



# *The Village of Biscayne Park*

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

Telephone: 305 899 8000 Facsimile: 305 891 7241

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



*Indicates back up documents are provided.*

**1 Call to Order**

**2 Roll Call**

**3 Pledge of Allegiance**

**4 Presentations (6:30pm)**



**4.a Presentation of Certificate Appreciation to:**

- > Rotary Club of Miami Shores
- > Home Depot
- > Sherwin Williams

**4.b Police Chief Ray Atesiano - Recognition of Residents**

- > Jose Andino
- > Jared Susi

**4 Presentations (Continued 7:00pm)**



**4.c Proclamation - Martin Luther King Day of Service on January 25, 2014**

**4.d Village of Biscayne Park website ([www.biscayneparkfl.gov](http://www.biscayneparkfl.gov)) - Updated look and features**

**5 Additions, Deletions or Withdrawals to the Agenda**

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

**6 Public Comments Related to Agenda Items / Good & Welfare**

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

## 7 Consent Agenda

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



### 7.a Approval of Minutes

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



### 7.b Acceptance of Board Minutes

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



### 7.c **Resolution 2014-01**

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



### 7.d **Resolution 2014-02**

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



### 7.e **Resolution 2014-03**

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



**7.f Resolution 2014-04**

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



**7.g Resolution 2014-05**

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



**7.h Resolution 2014-06**

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



**7.i Resolution 2014-07**

A RESOLUTION OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA, **RATIFYING THE APPOINTMENT OF WALTER PETTIS TO THE RECREATION ADVISORY BOARD;** PROVIDING FOR AN EFFECTIVE DATE *(Sponsored by Vice Mayor Watts)*



**7.j Resolution 2014-08**

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

**8 Public Hearing**

< None >

**9 Ordinances**

**FIRST READING:**

< None >

**SECOND READING**

< None >

**10 Resolutions**

< None >

## 11 Old Business

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

< None >

## 12 New Business

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



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



12.b Discussion Regarding Next Steps in Annexation Process



12.c Discussion: Artwork donation

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

## 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



> Village Hall / Log Cabin renovation update.



> Board Vacancies / Upcoming March re-appointments.

14.b Village Attorney

14.c Board / Committee Reports:

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

14.d Commissioner Comments

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

## 15 Announcements

Wednesday, January 8th - Code Review Board at 7:00pm  
Wednesday, January 8th - Code Compliance Board at 7:00pm  
Wednesday, January 15th - Code Review Board at 7:00pm  
Monday, January 20th - All Village Departments are close in observance of  
Martin Luther King Day  
Tuesday, January 21st - Planning & Zoning Board at 6:30pm  
Saturday, January 25th - MLK Day of Service starting at 10:00am  
Monday, January 27th - Ecology Board at 6:30pm

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

## 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.

# *Village of Biscayne Park*

## *Certificate of Appreciation & Recognition*

*is hereby granted to*

## *Miami Shores Rotary Club*



*Winterfest 2013*

*Your continued support and generosity is a  
partnership we truly value and your efforts  
are a great benefit to our Village*

*January 7, 2014*

---

*David Coviello, Mayor*

---

*Heidi Shafran, Village Manager*

# *Village of Biscayne Park*

## *Certificate of Appreciation & Recognition*



*is hereby granted to*

# *Home Depot*

*North Miami, FL*

*Your generous donation towards the creation  
of the Mural at the Ed Burke Recreation  
Center*

*January 7, 2014*



*Birds of South Florida*

---

*David Coviello, Mayor*

---

*Heidi Shafran, Village Manager*

# *Village of Biscayne Park*

## *Certificate of Appreciation & Recognition*



*is hereby granted to*

# *Sherwin Williams*

*North Miami, FL*

*Your generous donation towards the creation  
of the Mural at the Ed Burke Recreation  
Center*

*January 7, 2014*



*Birds of South Florida*

---

*David Coviello, Mayor*

---

*Heidi Shafran, Village Manager*

# PROCLAMATION

## Martin Luther King Day of Service

January 25, 2014

WHEREAS Dr. Martin Luther King, Jr. devoted his life to advancing equality, social justice and opportunity for all, and challenged all Americans to participate in the never-ending work of building a more perfect union; and

WHEREAS President Ronald Reagan signed a bill in 1983 creating a federal holiday observed in January every year to honor Dr. King's birthday, life and work; President Bill Clinton established the King Holiday and Service Act in 1994, promoting a day of citizen action and volunteer service bringing attention to Dr. King's teachings; and, since enactment millions of Americans have been inspired to serve their neighbors and communities celebrating the King Holiday; and

WHEREAS it is appropriate to raise awareness, strengthen our commitment to each other in service of neighbors and community, while celebrating Dr. King's leadership and gift of communicating a message of unity and love; and

WHEREAS the King Holiday offers an opportunity for everyone to contribute to our communities, and to make an ongoing commitment of service beyond the King Holiday weekend and throughout the year; and

WHEREAS Roxanna Ross, Commissioner of the Village of Biscayne Park, shares a birthday with Dr. King and desires to celebrate the occasion with a community project to achieve needed repairs and landscaping within the Village of Biscayne Park as a service to all Biscayne Park neighbors; and

WHEREAS to encourage donations toward the project and to maximize the impact of generous gifts in support of these initiatives, Commissioner Ross pledges a challenge grant, matching \$1 (up to \$150) to every \$20 donation collected; and

WHEREAS neighbors are also requested to lend hands-on assistance during a community event to be held on Saturday, January 25<sup>th</sup>, 2014, in the Village of Biscayne Park.

**Now, Therefore, I, Roxanna Ross, Commissioner of the Village of Biscayne Park, in recognition thereof, do hereby proclaim Saturday, January 25, 2014, Martin Luther King Day of Service in the Village of Biscayne Park.**



IN WITNESS WHEREOF, I have hereunto set my hand this 7<sup>th</sup> day in January, in the year two thousand fourteen.

---

Roxanna Ross, Commissioner



**VILLAGE OF BISCAYNE PARK**  
640 NE 114TH STREET  
BISCAYNE PARK, FL 33161  
TEL: 305 899 8000 FAX: 305 891 7241  
www.biscayneparkfl.gov

Mayor and Commission

Noah Jacobs  
Mayor

Robert "Bob" Anderson  
Vice Mayor

Bryan Cooper  
Commissioner

Roxanna Ross  
Commissioner

Commissioner Watts  
Commissioner

Maria C. Camara  
Interim Village Manager

John J. Hearn  
Village Attorney

**MINUTES**

**SPECIAL COMMISSION MEETING**  
**Ed Burke Recreation Center - 11400 NE 9th Court**  
**Biscayne Park, FL 33161**  
**Thursday, November 14, 2013 6:30PM**

**1 Call to Order**

Mayor Noah Jacobs called the meeting to order at 6:46pm.

**2 Roll Call**

Mayor Noah Jacobs - present

Vice Mayor Bryan Cooper - absent (*Arrived at 6:58pm*)

Commissioner Bob Anderson - present

Commissioner Roxanna Ross - absent (*Arrived at 6:51pm*)

Commissioner Barbara Watts - present

Present from staff were:

Interim Village Manager Maria C. Camara

Village Attorney Eve Boutsis

Chief Ray Atesiano

Assistant to the Manager/Public Services Director Candido Sosa-Cruz

Finance Director Irwin Williams

Assistant Public Works Director Cesar Hernandez

**3 Pledge of Allegiance**

**4 Presentations**

< None >

**5 Additions, Deletions or Withdrawals to Agenda**

Vice Mayor Anderson: Discussion of the Resolution 2013-52 that was passed at the last meeting. The item is added as item 12.c under Old Business.

Commissioner Ross withdraws item 11.b, Resolution 2013-54.

---

*Mayor Jacobs took the following item, 10.a, out of order.*

---

Ordinances - SECOND READING

**10.a Ordinance 2013-13**

AN ORDINANCE OF THE VILLAGE COMMISSION OF BISCAYNE PARK, FLORIDA, PURSUANT TO SECTION 166.041, FLORIDA STATUTES, **TO AMEND ORDINANCE 2012-12 ADOPTED ON OCTOBER 23, 2012, FINALIZING AND ADOPTING THE ANNUAL OPERATING BUDGET FOR FISCAL YEAR 2012-13**, BY AMENDING VARIOUS PARTS OF THE BUDGET CONSISTENT WITH EXHIBIT "A", ATTACHED HERETO; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE

Mayor Jacobs read the title.

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

Vice Mayor Anderson makes a motion to approve Ordinance 2013-13 at second reading and it is seconded by Commissioner Watts.

All in favor: Mayor Jacobs, Vice Mayor Anderson, and Commissioner Watts

Motion carries: 3/0

## **6 Public Comments Related to Agenda Items / Good & Welfare**

Dan Samaria: Asks that an e-mail blast is sent out reminding residents to donate to food collection for Thanksgiving.

Chuck Ross: Expressed his opposition to the item related to Fred Jonas.

Janey Anderson: Stated that the Village is struggling with finances. Disappointed with four agenda items. Stated that for Resolution 2013-60, the language from Resolution 2011-21 should be used instead.

Gary Kuhl: Expressed his opposition to the item related to Fred Jonas. Stated that the items related to the Australian Pines are against science and the tenants of TREE City USA.

Linda Dillon: Stated that Resolution 2011-21 was already passed. Expressed support for Mr. Jonas. Presented a \$100 donation to the Foundation.

Barbara Kuhl: Expressed her support of Fred Jonas and her opposition to the item related to Fred Jonas. Concerned with the language of Resolution 2013-60.

Marie Smith: Shared that there is no civility at commission meetings. Expressed support for Australian Pines and the proposed tree preservation resolution.

Fred Jonas: Advised the concern that a neighbor had expressed to him on an Australian Pine on 10th Ave between 117th and 118th that is covered in vines.

## **7 Interim Village Manager**

## **8 Village Attorney**

## **9 Consent Agenda**

Item 9.d, Resolution 2013-60, was pulled and moved to item 11.b  
Item 9.g, Resolution 2013-63, was pulled and moved to item 11.c  
Item 9.h, Resolution 2013-64, was pulled and moved to item 11.d  
Item 9.i, Resolution 2013-65, was pulled and moved to item 11.e  
Item 9.f, Resolution 2013-62, was pulled and moved to item 11.f

Left on the consent agenda:

9.a Approval of Minutes

- > August 13, 2013 2nd Budget Workshop FY 2013-14 Budget
- > September 10, 2013 Regular Commission Meeting
- > September 11, 2013 1st Public Hearing FY 2013-14 Budget
- > September 21, 2013 Annexation Workshop
- > September 24, 2013 2nd Public Hearing FY 2013-14 Budget
- > October 1, 2013 Regular Commission Meeting
- > October 17, 2013 Special Commission Meeting

9.b Acceptance of Board Minutes

- > Parks & Parkway Advisory Board - September 18, 2013
- > Ecology Board - August 19, 2013
- > Planning & Zoning Board - October 10, 2013
- > Planning & Zoning Board - October 21, 2013
- > Code Compliance Board - October 8, 2013
- > Code Review Board - October 2, 2013
- > Resident Review Committee - August 21, 2013

9.c **Resolution 2013-48**

A RESOLUTION OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA, **URGING AND ENCOURAGING THE FLORIDA LEGISLATURE TO REPEAL ALL LAWS WHICH DENY THE RESTORATION OF VOTING RIGHTS**; PROVIDING FOR AN EFFECTIVE DATE

9.d **Resolution 2013-49**

A RESOLUTION OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA, **SUPPORTING EFFORTS TO REDUCE GUN VIOLENCE AND ILLEGAL FIREARMS TRAFFICKING** THROUGH MORE RESPONSIBLE GUN SALES AND MARKETING PRACTICES; DIRECTING THE INTERIM VILLAGE MANAGER TO COORDINATE WITH THE CHIEF OF POLICE TO PARTNER WITH OTHER MUNICIPALITIES TO CREATE A COALITION IN SUPPORT OF THIS INITIATIVE AND TO WORK WITH GUN AND AMMUNITION SUPPLIERS TO ENCOURAGE THE CONSIDERATION OF SALES AND MARKETING SAFEGUARDS; PROVIDING FOR AN EFFECTIVE DATE

9.f **Resolution 2013-52**

A RESOLUTION OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA, **SCHEDULING A SPECIAL COMMISSION MEETING ON TUESDAY, DECEMBER 10, 2013, FOR THE PURPOSE OF CERTIFYING THE RESULTS OF THE GENERAL MUNICIPAL ELECTION; ADMINISTERING THE OATH OF OFFICE TO THE NEWLY ELECTED COMMISSIONERS; PROVIDING A WORKSHOP AND ORIENTATION TO ALL ELECTED OFFICIALS**; PROVIDING FOR AN EFFECTIVE DATE.

9.g **Resolution 2013-53**

A RESOLUTION OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA, AFFIRMING **SUPPORT FOR THE INSTALLATION OF FIBER OPTIC CABLE FOR PUBLIC USE IN THE FLORIDA EAST COAST RAIL CORRIDOR**; URING MUNICIPALITIES OF MIAMI DADE COUNTY TO SUPPORT THE INSTALLATION OF FIBER OPTIC CABLE FOR PUBLIC USE IN THE FLORIDA EAST COAST RAIL CORRIDOR; PROVIDING FOR APPROVAL AND AUTHORIZATION; PROVIDING FOR EFFECTIVE DATE

9.h **Resolution 2013-55**

A RESOLUTION OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA **DECLARING VILLAGE VEHICLE AS SURPLUS PROPERTY** AND GRANTING THE INTERIM VILLAGE MANAGER AUTHORIZATION TO SELL SAID SURPLUS THROUGH GOV DEALS; PROVIDING FOR AN EFFECTIVE DATE

9.i **Resolution 2013-56**

A RESOLUTION OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA, **AUTHORIZING THE EXPENDITURE OF \$11,976.00 FOR BULLET PROOF VESTS THAT WILL BE REIMBURSED IN FULL THROUGH AN AWARDED GRANT**; PROVIDING FOR AN EFFECTIVE DATE

9.j **Resolution 2013-57**

A RESOLUTION OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA, **AUTHORIZING THE INTERIM VILLAGE MANAGER TO EXECUTE THE BUSINESS CLASS SERVICE ORDER AGREEMENT BETWEEN COMCAST AND THE VILLAGE** OF BISCAYNE PARK FOR INTERNET SERVICE; PROVIDING FOR AN EFFECTIVE DATE

9.k Commission approval to waive fees for Meet the Candidate event scheduled for Monday, November 25, 2013.

Commissioner Ross makes a motion to approve the balance of the consent agenda.

It is seconded by Vice Mayor Anderson.

All in favor: Mayor Jacobs, Vice Mayor Anderson, Commissioner Cooper, Commissioner Ross and Commissioner Watts

Opposed: None

Motion carries: 5/0

---

*Mayor Jacobs took the following item, 11.f, out of order.*

---

11.f **Resolution 2013-62**

A RESOLUTION OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA; AUTHORIZING THE INTERIM VILLAGE MANAGER TO **EXECUTE THE AGREEMENT BETWEEN CRAIG A. SMITH & ASSOCIATES, INC. AND THE VILLAGE OF BISCAYNE PARK FOR PROFESSIONAL SERVICES** RELATING TO BID DOCUMENTS, PROJECT BIDDING, CONSTRUCTION AND CLOSE-OUT ASSOCIATED WITH THE DRAINAGE AND ROADWAY REPAIR ON NORTHEAST 111TH STREET AND NORTHEAST 9TH COURT; PROVIDING FOR AN EFFECTIVE DATE.

Attorney Boutsis read the title.

Director Sosa-Cruz introduced Gene Schriener from Craig A. Smith & Associates.

Mr. Schriener was asked to explain why he recommended option A. He stated that this is a point repair. Why replace 80' of pipe when you only have a problem that is 8' long. Did not see any other issue with drainage line. He further explained that if you were to replace the entire system, it may not be the system you would want in the future. Further recommends that we take a global look at the entire drainage system and decide what needs to be done and identify improvements, including perhaps a positive outfall which is different than the french drain systems we currently have.

Mr. Schriener was asked if there was any evidence that the pipe was not properly installed. He stated it was a joint separation, so definitely an issue with installation. Looks to be workmanship.

Mr. Schriener was also asked to explain what is a positive outfall as compared to a french drain system. He explained that a french drain system is an older system in Florida. The downside is during summer, water tables are high, and the system does not work well. Many cities have changed to a positive outfall, for example the City of Sweetwater, but it did not work well there. Does not know enough about our entire system to know if a positive outfall would work here. Would need to do the analysis, get the cost, and then get funding. State, County and FEMA appropriations are available.

Commissioner Ross makes a motion to approve Resolution 2013-62 and it is seconded by Vice Mayor Anderson.

All in favor: Mayor Jacobs, Vice Mayor Anderson, Commissioner Cooper, Commissioner Ross and Commissioner Watts

Opposed: None

Motion carries: 5/0

---

*Mayor Jacobs took the following item, 12.a, out of order.*

---

12.a Village Manager Selection Process: Announcement of Village Manager selection.

Vice Mayor Anderson makes a motion to go straight to the voting and there is consensus to proceed with each Commissioner to make their selection on paper and submit it to the Clerk.

The Clerk tallies the votes which are as follows:

Commissioner Cooper: Heidi Shafran  
Vice Mayor Anderson: Sharon Ragoonan  
Mayor Jacobs: Heidi Shafran  
Commissioner Ross: Heidi Shafran  
Commissioner Watts: Heidi Shafran

Commissioner Ross makes a motion selecting Heidi Shafran as the next Village Manager and it is seconded by Vice Mayor Anderson.

All in favor: Mayor Jacobs, Vice Mayor Anderson, Commissioner Cooper, Commissioner Ross and Commissioner Watts

Opposed: None

Motion carries: 5/0

Commissioner Ross makes a motion to direct the Village attorney to negotiate a contract with the new Village Manager in line with the agreement of the prior Manager. It is seconded by Mayor Jacobs.

All in favor: Mayor Jacobs, Vice Mayor Anderson, Commissioner Cooper, Commissioner Ross and Commissioner Watts

Opposed: None

Motion carries: 5/0

There is consensus to bring back the agreement for approval at the November 20th Special Commission meeting.

## **11 Resolutions**

### **11.a Resolution 2013-44**

A RESOLUTION OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA, **ADOPTING AN ANTI-BULLYING POLICY** THAT ESTABLISHES AN AWARENESS CAMPAIGN FOR THE PREVENTION OF BULLYING, HARASSMENT AND INTIMIDATION OF CHILDREN, ADULTS AND EMPLOYEES AT VILLAGE FACILITIES; PROVIDING FOR AN EFFECTIVE DATE

Attorney Boutsis read the title.

Commissioner Watts makes a motion to return Resolution 2013-44 to its original wording as presented on October 1st, and to approve it. It is seconded by Commissioner Ross.

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

Opposed: Mayor Jacobs and Commissioner Cooper

Motion carries: 3/2

Commissioner Watts makes a motion to direct staff to include an anti-harassment policy, with a statement to cover whistle blowers, in the current revision of the Employee Policies and Procedures Handbook, and to submit to the Commission for approval. It is seconded by Commissioner Cooper.

All in favor: Mayor Jacobs, Vice Mayor Anderson, Commissioner Cooper, Commissioner Ross and Commissioner Watts

Opposed: None

Motion carries: 5/0

11.b **Resolution 2013-60**

RESOLUTION OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK **RE-EMPHASIZING OUR COMMITMENT TO MAINTAIN CIVILITY** IN THE CONDUCT OF THE PUBLIC'S BUSINESS AS IT RELATES TO **BOARDS, COMMITTEES, AND REPRESENTATIVES OF THE VILLAGE**, AND DIRECTING STAFF TO **CREATE SUCH A POLICY** FOR THE VILLAGE COUNCIL TO REVIEW AND ENACT; PROVIDING FOR AN EFFECTIVE DATE

Mayor Jacobs read the title.

After hearing comments on this resolution, Commissioner Watts makes a motion to replace the language of this resolution with that of Resolution 2011-21 and to include board and committee members. It is seconded by Commissioner Ross.

Mayor Jacobs is not eager to support the motion. No matter how odious comments are, or if view are dissenting, everyone has a right to say it. Not comfortable with restricting freedom of speech.

Commissioner Cooper concurs. Has a problem when mis-information is sent out. Miami Dade County law already has provisions to take action if it happens. This is not needed. Could be used as a weapon for repression.

Commissioner Ross stated that Resolution 2011-21 does not restrict any form of speech. It only asks to respect the right of citizens.

Mayor Jacobs does not agree.

The motion is called to a vote.

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

Opposed: Mayor Jacobs and Commissioner Cooper

Motion carries: 3/2

11.c **Resolution 2013-63**

A RESOLUTION OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA; **GIVING DIRECTION TO THE VILLAGE ADMINISTRATION TO DEVELOP AND DRAFT A TREE MAINTENANCE AND TREE REMOVAL POLICY**; PROVIDING FOR AN EFFECTIVE DATE.

Mayor Jacobs read the title.

Commissioner Watts understands that Miami Dade County has a tree ordinance which the Village falls under, but it does not provide for notification to residents when a tree is taken down that are adjacent to their property. City of Miami does this which gives time for an appeal. Behooves us to look at other cities. The removal of Australian Pines last summer caused a lot of resident reaction.

Commissioner Watts makes a motion to approve Resolution 2013-63 and it is seconded by Commissioner Cooper.

Commissioner Ross agrees that notification to residents is a good policy, but the process should not be burdensome. Also concerned that the memorandum provided with this resolution talks about a specific tree. It should be for all trees.

Vice Mayor Anderson had previously asked what other cities had. Agrees with Commissioner Ross that we should not single out a specific tree. In 2004, we passed a resolution to trim 18 Australian Pines at a cost of \$5,700. We only have a small amount of money available to trim all trees and we should look at all trees and prioritize. If you single out a tree, would be against it. If this covers all trees, would be for it.

Commissioner Watts explained that Australian Pines are special to the Village. Just asking for a policy that gives special attention to them. Does not mean to exclude other trees.

Commissioner Watts makes a motion to amend Resolution to cut out the language that it is specific to Australian Pines. Commissioner Cooper agrees to the amendment.

The original motion is called to a vote.

All in favor: Mayor Jacobs, Vice Mayor Anderson, Commissioner Cooper, Commissioner Ross and Commissioner Watts

Opposed: None

Motion carries: 5/0

#### 11.d **Resolution 2013-64**

A RESOLUTION OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA, **DECLARING AUSTRALIAN PINES IN THE VILLAGE OF BISCAYNE PARK AS CHAMPION/HISTORIC TREES** AND TO ESTABLISH A PRESERVATION FUND; PROVIDING FOR AN EFFECTIVE DATE.

Mayor Jacobs read the title.

Commissioner Watts provided background on the origins of the Australian Pines and that recent studies done by the State of Florida has provided ways that their promulgation can be stopped. There should be efforts by the Village to maintain and preserve all trees, including the Australian Pines before they die, and the Town of Gulfstream was provided as an example. Asks that funding be established for this endeavor, including that of the Biscayne Park Foundation.

Attorney Boutsis provided her concerns with those trees that are on county or state roads. Would recommend the resolution be amended showing a declaration of intent.

Commissioner Cooper has gotten previous assurances that the County would not remove. Nothing would keep us from moving forward with the "intent".

Commissioner Ross recommends working with the County to get their approval. Is concerned with all trees and the available funding. Need to prioritize and put our limited funding where it would provide biggest impact to the Village. Grants help us stretch our dollars when it comes to tree maintenance. These grants administered by the Florida Department of Agriculture and Consumer Services and the Division of Forestry. Florida is the state with the most championed trees and this same division administers this. Have looked at their registry and the Australian Pines are not on this list because evasive exotic trees cannot be named as champion. Wonders how the Division will view our next grant if we put money aside for a tree that is not on the State's champion list. To go against the Division could put us in a bad light. Do not see this as a move in a positive direction. There is no plan in place to remove Australian Pines. We have mitigated when there was a hazard. We need to seek grants. Do not want to see us leave money on the table.

Commissioner Anderson: Regarding the Town of Gulfstream, they have a two mile stretch of Australian Pines. Further, they have a full-time arborist. Their median income is \$176 thousand. In Miami Beach, they have greater revenue and resources to maintain. We do not. In Pembroke Pines, the Australian Pines are in a park, or a grove of many trees and they see it as a bird sanctuary. They do not have Australian Pines in their medians next to homes. We are different. We do not have the resources. We don't have the capital to fix our roads which are severely damaged by tree roots. We have limits and we need to maintain all trees.

Commissioner Cooper: On assertion that we would be in danger of not getting grants, does not agree.

Mayor Jacobs: It is unfortunate that we all say how special we are, and one of those signature items is the Australian Pines. This is something we should cherish. Has never heard before that Commissioner Watts is not considerate of all types of trees. She does support all trees and wants to honor the original trees. If we are special, one of the things we should do is to honor our history and the Australian Pines. Not to honor them would be improper.

Director Sosa-Cruz: In regards to tree trimming, in the last fiscal year we did half of the Village. Part of that included the Australian Pines on 118th Street. We do not exclude any trees in trimming process. We maintain all trees.

Commissioner Watts makes a motion to approve Resolution 2013-64 with the insertion of "intent" in the title. It is seconded by Commissioner Cooper.

All in favor: Mayor Jacobs, Commissioner Cooper and Commissioner Watts

Opposed: Vice Mayor Anderson and Commissioner Ross

Motion carries: 3/2

#### 11.e **Resolution 2013-65**

A RESOLUTION OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA; **RECOMMENDING A REPRIMAND OF BISCAYNE FOUNDATION PRESIDENT FRED JONAS**; REQUESTING THAT FRED JONAS CEASE HIS CONFLICT OF INTEREST ACTIVITIES, OR OTHERWISE BE SUBJECT TO REMOVAL AS A BOARD MEMBER OF THE FOUNDATION IN ACCORDANCE WITH ITS BYLAWS; PROVIDING FOR AN EFFECTIVE DATE.

Attorney Boutsis read the title.

Commissioner Watts makes a motion to approve Resolution 2013-65 and it is seconded by Commissioner Cooper.

Commissioner Watts explained that this was on her list of things to do for quite a while. Many had expressed to her that as the President of the Foundation, Mr. Jonas should be the main cheerleader for the Village. But instead his blog vilifies the administration and commission. Contrary to the expressed goals of the Village.

Mr. Jonas was provided the opportunity to speak and stated he does not comprehend this resolution, or what conflict of interest exists, or what is being asked of him to change, or why this is being done now. Reminds Commissioner Watts of how critical she, Commissioner Cooper and Steve Bernard were of this commission.

---

*Mayor Jacobs called for a recess at 8:49pm.*

*The meeting resumed at 9:01pm.*

---

Mr. Jonas apologized for losing his cool. Does not want to hear from Commissioner Watts that he is wasting Village money as that would be hypocritical. Wants to know what Commissioner Watts wants him to change. Feels he has been under attack by Steve Bernard who is urging people not to vote for him. Is concerned that many of his campaign signs have been removed, and that this Resolution is part of that pattern. This could be considered as a tort that is liable.

Commissioner Watts suggests that Mr. Jonas change the tone of his blog and that any statements putting down the administration or commission cease. Asks to cease being critical and to keep with the goals of the Foundation.

Commissioner Watts makes a motion to table the motion indefinitely and it is seconded by Mayor Jacobs.

All in favor: Mayor Jacobs and Commissioner Watts

Opposed: Vice Mayor Anderson, Commissioner Cooper and Commissioner Ross

Motion fails: 2/3

Commissioner Cooper: Clear from a legal perspective that conflict of interest is not the proper term. There is a conflict of purpose and misinformation.

Commissioner Ross: Very suspicious of the timing of this item. Concerned with the use of conflict of interest activity. That phrase is used for serious crimes. Reminds Commissioner Watts of the derogatory remarks she made when she was a resident. It was the right she had to make those statements. Commissioner Cooper took an oath to uphold the laws of the Village, County and State. Have seen him furnish false information again and again. If there is anyone we want to bring forward it should be ourselves. I chose not to pursue this with Commissioner Cooper because I did not want to waste Village resources in that engagement.

Mayor Jacobs: The truth is that no matter how disrespectful, you have the right to do so. Regardless of what was said, he has the right to do so, even those statements that were personal attacks of me. Does not appear that there is fundamental support that it has impeded his ability to serve on the Foundation.

Commissioner Watts withdraws the item.

## **12 Old Business**

### **12.b Commissioner Ross: Update on the Clean Energy Coastal Corridor initiative.**

Commissioner Ross provided a brief update on this project. Will be going live in about six months. Participated in an organizational meeting on October 10th. Jordan Leonard was named the Chair. Second meeting on November 19th will be to discuss the assessment. Will provide an update after that. Looks to have applications being processed in 6-8 months.

Mayor Jacobs thanks Commissioner Ross for spear heading this effort.

### **12.c Resolution 2013-52 that was passed on November 6th, regarding the meeting on December 10th.**

Vice Mayor Anderson looking to confirm that the selection of the Mayor at the December 10th meeting is included in Resolution 2013-52 that was passed on November 6th,, and that there is also flexibility to add items to the agenda that are time sensitive.

Vice Mayor Anderson makes a motion to amend the Resolution to include the selection of Mayor and it is seconded by Commissioner Ross.

All in favor: Mayor Jacobs, Vice Mayor Anderson, Commissioner Cooper, Commissioner Ross and Commissioner Watts

Opposed: None

Motion carries: 5/0

## **13 New Business**

< None >

## **14 Final Public Comment**

Barbara Kuhl expressed her concern regarding the work and money involved in some items that were placed on the agenda. Stated that Fred Jonas deserved an apology.

Chuck Ross: Expresses support for Fred Jonas receiving an apology. Congratulates Heidi Shafran - a good addition to the Village. In regards to Crime Watch, substantial leap in membership.

Linda Dillon: Welcomes Heidi Shafran. Reminds everyone of the Meet the Candidates event on November 25th.

## 15 Announcements

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

Monday, November 18th - Ecology Board at 6:30pm

Wednesday, November 20th - Special Commission Meeting at 6:30pm

Wednesday, November 20th - Parks & Parkway Advisory Board at 6:00pm

Friday, November 22nd - 80th Anniversary Art/Music Celebration

Monday, November 25th - Meet the Candidates at 7:00pm

Thursday, November 28th - All Village Departments are closed for Thanksgiving

Friday, November 29th - Village Hall is closed. Public Works is operational.

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

Tuesday, December 3rd - Biscayne Park Election from 7:00am to 7:00pm

Thursday, December 5th - Recreation Advisory Board at 7:00pm

Our next regular Commission meeting is Tuesday, December 10 2013, at 7:00pm.

## Adjournment

The meeting was adjourned at 9:34pm.

Commission approved on \_\_\_\_\_.

Attest:

\_\_\_\_\_  
David Coviello, Mayor

\_\_\_\_\_  
Maria Camara, Village Clerk



**VILLAGE OF BISCAYNE PARK**  
**640 NE 114TH STREET**  
**BISCAYNE PARK, FL 33161**  
TEL: 305 899 8000 FAX: 305 891 7241  
[www.biscayneparkfl.gov](http://www.biscayneparkfl.gov)

Mayor and Commission

Noah Jacobs  
Mayor

Robert "Bob" Anderson  
Vice Mayor

Bryan Cooper  
Commissioner

Roxanna Ross  
Commissioner

Commissioner Watts  
Commissioner

Maria C. Camara  
Interim Village Manager

John J. Hearn  
Village Attorney

**MINUTES**  
**SPECIAL COMMISSION MEETING**  
**Ed Burke Recreation Center - 11400 NE 9th Court**  
**Biscayne Park, FL 33161**  
**Wednesday, November 20, 2013 6:30PM**

**1 Call to Order**

Mayor Noah Jacobs called the meeting to order at 6:36pm.

**2 Roll Call**

Mayor Noah Jacobs - present  
Vice Mayor Bryan Cooper - absent  
Commissioner Bob Anderson - present  
Commissioner Roxanna Ross - present  
Commissioner Barbara Watts - absent

Present from staff were:

Interim Village Manager Maria C. Camara  
Village Attorney Eve Boutsis  
Assistant to the Manager/Public Services Director Candido Sosa-Cruz  
Finance Director Irwin Williams  
Assistant Public Works Director Cesar Hernandez

**3 Pledge of Allegiance**

**4 Presentations**

< None >

**5 Additions, Deletions or Withdrawals to Agenda**

Commissioner Ross asks to add Commissioner comments at the end.

**6 Public Comments Related to Agenda Items / Good & Welfare**

< None >

**7 Ordinances - SECOND READING**

7.a **Ordinance 2013-11**

AN ORDINANCE OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA, **ESTABLISHING THE 2012-2013 MILLAGE RATE AT 9.70 MILS** FOR EACH \$1,000 OF ASSESSED VALUATION UPON REAL AND PERSONAL PROPERTY WITHIN THE VILLAGE LIMITS OF THE VILLAGE OF BISCAYNE PARK; PROVIDING FOR AN EFFECTIVE DATE

Mayor Jacobs read the title.

Mayor Jacobs opened the meeting to public comment on the ordinance.

Linda Dillon: Concerned where we were going to get the money for the additional advertising of the ordinance.

Commissioner Ross makes a motion to approve Ordinance 2013-11 and it is seconded by Vice Mayor Anderson.

All in favor: Vice Mayor Anderson and Commissioner Ross

Opposed: Mayor Jacobs

Motion carries: 2/1

7.b **Ordinance 2013-12**

AN ORDINANCE OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA, **ADOPTING A BUDGET FOR FISCAL YEAR 2013-2014 FOR THE VILLAGE OF BISCAYNE PARK**, FLORIDA; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE

Mayor Jacobs read the title.

Mayor Jacobs opened the meeting to public comment on the ordinance.

Fred Jonas: Anyone who votes against this needs to express a viable alternative. In your discussion, please make clear the alternatives or something that amounts to something.

Commissioner Ross makes a motion to approve Ordinance 2013-11 and it is seconded by Vice Mayor Anderson.

All in favor: Vice Mayor Anderson and Commissioner Ross

Opposed: Mayor Jacobs

Motion carries: 2/1

**8 Resolutions**

8.a **Resolution 2013-67**

A RESOLUTION OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA, AUTHORIZING THE MAYOR TO **EXECUTE THE EMPLOYMENT AGREEMENT BETWEEN THE VILLAGE OF BISCAYNE PARK AND HEIDI SHAFRAN** APPOINTING HEIDI SHAFRAN AS VILLAGE MANAGER OF THE VILLAGE OF BISCAYNE PARK, FLORIDA; PROVIDING FOR AN EFFECTIVE DATE

Mayor Jacobs read the title.

Attorney Boutsis provided the background and a summary of the edits provided by Ms. Shafran.

Commissioner Ross makes a motion to approve Resolution 2013-67 after discussion and approval of changes. It is seconded by Commissioner Anderson.

Commissioner Ross: Comfortable with three year term and then an automatic renewal. Changes to A are acceptable.

There is consensus on item 2A.

Commissioner Ross: On probationary period, important to have one. The edit provides for payout of all vacation, all sick if terminated. Don't want to have a liability of payout should it now work out.

Ms. Shafran: Taking a risk to come here. Looking for commitment from both sides to making it work. If not providing for full compensation of what is allowed by Florida statutes, asking for something.

Vice Mayor Anderson: Understands the concern. But everyone hired in Biscayne Park goes through a probationary period. Hopefully we hire no one that is going to fail, in any department, but looking to protect taxpayers of Biscayne Park.

Mayor Jacobs: Suggest accruals start at day 91. This would be a happy medium.

Commissioner Ross: Agrees. We want to create sustainability. Use of the phrase probably does sound non-committal, but looking to protect the Village. Also looks to phase in payout.

Section 2B is tentatively stricken.

Commissioner Ross: On section 5B, proposes that at day 91, two week severance. Then after 6 months, four weeks, then one week per year.

There is consensus.

Ms. Shafran is acceptable.

On 5C, there is consensus to accept the changes submitted.

Vice Mayor Anderson: Looks for consistency if changing to 60 days in this section, then change to 60 days on 5B.

Mayor Jacobs: Should be able to recoup if they do not abide by 60 days. Provide for a forfeiture of payout. For early termination of 30 days or less, forfeit 50% of payout.

Ms. Shafran accepts and there is consensus.

On section 11, in regards to payment of unused vacation and sick leave, add "consistent with the personnel policies for general employees".

Vice Mayor Anderson: Strike the three days of vacation during first six months.

Ms. Shafran explains that she has six days of vacation already planned at the end of December (December 25th through January 5). Will take them without pay, as well as a pre-scheduled day in February 2014.

There is consensus.

Commissioner Ross: On section 12, the Village should not absorb the cost for family coverage on health insurance. Premiums are so high, should not have to absorb. This does not relate to performance. It is not used in the business world and in other municipalities.

Mayor Jacobs: This is one of the most important contracts. Looking for a happy medium and looks to pay for at least a portion.

There is consensus to remove the proposed changes to section 12.

On section 7b, there is consensus to change to \$140 per month for cell phone allowance.

On section 4b, there is consensus to remove "the right to" in the last sentence.

Commissioner Ross: On section 4a, would feel comfortable with \$87,000 as the starting salary.

Vice Mayor Anderson: Would prefer to be in between \$83,000 and \$87,000.

Ms. Shafran: Currently making \$84,000 and slated for a 5% increase in March which would take it to \$88,000.

Mayor Jacobs and Commissioner Ross are comfortable with \$86,000 and Vice Mayor Anderson prefers \$85,000.

Commissioner Ross makes a motion to set the starting salary at \$86,000 and it is seconded by Mayor Jacobs.

All in favor: Mayor Jacobs and Commissioner Ross

Opposed: Vice Mayor Anderson

Motion carries: 2/1

On section 4.c, there is consensus to accept the proposed annual percentage increases.

On section 4.d, there is consensus to accept the proposed changes.

Ms. Shafran points out that the previous Manager was provided with reimbursement of the 3% employee FRS contribution. Would ask for the same or at least \$250 towards the premium for family health insurance.

Neither request was accepted and Commissioner Ross explains that the 3% FRS reimbursement for the prior Manager was done in lieu of a raise.

Commissioner Ross renews her original motion to approve Resolution 2013-67 with the changes that have been approved. It is seconded by Mayor Jacobs.

All in favor: Mayor Jacobs, Vice Mayor Anderson and Commissioner Ross

Opposed: None

Motion carries: 3/0

#### **14 Final Public Comment**

Janey Anderson: Welcomes Heidi. Did not agree with putting a penalty for not giving full 60 days if the Manager leaves. If Manager Garcia had stayed full 90 days, payout would have been much higher.

Chester Morris: Welcomes Heidi. Expressed his opposition of spending money for the mural. Expressed his concern that some commissioners are frequently absent to meetings and events, such as today's meeting when the Manager's contract is being discussed.

Chuck Ross: Congratulations Heidi. Did a good job negotiating. If termination period extends to new year, you may want to consider this. Look forward to working with new manager.

#### Commissioner comments:

Commissioner Ross: In response to Doc Morris' comments, had previously proposed to have an expense reimbursement for all Commissioners and to get paid when they do work for the Village. Look to have that discussion again. Thanks everyone for their faith in me these past four years as both your Mayor and now Commissioner. Have taken this job very seriously and do a lot of research on items that come before us. Try to compromise when I can, but try to make best decision for the Village.

Vice Mayor Anderson: Welcomes new Manager. Doc Morris is correct. Only in the last five years we have had Commissioners not being involved. Something needs to be done. Maybe elected officials should have probationary period. If you want to sit up here, be involved. On November 25th there will be a Meet the Candidates event. Urges all to come out. Urges everyone to vote. Break the apathy cycle.

Mayor Jacobs: Welcomes Heidi. It has been an interesting two years. It has been wonderful representing the Commission as Mayor and look forward to continuing. Our community is wonderful and challenging. Encourage all to attend Meet the Candidates. Encourage participation from all corners of the park. Look forward to new administrative leadership.

**15 Announcements**

All public meetings are held at the Ed Burke Recreation Center,  
11400 NE 9th Court, Biscayne Park.

Friday, November 22nd - 80th Anniversary Art/Music Celebration from 6:00pm to  
10:00pm

Saturday, November 23rd - Art Exhibition and Staff Football Game starting at  
10:00am

Monday, November 25th - Meet the Candidates at 7:00pm

Thursday, November 28th - All Village Departments are closed for Thanksgiving

Friday, November 29th - Village Hall is closed. Public Works is operational.

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

Tuesday, December 3rd - Biscayne Park Election from 7:00am to 7:00pm

Thursday, December 5th - Recreation Advisory Board at 7:00pm

Our next regular Commission meeting is Tuesday, December 10, 2013 at 7:00pm.

**Adjournment**

The meeting was adjourned at 8:10pm.

Commission approved on \_\_\_\_\_.

Attest:

\_\_\_\_\_  
David Coviello, Mayor

\_\_\_\_\_  
Maria Camara, Village Clerk



**MINUTES**  
**REGULAR COMMISSION MEETING**  
**Ed Burke Recreation Center - 11400 NE 9th Court**  
**Biscayne Park, FL 33161**  
**Tuesday, December 10, 2013 7:00PM**

**1 Call to Order**

Mayor Noah Jacobs called the meeting to order at 7:02pm.

**2 Roll Call**

Mayor Noah Jacobs - present  
Vice Bob Anderson - present  
Commissioner Bryan Cooper - absent  
Commissioner Roxanna Ross - present  
Commissioner Barbara Watts - present

Present from staff were:

Village Manager Heidi Shafran  
Village Clerk Maria C. Camara  
Village Attorney John Hearn  
Police Chief Ray Atesiano  
Assistant to the Manager/Public Services Director Candido Sosa-Cruz  
Finance Director Irwin Williams  
Assistant Public Works Director Cesar Hernandez

**3 Pledge of Allegiance**

**4 Presentations**

4.a Roscoe Leroy Tillman, employee in the Public Works Department for 38 years, was recognized for his service. The Commission offered their thanks and best wishes in his upcoming retirement.

4.b Canvassing Board Election Results of December 3, 2013 Village of Biscayne Park Election

## Resolution 2013-69

A RESOLUTION OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA,; CANVASSING RETURNS AND **CERTIFYING THE RESULTS OF THE GENERAL MUNICIPAL ELECTION** OF THE VILLAGE OF BISCAYNE PARK, MIAMI-DADE COUNTY, FLORIDA, HELD DECEMBER 3, 2013, DESIGNATING THE PERSONS ELECTED TO OFFICE AND LENGTH OF TERMS; PROVIDING FOR AN EFFECTIVE DATE

Attorney Hearn read the title.

Vice Mayor Anderson makes a motion to approve Resolution 2013-69 and it was seconded by Commissioner Ross.

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

Opposed: None

Motion carries: 4/0

- 4.c Manager Heidi Shafran recognized Mayor Jacobs for his service to the Village and presented him with a plaque.

Mayor Jacobs expressed his gratitude.

---

*Recess called at 7:11pm*

*Meeting resumed at 7:21pm*

---

- 4.d Swearing in of newly elected Commission:

David Coviello was sworn in by Maria Camara, Village Clerk.

Fred Jonas was sworn in by Maria Camara, Village Clerk.

Roxanna Ross was sworn in by Charles Ross, along with Maria Camara, Village Clerk.

- 4.e Selection of Mayor:

Attorney Hearn explained the process and asked for nominations.

Commissioner Watts nominates Commissioner Coviello

Commissioner Jonas nominates Commissioner Ross

Attorney Hearn closed the nominates.

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

Commissioner Coviello is selected as Mayor by a 5/0 vote.

Selection of Vice Mayor:

Commissioner Ross makes a motion to follow the charter and appoint a Vice Mayor to serve for a period of six months, in reverse alphabetical order. It is seconded by Commissioner Jonas.

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

Opposed: None

Motion carries: 5/0

Commissioner Watts is first to serve as Vice Mayor.

- 4.f Chester Morris, representing the Rotary Club, congratulates the new Commission and presents Mayor Coviello with a donation of \$500.00 towards Winter Fest.

## 5 **Additions, Deletions or Withdrawals to Agenda**

Commissioner Ross adds discussion of voting delegate for the Miami Dade County League of Cities.

Commissioner Ross makes a motion to renew Commissioner Bob Anderson as the Village's voting board member for the League. It is seconded by Commissioner Anderson.

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

Opposed: None

Motion carries: 5/0

## 6 **Consent Agenda**

### 6.a **Resolution 2013-70**

A RESOLUTION OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA **GRANTING AUTHORITY TO HEIDI SHAFRAN AS VILLAGE MANAGER TO SERVE AS A SIGNATORY** ALONG WITH THE VILLAGE COMMISSION ON ALL BANKING RELATED DOCUMENTS FOR THE VILLAGE OF BISCAYNE PARK; PROVIDING FOR AN EFFECTIVE DATE

Attorney Hearn read the title.

Commissioner Anderson makes a motion to approve Resolution 2013-70 and it is seconded by Commissioner Ross.

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

Opposed: None

Motion carries: 5/0

### 6.b **Resolution 2013-71**

A RESOLUTION OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA **ESTABLISHING THE REGULAR COMMISSION MEETING SCHEDULE FOR 2014;** AND PROVIDING FOR AN EFFECTIVE DATE.

Attorney Hearn read the title.

Commissioner Anderson makes a motion to approve Resolution 2013-70 and it is seconded by Commissioner Ross.

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

Opposed: None

Motion carries: 5/0

## **7 Public Comments Related to Agenda Items / Good & Welfare**

Chuck Ross: Congratulates Mayor Coviello and the newly elected officials. Welcomes Manager Shafran. Regarding Crime Watch, on December 18th, there will be a luncheon to recognize police officers and crime watchers of the year. All are invited to attend and if you are interested, please send an e-mail to Crime Watch.

Judi Hamelburg: Appreciates Chuck's service to Crime Watch. Happy to be coming back to meetings and gives her full support to the new commission.

Janey Anderson: Looks forward to commission meetings. Offered words of praise to new elected commissioners. Congratulations to all.

Gary Kuhl: Congratulations to all. Great confidence in the Village and administration.

Karen Cohen: Congratulations to new commission. Offered words of praise to each commissioner. Joins all in welcoming new Village Manager. Feels you will all work together in harmony and with respect.

Tracy Truppman: Thanks everyone. Part of the democratic process. Saw all the candidates working and meeting residents. Thanks residents for making the Village what it is. Fiscal policies and our reserves is the biggest and most important priority. Best of luck to all.

## **8 Village Manager**

Manager Shafran thanks the prior and new Commission for their support. Thanks the Staff. Thanks also to Roscoe Tillman who on her first day of work was the first person she met and was so welcoming. All Village employees support the Commission. Looks towards moving forward. There will be an Open House at Village Hall on December 18th starting at 4:30pm. Welcomes everyone to attend.

## **9 Announcements**

Wednesday, December 11th - Code Compliance Board at 7:00pm

Monday, December 16th - Ecology Board at 6:30pm

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

Wednesday, December 18th - Meet the Manager from 4:30pm to 6:30pm

Wednesday, December 18th - Parks & Parkway Advisory Board at 6:00pm

Saturday, December 21st - Winterfest from 11:00am to 2:00pm

Tuesday, December 24th - Village Hall will close at 1:00pm.

Wednesday, December 25th - Village Departments are closed for Christmas

Tuesday, December 31st, Village Hall will close at 3:00pm.

Wednesday, January 1st - Village Departments are closed for New Years Day

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

**10 Adjournment**

The meeting was adjourned at 8:03pm.

Commission approved on \_\_\_\_\_.

Attest:

\_\_\_\_\_  
David Coviello, Mayor

\_\_\_\_\_  
Maria Camara, Village Clerk



**MINUTES**  
**NEW COMMISSION WORKSHOP**  
**Ed Burke Recreation Center - 11400 NE 9th Court**  
**Biscayne Park, FL 33161**  
**Tuesday, December 10, 2013 8:00PM**

**1 Call to Order**

Mayor David Coviello called the meeting to order at 8:15pm.

**2 Roll Call**

Mayor Coviello - present

Vice Mayor Watts - present

Commissioner Bob Anderson - present

Commissioner Fred Jonas - present

Commissioner Roxanna Ross - present

Present from staff were:

Village Manager Heidi Shafran

Village Clerk Maria C. Camara

Village Attorney John Hearn

Assistant to the Manager/Public Services Director Candido Sosa-Cruz

Assistant Public Works Director Cesar Hernandez

**3 Presentations**

3.a Attorney Hearn provided a review and summary of the New Commissioner Orientation handout, Sunshine Laws, Public Records Law, and Ethics.

3.b Manager Shafran reviewed a draft of changes to the agenda format.

**4 Final Public Comment**

Chuck Ross: Regarding public comment, in North Miami, when each agenda item comes up, their Council discusses it and then gives residents an opportunity to speak at that time. Understands the reason to have structure and that may not be practical here. Sees both sides of the argument. Good job to all.

Janey Anderson: Likes seeing new ideas from the Manager. What kept people away before was not too much structure, but rather a lack of. Let's move forward with structure and change as needed. Start with structure to get a foot in the door and in the right direction.

**5 Adjourment**

The meeting was adjourned at 9:45pm.

Commission approved on \_\_\_\_\_.

Attest:

\_\_\_\_\_  
David Coviello, Mayor

\_\_\_\_\_  
Maria Camara, Village Clerk



## Village of Biscayne Park Commission Agenda Report

Village Commission Meeting Date: January 7, 2014

Subject: Acceptance of Board Minutes

Prepared By: Maria C. Camara, Village Clerk

Sponsored By: Staff

---

### Background

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

### Fiscal/Budget Impact

None.

### Staff Recommendation

Acceptance at Consent

January 7, 2014

Commission Agenda Report

Acceptance of Board Minutes

## **Attachments**

Planning & Zoning Board - November 18, 2013

Planning & Zoning Board - December 2, 2013

Planning & Zoning Board - December 16, 2013 **DRAFT**

Code Compliance Board - November 12, 2013

Code Compliance Board - December 11, 2013 **DRAFT**

Recreation Advisory Board - November 7, 2013 **DRAFT**

Parks & Parkway Advisory Board - October 16, 2013

Parks & Parkway Advisory Board - November 20, 2013 **DRAFT**



# Village of Biscayne Park

640 NE 114<sup>th</sup> Street  
Biscayne Park, FL 33161  
Tel: 305 899 8000  
Fax: 305 891 7241  
[www.biscayneparkfl.gov](http://www.biscayneparkfl.gov)

## Planning & Zoning Board

Peter "Gage" Hartung  
Chair

Andrew Olis  
Vice-Chair

Elizabeth Hornbuckle  
Board Member

Doug Tannehill  
Board Member

Carl Bickel  
Board Member

Mario Rumiano  
Alternate Board  
Member

Jeanie Bridges  
Building Clerk

## MINUTES

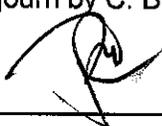
**PLANNING & ZONING BOARD MEETING**  
**Ed Burke Recreation Center**  
11400 NE 9<sup>th</sup> Court – Biscayne Park, FL  
**Monday- November 18<sup>th</sup>, 2013- 6:30 p.m.**

1. **CALL TO ORDER:** Meeting was called to order at 6:35 p.m.
2. **ROLL CALL:** Peter Hartung-Chair-present  
Andrew Olis- Vice-Chair-present  
Elizabeth Hornbuckle- Board Member- absent  
Doug Tannehill- Board Member- present  
Carl Bickel-Board Member- present  
Mario Rumiano-Alternate Board Member- not present  
Also in attendance, Jeanie Bridges, Building Clerk
3. **APPROVAL OF PAINT PERMITS:**
  - A. Emerson-12015-17 NE 12<sup>th</sup> Avenue- motion by D. Tannehill seconded by C. Bickel app- 4-0
  - B. Ferstle-11220 NE 8<sup>th</sup> Ct-motion by A. Olis seconded by D. Tannehill app- 4-0
4. **BUILDING PERMITS:**
  - A. J.P. Morgan- 11804 NE 11<sup>th</sup> Ave-re-roof to 3 dimensional shingle-motion by C. Bickel seconded by D. Tannehill app 4-0
  - B. Pirello-855 NE 111<sup>th</sup> St-Paver Driveway- motion by A. Olis seconded by C. Bickel app 4-0
  - C. Olson-824 NE 111<sup>th</sup> St-Brick Paver Driveway-motion by C. Bickel seconded by A. Olis app 4-0
  - D. St. Patrick Properties-1003 NE 115<sup>th</sup> St.-legalize Garage Conversion-motion by A. Olis seconded by C. Bickel app 4-0
  - E. Pyle-1008 NE 114<sup>th</sup> St- 6 ft. PVC fence- motion by A. Olis seconded by C. Bickel app 4-0
  - F. Espinoza- (walk-in)- 780 NE 119<sup>th</sup> St- Concrete Driveway-motion by A. Olis seconded by D. Tannehill app 4-0
  - G. Hatfield Properties-802 NE 119<sup>th</sup> St-new home construction-motion by C. Bickel seconded by D. Tannehill to approve with additional documentation of proposed lot coverage of no more than 50 % including pool/ driveway etc.app 4-0
5. **Old Business:** None
6. **New Business:**
  - A. Lomnicky-10718 NE 9<sup>th</sup> Ave- resident inquiry regarding adding a roof over an existing slab on the side of the house. Board advised the resident on material type and set back requirements.

**B. Potential Buyer-11638 NE 7<sup>th</sup> Ave- question regarding the addition sitting on both properties. Buyer inquired if he may divide due to poor condition. Board advises buyer that the set back would have to comply if he changes or alters the building. Buyer will consider the options.**

7. Minutes approved from the November 4<sup>th</sup>, 2013 meeting motion to approve by C. Bickel seconded by D. Tannehill app 4-0

Adjournment: motion to adjourn by C. Bickel seconded by A. Olis meeting adjourned at 7:20 p.m. p.m.

Minutes approved by:  \_\_\_\_\_

On this 2 day of Dec, 2013.



# Village of Biscayne Park

640 NE 114<sup>th</sup> Street  
Biscayne Park, FL 33161

Tel: 305 899 8000

Fax: 305 891 7241

[www.biscayneparkfl.gov](http://www.biscayneparkfl.gov)

## Planning & Zoning Board

Peter "Gage" Hartung  
Chair

Andrew Olis  
Vice-Chair

Elizabeth Hornbuckle  
Board Member

Doug Tannehill  
Board Member

Carl Bickel  
Board Member

Mario Rumiano  
Alternate Board  
Member

Jeanie Bridges  
Building Clerk

## MINUTES

### PLANNING & ZONING BOARD MEETING

Ed Burke Recreation Center

11400 NE 9<sup>th</sup> Court – Biscayne Park, FL

Monday- Monday- December 2<sup>nd</sup>, 2013

1. **CALL TO ORDER:** Meeting was called to order at 6:30 p.m.
2. **ROLL CALL:** Peter Hartung-Chair-present  
Andrew Olis- Vice-Chair-present  
Elizabeth Hornbuckle- Board Member- present  
Doug Tannehill- Board Member- present  
Carl Bickel-Board Member- present  
Mario Rumiano-Alternate Board Member- not present  
Also in attendance, Jeanie Bridges, Building Clerk
3. **APPROVAL OF PAINT PERMITS:**
  - A. Pacheco-1011 NE 115<sup>th</sup> St-(issued per Chairman Hartung )-motion by A. Olis seconded by D. Tannehill approved 5-0
4. **BUILDING PERMITS:**
  - A. Bergeron-625 NE 114<sup>th</sup> St- White tile and Flat roof-Motion by D. Tannehill seconded by C. Bickel app 4-0
  - B. Garnett-1153-55 NE 119<sup>th</sup> St- repair Foyer and new connecting Trellis –motion by A. Olis seconded by C. Bickel app -4-0
  - C. Grillo-11700 NE 6<sup>th</sup> Ave- Garage Door-motion by C. Bickel seconded by D. Tannehill app 5-0
  - D. Gomez-11635 NE 8<sup>TH</sup> Ave-replace top of existing carport-motion by A. Olis seconded by C. Bickel app 4-0
  - E. Gonin-1017 NE 115<sup>th</sup> St- windows/doors- motion by A. Olis seconded by E. Hornbuckle app-5-0
  - F. Sfez-11816 NE 6<sup>th</sup> Ave-6 ft. wood fence-motion by A. Olis seconded by E. Hornbuckle app 5-0 (with notation that fence cannot be climbable and must be stained.)
  - G. Phillips-810 NE 119<sup>th</sup> St- 9 impact windows- permit was tabled for more information regarding placement of windows
  - H. Torano-(walk-in)-476 NE 119<sup>th</sup> St- front door-motion by A. Olis seconded by D. Tannehill app 5-0
  - I. Torano-(walk-in)- 11520 Griffing Blvd-impact windows/ doors- motion by A. Olis seconded by C. Bickel app 5-0
  - J. Pierce-650 NE 115<sup>th</sup> St-Gravel Driveway-motion by E. Hornbuckle seconded by C. Bickel app 5-0
5. **Old Business: None**

7 4  
**6. New Business:**

- A. Figueroa-750 NE 114<sup>th</sup> Street- resident requested a letter from the Zoning Board approving the division of the property into 2 lots-Motion by A. Olis seconded by D. Tannehill app. 5-0

- 7. Minutes approved from the November 18<sup>h</sup>, 2013 meeting motion to approve by C. Bickel seconded by D. Tannehill app 4-0

Adjournment: motion to adjourn by A. Olis seconded by D. Tannehill meeting adjourned at 6:57 p.m.

Minutes approved by:  \_\_\_\_\_

On this 16 day of Dec, 2013.



# Village of Biscayne Park

640 NE 114<sup>th</sup> Street  
Biscayne Park, FL 33161

Tel: 305 899 8000

Fax: 305 891 7241

[www.biscayneparkfl.gov](http://www.biscayneparkfl.gov)

## Planning & Zoning Board

Peter "Gage" Hartung  
Chair

Andrew Olis  
Vice-Chair

Elizabeth Hornbuckle  
Board Member

Doug Tannehill  
Board Member

Carl Bickel  
Board Member

Mario Rumiano  
Alternate Board  
Member

Jeanie Bridges  
Building Clerk

## MINUTES

### PLANNING & ZONING BOARD MEETING

Ed Burke Recreation Center

11400 NE 9<sup>th</sup> Court – Biscayne Park, FL  
Monday- December 16<sup>th</sup>, 2013- 6:30 P.M.

1. **CALL TO ORDER:** Meeting was called to order at 6:30 p.m.
2. **ROLL CALL:** Peter Hartung-Chair-present  
Andrew Olis- Vice-Chair-present  
Elizabeth Hornbuckle- Board Member- present  
Doug Tannehill- Board Member- present  
Carl Bickel-Board Member- present  
Mario Rumiano-Alternate Board Member- not present  
Also in attendance, Jeanie Bridges, Building Clerk and Village Manager Heidi Shafran
3. **APPROVAL OF PAINT PERMITS:**
  - A. Boohmer- 1065 NE 120<sup>th</sup> Street- Motion by D. Tannehill seconded by A. Olis approved 4-0
  - B. Devalle-11925 NE 11<sup>th</sup> Place-Motion by D. Tannehill seconded by C. Bickel approved 4-0
  - C. Orellana-(walk-in)-11001 NE 9<sup>th</sup> Avenue- Motion by C. Bickel seconded by D. Tannehill approved 4-0
  - D. Rothenberg-(walk-in) - 700 NE 113<sup>th</sup> Street- Motion by A. Olis seconded by E. Hornbuckle approved 4-0 Carl Bickel abstained from voting on this item.
4. **BUILDING PERMITS:**
  - A. Troutman-11220 NE 10<sup>th</sup> Ave- 6 Ft. PVC Fence- Motion by A. Olis seconded by D. Tannehill approved 4-0
  - B. Amsler- 860 NE 109<sup>th</sup> St.-2 impact windows- contractor will be present- no representative present- permit was tabled for location clarification
  - C. Gonin- 1017 NE 115<sup>th</sup> St- White Tile Roof-Motion by A. Olis seconded by D. Tannehill approved 5-0
  - D. Parkinson-11021 NE 9<sup>th</sup> Ave-White Tile Roof-Motion by C. Bickel seconded by D. Tannehill approved 4-0
  - E. Huff- (walk-in)-579 NE 118<sup>th</sup> St.- Wood Fence- Motion by C. Bickel seconded by E. Hornbuckle approved 5-0
  - F. Amsler- (walk-in)-860 NE 109<sup>th</sup> St- White garage door-Motion by C. Bickel seconded by D. Tannehill motion approved 5-0
5. **Old Business:** Phillips-810 NE 119<sup>th</sup> Street- 9 windows with updated location information- resident/rep to be present- contractor and resident present -location clarified- Motion by A. Olis seconded by C. Bickel approved 4-0

**6. New Business: None**

7. Minutes approved from the December 2<sup>nd</sup>, 2013 meeting. Motion to approve by D. Tannehill seconded by C. Bickel approved 4-0.

Adjournment: motion to adjourn by C. Bickel seconded by D. Tannehill meeting adjourned at 6:51 P.M.

Minutes approved by: \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 2014..



# Village of Biscayne Park

640 NE 114<sup>th</sup> Street  
Biscayne Park, FL 33161  
Tel: 305 899 8000

Code Compliance  
Board

David Coviello  
Chair

Members

Harvey Bilt  
Carmen DeBernardi  
Linda Dillon  
Gary Kuhl

Alternate

Dale Blanton

## MINUTES

### CODE COMPLIANCE BOARD

Ed Burke Recreation Center 11400 NE 9<sup>th</sup> Court  
Tuesday- November 12th, 2013 at 7:00 p.m.

#### 1. CALL TO ORDER

Meeting was called to order at 7:00 pm by David Coviello

#### 2. ROLL CALL

Present from the board were: David Coviello, Linda Dillon, and Dale Blanton. Harvey Bilt, Gary Kuhl and Carmen DeBernardi were not present- also present were Reginald White from the Code Compliance Department and Jeanie Bridges from the Building Department.

#### 3. ADDITIONS, DELETIONS OR WITHDRAWALS TO ORDER OF BUSINESS

#### 4. APPROVAL OF MINUTES

Minutes approved from the October 8<sup>th</sup> meeting. Motion to approve by Linda Dillon seconded by Dale Blanton. Motion approved 3-0

#### 5. NEW BUSINESS:

- A. New Capital Real Estate Holdings- 1010 NE 120<sup>th</sup> Street- high grass/weeds/ shrubbery: overgrown grass /weeds and shrubbery on the property. Case #10-13-2068. Motion by Dale Blanton to dismiss the case as the property is in compliance and all fees paid. Motion is seconded by Linda Dillon. All in favor: David Coviello, Dale Blanton and Linda Dillon. Motion approved 3-0.
- B. Simmons-10733 NE 9<sup>th</sup> Avenue-Minimum Housing Standards-unused/ Unsightly objects: roof needs repair, cement blocks and a tarp on the roof. Case # 10-13-2063. Motion by Dale Blanton to be found not in compliance and to charge the citation fee of \$25 plus the administrative fee of \$35. A daily fine of \$10 per day will commence on November 13<sup>th</sup> until compliance is met. Motion is seconded by Linda Dillon. All in favor: David Coviello, Dale Blanton and Linda Dillon. Motion approved 3-0.
- C. Deutsche Bank National Trust Co-11328 NE 7<sup>th</sup> Avenue- Minimum Housing Standards: dirty exterior walls and chipping paint. Case # 10-13-2062. Motion by Dale Blanton to be found not in compliance and to charge the citation fee of \$25 plus the administrative fee of \$35. A daily fine of \$10 per day will commence on November 13<sup>th</sup> until compliance is met. Motion is seconded by

Linda Dillon. All in favor: David Coviello, Dale Blanton and Linda Dillon. Motion approved 3-0.

D. Castillo-11931-33 NE 12<sup>th</sup> Avenue- Minimum Housing Standards: Electrical outlets and light fixtures unsafe. Holes and leaks in the ceiling. Rodent infestation and a dilapidated kitchen. Dwelling unit does not have smoke alarms installed. Case # 10-13-2087. Motion by Dale Blanton to be found not in compliance and to charge the citation fee of \$25 plus the administrative fee of \$35. A daily fine of \$100 per day will commence on November 13<sup>th</sup> until compliance is met. A directive to Code Officer White was given to have the Building Official re-inspect the property to confirm it was habitable. Motion is seconded by Linda Dillon. All in favor: David Coviello, Dale Blanton and Linda Dillon. Motion approved 3-0.

E. Gonzalez-11401 NE 11<sup>th</sup> Place- Landlord Permit: No landlord permit for the year 2012. Case # 7-12-1569. Motion by Dale Blanton to waive the citation fee of \$25 and the administrative fee of \$35. Motion is seconded by Linda Dillon. All in favor: David Coviello, Dale Blanton and Linda Dillon. Motion approved 3-0.

#### 6. OLD BUSINESS:

A. Calixte-12025 NE 6<sup>th</sup> Avenue-permit violation work/construction: does not have a permit for meter installation-Case # 5-13-1917. Motion by Dale Blanton to dismiss the case and waive the fine of \$100 as this was a new owner and additional evidence showed the meter to be in compliance. Motion is seconded by Linda Dillon. All in favor: David Coviello, Dale Blanton and Linda Dillon. Motion approved 3-0.

B. Gonzalez- 11335-37 NE 11<sup>th</sup> Place- Permit Violation: No landlord Permits on record for year 2012. Motion by Dale Blanton to waive the Citation fee of \$25 plus the administrative fee of \$35. Motion is seconded by Linda Dillon. All in favor: David Coviello, Dale Blanton and Linda Dillon. Motion is approved 3-0.

7. FINE REDUCTION: None

7. DISCUSSIONS: None

8. ADJOURNMENT: Motion to adjourn by Dale Blanton seconded by Linda Dillon Meeting was adjourned at 7:30 p.m.

---

Minutes approved on 12/11/12

By: \_\_\_\_\_

David Coviello, Chair

GARY KUHL



# Village of Biscayne Park

640 NE 114<sup>th</sup> Street  
Biscayne Park, FL 33161  
Tel: 305 899 8000

Code Compliance  
Board

Gary Kuhl  
Chair

Members

Harvey Bilt  
Dale Blanton  
Carmen DeBernardi  
Linda Dillon

## MINUTES CODE COMPLIANCE BOARD Ed Burke Recreation Center 11400 NE 9<sup>th</sup> Court Wednesday- December 11<sup>th</sup>, 2013 at 7:00 p.m.

### 1. CALL TO ORDER

Meeting was called to order at 6:40 p.m. by Jeanie Bridges. Resolution 2013-10 was presented to the board that moved Dale Blanton from an alternate to a full voting member. Nominations and Votes were taken to choose a new chairman. The votes were counted with the results being a tie between Gary Kuhl and Dale Blanton with 2 votes each, and Harvey Bilt with one vote. Dale Blanton requested that Gary Kuhl have the position and a motion was made by Carmen DeBernardi to appoint Gary Kuhl as Chairman. Motion was seconded by Dale Blanton. All in Favor: Linda Dillon, Gary Kuhl, Dale Blanton, Harvey Bilt and Carmen DeBernardi. Motion Approved 5-0.

### 2. ROLL CALL

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

### 3. ADDITIONS, DELETIONS OR WITHDRAWALS TO ORDER OF BUSINESS

### 4. APPROVAL OF MINUTES

Minutes approved from the November 12<sup>th</sup> meeting- Motion to approve by Dale Blanton seconded by Linda Dillon. All in favor: Gary Kuhl, Linda Dillon, Harvey Bilt, Dale Blanton and Carmen DeBernardi. Motion approved 5-0

### 5. NEW BUSINESS:

- A. Levin-735 NE 118<sup>th</sup> Street- No landlord Permit for year 2012- Case # 7-12-1583. Motion by Dale Blanton to charge the \$25.00 citation fee and the \$35.00 administrative fee. A daily fine of \$10 per day will commence on October 12<sup>th</sup> 2013 until permit is obtained. A directive was given by Chairman Gary Kuhl to have Code Officer White look into the Homestead status of this property. Motion is seconded by Carmen DeBernardi. All in favor: Gary Kuhl, Dale Blanton, Linda Dillon, Harvey Bilt and Carmen DeBernardi. Motion approved 5-0.
- B. Matias- 666 NE 115<sup>th</sup> Street- Minimum Housing Standards- exterior walls of the house have mold, dirt and chipping paint. Case # 10-13-2078. Motion by

Dale Blanton to be found not in compliance and to charge the citation fee of \$25 plus the administrative fee of \$35. An extension of one week was given until December 18<sup>th</sup>, 2013, to comply after which a daily fine of \$5 per day will commence .Motion is seconded by Harvey Bilt .All in favor: Gary Kuhl, Dale Blanton, Linda Dillon, Harvey Bilt and Carmen DeBernardi. Motion approved 5-0.

C. McCarthy-1110 NE 119<sup>th</sup> Street-high grass/weeds/shrubbery- grass, weeds and shrubberies are overgrown. Case # 10-13-2071.Motion by Harvey Bilt to charge the \$35.00 administrative fee plus a daily fine of \$5 will commence on 12/12/2013 until the shrubbery is in compliance. Motion is seconded by Carmen DeBernardi. All in Favor: Gary Kuhl, Dale Blanton, Linda Dillon and Carmen DeBernardi. Motion approved 5-0.

D. CEA-11001 NE 9<sup>th</sup> Ct- High grass/weeds and shrubbery- grass/weeds and shrubbery are overgrown. Case # 10-13-2077.Motion by Harvey Bilt to charge the citation fee of \$25.00 plus the administrative fee of \$35.00. Motion is seconded by Dale Blanton. All in favor: Gary Kuhl, Dale Blanton, Linda Dillon, Harvey Bilt and Carmen DeBernardi. Motion approved 5-0

6. OLD BUSINESS: None

7. FINE REDUCTION:

A.Calixte- 12025 NE 6<sup>th</sup> Avenue-Permit violation-work construction- fence constructed without a permit. Case # 3-13-1804. Motion by Linda Dillon to advise Mr. Calixte that before fine reduction on this case will be considered by the Board the citation fee of \$25 must be paid and Mr.Calixte must be present at the next meeting. Failure to comply with these directives may result in fines being imposed. Motion is seconded by Harvey Bilt. All in favor: Gary Kuhl, Linda Dillon, Carmen DeBernardi, and Harvey Bilt. Dale Blanton voted against. Motion carries 4-1.

7. DISCUSSIONS: Board members discussed having a structured fee schedule for the Code Compliance Board. Chairman Gary Kuhl gave a directive for staff to check with other cities to find out what they charge for certain Code services, such as the Code Officer going out for a re-inspection after the resident was given an extension to comply. Gary Kuhl brought forth a concern of resident Judi Hamelburg regarding permit fees .Village Manager Shafran addressed the issue by informing the board that she had met with our Building Official Sal Annese and would be looking into the matter further.

8. ADJOURNMENT: Motion to adjourn by Harvey Bilt, seconded by Carmen DeBernardi. Meeting was adjourned at 7:47 p.m.

---

Minutes approved on \_\_\_\_\_

By: \_\_\_\_\_  
Gary Kuhl, Chair



# Village of Biscayne Park

640 NE 114<sup>th</sup> Street  
Biscayne Park, FL 33161

Tel: 305 899 8000  
Fax: 305 891 7241

## Board Members:

Chair  
Dan Samaria

Vice-Chair  
Caitlin Spurr

Patrick McGeehan  
Michael Huber

Alternate  
Ellianna Gibson

## Minutes RECREATION ADVISORY BOARD

Ed Burke Recreation Center  
11400 NE 9 ct. Biscayne Park, Fl  
Thursday, November 7, 2013 – 7 p.m.

1. **Call to Order:** 7:10 p.m.
2. **Roll Call:** Dan Samaria, Patrick McGeehan, Michael Huber
3. **Additions, deletions and withdrawals:** Add 5b Caitlin resigning, 5c Questions from Rec. Board for Meet the Commission, 5d BP 80<sup>th</sup> Anniversary 6c, 6d, 6e to Dec. 5 meeting
4. **Approval of Minutes:** October 3, 2013: Motion by Michael and second by Patrick and approved 3-0
5. **New Business:**
  - 5a. Dan brought up Ellianna's idea about the Rec. Board needs to have more organization & accountability. She also suggested that we come up with color cards for each item we sell to help keep track of what we sell. Dan also asked the board to study the workshop that was set up by the board. Since we had two board members she asked to move it December meeting. It was second by Michael and approved 3-0.
  - 5b. Caitlin's resignation email to Dan: It has been wonderful to serve on the board for the past few years. However, at this point I am not able to dedicate the time and energy needed to be an effective board member. This is my official letter of resignation from this board. I hope to see you all at BP events and genuinely thank you for the wonderful times we shared.
  - 5c. Dan brought to the board that at the Meet the Candidates on Nov. 25, there will be a debate sponsored by his company along with the BP Residents Community. He was looking for questions by the residents and by all the boards to ask the candidates. He asked the board members to email any questions that they wanted to ask. It was second by Michael and approved 3-0.
  - 5d. BP 80<sup>th</sup> Anniversary on November 22. 23. Dan asked the board do we want to have a table for fundraising on the Saturday event which would be art show and football game between the Rec. Center and the BP Police. A motion was second by Patrick that the board would sell hot dogs, water, popcorn, chips and soda. The motion passed 3-0.
6. **Old Business:**

**6a.** Children Safety Day – Dan presented to the board his final report on what was raised at this event. He informed that was a huge success and that there was still a lot we could learn for future fundraising.

Recreation Board Fundraising Report Oct. 26, 2013

**Expenses**

**Sponsors**

Creepy Critters Pest Control	\$146.47 (paid for material)
Comm. Sally A. Heyman	\$150.00 (ck. 0927)
United Claims Specialists	\$150.00 (ck. 1446)

**Vendors**

My Gym Children Fitness Center	50.00 (ck. 3640)
A.J. Demadet	50.00 (ck. 3325)
Miami Gymnastics & Dance Academy	50.00 (ck. 3100)
Costco	25.00 (gift card)
Fundraising activity	232.87 (ck. 174)

(Selling hot dogs, popcorn, water, soda, chips, cookies along with a raffle donated by Creepy Critters Pest Control, My Gym Children Fitness Center)

Total	\$854.34
-------	----------

**Expenses**

Flyers	\$36.40
Walmart	44.29
Costco	\$68.24
Deals	24.60

Total \$173.53

Total Revenue: \$857.87

Expenses: 173.53

Profit: \$682.87

**Note:** Creepy Critters Pest Control donated 4 children I Safe school bags, 2 I Safe Laptop School Bags, 2 I Safe Waste Pack Bags totaling \$242.21

Costco donated \$25.00 gift card used to buy food

My Gym Children Fitness Center donated 4 children fitness classes

We turned into the foundation checks totaling \$682.87 along with ck. 001327 for \$174.00 from boards past fundraising of this year. This means that the foundation is holding total of \$856.87 for the Rec. Board in a separate acct to be used by the Board for the Rec. Center.

A motion was made by Michael to accept report and was second by Patrick and was approved 3-0.

#### **7. Public Comments:**

Walter Pettis informed the board that he would like to join the Recreation Board, needs to be approved the commission.

#### **8. Future Calendar of Events**

The board talked about Balance of events for this year. Which was BP 80<sup>th</sup> Anniversary and the Winter Fest coming up in Dec. And the board will set up the events for 2014 on our Dec. 5, meeting.

#### **9. Future Fundraising**

The board will create schedule for Fund raising in 2014 at Dec. meeting

**10. Announcements:** The next meeting of the Board is scheduled for Dec. 5, 2013.

**11. Adjournment:** At the Board voted 3-0 to adjourn.

Minutes approved by: \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 2013.



# Village of Biscayne Park

640 NE 114<sup>th</sup> Street  
Biscayne Park, FL 33161

Tel: 305 899 8000  
Fax: 305 891 7241

## Board Members

Dan Keys  
Chair

Steve Bernard  
Robert Silverman  
Randy Wagoner  
Vacant

## Alternate

Barbara Kuhl

## **PARKS AND PARKWAYS ADVISORY BOARD MINUTES APPROVED**

**October 16, 2013 at 6:00 PM  
Ed Burke Recreation Center  
11400 NE 9<sup>th</sup> Court**

1. CALL TO ORDER AND ROLL CALL  
Present - **Dan Keys, Barbara Kuhl, Robert Silverman, Steve Bernard**
2. AGENDA ADDITIONS AND DELETIONS  
**None**
3. PUBLIC COMMENT (PERMITTED FOR EACH AGENDA ITEM)  
**None**
4. APPROVAL OF MINUTES –  
May 16, 2012 - **not available**  
July 18, 2012 - **not available**  
August 29, 2012 - **not available**  
September 19, 2012 - **not available**  
September 18, 2013 - **Passed unanimously**
5. OLD BUSINESS
  - A. Village staff status report
    1. General median maintenance - **Progress report by Candido Sosa-Cruz**
    2. Tree removal and tree trimming issues - **Progress report by Candido Sosa-Cruz**
    3. Athletic field turf maintenance - **Long acting fertilizer to be used every 2 months. The last month has had little use, and field is in better condition. Discussion regarding a possible Village Resolution to limit usage, with a balance between Resident usage and costs for non-Residents**
    4. Athletic field irrigation system maintenance - **Progress report by Candido Sosa-Cruz, rain sensors do not work well, will not be activated until corrected. Not necessary with dry season coming up.**
    5. Preventing cars from crossing medians - **not discussed**
    6. Highway Beautification Grant Proposal made by Village - **Progress report by Candido Sosa-Cruz regarded last year's \$2500 matching grant, work to be done by March 2014,**
  - B. Entrance projects

6 th Ave. Bridge Grant, Northern border - NE 10 Ave, NE 8th Ave. etc.

**Progress report by Candido Sosa-Cruz included the possibility of using some grant money for Landscape Architect for a unified appearance at all entrances**

C. Plant identification markers for the Rec. Center

**Progress report by Barbara Kuhl and Dan Keys**

D. Tree removal list for medians

**1. Oaks - Candido stated that the Contractor is willing to provide new 18-20' tall trees (approx \$350 each) in lieu of relocation for oaks #1 to 5 on 10th Ave between 11122 & 11220, at 647 NE 114 St, and at 10831 NE 8 Ct, as he could not provide a warranty for relocated trees. New trees shall be watered and maintained by Contractor until thriving. OPTION #1 is to proceed with removals per recommendation. OPTION #2 is to keep some of the poor condition trees in hopes it will thrive, possibly with extra attention of watering, fertilizer, etc. OPTION #3 is to remove and place new trees with better spacing. Board members shall view existing conditions and be prepared to vote on Options at next meeting**

2. Existing mahogany in conflict with new (about 2 years) oak on 114th Street:

a. **Candido stated that the arborist considers mahogany a beautiful tree**

b. **Dan Keys stated mahogany was not part of the theme for the median that had been developed by the Village with the assistance of the Board and prefers it be relocated as originally planned several years ago**

c. **Barbara Kuhl stated that it could be expensive to move, and may be lost if we attempt relocation, and that it may also have been installed as a memorial.**

d. **Board members shall view existing conditions at the sites of the trees discussed at this meeting and be prepared to vote on the disposition of them at the November meeting**

6. NEW BUSINESS

**None**

7. NEXT MEETING DATE –

**11/20/13**

8. ADJOURNMENT



# Village of Biscayne Park

640 NE 114<sup>th</sup> Street  
Biscayne Park, FL 33161

Tel: 305 899 8000  
Fax: 305 891 7241

## Board Members

Dan Keys  
Chair

Steve Bernard  
Robert Silverman  
Randy Wagoner  
Vacant

## Alternate

Barbara Kuhl

## **PARKS AND PARKWAYS ADVISORY BOARD MINUTES**

**November 20, 2013 at 6:00 PM  
Ed Burke Recreation Center  
11400 NE 9<sup>th</sup> Court**

1. CALL TO ORDER AND ROLL CALL – Robert Silverman, Barbara Kuhl and Dan Keys present. Steve Bernard and Randy Wagoner – absent (Both had advised that they would not be able to attend).
2. AGENDA ADDITIONS AND DELETIONS - none
3. PUBLIC COMMENT (PERMITTED FOR EACH AGENDA ITEM)
4. APPROVAL OF MINUTES – May 16, 2012 – not available, July 18, 2012 – not available, August 29, 2012 – not available, September 19, 2012 – not available and October 16, 2013 approved unanimously.
5. OLD BUSINESS
  - A. **Village staff status report**  
**Public Service Director** Candido Sousa handed out a report detailing the improvements to the athletic field irrigation system and the fertilization plan for the field. Mr. Sousa handed out a copy of the attached tree removal permit obtained from the County and advised that the described work would be completed in the near future.
  - B. **Entrance projects**  
6<sup>th</sup> Ave. Bridge Grant and landscaping of the secondary entrances to the Village – Mr. Sousa advised that follow-up contact with the Landscape Architect (Barry Miller) that had been contacted for an estimate regarding the landscaping of the 6<sup>th</sup> Avenue Bridge and several entrances to the Village along 121 Street and 107 Street, had not taken place. Candido advised that it might be necessary to develop a plan in house in the Village as it is likely that the scope of desired design services would likely exceed our available funding anyway. The Board discussed how to accomplish this and it was agreed that a public planning and design session would be scheduled for January 4, 2014, at the Recreation Center, starting at 10 AM. The public is invited to attend and comment on the project.
  - C. **Tree removal list for medians**  
Mr. Sousa presented several questions regarding the Board's opinion about tree removal and relocation issues. The Board had previously been asked

to look at these locations and be ready to comment on them at this meeting.

- A motion to remove the tagged tree in the median across from 11122 NE 10 th Avenue was made and passed unanimously. The board opinion was that the remaining trees were well spaced and in good condition.
- A motion was made to leave the larger of the two trees in the median across from 11201 NE 10 Avenue in place and to remove the second tree. The motion passed unanimously.
- A motion was made to remove the smaller tree in the median across from 11220 NE 10 Avenue and to leave the larger tree in place. The motion passed unanimously.
- A motion was made to remove the small Oak tree adjacent to an older Mahogany tree in the median in front of Village Hall. Mrs. Kuhl and Mr. Silverman agreed and Mr. Keys dissented. Motion passed.
- A motion was made to remove the near dead oak tree under the canopy of a Ficus tree in the median across from 10831 NE 8<sup>th</sup> Court and to replacement oak at that location of the recently removed Australian pine in that median. Motion passed unanimously.
- It was recommended that the spacing between the good existing trees in the median near 951 NE 119th Street be evaluated in order to determine the correct spacing for new trees and that in the process the condition of the very small Oak trees in this location be evaluated for possible removal and replacement.

6. NEW BUSINESS

Mr. Keys advised that he had purchased and would donate a wild coffee, a coontie, a fire bush and a red stopper for the native plantings at the Ed Burke Recreation Center and in the butterfly garden. Plant tags to identify these pants were already on hand. Some additional plants were still needed.

7. NEXT MEETING DATE – not discussed.

8. ADJOURNMENT - meeting adjourned at approximately 7 PM.



# Village of Biscayne Park

Issa Thornell  
Director

## Parks & Recreation Department

11400 NE 9<sup>th</sup> Court  
Biscayne Park, FL 33161  
(305) 893 3711  
[www.biscayneparkfl.gov](http://www.biscayneparkfl.gov)

### Irrigation System Update

We have successfully repaired and restored to working order all lines of the irrigation system. This includes the “phantom line” which is zone 9 and was out of operation for years. This line was reconnected to the main water line and a new valve was installed to make the five head line active. To get power to the valve it was necessary to trench a line from the zone to the system box located in the recreation building. Zone eight which was running 10 heads, to compensate for the inactive zone 9 will now be reduced to 5-7 which will greatly increase the water pressure allowing for better “head to head” coverage. There are now 11 active zones in the system with 6-11 covering the athletic field.

In addition, we made repairs to leaks in zone 6 and zone 8, this zones are both working properly now.

### Fertilizer Update

The pricing for 40, 50 pound, bags of the special blend fertilizer that Kevin Hardy from Ball Park Maintenance recommended is \$681.15. This would be enough for two fertilizations, once every other month (4 month span). This price includes delivery and will allow us to fertilize approximately two/three additional times a year at a tremendous savings to the village. The company, Diamond R Fertilizer, produces this fertilizer numbered 16-2-16 as a special blend for Ball Park Maintenance. Once ordered, delivery is expected at 3-4 business days. We actually have a standing account with this company established through Public Works in 2011.

#### 16-2-16

Guaranteed Analysis

Total Nitrogen	16.00%
3.66% Ammoniacal Nitrogen	
12.34% Urea Nitrogen	
Available Phosphate (P2O5)	2.00%
Soluble Potassium as (K <sub>2</sub> O)	16.00%
Chlorine, Not more than	2.00%
Derived From:	

Sulfate of Ammonia  
Diammonium Phosphate  
Polymer Coated Sulfur CTD Urea  
Sulfate of Potash  
Sulfate of Potash Magnesia  
This product contains 8.64% slow or controlled release nitrogen.

Secondary and Micro Plant Foods:

Magnesium	2.90%
2.90% Water Soluble Magnesium	
Total Sulfur as (S)	7.87%
0.86% Free Sulfur (S)	
9.01% Combined Sulfur (S)	
Manganese	1.02%
Iron	2.00%

Derived From:  
Sulfate of Ammonia  
Polymer Coated Sulfur CTD Urea  
Sulfate of Potash Magnesia  
Manganese Sucrate  
Iron Sucrate



Carlos A. Gimenez, Mayor

Department of Regulatory and Economic Resources

Environmental Resources Management

701 NW 1st Court, 6th Floor

Miami, Florida 33136-3912

T 305-372-6574 F 305-372-6479

miamidade.gov

TREE REMOVAL PERMIT

Permit Number: 4870
Project Manager: Erick A. Revuelta

Issuance Date: 11-18-2013
Expiration Date: 11-18-2013

Permittee: Village of Biscayne Park
Address: 640 NE 115th Street, Biscayne Park, FL 33161
Contact phone#: (305) 899-8000
E-mail address: csosacruz@biscayneparkfl.gov

Project Location: Public right-of-way (roadway medians) areas throughout the City of Biscayne Park

Folio (s): N/A

Bond Required: No Permit Fees: \$134.00

Approved Work: Removal of the following non-specimen trees: five (5) live oak (Quercus virginiana) trees, two (2) loquat (Eriobotrya japonica) trees, one (1) black olive (Bucida buceras) tree and one (1) screw pine (Pandanus utilis) tree.

Total canopy approved for removal is 4,500 square feet.

REPLANTING REQUIREMENTS

To replace lost tree canopy, the permittee shall replant a minimum of 4,500 square feet of canopy, in accordance with the Canopy Replacement Plan dated, as received by Miami-Dade County, November 5, 2013.

All replacement trees shall have a minimum quality of Florida No. 1 grade or better.

Replanting shall take place within 12 months of the approved tree removal work conducted under this permit and prior to the permit expiration date. The replanting shall be consistent with the site sketch and species list provided. Any changes to the canopy replacement location or species list shall be approved in writing by the Department of Regulatory & Economic Resources (DRER).

Replanting must be verified and approved by the DRER. The applicant shall notify the DRER project manager when the replanting is complete and schedule a final inspection (two weeks notice is required).

Reviewed by: [Signature]

Miami-Dade County
Department of Regulatory & Economic Resources
[Signature]



## **Village of Biscayne Park Commission Agenda Report**

**Village Commission Meeting Date:** January 7, 2014

**Subject:** Resolution 2014-01

**Prepared By:** Chief Ray Atesiano

**Sponsored By:** Staff

---

### **Background**

The Village of Biscayne Park Police Department looks to enter into an agreement with Miami Dade County to be awarded and use federal funds from the Drug Control and System Improvement Formula Grant Program for fiscal year 2013-14. The amount of this grant is \$1,906 and is a non-matching grant. For the past several years, the Village has applied for and been awarded funds through this program. These grants are used to make improvements in the report and records management systems of the department.

This amount is specifically earmarked to purchase seven (7) laptop computers that will replace the currently outdated laptops assigned to officers. These laptops will modernize the way that reports are written and stored. The laptops will save a great amount of time for the officers and will make the storage and retrieval of reports much easier. This also makes achieving the goal of going paperless obtainable.

January 7, 2014

Commission Agenda Report

Resolution 2014-01

**Fiscal/Budget Impact**

None. All monies spent by the department for the equipment described will be subsequently reimbursed through the grant.

**Staff Recommendation**

Approval of Resolution 2014-01

**Attachments**

Resolution 2014-01

Biscayne Park FY 2014 Contract with Miami Dade County

1  
2  
3  
4 **RESOLUTION 2014-01**  
5

6 **A RESOLUTION OF THE VILLAGE COMMISSION**  
7 **OF THE VILLAGE OF BISCAYNE PARK, FLORIDA,**  
8 **AUTHORIZING THE VILLAGE MANAGER TO**  
9 **EXECUTE THE CONTRACT FOR THE FEDERAL**  
10 **DRUG CONTROL AND SYSTEM IMPROVEMENT**  
11 **PROGRAM GRANT AVAILABLE THROUGH MIAMI-**  
12 **DADE COUNTY OFFICE OF GRANTS**  
13 **COORDINATION; TO RECEIVE, AND EXPEND \$1,906**  
14 **IN FEDERAL FUNDS FOR A RECORDS**  
15 **IMPROVEMENT PROJECT; AUTHORIZING THE**  
16 **VILLAGE MANAGER TO DO ALL THINGS**  
17 **NECESSARY TO CARRY OUT THE AIMS OF THIS**  
18 **RESOLUTION; PROVIDING FOR AN EFFECTIVE**  
19 **DATE**  
20

21  
22  
23 WHEREAS, the Commission of the Village of Biscayne Park desires to accomplish the  
24 purpose outlined in the contract attached hereto and incorporated herein by reference.  
25

26  
27 **NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COMMISSION**  
28 **OF THE VILLAGE OF BISCAYNE PARK, THAT:**  
29

30  
31 **Section 1.** The Village Manager is authorized to accept the funds in the approximate  
32 amount of \$1,906 and execute such contracts and agreements as are required between Miami-  
33 Dade County and the Village of Biscayne Park to provide for an expansion of the services  
34 provided by the Records Improvement Project in substantially the form as attached hereto.  
35

36 **Section 2:** The Village Manager is authorized to do all things necessary to carry out  
37 the aims of this Resolution.  
38

39 **Section 3:** This resolution shall become effective immediately upon its adoption.  
40

41 PASSED AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2014.  
42  
43  
44



**Biscayne Park**

**FY2014**

**Contract**

# MIAMI-DADE COUNTY

## CONTRACT

This Contract, made this \_\_\_\_\_ day of \_\_\_\_\_ 2013, by and between Miami-Dade County, a political subdivision of the State of Florida (hereinafter referred to as "County") through its Office of Management and Budget (hereinafter referred to as "Department"), located at 111 N.W. First Street, 19<sup>th</sup> Floor Miami, FL 33128, and the **VILLAGE of BISCAYNE PARK** a municipality located in Miami-Dade County, Florida (hereinafter referred to as "Provider"). This Contract provides the terms and conditions pursuant to which the Provider shall provide a **Records Improvement Project**.

WHEREAS, the County has been awarded federal funds from the Drug Control and System Improvement Formula Grant Program under Public Law 100-690, the Federal Anti-Drug Abuse Act of 1988, hereinafter referred to as the ACT; and

WHEREAS, the Provider warrants and represents that it possesses the legal authority to enter into this Contract by way of resolution, motion or similar action that has been duly adopted or passed as an official act of the Provider's governing body, authorizing the execution of the Contract, including all understandings and assurances contained herein, and authorizing the person identified as the official representative of the Provider to carry out on behalf of the Provider all of the duties and responsibilities set forth in this Contract; and

WHEREAS, this Contract shall be deemed effective upon award of grant funds by the State of Florida Department of Law Enforcement, Office of Criminal Justice Grants to Miami-Dade County or when this Contract has been duly executed by both parties, whichever is later; and

WHEREAS, the County is desirous of supporting an expansion of the services provided by the **Records Improvement Project** by providing a portion of the federal funds awarded to Miami-Dade County to the **Records Improvement Project**; and

WHEREAS, the County as grantee for the State of Florida is authorized to contract for said services for the **Records Improvement Project** as an allowable activity under the ACT; and

WHEREAS, the County requires the above-mentioned services from the Provider in order to fulfill its contractual obligations under the aforementioned grant,

NOW, THEREFORE, for and in consideration of the mutual covenants recorded herein, the parties hereto agree as follows:

**I. AMOUNT PAYABLE** Subject to available funds, the maximum amount payable for services rendered under this Contract, shall not exceed **\$1,906**. Both parties agree that should available County funding be reduced, the amount payable under this Contract may be proportionately reduced at the option of the County. Availability of funds shall be determined in the sole discretion of the County.

II. **SCOPE OF SERVICES.** The Provider agrees to render services in accordance with the Scope of Services incorporated herein and attached hereto as Attachment A.

III. **EFFECTIVE TERM.** The effective term of this Contract shall be from **October 1, 2013 through July 31, 2014.**

IV. **CASH MATCH REQUIREMENT.** The Provider shall maintain sufficient financial resources to meet the expenses incurred during the period between the provision of services and payment by the County; however a **Cash Match is not required for this grant term.**

**V. REQUIREMENTS RELATED TO USE OF ANTI-DRUG ABUSE FUNDS UNDER THE DRUG CONTROL AND SYSTEM IMPROVEMENT PROGRAM**

A. **Requirements of the Anti-Drug Abuse Act.** The Provider agrees to abide by all of the requirements of the Anti-Drug Abuse Act of 1988 under the Drug Control and System Improvement Formula Grant Program, as may be amended from time to time, as well as with Chapter 11D-9 of the Florida Administrative Code, and all applicable federal, state and local laws, regulations and policies. Furthermore, the Florida Department of Law Enforcement, Business Support Program, Office of Criminal Justice Grants, Edward Byrne Memorial Justice Assistance Grant Program Application for Funding Assistance and all laws, rules, regulations relating thereto are incorporated herein by reference as if fully set forth. Furthermore, this award is subject to all applicable rules, regulations, and conditions as contained in the Financial and Administrative Guide for Grants, Guideline Manual 7100 1D, Office of Justice Programs, Common Rule for State and Local Governments and A-87, or OMB Circulars A-110 or A-102, as applicable, and A-21, in their entirety. It is also subject to such further rules, regulations and policies as may be reasonably prescribed by the State or Federal Government consistent with the purposes and authorization of Public Law 90-351, as amended, and Public Law 100-690.

B. **Supplanting.** The Provider agrees that funds received under this Contract shall be utilized to supplement, not supplant state or local funds, and will be used to increase the amounts of such funds that would, in the absence of grant funds, be made available for anti-drug law enforcement activities, in accordance with Rule Chapter 11D-9, Florida Administrative Code.

VI. **CONTINUITY OF SERVICES.** Provider agrees to provide optimal continuity of services by assuring that services are provided by the same person whenever possible and, if not, by a qualified replacement when necessary.

VII. **PROGRAM CONTACT.** Provider shall designate a contract coordinator who shall be responsible for: 1) monitoring the Provider's compliance with the terms of this Contract and; 2) whenever the County so requests, meeting with County staff to review such compliance.

VIII. **INDEMNIFICATION BY THE PROVIDER.** The Provider shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Contract by the Provider or its employees, agents, servants, partners, principals or subcontractors. Provider shall pay all claims and losses in

connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Provider expressly understands and agrees that any insurance protection required by this Contract or otherwise provided by Provider shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided. The provisions of this section or indemnification shall survive the expiration or termination of this Contract. Nothing herein shall be construed to extend any party's liability beyond that provided in section 768.28, Florida Statutes.

**IX. INSURANCE.** If Provider is an agency or a political subdivision of the State as defined by section 768.28, Florida Statutes, the Provider shall furnish the County, upon request, written verification of liability protection in accordance with section 768.28, Florida Statutes.

**X. LICENSURE AND CERTIFICATION.** The Provider shall ensure that all other licensed professionals providing **Records Improvement** services shall have appropriate licenses, training and experience in the field in which he/she practices and abide by all applicable State and Federal laws and regulations and ethical standards consistent with those established for his/her profession. Ignorance on the part of the Provider shall in no way relieve it from any of its responsibilities in this regard.

The Provider agrees to comply with all applicable laws, regulations, ordinances and resolutions regarding background screening of employees, volunteers and subcontractors. Provider's failure to comply with any applicable laws, regulations, ordinances and resolutions regarding background screening of employees, volunteers and subcontractors is grounds for a material breach and termination of this contract at the sole discretion of the County.

The Provider agrees to comply with all applicable laws (including but not limited to Chapters 39, 402, 409, 394, 408, 393, 397, 984, 985 and 435, Florida Statutes, as may be amended from time to time), regulations, ordinances and resolutions, regarding background screening of those who may work or volunteer with vulnerable persons, as defined by section 435.02, Florida Statutes, as may be amended from time to time.

In the event criminal background screening is required by law, the State of Florida and/or the County, the Provider will permit only employees and subcontractors with a satisfactory national criminal background check through an appropriate screening agency (i.e., the Florida Department of Juvenile Justice, Florida Department of Law Enforcement or Federal Bureau of Investigation) to work or volunteer in direct contact with vulnerable persons.

The Provider agrees to ensure that employees and subcontracted personnel who work with vulnerable persons satisfactorily complete and pass Level 2 background screening before working or volunteering with vulnerable persons. Provider shall furnish the County with proof that employees, volunteers and subcontracted personnel, who work with vulnerable persons, satisfactorily passed Level 2 background screening, pursuant to Chapter 435, Florida Statutes, as may be amended from time to time.

If the Provider fails to furnish to the County proof that an employee, volunteer or subcontractor's Level 2 background screening was satisfactorily passed and completed prior to that employee or subcontractor working or volunteering with a vulnerable person or vulnerable

persons, the County shall not disburse any further funds and this Contract may be subject to termination at the sole discretion of the County.

**XI. CONFLICT OF INTEREST.** The Provider agrees to abide by and be governed by the Miami-Dade County Conflict of Interest and Code of Ethics Ordinance codified at Section 2-11.1 et al. of the Code of Miami-Dade County, as may be amended from time to time, which is incorporated herein by reference as if fully set forth herein, in connection with its Contract obligations hereunder.

**Nepotism.** The Provider will comply with section 112.3135 of the Florida Statutes regarding restrictions on employment of relations.

**XII. CIVIL RIGHTS.** The Provider agrees to abide by Chapter 11A of the Code of Miami-Dade County ("County Code"), as amended, which prohibits discrimination in employment, housing and public accommodations; Title VII of the Civil Rights Act of 1968, as amended, which prohibits discrimination in employment and public accommodation; the Age Discrimination Act of 1975, 42 U.S.C., §2000d as amended, which prohibits discrimination in employment because of age; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. §794, as amended, which prohibits discrimination on the basis of disability; and the Americans with Disabilities Act, 42 U.S.C. §12103 et seq., which prohibits discrimination in employment and accommodation because of disability.

It is expressly understood that upon receipt of evidence of discrimination under any of these laws, the County shall have the right to terminate this Contract. It is further understood that the Provider must submit an affidavit attesting that it is not in violation of the Americans with Disability Act, the Rehabilitation Act, the Federal Transit Act, 49 U.S.C. §1612, and the Fair Housing Act, 42 U.S.C. §3601 et seq. If the Provider or any owner, subsidiary, or other firm affiliated with or related to the Provider, is found by the responsible enforcement agency, the Courts or the County to be in violation of these Acts, the County will conduct no further business with the Provider. Any contract entered into based upon a false affidavit shall be voidable by the County. If the Provider violates any of the Acts during the term of any Contract the Provider has with the County, such contract shall be voidable by the County, even if the Provider was not in violation at the time it submitted its affidavit.

The Provider agrees that it is in compliance with the Domestic Violence Leave Ordinance, codified as § 11A-60 et seq. of the Miami-Dade County Code, which requires an employer, who in the regular course of business has fifty (50) or more employees working in Miami-Dade County for each working day during each of twenty (20) or more calendar work weeks to provide domestic violence leave to its employees. Failure to comply with this local law may be grounds for voiding or terminating this Contract or for commencement of debarment proceedings against Provider.

**XIII. NOTICES.** Notice under this Contract shall be sufficient if made in writing and delivered personally or sent by mail or by facsimile to the parties at the following addresses or to such other address as either party may specify:

If to the COUNTY:

Miami-Dade County  
Office of Management and Budget  
111 NW First St., 19<sup>th</sup> Floor  
Miami, Florida 33128  
Attention: Ms. Michaela Doherty

If to the PROVIDER:

Biscayne Park Police Department  
640 Northeast 114th Street  
Biscayne Park, FL 33161  
Attention: Chief Ray Atesiano

**XIV. AUTONOMY.** Both parties agree that this Contract recognizes the autonomy of and stipulates or implies no affiliation between the contracting parties. It is expressly understood and intended that the Provider is only a recipient of funding support and is not an agent or instrumentality of the County. Furthermore, the Provider's agents and employees are not agents or employees of the County.

**XV. BREACH OF CONTRACT: COUNTY REMEDIES.**

A. Breach. A breach or default by the Provider shall have occurred under this Contract if: (1) The Provider fails to provide services outlined in the Scope of Services (Attachment A) within the effective term of this Contract; (2) the Provider ineffectively or improperly uses the funds allocated under this Contract; (3) the Provider fails to submit, or submits incorrect or incomplete proof of expenditures to support reimbursement requests or fails to submit or submits incomplete or incorrect detailed reports of expenditures or final expenditure reports; (4) the Provider does not submit or submits incomplete or incorrect required reports; (5) the Provider refuses to allow the County access to records or refuses to allow the County to monitor, evaluate and review the Provider's program; (6) the Provider discriminates under any of the laws outlined in Section XII of this Contract; (7) the Provider fails to provide Domestic Violence Leave to its employees pursuant to local law; (8) the Provider falsifies or violates the provisions of the Drug Free Workplace Affidavit (Attachment D); (9) the Provider attempts to meet its obligations under this Contract through fraud, misrepresentation or material misstatement; (10) the Provider fails to correct deficiencies found during a monitoring, evaluation or review within the specified time; (11) the Provider fails to meet any of the terms and conditions of the Miami-Dade County Affidavits (Attachment D); (12) the Provider fails to meet any of the terms and conditions of any obligation under any contract or otherwise or any repayment schedule to any of its agencies or instrumentalities; (13) the Provider fails to fulfill in a timely and proper manner any and all of its obligations, covenants, agreements and stipulations in this Contract. Waiver of breach of any provisions of this Contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Contract; or (14) The Provider has failed to comply with the public records disclosure requirements set forth in Section 119.0701 of the Florida Statutes.

B. County Remedies. If the Provider breaches this Contract, the County may pursue any or all of the following remedies:

1. The County may terminate this Contract by giving written notice to the Provider of such termination and specifying the effective date thereof at least five (5) days before the effective date of termination. In the event of termination, the County may: (a) request the return of all finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports prepared and secured by the Provider with County funds under this Contract; (b) seek reimbursement of County funds allocated to the Provider under this Contract; (c) terminate or cancel any other contracts entered into between the County and the Provider. The Provider shall be responsible for all direct and indirect costs associated with such termination, including attorney's fees;

2. The County may suspend payment in whole or in part under this Contract by providing written notice to the Provider of such suspension and specifying the effective date thereof, at least five (5) days before the effective date of suspension. If payments are suspended, the County shall specify in writing the actions that must be taken by the Provider as condition precedent to resumption of payments and shall specify a reasonable date for compliance. The County may also suspend any payments in whole or in part under any other contracts entered into between the County and the Provider. The Provider shall be responsible for all direct and indirect costs associated with such suspension, including attorney's fees;

3. The County may seek enforcement of this Contract including but not limited to filing action with a court of appropriate jurisdiction. The Provider shall be responsible for all direct and indirect costs associated with such enforcement, including attorney's fees;

4. The County may decline to contract with the Provider in the future;

5. If, for any reason, the Provider should attempt to meet its obligations under this Contract through fraud, misrepresentation or material misstatement, the County shall, whenever practicable terminate this Contract by giving written notice to the Provider of such termination and specifying the effective date thereof at least five (5) days before the effective date of such termination. The County may terminate or cancel any other contracts which such individual or entity has with the County. Such individual or entity shall be responsible for all direct or indirect costs associated with such termination or cancellation, including attorney's fees. Any individual or entity who attempts to meet its contractual obligations with the County through fraud, misrepresentation or material misstatement may be disbarred from County contracting for up to five (5) years;

6. Any other remedy available at law or equity.

C. The County Mayor or Mayor's designee is authorized to terminate this Contract on behalf of the County.

D. Damages Sustained. Notwithstanding the above, the Provider shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract, and the County may withhold any payments to the Provider until such time as the exact amount of damages due the County is determined. The Provider shall be responsible for all direct and indirect costs associated with such action, including attorney's fees.

**XVI. TERMINATION BY EITHER PARTY.** Both parties agree that this Contract may be terminated by either party hereto by written notice to the other party of such intent to terminate

at least thirty (30) days prior to the effective date of such termination. The County Mayor or Mayor's designee is authorized to terminate this Contract on behalf of the County.

**XVII. PROJECT BUDGET AND PAYMENT PROCEDURES.** The Provider agrees that all expenditures or costs shall be made in accordance with the Budget which is attached herein and incorporated hereto as Attachment B.

A. Budget Variance. Funds may be shifted between approved line items, not to exceed ten percent (10%) of the total budget, without a written amendment, upon written approval of the Department. Variances greater than ten percent (10%) in any approved line item shall require a written amendment signed by both parties.

B. Recapture Funds. At the conclusion of the second quarter and upon submission of the Quarterly Performance Report and Expenditure Report, the County will review the Provider's Year-To-Date expenditures.

1. Municipalities reporting remaining balances which exceed expenditure levels for normal program operations must submit a plan which documents those steps the municipality will take in the Third Quarter to fully expend the contract by the end of the program period.

2. This expenditure plan must be approved by the County.

3. Where the municipality does not anticipate full expenditures by the end of the program period, the County will recapture the anticipated unexpended amount for use in another program, without a formal amendment process, and will notify the Provider in writing of the recapture amount.

C. Payment Procedures. The County agrees to pay the Provider for services rendered under this Contract based on the line item budget incorporated herein and attached hereto as Attachment B. The parties agree that this is a cost-basis Contract and the Provider shall be paid through reimbursement payment for allowable expenses on the budget approved under this Contract (see Attachment B). The Provider agrees to invoice the County for each **Records Improvement Project** using the Quarterly Expenditure Report as it appears in Attachment D, and to do so on a quarterly basis, as stated in Section XIX. B.2., the Quarterly Expenditure Report shall be prepared in a manner in accordance with the form provided in Attachment D. The final Expenditure Report shall be submitted by August 15, 2014.

D. The Provider agrees to mail all invoices to the address listed above, Section XIII.

E. The County agrees to review invoices and to inform the Provider of any questions. Payments shall be mailed to the Provider by the County's Finance Department.

F. No payment of subcontractors. In no event shall County funds be advanced directly to any subcontractor hereunder.

## **XVIII. INVENTORY - CAPITAL EQUIPMENT AND REAL PROPERTY.**

A. Acquisition of Property. The Provider is required to be prudent in the acquisition and management of property with federal funds. Expenditure of funds for the acquisition of new property, when suitable property required for the successful execution of projects is already available within the Provider organization, will be considered an unnecessary expenditure.

B. Screening. Careful screening should take place before acquiring property in order to ensure that it is needed with particular consideration given to whether equipment already in the possession of the Provider organization can meet identified needs, the cost of the proposed equipment and the size of the Provider organization. The Provider shall maintain an adequate property management system. The establishment of a screening committee may facilitate the process; however, the Provider may utilize other management techniques which it finds effective as a basis for determining that the property is needed and that it is not already within the Provider's organization. The County must ensure that the screening referenced above takes place and that the Provider has an effective system for property management. The Provider is hereby informed that if the County is made aware that the Provider does not employ an adequate property management system, project costs associated with the acquisition of the property may be disallowed.

C. Loss, Damage or Theft of Equipment. The Provider is responsible for replacing or repairing any property which is willfully or negligently lost, stolen, damaged or destroyed. Any loss, damage, or theft of the property must be investigated and fully documented and made part of the official project records.

D. Equipment Acquired with Funds under this Contract. Equipment acquired shall be used and managed by the Provider to ensure that the equipment is used for criminal justice purposes.

E. Management. The Provider's procedures for managing equipment (including replacement), whether acquired in whole or in part with project funds, will, at a minimum, meet the following requirements: 1) Property records must be maintained which include description of property, serial number or other identification number, source of the property, identification of who holds the title, acquisition date, costs of the property, percentage of County participation in the cost of the property (Federal funds), location of property, use and condition of the property, disposition data including the date of disposal and sale price; 2) a physical inventory of the property must be taken and the results reconciled with the property records at least once every two (2) years; 3) a control system must exist to ensure adequate safeguards to prevent loss, damage or theft of the property. Any loss, damage, or theft shall be investigated by the Provider as appropriate; 4) adequate maintenance procedures must exist to keep the property in good condition; and 5) if the Provider is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.

F. Retention of Property Records. Records for equipment, nonexpendable personal property, and real property shall be retained for a period of at least five (5) years from the date of the disposition or replacement or transfer at the discretion of the County. If any litigation, claim, or audit is started before the expiration of the five-year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

## **XIX. RECORDS, REPORTS, MONITORING AUDITS, AND EVALUATION STUDIES.**

The Provider shall keep records of program services in sufficient detail to provide any reports that may be requested by the County.

A. Records. All program records will be retained by the Provider for not less than five (5) years beyond the term of this Contract. In accordance with contract requirements from the State of Florida, records for the **Records Improvement Project** services must reflect:

1. The names of staff providing services as described in Attachment A.
2. The dates and number of hours the staff provided services.
3. The dates of services and activities and the names of program participants in attendance to such as described in Attachment A.
4. The records of all other program services provided under this Contract.

Pursuant to Section 119.0701 of the Florida Statutes, if the Provider meets the definition of "Contractor" as defined in Section 119.10701(1)(a), the Provider shall:

- (a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service;
- (b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law;
- (c) Ensure that public records that are exempt or confidential are exempt from public records disclosure requirements are not disclosed except as authorized by law; and
- (d) Meet all requirements for retaining public records and transfer to the County, at no County cost, all public records created, received, maintained and or directly related to the performance of this Agreement that are in possession of the Provider upon termination of this Agreement. Upon termination of this Agreement, the Provider shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the County.

For purposes of this Article, the term "public records" shall mean all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business of the County.

### **B. Reporting Requirements.**

1. Quarterly and Final Project Performance Report. The Provider shall submit the Quarterly Project Performance Report to the Office of Management and Budget by January 5, April 5, July 5, and the Final Performance Report August 5, 2014 covering the Contract activity for the previous quarter. The Quarterly and Final Project Performance Report shall be submitted in the format and using the form attached hereto as Attachment C.

2. Quarterly and Final Expenditure Report. The provider shall submit the Quarterly Expenditure Report with supporting documentation to the Office of Management and Budget by January 15, April 15, July 15, and the Final Expenditure Report August 15, 2014 covering the expenditures to be reimbursed for the previous quarter. The Quarterly and Final Expenditure Report shall be submitted in the format and using the form attached hereto as Attachment D.

3. Other Required Reports. The Provider shall submit other reports as may be required by the Office of Management and Budget during the program period.

C. Changes to Reporting Requirements. The Provider understands that the County may at any time require changes in data collected, records or reporting, as may be necessary and agrees to comply with any such modifications.

D. Monitoring and Audit. The Provider shall make available for review, inspection, monitoring or audit by the County without notice during normal business hours all financial records and other program records and documents which relate to or have been produced or created as a result of this Contract. The Provider shall provide assistance as may be necessary to facilitate a financial/program audit when deemed necessary by the County to ensure compliance with applicable accounting and financial standards. The County reserves the right to require the Provider to submit to an audit of the County's choosing. Furthermore, the Provider understands, it may be subject to an audit, random or otherwise, by the Office of the Dade County Inspector General or independent private sector inspector general retained by the Office of the Inspector General.

E. Office of Miami-Dade County Inspector General. Miami-Dade County has established the Office of the Inspector General, which is empowered to perform random audits on all County contracts throughout the duration of each contract. Grant recipients are exempt from paying the cost of the audit, which is normally 1/4 of 1% of the total contract amount.

The Miami-Dade County Inspector General is authorized and empowered to review past, present and proposed County and Public Health Trust Programs, contracts, transactions, accounts, records, and programs. In addition, the Inspector General has the power to subpoena witness, administer oaths, require the production of records and monitor existing projects and programs. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in compliance with plans, specifications and applicable law.

The Inspector General is empowered to analyze the necessity of and reasonableness of proposed change orders to the Contract. The Inspector General is empowered to retain the services of independent private sector inspectors general to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process including but not limited to project design, bid specifications, proposal submittals, activities of the Provider, its officers, agents and employees, lobbyists, County staff and elected officials to ensure compliance with contract specifications and to detect fraud and corruption

Upon ten (10) days prior written notice to the Provider from the Inspector General or IPSIG retained by the Inspector General, the Provider shall make all requested records and documents available to the Inspector General or IPSIG for inspection and copying. The Inspector General and IPSIG shall have the right to inspect and copy all documents and

records in the Provider's possession, custody or control which, in the Inspector General or IPSIG's sole judgment, pertain to performance of the contract, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and Contracts from and with successful and unsuccessful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, proposal and contract documents, back-charge documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records.

The provisions in this section shall apply to the Provider, its officers, agents, employees, subcontractors and suppliers. The Provider shall incorporate the provisions in this section in all subcontracts and all other Contracts executed by the Provider in connection with the performance of the contract.

Nothing in this contract shall impair any independent right of the County to conduct audit or investigative activities. The provisions of this section are neither intended nor shall they be construed to impose any liability on the County by the Provider or third parties.

F. Independent Private Sector Inspector General Reviews. Pursuant to Miami-Dade County Administrative Order 3-20, the Provider is aware that the County has the right to retain the services of an Independent Private Sector Inspector General ("IPSIG"), whenever the County deems it appropriate to do so. Upon written notice from the County, the Provider shall make available to the IPSIG retained by the County, all requested records and documentation pertaining to this Contract for inspection and copying. The County shall be responsible for the payment of these IPSIG services, and under no circumstances shall the Provider's budget and any changes thereto approved by the County, be inclusive of any changes relating to these IPSIG services.

The terms of this provision herein, apply to the Provider, its officers, agents, employees, subconsultants and assignees. Nothing contained in this provision shall impair any independent right of the County to conduct an audit or investigate the operations, activities and performance of the Provider in connection with this Contract. The terms of this Section shall not impose any liability on the County by the Provider or any third party.

G. Evaluation Studies. The Provider agrees to participate in evaluation studies sponsored by the administrative agent for these funds from the Florida Department of Law Enforcement, Business Support Program, and Office of Criminal Justice Grants. This participation shall at a minimum include access to the Provider's premises and records.

## **XX. PROHIBITED USE OF FUNDS.**

A. Adverse Actions or Proceeding. The Provider shall not utilize County funds to retain legal counsel for any action or proceeding against the County or any of its agents, instrumentalities, employees or officials. The Provider shall not utilize County funds to provide legal representation, advice or counsel to any client in any action or proceeding against the County or any of its agents, instrumentalities, employees or officials.

B. Religious Purposes. County funds shall not be used for religious purposes.

- C. Commingling Funds. The Provider shall not commingle funds provided under this Contract with funds received from any other funding sources.
- D. Double Payments. Provider costs claimed under this Contract may not also be claimed under another contract or grant from the County or any other agency. Any claim for double payment by Provider shall be considered a material breach of this Contract.

**XXI. MISCELLANEOUS.**

A. Contract. This Contract is the complete and exclusive statement of all the arrangements between the County and the Provider regarding provision of the services described in Attachments A and B. Nothing herein shall alter, affect, modify, change or extend any other agreement between the Provider and the County unless specifically stated herein.

B. Amendments and Modifications. Except as otherwise enumerated herein, no amendment to this Contract shall be binding on either party unless reduced to writing, signed by both parties, and approved by the County Mayor or Mayor's designee. Provided, however, that the County may effect amendments to this Contract without the written consent of the Provider, to conform this Contract to changes in the laws, directives, guidelines, and objectives of County, State and Federal Governments.

Any alterations, variations, amendments, or other modifications of this Contract, including but not limited to amount payable and effective term, shall only be valid when they have been reduced to writing, duly approved and signed by both parties and attached to the original of this Contract.

In the event the County determines that a reduction in the Provider's budget is necessary, the County shall notify the Provider in writing within thirty (30) days of said reduction decision. Budget revision requests must be submitted in writing by the Provider to the Office of Management and Budget (OMB). Budget revision requests will be effective upon the date of written approval by the State of Florida Department of Law Enforcement.

C. Ownership of Data and Other Material. All reports, information documents, tapes and recordings, maps and other data and procedures developed, prepared, assembled or completed by the Provider in connection with the duties and responsibilities undertaken by the Provider in accordance with the terms of this Contract shall become the property of the County without restriction, reservation or limitation of their use and shall be made available to the County by the Provider at any time upon request by the County. Upon completion of all work contemplated under this Contract, copies of all of the above data shall be delivered to the County upon request.

D. Contract Guidelines. This Contract is made in the State of Florida and shall be governed according to the laws of the State of Florida. Proper venue for this Contract shall be Miami-Dade County, Florida. Nothing in this contract shall be considered a waiver of sovereign immunity.

E. Publicity. It is understood and agreed between the parties hereto that this Provider is funded by Miami-Dade County. Further, by acceptance of these funds, the Provider

agrees that events and printed documents funded by this Contract shall recognize the funding source as follows:

This program was supported by a grant awarded to Miami-Dade County, the Florida Department of Law Enforcement (FDLE) and the U.S. Department of Justice, Bureau of Justice Assistance (BJA).

F. Subcontracts. The Provider agrees not to enter into subcontracts, retain consultants, or assign, transfer, convey, sublet, or otherwise dispose of this Contract, or any or all of its rights, title or interest herein, or its power to execute such Contract without the prior written approval of the County and that all subcontractors or assignees shall be governed by the terms and conditions of this Contract. If this Contract involves the expenditure of \$100,000 or more by the County and the Provider intends to use subcontractors to provide the services listed in the Scope of Services (Attachment A) or suppliers to supply the materials, the Provider shall provide the names of the subcontractors and suppliers on the form attached as Attachment E. The Provider agrees that it will not change or substitute subcontractors or suppliers from those listed in Attachment E without prior written approval of the County.

G. Review of this Contract. Each party hereto represents and warrants that they have consulted with their own attorney concerning each of the terms contained in this Contract. No inference, assumption, or presumption shall be drawn from the fact that one party or its attorney prepared this Contract. It shall be conclusively presumed that each party participated in the preparation and drafting of this Contract.

H. Headings, Use of Singular and Gender. Paragraph headings are for convenience only and are not intended to expand or restrict the scope or substance of the provisions of this Contract. Wherever used herein, the singular shall include the plural and plural shall include the singular and pronouns shall be read as masculine, feminine or neuter as the context requires.

I. Total of Contract/Severability of Provisions. This fifteen (15) page Contract with its recitals on the first page of the Contract and with its attachments as referenced below contain all the terms and conditions agreed upon by the parties:

Attachment A:	Scope of Services
Attachment B:	Budget
Attachment C:	Quarterly Project Performance Report
Attachment D:	Quarterly Expenditure Report
Attachment E:	Miami-Dade County Affidavits
Attachment E1:	Code of Business Ethics
Attachment E2:	Miami-Dade County Debarment Disclosure Affidavit
Attachment E3:	State Public Entities Crime Affidavit
Attachment F:	Provider's Disclosure of Subcontractors and Suppliers

No other Contract, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or bind any of the parties hereto. If any provision of this Contract is held invalid or void, the remainder of this Contract shall not be affected thereby if such remainder would then continue to conform to the terms and requirement of applicable law.

**INTENTIONALLY LEFT BLANK**

IN WITNESS WHEREOF, the parties hereto have caused this Contract, along with all of its Attachments, to be executed by their respective and duly authorized officers, the day and year first above written.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name (typed)

ATTEST:

By: \_\_\_\_\_

By: \_\_\_\_\_  
(Corporate Seal)

ATTEST:

MIAMI-DADE COUNTY, FLORIDA

HARVEY RUVIN, CLERK

By: \_\_\_\_\_  
DEPUTY CLERK

By: \_\_\_\_\_  
CARLOS A. GIMENEZ  
MAYOR

## SUMMARY OF ATTACHMENTS

ATTACHMENT A	Scope of Services
ATTACHMENT B	Program Budget
ATTACHMENT C	Quarterly Project Performance Report
ATTACHMENT D	Quarterly Expenditure Report
ATTACHMENT E	Miami-Dade County Affidavits
ATTACHMENT E1	Code of Business Ethics
ATTACHMENT E2	Miami-Dade County Debarment Disclosure Affidavit
ATTACHMENT E3	State Public Entities Crime Affidavit
ATTACHMENT F	Provider's Disclosure of Subcontractors and Suppliers

**PROGRAM NARRATIVE**

Jurisdiction Name: Biscayne Park

Contact Person: Chief Ray Atesiano

Address: 640 Northeast 114th Street  
Biscayne Park, FL 33161

Contact Numbers: (305) 891-9090

Program Area: Records Improvement

Program Dates: 10/01/13 through 07/31/14

Program Name: Laptop and air cards

Target Population: City residents

**Problem Identification**

The Village of Biscayne Park Police Department has recently grown in size and is unable to fully equip its police personnel with the necessary means to conduct in the field investigations. Due to the lack of resources allotted, officers are unable to perform such activities as: identifying subjects, running a subject or vehicle through various databases, independently investigate issues on the computer away from the station, or log into the report data base.

**Program Description**

The Village of Biscayne Park Police Department proposes to utilize the FY2014 Byrne Grant funds to purchase seven (7) laptop computers for officers in the patrol division. The equipment will allow officers the ability to log onto government websites while in the field and conduct investigations as opposed to having to return to the station to search for information and crime data. This will provide efficient reporting by staff and facilitates the mainstreaming of shared data department-wide. This process will in turn result in quicker response time in both identifying and locating criminal suspects, and effecting arrests in the field utilizing the NCIC/FCIC data systems.

Jurisdiction Name: Biscayne Park

Contact Person: Chief Ray Atesiano

Address: 640 Northeast 114th Street  
Biscayne Park, FL 33161

Contact Numbers: (305) 891-9090

Program Area: Records Improvement

Program Dates: 10/01/13 through 07/31/14

Program Name: Laptop and air cards

Target Population: City residents

Required Activities	Planned Measures	Monitoring Plan
To automate criminal justice records system during the grant year	The provider shall be responsible for:  Purchase Seven (7) laptop to improve reporting efficiency	The provider shall submit the following documentation to the County in a complete and timely manner:  Quarterly Performance Reports  Quarterly Expenditure Reports  Copies of invoices and cancelled checks for materials purchased.  Computerized reports from new reporting equipment.

**PROGRAM BUDGET**

Jurisdiction Name: Biscayne Park  
Program Area: Records Improvement  
Program Name: Records Improvement

**ATTACHMENT B**

Contact Person: Chief Ray Atesiano  
O (305) 891-9090 F (305) 891-7241  
Program Dates: 10/01/13 - 07/31/14

**CONTRACTUAL SERVICES TOTAL** **\$1,906**

**Contractual Services Total** **\$0**

**Salaries and Benefits Total** **\$0**

**Operating Capital Outlay Total** **\$0**

**Expenses Total** **\$1,906**

Seven (7) Laptop Computer \$1,906

**Total Budget** **\$1,906**

**Miami Dade County will reimburse an amount not to exceed:** **\$1,906**

ATTACHMENT C

**Edward Byrne Memorial Justice Assistance Grant Program**  
Drug Control and System Improvement Formula Grant Program

Quarterly Project Performance Report

RECORDS IMPROVEMENT  
Fiscal Year 2014

Biscayne Park  
(City)

---

(Project Name)

---

(Name of Person Completing Form)

(Title)

(Phone)

Report Number	Quarterly Period	Report Due Dates
1	October 1 - December 31	January 5
2	January 1 - March 31	April 5
3	April 1 - June 30	July 5
4 (FINAL)	July 1 - July 31	August 5

Report Number	Quarterly Period	Report Due Dates

**Note:** Those questions that are directly related to your program have been highlighted for your convenience. All questions must be answered and explained in the NARRATIVE portion of this report. Any report not received by January 5; April 5; July 5; and/or October 5, will result in the issuance of a "Noncompliance Notice" and a delay or denial of Reimbursement Requests.

FY2014 Quarterly Project Report  
Records Improvement  
Biscayne Park

**Please answer the following questions based on activity that occurred in the previous quarter.**

- 1 Amount of JAG funds expended on equipment and/or supplies
- 2 Number of equipment/supplies items purchased with JAG funds
- 3 Specify type of equipment/supplies purchased with JAG funds

---

---

---

**PROGRAM NARRATIVE**

In accordance with FDLE, all projects must include a detailed description of program activities for each quarter. Jurisdictions failing to complete this portion of the report will be "Out of Compliance" in addition to a denial of reimbursement requests.

PRINT THIS PAGE ON YOUR LETTERHEAD  
**Edward Byrne Memorial Justice Assistance Grant Program**  
 SUMMARY STATEMENT OF QUARTERLY PROJECT COSTS

Subgrant Number: \_\_\_\_\_  
 Name of Agency/City: \_\_\_\_\_ Date: \_\_\_\_\_  
 Project Title: \_\_\_\_\_ Claim Number: \_\_\_\_\_  
 Telephone Number: \_\_\_\_\_ Claim Period: \_\_\_\_\_  
 Name of Person Completing Form: \_\_\_\_\_

1. Total Federal Budget	_____	2. Amount of this Invoice	_____
3. Amount of Previous Invoices	_____	4. Remaining Budget Balance	<u>\$0.00</u>
		(Subtract lines 2 & 3 from line 1)	

Category	AGENCY	FOR OMB USE
	Requested Amount for Reimbursement (as indicated on Line 2 above)	ONLY: Approved Amount for Reimbursement
Salaries & Benefits	_____	_____
Contractual Services	_____	_____
Expenses	_____	_____
Operating Capital Outlay	_____	_____
<b>Total Claim Amount</b>	<b><u>\$0.00</u></b>	_____

The above amount indicated as our agency's "Total Claim Amount" is being requested for reimbursement which is in accordance with our contract agreement. Also, supporting documentation has been provided with this package which substantiates the above "Total Claim Amount" requested by our agency.

I hereby certify that all of the costs have been paid and none of the items have been previously reimbursed. All of the expenditures comply with the authorized budget and fall within the contractual scope of services and all of the goods and services have been received, for which reimbursement is requested.

Respectfully submitted,

\_\_\_\_\_  
 Authorized Signature (Chief of Police/Other City Official)

\_\_\_\_\_  
 Payment Approved, Miami-Dade County OMB

**FOR OMB USE ONLY**

G/L Coding  
 Invoice Number: \_\_\_\_\_ Invoice Description: \_\_\_\_\_  
 Vendor #: \_\_\_\_\_ Voucher #: VQBU \_\_\_\_\_  
 Index Code: \_\_\_\_\_  
 Amount to Pay: \_\_\_\_\_ Package Reviewed by Liaison: \_\_\_\_\_  
 Subject: \_\_\_\_\_ Date Submitted by Liaison in IWA: \_\_\_\_\_  
 Resolution: \_\_\_\_\_

**SUMMARY STATEMENT OF QUARTERLY PROJECT COSTS**  
(Salaries and Benefits)

Name of Agency/City: \_\_\_\_\_ Date: \_\_\_\_\_

Project Title: \_\_\_\_\_ Claim Number: \_\_\_\_\_

	<u>Name Officer/Staff</u>	<u>Date of Activity</u>	<u>Type of Activity*</u>	<u>Total Hours</u>	<u>Total Amount</u>
1	_____	_____	_____	_____	_____
2	_____	_____	_____	_____	_____
3	_____	_____	_____	_____	_____
4	_____	_____	_____	_____	_____
5	_____	_____	_____	_____	_____
6	_____	_____	_____	_____	_____
7	_____	_____	_____	_____	_____
8	_____	_____	_____	_____	_____

\*(Presentation, Parent Meeting, Field trip, etc.)

**Total Amount for Salaries and Benefits (if applicable):** \_\_\_\_\_ **\$0.00**

**Total Hours:** \_\_\_\_\_ **0.00**

I CERTIFY THAT PAYMENT FOR THE AMOUNT OF \_\_\_\_\_ \$0.00 \_\_\_\_\_ IS CORRECT.

BELOW IS THE SIGNATURE OF EACH STAFF (EMPLOYEE) IN THE ORDER LISTED ABOVE:

- 1 OFFICER/STAFF SIGNATURE: \_\_\_\_\_ EMPLOYEE ID: \_\_\_\_\_
- 2 OFFICER/STAFF SIGNATURE: \_\_\_\_\_ EMPLOYEE ID: \_\_\_\_\_
- 3 OFFICER/STAFF SIGNATURE: \_\_\_\_\_ EMPLOYEE ID: \_\_\_\_\_
- 4 OFFICER/STAFF SIGNATURE: \_\_\_\_\_ EMPLOYEE ID: \_\_\_\_\_
- 5 OFFICER/STAFF SIGNATURE: \_\_\_\_\_ EMPLOYEE ID: \_\_\_\_\_
- 6 OFFICER/STAFF SIGNATURE: \_\_\_\_\_ EMPLOYEE ID: \_\_\_\_\_
- 7 OFFICER/STAFF SIGNATURE: \_\_\_\_\_ EMPLOYEE ID: \_\_\_\_\_
- 8 OFFICER/STAFF SIGNATURE: \_\_\_\_\_ EMPLOYEE ID: \_\_\_\_\_

I VERIFY THAT THE ABOVE SERVICES WERE PROVIDED:

CHIEF OF POLICE/CITY OFFICIAL SIGNATURE: \_\_\_\_\_

**Note: Payroll registers, time sheets and OT slips (if applicable), documenting payroll expenses must be attached to process this reimbursement.**









2. The full legal names and business address of any other individual (other than subcontractors, material men, suppliers, laborers, or lenders) who have, or will have, any interest (legal, equitable beneficial or otherwise) in the contract or business transaction with Dade County are (Post Office addresses are not acceptable):

---



---



---

3. Any person who willfully fails to disclose the information required herein, or who knowingly discloses false information in this regard, shall be punished by a fine of up to five hundred dollars (\$500.00) or imprisonment in the County jail for up to sixty (60) days or both.

II. MIAMI-DADE COUNTY EMPLOYMENT DISCLOSURE AFFIDAVIT (County Ordinance No. 90-133, Amending sec. 2.8-1; Subsection (d)(2) of the County Code).

Except where precluded by federal or State laws or regulations, each contract or business transaction or renewal thereof which involves the expenditure of ten thousand dollars (\$10,000) or more shall require the entity contracting or transacting business to disclose the following information. The foregoing disclosure requirements do not apply to contracts with the United States or any department or agency thereof, the State or any political subdivision or agency thereof or any municipality of this State.

1. Does your firm have a collective bargaining agreement with its employees?  
 Yes  No
2. Does your firm provide paid health care benefits for its employees?  
 Yes  No
3. Provide a current breakdown (number of persons) of your firm's work force and ownership as to race, national origin and gender:

White:	<input type="checkbox"/> Males	<input type="checkbox"/> Females	Asian:	<input type="checkbox"/> Males	<input type="checkbox"/> Females
Black:	<input type="checkbox"/> Males	<input type="checkbox"/> Females	American Indian:	<input type="checkbox"/> Males	<input type="checkbox"/> Females
Hispanics:	<input type="checkbox"/> Males	<input type="checkbox"/> Females	Aleut (Eskimo):	<input type="checkbox"/> Males	<input type="checkbox"/> Females
_____:	<input type="checkbox"/> Males	<input type="checkbox"/> Females:	_____:	<input type="checkbox"/> Males	<input type="checkbox"/> Females

III. AFFIRMATIVE ACTION/NONDISCRIMINATION OF EMPLOYMENT, PROMOTION AND PROCUREMENT PRACTICES (County Ordinance 98-30 codified at 2-8.1.5 of the County Code.)

In accordance with County Ordinance No. 98-30, entities with annual gross revenues in excess of \$5,000,000 seeking to contract with the County shall, as a condition of receiving a County contract, have: i) a written affirmative action plan which sets forth the procedures the entity utilizes to assure that it does not discriminate in its employment and promotion practices; and ii) a written procurement policy which sets forth the procedures the entity utilizes to assure that it does not discriminate against minority and women-owned businesses in its own procurement of goods, supplies and services. Such affirmative action plans and procurement policies shall provide for periodic review to determine their effectiveness in assuring the entity does not discriminate in its employment, promotion and procurement practices. The foregoing notwithstanding, corporate entities whose boards of directors are representative of the population make-up of the nation shall be presumed to have non-discriminatory employment and procurement policies, and shall not be required to have written affirmative action plans and procurement policies in order to receive a County contract. The foregoing presumption may be rebutted.

The requirements of County Ordinance No. 98-30 may be waived upon the written recommendation of the County Manager that it is in the best interest of the County to do so and upon approval of the Board of County Commissioners by majority vote of the members present.

\_\_\_\_\_ The firm does not have annual gross revenues in excess of \$5,000,000.

\_\_\_\_\_ The firm does have annual revenues in excess of \$5,000,000; however, its Board of Directors is representative of the population make-up of the nation and has submitted a written, detailed listing of its Board of Directors, including the race or ethnicity of each board member, to the County's Department of Business Development, 175 N.W. 1st Avenue, 28th Floor, Miami, Florida 33128.

\_\_\_\_\_ The firm has annual gross revenues in excess of \$5,000,000 and the firm does have a written affirmative action plan and procurement policy as described above, which includes periodic reviews to determine effectiveness, and has submitted the plan and policy to the County's Department of Business Development 175 N.W. 1st Avenue, 28th Floor, Miami, Florida 33128;

\_\_\_\_\_ The firm does not have an affirmative action plan and/or a procurement policy as described above, but has been granted a waiver.

IV. MIAMI-DADE COUNTY CRIMINAL RECORD AFFIDAVIT (Section 2-8.6 of the County Code)

The individual or entity entering into a contract or receiving funding from the County \_\_\_\_\_ has \_\_\_\_\_ has not as of the date of this affidavit been convicted of a felony during the past ten (10) years.

An officer, director, or executive of the entity entering into a contract or receiving funding from the County \_\_\_\_\_ has \_\_\_\_\_ has not as of the date of this affidavit been convicted of a felony during the past ten (10) years.

V. MIAMI-DADE EMPLOYMENT DRUG-FREE WORKPLACE AFFIDAVIT (County Ordinance No. 92-15 codified as Section 2-8.1.2 of the County Code)

That in compliance with Ordinance No. 92-15 of the Code of Miami-Dade County, Florida, the above named person or entity is providing a drug-free workplace. A written statement to each employee shall inform the employee about:

1. danger of drug abuse in the workplace
2. the firm's policy of maintaining a drug-free environment at all workplaces
3. availability of drug counseling, rehabilitation and employee assistance programs
4. penalties that may be imposed upon employees for drug abuse violations

The person or entity shall also require an employee to sign a statement, as a condition of employment that the employee will abide by the terms and notify the employer of any criminal drug conviction occurring no later than five (5) days after receiving notice of such conviction and impose appropriate personnel action against the employee up to and including termination.

Compliance with Ordinance No. 92-15 may be waived if the special characteristics of the product or service offered by the person or entity make it necessary for the operation of the County or for the health, safety, welfare, economic benefits and well-being of the public. Contracts involving funding which is provided in whole or in part by the United States or the State of Florida shall be exempted from the provisions of this ordinance in those instances where those provisions are in conflict with the requirements of those governmental entities.

VI. MIAMI-DADE EMPLOYMENT FAMILY LEAVE AFFIDAVIT (County Ordinance No. 142-91 codified as Section 11A-29 et. seq of the County Code)

That in compliance with Ordinance No. 142-91 of the Code of Miami-Dade County, Florida, an employer with fifty (50) or more employees working in Dade County for each working day during each of twenty (20) or more calendar work weeks, shall provide the following information in compliance with all items in the aforementioned ordinance:

An employee who has worked for the above firm at least one (1) year shall be entitled to ninety (90) days of family leave during any twenty-four (24) month period, for medical reasons, for the birth or adoption of a child, or for the care of a child, spouse or other close relative who has a serious health condition without risk of termination of employment or employer retaliation.

The foregoing requirements shall not pertain to contracts with the United States or any department or agency thereof, or the State of Florida or any political subdivision or agency thereof. It shall, however, pertain to municipalities of this State.

VII. DISABILITY NON-DISCRIMINATION AFFIDAVIT (County Resolution R-385-95)

That the above named firm, corporation or organization is in compliance with and agrees to continue to comply with, and assure that any subcontractor, or third party contractor under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction in the following laws: The Americans with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 U.S.C. 12101-12213 and 47 U.S.C. Sections 225 and 611 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private Entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions; The Rehabilitation Act of 1973, 29 U.S.C. Section 794; The Federal Transit Act, as amended 49 U.S.C. Section 1612; The Fair Housing Act as amended, 42 U.S.C. Section 3601-3631. The foregoing requirements shall not pertain to contracts with the United States or any department or agency thereof, the State or any political subdivision or agency thereof or any municipality of this State.

VIII. MIAMI-DADE COUNTY REGARDING DELINQUENT AND CURRENTLY DUE FEES OR TAXES (Sec. 2-8.1(c) of the County Code)

Except for small purchase orders and sole source contracts, that above named firm, corporation, organization or individual desiring to transact business or enter into a contract with the County verifies that all delinquent and currently due fees or taxes -- including but not limited to real and property taxes, utility taxes and occupational licenses -- which are collected in the normal course by the Dade County Tax Collector as well as Dade County issued parking tickets for vehicles registered in the name of the firm, corporation, organization or individual have been paid.

IX. CURRENT ON ALL COUNTY CONTRACTS, LOANS AND OTHER OBLIGATIONS

The individual entity seeking to transact business with the County is current in all its obligations to the County and is not otherwise in default of any contract, promissory note or other loan document with the County or any of its agencies or instrumentalities.

X. PROJECT FRESH START (Resolutions R-702-98 and 358-99)

Any firm that has a contract with the County that results in actual payment of \$500,000 or more shall contribute to Project Fresh Start, the County's Welfare to Work Initiative. However, if five percent (5%) of the firm's work force consists of individuals who reside in Miami-Dade County and who have lost or will lose cash assistance benefits (formerly Aid to Families with Dependent Children) as a result of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, the firm may request waiver from the requirements of R-702-98 and R-358-99 by submitting a waiver request affidavit. The foregoing requirement does not pertain to government entities, not for profit organizations or recipients of grant awards.

XI. DOMESTIC VIOLENCE LEAVE (Resolution 185-00; 99-5 Codified At 11A-60 Et. Seq. of the Miami-Dade County Code).

The firm desiring to do business with the County is in compliance with Domestic Leave Ordinance, Ordinance 99-5, codified at 11A-60 et. seq. of the Miami Dade County Code, which requires an employer which has in the regular course of business fifty (50) or more employees working in Miami-Dade County for each working day during each of twenty (20) or more calendar work weeks in the current or proceeding calendar years, to provide Domestic Violence Leave to its employees.

I have carefully read this entire five (5) page document entitled, "Miami-Dade County Affidavits" and have indicated by an "X" all affidavits that pertain to this contract and have indicated by an "N/A" all affidavits that do not pertain to this contract.

By: \_\_\_\_\_ (Signature of Affiant) \_\_\_\_\_ (Date)

SUBSCRIBED AND SWORN TO (or affirmed) before me this \_\_\_\_\_ day of \_\_\_\_\_ 200\_\_ by \_\_\_\_\_ He/She is personally known to me or has presented \_\_\_\_\_ as identification. (Type of Identification)

\_\_\_\_\_  
(Signature of Notary) (Serial Number)

\_\_\_\_\_  
(Print or Stamp of Notary) (Expiration Date)

Notary Public -- Stamp State of \_\_\_\_\_ (State)

Notary Seal

**Form A-12**  
**Code of Business Ethics**

**In accordance with Resolution R-994-99 each person or entity that seeks to do business with Miami-Dade County shall adopt the Miami-Dade County/Greater Miami Chamber of Commerce Code of Business Ethics as follows:**

The Miami-Dade County/Greater Miami Chamber of Commerce seeks to create and sustain an ethical business climate for its members and the community by adopting a Code of Business Ethics. Miami-Dade County/Greater Miami Chamber of Commerce encourages its members to incorporate the principles and practices outlined here in their individual codes of ethics, which will guide their relationships with customers, clients and suppliers. This Model Code can and should be prominently displayed at all business locations and may be incorporated into marketing materials. Miami-Dade County/Greater Miami Chamber of Commerce believes that its members should use this Code as a model for the development of their organizations' business codes of ethics.

This Model Code is a statement of principles to help guide decisions and actions based on respect for the importance of ethical business standards in the community. Miami-Dade County/Greater Miami Chamber of Commerce believes the adoption of a meaningful code of ethics is the responsibility of every business and professional organization.

**By affixing a signature in the Proposal signature page, Form A-12, the Proposer hereby agrees to comply with the principles of Miami-Dade County/Greater Miami Chamber of Commerce Code of Business Ethics. If the Proposer firm's code varies in any way the Proposer must identify the difference(s) on a separate document attached to Form A-12.**

**Compliance with Government Rules and Regulations**

- We the undersigned Proposer will properly maintain all records and post all licenses and certificates in prominent places easily seen by our employees and customers;
- In dealing with government agencies and employees, we will conduct business in accordance with all applicable rules and regulations and in the open;
- We, the undersigned Proposer will report contract irregularities and other improper or unlawful business practices to the Ethics Commission, the Office of Inspector General or appropriate law enforcement authorities.

**Recruitment, Selection and Compensation of Contractors, Consulting, Vendors, and Suppliers**

- We, the undersigned Proposer will avoid conflicts of interest and disclose such conflicts when identified;
- Gifts that compromise the integrity of a business transaction are unacceptable; we will not kick back any portion of a contract payment to employees of the other contracting party or accept such kickback.

Business Accounting

- All our financial transactions will be properly and fairly recorded in appropriate books of account, and there will be no "off the books" transactions or secret accounts.

Promotion and Sales of Products and Services

- Our products will comply with all applicable safety and quality standards;
- We, the undersigned Proposer will promote and advertise our business and its products or services in a manner that is not misleading and does not falsely disparage our competitors;
- We, the undersigned Proposer will conduct business with government agencies and employees in a manner that avoids even the appearance of impropriety. Efforts to curry political favoritism are unacceptable;
- Our proposal will be competitive, appropriate to the request for proposals/qualifications documents and arrived at independently;
- Any changes to contracts awarded will have a substantive basis and not be pursued merely because we are the successful Proposer.
- We, the undersigned Proposer will, to the best of our ability, perform government contracts awarded at the price and under the terms provided for in the contract. We will not submit inflated invoices for goods provided or services performed under such contracts, and claims will be made only for work actually performed. We will abide by all contracting and subcontracting regulations.
- We, the undersigned Proposer will not, directly or indirectly, offer to give a bribe or otherwise channel kickbacks from contracts awarded, to government officials, their family members or business associates.
- We, the undersigned Proposer will not seek or expect preferential treatment on proposals based on our participation in political campaigns.

Public Life and Political Campaigns

- We, the undersigned Proposer encourage all employees to participate in community life, public service and the political process to the extent permitted by law;
- We, the undersigned Proposer encourage all employees to recruit, support and elect ethical and qualified public officials and engage them in dialogue and debate about business and community issues to the extent permitted by law;
- Our contributions to political parties, committees or individuals will be made only in accordance with applicable laws and will comply with all requirements for public disclosure. All contributions made on behalf of the business must be reported to senior company management;
- We, the undersigned Proposer will not contribute to the campaigns of persons who are convicted felons or those who do not sign the Fair Campaign Practices Ordinance.

- We, the undersigned Proposer will not knowingly disseminate false campaign information or support those who do.

Pass-through Requirements

- This Code prohibits pass-through payments whereby the prime firm requires that the MBE firm accepts payments as an MBE and passes through those payments to another entity;

Rental Space, Equipment and Staff Requirements or Flat Overhead Fee Requirements

- This Code prohibits rental space requirements, equipment requirements, staff requirements and/or flat overhead fee requirements, whereby the prime firm requires the MBE firm to rent space, equipment and/or staff from the prime firm or charges a flat overhead fee for the use of space, equipment, secretary, etc;

MBE Staff Utilization

- This Code prohibits the prime firm from requiring the MBE firm to provide more staff than is necessary and then utilizing the MBE staff for other work to be performed by the prime firm.

This Code also requires that on any contract where MBE participation is purported, the contract shall specify essential terms including, but not limited to, a specific statement regarding the percent of participation planned for MBEs, the timing of payments and when the work is to be performed.

By: \_\_\_\_\_ (Date)

(Signature of Affiant)

SUBSCRIBED AND SWORN TO (or affirmed) before me this \_\_\_\_\_ day of \_\_\_\_\_

200\_\_ by \_\_\_\_\_ He/She

is personally known to me or has presented \_\_\_\_\_ (Type of Identification)

as identification.

\_\_\_\_\_  
(Signature of Notary)

\_\_\_\_\_  
(Serial Number)

\_\_\_\_\_  
(Print or Stamp of Notary)

\_\_\_\_\_  
(Expiration Date)

MIAMI-DADE COUNTY DEBARMENT DISCLOSURE AFFIDAVIT  
(Ordinance 93-129, Section 1)

I, being duly first sworn, upon oath deposes and says that the bidder of this contract or his agents, officers, principals, stockholders, subcontractors or their affiliates are not debarred by Miami-Dade County.

By: \_\_\_\_\_  
(Signature of Affiant) (Date)

SUBSCRIBED AND SWORN TO (or affirmed) before me this \_\_\_\_\_ day of \_\_\_\_\_  
200\_\_ by \_\_\_\_\_. He/She  
is personally known to me or has presented \_\_\_\_\_  
(Type of Identification)  
as identification.

\_\_\_\_\_  
(Signature of Notary) (Serial Number)  
\_\_\_\_\_  
(Print or Stamp of Notary) (Expiration Date)

Notary Public – Stamp State of \_\_\_\_\_ Notary Seal  
(State)

SWORN STATEMENT PURSUANT TO SECTION 287.133 (3) (a),  
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS

1. This sworn statement is submitted to Miami-Dade County

by \_\_\_\_\_  
(print individual's name and title)

for \_\_\_\_\_  
(print Name of entity submitting sworn statement)

whose business address is \_\_\_\_\_

and if applicable its Federal Employer Identification Number (FEIN) is \_\_\_\_\_

If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:

2. I understand that a "public entity crime" as defined in paragraph 287.133 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transactions of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to public entity or agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misinterpretation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133 (1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in paragraph 287.133(1)(a), Florida Statutes, means:
  1. A predecessor or successor of a person convicted of a public entity crime; or
  2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States within the legal power to enter into a binding contact and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

\_\_\_\_\_ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order).

**I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THAT PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017 FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.**

\_\_\_\_\_  
(Signature)

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Personally known \_\_\_\_\_

OR Produced Identification \_\_\_\_\_ Notary Public - State of \_\_\_\_\_

My commission expires \_\_\_\_\_

\_\_\_\_\_  
(Type of Identification)

\_\_\_\_\_  
(Printed typed or stamped commissioned name of notary public)

**JAG/BYRNE GRANT ADMINISTRATION**

**PROVIDER'S DISCLOSURE OF SUBCONTRACTORS AND SUPPLIERS  
(Ordinance 97-104)**

Name of Organization: \_\_\_\_\_ Address: \_\_\_\_\_

**REQUIRED LISTING OF SUBCONTRACTORS ON COUNTY CONTRACT**

In compliance with Miami-Dade County Ordinance 97-104, the Provider must submit the list of first tier subcontractors or sub-consultants who will perform any part of the Scope of Services Work, if this Contract is for \$100,000 or more.

The Provider must complete this information. If the Provider will not utilize subcontractors, then the Provider must state "No subcontractors will be used"; do not state "N/A".

<u>NAME OF SUBCONTRACTOR OR SUB-CONSULTANT</u>	<u>ADDRESS</u>	<u>CITY AND STATE</u>
--	----------------	-----------------------

**No subcontractors will be used.**

**REQUIRED LIST OF SUPPLIERS ON COUNTY CONTRACT**

In compliance with Miami-Dade County Ordinance 97-104, the Provider must submit a list of suppliers who will supply materials for the Scope of Services to the Provider, if this Contract is \$100,000 or more.

The Provider must fill out this information. If the Provider will not use suppliers, the Provider must state "No suppliers will be used", do not state "N/A".

<u>NAME OF SUPPLIER</u>	<u>ADDRESS</u>	<u>CITY AND STATE</u>
-------------------------	----------------	-----------------------

**No suppliers will be used.**

*I hereby certify that the foregoing information is true, correct and complete:*

Signature of Authorized Representative: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

Firm Name: \_\_\_\_\_ Fed. ID No. \_\_\_\_\_

Address: \_\_\_\_\_ City/ State/Zip: \_\_\_\_\_

Telephone: ( ) \_\_\_\_\_ Fax: ( ) \_\_\_\_\_ E-mail: \_\_\_\_\_



## **Village of Biscayne Park Commission Agenda Report**

**Village Commission Meeting Date:** January 7, 2014

**Subject:** Resolution 2014-02

**Prepared By:** Chief Ray Atesiano

**Sponsored By:** Staff

---

### **Background**

The Village of Biscayne Park Police Department currently has a Mutual Aid Agreement with the City of Miami Beach. This agreement is expiring on 12/31/2013. It is important that we renew this agreement since we often assist the Miami Beach Police with Biscayne Park police officers during times when they have requested assistance from other agencies. This agreement solidifies both departments goals of crime reduction and allows mutual assistance during times when criminal investigations cross borders. This agreement also gives The Village of Biscayne Park Police the ability to call on the full assistance of Miami Beach Police when needed. This agreement gives the Village of Biscayne Park expanded resources in the scope of crime prevention and criminal apprehension.

The scope of this mutual aid would allow us to access resources that are maintained by the Miami Beach Police Department and would be beneficial to our operations if warranted. This mutual aid agreement is within the same scope and nature as all

January 7, 2014

Commission Agenda Report

Resolution 2014-02

past mutual aids that have been enacted with other departments within Miami-Dade County.

**Fiscal/Budget Impact**

None.

**Staff Recommendation**

Approval of Resolution 2014-02

**Attachments**

Resolution 2014-02

Mutual Aid Agreement between the Village of Biscayne Park and the City of Miami Beach.



1 PASSED AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2014.

2

3

4

5

6

7

8 \_\_\_\_\_  
David Coviello, Mayor

9

10

Attest:

11

12

13

14

\_\_\_\_\_

Maria C. Camara, Village Clerk

15

16

17

Approved as to form:

18

19

20

21

22

\_\_\_\_\_

Village Attorney

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

Mayor Coviello: \_\_\_\_\_

Vice Mayor Watts: \_\_\_\_\_

Commissioner Anderson: \_\_\_\_\_

Commissioner Jonas: \_\_\_\_\_

Commissioner Ross: \_\_\_\_\_

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

This Voluntary Cooperation and Operational Assistance Mutual Aid Agreement ("Cooperation Agreement") is made as of this \_\_\_\_ day of \_\_\_\_\_, 2013 (Effective Date), by and between the CITY OF MIAMI BEACH, FLORIDA, a municipal corporation having its principal office at 1700 Convention Center Drive, Miami Beach, Florida 33139, and the Village of Biscayne Park, having its principal office at 640 NE 114 St, Biscayne Park, FL 33161, state as follows:

**RECITALS**

WHEREAS, it is the responsibility of the governments of the Village of Biscayne Park, and the City of Miami Beach, 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 Village of Biscayne Park Police Department or the City of Miami Beach 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 Village of Biscayne Park and the City of Miami Beach, 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 Village of Biscayne Park and the City of Miami Beach 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 Village of Biscayne Park and the City of Miami Beach, 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 Village of Biscayne Park and the City of Miami Beach, 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 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 Miami Beach 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 City of Miami Beach 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.

(i) The Village of Biscayne Park shall notify of, and authorize the City of Miami Beach to pursue any forfeiture matters seized pursuant to the Florida Contraband Forfeiture Act.

The City of Miami Beach shall have the 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. The City of Miami Beach, upon successfully prosecuting a forfeiture action, may share in those proceeds seized by the Village of Biscayne Park, as acceptable by the Chief of Police for the City of Miami Beach. The City 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. Upon a successful forfeiture prosecution, the forfeiting agency shall share the proceeds with the assisting agency in an amount commensurate with that agency's level of participation.

#### **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 \_\_\_\_\_, 2013.

CITY OF MIAMI BEACH, FLORIDA

VILLAGE OF BISCAYNE PARK, FLORIDA

\_\_\_\_\_  
RAYMOND MARTINEZ  
POLICE CHIEF

\_\_\_\_\_  
RAY ATESIANO  
POLICE CHIEF

Date: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
JIMMY MORALES  
CITY MANAGER

\_\_\_\_\_  
HEIDI SHAFRAN  
VILLAGE MANAGER

Date: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
MAYOR PHILIP LEVINE

\_\_\_\_\_  
MAYOR DAVID COVIELLO

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
RAFAEL E. GRANADO, CITY CLERK

\_\_\_\_\_  
MARIA C. CAMARA, VILLAGE CLERK



## **Village of Biscayne Park Commission Agenda Report**

**Village Commission Meeting Date:** January 7, 2014

**Subject:** Resolution 2014-03

**Prepared By:** Chief Ray Atesiano

**Sponsored By:** Staff

---

### **Background**

The Village of Biscayne Park Police Department is currently using paper forms for collection of data which includes, but not limited to, traffic citations, crash reports, and warnings. We are in the process of purchasing seven new lap tops with this year's BYRNE grant. These lap tops will be issued to officers to conduct investigations and produce law enforcement reports under step one of our initiative to go paperless and adapt the E-citation and E-submittal of crash reports.

The next step in this initiative is to obtain printers which would be mounted inside the patrol vehicles allowing the officers to issue an E-citation on a single sheet, rather than the multiple copies of paper that are currently required. E-citation will reduce the requirement of assigning an officer the lengthy task of creating a transmittal which lists every traffic citation written by the department then sent by mail to the required agencies. This process will be preformed electronically and require little to no paper as well as eliminate the cost of postage entirely. Using E-citation will require no down time due to the Florida Tracs program we have set into place automatically creating

January 7, 2014

Commission Agenda Report

Resolution 2014-03

and sending the transmittal by 9:00am each business day via internet. The printers being requested are laser printers and are far more efficient with ink as well as time.

### **Fiscal/Budget Impact**

The Village of Biscayne Park Police Department is seeking the expenditure not to exceed \$500.00 from the Village of Biscayne Park Police Departments State Forfeiture Funds Account. These funds will be utilized for the purchase and installation of nine (9) Canon Imageclass LBP6000Mono Laser Printer-2400 x 600 dpi USB printers (\$49.99 each) or its equivalent.

I, Ray Atesiano, Chief of Police, certify that all funds from the above request will be utilized for law enforcement purposes and that this request complies with the requirements of the State of Florida Forfeiture Guidelines and/or the Department of Justice/Treasury Forfeiture Guidelines, where applicable. The above request has been reviewed and approved by the office of the Village Attorney.

### **Staff Recommendation**

Approval of Resolution 2014-03

### **Attachments**

Resolution 2014-03

Printer specs and cost sheet.

1  
2  
3 **RESOLUTION NO. 2014-03**  
4

5 **A RESOLUTION OF THE VILLAGE**  
6 **COMMISSION OF THE VILLAGE OF**  
7 **BISCAYNE PARK, FLORIDA APPROVING THE**  
8 **EXPENDITURE OF POLICE FORFEITURE**  
9 **FUNDS OF NOT MORE THAN \$500.00 FOR THE**  
10 **PURCHASE OF NINE (9) PRINTERS TO BE**  
11 **USED BY THE VILLAGE OF BISCAYNE PARK**  
12 **POLICE DEPARTMENT; PROVIDING FOR AN**  
13 **EFFECTIVE DATE**  
14

15  
16  
17 WHEREAS, an initiative of the Village of Biscayne Park Police Department is to  
18 reduce the use of paper with the ultimate goal of going paperless; and,  
19

20 WHEREAS, the department has begun utilizing the E-Citation and E-Submittal of  
21 accident reports; and,  
22

23 WHEREAS, the utilization of laptops and portable printers in the police vehicles will  
24 automate the process of creating and sending reports which greatly minimizes the use of paper  
25 and forms, and increases the efficiency in transmitting reports; and,  
26

27 WHEREAS, the expenditure of not more than \$500 for the purchase of nine (9) Canon  
28 Imageclass LBP6000 Mono Laser Printers, is pursuant to federal and state forfeiture  
29 guidelines.  
30

31  
32 **NOW THEREFORE, BE IT RESOLVED BY THE VILLAGE COMMISSION**  
33 **OF THE VILLAGE OF BISCAYNE PARK, FLORIDA:**  
34

35 **Section 1.** The foregoing "WHEREAS" clauses are true and correct and hereby  
36 ratified and confirmed by the Village Commission.  
37

38 **Section 2.** That the Chief of Police is authorized to purchase two defibrillators and  
39 accessories nine (9) Canon Imageclass LBP6000 Mono Laser Printers not to exceed \$500.00  
40 utilizing Police Forfeiture Funds.  
41

42 **Section 3.** This Resolution shall become effective upon adoption.  
43

44 PASSED AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2014.  
45

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23

\_\_\_\_\_  
David Coviello, Mayor

Attest:

\_\_\_\_\_  
Maria C. Camara, Village Clerk

Approved as to form:

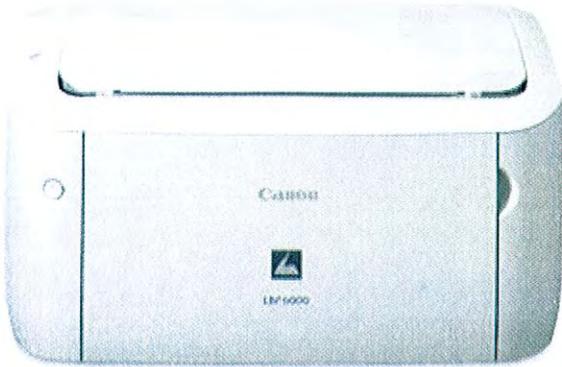
\_\_\_\_\_  
Village Attorney

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

Mayor Coviello: \_\_\_\_\_  
Vice Mayor Watts: \_\_\_\_\_  
Commissioner Anderson: \_\_\_\_\_  
Commissioner Jonas: \_\_\_\_\_  
Commissioner Ross: \_\_\_\_\_

# Canon imageCLASS LBP6000 Mono Laser Printer - 2400 x 600 dpi, Up to 19 ppm, 2MB Memory, USB

**Canon**  
AUTHORIZED DEALER



<b>LASER</b>	<b>B/W</b> 19 ppm	<b>2400x600</b> DPI	<b>USB</b> 2.0
--------------	----------------------	------------------------	-------------------



Product limited warranty:  
12 for parts and 12 months for labor  
Warranty is provided by: Canon

#### Extended Service Plans Available:

2-Year Electronics Warranty: **\$9.98**

3-Year Premium Electronics Warranty: **\$29.98**

**Regular Price**  
**Instant Savings**

**\$119.99**  
**- \$70.00**

Item# C125-9278



(12/1 C0 QL20 013803130477)

**\$49<sup>99</sup>**



## **Village of Biscayne Park Commission Agenda Report**

**Village Commission Meeting January 7, 2014**

**Date:**

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

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

**Sponsored By:** Staff

---

### **Background**

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

January 7, 2014

Commission Agenda Report

Resolution 2014-04

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

### **Fiscal/Budget Impact**

N/A

### **Staff Recommendation**

Authorize the Village Manager to execute the Development Agreement.

### **Attachments**

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

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

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

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

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

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

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

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

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

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



This instrument was prepared by (record and return to)

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

(Space reserved for Clerk)

---

**EXECUTION COPY**

## **DEVELOPMENT AGREEMENT**

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

### Introduction and Background

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3.2 "Applicant" shall mean Owner and Tenant.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(m) The Applicant shall provide the number of students enrolled to the Village annually, by the 4<sup>th</sup> Monday each January while the use continues. Failure to do so shall result in revocation of the use.

(n) The Applicant shall comply with the recommendations as per Miami-Dade County Public Works Traffic Engineering Division (TED) except for that portion requiring exclusive designation of parking spaces to the applicant, and the Village of Biscayne Park Traffic Consultant attached, the Village's recommendations, as well as the traffic analysis of Traffic Tech, attached hereto as Exhibit C. That there be no stacking of vehicles in through lanes. That there be no child drop-off along NE 113<sup>th</sup> Street. That the Applicants contact the Village Police Department to discuss any traffic management proposals that impact the public right-of-way and/or public safety. The Applicants shall bear the cost of any impacts to traffic management. Including the hiring of an off-duty police officer, if necessary. That all pavement markings (directional arrows and stall striping) be maintain in good condition. That the Applicants shall be responsible for the purchase and placement of "No Parking Signs" and "No

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

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

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

(q) Any non-material changes (as determined by the Village's Planning Director) which are required by any Village land use board or any other applicable board, agency, or authority, or any non-material changes which are initiated by Owner, shall not require the approval of the Village Commission.

(r) Any technical changes in the approved Site Plan not governed by subsections above, and which are (i) required in order for the Project to be in

compliance with any and all applicable laws, codes, rules and regulations of any governmental or regulatory agencies including, without limitation, the Florida Building Code and the Americans with Disabilities Act (ADA), or (ii) otherwise required or necessary including, without limitation, any changes in connection with ingress and egress and public works, shall be delegated to the appropriate government official of the Village for review and approval of such technical changes.

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

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

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

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

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

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

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

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

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

o Standard Comments:

i. All pedestrian crosswalks around the school must have zebra pavement markings. New sidewalks for the existing structure are not required, per Miami-Dade Public Works.

ii. Safe sight distance must be provided at all driveway intersections; therefore, no visual obstructions shall remain or be placed within any areas defined by the limits of clear sight. No tree foliage or branches shall descend below 7 feet within the public right-of-way. All tree placements in sight triangles shall meet or exceed FDOT Index 546.

iii. All drive aisles must meet minimum clear zone requirements for vehicle travel as defined by the Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways.

iv. Site plans submitted for Permit, which shall conform to MUTCD, Miami-Dade Public Works Standard Detail Manual and other appropriate standards for engineering design in the public right-of-way, must be submitted to and approved by Miami-Dade County Traffic Engineering Division. Existing and proposed striping, signs, and lane widths must be shown on these plans for all adjacent roadways. Also, plans must indicate any existing or proposed private driveways across the streets adjacent to the school site.

v. All roadway improvements including, but not limited to, traffic signs, markings and signals shall be installed by the Applicants adjacent to, or nearby, this facility to ameliorate any adverse vehicular impacts caused by the traffic attracted to this facility. Also, traffic control devices, e.g., crosswalks, may be required.

vi. The Public Works and Waste Management Department reserves the right to add or modify requirements based upon any additional information that may be received during this review process.

(bb) That the Declaration of Restrictions relating to the parking lot for church use at Lots 21-23 be executed and recorded in the Public Records of Miami-Dade County. Failure to promptly execute the Development Agreement and Declaration of Restrictions shall nullify the recommendation by the Planning and Zoning Board and approval Village Commission

(cc) Applicant shall relocate the trash receptacles at the location, and properly screen same, if possible. The location shall be reviewed by staff.

(dd) Applicant shall comply with Section 10-1, of the Village's Code of Ordinances, relating to precluding offensive noise.

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

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

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

#### 4. Zoning and Other Approvals for Project.

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

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

4.3 Laws Governing this Agreement. The Village's laws and policies governing the development of the Project at the time of the execution of this Agreement by the parties hereto shall govern the development of the Project for the duration of this Agreement. The Village may apply subsequently adopted laws and policies to the Project only as otherwise permitted or required by the Act. Except as required by Chapter 163, Florida Statutes, the Project may proceed for the life of this Development Agreement and is vested as to the rights provided herein. Additionally, the Applicant may modify the Project based upon future (i.e. subsequent to the Commencement Date) beneficial changes in the Village Code, as applicable.

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

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

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

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

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

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

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

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

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

(d) Applicant lacks funding to do the Project;

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

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

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

In the event of termination of this Agreement pursuant to this Section 5, each party shall bear its own costs and expenses incurred in connection with this Agreement, and neither party shall have any further liability to the other.

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

7. No Permit or Waiver of Fees. This Agreement is not and shall not be construed as a Development Permit, Development Approval, or authorization to commence development of the Project, nor shall it relieve Owner of the obligation to obtain all necessary Development Approvals, Development Permits, or any other approvals and/ or permits that are required under applicable law and under and pursuant

to the terms of this Agreement. Except as otherwise expressly provided herein, nothing contained in this Agreement shall be deemed to constitute a waiver of any fee, charge, or cost imposed by the Village in connection with the issuance of any Development Approval, Development Permit or any other approval and/or permit.

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

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

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

11. Recording of Development Agreement. Within fourteen (14) days after the parties execute this Agreement, the Village shall record this Development Agreement with the Clerk of the Circuit Court of Miami-Dade County, at the expense of the Applicant. The Applicant shall submit a copy of the recorded Agreement to the State of Florida's Land Planning Agency within fourteen (14) days after this Agreement is recorded. This Agreement shall become effective only after (i) it has been recorded in the Public Records of Miami-Dade County, and (ii) thirty (30) days have elapsed after the State of Florida Land Planning Agency's receipt of a copy of the recorded Agreement. Applicant agrees that it shall be responsible for all recording fees and other related fees and costs related to the recording and delivery of this Agreement. The provisions hereof

shall remain in full force and affect during the term hereto, and subject to the conditions of this Agreement, shall be binding upon the undersigned and all successors in interest to the parties to this Agreement. Whenever an extension of any material deadline is permitted or provided for under the terms of this Agreement, at the request of either party, the other party shall join in a short-form recordable Memorandum of Agreement confirming such extension to be recorded in the Public Records of Miami-Dade County.

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

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

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

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

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

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

13. Required Development Approvals.

(a) Applicant shall be solely responsible for obtaining, at its sole cost and expense, the Development Approvals. Notwithstanding the preceding, the Village, Applicant agrees and acknowledges that the Development Approvals may not constitute a full listing and description of all local development approvals or permits needed to be approved for development of the Project, and that the omission of any other approval or permit (required for the development of the Project) shall not relieve Applicant of its sole obligation, whether under applicable law or this Agreement, to obtain same.

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

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

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

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

or

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

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

17. Indemnification of Owner and Tenant. Owner and Tenant hereby agrees to hold the Village, its officers, employees, agents, contractors, and representatives harmless from any liability/or damage or claims for damage for personal injury, including wrongful death, and claims for property damage, which may arise from the direct or indirect activities and/or operations of Owner or Tenant, or these of any officer, employee, agent, contractor, sub-contractor, or other person acting on Owner's or Tenant's behalf, which relate to the design, development, and construction of the Project. Owner or Tenant agrees to, and shall afford at its sole cost and expense, the Village and its officers, employees, agents, contractors, and representatives from any and all actions for damages caused, or alleged to have been caused, by reason of Owner's or Tenant activities in connection with Project. This indemnification agreement applies to all damages and claims for damages including, without limitation, interest, costs and attorney's fees, outlined or alleged to have been suffered by reason of the activities and/or operations referenced herein. This indemnification shall not apply to the gross

negligence or willful misconduct of the Village, or of its officer's employees, agents, contractors, or representatives. The aforesaid indemnification, and the provisions of this shall survive expiration of this Agreement.

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

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

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

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

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

(d) if, within one hundred fifty (150) days after the commencement of a proceeding against Owner or Tenant seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the present or any future Federal bankruptcy code or any other present or future applicable Federal, state or other bankruptcy or insolvency statute or law, such proceeding has not been dismissed, or if, within one hundred eighty (180) days

after the appointment, without the consent or acquiescence of Owner or Tenant, of any trustee, receiver, custodian, assignee, sequestrator, liquidator or other similar official of Owner or Tenant, of all or any substantial part of its properties, or of all or any part of Owner's or Tenant's interest in the Property and/or the Project, such appointment has not been vacated or stayed on appeal or otherwise, or if, within one hundred eighty (180) days after the expiration of any such stay, such appointment has not been vacated.

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

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

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

#### 18.2 Enforcement of Performance; Damages and Termination.

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

#### 18.3 Strict Performance

No failure by Village or Owner or Tenant to insist upon strict performance of any covenant, agreement, term or condition of this Agreement or to exercise any right or remedy available to such party by reason of the other party's default or an Event of Default, shall constitute a waiver of any such Default or Event of Default or of such covenant, agreement, term or condition or of any other covenant, agreement, term or condition. No covenant, agreement, term or condition of this Agreement to be performed or complied with by either party, and no default by either party, shall be waived, altered or modified except by a written instrument executed by the other party. No waiver of any Default or Event of Default shall affect or alter this Agreement, but each and every covenant, agreement, term and condition of this Agreement shall continue in full force

and effect with respect to any other then existing or subsequent Default. Owner's and Tenant's compliance with any request or demand made by Village shall not be deemed a waiver of Owner's or Tenant's right to contest the validity of such request or demand.

#### 18.4 Right to Enjoin Defaults

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

#### 18.5 Village's Default

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

hereto, beyond the reasonable control of Village, other than the financial inability of Village, provided that Village takes reasonable steps to so minimize the effect of any such circumstance, in which event the required period for Village's performance for any obligation hereunder shall be extended for a period equal to the length of the delay caused by such Excusable Delays. Village agrees to make a good faith effort to notify Owner or Tenant of any Excusable Delays affecting the performance by Village of its obligations under this Agreement and the estimated delay to result therefrom.

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

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

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

20. Waiver, Release and Assumption of Obligations.

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

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

22. Miscellaneous.

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

to bind any party, appear on one or more of such counterparts. All counterparts shall collectively constitute a single Agreement.

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

(c) Governing Law and Exclusive Venue.

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

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

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

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

(g) Remedies Cumulative.

Each right and remedy of either party provided for in this Agreement shall be cumulative and shall be in addition to every other right or remedy provided for in this Agreement, or now or hereafter existing at law or in equity or by statute or otherwise (except as otherwise expressly limited by the terms of this Agreement), and the exercise or beginning of the exercise by a party of any one or more of the rights or remedies provided for in this Agreement, or now or hereafter existing at law or in equity or by

statute or otherwise (except as otherwise expressly limited by the terms of this Agreement), shall not preclude the simultaneous or later exercise by such party of any or all other rights or remedies provided for in this Agreement or now or hereafter existing at law or in equity or by statute or otherwise (except as otherwise expressly limited by the terms of this Agreement).

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

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

(i) Time is of the Essence.

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

(j) Successors and Assigns.

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

(k) Notice of Defaults.

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

(l) Corporate Obligations.

It is expressly understood that this Agreement and obligations issued hereunder are solely corporate obligations, and, that no personal liability will attach to, or is or shall be incurred by, the incorporators, stockholders, officers, directors, elected or appointed officials (including, without limitation, the Mayor and Village Commission of the Village and the Tenant and Owner, or employees, as such, of Village, Tenant or Owner, or of any successor corporation, or any of them, under or by reason of the obligations, covenants or agreements contained in this Agreement or implied therefrom; and, that any and all such personal liability, either at common law or in equity or by constitution or statute, of, and

any and all such rights and claims against, every such incorporator, stockholder, officer, director, elected or appointed officials (including, without limitation, the Mayor and Village Commission of the Village and the Chairman and Members of the Tenant and Owner) or employee, as such, or under or by reason of the obligations, covenants or agreements contained in this Agreement or implied therefrom, are expressly waived and released as a condition of, and as a consideration for, the execution of this Agreement.

(m) Nonliability of Officials and Employees.

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

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

(n) Partnership Disclaimer.

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

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

(o) No Third Party Rights.

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

(p) No Conflict of Interest.

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

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

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

Signed, sealed and delivered  
in the presence of:

\_\_\_\_\_  
\_\_\_\_\_

Village of Biscayne Park,  
a Florida municipal corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Village Manager

Attest: \_\_\_\_\_  
Village Clerk

Signed, sealed and delivered  
in the presence of:

\_\_\_\_\_  
\_\_\_\_\_

OWNER  
Church of the Resurrection

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Attest: \_\_\_\_\_  
By: \_\_\_\_\_

Signed, sealed and delivered  
in the presence of:

\_\_\_\_\_  
\_\_\_\_\_

TENANT:  
\_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Attest: \_\_\_\_\_  
By: \_\_\_\_\_

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

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

\_\_\_\_\_  
NOTARY PUBLIC

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

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

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

\_\_\_\_\_  
NOTARY PUBLIC

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

OFFICIAL NOTARY SEAL

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

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

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

\_\_\_\_\_  
NOTARY PUBLIC

\_\_\_\_\_  
Typed or Printed Name of Notary

My Commission expires:

Serial No., if any: \_\_\_\_\_

OFFICIAL NOTARY SEAL

**EXHIBIT "A"**  
**Legal Description**

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

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

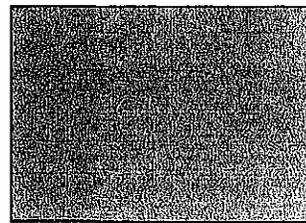
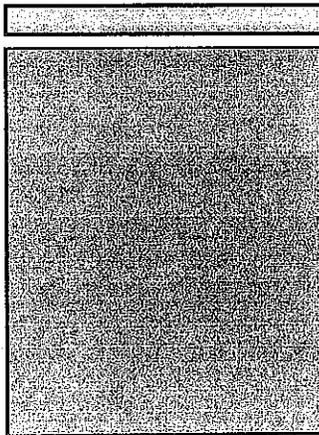
**EXHIBIT "B"**  
**Site Plan**



**EXHIBIT "C"**  
**Traffic Study**

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

traffic study



prepared for:  
**Gory Holdings, Inc.**

**Traf Tech**  
ENGINEERING, INC.

June 26, 2013

**Traf Tech**  
ENGINEERING, INC.

June 26, 2013

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

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

Dear Sandi:

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

Sincerely,

**TRAF TECH ENGINEERING, INC.**

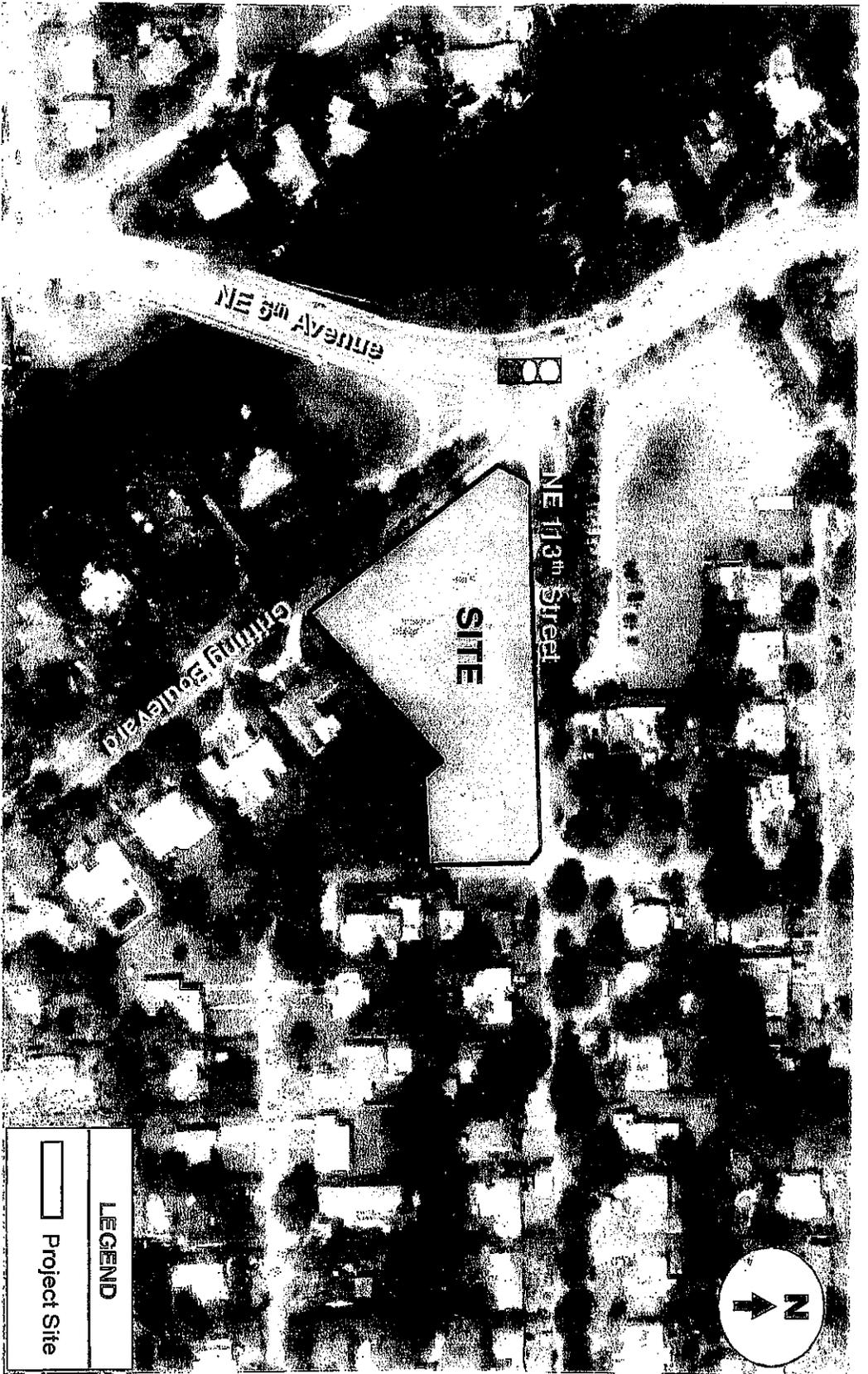
Joaquin E. Vargas, P.E.  
Senior Transportation Engineer

## INTRODUCTION

---

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

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



LEGEND	
	Project Site

**FIGURE 1**

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

**SCHOOL SITE LOCATION MAP**

ENGINEERING, INC.

## TRAFFIC OPERATIONS PLAN

### **Anticipated School Schedule**

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

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

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

### **Traffic Patterns**

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

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

### **Bus Operations**

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

## Trip Generation

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

### AM Peak Hour (Typically Between 7-9AM)

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

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

### PM Peak Hour (Typically Between 4-6 PM)

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

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

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

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

Source: ITE Trip Generation Manual (9<sup>th</sup> Edition)

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

<sup>2</sup> Typically occurs between 4:00 PM and 6:00 PM.

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

<b>TABLE 2</b> <b>Biscayne Park School &amp; Early Learning Center</b> <b>Roadway Reserve Capacity</b>				
Station No.	Location	Peak Hour Capacity <sup>3</sup>	Peak Hour Trips <sup>4</sup>	Available Peak Hour Capacity <sup>5</sup>
1010	NE 6 <sup>th</sup> Ave – NE 103 St to NE 135 St	4,080	1,654	2,426
1024	NE 124 <sup>th</sup> St – NE 6 <sup>th</sup> Ave to NE 7 <sup>th</sup> Ave	3,100	2,374	726

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

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

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

#### **Impacts to Emergency Vehicles**

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

#### **Bicycle Accommodations**

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

<sup>3</sup> Maximum level of service capacity.

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

<sup>5</sup> Peak hour capacity minus total peak hour trips (reserved trips).

---

### Vehicle Accumulation Analysis (ITE Standards)

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

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

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

X = number of students

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

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

### Vehicle Accumulation Analysis (Miami-Dade County Standards)

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

# **APPENDIX A**

## **Miami-Dade County Traffic Count Stations**

**FDOT TRAFFIC COUNT STATIONS**  
 \*BASED ON 2011 TRAFFIC COUNTS

575	PALMETTO EXPWY (SR 826)	N/O NW 122 ST TO NW 138 ST	8	13480	13607	-27	0	-27		T	E	D	F
576	PALMETTO EXPWY (SR 826)	N/O NW 136 ST TO NW 67 AVE	6	10150	9320	830	0	830		F	D	D	D
577	PALMETTO EXPWY (SR 826)	E/O NW 47 AVE TO NW 37 AVE	6	10150	8465	685	0	685		F	D	D	D
578	PALMETTO EXPWY (SR 826)	W/O NW 27 AVE TO NW 37 AVE	6	10150	10128	22	0	22		T	D	D	D
579	PALMETTO EXPWY (SR 826)	E/O NW 27 AVE TO NW 17 AVE	8	13480	10286	3212	0	3212		F	C	D	C
582	SW 177 AVE/KROME AVE	N/O SW 8 ST TO OKEECHOBEE RD	2	1420	939	481	0	481		F	C	C	C
589	SW 9 ST/TAMIAMI TRAIL	W/O SW 87 AVE/GALLOWAY RD TO SW 107 AVE	A 8	8582	4452	4140	0	4140		F	B	EE	B
592	SW 88 ST/KENDALL DR	E/O SW 110 AVE BE I SW 117 AVE-SW 107 AVE	A 8	6432	4096	2337	15	2322		F	B	EE	B
592	NW 47 AVE	N/O NW 183 ST TO NW 189 ST	A 2	1570	1913	-343	0	-343		T	F	SUMA	F
602	SW 177 AVE/KROME AVE	S/O SW 88 ST/KENDALL DR TO SW 184 ST	A 2	1420	1333	87	10	77		F	C	C	C
603	SW 88 ST/KENDALL DR	E/O PALMETTO EXPWY TO US-1	A 6	8040	2271	5769	78	5890		F	B	E-50	B
604	SW 88 ST/KENDALL DR	E/O SW 78 AVE BET SW 87 AVE-PALMETTO EXPWY	A 6	6180	4664	1516	111	1405		F	D	EE	D
1008	W. DIXIE HWY (SR 909)	S/O NE 125 ST BET NE 118 ST-NE 10 AVE	A 4	3100	984	2136	4	2132		F	C	E	C
1009	NE 6 AVE (SR 815)	N/O US-1 TO NW 103 ST	A 4	4080	602	3478	0	3478		F	C	E-20	C
1010	NE 6 AVE (SR 815)	S/O NE 111 ST BET NE 103 ST-NE 136 ST	A 4	4080	1652	2428	2	2426		F	C	E-20	C
1018	ALTON RD (SR 907)	S/O 51 ST (W BEACH) BET ART GODFREY-COLLIN	A 4	3560	2455	1105	0	1105		F	B	E	B
1023	BROAD CSWY (SR 922)	W/O N. BAYSHORE DR TO US-1	A 4	3400	1398	2002	0	2002		F	C	E	C

**FDOT TRAFFIC COUNT STATIONS**  
 \*BASED ON 2011 TRAFFIC COUNTS

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



## **Village of Biscayne Park Commission Agenda Report**

**Village Commission Meeting Date:** January 7, 2014

**Subject:** Resolution 2014-05

**Prepared By:** Chief Ray Atesiano

**Sponsored By:** Staff

---

### **Background**

The Village of Biscayne Park Police Department would like to enter into an agreement with the Miami Dade County Clerk's office. This agreement will allow for our agency to send Florida traffic citations electronically and achieve our goal of going paperless. It is important that we enter into this agreement in order to reduce costs and the time restraints in creating a transmittal. Electronic citation submittal is the direction which most agencies are leaning towards. The submittal will allow for more accurate transferring of data between the agencies and the clerk's office. Accuracy and clarity of handwritten citations assists the clerk's office with productivity and proper disbursement of traffic violation revenues. It currently takes the police clerk 6-8 hours a week to do transmittals of traffic citations, by eliminating this need for manual inputting, it frees the clerk up to work on other more pressing items. This agreement would have an overall time and money savings effect.

### **Fiscal/Budget Impact**

None.

January 7, 2014

Commission Agenda Report

Resolution 2014-05

### **Staff Recommendation**

Approval of Resolution

### **Attachments**

Resolution

Memo of Understanding between the Village of Biscayne Park and Miami Dade County Clerk's Office.

1  
2  
3 **RESOLUTION NO. 2014-05**  
4

5 **A RESOLUTION OF THE VILLAGE**  
6 **COMMISSION OF THE VILLAGE OF**  
7 **BISCAYNE PARK, FLORIDA AUTHORIZING**  
8 **THE VILLAGE MANAGER TO EXECUTE THE**  
9 **INTERLOCAL AGREEMENT BETWEEN THE**  
10 **VILLAGE OF BISCAYNE PARK AND MIAMI-**  
11 **DADE COUNTY CLERK OF COURTS;**  
12 **PROVIDING FOR AN EFFECTIVE DATE**  
13  
14  
15

16 WHEREAS, an initiative of the Village of Biscayne Park Police Department is to  
17 reduce the use of paper with the ultimate goal of going paperless; and,  
18

19 WHEREAS, all police agencies in Miami-Dade County, including the Village of  
20 Biscayne Park Police Department, utilize the County Clerk's Office for the processing of  
21 traffic tickets, and associated revenue disbursements and documents; and,  
22

23 WHEREAS, the County Clerk's office provides an electronic citation integration  
24 service at no expense to the municipalities which enhances productivity and reduces error; and,  
25

26 WHEREAS, the Village of Biscayne Park Police Department desires to be a part of the  
27 County Clerk's Office e-citation integration server.  
28

29  
30 **NOW THEREFORE, BE IT RESOLVED BY THE VILLAGE COMMISSION**  
31 **OF THE VILLAGE OF BISCAYNE PARK, FLORIDA:**  
32

33 **Section 1.** The foregoing "WHEREAS" clauses are true and correct and hereby  
34 ratified and confirmed by the Village Commission.  
35

36 **Section 2.** That the Village Manager is authorized to execute the Interlocal  
37 Agreement between the Village of Biscayne Park and the Miami-Dade County Clerk of Courts  
38 for use of the E-Citation Integration Server by the Village of Biscayne Park Police Department.  
39 The agreement, in substantial form, is attached and incorporated by reference into this  
40 resolution as exhibit 1.  
41

42 **Section 3.** This Resolution shall become effective upon adoption.  
43

44 PASSED AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2014.  
45

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23

\_\_\_\_\_  
David Coviello, Mayor

Attest:

\_\_\_\_\_  
Maria C. Camara, Village Clerk

Approved as to form:

\_\_\_\_\_  
Village Attorney

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

Mayor Coviello: \_\_\_\_\_  
Vice Mayor Watts: \_\_\_\_\_  
Commissioner Anderson: \_\_\_\_\_  
Commissioner Jonas: \_\_\_\_\_  
Commissioner Ross: \_\_\_\_\_

**AGREEMENT**

THIS INTERLOCAL AGREEMENT is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between MIAMI-DADE COUNTY CLERK OF COURTS, a political subdivision of the State of Florida (hereinafter referred to as the "CLERK'S OFFICE") and the CITY/AGENCY \_\_\_\_\_, under the State of Florida, (hereinafter referred to as the "CITY/AGENCY").

**WITNESSETH:**

WHEREAS, the Miami-Dade County Clerk's Office is vested with the intergovernmental jurisdiction to manage the Traffic Violations Bureau (herein referred to as the "TVB"), which oversees the collection, the disbursement of traffic violation revenues, and the processing of all traffic court related documents; and

WHEREAS, in order to capture revenue lost due to illegibility or issue error, as well as to enhance productivity, the Clerk's Office in coordination with all Miami-Dade County cities and other agencies has proposed to integrate the systems of the various entities; and

WHEREAS, the CLERK'S OFFICE intends to provide e-citation integration services at no expense to the CITY/AGENCY, and will operate an electronic citation integration server (hereinafter referred to as the "SYSTEM") for use by the Office of the Clerk (Traffic Violations Bureau); and

WHEREAS, the CITY/AGENCY desires to be a part of the CLERK'S OFFICE e-citation integration server; and

WHEREAS, the CLERK'S OFFICE and the CITY/AGENCY both endeavor to provide their citizens with the best possible traffic enforcement services supported by up-to-date technology,

NOW THEREFORE, for and in consideration of the mutual covenants herein contained, the CLERK'S OFFICE and the CITY/AGENCY do hereby agree to fully and faithfully abide by and be bound by the following terms and conditions:

## ARTICLE ONE

### Responsibilities of the Miami-Dade County Clerk's Office

**The CLERK'S OFFICE agrees to:**

1. Implement and maintain the e-citation integration server, which will allow cities/agencies to transfer all e-citation and attendant document data.
2. Ensure that once the SYSTEM has been tested and is fully operational, the CLERK'S OFFICE will make satisfactory arrangements to ensure that the components of the integration server will be serviced when necessary.
3. Provide trained and qualified personnel to operate the SYSTEM at the Clerk's Technical Services Division and provide support to the cities/agencies on a five (5) days a week, 8 hours a day basis (9 A. M. -5 P. M.)
4. Designate a person (hereinafter referred to as "Project Manager") who will be responsible for handling the SYSTEM, administer the SYSTEM and handle all technical issues arising out of, under, or in connection with the SYSTEM, including but not limited to: processing change orders and modifications to the system; coordinating implementation, installation and maintenance of all equipment necessary to the satisfactory operation of the SYSTEM; and addressing all business and technical issues.
5. Designate a person, (herein referred to as "Operational Liaison") within the Traffic Violations Bureau, who will be responsible for addressing operational and procedural related issues.
6. The Operational Liaison and/or Project Manager will communicate with "Agency Liaison" regarding required system updates and modifications (i.e.: violation code tables updates, etc).

## ARTICLE TWO

### Responsibilities of the CITY/AGENCY

**The CITY/AGENCY agrees to:**

1. Utilize the CLERK'S OFFICE e-citation integration server and any upgrade(s) thereto, to transmit tickets and related documents within the five (5) days required by F.S. 316.650.
2. Maintain all functional records and accounts that relate to the SYSTEM (including but not limited to system and officer log-in and log-out, starting and ending citation for each officer and shift, citation transmittal sheets, and data upload and download records) in accordance with Generally Accepted Accounting Principals (GAAP), and provide the CLERK'S OFFICE access to said accounts and records for auditing purposes for the duration of the AGREEMENT. The CITY/AGENCY agrees to abide by all guidelines set forth in the Miami-Dade County Clerk's Office E-Citation Process Interface Control Document Version 6.20 or higher (herein referred to as the "ICD") hereby made a part of this agreement. (see Attachment A.)
3. Utilize the SYSTEM and participate in the program as instructed by the CLERK'S OFFICE and as fully as possible during the terms of this AGREEMENT.
4. Operate all components of the SYSTEM in full compliance with all operational manuals, rules, and regulations of the CLERK'S OFFICE, and the TERMS AND CONDITIONS of the CLERK'S OFFICE (see Attachment A)
5. Notify the CLERK'S OFFICE immediately regarding the failure of any components of the SYSTEM.
6. Provide a designated person along with a back-up person (herein referred to as "Agency Liaisons") for communication with the CLERK'S OFFICE, the CLERK'S TECHNICAL SERVICES DIVISION, and/or the TVB; and to communicate and train officers on proper issuance and transmission of electronic citations.
7. Once contacted by the Clerk's Office, regarding modifications to the ICD (including but not limited to violation codes tables etc.) the city/agency agrees to make all necessary changes within **24 hours** and to download all changes to agency equipment.

8. Once the offices of a City/Agency provide e-citations thru the "SYSTEM", all required and signed paper follow-up citation copies will be filed with a transmittal sheet (as provided in the ICD). This e-citations transmittal will be separate from handwritten non-electronic citations, and will be clearly marked as "**E-CITATION FOLLOW-UP COPY**". The e-citation follow-up copies will **NOT** be processed as the charging document; it will only be placed in the court file.
9. Select and purchase or build a traffic e-citation issuance system that is compliant with the requirements outlined in Attachment A.
10. Modify the traffic e-citation issuance system, either by the City/Agency or the vendor that supplied such system, to be compliant with any changes required by the SYSTEM.
11. Test the integration between the traffic e-citation issuance system and the SYSTEM for a period of 10 business days or until such time as the Clerk's Office and City/Agency agree to process transactions in a production environment.
12. Understand that a citation that is rejected by the SYSTEM will not have a case file opened. The rejected citation must be corrected within the traffic e-citation issuance system and resubmitted to the SYSTEM.
13. Acknowledge that if a Law Enforcement Agency (LEA) uses automated citations but those citations are **NOT** electronically transmitted then, the e-citation paper must be filed with the Clerk of Courts in a separate transmittal where it is clearly indicated "**NOT ELECTRONICALLY TRANSMITTED**". These citations must conform to requirements specified below (see sections A & B) regarding bar code, paper size, and paper quality. Information on citations must be standardized following Florida Uniform Traffic Citation (FUTC) format.
14. If a LEA uses automated citations that **are** electronically transmitted, the electronically filed e-citation will be the officially filed charging document. The follow-up paper copies of the e-citation, which will contain the defendant and officer signatures, and fingerprint if necessary, must be filed with the Clerk of Courts in a separate transmittal where it is clearly indicated "**E-CITATION FOLLOW-UP COPY**". These citations must conform to requirements specified below (see sections A & B) regarding bar code, paper size, and paper quality. Information on citations must be standardized following FUTC format.

**A. Agency "E-CITATION FOLLOW-UP COPY" Paper Requirements:**

Automated Paper Citations, submitted as follow-up copies (#14 above), or as interim FUTC's (#13 above) must adhere to the following specifications:

1. Size – Preferably the size of current Florida Uniform Traffic Citation, which is 8.5" by 4.25" We cannot accept sizes smaller than this. However, we do accept citations in 8.5" by 11" format in which the front of the citation is printed on the left panel and the back of the citation is printed on the right panel, per the Florida Highway Patrol (FHP) standard.
2. Ream Weight = 15 to 30 lb paper.
3. Thermal Paper of any kind is not acceptable as it curls, fades and cannot be scanned reliably.
4. All documents/papers (carbonless, etc) must be rubber roller safe - Ingredients used in paper and ink should not interact chemically with rubber - essentially they should be chemically inert.)
5. Leading edge of paper documents exiting printing devices can not curl up more than 3mm or curl down more than 5mm over a 30mm span from the edge of the paper.
6. All print must be in black ink.

**B. Automated Barcode Requirements:**

1. The barcode must be of good enough quality to be read by standard barcode scanners.
2. Clerk's Office Standard Code is 3 of 9 (also known as "code39" or "USD-3") - Current "de-facto" Standard with a 3:1 ratio Code 3 of 9 is an alphanumeric, self-checking, variable-length bar code that uses five black bars and four white bars to define a character. Three bars are wide and six are narrow. A character is represented by nine elements. An inter-character gap separates each character. Start and stop characters are depicted as asterisks (\*) and are used to delineate the bar code. The bar code is preceded and followed by quiet zones. A check character is optional. Code 3 of 9 supports 26 uppercase letters, 10 digits, and 7 special characters which include: - . \$ / + % (space).

**ARTICLE THREE**

**Right to Offset**

If the CITY/AGENCY fails to meet any of its obligations as set forth in this AGREEMENT and as determined by the CLERK'S OFFICE, and after notice to the delinquent CITY/AGENCY and the providing of thirty (30) days to meet its obligations, if the CLERK'S OFFICE incurs costs, expenses or damages as a result of such failure, the CLERK'S OFFICE, in addition to any other remedies, reserves the right to offset any sums due the CITY/AGENCY from any traffic ticket revenue source in an amount equal to the CLERK'S OFFICE expenses.

**ARTICLE FOUR**

**Correspondence**

It is understood and agreed that any official notices that result from or are related to this AGREEMENT must be in writing and shall only be considered delivered when done so by certified mail to:

**CITY/AGENCY**

City of \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_, Florida

Attention: \_\_\_\_\_, City Manager  
cc: \_\_\_\_\_, Chief of Police

**COUNTY**

Traffic Violations Bureau  
1351 NW 12th St., Suite 8500  
Miami, Florida 33125

Attention: Manuel Carames, Director

**ARTICLE FIVE**

**Settlement of Disputes**

The parties agree that the Clerk of Courts shall be the administrator of this AGREEMENT, but that all questions, difficulties and disputes, of whatever nature, which may arise under or by reason

of this AGREEMENT and the rendering of services and performance of obligations hereunder, shall be subject to the parties' obligation to mutually discuss and/or mediate any such matters that may arise within thirty (30) days of a request by either party to resolve any pending matter or issue. Following the expiration of the thirty (30) day discussion/mediation period, nothing contained in this AGREEMENT shall prevent either party from seeking relief through a court of competent jurisdiction.

## **ARTICLE SIX**

### **Terms of the Agreement**

The term of this AGREEMENT shall be for an initial period of three (3) years, with automatic renewals each year thereafter. However, this AGREEMENT may be terminated by either party hereto by providing the other party with thirty (30) days advance written notice. All of its terms and conditions shall remain in full force and effect until such time that the AGREEMENT is terminated or modified by mutual consent or either party.

## **ARTICLE SEVEN**

### **Assignments**

The CITY'S/AGENCY'S obligations hereunder are not assignable. The CITY/AGENCY shall not assign, transfer, pledge, hypothecate, surrender, or otherwise encumber or dispose of its rights under the AGREEMENT, or any interest in any portion of same, without the prior written consent of the CLERK'S OFFICE, which consent will not be unreasonably withheld.

**ARTICLE EIGHT**  
**Complete Agreement**

No representations or warranties shall be binding upon either party unless expressed in writing herein.

**ARTICLE NINE**  
**Modifications**

This AGREEMENT may not be altered, changed or modified except by or with the written consent of the parties and the Clerk of Courts as AGREEMENT administrator.

MIAMI-DADE COUNTY, FLORIDA  
CLERK OF COURTS

CITY/AGENCY OF \_\_\_\_\_

BY: \_\_\_\_\_  
HARVEY RUVIN, CLERK OF COURTS

BY: \_\_\_\_\_  
CITY MANAGER

ATTEST: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
CITY CLERK



## **Village of Biscayne Park Commission Agenda Report**

**Village Commission Meeting Date:** January 7, 2014

**Subject:** Resolution 2014-06

**Prepared By:** Chief Ray Atesiano

**Sponsored By:** Staff

---

### **Background**

Over the past year, The Village of Biscayne Park has been experiencing multiple dog incidents, in which they have attacked and killed cats. During this time period, we have exhausted all of our options ranging from use of County Animal Control setting traps, to chasing these dogs on foot. We have been moderately successful over the past year with capturing various dogs, however there are several that remain uncatchable. These dogs do not respond to traps or any of the means we have employed to capture them. I have researched a safe and humane way to capture the dogs and end the problems of loose dogs facing the village.

The purchase of a net gun to capture the dogs is not only the best idea, but also the safest for the animals and easiest solution, but minimizes the risk of injury to the officers as well.

January 7, 2014

Commission Agenda Report

Resolution 2014-06

### **Fiscal/Budget Impact**

The Village of Biscayne Park Police Department is seeking the expenditure not to exceed \$700.00 from the Village of Biscayne Park Police Departments State Forfeiture Funds Account. These funds will be utilized for the purchase of a top and competitively priced "Hero" net gun or its equivalent.

I, Ray Atesiano, Chief of Police, certify that all funds from the above request will be utilized for law enforcement purposes and that this request complies with the requirements of the State of Florida Forfeiture Guidelines and/or the Department of Justice/Treasury Forfeiture Guidelines, where applicable. The above request has been reviewed and approved by the office of the Village Attorney.

### **Staff Recommendation**

Approval of Resolution 2014-06

### **Attachments**

Resolution 2014-06

Net gun specs and cost sheet

1  
2  
3 **RESOLUTION NO. 2014-06**  
4

5 **A RESOLUTION OF THE VILLAGE**  
6 **COMMISSION OF THE VILLAGE OF**  
7 **BISCAYNE PARK, FLORIDA APPROVING THE**  
8 **EXPENDITURE OF POLICE FORFEITURE**  
9 **FUNDS OF NOT MORE THAN \$700.00 FOR THE**  
10 **PURCHASE OF A NET GUN TO BE USED BY**  
11 **THE VILLAGE OF BISCAYNE PARK POLICE**  
12 **DEPARTMENT; PROVIDING FOR AN**  
13 **EFFECTIVE DATE**  
14

15  
16  
17 WHEREAS, in the last year the Village of Biscayne Park Police Department has  
18 received numerous calls regarding a pack of loose dogs that have attacked and killed several  
19 cats; and,  
20

21 WHEREAS, the Police Department has reached out to Miami Dade County Animal  
22 Control, has set traps, and has chased the dogs on foot, yet the dogs have yet to be captured;  
23 and,  
24

25 WHEREAS, through researching available options, a net gun was identified as a means  
26 of safely capturing the dogs, and minimizing the risk of injury to the police officers; and,  
27

28 WHEREAS, the expenditure of not more than seven hundred dollars (\$700.00) for the  
29 purchase of one (1) Hero Net Gun, is pursuant to federal and state forfeiture guidelines.  
30

31  
32 **NOW THEREFORE, BE IT RESOLVED BY THE VILLAGE COMMISSION**  
33 **OF THE VILLAGE OF BISCAYNE PARK, FLORIDA:**  
34

35 **Section 1.** The foregoing "WHEREAS" clauses are true and correct and hereby  
36 ratified and confirmed by the Village Commission.  
37

38 **Section 2.** That the Chief of Police is authorized to purchase one (1) Hero Net Gun,  
39 or its equivalent, in an amount not to exceed seven hundred dollars (\$700.00) utilizing Police  
40 Forfeiture Funds.  
41

42 **Section 3.** This Resolution shall become effective upon adoption.  
43

44 PASSED AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2014.  
45

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23

\_\_\_\_\_  
David Coviello, Mayor

Attest:

\_\_\_\_\_  
Maria C. Camara, Village Clerk

Approved as to form:

\_\_\_\_\_  
Village Attorney

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

Mayor Coviello: \_\_\_\_\_  
Vice Mayor Watts: \_\_\_\_\_  
Commissioner Anderson: \_\_\_\_\_  
Commissioner Jonas: \_\_\_\_\_  
Commissioner Ross: \_\_\_\_\_

# SALE! Net Gun, Net Launcher, Net Shooter, Net Gun for Sale

[Order Your Net Gun](#)

[Net Gun Info](#)

[Net Gun for Animal Catchers](#)

[Questions? Contact us](#)

[more...](#)

## We are the #1 Net Gun supplier in the world!

We have sold to dozens of countries all over the globe to help the global Animal Control Community. Our Net Guns can be seen on several TV networks including: Animal Planet, Discovery, Sci Fi, and MTV.

### ONLINE SALE: \$647



The "Hero" Net Gun comes with:

- 4 quick loading firing heads.
- 4 re-usable, high tensile strength nylon nets.
- Your choice of large or small mesh net, depending on your needs.
- Metal carrying case to protect your equipment in any situation.



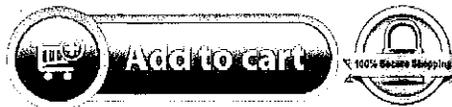
Finance your Net Gun! 0% Interest for 6 Months. It's Easy, check out with PayPal and select "Bill Me Later"

### ONLINE SALE: \$467

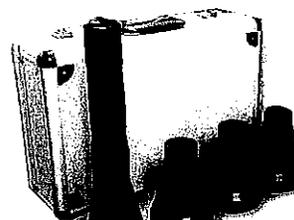


Your Net Gun "Starter Pack" comes with:

- 1 quick loading firing head.
- 1 re-usable, high tensile strength nylon nets.
- Your choice of large or small mesh net, depending on your needs.
- Metal carrying case to protect your equipment in any situation.



**ONLINE SALE. FREE SHIPPING. TAXES INCLUDED.**



### Why is the Net Gun the perfect animal catching tool for you?

- Capture feral animals at a safe distance, keeping you safe from bites, scratches, and diseases.
- Humanely rescue animals who have been hurt or wounded that you may not be able to access with conventional rescue tools.
- Works great for containing birds such as geese and other hard to catch animals.
- The nets are reusable, so make the one time investment and you will have the best animal capture device for years to come.
- Powered by inexpensive CO2 cartridges you can purchase anywhere.

### Net Gun Specs:

- Total weight including case and accessories is just 11 lbs.
- Each net is 12' x 12' foot in size, and made of high tensile nylon. We have yet to hear of one breaking.
- You select the mesh size: 1.95" for smaller animals, including birds. Or 5" mesh for larger animals.
- The Net Gun Launcher is approximately 15" in length and comes in 3 easily detachable parts.
- The net gun fires best in the 25'-45' range from target. It flies far and opens well for capturing your intended target.

## Net Gun For Sale - Get Your Net Guns Here!

### Every website I've found sells them for \$1195-\$2100

I will be transparent with you, I have found a supplier where I can get them for much less than that, and I will sell them at a much lower price to save you guys some money.

Our price to you if you pay in full is just **\$697** and that includes taxes and **FREE standard shipping** in the lower 48 states. And you can finance at **0% interest for 6 months** by choosing **Paypal** and the **"Bill Me Later"** method. (This is all done through **Paypal** not us.)

**The CO2 Cartridges** are a simple 16gram cartridge that can be purchased at Walmart, bicycle shops, pretty much and local store will carry them. We have to have a special license to ship them and once we add my costs to the product, it would just make more sense for you to buy them locally. But if you'd like, you can click on the link below for a good deal and have them shipped directly to you. **They do not come with your purchase.**

Click the link below to get your Co2 Cartridges:

16g CO2 Cartridge, 6-Pack



### Net Gun Features:

- Co2 Powered! No gun powder and cartridges are easy to replace.
- Nets are extra strong, created with animal capture in mind.
- Comes with metal carrying case to keep your equipment safe. (and it looks pretty darn cool...)
- Reusable nets and heads. Re-pack and re-shoot!
- Comes with 4 firing heads, ready to shoot.

## A little bit about us:

**We are the world's NUMBER ONE Net Gun supplier**, in the past 3 years, we have shipped to nearly all fifty states and have Animal Control clients all over the world including: Australia, Spain, Holland, Finland, Kuwait, Norway, Italy, Canada, Mexico and Latvia. We have the lowest prices (we include tax and shipping!) as well as the biggest distribution reach, we look forward to doing business with you, no matter where you are in the world.

**We are on TV!** Several production companies have ordered from us to use in the production of their animal control TV shows. We have also had orders from MTV and MTV2 for a few of their prank shows...hey why not?

And to make it even easier to get your hand on a Net Gun, we have partnered with **Paypal** so you can

Home : Links : Testimonials : Features : Education : Employment Opportunities

866.299.DART (3278)



ABOUT US | PROJECTORS | PNEU-DARTS | ACCESSORIES | VIDEO LIBRARY | SUPPORT | DISTRIBUTORS | CONTACT US

**STORE CATEGORIES**

- [Cartridge Fired Projectors](#)
- [Gauged Projectors](#)
- [Air Activated Projectors](#)
- [Package Deals](#)
- [Type C Darts](#)
- [Type P Darts](#)
- [DNA Dart](#)
- [Biopsy Dart](#)
- [Bear Scare Dart](#)
- [Injection / Marking Dart](#)
- [Transmitter Darts](#)
- [Practice Darts](#)
- [Dart Accessories](#)
- [Projector Accessories](#)
- [Projector Charges](#)
- [Projector Cases](#)
- [Sights](#)
- [Targets & Scales](#)
- [Transmitters & Receivers](#)
- [Gift Cards](#)
- [Books](#)

Pneu-Dart, Inc.  
15223 Route 87  
Highway  
Williamsport, PA 17701  
Toll Free:  
866.299.DART (3278)  
Phone: (570) 323-2710



**VISIT OUR NEW SITE**  
**SHOP.PNEUDART.COM**

YOUR ONLINE STORE FOR REMOTE DRUG DELIVERY PRODUCTS

Greetings Friends,

We are pleased to announce for the past few months our inventory levels have never been better!

As we continue to expand our market share and enter seasonal peak activity, production capacity will be challenged and yet we wanted you to know, as of today, we are processing all small volume polycarbonate dart orders within 7-10 business days and all aluminum dart orders within what has recently grown to be 8 weeks.

All this said our processes are continually under refinement and with our recent building expansion we are about to embark upon the world of automation.

Please know your patience and continued support is appreciated and for that we sincerely thank you!

Successful Darting,

Blair D. Soars, President

**PNEU-DART**  
CHANGING THE WAY  
**RANCHERS**  
HANDLE CATTLE IN  
THE 21<sup>ST</sup> CENTURY

VIDEO TESTIMONIALS  
ONLINE VIDEO WORKSHOP  
VIDEO QUESTION & ANSWERS

VISIT OUR NEW WEBSITE  
[cattle.pneudart.com](http://cattle.pneudart.com)

**PNEU-DART PRODUCTS AT WORK**

**BOTSWANA**  
**LION GENETICS RESEARCH**

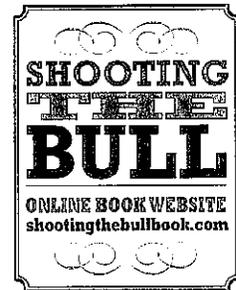
**PNEU-DART PRODUCTS AT WORK**

**ASSATEAGUE ISLAND**

VIDEO FEATURE

Pneu-Dart offers the best remote injection equipment and projectors for your remote drug delivery needs. Effective and reliable, our remote drug delivery systems are designed to capture or medicate without harming animals.

Ranchers, zoologists and scientists worldwide have relied on our effective remote drug delivery products since 1967.



**Past Attended / Sponsored Events**

National Cattlemen's Beef Association Annual Conference  
February 6-9, 2013

Texas and Southwestern Cattle Raisers Association Annual Convention  
March 22-24, 2013

19th Annual Tulsa Farm Show  
December 6-8, 2012

Florida Cattlemen's Association Conference  
June 19-20, 2012

National Cattlemen's Beef Association Annual Conference  
February 1-3, 2012

The Wildlife Society Conference  
October 13-18, 2012

American Association of Zoo Vets  
October 21-26, 2012



We spend the day with Allison Turner, from the National Park Service, while she tends to the wild horses of Assateague Island National Seashore.

**LATEST NEWS**

Call ACES for details. 800-338-ACES(2237)

## EXTRA CARTRIDGES (BOX OF 100)

Extra Cartridges (Box 100) for Coda Net Gun Charges ship as hazardous material

### OPTIONS

Description	Id	Price	Quantity
Medium (Red)	CNG-CM	\$105.00	Contact ACES to Order (800) 338-2237
Heavy (Light Blue)	CNG-CH	\$105.00	Contact ACES to Order (800) 338-2237

Prev 1 | 2 | 3 | 4 | Next

[facebook](#) [twitter](#)

[CONTACT US](#) [SITE MAP](#)

Animal Care Equipment & Services, LLC • 3075 75th Street, No. 2, Boulder, CO 80301  
Worldwide: (303) 296-9287 • North America: (800) 338-2237 • Fax: (303) 298-8894 • Email: [aces@animal-care.com](mailto:aces@animal-care.com)  
Copyright © 2013, Animal Care Equipment and Services

- [Home](#)
- [About Us](#)
- [FAQ's](#)
- [Events](#)
- [Technical Documents](#)
- [Wish List](#)
- [Clearance](#)

SEARCH  All  Go

[View Cart \(0 Items\)](#)

### Catalog

- Animal Handling & Capture
- Microchip Reader
- Taser X3W
- Poles & Graspers
- Accessories
- Carriers
- Kits
- Traps & Baits
- Nets**
- Gloves
- Snake Handling Gear
- Leads
- Animal Attack Deterrents
- Muzzles & Dangerous
- Dog Equipment
- Clearance
- Porta Corral, Ramps
- Stretcher
- Chemical Capture
- Disease Control
- Care & Housing
- Professional Development & Training
- Uniform & Accessories
- Clearance

### Nets

**Total Search Results:** [13]

[Prev](#) | [1](#) | [2](#) | [3](#) | [4](#) | [Next](#)

## SUPER TALON ANIMAL CATCHER



This safe and humane animal catcher is the ideal system for containment of one or more animals. Each net is equipped with a series of steel grapples that lock the net around the animal/s to be captured making it virtually impossible for it to shake off the net or run far. Each kit contains a compressed air launching handle, 4 preloaded and refillable net heads (4" mesh), 20 compressed air cartridges, spare parts and accessories for multiple rapid launches. All packed in a sturdy metal container with impact foam insert. Also available with 2" and 6" mesh nets at an additional cost, please call ACES 1 800 338 2237 for pricing and when requiring mixed sized nets.

[View the video](#)

### OPTIONS

Description	Id	Price	Quantity
Super Talon Animal Catcher	STAC	\$1,686.00	Contact ACES to Order (800) 338-2237

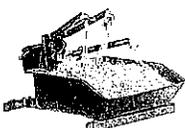
## CODA ALL-PURPOSE NET GUN



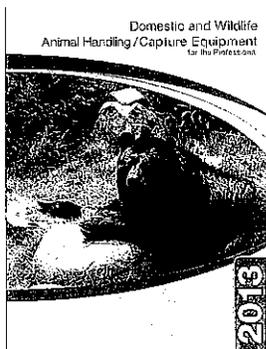
Capture anything from birds to elk with this powerful net gun. Powered by a blank 308 military cartridge (supplied), it swiftly projects a net over your target animal. Ideal where you need to instantly immobilize an animal. May be used alone or in conjunction with chemical capture equipment. Supplied complete with two nets (sized to your requirements), two canisters, padded weights, advanced recoil system, tool kit, instructions, and 100 cartridges. Optional Carry Case recommended. The U.S. federal government classifies the CODA Net Gun as a "tool," not as a firearm.

Call ACES for details. 800-338-ACES(2237)

## CODA NET LAUNCHER



The idea tool for capturing a variety of species that can be enticed into a target area using baits or lures. The Net Launcher throws a net over the target area from a fixed launch site. Useful for capturing flocks of animals or single individuals. Launcher is staked to the ground and aimed toward the target area. When activated by the included remote launcher, the net instantly flies out over the target area and settles over the animal(s), restraining them on-site.



to view our most current & update catalog click here

Subscribe to ACES emails  
 Email:    
 Privacy by  SafeSubscribe®



SSL



## **Village of Biscayne Park Commission Agenda Report**

**Village Commission Meeting Date:** January 7, 2014

**Subject:** Resolution 2014-07

**Prepared By:** Vice Mayor Barbara Watts

**Sponsored By:** Commissioner Watts

---

### **Background**

In September 2013, Recreation Advisory Board member, Moses Shumow, resigned. Walter Pettis, has expressed interest in serving on this board, and for the past couple of months, Mr. Pettis has attended the Recreation Advisory Board meetings and he has indicated his willingness to be appointed to it.

### **Fiscal/Budget Impact**

None.

### **Staff Recommendation**

Approval of Resolution 2014-07

### **Attachments**

Resolution 2014-07

1  
2  
3 **RESOLUTION NO. 2014-07**  
4

5 **A RESOLUTION OF THE VILLAGE**  
6 **COMMISSION OF THE VILLAGE OF**  
7 **BISCAYNE PARK, FLORIDA,**  
8 **RATIFYING THE APPOINTMENT OF**  
9 **WALTER PETTIS TO THE RECREATION**  
10 **ADVISORY BOARD; PROVIDING FOR**  
11 **AN EFFECTIVE DATE**  
12

13  
14 WHEREAS the Village of Biscayne Park has established certain advisory boards, each  
15 consisting of five members, each appointed by a Commissioner, and alternates as deemed  
16 necessary, including the Recreation Advisory Board; and  
17

18 WHEREAS the Recreation Advisory Board's primary duty and responsibility is to  
19 promote recreation, cultural, arts, athletics, community activities and special events, as well as  
20 assist in the development of sponsorship of these activities; and to make recommendations  
21 concerning the operation of the Village parks, playgrounds, undeveloped park lands and  
22 recreational programs to the Commission; and  
23

24 WHEREAS, due to the resignation of a board member, the Recreation Advisory Board  
25 is in need of a replacement to insure quorum is met and meetings take place on a regular basis;  
26 and  
27

28 WHEREAS, resident Walter Pettis, after having attended several meetings of the  
29 Recreation Advisory Board, has expressed an interest and desire to serve on the Board.  
30

31 **NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COMMISSION**  
32 **OF THE VILLAGE OF BISCAYNE PARK, FLORIDA**  
33

34 **Section 1.** The foregoing "WHEREAS" clauses are true and correct and hereby  
35 ratified and confirmed by the Village Commission.  
36

37 **Section 2.** That Walter Pettis be appointed to the Recreation Advisory Board.  
38

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27

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

PASSED AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2014.

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

\_\_\_\_\_  
David Coviello, Mayor

Attest:

\_\_\_\_\_  
Maria C. Camara, Village Clerk

Approved as to form:

\_\_\_\_\_  
Village Attorney

Mayor Coviello: \_\_\_\_\_  
Vice Mayor Watts: \_\_\_\_\_  
Commissioner Anderson: \_\_\_\_\_  
Commissioner Jonas: \_\_\_\_\_  
Commissioner Ross: \_\_\_\_\_



# Village of Biscayne Park

## Commission Agenda Report

**Village Commission Meeting Date:** January 7, 2014

**Subject:** Authorization for Tractor Purchase

**Prepared By:** Candido Sosa-Cruz, Assistant to Village  
Manager/Public Services Director

**Sponsored By:** Staff

---

### Background

The purpose of this memorandum is to provide an explanation and rationale to the proposed purchase of the John Deere 3032E tractor with front end loader. The Public Works Department currently has a John Deere 790 tractor with front end loader that was purchased in 2002 for the sole purpose of removal and/or lifting of heavy items. Heavy items such as large tree limbs, heavy debris/trash or any lifting of heavy items that cannot be physically lifted by employees from any department such as Public Works, Sanitation, Parks and Recreation, and the Police Department. This equipment is essential for any emergency such as a hurricane/storm that affects the Village and any routine trash/yard debris pickup that requires heavy lifting. The John Deere 790 tractor's clutch has malfunctioned and does not allow it to shift gears. We have contacted several mechanics and repair shops but most state that they do not repair John Deere tractors. John Deere equipment requires repairs only by authorized dealers and all parts must be purchased from John Deere.

We obtained three (3) estimates for a new John Deere 3032E tractor with front end loader attached. The John Deere 3032E is the most comparable tractor to the John

**January 7, 2014**

**Commission Agenda Report**

**Purchase of John Deere 3032E tractor**

Deere 790 which we currently have. The lowest estimate was submitted by Burkhard's Trac & Equipment, Inc. This estimate is based on the state contract price and discount and is the lowest price in the state for this equipment.

**Fiscal/Budget Impact**

The Commission approved in the 2013-2014 budget the repair and maintenance of the John Deere 790 tractor, the Public Works Department budgeted \$6,000.00 for repair of the John Deere 790 tractor in the current fiscal budget.

The estimated cost to repair the 2002 John Deere 790 tractor is approximately \$5,870.19 by Burkhard's Tractor & Equipment, Inc.

A lease purchase for a new John Deere 3032E tractor with front end loader is \$17,992.19. A 60 month term financing for this equipment is \$332.20 per month (principal and interest) at a 4.25% interest rate (\$398 annual in interest) with a \$1.00 pay off at the end of the term.

**Staff Recommendation**

Staff recommends approval of the request to purchase a new John Deere 3032E tractor.

**Attachments**

- Resolution 2014-08
- Mears Motor Leasing Finance Sheet
- Three (3) estimates for John Deere 3032E tractor and loader

1  
2  
3 **RESOLUTION NO. 2014-08**  
4

5 A RESOLUTION OF THE VILLAGE  
6 COMMISSION OF THE VILLAGE OF  
7 BISCAYNE PARK, FLORIDA, AUTHORIZING  
8 THE VILLAGE MANAGER TO EXECUTE THE  
9 LEASE AGREEMENT FOR A JOHN DEERE  
10 3032E TRACTOR FOR THE PUBLIC WORKS  
11 DEPARTMENT; PROVIDING FOR AN  
12 EFFECTIVE DATE  
13

14 WHEREAS, Public Works utilizes a tractor with a front end loader for the purpose of  
15 removal and lifting of large tree limbs, heavy debris/trash, or any other heavy items that cannot  
16 be physically lifted by employees; and,  
17

18 WHEREAS, the tractor is an essential piece of equipment utilized by Public Works  
19 during normal operations, as well as for emergencies such as after a storm; and,  
20

21 WHEREAS, the tractor currently used is in need of repair and quotes for service were  
22 requested, as well as the cost to purchase new; and,  
23

24 WHEREAS, the tractor is listed on Florida State Contract which the Village will utilize  
25 to piggy back off of; and,  
26

27 WHEREAS, a lease agreement has been negotiated with Mears Motor Leasing for a  
28 purchase cost of \$17,992.19 at an interest rate of 4.25% for 60 payments at \$332.20 per month;  
29 and,  
30

31 WHEREAS, at the end of the 60 months, the vehicle can be purchased for a final  
32 balloon payment of \$1.00 plus \$150.00 administration fee; and,  
33

34 WHEREAS, the Village Commission finds it to be in the best interests of the residents  
35 of the Village to authorize the Village Manager to execute the purchase agreement of one (1)  
36 John Deere 3032E Tractor for the Public Works Department.  
37

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

41  
42 **Section 1.** The foregoing "Whereas" clauses are hereby ratified and confirmed as  
43 being true and correct and hereby made a specific part of this Resolution upon adoption hereof.  
44

45 **Section 2.** The Mayor and Commission of the Village of Biscayne Park, Florida,  
46 hereby authorize the Village Manager to execute the lease agreement with Bancorp Bank for  
47 one (1) John Deere 3032E Tractor for the Public Works Department.  
48

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

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

PASSED AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2014.

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

\_\_\_\_\_  
David Coviello, Mayor

Attest:

\_\_\_\_\_  
Maria C. Camara, Village Clerk

Approved as to form:

\_\_\_\_\_  
Village Attorney

Mayor Coviello: \_\_\_\_\_  
Vice Mayor Watts: \_\_\_\_\_  
Commissioner Anderson: \_\_\_\_\_  
Commissioner Jonas: \_\_\_\_\_  
Commissioner Ross: \_\_\_\_\_



A Financial Division of  
The Bancorp Bank  
MFMRFR FDIC

December 2, 2013

Candido Sosa-Cruz  
Assistant to Village Manager  
The Village Biscayne Park

Re: Open End Lease – John Deere Tractor w/ Loader from Burkhard Trac & Equipment

Mears Motor Leasing proposes to lease a Open End Lease Agreement as follows:

**John Deere Tractor w/ Loader from Burkhard Trac & Equipment**

**Term 60 Month Finance Lease**

Cap Cost	\$17,992.19
Interest Rate	4.25%
Pay Off at Term	\$1.00
Mileage Allowance	N/A
60 Monthly Payments @	\$332.20
5 Annual Payments	\$3,903.86

**Tag and Title if any will be billed separately**

The finance rate quoted will remain in effect until January 31, 2014 or is locked in for the term of the lease upon receipt of a letter from The Village accepting the proposal. We will be happy to work with your finance department to set up the account.

If I can be of further assistance, please feel free to contact me.

Sincerely,

Accepted By  
Village of Biscayne Park

Joanne Cornier  
Government Leasing Specialist

3905 El Rey Road, Orlando, FL 32808 • Phone 407-253-4450 • Fax 407-291-6375

www.mearsleasing.com  
A FINANCIAL DIVISION OF  
The Bancorp Bank

GSA Contract Holder



Quote Id: 8921648

**ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):**  
 John Deere Company  
 2000 John Deere Run  
 Cary, NC 27513  
 FED ID: 36-2382580;  
 DUNS#: 60-7690989

**ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:**  
 Burkhard's Trac & Equip Inc  
 4180 South University Drive  
 Davie, FL 33328  
 954-475-0310  
 sales@burkhard.com

**Quote Summary**

<p><b>Prepared For:</b>                  VILLAGE OF BISCAYNE PARK                  FL                  Home : 305-8934346</p>	<p><b>Delivering Dealer:</b>                  BURKHARD'S TRAC &amp; EQUIP                  INC                  Steve Landis                  4180 SOUTH UNIVERSITY                  DRIVE                  DAVIE, FL 33328                  Phone: 954-475-0310                  steve@burkhard.com</p>	<p><b>Quote ID:</b> 8921648  <b>Created On:</b> November 21, 2013  <b>Last Modified On:</b> November 26, 2013  <b>Expiration Date:</b> December 19, 2013</p>
---	--	--

Equipment Summary	Selling Price	Qty	=	Extended
JOHN DEERE 305 Loader	\$ 3,380.04	1	=	\$ 3,380.04
<p><b>Contract:</b> Construction_Industrial_AG_L&amp;G_760-000-10-1  <b>Price Effective Date:</b> November 26, 2013</p>				
JOHN DEERE (MY2014) 3032E Compact Utility Tractor(25 PTO hp)	\$ 14,612.15	1	=	\$ 14,612.15
<p><b>Contract:</b> Construction_Industrial_AG_L&amp;G_760-000-10-1  <b>Price Effective Date:</b> November 26, 2013</p>				
<b>Equipment Total</b>				<b>\$ 17,992.19</b>

* Includes Fees and Non-contract Items	<b>Quote Summary</b>
	Equipment Total \$ 17,992.19
	Trade In
	SubTotal \$ 17,992.19
	Total \$ 17,992.19
	Down Payment (0.00)
	Rental Applied (0.00)
	<b>Balance Due \$ 17,992.19</b>

Salesperson : X \_\_\_\_\_

Accepted By : X \_\_\_\_\_



**JOHN DEERE**

# Selling Equipment

Quote Id: 8921648 Customer Name:

**ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):**  
 John Deere Company  
 2000 John Deere Run  
 Cary, NC 27513  
 FED ID: 36-2382580;  
 DUNS#: 60-7690989

**ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:**  
 Burkhard's Trac & Equip Inc  
 4180 South University Drive  
 Davie, FL 33328  
 954-475-0310  
 sales@burkhard.com

## JOHN DEERE 305 Loader

Hours:

Stock Number:

Contract: Construction\_Industrial\_AG\_L&G\_760-000-10-1

Selling Price \*

Price Effective Date: November 26, 2013

\$ 3,380.04

\* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
2561P	305 Loader	1	\$ 4,122.00	18.00	\$ 741.96	\$ 3,380.04	\$ 3,380.04
<b>Standard Options - Per Unit</b>							
1000	Mounting Frame	1	\$ 0.00	18.00	\$ 0.00	\$ 0.00	\$ 0.00
2000	Single Lever Control Valve (2 Function) and Tractor to Valve Oil Line Kit	1	\$ 0.00	18.00	\$ 0.00	\$ 0.00	\$ 0.00
4095	Less Ballast Box	1	\$ 0.00	18.00	\$ 0.00	\$ 0.00	\$ 0.00
5000	Hood Guard	1	\$ 0.00	18.00	\$ 0.00	\$ 0.00	\$ 0.00
8122	61 In. (1550 mm) Materials Bucket	1	\$ 0.00	18.00	\$ 0.00	\$ 0.00	\$ 0.00
<b>Standard Options Total</b>			<b>\$ 0.00</b>		<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>
<b>Suggested Price</b>							<b>\$ 3,380.04</b>
<b>Total Selling Price</b>			<b>\$ 4,122.00</b>		<b>\$ 741.96</b>	<b>\$ 3,380.04</b>	<b>\$ 3,380.04</b>

## JOHN DEERE (MY2014) 3032E Compact Utility Tractor(25 PTO hp)

Equipment Notes:

Hours:

Stock Number:

Selling Price \*

Contract: Construction\_Industrial\_AG\_L&G\_760-000-10-1

\$ 14,612.15

Price Effective Date: November 26, 2013

\* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
1474LV	(MY2014) 3032E Compact Utility Tractor (25 PTO hp)	1	\$ 17,377.00	17.00	\$ 2,954.09	\$ 14,422.91	\$ 14,422.91



**JOHN DEERE**

# Selling Equipment

Quote Id: 8921648 Customer Name:

**ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):**  
 John Deere Company  
 2000 John Deere Run  
 Cary, NC 27513  
 FED ID: 36-2382580;  
 DUNS#: 60-7690989

**ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:**  
 Burkhard's Trac & Equip Inc  
 4180 South University Drive  
 Davie, FL 33328  
 954-475-0310  
 sales@burkhard.com

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
<b>Standard Options Per Unit</b>							
0409	English Operators Manual and Decal Kit	1	\$ 0.00	17.00	\$ 0.00	\$ 0.00	\$ 0.00
3020	Vertical Exhaust	1	\$ -132.00	17.00	\$ -22.44	\$ -109.56	\$ -109.56
5210	15-19.5 4PR Rear R4 Industrial	1	\$ 212.00	17.00	\$ 36.04	\$ 175.96	\$ 175.96
6210	25x8.50-14 4PR Front R4 Industrial	1	\$ 148.00	17.00	\$ 25.16	\$ 122.84	\$ 122.84
<b>Standard Options Total</b>			<b>\$ 228.00</b>		<b>\$ 38.76</b>	<b>\$ 189.24</b>	<b>\$ 189.24</b>
<b>Suggested Price</b>							<b>\$ 14,612.15</b>
<b>Total Selling Price</b>			<b>\$ 17,605.00</b>		<b>\$ 2,992.85</b>	<b>\$ 14,612.15</b>	<b>\$ 14,612.15</b>



Quote Id: 8917418

Customer Name: BISCAYNE PARK MAINTENANCE DEPT

**ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):**

John Deere Company  
2000 John Deere Run  
Cary, NC 27513  
FED ID: 36-2382580;  
DUNS#: 60-7690989

**ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:**

Everglades Farm Equip Co Inc  
2017 N W 16th Street  
Belle Glade, FL 334300910  
561-996-6531  
BELLEGLADE@EVERGLADESFARMEQUIPMENT.COM

**Quote Summary**

**Prepared For:**

BISCAYNE PARK MAINTENANCE DEPT  
893 NE 109TH ST  
BISCAYNE PARK, FL 33161  
Business: 305-893-4346

**Delivering Dealer:**

**EVERGLADES FARM EQUIP CO INC**  
Bryan Riddle  
2017 N W 16TH STREET  
BELLE GLADE, FL 334300910  
Phone: 561-996-6531  
briddle@evergladesfarmequipmen  
t.com

**Quote ID:** 8917418

**Created On:** November 20, 2013

**Last Modified On:** November 20, 2013

**Expiration Date:** December 20, 2013

**Equipment Summary**

**Selling Price**

**Qty**

**Extended**

JOHN DEERE (MY2014) 3032E  
Compact Utility Tractor(25 PTO hp)

\$ 14,903.48 X 1 = \$ 14,903.48

**Contract:** Construction\_Industrial\_AG\_L&G\_760-000-10-1

**Price Effective Date:** May 6, 2013

JOHN DEERE 305 Loader

\$ 3,380.04 X 1 = \$ 3,380.04

**Contract:** Construction\_Industrial\_AG\_L&G\_760-000-10-1

**Price Effective Date:** May 6, 2013

**Equipment Total**

**\$ 18,283.52**

\* Includes Fees and Non-contract items

**Quote Summary**

Equipment Total \$ 18,283.52

Trade In

SubTotal **\$ 18,283.52**

Total \$ 18,283.52

Down Payment (0.00)

Rental Applied (0.00)

**Balance Due \$ 18,283.52**

Salesperson : X \_\_\_\_\_

Accepted By : X \_\_\_\_\_



JOHN DEERE

# Selling Equipment



Quote Id: 8917418

Customer Name: BISCAYNE PARK MAINTENANCE DEPT

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

John Deere Company  
2000 John Deere Run  
Cary, NC 27513  
FED ID: 36-2382580;  
DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Everglades Farm Equip Co Inc  
2017 N W 16th Street  
Belle Glade, FL 334300910  
561-996-6531  
BELLEGLADE@EVERGLADESFARMEQUIPMENT.COM

## JOHN DEERE (MY2014) 3032E Compact Utility Tractor(25 PTO hp)

Hours:

Stock Number:

Contract: Construction\_Industrial\_AG\_L&G\_760-000-10-1

Selling Price \*

Price Effective Date: May 6, 2013

\$ 14,903.48

\* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
1474LV	(MY2014) 3032E Compact Utility Tractor (25 PTO hp)	1	\$ 17,377.00	17.00	\$ 2,954.09	\$ 14,422.91	\$ 14,422.91
<b>Standard Options - Per Unit</b>							
0409	English Operators Manual and Decal Kit	1	\$ 0.00	17.00	\$ 0.00	\$ 0.00	\$ 0.00
3020	Vertical Exhaust	1	\$ -132.00	17.00	\$ -22.44	\$ -109.56	\$ -109.56
5210	15-19.5 4PR Rear R4 Industrial	1	\$ 212.00	17.00	\$ 36.04	\$ 175.96	\$ 175.96
6210	25x8.50-14 4PR Front R4 Industrial	1	\$ 148.00	17.00	\$ 25.16	\$ 122.84	\$ 122.84
9001	Rear Drawbar	1	\$ 151.00	17.00	\$ 25.67	\$ 125.33	\$ 125.33
9500	D160 Loader Factory Installation	1	\$ 200.00	17.00	\$ 34.00	\$ 166.00	\$ 166.00
<b>Standard Options Total</b>			<b>\$ 579.00</b>		<b>\$ 98.43</b>	<b>\$ 480.57</b>	<b>\$ 480.57</b>
<b>Suggested Price</b>						<b>\$ 14,903.48</b>	
<b>Total Selling Price</b>			<b>\$ 17,956.00</b>		<b>\$ 3,052.52</b>	<b>\$ 14,903.48</b>	<b>\$ 14,903.48</b>

## JOHN DEERE 305 Loader

Equipment Notes:

Hours:

Stock Number:

Selling Price \*

Contract: Construction\_Industrial\_AG\_L&G\_760-000-10-1

\$ 3,380.04

Price Effective Date: May 6, 2013

\* Price per item - includes Fees and Non-contract items



JOHN DEERE

# Selling Equipment



Quote Id: 8917418

Customer Name: BISCAYNE PARK MAINTENANCE DEPT

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

John Deere Company  
2000 John Deere Run  
Cary, NC 27513  
FED ID: 36-2382580;  
DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Everglades Farm Equip Co Inc  
2017 N W 16th Street  
Belle Glade, FL 334300910  
561-996-6531  
BELLEGLADE@EVERGLADESFARMEQUIPMENT.COM

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
2561P	305 Loader	1	\$ 4,122.00	18.00	\$ 741.96	\$ 3,380.04	\$ 3,380.04
1000	Mounting Frame	1	\$ 0.00	18.00	\$ 0.00	\$ 0.00	\$ 0.00
2000	Single Lever Control Valve (2 Function) and Tractor to Valve Oil Line Kit	1	\$ 0.00	18.00	\$ 0.00	\$ 0.00	\$ 0.00
4095	Less Ballast Box	1	\$ 0.00	18.00	\$ 0.00	\$ 0.00	\$ 0.00
5000	Hood Guard	1	\$ 0.00	18.00	\$ 0.00	\$ 0.00	\$ 0.00
8122	61 In. (1550 mm) Materials Bucket	1	\$ 0.00	18.00	\$ 0.00	\$ 0.00	\$ 0.00
<b>Standard Options Total</b>			<b>\$ 0.00</b>		<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>
<b>Suggested Price</b>						<b>\$ 3,380.04</b>	
<b>Total Selling Price</b>			<b>\$ 4,122.00</b>		<b>\$ 741.96</b>	<b>\$ 3,380.04</b>	<b>\$ 3,380.04</b>



**ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):**

John Deere Company  
2000 John Deere Run  
Cary, NC 27513  
FED ID: 36-2382580;  
DUNS#: 60-7690989

**Finance Offer : 1**  
**John Deere Financial Quote**

Installment Quote			
Contract Date :	11/20/2013	Selling Price :	\$ 18,283.52
Interest Begin Date :	11/20/2013	Down Payment :	\$ 0.00
First Payment Date:	12/20/2013	Insurance Premium :	\$ 0.00
Interest Rate:	4.30	Fees:	\$ 0.00
Payment Frequency :	Monthly	Program Fees :	\$ 0.00
Number Of Payments :	60	Power Gard :	\$ 0.00
Term (months) :	60	Amt Financed :	\$ 18,283.52
		Payment Amount :	\$ 339.19

Installment Quote summary - Annual*				
Interest Rate :	4.30		Term (months) :	60
Date Range	Payment Amount	Principal	Interest	Balance
11/20/2013	0.00	0.00	0.00	\$ 18,283.52
12/20/2013	339.19	274.57	64.62	\$ 18,008.95
01/20/2014	339.19	273.42	65.77	\$ 17,735.53
02/20/2014	339.19	274.42	64.77	\$ 17,461.11
03/20/2014	339.19	281.59	57.60	\$ 17,179.52
04/20/2014	339.19	276.45	62.74	\$ 16,903.07
05/20/2014	339.19	279.45	59.74	\$ 16,623.62
06/20/2014	339.19	278.48	60.71	\$ 16,345.14
07/20/2014	339.19	281.42	57.77	\$ 16,063.72
08/20/2014	339.19	280.52	58.67	\$ 15,783.20
09/20/2014	339.19	281.55	57.64	\$ 15,501.65
10/20/2014	339.19	284.40	54.79	\$ 15,217.25
11/20/2014	339.19	283.62	55.57	\$ 14,933.63
12/20/2014	339.19	286.41	52.78	\$ 14,647.22
01/20/2015	339.19	285.70	53.49	\$ 14,361.52
02/20/2015	339.19	286.74	52.45	\$ 14,074.78
03/20/2015	339.19	292.76	46.43	\$ 13,782.02
04/20/2015	339.19	288.86	50.33	\$ 13,493.16
05/20/2015	339.19	291.50	47.69	\$ 13,201.66
06/20/2015	339.19	290.98	48.21	\$ 12,910.68



# JOHN DEERE FINANCIAL

**ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):**

John Deere Company  
2000 John Deere Run  
Cary, NC 27513  
FED ID: 36-2382580;  
DUNS#: 60-7690989

07/20/2015	339.19	293.56	45.63	\$ 12,617.12
08/20/2015	339.19	293.11	46.08	\$ 12,324.01
09/20/2015	339.19	294.18	45.01	\$ 12,029.83
10/20/2015	339.19	296.67	42.52	\$ 11,733.16
11/20/2015	339.19	296.34	42.85	\$ 11,436.82
12/20/2015	339.19	298.77	40.42	\$ 11,138.05
01/20/2016	339.19	298.51	40.68	\$ 10,839.54
02/20/2016	339.19	299.60	39.59	\$ 10,539.94
03/20/2016	339.19	303.18	36.01	\$ 10,236.76
04/20/2016	339.19	301.80	37.39	\$ 9,934.96
05/20/2016	339.19	304.08	35.11	\$ 9,630.88
06/20/2016	339.19	304.02	35.17	\$ 9,326.86
07/20/2016	339.19	306.23	32.96	\$ 9,020.63
08/20/2016	339.19	306.25	32.94	\$ 8,714.38
09/20/2016	339.19	307.36	31.83	\$ 8,407.02
10/20/2016	339.19	309.48	29.71	\$ 8,097.54
11/20/2016	339.19	309.62	29.57	\$ 7,787.92
12/20/2016	339.19	311.67	27.52	\$ 7,476.25
01/20/2017	339.19	311.89	27.30	\$ 7,164.36
02/20/2017	339.19	313.03	26.16	\$ 6,851.33
03/20/2017	339.19	316.59	22.60	\$ 6,534.74
04/20/2017	339.19	315.32	23.87	\$ 6,219.42
05/20/2017	339.19	317.21	21.98	\$ 5,902.21
06/20/2017	339.19	317.63	21.56	\$ 5,584.58
07/20/2017	339.19	319.45	19.74	\$ 5,265.13
08/20/2017	339.19	319.96	19.23	\$ 4,945.17
09/20/2017	339.19	321.13	18.06	\$ 4,624.04
10/20/2017	339.19	322.85	16.34	\$ 4,301.19
11/20/2017	339.19	323.48	15.71	\$ 3,977.71
12/20/2017	339.19	325.13	14.06	\$ 3,652.58
01/20/2018	339.19	325.85	13.34	\$ 3,326.73
02/20/2018	339.19	327.04	12.15	\$ 2,999.69
03/20/2018	339.19	329.30	9.89	\$ 2,670.39
04/20/2018	339.19	329.44	9.75	\$ 2,340.95
05/20/2018	339.19	330.92	8.27	\$ 2,010.03
06/20/2018	339.19	331.85	7.34	\$ 1,678.18
07/20/2018	339.19	333.26	5.93	\$ 1,344.92
08/20/2018	339.19	334.28	4.91	\$ 1,010.64
09/20/2018	339.19	335.50	3.69	\$ 675.14
10/20/2018	339.19	336.80	2.39	\$ 338.34



# JOHN DEERE FINANCIAL

---

**ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):**

John Deere Company  
2000 John Deere Run  
Cary, NC 27513  
FED ID: 36-2382580;  
DUNS#: 60-7690989

---

11/20/2018	339.19	338.34	0.85	\$ 0.00
Total	\$ 20,351.40	\$ 18,283.52	\$ 2,067.88	\$ 0.00

\*This schedule is only an estimate.

This quote is valid until the Contract Date shown above.

*Thank you for using John Deere Financial.*



JOHN DEERE



Quote Id: 8941717

Customer: VILLAGE OF BISCAYNE PARK

Quote Summary

Prepared For:  
VILLAGE OF BISCAYNE PARK  
893 NE 109TH ST  
BISCAYNE PARK, FL 33161  
Business: 305-931-4564

Prepared By:  
Frank McKee  
SHOWTURF, LLC  
1365 Neptune Drive  
Boynton Beach, FL 33426  
Phone: 561-732-8905

Quote Id: 8941717  
Created On: November 26, 2013  
Last Modified On: November 27, 2013  
Expiration Date: December 31, 2013

Equipment Summary	Selling Price	Qty	Extended
JOHN DEERE (MY2014) 3032E Compact Utility Tractor(25 PTO hp)	\$ 15,199.70 X	1 =	\$ 15,199.70
<del>JOHN DEERE (MY2014) 3038E Compact Utility Tractor(30 PTO hp)</del>	<del>\$ 16,550.35 X</del>	<del>1 =</del>	<del>\$ 16,550.35</del>
JOHN DEERE 305 Loader	\$ 3,503.70 X	1 =	\$ 3,503.70
<b>Equipment Total</b>			<b>\$ 35,253.75</b>

Quote Summary

Equipment Total	<del>\$ 35,253.75</del>
SubTotal	<del>\$ 35,253.75</del>
Total	<del>\$ 35,253.75</del>
Down Payment	(0.00)
Rental Applied	(0.00)
<b>Balance Due</b>	<b>\$ 35,253.75</b>

\$15,199.70  
 3,503.70  


---

 \$18,703.40 ←

Salesperson : X \_\_\_\_\_

Accepted By : X \_\_\_\_\_



JOHN DEERE

# Selling Equipment



Quote Id: 8941717

Customer: VILLAGE OF BISCAYNE PARK

Hours:

Stock Number:

Code	Description	Qty
2561P	305 Loader	1
<b>Standard Options - Per Unit</b>		
1000	Mounting Frame	1
2000	Single Lever Control Valve (2 Function) and Tractor to Valve Oil Line Kit	1
4095	Less Ballast Box	1
5000	Hood Guard	1
8122	61 in. (1550 mm) Materials Bucket	1



Quote Id: 8941717

Customer: VILLAGE OF BISCAYNE PARK

**JOHN DEERE (MY2014) 3032E Compact Utility Tractor(25 PTO hp)**

Hours:

Stock Number:

Code	Description	Qty
1474LV	(MY2014) 3032E Compact Utility Tractor (25 PTO hp)	1

**Standard Options - Per Unit**

0409	English Operators Manual and Decal Kit	1
3020	Vertical Exhaust	1
5213	41x14.0-20 4PR Rear R3 Turf	1
6213	27x8.50-15 6PR Front R3 Turf	1
9001	Rear Drawbar	1

**JOHN DEERE (MY2014) 3038E Compact Utility Tractor(30 PTO hp)**

Hours:

Stock Number:

Code	Description	Qty
1484LV	(MY2014) 3038E Compact Utility Tractor (30 PTO hp)	1

**Standard Options - Per Unit**

0409	English Operators Manual and Decal Kit	1
3020	Vertical Exhaust	1
5213	41x14.0-20 4PR Rear R3 Turf	1
6213	27x8.50-15 6PR Front R3 Turf	1
9001	Rear Drawbar	1

**JOHN DEERE 305 Loader**



# Village of Biscayne Park Commission Agenda Report

**Village Commission Meeting Date:** January 7, 2014

**Subject:** RFP - Solid Waste Services for the  
Village of Biscayne Park

**Prepared By:** Candido Sosa-Cruz, Assistant to Village  
Manager/Public Services Director

**Sponsored By:** Staff

---

## Background

The purpose of this memorandum is to provide an explanation and rationale to the proposed Request For Proposal (RFP) for solid waste collection services. Currently, the Village of Biscayne Park provides a municipal based solid waste collection service, and a contractor provided curbside recycling program. The Village services 1,298 residents detailed as follows:

- 850 single family residences
- 211 duplexes (422 residences)
- 3 tri-plexes (9 residences)
- 1 five-plex (5 residences)

These 1,298 residences are provided the following services:

- Twice a week pick up of garbage (residents are not required to place their containers out on the curb for pick up)

**January 7, 2014**

**Commission Agenda Report**

**Solid Waste Collection Services RFP**

- Once a week pick up of trash and yard waste (vegetative waste). Residents place either their container or pile out on the curb for pick up.
- Once a week pick up of recyclable materials. Residents place their contractor provided bin(s) on the curb for pick up.

Per Village Ordinance, each residential unit shall have a sufficient number of garbage cans or approved containers, not to exceed forty (40) gallons in capacity, to accommodate all garbage, leaves, and grass cuttings.

The current schedule for twice a week pick up of garbage is:

- One half of the Village is picked up on Mondays and Thursdays
- One half of the Village is picked up on Tuesdays and Fridays

The current schedule for once a week trash and yard waste service is based on five zones, with services provided for a zone on each day of the week.

The current schedule for once a week pick up of recyclable materials is Wednesdays for the entire Village.

Per Village Ordinance, non-residential use sites and multi-family assessed properties with six (6) or more units on a site are required to contact with a Miami-Dade County approved contractor. Within the Village, there are:

- One (1) non-residential use site
- Two (2) twelve-unit buildings

The Village's current solid waste management fee assessment is \$572.00 per residential unit. At this rate, our Sanitation Division cannot afford to replace any of their sanitation trucks. The current sanitation fleet is comprised of three (3) sanitation trucks from 2001, 2003, and 2007. Due to the age of our sanitation trucks, increase in repair and maintenance costs will only continue to increase yearly. This fiscal year, the repair and maintenance line item in the sanitation budget is expected to surpass

**January 7, 2014**

**Commission Agenda Report**

**Solid Waste Collection Services RFP**

the amount budgeted. Such increases are not unexpected as aging trucks require more maintenance and will have operational challenges the longer it ages. Some of our older sanitation trucks in the fleet have outlived their useful life expectancy.

**Fiscal/Budget Impact**

Staff has performed a cursory budget projection for the two options listed below.

The risks associated with continuing operation of outdated sanitation trucks will have a major impact on the costs of operations of sanitation services provided by the Village of Biscayne Park and the overall safety of the operation of the sanitation fleet. We believe only two viable options exist to deal with these issues:

**Option #1:** Given our analysis may have some variability as we cannot specifically predict the costs of fuel or major equipment repairs. However, the greatest impact to the solid waste sanitation fee is equipment replacement. To cover the financing costs for the purchase of two (2) sanitation trucks the solid waste sanitation fee will increase. The new solid waste sanitation fee would need to be significantly increased to accommodate the operations of the department and expected rise in healthcare costs to the Village. At this increased rate, the benefits to the Village would be as follows:

- Two (2) new 2014 sanitation trucks
- Lower repair and maintenance costs
- No fluids/garbage leaking from the trucks
- Same level of service as before

**Option #2:** Outsourcing the solid waste collection services. By outsourcing these services, the collection of garbage and trash could be done more efficiently by possible privatization of all sanitation services within the Village; as is currently done with recycle trash. Many communities have found that outsourcing has a number of benefits:

**January 7, 2014**

**Commission Agenda Report**

**Solid Waste Collection Services RFP**

- Create a contract that mirrors the level of service currently provided
- The need to take on long term debt for the continued purchase of equipment is eliminated
- The potential budget impact from unexpected major failure of equipment is eliminated
- Yearly costs can be fixed and fees set and variables that could cause unexpected increases in operational costs can be eliminated
- Village can create a road repair and drainage impact fund with the excess fees

In proposing to outsource the solid waste collection services, staff has conducted research and cost comparison of neighboring municipalities. Initial budget projections have demonstrated that the solid waste sanitation fee can remain the same while creating a revenue stream to the Village for the repair of the Village roads and to immediately start with a Storm Drainage and Road Master Plans.

**Staff Recommendation**

Staff recommends that the Village Commission authorizes the RFP to allow for a cost and service analysis between the two options listed above.

**Attachments**

- Solid Waste Collection Services RFP



## **RFP NO: 2014-01**

January 13, 2014

The Village of Biscayne Park, Florida, hereinafter referred to as VILLAGE, will receive sealed Proposals at the office of the Village Clerk, 640 NE 114<sup>th</sup> Street, Biscayne Park, Florida 33161, for furnishing the services described below:

### **SOLID WASTE COLLECTION SERVICES (EXCLUSIVE VILLAGEWIDE FRANCHISE)**

Sealed Proposals must be received and time stamped in by the Village Clerk, either by mail or hand delivery, no later than 5:00 p.m. local time on Thursday, February 13, 2014. A public opening will take place at 10:00am at the Ed Burke Recreation Center, 11400 NE 9<sup>th</sup> Court, Biscayne Park, Florida 33161 on Friday, February 14, 2014. Any Proposals received after 5:00 p.m. local time on said date will not be accepted under any circumstances. Any uncertainty regarding the time a Proposal is received will be resolved against the Contractor.

Proposals are subject to the attached Standard Terms and Conditions contained in the Instructions to Contractors.

VILLAGE reserves the right to reject any or all Proposals, to waive any informalities or irregularities in any Proposals received, to re-advertise for Proposals, to award in whole or in part to one or more Contractor's, or take any other such actions that may be deemed to be in the best interests of the VILLAGE.

Heidi Shafran, Village Manager

## **I. MANDATORY PRE-PROPOSAL CONFERENCE**

A Mandatory Pre-Proposal Conference will be held on Tuesday, January 28, 2014, at 10:00 a.m. at the Ed Burke Recreation Center, 11400 NE 9<sup>th</sup> Court, Biscayne Park, Florida 33161. The purpose of the Pre-Proposal Conference is to discuss the contents of this Request for Proposals and Contractor's inquiries.

## **II. SCOPE OF SERVICES**

The scope of services and other relevant information is described in detail in Attachment "A". The VILLAGE is seeking an Exclusive Franchise Agreement between the Village of Biscayne Park, FL and Contractor for Collection of Solid Waste and Recyclable Materials.

## **III. PROPOSAL SUBMISSION ELEMENTS**

### **1. Firm Qualifications**

This Section of the Proposal should give a description of the Contractor's firm, including the size, range of activities, etc. Particular emphasis should be given as to how the Contractor's firm-wide experience and expertise in the area of solid waste collection services will be brought to bear on the proposed work for the VILLAGE.

Qualified Contractors shall be established providers of the services requested by the VILLAGE with adequate equipment and personnel to provide the services. Contractors must currently have a minimum of five (5) years of continuous experience with similar projects servicing a minimum of three (3) Florida communities. For the purposes of this RFP, a "similar project" means a project where the Contractor entered into an exclusive franchise agreement or a similar exclusive contractual arrangement and collected Garbage, Yard Trash, and Recyclable Materials at Curbside. The Contractor must hold a current Miami-Dade County license or permit to collect solid waste. If the Contractor cannot satisfy these requirements for similar projects, the VILLAGE may reject the proposal, based on the grounds that the Contractor is not qualified.

Provide a list and description of all similar contracts for this service within the past 5 years. For each similar project, the Contractor shall state whether the Contractor provided manual collection service or automated collection service. For similar projects involving automated collection service, the Contractor shall identify the approximate number of Garbage Carts and Recycling Carts that were distributed by the Contractor. For each engagement listed, include the name and telephone number of a representative for whom the engagement was undertaken who can verify satisfactory performance.

Provide a list of all solid waste collection contracts of the Contractor that were not renewed within the State of Florida during the last ten (10) years (i.e., on or after January 1, 2003). For each such contract, provide the name of the governmental entity, the name and telephone number of a governmental employee who is familiar with the governmental entity's decision to not

renew, and a statement of the reasons why the contract was not renewed (e.g., the contract was subject to bidding and we were not the low bidder).

Each Contractor must demonstrate its competencies in the areas of customer service, quality control, fleet maintenance and replacement, and customer billing and related financial administration. Village of Biscayne Park personnel may inspect facilities, contact the Contractor's customers, and take other steps to determine whether the Contractor actually has adequate equipment, repair facilities and personnel to satisfy the requirements of this Request for Proposals. The Village of Biscayne Park shall be the sole judge in determining the Contractor's qualifications.

## 2. Management Staff and Operations Plan

The Contractor's approach to the management of the Village's project must be detailed in this element of the Proposal. A reporting structure shall be provided, along with the special responsibilities of each delineated position. In addition, the Contractor must provide its proposed staffing plan.

This element must identify the Contractor's primary contact person for the VILLAGE' work, plus the supervisory personnel who will work on the project. Resumes of all management personnel should be provided with emphasis being given to their experience with similar work. If resumes are not available at the time the proposal is submitted, the Contractor should provide a listing of the qualifications (e.g., education, experience, training, etc.) that will be required of the individual in that position.

Each Contractor shall submit a general plan describing how the Contractor will initiate its work in compliance with the schedule contained in Attachment "A".

Each Contractor shall submit a general operations plan that describes how the Contractor will comply with the requirements in Attachment "A". The operations plan shall include a general description of the proposed equipment, level of staffing, and method of operation that will be used.

Contractor is to address whether they will be able to hire Village employees and address the possibility of purchasing Village equipment, not limited to trucks.

## 3. Standards for Quality Performance

This element of the proposal must describe the Contractor's plans and methodology for meeting the customer service and performance requirements set forth in Attachment "A". In this element, the Contractor should describe the methods and practices will be used to meet the VILLAGE's standards, including any general initiatives that are used by the Contractor to improve quality on a daily basis and any examples of the positive results achieved by the Contractor.

## 4. Specifications for Carts

Each Contractor must specify the carts it proposes to use consistent with the Solid Waste Collection options outlined in Attachment "A".

5. Litigation and Enforcement Proceedings

Each Contractor shall identify and describe all lawsuits (if any) between the Contractor and a governmental entity within the last five (5) years (i.e., on or after January 1, 2008) concerning a solid waste collection contract between the Contractor and the governmental entity. Identify the court where the lawsuit was filed, provide the case number, and describe the status of the case.

Provide a list of all contracts or franchises with governmental entities for waste collection services where, during the past five (5) years, the Contractor paid fines, administrative charges, liquidated damages, or similar fees that exceeded a total of Ten Thousand Dollars (\$10,000). For each contract, provide a contact name and telephone number, and a brief description of the events or issues that resulted in these payments.

The Contractor shall provide a list of all cases within the last five (5) years involving allegations or determinations by the United States Environmental Protection Agency, the Florida Department of Environmental Protection or other federal, state or local environmental agencies that the Contractor's solid waste collection activities resulted in a violation of any applicable law. The Contractor shall summarize the relevant allegations and describe the outcome or projected outcome of the case.

The Contractor must identify and provide a summary of all criminal convictions and indictments of the Contractor and its officers, managers, directors, majority shareholders, and key personnel from January 1, 2003 to the present.

6. Costs for the Contractor's Services

Each Contractor shall complete and submit a Proposal Form that addresses the costs for all for Solid Waste Collection Services, which includes the cost forms (Sample Bid Form attached). Each Contractor shall provide its firm, fixed cost proposal for providing all of the services, materials, etc., required pursuant to this RFP and the Agreement. This proposal form shall be signed by an authorized company representative, dated and returned with the proposal. The costs shall reference which/each option is being proposed. The costs shall also address supplemental and oversized collection pickups.

**IV. PROPOSAL COPIES**

Submission of one (1) original (please mark original), six (6) copies and one (1) electronic copy (CD or flash/thumb drive) of the proposal should be made to the Village of Biscayne Park, Florida 640 NE 114<sup>th</sup> Street, Biscayne Park, Florida 33161, to the attention of Ms. Maria Camara, Village Clerk.

## **V. GENERAL CONDITIONS AND INSTRUCTIONS TO CONTRACTORS**

### 1. Proposal Submission

The original and six (6) copies of the proposal shall be submitted in a sealed envelope on which shall be shown the name of the contractor, proposal opening date, and name and proposal number. By submitting a proposal, the contractor declares that he/she understands and agrees that these proposals, specifications, provisions, terms and conditions of same, shall become a valid contract between the Village of Biscayne Park and the undersigned upon Notice of Award of contract in writing and/or issuance of an Agreement by the Village of Biscayne Park.

### 2. Proposal Content

#### 1. **Price Proposal:**

- a. **Collection Services:** Includes the contractor's price to provide scheduled collection services based on multiple pre-defined collection services (refer to Scope of Service section), and/or an alternate scheduled collection service based on their experience and best practices; with delivery to a designated disposal facility. (Sample Bid Form provided for pricing consistency between proposals.)
- b. **Bulk Trash:** Includes the contractor's price to provide bulk trash collection and unscheduled (pick-ups requested by the Village or resident) collection of illegal waste, (price is negotiable on a case-by-case basis) as required in this RFP, and delivery to a designated facility. (Sample Bid Form provided for pricing consistency between proposals.)

#### 2. **Customer Service and Operations Plan:**

- a. The contractor shall provide a comprehensive description of its approach to phasing in the new contract. The contractor shall explain how they will meet each of the minimum requirements for transitioning as defined in the specifications. Contractors shall also describe how it will ensure a smooth transition to the implementation of a new Solid Waste Collection and Disposal Service so that the inconvenience to the customer is minimized, including proposed rates for extra and replacement roll-out cans.
- b. **Quality Control Plan:** The contractor shall provide a comprehensive description of its proposed quality control program. The description shall include as a minimum, the quality control organization and authority, the contractor's overview of the tasks to be inspected, reports and methods of inspections. Describe in detail how you will monitor the Quality Assurance assessment.

- c. **Customer Service/Complaint Plan:** The contractor shall provide a comprehensive description of its customer service and complaint plan. Describe your customer service office operations and how it will be staffed. Describe what actions will be taken to prevent complaints and increase the quality of customer service.
- d. **Community Involvement Efforts:** Describe to what extent you participated in at least three (3) specific communities, if available, with a customer base the size of the Village of Biscayne Park, or larger. Describe in detail what your company is providing without cost to assist communities in which you currently work with quality of service such as:
- Educational and informative workshops / literature on recycling and composting
  - Pet waste control
  - Community and Resident Crime Watch coordination with local police
  - Neighborhood relations
- e. **Operations Plan:** The contractor shall provide as a minimum a comprehensive description of its operations, logistics management plan, and the proposed organizational structure. Include as a minimum a description of the operational and maintenance facilities in proximity of the service areas and a proposed organizational chart for the service areas. The operation plan must include a response strategy for the emergency bulk trash/waste pick-up and disposal outside the regular scope of services and if requested by the Village.
- f. **Equipment and Plan:** The contractor shall provide a comprehensive description of its existing equipment for this RFP. Include as a minimum a description of existing equipment in your fleet that has the capability to collect solid waste, yard and wood waste, and special service pick-ups, a brief description of any new technological equipment that may be used to reduce collection costs to the Village of Biscayne Park residents.

### **3. Experience and References**

Contractor must submit evidence of a minimum of five (5) years satisfactory experience in South Florida, with at least three (3) municipal residential and commercial accounts. The municipal accounts should be as large or larger than Biscayne Park. At a minimum, contractor must include the following information in order to comply with this section:

- Name and address
- Contact name and title, phone number and e-mail address

- Number of single-family units serviced under the exclusive contract
- Number of years contractor has serviced the contract

#### **4. Financial Stability and Resources**

Contractor must submit proof of financial stability and resources such that contractor clearly demonstrates that it has sufficient equipment, capital, labor, and other resources necessary to perform the scope of work without delay from the inception of the contract and throughout the entire term and subsequent potential renewal terms.

### **VI. ADDENDA, ADDITIONAL INFORMATION**

At the pre-proposal conference, any Person may request the VILLAGE to make changes to the RFP and the Agreement. The VILLAGE's representatives will attempt to provide an informal (non-binding) response to any requests that are presented to the VILLAGE during the pre-proposal conference. If any person wishes to receive the County's formal (binding) response to a request for a change to the RFP or Agreement, they must submit their request to the Village Clerk in writing on or before January 27, 2014, at 2:00 p.m. (E.S.T.). Any requests received after that date and time may be rejected.

The VILLAGE, in its sole discretion, shall determine whether to grant or deny a request for a change to the RFP or the Agreement. If the VILLAGE decides to revise the RFP or Agreement, the County shall issue a written addendum to the RFP before the deadline for submitting proposals.

Any addenda, and the VILLAGE's written answers to written questions from Contractors, shall become part of this Request for Proposals.

No negotiations, decisions or actions shall be initiated or executed by the Contractor as a result of any discussions with any VILLAGE employee. Only those communications which are in writing from the Village Clerk may be considered as a duly authorized communication from the VILLAGE. Similarly, only communications from Contractors that are signed and in writing will be recognized by the VILLAGE as duly authorized expressions on behalf of a Contractor.

### **VII. INSURANCE**

PLEASE HAVE YOUR INSURANCE REPRESENTATIVE CAREFULLY REVIEW THE INSURANCE COVERAGES AND CONDITIONS DESCRIBED IN BELOW PRIOR TO SUBMITTING YOUR PROPOSAL TO ENSURE COMPLIANCE WITH THE INSURANCE REQUIREMENTS.

Each proposal must include a letter or other appropriate documentation from a qualified insurance company, confirming that the company will provide the insurance required pursuant to the following:

1. CONTRACTOR’S INSURANCE

The Contractor shall provide and maintain, on a primary basis and at its sole expense, at all times after the Effective Date until this Agreement expires or is terminated, policies of insurance that insure the Contractor against any and all claims, demands, or causes of action for injuries received or damages to people or property relating to the Contractor’s acts and omissions. At a minimum, the Contractor shall maintain at all times the following insurance coverage, with the limits and endorsements described herein. The requirements contained herein, as well as the VILLAGE’s review or acceptance of insurance maintained by the Contractor, is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor.

2. COMMERCIAL GENERAL LIABILITY

Contractor shall maintain Commercial General Liability with the following minimum limits and coverage:

Each Occurrence/General Aggregate	\$1,000,000/\$2,000,000
Products – Completed Operations	\$2,000,000
Personal and Adv. Injury	\$1,000,000
Fire Damage	\$ 50,000
Medical Expense	\$ 5,000
Contractual Liability	Included

The General Liability insurance form shall be no more restrictive than the latest edition of the Occurrence Form Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent, without restrictive endorsements. Coverage shall not contain any endorsement(s) excluding nor limiting Products/Completed Operations, Contractual Liability or Cross Liability. The coverage shall include: (1) Bodily Injury and Property Damage; (2) Premises and Operations; (3) Independent Contractors; (4) Products and Completed Operations; (5) Broad Form or equivalent Contractual Coverage applicable to the scope of services and specifically confirming the indemnification and hold harmless provisions herein; (6) Broad Form or equivalent Property Damage Coverage; and (7) Personal Injury Coverage with employment and contractual exclusions removed and deleted.

3. BUSINESS AUTOMOBILE LIABILITY

Contractor shall maintain Business Automobile Liability at a limit of liability not less than \$1,000,000 Combined Single Limit / Each Accident. Coverage shall include liability for Owned, Non-Owned & Hired automobiles.

Contractor shall maintain Pollution Liability at a minimum limit not less than \$1,000,000 Each Occurrence / \$2,000,000 Aggregate including all sudden and non-sudden events.

4. EXCESS LIABILITY

Contractor shall maintain Excess Liability at a limit of liability not less than \$5,000,000 Each Occurrence / \$5,000,000 Aggregate. Contractor shall include each required policy herein as an underlying policy on the Excess Liability. Contractor shall endorse the VILLAGE as an "Additional Insured" on the Umbrella or Excess Liability, unless the Certificate of Insurance states the Excess Liability provides coverage on a "True Following-Form" basis. This liability may be satisfied by Umbrella Liability form, and the limit may be satisfied by multiple layers of coverage.

#### 5. WORKER'S COMPENSATION INSURANCE & EMPLOYER'S LIABILITY

Contractor shall maintain Worker's Compensation Insurance & Employers Liability in accordance with Chapter 440, Florida Statutes. Contractor shall maintain Employers' Liability Limits not less than \$1,000,000 Each Accident, \$1,000,000 Disease Each Employee, and \$1,000,000 Disease Policy Limit.

#### 6. ADDITIONAL INSURED ENDORSEMENTS

Contractor shall endorse its insurance with the VILLAGE as an Additional Insured as follows: (1) for the Commercial General Liability, the Contractor shall endorse the VILLAGE with either a CG 2026 Additional Insured – Designated Person or Organization endorsement or CG 2010 Additional Insured – Owners, Lessees, or Contractors – Scheduled Person or Organization endorsement, or similar endorsement; (2) for the Business Automobile Liability, the Contractor shall endorse the VILLAGE with a CA 2048 – Designated Insured, or similar endorsement; (3) for the Pollution Liability, the Contractor shall endorse the VILLAGE with the standard Additional Insured endorsement filed by the insurer for use in the State of Florida; and (4) for the Excess Liability, the Contractor shall endorse the VILLAGE as an "Additional Insured" on the Umbrella or Excess Liability, unless the policy provides coverage to the underlying policies on a "True Following-Form" basis. The Additional Insured shall read "VILLAGE, a political subdivision of the State of Florida, and the Commission of VILLAGE Commissioners," for all endorsements. These endorsements shall specifically state that the coverage afforded by the endorsement shall be provided on a primary and non-contributory endorsement. This primary and non-contributory language can be included in the additional insured endorsement, can be provided in a separate stand-alone endorsement, or this language can be included in the actual liability coverage form for the line of insurance coverage that is being evidenced to the VILLAGE. A copy of any endorsement issued to extend coverage to the VILLAGE must be provided when evidencing insurance to the VILLAGE.

#### 7. WAIVER OF SUBROGATION

Contractor agrees to a Waiver of Subrogation for each policy required herein. When required by the insurer, or should a policy condition not permit Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then Contractor agrees to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy that

includes a condition specifically prohibiting such an endorsement, or voids coverage should Contractor enter into such an agreement on a pre-loss basis. A copy of any endorsement issued to extend coverage to the VILLAGE must be provided when evidencing insurance to the VILLAGE.

#### 8. CERTIFICATE(S) OF INSURANCE

At least ten (10) Days prior to the Commencement Date, Contractor shall provide VILLAGE a Certificate of Insurance evidencing that all coverages, limits, deductibles, self-insured retentions and endorsements required herein are maintained and in full force and effect. Said Certificate of Insurance shall provide for a minimum of thirty (30) days prior written notice to the VILLAGE of any cancellation, material change in coverage, or non-renewal of coverage. The Contractor shall ensure that such notice is provided to the VILLAGE. The Certificate of Insurance shall identify the VILLAGE's RFP No. 13-06 in the Description of Operations section of the Certificate. The Certificate Holder shall be identified as:

Village of Biscayne Park  
Village Manager  
640 NE 114<sup>th</sup> Street  
Biscayne Park, Florida 33161

The Certificates of Insurance shall evidence a waiver of subrogation in favor of the VILLAGE, that coverage shall be primary and noncontributory, and that each policy includes a Cross Liability or Severability of Interests provision, with no requirement for premium payments by the VILLAGE. The Certificate of Insurance shall be provided to the VILLAGE Manager, at the address provided above.

#### 9. DEDUCTIBLES, SELF-INSURED RETENTIONS, AND SUPPLEMENTAL COVERAGE

Contractor shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, coinsurance penalty, or self-insured retention. When a self-insured retention or deductible exceeds Two Hundred Fifty Thousand Dollars (\$250,000) for any of the foregoing required policies, the VILLAGE reserves the right, but not the obligation, to review and request a copy of the Contractor's most recent annual report or audited financial statements to determine the reasonability of the retention levels, based on the financial capacity of Contractor. All self-insured retentions shall appear on the Certificate of Insurance and shall be subject to the VILLAGE's approval. At the VILLAGE's option, the Contractor may be required to reduce or eliminate the self-insured retentions, or the Contractor shall be required to procure a bond guaranteeing payment of losses and related claims expenses.

The VILLAGE shall be exempt from, and in no way liable for, any sums of money that may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible or self-insured retention shall be the sole responsibility of the Contractor and any subcontractor providing the insurance.

For policies written on a “Claims-Made” basis, Contractor shall maintain a Retroactive Date prior to or equal to the Effective Date of this Agreement. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggers the right to purchase a Supplemental Extended Reporting Period (SERP) coverage during the term of this Agreement, Contractor agrees to purchase a SERP with a minimum reporting period not less than two (2) years. The requirement to purchase a SERP shall not relieve Contractor of the obligation to provide replacement coverage.

#### 10. RIGHT TO REVISE OR REJECT

The VILLAGE reserves the right, but not the obligation, to reject any insurance policies that fail to meet the criteria stated herein. Additionally, the VILLAGE reserves the right, but not the obligation, to review or reject any insurer providing coverage due to its poor financial condition or failure to operate in compliance with Applicable Laws. Neither the VILLAGE’s approval of any insurance provided by the Contractor or a subcontractor, nor the VILLAGE’s failure to disapprove such insurance, shall relieve the Contractor or a subcontractor of any part or all of its responsibility for any liability, damages, or accidents, as set forth herein.

#### 11. MINIMUM REQUIREMENTS FOR INSURANCE COMPANIES

All of the insurance provided by the Contractor pursuant to this Agreement shall be issued by an insurance company or companies authorized and licensed to do business in the State of Florida with a minimum rating of B+ to A+ in accordance with the latest edition of A.M. Best’s Insurance Guide. Additionally, the Financial Category Size must be VI or greater.

#### 12. OTHER INSURANCE REQUIREMENTS

At its option, the VILLAGE may allow the Contractor to be self-insured for one or more lines of coverage. In such circumstances, the Contractor shall be required to demonstrate to the satisfaction of the VILLAGE that the Contractor has adequate financial resources to defend and cover all claims in the amounts and categories required by the VILLAGE.

The Contractor shall immediately advise the VILLAGE of actual or potential litigation that will reduce the coverage provided to the VILLAGE.

An insurer shall have no right of recovery against the VILLAGE. The required insurance policies shall protect the Contractor and the VILLAGE, and they shall be the primary coverage for any losses covered by the policies. The Contractor shall confirm that any company issuing insurance pursuant to this Agreement agrees it has no recourse against the VILLAGE for payment of premiums or assessments in any form for such insurance.

The Contractor shall be responsible for all of its subcontractors (if any) and their insurance. Each subcontractor shall provide certificates of insurance to the Contractor that demonstrates coverage and terms in compliance with the requirements applicable to the Contractor.

Neither approval by the VILLAGE of any insurance supplied by the Contractor or a subcontractor, nor a failure to disapprove such insurance, shall relieve the Contractor or any subcontractor of their responsibility for liability, damages, and accidents as set forth herein.

Each Occurrence/General Aggregate	\$1,000,000/\$2,000,000
Products – Completed Operations	\$2,000,000
Personal and Adv. Injury	\$1,000,000
Fire Damage	\$ 50,000
Medical Expense	\$ 5,000
Contractual Liability	Included

The General Liability insurance form shall be no more restrictive than the latest edition of the Occurrence Form Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent, without restrictive endorsements. Coverage shall not contain any endorsement(s) excluding nor limiting Products/Completed Operations, Contractual Liability or Cross Liability. The coverage shall include: (1) Bodily Injury and Property Damage; (2) Premises and Operations; (3) Independent Contractors; (4) Products and Completed Operations; (5) Broad Form or equivalent Contractual Coverage applicable to the Agreement and specifically confirming the indemnification and hold harmless provisions in the Agreement; (6) Broad Form or equivalent Property Damage Coverage; and (7) Personal Injury Coverage with employment and contractual exclusions removed and deleted.

13. BUSINESS AUTOMOBILE LIABILITY

Contractor shall maintain Business Automobile Liability at a limit of liability not less than \$1,000,000 Combined Single Limit / Each Accident. Coverage shall include liability for Owned, Non-Owned & Hired automobiles.

14. POLLUTION LIABILITY

Contractor shall maintain Pollution Liability at a minimum limit not less than \$1,000,000 Each Occurrence / \$2,000,000 Aggregate including all sudden and non-sudden events.

**VIII. EVALUATION OF PROPOSALS**

Evaluation Method and Criteria

Proposals will be evaluated in accordance with weighted criteria listed below:

	<b><u>WEIGHTS</u></b>
Cost Proposal	40%
Firm Qualifications, Capabilities, Financial Condition & References	40%
Quality Initiatives, Practices & Processes	<u>20%</u>
TOTAL	100

These weighted criteria are provided to assist the contractors in the allocation of their time and efforts during the submission process. The criteria also guide the Evaluation Committee during the short-listing and final ranking of contractors by establishing a general frame work for those deliberations. Each Evaluation Committee Member will rank contractors in order of preference for both the short list voting process and the final ranking of short listed contractors. (Example: If five (5) proposals are received, each Evaluation Committee Voting Member will submit a voting form with a number of one (1) through five (5) next to each contractor's name in order to establish a short list of contractors.).

Short listed contractors will be selected for an interview with the Evaluation Committee. A final ranking of short listed contractors will then be performed by the voting members of the Evaluation Committee using the same process as described above. The Evaluation Committee will present its recommendation to the Village Commission for approval and award of the contract.

As the best interests of the VILLAGE may require, the VILLAGE reserves its right to reject any and all proposals or waive any minor irregularity or technicality in the proposals received.

### **IX. SCHEDULE OF EVENTS**

The schedule of events, relative to the procurement shall be as follows:

<b>Event</b>	<b>Date</b>	<b>Time</b>
Issuance of Request for Proposal (RFP) No. 2014-01	Monday, January 13, 2014	
Mandatory Pre-Proposal Conference	Wednesday, January 22, 2014	10:00am
Deadline to submit questions to the Village	Monday, January 27, 2014	5:00pm
Deadline for Village to respond to questions	Friday, January 31, 2014	5:00pm
Deadline to submit proposals for RFP 2014-01	Thursday, February 13, 2014	5:00pm
Opening of proposals	Friday, February 14, 2014	10:00am
Proposal evaluations	Thursday, February 20, 2014	2:00pm
Resident Workshop #1	Saturday, March 1, 2014	10:00am
Resident Workshop #2	Thursday, March 6, 2014	6:30pm
Resolution authorizing the Village Manager to execute the contract with the awarded contractor to Village Commission for approval	Tuesday, April 1, 2014	7:00pm
Information to residents	April-May 2014	
Set the annual waste fee assessment via Resolution	Tuesday, May 6, 2014	7:00pm
Commence service with awarded contractor	Monday, June 2, 2014	

The VILLAGE reserves its right to modify or delay the scheduled dates.

### **X. SUMMARY OF DOCUMENTS TO BE SUBMITTED WITH PROPOSALS**

Samples of the following documents are attached and each document shall be executed by the

Contractor and included with the proposal:

- (a) Certified Resolution
- (b) Qualifications Statement
- (c) Non-Collusive Affidavit
- (d) Contractor's Foreign (Non-Florida) Corporate Statement, if applicable
- (e) Proposal Security (Proposal Bond)
- (f) SAMPLE Bid Form

Attachment “A”: Scope of Services

**SCOPE OF SERVICES TO BE PERFORMED BY CONTRACTOR**

The Village of Biscayne Park is looking for price proposals for each of the following options for solid waste collection services within the Village boundaries<sup>1</sup>:

**Solid Waste Collection Option No. 1:**

This option looks to provide the same service that Village residents currently receive (see attachment “1”), but reducing the number of days that a contractor will perform the work to only three (3) days during the week.

- Twice a week pick up of garbage on Mondays and Thursdays for all Residences, Multiple Unit Residences, Non-Residential Use Sites, and Municipal owned buildings. Residences will provide their own container(s), not to exceed forty (40) gallons in <sup>1</sup>capacity and will not be required to place their containers out on the curb for pick up. Multiple Unit Residences and Non-Residential Use Sites are to be provided a <define the size> dumpster by the contractor.
- Once a week pick up of trash and yard waste (vegetative waste) on Wednesdays. Residents place either their container(s), not to exceed forty (40) gallons, or a pile, not to exceed 2 cubic yards (3ft x 3ft x 6ft), out on the curb for pick up.
- Once a week pick up of recyclable materials on Wednesdays. Residents place their contractor provided container out on the curb for pick up. Contractor to specify size of container to be provided, and clearly define the items allowed and not allowed.
- Upon completing each collection, contractor shall properly replace all containers and dumpsters and leave the premises so serviced in a litter-free and sanitary condition.

Contractor responsibilities: The contractor shall provide at his own expense, all labor, supervision, machinery, vehicles and equipment, and any other tools, equipment, accessories and things necessary to maintain the standard of collections and disposal set forth herein.

**Solid Waste Collection Option No. 2:**

This option looks to provide solid waste services utilizing an automated service, i.e. one-arm bandit apparatus or the equivalent thereof. Under this option, the contractor will deliver one (1) ninety-six (96) gallon Roll-Out Container for pick up to each single family residence (1,298). The specific brand of Roll-Out Container will be left to the discretion of the contractor; however the Village is requiring that the container be green in color, approved by the Village, and has the

---

<sup>1</sup> Note: Contractor can provide cost proposal for one or more of the options listed.

Village's name or logo printed on the container. The contractor will be responsible for the initial purchase, inventory and distribution of Roll-Out Containers for all residences serviced under this contract, as well as additional units required due to the construction or additional single family dwellings in the Village.

- Twice a week pick up of garbage on Mondays and Thursdays for all Residences, Multiple Unit Residences, Non-Residential Use Sites, and Municipal owned buildings. Residences will be provided one (1) ninety-six (96) gallon Roll-Out Container. Multiple Unit Residences and Non-Residential Use Sites are to be provided a < specify size > dumpster or what fits best, coordinated with the property owner by the contractor.

Once a week pick up of trash and yard waste (vegetative waste) on Wednesdays. Contractor to specify type of container to be used, if any, bagging requirements, if any, size limitations, if any, and the method that the contractor will use to pick up, whether manually or utilizing machinery.

- Once a week pick up of recyclable materials on Wednesdays. Residents place their contractor provided container out on the curb for pick up. Contractor to specify size of container to be provided, and clearly define the items allowed and not allowed.
- Upon completing each collection, contractor shall properly replace all containers and dumpsters and leave the premises so serviced in a litter-free and sanitary condition.

Replacement Roll-Out Containers for those that are lost, stolen, damaged, or otherwise unusable shall be replaced by contractor at no cost to the resident. Residences desiring more than one Roll-Out Container shall make such requests to the Village and contractor will make such additional Roll-Out Containers available to the Village for its residents at the cost indicated on the price proposal. Upon termination of the Contract, all Roll-Out Containers in the possession of service units shall remain the property of the contractor.

Contractor responsibilities: The contractor shall provide at his own expense, all labor, supervision, machinery and equipment, plant building truck and any other tools, equipment, accessories and things necessary to maintain the standard of collections and disposal set forth herein.

### **Solid Waste Collection Option No. 3:**

Contractor to propose their method of solid waste collection services, if different than what is specified in options 1 and 2 that will best meet the Village's objectives and utilizing their experience and familiarity with the demographics of communities similar to the Village of Biscayne Park. Contractor to clearly define the method and frequency for collection of garbage, trash and yard waste, and recyclable materials for all Residences, Multiple Unit Residences, Non-Residential Use Sites, and Municipal owned buildings.

## Attachment #1

### Statement of Intent and Village Goals:

This request for Proposals (RFP) defines the service standards, specifications and proposal requirements of the comprehensive solid waste and recycling collection program for the Village of Biscayne Park, Florida. It is the intent of the Village to accept and evaluate proposals for these services including collection, processing, marketing and public education. The goals of the Village are to:

- Reduce solid waste and recycling collection costs to each residential customer.
- Provide a comprehensive solid waste collection program.
- Reduce solid waste disposal tonnage by maximizing the fullest recovery possible of recyclable materials from all residents in the Village.
- Reduce tons of yard waste collected by providing educational information and best practices for composting and mulching of yard waste.
- Reduce the Village's carbon footprint by reducing the number of days when the vehicles providing the solid waste collection service drive through the Village.
- Improve public education of all Village residents about recycling services so as to improve participation and recovery rates.

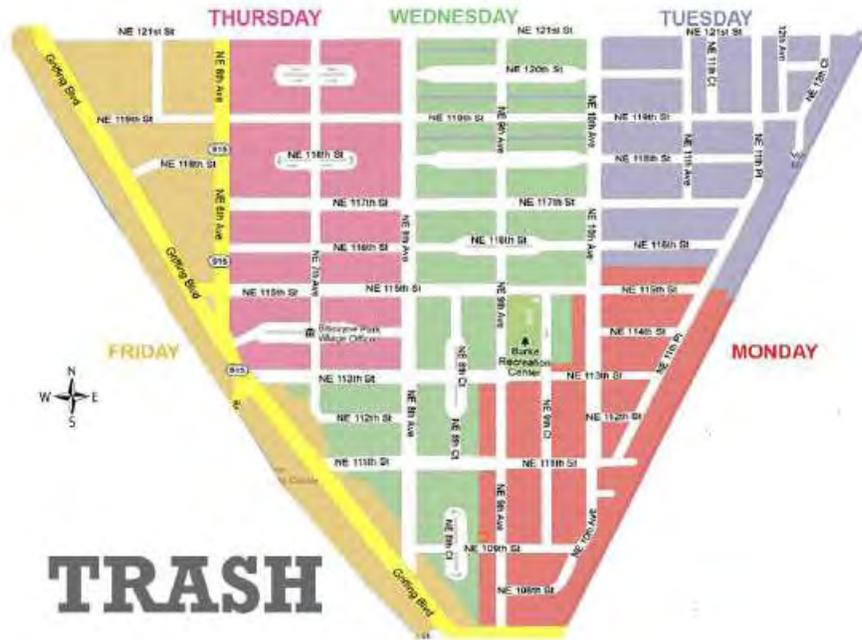
### Background:

The Village of Biscayne Park is a Village Commission/Manager form of government and is located within Miami-Dade County, Florida. It serves an area of approximately .69 square miles with a population of approximately 3,100. The Village employs 32 and provides a full range of municipal services including, general government, public safety (police and code compliance), public works (including sanitation services), building, planning and zoning, and parks and recreation.





The current schedule for once a week trash and yard waste service is based on five zones, with service provided for a zone on each day of the week.



The current schedule for once a week pick up of recyclable materials is Wednesdays for the entire Village.

Restrictions are as follows:

- Trash may not be placed out for collection more than 24 hours before the scheduled day of collection. If placed out earlier than stated, the resident is billed a service fee.
- Trash and yard waste piles may not exceed 2 cubic yards (3ft x 3ft x 6ft). If the pile exceeds the size stated, the resident is billed a service fee.
- No building and/or hazardous materials may be placed out for collection. If they are, the resident is billed a service fee.
- Furniture and/or appliances are considered a special service pick up and residents are asked to call in advance for a quote. If they do not call in advance and the items are placed out for collection, the resident is billed a service fee.

Per Village Ordinance, non-residential use sites and multi-family assessed properties with six (6) or more units on a site are required to contract with a Miami-Dade County approved contractor. Within the Village, there are:

- One (1) non-residential use site
- Two (2) twelve-unit buildings

Municipal owned buildings and other areas requiring solid waste collection services are as follows:

- Village Hall located at 640 NE 114<sup>th</sup> Street, Biscayne Park, FL
- Public Works located at 893 NE 109<sup>th</sup> Street, Biscayne Park, FL
- Ed Burke Recreation Center located at 11400 NE 9<sup>th</sup> Court, Biscayne Park, FL

**CERTIFIED RESOLUTION**

I, \_\_\_\_\_ (Name), the duly elected Secretary of \_\_\_\_\_ (Corporate Title), a corporation organized and existing under the laws of the State of \_\_\_\_\_, do hereby certify that the following Resolution was unanimously adopted and passed by a quorum of the Board of Directors of the said corporation at a meeting held in accordance with law and the by-laws of the said corporation.

"IT IS HEREBY RESOLVED THAT \_\_\_\_\_ (Name)" The duly elected \_\_\_\_\_ (Title of Officer) of \_\_\_\_\_ (Corporate Title) be and is hereby authorized to execute and submit a Bid and Bid Bond, if such bond is required, to the Village of Biscayne Park and such other instruments in writing as may be necessary on behalf of the said corporation; and that the Bid, Bid Bond, and other such instruments signed by him/her shall be binding upon the said corporation as its own acts and deeds. The secretary shall certify the names and signatures of those authorized to act by the foregoing resolution.

The Village of Biscayne Park shall be fully protected in relying upon such certification of the secretary and shall be indemnified and saved harmless from any and all claims, demands, expenses, loss or damage resulting from or growing out of honoring, the signature of any person so certified or for refusing to honor any signature not so certified.

I further certify that the above resolution is in force and effect and has not been revised, revoked or rescinded.

I further certify that the following are the name(s), title(s) and official signature(s) of those persons authorized to act by the foregoing resolution.

<u>NAME</u>	<u>TITLE</u>	<u>SIGNATURE</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

Given under my hand and the Seal of the said corporation this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

(SEAL)

By: \_\_\_\_\_  
Secretary

\_\_\_\_\_  
Corporate Title

NOTE: The above is a suggested form of the type of Corporate Resolution desired. Such form need not be followed explicitly, but the Certified Resolution submitted must clearly show to the satisfaction of the Village of Biscayne Park that the person signing the Bid and Bid Bond for the corporation has been properly empowered by the corporation to do so in its behalf.

**QUALIFICATION STATEMENT**

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter:

SUBMITTED TO: Village of Biscayne Park  
(Village Clerk)

ADDRESS: 640 NE 114 Street  
Biscayne Park, Florida 33161

CIRCLE ONE : Corporation Partnership Individual Other

SUBMITTED BY: \_\_\_\_\_

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE NO.: ( \_\_\_\_\_ ) \_\_\_\_\_ - \_\_\_\_\_

FAX NO.: ( \_\_\_\_\_ ) \_\_\_\_\_ - \_\_\_\_\_

1. State the true, exact, correct and complete name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business.

The correct name of the Bidder is: \_\_\_\_\_

The address of the principal place of business is: \_\_\_\_\_

\_\_\_\_\_

2. If Bidder is a corporation, answer the following:

a. Date of Incorporation: \_\_\_\_\_

b. State of Incorporation: \_\_\_\_\_

c. President's name: \_\_\_\_\_

d. Vice President's name: \_\_\_\_\_

e. Secretary's name: \_\_\_\_\_

f. Treasurer's name: \_\_\_\_\_

g. Name and address of Resident Agent: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

3. If Bidder is an individual or a partnership, answer the following:

a. Date of organization: \_\_\_\_\_

b. Name, address and ownership units of all partners: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

c. State whether general or limited partnership: \_\_\_\_\_

4. If Bidder is other than an individual, corporation or partnership, describe the organization and give the name and address of principals:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

5. If Bidder is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute.

6. How many years has your organization been in business under its present business name?

\_\_\_\_\_

7. Under what other former names has your organization operated? \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

8. Indicate registration, license numbers or certificate numbers for the businesses or professions which are the subject of this Bid. Please attach certificate of competency and/or state registration.

---

---

9. Have you personally inspected the site of the proposed work? (YES) \_\_\_\_ (NO) \_\_\_\_

10. Do you have a complete set of documents, including drawings and addenda? (YES) \_\_\_\_ (NO) \_\_\_\_

11. Did you attend the Pre-Bid Conference if any such conference was held? (YES) \_\_\_\_ (NO) \_\_\_\_

12. Have you ever failed to complete any work awarded to you? If so, state when, where and why?

---

---

---

13. Within the last five (5) years, has any officer or partner of your organization ever been an officer or partner of another organization when it failed to complete a contract? If so, explain fully.

---

---

---

14. State the names, telephone numbers and last known addresses of three (3) owners, individuals or representatives of owners with the most knowledge of work which you have performed or goods you have provided, and to which you refer (government owners are preferred as references).

---

(Name)	(Address)	(Telephone Number)
--------	-----------	--------------------

---

(Name)	(Address)	(Telephone Number)
--------	-----------	--------------------

---

(Name)	(Address)	(Telephone Number)
--------	-----------	--------------------

15. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary).

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

16. State the name of the individual who will have personal supervision of the work:

\_\_\_\_\_

THE BIDDER ACKNOWLEDGES AND UNDERSTANDS THAT THE INFORMATION CONTAINED IN RESPONSE TO THIS QUALIFICATIONS STATEMENT SHALL BE RELIED UPON BY OWNER IN AWARDING THE CONTRACT AND SUCH INFORMATION IS WARRANTED BY BIDDER TO BE TRUE. THE DISCOVERY OF ANY OMISSION OR MISSTATEMENT THAT MATERIALLY AFFECTS THE BIDDER'S QUALIFICATIONS TO PERFORM UNDER THE CONTRACT SHALL CAUSE THE OWNER TO REJECT THE BID, AND IF AFTER THE AWARD TO CANCEL AND TERMINATE THE AWARD AND/OR CONTRACT.

\_\_\_\_\_  
Signature

State of \_\_\_\_\_  
County of \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by \_\_\_\_\_ of \_\_\_\_\_, who is personally known to me or who has produced \_\_\_\_\_ as identification and who did (did not) take an oath.

WITNESS my hand and official seal,

\_\_\_\_\_  
NOTARY PUBLIC

\_\_\_\_\_  
(NAME OF notary Public: Print,  
Stamp or type as Commissioned)

NON-COLLUSIVE AFFIDAVIT

State of \_\_\_\_\_)

)ss.

County of \_\_\_\_\_)

\_\_\_\_\_ being first duly sworn, deposes and says that:

- (1) He/she is the \_\_\_\_\_, (Owner, Partner, Officer, Representative or Agent) of \_\_\_\_\_ the Bidder that has submitted the attached Bid;
- (2) He/she is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is not a collusive or sham Bid;
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Bid in connection with the Work for which the attached Bid has been submitted; or to refrain from bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Bidder, firm, or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit, or cost elements of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed and delivered  
in the presence of:

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title)

ACKNOWLEDGEMENT

State of \_\_\_\_\_  
County of \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_, who is personally known to me or who has produced \_\_\_\_\_ as identification and who did (did not) take an oath.

WITNESS my hand and official seal

\_\_\_\_\_  
NOTARY PUBLIC

\_\_\_\_\_  
(Name of Notary Public: Print,  
Stamp, or Type as Commissioned.)

**FOREIGN (NON-FLORIDA) CORPORATIONS MUST COMPLETE THIS FORM**

DEPARTMENT OF STATE CORPORATE CHARTER NO. \_\_\_\_\_

If your corporation is exempt from the requirements of Section 607.1501, Florida Statutes, **YOU MUST CHECK BELOW** the reason(s) for the exemption. Please contact the Department of State, Division of Corporations at (850) 245-6051 for assistance with corporate registration or exemptions.

607.1501 Authority of foreign corporation to transact business required.

- (1) A foreign corporation may not transact business in this state until it obtains a certificate of authority from the Department of State.
- (2) The following activities, among others, do not constitute transacting business within the meaning of subsection (1):
  - \_\_\_\_(a) Maintaining, defending, or settling any proceeding.
  - \_\_\_\_(b) Holding meetings of the board of directors or shareholders or carrying on other activities concerning internal corporate affairs.
  - \_\_\_\_(c) Maintaining bank accounts.
  - \_\_\_\_(d) Maintaining officers or agencies for the transfer, exchange, and registration of the corporation's own securities or maintaining trustees or depositaries with respect to those securities.
  - \_\_\_\_(e) Selling through independent contractors.
  - \_\_\_\_(f) Soliciting or obtaining orders, whether by mail or through employees, agents, or otherwise, if the orders require acceptance outside this state before they become contracts.
  - \_\_\_\_(g) Creating or acquiring indebtedness, mortgages, and security interests in real or personal property.
  - \_\_\_\_(h) Securing or collecting debts or enforcing mortgages and security interests in property securing the debts.
  - \_\_\_\_(i) Transacting business in interstate commerce.
  - \_\_\_\_(j) Conducting an isolated transaction that is completed within 30 days and that is not one in the course of repeated transactions of a like nature.
  - \_\_\_\_(k) Owning and controlling a subsidiary corporation incorporated in or transacting business within this state or voting the stock of any corporation which it has lawfully acquired.
  - \_\_\_\_(l) Owning a limited partnership interest in a limited partnership that is doing business within this state, unless such limited partner manages or controls the partnership or exercises the powers and duties of a general partner.
  - \_\_\_\_(m) Owning, without more, real or personal property.
- (3) The list of activities in subsection (2) is not exhaustive.
- (4) This section has no application to the question of whether any foreign corporation is subject to service of process and suit in this state under any law of this state.

Please check one of the following if your firm is **NOT** a corporation:

- (I) \_\_\_\_\_ Partnership, Joint Venture, Estate or Trust
- (II) \_\_\_\_\_ Sole Proprietorship or Self-Employed

**NOTE:** This sheet **MUST** be enclosed with your bid if you claim an exemption or have checked I or II above. If you do not check I or II above, your firm will be considered a corporation and subject to all requirements listed herein.

\_\_\_\_\_  
BIDDER'S CORRECT LEGAL NAME

\_\_\_\_\_  
SIGNATURE OF AUTHORIZED AGENT OF BIDDER



IN PRESENCE OF:

\_\_\_\_\_

\_\_\_\_\_  
(Individual or Partnership Principal)

\_\_\_\_\_

\_\_\_\_\_  
(Business Address)

(SEAL)

\_\_\_\_\_  
(City/State/Zip)

\_\_\_\_\_  
(Business Phone)

ATTEST:

\_\_\_\_\_

Secretary

\_\_\_\_\_

(Corporate Principal)\*

By \_\_\_\_\_

\_\_\_\_\_  
(Title)

ATTEST:

\_\_\_\_\_

Secretary

\_\_\_\_\_

(Corporate Surety)\*

By: \_\_\_\_\_

\*Impress Corporate Seal

IMPORTANT

Surety companies executing bonds must appear on the Treasury Department's most current list (circular 570 as amended) and be authorized to transact business in the State of Florida.

# SAMPLE BID FORM

## SOLID WASTE AND RECYCLING COLLECTION SERVICES

RFP No: 2014-01

THE UNDERSIGNED BIDDER, having familiarized itself with the specifications in the Invitation to Bid, and all laws, regulations and other factors affecting performance of the work, and having satisfied itself of the expense and difficulties attended in the performance of a contract, HEREBY PROPOSES AND AGREES, in this Bid No. RFP NO: 2014-01, Solid Waste and Recycling Collection Services is accepted, to enter into a contract to perform under all terms and conditions as stated herein for the following price:

	SERVICE AREA			
RESIDENTIAL	UNIT COST PER MONTH	UNIT	ESTIMATED	
	<i>(in words)</i>	<i>(numbers)</i>	No. Units	<i>(numbers)</i>
a. Garbage Curbside-2x per week	DOLLARS (\$) )	Dwelling	1,298	\$
b. Garbage Containerized-2x per week*	DOLLARS (\$) )	Dwelling	1,298	\$
c. Trash Curbside – one (1) time per week	DOLLARS (\$) )	Dwelling	1,298	\$
d. Trash Containerized – one (1) time per week	DOLLARS (\$) )	Dwelling	1,298	\$
e. Recycling Curbside – one (1) time per week	DOLLARS (\$) )	Dwelling	1,298	\$
f. Recycling Containerized – annual average of one and one half (1-1/2) times per week	DOLLARS (\$) )	Dwelling	1,298	\$
RESIDENTIAL TOTAL MONTHLY COST				\$
				Multiply by Twelve (12) Months
TOTAL ANNUAL RESIDENTIAL BID				\$

\*The normal residential Solid Waste Containerized Collection Service is two (2) times per week

**Village of Biscayne Park**  
Rate Schedule

**Residential Collection**

RESIDENTIAL COLLECTION: (per unit)	_____
Curbside Garbage Collection	_____
Containerized Garbage Collection	_____
Curbside Trash Collection	_____
Containerized Trash Collection	_____
Recycling Collection	_____
Total Monthly Rate per Unit per Month	_____
MULTIFAMILY RECYCLING – (per unit)	_____

## SPECIAL SERVICES

Service	Rate Per Service
Rolled Out Commercial 95 or 101 Gallon Container, with 10 or more feet per direction	
Rolled Out Container (and returning it to original location)	
Back Door Service (Residential Curbside Only)	
Opening (and closing) Door or Gates	
Locks for Containers	
Unlocking Containers	
Supplying (and retro lifting) locking mechanism or container	
Adding wheels to or changing wheels on containers	
Adding lids to or changing lids on containers	
Moving container location per customer request	
Changing out Sizes (above twice per year)	
Additional Schedule Pick-Ups for Residential Containerized Customers Special Service or special equipment required because of impaired accessibility	
Turn around compactors	



## **Village of Biscayne Park Commission Agenda Report**

**Village Commission Meeting January 7, 2014**

**Date:**

**Subject:** Discussion Regarding Next Steps in  
Annexation Process

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

**Sponsored By:** Commissioner Roxanna Ross

---

### **Background**

The Village Commission previously discussed the annexation of portions of unincorporated Miami-Dade County which are east of the current Village of Biscayne Park boundaries. Additionally, the Village held an annexation workshop on September 21, 2013 to allow residents the opportunity to review the proposed area. At this workshop, residents were given an opportunity to ask questions and express their opinions.

Village Staff has met with the Village planning consultant, Bell David Planning Group, Inc., to review work-to-date, the cost required to complete the required submittal package and the general status of annexation in Miami-Dade County.

January 7, 2014

Commission Agenda Report

Discussion Regarding Next Steps in Annexation Process

At its December 17, 2013 meeting, the Miami-Dade Board of County Commissioners held a first reading of an ordinance related to annexation procedures and additional requirements for voter consent for areas that are fifty percent or less developed residential. The proposed ordinance passed on first reading with a vote of 7-5 in favor. Three members in favor of the ordinance expressed tentative support. At the same meeting, the County Commission forwarded an annexation request by the City of North Miami to the County's Planning Advisory Board for consideration. The proposed boundary change by North Miami includes the Biscayne corridor east area. This area includes all properties on the west side of Biscayne Boulevard between NE 121 Street and NE 116 Street. This area contains portions that have been under discussion by the Village of Biscayne Park.

Initial discussions by the Village Commission included an area collectively referred to as the "Biscayne Boulevard Corridor". This area includes the light industrial park, gated residential communities and parcels along Biscayne Boulevard that include office and retail. As noted above, the City of North Miami is requesting to annex the office and retail parcels along Biscayne Boulevard. Previous discussions by the Village Commission proposed limiting the area under consideration to the light industrial park.

This memo outlines the next steps in the process. Should the Village Commission direct Staff to proceed the final report will be completed within sixty (60) days. Also, a noticed public hearing will be held to allow the Village Commission the opportunity to hear from the public and consider the acceptance of the final report. Following such action, steps will include transmittal of the Village Commission's intent to the Miami-Dade County Clerk of the Board and presentations to various officials and County Boards including the County Commission for final approval.

January 7, 2014

Commission Agenda Report

Discussion Regarding Next Steps in Annexation Process

### Report Preparation

The cost proposal to complete the report preparation provided to Staff on December 3, 2013 by the planning consultant is estimated at \$4,000.00. This estimate includes an area that contains the light industrial park, the gated residential communities and the Biscayne Boulevard Parcels between NE 121 Street and NE 119 Street (recently requested by the City of North Miami). The submitted cost proposal includes the following tasks:

- Completion of Annexation Report pursuant to Section 20-3, Code of Miami-Dade County.
  - Report preparation
  - All required mapping
  - meetings with County staff
  - Obtaining certification of number of voters
  - Obtaining existing land use information from Miami Dade County Regulatory and Economic Resources Department
  - One presentation to Village Planning and Zoning Board (if directed)

### Village Commission Deliberation of Annexation Report and Transmittal Resolution (Public Hearing)

This segment of work includes a required public hearing by the Village Commission in which property owners of the affected properties and Village Residents will have an opportunity to be heard. The planning consultant has included one final presentation to the Village Commission in the fee stated above.

Additional costs will be incurred by the Village related to public notices and newspaper advertisements, Public Notices to all property owners within the annexation area and

January 7, 2014

Commission Agenda Report

Discussion Regarding Next Steps in Annexation Process

all property owners within a 600-foot radius of the annexation area, legal fees associated with final Resolution prep (if any), and the Miami-Dade County application fee of \$2,565.00. Staff will use the Village's communication resources to supplement promotion of this public hearing to Village Residents.

#### Acceptance by Miami-Dade County

Upon approval by the Village Commission, the Transmittal Resolution and Final Annexation Report will be submitted to the Miami-Dade County Clerk of the Board and the County Incorporations and Annexations Office by the planning consultant. This task was also included in the planning consultant fee stated above.

The following steps are not included in the planning consultant proposal, but are critical to the process. These steps include:

- Outreach on behalf of the Village to Miami-Dade County staff and public officials
- County Commission acceptance of Report (This assigns the annexation request to the County Boards)
- County Planning Advisory Board review
- County Commission Land Use Committee review and approval of request for future consideration by the County Commission.
- Final County Commission hearings (two) to consider approval of the annexation request.

Should the Village Commission wish to proceed, careful consideration should be given to how the Village will be represented during this phase of the project. Possible scenarios include engagement with a Miami-Dade County lobbyist, designation of a member of the Village Commission to represent the Village on this item or assigning this task to the planning consultant. The Village planning consultant has proposed an

January 7, 2014

Commission Agenda Report

Discussion Regarding Next Steps in Annexation Process

hourly rate of \$125.00 for this phase of work. The Village Manager will supplement representation of the Village.

### **Fiscal/Budget Impact**

The approved FY 13/14 budget includes \$15,000.00 for the purposes of general planning work and annexation. To date \$438.00 has been expended from this budget item for purposes of annexation (planning consultant). Staff anticipates minimal needs for general planning consultant services through the end of the fiscal year.

A cursory fiscal projection for the Village demonstrates that it would be advantageous to create a diverse revenue stream in order to absorb the anticipated future rise in costs for the delivery of municipal services.

### **Staff Recommendation**

Staff recommends the Village Commission take the following actions:

1. Grant Staff approval to proceed with the completion of the Final Annexation Report.
2. Authorize Staff to schedule the required noticed public hearing for consideration of the Final Annexation Report by the Village Commission upon completion of report.
3. Designate a member of the Village Commission to represent the Village of Biscayne Park to County interests and authorize the Village Manager to do the same.

January 7, 2014

Commission Agenda Report

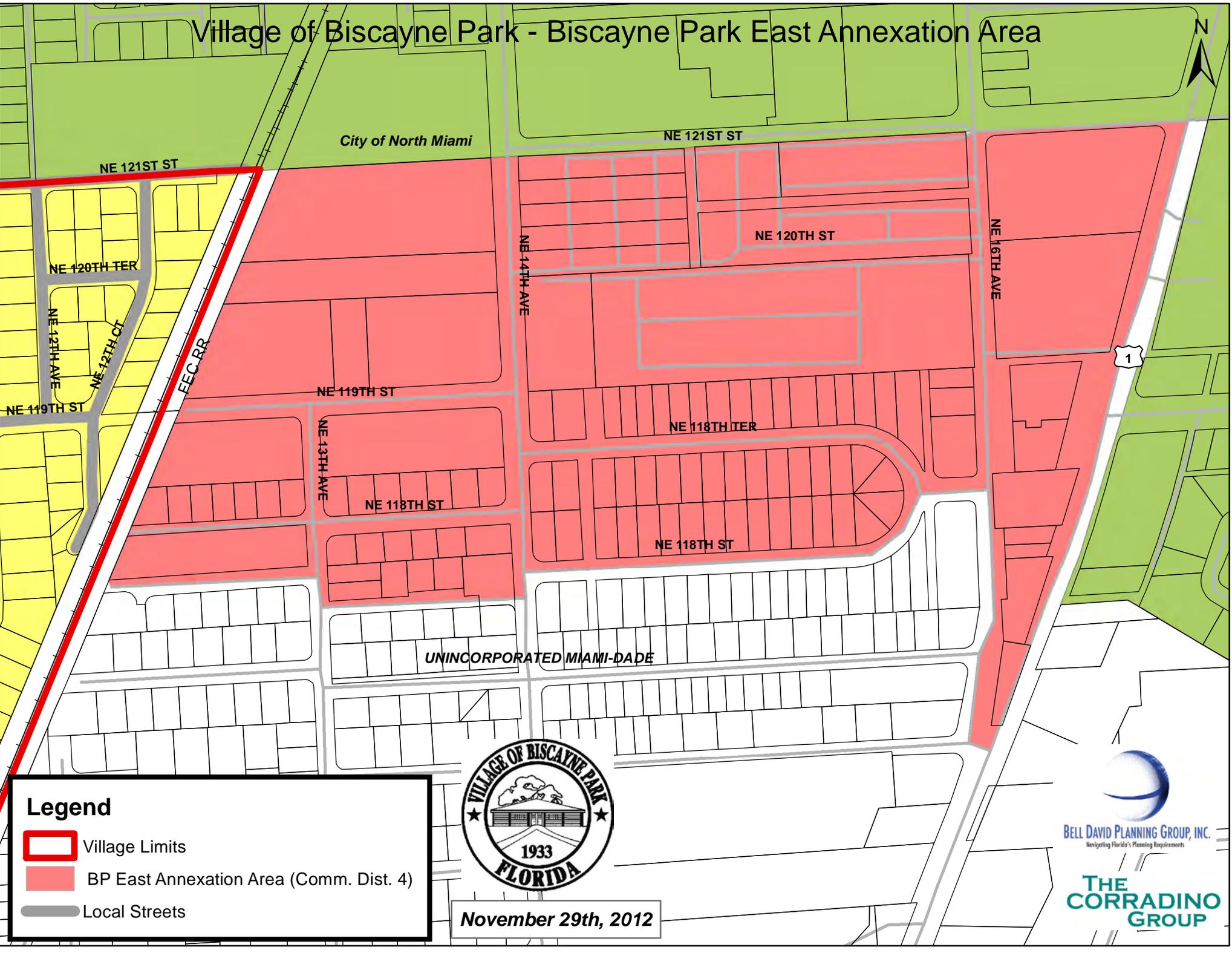
Discussion Regarding Next Steps in Annexation Process

- a. Should the Final Annexation Report be accepted by the Village Commission, Staff recommends the Village Commission engage with a lobbyist for the next phase of the process.

### **Attachments**

- Map of Biscayne Park East Annexation Area
- Bell David Planning Group, Inc. on December 3, 2013
- Memo from Commission Roxanna Ross to Mayor and Commission dated September 25, 2013
- Annexation Process from Miami Dade County Code of Ordinances

# Village of Biscayne Park - Biscayne Park East Annexation Area



**Legend**

-  Village Limits
-  BP East Annexation Area (Comm. Dist. 4)
-  Local Streets



November 29th, 2012



BELL DAVID PLANNING GROUP, INC.  
Navigating Florida's Planning Requirements



THE CORRADINO GROUP

## Heidi Shafran

---

**From:** Alex A. David [alex@belldavid.com]  
**Sent:** Tuesday, December 03, 2013 6:28 PM  
**To:** villagemanager@biscayneparkfl.gov  
**Cc:** 'Jerry Bell'  
**Subject:** Annexation Fees

Ms. Manager:

Below is and outline of services and costs to be performed for submittal of an annexation report to the County:

If the Commission decides to move forward and direct staff to take the necessary steps in submitting an application to Miami-Dade County the Annexation Report must be completed pursuant to Section 20-3, Code of Miami-Dade County. I estimate my costs would not exceed \$4,000.00. This would include Report preparation, all required mapping, meetings with County staff, obtaining certification of number of voters (cost included in my amount), obtaining existing land use information from MDC RER, one presentation to P and Z (if directed) and one final presentation to the Village Commission for approval of Resolution to submit to County, copying of report and resolution and final submittal of three copies to the Miami-Dade County Clerk of the Board and one copy to Jorge Fernandez of the Incorporations and Annexations Office.

Other fees not included in my proposal would be any future meetings at the County, including County Commission to accept Report, Planning Advisory Board, Commission Land Use Committee and the final two County Commission hearings to determine approval of the annexation request. Meeting attendance would be at the Village's discretion. Other meetings may be required depending if any issues arise with outside forces (North Miami, property owners). The hourly rate for services beyond Annexation submittal is \$125.00/hour.

Other costs will include: any hearing public notices and ads in the Miami Herald, notices to all property owners within the annexation area and within a 600 foot radius of the annexation area (cost of each mailing may range from \$1.25 to \$2.00 per notice), legal fees associated with Resolution prep if any, and the County application fee of \$2,565.00.

Please call or e-mail me if you have any questions at all. It was a pleasure meeting with you today.

Alex A. David, AICP  
Bell David Planning Group  
(786) 514-0121  
[www.belldavid.com](http://www.belldavid.com)



**BELL DAVID PLANNING GROUP, INC.**  
Navigating Florida's Planning Requirements



# Village of Biscayne Park

640 NE 114<sup>th</sup> Street  
Biscayne Park, FL 33161

Tel: 305 899 8000  
Fax: 305 891 7241

Date: September 25, 2013

To: Mayor and Commission

From: Rox Ross

**Re: Annexation of the Biscayne Corridor Annexation Area**

**Request:** Approval of Resolution 2013-46

RESOLUTION OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA, AUTHORIZING THE VILLAGE MANAGER TO ENGAGE MUNICIPAL PLANNERS TO COLLECT DATA, PREPARE NECESSARY REPORTS AND A FORMAL APPLICATION FOR SUBMISSION TO MIAMI-DADE COUNTY TO ANNEX INTO THE VILLAGE OF BISCAYNE PARK AN AREA REFERRED TO AS “BISCAYNE CORRIDOR ANNEXATION AREA,” BORDERED ON THE WEST-SIDE BY THE FEC RAILWAY, ON NORTH-SIDE BY NORTHEAST 121 STREET, ON THE EAST-SIDE BY BISCAYNE BOULEVARD, ON THE SOUTH-SIDE BY NORTHEAST 119 STREET, EXCEPT THAT BETWEEN NORTHEAST 16 AVENUE AND BISCAYNE BOULEVARD THE SOUTH BORDER SHALL EXTEND TO THE POINT WHERE NORTHEAST 16 AVENUE AND BISCAYNE BOULEVARD INTERSECT NEAR 116 STREET; AND TO IMPLEMENT A PLAN FOR PUBLIC ENGAGEMENT OF PROPERTY OWNERS OF THE BISCAYNE CORRIDOR ANNEXATION AREA; PROVIDING FOR AN EFFECTIVE DATE

## **Background and Analysis:**

Annexation of adjacent unincorporated areas in order to diversity the tax base has been a topic of discussion in Village for at least a decade. In 2004, the area east of the FEC Railway was identified as a priority to be considered in a phased approach.<sup>1</sup>

---

<sup>1</sup> *Village of Biscayne Park Annexation Feasibility Study*, Florida International University Metropolitan Center (July 6, 2004).

The 2005 Growth Management Act brought significant changes to Florida law, and required all municipal to update their comprehensive plans. The Village's 1988 Comprehensive Plan was thoroughly reviewed in a process that spanned from 2007 through 2010 (4 years and 7 different Commissioners). The evaluation and appraisal of the Comprehensive Plan included extensive Public, Planning Board and Commission participation, with workshops held on **January 9, January 27, February 20 and March 20, 2007**, and a Planning Board public hearing on **February 11, 2008**, all of which resulted in the 2008 Comprehensive Plan Evaluation and Appraisal Report ("2008 EAR"). The 2008 EAR, in part, recommended that the Village implement a policy to coordinate with Miami Dade County and other jurisdictions in order to evaluate the feasibility of annexing adjacent unincorporated areas, and identified the area east of the FEC Railway as the top priority. Two public hearings later, held on **March 4 and August 5, 2008**, the Village Commission unanimously approved Ordinance No. 2008-2, adopting the 2008 EAR, and the same was submitted for review by the Florida Department of Community Affairs through the South Florida Regional Planning Council ("State Agency") in accordance with Section 163.3191, Florida Statutes. The State Agency commented and found the submittal sufficient. After three additional public hearings, on **February 10** (Planning Board), **March 16, and October 5, 2010**, the Village Commission unanimously approved Ordinance No. 2010-3, adopted the 2025 Comprehensive Plan Adopted Component ("Adopted Components"), and amended the Village Comprehensive Plan. One of the Adopted Components addresses the evaluation and feasibility of annexing adjacent unincorporated areas as described above.

Annexation continues to be a topic of discussion with the current Commission. Internal and external factors press for serious consideration of annexation opportunities today, including:

- The loss of significant revenues over the past five years (approximately \$510,000 - 30% of ad valorem taxes) and steep decline in unrestricted reserves.
- Economic forecasts of municipal revenues. Ken Small's presentation at the Florida League of Cities' Annual Conference -- Dollars & Sense: City Revenues in the Near Future, details statewide trends and calculates that it will take about another 4 years -- until 2017, for Statewide Taxable Values to near the values seen 4 years ago in 2009. Note that with a constitutionally protected 3% cap on increases of assessed value for homestead properties, residential areas like Biscayne Park will lag behind these statewide projected recoveries.<sup>2</sup>
- Miami Dade County lifting the moratorium on incorporation/annexation creates an environment where unincorporated areas can access municipal services from local government, leaving the County to focus on regional issues.
- The burden of unfunded mandates enacted by the state legislature, along with reductions in state revenue sharing and other intergovernmental sources of revenue.
- The potential of another municipality expanding its boundaries to encompass the area of interest for the Village.<sup>3</sup>

Many opinions expressed as the Annexation Workshop held on September 21 and recent emails encourage pursuit of the annexation process in order to diversity the Village's tax base and improve sustainability, to influence an area that has been the source of concern for the Village, to continue to provide quality services in the existing Village and in adjacent areas.

---

<sup>2</sup> A copy of Ken Small's *Dollars & Sense: City Revenues in the Near Future* was included in the August 6, 2013 Biscayne Park Commission Regular Meeting Agenda, not repeated here in the interest of economy.

<sup>3</sup> The North Miami Council voted 3-2 to proceed with an application to annex the Biscayne Corridor Annexation Area and other parcels.

Speakers at the Annexation Workshop also expressed doubt and raised questions that can only be answered as the annexation process unfolds.

It is a complicated, multi-step, negotiated process, without a doubt. But it is an opportunity to bring great benefit to the Village and surrounding areas. No other unincorporated area abutting Village boundaries can offer an equally diversified tax base per acre, as the Biscayne Corridor Annexation Area does. In the words of Ken Small, “The strong tax base this area has, together with additional expenses be[ing] a fraction of the new revenues is what most cities dream for in an annexation. The significant increase in taxable value will definitely have a very positive impact on future millage levies if the annexation occurs.”<sup>4</sup>

**Fiscal / Budgetary Impact:**

Municipal Planners Bell & David have provided an estimate of \$15,000 to carry the annexation process through a 12-month development to near conclusion – Second Reading for the County Commission to deny or approve the application. The approved budget for fiscal year 2014-15 allocations \$10,000 that could be expended for this purpose and additional funds may be reallocated if needed.

**Recommendation:**

Proceed with approval of this Resolution, authorize Village Manager to engage Municipal Planners to collect data, prepare necessary reports, documentation and a formal application for submission to Miami Dade County to annex into the Village an area referred to as the Biscayne Corridor Annexation Area, bordered on the West-Side by the FEC Railway, on the North-Side by Northeast 121 Street, on the East-Side by Biscayne Boulevard, on the South-Side by Northeast 119 Street, except that between Northeast 16 Avenue and Biscayne Boulevard the South Border shall extend to the Point where Northeast 16 Avenue and Biscayne Boulevard intersect near 116 Street, as specifically delineated in Exhibit A attached to the Resolution; and to implement a plan for public engagement of property owners of the Biscayne Corridor Annexation Area.

---

<sup>4</sup> See 9/21/2013 email from Ken Small, Technical Assistance Manager, noted municipal tax and finance expert with the Florida League of Cities.

FOR PUBLIC VIEWING  
Evaluation & Appraisal Report  
August 2008

# Village of Biscayne Park, Florida 2008 Comprehensive Plan Evaluation and Appraisal Report

Revised after review by South Florida Regional Planning Council  
Approval recommended by LPA July 21, 2008



Prepared for the Village by: Bell David planning Group

## II.D. Fiscal Management

The Village of Biscayne Park is a small, substantially developed residential community. Because the majority of its lands are in residential uses, demands for services are high while the tax base is limited. There are few opportunities to increase the tax base through new development or redevelopment, or to diversify the tax base by providing new commercial uses. These constraints may inhibit the Village's ability to provide services during the planning period, or to maintain its financial feasibility in the future.

Like many communities in the State, the Village is challenged by the recent movement to reduce property taxes. The Village's Fiscal Year (FY) 2007 millage rate is 8.34 mills, reduced from 9.20 mills in FY 2007. The rollback was in response to State legislation that required reductions in order to provide property tax relief. The current millage rate is providing the same amount of ad valorem funds that the Village received in FY 2007, although it does not provide for the cost of living increase or other increases in operating expenses and commodity costs. For example, health insurance costs have increased by 18 percent, while fuel costs have doubled. Reducing the millage rate to 7.65 percent, in accordance with the State's recommendation, would result in a loss of \$158,000 in revenues, necessitating significant and untenable service and personnel cuts. The prospect of additional mandated property tax reductions will continue to challenge the Village and its financial feasibility.<sup>19</sup>

Because the Village is substantially built out within its existing boundaries, the annexation of adjacent or proximate unincorporated areas represents one of the only opportunities to substantially increase the tax base. In particular, the Village should prioritize the annexation of lands with a more diverse mix of non-residential uses to generate more revenues and reduce vulnerability to property tax reductions. Increasing the non-residential tax base will provide the Village with the resources necessary to provide quality services to annexation areas and within its current boundaries.

The Village is bounded by the City of North Miami to the north, Miami Shores Village to the south, and unincorporated Miami-Dade County to the east and west (Figure I.1). As can be seen, unincorporated Miami-Dade County extends from the Village boundary to Biscayne Bay on the east, and to Interstate 95 and beyond on the west. These areas are the most likely candidates for annexation into the Village of Biscayne Park due to contiguous borders and natural boundaries.

In July 2004, Florida International University's Metropolitan Center conducted an Annexation Feasibility Study at the request of an elected official.<sup>20</sup> This Study evaluated four potential annexation areas, listed and described as follows:

- Barry (bounded by NE 121 Street to the north, NE 107 Street to the south, NE 2<sup>nd</sup> Avenue to the west, and Griffing Boulevard to the east);

<sup>19</sup> *The Village of Biscayne Park Proposed Budget for FY 2008*, August 16, 2007

<sup>20</sup> Florida International University Metropolitan Center, *Village of Biscayne Park Annexation Feasibility Study*, July 6, 2004

## Village of Biscayne Park Comprehensive Plan Evaluation and Appraisal Report

- Peach Tree (bounded by NE 121 Street to the north, NE 107 Street to the south, Biscayne Boulevard to the east, and the East Coast Railroad to the west);
- Bayshore (bounded by Bayshore Drive to the north, NE 105 Street to the south, Biscayne Bay to the east, and Biscayne Boulevard to the west), and;
- Davis Harbor (bounded by NE 91 Street to the north, NE 87 Street to the south, Biscayne Boulevard to the east, and NE 6 Avenue to the west).

The afore-mentioned Annexation Feasibility Study evaluated the potential fiscal impact of annexing these areas under different millage rates. Under each of these scenarios, it was estimated that the Village's annual revenues and expenditures would increase more than fivefold as a result of annexing these areas.

It is recommended that the Village reevaluate the feasibility of annexing adjacent areas in a phased approach. The Peach Tree area, or some portion thereof, should be evaluated as the top priority for potential annexation, followed by the Barry area. In the event that the Peach Tree area is annexed, further consideration could be given to the Bayshore and Davis Harbor areas; however, it is highly unlikely that these areas could be successfully annexed at this time or in the five or ten year planning horizons.

In addition to annexations, the Village should also consider other mechanisms to increase its financial feasibility through grants, user fees, special districts, and other potential mechanisms. There are a number of grants that are available to municipalities in order to implement specific projects and initiatives. It is recommended that the Village aggressively seek grant funding to implement key projects during the planning period.

#### 4. Recommendations

The following amendments to the Village of Biscayne Park's Comprehensive Development Plan are recommended to address issues pertaining to Issue II.D., "Fiscal Management".

##### a. Intergovernmental Coordination Element

**Recommendation II.D.IC-1.** Add a new Policy under Objective 1 stating that the Village shall coordinate with Miami-Dade County and other jurisdictions in order to evaluate the feasibility of annexing adjacent unincorporated areas, with the area bounded by NE 121 Street to the north, NE 107 Street to the south, Biscayne Boulevard to the east, and the East Coast Railroad to the west identified as the top priority and the area bounded by NE 121 Street to the north, NE 107 Street to the south, NE 2<sup>nd</sup> Avenue to the west, and Griffing Boulevard to the east identified as the second priority.

##### b. Capital Improvements Element

**Recommendation II.D.CI-1.** This Element should be amended in its entirety to update all dates, references, intergovernmental coordination procedures, service agreements, and timelines.

**Recommendation II.D.CI-2.** Add a new Policy under Objective 2 stating that the Village shall identify and implement strategies to maintain and increased its financial feasibility and supplement its tax base with grants and other funding sources that might be available in order to implement specific projects, increase levels of service, and provide an improved quality of life to existing and future residents, businesses, and visitors.

**Recommendation II.D.CI-3.** Add a new Policy under Objective 2 stating that the Village shall evaluate the feasibility of annexing adjacent areas in order to increase its financial feasibility and improve service delivery.

**Recommendation IC-10.** Add the following new Policy under Objective 1 stating that the Village shall enter into interlocal agreements, including service delivery agreements, as appropriate with other agencies and shall identify joint planning areas as appropriate with adjacent jurisdictions to achieve shared planning goals.

**Recommendation IC-11.** Add a new Policy under Objective 1 stating that the Village shall coordinate with Miami-Dade County and other jurisdictions in order to evaluate the feasibility of annexing adjacent unincorporated areas, with the area bounded by NE 121 Street to the north, NE 107 Street to the south, Biscayne Boulevard to the east, and the East Coast Railroad to the west identified as the top priority and the area bounded by NE 121 Street to the north, NE 107 Street to the south, NE 2<sup>nd</sup> Avenue to the west, and Griffing Boulevard to the east identified as the second priority.

**Recommendation IC-12.** Add a new Objective calling for coordination with the appropriate federal, State, regional and local agencies in the achievement of environmental protection and restoration goals, and preservation of the Village's natural environment. Include new policies addressing:

- air quality protection;
- water quality protection;
- water supply protection;
- natural areas protection;
- the use of native landscaping materials, and xeriscaping;
- soil protection and conservation, and;
- the implementation of other environmental and resource protection goals.

**Recommendation IC-10.** Add the following new Policy under Objective 1 stating that the Village shall enter into interlocal agreements, including service delivery agreements, as appropriate with other agencies and shall identify joint planning areas as appropriate with adjacent jurisdictions to achieve shared planning goals.

**Recommendation IC-11.** Add a new Policy under Objective 1 stating that the Village shall coordinate with Miami-Dade County and other jurisdictions in order to evaluate the feasibility of annexing adjacent unincorporated areas, with the area bounded by NE 121 Street to the north, NE 107 Street to the south, Biscayne Boulevard to the east, and the East Coast Railroad to the west identified as the top priority and the area bounded by NE 121 Street to the north, NE 107 Street to the south, NE 2<sup>nd</sup> Avenue to the west, and Griffing Boulevard to the east identified as the second priority.

**Recommendation IC-12.** Add a new Policy under Objective 1 stating that the Village shall coordinate with the South Florida Water Management District, Miami-Dade County, the City of North Miami, and other agencies as appropriate to support the implementation of the Lower East Coast Water Supply Plan, and other water plans and conservation efforts.

**Recommendation IC-13.** Add a new Objective calling for coordination with the appropriate federal, State, regional and local agencies in the achievement of environmental protection and restoration goals, and preservation of the Village's natural environment. Include new policies addressing:

- air quality protection;
- water quality protection;
- water supply protection;
- natural areas protection;
- the use of native landscaping materials, and xeriscaping;
- soil protection and conservation, and;
- the implementation of other environmental and resource protection goals.

## CHAPTER VI. PUBLIC PARTICIPATION SUMMARY

In 1998, the State of Florida revised the statutory requirements for the EAR to allow local governments to base their analysis on the key local issues that they are facing. In order to identify the key planning issues that the EAR will address, the Village conducted public Planning Board and Commission workshops on January 9, January 27, February 20 and March 20, 2007. In addition, these issues were discussed, and input was received, at the April 18, 2007 Interagency Scoping meeting.

Based on input received during this process, the Village identified five major issues for inclusion in the EAR. The five major issues are as follows:

1. Multi-modal transportation system;
2. Infrastructure and facility needs;
3. Maintaining and improving the built and natural environment;
4. Fiscal Management; and,
6. Intergovernmental and interagency coordination.

On May 15, 2007, the Village provided the Florida Department of Community Affairs (DCA) with a request for a Letter of Understanding regarding these issues, and the Town's proposed Scope of Work. On September 4, 2007, DCA provided a Letter of Understanding agreeing to the proposed issues and Scope, and suggesting that a discussion of affordable housing be included. In its September 27, 2007 response, the Village agreed to include an analysis of affordable housing issues to the extent that they pertain to and are relevant to the Village, although it does not agree that this issue should be given the same weight as the other issues identified in the May 15, 2007 Letter. This is due to the fact that the Village is a small, completely built-out residential community with limited prospects for new development and few options to increase the availability of housing within its boundaries. The existing housing stock is well-maintained and stable, and it is not anticipated that redevelopment will be a major factor during the planning period. The DCA Letter of Understanding, as well as the Town's proposed Scope of Work, a detailed issue matrix, and related correspondence are included in this report as Appendix A.

As per the requirements of Section 163.3191, Florida Statutes, the following is an analysis of the Village's identified EAR issues, their impacts, and corrective measures, including plan amendments, needed to address these issues.

# Village of Biscayne Park, Florida

## 2025 Comprehensive Plan Adopted Component (Amended October 5, 2010)



Prepared for the Village by:

Bell David Planning Group

## Biscayne Park Comprehensive Plan

- Policy 1.4 The Village will adopt any Land Development Regulations deemed necessary to implement the Intergovernmental Coordination Element or any interlocal agreements.
- Policy 1.5 Although the Village is exempt from the Public School Facilities Element requirement and is not required to enter into the “Interlocal Agreement for Public School Facility Planning in Miami-Dade County”, it will coordinate with Miami-Dade County Public Schools, as appropriate, and will utilize the procedures outlined in Sections 1013.33, F.S., in order to evaluate the appropriateness of prospective public school sites within the Village.
- Policy 1.6 The Village will support, as appropriate, Miami-Dade County’s development and implementation of the Water Supply Facilities Workplan required by Florida Statute, and the water conservation efforts of other agencies.
- Policy 1.7 The Village will coordinate with adjacent jurisdictions to address extra-jurisdictional impacts of development proposals, if any.
- Policy 1.8 The Village will enter into interlocal agreements, including service delivery agreements, as appropriate with other agencies and will identify joint planning areas as appropriate with adjacent jurisdictions to achieve shared planning goals.
- Policy 1.9** The Village may, extent feasible, coordinate with Miami-Dade County and other jurisdictions in order to evaluate the feasibility of annexing adjacent unincorporated areas, with the area bounded by NE 121 Street to the north, NE 107 Street to the south, Biscayne Boulevard to the east, and the East Coast Railroad to the west identified as the top priority and the area bounded by NE 121 Street to the north, NE 107 Street to the south, NE 2<sup>nd</sup> Avenue to the west, and Griffing Boulevard to the east identified as the second priority.
- Policy 1.10 The Village will coordinate with the South Florida Water Management District, Miami-Dade County, the City of North Miami, and other agencies as appropriate to support the implementation of the Lower East Coast Water Supply Plan, and other water plans and conservation efforts.



roxscross &lt;roxscross@gmail.com&gt;

---

## Village of Biscayne Park - municipal revenue options

---

**Ken Small** <KSmall@flcities.com>

Wed, Aug 21, 2013 at 12:20 PM

To: "Rox@roxscross.com" &lt;Rox@roxscross.com&gt;

Cc: Lynn Tipton &lt;LTipton@flcities.com&gt;

Thank you, Commissioner, for the very nice comments on my Conference presentation.

I carefully read through the annexation PowerPoint, and I find it to be accurate. I see it definitely as a win-win to the Village. The strong tax base this area has, together with additional expenses be a fraction of the new revenues is what most cities dream for in an annexation. The significant increase in taxable value will definitely have a very positive impact on future millage levies if the annexation occurs.

Furthermore, the renter/voters, that will be in the two apartment complexes, tend to have much lower voter turnout compared to owner-occupied housing, so that potential issue should be minor. That's my best opinion as I see it!! -ken small

---

**From:** roxscross@gmail.com [mailto:roxscross@gmail.com] **On Behalf Of** Commissioner Rox Ross

**Sent:** Monday, August 19, 2013 7:04 PM

**To:** Ken Small

**Subject:** Village of Biscayne Park - municipal revenue options

[Quoted text hidden]



**Annexation Report\_Agenda\_Item\_7.a\_Regular\_Commission\_Meeting\_07\_09\_2013.pdf**

2865K

## ARTICLE I. BOUNDARY CHANGE PROCEDURE

Sec. 20-1. Initiated by Planning Advisory Board.

(a) The Director of the Department of Planning and Zoning and the Planning Advisory Board shall conduct a continuing study of all municipal boundaries in cooperation with municipal officials, and make recommendations to the Board of County Commissioners for the orderly adjustment, improvement and establishment of feasible boundaries for all municipalities, commensurate with the comprehensive plan of development for Miami-Dade County, and in compliance with the preliminary land use plan governing the areas involved in any such proposed boundary changes.

(b) All proposed changes in municipal boundaries initiated by the Planning Advisory Board shall be submitted to the governing bodies of the municipalities concerned for consideration and approval, prior to submission of such proposal to the Board of County Commissioners, and shall be considered by the Board of County Commissioners only upon notice to the municipality or municipalities affected and to the owners of property within the area and within six hundred (600) feet thereof.

(Ord. No. 60-42, § 1, 11-29-60; Ord. No. 70-2, § 1, 1-7-70; Ord. No. 95-215, § 1, 12-5-95; Ord. No. 01-168, § 1, 10-23-01)

**Cross references:** Planning Department, § 2-104 et seq.; appointment and duties of Planning Director, §§ 2-104 and 2-105; Planning Advisory Board, § 2-107 et seq.; land use plan, § 2-111.

Sec. 20-2. Initiated by county commission.

Any proposed change in the boundaries of a municipality shall be initiated by the Board of County Commissioners only by resolution adopted in accordance with rules of procedure governing the meetings and actions of the Board and upon notice to the municipality or municipalities involved, concerned or affected thereby, and shall be accomplished in accordance with the controlling provisions of Section 5.04 of the Home Rule Charter.

(Ord. No. 60-42, § 2, 11-29-60)

**Cross references:** Rules of procedure of County Commission, § 2-1.

Sec. 20-3. Initiated by governing body of municipality.

Any proposed boundary change desired by the governing body of a municipality shall be initiated by resolution of such governing body adopted after a public hearing held pursuant to written notice mailed to all owners of property within the area and within six hundred (600) feet thereof in such proposed boundary changes, according to the current tax assessment roll, and pursuant to published notice; provided, however, that no notice shall be required when all owners of property within the area and within six hundred (600) feet thereof shall consent in writing to the proposed boundary change. The cost of such notice shall be paid by the governing body of the municipality. Three (3) duly certified copies of such resolution requesting the proposed boundary changes, together with proof of compliance with the notice requirements aforesaid, shall be filed with the Clerk of the County Commission, and shall be accompanied by the following:

(A) An accurate legal description of the lands or land area involved in such proposed boundary change.

(B) A map or survey sketch accurately showing the location of the area involved, the existing boundaries of the municipality or municipalities affected, and indicating the relation of the area involved to the existing municipal boundaries.

(C) Certificate of the County Supervisor of Registration certifying that the area involved in the proposed boundary change contains either more than two hundred fifty (250) residents who are qualified electors, or less than two hundred fifty (250) residents who are qualified electors.

(D) A brief statement setting forth the grounds or reasons for the proposed boundary changes.

(E) A statement declaring whether an enclave, as defined in Section 20-7(A)(1)(c), borders the municipality and whether the proposed boundary change includes such enclave.

(F) In addition to the foregoing, there shall be filed with the Clerk of the County Commission the following information:

(1) *Land use plan and zoning.* The municipality shall present a general land use plan and a map showing proposed zoning for the subject area which, if annexed, will be enacted by the municipality. This information shall be submitted regardless of size of area or state of existing development.

(2) *List of services to be provided.* In this section the municipality shall describe in detail the character and amount of services which the municipality would provide to the area if annexed. The discussion of service levels shall take into account not only existing development but changes in the character and extent of development which may be reasonably anticipated in the near future based on the land use plan and zoning for the area as submitted by the municipality in accordance with (1) above. The statements pertaining to the various services shall be set forth under the headings listed below. The character and amount of services now being received in the area sought for annexation shall be set forth for comparative purposes.

(a) Police protection.

(b) Fire protection.

(c) Water supply and distribution.

(d) Facilities for the collection and treatment of sewage.

(e) Garbage and refuse collection and disposal.

(f) Street lighting.

(g) Street construction and maintenance.

(h) Park and recreation facilities and services.

(i) Building inspection.

(j) Zoning administration.

(k) Local planning services.

(l) Special services not listed above.

(m) General government.

(3) *Timetable for supplying the services listed above.* For each of the services listed the time schedule for the provision of that service shall be set forth. The timetable shall be in terms of how soon after the annexation ordinance is finally adopted will the service be provided. If changes in the character and extent of the development in the area can reasonably be anticipated, these changes shall be taken into account in the proposed timetable.

(4) *Financing of the services listed above.* For each of the services listed above, estimates of the costs of providing, maintaining and operating the service shall be set forth along with the methods used in making the estimates. The sources of funds which the municipality would utilize in providing, maintaining and operating the services listed shall be stated for each service and the effect this will have on the remainder of the municipality shall be analyzed.

(5) *The tax load on the area to be annexed.* This section of the report shall discuss in narrative form, including estimated figures, the direct and indirect tax revenue from the area sought for annexation after annexation compared with the current period before annexation. Particularly this section shall clearly and concisely appraise the tax impact on the property owners and others residing and/or doing business in the area, and on those residing and/or doing business within the municipality. Methods utilized in making estimates contained in this section shall be fully and clearly set forth.

(6) *Identification of any areas designated as terminals in the County's Adopted Land Use Plan Map ("terminals").* The municipality shall set forth the following information in its annexation petition or shall supplement its annexation petition, if such petition is pending as of the effective date of this ordinance:

a. The reason that any area designated terminals and areas located within one-half ( 1/2) mile surrounding any area designated terminals ("surrounding areas") should be annexed to the municipality;

b. The impact that annexation may have on the operation and future development of facilities within any area designated terminals and surrounding areas;

c. The municipality's assessment of the present and future importance to the economy, job generation, and future development of the County and the region of any area designated terminals and surrounding areas proposed to be included in the area annexed;

d. Whether the land uses within areas designated terminals and surrounding areas are compatible with adjacent land uses within the annexing municipality; and

e. A proposed Interlocal Agreement with the County which would include provisions agreeing to the County's retention of master plan and regulatory control over any area designated terminals and surrounding areas, which shall set forth with specificity the limitations and conditions to be imposed on the municipality's jurisdiction of the area proposed for annexation.

(G) Certificate of the Director of the Department of Planning and Zoning certifying that in the Director's sole determination an area proposed for annexation or separation having two hundred and fifty (250) or fewer registered electors is more than fifty (50) percent developed residential. This certification will determine whether an election of registered electors will be required as provided in Section 20-9.

(H) A petition filed with the Clerk of the County Commission indicating the consent of twenty-five (25) percent plus one (1) of the electors in the area proposed for annexation provided however, no petition shall be required where the property proposed for annexation is vacant or where there are two hundred fifty (250) or less resident electors.

(Ord. No. 60-42, § 3, 11-29-60; Ord. No. 64-21, § 1, 5-19-64; Ord. No. 66-60, § 1, 11-15-66; Ord. No. 70-2, § 2, 1-7-70; Ord. No. 96-39, § 1, 2-20-96; Ord. No. 96-73, § 1, 5-21-96; Ord. No. 96-136, § 1, 9-17-96; Ord. No. 01-168, § 1, 10-23-01; Ord. No. 05-112, § 2, 6-7-05; Ord. No. 07-176, § 1, 12-4-07)

Sec. 20-3.1. Exception to filing and consideration of requests for annexation.

No proposed boundary change request shall be filed, nor shall any filed request be heard, considered, or approved, pursuant to Section 20-7 or Section 20-8 by the Board of County Commissioners when the governing body requesting the change has omitted as part of the boundary change application information on an existing enclave, as defined in Section 20-7(A)(1)(c), adjacent to the municipality's boundaries or when the boundary change application creates a new enclave.

(Ord. No. 07-176, § 2, 12-4-07)

Sec. 20-4. Initiated by individual or group.

Any person or group desiring a proposed boundary change to any municipality shall initiate the same by filing with the Clerk of the County Commission a written petition in substantially the form prescribed and furnished by the Director of the Office of Management and Budget which shall be accompanied by the documents and information prescribed in Section 20-3(A) through (F) hereof, together with a duly certified resolution of the governing body of the municipality involved approving such proposed boundary change, and shall give written notice to all owners of property within the area and within six hundred (600) feet thereof of his proposal for a boundary change. The cost of such notice shall be paid by the initiating individual or group.

(Ord. No. 60-42, § 4, 11-29-60; Ord. No. 70-2, § 3, 1-7-70; Ord. No. 95-215, § 1, 12-5-95; Ord. No. 01-168, § 1, 10-23-01)

Sec. 20-4.1. Exception to filing and consideration of requests for annexation.

Notwithstanding anything in this article to the contrary, no annexation request shall be filed, nor shall any filed request be heard, considered, or approved, pursuant to Section 20-7 or Section 20-8 by the Board of County Commissioners, prior to December 1, 1998, except upon a prior two-thirds ( 2/3) vote of the membership of the County Commission to allow such filing, hearing, consideration or approval.

(Ord. No. 96-146, § 1, 10-8-96; Ord. No. 97-211, § 1, 12-2-97; Ord. No. 01-218, § 1, 12-18-01)

**Editor's note:** Ord. No. 01-218, § 1, adopted Dec. 18, 2001 amended section 20-4.1. Section 6 of said ordinance provided for the repeal of said ordinance 90 days from its effective date.

Sec. 20-5. Initial consideration of proposed boundary changes.

The Clerk of the County Commission, upon receipt of a request for boundary change filed in compliance with Section 20-3 or Section 20-4 hereof, shall cause such matter to be placed upon the official agenda of an ensuing regular meeting of the County Commission, and shall notify the person, group or municipality initiating the boundary change of the date of the regular meeting at which such matter will be considered by the County Commission. A representative of the petitioners or of such municipality, as the case may be, may be heard briefly by the County Commission in respect to the merits or propriety of the request for such boundary change. The County Commission shall refer such proposed boundary change to the County Planning Advisory Board for review, study, consideration and recommendations.

(Ord. No. 60-42, § 5, 11-29-60)

Sec. 20-6. Consideration by Planning Advisory Board.

(a) The Planning Advisory Board, upon receipt of a petition or resolution referred by the County Commission shall study, review and consider the request for boundary changes embodied therein. The chair of the Planning Advisory Board shall appoint a committee of the Board as well as a chair for such committee for the purpose of studying and making a report and recommendation to the full Board on the boundary change request. In making its recommendation to the full Board, the committee shall utilize the guidelines set forth in subsection (b). The Planning Advisory Board shall conduct a public hearing in respect to such proposed boundary changes and hear from all interested persons and any municipality. The Planning Advisory Board may require the petitioners or the municipality to furnish any additional information, data or instruments deemed necessary or desirable for consideration of such request. The Planning Advisory Board shall give written notice of such public hearing to all owners of property within the area and within six hundred (600) feet thereof. The cost of such notice shall be paid by the individual, group or municipality initiating the proposed change. In notifying area residents of a public hearing to consider an annexation application, written courtesy notices of said public hearing shall be mailed to any adjacent municipality. In the event any municipality other than the municipality initiating the proposed boundary change appears before the Planning Advisory Board claiming to be materially affected by the proposed boundary change, the Planning Advisory Board recommendations shall include the reason the municipality is materially affected, how the municipality's concerns affect the application, and a recommendation on how the Board of County Commissioners should address the materially affected municipality's concern.

Before the Planning Advisory Board studies and reviews the request, the annexation report will be reviewed by the appropriate County personnel. The statements contained in the annexation report pertaining to the quality, quantity, cost and timing of the services the municipality will extend to the areas requested for annexation will be reviewed by the appropriate County department to determine if the services proposed are adequate. The statements pertaining to the financing of the services and analysis of the tax load on the area to be annexed will be reviewed by the Miami-Dade County Budget Officer. Upon completion of these reviews, the entire application will be reviewed in accordance with this section by the Planning Advisory Board and then forwarded to the County Manager's office for review and recommendation prior to submittal to the Board of County Commissioners for their consideration.

(b) The Planning Advisory Board shall make written recommendations to the County Commission concerning such proposed boundary changes. Copies of such recommendations shall be filed with the Clerk of the County Commission, and copies shall be mailed to a representative of the petitioners or the municipality. In evaluating the appropriateness of a boundary change request, the Planning Advisory Board shall consider the guidelines in Section 20-7, as well as whether the annexation:

- (1) will divide a historically recognized community;
- (2) will if approved result in an annexation area that is compatible with existing planned land uses and zoning of the municipality to which the area is proposed to be annexed;

- (3) will, if currently qualified, continue to be eligible for any benefits derived from inclusion in federal or state enterprise zones, or targeted area assistance provided by federal, state and local government agencies;
- (4) will impact public safety response times;
- (5) will introduce barriers to municipal traffic circulation due to existing security taxing districts, walled communities and/or private roads;
- (6) to the degree possible, will be served by the same public service franchises, such as cable and communication services, as the existing municipality, or will it have full access to all available municipal programming through its franchises provider;
- (7) if identified by the federal government as a flood zone or by emergency planners as an evacuation zone, has the annexing municipality indicated its preparedness to address any extraordinary needs that may arise;
- (8) will be connected to municipal government offices and commercial centers by public transportation; and
- (9) to the degree possible, will be contained in one or more school district boundaries governing admission to elementary, middle and high schools as the adjoining municipal area.

(c) The Planning Advisory Board's recommendation to the Board of County Commissioners shall be either:

- (1) Approval of the proposed boundary change;
- (2) Approval of the proposed boundary change on a modified basis;
- (3) Deferral of the proposed boundary change for more information;
- (4) Deferral of the proposed boundary change to permit modification; or
- (5) Denial of the proposed boundary change.

(Ord. No. 60-42, § 6, 11-29-60; Ord. No. 64-21, § 2, 5-19-64; Ord. No. 70-2, § 4, 1-7-70; Ord. No. 95-176, § 1, 10-5-95; Ord. No. 05-86, § 2, 5-3-05; Ord. No. 07-176, § 3, 12-4-07)

Annotation--AO 4-49.

#### Sec. 20-7. Public hearing.

The Clerk of the County Commission, upon receipt of the recommendations of the Planning Advisory Board, shall set the matter of such proposed boundary changes for public hearing at a regular meeting of the County Commission and cause notice of such public hearing to be published in a daily newspaper of general circulation in Miami-Dade County at least once not less than one (1) week prior to the date of such public hearing. Notice of such public hearing shall be furnished to a representative of the petitioner or the municipality initiating the proposed boundary change, to all property owners within the area and within six hundred (600) feet thereof and any adjacent municipality. The cost of such notice shall be paid by the individual, group or municipality initiating the proposed change. At such public hearing, the County Commission shall review and consider the recommendations of the Planning Advisory Board, and shall afford to all interested persons an opportunity to be heard upon the merits and propriety of the proposed boundary changes.

(A) At the conclusion of the public hearing the Board of County Commissioners, in evaluating the appropriateness of a petition for boundary change shall consider the following guidelines:

- (1) The suitability of the proposed boundaries, in conjunction with the existing municipality, provide for a municipal community of interest that is both cohesive and inclusive. The proposed annexation area should:
  - (a) Not divide a U.S. Census Designated Place, to the extent feasible.
  - (b) Include adjacent areas of ethnic minority and lower income residents in which a majority of those residents have so petitioned.
  - (c) Have contiguity and not create any unincorporated enclave area(s). An unincorporated enclave area is defined as an area that would be 1) surrounded on more than eighty (80) percent of its boundary by one (1) or more municipalities and 2) of a size that could not be serviced efficiently or effectively.
  - (d) Have natural or built barriers as boundaries, to the extent feasible, and
- (2) The existing and proposed projected property tax cost for municipal-level services to average homeowners in the area as currently unincorporated and as included as part of the annexing municipality,
- (3) The proposed annexation area is totally contained within the Urban Development Boundary depicted on the future Land Use Plan map of the Miami-Dade County Comprehensive Development Master Plan,
- (4) The impact of the proposal on the revenue base of the unincorporated area, and on the ability of the County to efficiently and effectively provide services to adjacent remaining unincorporated areas,
- (5) The financial impacts of the proposed boundary change on the remaining unincorporated areas of Miami-Dade County. Specifically in order to insure fiscal equity the per capita taxable property value of the proposed annexation area should fall between twenty thousand dollars (\$20,000.00) and forty-eight thousand dollars (\$48,000.00) in order to assure that fiscal viability is maintained in the unincorporated area. The range of per capita taxable value shall not apply to the annexation of unincorporated enclave areas that are surrounded by more than eighty (80) percent of their boundary by one (1) or more municipalities and are of a size that can not be served efficiently or effectively.
- (6) Any other factor that arises by virtue of recommendations of the Boundaries Commission, pursuant to Section 20-30 of the Code.
- (7) Any other factor that arises by virtue of any special or unique circumstances of a given area.
- (8) Whether the proposed annexation excludes areas designated terminals on the County's Adopted Land Use Plan Map; alternatively, if included, the County retains applicable master plan and regulatory authority over any area designated terminals and areas, excluding existing incorporated municipalities, located within one-half ( 1/2) mile surrounding any area designated terminals ("surrounding areas") so as to protect the operations, land uses authorized within such area, and future development of areas designated terminals and surrounding areas located therein.
- (9) Whether the proposed annexation provides that the County retains master plan and regulatory authority over areas designated terminals and surrounding areas to encourage the use of public transportation and urban infill development.
- (B) At the conclusion of such public hearing, the County Commission, in the exercise of its discretion, may deny the requested boundary change, by motion, or may direct the County Attorney to prepare an appropriate ordinance accomplishing the proposed boundary change, which ordinance shall be placed on the official agenda of a subsequent

regular meeting of the County Commission for consideration and adoption on first reading, or the County Commission may defer such requested boundary change for further consideration at a subsequent meeting, at which no public hearing or discussion by others than members of the County Commission shall be required.

(Ord. No. 60-42, § 7, 11-29-60; Ord. No. 70-2, § 5, 1-7-70; Ord. No. 95-176, § 1, 10-5-95; Ord. No. 02-99, § 1, 6-18-02; Ord. No. 05-86, § 2, 5-3-05; Ord. No. 05-112, § 2, 6-7-05; Ord. No. 07-176, § 4, 12-4-07)

Sec. 20-8. Enactment of ordinance changing boundaries.

The enactment of any ordinance providing for changes in municipal boundaries shall be accomplished in accordance with the requirements of Section 1.02 of the Home Rule Charter, this Chapter, and the Rules of Procedure governing meetings of the Board of County Commissioners.

(Ord. No. 60-42, § 8, 11-29-60; Ord. No. 96-39, § 1, 2-20-96; Ord. No. 96-73, § 1, 5-21-96)

**Cross references:** Ordinances changing municipal boundaries, Appendix B.

Sec. 20-8.1. Retention of electric franchise revenues.

Any changes in the boundaries of municipalities involving the annexation of unincorporated areas of the County shall be made subject to the provisions of Ordinance No. 89-81 granting an electric franchise to the Florida Power & Light Company, and shall be effective only upon the condition and with the reservation herein stated that the County shall continue to collect and receive all electric franchise revenues accruing within such annexed areas from the effective date of Ordinance No. 89-81 during the full term of the County franchise in the same manner as though such annexed areas remained a part of the unincorporated areas of the County. Every ordinance enacted to effectuate the annexation of unincorporated areas of the County to a municipality shall expressly set forth such condition, unless the Board of County Commissioners, for good cause, shall waive such condition by two-thirds vote of the entire membership of the board.

(Ord. No. 61-8, § 1, 2-21-61; Ord. No. 97-94, § 2, 6-17-97)

**Editor's note:** Section 20-8.1 was added by Ord. No. 61-8, enacted February 21, 1961, and effective ten (10) days thereafter. Such section was designated as Section 8A of Ord. No. 60-42 and codified as § 20-8.1 by the editor, § 3 of Ord. No. 61-8 providing that the section shall be included in the Code and numbered to conform to the numbering system of the Code.

Sec. 20-8.2. Retention of all utility tax revenues.

Any changes in the boundaries of municipalities involving the annexation of unincorporated areas of the County, and shall be effective only upon the condition and with the reservation that the County shall forever continue to collect and receive all utility tax revenues accruing within such annexed areas in the same manner as though such annexed areas remained a part of the unincorporated areas of the County. Every ordinance enacted to effectuate the annexation of unincorporated areas of the County to a municipality shall expressly set forth such condition.

(Ord. No. 70-84, § 1, 11-17-70)

**Editor's note:** Ord. No. 70-84, § 1, was codified by the editors as § 20-8.2 pursuant to § 3 of said ordinance.

Sec. 20-8.3. Retention of cigarette tax revenues.

Any changes in the boundaries of municipalities involving the annexation of unincorporated areas of the County shall be made subject to the provisions of Ordinance No. 69-7 [Sec. 29-2], imposing an excise tax on the retail sale of cigarettes in the unincorporated area of Miami-Dade County pursuant to the provisions of Article VIII, Section 6(f), Florida Constitution, and Section 210.03, Florida Statutes, and shall be effective only upon the condition and with the reservation that the County shall continue to collect and receive all cigarette tax revenues accruing within such annexed areas in the same manner as though such annexed areas remained a part of the unincorporated areas of the County. Every ordinance enacted to effectuate the annexation of unincorporated areas of the County to a municipality shall expressly set forth such condition.

(Ord. No. 70-85, § 1, 11-17-70)

**Editor's note:** Ord. No. 70-85, § 1, was codified as § 20-8.3 pursuant to § 3 thereof.

Sec. 20-8.4. Retention of garbage and refuse collection and disposal.

Any changes in the boundaries of municipalities involving the annexation of unincorporated areas of the County shall be effective only upon the condition and with the reservation that the County shall either forever continue to collect and dispose of all residential waste in such annexation areas in the same manner as though such annexed areas remained part of the unincorporated areas of the County, unless the authority to collect such waste is delegated by the County to the governing body of the municipality throughout a twenty (20) year interlocal agreement which provides for collection services, and a twenty (20) year interlocal agreement which provides for disposal services in substantially the form approved by Resolution No. R-1198-95. Every ordinance enacted to effectuate the annexation of unincorporated areas of the County to a municipality shall expressly set forth such condition.

(Ord. No. 96-30, § 6, 2-6-96)

Sec. 20-8.5. Annexing Municipality's Responsibilities for Bond Indebtedness.

Any changes in the boundaries of a municipality involving the annexation of unincorporated areas of the County shall be effective only upon the condition that such municipality shall be responsible for (i) its pro-rata share of any County debt outstanding for the area annexed at the time of the annexation; and with respect to any municipality that is part of the Stormwater Utility, debt outstanding for the area annexed at the time the municipality elects to be separated from the Stormwater Utility through an interlocal agreement or by exemption and (ii) its pro-rata share of any refunding of such debt. The municipality's annual pro-rata share of debt service for the annexed area shall be determined by multiplying the total debt service on the outstanding debt in each Fiscal Year by the municipality's percentage share of pledged revenues (revenues pledged by the County to the repayment of the debt). The municipality's percentage share shall be determined by dividing the pledged revenues collected within the annexed area during the County's Fiscal Year in which annexation is executed, and with respect to the Stormwater Utility in the Fiscal Year in which the municipality elects to separate from the

Stormwater Utility district; by the total pledged revenues collected in that same Fiscal Year. It is further provided that the annexation shall be effective only upon the condition that the County continues to collect and distribute the pledged revenues in a manner that is consistent with the requirements of the debt. The requirements of this section shall be the subject of an interlocal agreement between the County and the annexing municipality that shall be adopted by the annexing municipality prior to the County Commission's adoption of any ordinance authorizing a boundary change.

(Ord. No. 05-97, § 1, 5-17-05)

Sec. 20-8.6. Areas and Facilities of Countywide Significance.

(a) Definition. "Areas and Facilities of Countywide Significance" consist of any private or public lands, including surface, subsurface, and appurtenant airspace and improvements thereupon, located in unincorporated Miami-Dade County as of the date of this ordinance that are deemed necessary by the Board of County Commissioners for the coordinated use of lands, development and service delivery within the County to promote the health, safety, order, convenience, prosperity, and welfare of the current and future residents and tourists of this County.

(b) Designation. The Board of County Commissioners hereby designates each of the following lands listed on Exhibit A, as an "Area or Facility of Countywide Significance". Any future designation of lands as an Area or Facility of Countywide Significance may be made by resolution of the Board of County Commissioners, upon a finding that:

- 1) The area or facility is susceptible to substantial change and development that will detrimentally affect the facility or land;
- 2) There is a need for the continued, unimpaired functioning of the area or facility by the greater community and;
- 3) The service provided at or by the area or facility, or at a combination of areas or facilities, is a significant resource to the greater community.

If the Board of County Commissioners determines that an area or facility no longer meets the definition of an "Area or Facility of Countywide Significance" as defined herein, the Commission, by resolution, may relinquish regulatory control to the municipality in which such area or facilities are located.

(c) Regulatory Jurisdiction Over Areas or Facilities of Countywide Significance Reserved to the County. Jurisdiction for purposes of comprehensive planning, zoning and building and other development approvals (including but not limited to land use, site plan approvals, issuance of building permits, building inspections, issuance of certificates of occupancy, zoning applications, special exceptions, variances, building or zoning moratoria, and all other types of functions typically performed by the departments responsible for building, planning and/or zoning), water and sewer installations, compliance with environmental regulations, and utility regulation shall be and are hereby vested in Miami-Dade County regardless of any municipal code, charter, or ordinance provision to the contrary. If an "Area or Facility of Countywide Significance" is located in an area which is sought to be annexed to a municipality or incorporated, the County shall not transfer operation, maintenance, or regulatory jurisdiction of such Area or Facility to a municipality, unless expressly permitted herein.

(d) Applicability. The requirements of this ordinance apply to unincorporated areas annexed after the effective date of this ordinance.

(e) Condition of Annexation. The provisions of this section shall be considered a condition of annexation for any area annexed after the effective date of this ordinance and shall be the subject of an interlocal agreement between the County and the annexing municipality. This interlocal agreement shall be adopted by the annexing municipality prior to the County Commission's adoption of any ordinance authorizing a boundary change.

(Ord. No. 05-141, § 2, 7-7-05)

**Editor's note:** Ord. No. 05-141, § 2, adopted July 7, 2005, amended the Code with the addition of a new section 20-8.5. In order to avoid the duplication of section numbers, the provisions of said ordinance have been included herein as section 20-8.6 at the discretion of the editor.

Sec. 20-8.7. Mitigation on proposed boundary changes.

(a) The Board of County Commissioners may require as a condition of municipal boundary change involving an area that is not revenue neutral, that the municipality shall agree to make an annual mitigation payment to the County's Municipal Services Trust Fund in the Unincorporated Municipal Services Area Budget. The amount of the annual mitigation payment shall be determined by the Board of County Commissioners. For purposes of this section, "a revenue neutral area" is defined as an area that previously, as part of the unincorporated municipal service area, generated revenues equal to or less than the cost of services provided to the area by the County.

(b) In determining whether as a condition of any municipal boundary change the annexing municipality will be required to pay an annual mitigation payment to the County's Municipal Services Trust Fund, the Board of County Commissioners may consider, among other factors deemed appropriate by the Board, whether the proposed annexation will eliminate enclave areas in the unincorporated area.

(Ord. No. 05-142, § 1, 7-7-05)

**Editor's note:** Ord. No. 05-142, § 1, adopted July 7, 2005, amended the Code with the addition of a new section 20-8.5. In order to avoid the duplication of section numbers, the provisions of said ordinance have been included herein as section 20-8.7 at the discretion of the editor.

Sec. 20-9. Election on proposed boundary changes; required.

(a) If a boundary change involves the annexation or separation of an area having two hundred fifty (250) or fewer resident electors, and the area is more than fifty (50) percent developed residential, no proposed boundary change shall be accomplished unless a majority of resident electors voting at such an election approve such boundary change. All costs of such elections shall be paid in advance by the persons, group or municipality initiating the proposed boundary change. If a boundary change involves the annexation or separation of an area having two hundred fifty (250) or fewer resident electors, and the area is less than fifty (50) percent developed residential, the Commission may by ordinance effect the boundary change in accordance with Section 5.04.B of the Home Rule Charter. The determination of whether an area is more or less than fifty (50) percent developed residential shall be made in the sole discretion of the Director of the Department of Planning and Zoning.

(b) In the event that a boundary change involves the annexation or separation of an area of which more than two hundred fifty (250) residents are electors, the Board of County Commissioners, pursuant to Section 5.04(B) of the Home Rule Charter of Miami-Dade County, Florida, may call an election to be held for the purpose of submitting to these electors the question whether the proposed boundary change shall be approved or disapproved. All costs of such elections shall be paid in advance by the persons, group or municipality initiating the proposed boundary change.

(Ord. No. 60-42, § 9, 11-29-60; Ord. No. 64-21, § 3, 5-19-64; Ord. No. 68-83, § 1, 12-17-68; Ord. No. 96-39, § 1, 2-20-96; Ord. No. 96-73, § 1, 5-21-96; Ord. No. 01-168, § 1, 10-23-01)

Secs. 20-10--20-19. Reserved.

Updated 5-1-08



## **Village of Biscayne Park Commission Agenda Report**

**Village Commission Meeting January 7, 2014**

**Date:**

**Subject: Donation of Sculpture**

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

**Sponsored By: Staff**

---

### **Background**

Per the Village of Biscayne Park Gift and/or Donation Policy, the Village Commission shall decide how best to use donation over \$5,000.00, in value. Additionally, the donation of any art work may only be accepted by the Village Commission.

On December 16, 2013, Staff received an offer from resident Charles Ross (11166 Griffing Boulevard) regarding the donation of sculpture art. As presented by the donor, the sculpture would be on loan to the Village for an initial six month period. The donor has stated that his long-term goal is for the Village to retain the sculpture on a permanent basis pending his ability to privately recoup some of his investment from future donors. The donor is suggesting that all funds donated for this piece shall be directed to the Village of Biscayne Park Foundation.

January 7, 2014

Commission Agenda Report

Discussion Regarding Donation of Sculpture

The subject sculpture is by artist Steven Zaluski. The following artist statement is provided via Mr. Zaluski's website (<http://www.zaluskisculpturestudios.com/index.html>):

*....a mid career international artist who creates paintings, mobiles, sculptures, music, performance art installation and videos all around the world. Most of my outdoor sculpture is kinetic, moves in the wind...*

The subject donation is a piece entitled "Play Ball" and is approximately seven feet in height, created with welded aluminum and is kinetic.

### **Fiscal/Budget Impact**

The sculpture will require a base and anchoring mechanism. Additionally, external lighting should be considered. In the case of a previous sculpture donation, the donor provided an artist approved base and anchoring mechanism and the Village provided lighting at a nominal cost.

Upon consultation with the Village's insurance company, it was determined that there would be no additional cost to the Village for inclusion of this item in the Village's insurance policy.

### **Staff Recommendation**

Staff recommends the Village Commission accept the donation of the sculpture. The donor shall be responsible for an artist approved base and anchoring mechanism. Additionally, Staff requests that the Village Commission seek input from one or more advisory board regarding the placement of the sculpture on Village property.

January 7, 2014

Commission Agenda Report

Discussion Regarding Donation of Sculpture

## **Attachments**

- Letter Dated December 16, 2013 from resident Charles Ross
- Image of Proposed Sculpture "Play Ball"
- Village of Biscayne Park Gift and/or Donation Policy

Heidi,

Fred has negotiated an excellent deal on a sculpture (see attached pic) from Steve Zaluski and we have obtained the sculpture. Fred has info about Zaluski and his work and I have pasted a link below.

The cost was \$6,000 for the piece and it has been paid for in order to secure the price. At this point I have paid for it and Fred has offered to reimburse me for half, I have not accepted his offer as of yet.

We would like to lend the sculpture to the Village and in return we and hopefully the Village, the remaining Commissioners and others will assist in soliciting donations and donating funds as well.

#### THE AGREEMENT:

The agreement will be to install it in the Village at a location that is up to your discretion for up to six months while we gather donations to reimburse us for the \$6,000. After 6 months if we are close to getting most of the money back we would likely grant an extension of time. The funds should reside with the BP Foundation in a separate account. If we don't recover the cost to our satisfaction then all funds would be returned to the donors and we would take back the sculpture.

#### THE LOCATION:

The rec center seems to be an ideal spot because of the nature of the sculpture but Griffing park could use another piece. I do have a concern that it may be damaged at the Rec center by either being hit by a flying ball or children trying to sit on it so please take that into consideration.

We would like confirmation that the existing Village insurance will cover the sculpture.

Chuck Ross



VILLAGE OF BISCAYNE PARK  
GIFT AND/OR DONATION POLICY

The Village of Biscayne Park, a municipal corporation, receives tax exempt status as a governmental entity, and any gift made to the Village may be considered a “tax event” gift under the Internal Revenue Code. As such, the donor of any gift or donation to the Village is to receive a “gift receipt.” Additionally, a donor may be required to file IRS Form 8283 for donations/gifts. This form is to be signed by the Village Representative and is to be filed by the donor. The Village Administration shall acknowledge the donors, quarterly.

The Village administration is to maintain an annual, fiscal year, log of all donations or gifts made to the Village. The proposed format for the log is attached as Exhibit A to this policy.

Valuation and Appraisal: There are three points at which gift valuation is important. The first is the valuation of the gift for tax purposes. These rules are clearly established in the Internal Revenue Code. The second is the valuation of the gift for gift credit purposes. Some gifts are recorded at the donor's date of gift value, while others are recorded net of sales costs. The third is the value of the gift on the Village's books, governed in most instances by the Financial Accounting Standards Board (FASB) rules. The most important point is that the valuation on the Village's Books be consistently calculated. The donor should be responsible for any appraisal required for the donor's tax return. The Village may seek an independent appraisal for items valued over \$5,000. For items under \$5,000 the Village may use informal mechanisms to determine estimated value. Such informal mechanisms may include, but not be limited to the use of web sites (i.e.: Kelley's Blue Book, Ebay, or some other Appraisal or valuation website). Attached hereto As Exhibit B is the IRS Publication 561 entitled "Determining the Value of Donated Property." This document is to be used by staff as a guide in determining value of donations. The Village will record a gift received at its valuation for gift purposes on the date of the gift.

The Village shall file IRS Form 8282 upon the sale or disposition of any asset sold within two years of receipt of the donation/gift by the Village when the charitable deduction value of the item is more than \$5,000. The Village is to file this form within 125 days of the date of sale or disposition of the asset.

The donations or gifts are to be made to the Village of Biscayne Park, deposited in the general revenue fund, and to be administered by the Village Manager. The Village Administration will not accept gifts that are too restrictive in purpose. The Village Administration will accept unrestricted gifts, and gifts for specific programs (i.e. for Parks, for Public Works, for a landscape project), provided that the gifts are not inconsistent with the Village's public purpose. Gifts that are too restrictive (too many conditions being imposed by the donor), as it may go against the direction of the Village Council's resolutions, policies, or ordinances, or gifts that are too restricted and difficult to administer, shall be brought to the Village Council for action. An example of a "too restrictive gift would be requiring the purchase of a specific art piece, or a specific item that has not been identified by the Village, or an item micromanaging the funds being donated. The Village Council shall decide whether to accept or reject the gift with the restrictive limitations.

1 There are practical issues relating to the receipt of gifts or donations. The Village  
2 Administration or Village Commission, when applicable, is to determine whether the item  
3 fulfills the mission of the Village, is there a related use or need. Is the item marketable? Are  
4 there any undue restrictions on the use, display, or sale of the property? Are there any material  
5 carrying costs for the property like insurance, maintenance, appraisal for sale purposes,  
6 environmental considerations (ordinarily associated with land donations), etc.  
7

8 The Village Manager is to decide how to best use the donated funds/goods/ or "in kind" goods  
9 or services – for all donations under \$5,000.00, provided the use is for a public purpose. Any  
10 donations to be presented to the Village exceeding \$5,000.00, shall be first presented to the  
11 Village Council, for authorization to accept the donation, gift, or "in-kind" goods or services.  
12 In addition, should the Village Administration be offered (1) any vehicles or items requiring  
13 the registration of title, regardless of the appraised value, or (2) any art work shall be brought  
14 to the Village Council for acceptance. Should the Village receive any Marketable Securities,  
15 annuities, closely held securities, real estate, pooled income funds, oil, gas, and mineral  
16 interests shall be brought to the Village Council for the determination whether to accept the  
17 donation/gift and to determine associated costs, risks, or other considerations relating to same.  
18

19 The Village Commission shall decide how best to use donations over \$5,000, in value.  
20

21 The donations or gifts may not be provided to ensure the passage of any law, resolution, or  
22 contract. The donations or gifts are to be used for a proper public purpose. This policy  
23 requires compliance with section 2-11.1(e)(3), and (g) of the Miami-Dade County Code  
24 relating to gifts and preclusion of exploitation of official positions. Additionally, the Village is  
25 to comply with 112.3148, Florida Statutes relating to procurement and public employees.  
26

27 The term "gift" shall refer to the transfer of anything of economic value, whether in the form of  
28 money, service, loan, travel, real estate, entertainment, hospitality, item or promise, or in any  
29 other form, without adequate and lawful consideration. Food and beverages consumed at a  
30 single sitting or meal shall be considered a single gift, and the value of food and beverage  
31 provided at that sitting or meal shall be considered the value of the gift. The term gift may be  
32 used interchangeably within this policy with the term "donation."  
33

34 The Village Administration is recommended to receive all donations via Check or Money  
35 Order rather than cash (legal tender). If cash is received the Village Administration shall  
36 immediately issue a Donation Gift Receipt and tender the funds to the Finance Director, who is  
37 to sign for the funds and to deposit the funds into the Village's General Fund account.  
38

39 All other gifts of tangible personal property shall be examined in light of the following criteria:  
40 (1) Does the property fulfill the mission of the Village - or the public purpose of the Village?  
41 (2) Is the property marketable? (3) Are there any undue restrictions on the use, display, or sale  
42 of the property? If so, the item should be brought to the Village Commission for action. (4)  
43 Are there any carrying costs for the property? The final determination on the acceptance of  
44 other tangible property gifts shall be made by the Village Manager or Village Commission, as  
45 provided above.  
46

47 Gifts of real estate may include developed, undeveloped property or gifts subject to a prior life  
48 interest. Prior to acceptance of real estate, the Village shall require an initial environmental

1 review of the property to ensure that the property has no environmental damage. In the event  
2 that the initial inspection reveals a potential problem, the Village shall retain a qualified  
3 inspection firm to conduct an environmental audit. The cost of the environmental audit shall  
4 generally be an expense of the donor.

5  
6 When appropriate, a title binder shall be obtained by the Village prior to the acceptance of the  
7 real property gift. The cost of this title binder shall generally be an expense of the donor.

8  
9 Criteria for accepting real property shall include: (1) Is the property useful for the purposes of  
10 the Village? (2) Is the property marketable? (3) Are there any restrictions, reservations,  
11 easements or other limitations associated with the property? (4) Are there carrying costs, which  
12 may include insurance, property taxes, mortgages, or notes, etc., associated with the property?  
13 (4) Does the environmental audit reflect that the property is not damaged?  
14



## **Village of Biscayne Park Commission Agenda Report**

**Village Commission Meeting Date:** January 7, 2014

**Subject:** Village Hall/Log Cabin Renovation

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

**Sponsored By:** Staff

---

### **Background**

In June 2012, the Village submitted a grant application for \$20,000 to the Florida Department of State, Division of Historic Resources under the 2014 Small Matching Grant Program. This program is to complete an architectural/historical study of the log cabin. The Village was included on the list of recommended projects. Funding was allocated by the Legislature to the program at a sufficient level this year and the Village was awarded these funds in July 2013. The match for the grant was the \$20,000 the Village approved under the current FY 2013-2014 budget, the \$20,000 was appropriated under capital improvement. This work is required to be completed by July 31, 2014, by the Department of State, Division of Historic Resources.

In December 2012, the Village submitted a grant application for \$50,000 (minimum grant amount) to the Florida Department of State, Division of Historic Resources under the 2015 Special Category Grants-In-Aid Program. This program is for the actual restoration work of the log cabin. The Village would need to provide for \$50,000 in its FY 2014-2015 budget in order to meet the match requirement. The Village passed

January 7, 2014

Commission Agenda Report

Village Hall/Log Cabin Renovation

a resolution (Resolution 2012-58, dated 12/4/12) to include these funds in its 2014-2015 Budget.

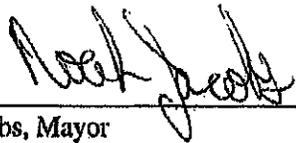
Staff is currently working with the Florida Department of State, Division of Historic Resources in submitting a proposed draft contract from RJ Heisenbottle for the approved scope of work of the small matching grant. The scope of work includes the development of an architectural/historical assessment of the Biscayne Park Historic Log Cabin. Once the approved draft contract is approved by the Division of Historic Resources RJ Heisenbottle can commence the assessment.

### **Attachments**

- Resolution 2012-58
- Historic Preservation Grant Award Agreement Development Projects (matching)

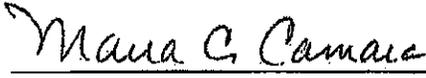


1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23



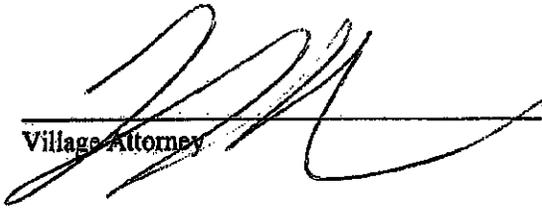
\_\_\_\_\_  
Noah Jacobs, Mayor

Attest:



\_\_\_\_\_  
Maria C. Camara, Village Clerk

Approved as to form:

  
\_\_\_\_\_  
Village Attorney

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

Mayor Jacobs: Yes  
Vice Mayor Cooper: Absent  
Commissioner Anderson: Yes  
Commissioner Ross: Yes  
Commissioner Watts: Yes

**Historic Preservation Grant Award Agreement  
Development Projects (Matching)  
Reimbursement  
S1433**

This AGREEMENT is between the State of Florida, Department of State, Division of Historical Resources, hereinafter referred to as the Department, and the **Village of Biscayne Park**, hereinafter referred to as the Grantee, relative to the **Biscayne Park Historic Log Cabin Restoration Project**, hereinafter referred to as the Project.

The Department is responsible for the administration of grants-in-aid assistance for historic preservation purposes under the provisions of *Section 267.0617, Florida Statutes*. The Grantee has applied for grant-in-aid assistance for the Project. The application, incorporated by reference, has been reviewed and approved in accordance with *Chapter 1A-39 Florida Administrative Code*, which regulates Historic Preservation Grants-in-Aid. Pursuant to Line Item Number 3116, contained in the 2013 – 2014 General Appropriations Act, *SB-1500, Laws of Florida*, the Department enters into this Agreement with the Grantee under grant number S1433, for the purposes as described in Section I. Subject to the limitations set forth in this Agreement, grant-in-aid funds in the amount of **\$20,000 (twenty thousand dollars)** have been reserved for the Project by the Department. The Department and the Grantee agree as follows:

I. The Project shall include the following **Approved Scope of Work**:

This project is for the development of an architectural/historical assessment of the Biscayne Park Historic Log Cabin. Work will include:

- A. Hiring a consultant to conduct an architectural/historical assessment of the building and develop detailed renovation plans.
- B. All work shall be consistent with Secretary of Interior's Standards for Rehabilitation and must be approved by the Division of Historical Resources staff prior to any demolition or construction.
- C. All contracted services shall be procured from a qualified contractor as specified in Attachment A to the Grant Award Agreement and all proposals and contracts for consultant services shall be submitted by the Grantee to the Division for review and approval, prior to the execution of the contract.
- D. Progress and Expenditure Reports will be submitted to the Division; the Final Progress and Expenditure Report is due no later than July 31, 2014.

II. **Approved Project Budget.**

- A. In carrying out individual work items within the Approved Scope of Work, expenditures of grant funds and contributions of match resources shall be consistent with the following **Approved Project Budget**:

Work Item Number	Work Item Description	Grant Amount	Match Amount	Match Type	Total Work Item Cost
1	Architectural/Historic Assessment	\$20,000	\$20,000	Cash	\$40,000
	Total	\$20,000	\$20,000		\$40,000

- B. Should grant expenditures exceed the budgeted grant amount for any work item by more than 20%, the Grantee shall be required to submit a proposal for revision of the Approved Project Budget with a written explanation for the reason(s) for deviation(s) from the original Approved Project Budget to the Department for review and written approval.

- III. The Grantee agrees to administer the Project in accordance with the **GENERAL AND SPECIAL CONDITIONS GOVERNING SMALL MATCHING GRANTS AND THE ADMINISTRATIVE INSTRUCTIONS FOR HISTORIC PRESERVATION PROJECT ACCOUNTABILITY** as outlined in Section IV and V; *Chapter 1A-39, Florida Administrative Code*; and the following specific conditions:
- A. This grant becomes effective on **July 1, 2013** and ends on **June 30, 2014**. This agreement must be signed by the grantee and received in Department offices by **November 15, 2013**, to avoid forfeiture of award. Project initiation (encumbrance of funds), as evidenced by grantee execution of a binding contract for all or part of the Approved Scope of Work in Section I above, shall occur by **December 31, 2013**, except as allowed in C. and D. below. All grant funds and match shall be expended and all project work shall be completed by **June 30, 2014**, except as allowed in E. below.
  - B. The Grantee agrees to submit the Final Products and the "Final Project Progress & Expenditure Report" incorporated herein by reference and available online at [www.flheritage.com/grants](http://www.flheritage.com/grants), as specified in Section VI, Subparagraph B.2., by **July 31, 2014**. No costs incurred prior to July 1, 2013 are eligible for payment from grant funds. No costs incurred after June 30, 2014 are eligible for payment, except as allowed in E. below.
  - C. Encumbrance Deadline Extension: A one-time thirty (30) day extension of the encumbrance deadline may be granted by the Department if requested in writing by the Grantee. To be eligible for this extension, the Grantee must demonstrate to the satisfaction of the Department that encumbrance of grant funding and the required match by binding contract(s) is achievable by January 31, 2014. The Grantee's written request for extension of the encumbrance deadline must be submitted to the Department no later than November 30, 2013. **No further extension of the encumbrance period shall be granted.** Small Matching Grant projects for which full encumbrance of grant funding is not accomplished by the extended encumbrance end date will be terminated by the Department and all grant funds not expended by the Grantee in accordance with the provisions of the Historic Preservation Grant Award Agreement by the extended encumbrance period end date will be reallocated in accordance with *Subsection 1A-39.008(16), Florida Administrative Code*.
  - D. Encumbrance Deadline Exception: For projects not involving contract services (e.g., archaeological or other research projects conducted by universities, projects conducted by staff within State Parks, or small development projects involving repairs undertaken by volunteers), the grantee and the Department shall consult on a case-by-case basis to develop an acceptable encumbrance schedule.
  - E. Grant Period Extension: A one-time thirty (30) day extension of the Grant Period may be granted by the Department if requested in writing by the Grantee. To be eligible for this extension, the Grantee must demonstrate to the satisfaction of the Department that project work is progressing at a rate that completion is achievable within the extended grant period. The Grantee's written request for extension must be submitted to the Department no later than thirty (30) days prior to the termination date of this Historic Preservation Grant Award Agreement. **No further extension of the grant period shall be granted.**
  - F. The Department shall not assume any liability for the acts, omissions to act or negligence of the Grantee, its agents, servants or employees; nor shall the Grantee exclude liability for its own acts, omissions to act or negligence to the Department. The Grantee hereby agrees to be responsible for any injury or property damage resulting from any activities conducted by the Grantee, its agents, servants or employees.
  - G. The Grantee, other than a grantee which is the State or agency or subdivision of the State, agrees to indemnify and hold the Department harmless from and against any and all claims or demands for damages, including attorney fees and court costs, resulting from personal injury, including death or damage to property, arising out of any activities performed under this Agreement, omissions to act or negligence of the Grantee, its agents, servants, or employees and shall investigate all claims at its own expense.
  - H. The Grantee shall designate a Project Manager to serve as liaison with the Department for all administrative requirements set forth in this Agreement. The designated Project Manager for the Project is:

Name:

Candido Losa-Cruz

Title:

Assistant to ManagerPublic Services Director

Mailing Address: 640 NE 114<sup>th</sup> Street  
 City: Biscayne Park Zip Code: 33161  
 Daytime Telephone: 305-899-8000 FAX: (305) 891-7241  
 E-mail: CSOSACRUZ@biscayneparkfl.gov

- I. The Project Schedule shall include but not be limited to the estimated milestone dates of the following date of architect selection, date of execution for architectural and engineering services agreement, date of completion of construction documents, bid date, contractor selection date, date of notice to proceed for construction, and date of substantial completion. It shall be the responsibility of the Grantee to provide Department grants staff with timely update of the Project Schedule if adjustment becomes necessary. Changes to the Project Schedule will require review and approval by the Department. Payment may be requested upon completion of activities as outlined in the Project Schedule and in accordance with approved project budget as outlined in II. A.

1. Project Schedule; Deliverables and Timeline:

First Payment July 1, 2013 to October 30, 2013

- a. Grantee will sign and execute Grant Award Agreement
- b. Grantee will submit to the Department draft contracts and work plans for approval

Second Payment November 1, 2013 to January 31, 2014

- a. Grantee will sign and execute all contracts and fully encumber the project
- b. Grantee will send a news release to local print and electronic media identifying the project's specifics as required in IV.A.1 below
- c. Contractor will initiate documentation of existing conditions

Third Payment February 1, 2014 to March 31, 2014

- a. Contractor will finalize documentation of existing conditions
- b. Grantee/contractor will submit to the Department for approval a completed draft of the building evaluation/historic structures report

Fourth Payment April 1, 2013 to June 30, 2014

- a. Grantee/contractor will submit to the Department a final copy of the building evaluation/historic structures report
- b. Grantee/contractor will submit to the Department for approval the rehabilitation budget cost estimate
- c. Grantee will submit a news release to local print and electronic media upon the successful completion of the project

2. Any proposed modification to the Project Schedule requires review and approval by the Department.

- J. The Grantee shall be solely responsible for all work performed and all expenses incurred in connection with the Project. The Grantee may subcontract as necessary to perform the services set forth in this Agreement, including entering into subcontracts with vendors for services and commodities, provided that such subcontract has been approved in writing by the Department prior to its execution, as specified in Section V, Subparagraph A.3; and provided that it is understood by the Grantee that the Department shall not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.
- K. The Grantee shall submit architectural planning documents to the Department for review and approval on the schedule indicated in Subsection VI.C. Construction documents (plans and specifications) for the project shall be approved in writing by the Department prior to the execution of any contract for construction work.

- L. Projects involving ground disturbance (examples include: historic building or structure relocation, grading and site work, installation of sewer and water lines, subgrade foundation repairs or damp proofing, construction requiring construction of new foundations, installation of landscape materials), the Grantee shall ensure that the following requirements are included in all contracts for architectural and engineering services:
1. The architect or engineer shall ensure the following:
    - (a) Ground disturbance around historic buildings or elsewhere on the site shall be minimized, thus reducing the possibility of damage to or destruction of significant archaeological resources.
    - (b) If an archaeological investigation of the Project site has not been completed, the architect or engineer shall contact the Department for assistance in determining the actions necessary to evaluate the potential for adverse effects of Project ground disturbing activities on significant archaeological resources.
    - (c) Significant archaeological resources shall be protected and preserved in place whenever possible. Heavy machinery shall not be allowed in areas where significant archaeological resources may be disturbed or damaged.
    - (d) When preservation of significant archaeological resources in place is not feasible, a mitigation plan shall be developed in consultation with and approved by the Department's Compliance Review Section (contact information available online at [www.flheritage.com](http://www.flheritage.com)). The mitigation plan shall be implemented under the direction of an archaeologist meeting the Secretary of the Interiors' Professional Qualification Standards for Archeology (available online at [www.nps.gov/history/local-law/arch\\_stnds\\_9.htm](http://www.nps.gov/history/local-law/arch_stnds_9.htm)).
    - (e) Documentation of archaeological investigation and required mitigation actions shall be submitted to the Compliance Review Section for review and approval. This documentation shall conform to the *Secretary of the Interior's Standards for Archaeological Documentation*, available online at [www.nps.gov/history/local-law/arch\\_stnds\\_7.htm](http://www.nps.gov/history/local-law/arch_stnds_7.htm), and the reporting standards of the Compliance Review Section set forth in *Chapter 1A-46, Florida Administrative Code*.
  2. With prior written approval from the Department, archaeological consulting services costs required to identify and evaluate archaeological resources in areas of ground disturbance, and required to carry out the provisions of an approved mitigation plan, will be eligible for grant expenditure or contribution to the required match.
- M. The Grantee agrees that all acts to be performed by it in connection with this Agreement shall be performed in strict conformity with all applicable laws and regulations of the State of Florida.
- N. The Grantee shall coordinate consultation between its professional consultants and appropriate Department staff representatives as necessary to assure mutual understanding of and agreement on the objectives, requirements, and limitations of the Project in relation to the State Historic Preservation Program.
- O. Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. The Grantee shall not charge the Department for any travel expense without the Department's prior written approval. Upon obtaining the Department's written approval, the Grantee shall be authorized to incur travel expenses for airfare, vehicle rental, mileage and lodging to be reimbursed in accordance with *Section 112.061, Florida Statutes*. Per diem for meals is not an allowable grant expenditure or contribution to the required match.
- P. The Grantee recognizes that the State of Florida, pursuant to *Section 212.08(6), Florida Statutes*, is not required to pay taxes on any goods or services that may be provided to it pursuant to this Agreement.
- Q. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. In the event that the state funds on which this Agreement is dependent

are withdrawn, this Agreement is terminated and the Department has no further liability to the Grantee beyond that already incurred by the termination date. In the event of a state revenue shortfall, the total grant shall be reduced in proportion to the revenue shortfall.

- R. All project work must be in compliance with the **Secretary of the Interior's Standards** available online at [www.nps.gov/history/standards.htm](http://www.nps.gov/history/standards.htm).
- S. The Department shall not be liable to pay attorney fees, interest, late charges and service fees, or cost of collection related to the grant.
- T. The products of the Project must be the original work of the Grantee or its consultants. If the work of others is used as background information, it shall be appropriately credited to the originator.

#### IV. General and Special Conditions Governing Grants

All expenditures in connection with projects approved for assistance under the historic preservation grant program are subject to the provisions of *Chapter 267, Florida Statutes*; the *National Historic Preservation Act of 1966*, as amended; other applicable State and Federal laws, rules and regulations; the general conditions listed below; and special conditions attached to the Agreement.

##### Applicability

These conditions are applicable to the Grantee and to any consultants, contractors, or employees to which grant-in-aid funds are paid (including but not limited to architects, engineers, archaeologists, historians, contractors, construction managers, suppliers, vendors, etc.). Failure by the Grantee to comply with the conditions of grant assistance will be considered to be noncompliance.

##### A. General Conditions

1. **Grantee Publicity Requirements.** In order to insure a wide public awareness of local preservation projects and historic preservation in general, the Grantee shall meet the following requirements regarding publicity of the project:
  - a. At the outset of the project, a news release shall be sent by the Grantee to local print and electronic media identifying the project's specifics including the source(s) of grant funds, name of the project, nature of the project, and its benefits to the community. A copy of the news release(s) shall be submitted to the Department.
  - b. Upon completion of the project, the Grantee shall issue another news release to local print and electronic media.
  - c. There shall be an effort on the part of the Grantee to encourage publication of one or more feature stories on the Grantee's project by a newspaper, magazine or television program of at least local circulation. The Grantee shall provide the Department with a copy of any ensuing articles or a written statement identifying the date and network of any television broadcast(s). In the event that such efforts are unsuccessful, the Grantee shall provide the Department with copies of correspondence with newspapers, magazines or television stations indicating the Grantee has requested such a feature story, or written certification from the Grantee to the Department that such an effort was made.
  - d. During the course of the project, the grantee is encouraged to inform elected officials, including state officials, mayors, and city and county commissions, by letter of the nature and benefits of the project.
  - e. In the case of rehabilitation or restoration projects, the Grantee should also make an effort, where appropriate in the judgment of the Grantee, to publicize the project and the source of grant assistance (at any stage of the project) to the community through a dedication or other public ceremony of some nature.
  - f. **State Funded Projects:** All news releases and promotional materials relating to State funded projects shall contain acknowledgment of grant assistance, substantially as follows (reference:

*Section 286.25, Florida Statutes): This project [publication] has been financed in part with historic preservation grant assistance provided by the Bureau of Historic Preservation, Division of Historical Resources, Florida Department of State, assisted by the Florida Historical Commission.*

2. **Amendments to the Historic Preservation Grant Award Agreement.** All amendments to the Historic Preservation Grant Award Agreement for the project shall be in writing and fully executed by both parties. Amendments will be prepared by the Department, either at its own initiative or upon approval of the written request of the Grantee.
3. **Changes in Approved Scope of Work.** The Grantee may not, without formal amendment of the Historic Preservation Grant Award Agreement, make changes in the scope of the project that would be inconsistent with the Approved Scope of Work as stipulated in Section I. of the Historic Preservation Grant Award Agreement or make any changes that might result in a deviation from the intent of the legislation that authorized the award of the grant. In the event of uncertainty, questions should be referred to the Department for final determination.
4. **Project Supervision.** The Grantee will assure that competent and adequate professional supervision and inspection are provided and ensure that the completed work conforms to the approved standards and specifications.
5. **Conflict of Interest.** The Grantee shall comply with the laws of the State of Florida governing conflict of interest and standards of ethical conduct. In addition, no grantee official, employee, or consultant who is authorized in his or her official capacity to negotiate, make, accept, approve, or take part in decisions regarding a contract, subcontract, or other agreement in connection with a grant assisted project shall take part in any decision relating to such contract, subcontract or other agreement in which he or she has any financial or other interest, or in which his or her spouse, child, parent or partner, or any organization in which he or she is serving as an officer, director, trustee, partner, or employee of which he or she has or is negotiating any arrangement concerning employment has such interest. Grantees shall avoid circumstances presenting the appearance of such conflict. Furthermore, the spouse, child, parent, or partner of an officer, director, trustee, partner, or employee of the grantee shall not receive grant funds unless specifically authorized in writing by the Department prior to expenditure of said grant funds.
6. **Dual Compensation.** If a Grantee staff member or consultant is involved simultaneously in two or more projects supported by State or Federal funds, and compensation on either project is based upon percentage of time spent, he or she may not be compensated for more than 100 percent of his/her time during any part of the period of dual involvement.
7. **Contingent Fees.** No person, agency, or other organization may be employed or retained to solicit or secure a grant or contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee. For breach or violation of this prohibition, the Department shall have the right to annul the grant without liability or, at its discretion, to deduct from the grant or otherwise recover the full amount of such commission, percentage brokerage or contingent fee, or to seek such other remedies as may be legally available.
8. **Use of Individual Consultants.** No project funds shall be used for the payment of fees to individual consultants without the written authorization of the Department. The procurement of individual consultant services must be justified and documented in accordance with the Administrative Instructions for Historic Preservation Project Accountability contained in Section V. In no case will consultant fees over and above regular salary be paid to employees of the Grantee organization or of professional firms or organizations whose services have been properly procured by the Grantee for the project. The Grantee will not use any project funds to pay travel expenses of employees of the Florida Department of State or Federal government for lectures, attending program functions, or any other activities in connection with the project.
9. **Civil Rights Compliance.** The Grantee will assure that the project is administered in conformance with the *Civil Rights Act of 1964*, Section 504 of the *Rehabilitation Act of 1973*, and the *Age Discrimination Act of 1975*, as amended. Title VI of the *Civil Rights Act of 1964* states that no person will, on the grounds of race, color, religion, sex or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving Federal

financial assistance. Section 504 of the *Rehabilitation Act of 1973* requires that no qualified disabled individual is solely, by reason of disability, excluded from participation in, denied the benefits of, or subjected to discrimination under any program or activity receiving Federal financial assistance. The *Age Discrimination Act of 1975* prohibits discrimination on the basis of age under any program or activity receiving Federal financial assistance. Every grantee is required to submit a Civil Rights Assurance of Compliance Form. No grant awards may be made without a Civil Rights Assurance of Compliance Form on file.

10. **Discrimination in Employment Prohibited.** In all hiring or employment in connection with the project, each employer (1) will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, or national origin, and (2) will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, sex, age, or national origin. In addition, no qualified person shall, on the basis of disability, be subject to discrimination in employment in the grant assisted project. These requirements apply to, but are not limited to, the following: employment, promotion, demotion or transfer; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Grantee and its consultants or contractors will comply with all applicable statutes and Executive Orders on equal employment opportunity and grant awards will be governed by the provisions of all such statutes and Executive Orders, including enforcement provisions.
11. **Religious Institutions.** If the project involves a place of worship or faith-based organization or property, the Grantee will assure that neither the execution of nor the public benefit resulting from the project require involvement or participation in religious services or activities.
12. **Political Activities.** No expenditure of project funds may be made for the use of equipment or premises for political purposes, sponsoring or conduction of candidate's meeting(s), engaging in voter registration or voter transportation activity, or other partisan political activities.
13. **Hatch Act.** No officer or employee of the State whose principal employment is in connection with any activity which is financed in whole or in part with grant assistance shall take part in any of the political activity proscribed in the *Hatch Political Activity Act, 5 USC 1501 et. seq.*, as amended, with its stated exceptions.
14. **Lobbying Activity.** No part of the project funds shall be used, either directly or indirectly, to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a Member of Congress or the State Legislature, to favor or oppose, by vote or otherwise, any legislation or appropriation by Congress or the State Legislature, whether before or after the introduction of any bill or resolution proposing such legislation or appropriation, as proscribed in *18 USC 1913*.
15. **Safety Precautions and Liability.** The Department assumes no responsibility with respect to accidents, illness, or claims arising out of any work performed under a grant supported project. The Grantee is expected to take necessary steps to insure or protect itself and its personnel and to comply with the applicable local, State or Federal safety standards, including those issued pursuant to the *National Occupational Safety and Health Act of 1970 (see 20 CFR 1910)*.
16. **Reports, Records, and Inspections.** The Grantee will submit financial, project progress, evaluation, and other reports as required by the Department and will maintain such property, personnel, financial, and other records and accounts as are deemed necessary by the Department to assure proper accounting for all program funds. The Grantee, its consultants and contractors will permit on-site inspections by Department representatives and will effectively require employees to furnish such information as, in the judgment of the Department representatives, may be relevant to a question on compliance with grant conditions and the effectiveness, legality, and achievements of the program.
17. **Examination of Records.** The Secretary of State of the State of Florida and the State Auditor General, or any of their duly authorized representatives, shall have access for the purpose of financial or programmatic audit and examination to any books, documents, papers, and records of the Grantee that are pertinent to the grant at all reasonable times during a period of five years following completion of the project, or until all claims or audit findings have been resolved.

18. **Disclosure of Information.** The Historic Preservation Grant Award Agreement may be canceled by the Department without prior notices for refusal by the Grantee to allow public access to all documents, papers, letters or other material relating to the project, in accordance with the provisions of *Chapter 119, Florida Statutes*, and with the *Freedom of Information Act, 5 USC 552* as amended by *Public Law No. 104-231, 110 Stat. 3048*.
  19. **Compliance with Environmental Protection Laws and Regulations.** No project funds shall be used for project work involving ground disturbance, modification of land use patterns, new construction, or other known or potential alteration of the natural environment that does not conform to State and Federal laws and regulations relating to protection of the natural environment, including but not limited to the *National Environmental Policy Act of 1969*, as amended, *42 USC 4321 et. seq.*, establishing national policy goals and objectives for protecting and enhancing the environment.
  21. **Energy Conservation.** The Grantee shall promote energy conservation and utilize to the maximum extent practicable the most energy efficient equipment, materials, construction methods, and operating procedures available in the accomplishment of project work.
  22. **Convict Labor.** The Grantee or its contractors may utilize the labor of State prisoners in authorized work release, parole or probation programs in the accomplishment of work. In accordance with *Executive Order 11755*, as amended no person undergoing a sentence of imprisonment at hard labor shall be employed on grant assisted project work. Convict labor shall be recorded in the Project Progress & Expenditure Report and shall be supported by a signed statement from the supervising individual, attesting to the number of laborers and the number of donated hours.
  23. **Minority Businesses.** The Grantee shall encourage greater economic opportunity for minority business enterprises, as defined in *Section 288.703, Florida Statutes*, in accomplishment of project work. To the maximum extent possible, the Grantee and its consultants or contractors will take affirmative steps to assure that minority businesses are used as sources of supplies, equipment, construction, and services. Affirmative steps shall include but not necessarily be limited to the following:
    - a. Inclusion of qualified minority businesses on solicitation lists;
    - b. The assurance minority businesses are solicited whenever they are identified as potential sources;
    - c. The division of total requirements, when economically feasible, into small tasks; or quantities to permit maximum participation of minority businesses;
    - d. The establishment of reasonable delivery schedules when feasible, so as to encourage participation by minority businesses; and
    - e. Utilization of the services and assistance of the Small Business Administration and the Minority Business Development Agency of the U.S. Department of Commerce.
- B.** The following special conditions apply to grant assisted projects involving the acquisition, preservation, protection, restoration, rehabilitation, stabilization, or construction of a site, building, structure, or object.
1. **Accessibility for the Disabled.** The Grantee shall ensure that the grant assisted property meets the requirements of the *Americans with Disabilities Act, Public Law 101-336; Section 25.21, Florida Statutes*; and *Part II, Chapter 553, Florida Statutes* regarding accessibility for the disabled. Specifications for project work must conform to the *Specifications for Making Buildings and Facilities Accessible to, and Usable by, the Physically Handicapped* published by the American National Standards Institute and the *Secretary of the Interior's Standards for Rehabilitation*.
  2. **Project Identification Sign.** When grant assistance is provided for acquisition or development work, a project identification sign will be displayed in a prominent location at the project site while project work is in process. The sign must be a minimum of eight (8) square feet in size (usually 2x4 feet), be constructed of plywood or other durable material, and identify the project and source of grant support. Any variation in the above specifications must be approved by the Department. The sign shall contain the following acknowledgment of grant assistance:

*This project has been financed in part with Historic Preservation Grant assistance provided by the Bureau of Historic Preservation, Division of Historical Resources, Florida Department of State, assisted by the Florida Historical Commission.*

The costs of preparation and erection of the project identification sign are allowable project costs; routine maintenance costs of signs are not allowable. A photograph of the project identification sign at the project site shall be submitted to the Department.

## **V. Administrative Instructions for Historic Preservation Project Accountability**

These instructions are intended to assist historic preservation grant recipients in meeting the accounting and public benefit requirements of the historic preservation grants-in-aid programs administered by the Department.

### **Grantee Administrative and Reporting Requirements**

Grantees are responsible for maintaining financial records and project progress reports as outlined below. These records and reports shall be retained for a period of five (5) years following completion of the project, or until such time as any litigation, claims, or audit questions arising from examination or audit initiated prior to expiration of the five year period are finally resolved.

All Grantee project records and reports are subject to public disclosure under the provisions of *Chapter 119, Florida Statutes*, and the *Freedom of Information Act, 5 USC 552* as amended by *Public Law 104-231, 110 Stat. 3048*.

- A. Financial Records.** Financial records must be adequate to account for the receipt and expenditure of all project funds, and to demonstrate compliance with required procedures. Grantee financial records are subject to audit by State auditors. Inadequate, incomplete or incorrect project financial records may result in ineligibility for grant assistance. Financial records shall include, but are not limited to:
1. **Documentation of Project Expenditures.** Project expenditures are direct cash value project costs that are reimbursable, are paid for using grant assistance provided by the Department, and cash value or in-kind contributions to the required match. Department grant assistance is authorized for payment of 50% of allowable project costs, within the dollar limits of the grant, as specified in the Historic Preservation Grant Award Agreement. Grantee financial records shall include complete documentation pertaining to the application for grant assistance, the award of the grant, the Historic Preservation Grant Award Agreement, and the receipt and deposition of grant funds.
  2. **Match.** Match may be provided in the form of cash expenditures or the value of materials and services donated in-kind for use in the direct accomplishment of authorized project. Match may be derived from any other sources available to the grantee, with the following exceptions: (a) Funds from other Federal funding programs cannot be used to match grant assistance funds derived from the Federal Historic Preservation Fund apportionment to the State of Florida. (This restriction does not apply to Community Development Block Grants, Urban Development Action Grants, or Revenue Sharing Funds). (b) State funds from grants awarded by any division within the Department cannot be used to match grant assistance from funds appropriated by the Florida Legislature.
    - a. Grantee financial records shall clearly identify the source, amount, and date of receipt of all cash funds and donated values applied to the project. Receipts shall be recorded as they occur.
    - b. Donated services shall be valued at the Federal minimum wage rate, unless the services donated are those normally provided by the donor in his or her profession or trade, in which case they may be valued at rates consistent with those paid for similar work in the local labor market area.
    - c. Donated materials shall be valued at the donor's cost or the fair market value at the time of donation, whichever is less.
  3. **Required Procurement Procedures for Obtaining Goods and Services.** The Grantee shall provide maximum open competition when procuring goods and services related to the grant-assisted project. Every effort must be made to use small business firms, minority owned firms, women's business enterprises, and labor surplus areas.

- a. **Instructions for Procurement of Goods and Services for Smaller Projects (Including Professional Services and Construction) for Individual Purchases or Contract Amounts not exceeding \$20,000.** For individual purchases or contract amounts not exceeding \$20,000, the Grantee must use the applicable procurement method described below:
- (1) **Small Purchase Procedures I (Purchases Up to \$2,500).** Procurement of goods and services where individual purchases do not exceed \$2,500 do not require competition and may be conducted at the Grantee's discretion.
  - (2) **Small Purchase Procedures II (Purchases or Contract Amounts Between \$2,500 and \$20,000).** Goods and services costing between \$2,500 and \$20,000 require informal competition and may be procured by purchase order, acceptance of vendor proposals, or other appropriate procurement document, provided that the Grantee:
    - (a) Receive written or documented verbal quotes or proposals from two (2) or more competitors;
    - (b) Develop and implement a process for evaluating proposals and document application of that process for selection (e.g., for construction work, your selection may be based on the lowest responsible proposal amount, while for professional services, selection should be based on task-specific criteria and committee review and ranking of proposals).
    - (c) Provide prospective vendors with a basic description of the goods and services required; and
    - (d) Secure written approval from the Department prior to acceptance of proposal or execution of contract.
- b. **Instructions for Procurement of Goods and Services (Including Architectural, Engineering and other Consultant Services) for Contracts Exceeding \$20,000.** For individual contract amounts exceeding \$20,000, the Grantee must use the applicable procurement method described below:
- (1) **Competitive Selection (\$20,000 - \$35,000).** Goods and services greater than \$20,000 but less than \$35,000 must be procured in the following manner:
    - (a) For procurement of professional services, solicit written qualifications submissions from two (2) or more competitors;
      - (i) Identify all significant evaluation factors and their relative importance in the request for qualifications.
      - (ii) Indicate in solicitation that public funds are involved.
      - (iii) Develop and distribute detailed project specifications with the solicitation.
      - (iv) Establish a review committee to evaluate and rank qualification submissions;
      - (v) Select the most qualified competitor based on the established evaluation criteria (Option: Conduct an initial ranking to "short list" competitors and interview the top three for final ranking);
      - (vi) Enter into contract negotiations with the top ranked competitor. If negotiations are unsuccessful with this competitor, proceed to the next ranked competitor.
    - (b) For procurement of goods and services other than professional services, solicit written quotes from two (2) or more competitors;
      - (i) Indicate in solicitation that public funds are involved.

- (ii) Develop and distribute detailed project specifications with the solicitation.
  - (iii) Select the responsible and responsive vendor that submits the lowest responsive bid.
  - (iv) Draft contract which incorporates the vendor's proposal and the detailed project specifications referenced in ii. above.
- (c) Secure written approval from the Department **prior to execution of contract.**
- c. **Competitive Negotiation (\$35,000 and up) for Architectural, Engineering, Landscape Architecture, Surveying and Mapping Services Only.** Architectural, engineering, landscape architecture, surveying and mapping services in excess of \$35,000 must be procured in the following manner. For procurement of all other types of goods and services in excess of \$35,000, see d. and e. below.
- (1) Advertise with a Request for Qualifications (RFQ) to secure qualification submittals for professional services from two or more competitors;
    - (a) Publicize the request through notices in local newspapers of general circulation or trade journals, in addition to individual solicitations.
    - (b) Identify all significant evaluation factors and their relative importance in the request for qualifications.
    - (c) Indicate in RFQ that public funds are involved.
  - (2) Establish a review committee to evaluate and rank qualification proposals;
  - (3) Conduct an initial ranking based on the established evaluation criteria to "Short list" competitors and interviews the top three for final ranking;
  - (4) Post ranking and intent to enter into contract with the top ranked competitor for 72 hours before initiating contract negotiations.
  - (5) Enter into contract negotiations with the top ranked competitor. If negotiations are unsuccessful with this competitor, proceed to the next ranked competitor;
  - (6) Secure written approval from the Department **prior to execution of contract.**

**Please Note:** Departments or agencies of the state and units of county, municipal or other local government must always procure professional architectural, engineering, landscape architectural, or land survey and mapping services in accordance with the provisions of the *Consultants Competitive Negotiations Act*, Section 287.055, Florida Statutes.

- d. **Instructions for Procurement Using Competitive Sealed Bids (Procurement of Commodities and Services Exceeding \$35,000).** Except as noted in 3.a. and 3.b. above, and 3.e. below, contracts for procurement of commodities and services (exclusive of architectural, engineering, landscape architecture, surveying and mapping services) shall be undertaken on the basis of sealed bids.
- (1) Sealed bids shall be solicited through formal advertisement in a newspaper of local or area circulation including:
    - (a) A statement of the contractual services required, and notice of the time and place of public bid opening;
    - (b) Instructions on how to obtain detailed bid documents or procurement specifications (which must include all contractual terms and conditions applicable to the procurement); and
    - (c) A statement that public funds are involved.

- (2) Select the responsible and responsive vendor that submits the lowest responsive bid.
  - (3) Post ranking and intent to enter into contract with the selected vendor for 72 hours before formalizing selection.
  - (4) Draft contract which incorporates the vendor's offer and the detailed project specifications referenced in (2) above.
  - (5) Secure written approval from the Department **prior to execution of contract.**
- e. **Instructions for Procurement Using Competitive Sealed Proposals (Procurement of Goods and Services Exceeding \$35,000).** This process shall be used for procuring consultant services other than architectural, engineering, landscape architecture, surveying and mapping (see 3.c. above) exceeding \$35,000.
- (1) The request for proposals must include a statement of the contractual services required; the time and date for the receipt of proposals and of the public opening;
  - (2) All contractual terms and conditions applicable to the procurement shall be included in the request for proposals, including the proposal evaluation criteria, which shall include, but need not be limited to, price, to be used in determining acceptability of the proposal. The relative importance of price and other evaluation criteria shall be indicated.
  - (3) Post ranking and intent to enter into contract with the selected vendor for 72 hours before formalizing selection.
  - (4) A contract will be awarded to the responsible and responsive vendor whose proposal is determined to be the most advantageous to the Grantee, taking into consideration the price and the other criteria set forth in the request for proposals. The contract file shall contain documentation supporting the basis on which the award is made.
  - (5) Secure written approval from the Department **prior to execution of contract.**
- f. **Qualification of Contractors.** It is essential that the project be supervised and carried out by personnel possessing training and experience appropriate to the nature of the project. Grantees shall require, as a part of the bid or proposal package submitted by prospective contractors, documentation of the professional qualifications of the key personnel to be employed. Such documentation shall include, but not be limited to:
- (1) Resumes of academic training and employment in the applicable field;
  - (2) Evidence of possession of required licenses or business permits; and
  - (3) Evidence of any previous experience in projects of a similar nature, especially projects requiring compliance with the standards cited in Section III. Paragraph T. of the Historic Preservation Grant Award Agreement.
- g. **Contract Provisions.** In addition to provisions defining a sound and complete procurement contract, the Grantee shall ensure that the following contract provisions or conditions are included in all procurement contracts and subcontracts relating to the project (also refer to Section VII. Paragraph A. of the Agreement):
- (1) Contracts other than small purchases shall contain provisions or conditions which will allow for administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate.
  - (2) All contracts shall contain suitable provisions for termination by the Grantee, including the manner by which it will be effected and the basis for settlement. In addition, such contracts shall describe conditions under which the contract may be terminated for default as well as

conditions where the contract may be terminated because of circumstances beyond the control of the contractor.

- (3) All contracts and subcontracts awarded by the Grantee and its primary contractors shall assure equal employment opportunity.
- (4) All contracts (except those awarded by small purchases procedures) awarded by grantees shall include a provision to the effect that the Grantee, the Department, or any of their duly authorized representatives shall have access to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract, for the purpose of making audit, examination, excerpts, and transcription. Grantees shall require contractors to maintain all required records for five years after grantees make final payments and all other pending matters are closed.

**h. Contract Pricing**

- (1) Procurement by small purchase procedures or competitive negotiation methods may be priced on either a fixed-fee or cost reimbursable basis.
- (2) Procurement by the competitive sealed bid method shall be priced on a firm-fixed-fee basis.
- (3) Contracts for goods and services based on cost-plus-percentage-of-cost or percentage-of-construction-cost contracts are **not allowable** for grant-assisted work.

**i. Procurement Documentation to be Submitted to the Department.** The Grantee shall submit the following items to the Department as evidence of compliance with procurement procedures **prior to the execution of any contract** for project work:

- (1) Copies of the solicitation for proposals or invitation to bid and all applicable bid documents, including construction plans and specifications, if required - to be submitted upon distribution or publication;
- (2) A summary of proposals or bids received and the basis for professional, consultant or contractor selection - to be submitted upon completion of the selection process; and
- (3) A copy of the contract - to be submitted for review and approval by the Department **prior to execution**. A copy of the executed contract is to be submitted to the Department following approval and execution.

**B. Project Progress and Expenditure Reports.** The Grantee shall submit a Project Progress & Expenditure Report (incorporated herein by reference and available online at <http://www.flheritage.com/grants/>) to the Department at the end of each quarter within the grant period except for the final quarter in which the Grantee shall instead submit a Final Project Progress and Expenditure Report. Project Progress and Expenditure Reports must be submitted quarterly for the duration of the project, or whether funds have been expended.

Expenditures shall be in compliance with the state guidelines for allowable project costs as outlined in the Department of Financial Services' Reference Guide for State Expenditures, which are incorporated by reference and are available online at [http://www.myfloridacfo.com/aadir/reference\\_guide/](http://www.myfloridacfo.com/aadir/reference_guide/).

**2. Determination of Allowable Project Costs.** The total project cost submitted by the Grantee might contain expenditures that are not allowable in determining the eligible costs in accordance with the provisions of the Agreement. The Department will review each Project Progress and Expenditure Report, and make its determination of the eligible expenditures on the basis of the following criteria:

**a. Allowable Project Costs.** Allowable project costs shall include:

- (1) Costs incurred by contract for procurement of goods and services consistent with the Approved Scope of Work in Section I of the Agreement;
- (2) Costs incurred by properly documented small purchase procedures;

- (3) Costs incurred by the Grantee for the following items applied directly to elements of the Approved Scope of Work in Section I. of the Agreement:
- (a) Accounting: the cost of establishing and maintaining interest-bearing financial accounts directly relating to the Project;
  - (b) Auditing: audit costs only as required by the Florida Single Audit Act (see Section VII. of the Agreement and Attachment A hereto).
  - (c) Communications: specific charges for telephone, telegraph, or other communications services;
  - (d) Employee salaries and benefits (only if included in the original grant application for the Project and only if documented by the Grantee to be specifically applicable to one or more items within the Approved Scope of Work);
  - (e) Materials and supplies;
  - (f) Procurement services: the cost of advertising, solicitation, processing, and administration of procurement contracts;
  - (g) Reproduction: the cost of limited reproduction of reports, forms, and project documents; and
  - (h) Travel: Travel costs will be allowed only if requested and approved during the application review process and if included in the Approved Scope of Work. If travel is approved, the Grantee shall be authorized to incur travel expenses for airfare, vehicle rental, mileage and lodging to be reimbursed in accordance with *Section 112.061, Florida Statutes*. *Per diem* or other reimbursement for meals is not an allowable grant expenditure.
- (4) The properly documented value of donated services and materials (see Subparagraph 3.(c) below).
- (5) The properly documented value of volunteer services directly relating to the accomplishment of the Project (volunteer work must be for one or more items included in the Approved Scope of Work – see Subparagraph 3.a. below).
- b. **Non-allowable Project Costs.** Costs not allowable as grant-assisted work or match contribution shall include:
- (1) Expenditures for work not included in the Approved Scope of Work included in the Agreement;
  - (2) Costs of goods and services not procured in accordance with required procurement procedures;
  - (3) Expenses incurred or obligated prior to or after the grant period (exception: emergency repairs as approved by the Division consistent with subsection 1A-39.009(3) of rule 1A-39, F.A.C.);
  - (4) Expenditures for work not consistent with the applicable preservation standards (see Section II, Paragraph T);
  - (5) Expenditures for Furniture and Equipment unless specifically authorized as a part of a grant project and included in the Approved Scope of Work;
  - (6) Expenses associated with lobbying or attempting to influence federal, state, or local legislation, the judicial branch, or any state agency;

- (7) Private entertainment, food, beverages, plaques, awards, or gifts;
  - (8) Costs or value of donations or in-kind contributions not documented in accordance with the provisions of the Historic Preservation Grant Award Agreement;
  - (9) Project Administrative Expenditures, which exceed 10% of the grant award amount;
  - (10) Costs for projects having as their primary purpose the fulfillment of federal or state historic preservation regulatory requirements, specifically, costs of consultation and mitigation measures required under Section 106 of the *National Historic Preservation Act of 1966*, as amended through 2000, or under section 267.031, *Florida Statutes*;
  - (11) Projects which are restricted to private or exclusive participation, which shall include restricting access on the basis of sex, race, color, religion, national origin, disability, age, handicap, or marital status;
  - (12) Grantee operational support (i.e., organization salaries, travel, supplies) (Note: project-specific travel costs may be allowed if requested and approved during the application review process and if included in the Approved Scope of Work);
  - (13) Vehicular circulation and parking (Exception: provision of code-required handicapped parking pad and walkway);
  - (14) Sidewalks, landscape features, planting, irrigation systems and site lighting (Exception: sidewalk required to link code-required handicapped parking pad to the accessible entry, planting required to halt erosion, and limited site lighting required for security, if included in the Approved Scope of Work);
  - (15) Capital improvements to non-historic properties;
  - (16) Capital improvements to the interior of religious properties (Exception: repairs to primary elements of the structural system. Examples include: foundation repairs, repairs to columns, load bearing wall framing, roof framing, masonry repairs, and window and exterior door repairs);
  - (17) Code-required accessibility improvements for religious properties;
  - (18) Insurance costs (Exception: costs for builder's risk, workers compensation and contractor's liability insurance);
  - (19) Purchase of equipment (other than equipment incorporated as capital improvements into a historic building during restoration or rehabilitation, and equipment required for a museum exhibit). If special equipment is required only for the grant period to complete the Project and said equipment is included in the Approved Scope of Work for the Project as an eligible grant expense, it shall be rented for the grant term; and
  - (20) Grantee shall comply with Section 216.348, Florida Statutes, as applicable to the project.
3. **Documentation of Expenditures.** Each quarterly Project Progress and Expenditure Report and the Final Project Progress and Expenditure Report must include documentation of payment for each cash expenditure claimed during the reporting period.
- a. Grantees shall provide a detailed listing of each expenditure in the Cash Expenditure section of these reports, which contain the following information:
    - (1) Check number; or if a cash payment, a copy of the paid receipt must be submitted;
    - (2) Check date or date of cash expenditure; expenditures overlapping the grant period must be prorated;

- (3) The name of the payee or vendor for each expenditure paid by cash or check;
  - (4) The expenditure amount;
  - (5) The Approved Scope of Work category to which the goods or services contribute (see Section I.); and
  - (6) The purpose of each expenditure; stated clearly and in sufficient detail for the Department to determine if the expenditure is allowable.
- b. The Grantee shall provide the following documentation of payment of expenditures listed in the Cash Expenditure section of the quarterly Project Progress and Expenditure Report and the Final Project Progress and Expenditure Report.
- (1) Copies of contractors' invoices itemizing the materials delivered, services rendered, work items completed, and the following forms of proof of payment by the Grantee:
    - (a) Copies of signed and dated receipts from the contractors/suppliers showing the date payments were received and the amounts received; and
    - (b) Copies of the front and back of the canceled checks; or
    - (c) Exception: In cases when receipts and cancel checks cannot be provided, alternative documentation of proof of payment shall be provided as determined acceptable by the Department. Examples include: purchase orders, vendor logs, payment ledgers, etc.
    - (d) Exception: Invoices for all expenditures must be included in the Final Project Progress and Expenditure Report but proof of payment shall not be required for request of the 10% retainage amount. Such proof of payment must be submitted to the Division within 30 (thirty) days after the date of issuance of the state warrant for the final grant payment.
  - (2) For authorized employee salaries (see V. B.2.a. (3)(d) above), the following expenditure documentation is required:
    - (a) A copy of the log indicating the dates and hours devoted to authorized project work signed by both the employee and his or her supervisor or the designated Project Manager; and
    - (b) Copies of payroll registers for all pay periods claimed for each employee or the front and back of canceled checks for all pay periods claimed for each employee.
4. **Documentation of Donated Materials and Services.** The value of donated materials and volunteer services is not eligible for reimbursement by grant funds, but is allowable in determining the Grantee's match.
- a. For donated materials and services, the documentation indicated below is required.
    - (1) Identification of each individual donating services or materials;
    - (2) Description of the work accomplished or type and amount of material donated;
    - (3) Approved Scope of Work category to which the services contribute (see Section I.);
    - (4) The number of hours worked by each volunteer during the reporting period;
    - (5) Basis for hourly value of work for each volunteer:
      - (a) **State of Florida Minimum Wage** at the time of donation for *state-funded* grant projects;  
or

- (b) **Federal Minimum Wage** at the time of donation for *federally-funded* grant projects; or
  - (c) If the services donated are those normally provided by the donor in his or her profession or trade, they may be valued at rates consistent with those paid for similar work in the local labor market area. Attach a signed statement from the individual listing his/her qualifications to justify the higher donated value rate.
- (6) Volunteer services documentation for groups of volunteers or for documentation of multiple volunteer work sessions may be entered into a volunteer log containing the above information. Ensure that each work entry is signed by each volunteer. The Project Manager must sign all such documentation to confirm its accuracy.
  - (7) The total value of the volunteer services for the reporting period.
  - (8) For donated materials, the donor must document their fair market value in a written signed statement, which is also signed by the designated Project Manager.
5. **Additional Documentation to be Included in Project Progress and Expenditure Reports.** In addition to the documentation indicated in B.3. and B.4. above, each quarterly Project Progress and Expenditure Report shall include:
- a. A brief description of work accomplished in the previous three months;
  - b. A description of any unusual problems or conditions encountered or any unusual methods, materials, or techniques employed;
  - c. Copies of required documents (contracts, press releases, etc.) as applicable; and
  - d. For construction projects, photographic documentation of construction work in-progress or completed work shall be included.
6. **Final Project Progress and Expenditure Report.** To be submitted within 30 days following completion of all project work, this report shall also include:
- a. A description and explanation of any variations between the planned project work and that actually accomplished;
  - b. A description and explanation of any significant differences between the planned project budget and the actual project costs;
  - c. Final products as specified in the Approved Scope of Work (Section 1 of the Historic Preservation Grant Award Agreement);
  - d. Photographic documentation of completed construction work; and
  - e. Required audit documents.
- VI. The Department agrees to pay the Grantee for 50% of the Grantee's total cash expenditures and donated values, so long as the Grantee's cash expenditures, documented by complete Project Progress and Expenditure Reports, equal or exceed the amount of donated values, up to a maximum payment of **20000 twenty thousand**. If the donated values exceed the amount of cash expenditures, the Department shall only pay the Grantee for 100% of actual cash expenditures up to a maximum payment of **20000 twenty thousand**
- A. **Requests for payment must be submitted in writing to the Department by the Grantee on the Payment Request Form (Form HR3E1208PRF)**, incorporated herein by reference and available online at [www.flheritage.com/grants](http://www.flheritage.com/grants).

1. All consultants, design professionals, contractors and subcontractors comply with federal Equal Employment Opportunity legislation;
  2. All contracts for goods and services include provisions for retention and Department access to Project-related records;
  3. All contracts for goods and services include specification of Project duration; and
  4. All contracts for goods and services include provisions for contract termination in accordance with this Agreement.
- B. These Special Conditions of Contract may be attached and made part of each agreement for architectural, engineering, consultant or construction services, or other vendor contracts. Alternatively, the provisions in Attachment B hereto may be incorporated into the body of each such agreement.
- C. Pursuant to *Section 267.031(5)(i), Florida Statutes*, the Grantee shall provide the Department an opportunity to review and approve architectural documents for **Development** projects at the following points in their development:
1. Upon completion of **schematic design**;
  2. Upon completion of **design development and outline specifications**; and
  3. Upon completion of **working drawings and specifications**, prior to execution of the construction contract.
- IX. For all **Development** projects, except as exempted below, execution of the Preservation Agreement is required. By executing the Preservation Agreement, the Grantee agrees to the continued maintenance, repair and administration of the property receiving grant assistance in a manner satisfactory to the Department for a period of **five years** from the date of execution. **No grant funds will be released prior to Department receipt of one original signed and notarized copy of the completed Preservation Agreement.** Exceptions to this requirement are projects involving only planning, properties owned by the State of Florida or the Federal Government, museum exhibits or archaeological sites.
- X. This Agreement is executed and entered into in the State of Florida, and shall be construed, performed, and enforced in all respects in accordance with the laws and rules of the State of Florida. Each party shall perform its obligations hereunder in accordance with the terms and conditions of this Agreement.
- XI. If any term or provision of this Agreement is found to be illegal and unenforceable, the remainder of this Agreement shall remain in full force and effect and such term or provision shall be deemed stricken.
- XII. No delay or omission to exercise any right, power or remedy accruing to either party upon breach or default by either party under this Agreement, shall impair any such right, power or remedy of either party; nor shall such delay or omission be construed as a waiver of any such breach or default, or any similar breach or default.
- XIII. Each grantee, other than a grantee which is a State agency, agrees that, its officers, agents and employees, in performance of this Agreement shall act in the capacity of an independent contractor and not as an officer, employee or agent of the State. Each grantee, other than a grantee which is a State agency, is not entitled to accrue any benefits including retirement benefits and any other rights or privileges connected with employment in the State Career Service. The Grantee agrees to take such steps as may be necessary to ensure that each subcontractor of the Grantee will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the State.
- XIV. The Grantee hereby certifies that it is cognizant of the prohibition of conflicts of interest described in sections 112.311 through 112.326, Florida Statutes, and affirms that it will not enter into or maintain a business or other relationship with any employee of the Department of State that would violate those provisions. The Grantee further agrees to seek authorization from the General Counsel for the Department of State prior to entering into

any business or other relationship with a Department of State Employee to avoid a potential violation of those statutes.

- XV. The Grantee shall not assign, sublicense or otherwise transfer its rights, duties or obligations under this Agreement without prior written consent of the Department which consent shall not be unreasonably withheld. The Agreement transferee must also demonstrate compliance with *Chapter 1A-39, Florida Administrative Code*. If the Department approves a transfer of the Grantee's obligations, the Grantee remains responsible for all work performed and all expenses incurred in connection with the Agreement. In the event the Legislature transfers the rights, duties and obligations of the Department to another government entity pursuant to *Section 20.06, Florida Statutes*, or otherwise, the rights, duties and obligations under this Agreement shall also be transferred to the successor government entity as if it were an original party to the Agreement.
- XVI. This Agreement shall bind the successors, assigns and legal representatives of the Grantee and of any legal entity that succeeds to the obligation of the Department.
- XVII. The following provisions shall apply for the voluntary and involuntary suspension or termination of the grant by either the Department or the Grantee:
- A. Suspension. Suspension is action taken by the Department which temporarily withdraws or limits the Grantee's authority to utilize grant assistance pending corrective action by the Grantee as specified by the Department or pending a decision by the Department to terminate the grant.
1. Notification. When the Grantee has materially failed to comply with the terms and conditions of the grant, the Department may suspend the grant after giving the Grantee reasonable notice (usually thirty (30) calendar days) and an opportunity to show cause why the grant should not be suspended. The notice of the suspension will detail the reasons for the suspension, any corrective action required of the Grantee, and the effective date of the suspension.
  2. Commitments. No commitments of funds incurred by the Grantee during the period of suspension will be allowed under the suspended grant, unless the Department expressly authorizes them in the notice of suspension or an amendment to it. Necessary and otherwise allowable costs which the Grantee could not reasonably avoid during the suspension period will be allowed if they result from charges properly incurred by the Grantee before the effective date of the suspension, and not in anticipation of suspension or termination. Third party contributions applicable to the suspension period shall not be allowed in satisfaction of matching share requirements, unless otherwise agreed by the parties.
  3. Adjustments to payments. Appropriate adjustments to the payments submitted after the effective date of suspension under the suspended grant will be made either by withholding the payments or by not allowing the Grantee credit for disbursements made in payment of unauthorized costs incurred during the suspension period.
  4. Suspension period. Suspensions will remain in effect until the Grantee has taken corrective action to the satisfaction of the Department or given written evidence satisfactory to the Department that corrective action will be taken, or until the Department terminates the grant. The grant shall be terminated by the Department if the Grantee fails to respond in writing to a notification of suspension within thirty (30) calendar days of receipt of such notification by the Grantee.
- B. Termination. Termination is the cancellation of grant assistance, in whole or in part, under a grant or project at any time prior to the date of completion.
1. Termination for cause. The Department shall have the authority to cancel this Agreement because of failure of the Grantee to fulfill its obligations under this Agreement or any other past or present grant award agreement with the Division of Historical Resources or any other Division within the Department of State. Satisfaction of obligations by the Grantee shall be determined by the Department. The Department shall provide the Grantee a written notice of default letter. The Grantee shall have fifteen (15) calendar days to cure the default, unless it is determined by the Department that the default is of a nature that cannot be cured. If the default is not cured by the

Grantee within the stated period, the Department shall terminate this Agreement. Notice shall be sufficient if it is delivered to the party personally or mailed to its specified address. In the event of termination of this Agreement, the Grantee will be compensated for any work satisfactorily completed in accordance with this Agreement prior to notification of termination.

2. Termination for convenience. The Department or the Grantee may terminate the grant in whole or in part when both parties agree that the continuation of the Project would not produce beneficial results commensurate with the further expenditure of funds. The two parties will agree upon the termination conditions, including the effective date, and in the case of partial terminations, the portion to be terminated.
3. Termination by Grantee. The Grantee may unilaterally cancel the grant at any time prior to the first payment on the grant although the Department must be notified in writing prior to cancellation. After the initial payment, the Project may be terminated, modified, or amended by the Grantee only by mutual agreement of the Grantee and the Department. Request for termination prior to completion must fully detail the reasons for the action and the proposed disposition of the uncompleted work.
4. Commitments. When a grant is terminated, the Grantee will not incur new obligations for the terminated portion after the notification of the effective date of termination. The Grantee will cancel as many outstanding obligations as possible. The Department will allow full credit to the Grantee for the Department's share of the noncancelable obligations properly incurred by the Grantee prior to termination. Costs incurred after the effective date of the termination will be disallowed.

XIX. Unless there is a change of address, any notice required by this Agreement shall be delivered to the Bureau of Historic Preservation, Division of Historical Resources, Florida Department of State, R. A. Gray Building, 500 South Bronough Street, Tallahassee, Florida 32399-0250, for the Department, and to **640 Northeast 114 Street, Biscayne Park, Florida 33161** for the Grantee. Unless the Grantee has notified the Department in writing by return receipt mail of any change of address, all notices shall be deemed delivered if sent to the above address.

XX. Neither the State nor any agency or subdivision of the State waives any defense of sovereign immunity, or increases the limits of its liability, upon entering into this contractual relationship.

XXI. This instrument and the Attachments hereto embody the whole Agreement of the parties. There are no provisions, terms, conditions, or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations or agreements, either verbal or written, between the parties. No change or addition to this Agreement and the Attachments hereto shall be effective unless in writing and properly executed by the parties.

All written approvals referenced in this Agreement must be obtained from the parties' grant administrators or their designees. The Department and the Grantee have read this Agreement and the Attachments hereto and have affixed their signatures:

**DEPARTMENT OF STATE**

\_\_\_\_\_  
Robert F. Bendus  
Director, Division of Historical Resources

\_\_\_\_\_  
Date

**Village of Biscayne Park**

*Maria C. Camara*

\_\_\_\_\_  
Signature of Authorized Official

*Maria C. Camara*

\_\_\_\_\_  
Print Name of Authorized Official

*Interim Village Manager*

\_\_\_\_\_  
Print Title of Authorized Official

*11/5/2013*

\_\_\_\_\_  
Date



## Village of Biscayne Park Commission Agenda Report

**Village Commission Meeting Date:** January 7, 2014

**Subject:** Board Vacancies / Upcoming  
March Re-appointments

**Prepared By:** Maria C. Camara, Village Clerk

**Sponsored By:** Staff

---

### Background

Article III, Section 2.30, Subsection (c) of the Village's Code of Ordinances states:

*The terms of office of the members of each board and committee shall be up for reappointment yearly at the regular March Village Commission meeting. The nominating Commissioner can continue the term of the Commissioner's current appointment or appoint a new member. If no action is taken by the Commissioner or the Commission, the board or committee member shall continue to serve. New Commissioners will also be able to continue the term of a previous Commissioner or appoint a new member.*

At the March 4, 2014 Commission meeting, each Commissioner will either re-appoint current members or appoint new members.

January 7, 2014

Commission Agenda Report

Resolution 2014-01

## **Fiscal/Budget Impact**

## **Staff Recommendation**

## **Attachments**

Listing of each board/committee and members.

Attendance of board members for 2013.

**Planning & Zoning**

Meets the 1st and 3rd Monday at 6:30PM

	<b>Member</b>	<b>Appointed By</b>	<b>Comment</b>
1	Gage Hartung	Watts	Chair
2	Carl Bickel	Jonas	
3	Andrew Olis	Coviello	
4	Doug Tannehill	Ross	
5	Elizabeth Hornbuckle	Anderson	
6	Mario Rumiano		< Alternate >

**Code Compliance**

Meets the 2nd Tuesday at 7:00PM

*Changed as of 1/10/2012*

1	Harvey Bilt	Anderson	
2	Carmen DeBernardi	Coviello	
3	Gary Kuhl	Ross	
4	Linda Dillon	Jonas	
5	Dale Blanton	Watts	Became full member per Reso 2013-10; Resignation of Coviello
	<i>David Coviello</i>	<i>Watts</i>	<i>Resigned as alternate as of 12/3/2013</i>
	<i>Milton Hunter</i>		<i>Resigned as alternate as of 7/27/12</i>

**Code Review**

Meets the 1st and 3rd Wednesday of each month at 7:00PM

*Changed as of August 2011*

1	Gage Hartung	Auto from P&Z	Chair
2	Gary Kuhl	Anderson	
3	David Coviello	Auto from Code Enf	
4	Judi Hamelburg	Coviello	
5	Dale Blanton	Ross	Reappointed April 2, 2013.
	<i>Isaias Ortiz</i>	<i>Ross</i>	<i>Resigned as alternate as of 5/1/2012</i>

**Recreation Adv Board**

Meets the 1st Thursday at 7:00pm

*Changed as of 3/21/13*

1	Dan Samaria	Jonas	Chair
2	< Open >	Watts	
3	Michael Huber	Anderson	
4	Patrick McGeehan	Coviello	
5	< Open >	Ross	
6	Elliana A Gibson		< Alternate >
	<i>Caitlin H. Spurr</i>	<i>Ross</i>	<i>Resigned as of Oct 2013</i>
	<i>Moses Shumow</i>	<i>Watts</i>	<i>Resigned as of 9/9/2013.</i>
	<i>James Murphy</i>	<i>Jacobs</i>	<i>Resigned as of April 19, 2013.</i>
	<i>Joe Chao</i>	<i>Anderson</i>	<i>Resigned as of 12/4/2012 to serve on BP Foundation</i>

**Parks & Parkway Advisory Board**

Meets the 3rd Wednesday at 6:00PM

	<b>Member</b>	<b>Appointed By</b>	<b>Comment</b>
1	Dan Keys	Anderson	Chair
2	Robert Silverman	Watts	
3	Randy Wagoner	Ross	
4	Steve Bernard	Jonas	
5	< Open >	Coviello	
6	Barbara Kuhl		< Alternate >

<i>John Zoeller</i>	<i>Cooper</i>	<i>Resigned</i>
<i>Kristen Montuori</i>	<i>Jacobs</i>	<i>Resigned</i>
<i>Mary Ann Jones</i>		<i>&lt; Alternate &gt; Resigned April 2013</i>
<i>Pamela Garman</i>	<i>Watts</i>	<i>Resigned April 2013</i>
<i>Lynn Fisher</i>		<i>Resigned as alternate as of 5/1/2012</i>

## Ecology Board

Meets the 3rd Monday at 6:30PM

*Changed as of July 2013*

1	<i>Matt Davis</i>	<i>Ross</i>	Chair
2	<i>Karla Gottlieb</i>	<i>Anderson</i>	
3	<i>Richie Strassberg</i>	<i>Watts</i>	
4	<i>Tom Pliske</i>	<i>Jonas</i>	
5	<i>Marie Smith</i>	<i>Coviello</i>	
	<i>Karen Cohen</i>		<i>Resigned as of 1/30/2013</i>

Article III, Section 2.30, Subsection (c) of the Village's Code of Ordinances: *The terms of office of the members of each board and committee shall be up for reappointment yearly at the regular March Village Commission meeting. The nominating Commissioner can continue the term of the Commissioner's current appointment or appoint a new member. If no action is taken by the Commissioner or the Commission, the board or committee member shall continue to serve. New Commissioners will also be able to continue the term of a previous Commissioner or appoint a new member.*

**VILLAGE OF BISCAYNE PARK BOARD/COMMITTEE ATTENDANCE LOG**

<b>Board</b>	<b>Meeting Date</b>	Hartung	Bickel	Hornbuckle	Olis	Tannehill	Rumiano
Planning & Zoning	1/7/2013	☑	☑	☑	☑	☑	N
Planning & Zoning	1/22/2013	N	☑	N	☑	☑	N
Planning & Zoning	2/4/2013	☑	☑	☑	☑	N	N
Planning & Zoning	2/19/2013	☑	N	N	☑	N	☑
Planning & Zoning	3/4/2013	☑	☑	☑	☑	N	N
Planning & Zoning	3/18/2013	☑	☑	☑	☑	☑	☑
Planning & Zoning	4/1/2013	☑	☑	☑	☑	☑	N
Planning & Zoning	4/15/2013	☑	☑	☑	☑	☑	☑
Planning & Zoning	5/6/2013	☑	☑	☑	☑	☑	N
Planning & Zoning	5/20/2013	☑	☑	N	☑	☑	☑
Planning & Zoning	6/3/2013	N	☑	☑	☑	☑	N
Planning & Zoning	6/17/2013	☑	☑	N	☑	N	N
Planning & Zoning	7/1/2013	☑	N	☑	☑	N	N
Planning & Zoning	7/15/2013	☑	☑	☑	☑	☑	N
Planning & Zoning	8/5/2013	☑	☑	N	☑	☑	N
Planning & Zoning	8/9/2013	☑	☑	☑	☑	☑	N
Planning & Zoning	9/3/2013	☑	☑	☑	N	N	N
Planning & Zoning	9/16/2013	N	☑	☑	☑	☑	N
Planning & Zoning	10/10/2013	☑	N	☑	☑	☑	N
Planning & Zoning	10/21/2013	☑	☑	☑	☑	☑	N
Planning & Zoning	11/4/2013	☑	☑	N	☑	N	N
Planning & Zoning	11/18/2013	☑	☑	N	☑	☑	N
Planning & Zoning	12/2/2013	☑	☑	☑	☑	☑	N
Planning & Zoning	12/16/2013	☑	☑	☑	☑	☑	N

**Key:**

☑	Present
N	Absent
[Light Pink Box]	Alternate Board Member
[Light Blue Box]	No meeting

**VILLAGE OF BISCAYNE PARK BOARD/COMMITTEE ATTENDANCE LOG**

<b>Board</b>	<b>Meeting Date</b>	Coviello	Bilt	Blanton	Dillon	Kuhl	DeBernardi
Code Compliance	1/9/2013	☑	☑	N	☑	☑	N
Code Compliance	2/13/2013	☑	☑	☑	☑	☑	N
Code Compliance	2/19/2013	☑	☑	☑	N	☑	N

<b>Board</b>	<b>Meeting Date</b>	Coviello	Bilt	DeBernardi	Dillon	Kuhl	Blanton
Code Compliance	3/12/2013	☑	☑	N	☑	N	N
Code Compliance	4/9/2013	☑	☑	N	☑	☑	☑
Code Compliance	5/21/2013	☑	☑	N	N	☑	☑
Code Compliance	6/11/2013	☑	☑	☑	☑	☑	N
Code Compliance	7/10/2013	☑	☑	☑	☑	☑	N
Code Compliance	8/13/2013	☑	N	☑	☑	☑	☑
Code Compliance	9/11/2013	☑	☑	☑	☑	☑	N
Code Compliance	10/8/2013	☑	N	☑	☑	☑	☑
Code Compliance	11/12/2013	☑	N	N	☑	N	☑

<b>Board</b>	<b>Meeting Date</b>	Kuhl	Bilt	DeBernardi	Dillon	Blanton	
Code Compliance	12/11/2013	☑	☑	☑	☑	☑	☑

**Key:**

☑	Present
N	Absent
	Alternate Board Member
	No meeting

**VILLAGE OF BISCAYNE PARK BOARD/COMMITTEE ATTENDANCE LOG**

<b>Board</b>	<b>Meeting Date</b>	Samaria	Murphy	Shumow	Spurr		Gibson
Recreation Advisory	1/10/2013	☑	☑	☑	☑		☑
Recreation Advisory	2/11/2013	☑	☑	N	N		☑
Recreation Advisory	3/14/2013	☑	☑	☑	☑		☑
Recreation Advisory	3/21/2013	☑	☑	☑	☑		N

<b>Board</b>	<b>Meeting Date</b>	Samaria	Huber	Shumow	Spurr		Gibson
Recreation Advisory	4/4/2013	☑	☑	N	☑		N
Recreation Advisory	5/9/2013	☑	N	☑	☑		N
Recreation Advisory	6/6/2013	☑	☑	☑	☑		N
Recreation Advisory	No July Meeting						
Recreation Advisory	8/1/2013	☑	☑	N	N		☑

<b>Board</b>	<b>Meeting Date</b>	Samaria	Huber	McGeehan			Gibson
Recreation Advisory	9/12/2013	☑	☑	☑	N		N
Recreation Advisory	10/3/2013	☑	N	☑	N		☑
Recreation Advisory	11/7/2013	☑	☑	☑	N		N
Recreation Advisory	12/5/2013						

<b>Key:</b>	
☑	Present
N	Absent
	Alternate Board Member
	No meeting

**VILLAGE OF BISCAYNE PARK BOARD/COMMITTEE ATTENDANCE LOG**

<b>Board</b>	<b>Meeting Date</b>	Davis	Gottlieb	Pliske	Smith	Strassberg	
Ecology	1/28/2013	☑	N	N	☑	☑	
Ecology	2/25/2013	☑	☑	☑	☑	☑	
Ecology	3/21/2013	☑	☑	☑	☑	☑	
Ecology	4/22/2013	☑	☑	☑	N	☑	
Ecology	5/20/2013	N	☑	N	☑	☑	
Ecology	No June Meeting						
Ecology	No July Meeting						
Ecology	8/19/2013	☑	☑	☑	☑	☑	
Ecology	No Sep Meeting						
Ecology	No Oct Meeting						
Ecology	No Nov Meeting						
Ecology	No Dec Meeting						

**Key:**

☑	Present
N	Absent
	Alternate Board Member
	No meeting

**VILLAGE OF BISCAYNE PARK BOARD/COMMITTEE ATTENDANCE LOG**

Board	Meeting Date	Keys	Garmen	Montouri	Wagoner	Zoeller	Kuhl	Jones
Parks & Parkway	1/16/2013	☑	☑	N	☑	☑	☑	☑
Parks & Parkway	2/20/2013	☑	☑	N	☑	N	☑	☑
Parks & Parkway Joint w/ Code Review	3/20/2013	☑	N	N	☑	N	☑	N
Parks & Parkway Joint w/ Code Review	4/17/2013	☑	N	N	☑	N	☑	N

Board	Meeting Date	Keys	Silverman	Montouri	Wagoner	Zoeller	Kuhl	Jones
Parks & Parkway	5/15/2013	☑	☑	N	☑	N	☑	N
Parks & Parkway	No June Meeting							
Parks & Parkway	7/17/2013	☑	☑	N	☑	N	☑	N
Parks & Parkway	8/21/2013	☑	N	N	☑	N	☑	N
Parks & Parkway	9/18/2013	☑	☑	N	N	N	☑	N

Board	Meeting Date	Keys	Silverman	Montouri	Wagoner	Bernard	Kuhl	Jones
Parks & Parkway	10/16/2013	☑	☑	N	N	☑	☑	N
Parks & Parkway	11/20/2013	☑	☑	N	N	N	☑	N
Parks & Parkway	12/18/2013							

**Key:**

☑	Present
N	Absent
☐	Alternate Board Member
☐	No meeting

**VILLAGE OF BISCAYNE PARK BOARD/COMMITTEE ATTENDANCE LOG**

<b>Board</b>	<b>Meeting Date</b>	Hartung	Blanton	Coviello	Hamelburg	Kuhl	
Code Review	1/2/2013	☑	N	☑	☑	☑	
Code Review	1/16/2013	☑	☑	☑	☑	☑	
Code Review	2/6/2013	☑	☑	☑	☑	☑	
Code Review	3/6/2013	☑	N	☑	N	☑	
Code Review Joint w/ Parks & Parkway	3/20/2013	☑	N	☑	☑	☑	
Code Review	4/3/2013	☑	N	☑	☑	☑	
Code Review Joint w/ Parks & Parkway	4/17/2013	☑	N	☑	☑	☑	
Code Review	5/1/2013						
Code Review	5/15/2013						
Code Review	6/5/2013						
Code Review	6/19/2013						
Code Review	No July Meetings						
Code Review	No Aug Meetings						
Code Review	No Aug Meetings						
Code Review	No Sep Meetings						
Code Review	10/2/2013	☑	☑	☑	☑	☑	
Code Review	10/16/2013						
Code Review	No Nov Meetings						
Code Review	12/4/2013						

<b>Key:</b>	
☑	Present
N	Absent
	Alternate Board Member
	No meeting

*\* Minutes have not been provided for the May and June meetings.*