	\$0.00
53	PCCO#026: Miscellaneous Additional Items	\$2,033.29	\$0.00	\$2,033.29	\$0.00	\$2,033.29	100.00%	\$0.00	\$0.00
54	PCCO#027: Additional Payment and Performance Bond Coverage	\$1,757.52	\$0.00	\$1,757.52	\$0.00	\$1,757.52	100.00%	\$0.00	\$0.00
55	PCCO#028: Reconciliation of	\$4,126.69	\$0.00	\$4,126.69	\$0.00	\$4,126.69	100.00%	\$0.00	\$0.00

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H		I RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)					% (G / C)	BALANCE TO FINISH (C - G)	
56	Original Change Order Balances PCCO#029: Termite Treatment Credit	(\$800.00)	\$0.00		(\$-800.00)	\$0.00	(\$800.00)	100.00%	\$0.00	\$0.00
TOTALS:		\$138,118.25	\$117,179.98		\$20,938.27	\$0.00	\$138,118.25	100.00%	\$0.00	\$0.00

Grand Totals

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H		I RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)					% (G / C)	BALANCE TO FINISH (C - G)	
GRAND TOTALS:		\$658,451.25	\$637,512.98		\$20,938.27	\$0.00	\$658,451.25	100.00%	\$0.00	\$0.00



McKenzie Construction
2247 NW 17 Ave.
Miami, Florida 33142
(786) 412-7341

Log Cabin
640 NE 114 St
Biscayne Park Florida. 33161

Prime Contract

Prime Contract Change Orders

#	Revision	Title	Status	Date Initiated	Due Date	Review Date	Designated Reviewer	CORs	PCOs	Amount
029	0	Termite Treatment Credit	Approved	02/10/16		02/10/16	Unassigned	COR #030 Termite Treatment Credit	PCO #034 Termite Treatment Credit	(\$800.00)
028	0	Reconciliation of Original Change Order Balances	Approved	02/10/16		02/10/16	Unassigned	COR #020 Reconciliation of Original Change Order Balances	PCO #023 Reconciliation of Original Change Order Balances	\$4,126.69
027	0	Additional Payment and Performance Bond Coverage	Approved	02/02/16		02/10/16	Unassigned	COR #029 Additional Payment and Performance Bond Coverage	PCO #033 Additional Payment and Performance Bond Coverage	\$1,757.52
026	0	Miscellaneous Additional Items	Approved	02/02/16		02/10/16	Unassigned	COR #028 Miscellaneous Additional Items	PCO #032 Miscellaneous Additional Items	\$2,033.29
025	0	Window and Doors to match Casing Installation	Approved	02/02/16		02/10/16	Unassigned	COR #027 Window and Doors to match Casing Installation	PCO #031 Window and Doors to match Casing Installation	\$5,640.00
024	0	Fire Alarm Rough In Work	Approved	02/02/16		02/10/16	Unassigned	COR #026 Fire Alarm Rough In Work	PCO #030 Fire Alarm Rough In Work	\$1,448.75
023	0	Additional Roof Slope Work	Approved	02/02/16		02/10/16	Unassigned	COR #025 Additional Roof Slope Work	PCO #024 Additional Roof Slope Work	\$1,634.65
022	0	Exterior Site Work Credit for Paving and Stripping	Approved	01/22/16		02/10/16	Unassigned	COR #024 Exterior Site Work Credit for Paving and Stripping	PCO #028 Exterior Site Work Credit for Paving and Stripping	(\$2,355.00)
021	0	Additional Painting Scope of Work	Approved	01/22/16		02/10/16	Unassigned	COR #023 Additional Painting Scope of Work	PCO #026 Additional Painting Scope of Work	\$4,636.00
020	0	Extension of Electrical Low Voltage to FPL Pole and Time Clock for Exterior Lights	Approved	01/22/16		02/10/16	Unassigned	COR #022 Extension of Electrical Low Voltage to FPL Pole and Time Clock for Exterior Lights	PCO #025 Extension of Electrical Low Voltage to FPL Pole and Time Clock for Exterior Lights	\$2,294.82
019	0	Plumbing Inspection Clean Out	Approved	01/21/16		02/10/16	Unassigned	COR #021 Plumbing Inspection Clean Out	PCO #027 Plumbing Inspection Clean Out	\$521.55
018	0	Fire Place Interior Stone Work	Approved	12/08/15		12/08/15	Unassigned	COR #019 Fire Place Interior Stone Work	PCO #022 Fire Place Interior Stone Work	\$1,622.60
017	0	Additional Log Replacement #3 and Openings	Approved	11/23/15		12/08/15	Unassigned	COR #018 Additional Log Replacement #3 and Openings	PCO #021 Additional Log Replacement #3 and Openings	\$8,417.75
016	0	Additional Rafter Tails Replacement and Fixed	Approved	11/23/15		12/08/15	Unassigned	COR #017 Additional Rafter Replacement and Fixed	PCO #020 Additional Rafter Replacement and Fixed	\$2,042.53
015	0	Dais Credits	Approved	11/12/15		11/12/15	Unassigned	COR #016 Dais Credits	PCO #019 Dais Credits	(\$4,910.00)
014	0	Bathroom Exhaust Fans	Approved	11/11/15		11/11/15	Unassigned	COR #014 Bathroom Exhaust Fans	PCO #016 Bathroom Exhaust Fans	\$1,390.80
013	0	Exterior Stain Work Changes	Approved	10/30/15		12/10/15	Unassigned	COR #015 Exterior Stain Work Changes	PCO #017 Exterior Stain Work Changes	\$8,815.69
012	0	Phase 4 - Additional Scope of Work	Approved	10/09/15		10/09/15	Unassigned	COR #011 Phase 4 - Additional Scope of Work	PCO #009 Phase 4 - Additional Scope of Work	\$134,545.00

Total: \$138,118.25



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 Miami, Florida 33142
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Log Cabin
 640 NE 114 St
 Biscayne Park Florida. 33161

#	Revision	Title	Status	Date Initiated	Due Date	Review Date	Designated Reviewer	CORs	PCOs	Amount
011	0	Relocation of Sprinkler lines per RFI#027	Approved	09/16/15		09/18/15	Unassigned	COR #013 Relocation of Sprinkler lines per RFI#027	PCO #012 Relocation of Sprinkler lines per RFI#027	\$945.74
010	0	Additional Plumbing Rough-in Work	Approved	08/30/15		09/17/15	Unassigned	COR #012 Additional Plumbing Rough-in Work	PCO #010 Additional Plumbing Rough-in Work	\$1,101.05
009	0	Low Voltage Additional 2" Electrical Conduit	Approved	08/22/15		09/17/15	Unassigned	COR #010 Low Voltage Additional 2" Electrical Conduit	PCO #008 Low Voltage Additional 2" Electrical Conduit	\$579.50
008	0	Additional Log Replacement #2 Unforeseen Conditions	Approved	08/22/15		09/17/15	Unassigned	COR #009 Additional Log Replacement #2 Unforeseen Conditions	PCO #007 Additional Log Replacement #2 Unforeseen Conditions	\$12,806.95
007	0	Credit for Doors and Windows Materials	Approved	08/20/15		08/20/15	Unassigned	COR #008 Credit for Doors and Windows Materials	PCO #006 Credit for Doors and Windows Materials	(\$74,000.00)
006	0	Slab Replacement	Approved	08/12/15		08/12/15	Unassigned	COR #007 Slab Replacement	PCO #003 Slab Replacement	\$7,445.10
005	0	Roof Upper Layer Romoval	Approved	08/10/15		08/18/15	Gonzalez, Hector (McKenzie Construction)	COR #006 Roof Upper Layer Romoval	PCO #005 Roof Upper Layer Romoval	\$3,323.32
004	0	Additional Log Replacement	Approved	07/22/15		08/18/15	Gonzalez, Hector (McKenzie Construction)	COR #005 Additional Log Replacement	PCO #003 Additional Log Replacement	\$10,596.15
002	0	Waste Line Replacement	Approved	07/16/15		07/16/15	Unassigned	COR #002 Waste Line Replacement	PCO #002 Waste Line Replacement	\$1,390.80
001	0	Change Order #1: Bond Difference	Approved	06/25/15		06/29/15	Unassigned	COR #001 Change Order #1: Bond Difference	PCO #001 Change Order #1: Bond Difference	\$1,067.00

Total: \$138,118.25

VILLAGE HALL FURNITURE

Repurposed Items

Six Desks from former offices	0
Six Shelves for Street Files	0
Various File Cabinets	0

Purchase

		INVOICE	REFERENCE
Chairs for small table	\$160.62	156556050	Overstock.com
Desk Chair	\$290.99	156556050	Overstock.com
Office Side Chairs	\$171.61	156556050	Overstock.com
LATERAL FILE	\$580.99	156556050	Overstock.com
BOOKCASE	\$279.99	156556050	Overstock.com
L-DESK	\$779.99	156556050	Overstock.com
Overstock.com Discount	-\$226.42	156556050	Overstock.com
Desk and Lateral Files	\$1,541.95	782594776001	Office Depot
Desk	\$219.99	761635	Office Depot
Display Case, Small Table, side table, Cabinet, supplies	\$501.00		Ikea
Desk and Lateral File	\$643.00	1283462	Office Furniture.com
Desk Chairs (15)	\$4,077.96	782812159001	Office Depot
Desk Chairs Discount	-\$1,387.49	783359580001	Office Depot
Refinishing of Conference Table	\$425.00	632	McKenzie (at cost)
VILLAGE HALL FURNITURE TOTAL	\$8,059.18		

Donated Items

Conference Table Chairs (8)	Donated by Mayor Coviello (Shutts & Bowen)
Lobby Chairs (4)	Donated by Mayor Coviello (Shutts & Bowen)
Conference Table	Donated by the Ross family

LOG CABIN FURNITURE

Dais Chairs (10)	Donated by Mayor Coviello (Shutts & Bowen)
Audience Chairs	\$3,253.95.00 Office Depot

LOG CABIN FURNITURE TOTAL \$3,253.95.00