



# *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, September 9, 2014 at 7:00pm**



*Indicates back up documents are provided.*

**1 Call to Order**

**2 Roll Call**

**3 Pledge of Allegiance**

**4 Presentations**



4.a Proclamation - September 17 to 23 is Constitution Week



4.b Proclamation - September is Childhood Cancer Awareness Month

4.c Introduction of new employees:

- ◆ Krishan Manners, Public Services Manager
- ◆ Shelecia Bartley, Parks & Recreation Manager
- ◆ Philomene Pierre, Parks & Recreation Coordinator

4.d Employee Recognition

- ◆ Wills Celestin, Parks & Recreation
- ◆ Derrick Murray, Public Works

4.e Village of Biscayne Park Police Department

- ◆ Swearing In - Police Officer Kevin Lopez, Reserves
- ◆ Swearing In - Police Officer Luke Palacios
- ◆ Swearing In - Police Officer Hector Pineda
- ◆ Promotion of Corporal Thomas Harrison to Captain
- ◆ Promotion of Corporal Roy Camara to Commander

**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 Information / Updates

7.a Sanitation services transition update



7.b Monthly Financials - July 31, 2014

## 8 Consent Agenda

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



8.a Approval of Minutes

- ◆ August 5, 2014 Regular Commission Meeting
- ◆ August 13, 2014 Special Commission Meeting
- ◆ August 13, 2014 1st Budget Workshop FY 2014-2015
- ◆ August 16, 2014 Special Commission Meeting
- ◆ August 20, 2014 2nd Budget Workshop FY 2014-2015



8.b Acceptance of Board Minutes

- ◆ Planning & Zoning Board - August 4, 2014
- ◆ Planning & Zoning Board - August 18, 2014
- ◆ Planning & Zoning Board - September 2, 2014
- ◆ Code Compliance Board Special Meeting - July 29, 2014
- ◆ Code Compliance Board - August 12, 2014
- ◆ Ecology Board - July 21, 2014
- ◆ Parks & Parkway Advisory Board - July 16, 2014
- ◆ Public Art Advisory Board - August 6, 2014
- ◆ Recreation Advisory Board - July 22, 2014
- ◆ Biscayne Park Foundation - April 14, 2014
- ◆ Biscayne Park Foundation - May 12, 2014
- ◆ Biscayne Park Foundation - June 9, 2014
- ◆ Biscayne Park Foundation - July 28, 2014



8.c **Resolution 2014-50**

A RESOLUTION OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA, **URGING LOCAL RETAILERS SELLING TOBACCO PRODUCTS TO REFRAIN FROM SELLING AND MARKETING FLAVORED TOBACCO PRODUCTS** BECAUSE SUCH PRODUCTS TEND TO PROMOTE AND INFLUENCE TOBACCO USE BY MINORS AND YOUNG ADULTS, PROVIDING FOR AN EFFECTIVE DATE



8.d **Resolution 2014-51**

A RESOLUTION OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA, **URGING THE MIAMI-DADE COUNTY BOARD OF COMMISSIONERS TO CREATE AND IMPLEMENT A LONG-TERM STABLE FUNDING PLAN THAT WILL RESTORE FULL FUNDING TO THE ENTIRE MIAMI-DADE PUBLIC LIBRARY SYSTEM**, PROVIDING FOR AN EFFECTIVE DATE



8.e **Resolution 2014-52**

A RESOLUTION OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA, **RATIFYING THE DONATION OF \$2,500 FOR FISCAL YEAR 2013-14 TO THE NORTH MIAMI FOUNDATION FOR SENIOR CITIZENS' SERVICES, INC.**; PROVIDING FOR AN EFFECTIVE DATE



8.f **Resolution 2014-53**

A RESOLUTION OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA; **AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT BETWEEN MODERN MARTIAL ARTS & FITNESS AND THE VILLAGE OF BISCAYNE PARK** FOR THE PROVISION OF MARTIAL ARTS INSTRUCTION AT THE ED BURKE RECREATION CENTER; PROVIDING FOR AN EFFECTIVE DATE



8.g **Resolution 2014-54**

RESOLUTION OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK **AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE TURF AND LANDSCAPE MAINTENANCE JOINT PARTICIPATION AGREEMENT BETWEEN THE FLORIDA DEPARTMENT OF TRANSPORTATION AND THE VILLAGE OF BISCAYNE PARK**; PROVIDING FOR AN EFFECTIVE DATE.



8.h **Resolution 2014-55**

A RESOLUTION OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA, **AUTHORIZING THE VILLAGE MANAGER TO EXECUTE A MUTUAL AID AGREEMENT BETWEEN THE VILLAGE OF EL PORTAL POLICE DEPARTMENT AND THE VILLAGE OF BISCAYNE PARK POLICE DEPARTMENT; AND AUTHORIZING THE CHIEF OF POLICE TO EXECUTE THE JOINT DECLARATION**; PROVIDING FOR AN EFFECTIVE DATE



8.i **Resolution 2014-56**

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



8.j **Resolution 2014-57**

A RESOLUTION OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK **AUTHORIZING THE MAYOR TO EXECUTE THE COLLECTIVE BARGAINING AGREEMENT** EFFECTIVE OCTOBER 1, 2015 THROUGH SEPTEMBER 30, 2016, BETWEEN THE VILLAGE AND THE **INTERNATIONAL UNION OF PAINTERS AND ALLIED TRADES**, BOTH SUPERVISORY AND NON-SUPERVISORY; PROVIDING FOR AN EFFECTIVE DATE



8.k **Resolution 2014-58**

A RESOLUTION OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK **SUPPORTING THE INCREASE OF WAGES FOR THREE (3) EMPLOYEES TO THE MIAMI DADE COUNTY LIVING WAGE IN THE CURRENT 2013-14 FISCAL YEAR**; PROVIDING FOR AN EFFECTIVE DATE



8.l **Resolution 2014-59**

A RESOLUTION OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK **AUTHORIZING THE MAYOR TO EXECUTE THE BILL OF SALE** BETWEEN THE VILLAGE OF BISCAYNE PARK AND CORPORAL CHARLIE DAYOUB **FOR THE SALE OF POLICE DOG "MOLLIE"**; PROVIDING FOR AN EFFECTIVE DATE



8.m **Resolution 2014-60**

A RESOLUTION OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, AUTHORIZING THE **VILLAGE MANAGER TO EXECUTE THE GRANT AGREEMENT** BETWEEN THE **STATE OF FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY** AND THE VILLAGE OF BISCAYNE PARK; PROVIDING FOR AN EFFECTIVE DATE



8.n **Resolution 2014-61**

A RESOLUTION OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA, **ACCEPTING THE PROPOSAL OF THE RUSSELL PARTNERSHIP, INC. FOR ARCHITECTURAL ENGINEERING SERVICES** FOR THE DESIGN PREPARATION OF CONSTRUCTION DOCUMENTS AND CONSTRUCTION ADMINISTRATION OF THE PROPOSED VILLAGE HALL PROJECT; AUTHORIZING AND RECOGNIZING THE SELECTION OF THE RUSSELL PARTNERSHIP, INC., CONSISTENT WITH SECTION 287.055, FLORIDA STATUTES; PROVIDING FOR AN EFFECTIVE DATE



#### 8.o **Resolution 2014-62**

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



#### 8.p **Resolution 2014-65**

A RESOLUTION OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA, **APPROVING THE EXPENDITURE OF POLICE FORFEITURE FUNDS OF NOT MORE THAN \$5,000 FOR THE PURCHASE OF GLOCK GEN4 PISTOLS; PROVIDING FOR AN EFFECTIVE DATE**

*< End of Consent >*

### 9 Ordinances

#### **FIRST READING**



#### 9.a **Ordinance 2014-08**

AN ORDINANCE OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA, **AMENDING THE VILLAGE'S CODE OF ORDINANCES AND THE VILLAGE'S LAND DEVELOPMENT CODE TO CREATE CONSISTENCY THROUGHOUT THE CODES CONCERNING ADMINISTRATIVE AND USER FEES; AMENDING CHAPTER 11, ARTICLE III – GARAGE SALES, SECTION 11-45, ENTITLED "PERMIT ISSUANCE, FEE" OF THE VILLAGE'S CODE OF ORDINANCES; AMENDING CHAPTER 17 – TRAFFIC AND VEHICLES, SECTION 17-1, ENTITLED "IMPOUNDMENT OF MOTOR VEHICLES USED DURING THE COMMISSION OF A CRIME" OF THE VILLAGE'S CODE OF ORDINANCES; AMENDING PART II, CHAPTER 16 – PERMITS AND CERTIFICATES, SECTION 16.15, ENTITLED "LANDLORD PERMITS" OF THE VILLAGE'S LAND DEVELOPMENT CODE; AMENDING PART II, CHAPTER 16 – PERMITS AND CERTIFICATES, SECTION 16.16., ENTITLED "CERTIFICATE OF RE-OCCUPANCY"; AMENDING PART II, CHAPTER 16 – PERMITS AND CERTIFICATES, SECTION 16.18, ENTITLED HOME-BASED OCCUPATIONS" OF THE VILLAGE'S LAND DEVELOPMENT CODE; AMENDING PART II, CHAPTER 16 - PERMITS AND CERTIFICATES, SECTION 16.19, ENTITLED "CONTRACTOR REGISTRATION" OF THE VILLAGE'S LAND DEVELOPMENT CODE; AMENDING PART II, CHAPTER 17 – FEES, BONDS AND CHARGES, SECTION 17.1, ENTITLED "GENERALLY" OF THE VILLAGE'S LAND DEVELOPMENT CODE; AMENDING PART II, CHAPTER 17 – FEES, BONDS AND CHARGES, SECTION 17.3, ENTITLED "CAMPAIGN SIGN BOND" OF THE VILLAGE'S LAND DEVELOPMENT CODE; AMENDING PART II, CHAPTER 17 – FEES, BONDS AND CHARGES, SECTION 17.6, ENTITLED "PLANNING AND ZONING FEE SCHEDULE" OF THE VILLAGE'S LAND DEVELOPMENT CODE; REPEALING ORDINANCE 2006-14 ADDRESSING THE BUILDING PERMIT FEE SCHEDULE IN ITS ENTIRETY; PROVIDING THAT VILLAGE FEES BE ADDRESSED BY RESOLUTION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR AN EFFECTIVE DATE**

## SECOND READING



### 9.b Ordinance 2014-06

AN ORDINANCE OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA, RELATING TO THE PROVISION OF SOLID WASTE MANAGEMENT FEE ASSESSMENTS IN THE VILLAGE OF BISCAYNE PARK, FLORIDA; **APPROVING THE SCHEDULE FOR SOLID WASTE COLLECTION AGAINST ASSESSED PROPERTY LOCATED WITHIN THE VILLAGE OF BISCAYNE PARK FOR THE FISCAL YEAR BEGINNING ON OCTOBER 1, 2014**; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION; PROVIDING FOR AN EFFECTIVE DATE *(Approved at first reading on August 5, 2014)*



### 9.c Ordinance 2014-07

AN ORDINANCE OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA **AMENDING CHAPTER 7 OF THE VILLAGE'S LAND DEVELOPMENT CODE, ENTITLED "RECREATION AND OPEN SPACE", TO PROVIDE REQUIREMENTS FOR WATERCRAFTS TO BE REGISTERED WITH THE STATE AND TO PROVIDE OTHER CLARIFICATIONS**; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR EFFECTIVE DATE *(Approved at first reading on August 5, 2014)*

## 10 Resolutions



### 10.a Resolution 2014-63

A RESOLUTION OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA, **AUTHORIZING THE VILLAGE ADMINISTRATION TO ADVERTISE THE VILLAGE'S INTENT TO USE THE UNIFORM METHOD FOR THE COLLECTION OF ASSESSMENTS** CONSISTENT WITH SECTION 197.3632, FLORIDA STATUTES FOR THE COSTS OF ROADWAY IMPROVEMENTS AND FOR STORMWATER IMPROVEMENTS; AUTHORIZING THE VILLAGE COMMISSION TO HOLD A PUBLIC HEARING ON SAID ASSESSMENT; PROVIDING FOR AN EFFECTIVE DATE



### 10.b Resolution 2014-64

A RESOLUTION OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA, **AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AGREEMENT BETWEEN \_\_\_\_\_ AND THE VILLAGE OF BISCAYNE PARK FOR LOBBYING SERVICES FOR THE VILLAGE'S BOUNDARY CHANGE APPLICATION**; PROVIDING FOR AN EFFECTIVE DATE

## 10 Old Business

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

## 11 New Business

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



11.a Back-up information for all agenda items - As requested by Commissioner Anderson



11.b Utilizing FRDAP (Florida Recreation Development Assistance Program) as a funding source - As requested by Vice Mayor Ross



11.c Soliciting letters of interest or an RFQ (request for qualifications) for legal services - As requested by Vice Mayor Ross



11.d Discussion on fund raising efforts for Sanitation workers - As requested by Commissioner Watts



11.e November commission meeting date - As requested by Maria Camara, Village Clerk



11.f Biscayne Park Foundation request for temporary alcohol license for the October 11th Biscayne Park's Got Talent event.

## 12 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.*

## 13 Reports

13.a Village Manager

- ◆ Annexation Update
- ◆ Village Hall log cabin restoration & annex building update
- ◆ Discussion to develop the format and criteria for the Village Manager's annual evaluation (*per the Village Manager contract, required to be placed on the agenda prior to October 1st*)



13.b Village Attorney

13.c Board / Committee Reports:

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

### 13.d Commissioner Comments

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

### 14 Announcements

Wednesday, September 10th - Public Art Advisory Board at 6:00pm  
Thursday, September 11th - 1st Public Hearing FY 2014-15 Budget at 6:30pm  
Monday, September 15th - Ecology Board at 6:30pm  
Monday, September 15th - Planning & Zoning Board at 6:30pm  
Wednesday, September 17th - Parks & Parkway Advisory Board at 6:00pm  
Wednesday, September 17th - Code Review Board at 7:00pm  
Saturday, September 20th - Pancake Breakfast for resident Jazzmine Peluchette from  
8:00am to 12:noon  
Saturday, September 20th - 2nd Annual Fun Run/Health & Fitness Expo at 8:30am  
Tuesday, September 23rd - 2nd Public Hearing FY 2014-15 Budget at 6:30pm  
Wednesday, September 24th - Recreation Advisory Board at 7:00pm  
Monday, October 6th - Planning & Zoning Board at 6:30pm

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

### 15 Adjournment

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

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

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

# Proclamation

By the Mayor of the Village of Biscayne Park

The **Village of Biscayne Park** is proud to issue this proclamation to commemorate the 226<sup>th</sup> Anniversary of the

## Constitution of the United States of America

Whereas: September 17, 2014 marks the two hundred twenty-seventh anniversary of the drafting of the Constitution of the United States of America by the Constitutional Convention; and

Whereas: It is fitting and proper to accord official recognition to this magnificent document and its memorable anniversary; and to the patriotic celebrations which will commemorate the occasion; and

Whereas: Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17<sup>th</sup> through 23<sup>rd</sup> as Constitution Week,

Now, Therefore I, David Coviello, by virtue of the authority vested in me as Mayor of the Village of Biscayne Park do hereby proclaim the week of September 17<sup>th</sup> through 23<sup>rd</sup>, 2014 as

## Constitution Week

And ask our citizens to reaffirm the ideals the Framers of the Constitution had in 1787 by vigilantly protecting the freedoms guaranteed to us through this guardian of our liberties remembering that lost rights may never be regained.

In Witness Whereof, I have hereunto set my hand and caused the Seal of the Village of Biscayne Park to be affixed this 9<sup>th</sup> day of September of the year two thousand fourteen.

---

David Coviello, Mayor



# PROCLAMATION

## Childhood Cancer Awareness Month

*September 2014*

WHEREAS, September has been designated National Childhood Cancer Awareness Month to honor those children whose lives have been lost and those irrevocably impacted by this terrible illness, and to strengthen the nation's resolve to search for a cure; and

WHEREAS, cancer is the leading cause of death by disease among U.S. children between infancy and 15 years of age; and

WHEREAS, Childhood Cancers cross all racial, ethnic, geographic, and socio-economic backgrounds, and each year tens of thousands of children face the battle of cancer with incredible bravery and inspiring hope; and

WHEREAS, while progress against some childhood cancers has been made, cure rates for many forms of Childhood Cancer remain less than 50%, with the incidence of Childhood Cancers increasing at a more rapid rate than any other age group; and

WHEREAS, this disease not only affects the child diagnosed with cancer, but also their entire support network of devoted parents, grandparents, loved ones and friends; and

WHEREAS, this city recognizes the devastating impact that this disease has on members of our community and the importance of increased research on Childhood Cancer: and

WHEREAS, this month we recognize that these burdens are shared by countless dedicated healthcare professionals, organizations, charities, and parent advocacy groups which support patients and families by offering advice, encouragement, hope, and financial assistance, and work tirelessly to lift the spirits of children suffering from cancer.

**NOW, THEREFORE WE**, the **MAYOR** and **COMMISSION OF THE VILLAGE OF BISCAYNE PARK**, do hereby proclaim September 2014 **Childhood Cancer Awareness Month**, and pay tribute to the families, friends, professionals, and communities who lend their strength to children fighting pediatric cancer.



IN WITNESS WHEREOF, I have hereunto set my hand this 4<sup>TH</sup> day of September, in the year two thousand fourteen.

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David Coviello, Mayor

**BUDGET TO ACTUAL REPORT FOR VILLAGE OF BISCAYNE PARK (With Projections)  
FOR THE 10 MONTHS ENDED JULY 31, 2014**

<b>Fund 001 - General Fund GL NUMBER</b>	<b>2013-14 ACTIVITY THRU 07/31/14</b>	<b>Projected Activity Aug &amp; Sept 2014</b>	<b>Projected Thru Sept 30, 2014</b>	<b>2013-14 AMENDED BUDGET</b>	<b>Projected to Annual Budget Variance</b>	
<b>REVENUES</b>						
AD VALOREM TAXES	1,218,142	3,938	1,222,080	1,222,080	0	
FRANCHISE FEES	95,362	24,327	119,689	123,359	(3,670)	
UTILITY TAXES	242,017	54,079	296,096	269,000	27,096	Higher than anticipated electric utility fees
INTERGOVERNMENTAL REVENUES	248,134	45,294	293,428	286,100	7,328	
CHARGE FOR SERVICES					0	
Building Permit	104,503	20,900	125,403	184,535	(59,132)	Overbudgeted building permits
Park Revenues	19,166	4,744	23,940	32,800	(8,860)	Ovebudgeted park revenues
Administrative Fees	121,268	18,514	139,782	139,782	0	
Other Charges	5,671	480	6,151	7,000	(849)	
JUDGEMENTS & FINES	61,816	2,848	64,664	68,900	(4,236)	
MISCELLANEOUS REVENUES	19,694	600	20,294	15,725	4,569	
OPERATING GRANTS	19,420	486	19,906	17,953	1,953	
<b>TOTAL REVENUES</b>	<b>2,155,193</b>	<b>176,210</b>	<b>2,331,433</b>	<b>2,367,234</b>	<b>(35,801)</b>	
<b>APPROPRIATIONS</b>						
VILLAGE COMMISSION	20,921	4,432	25,353	25,573	220	
ADMINISTRATION	168,471	35,880	204,351	222,993	18,642	
FINANCE	122,543	23,373	145,916	151,482	5,566	
PLANNING & ZONING	8,803	0	8,803	20,000	11,198	
GENERAL GOVERNMENT	151,510	58,023	209,533	256,507	46,974	General Contingency \$51,348
PUBLIC SAFETY	936,340	123,800	1,060,140	1,017,459	(42,681)	FMIT Bill \$39,960 from prior year
BUILDING	108,940	33,089	142,029	143,395	1,366	
CODE ENFORCEMENT	54,436	14,350	68,786	68,505	(281)	
PUBLIC WORKS	169,796	42,000	211,796	212,550	754	
PARKS & REC	118,402	30,176	148,578	179,986	31,408	Overbudgeted part-time help
	<b>1,860,162</b>	<b>365,123</b>	<b>2,225,285</b>	<b>2,298,450</b>	<b>73,165</b>	
<b>OTHER USES OF FUNDS</b>						
Transfers Out			68,784	68,784	0	
<b>TOTAL APPROPRIATIONS &amp; USES OF FUNDS</b>	<b>1,860,162</b>	<b>365,123</b>	<b>2,294,069</b>	<b>2,367,234</b>	<b>73,165</b>	
<b>EXCESS OF REVENUES OVER APPROPRIATIONS &amp; USES OF FUNDS</b>			<b>37,364</b>		<b>37,364</b>	



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

**Village Commission Meeting Date:** September 9, 2014

**Subject:** Approval of Minutes

**Prepared By:** Maria C. Camara, Village Clerk

**Sponsored By:** Staff

### **Background**

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

### **Fiscal/Budget Impact**

None.

### **Staff Recommendation**

Approval

### **Attachments**

- August 5, 2014 Regular Commission Meeting
- August 13, 2014 Special Commission Meeting
- August 13, 2014 1<sup>st</sup> Budget Workshop FY 2014-15
- August 16, 2014 Special Commission Meeting
- August 20, 2014 2<sup>nd</sup> Budget Workshop FY 2014-15



**MINUTES**  
**REGULAR COMMISSION MEETING**  
**Ed Burke Recreation Center - 11400 NE 9th Court**  
**Biscayne Park, FL 33161**  
**Tuesday, August 5, 2014**  
**Presentations at 6:30pm / Meeting at 7:00pm**

**1 Call to Order**

Mayor David Coviello called the meeting to order at 6:31pm.

**2 Roll Call**

Mayor David Coviello - present  
Vice Mayor Roxanna Ross - present  
Commissioner Bob Anderson - present  
Commissioner Fred Jonas - present  
Commissioner Barbara Watts - absent (arrived at 7:29pm)

Present from staff were:

Village Manager Heidi Shafran  
Village Clerk Maria C. Camara  
Village Attorney John Hearn  
Chief of Police Cornelius McKenna  
Assistant Public Works Director Cesar Hernandez

**3 Pledge of Allegiance**

**4 Presentations**

4.a Chief Cornelius McKenna recognized Reserve Officer Luke Palacios for his performance during Click it or Ticket.

4.b Commissioner Fred Jonas was presented with a Certificate of Completion for his participation in the 2014 Institute for Elected Municipal Officials.

4.c A Proclamation was presented to Issa Thornell, recognizing his dedicated service to the Village and the Parks & Recreation Department.

4.d Students from Students Working Against Tobacco Group (SWAT) provided a presentation on flavored tobacco issues affecting Florida's youth. There was direction from the Commission to add a Resolution in support of their efforts on the September agenda.

4.e A presentation by Alison Soule from All Aboard Florida and Florida East Coast Railway.

4.f A presentation provided by architect RJ Heisenbottle providing a summary of his firm's building evaluation and recommendation report for the rehabilitation and renovation of the historic Village Hall log cabin. Information from this report will be further discussed at the Community Meeting on August 16th.

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

Commissioner Anderson removes item 11.c, update on Annexation since it will be covered under the Manager's report, and asks that the Manager's report be moved up to section 7.

Commissioner Anderson requests that item 11.b, board member appointment be added to the Consent agenda.

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

Carl Bickell: Thanks the commission for the resolution passed on marriage equality and opposing discrimination ban.

Milton Hunter: For residents of 114th Street, a safety issue with the overhead feeder lines for telephones at Village Hall. Needs to be looked at and considered during renovations. Not maintaining timbers for 20+ years shows. What are the plans for this for stability and cosmetics. There needs to be ongoing maintenance. Concerned with attitude of shortchanging renovations for the new building. The 81 year old structure is a brand for the Village and should be the priority.

Rosemary Weis: We were given \$1,000,000 to restore the cabin and build annex. Money should be set aside for Village Hall and balance used for annex. Do not nickel and dime it and cheapen it.

Chuck Ross: Rules for Recreation Center, suggests that for minors with no adult supervision, that they provide emergency contact information. The item added to consent, need to pull back. Board needs female representation.

## 7 **Information / Updates**

7.a Sanitation services transition update: Waste Pro will provide a "Meet & Greet" prior to the September commission meeting on September 9th at 6:30pm. An opportunity to meet the team that will providing the service to the Village. Jean Redmond provided a presentation on TRAC EZ, the customer service system utilized by Waste Pro to track service requests.

7.b Finance Director Williams provided a recap of the monthly financials for the current fiscal year for the month ending June 30, 2014.

## 8 **Consent Agenda**

Item 8.c, Resolution 2014-47 is pulled for discussion; item 11.b, board member appointment is added.

Left on the consent agenda:

8.a **Approval of Minutes**

July 1, 2014 Regular Commission Meeting

July 17, 2014 Special Commission Meeting

8.b **Acceptance of Board Minutes**

Parks & Parkway Advisory Board - May 28, 2014

Recreation Advisory Board - May 27, 2014

Parks & Parkway Advisory Board - June 18, 2014

Ecology Board - June 23, 2014

Public Art Advisory Board - June 11, 2014

Planning & Zoning Board - July 7, 2014

Planning & Zoning Board - July 21, 2014

Code Compliance Board - July 8, 2014

Public Art Advisory Board - July 9, 2014

8.d **Resolution 2014-48**

A RESOLUTION OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA, **APPROVING THE PURCHASE OF RECYCLING CARTS FROM REHRIG PACIFIC COMPANY**; PROVIDING FOR AN EFFECTIVE DATE

8.e **Resolution 2014-49**

A RESOLUTION OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA, **THANKING GOVERNOR RICK SCOTT AND THE FLORIDA LEGISLATURE FOR THEIR SUPPORT OF THE APPROPRIATION** FOR RENOVATION OF THE HISTORIC VILLAGE HALL LOG CABIN AND NEW MUNICIPAL ANNEX; PROVIDING FOR AN EFFECTIVE DATE

11.b Board Member application - Lynn Fisher as an alternate on the Parks & Parkway Advisory Board and Noah Jacobs as a member of the Recreation Advisory Board.

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

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

Opposed: Commissioner Watts

Motion carries: 5/0

8.c **Resolution 2014-47**

A RESOLUTION OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA; **STRONGLY SUPPORTING FLORIDA EAST COAST INDUSTRIES' CONSTRUCTION OF A 235 MILE PASSENGER RAILROAD FROM MIAMI TO ORLANDO**; PROVIDING FOR AN EFFECTIVE DATE

After discussion, there was consensus to task Staff to contact the MPO and research the quiet zones, then to bring back the Resolution at the next meeting.

## 9 Ordinances

**SECOND READING** heard first:

### 9.c Ordinance 2014-05

AN ORDINANCE OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA **AMENDING CHAPTER 10, OF THE LAND DEVELOPMENT CODE ENTITLED “DESIGN AND IMPROVEMENT STANDARDS”, RELATIVE TO ROOFING; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE**

Attorney Hearn read the title and provided summary of changes made since first reading.

Mayor Coviello opened the meeting to public comment on this ordinance, but there were none.

Vice Mayor Ross makes a motion to approve Ordinance 2014-05 and it was seconded by Commissioner Anderson.

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

Motion carries: 5/0

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*The Manager's Report was moved up.*

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## 13 Reports

### 13.a Village Manager

Log Cabin Restoration and Annex Update: Still waiting on agreement from the State of Florida on the use of the funds. Community Workshop on the Annex scheduled

- ◆ for Saturday, August 16th at 9:30am. Consensus to schedule the workshop for 9:30am and to leave a good portion of the workshop for public comment on these two projects.

- On Annexation application, it was rejected with one deficiency. Need to obtain approval of 20% of the voters from the area to be annexed. Will need help to do this and assistance from a lobbyist which would carry the Village through the entire
- ◆ process. Manager Shafran looking for financial resources to obtain these services. Consensus to schedule a Special Meeting immediately before the 1st Budget Workshop on Wednesday, August 13th at 6:30pm, and provide proposals for commission approval.

Manager Shafran is also researching how funding from CBGB can be used.

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*Resume section 9 Ordinances - First Reading*

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9.a **Ordinance 2014-06**

AN ORDINANCE OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA, RELATING TO THE PROVISION OF SOLID WASTE MANAGEMENT FEE ASSESSMENTS IN THE VILLAGE OF BISCAYNE PARK, FLORIDA; **APPROVING THE SCHEDULE FOR SOLID WASTE COLLECTION AGAINST ASSESSED PROPERTY LOCATED WITHIN THE VILLAGE OF BISCAYNE PARK FOR THE FISCAL YEAR BEGINNING ON OCTOBER 1, 2014**; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION; PROVIDING FOR AN EFFECTIVE DATE

Attorney Hearn read the title.

Mayor Coviello opened the meeting to public comment on this ordinance, but there were none.

Vice Mayor Ross makes a motion to approve Ordinance 2014-06 and it is seconded by Commissioner Anderson.

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

Opposed: Commissioner Watts

Motion carries: 4/1

9.b **Ordinance 2014-07**

AN ORDINANCE OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA **AMENDING CHAPTER 7 OF THE VILLAGE'S LAND DEVELOPMENT CODE, ENTITLED "RECREATION AND OPEN SPACE", TO PROVIDE REQUIREMENTS FOR WATERCRAFTS TO BE REGISTERED** WITH THE STATE AND TO PROVIDE OTHER CLARIFICATIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR EFFECTIVE DATE

Attorney Hearn read the title.

Mayor Coviello opened the meeting to public comment on this ordinance, but there were none.

Commissioner Anderson makes a motion to approve Ordinance 2014-07 and it is seconded by Commissioner Jonas.

Vice Mayor Ross requests that "annually" is added to clarify the language, and to verify that the same language applies for recreational vehicles.

The amendment is accepted by the maker of the motion.

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

Opposed: None

Motion carries: 5/0

**10 Old Business**

10.a Resident Decal Safety

Manager Shafran provided information from other cities that have used similar decals and have had no security and/or safety issues. Does not pose a safety concern.

After discussion, a motion made by Vice Mayor Ross to task Staff on making the design selection and it is seconded by Commissioner Anderson.

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

Opposed: Commissioner Watts

Motion carries: 4/1

10.b Ygrene - Clean Energy Coastal Corridor - Vice Mayor Ross announced that as of August 4th, Village residents can submit applications. Asks that Ygrene will get an invitation to participate in the Vendor Market in October.

10.c FLOC Annual Conference attendance and fees: Mayor Coviello requested that the \$125 budgeted for each commissioner for this conference be pooled and applied towards the registration for those attending.

There was no consensus for the request.

**11 New Business**

11.a Increased communication to residents - Commissioner Watts provided examples of added communication such as having block captains and posting e-mail blasts at the Recreation Center and Village Hall. There was consensus to brainstorm further and bring back at a future meeting.

11.d Voter Reprecincting - Miami Dade County Division of Elections. Clerk Camara provided a summary of the reprecincting that affected registered voters. If their precincts changed, they were notified and provided new voter registration cards.

11.e Fine Reduction request - 1019 NE 115th Street, Biscayne Park, FL.

Attorney Ulysses Felder, representing the property owners, provided a background on the property and the reason for the fine reduction. The current amount owed is \$2,454.61 (\$662.15 + \$1,792.46 in interest).

Vice Mayor Ross makes a motion to reduce the interest of \$1,792.46 in half to \$896.23, and add it to the original amount of \$662.15 for a new total of \$1,558.38. It is seconded by Commissioner Anderson.

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

Opposed: None

Motion carries: 5/0

- 11.f Village of Biscayne Park sponsorship at the GREEN DAY event in Miami Shores - Mayor Coviello made the request to sponsor a booth for a cost of \$55.00.

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

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

Opposed: Commissioner Watts

Motion carries: 4/1

- 11.g Discussion on hiring a lobbyist - Mayor Coviello explained it would be better suited to discuss during the budget workshops.

- 11.h Removal of dead trees in swales and other trees too close to other shade trees - Mayor Coviello

There was consensus to direct Staff to begin with the removal of dead trees.

- 11.i Discussion on establishment and update of rules and regulations at the Ed Burke Recreation Center - Manager Shafran explained the need to establish rules and regulations for the Ed Burke Park and to provide structure and consistency.

Direction given to the Manager to develop the rules and regulations with input from the Staff, Recreation Advisory Board and the Police Department.

### **13 Reports (Continued)**

- 13.b Attorney Hearn attended a workshop with the Code Compliance Board to clarify procedures.

### **12 Request for Placement of Items on Next Meeting Agenda**

Commissioner Anderson: Discussion on having agenda back up on all agenda items.

Vice Mayor Ross: Funding from FRDAP to develop common areas in the Village.

Vice Mayor Ross: Soliciting letters of interest or RFQ for legal services.

Commissioner Watts: Discussion on fund raising for Sanitation workers.

### **14 Announcements**

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

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

Tuesday, August 12th - Code Compliance Board at 7:00pm

Wednesday, August 13th - 1st Budget Workshop FY 2014-15 at 6:30pm

Saturday, August 16th - Community Meeting on Village Hall Annex at 9:30am

Saturday, August 16th - Back to School / Children's Safety Day at 10:30am

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

Monday, August 18th - Ecology Board at 6:30pm  
Wednesday, August 20th - 2nd Budget Workshop FY 2014-15 at 6:30pm  
Wednesday, August 20th - Code Review Board at 7:00pm  
Tuesday, August 26th - Primary Elections from 7:00am to 7:00pm  
Wednesday, August 27th - Recreation Advisory Board at 7:00pm  
Monday, September 1st - All Village Departments are Closed for Labor Day  
Tuesday, September 2nd - Planning & Zoning Board at 6:30pm  
Wednesday, September 3rd - Code Review Board at 7:00pm

The next regular commission meeting is Tuesday, September 9, 2014

**15 Adjournment**

The meeting was adjourned at 10:35pm.

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

Attest:

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David Coviello, Mayor

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Maria Camara, Village Clerk



## **MINUTES**

### **Special Commission Meeting**

**Ed Burke Recreation Center - 11400 NE 9th Court**

**Biscayne Park, FL 33161**

**Wednesday, August 13, 2014 at 6:30pm**

**1 Call to Order**

Mayor David Coviello called the meeting to order at 6:34pm.

**2 Roll Call**

Mayor David Coviello - present

Vice Mayor Roxanna Ross - present

Commissioner Bob Anderson - present

Commissioner Fred Jonas - present

Commissioner Barbara Watts - absent (*arrived at 6:40pm*)

Present from staff were:

Village Manager Heidi Shafran

Village Clerk Maria C. Camara

Village Attorney John Hearn

Police Chief Cornelius McKenna

Finance Director Irwin Williams

Public Services Manager Krishan Manners

Assistant Public Works Director Cesar Hernandez

**3 Pledge of Allegiance**

**4 Public Comments Related to Agenda Item**

Barbara Kuhl: On the fee, on Manager's report, it is \$5,000 based on negotiated fee. But the contract states the total would be \$54,000. Need to clarify. From the summary, this is a finished price. But contract states there could be additional costs. Could easily exceed \$54,000. Miami Dade County is still considering allowing businesses to speak on this. Balsera may have to do even more. Don't see why any resident or business would be in favor of this. Already spent \$30,000, then another \$54,000, and could be \$20,000 more. Are we willing to pay \$100,000 to do this? Is there a chance we will get the percentage in favor of this. Before you blame prior commission, blame the planners. Do not like the fact that this is presented with no bids. Our citizens deserve fair market value.

Steve Bernard: If the Village were having a special meeting, why no e-mail blast? Why waive responsible bidding? You are responsible to your citizens. What is the timeframe? How many voters in the area? Are you going to listen to constituents? Your data and facts are not firm. You are supposed to respect us. This is not good for Biscayne Park. Hundreds that live here no longer trust you because of outsourcing sanitation. Asked for a review of reserves months ago. This is part of the process. If you don't want to do this, then it is arrogance. No notice of meeting. It's about spending \$54,000 or more. You don't know what the Village wants. Can't you ask when sending flyers? Are you going to accept the signatures based on what a lobbyist provides? Do this how you want to do it. \$54,000 is a huge amount. To do it without bid is wrong.

Milton Hunter: What is not clear is what their experience is in doing this and if they feel they can get the votes.

Donna Lane Downey: Did not receive notice until today. Changed plans to be here. Horrified that you would not put out to bid. Do not take one person's bid. Beyond belief that you would do that. Have not read documentation, so cannot speak on it. If writing is flaky, worried about that. Look at this as if it were your own home.

Linda Dillon: Agree with what has been said. For a \$2,000 garage project, obtained six bids.

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*Clerk read the following resident e-mails:*

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Susan Weiss: Opposed to annexation and always have been. Idea of hiring a lobbyist does not make sense. Why pay this amount if Village is in some sort of financial crisis. North Miami stands a better chance. There are issues with Code Enforcement and Police for this area. Just put me down for a NO vote.

Michael Spaventa: Not such a good idea and since we are so cash strapped, how can we afford a lobbyist. Anyone who is in favor of annexation should volunteer to pass out flyers to the neighborhood to be annexed. That would save the \$54,000 and other expenses.

## **5 New Business**

### **5.a Annexation - Discuss next steps**

Manager Shafran provided the status of our annexation application and the County's notification that a petition must be filed with the Clerk of the County Commission indicating the consent of 20% plus one of the electors in the proposed annexation area. The firm of Balsera Communications was consulted with to assist the Village in obtaining the required signatures.

Manager Shafran introduced Luis Mata from Balsera Communications. Mr. Mata feels that there is a favorable chance that this will proceed. Is sensitive to the cost and has provided a fair quote that is considerably discounted. Billing will stop at \$54,000, but we will not stop. We will continue to strategize.

After discussion, Vice Mayor Ross makes a motion to task staff to solicit proposals from at least two other firms. The motion is seconded by Commissioner Anderson.

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

Opposed: Commissioner Watts

Motion carries: 4/1

## **6 Adjournment**

The meeting was adjourned at 7:20pm.

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

Attest:

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

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



## **MINUTES**

**1st Budget Workshop - FY 2014-15 Budget  
Ed Burke Recreation Center - 11400 NE 9th Court  
Biscayne Park, FL 33161  
Wednesday, August 13, 2014 at 7:30pm**

**1 Call to Order**

Mayor David Coviello called the meeting to order at 7:32pm.

**2 Roll Call**

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

Present from staff were:

Village Manager Heidi Shafran  
Village Clerk Maria C. Camara  
Village Attorney John J. Hearn  
Chief of Police Cornelius McKenna  
Finance Director Irwin Williams  
Public Services Manager Krishan Manners  
Assistant Public Works Director Cesar Hernandez

**3 Public Comments Related to Agenda Items**

Barbara Kuhl - Pay the correct wages for Public Works employees. Many have spoken about how low they are paid. Village should adopt minimum living wage. Code Enforcement down \$5,000 in their budget. Code is the most important. Spend money on Code. Have workshops on how to fix houses and yards. Start marketing to encourage improvement of homes. Why is Police budget up \$100,000? Why not look at using hybrids for police vehicles. The \$41,000 in Public Works for landscaping too much. If we are going bankrupt, why putting so much for this. Do not want you to spend this much. Rather have solid money in the bank. Public Works now has dedicated staff for maintenance. Bu no support in personnel. New position is Public Works Manager. The resume for this new person does not have any Public Works experience. Object to being in Parks & Parkway and have burden on this board to spend this amount. I want you to staff this department correctly.

Steve Bernard: Agree with Ms. Kuhl. In this budget you do not talk about us going bankrupt. Do the analysis of the reserves. If you can't prove we are going bankrupt, you cannot annex. Do analysis and show the facts. You need to add money for an election. There will probably be a recall. Challenge you to change charter and have a referendum for annexation. Will cost significantly less than \$54,000 and you will gain confidence of services being provided. On reserves, if adding \$40,000 and spending \$41,000 on landscaping and spending \$54,000, then it does not look like we are going bankrupt.

#### **4 Discussion of Proposed Fiscal Year 2014-15 Budget**

4.a Finance Director Williams provided a highlight of the revenues. Ad Valorem is based on 9.70 millage.

##### **4.b 511 Village Commission**

There was consensus to update Travel & Per Diem to \$1,500 and Education & Training to \$2,000. The pool of money is for all commissioners.

There was no consensus to add funds for Earth Hour event as requested by Commissioner Watts.

After discussion, there was consensus on the budget presented for the Village Commission.

##### **4.c 512 Executive Administration**

There was no consensus to add funds for an election as requested by Commissioner Watts.

After discussion, there was consensus on the budget presented for the Executive Administration.

##### **4.d 513 Finance**

After discussion, there was consensus on the budget presented for the Finance Department.

##### **4.e 515 Planning Services**

After discussion, there was consensus on the budget presented for Planning Services

##### **4.f 519 General Government**

There was consensus to adjust the amount for the Lobbyist services to \$10,000.

There was consensus for the Village Manager to title the new Public Services position appropriately.

Manager Shafran would provide an updated amount for Education & Training.

There was consensus to increase the hourly wage for the Administrative Clerk to the minimum living wage, or an increase of \$1.13/hr.

After discussion, there was consensus on the budget presented for General Government.

4.g 521 Police Department

After discussion, there was consensus on the budget presented for the Police Department.

**5 Public Comments**

Rafael Delar: On patrolling, confirms that during the day schedule, what the process is if one officer is out.

**6 Announcements**

Saturday, August 16th - Community Meeting on Village Hall Annex at 9:30am

Saturday, August 16th - Back to School / Children's Safety Day at 2:30pm

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

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

Wednesday, August 20th - Code Review Board at 7:00pm

**7 Adjournment**

The meeting was adjourned at 9:44pm.

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

Attest:

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

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



**MINUTES**  
**Special Commission Meeting**  
**Ed Burke Recreation Center - 11400 NE 9th Court**  
**Biscayne Park, FL 33161**  
**Saturday, August 16, 2014 at 9:30am**

**1 Call to Order**

Mayor David Coviello called the meeting to order at 9:48am.

**2 Roll Call**

Mayor David Coviello - present  
Vice Mayor Roxanna Ross - present  
Commissioner Bob Anderson - present  
Commissioner Fred Jonas - present  
Commissioner Barbara Watts - absent (*arrived at 9:55am*)

Present from staff were:

Village Manager Heidi Shafran  
Village Clerk Maria C. Camara  
Police Chief Cornelius McKenna  
Public Services Manager Krishan Manners  
Assistant Public Works Director Cesar Hernandez

**3 Pledge of Allegiance**

**4 Village Commission Discussion**

4.a Village Hall Restoration and New Annex

- ◆ Design of annex building
- ◆ Budget for log cabin restoration

Manager Shafran provided information on the plans that were done in 2006 for the Community Learning Center, looking for consensus to proceed with these plans for the exterior design, then with modifications for the interior based on current needs. Utilizing the work already done on this plan would be a time savings. If going with a new firm and new design, there would be significant costs and time delays. Deadline for this project is June 2015.

Manager Shafran explained that we have \$1,000,000 from the State appropriation plus an additional \$100,000 from the matching grant. Based on the presentation from RJ Heisenbottle, the cost for the log cabin rehabilitation would be approximately \$500,000. How much we put into the rehabilitation will determine how much we have left for the annex building.

◆ Location of Police Department

Manager Shafran explained that the current plan was to move the Police Department to the Public Works building. Keeping the Police with the Administration would require a larger space plan.

Chief McKenna explained that from a public safety perspective, better to keep Police where it is with the Administration staff.

**5 Public Comments and Feedback**

Chuck Ross: As a practical matter, need to have Police move to Public Works. Likes the idea of command staff at Village Hall if it could be done. Residents that live near Public Works are OK with the police moving there. As an idea, close the patio area on the east side of the PW building. Not a good idea to have a holding cell at Village Hall. Could also consider Code Compliance and Building move to Public Works if you absolutely want Police at Village Hall.

Harvey Bilt: All should be together. Do not want split police staff. Consider just to build a shell and walls. As we get money, then build complete. Can the log cabin restoration be reduced to \$250,000?

Kiersten Brown-Garcia: Looking forward to this project. Agrees with previous speaker.

Barbara Kuhl: Police should stay at Village Hall. Take advantage of current plans. We have given the Commission the authority to borrow money. The \$270/sq ft cost that is being used is very high. Do it right the first time. If we have to borrow money, then do it. This is a once in a lifetime chance

Dan Keys: Inclined to have Police and Administration together. If we grow we may need to increase Public Work staff. The \$270/sq ft cost is the maximum. Don't see having to spend more than a residential sq ft cost. Do not skip on this building or on the size. Make some minor modifications. CAD drawings not that much. Utilize the breezeway. Do not waste the space. Put all excess police cars at Public Works. \$500,000 for Village Hall rehab is a lot, but do all to keep it going another 80-90 years. Discuss further whether to remove add ons to the log cabin. You need to enhance area for Police if current plans used, such as for showers. Borrowing money does not bother me. Do not skip on doing it right. Need to also be attractive as well as functional. Use triangle area for parking if needed. Put no prohibitions for the future.

Jeanne Bergeron: Totally opposed to taking a loan and long term financial obligation. Consider a pre-fab log cabin. Concerned that staff will not fit in new space. Is there a kitchen? Do what you can with the balance after the log cabin is completed.

Vicki Smith-Bilt: Support Dan Keys and Barbara Kuhl comments. Need to do it right for restoration and do new building right one time. Agree with Manager that the interior walls are not needed. Work space designs have changed. Agree with Chief to not split the team. In favor of borrowing money.

Gage Hartung: For keeping Police with Village Hall. The concern is let's get going and stop talking this to death. RFP should be out already. Design is good. Could tweak as we go along. Public Works building would probably be cramped. Do it right.

Rosemary Weis: Is there enough room in the plan design for the Police Department needs? Likes the design and in favor of the Police force at Village Hall. First duty is to restore Village Hall log cabin and balance for the new building.

Cheryl Carter: From Administration perspective, keep entire Police Department in one location. Do not split Chief and staff. Even just building a shell, still need ADA compliance. In favor of getting funding.

Ed Chisholm: Confirms that the State appropriation is for both the Village Hall restoration and new annex.

Janey Anderson: On the original Computer Learning Center design, there was an issue with a large fire hydrant expenditure. Need to confirm that.

Manager Shafran asks that meeting is concluded with the Commission providing clear direction. Important to stay on target with the timeframe. Agreement with architect in September; RFP draft in October; breaking ground in December.

Mayor Coviello asks for a pier review of RJ Heisenbottle's report.

Consensus from the Commission for the Manager to proceed with current plans and to continue to move forward.

## **6 Announcements**

Saturday, August 16th - Back to School / Children's Safety Day at 2:30pm

Wednesday, August 20th - 2nd Budget Workshop FY 2014-15 at 6:30pm

Our next regular Commission meeting is Tuesday, September 9, 2014, at 7:00pm.

## **7 Adjournment**

The meeting was adjourned at 11:20am.

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

Attest:

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

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



## **MINUTES**

**2nd Budget Workshop - FY 2014-15 Budget  
Ed Burke Recreation Center - 11400 NE 9th Court  
Biscayne Park, FL 33161  
Wednesday, August 20, 2014 at 6:30pm**

**1 Call to Order**

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

**2 Roll Call**

Mayor David Coviello - present

Vice Mayor Roxanna Ross - present

Commissioner Bob Anderson - present

Commissioner Fred Jonas - present

Commissioner Barbara Watts - absent (*arrived at 6:36pm*)

Present from staff were:

Village Manager Heidi Shafran

Village Clerk Maria C. Camara

Finance Director Irwin Williams

Public Services Manager Krishan Manners

Assistant Public Works Director Cesar Hernandez

**3 Pledge of Allegiance**

**4 Public Comments Related to Agenda Items**

Barbara Kuhl - Put aside money for new web page that is capable to do what other websites do. More information and more interactive. Easy access to code. FAQ on code, building, download permits, schedules, ability to make appointments. Provide relief for staff, and allow residents to work from home. On Public Works, \$41,000 for landscaping is premature. Not sure what it will be used for. Rather use money for Village Hall and new building. On Police, the 10% increase seems like a lot. This is enormous. Mayor brought up issue with excess police vehicles. This is a very large expenditure. Wish list - improved sound system and outside lighting for recreation center.

Janey Anderson - Solidly behind annexation, but it is down the road and out of our control. Many things to do now that are in our control. On Code Budget, thought we were adding training for one person. This is where we get good results from. The medians, we don't have anyone solidly trained to properly maintain what we have. The better we look, the better our houses will sell.

Manager Shafran formally introduced new employee Shelecia Bartley, Parks & Recreation Manager.

## **5 Discussion of Proposed Fiscal Year 2014-15 Budget**

### **5.a 524 Building Department**

After discussion, there was consensus on the budget presented for the Building Department.

### **5.b 529 Code Compliance**

After discussion, there was consensus on the budget presented for the Code Compliance Department.

### **5.c 539 Public Works**

After discussion, there was consensus on the budget presented for the Public Works Department

### **5.d 572 Parks & Recreation**

Consensus to increase salary to Miami Dade County living wage, and to budget for 2 full time (Manager and Coordinator) and 1 part time (Coordinator).

After discussion, there was consensus on the budget presented for the Parks & Recreation Department, with the change on the salaries and staffing.

### **5.e 101 Road Fund**

After discussion, there was consensus on the budget presented for the Road Fund.

### **5.f 103 CITT**

After discussion, there was consensus on the budget presented for the CITT fund.

### **5.g 105 Forfeitures**

After discussion, there was consensus on the budget presented for the Forfeitures fund.

### **5.h 302 Capital Improvements**

After discussion, there was consensus on the budget presented for the Forfeitures fund.

5.i 511 Commission

Consensus to increase education and training to \$2,500.

**6 Announcements**

Wednesday, August 20th - Code Review Board at 7:00pm

Tuesday, August 26th - Primary Elections from 7:00am to 7:00pm

Wednesday, August 27th - Recreation Advisory Board at 7:00pm

Monday, September 1st - All Village Departments are closed for Labor Day

Tuesday, September 2nd - Planning & Zoning Board at 6:30pm

Wednesday, September 3rd - Code Review Board at 7:00pm

Our next regular Commission meeting is Tuesday, September 9, 2014, at 7:00pm.

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*Additional Public Comment*

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Chuck Ross: Wants to commend Parks & Recreation Coordinator Wills Celestin for the great job he did at the Children's Safety Day Event this past Saturday.

**7 Adjournment**

The meeting was adjourned at 8:11pm.

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

Attest:

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

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



# Village of Biscayne Park

## Commission Agenda Report

**Village Commission Meeting Date:** September 9, 2014

**Subject:** Acceptance of Board Minutes

**Prepared By:** Maria C. Camara, Village Clerk

**Sponsored By:** Staff

### Background

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

### Staff Recommendation

Acceptance at Consent

### Attachments

- Planning & Zoning Board - August 4, 2014
- Planning & Zoning Board - August 18, 2014
- Planning & Zoning Board - September 2, 2014 **DRAFT**
- Code Compliance Board Special Meeting - July 29, 2014
- Code Compliance Board - August 12, 2014 **DRAFT**
- Ecology Board - July 21, 2014
- Parks & Parkway Advisory Board - July 16, 2014 **DRAFT**
- Public Art Advisory Board - August 6, 2014 **DRAFT**
- Recreation Advisory Board - July 22, 2014
- Biscayne Park Foundation - April 14, 2014

September 9, 2014

Commission Agenda Report

Acceptance of Board Minutes

- Biscayne Park Foundation - May 12, 2014
- Biscayne Park Foundation - June 9, 2014
- Biscayne Park Foundation - July 28, 2014 **DRAFT**



## The Village of Biscayne Park

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

### PLANNING & ZONING BOARD

Gage Hartung  
Chairman

Andrew Olis  
Vice Chairman

Carl Bickel  
Elizabeth Hornbuckle  
Doug Tannehill

Alternate  
Mario Rumiano

## MINUTES

### PLANNING & ZONING BOARD MEETING

Ed Burke Recreation Center

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

Monday, August 4<sup>th</sup>, 2014 at 6:30pm

#### 1. CALL TO ORDER

Meeting was call to order at 6:30 p.m.

#### 2. ROLL CALL

Gage Hartung - Chair Member - Present  
Andrew Olis -Vice Chair – present  
Carl Bickel – Board Member – present  
Elizabeth Hornbuckle- Board Member – present  
Doug Tannehill – Board Member – absent  
Shanesa Mykoo and Sal Annese – staff attendance – present

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

None

#### 4. APPROVAL OF MINUTES

July 21<sup>st</sup>, 2014

Motion by E. Hornbuckle, seconded by C. Bickel and approved 4-0

#### 5. PAINT PERMITS

None

#### 6. BUILDING PERMITS

- a. Edwards – 11600 NE 6 Ave – Reroof  
Motion by C. Bickel, and seconded by A. Olis and approved 4-0
- b. Torano – 11328 NE 7 Ave – Replace windows  
\* Tabled – no orientation to front door
- c. Jeripa Invest – 741 NE 115 St – Replace garage door  
Motion by A. Olis, seconded by E. Hornbuckle and approved 4-0
- d. Badel Corp – 910 NE 119 St – Replace windows  
motion by C. Bickel, seconded by A. Olis and approved 4-0
- e. Biscaya Holdings – 1050 NE 121 St – Reroof  
Motion by A. Olis, seconded by C. Bickel and approved 4-0
- f. Ambrosino – 10801 NE 9 Ave – Install windows  
Motion by A. Olis, and seconded by E. Hornbuckle and denied 4-0
  - Across front of house needs to be the same style

#### 7. Administrative Variance

None

The next meetings of the Planning & Zoning Board are Monday, August 18<sup>th</sup> and Monday, September 2<sup>nd</sup>, 2014.



# The Village of Biscayne Park

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

## PLANNING & ZONING BOARD

Gage Hartung  
Chairman

Andrew Olis  
Vice Chairman

Carl Bickel  
Elizabeth Hornbuckle  
Doug Tannehill

Alternate  
Mario Rumiano

## MINUTES

### PLANNING & ZONING BOARD MEETING Ed Burke Recreation Center 11400 NE 9<sup>th</sup> Court – Biscayne Park, FL Monday, August 18<sup>th</sup>, 2014 at 6:30pm

#### 1. CALL TO ORDER

The meeting was call to order at 6:30 p.m.

#### 2. ROLL CALL

Gage Hartung - Chair Member - Present  
Andrew Olis - Vice Chair - absent  
Carl Bickel - Board Member - present  
Elizabeth Hornbuckle - Board Member - absent  
Doug Tannehill - Board Member - present  
Shanesa Mykoo, Sal Annese, and Krishan Manners - staff attendance - present

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

#### 4. APPROVAL OF MINUTES

August 4<sup>th</sup>, 2014  
Motion by, D. Tannehill, seconded by C. Bickel and approved 3-0

#### 5. PAINT PERMITS

a. Stowell- 11643 NE 11<sup>th</sup> PL  
Motion by D. Tannehill, seconded by C. Bickel and approved 2-1  
\*opposed G. Hartung

#### 6. BUILDING PERMITS

- a. Ambrosino - 10801 NE 9<sup>th</sup> Ave - Install windows  
Motion by D. Tannehill, seconded by C. Bickel and approved 3-0
- b. De Kanel - 654 NE 118<sup>th</sup> St - Remodel driveway  
Motion by C. Bickel, seconded by D. Tannehill and approved 3-0
- c. Bittner - 11915 NE 11<sup>th</sup> Ct - Reroof  
Motion by D. Tannehill, seconded by C. Bickel and approved 3-0
- d. Bronson - 1000 NE 116<sup>th</sup> St - Reroof on carport  
Motion by C. Bickel, seconded by D. Tannehill and approved 3-0
- e. Bergeron - 625 NE 114<sup>th</sup> St - Driveway (existing)  
Motion by C. Bickel, seconded by D. Tannehill and approved 3-0  
\*need row of pavers
- f. Feuer - 717 NE 119<sup>th</sup> St - Revising 4 additional windows  
Motion by D. Tannehill, seconded by C. Bickel and approved 3-0
- g. Taylor - 11302 NE 10<sup>th</sup> Ave - Reroof front porch  
Motion by D. Tannehill, seconded by C. Bickel and approved 3-0  
\*confirmed flat roof
- h. Torano - 11328 NE 7<sup>th</sup> Ave - Replace windows and install fence  
-window permit tabled (need uniform windows)  
- Motion by C. Bickel, seconded by D. Tannehill and approved 3-0
- i. Mckenzie - 11080 Griffing Blvd - Fence  
Motion by C. Bickel, seconded by D. Tannehill and approved 3-0
- j. Chafin - 12020 NE 5<sup>th</sup> Ave - Pool and deck construction  
Motion by C. Bickel, seconded by D. Tannehill and approved 3-0

*Approved  
9/2/14  
[Signature]*



## The Village of Biscayne Park

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

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

- k. McCormick – 886 NE 117<sup>th</sup> St – Addition  
Motion by C. Bickel, seconded by D. Tannehill and approved 3-0
- l. Dillon – 712 NE 115<sup>th</sup> St – Garage door  
Motion by D. Tannehill, seconded by C. Bickel and approved 3-0
- m. Conrado – 11205 NE 8<sup>th</sup> Ave – Addition  
Motion by D. Tannehill, seconded by C. Bickel and approved 3-0  
\*Need administrative variance on existing structure
- n. Emerson – 12015 NE 12<sup>th</sup> Ave – Driveway  
Motion by C. Bickel, seconded by D. Tannehill and approved 3-0

### 7. Administrative Variance

None

The next meetings of the Planning & Zoning Board are Monday, September 2<sup>nd</sup> and Monday, September 15<sup>th</sup>, 2014.

### 8. ADJOURNMENT

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

**TWO OR MORE MEMBERS OF THE VILLAGE OF BISCAYNE PARK COMMISSION AND OTHER VILLAGE BOARD MEMBERS MAY BE IN ATTENDANCE.**

#### **DECORUM**

Any person making impertinent or slanderous remarks, or who becomes boisterous while addressing the Committee, shall be barred from further audience before the Committee by the presiding officer, unless permission to continue or again address the Committee is granted by the majority vote of the 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 Board 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.

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



# *The Village of Biscayne Park*

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

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

## PLANNING & ZONING BOARD

Gage Hartung  
Chairman

Andrew Olis  
Vice Chairman

Carl Bickel  
Elizabeth Hornbuckle  
Doug Tannehill

Alternate  
Mario Rumiano

## **MINUTES**

### **PLANNING & ZONING BOARD MEETING**

**Ed Burke Recreation Center**

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

**Tuesday, September 2<sup>nd</sup>, 2014 at 6:30pm**

#### **1. CALL TO ORDER**

The meeting was call to order at 6:30 p.m.

#### **2. ROLL CALL**

Gage Hartung – Chair Member – absent  
Andrew Olis – Vice Chair – present  
Carl Bickel – Board Member – present  
Doug Tannehill – Board Member – present  
Elizabeth Hornbuckle – Board Member – absent  
Krishan Manners and Sal Annese – staff attendance – present

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

#### **4. APPROVAL OF MINUTES**

August 18<sup>th</sup>, 2014

Motion by C.Bickel, seconded by D. Tannehill and approved 3-0

#### **5. PAINT PERMITS**

None

#### **6. BUILDING PERMITS**

- a. Hart – 11001 NE 9<sup>th</sup> Ct – Window replacement and new driveway  
Window: Motion by C. Bickel, seconded by D. Tannehill and approved 3-0  
Driveway: Tabled - \*Need boarder
- b. Church of Resurrection – 11173 Griffing Blvd – New windows and storage  
Window: Motion by D. Tannehill, seconded by C. Bickel and approved 3-0  
Storage: Motion by C. Bickel, seconded by D. Tannehill and approved 3-0
- c. Monereau – 1019 NE 115<sup>th</sup> St – Repair Fascia board  
Motion by C. Bickel, seconded by D. Tannehill and approved 3-0
- d. Alonso – 825 Ne 113<sup>th</sup> St – New swimming pool & Paver deck  
Motion by D. Tannehill, seconded by C. Bickel and approved 3-0
- e. Schwartz – 783 NE 119<sup>th</sup> St – Retile porch  
Motion by D. Tannehill, seconded by C. Bickel and approved 3-0
- f. Buise – 1021 NE 114<sup>th</sup> St – Impact window  
Motion by C. Bickel, seconded by D. Tannehill and approved 3-0
- g. Gamas – 11095 NE 8<sup>th</sup> Ave – Window and roof  
Motion by C. Bickel, seconded by D. Tannehill and approved 3-0

#### **7. Administrative Variance**

- a. Caracappa – 11124 NE 9<sup>th</sup> Ave – Boat Variance  
Motion by C. Bickel, seconded by D. Tannehill and approved 3-0
- b. Jaramillo – 730 NE 120<sup>th</sup> St – Boat Variance  
Motion by D. Tannehill, seconded by C. Bickel and approved 3-0



## *The Village of Biscayne Park*

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

The next meetings of the Planning & Zoning Board are Monday, September 15<sup>th</sup> and Monday, October 6<sup>th</sup>, 2014

### **8. ADJOURNMENT**

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

Minutes approved on: \_\_\_\_\_  
(Date)

By: \_\_\_\_\_  
Gage Hartung, Chair Planning & Zoning Board



# The Village of Biscayne Park

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

CODE  
COMPLIANCE  
BOARD

Chairman  
Gary Kuhl

Vice Chairman  
Harvey Bilt

Michael Beltran  
Dale Blanton  
Linda Dillon

Alternate  
Jenny Johnson-  
Sardella

## MINUTES SPECIAL MEETING - CODE COMPLIANCE BOARD Ed Burke Recreation Center 11400 NE 9th Court Tuesday- July 29<sup>th</sup>, 2014 at 7:00 p.m.

### 1. CALL TO ORDER

Meeting was called to order at 7:00 p.m.

### 2. ROLL CALL

Gary Kuhl – Chair-present  
Harvey Bilt – Vice Chair-present  
Michael Beltran-absent (arrived at 7:10pm)  
Dale Blanton-present  
Linda Dillon-present  
Jenny Johnson-Sardella-absent (arrived at 7:05pm)  
Staff Attendance - Code Officer Reginald White and Wendy Hernandez.

### 3. NEW BUSINESS

- a. Eva M Areias & Carlos A Lima – 741 NE 114<sup>th</sup> St – Mosquito infestation, Dirty Pool and backyard Case# 14-0156  
- Motion finding property not in compliance, must come into compliance within (7) seven days by D. Blanton and seconded by H. Bilt, Vote count 5-0  
- Not in compliance, Fine of \$100, \$35 Admin Fee and a daily fine of \$100 to commence on August 6<sup>th</sup>, 2014 if not in compliance
- b. BarryTritt & W Debra A – 11211 NE 8<sup>th</sup> Ct - Dirty Pool & Mosquito infestation Case# EEN14-0158 (Debra Tritt present)  
- Motion to dismiss by D. Blanton and seconded by L. Dillon, Vote count 4-0 (board member Beltran absent during the vote)  
- In compliance, pool was cleaned and mosquito infestation treated by Miami-Dade County. Citation and Administrative fees waved.
- c. Authr E Hunter Trs Carolyn L Hunter – 1013 NE 115<sup>th</sup> St – Dirty Pool, Mosquito infestation, yard debris, trash and filth in front and backyard. Case# EEN14-0157  
- Motion finding property not in compliance by D. Blanton and seconded by H. Bilt, Vote count 5-0  
- Not in compliance, no response from property owner, Fine of \$100, \$35 Admin Fee and a daily fine of \$100 to commence on July 29<sup>th</sup>, 2014

### 4. ANNOUNCEMENTS / SCHEDULE OF NEXT MEETING

The next meeting of the Code Compliance Board is Tuesday, August 12<sup>th</sup>, 2014, at 7:00PM.

### 5. ADJOURNMENT

Meeting adjourned at 7:30 p.m.

Minutes approved on 9.4.14

By: [Signature]  
Gary Kuhl, Chair



**CODE  
COMPLIANCE  
BOARD**

Chairman  
Gary Kuhl

Vice Chairman  
Harvey Bilt

Michael Beltran  
Dale Blanton  
Linda Dillon

Alternate  
Jenny Johnson-  
Sardella

**MINUTES  
CODE COMPLIANCE BOARD  
Ed Burke Recreation Center 11400 NE 9th Court  
Tuesday- August 12<sup>th</sup>, 2014 at 7:00 p.m.**

**1. CALL TO ORDER**

Meeting was called to order at 7:05 p.m.

**2. ROLL CALL**

Gary Kuhl – Chair-present  
Harvey Bilt – Vice Chair-absent  
Michael Beltran-present  
Dale Blanton-present  
Linda Dillon-present  
Jenny Johnson-Sardella-present  
Staff Attendance - Code Officer Reginald White and Wendy Hernandez.

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

--Adding to new business item 5e

**4. APPROVAL OF MINUTES**

- a. July 8<sup>th</sup>, 2014 - approved with minor change on item 6a
- b. July 29<sup>th</sup>, 2014 - approved

**5. NEW BUSINESS**

- a. Gavin Mckenzie - 11080 Griffing Blvd – Fence constructed against neighbor's wall without a permit: Case#14-0135
  - Motion by D. Blanton, to remove fence or apply for and obtain permit for a fence within two weeks, seconded by L. Dillon, Vote count 5-0
  - Not in compliance, Fine of \$50 for putting up fence without a permit, \$35 Admin Fee and a daily fine of \$50 to commence on August 27<sup>th</sup>, 2014
- b. Small Time Invest LLC – 940 NE 121th St – Overgrown grass, weeds and shrubberies: Case#14-0139
  - Motion to dismiss by M. Beltran and seconded by J. Johnson-Sardella, Vote count 5-0
  - In compliance, case closed grass, weeds and shrubberies was cut.
- c. Small Time Invest LLC – 940 NE 121th St – Exterior wall on the side of house is discolored: Case#14-0140
  - Motion to apply for permit no later than Thursday, the 14<sup>th</sup> of August by J. Johnson-Sardella and seconded by L. Dillon, Vote count 5-0
  - Not in compliance, Fine of \$50, \$35 Admin Fee and a daily fine of \$50 to commence on August 15<sup>th</sup>, 2014 if permit application has not been submitted.
- c. 1015 NE 112st, LLC 1015 NE 112<sup>th</sup> St - Bathroom & Kitchen not operable Case: 14-0176
  - Motion to dismiss by D.Blanton, board consensus that this is a matter between Landlord and Tenant and seconded by L. Dillon, Vote count: 5-0



**6. OLD BUSINESS:**

**7. FINE REDUCTION:**

- a. Joy M Spence – 11610 Griffing Blvd – Electrical Violations noted on PE14-0007 not corrected: Case#14-0126  
All violations on permit PE14-0007 were corrected and necessary permits were applied for and obtained.  
-Motion in favor to have fines waived and close case, by J. Johnson-Sardella and seconded by D. Blanton. Vote count 5-0
- b. Mario J Nunez – 11990 NE 7th Ave – Carport/Canopy constructed without a permit: Case#14-0124  
Carport was brought down day after original order of enforcement meeting.  
-Motion to deny fine reduction, by J. Johnson-Sardella and seconded by D. Blanton. Vote count 5-0
- c. Gill Prizament – 971 NE 119th St – Case#7-13-2006, 12-13-2118, 6-08-1074  
Case#7-13-2006-Illegal structure/carport  
-Motion to reduce fine to \$500, as the property owner took action to come into compliance once the fine was recognized, by G. Kuhl and seconded by J. Johnson-Sardella. Vote count 5-0  
Case#12-13-2118-No Landlord permit 2013  
-Motion to reduce fine to \$250. The owner of the property has obtained a landlord permit and is in compliance, by M. Beltran and seconded by D. Blanton. Vote count 5-0  
Case#6-08-1074-Minimum housing violation-house not paint  
-Motion to reduce fine to \$1,000 as the property is in compliance, by M. Blanton and seconded by D. Blanton. Vote Count 5-0

All fines must be paid by August 27<sup>th</sup> 2014 to avoid lien on property.

- d. Marie Nichole Monereau – 1019 NE 115th St – Case# 14-0054, 8-12-1665, 8-13-2028, 06-373, 06-376, 06-372 & 375 and 02-534  
Case# 14-0054- Overgrown grass and weeds  
In compliance, grass and weeds were cut  
Motion to waive fees as it is in compliance, by M. Beltran and seconded by D. Blanton. Vote Count 5-0  
Case#8-12-1665- Landlord Permit- Owner was living in the house, house was not rented.  
Motion to dismiss case due to property not being rented, by M. Blanton and seconded by L. Dillon. Vote Count: 5-0  
Case#8-13-2028-Dilapidated Roof- Duplicated violation, case #06-376 is the original violation  
Motion to dismiss the duplicated violation, by M. Beltran and seconded by .Dillon. Vote count 5-0  
Case#06-373- Dirty Roof  
In compliance, roof was cleaned  
Motion to reduce fine to \$1,000, by D. Blanton and seconded by L.Dillon. Vote Count 5-0  
Case#06-376-Deteriorated roof overhang (liened)  
Case cannot be reduced as it has not come into compliance, fine remains at \$ 26,900  
Case#06-372 & 375- Overgrown hedges and trees  
Motion to reduce fine to \$500, by L. Dillon and seconded by M. Beltran. Vote count 5-0



## *The Village of Biscayne Park*

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

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

Case#02-534-Allowing, keeping, creating, maintaining, breeding mosquitos  
In compliance

Motion to impose fine at \$200, by J. Johnson-Sardella and seconded by D. Blanton,  
Vote count 3-2 (G. Kuhl and L. Dillon)

All fines must be paid by August 27<sup>th</sup> 2014 to avoid lien on property.

### **8. ANNOUNCEMENTS / SCHEDULE OF NEXT MEETING**

The next meeting of the Code Compliance Board is Tuesday, September 4<sup>th</sup>, 2014, at  
7:00PM.

### **9. ADJOURNMENT**

Meeting adjourned at 8:35 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

Carmen DeBernardi  
Chair

Karla Gottlieb  
Tom Pliske  
Marie Smith  
Richie Strassberg

Alternate  
Luca Bronzi

## MINUTES Ecology Board

Ed Burke Recreation Center  
11400 NE 9<sup>th</sup> Court, Biscayne Park, FL

July 21, 2014

1. **Call to Order** - The meeting was called to order at 6:32 p.m.
2. **Roll Call** - Carmen DeBernardi, Tom Pliske, Richie Strassberg, Luca Bronzi.
3. **Additions, deletions and withdrawals** - None.
4. **Approval of Minutes** - The minutes of the previous meeting were read and approved.
5. **New Business** - The Board was advised that Commissioner Jonas has brought up the idea of merging the Ecology Board with the Parks and Parkway Advisory Board. Upon consideration of the idea, the Ecology Board concluded that it would like to maintain its own voice insofar as it has distinct viewpoints and perspectives from those of the Parks and Parkway Advisory Board.
6. **Old Business** - The Board discussed the Shredding Event with Police Chief Cornelius McKenna and Village Clerk Maria Camara. It is anticipated that 75 to 100 boxes of documents will be shredded at the event. Miami Shores organized a similar event with the assistance of Iron Mountain, who provided the necessary equipment. A motion was made and approved for Richie Strassberg to contact Iron Mountain as to what dates it will be available to assist, and for Richie to organize the event in conjunction with the Village Police Department.

The Public Works Department advised that the Village's vegetation chipper no longer functions and that current finances prohibit making the necessary repairs. When the budget allows, the Board will look into making the repairs or purchasing a chipper for residential and public area mulching.

Once the shredding event is completed, the Board will start planning a native plant sale. In the meantime, Tom Pliske will make calls about sourcing the plants.

7. **Public Comments** - None.

8. **Announcements** - The next meeting will take place on Monday, August 18, 6:30 p.m. at the recreation center.

9. **Adjournment** - The meeting was adjourned at: 7:02

Minutes taken by Luca Bronzi

---

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

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



PARKS &  
PARKWAY  
ADVISORY BOARD

Dan Keys  
Chairman

Barbara Kuhl  
Robert Moreno  
Robert Silverman  
Randy Wagoner

**MINUTES**  
**PARKS & PARKWAY ADVISORY BOARD**  
**Ed Burke Recreation Center 11400 NE 9<sup>th</sup> Court**  
**Wednesday, July 16, 2014 at 6:00 PM**

1. CALL TO ORDER AND ROLL CALL – Barbara Kuhl, Randy Wagoner and Dan Keys were present; Robert Silverman and Robert Moreno were absent. Guests – Commissioner Fred Jonas and Manager Shafran.
2. AGENDA ADDITIONS AND DELETIONS - None
3. PUBLIC COMMENT (PERMITTED FOR EACH AGENDA ITEM) – As noted.
4. APPROVAL OF MINUTES – **The minutes of May 25, 2014 and June 18, 2014 were approved unanimously.**
5. OLD BUSINESS
  - A. Sixth th Ave. Bridge Grant – It was reported that the Sabal Palms for the 6<sup>th</sup> Avenue bridge embankment were scheduled to be planted during the week of July 21.
  - B. It was reported that the anticipated grant for entrance signage and associated landscaping was indeed for \$50,000. The contracts were not yet signed. The Board discussed previous recommendations to the affect that it advised that a Landscape Architect should be hired to design the signs and the associated landscapes to include a pallet of plants suitable for expansion of landscaping throughout the inventory of Village medians.
6. NEW BUSINESS – Manager Shafran advised that \$41,000 was in the proposed budget for landscape projects during the next fiscal year.
7. ADJOURNMENT – The meeting adjourned with no further discussion.



PUBLIC ART  
ADVISORY BOARD

Bradley Piper  
Chair

Karen Cohen  
Karen Marinoni  
Larry Newberry  
Susan Weiss

**MINUTES**  
**PUBLIC ART ADVISORY BOARD**  
**Village Hall Median, 640 NE 114<sup>th</sup> St., Biscayne Park, FL**  
**Wednesday, August 6, 2014 at 6:00PM**

1. CALL TO ORDER AND ROLL CALL – The meeting was called to order at 6:05pm. Present were board members Bradley Piper, Larry Newberry, Karen Marinoni and Susan Weiss. Karen Cohen absent. Also present was Village Clerk Maria Camara.
2. AGENDA ADDITIONS AND DELETIONS - None
3. PUBLIC COMMENT (PERMITTED FOR EACH AGENDA ITEM) - None
4. APPROVAL OF MINUTES - Larry Newberry made a motion to approve the minutes of July 9th and it was seconded by S. Weiss. All in favor 4-0.
5. OLD BUSINESS
  - a. Placement of artwork at Village Hall median – resident’s concerns to be addressed. After discussion, a motion made by L. Newberry to move the placement of the art sculpture to the area between the benches and Village Hall, and it was seconded by K. Marinoni. All in favor 4-0.
  - b. Pouring of concrete bases and scheduling. The concrete has been poured for the art sculpture at Griffing Park. L. Newberry to look at sculpture in order to prepare for installation.  
  
Concrete for the base for the sculpture at the Village Hall median to be completed the weekend of August 9<sup>th</sup>. Once completed, L. Newberry to finalize installation.
  - c. Article for next Village Newsletter. Consensus to create a full page “Call to Artists” for the October newsletter. At the next meeting, finalize ideas for the page.
6. NEW BUSINESS - None
7. NEXT MEETING DATE – Wednesday, September 10, 2014 at 6:00pm.
8. ADJOURNMENT – Meeting was adjourned at 6:40pm.



# *The Village of Biscayne Park*

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

Minutes approved on \_\_\_\_\_  
(Date)

By: \_\_\_\_\_  
Bradley Piper, Chair



**RECREATION  
ADVISORY BOARD**

Dan Samaria  
Chairman

Manny Espinoza  
Noah Jacobs  
Charly McDonald  
Walter Pettis

**MINUTES  
RECREATION ADVISORY BOARD  
Ed Burke Recreation Center, 11400 NE 9<sup>th</sup> Court  
Thursday, July 22, 2014 at 7:00PM**

**1. CALL TO ORDER**

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

**2. ROLL CALL**

Walter Pettis, Dan Samaria, Patrick McGeehan

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

Remove 5j. Moved 5g, 5i, to august meeting

**4. APPROVAL OF MINUTES**

A motion was made by Patrick to approve minutes it was second by Walter and approved 3-0

**5. NEW BUSINESS**

a. The board presented to Rec. Director Issa two awards presented by Dan the first was a certificate that read "In graduate for your contribution to the Recreation Advisory Board", it was signed the members of the Rec. Board and a plaque titled Those who serve it read God has a special place for each of us to serve and you have chosen to follow His path. You have been the hands, the Feet, the Voice and the Love of GOD expressed in many different ways. You have chosen to honor Him as you have served in His name. Thank you for your willingness to give of yourself and be used where God has placed you. You have blessed many lives.

b. The board presented to Rec. Board member Patrick McGeehan who is resigning at the end of this meeting, two awards presented by Dan the first was a certificate that read "In graduate for your contribution to the Recreation Advisory Board", it was signed the members of the Rec. Board and a plaque titled Those who serve it read God has a special place for each of us to serve and you have chosen to follow His path. You have been the hands, the Feet, the Voice and the Love of GOD expressed in many different ways. You have chosen to honor Him as you have served in His name. Thank you for your willingness to give of yourself and be used where God has placed you. You have blessed many lives.



c. Board member Patrick McGeehan handed in his resignation to Dan and the rest of the board that will take affect at the end of this meeting, it read: Please accept my letter of resignation from the Recreational Advisory Board of the Village of Biscayne Park. I have recently moved from the village and can no longer serve on the board. I have enjoyed my tenure as a board member and I am proud of the work we have done together. Should you have any questions or need further information, please feel free to contact me. Dan told the board that this is a great lost and he will be missed. The board wished him well and reminded him that if there was anything we can help him with the future don't hesitate to contact us.

d. Dan reminded the board that our next "Meet the Residents" will be held Sept. 23 at 7p.m at our next meeting. And he hoped that we can promote it and get the residents to come out.

f. Dan informed the board that he would like to have a 9/11 run and panic to honor the victims of 9/11. He asked the board members for ideals and wanted to be held on Sept 11 from 6-8 p.m. but the City Manage said their of plans on that date and asked to move it to Sat. Sept 13 the same time. Dan informed the CM that the board will be glad to work with village on this event. A motion was made by Walter to have a candled light walk from Memorial Park to the Rec. Center. With details to be updated at the next board meeting from 6-8 p.m. It was second by Patrick and approved 3-0.

h. Dan informed the board on the last Meet the Residents event, that we had donations of \$89.00, he also informed that we had 19 people that showed up including members of the administration and thanked them for coming. He also read some the ideals from the residents in the survey that the board handed out. There is so much response that it will be brought up again to the full board at our next meeting, since there was only three board members present.

## **6. OLD BUSINESS**

- a. Issa updated the board on the Garbage enclosure project, that he had a meeting with the Heidi to get the staff of public works to build it so that we only have to pay for the supplies needed.

## **7. PUBLIC COMMENT**



## *The Village of Biscayne Park*

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

### **8. FUTURE CALENDAR OF EVENTS**

Dan hopes that the board members would be able to attend the events and help the village in any way they can.

**8. ANNOUNCEMENTS / SCHEDULE OF NEXT MEETING** – The next meeting of the Recreation Advisory Board is **Wed August 27, 2014**, at 7:00PM.

### **9. ADJOURNMENT**

Before we adjourned Dan informed the board that there was food and drinks sponsored by his Company Creepy Critters Pest Control. A motion was made at 7:30p.m by Walter and was second by Patrick passed 3-0.



# Village of Biscayne Park

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www.biscayneparkfl.gov

## BISCAYNE PARK FOUNDATION MINUTES

Monday, April 14, 2014 at 7:00PM  
Ed Burke Recreation Center  
11400 NE 9<sup>th</sup> Court Biscayne Park, FL 33161

### Board Members

President  
Supreme Dorvil

Vice president  
Jorge Marinoni

Treasurer  
Joe Chao

Secretary  
Marie Smith

#### 1. Call to Order

Dorvil called the meeting to order at 7:15 p.m.

#### 2. Roll Call

In attendance at the meeting were board members Joe Chao, Supreme Dorvil, and Jorge Marinoni. Members Marie Smith and Sylvia Link were absent.

#### 3. Additions, deletions and changes to the agenda

#### 4. Approval of Minutes

Approval of the Minutes from Feb. 5<sup>th</sup>, 2014 and March 12<sup>th</sup>, 2014 were read and approved. Motioned by Joe Chao and seconded by Jorge Marinoni.

#### 5. Treasurer's report

Approval of the treasurer's report from Feb. 5<sup>th</sup>, 2014 was approved. Motioned by Joe Chao and seconded by Jorge Marinoni.

A total of \$160 worth of donations was accepted by the board. Motioned by Joe Chao seconded by Supreme Dorvil.

The City National account for the BP Foundation will have 2 new signature holders. Joe Chao and Jorge Marinoni will be contacting the Bank and providing their information and meet the bank representative to sign documentation. This was motioned by Joe Chao and seconded by Supreme Dorvil and was approved.

#### 6. New Business

##### 6a. Foundation email and website

It was decided to approve \$200 budget for 2014 to create a website with email ability for the Biscayne Park Foundation. This would include registration of

domain and actual website design. Jorge Marinoni will be in charge of this project and will follow up with board members via email on the progress. This was motioned by Joe Chao and seconded by Supreme Dorvil.

#### **6b. Biscayne Park's Got Talent**

The set date for this event will be Saturday, October 11<sup>th</sup>, 2014 at the recreation center in place of Food & Tunes Night. The contest will be divided into 3 categories by age.

- 0-10 years of age
- 11-17 years of age
- Adults 18 and over

Trophies and prizes will be awarded and winners will be decided on by popularity through voting cards that will be handed out at the beginning of the show. There will be a budget of \$200 for the trophies and awards. Supreme Dorvil and Sylvia Linke will be the coordinators of this event. Motioned by Joe Chao and seconded by Jorge Marinoni.

#### **6c. Car show**

Motorcycle/ car show would be scheduled around Winterfest. Date to be announced was decided to be on

#### **6d. Wine Party**

Joe reported on the traveling Wine & Beer Tasting fundraiser parties. The first is tentatively to be held at his home and will be open only by invitation on Sunday, May 25, 2014. Total Wine and More provided a 30% discount to this event. Whole Foods will be contacted in order to acquire snacks as well. Joe Chao and Marie Smith will be coordinating this event.

#### **6f. Facebook account**

Promotion of our Facebook account will be done at each event.

#### **6h. Business cards**

Joe Chao provided several business card options. None were picked but it was decided that the board will decide on the design for the business cards via email to minimize wait time and that only 250 will be ordered from Vistaprint. Motioned by Joe Chao and seconded by Supreme Dorvil.

#### **6G. Foundation T-shirts**

Joe Chao provided several t-shirt options. None were picked but it was decided that the board will decide on the design for the t-shirts to be sold via email to minimize wait time. Motioned by Joe Chao and seconded by Supreme Dorvil.

#### **6I. Farmer's Market**

Was moved to the next meeting.

Next meeting will be held Monday, May 12<sup>th</sup>, at 7:00 p.m. The meeting adjourned 8:18 p.m. Motioned by Joe Chao and seconded by Supreme Dorvil.

---

Minutes approved by the Board on \_\_\_\_\_.

---

Supreme Dorvil, President

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Secretary/Treasurer



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[www.BiscayneparkFoundation.org](http://www.BiscayneparkFoundation.org)

## BISCAYNE PARK FOUNDATION MINUTES

Monday, May 12<sup>th</sup>, 2014 at 7:00PM  
Ed Burke Recreation Center  
11400 NE 9<sup>th</sup> Court Biscayne Park, FL 33161

### Board Members

President  
Supreme Dorvil

Vice president  
Jorge Marinoni

Treasurer  
Joe Chao

Secretary  
Marie Smith

#### 1. Call to Order

Dorvil called the meeting to order at 7:09 p.m.

#### 2. Roll Call

In attendance at the meeting were board members Joe Chao, Supreme Dorvil, Sylvia Linke and Jorge Marinoni. Marie Smith was absent

#### 3. Additions, deletions and changes to the agenda

An update on Costco donations was added to New Business under 7 a and a follow up on the BP Foundation website was added to 6c

#### 4. Approval of Minutes

Approval of the Minutes from April 14<sup>th</sup>, 2014 were read and approved. Motioned by Joe Chao and seconded by Jorge Marinoni.

#### 5. Treasurer's report

Approval of the treasurer's report May 12<sup>th</sup>, 2014 was approved. Motioned by Joe Chao and seconded by Jorge Marinoni. It was decided to make all reimbursement to members to be made at the next meeting.

#### 6. Old business

##### a. Event coordination

It was decided that follow up and coordination of events will be handled via email and text. This was motioned by Joe Chao and seconded by Supreme Dorvil.

##### b. Wine party

A report on the upcoming Wine & beer Tasting Fundraiser for BP Foundation which is scheduled for Sunday, May 25, 2014 was made by Joe Chao explaining what will be needed from the members and what the plan is.

##### c. Foundation's Email & Website

A report by Jorge Marinoni was made and it was decided that each member will be assigned their own webmail address ending with @biscayneparkfoundation.org.

The Recreation Center's address will be used as the physical address so that all packages could be delivered there.

The website is not completed yet but he will send us screen shots via email to keep all members updated.

**d. Food and Tunes**

The next event will be held on Saturday, June 14<sup>th</sup>, 2014 and will be a Latin theme with a Latin music band and Latin inspired food trucks. Joe Chao and Sylvia Linke will acquire the talent and trucks while Supreme Dorvil will attempt to find a sponsor for the event.

**e. Biscayne park got talent**

Dorvil/Linke will be held in October 2014 date pending. Joe Chao will create a registration form which will be approved via email.

**f. Motorcycle/car show**

Will be held at our Winterfest on December 20<sup>th</sup>, 2014

**g. Facebook page**

Jorge Marinoni stated that the page was up and running

**h. Business cards**

Joe Chao stated that 500 business cards were order and should be delivered by the end of this week.

**i. Foundation t-shirts**

The Food & Tunes Night t-shirts are not financially viable with the present estimates however Sylvia Linke offered to speak with Fruit of the Loom to see if they can have the actual t-shirts donated so we would only have to pay for the printing.

**j. Farmer's Market**

Sylvia Linke and Jorge Marinoni will contact various successful farmers makers specializing in organic crops. It was decided that Sundays in front of the Police HQ right next to the church parking lot would be the best location. The time frame was decided upon 9am until 2pm. This will be voted upon once a reputable farmer's market organizer is found. Ms. Linke stated that she was going to contact the Yellow/Green market.

**k. Assisting in village projects – lighting around the recreational center**

Joe Chao will discuss options with Lumen International

**7. New Business**

- a.** Jorge Marinoni made a report on the viability of using Costco to acquire donations. It was made known that Costco donates solely for children's charities so it determined that Costco would be placed on the backburner for future endeavors.

**b.**

**8. Other fundraising ideas**

None were discussed so this will be moved to the following meeting's agenda.

9. Next meeting will be held Monday, June 9<sup>th</sup>, at 7:00 p.m. The meeting adjourned 8:09 p.m. Motioned by Joe Chao and seconded by Jorge Marinoni.

10. Minutes approved by the Board on \_\_\_\_\_.

11. \_\_\_\_\_

12. Supreme Dorvil, President

13. \_\_\_\_\_

14. Secretary/Treasurer



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## BISCAYNE PARK FOUNDATION MINUTES

**Monday, June 9, 2014 at 7:00PM**

**Ed Burke Recreation Center**

**11400 NE 9<sup>th</sup> Court Biscayne Park, FL 33161**

### Board Members

**President**

**Supreme Dorvil**

**Vice president**

**Jorge Marinoni**

**Treasurer**

**Joe Chao**

**Secretary**

**Marie Smith**

Dorvil called the meeting to order at 7:02 p.m.

**Roll call:** board member Joe Chao, Supreme Dorvil, Sylvia Linke, Jorge Marinoni, Marie Smith

In attendance: Mayor Heidi Shafran, Commissioners Barbara Watts and Fred Jonas, Claire Tomlin, and Art Advisory member.

**Approval of Minutes** for May 12, 2014, Motion Joe Chao, seconded Marie Smith.

No Treasurer's Report submitted at this meeting.

### OLD BUSINESS

1. Joe Chao reported that the Food & Tunes scheduled for June 14 had been canceled due to the breakdown of negotiations between two Latin bands and the possibility of inclement weather predicted for that week-end. The next Food & Tunes is scheduled for the August 30th weekend (Labor Day week-end).

2. Member Sylvia Linke spoke of her research into the Village holding a Farmer's Market weekly. Claire Tomlin, a successful coordinator of Farmers' Market in Dade and Broward joined the discussion. If coordinated and approved by the Village Commission, the market would be held on consecutive Sundays from 9:00 a.m. to 3:00 p.m. in the vacant area on N.E. 6th Avenue and the police trailer. Residents' arts and crafts should be included and the opportunity to sample food presentations, purchase organic produce and serve a brunch. A direct mailing would inform the residents. An appointment with Ronald Peters (Village insurance) be arranged so that the Village insurance would cover this event. The City Manager suggested the foundation members visit the Farmer's Market at Wilton Manors to experience the possibilities of such an event for the Village. A price of \$30 per vendor was suggested. Possibility of a net profit of \$600 per event.

3. Joe Chao reported on the success of the Wine Tasting event at his home May 25, 2014. A gross amount of \$1,108.00 was realized, with a net profit of \$413.33 plus 8 remaining wine bottles.

Commissioner Fred Jonas to contact certain residents to see if they would host a Wine Tasting event and to report back to the Foundation. Appreciation by the commission to the Torano family for their generous donation of \$300 toward the event.

4. Talent Contest October 11 - motion by Dorvil and seconded by Marie Smith to print flyers for this event. Motion passed.

5. Business cards distributed by Joe Chao.

## **NEW BUSINESS**

1. **Oktoberfest:** Sylvia Linke suggested that plans be made to bring Oktoberfest to the Village to piggy-back on the existing festivals in our area that contract with German bands. A temporary three day liquor license could be obtained. Sylvia to report back after reaching out to beer companies who might supply beer trucks to the event.

## **2. GRANTS**

Comm. Jonas reported on some elderly residents that needed roof replacements. Joe suggested that since the Foundation could not help that a liaison be opened with his Miami-Dade department to see what could be done for these residents.

3. Comm. Watts suggested that the Foundation contact an architect at FIU to walk the area around the Park and submit recommendations for the procurement of a grant to light the area.

4. Jorge Marinoni questioned the legal relationship between the Foundation and the Village Commission. City Manager to consult with Village attorney and report back to the Foundation as to the existing relationship between the Foundation and Commission.

Meeting concluded at 8:54 p.m. Next meeting scheduled for July 7, 2014.

Minutes approved by the Board on \_\_\_\_\_.

\_\_\_\_\_  
Supreme Dorvil, President

\_\_\_\_\_  
Secretary/Treasurer



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## BISCAYNE PARK FOUNDATION MINUTES

Monday, July 28, 2014 at 7:00PM

Ed Burke Recreation Center

11400 NE 9<sup>th</sup> Court Biscayne Park, FL 33161

Board Members

President  
Supreme Dorvil

Vice president  
Jorge Marinoni

Treasurer  
Joe Chao

Secretary  
Marie Smith

Dorvil called the meeting to order at 7:00 p.m.

**Roll Call:** Board members Supreme Dorvil, Jorge Marinoni, and Marie T. Smith. Absent: Joe Chao & Sylvia Link.

**Additions to the Agenda:** 3-H - Legal relationship b/ Foundation and Village Commission.  
3-I - Farmers Market.

**Approval of the Minutes** for June 9, 2014. Motion by Jorge Marinoni and seconded by Supreme Dorvil. Motion passed.

**Treasurer's Report:** In the absence of the Treasurer, report was tabled until next meeting. Marie Smith submitted a \$300 donation from the Torano family for the past Wine Tasting event.

**Food & Tunes:** Next event is scheduled for Saturday, August 30. Joe Chao in a telephone conversation with Supreme said he would follow thru on the food trucks and a band, either a Latino or Reggae band. Supreme to post a "to do list" on the e-mail. Joe Chao also spoke of Child Safety Day, August 16, 2:30 p.m. to 5:00 p.m. and an opportunity for the Foundation to distribute applications for membership, Got Talent Contest and Food & Tunes Night, August 30. Board members will attend the Child Safety Day to distribute flyers for the upcoming Foundation events.

**Next Wine Tasting Event:** Supreme or Joe to contact Andrew Olis in arranging our next wine tasting event.

**Foundation T-Shirts:** Donations are needed to proceed with the ordering of T-Shirts.

**Website & Facebook:** Jorge Marinoni reported on the Foundation's Website and receiving residents' comments.

**3-H:** Jorge Marinoni reported on the Village Commissions legal responsibilities to the Foundation. Foundation is an independent corporation not-for-profit. If the various boards listed with the Village raise money thru grants or donations, the funds can be deposited into the Foundation account; however, the disbursements of these funds must be determined by the Village Commission and not by the individual boards. Village Manager should designate representation at Foundation meetings.

**3-I:** Farmers' Market: Jorge submitted vendor applications from the cities of Pinecrest, and Plantation, and had visited Wilton Manors. These two applications vary as to their requirements. When additional research has been completed a meeting with the Village Manager should take place as our proposed market must meet the

requirements of the State of Florida. At present an annex is being constructed close to the designated site on NE 6th Avenue. After the construction, our proposed site may have to be changed.

The Foundation board has received e-mails from Commissioner Fred Jonas who wishes to arrange a series of concerts at his cost with proceeds going to the Foundation. It was agreed to wait to our next meeting to hear directly from the Commissioner.

Meeting Adjourned: 8:00 p.m.

Next Meeting: Monday, August 25, 2014 @ 7:00 p.m.

Minutes approved by the Board on \_\_\_\_\_.

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Supreme Dorvil, President

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Secretary/Treasurer



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

**Village Commission Meeting Date:** September 9, 2014

**Subject:** Resolution 2014-50

**Prepared By:** Maria C. Camara, Village Clerk

**Sponsored By:** Staff

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### **Background**

At the August 5<sup>th</sup> Commission meeting, a presentation was provided by the Students Working Against Tobacco Group (SWAT) regarding the issues affecting Florida's youth from flavored tobacco products. The presenters provided data as well as samples of such products.

At the conclusion of the presentation, the Commission directed staff to bring forward a Resolution supporting their efforts in urging local retailers selling tobacco products to refrain from selling and marketing flavored tobacco products.

Resolution 2014-50 is presented for the Commission's approval.

### **Fiscal / Budget Impact**

None

September 9, 2014

Commission Agenda Report

Resolution 2014-50

## **Recommendation**

Approval of Resolution 2014-50

## **Attachments**

- Resolution 2014-50
- Information on Students Working Against Tobacco (SWAT)

1  
2 **RESOLUTION NO. 2014-50**  
3

4 **A RESOLUTION OF THE VILLAGE COMMISSION**  
5 **OF THE VILLAGE OF BISCAYNE PARK,**  
6 **FLORIDA, URGING LOCAL RETAILERS SELLING**  
7 **TOBACCO PRODUCTS TO REFRAIN FROM**  
8 **SELLING AND MARKETING FLAVORED**  
9 **TOBACCO PRODUCTS BECAUSE SUCH**  
10 **PRODUCTS TEND TO PROMOTE AND**  
11 **INFLUENCE TOBACCO USE BY MINORS AND**  
12 **YOUNG ADULTS, PROVIDING FOR AN**  
13 **EFFECTIVE DATE**  
14

15  
16 WHEREAS, tobacco use is the number one cause of preventable death in the United  
17 States, and almost 90 percent of tobacco users started before they were 18 years old; and  
18

19 WHEREAS, each day, more than 4,000 young people try smoking for the first time, and  
20 over 1,000 become regular daily smokers; and  
21

22 WHEREAS, the Surgeon General has concluded that tobacco advertising greatly  
23 contributes to youth smoking rates; and  
24

25 WHEREAS, an estimated one third of adolescent experimentation with smoking can be  
26 directly attributed to tobacco advertising and promotional activities; and  
27

28 WHEREAS, the Master Settle Agreement (MSA) reached in 1998 between State  
29 Attorneys General and major tobacco companies forbids cigarette manufacturers from directly or  
30 indirectly targeting youth in advertising, marketing and promotion of tobacco products or to take  
31 any action to initiate, maintain or increase youth smoking; and  
32

33 WHEREAS, internal tobacco industry documents strongly suggest that manufacturers  
34 intentionally target youth through use of candy-like flavors in tobacco products; and  
35

36 WHEREAS, research from the Harvard School of Public Health (published November,  
37 2005) found that cigarette makers are targeting young smokers with new candy and liqueur-  
38 flavored brands that mask the harsh and toxic properties found in tobacco smoke. Tobacco  
39 companies use youth-oriented colorful and stylish packaging, and exploit adolescents' attraction  
40 to candy flavors with names such as "Mandarin Mint", "Winter Warm Toffee" and "Twista  
41 Chill"; and  
42

43 WHEREAS, on September 22, 2009, the federal Family Smoking Prevention and  
44 Tobacco Control Act ("ACT") went into effect which imposes a ban on the sale of cigarettes  
45 containing certain flavors, herbs or spices including strawberry, grape, orange, clove, cinnamon,  
46 pineapple, vanilla, coconut, licorice, cocoa, chocolate, cherry or coffee; and  
47

48 WHEREAS, the Act does not include a ban on menthol cigarettes or other types of  
49 flavored tobacco products such as cigars, hookah or smokeless tobacco products; and

1  
2 WHEREAS, national studies have found that the vast majority of people who are using  
3 the flavored tobacco products are minors and young adults; and  
4

5 WHEREAS, some of these tobacco products, specifically flavored cigars and blunt wraps  
6 are also used as drug paraphernalia for the smoking of marijuana; and  
7

8 WHEREAS, flavored tobacco products are defined for purposes of this Resolution as  
9 loose tobacco including snuff flour, plug and twist tobacco, fine cuts, chewing tobacco, snus,  
10 shisha tobacco, smoking or snuffing tobacco products and all other kinds and forms of tobacco,  
11 including but not limited to cigarettes, cigars, smokeless tobacco products and blunt wraps  
12 prepared in such a manner with the purpose of chewing, inhaling, smoking or ingesting in any  
13 manner in which the product of any of its component parts (including the tobacco filter, or paper)  
14 contain, as a constituent (including a smoke constituent) or additive, an artificial or natural flavor  
15 or an herb or spice, including but not limited to, strawberry, grape, orange, clove, cinnamon,  
16 pineapple, vanilla, coconut, licorice, cocoa, chocolate, cherry, coffee or alcohol flavors, that is a  
17 characterizing flavor of the tobacco product or tobacco smoke.  
18

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

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

25 **Section 2.** That all local retailers who sell tobacco products are hereby urged to cease  
26 the sale and marketing of all flavored tobacco products, which are defined herein as loose  
27 tobacco including but not limited to, snuff, flour, plug and twist tobacco, fine cuts, chewing  
28 tobacco, snus, smoking or snuffing tobacco products and all other kinds and forms of tobacco,  
29 including but not limited to cigarettes, cigars, smokeless tobacco products and blunt wraps  
30 prepared in such a manner with the purpose of chewing, inhaling, smoking or ingesting in any  
31 manner which have been flavored through the addition of natural or artificial flavorings, herbs,  
32 spices or other means with flavors characterizing fruit, candy, alcohol or other similar flavorings.  
33

34 **Section 3.** The Mayor and Administration are hereby authorized to take any and all  
35 action necessary to implement the purpose of this Resolution.  
36

37 **Section 4.** This resolution shall be effective immediately upon its adoption.  
38

39  
40 PASSED AND ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2014.  
41

42  
43 The foregoing resolution upon being  
44 put to a vote, the vote was as follows:  
45

46  
47 \_\_\_\_\_  
48 David Coviello, Mayor  
49

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

Commissioner Jonas: \_\_\_\_

Commissioner Watts: \_\_\_\_

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Attest:

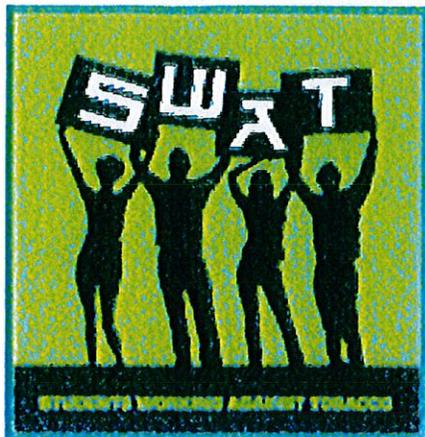
\_\_\_\_\_  
Maria C. Camara, Village Clerk

Approved as to form:

\_\_\_\_\_  
John J. Hearn, Village Attorney

# Students Working Against Tobacco

## S.W.A.T



Students Working Against Tobacco (SWAT) is a statewide youth advocacy and leadership organization which equips Florida youth to mobilize against the nefarious tactics employed by the tobacco industry. SWAT is maintained by the Florida Department of Health in Miami Dade County's Tobacco Prevention and Control Program and works with and supports the goals of the Tobacco-Free Workgroup (TFW) partnership.

The TFW is a community partnership with the purpose of developing and promoting policies that reduce the use and effects of tobacco. As an integral component of TFW, SWAT members support the partnership's goals through advocating for policies which reduce the prevalence of tobacco use among youth and adults; reduce the influence of the tobacco industry in our local community; and reduce exposure to secondhand tobacco smoke. SWAT members use an anti-industry message, that work to change social norms so that tobacco is less desirable, less acceptable and less accessible. SWAT does not preach lecture or talk down to anyone (especially smokers). In fact smokers are welcome to join SWAT. They are victims of tobacco industry manipulation and can provide an important perspective in the fight against the BIG Tobacco industry.

SWAT is youth driven and adult supported and strive to operate with the maximum amount of youth direction and control as possible.

Local SWAT chapters are established and maintained through collaborations with local schools and require coordination at the school level by an adult advisor.

For more information on establishing a SWAT Club at your school or if you would like to become a member of a SWAT club please contact the Florida-Department of Health in Miami Dade- County Tobacco Program at 305-278-0442.





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

**Village Commission Meeting Date: September 9, 2014**

**Subject: Resolution 2014-51**

**Prepared By: Commissioner Barbara Watts**

**Sponsored By: Commission**

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### **Background**

This resolution, passed unanimously by the City of South Miami, is much needed, given the proposed cuts in allocations to the Miami-Dade Library system in the past recent years. Each time that the Mayor has proposed substantial cuts in the library budget, with the reduction of hours and operating days and even the closing of some libraries, there has been a public outcry; numerous residents have signed petitions and have attended protest rallies and budget hearings to voice their objections. An annual hue and cry on the part of the public should be necessary no longer. By now, it should be patently clear that residents of Miami-Dade are aware of the significant, important and varied role that libraries play in our community (indeed, throughout the world), that they do not want the budget slashed (nor even cut), and that a solution to this annual problem would be a long-term funding plan for the county's Library system.

For background information, please consult the pages attached from the "Coalition to Save our Libraries" ([www.savemdpls.org](http://www.savemdpls.org)) and from the American Library Association's

website, Advocacy link ([www.ala.org](http://www.ala.org)) both of which provide links to other sites and articles regarding the import of library funding and the state of library funding in Miami-Dade County. For the welcome changes to Mayor Gimenez' original proposed budget for 2014-2015 and its changes in response to the County Commission's recommendation and or public response, with a brief history of the Library system's budget cuts since 2011, see the Miami-Herald article of 08/29/14 (attached).

### **Fiscal / Budget Impact**

Probably, a small to moderate increase in the taxes designated for the Miami-Dade Public Library System; as currently proposed, next year's Library tax would increase from about \$17.00 to \$28.00 per \$100,000 of a property's assessed value.

### **Recommendation**

Approval of Resolution 2014-51

### **Attachments**

- Resolution 2014-51
- Miami Herald article
- Information - Coalition to Save our Libraries

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**RESOLUTION NO. 2014-51**

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**A RESOLUTION OF THE VILLAGE COMMISSION  
OF THE VILLAGE OF BISCAYNE PARK,  
FLORIDA, URGING THE MIAMI-DADE COUNTY  
BOARD OF COMMISSIONERS TO CREATE AND  
IMPLEMENT A LONG-TERM STABLE FUNDING  
PLAN THAT WILL RESTORE FULL FUNDING TO  
THE ENTIRE MIAMI-DADE PUBLIC LIBRARY  
SYSTEM, PROVIDING FOR AN EFFECTIVE DATE**

WHEREAS, Libraries are central to our free society because at the heart of our democracy is free access to information for all, regardless of race, ethnicity, ability, or economic status. Libraries represent an individual's right to acquire knowledge, explore and achieve. A healthy library system promotes literacy and cultural appreciation and fosters a more knowledgeable and educated society; and

WHEREAS, revenues to Miami-Dade County libraries have been reduced by more than half in the last four years causing reduced operating hours, layoffs, a reduction in new titles, and fewer programs for children and the community; the result: 5.5 million fewer visits to our libraries since budget cuts began and a resulting loss of services to residents, and

WHEREAS, trained librarians are central to a 21st century library system because they are skilled research assistants and educators who teach patrons how to best access this important resource that includes books, archives and the Web. They level the playing field for every patron who needs access to information and the valuable services provided by libraries, and

WHEREAS, the Village Commission is aware of the current funding crisis faced by the Public Library System, but it is encouraged and optimistic by an improved economy and the prospects for a return to a stabilized and strong economy thereby allowing for the restoration of full funding for the Public Library System; and

WHEREAS, the Miami-Dade Public Library System is comprised of forty-nine branches which services over 2.5 million residents as well as approximately 8 million visitors throughout Miami-Dade County; and

WHEREAS, with the reduction of funding to the Miami-Dade Public Library System and the closures, down-sizing or reconfigurations of the Public Library System many children, teens and adults within all the Miami-Dade County municipalities have been turned away from a place of learning as exemplified in the local South Miami Branch; and

WHEREAS, since a recent survey by the Task Force has shown that a significant number of Miami-Dade County residents support the library system and are willing to support a better level of service in the Public Library System, the City Commission believes that a sustainable financial plan with the restoration of full funding for the Miami-Dade County Public Library System is in the best interest of all the residents of the City and County.

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1 NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND VILLAGE  
2 COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA, THAT:

3  
4 **Section 1.** The Mayor and Village Commission of the Village of Biscayne Park  
5 hereby urges the Miami-Dade County Mayor and Board of County Commissioners to provide  
6 funding for the Public Library System for FY 2014-15, at a minimum, be maintained at the level  
7 of funding for the current FY 2013-14; continue to provide the current level of service without  
8 reductions in staff, and implement a stable long term funding plan to restore full funding to the  
9 entire Miami-Dade Public Library System.

10  
11 **Section 2.** The Village Clerk is hereby instructed to transmit this resolution to the  
12 Miami-Dade County Mayor and Board of County Commissioners and to the municipalities  
13 within Miami-Dade County.

14  
15 **Section 3.** If any section clause, sentence, or phrase of this resolution is for any  
16 reason held invalid or unconstitutional by a court of competent jurisdiction, the holding shall not  
17 affect the validity of the remaining portions of this resolution.

18  
19 **Section 4.** This resolution shall be effective immediately upon its adoption.

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21  
22 PASSED AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2014.

23  
24  
25 The foregoing resolution upon being  
26 put to a vote, the vote was as follows:

27  
28  
29 \_\_\_\_\_  
30 David Coviello, Mayor

31 Mayor Coviello: \_\_\_\_  
32 Vice Mayor Ross: \_\_\_\_  
33 Commissioner Anderson: \_\_\_\_  
34 Commissioner Jonas: \_\_\_\_  
35 Commissioner Watts: \_\_\_\_

36 Attest:

37  
38  
39 \_\_\_\_\_  
40 Maria C. Camara, Village Clerk

41  
42 Approved as to form:

43  
44  
45 \_\_\_\_\_  
46 John J. Hearn, Village Attorney

## **Funds to buy children's books would triple under new Miami-Dade library budget**

Instead of spending \$90,000 a year on its youngest readers, Miami-Dade would spend \$420,000. Expanded branch hours are also a part of the higher-tax plan.



Jeannie Sensale, teaching artist with the Florida Grand Opera, reads the collection of poems titled *Carnival of the Animals* by John Lithgow at the Kendale Lakes Branch Library in West Kendall in this March 2013 file photo.

ALLISON DIAZ / FOR THE MIAMI HERALD

**By DOUGLAS HANKS**

[dhanks@MiamiHerald.com](mailto:dhanks@MiamiHerald.com)

Miami-Dade County would use a higher library tax to expand operating hours and to more than triple its budget for buying children's books, according to a proposal Mayor Carlos Gimenez released Friday.

With about \$8 million more to spend than Gimenez proposed in his original library budget, Miami-Dade could add an extra day of operations for 12 of the county's 49 branches, including a return of seven-day service for the five largest. The proposed budget moves the \$90,000 [currently](#) allotted for children's books to \$420,000 – a 370 percent increase.

“Obviously, we're pushing heavy into children's materials here,” said Sue Cvejanovich, the county's library operations administrator.

The expanded spending plan assumes a majority of commissioners will adopt the higher library tax they endorsed last month. The special property tax that funds Miami-Dade libraries would go up 65 percent, but the county's general property tax and fire property tax would go down slightly to result in a net increase of less than 1 percent in the combined rates.

Because the library tax is so small – it currently costs about \$17 per \$100,000 of a property's assessed value, compared to \$470 per \$100,000 for the general property tax and \$245 for the fire tax – large swings in the library tax can be wiped out by tiny changes in the general and fire taxes.

In July, a majority of commissioners voted to cap the library tax at a rate high enough to undo the 2011 cut that Gimenez championed during his first year as mayor. Commissioners still can set the rate lower when they approve the budget in September, but they cannot set it higher.

The new budget year begins Oct. 1.

While the library tax would soar under Gimenez's proposed budget (costing about \$28 per \$100,000 of assessed value), the higher rate means only about \$3 million more for the library's current \$50 million budget. Thanks to the 2011 cut, the current library tax only generates about \$30 million a year, and the system has closed the gap with reserves that are forecast to be mostly drained this fall.

Gimenez originally had proposed a library tax that would generate about \$45 million to keep the county's overall tax rate completely flat, but he has now all but endorsed the commissioners' vote for a higher tax .

The new library spending plan was revealed in a memo to commissioners that Gimenez released Friday afternoon outlining a series of changes made to the budget he submitted in early July. He has spent the last several weeks backing off a [plan](#) for more than 400 job cuts in the police department, though other job reductions, service cuts and fee increases remain. Gimenez said a string of tentative union contract agreements should allow him to undo more proposed cuts, but Friday's memo did not detail what changes the labor deals would bring.

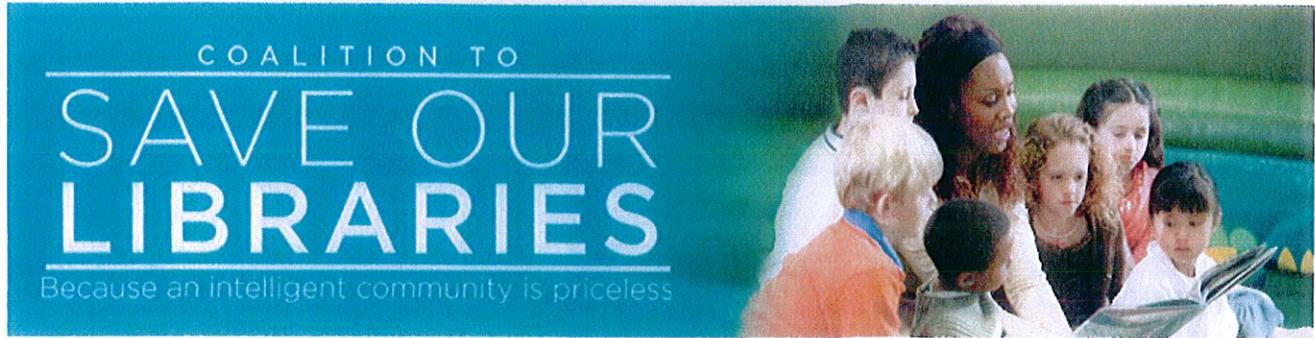
In all, the library's budget for buying printed and digital materials would more than double, going from \$1.2 million to \$3 million. An extra \$2 million would go toward buying computer-tablet branches, expanding the popular You Media program, and widening the Bookmobile's schedule.

The children's budget is part of the overall materials allotment, and librarians said the meager \$90,000 forced them to pick and choose which branch got the most popular new juvenile titles. A 2012 survey by Library Journal found Miami-Dade's current youth budget amounted to what a small city's library system would have, though the proposed \$420,000 line item is still well below the \$600,000 most large systems spend on children's books.

The Gimenez administration already had [announced](#) an expanded library schedule for next year, and Friday's memo included more service additions. Under the proposal, about 25 percent of the library branches would see extended hours, including a return of seven-day service to libraries in Miami Beach, North Dade, South Dade, West Dade and West Kendall. Sunday hours would also return to three other branches: Coral Gables, Lemon City and West Flagler.

Lynn Summers, a leader of the Coalition to Save Our Libraries, praised the new spending details. "Preliminarily, we are pleased to see that services would be restored all across the library system including a doubling of the new materials budget," she said in a statement. "We are especially pleased to see that the Mayor and his staff responded to the request for expanded operating hours in the urban core with the proposed Sunday openings of the Lemon City and West Flagler branches."

Read more here: <http://www.miamiherald.com/2014/08/29/4317321/childrens-book-buying-would-triple.html#storylink=cpy>



- HOME
- WHY SAVE OUR LIBRARIES
- HOW WE GOT HERE
- OUR SUPPORTERS
- BLOG
- TAKE ACTION

## DID YOU KNOW...



Revenues to Miami-Dade County libraries have been cut by more than half in the last four years causing reduced operating hours, massive layoffs, a reduction in new titles, and fewer programs for children and the community.

A \$64 million budget recommended by the Library Advisory Board and the Coalition to Save our Libraries was rejected by the Miami-Dade County Commission on July 15, 2014 in favor of only a slight tax increase to finance a status quo budget that averts further service cuts and 90 layoffs recommended by the Mayor.

Libraries would operate with roughly the same \$52 million budget as the current year, remaining under-funded, poorly equipped and short staffed, but the recent downward trend would end and a foundation for future growth would be secured.

Even this partial victory could be lost in September when Commissioners have the option to lower the preliminary tax rate passed in July, so we must redouble our efforts to **hold the line against reductions** and keep that \$64 million amount in sight for next year to build upon what was accomplished to date and restore our Libraries to prior service levels that made it an award-winning system.

### Upcoming dates for public testimony:

- Aug. 14, 19, 21, 26, 28, Sept. 2, Town Hall Budget Meetings - [For times and locations.](#)
- August 27, 9:30 a.m. Commission budget discussion
- Sept. 4, 5 p.m. First reading of final budget
- Sept. 18, 5 p.m. Second reading and final budget passage

The final three meetings will be held at Government Center, 111 NW 1st Street, Miami

## PUBLIC OPINION SURVEY

A poll of 5,200 registered voters in 13 Commission districts conducted by Bendixen & Amandi for the Greater Miami Chamber of Commerce and Knight Foundation show **overwhelming support for library funding** and an opposition to further cuts.

[Read more](#)

## HOW TO HELP

Your support will help secure a library budget that puts a stop to cuts and creates a foundation for future growth. Contact Miami-Dade County Commissioners and tell them to affirm the budget passed on July 15.

[HELP NOW](#)

## SHARE YOUR STORIES

Tell us how the library has made a difference to you or your family and we'll share it on our blog.

[Share your story with us](#)

### Find us on Facebook



Coalition to Save our Libraries

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1,128 people like Coalition to Save our Libraries.



Facebook social plugin

## BLOG: SHARING NEWS AND PERSPECTIVES

- [John Quick, President of Friends and a Coalition leader, explains why the preliminary tax rate must survive and clarifies discussion on the Commission dais regarding the Coalition's original \\$64 million budget request.](#)
- [Jim Defede calls Miami Herald journalists the Bogie and Bacall of government reporting. Watch their most recent take on the budget scenario.](#)
- [The national Library Journal reports on the library budget crisis in Miami-Dade and the hurdles that remain into September.](#)
- [Sports Illustrated reports on the budget priorities in Miami-Dade favoring stadium over services like libraries and public safety.](#)
- [Miami New Times reports on an innovative program to make library books available at a Metrorail stop. Yet another reason to support our library system.](#)
- [Knight Foundation CEO, Alberto Ibarquen, envisions the library of the future in a digital age and calls for the hiring of a new, visionary leader to make it happen.](#)
- [Helen Aguirre Ferre encourages Mayor Gimenez to accept overwhelming public library support by not vetoing the 8 to 5 vote in favor of a small tax increase to help libraries. She also calls for a national search for new, progressive leadership.](#)
- [Toluse Olorunnipa from Bloomberg.com with a national perspective and analysis of Miami's misguided obsession with funding stadium instead of libraries.](#)

### Tweets

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**Libraries Coalition**  
@saveMDlibraries

13 Aug

The Friends is running its 5th annual 10x10 Challenge (10,000 people donating \$10 each by October 10). [ow.ly/Aj5f0](#)



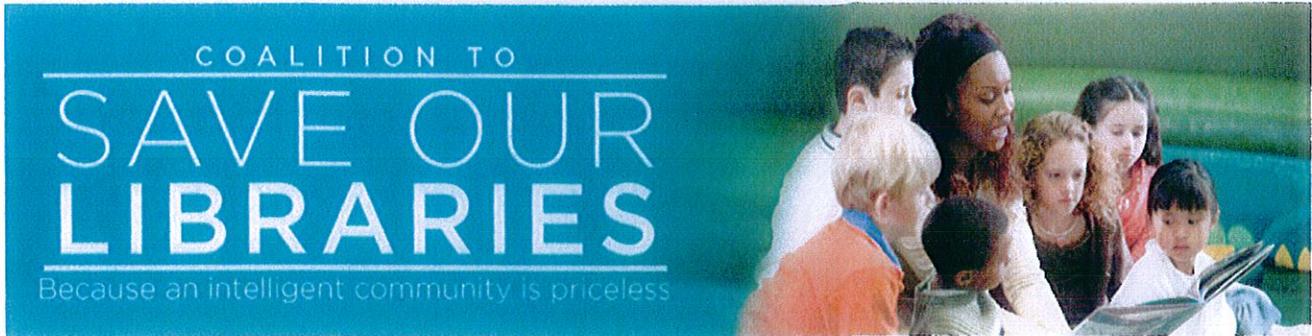
**Libraries Coalition**  
@saveMDlibraries

21 Jul

Show courage! Ask the Mayor not to veto the Commission's library budget vote. [tinyurl.com/mt5g3al pic.twitter.com/Oi2OXD39lc](#)

Tweet to @saveMDlibraries

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## WHY SAVE OUR MIAMI-DADE PUBLIC LIBRARIES

Libraries are central to our free society because at the heart of our democracy is free and equal access to information for all, regardless of race, ethnicity, ability, or economic status. Libraries represent an individual's right to acquire knowledge, explore and achieve.

You can't have a world class city with a third world library system. Libraries are inextricably linked to education and quality of life factors that are central to the future economic growth of Miami-Dade County. Libraries are an engine of our prosperity because a healthy economy depends on a workforce that is literate and informed.



### HOW TO HELP

Your support will help secure a library budget that puts a stop to cuts and creates a foundation for future growth. Contact Miami-Dade County Commissioners and tell them to affirm the budget passed on July 15.

[HELP NOW](#)

### What Libraries Do

- Empower people
- Support literacy and lifelong learning
- Strengthen families
- Build communities
- Protect our right to know
- Preserve our cultural heritage

[Read the Declaration for the Right to Libraries](#)

### What a \$64 Million Library Budget Could Achieve for Miami-Dade County Residents

- The return of tutoring and other educational programs for children
- Teen centers at all regional libraries
- Renovations of children's rooms
- More advanced technology classes for children and seniors
- New books and e-resources
- More senior center services through mobile library and outreach services
- Upgraded and increased technology options at public work stations

### SHARE YOUR STORIES

Tell us how the library has made a difference to you or your family and we'll share it on our blog.

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Coalition to Save our Libraries

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- Increased cultural and recreational programming at all branches
- Restored operating hours
- The preservation of a quality staff skilled in research, technology, educational curriculum, and programming operations.

## The Bottom Line

If it's true that "If you build it, they will come" it is also true that if you destroy it, they will stop coming. The systematic dismantling of our Miami-Dade County Public Libraries threatens to make them obsolete, betraying those – children, families, the disabled, seniors and scholars — who depend upon the vital services our libraries provide.

Tell Miami-Dade County Commissioners that you, your family, your neighborhood and our community deserve thriving, fully funded libraries. Why? Because an intelligent community is priceless.

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### Tweets

Follow



**Libraries Coalition**  
@saveMDlibraries

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**Libraries Coalition**  
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21 Jul

Show courage! Ask the Mayor not to veto the Commission's library budget vote.  
[tinyurl.com/m15g3al](http://tinyurl.com/m15g3al) [pic.twitter.com/Oi2OXD39lc](http://pic.twitter.com/Oi2OXD39lc)

Tweet to @saveMDlibraries

COALITION TO  
**SAVE OUR  
LIBRARIES**  
Because an intelligent community is priceless

Dear Commissioner,

As we look toward the future and the sustainability of our Libraries, I know that we are approaching what has been deemed a “fiscal cliff.”

I am very thankful that a compromise was reached in the early morning hours of September 11, 2013. By your efforts, a way was found to maintain our services and our library staff for this fiscal year. You heard our voice – and knew that any cuts to our services would be detrimental to the community.

The problem was solved for this year—but some of the potential scenarios for FY 2014-2015 are dire. Only you have the power to ensure that our Public Libraries continue to provide adequate, free access to information for all in Miami-Dade County, regardless of age, race, ethnicity, ability, or economic status.

As a voter and a taxpayer, **I ask you to restore the library budget to \$64 million** to ensure full time access to libraries in every community; restore and enhance programs for children and families, seniors, and the disabled, that have been reduced or eliminated; increase community outreach; maintain the library staff that are the gateway to knowledge for so many; and bring library collections up to date for everyone in the community to enjoy.

Please accept this document as evidence of my support for full funding of the library system, even if it means paying more, to guarantee no further reductions in materials, services, hours, or staff – in recognition of the invaluable services libraries provide to our society and our residents.

Sincerely,

Name: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Address: \_\_\_\_\_

You are at: [ALA.org](#) » [ADVOCACY](#) » [Advocacy & Legislation](#) » [Resources \(Old Advocacy U\)](#) » [Advocating in a Tough Economy Toolkit](#) » [Talking Points](#)

# Talking Points

## Talking Points

Those in the library community know that the library is the solution to so many problems exacerbated by a tough economy, but sometimes it's difficult to articulate that message. The following talking points are filled with statistics and data to help make the case for your library quickly, concisely and accurately, whether you're talking to your neighbor, a school board, your mayor or the media.

[Why Support Your Local Library](#)

[Libraries and the Economy](#)

[Library Funding](#)

[Library Use](#)

[Libraries and Technology](#)

[Economic Value of Libraries](#)

### 1. Why Support Your Local Library

Libraries provide an invaluable service to the communities they serve. While all libraries are unique, they all share a few core principles that guide their service. These core principles form the foundation that makes libraries a public good.

- Libraries provide equal access to information for people of all ages and backgrounds.
- Libraries promote lifelong learning and literacy.
- Libraries preserve our culture and history for future generations.
  
- Libraries bring people and ideas together. Think of the library as the living room of your community.
- Libraries are unique. Where else can you have access to nearly anything on CD, DVD, the Web or in print – as well as personal service and assistance in finding it?
  - In a world where knowledge is power, libraries make everyone more powerful.
- Libraries don't just offer the hardware, but also offer the expertise of librarians in

helping teach people how to use the Internet and find the information they need quickly. While Google can give you 50,000 responses to your inquiry, your librarian can help you find the one answer you need.

- Libraries are part of the American Dream. They offer free access to all. They bring opportunity to all.
- Libraries and librarians provide free and equal access to information for people of all ages and backgrounds – in schools, on college and university campuses and in communities large and small.
  - Libraries are for everyone, everywhere.

## 2. Libraries and the Economy

In times of economic hardship, Americans depend on their libraries. Libraries routinely see an increase in circulation and use of facilities during tough economic times.

- In times of economic hardship, Americans turn to – and depend on – their libraries and librarians.
- Libraries are part of the solution when a community is struggling economically. They provide free access to books and entertainment for families, and help local businesses by providing meeting spaces, and technology training workshops.
- A library is an investment in a community's future.
- Libraries are America's great information equalizers – the only place people of all ages and backgrounds can find and freely use such a diversity of resources, along with the expert guidance of librarians.
- To combat the economic downturn, libraries design and offer programs tailored to meet local community economic needs. Libraries can provide residents with career advisers, workshops in resume writing and interviewing, job-search resources, and connections with outside agencies that offer training and job placement.
- During times of economic downturn, libraries see more users because people cut back on entertainment. People are able to rent movies for free and check out CDs, use databases and download audio books.
- When the economy is down, library use is up. Unfortunately, at the same time, tight city and state budgets are closing library doors and reducing access when it's needed most.

## 3. Library Funding

According to the 2012 State of America's Libraries Report, nearly 60% of public libraries reported flat or decreased operating budgets in 2010–2011. Nationally, 16% of local libraries reported decreased operating hours; and for the third year in a row, the greatest impact was experienced by those living in urban communities: Nearly one-third of urban libraries reported reductions in hours. Academic libraries have faced similar budget reductions, and those matters are complicated by the rising cost of resources.

- Millions of people pass through the library each year, but without adequate funding, these resources might not be there when you need them.
- Like many Americans, due to the recent economic downturn, many libraries are being forced to do more with less.
- Libraries in almost every state have been affected by state funding cuts.
- Librarians know shrinking budgets demand a lot of hard choices be made. When it comes time to make those decisions, we need to ask elected officials and the public to think about how many people turn to us for job searches, free Internet access, health care information and for free resources for education and career development.
- Your ability to get information shouldn't depend on your ability to pay for it.
- If people speak up and speak out they can save their libraries.

#### **Quotable Facts about America's Libraries:**

- College libraries receive just less than three cents of every dollar spent on higher education.
- Americans spend over 18 times as much money on home video games (\$18.6 billion) as they do on school library materials for their children (\$1 billion).
- School libraries spend an average of \$12.06 per student on library media—about two-thirds the cost of a single fiction title (\$17.63) or about one-third the cost of a single non-fiction title (\$27.04).
- If the cost of People magazine had risen as fast as the cost of academic library periodicals since 1990, it would cost about \$182 for a one-year subscription.
- There are 584 students enrolled for every librarian in 2- and 4-year colleges and universities in 2010 the U.S. as compared with 14 students for each teaching faculty member.

## **4. Library Use**

Despite decreasing budgets, libraries across American have seen an increase in usage.

- 58% of adults in the U.S. have public library cards.
- Americans visit libraries more than 1.3 billion times and check out more than 2.1 billion items each year. Users turn to their libraries for free books, to borrow DVDs, to learn new computer skills, to conduct job searches and more.
- A 2012 poll conducted for the American Library Association found that 94% of respondents agreed that public libraries play an important role in giving everyone a chance to succeed because they provide free access to materials and resources.
- More than 92% of public libraries provide services for job seekers.
- Nearly all Americans (96 percent) – even if they are not regular library visitors –

agree that libraries play an important role in giving everyone a chance to succeed. They support our public education and lifelong learning.

- Reference librarians in the nation's public and academic libraries answer nearly 6.6 million questions weekly. Standing single file, the line of questioners would span from Ocean City, MD to Juneau, AK.

#### **Quotable Facts about America's Libraries:**

- There are more public libraries than McDonald's in the U.S.—a total of 16,766 including branches.
- Americans go to school, public and academic libraries more than three times more often than they go to the movies.
- Americans check out more than eight books a year, on the average. They spend \$35.81 a year for the public library—about the average cost of one hardcover book.
- Americans spend nearly three times as much on candy as they do on public libraries.

## **5. Libraries and Technology**

Libraries provide an invaluable resource for job seekers, as many patrons rely on the library as their only means of accessing the internet.

- Almost 89% of public library outlets now offer wireless Internet access. According to the FCC, over 80 percent of Fortune 500 companies require that a job application be completed online. Patrons turn to library computers and Internet access to find work, apply for jobs online, type resumes and cover letters and open email accounts.
- Nearly 73% of libraries are their communities' only source of free computer and Internet access. This number increases to 82% in rural areas.
- Libraries help bridge the divide between those who have access to information and those who do not. Families making less than \$15,000 annually are two to three times more likely to rely on library computers than those earning more than \$75,000.

#### **Quotable Facts about America's Libraries:**

- Academic libraries held approximately 158.7 million e-books and public libraries held more than 18.5 million in 2010.
- A 2011 Pew study found that about 24% of library card holders had read e-books in the past year. Of them, 57% preferred borrowing e-books and about 33% preferred purchasing them.
- The 2011-2012 ALA Libraries Connect Communities study reported that

76.3% of libraries reported offering e-books, an increase of 9% from 2010-2011.

## 6. Economic Value of Libraries

Libraries are among the most effective of all public services, serving more than 2/3rds of the public with less than 2 percent of all tax dollars. A number of recent studies have shown that libraries are among the most effective types of public service, and that libraries routinely provide a positive return on investment.

- Investing in libraries is an investment in education and lifelong learning.
- Libraries are among the most effective of all public services, serving more than 2/3rds of the public with less than 2 percent of all taxdollars.
- Public libraries are a bargain. Nationally, the average cost to the taxpayer for access to this wide range of public-library resources is \$31 a year, about the cost of one hardcover book.

### Return on investment examples:

- Seattle, WA – Visits to the new public library have increased King County tourism. Increased tourism of one percent yields \$1 billion in new economic activity statewide over 25 years.
- In Maryland, 90 percent of the state's citizens say public libraries are "a good investment." More than 40 percent of the citizens think of public libraries as an economic anchor, potentially attracting "good businesses" to their area.
- In Florida, for every dollar of public support spent on public libraries, income or wages increases by \$12.66, and returned \$6.54 for every dollar invested.
- In South Carolina, the total direct and indirect return on investment for every \$1 spent on the state's public libraries by South Carolina state and local governments is \$4.48 - nearly 350 percent.

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# Declaration for the Right to Libraries - Text Only

## LIBRARIES CHANGE LIVES

### *Declaration for the Right to Libraries*

In the spirit of the United States Declaration of Independence and the Universal Declaration of Human Rights, we believe that libraries are essential to a democratic society. Every day, in countless communities across our nation and the world, millions of children, students and adults use libraries to learn, grow and achieve their dreams. In addition to a vast array of books, computers and other resources, library users benefit from the expert teaching and guidance of librarians and library staff to help expand their minds and open new worlds. We declare and affirm our right to quality libraries -public, school, academic, and special – and urge you to show your support by signing your name to this Declaration for the Right to Libraries.

**LIBRARIES EMPOWER THE INDIVIDUAL.** Whether developing skills to succeed in school, looking for a job, exploring possible careers, having a baby, or planning retirement, people of all ages turn to libraries for instruction, support, and access to computers and other resources to help them lead better lives.

**LIBRARIES SUPPORT LITERACY AND LIFELONG LEARNING.** Many children and adults learn to read at their school and public libraries via story times, research projects, summer reading, tutoring and other opportunities. Others come to the library to learn the technology and information skills that help them answer their questions, discover new interests, and share their ideas with others.

**LIBRARIES STRENGTHEN FAMILIES.** Families find a comfortable, welcoming space and a wealth of resources to help them learn, grow and play together.

**LIBRARIES ARE THE GREAT EQUALIZER.** Libraries serve people of every age, education level, income level, ethnicity and physical ability. For many people, libraries provide resources that they could not otherwise afford – resources they need to live, learn, work and govern.

**LIBRARIES BUILD COMMUNITIES.** Libraries bring people together, both in person and online, to have conversations and to learn from and help each other. Libraries provide support for seniors, immigrants and others with special needs.

**LIBRARIES PROTECT OUR RIGHT TO KNOW.** Our right to read, seek information, and speak freely must not be taken for granted. Libraries and librarians actively defend this most basic freedom as guaranteed by the First Amendment.

**LIBRARIES STRENGTHEN OUR NATION.** The economic health and successful governance of our nation depend on people who are literate and informed. School, public, academic, and special libraries support this basic right.

**LIBRARIES ADVANCE RESEARCH AND SCHOLARSHIP.** Knowledge grows from knowledge. Whether doing a school assignment, seeking a cure for cancer, pursuing an academic degree, or developing a more fuel efficient engine, scholars and researchers of all ages depend on the knowledge and expertise that libraries and librarians offer.

**LIBRARIES HELP US TO BETTER UNDERSTAND EACH OTHER.** People from all walks of life come together at libraries to discuss issues of common concern. Libraries provide programs, collections, and meeting spaces to help us share and learn from our differences.

**LIBRARIES PRESERVE OUR NATION'S CULTURAL HERITAGE.** The past is key to our future. Libraries collect, digitize, and preserve original and unique historical documents that help us to better understand our past, present and future.

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

**Village Commission Meeting Date:** September 9, 2014

**Subject:** Resolution 2014-52

**Prepared By:** Maria Camara, Village Clerk

**Sponsored By:** Staff

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### **Background**

Traditionally the Village of Biscayne Park has donated \$2,500 per year to the North Miami Foundation for Senior Citizens' Services, Inc. This organization provides home meals, transportation, friendly visits and telephone contacts to the elderly. Of the 40,000 meals served annually, approximately 1,000 are for Biscayne Park residents.

### **Fiscal / Budget Impact**

A line item under General Government was approved in the amount of \$2,500 under Aid to Private Organizations in the current FY 2013-14 budget.

### **Recommendation**

Approval of Resolution 2014-52

### **Attachments**

- Resolution 2014-52

1  
2  
3 **RESOLUTION NO. 2014-52**  
4

5 **A RESOLUTION OF THE VILLAGE**  
6 **COMMISSION OF THE VILLAGE OF**  
7 **BISCAYNE PARK, FLORIDA, RATIFYING**  
8 **THE DONATION OF \$2,500 FOR FISCAL**  
9 **YEAR 2013-14 TO THE NORTH MIAMI**  
10 **FOUNDATION FOR SENIOR CITIZENS'**  
11 **SERVICES, INC.; PROVIDING FOR AN**  
12 **EFFECTIVE DATE**  
13

14  
15 WHEREAS, the North Miami Foundation for Senior Citizens Services, Inc.  
16 (“Foundation”) is a non-profit organization which provides a wide range of assistance for  
17 the elderly, including Meals on wheels and other services to support independent living; and

18 WHEREAS, every month residents in northern Miami-Dade County are assisted by  
19 the programs and services created and coordinated by the Foundation, including over 1,000  
20 home meals and other support delivered to Biscayne Park residents; and

21 WHEREAS, the Village Commission of the Village of Biscayne Park believes it is  
22 in the best interests of its citizens to support the Foundation as it is a valuable resources for  
23 elderly residents; and,

24 WHEREAS, the allocation made as part of the budget adopted for fiscal year 2013-  
25 14 is \$2,500.00 in General Government, consistent with the prior years’ donations.  
26

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

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

1 Section 2. The Village Commission of the Village of Biscayne Park hereby  
2 ratifies the \$2,500.00 donation to the North Miami Foundation for Senior Citizens Services,  
3 Inc.

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

6  
7 PASSED AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2014.

8  
9  
10 The foregoing resolution upon being  
11 put to a vote, the vote was as follows:

12  
13  
14 \_\_\_\_\_  
15 David Coviello, Mayor

16 Mayor Coviello: \_\_\_\_  
17 Vice Mayor Ross: \_\_\_\_  
18 Commissioner Anderson: \_\_\_\_  
19 Commissioner Jonas: \_\_\_\_  
20 Commissioner Watts: \_\_\_\_

21 Attest:

22  
23 \_\_\_\_\_  
24 Maria C. Camara, Village Clerk

25  
26 Approved as to form:

27  
28  
29 \_\_\_\_\_  
30 John J. Hearn, Village Attorney  
31  
32



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

**Village Commission Meeting Date:** September 9, 2014

**Subject:** Resolution No. 2014-53

**Prepared By:** Shelecia Bartley, Parks &  
Recreation Manager

**Sponsored By:** Staff

---

### **Background**

Joe Chao, Biscayne Park resident, has volunteered in the Village for over 10 years. Currently Mr. Chao is the Treasurer of the Biscayne Park Foundation. He has also served as Chairperson of Biscayne Park Crime Watch as well as a member of Biscayne Park Recreation Advisory Board.

Mr. Chao, owner of Modern Martial Arts & Fitness, has over 14 years of martial arts experience and holds the following certifications:

- Certified Shaolin Hung Gar Kung Fu Instructor
- Certified Level 1 Muay Thai Instructor
- Certified Level 2 MMA Fighter Fitness Coach
- Certified Kardio Kickbox instructor
- Certified KMMA Krav Maga level 2 instructor

September 9, 2014

Commission Agenda Report

Resolution 2014-53

Mr. Chao will provide instructional classes in Kick Boxing and Krav Maga for both children and adults. The class schedule is as follows:

**Kid's Kickboxing**

- Thursdays 6pm
- Saturdays 10am

**Teen/Adult Krav Maga**

- Thursdays 7pm
- Saturdays 11am

**Fiscal/Budget Impact**

These classes will provide revenue to the Village.

**Staff Recommendation**

Approval of Resolution 2014-53

**Attachments**

- Resolution 2014-53
- Professional Services Agreement with Modern Martial Arts & Fitness

1  
2  
3 **RESOLUTION NO. 2014-53**  
4

5 **A RESOLUTION OF THE VILLAGE COMMISSION**  
6 **OF THE VILLAGE OF BISCAYNE PARK, FLORIDA;**  
7 **AUTHORIZING THE MAYOR TO EXECUTE THE**  
8 **AGREEMENT BETWEEN MODERN MARTIAL ARTS**  
9 **& FITNESS AND THE VILLAGE OF BISCAYNE PARK**  
10 **FOR THE PROVISION OF MARTIAL ARTS**  
11 **INSTRUCTION AT THE ED BURKE RECREATION**  
12 **CENTER; PROVIDING FOR AN EFFECTIVE DATE.**  
13

14  
15 WHEREAS, the Village's Parks & Recreation Department strives to provide quality  
16 fitness and sports programs for the benefit of the residents; and,  
17

18 WHEREAS, Joe Chao, Head Instructor at Modern Martial Arts & Fitness, is a Biscayne  
19 Park resident, and has over 14 years' experience in martial arts and is a certified instructor;  
20 and,  
21

22 WHEREAS, Modern Martial Arts & Fitness' program provides students the highest  
23 quality martial arts instruction in a safe and positive learning environment while having fun;  
24 and,  
25

26 WHEREAS, the Village Commission of the Village of Biscayne Park finds it to be in  
27 the best interests of the residents of the Village to enter into an agreement with Modern Martial  
28 Arts & Fitness to provide martial arts instruction at the Ed Burke Recreation Center.  
29

30  
31 **NOW THEREFORE BE IT RESOLVED BY THE VILLAGE COMMISSION OF**  
32 **THE VILLAGE OF BISCAYNE PARK, FLORIDA:**  
33

34  
35 **Section 1.** The foregoing "Whereas" clauses are hereby ratified and confirmed as  
36 being true and correct and hereby made a specific part of this Resolution upon adoption hereof.  
37

38 **Section 2.** The Village Commission of the Village of Biscayne Park hereby  
39 authorizes the Mayor to execute the Agreement between Modern Martial Arts & Fitness, Inc.,  
40 and the Village of Biscayne Park for the provision of exercise classes. The Agreement, in  
41 substantial form, is attached and incorporated by reference into this resolution as exhibit 1.  
42

43 **Section 3.** This Resolution shall become effective upon adoption.  
44

45  
46 PASSED AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2014

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

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

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

Attest:

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

Approved as to form:

\_\_\_\_\_  
John J. Hearn, Village Attorney

**AGREEMENT BETWEEN THE VILLAGE OF BISCAYNE PARK  
AND MODERN MARTIAL ARTS AND FITNESS, INC.  
FOR THE PROVISION OF  
MARTIAL ARTS INSTRUCTION**

**THIS AGREEMENT** is entered into this \_\_\_ day of \_\_\_\_\_, 2014 between the Village of Biscayne Park, a Florida municipal corporation, (VILLAGE), and Modern Martial Arts & Fitness, Inc. (INSTRUCTOR).

**WHEREAS**, the VILLAGE desires to retain the professional services of INSTRUCTOR to provide martial arts instruction; and

**WHEREAS**, the INSTRUCTOR desires to provide martial arts instruction at the Ed Burke Recreation Center.

**ARTICLE I  
SCOPE OF SERVICES**

The INSTRUCTOR agrees to:

- 1.1 Provide martial arts instruction at the Ed Burke Recreation Center.
- 1.2 Conduct classes in a professional, careful and responsible manner with due regard for the safety of the participants and others, during normal operating hours.
- 1.3 Be solely responsible, at INSTRUCTOR's sole expense, for providing and paying for all instructors, counselors, and other personnel costs associated with the program.
- 1.4 Be solely responsible for securing the services of and compensating assistants or other personnel, as may be required, to perform the program.
- 1.5 Provide to VILLAGE at the close of registration, a list of all participants, along with a signed VILLAGE approved Release form.
- 1.6 Permit only registered program participants to attend program sessions.
- 1.7 Vacate the program facility promptly at the conclusion of the program session in equal or better condition than it was found.
- 1.8 Accept neither fees nor any other payment other than as specifically set forth in this Agreement.
- 1.9 Immediately notify the Village Manager, or her designee, in the event it becomes necessary to cancel a program session.

- 1.10 Immediately notify the Village Manager, or her designee, of any injury sustained by a program participant.
- 1.11 Comply with any other rules adopted by the Village Manager, or her designee, for use of VILLAGE's property, including the facilities used by INSTRUCTOR pursuant to this Agreement.
- 1.12 Actively supervise the operation of each program.
- 1.13 Be responsible for enforcing compliance with the approved rules for all programs. The VILLAGE reserves the right to enact other rules, if necessary, at its sole discretion.
- 1.14 If any participants will be under the age of eighteen (18), require that all counselors, employees and/or instructors undergo Level 2 background screening prior to supervising children, and furnish all reports to the VILLAGE.
- 1.15 The VILLAGE reserves the right to suspend, bar, or expel any employee, counselor, or instructor for any reason, at its sole discretion, without recourse from the subject person or the INSTRUCTOR.

The VILLAGE agrees to:

- 1.16 Allow INSTRUCTOR the use of the Ed Burke Recreation Center for INSTRUCTOR's martial arts instruction classes.
- 1.17 Allow INSTRUCTOR advertising in VILLAGE's newsletters and publications, at no cost to INSTRUCTOR.
- 1.18 Process program participants' fees in accordance with VILLAGE revenue processing procedures.
- 1.19 Grant INSTRUCTOR license, revocable at will, to use the Ed Burke Recreation Center, consistent with the obligations under this Agreement.

## **ARTICLE 2**

### **FEES AND COMPENSATION**

- 2.1 The INSTRUCTOR shall be compensated from fees collected from participants. The parties agree that VILLAGE shall retain thirty percent (30%) of all registration fees and the INSTRUCTOR shall retain seventy percent (70%) of all registration fees.
- 2.2 INSTRUCTOR shall not charge any participant for any other services not contained in the Agreement.

- 2.3 All items sold by INSTRUCTOR shall be approved by the VILLAGE Manager prior to offering any item for sale.
- 2.4 INSTRUCTOR shall keep all books, rosters and attendance in accordance with standard accounting procedures, and shall make them available to the VILLAGE for inspection and audit at all times.

**ARTICLE 3**  
**TERMINATION OF AGREEMENT**

- 3.1 This Agreement may be terminated upon thirty (30) days written notice from the VILLAGE at VILLAGE's sole discretion. INSTRUCTOR may terminate this Agreement, at its sole discretion, by giving thirty (30) days written notice to the VILLAGE.
- 3.2 The VILLAGE may unilaterally immediately terminate this Agreement and the license granted by this Agreement if VILLAGE determines, in its sole discretion, that INSTRUCTOR is not conducting his operations in complete accord with this Agreement, or in the best interests of the VILLAGE.

**ARTICLE 4**  
**INDEPENDENT CONTRACTOR**

- 4.1 The parties agree and affirm that INSTRUCTOR is an independent contractor and not an agent, partner or employee of the VILLAGE, nor shall this Agreement be construed as a partnership nor joint venture between VILLAGE and INSTRUCTOR, the relationship being solely on of licensor and licensee.
- 4.2 INSTRUCTOR has control over the means and methods by which it performs the services. INSTRUCTOR, its employees and agents shall be deemed independent contractors and not agents or employees of the VILLAGE, and shall not attain any rights or benefits generally afforded VILLAGE employees; further, INSTRUCTOR, its employees and agents shall not be deemed entitled to the VILLAGE's worker's compensation, insurance benefits or similar laws.

**ARTICLE 5**  
**INDEMNIFICATION CLAUSE**

INSTRUCTOR agrees to defend, indemnify and hold harmless the VILLAGE from and against any and all claims, suits, damages, liabilities or causes of action arising during the term of this Agreement, arising out of, related to, or in any way connected with the performance or non-performance of any provision of this Agreement required of the INSTRUCTOR, including personal injury, loss of life or damage to property and from and against any orders, judgment or decrees which

may be entered, and from and against all costs, attorney's fees, and expenses incurred in and about the defense of any such claim and the investigation thereof. However, nothing shall be deemed to indemnify VILLAGE for any liability or claim arising solely out of the negligent performance or failure of performance of VILLAGE.

## **ARTICLE 6** **INSURANCE**

- 6.1 INSTRUCTOR shall provide, pay for, and maintain in force at all times during the period of this Agreement, a Comprehensive General Liability Insurance Policy with minimum bodily injury coverage of \$500,000.00 (five hundred thousand dollars) and \$200,000.00 (two hundred thousand dollars) property damage liability; workers compensation insurance as required by State Statute. The INSTRUCTOR'S insurance coverage shall be considered the primary carrier.
- 6.2 To the extent applicable, the worker's compensation insurance shall be at the statutory amount to apply for all employees in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable federal laws. In addition, the policy(ies) must include: Employers' Liability at the statutory coverage amount.
- 6.3 The VILLAGE shall be named, as an additional insured on all insurance policies the INSTRUCTOR is required to provide.

## **ARTICLE 7** **MISCELLANEOUS**

- 7.1 INSTRUCTOR shall, without additional expenses to VILLAGE be responsible for obtaining any necessary licenses and for complying with any applicable federal, state, county, and municipal laws, ordinances, and regulations in connection with the performance of the services specified herein. INSTRUCTOR shall take proper safety and health precautions, including the employment of needed assistance, to protect participants, the VILLAGE, the public and property of others. INSTRUCTOR shall be responsible for all services performed until completion of this Agreement.
- 7.2 The INSTRUCTOR shall not promote any privately owned business in a VILLAGE park facility or solicit any participant in a VILLAGE park for any privately owned business other than the martial arts instruction program. It is further understood that such action(s) may result in immediate termination of the Agreement and the forfeiture of all compensation due to the INSTRUCTOR.
- 7.3 INSTRUCTOR shall meet with the Village Manager or her designee as requested.

- 7.4 No modification, amendment, or alteration of the terms and conditions contained shall be effective unless contained in a written document executed with the same formality and equal dignity herewith.
- 7.5 This Agreement is non-transferable or assignable, and INSTRUCTOR agrees not to transfer or assign the performance of services called for in the Agreement.
- 7.6 This Agreement sets forth the full and complete understanding of the parties as of the effective date, and supersedes any and all negotiations, agreements, and representations made or dated prior to this Agreement.

IN WITNESS THEREOF, the parties hereto have made and executed this Agreement on the date above:

VILLAGE OF BISCAYNE PARK,  
FLORIDA, a municipal corporation,  
organized and existing under the laws of  
the State of Florida

ATTEST:

By: \_\_\_\_\_  
David Coviello, Mayor

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

Approved as to form:

By: \_\_\_\_\_  
John J. Hearn, Village Attorney

Joe Chao, Head Instructor, for  
Modern Martial Arts & Fitness

\_\_\_\_\_

STATE OF FLORIDA     )  
COUNTY OF DADE     )

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared Joe Chao and acknowledged he executed the foregoing Agreement as the proper official of INSTRUCTOR, for the use and purposes mentioned in it and that the instrument is the act and deed of INSTRUCTOR.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

My Commission Expires:

\_\_\_\_\_  
NOTARY PUBLIC



# Village of Biscayne Park Commission Agenda Report

**Village Commission Meeting Date:** September 9, 2014

**Subject:** Resolution 2014 – 54 Turf and Landscape Maintenance Joint Participation Agreement (JPA)

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

**Sponsored By:** Staff

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## **BACKGROUND**

The Florida Department of Transportation (FDOT) has jurisdiction over and maintains State Road (S.R.) 915/NE 6 Avenue/Biscayne Park Way. The Village and FDOT have previously entered into a Turf and Landscape Maintenance Joint Participation Agreement (JPA) in which FDOT reimburses the Village for the mowing the medians along NE 6 Avenue. The Village is responsible for the cost of maintenance for the landscaping and trees. This agreement must be renewed annually. Under a separate agreement the Village will be enhancing and repairing the landscaping and trees in the NE 6 Avenue medians.

The previous amount budgeted by FDOT was \$3,980.01. This year, FDOT has proposed a budgeted amount of \$1,415.88. When Village Staff inquired about the decrease they were informed that while the total acreage did not decrease, the units prices and number of cycles were decreased to be consistent, according to FDOT, with FDOT agreements with other local agencies and bids that FDOT received from local contractors. FDOT stated that they were unwilling to increase the budgeted amount.

## **FISCAL / BUDGET IMPACT**

The annual reimbursement of \$1,415.88 to the Village offsets the cost of maintenance which is budgeted. The decrease from last year's reimbursement has been reflected in the upcoming year's budget.

## **STAFF RECOMMENDATION**

Staff recommends approval of Resolution 2014-54.

## **ATTACHMENTS**

- Resolution No. 2014-54
- Turf and Landscape Maintenance Joint Participation Agreement between the Florida Department of Transportation and the Village of Biscayne Park

1  
2  
3 **RESOLUTION NO. 2014-54**  
4

5 RESOLUTION OF THE VILLAGE COMMISSION OF  
6 THE VILLAGE OF BISCAYNE PARK AUTHORIZING  
7 THE VILLAGE MANAGER TO EXECUTE THE TURF  
8 AND LANDSCAPE MAINTENANCE JOINT  
9 PARTICIPATION AGREEMENT BETWEEN THE  
10 FLORIDA DEPARTMENT OF TRANSPORTATION  
11 AND THE VILLAGE OF BISCAYNE PARK;  
12 PROVIDING FOR AN EFFECTIVE DATE.  
13

14  
15 WHEREAS, as a part of the continual updating of the State of Florida Highway  
16 System, the State of Florida Department of Transportation for the purpose of safety has  
17 created roadside areas and median strips on that of the State Highway System within the  
18 limits of the VILLAGE OF BISCAYNE PARK; and  
19

20 WHEREAS, the specific location within the Village is S.R. 915 / NE 6<sup>th</sup> Avenue;  
21 and,  
22

23 WHEREAS, a Turf and Landscape Maintenance Join Participation Agreement  
24 between the Florida Department of Transportation and the Village of Biscayne Park  
25 (Financial Project No. 252372-2-78-02) for a period of one year beginning 14<sup>th</sup> of October  
26 2014 and ending the 13<sup>th</sup> of October 2015 at an annual cost to the Florida Department of  
27 Transportation of \$1,415.88, has been provided to the VILLAGE OF BISCAYNE PARK,  
28 by the Department of Transportation; and  
29

30 WHEREAS, it is in the best interest of the VILLAGE OF BISCAYNE PARK to  
31 authorize the Village Manager to execute the Turf and Landscape Maintenance Join  
32 Participation Agreement between the Florida Department of Transportation and the Village  
33 of Biscayne Park.  
34

35 NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COMMISSION OF  
36 THE VILLAGE OF BISCAYNE PARK, FLORIDA  
37

38 **Section 1.** The foregoing "Whereas" clauses are hereby ratified and confirmed as  
39 being true and correct and hereby made a specific part of this Resolution upon adoption  
40 hereof.  
41

42 **Section 2.** This Commission approves the proposed Turf and Landscape  
43 Maintenance Join Participation Agreement between the Florida Department of  
44 Transportation and the Village of Biscayne Park (Financial Project No. 252372-2-78-02),  
45 and the Village Manager will execute said agreement as will further the purposes described  
46 therein. The agreement, in substantial form, is attached and incorporated by reference into  
47 this resolution as exhibit 1.  
48

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

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

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

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

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

Attest:

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

Approved as to form:

\_\_\_\_\_  
John J. Hearn, Village Attorney

**TURF AND LANDSCAPE MAINTENANCE  
JOINT PARTICIPATION AGREEMENT  
BETWEEN THE  
FLORIDA DEPARTMENT OF TRANSPORTATION  
AND THE  
VILLAGE OF BISCAYNE PARK**

This Agreement, is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the State of Florida Department of Transportation, a component agency of the State of Florida, hereinafter referred to as the ‘DEPARTMENT’, and the Village of Biscayne Park, a municipal corporation of the State of Florida, hereinafter referred to as the ‘VILLAGE’.

**RECITALS:**

**WHEREAS**, the DEPARTMENT has jurisdiction and maintains the State Road (S.R.) 915/N.E. 6<sup>TH</sup> Avenue in the VILLAGE; and

**WHEREAS**, the DEPARTMENT, as part of the continual updating of the State of Florida Highway System and for the purpose of safety, has created median strips on the State Highway System within the corporate limits of the VILLAGE; and

**WHEREAS**, the DEPARTMENT, at the VILLAGE’s request, has agreed to reimburse the VILLAGE for the maintenance of turf and landscape, hereinafter referred to as the ‘PROJECT’, and

**WHEREAS**, the CITY recognizes that said median strips areas contain turf and landscape, which shall be maintained in accordance with Exhibit “A”, ‘Maintenance Responsibilities’, which is herein incorporated by reference; and

**WHEREAS**, the DEPARTMENT has programmed funding for the PROJECT under Financial Project Number **252372-2-78-02**, and has agreed to reimburse the VILLAGE for turf and landscape maintenance elements which are outlined in the attached Exhibit “B”, ‘Project Limits & Financial Summary’, which is herein incorporated by reference; and

**WHEREAS**, the parties hereto mutually recognize the need for entering into an Agreement designating and setting forth the responsibilities of each party; and

**WHEREAS**, the parties are authorized to enter into this Agreement pursuant to **Section 339.08(e) and 339.12, Florida Statutes (F.S.);**

**NOW, THEREFORE**, in consideration of the premises, the mutual covenants and other valuable considerations contained herein, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

## 1. INCORPORATION OF RECITALS

The foregoing recitals are true and correct and are incorporated into the body of this Agreement, as if fully set forth herein.

## 2. GENERAL REQUIREMENTS

- a. The VILLAGE shall submit this Agreement to its VILLAGE Commission for ratification or approval by resolution. A copy of said resolution is attached hereto as Exhibit "C", 'VILLAGE's Resolution', and is herein incorporated by reference.
- b. The VILLAGE shall not commence the PROJECT until a Notice to Proceed has been provided from the DEPARTMENT, which shall become the effective date of this Agreement and shall not precede the date provided on page one (1) of the Agreement.
- c. The VILLAGE shall be responsible for the maintenance of all areas that have turf and landscape within the DEPARTMENT's right-of-way as described in Exhibit "A", 'Maintenance Responsibilities'.
- d. The VILLAGE shall be responsible for performing the required maintenance with a minimum frequency of *eighteen (18) times per year for: Small Machine Mowing & Edging & Sweeping and twenty four (24) times per year for Litter removal.*
- e. All turf and landscape maintenance shall be in accordance with the latest edition of the State of Florida "Guide for Roadside Mowing" and the latest edition of the "Maintenance Rating Program", and Index 546 of the latest FDOT Design Standards.
- f. The VILLAGE shall submit a work schedule to the DEPARTMENT. In addition, before the VILLAGE starts the work, the DEPARTMENT shall be notified, via fax or e-mail, of the state road(s) and the day(s) in which the VILLAGE will be working. The fax or e-mail shall be sent to the attention of the North Miami-Dade Maintenance Engineer, at 305-640-7197 or [alex.perez@dot.state.fl.us](mailto:alex.perez@dot.state.fl.us). The VILLAGE shall not start working until the DEPARTMENT has advised, in writing, that the submitted work schedule has been approved.
- g. The VILLAGE shall not be responsible for the clean-up, removal and disposal of debris from the DEPARTMENT's right of way following a natural disaster (i.e. hurricane, tornados, etc.). However, the cost of any cycle or part thereof impaired by any such event may be deducted from the DEPARTMENT's affected quarterly payment to the VILLAGE.
- h. It is understood between the parties hereto that all the landscaping covered by this Agreement may be removed, relocated or adjusted at any time in the future as found necessary by the DEPARTMENT in order that the adjacent state road be widened, altered or otherwise changed and maintained to meet with future criteria

or planning of the DEPARTMENT.

- i. The VILLAGE shall not plant additional landscaping within the limits of the PROJECT, without prior written approval by the DEPARTMENT, in accordance with Florida Administrative Code Rule 14-40.003. Such approval shall be in the form of a separate written agreement that will require the VILLAGE to properly construct and maintain the additional landscaping without compensation from the DEPARTMENT.
- j. This Agreement shall not obligate the DEPARTMENT to pay the VILLAGE to maintain any additional landscaping, planted after the effective date of this Agreement, within the limits of the PROJECT, and shall not obligate the VILLAGE to maintain any such additional landscaping.

### 3. FINANCIAL PROVISIONS

- a. Eligible PROJECT costs may not exceed ONE THOUSAND FOUR HUNDRED FIFTEEN DOLLARS AND EIGHTY EIGHT CENTS (\$1,415.88), as outlined in Exhibit “B”, ‘Project Limits & Financial Summary’.
- b. The DEPARTMENT agrees to pay the VILLAGE for the herein described services at a compensation as detailed in this Agreement.
- c. The VILLAGE shall furnish the services with which to maintain the PROJECT LIMITS. Said PROJECT consists of services as detailed in Exhibit “A” of this Agreement.
- d. Payment shall be made only after receipt and approval of goods and services unless advanced payments are authorized by the DEPARTMENT’s Comptroller under **Section 334.044(29), F.S.**, or by the Department of Financial Services under **Section 215.422(14), F.S.**
- e. The VILLAGE shall provide the following quantifiable, measurable and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. Said deliverables consists of (list deliverables):
  - i. Small Machine Mowing
  - ii. Edging & Sweeping
  - iii. Litter removal.
- f. Invoices shall be submitted by the VILLAGE in detail sufficient for a proper pre-audit and post audit thereof, based on the quantifiable, measurable and verifiable units of deliverables as established in Section c above and Exhibit “B”. Deliverables must be received and accepted in writing by the DEPARTMENT’s Project Manager prior to payments.

- g. Supporting documentation must establish that the deliverables were received and accepted in writing by the VILLAGE and that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in Section c has been met.
- h. Travel costs will not be reimbursed.
- i. The VILLAGE providing goods and services to the DEPARTMENT should be aware of the following time frames. Upon receipt, the DEPARTMENT has five (5) working days to inspect and approve the goods and services. The DEPARTMENT has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.
- j. If a payment is not available within forty (40) days, a separate interest penalty at a rate as established pursuant to **Section 55.03(1), F.S.**, will be due and payable, in addition to the invoice amount, to the VILLAGE. Interest penalties of less than one (1) dollar will not be enforced unless the VILLAGE requests payment. Invoices which have to be returned to the VILLAGE because of VILLAGE preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the DEPARTMENT.
- k. A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for the VILLAGE who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at 850-413-5516 or by calling the Division of Consumer Services at 1-877-693-5236.
- l. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the DEPARTMENT at all times during the period of this Agreement and for five (5) years after final payment is made. Copies of these documents and records shall be furnished to the DEPARTMENT upon request. Records of costs incurred include the VILLAGE's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the contractor and subcontractors considered necessary by the DEPARTMENT for a proper audit of costs.
- m. In the event this contract is for services in excess of \$25,000.00 and a term for a period of more than 1 year, the provisions of **Section 339.135(6)(a), F.S.**, are hereby incorporated:

“The DEPARTMENT, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on

such contract. The DEPARTMENT shall require a statement from the Comptroller of the DEPARTMENT that such funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the DEPARTMENT which are for an amount in excess of TWENTY FIVE THOUSAND DOLLARS (\$25,000.00) and which have a term for a period of more than 1 year.”

- n. The DEPARTMENT’s obligation to pay is contingent upon an annual appropriation by the Florida Legislature.
- o. E-verify:

The VILLAGE/Contractors or Vendors:

- i. shall utilize the U.S. Department of Homeland Security’s E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Contractor during the term of the contract; and
- ii. shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security’s E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

The VILLAGE shall insert the above clause into any contract entered into by the VILLAGE with vendors or contractors hired by the VILLAGE for purposes of performing its duties under this Agreement.

#### 4. COMMUNICATIONS

All notices, requests, demands, consents, approvals, and other communication which are required to be served or given hereunder, shall be in writing and shall be sent by certified U.S. mail, return receipt requested, postage prepaid, addressed to the party to receive such notices as follows:

**To DEPARTMENT:** Florida Department of Transportation  
1000 NW 111<sup>th</sup> Avenue, Room 6205  
Miami, Florida 33172-5800  
Attention: District Maintenance Engineer

**To VILLAGE:** Village Manager  
640 N.E. 114 Street  
Biscayne Park, FL 33161  
Attention: Ms. Heidi Shafran/Village Manager

Notices shall be deemed to have been received by the end of five (5) business days from the proper sending thereof unless proof of prior actual receipt is provided.

## 5. INVOICING

- a. The VILLAGE shall submit quarterly invoices for DEPARTMENT review, approval, and payment in accordance with this Agreement. Quarterly payments will be made upon invoice approval in an amount not to exceed one fourth of the eligible PROJECT costs. Each invoice shall include proof that the areas under this Agreement were maintained using specified frequencies, at minimum. The supporting documents showing proof of work can be properly executed payroll, or time records, or Contractor's invoices, or vouchers evidencing in proper detail the nature and propriety of the charges.
- b. In the event temporary work by the DEPARTMENT's forces or by other Contractors temporarily prevent the VILLAGE from performing the work described in this Agreement, the DEPARTMENT shall deduct from the affected quarterly payment(s) the acreage affected area and only compensate the VILLAGE for the actual work it performs.
  - i. The DEPARTMENT shall initiate this procedure only if the temporary work prevents the VILLAGE from performing its work for a period of one (1) month or longer.
- c. In the event this Agreement is terminated as established in Section 8 herein, payment will be prorated within the quarter in which termination occurs. The prorated payment shall be for approved work meeting the requirements stipulated in this Agreement.

## 6. MAINTENANCE DEFICIENCIES

If the District Maintenance Engineer determines that the VILLAGE is not accomplishing its responsibilities under this Agreement, said District Maintenance Engineer may issue written notice, in care of the VILLAGE on notice thereof. Thereafter, the VILLAGE shall have a period of thirty (30) calendar days within which to correct the cited deficiency or deficiencies. If said deficiencies are not corrected within this time period the DEPARTMENT may, at its option, proceed as follows:

- a. Maintain the median or roadside area(s) declared deficient with DEPARTMENT and/or a Contractor's material, equipment and personnel. The actual cost for such work will be deducted from the DEPARTMENT's affected quarterly payment to the VILLAGE; or
- b. Terminate this Agreement.

## 7. EXPIRATION/RENEWAL

This Agreement is for a term of one (1) year beginning on the date provided in the Notice to

Proceed; and may be renewed twice, only if mutually agreed to in writing by the DEPARTMENT and the VILLAGE. Any such renewal shall be subject to the same terms and conditions set forth in this Agreement, and shall be contingent upon both satisfactory VILLAGE performance evaluations by the DEPARTMENT and the availability of funds.

This Agreement may be extended if mutually agreed in writing by both parties, for a period not to exceed six (6) months and shall be subject to the same terms and conditions set forth in this Agreement. There shall be only one (1) extension of this Agreement.

## 8. TERMINATION

This Agreement, or part hereof, is subject to termination under any one of the following conditions:

- a. In the event the DEPARTMENT exercises the option identified by Section 6 of this Agreement.
- b. As mutually agreed by both parties.
- c. In accordance with **Section 287.058(1)(c), F.S.**, the DEPARTMENT shall reserve the right to unilaterally cancel this Agreement if the VILLAGE refuses to allow public access to any or all documents, papers, letters, or other materials made or received by the VILLAGE pertinent to this Agreement which are subject to provisions of Chapter 119, of the F.S.

## 9. ENTIRE AGREEMENT

This Joint Participation Agreement is the entire Agreement between the parties hereto, and it may be modified or amended only by mutual consent of the parties in writing.

## 10. GOVERNING LAW

This Agreement shall be governed and construed in accordance with the laws of the State of Florida.

## 11. AMENDMENT

This Agreement may be amended by mutual agreement of the DEPARTMENT and the VILLAGE expressed in writing, executed and delivered by each party.

## 12. INVALIDITY

If any part of this Agreement shall be determined to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, if such remainder continues to conform to the terms and requirements of applicable law.

## 13. INDEMNIFICATION

Subject to Section 768.28, Florida Statutes, as may be amended from time to time, the VILLAGE shall promptly indemnify, defend, save and hold harmless the DEPARTMENT, its officers, agents, representatives and employees from any and all losses, expenses, fines, fees, taxes, assessments, penalties, costs, damages, judgments, claims, demands, liabilities, attorneys fees, (including regulatory and appellate fees), and suits of any nature or kind whatsoever caused by, arising out of, or related to the VILLAGE's exercise or attempted exercise of its responsibilities as set out in this AGREEMENT, including but not limited to, any act, action, neglect or omission by the VILLAGE, its officers, agents, employees or representatives in any way pertaining to this agreement, whether direct or indirect, except that neither the VILLAGE nor any of its officers, agents, employees or representatives will be liable under this provision for damages arising out of injury or damages directly caused or resulting from the sole negligence of the DEPARTMENT.

The VILLAGE's obligation to indemnify, defend and pay for the defense of the DEPARTMENT, or at the DEPARTMENT's option, to participate and associate with the DEPARTMENT in the defense and trial of any claim and any related settlement negotiations, shall be triggered immediately upon the VILLAGE's receipt of the DEPARTMENT'S notice of claim for indemnification. The notice of claim for indemnification shall be deemed received if the DEPARTMENT sends the notice in accordance with the formal notice mailing requirements set forth in Section 5 of this AGREEMENT. The DEPARTMENT'S failure to notify the VILLAGE of a claim shall not release the VILLAGE of the above duty to defend and indemnify the DEPARTMENT.

The VILLAGE shall pay all costs and fees related to this obligation and its enforcement by the DEPARTMENT. The indemnification provisions of this section shall survive termination or expiration of this AGREEMENT, but only with respect to those claims that arose from acts or circumstances which occurred prior to termination or expiration of this AGREEMENT.

The VILLAGE's evaluation of liability or its inability to evaluate liability shall not excuse the VILLAGE's duty to defend and indemnify the DEPARTMENT under the provisions of this section. Only an adjudication or judgment, after the highest appeal is exhausted, specifically finding the Department was solely negligent shall excuse performance of this provision by the VILLAGE.

-----REMAINDER OF PAGE LEFT BLANK INTENTIONALLY-----

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement, on the day and year above written.

**VILLAGE OF BISCAYNE PARK:**

**STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION:**

**BY:** \_\_\_\_\_  
**VILLAGE MAYOR**

**BY:** \_\_\_\_\_  
**DISTRICT SECRETARY**

**ATTEST:** \_\_\_\_\_  
**(SEAL) VILLAGE CLERK**

**ATTEST:** \_\_\_\_\_  
**(SEAL) EXECUTIVE SECRETARY**

**LEGAL REVIEW:**

\_\_\_\_\_  
**VILLAGE ATTORNEY**

\_\_\_\_\_  
**DISTRICT CHIEF COUNSEL**

## **Exhibit "A"**

### **Maintenance Responsibilities**

The VILLAGE shall be responsible for the maintenance of all turf and landscape areas within the DEPARTMENT's right of way on (S.R.) 915/N.E. 6<sup>TH</sup> Avenue , in accordance with all applicable DEPARTMENT guidelines, standards, and procedures, which shall include but shall not be limited to the Maintenance Rating Program Handbook, as may be amended from time to time. Additionally, the VILLAGE shall maintain the all turf and landscape areas in accordance with the International Society of Arboriculture standards, the latest FDOT Design Standard, guidelines, and procedures, as may be amended from time to time. The VILLAGE's maintenance obligations shall include but not be limited to:

- a. Mow, cut and/or trim, and edge the grass or turf in accordance with the latest edition of the State of Florida "Guide for Roadside Mowing" and the latest edition of the "Maintenance Rating Program".
- b. Properly prune all plants, which include, but not limited to, plant and tree trimmings, in accordance with the latest edition of the "Maintenance Rating Program" and Index 546 of the latest FDOT Design Standards.
- c. Fertilizing, insecticide, pesticide, herbicide and watering will be required to maintain the current landscape and turf in its current healthy condition.
- d. Pruning such parts thereof which may present a visual or other safety hazard for those using or intending to use the right-of-way.
- e. Remove and properly dispose of litter from roadside and median strips.
- f. Removing and properly disposing of dead, diseased or otherwise deteriorated plants in their entirety, and replacing those that fall below the standards set forth in all applicable DEPARTMENT guidelines, standards and procedures as may be amended from time to time.
- g. All work by the VILLAGE shall be executed on the roadway under a traffic control plan in accordance with DEPARTMENT's latest edition of the "FDOT Design Standards".
- h. Maintaining a service log of all maintenance operation that sets forth the date of the maintenance activity, the location that was maintained, and the work that was performed.
- i. Submitting Lane Closure Request to the DEPARTMENT when maintenance activities will require the closure of a traffic lane in the DEPARTMENT'S right of way. Lane closure requests shall be submitted through the District Six Lane Closure Information System, to the DEPARTMENT's area Permit Manager and in accordance with the District Six Lane Closure Policy, as may be amended from time to time.

**FDOT Financial Project Number:** 252372-2-78-02

**County:** *Miami-Dade*

**FDOT Project Manager:** Alex Perez, P.E. 305-640-7197

**VILLAGE Project Manager:** *Ms. Heide Shafran/ Village Manager*

**Exhibit "B"**  
**Project Limits & Financial Summary**

Below are the PROJECT limits and acreage of the areas to be maintained by the VILLAGE under this Agreement.

STATE RD.	LOCAL NAME	FROM	TO
915	NE 6th Avenue	Biscayne Canal	NE 121st Street

Item Description	Quantity (Acres)	# of Cycles	Total Agreement (Acres)	Unit Price	Total Current Agreement
Mowing Small Machine (E104 4 3)	1.434	18	25.812	\$35.00	\$903.42
Litter Removal (E110 30)	1.434	24	34.416	\$10.00	\$344.16
Edging & Sweeping (E 110 32 1)	0.935	18	16.83	\$10.00	\$168.30
					<b>\$1,415.88</b>

**TOTAL ANNUAL AMOUNT ELIGIBLE FOR REIMBURSEMENT:      \$1,415.88**

**Exhibit "C"**  
**VILLAGE's Resolution**

To be herein incorporated once approved by the Village of Biscayne Park Commission.



# Village of Biscayne Park

## Commission Agenda Report

**Village Commission Meeting Date:** September 9, 2014

**Subject:** Resolution 2014-55

**Prepared By:** Chief Cornelius McKenna

**Sponsored By:** Staff

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### **Background**

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

### **Fiscal / Budget Impact**

N/A

### **Recommendation**

Approval of Resolution 2014-55.

### **Attachments**

- Resolution 2014-55
- Mutual Aid Agreement
- Joint Declaration

1  
2  
3 **RESOLUTION NO. 2014-55**  
4

5 A RESOLUTION OF THE VILLAGE COMMISSION  
6 OF THE VILLAGE OF BISCAYNE PARK, FLORIDA,  
7 AUTHORIZING THE VILLAGE MANAGER TO  
8 EXECUTE A MUTUAL AID AGREEMENT  
9 BETWEEN THE VILLAGE OF EL PORTAL POLICE  
10 DEPARTMENT AND THE VILLAGE OF BISCAYNE  
11 PARK POLICE DEPARTMENT; AND AUTHORIZING  
12 THE CHIEF OF POLICE TO EXECUTE THE JOINT  
13 DECLARATION; PROVIDING FOR AN EFFECTIVE  
14 DATE  
15

16  
17 WHEREAS the Village of Biscayne Park Police Department is committed to  
18 providing the public safety of their citizens by providing adequate levels of police services  
19 to address any foreseeable routine or emergency situation; and,  
20

21 WHEREAS, smaller municipalities such as Biscayne Park rely heavily on assistance  
22 from other police departments within Miami-Dade County to respond to both foreseeable  
23 and unforeseeable natural and man-made disasters and emergency situations; and,  
24

25 WHEREAS, in order to insure the preparation of these law enforcement agencies  
26 will be adequate to address any and all of these conditions, to protect the public peace and  
27 safety, and to preserve the lives and property of the people of the participating  
28 municipalities; and,  
29

30 WHEREAS, the participating Miami-Dade County municipalities have the authority  
31 under Chapter 23, Florida Statutes, Florida Mutual Aid Act, to enter into a Mutual Aid  
32 Agreement; and,  
33

34 WHEREAS, in consideration of the benefits provided by the Mutual Aid Agreement  
35 with the Village of El Portal Police Department to the Biscayne Park Police Department, the  
36 Village desires to execute the Mutual Aid Agreement and Joint Declaration between the  
37 Village of El Portal and the Village of Biscayne Park.  
38

39  
40  
41 NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COMMISSION OF  
42 THE VILLAGE OF BISCAYNE PARK, FLORIDA  
43  
44

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

48 **Section 2.** The Village Manager is authorized to execute the Mutual Aid  
49 Agreement between the Village of El Portal Police Department and the Village of Biscayne  
50 Park Police Department; the Chief of Police is authorized to execute the Joint Declaration.  
51 The agreement and declaration, in substantial form, are attached and incorporated by  
52 reference into this resolution as exhibit 1 and 2.  
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54 **Section 3.** This Resolution shall become effective upon adoption.

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

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

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

Attest:

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

Approved as to form:

\_\_\_\_\_  
John J. Hearn, Village Attorney

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

**MUTUAL AID AGREEMENT**  
**Between the Village of El Portal**  
**and the Village of Biscayne Park**

**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 El Portal Police Department and the Village of Biscayne Park Police Department; and,

**Whereas**, the Village of El Portal and the Village of Biscayne Park are located in relation to each other that it is to the advantage of each to receive and extend mutual aid in the form of law enforcement services and resources to adequately respond to intensive situations, including, but not limited to, natural or manmade disasters or emergencies as defined under § 252.34, Florida Statutes; 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 participating municipalities; and,

**Whereas**, the Village of El Portal and the Village of Biscayne Park have the authority under § 23.12, Florida Statutes, et seq., the Florida Mutual Aid Act, to enter into a mutual aid agreement for law enforcement service which provides for rendering of assistance in a law enforcement emergency.

**NOW, THEREFORE**, the Village of El Portal, a Florida municipal corporation, and the Village of Biscayne Park, a Florida municipal corporation, in consideration for mutual promises to render valuable aid in time of necessity, do hereby agree to fully and faithfully abide by and be bound by the following terms and conditions:

**SECTION I: SHORT TITLE:** Mutual Aid Agreement

**SECTION II: DESCRIPTION**

Since the Mutual Aid Agreement provides for the requesting and rendering of assistance for both routine and law enforcement intensive situations, this Mutual Aid Agreement combines the elements of both a voluntary cooperation agreement and a requested operational assistance agreement, as described in Chapter 23 Florida Statutes.

**SECTION III: DEFINITIONS**

- a. **Join Declaration:** A document which enumerates the various conditions or situations where aid may be requested or rendered pursuant to this Agreement, as determined by concerned agency heads. Subsequent to execution by concerned agency heads, the joint declaration shall be filed with the clerks of the respective political subdivisions and shall thereafter become part of this agreement. Said declaration may be amended or supplemented at any time by the agency heads by filing subsequent declarations with the clerks of the respective political subdivisions
- b. **Agency or participating law enforcement agency:** Either the Village of El Portal Police Department or the Village of Biscayne Park Police Department.
- c. **Agency Head:** Either the Chief of the Village of Biscayne Park Police Department, or Chief's designees; and the Chief of the Village of Biscayne Park, or the Chief's designees.

- d. The participating police department: The police department of any municipality in the State of Florida that has approved and executed this Agreement upon the approval of the governing body of that municipality.
- e. Certified law enforcement employee: Any law enforcement employee certified as provided in Chapter 943, Florida Statutes.

#### **SECTION IV: OPERATIONS**

- a. In the event that a party to this agreement is in need of assistance as set specified in the applicable joint declaration, an authorized representative of the agency requiring assistance shall notify the agency head or his/her designee from whom such assistance is requested. The agency head 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.
- b. The agency head 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. The agency head's decision in these matters shall be final.
- c. Each party to this Agreement agrees to furnish necessary personnel, equipment, facilities and other resources and to render services to the other party as required to assist the requesting party in addressing the situation which caused the request; provided, however, that no party shall be required to unreasonably deplete its own personnel, equipment, resources, facilities, and services in furnishing such mutual aid, as determined by the furnishing party.
- d. The agency heads of the participating law enforcement agencies, or their designees shall establish procedures for giving control of the mission definition to the requesting agency, and for giving tactical control over accomplishing any such assigned mission and supervisory control over all personnel or equipment provided pursuant to this Agreement to the providing agency. However, each employee shall also be subject to the personnel rules, regulations, procedures, and policies applicable to his or her employing agency.
- e. The personnel and equipment that are assigned by the assisting agency head shall be under the immediate command of a supervising officer designated by the assisting agency head. Such supervising officer shall be under the direct supervision and command of the agency head or his/her designee of the agency requesting assistance.
- f. Whenever an officer or other employee is rendering assistance pursuant to this agreement, the officer or employee shall abide by and be subject to the rules and regulations, personnel policies, general orders and standard operating procedures of his/her own employing agency. 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, personnel policy, general order or procedure shall control and shall supersede the direct order.
- g. Whenever there is cause to believe that a complaint has arisen as a result of a cooperative effort as it may pertain to this agreement, the agency head 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 contracted.
3. The specific allegation
4. The identity of the accused employee(s) without regard 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 head or his/her designee of the assisting agency for administrative review. The requesting agency may conduct a review of the complaint to determine if any factual basis for the complaint exists and/or whether any of the employees of the requesting agency violated any of their agency's policies or procedures.

## **SECTION V: POWERS, PRIVILEGES, IMMUNITIES, COSTS**

- a. All employees of the participating police department, including certified law enforcement employees as defined in Chapter 943, Florida Statutes, during such time that said employees are actually providing aid outside of the jurisdictional limits of the employing municipality pursuant to a request for aid made in accordance with this Agreement, shall, pursuant to the provisions of Chapter 23, Florida Statutes, have the same powers, duties, rights, privileges, and immunities as if they were performing their duties in the political subdivision in which they are normally employed.
- b. The political subdivision having financial responsibility for the law enforcement agency providing services, personnel, equipment, or facilities pursuant to the provisions of this Agreement shall bear any loss or damage to same and shall pay any and all expenses incurred in the maintenance and operation of same.
- c. The political subdivision having financial responsibility for the law enforcement agency providing aid pursuant to this Agreement shall compensate all of its employment rendering aid pursuant to this Agreement, during the time of the rendering of such aid, and shall defray the actual travel and maintenance expenses of such employees while they are rendering such aid. Such compensation shall include any amounts paid or due for compensation due to personal injury or death while such employees are engaged in rendering such aid. Such compensation shall also include all benefits normally due such employees.
- d. All exemptions from ordinance and rules, and all pension, insurance, relief, disability, worker's compensation, salary, death, and other benefits which apply to the activity of such officers, agents, or employees of any such agency, when performing their respective functions within the territorial limits of their respective agencies, shall apply to them to the same degree, manner, and extent while engaged in the performance of their functions and duties extraterritorially under the provisions of the Mutual Aid Agreement. The provisions of this Agreement shall apply with equal effect to paid and auxiliary employees.
- e. 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.
- f. Nothing in this agreement is intended or is to be construed as any transfer or contracting away of the powers or functions of one party hereto to the other.
- g. This agreement creates no rights or benefits in favor of any third parties and there are no intended third party beneficiaries with regard to the provisions herein.

## **SECTION VI: INDEMNIFICATION**

- a. The political subdivisions having financial responsibility for the law enforcement agency providing aid pursuant to this Agreement, agrees to hold harmless, defend, and indemnify the requesting law enforcement agency and its political subdivision in any suit, action or claim for damages resulting from any and all acts or conduct of employees of said providing agency while providing aid pursuant to this Agreement, subject to Chapter 768, Florida Statutes, where applicable.
- b. Each party engaging in any mutual cooperation or assistance, pursuant to this agreement, agrees to assume responsibilities for the acts, omissions, or conduct of such party's own employees while engaged in rendering aid pursuant to this Mutual Aid Agreement, subject to the provisions of § 768.28, Florida Statutes, where applicable.
- c. Each party shall provide satisfactory proof of liability insurance or self insurance by one or more of the means specified in § 768.28(15)(a), Florida Statutes, 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 insurance coverage, however provided, of any party be cancelled 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 VII: FORFEITURES**

- a. In the event that a participating agency seizes any real property, vessel, motor vehicle, aircraft, currency or other property pursuant to the Florida Contraband Forfeiture Act during the performance of this agreement, the agency requesting assistance in the case of requested operational assistance and the seizing agency in the case of voluntary cooperation shall be responsible for maintaining any forfeiture action pursuant to Chapter 932, Florida Statutes. The agency pursuing the forfeiture action shall have the exclusive right to control and the responsibility to maintain the property in accordance with Chapter 932, Florida Statutes, to include, but not limited to, the complete discretion to bring the action or dismiss the action.
- b. All proceeds from forfeited property seized as a result of or in accordance with this agreement shall be divided in proportion to the amount of investigation and participation performed by each agency, less the costs associated with the forfeiture action.

## **SECTION VIII: CONFLICTS**

Any conflicts between this Agreement and the Florida Mutual Aid Act will be controlled by the provisions of the latter, whenever conditions exist that are within the definitions stated in Chapter 23 Florida Statutes.

## **SECTION IX: EFFECTIVE DATE**

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

**SECTION X: CANCELLATION**

Any party may cancel its participation in this agreement upon sixty (60) days written notice to the other party or parties. Cancellations will be at the discretion of any subscribing party.

**IN WITNESS WHEREOF**, the parties hereto cause these presents to be signed on the date specified.

\_\_\_\_\_  
Jason Walker  
Village Manager  
Village of El Portal

\_\_\_\_\_  
Heidi Shafran  
Village Manager  
Village of Biscayne Park

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

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

ATTEST:

ATTEST:

\_\_\_\_\_  
Carolina Montealegre  
Village Clerk  
Village of El Portal

\_\_\_\_\_  
Maria C. Camara  
Village Clerk  
Village of Biscayne Park

Approved as to form  
and legal sufficiency:

Approved as to form  
and legal sufficiency:

\_\_\_\_\_  
Joseph Geller  
Village Attorney  
Village of El Portal

\_\_\_\_\_  
John J. Hearn  
Village Attorney  
Village of Biscayne Park

*Filing the mutual aid agreement: Section 23.12254(4), Florida Statutes, requires the filing of a copy of the signed Mutual Aid Agreement with FDLE within 14 days after signature. Filing may be accomplished by either mailing to FDLE, PO Box 1489, Tallahassee, FL 32302, Attention: Mutual Aid, or by fax to (904) 488 1760.*

**JOINT DECLARATION OF THE CHIEF OF  
THE VILLAGE OF EL PORTAL DEPARTMENT  
AND THE CHIEF OF THE VILLAGE OF BISCAYNE PARK POLICE DEPARTMENT  
PURSUANT TO MUTUAL AID AGREEMENT**

A police officer of either of the participating law enforcement agencies shall be considered to be operating under the provisions of the mutual aid agreement when:

- Participating in law enforcement activities that are pre-planned and approved by each respective agency head or his/her designee; or
- Appropriately dispatched in response to a request for assistance from the other law enforcement agency; or
- Spontaneous response where assistance or aid is apparent (see #9 below)

In compliance with, and under the authority of, the Mutual Aid Agreement, heretofore entered into by the Village of El Portal and the Village of Biscayne Park, Florida, it is hereby declared that the following list comprises the circumstances and conditions under which mutual aid may be requested and rendered regarding police operations pursuant to the agreement. Said list may be amended or supplemented from time to time, as needs dictate by subsequent declarations.

1. Joint multi-jurisdictional criminal investigations.
2. Civil affray or disobedience, disturbances, riots, large protest demonstrations, controversial trials, political conventions, labor disputes and strikes.
3. Any natural, technological or manmade disaster.
4. Incidents which require rescue operations, 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 detention 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 persons calls.
9. Participating in exigent situations without a formal request which are spontaneous occurrences such as area searches for wanted subjects, perimeters, crimes in progress, escaped prisoners. Traffic stops near municipal boundaries, request for back-up assistance and no local unit is available or nearby, calls or transmissions indicating an officer is injured, calls indicating a crime

or incident has occurred in which a citizen may likely be injured and the assisting municipality is closer to the area than the officer receiving the call.

10. Enemy attack.
11. Transportation of evidence requiring security.
12. Major events; e.g., sporting events, concerts, parades, fairs, festivals, and conventions.
13. Security and escort duties for dignitaries.
14. Emergency situations in which one agency cannot perform its functional objective.
15. Incidents requiring utilization of specialized units; e.g., underwater recovery, aircraft, canine, motorcycle, bomb, crime scene, marine patrol, and police information.
16. Joint training in areas of mutual need.

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

\_\_\_\_\_  
Eugene Morales  
Chief of Police  
Village of El Portal Police Department

\_\_\_\_\_  
Cornelius McKenna  
Chief of Police  
Village of Biscayne Park Police Department

ATTEST:

ATTEST:

\_\_\_\_\_  
Village Clerk

\_\_\_\_\_  
Village Clerk



# Village of Biscayne Park

## Commission Agenda Report

**Village Commission Meeting Date:** September 9, 2014

**Subject:** Resolution 2014-56

**Prepared By:** Chief Cornelius McKenna

**Sponsored By:** Staff

### **Background**

The Miami-Dade Police Department has provided a Mutual Aid Agreement for the Multi-Agency Gang Task Force (MAGTF). The agreement facilitates proactive gang enforcement operations between the Village of Biscayne Police Department and the Miami-Dade Police Department. The agreement does not adversely impact Village police manpower or finances.

### **Fiscal / Budget Impact**

N/A

### **Recommendation**

Approval of Resolution 2014-56.

### **Attachments**

- Resolution 2014-56
- Memorandum of Understanding

1  
2  
3 **RESOLUTION NO. 2014-56**  
4

5 A RESOLUTION OF THE VILLAGE COMMISSION  
6 OF THE VILLAGE OF BISCAYNE PARK, FLORIDA,  
7 AUTHORIZING THE VILLAGE MANAGER TO  
8 EXECUTE A MUTUAL AID AGREEMENT  
9 BETWEEN MIAMI-DADE COUNTY AND THE  
10 VILLAGE OF BISCAYNE PARK FOR THE MULTI-  
11 AGENCY GANG TASK FORCE; PROVIDING FOR  
12 AN EFFECTIVE DATE  
13

14  
15 WHEREAS the Village of Biscayne Park Police Department is committed to  
16 providing the public safety of their citizens by providing adequate levels of police services  
17 to address any foreseeable routine or emergency situation; and,  
18

19 WHEREAS, smaller municipalities such as Biscayne Park rely heavily on assistance  
20 from the Miami-Dade County Police Department and other police departments within  
21 Miami-Dade County to respond to both foreseeable and unforeseeable natural and man-  
22 made disasters and emergency situations; and,  
23

24 WHEREAS, in order to insure the preparation of these law enforcement agencies  
25 will be adequate to address any and all of these conditions, to protect the public peace and  
26 safety, and to preserve the lives and property of the people of the participating  
27 municipalities; and,  
28

29 WHEREAS, Miami-Dade County and the Village of Biscayne Park have the  
30 authority under Chapter 23, Florida Statutes, Florida Mutual Aid Act, to enter into a Mutual  
31 Aid Agreement (MAA); and,  
32

33 WHEREAS, the purpose of this MAA is to allow the Village of Biscayne Park  
34 Police Department to assist Miami-Dade County with its Multi Agency Gang Task Force,  
35 referred to as MAGTF, which was created to conduct proactive gang enforcement  
36 operations and investigate criminal activity, apprehend, and prosecute those who are outside  
37 of the jurisdictional boundaries of the Village as both parties recognize that criminals do not  
38 operate with regard to jurisdictional boundaries; and,  
39

40 WHEREAS, the apprehension and prosecution of these criminals should reduce  
41 crime both inside and outside the Village limits regardless of where these criminals are  
42 ultimately apprehended.  
43  
44

45  
46 NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COMMISSION OF  
47 THE VILLAGE OF BISCAYNE PARK, FLORIDA  
48  
49

50 **Section 1.** The foregoing "WHEREAS" clauses are true and correct and hereby  
51 ratified and confirmed by the Village Commission.  
52

53 **Section 2.** The Village Manager is authorized to execute the Mutual Aid  
54 Agreement between Miami-Dade County and the Village of Biscayne Park for the Multi

1 Agency Gang Task Force. The agreement, in substantial form, is attached and incorporated  
2 by reference into this resolution as exhibit 1.

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

5  
6 PASSED AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2014

7  
8 **The foregoing resolution upon being**  
9 **put to a vote, the vote was as follows:**

10  
11 \_\_\_\_\_  
12 David Coviello, Mayor

13 Mayor Coviello: \_\_\_\_  
14 Vice Mayor Ross: \_\_\_\_  
15 Commissioner Anderson: \_\_\_\_  
16 Commission Jonas: \_\_\_\_  
17 Commissioner Watts: \_\_\_\_

18 Attest:

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

21 Approved as to form:

22  
23  
24  
25 \_\_\_\_\_  
26 John J. Hearn, Village Attorney

**MUTUAL AID AGREEMENT  
BETWEEN  
MIAMI-DADE COUNTY  
AND  
VILLAGE OF BISCAYNE PARK  
FOR THE  
MULTI-AGENCY GANG TASK FORCE**

**WHEREAS**, it is the responsibility of the governments of Miami-Dade County and the Village of Biscayne Park to ensure the public safety of their citizens by providing adequate levels of police services; and

**WHEREAS**, Miami-Dade County and the Village of Biscayne Park have the authority under Section 23.12, Florida Statutes, et seq., the Florida Mutual Aid Act, to enter into a Mutual Aid Agreement; and

**WHEREAS**, this Mutual Aid Agreement is entered into by Miami-Dade County, by and through its department, the Miami-Dade Police Department and the Village of Biscayne Park, by and through its department, the Biscayne Park Police Department. For readability and brevity, this Mutual Aid Agreement will herein be referred to as the "MAA", Miami-Dade County will be referred to as the "COUNTY", the Village of Biscayne Park will be referred to as the "AGENCY", and when referred to collectively the COUNTY and AGENCY will be referred to as the "PARTIES", and where referred to singularly, the COUNTY or AGENCY may be referred to as a "PARTY"; and

**WHEREAS**, the purpose of this MAA is to allow the AGENCY to assist the COUNTY with its Multi-Agency Gang Task Force, referred to as MAGTF, which was created to conduct proactive gang enforcement operations and investigate criminal activity, apprehend, and prosecute those who are outside of the jurisdictional boundaries of the AGENCY as both PARTIES recognize that criminals do not operate with regard to jurisdictional boundaries; and

**WHEREAS**, the apprehension and prosecution of these criminals should reduce crime both inside and outside AGENCY limits regardless of where these criminals are ultimately apprehended; and,

**WHEREAS**, this MAA is separate from, and more specific in purpose than, the "Law Enforcement Mutual Aid Agreement for Voluntary Cooperation and Operational Assistance," signed by COUNTY and AGENCY representatives,

**NOW, THEREFORE, BE IT KNOWN** that the COUNTY and the AGENCY, and the undersigned representatives, invoke mutual aid and voluntary cooperation between the Director of the Miami-Dade Police Department and the Chief of Police of the Biscayne Park Police Department by signing this MAA, for the purposes described herein pursuant to the Florida Mutual Aid Act, ss. 23.12 - 23.22, Florida Statutes, and in consideration for mutual promises to render valuable aid, do hereby agree to fully and faithfully abide by and be bound by the following terms and conditions.

**SECTION I. DEFINITIONS**

1. Chief Executive Official: Either the Mayor of the COUNTY, or the Government Executive (highest ranking official) of the AGENCY, who has the authority to contractually bind the

respective law enforcement agency and has executed this Agreement, upon the approval of the governing body of each of the PARTIES. Subsequent to the execution by the executive officials, this Agreement shall be filed with the Clerk of the Court for the COUNTY, and the Clerk of the AGENCY. This MAA may be amended at any time by filing subsequent Amendment(s), which will be subject to the same approval process, and shall thereafter become a part of this MAA.

2. Miami-Dade Police Department head: The Director of the Miami-Dade Police Department, or the Director's designee; and the Chief of Police of the Biscayne Park Police Department, or the Chief's designee.
3. Certified law enforcement employee: Any law enforcement employee certified as provided in Chapter 943, Florida Statutes.

## **SECTION II. TERMS AND PROCEDURES**

1. Operations:
  - a. The AGENCY agrees to furnish necessary manpower, equipment, facilities, and other resources and to render services to the COUNTY as required to assist the COUNTY to investigate, apprehend and prosecute those people who are engaging in criminal gang activity, and other violent crimes, outside of the jurisdictional boundaries of the AGENCY, however, the AGENCY shall not be required to deplete unreasonably its own manpower, equipment, facilities, and other resources and services in rendering such assistance.
  - b. The agency heads, or their designees, shall establish procedures for giving control of the mission definition to the COUNTY, and for giving tactical control over accomplishing any such assigned mission and supervisory control over all personnel or equipment provided pursuant to this MAA to the COUNTY.
2. Powers, Privileges, Immunities, and Costs:
  - a. All employees of the Biscayne Park Police Department, including certified law enforcement employees as defined in Chapter 943, Florida Statutes, during such time that said employees are actually providing aid outside of the jurisdictional limits of the City pursuant to a request for aid made in accordance with this MAA, shall, pursuant to the provisions of Chapter 23, Florida Statutes, have the same powers, duties, rights, privileges, and immunities as if they were performing their duties for the party by which they are normally employed.
  - b. The party having financial responsibility for the law enforcement agency providing services, personnel, vehicles, equipment, or facilities pursuant to the provisions of this MAA shall bear any loss or damage to same and shall pay any and all expenses incurred in the maintenance and operation of same.
  - c. The AGENCY shall compensate all of its employees rendering aid pursuant to this MAA and shall defray the actual travel and maintenance expenses of such employees while they are rendering such aid. Such compensation shall include any amounts paid or due compensation due to personal injury or death while such employees are engaged in rendering such aid. Such compensation shall also include all benefits normally due such employees.
  - d. All exemption from ordinances and rules, and all pension, insurance, relief, disability, workers' compensation, salary, death, and other benefits which apply to the activity of such officers, agents, or employees of any PARTY when performing their respective functions within the territorial limits of their respective agencies shall apply to them to the same degree, manner, and extent while engaged in the performance of their functions and duties extra territorially under the provisions of this MAA. The provisions of this MAA shall apply with equal effect to paid and auxiliary employees.

3. Indemnification: Each PARTY participating in the Multi-Agency Gang Task Force pursuant to this MAA agrees to assume responsibility for the acts, omissions, or conduct of such party's own employees while participating herein and pursuant to this MAA, subject to the provisions of Section 768.28, Florida Statutes, where applicable. "Assume Responsibility" shall mean incurring any and all costs associated with any suit, action, or claim for damages arising from the performance of this agreement.
4. Forfeitures: Investigators operating pursuant to this MAA may encounter property subject to forfeiture pursuant to the Florida Contraband Forfeiture Act, Florida Statutes. Such property may be seized, forfeited, and equitably distributed among the PARTIES in proportion to the amount of investigation and participation performed by each law enforcement agency, less the costs associated with the forfeiture action. The COUNTY shall have the exclusive right to control and maintain the property, including, but not limited to, the complete discretion to bring the action, or to dismiss the action, or to negotiate a settlement. All seizures (currency, narcotics, evidence or other property) will remain in the control and custody of Miami-Dade Police officers and will be impounded in accordance with COUNTY procedures. The AGENCY must request its share of seized property in writing when the initial seizure documentation is provided to the Miami-Dade Police Department, Police Legal Bureau, or the AGENCY will be barred from claiming any portion of the seized property that may be ultimately forfeited.
5. Conflicts: Any conflicts between this MAA and the Florida Mutual Aid Act will be controlled by the provisions of the latter, whenever conditions exist that are within the definitions stated in Chapter 23, Florida Statutes.

### **SECTION III. COMMAND AND SUPERVISORY RESPONSIBILITY**

1. Command: The personnel and equipment that are assigned by the AGENCY shall be under the immediate command and direct supervision of a supervising officer designated by the Director of the Miami-Dade Police Department, or his/her designee.
2. Conflicts: Whenever an officer is rendering assistance pursuant to this MAA, the officer shall abide by and be subject to the rules and regulations, personnel policies, general orders, and standard operating procedures of his or her own employer. 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 COUNTY, then such rule, regulation, policy, general order or procedure of the AGENCY shall control, and shall supersede the direct order.
3. 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 MAA, the Director or Chief of Police, or his/her designee of the agency employing the officer who is the subject of the complaint shall be responsible for the investigation of the complaint. The Director or Chief of Police or designee should ascertain at a minimum:
  - The identity of the complainant;
  - An address where the complainant can be contacted;
  - The specific allegation; and;
  - The identity of the employees accused without regard as to agency affiliation.

If it is determined during the investigation of a complaint that the accused is an employee of the 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 COUNTY 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 COUNTY violated any of the COUNTY's policies or procedures.

#### **SECTION IV. PROVISIONS FOR MUTUAL AID AND VOLUNTARY AND OPERATIONAL ASSISTANCE**

1. In compliance with and under the authority of this MAA heretofore entered into by the COUNTY and the AGENCY, it is hereby declared that COUNTY is requesting assistance from the AGENCY to investigate, apprehend and prosecute those people who are engaging in criminal gang activity, and other crimes, outside of the jurisdictional boundaries of the AGENCY.
2. A deputy sheriff or police officer of either the COUNTY or the AGENCY shall be considered to be operating under the provisions of this MAA when participating in law enforcement activities that are preplanned and approved by each respective agency head or appropriately dispatched for the purposes of this MAA.
3. The AGENCY agrees to provide personnel to the COUNTY to achieve the purposes of this MAA. AGENCY personnel will only be assigned to participate in operations and investigations governed by this MAA after receiving approval from the COUNTY through the Miami-Dade Police Department.
4. The COUNTY and the AGENCY will furnish their own vehicles and will be responsible for the expenses, maintenance and any liability incurred with respect to the use of their respective vehicles.
5. RECORDS AND REPORTS: All investigative reports and arrest reports will be maintained by the COUNTY. With respect to any other records that either PARTY may maintain, each PARTY agrees to comply with public records laws. More specifically, each PARTY will:
  - a. Keep and maintain public records that ordinarily and necessarily would be required by the PARTY in order to perform the services required by this MAA.
  - b. Provide the public with access to public records at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
  - c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
  - d. Meet all requirements for retaining public records and transfer, at no cost, to the other PARTY.
6. PROSECUTION: The criteria for the decision whether to have any particular case prosecuted in the State or Federal system will be based on which level of prosecution and venue would provide the greatest benefit to the overall objectives of the investigation. In all cases, timely notification will be made to the appropriate prosecuting authority.
7. SCHEDULE OF WORK HOURS: Work hours may vary to meet operational needs.
8. INFORMANTS: Funds to pay any confidential informants for information relating to criminal activity will be supplied by the confidential informants' controlling police department. Informants will be paid in accordance with the specific department's rules and regulations.
9. RELEASE OF INFORMATION TO THE PRESS: At no time will any employee of either PARTY release to or discuss with any member of the press any aspect of operations or any aspect of the direction, focus, or general purpose of the investigation without first consulting with the appropriate supervisor of the Miami-Dade Police Department. Subsequent to the consultation, officers acting pursuant to the MAA will discuss any information release with the affected investigators and/or prosecutors to assure that the integrity of the investigation will not be jeopardized. In most, if not all cases, the release of any information, no matter how generic, will be made jointly with the participation of both PARTIES and pursuant to Florida Statutes Chapter 119 and any other applicable statutes governing the disclosure of public records.

**SECTION V. EFFECTIVE DATE**

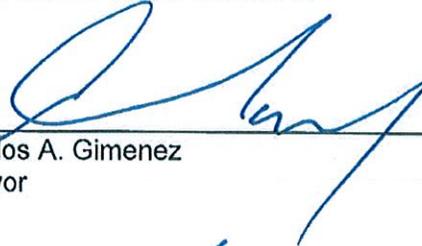
This Agreement shall be in effect from the date of signing and will continue year to year. Under no circumstances may this MAA be renewed, amended, or extended except in writing.

**SECTION VII. CANCELLATION**

This Agreement may be cancelled by either PARTY upon thirty (30) days written notice to the other PARTY. Cancellation will be at the discretion of the Chief Executive Official of the PARTIES hereto.

AGREED TO AND ACKNOWLEDGED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

**FOR MIAMI-DADE COUNTY:**

*for*  \_\_\_\_\_ *6/30/14*  
Carlos A. Gimenez Date  
Mayor

*for*  \_\_\_\_\_ *6.26.14*  
J.D. Patterson Date  
Director, Miami-Dade Police Department



**FOR THE VILLAGE OF BISCAYNE PARK:**

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Heidi Shafran, Village Manager Date

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Cornelius McKenna, Chief Date  
Biscayne Park Police Department



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

**Village Commission Meeting Date: September 9, 2014**

**Subject: Resolution 2014-58**

**Prepared By: Maria Camara, Village Clerk**

**Sponsored By: Staff**

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### **Background**

During the budget workshops for Fiscal Year 2014-15 held in August, the hourly rate for one full time and two part time employees were identified as being under the Miami Dade County Living Wage of \$12.46 per hour. At the conclusion of the 2<sup>nd</sup> Budget Workshop, there was consensus and full support from the Commission to increase the hourly rate for these three employees to the Miami Dade County Living wage in the Fiscal Year 2014-15 budget.

In addition, there was full consensus from the Commission to staff the Parks & Recreation Department with two (2) full time employees and one (1) part time employee for the Fiscal Year 2014-15 budget, instead of one full time and two part time.

In consideration of the Village's desire to offer a pay rate to employees consistent with the Miami Dade County Living Wage, and to increase staff hours in Parks & Recreation in support of the Administration's commitment to our Parks & Recreation

September 9, 2014

Commission Agenda Report

Resolution 2014-58

programs, we submit that these changes be made effective immediately starting with the payroll week of August 24, 2014.

### **Fiscal / Budget Impact**

Based on five weeks left in the current 2013-14 fiscal year, the increase in the hourly wage for three employees, and the change from part time to full time for one employee would be a total increase of \$2,362.00 in this current budget.

### **Recommendation**

Approval of Resolution 2014-58.

### **Attachments**

- Resolution 2014-58

1  
2  
3 **RESOLUTION NO. 2014-58**  
4

5 **A RESOLUTION OF THE VILLAGE**  
6 **COMMISSION OF THE VILLAGE OF**  
7 **BISCAYNE PARK, FLORIDA; SUPPORTING**  
8 **THE INCREASE OF WAGES FOR THREE (3)**  
9 **EMPLOYEES TO THE MIAMI DADE**  
10 **COUNTY LIVING WAGE IN THE CURRENT**  
11 **2013-14 FISCAL YEAR; PROVIDING FOR AN**  
12 **EFFECTIVE DATE.**  
13  
14

15 WHEREAS, at the Budget Workshops for Fiscal Year 2014-15 held on August 13<sup>th</sup> and  
16 August 20<sup>th</sup>, 2014, the hourly pay rate for one full time and two part time employees were  
17 identified as being under the Miami Dade County Living Wage of \$12.46 per hour; and,  
18

19 WHEREAS, the Village Commission fully supported and approved the increase of the  
20 hourly pay rate of these three employees to the Miami Dade County Living Wage in the Fiscal  
21 Year 2014-15 Budget that commences on October 1, 2014; and,  
22

23 WHEREAS, additionally, the Village Commission approved staffing for the Parks &  
24 Recreation Department to include two (2) full time and one (1) part time employees to support  
25 the Administration's commitment to our Parks & Recreation programs; and,  
26

27 WHEREAS, in consideration of the Village's desire to offer a pay rate to employees  
28 consistent with the Miami Dade County Living Wage and to increase staff hours in Parks &  
29 Recreation, that the changes be made effective immediately in the current fiscal year budget,  
30 retro-active to the pay period starting on August 24, 2014; and,  
31

32 WHEREAS, the impact to the current fiscal year budget for the remaining five weeks  
33 would be \$2,362.00.  
34  
35

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

40 **Section 1.** The foregoing "Whereas" clauses are hereby ratified and confirmed as  
41 being true and correct and hereby made a specific part of this Resolution upon adoption hereof.  
42

43 **Section 2.** The Village Commission of the Village of Biscayne Park supports the  
44 increase of wages for three (3) employees to the Miami Dade County Living Wage hourly rate  
45 of \$12.46 per hour, and increased staff hours in Parks & Recreation in the current 2013-14  
46 Fiscal Year, effective August 24, 2014.  
47

48 **Section 3.** This Resolution shall become effective upon adoption.  
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PASSED AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2014.

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

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

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

Attest:

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

Approved as to form:

\_\_\_\_\_  
John J. Hearn, Village Attorney



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

**Village Commission Meeting Date: September 9, 2014**

**Subject: Resolution 2014-59**

**Prepared By: Chief Cornelius F. McKenna**

**Sponsored By: Staff**

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### **Background**

The Village of Biscayne Park has a police dog named "Mollie" certified in drug detection with its handler being Corporal Charlie Dayoub. On September 6, 2014, Corporal Dayoub is resigning from the Police Department and will be moving out of state. Without Corporal Dayoub as its handler, the dog will no longer be certified in the State of Florida. Although Mollie has been a valuable asset to the Biscayne Park Police Department in her service as a police dog, it would be a significant cost to the Village to train a new canine officer and to retrain Mollie to work with a new officer. Further, not all police dogs can successfully be retrained with a new handler. There are several canine dogs in our surrounding law enforcement agencies available to assist us as needed. Mollie has no value to another agency as she has to be completely retrained with a new handler and a younger canine dog can be obtained for training at no purchase cost. The expense of retraining this dog combined with no guarantee of success nor demonstrated need for a police dog in the Village at all seem to make this police dog a luxury rather than a necessity.

### **Fiscal/Budget Impact**

Elimination of K-9 expenses from the Police Department budget.

### **Recommendation**

Approval of Resolution 2014-59 allowing Corporal Dayoub to buy “Mollie” for \$1.00 from the Village of Biscayne Park.

### **Attachments**

- Resolution 2014-59
- Bill of Sale



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

Attest:

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

Approved as to form:

\_\_\_\_\_  
John J. Hearn, Village Attorney

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

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

## **BILL OF SALE**

This Bill of Sale is made on the \_\_\_\_\_ day of \_\_\_\_\_, 2014 between the Village of Biscayne Park, Florida (herein "Seller") and Corporal Charlie Dayoub (herein "Buyer").

WHEREAS, Buyer is presently a member of the Village of Biscayne Park Police Department; and

WHEREAS, Mollie has been a valuable asset to the Biscayne Park Police Department in her service as a police dog; however, due to Corporal Dayoub's retirement, it would be a significant cost to the Village to train a new canine officer and to retrain Mollie to work with a new officer; and

WHEREAS, the Village has found that there is an adequate number of canine dogs in surrounding agencies capable of drug detection, which is Mollie's specialty; and

WHEREAS, due to Corporal Dayoub's retirement, Mollie has no value to the Village as her only value is experience with Corporal Dayoub as her handler; and

IN CONSIDERATION of the mutual covenants and conditions herein expressed and the faithful performance of all such covenants and conditions, undersigned Seller and Buyer do mutually agree as follows:

- (1) Buyer agrees to pay Seller one dollar (\$1.00) for the purchase of Mollie from the Village of Biscayne Park in "as is" condition.
- (2) Buyer acknowledges and accepts Mollie in her present physical condition and age.
- (3) Buyer agrees to be responsible for the upkeep, maintenance, health care, feeding, grooming and boarding of Mollie.
- (4) Buyer agrees to assume all responsibility for the actions, behavior and health of Mollie.
- (5) Buyer agrees that Mollie is being sold to Buyer as a house pet only and that Mollie cannot be resold.

(6) Seller agrees to relinquish all rights to Mollie.

ATTEST:

VILLAGE OF BISCAYNE PARK, FLORIDA

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

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

APPROVED AS TO FORM:

\_\_\_\_\_  
John J. Hearn, Village Attorney

WITNESS:

CORPORAL CHARLIE DAYOUB

\_\_\_\_\_  
WITNESS



# Village of Biscayne Park Commission Agenda Report

**Village Commission Meeting Date:** September 9, 2014

**Subject:** Resolution 2014-60 – Authorizing the Village Manager and the Village Attorney to Finalize and Execute the \$1,000,000 Grant Agreement with the Florida Department of Economic Opportunity

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

**Sponsored By:** Staff

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## **BACKGROUND**

During the recent Florida legislative session the Village was awarded a \$1,000,000 grant from the Florida Department of Economic Opportunity to restore and renovate the Village's log cabin and construct a Public Safety and Administration Annex. In order to receive the funds, the Village must enter into an agreement with the Florida Department of Economic Opportunity. The Village has received the proposed agreement and has requested changes to the agreement such as changes to the timeframe allotted for the use of the funds. Currently the State is in the process of reviewing and responding to the changes proposed by the Village. The State has suggested that the Village Commission authorize the Village Manager and the Village Attorney to finalize and execute the agreement in order to further expedite the process.

## **FISCAL / BUDGET IMPACT**

The awarding of \$1,000,000 will allow the Village to move forward with the restoration of the log cabin and construction of the Village Hall annex.

## **STAFF RECOMMENDATION**

Staff recommends that the Commission authorize the Village Manager and Village Attorney to finalize and execute the agreement with the State of Florida.

**ATTACHMENTS**

- Resolution 2014-60
- Draft grant agreement between the Village of Biscayne Park and the Florida Department of Economic Opportunity
- Village Attorney suggested changes to the grant agreement.

1  
2  
3 **RESOLUTION NO. 2014-60**  
4

5 **A RESOLUTION OF THE VILLAGE**  
6 **COMMISSION OF THE VILLAGE OF**  
7 **BISCAYNE PARK, AUTHORIZING THE**  
8 **VILLAGE MANAGER TO EXECUTE THE**  
9 **GRANT AGREEMENT BETWEEN THE**  
10 **STATE OF FLORIDA DEPARTMENT OF**  
11 **ECONOMIC OPPORTUNITY AND THE**  
12 **VILLAGE OF BISCAYNE PARK;**  
13 **PROVIDING FOR AN EFFECTIVE DATE**  
14  
15

16 WHEREAS, during the recent Florida legislative session, the Village of Biscayne Park  
17 was awarded a \$1,000,000 grant from the Florida Department of Economic Opportunity for the  
18 restoration and renovation of the Village's historic log cabin and to construct a Public Safety  
19 and Administration Annex; and,  
20

21 WHEREAS, in order to receive the funds, the Village must enter into an agreement  
22 with the State of Florida Department of Economic Opportunity; and,  
23

24 WHEREAS, while changes to the agreement, including a change to the timeframe  
25 allotted for the use of the funds, are currently still being discussed with the State, they have  
26 suggested that the Village Commission authorize the Village Manager and Village Attorney to  
27 finalize and execute the agreement in order to further expedite the process.  
28

29 NOW THEREFORE BE IT RESOLVED BY THE VILLAGE COMMISSION OF  
30 THE VILLAGE OF BISCAYNE PARK, FLORIDA:  
31  
32

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

36 **Section 2.** The Village Commission authorizes the Village Manager and Village  
37 Attorney to continue to finalize the agreement, and once completed, for the Village Manager to  
38 execute the Grant Agreement between the State of Florida Department of Economic  
39 Opportunity and the Village of Biscayne Park for the \$1,000,000 grant to restore and renovate  
40 the Village's Log Cabin and construct a Public Safety and Administration Annex.  
41

42 **Section 3.** This Resolution shall become effective upon adoption.  
43  
44  
45

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

2

3

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

4

5

6

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

Mayor Coviello: \_\_\_\_

Vice Mayor Ross: \_\_\_\_

8

Commissioner Anderson: \_\_\_\_

9

Attest:

Commission Jonas: \_\_\_\_

10

Commissioner Watts: \_\_\_\_

11

12

13

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

15

Approved as to form:

16

17

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\_\_\_\_\_  
John J. Hearn, Village Attorney

21

22

**GRANT AGREEMENT  
STATE OF FLORIDA  
DEPARTMENT OF ECONOMIC OPPORTUNITY**

**THIS GRANT AGREEMENT** (“Agreement”) is made and entered into by and between the State of Florida, Department of Economic Opportunity (“DEO”), and *Insert GRANTEE Name Here* (“Grantee”). DEO and Grantee are sometimes referred to herein individually as a “Party” and collectively as “the Parties.”

**I. GRANTEE AGREES:**

**A. Attachment 1, Scope of Work:**

Grantee agrees to provide the goods and/or services in accordance with the conditions and criteria specified herein, and in Attachment 1, Scope of Work.

**B. Type of Agreement:**

This Agreement is a *cost reimbursement* agreement.

**C. Agreement Period:**

This Agreement shall take effect upon the date on which the last Party signs. The term of this Agreement begins on July 1, 2014 and ends on June 30, 2015. DEO shall not be obligated to pay for costs incurred by Grantee related to this Agreement prior to its beginning date or after its ending date. Grantee acknowledges that while no extension of this Agreement is contemplated, if an extension is necessary due to events beyond the control of Grantee, any consideration of an extension will be subject to the availability of funds and further conditioned upon Grantee’s satisfactory performance of all duties and obligations hereunder, as determined by DEO.

**D. Agreement Payment:**

This Agreement shall not exceed *Insert Agreement amount here* which shall be paid by DEO in consideration for Grantee’s provision of services as set forth by the terms and conditions of this Agreement. The State of Florida and DEO’s performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. DEO shall be the final authority as to the availability of funds for this Agreement, and as to what constitutes an “annual appropriation” of funds to complete this Agreement. If such funds are not appropriated or available for the Agreement purpose, such event will not constitute a default on DEO or the State. DEO agrees to notify Grantee in writing at the earliest possible time if funds are not appropriated or available. The cost for services rendered under any other Agreement or to be paid from any other source is not eligible for reimbursement under this Agreement.

**E. Requirements of paragraphs (a) – (i) of subsection 287.058(1), Florida Statutes (F.S.):**

1. Grantee shall submit bills for fees or other compensation for services or expenses in sufficient detail for a proper pre-audit and post-audit thereof.

2. If travel expenses are authorized, Grantee shall submit bills for such travel expenses and shall be reimbursed only in accordance with section 112.061, F.S.
3. Grantee shall allow public access to all documents, papers, letters or other materials made or received by Grantee in conjunction with this Agreement, unless the records are exempt from section 24(a) of Article 1 of the State Constitution and section 119.07(1), F.S. It is expressly understood that DEO may unilaterally cancel this Agreement for Grantee's refusal to comply with this provision.
4. Grantee shall perform all tasks contained in Attachment 1, Scope of Work.
5. Receipt by Grantee of DEO's written acceptance of the units of deliverables specified herein is a condition precedent to payment under this Agreement and is contingent upon Grantee's compliance with the specified performance measure (i.e., each deliverable must satisfy at least the minimum acceptable level of service specified in the Scope of Work and DEO shall apply the applicable criteria stated in the Scope of Work to determine satisfactory completion of each deliverable).
6. Grantee shall comply with the criteria and final date by which such criteria must be met for completion of this Agreement.
7. Renewal: This Agreement may not be renewed.
8. If Grantee fails to perform in accordance with the Agreement, DEO shall apply the financial consequences specified herein.
9. Unless otherwise agreed in writing, intellectual property rights to preexisting property will remain with Grantee; whereas, intellectual property rights to all property created or otherwise developed by Grantee specifically for DEO will be owned by the State of Florida through DEO. Proceeds derived from the sale, licensing, marketing or other authorization related to any such DEO-controlled intellectual property right shall be handled in the manner specified by applicable state statute.

**F. Governing Laws of the State of Florida:**

1. Grantee agrees that 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, rules, and regulations of the State of Florida. Each Party shall perform its obligations herein in accordance with the terms and conditions of the Agreement. Without limiting the provisions of Section II.D., Dispute Resolution, the exclusive venue of any legal or equitable action that arises out of or relates to the Agreement shall be the appropriate state court in Leon County, Florida; in any such action, the Parties waive any right to jury trial.
2. Grantee agrees that it is in compliance with the rules for e-procurement as directed by Rule 60A-1.030, F.A.C. and that if applicable, will maintain eligibility for this Agreement through the MyFloridaMarketplace.com system.
3. DEO shall ensure compliance with section 11.062, F.S., and section 216.347, F.S. Grantee shall not, in connection with this or any other agreement with the State, directly or

indirectly: (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty; or (2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any State officer or employee. For purposes of clause (2), "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. Upon request of DEO's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to this Agreement. Grantee shall retain such records in accordance with the record retention requirements of Part V of Attachment 2, Audit Requirements.

4. Grantee agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of Grantee's compliance with the terms of this or any other agreement between Grantee and the State which results in the suspension or debarment of Grantee. Such costs shall include, but shall not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. Grantee shall not be responsible for any costs of investigations that do not result in Grantee's suspension or debarment.
5. **Public Entity Crime:** Pursuant to section 287.133(2)(a), F.S., a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on an agreement to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on an agreement with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor or consultant under an agreement with any public entity and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S., for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.
6. **Advertising:** Subject to chapter 119, F.S., Grantee shall not publicly disseminate any information concerning this Agreement without prior written approval from DEO, including, but not limited to mentioning this Agreement in a press release or other promotional material, identifying DEO or the State as a reference, or otherwise linking Grantee's name and either a description of the Agreement or the name of DEO or the State in any material published, either in print or electronically, to any entity that is not a Party to this Agreement, except potential or actual authorized distributors, dealers, resellers, or service representatives.
7. **Sponsorship:** As required by section 286.25, F.S., if Grantee is a nongovernmental organization which sponsors a program financed wholly or in part by state funds, including any funds obtained through this Agreement, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by (Grantee's name) and the State of Florida, Department of Economic Opportunity." If the sponsorship reference is in written material, the words "State of Florida, Department of Economic Opportunity" shall appear in the same size letters or type as the name of the organization.

## 8. Mandatory Disclosure Requirements:

- a. **Conflict of Interest:** This Agreement is subject to chapter 112, F.S. Grantee shall disclose the name of any officer, director, employee, or other agent who is also an employee of the State. Grantee shall also disclose the name of any State employee who owns, directly or indirectly, more than a five percent (5%) interest in Grantee or its affiliates.
- b. **Convicted Vendors:** Grantee shall disclose to DEO if they are on the convicted vendor list. A person or affiliate placed on the convicted vendor list following a conviction for a public entity crime is prohibited from doing any of the activities listed in Section I.F.1.e. above for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.
- c. **Vendors on Scrutinized Companies Lists:** If this Agreement is in the amount of \$1 million or more, in executing this Agreement, Grantee certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, F.S.
  - 1) Pursuant to section 287.135(5), F.S., DEO may immediately terminate this Agreement for cause if Grantee is found to have submitted a false certification or if Grantee is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List during the term of the Agreement.
  - 2) If DEO determines that Grantee has submitted a false certification, DEO will provide written notice to Grantee. Unless Grantee demonstrates in writing, within ninety (90) days of receipt of the notice, that DEO's determination of false certification was made in error, DEO shall bring a civil action against Grantee. If DEO's determination is upheld, a civil penalty equal to the greater of \$2 million or twice the amount of this Agreement shall be imposed on Grantee, and Grantee will be ineligible to bid on any Agreement with an agency or local governmental entity for three (3) years after the date of DEO's determination of false certification by the Grantee.
  - 3) In the event that federal law ceases to authorize the states to adopt and enforce the contracting prohibition identified herein, this provision shall be null and void.
- d. **Discriminatory Vendors:** Grantee shall disclose to DEO if they appear on the discriminatory vendor list. An entity or affiliate placed on the discriminatory vendor list pursuant to section 287.134, F.S. may not:
  - 1) Submit a bid on an agreement to provide any goods or services to a public entity;
  - 2) Submit a bid on an agreement with a public entity for the construction or repair of a public building or public work;
  - 3) Submit bids on leases of real property to a public entity; or

- 4) Be awarded or perform work as a Grantee, supplier, sub-Grantee, or consultant under an agreement with any public entity; or transact business with any public entity.

#### **9. Abuse, Neglect, and Exploitation Incident Reporting:**

In compliance with sections 39.201 and 415.1034, F.S., an employee of Grantee who knows or has reasonable cause to suspect that a child, aged person, or disabled adult is or has been abused, neglected, or exploited shall immediately report such knowledge or suspicion to the Florida Abuse Hotline by calling 1-800-96ABUSE, or via the web reporting option at <http://www.dcf.state.fl.us/abuse/report/>, or via fax at 1-800-914-0004.

#### **10. Information Release:**

- a. DEO does not endorse any Grantee, commodity, or service. No public disclosure or news release pertaining to this Agreement shall be made without the prior written approval of DEO. Grantee is prohibited from using Agreement information, sales values/volumes and/or DEO customers in sales brochures or other promotions, including press releases, unless prior written approval is obtained from DEO.
- b. Grantee acknowledges that DEO is subject to the provisions of chapter 119, F.S., relating to public records and that reports, invoices, and other documents Grantee submits to DEO under this Agreement may constitute public records under Florida Statutes. Grantee shall cooperate with DEO regarding DEO's efforts to comply with the requirements of chapter 119, F.S.
- c. If Grantee submits records to DEO that are confidential and exempt from public disclosure as trade secrets or proprietary confidential business information, such records should be identified as such by Grantee prior to submittal to DEO. Failure to identify the legal basis for each exemption from the requirements of chapter 119, F.S., prior to submittal of the record to DEO serves as Grantee's waiver of a claim of exemption.
- d. Grantee shall allow public access to all records made or received by Grantee in conjunction with this Agreement, unless the records are exempt from section 24(a) of Article I of the State Constitution and section 119.07(1), F.S. In accordance with chapter 119 F.S., Grantee shall be responsible for responding to all public records requests per the cost structure provided for records made or received by Grantee in conjunction with this Agreement.
- e. Grantee must notify DEO, both by e-mail and first class mail, within one (1) business day from receipt of all request(s) for public records, as a public record is defined in section 119.011, F.S. Notice of public records requests received by the Grantee shall be e-mailed to [PRRequest@deo.myflorida.com](mailto:PRRequest@deo.myflorida.com) and mailed to:

Public Records Coordinator  
Department of Economic Opportunity  
107 East Madison Street

- f. Grantee shall notify DEO verbally within twenty-four (24) chronological hours and in writing within seventy-two (72) chronological hours if any data in Grantee's possession related to this Agreement is subpoenaed or improperly used, copied, or removed (except in the ordinary course of business) by anyone except an authorized representative of DEO. Grantee shall cooperate with DEO in taking all steps as DEO deems advisable to prevent misuse, regain possession, and/or otherwise protect the State's rights and the data subject's privacy.

**11. Funding Requirements of Section 215.971(1), F.S.:**

- a. Grantee and its subcontractors may only expend funding under this Agreement for allowable costs resulting from obligations incurred during the Agreement period.
- b. Grantee shall refund to DEO any balance of unobligated funds which has been advanced or paid to Grantee.
- c. Grantee shall refund to DEO all funds paid in excess of the amount to which Grantee or its subcontractors are entitled under the terms and conditions of the Agreement.

**G. Grantee Payments:**

1. Grantee will provide DEO's Agreement Manager invoices in accordance with the requirements of the State of Florida Guide for State Expenditures ([http://www.myfloridacfo.com/aadir/reference\\_guide/](http://www.myfloridacfo.com/aadir/reference_guide/)) with detail sufficient for a proper pre-audit and post-audit thereof. Invoices must also comply with the following:
  - a. Invoices must be legible and must clearly reflect the goods/services that were provided in accordance with the terms of the Agreement for the invoice period. Payment does not become due under the Agreement until the invoiced deliverable(s) and any required report(s) are approved and accepted by DEO.
  - b. Invoices must contain the Grantee's name, address, federal employer identification number or other applicable Grantee identification number, the Agreement number, the invoice number, and the invoice period. DEO or the State may require any additional information from Grantee that DEO or the State deems necessary to process an invoice.
  - c. Invoices must be submitted in accordance with the time requirements specified in the Scope of Work.
2. At DEO's or the State's option, Grantee may be required to invoice electronically pursuant to guidelines of the Department of Management Services. Current guidelines require that Grantee supply electronic invoices in lieu of paper-based invoices for those transactions processed through the system. Electronic invoices shall be submitted to DEO's Agreement Manager through the Ariba Supplier Network (ASN) in one of the following mechanisms – EDI 810, cXML, or web-based invoice entry within the ASN.

3. Payment shall be made in accordance with sections 215.422 and 287.0585, F.S., which govern time limits for payment of invoices. Section 215.422, F.S., provides that agencies have five (5) working days to inspect and approve goods and services unless the solicitation documents or the Agreement Scope of Work specify otherwise. DEO has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved. The Scope of Work may specify conditions for retainage. Invoices returned to a Grantee due to preparation errors will result in a delay of payment. Invoice payment requirements do not start until a properly completed invoice is provided to DEO. DEO is responsible for all payments under the Agreement.
4. Section 55.03(1), F.S., identifies the process applicable to the determination of the rate of interest payable on judgments and decrees, and pursuant to section 215.422(3)(b), F.S., this same process applies to the determination of the rate of interest applicable to late payments to vendors for goods and services purchased by the State and for contracts which do not specify a rate of interest. The applicable rate of interest is published at:

<http://www.myfloridacfo.com/aadir/interest.htm>

**H. Final Invoice:**

Grantee shall submit the final invoice for payment to DEO no later than \_\_\_\_\_ **60** days after the Agreement ends or is terminated. If Grantee fails to do so, all rights to payment are forfeited and DEO will not honor any requests submitted after this time period.

**I. Return or Recoupment of Funds:**

1. Grantee shall return to DEO any overpayments due to unearned funds or funds disallowed pursuant to the terms of this Agreement that were disbursed to Grantee by DEO. In the event that Grantee or its independent auditor discovers that overpayment has been made, Grantee shall repay said overpayment within forty (40) calendar days without prior notification from DEO. In the event that DEO first discovers an overpayment has been made, DEO will notify Grantee by letter. Should repayment not be made in a timely manner, DEO shall be entitled to charge interest at the lawful rate of interest on the outstanding balance beginning forty (40) calendar days after the date of notification or discovery. Refunds should be sent to DEO's Agreement Manager, and made payable to the "Department of Economic Opportunity."
2. If authorized and approved, Grantee may be provided an advance as part of this Agreement.
3. Notwithstanding the damages limitations of Section II.F., if Grantee's non-compliance with any provision of the Agreement results in additional cost or monetary loss to DEO or the State of Florida, DEO can recoup that cost or loss from monies owed to Grantee under this Agreement or any other Agreement between Grantee and any State entity. In the event that the discovery of this cost or loss arises when no monies are available under this Agreement or any other Agreement between Grantee and any State entity, Grantee will repay such cost or loss in full to DEO within thirty (30) days of the date of notice of the amount owed, unless the Department agrees, in writing, to an alternative timeframe.

**J. Vendor Ombudsman:**

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516 or by calling the Chief Financial Officer's Hotline, (800) 342-2762.

**K. Audits and Records:**

1. Representatives of DEO, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability or representatives of the federal government and their duly authorized representatives shall have access to any of Grantee's books, documents, papers, and records, including electronic storage media, as they may relate to this Agreement, for the purposes of conducting audits or examinations or making excerpts or transcriptions.
2. Grantee shall maintain books, records, and documents in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all expenditures of funds provided by DEO under this Agreement.
3. Grantee will provide a financial and compliance audit to DEO, if applicable, and ensure that all related party transactions are disclosed to the auditor.
4. Grantee shall retain all Grantee records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this Agreement in accordance with the record retention requirements of Part V of Attachment 2, Audit Requirements. Grantee shall cooperate with DEO to facilitate the duplication and transfer of such records or documents upon request of DEO.
5. Grantee shall transfer, at no cost to DEO, all public records upon completion or termination of this Agreement, and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All electronic records shall be provided to DEO in a DEO-compatible format.
6. Grantee shall include the aforementioned audit and record keeping requirements in all approved subrecipient subcontracts and assignments.
7. Within sixty (60) days of the close of Grantee's fiscal year, on an annual basis, Grantee shall electronically submit a completed Audit Compliance Certification (a version of this certification is attached hereto as Attachment 3) to [audit@deo.myflorida.com](mailto:audit@deo.myflorida.com). Grantee's timely submittal of one completed Audit Compliance Certification for each applicable fiscal year will fulfill this requirement within all agreements (e.g., contracts, grants, memorandums of understanding, memorandums of agreement, economic incentive award agreements, etc.) between DEO and Grantee.

#### **L. Employment Eligibility Verification**

1. Executive Order 11-116, signed May 27, 2011, by the Governor of Florida, requires DEO contracts in excess of nominal value to expressly require Grantee to:
  - a. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Grantee during the Agreement term; and,
  - b. Include in all subcontracts under this Agreement, the requirement that subcontractors performing work or providing services pursuant to this Agreement utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of the subcontract.
2. E-Verify is an Internet-based system that allows an employer, using information reported on an employee's Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States after the effective date of the required Memorandum of Understanding (MOU); the responsibilities and elections of federal contractors, however, may vary, as stated in Article II.D.1.c. of the MOU. There is no charge to employers to use E-Verify. The Department of Homeland Security's E-Verify system can be found at:

[http://www.dhs.gov/files/programs/gc\\_1185221678150.shtm](http://www.dhs.gov/files/programs/gc_1185221678150.shtm)
3. If Grantee does not have an E-Verify MOU in effect, Grantee must enroll in the E-Verify system prior to hiring any new employee after the effective date of this Agreement.

#### **M. Duty of Continuing Disclosure of Legal Proceedings:**

1. Prior to execution of this Agreement, Grantee must disclose all prior or on-going civil or criminal litigation, investigations, arbitration or administrative proceedings (Proceedings) involving Grantee (and each subcontractor) in a written statement to DEO's Agreement Manager. Thereafter, Grantee has a continuing duty to promptly disclose all Proceedings upon occurrence.
2. This duty of disclosure applies to Grantee's or subcontractor's officers and directors when any Proceeding relates to the officer or director's business or financial activities. Details of settlements that are prevented from disclosure by the terms of the settlement may be annotated as such.
3. Grantee shall promptly notify DEO's Agreement Manager of any Proceeding relating to or affecting the Grantee's or subcontractor's business. If the existence of such Proceeding causes the State concern that the Grantee's ability or willingness to perform the Agreement is jeopardized, Grantee shall be required to provide DEO's Agreement Manager all reasonable assurances requested by DEO to demonstrate that:
  - a. Grantee will be able to perform the Agreement in accordance with its terms and conditions; and,

- b. Grantee and/or its employees, agents, or subcontractor(s) have not and will not engage in conduct in performing services for DEO which is similar in nature to the conduct alleged in such Proceeding.

**N. Assignments and Subcontracts:**

1. Grantee agrees to neither assign the responsibility for this Agreement to another party nor subcontract for any of the work contemplated under this Agreement without prior written approval of DEO. Any sublicense, assignment, or transfer occurring without the prior approval of DEO, shall be null and void.
2. Grantee agrees to be responsible for all work performed and all expenses incurred in fulfilling the obligations of this Agreement. If DEO permits Grantee to subcontract all or part of the work contemplated under this Agreement, including entering into subcontracts with vendors for services and commodities, it is understood by Grantee that all such subcontract arrangements shall be evidenced by a written document subject to prior review and comment by DEO. Such review of the written subcontract document by DEO will be limited to a determination of whether or not subcontracting is permissible and the inclusion of applicable terms and conditions of this Agreement. Grantee further agrees that DEO shall not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract. Grantee, at its expense, will defend DEO against such claims.
3. Grantee agrees that all Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under the Agreement must comply with all security and administrative requirements of DEO. DEO may conduct, and Grantee shall cooperate in, a security background check or otherwise assess any employee, subcontractor, or agent furnished by Grantee. DEO may refuse access to, or require replacement of, any personnel for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with DEO's security or other requirements. Such refusal shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. DEO may reject and bar from any facility for cause any of Grantee's employees, subcontractors, or agents.
4. Grantee agrees that the State of Florida shall at all times be entitled to assign or transfer its rights, duties, or obligations under this Agreement to another governmental agency in the State of Florida, upon giving prior written notice to Grantee. In the event the State of Florida approves transfer of Grantee's obligations, Grantee remains responsible for all work performed and all expenses incurred in connection with the Agreement. In addition, this Agreement shall bind the successors, assigns, and legal representatives of Grantee and of any legal entity that succeeds to the obligations of the State of Florida.
5. Grantee agrees to make payments to the subcontractor within seven (7) working days after receipt of full or partial payments from DEO in accordance with section 287.0585, F.S., unless otherwise stated in the Agreement between Grantee and subcontractor. Grantee's

failure to pay its subcontractors within seven (7) working days will result in a penalty charged against Grantee and paid to the subcontractor in the amount of one-half of one (1) percent of the amount due per day from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen (15) percent of the outstanding balance due.

6. Grantee shall provide a monthly Minority and Service-Disabled Veteran Business Enterprise Report summarizing the participation of certified and non-certified minority and service-disabled veteran subcontractors/material suppliers for the current month, and project to date. The report shall include the names, addresses and dollar amount of each certified and non-certified Minority Business Enterprise and Service-Disabled Veteran Enterprise participant and a copy must be forwarded to DEO's Agreement Manager. The Office of Supplier Diversity at (850) 487-0915 will assist in furnishing names of qualified minorities. DEO's Minority Coordinator at (850) 245-7260 will assist with questions and answers.
7. DEO shall retain the right to reject any of Grantee's or subcontractor's employees whose qualifications or performance, in DEO's judgment, are insufficient.

**O. Purchasing:**

1. **Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE):** In accordance with section 946.515(6), F. S., if a product or service required for the performance of this Agreement is certified by or is available from PRIDE and has been approved in accordance with section 946.515(2), F. S., the following statement applies:

It is expressly understood and agreed that any articles which are the subject of, or required to carry out, this Agreement shall be purchased from the corporation identified under chapter 946, F. S., in the same manner and under the same procedures set forth in section 946.515(2) and (4), F. S.; and for purposes of this Agreement the person, firm or other business entity carrying out the provisions of this Agreement shall be deemed to be substituted for this agency insofar as dealings with such corporation are concerned.

**The above clause is not applicable to subcontractors unless otherwise required by law.** Additional information about PRIDE and the products it offers is available at <http://www.pride-enterprises.org>.

2. **Products Available from the Blind or Other Handicapped (RESPECT):** In accordance with section 413.036(3), F.S., if a product or service required for the performance of this Agreement is on the procurement list established pursuant to section 413.035(2), F.S., the following statement applies:

It is expressly understood and agreed that any articles that are the subject of, or required to carry out, this Agreement shall be purchased from a nonprofit agency for the blind or for the severely handicapped that is qualified pursuant to chapter 413, F.S., in the same manner and under the same procedures set forth in section 413.036(1) and (2), F. S.; and for purposes of this Agreement, the person, firm or other business entity carrying out the provisions of this

Agreement shall be deemed to be substituted for the state agency insofar as dealings with such qualified nonprofit agency are concerned.

Additional information about the designated nonprofit agency and the products it offers is available at <http://www.respectofflorida.org>.

3. Grantee agrees to procure any recycled products or materials which are the subject of or are required to carry out this Agreement in accordance with section 403.7065, F.S.

**P. MyFloridaMarketPlace Transaction Fee:** disbursements of State financial assistance to a recipient are exempt from this Transaction Fee pursuant to Rule 60A-1.032(1)(i), F.A.C.

**Q. Nonexpendable Property:**

1. For the requirements of this Section of the Agreement, "nonexpendable property" is the same as "property" as defined in section 273.02, F.S., (equipment, fixtures, and other tangible personal property of a non-consumable and nonexpendable nature, with a value or cost of \$1,000 or more, and a normal expected life of one year or more; hardback-covered bound books that are circulated to students or the general public, with a value or cost of \$25 or more; and hardback-covered bound books, with a value or cost of \$250 or more).
2. All nonexpendable property, purchased under this Agreement, shall be listed on the property records of Grantee. Grantee shall inventory annually and maintain accounting records for all nonexpendable property purchased and submit an inventory report to DEO with the final expenditure report. The records shall include, at a minimum, the following information: property tag identification number, description of the item(s), physical location, name, make or manufacturer, year, and/or model, manufacturer's serial number(s), date of acquisition, and the current condition of the item.
3. At no time shall Grantee dispose of nonexpendable property purchased under this Agreement for these services without the written permission of and in accordance with instructions from DEO.
4. Immediately upon discovery, Grantee shall notify DEO, in writing, of any property loss with the date and reason(s) for the loss.
5. Grantee shall be responsible for the correct use of all nonexpendable property furnished under this Agreement.
6. A formal Agreement amendment is required prior to the purchase of any item of nonexpendable property not specifically listed in the approved Agreement budget.
7. Title (ownership) to all nonexpendable property acquired with funds from this Agreement shall be vested in DEO and said property shall be transferred to DEO upon completion or termination of the Agreement unless otherwise authorized in writing by DEO.

**R. Information Resource Acquisition:**

Grantee shall obtain prior written approval from the appropriate DEO approving authority before purchasing any Information Technology Resource (ITR) or conducting any activity that

will impact DEO's electronic information technology equipment or software, as both terms are defined in DEO Policy Number 5.01, in any way. ITR includes computer hardware, software, networks, devices, connections, applications, and data.

**S. Insurance:**

During the Agreement, including the initial Agreement term, renewal(s), and extensions, Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits as may be reasonably associated with the Agreement. Providing and maintaining adequate insurance coverage is a material obligation of Grantee, and failure to maintain such coverage may void the Agreement. The limits of coverage under each policy maintained by Grantee shall not be interpreted as limiting Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to write policies in Florida.

Upon execution of this Agreement, Grantee shall provide DEO written verification of the existence and amount for each type of applicable insurance coverage. Within thirty (30) days of the effective date of the Agreement, Grantee shall furnish DEO proof of applicable insurance coverage by standard ACORD form certificates of insurance. In the event that any applicable coverage is cancelled by the insurer for any reason, Grantee shall immediately notify DEO of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within fifteen (15) business days after the cancellation of coverage.

DEO shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of Grantee providing such insurance. The following types of insurance are required.

**1. Grantee's Commercial General Liability Insurance:**

By execution of this Agreement, unless Grantee is a state agency or subdivision as defined by section 768.28(2), F.S., Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during this Agreement. A self-insurance program established and operating under the laws of the State of Florida may provide such coverage.

**2. Workers' Compensation and Employer's Liability Insurance:**

Grantee, at all times during the Agreement, at its sole expense, shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with the Agreement, which, as a minimum, shall be: workers' compensation and employer's liability insurance in accordance with chapter 440, F.S., with minimum employer's liability limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policy shall cover all employees engaged in any Agreement work.

### **3. Other Insurance:**

During the Agreement term, Grantee shall maintain any other insurance as required in Attachment 1, Scope of Work.

### **T. Confidentiality and Safeguarding Information:**

1. Each Party may have access to confidential information made available by the other. The provisions of the Florida Public Records Act, Chapter 119, F.S., and other applicable state and federal laws will govern disclosure of any confidential information received by the State of Florida.
2. Grantee must implement procedures to ensure the protection and confidentiality of all data, files, and records involved with this Agreement.
3. Except as necessary to fulfill the terms of this Agreement and with the permission of DEO, Grantee shall not divulge to third parties any confidential information obtained by Grantee or its agents, distributors, resellers, subcontractors, officers, or employees in the course of performing Agreement work, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of the State or DEO.
4. Grantee agrees not to use or disclose any information concerning a recipient of services under this Agreement for any purpose not in conformity with state and federal law or regulations except upon written consent of the recipient, or his responsible parent or guardian when authorized by law, if applicable.
5. If Grantee has access to either DEO's network or any DEO applications, or both, in order to fulfill Grantee's obligations under this Agreement, Grantee agrees to abide by all applicable DEO Information Technology Security procedures and policies. Grantee (including its employees, sub-contractors, agents, or any other individuals to whom Grantee exposes confidential information obtained under this Agreement), shall not store, or allow to be stored, any confidential information on any portable storage media (*e.g.*, laptops, thumb drives, hard drives, *etc.*) or peripheral device with the capacity to hold information. Failure to strictly comply with this provision shall constitute a breach of Agreement.
6. Grantee shall notify DEO in writing of any disclosure of unsecured confidential information of DEO by Grantee, its employees, agents, or representatives which is not in compliance with the terms of this Agreement (of which it becomes aware). Grantee also shall report to DEO any Security Incidents of which it becomes aware, including those incidents reported to Grantee by its sub-contractors or agents. For purposes of this Agreement, "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of DEO information in Grantee's possession or electronic interference with DEO operations; however, random attempts at access shall not be considered a security incident. Grantee shall make a report to DEO not more than seven (7) business days after Grantee learns of such use or disclosure. Grantee's report shall identify, to the extent known: (i) the nature of the unauthorized use or disclosure, (ii) the confidential information used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Grantee has done or shall do to mitigate any

deleterious effect of the unauthorized use or disclosure, and (v) what corrective action Grantee has taken or shall take to prevent future similar unauthorized use or disclosure. Grantee shall provide such other information, including a written report, as reasonably requested by DEO's Information Security Manager.

7. In the event of a breach of security concerning confidential personal information involved with this Agreement, Grantee shall comply with section 501.171, F.S., as applicable. When notification to affected persons is required under this section of the statute, Grantee shall provide that notification, but only after receipt of DEO's approval of the contents of the notice. Defined statutorily, and for purposes of this Agreement, "breach of security" or "breach" means the unauthorized access of data in electronic form containing personal data. Good faith acquisition of personal information by an employee or agent of the Grantee is not a breach, provided the information is not used for a purpose unrelated to the Grantee's obligations under this Agreement or is not subject to further unauthorized use.

**U. Warranty of Ability to Perform:**

Grantee warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish Grantee's ability to satisfy its Agreement obligations. Grantee warrants that neither it nor any affiliate is currently on the convicted vendor list maintained pursuant to section 287.133, F.S., or on any similar list maintained by any other state or the federal government. Grantee shall immediately notify DEO in writing if its ability to perform is compromised in any manner during the term of the Agreement.

**V. Patents, Copyrights, and Royalties:**

1. Pursuant to section 286.021, F.S., if any discovery or invention arises or is developed in the course or as a result of work or services performed with funds from this Agreement, Grantee shall refer the discovery or invention to DEO who will refer it to the Department of State to determine whether patent protection will be sought in the name of the State of Florida. Any and all patent rights accruing under or in connection with the performance of the Agreement are hereby reserved to the State of Florida. The rights to any invention resulting from this Agreement that is for the performance of experimental, developmental, or research work are governed by 37 CFR Part 401 and any of its implementing regulations as applicable. All data, both electronic and hard copies, created or received by Grantee during the Agreement are the property of DEO and must be surrendered to DEO upon expiration, termination, or cancellation of this Agreement at no cost to DEO.
2. Where activities supported by this Agreement produce original writings, sound recordings, pictorial reproductions, drawings or other graphic representations and works of any similar nature, DEO has the right to use, duplicate, and disclose such materials in whole or in part, in any manner, for any purpose whatsoever and to allow others acting on behalf of DEO to do so. In the event that any books, manuals, films, websites, web elements, electronic information, or other copyrightable materials are produced Grantee shall notify DEO. Any and all copyrights accruing under or in connection with the performance funded by this Agreement are hereby reserved to the State of Florida.

3. In accordance with the provisions of section 1004.23, F.S., a State University is authorized in its own name to perform all things necessary to secure letters of patent, copyrights, and trademarks on any works it produces. Any action taken by the university in securing or exploiting such trademarks, copyrights, or patents shall, within thirty (30) days, be reported in writing by the president of the university to the Department of State in accordance with section 1004.23(6), F.S.

**W. Independent Contractor Status:**

In Grantee's performance of its duties and responsibilities under this Agreement, it is mutually understood and agreed that Grantee is at all times acting and performing as an independent Contractor. DEO shall neither have nor exercise any control or direction over the methods by which Grantee shall perform its work and functions other than as provided herein. Nothing in this Agreement is intended to or shall be deemed to constitute a partnership or joint venture between the Parties.

1. Except where Grantee is a state agency, Grantee, its officers, agents, employees, subcontractors, or assignees, 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 of Florida. Nor shall Grantee represent to others that, as Grantee, it has the authority to bind DEO unless specifically authorized to do so.
2. Except where Grantee is a state agency, neither Grantee, nor its officers, agents, employees, subcontractors, or assignees are entitled to state retirement or state leave benefits, or to any other compensation of state employment as a result of performing the duties and obligations of this Agreement.
3. Grantee agrees to take such actions as may be necessary to ensure that each subcontractor will be deemed to be an independent Grantee and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the State of Florida.
4. Unless justified by Grantee, and agreed to by DEO in Attachment 1, Scope of Work, DEO will not furnish services of support (*e.g.*, office space, office supplies, telephone service, secretarial, or clerical support) to Grantee or its subcontractor or assignee.
5. DEO shall not be responsible for withholding taxes with respect to Grantee's compensation hereunder. Grantee shall have no claim against DEO for vacation pay, sick leave, retirement benefits, social security, workers' compensation, health or disability benefits, reemployment assistance benefits, or employee benefits of any kind. Grantee shall ensure that its employees, subcontractors, and other agents, receive benefits and necessary insurance (health, workers' compensation, reemployment assistance benefits) from an employer other than the State of Florida.
6. Grantee, at all times during the Agreement, must comply with the reporting and Reemployment Assistance contribution payment requirements of chapter 443, F.S.

**X. Electronic Funds Transfer:**

Grantee agrees to enroll in Electronic Funds Transfer (EFT), offered by the State’s Chief Financial Officer within thirty (30) days of the date the last Party has signed this Agreement. Copies of the Authorization form and a sample blank enrollment letter can be found on the vendor instruction page at:

[http://www.fldfs.com/aadir/direct\\_deposit\\_web/Vendors.htm](http://www.fldfs.com/aadir/direct_deposit_web/Vendors.htm)

Questions should be directed to the EFT Section at (850) 413-5517. Once enrolled, invoice payments will be made by EFT.

**II. GRANTEE AND DEO AGREE:**

**A. Renegotiation or Modification:**

The Parties agree to renegotiate this Agreement if federal and/or state revisions of any applicable laws or regulations make changes to this Agreement necessary. In addition to changes necessitated by law, DEO may at any time, with written notice to Grantee, make changes within the general scope of this Agreement. Such changes may include modification of the requirements, changes to processing procedures, or other changes as decided by DEO. Any investigation necessary to determine the impact of the change shall be the responsibility of Grantee. Modifications of provisions of this Agreement shall only be valid when they have been reduced to writing and duly signed and dated by all Parties.

**B. Time is of the Essence:**

Time is of the essence regarding the performance obligations set forth in this Agreement. Any additional deadlines for performance for Grantee’s obligation to timely provide deliverables under this Agreement including but not limited to timely submittal of reports, are contained in Attachment 1, Scope of Work.

**C. Termination:**

**1. Termination Due to the Lack of Funds:**

In the event funds to finance this Agreement become unavailable or if federal or state funds upon which this Agreement is dependent are withdrawn or redirected, DEO may terminate this Agreement upon no less than twenty-four (24) hour notice in writing to Grantee. Said notice shall be delivered by certified mail, return receipt requested or in person with proof of delivery. DEO shall be the final authority as to the availability of funds and will not reallocate funds earmarked for this Agreement to another program thus causing “lack of funds.” In the event of termination of this Agreement under this provision, Grantee will be compensated for any work satisfactorily completed prior to notification of termination.

**2. Termination for Cause:**

DEO may terminate the Agreement if Grantee fails to: (1) deliver the services within the time specified in the Agreement or any extension; (2) maintain adequate progress, thus endangering performance of the Agreement; (3) honor any term of the Agreement; or (4)

abide by any statutory, regulatory, or licensing requirement. Rule 60A-1.006(3), F.A.C., governs the procedure and consequences of default. Grantee shall continue to perform any work not terminated. The rights and remedies of DEO in this clause are in addition to any other rights and remedies provided by law or under the Agreement. Grantee shall not be entitled to recover any cancellation charges or lost profits.

### **3. Termination for Convenience:**

DEO, by written notice to Grantee, may terminate this Agreement in whole or in part when DEO determines in its sole discretion that it is in the State's interest to do so. Grantee shall not furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of the Agreement, if any. Grantee shall not be entitled to recover any cancellation charges or lost profits.

### **D. Dispute Resolution:**

Unless otherwise stated in Attachment 1, Scope of Work, disputes concerning the performance of the Agreement shall be decided by DEO, who shall reduce the decision to writing and serve a copy on Grantee. The decision shall be final and conclusive unless within twenty-one (21) days from the date of receipt, Grantee files with DEO a petition for administrative hearing. DEO's decision on the petition shall be final, subject to Grantee's right to review pursuant to chapter 120, F.S. Exhaustion of administrative remedies is an absolute condition precedent to Grantee's ability to pursue any other form of dispute resolution; provided however, that the Parties may employ the alternative dispute resolution procedures outlined in chapter 120, F.S.

### **E. Indemnification (NOTE: If Grantee is a state agency or subdivision, as defined in section 768.28(2), F.S., pursuant to section 768.28(19), F.S., neither Party indemnifies nor insures the other Party for the other Party's negligence):**

1. Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State and DEO, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors, provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the State or DEO.
2. Further, Grantee shall fully indemnify, defend, and hold harmless the State and DEO from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right, provided, however, that the foregoing obligation shall not apply to DEO's misuse or modification of Grantee's products or DEO's operation or use of Grantee's products in a manner not contemplated by the Agreement or the purchase order. If any product is the subject of an infringement suit, or in Grantee's opinion is likely to become the subject of such a suit, Grantee may at its sole expense procure for DEO the right to continue using the product or to modify it to become non-infringing. If Grantee is not reasonably able to modify or otherwise secure DEO the right to continue using the

product, Grantee shall remove the product and refund DEO the amounts paid in excess of a reasonable rental for past use. DEO shall not be liable for any royalties.

3. Grantee's obligations under the preceding two paragraphs with respect to any legal action are contingent upon the State or DEO giving Grantee (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense, and (3) assistance in defending the action at Grantee's sole expense. Grantee shall not be liable for any cost, expense, or compromise incurred or made by the State or DEO in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.

**F. Limitation of Liability:**

For all claims against Grantee under this Agreement, and regardless of the basis on which the claim is made, Grantee's liability under this Agreement for direct damages shall be limited to the greater of \$100,000 or the dollar amount of this Agreement. This limitation shall not apply to claims arising under the Indemnity paragraphs contained in this Agreement.

Unless otherwise specifically enumerated in the Agreement or in the purchase order, no Party shall be liable to another for special, indirect, punitive, or consequential damages, including lost data or records (unless the Agreement or purchase order requires Grantee to back-up data or records), even if the Party has been advised that such damages are possible. No Party shall be liable for lost profits, lost revenue, or lost institutional operating savings. The State and DEO may, in addition to other remedies available to them at law or equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them. The State may set off any liability or other obligation of Grantee or its affiliates to the State against any payments due Grantee under any Agreement with the State.

**G. Force Majeure and Notice of Delay from Force Majeure:**

Neither Party shall be liable to the other for any delay or failure to perform under this Agreement if such delay or failure is neither the fault nor the negligence of the Party or its employees or agents and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Party's control, or for any of the foregoing that affects subcontractors or suppliers if no alternate source of supply is available. However, in the event of delay from the foregoing causes, the Party shall take all reasonable measures to mitigate any and all resulting delay or disruption in the Party's performance obligation under this Agreement. If the delay is excusable under this paragraph, the delay will not result in any additional charge or cost under the Agreement to either Party. In the case of any delay Grantee believes is excusable under this paragraph, Grantee shall notify DEO in writing of the delay or potential delay and describe the cause of the delay either: (1) within ten (10) calendar days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) within five (5) calendar days after the date Grantee first had reason to believe that a delay could result, if the delay is not reasonably foreseeable. **THE FOREGOING SHALL CONSTITUTE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. DEO, in its sole discretion, will determine if the delay is excusable under this paragraph and will notify Grantee of its decision in writing. No

claim for damages, other than for an extension of time, shall be asserted against DEO. Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from DEO for direct, indirect, consequential, impact, or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist, Grantee shall perform at no increased cost, unless DEO determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to DEO or the State, in which case, DEO may do any or all of the following: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to DEO with respect to products or services subjected to allocation; (2) purchase from other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate the Agreement in whole or in part.

**H. Severability:**

If any provision, in whole or in part, of this Agreement is held to be void or unenforceable by a court of competent jurisdiction, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable, and all other provisions remain in full force and effect.

**I. Authority of Grantee’s Signatory:**

Upon execution, Grantee shall return the executed copies of this Agreement in accordance with the instructions provided by DEO along with documentation ensuring that the below signatory has authority to bind Grantee to this Agreement as of the date of execution. Documentation may be in the form of a legal opinion from the Grantee’s attorney, or other reliable documentation demonstrating such authority, and is hereby incorporated by reference. DEO may, at its discretion, request additional documentation related to the below signatory’s authority to bind Grantee to this Agreement.

**J. Execution in Counterparts:**

This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

**K. Contact Information for Grantee and DEO Contacts:**

**Grantee’s Payee:**

**Grantee’s Agreement Manager:**

Insert Grantee's payee name here	Insert Name of Grantee's Agreement Manager
Insert street address here	Insert street address here
Insert city, state, zip	Insert city, state, zip
Insert telephone #	Insert telephone #
Insert fax #	Insert fax #
Insert email address	Insert email address

**DEO’s Agreement Manager:**

Insert DEO's Agreement Manager's name  
here

\_\_\_\_\_  
Insert street address

\_\_\_\_\_  
City, state, zip

\_\_\_\_\_  
Insert telephone #

\_\_\_\_\_  
Insert fax #

\_\_\_\_\_  
Insert email address

In the event that any Party designates a different Agreement Manager after the execution of this Agreement, the Party will provide written notice of the name, address, zip code, telephone and fax numbers, and email address of the newest Agreement Manager to all other Parties. A designation of a new Agreement Manager shall not require a formal amendment to the Agreement.

***- Remainder of Page Intentionally Left Blank -***

**I. Execution:**

I have read the above Agreement and the attachments and exhibits thereto and understand each section and paragraph.

**IN WITNESS THEREOF**, and in consideration of the mutual covenants set forth above and in the attachments hereto, the Parties have caused to be executed this ***Insert total number of pages here including any attachments*** page Agreement by their undersigned officials duly authorized.

<b>INSERT GRANTEE NAME</b>		<b>DEPARTMENT OF ECONOMIC OPPORTUNITY</b>	
<b>By</b>	_____	<b>By</b>	_____
	Signature		Signature
<b>Title</b>	_____	<b>Title</b>	_____
	Type in Name Type in Title		Type in Name Type in Title
<b>Date</b>	_____	<b>Date</b>	_____

**Approved As to Form and Legal Sufficiency, Subject Only  
To Full and Proper Execution by the Parties**

**OFFICE OF GENERAL COUNSEL  
DEPARTMENT OF ECONOMIC OPPORTUNITY**

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

**Approved Date:** \_\_\_\_\_

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**Attachment 1**

**SCOPE OF WORK**

**[TO BE COMPLETED BY PROGRAM AREA]**

## Attachment 2

### AUDIT REQUIREMENTS

The administration of resources awarded by DEO to the recipient may be subject to audits and/or monitoring by DEO as described in this section.

#### MONITORING

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

#### AUDITS

##### **PART I: FEDERALLY FUNDED**

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

1. In the event that the recipient expends \$300,000 (*\$500,000 for fiscal years ending after December 31, 2003*) or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this agreement indicates Federal resources awarded through DEO by this agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from DEO. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.
3. If the recipient expends less than \$300,000 (*\$500,000 for fiscal years ending after December 31, 2003*) in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the recipient expends less than \$300,000 (*\$500,000 for fiscal years ending after December 31, 2003*) in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e.,

the cost of such an audit must be paid from the recipient resources obtained from other than Federal entities).

4. Although the audit provisions of OMB Circular A-133 ordinarily do not apply to for-profit sub recipients, in the case of Federal funding provided by the U.S. Department of Health and Human Services, Circular A-133 does apply. See 45 C.F.R. 74.26 for further details.
5. A web site that provides links to several Federal Single Audit Act resources can be found at: <http://harvester.census.gov/sac/sainfo.html>

## **PART II: STATE FUNDED**

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

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year of such recipient (for fiscal years ending September 30, 2004 or thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this agreement indicates state financial assistance awarded through DEO by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from DEO, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$500,000 in state financial assistance in its fiscal year (for fiscal years ending September 30, 2004 or thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$500,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. Additional information regarding the Florida Single Audit Act can be found at: <http://www.myflorida.com/fsaa/statutes.html>.

## **PART III: OTHER AUDIT REQUIREMENTS**

*(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the*

*audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of state financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)*

INSERT ADDITIONAL AUDIT REQUIREMENTS, IF APPLICABLE, OTHERWISE TYPE "N/A"

#### **PART IV: REPORT SUBMISSION**

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

- A. DEO at each of the following addresses:

Electronic copies (preferred): [Audit@deo.myflorida.com](mailto:Audit@deo.myflorida.com)

or

Paper (hard copy):

Department Economic Opportunity  
MSC # 130, Caldwell Building  
107 East Madison Street  
Tallahassee, Fl. 32399-4126

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

<http://harvester.census.gov/fac/collect/ddeindex.html>

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

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

Electronic copies (preferred): [Audit@deo.myflorida.com](mailto:Audit@deo.myflorida.com)

or

Paper (hard copy):

Department Economic Opportunity  
MSC # 130, Caldwell Building  
107 East Madison Street

Tallahassee, Fl. 32399-4126

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

A. DEO at each of the following addresses:

Electronic copies (preferred): [Audit@deo.myflorida.com](mailto:Audit@deo.myflorida.com)

or

Paper (hard copy):

Department Economic Opportunity  
MSC # 130, Caldwell Building  
107 East Madison Street  
Tallahassee, Fl. 32399-4126

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

Auditor General  
Local Government Audits/342  
Claude Pepper Building, Room 401  
111 West Madison Street  
Tallahassee, FL 32399-1450

Email Address: [flaudgen\\_localgovt@aud.state.fl.us](mailto:flaudgen_localgovt@aud.state.fl.us)

4. Copies of reports or the management letter required by Part III of this agreement shall be submitted by or on behalf of the recipient directly to:

A. DEO at each of the following addresses:

INSERT ADDRESS(ES), IF APPLICABLE, OTHERWISE TYPE "N/A"

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

#### **PART V: RECORD RETENTION**

1. The recipient shall retain sufficient records demonstrating its compliance with the terms of this agreement for a period of five (5) years from the date the audit report is issued, or five (5) state

fiscal years after all reporting requirements are satisfied and final payments have been received, whichever period is longer, and shall allow DEO, or its designee, CFO, or Auditor General access to such records upon request. In addition, if any litigation, claim, negotiation, audit, or other action involving the records has been started prior to the expiration of the controlling period as identified above, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the controlling period as identified above, whichever is longer. The recipient shall ensure that audit working papers are made available to DEO, or its designee, CFO, or Auditor General upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by DEO.

***- End of Attachment 2 -***

## EXHIBIT – 1 to Attachment 2

### **FEDERAL RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:**

*NOTE: If the resources awarded to the recipient represent more than one Federal program, provide the same information shown below for each Federal program and show total Federal resources awarded.*

Federal Program (*list Federal agency, Catalog of Federal Domestic Assistance title and number*) - \$  
(*amount*)

### **COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:**

*NOTE: If the resources awarded to the recipient represent more than one Federal program, list applicable compliance requirements for each Federal program in the same manner as shown below.*

Federal Program:

*List applicable compliance requirements as follows:*

1. *First applicable compliance requirement (e.g., what services/purposes resources must be used for).*
2. *Second applicable compliance requirement (e.g., eligibility requirements for recipients of the resources).*
3. *Etc.*

*NOTE: Instead of listing the specific compliance requirements as shown above, the State awarding agency may elect to use language that requires the recipient to comply with the requirements of applicable provisions of specific laws, rules, regulations, etc. For example, for Federal Program 1, the language may state that the recipient must comply with a specific law(s), rule(s), or regulation(s) that pertains to how the awarded resources must be used or how eligibility determinations are to be made. The State awarding agency, if practical, may want to attach a copy of the specific law, rule, or regulation referred to.*

### **STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:**

#### **MATCHING RESOURCES FOR FEDERAL PROGRAMS:**

*NOTE: If the resources awarded to the recipient for matching represent more than one Federal program, provide the same information shown below for each Federal program and show total State resources awarded for matching.*

Federal Program (*list Federal agency, Catalog of Federal Domestic Assistance title and number*) - \$  
(*amount*)

**SUBJECT TO SECTION 215.97, FLORIDA STATUTES:**

*NOTE: If the resources awarded to the recipient represent more than one State project, provide the same information shown below for each State project and show total state financial assistance awarded that is subject to Section 215.97, Florida Statutes.*

State Project (list State awarding agency, Catalog of State Financial Assistance title and number) -  
\$ (amount)

**COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:**

*NOTE: List applicable compliance requirements in the same manner as illustrated above for Federal resources. For matching resources provided by DEO for Federal programs, the requirements might be similar to the requirements for the applicable Federal programs. Also, to the extent that different requirements pertain to different amounts of the non-Federal resources, there may be more than one grouping (i.e., 1, 2, 3, etc.) listed under this category.*

NOTE: Section .400(d) of OMB Circular A-133, as revised, and Section 215.97(5), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the recipient.

**ATTACHMENT 3**  
**Audit Compliance Certification**

Grantee Name: \_\_\_\_\_

FEIN: \_\_\_\_\_ Grantee's Fiscal Year: \_\_\_\_\_

Contact Person Name and Phone Number: \_\_\_\_\_

Contact Person Email Address: \_\_\_\_\_

1. Did Grantee expend state financial assistance, during its fiscal year, that it received under any agreement (e.g., agreement, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between Grantee and the Department of Economic Opportunity (DEO)?  Yes  No

If the above answer is yes, also answer the following before proceeding to item 2:

Did Grantee expend \$500,000 or more of state financial assistance (from DEO and all other sources of state financial assistance combined) during its fiscal year?  Yes  No

**If yes, Grantee certifies that it will timely comply with all applicable state single or project-specific audit requirements of section 215.97, Florida Statutes, and the applicable rules of the Department of Financial Services and the Auditor General.**

2. Did Grantee expend federal awards, during its fiscal year that it received under any agreement (e.g., agreement, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between Grantee and DEO?  Yes  No

If the above answer is yes, also answer the following before proceeding to execution of this certification:

Did Grantee expend \$500,000 or more in federal awards (from DEO and all other sources of federal awards combined) during its fiscal year?  Yes  No

**If yes, Grantee certifies that it will timely comply with all applicable single or program-specific audit requirements of OMB Circular A-133, as revised.**

**By signing below, I certify, on behalf of Grantee, that the above representations for items 1 and 2 are true and correct.**

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name of Authorized Representative

\_\_\_\_\_  
Title of Authorized Representative

**Attachment 1**

**SCOPE OF WORK**

**COMPLETE SCOPE OF WORK AS APPLICABLE**

- 1. Project Description:** The appropriation will be used to rehabilitate and restore the historic Village Hall Log Cabin to its original purpose for Village Commission and community meetings. The funds will also be used to build an administrative annex for the Village staff and departments currently occupying the historic Village Hall Log Cabin.
- 2. Grantee Responsibilities:**  
**Insure that any match requirements are stated.**
- 3. DEO's Responsibilities:**
- 4. Deliverables:** **if applicable, you can include quarterly and final reporting requirements as a deliverable, or you can create a separate section for reporting requirements.**

Grantee agrees to provide the following services as specified:

<p><b>Deliverable No. 1 –</b> <i>(Provide the project deliverables. A deliverable is tangible as well as verifiable. To be verifiable, the deliverable must meet predetermined standards for its completion, such as design specifications for a product (like a new car) or a checklist of steps that is completed as part of a service (like maintenance of factory machinery)</i></p>		
<b>Tasks</b>	<b>Performance Measures and Due Date</b>	<b>Financial Consequences</b>
<ul style="list-style-type: none"> <li>• Complete Design of Annex Building</li> <li>• Bid Construction of Annex Building</li> <li>• Construct Annex Building</li> <li>• Bid Restoration and Rehabilitation of Historic Log Cabin</li> <li>• Complete Restoration and Rehabilitation of Log Cabin</li> </ul>	<p><i>(Detailed description of how the State will measure the performance of the deliverables of the procurement. The outcomes and outputs must be measurable and expressed in mathematical terms (e.g., percentages, ratios, averages, units)</i></p>	<p><i>(Detailed description of how the State will apply monetary sanction for failure to complete the deliverable.</i></p>
		<b>Deliverable 1 - \$Cost</b>
<b>Deliverable No. 1 – Verify Claims (Example)</b>		

Tasks	Performance Measures and Due Date	Financial Consequences
1. Verify all claims of jobs created and retained, average wages paid, amount of capital investment, taxes paid, and benefits provided employees, as applicable to the performance agreement and incentive type.	Verify claim submissions deemed to be complete within ten business days. Verify one hundred (100) percent of reported, eligible taxes paid for each claim submission. Verify by a twenty-five percent random sample of capital investment expenditures documentation, including receipts verifying payment. Verify jobs, annual average wage, and employee benefits pursuant to the terms of the incentive agreements.	Failure to meet specified time criteria results in a fifty dollar (\$50.00) per day per claim sanction.  A claim returned to Grantee to correct inaccurate payment eligibility determinations incurs a fifty dollar (\$50.00) per day per claim sanction.
<b>Deliverable 1 - \$Cost</b>		

**5. Invoice Submittal and Payment Schedule:**

DEO agrees to disburse funds under this Agreement in accordance with the following schedule in the amount identified per deliverable in Section 4 above. The deliverable amount specified does not establish the value of the deliverable. In accordance with Section I.F.11, Funding Requirements of section 215.971, F.S., of this Agreement, Grantee’s entitlement to retain funds paid by DEO is dependent upon the amount of allowable costs incurred and expended by Grantee in carrying out the Project. **Review sections I.G. and I.H. of the core to ensure that you do not repeat or vary from the requirements of those sections.**

Grantee shall provide one (1) invoice per month\_ for all services rendered during the applicable period of time.

The following documents shall be submitted with the itemized invoice: **Add list of required documentation**

The State may require any other information from Grantee that the State deems necessary to verify that the services have been rendered under the Agreement.

All documentation necessary to support payment requests must be submitted with Grantee’s invoice for DEO’s review.

**6. Financial Consequences for Failure to Timely and Satisfactorily Perform:**

Failure to complete all deliverables in accordance with the requirements of this Agreement, and in particular, as specified above in Section 5, Deliverables, will result in assessment by DEO of the specified financial consequences. If the Parties agree to a corrective action plan, the plan shall specify the applicable financial consequences to be applied after the effective date of the corrective action plan.

This provision for financial consequences shall in no manner affect DEO's right to terminate the Agreement as provided elsewhere in DEO's Core Agreement.

**7. Notification of Instances of Fraud:**

Instances of Grantee operational fraud or criminal activities shall be reported to DEO's Agreement Manager within twenty-four (24) chronological hours.

**8. Grantee's Responsibilities upon Termination:**

If DEO issues a Notice of Termination to Grantee, except as otherwise specified by DEO in that notice, the Grantee shall:

- a. Stop work under this Agreement on the date and to the extent specified in the notice.
- b. Complete performance of such part of the work as shall not have been terminated by DEO.
- c. Take such action as may be necessary, or as DEO may specify, to protect and preserve any property which is in the possession of Grantee and in which DEO has or may acquire an interest.
- d. Upon the effective date of termination of this Agreement, Grantee shall transfer, assign, and make available to the DEO all property and materials belonging to DEO. No extra compensation will be paid to Grantee for its services in connection with such transfer or assignment.

**9. Confidentiality and Safeguarding Information: (may be deleted or modified as appropriate)**

Grantee may have access to confidential information during the course of performing these services. Grantee must implement procedures to ensure protection and confidentiality of data, files and records involved with this Agreement. All Grantee personnel assigned to this Project must sign a confidentiality statement which will be provided by DEO. Grantee's confidentiality procedures must be approved by DEO and must comply with all State and Federal confidentiality requirements, including, but not limited to, section 443.1715(1), F.S., and 20 C.F.R. part 603. All Grantee employees working in performance of this Agreement, will be appropriately screened in a manner comparable to sections 435.03 and 435.04, F.S.

**10. Ownership and Intellectual Property Rights: (may be deleted or modified as appropriate)**

All rights, title, and interest, including copyright interests and any other intellectual property, in and to the work developed or produced under the Agreement, alone or in combination with DEO and/or its employees, under this Agreement shall be the property of DEO. Grantee agrees that

any contribution by the Grantee or its employees to the creation of such works, including all copyright interest therein, shall be considered works made for hire by the Grantee for DEO and that such works shall, upon their creation, be owned exclusively by DEO. To the extent that any such works may not be considered works made for hire for DEO under applicable law, Grantee agrees to assign and, upon their creation, automatically assigns to DEO the ownership of such works, including copyright interests and any other intellectual property therein, without the necessity of any further consideration.

- 11. Non-Discrimination:** Grantee shall not discriminate unlawfully against any individual employed in the performance of this Agreement because of race, religion, color, sex, physical handicap unrelated to such person's ability to engage in this work, national origin, ancestry, or age. Grantee shall provide a harassment-free workplace, with any allegation of harassment to be given priority attention and action.

#### OTHER POSSIBLE SECTIONS

**Releases:** If Grant Funds are used for any photographic purposes, Grantee will obtain photographic rights releases by using Attachment \_\_\_\_, Photographer Release Form, and Attachment \_\_\_\_, Model Release Form, allowing the use by DEO of all photographs funded by this Agreement. **We can provide the forms, if applicable.**

**- End of Attachment 1 (Scope of Work) -**

## Heidi Shafran

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**From:** attyhearn@aol.com  
**Sent:** Thursday, August 28, 2014 8:26 AM  
**To:** Heidi Shafran  
**Cc:** Maria Camara  
**Subject:** \$1,000,000 Grant Agreement

Morning, Heidi. I have reviewed the Agreement and have listed the changes that need to be made as follows:

1. Page 1, title . insert Village of Biscayne Park
2. Page 1, I(A) . Scope of Work needs to be created
3. Page 1, I(C) . Agreement Period . after the second sentence, would like to add the following sentence: %DEO agrees to consider a one-time extension of ninety (90) days provided that the Village continues to move forward with the completion of the project in good faith.+
4. Page 1, I(D) . Agreement Payment . insert amount (\$1,000,000)
5. Page 7, I(H) . final invoice . complete/revise time period
6. Page 13, I(S)(2) . Insurance . replace language with the following: %The parties hereto acknowledge that the Village is a self-insured governmental entity subject to the limitations of Section 768.28, Florida Statutes. The Village shall institute and maintain a fiscally sound and prudent risk management program with regard to its obligations under this Agreement in accordance with the provisions of Section 768.28, Florida Statutes.+
7. Pages 20 and 21, II(K) . need to insert contact information
8. Page 22, signature page . need to insert total number of pages; add approved as to form block for Village
9. Attachment 1 . need to complete
10. Attachment 3 . need to complete

In addition, you should be aware of the following requirements:

1. Page 3, I(F)(6) . Advertising . cannot publicly disseminate any information without prior approval
2. Page 5, I(F)(10)(e) . all public records requests received must be emailed to [PRRequest@deo.myflorida.com](mailto:PRRequest@deo.myflorida.com) and mailed to address in Agreement
3. Page 6, I(G) . Grantee payments . provides requirements for invoice submittal
4. Page 8, I(K) . audits and records . within 60 days of close of fiscal year, on an annual basis, Grantee shall electronically submit a completed audit compliance certification to [audit@deo.myflorida.com](mailto:audit@deo.myflorida.com) (see attachment 3)
5. Page 9, I(L) . employment eligibility verification, Executive Order 11-116 . regarding use of Homeland Security's E-Verify System (unless already have an E-Verify MOU in effect) (<http://www.flgov.com/wp-content/uploads/orders/2011/11-116-suspend.pdf>)
6. Page 9, I(M) . Duty of Continuing Disclosure of Legal Proceedings . must disclose all prior or on-going civil or criminal litigation, investigations, arbitration or administrative proceedings involving Grantee
7. Page 11, I(O)(1) . Purchasing . if a product or service is available from Prison Rehabilitative Industries and Diversified Enterprises, Inc. . must use
8. Page 11, I(O)(2) . Purchasing . if a product or service is available from Blind or Other Handicapped (RESPECT) . must use
9. Page 12, I(O)(3) . Purchasing . Grantee agrees to procure recycled products and/or materials in accordance with Section 403.7065 (purchase of materials with recycled content)

Please have your contact person at the state contact me if they have any questions. Let me know if you have any questions concerning the above. Thanks.



# Village of Biscayne Park Commission Agenda Report

<b>Village Commission Meeting Date:</b>	<b>September 9, 2014</b>
<b>Subject:</b>	<b>Resolution 2014—61 Accepting a proposal of the Russell Partnership, Inc. for architectural engineering services for the design preparation of construction documents and construction administration of the proposed Village Hall Annex project.</b>
<b>Prepared By:</b>	<b>Heidi Shafran, AICP, Village Manager</b>
<b>Sponsored By:</b>	<b>Staff</b>

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## **BACKGROUND**

The Village of Biscayne Park was awarded a \$1,000,000.00 appropriation by the State of Florida for the rehabilitation of the historic log cabin and the construction of a Public Safety and Administration Annex. The funds must be expended by June 30, 2015.

Previously, a committee of residents oversaw the design of a proposed new Village Hall and Computer Learning Center by The Russell Partnership, Inc. (TRP). Upon review of the previous design it was determined that the previous TRP design was sufficient for the current needs and the previous Computer Learning Center could be eliminated and modified for use by the police department. A public workshop was held on Saturday August 16, 2014 where the public was given an opportunity to review the plans and provide feedback. By unanimous consensus the Village Commission agreed to proceed with these plans.

Finalizing the project with TRP will allow the Village to move forward in the most expeditious manner possible. In order to proceed with the plans, the plans will need to be adapted to the current Florida Building Code and minimal interior and exterior alterations will be to be done to accommodate today's needs. TRP is aware of the time constraints with this project and have already met with Staff to review needed changes.

## **FISCAL / BUDGET IMPACT**

The total proposal to alter and complete the plans, assist in permitting and provide construction administration is a lump sum fee of \$47,150.00. This includes all structural and civil engineering work in addition to architectural services. This fee will be paid from the State appropriation.

September 9, 2014

Commission Agenda Report

Resolution 2014-61 Accepting a Proposal of the Russell Partnership, Inc.

### **STAFF RECOMMENDATION**

Staff recommends approval of Resolution 2014-61.

### **ATTACHMENTS**

- Resolution No. 2014-61
- Proposal from the Russell Partnership, Inc. dated September 3, 2014



1 architectural and engineering services for the renovation of the Village's log cabin and the  
2 construction of a Village Hall.

3  
4 **Section 3.** That this resolution shall be effective immediately upon adoption by  
5 majority vote of the Commission of the Village of Biscayne Park, Florida.

6  
7 PASSED AND ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

8  
9  
10 **The foregoing resolution upon being**  
11 **put to a vote, the vote was as follows:**

12  
13 \_\_\_\_\_  
14 David Coviello, Mayor

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

15 Attest:  
16  
17  
18  
19 \_\_\_\_\_  
20 Maria C. Camara, Village Clerk

21  
22 Approved as to form:

23  
24  
25  
26 \_\_\_\_\_  
27 John J. Hearn, Village Attorney

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# THE RUSSELL PARTNERSHIP, INC.

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Architecture • Planning • Interior Design

September 3, 2014, rev.

Heidi Shafran, AICP  
Village Manager  
Village Hall  
640 NE 114th Street  
Biscayne Park, FL 33161

Re: **New Village Hall**  
Village of Biscayne Park  
**Proposal for Architectural and Engineering Services**

Dear Heidi:

We are pleased to submit for your review and approval this Proposal for Architectural and Engineering Services for the design, preparation of construction documents and construction administration of the new Village Hall.

## **SCOPE OF SERVICES**

At the commencement of our services we will require an agreed to floor plan so that we can proceed to prepare construction documents. The plan, elevations and roof line are based on the previous design for this project, any changes are expected to be minor. The fee is based on the understanding that the construction administration fees are not based on a multi-phased construction project.

Based on this fact we have requested that the following firms provide the requisite consulting services:

JMM Consulting Eng.	Mechanical, Electrical and Plumbing Engineers
Brill, Rodriguez & Salas	Structural Engineers
Campanile & Associates, Inc.	Civil Engineers

We believe that our scope of work will consist of:

- Preparation of Design and Construction Documents based on the 2006 design for a New Village Hall and Police Building. The Computer Learning Center is to be designed as the new Police building. The breezeway that connected the Village Hall and the Computer Center will be enclosed. The intent is to salvage the floor plan approx. 1,700 SF to 2,000 SF and the building elevations as designed and to update the drawings to meet current code. Prior to initiating revisions to the plan we will need an agreement on various items including-toilet rooms, parking spaces, building locations, and room layouts.
- We will assist in permitting of the project by responding to comments in a timely manner. Walking the documents thru the agencies having jurisdictions is not included in this proposal.

- We will assist during the bidding process. We will respond to comments/questions during this process in conjunction with the owners representatives.
- We will provide Construction Administration services that include review of submittals (shop drawings), respond the request for information (RFI's), review the payment request and attendance to construction meetings(once per month) by the architect's representative.
- The civil engineer will show the septic system per the plumbing engineers design if additional details are required by the civil engineer for the system then that can be accomplished as an additional service.

Please see the attached proposals from the consulting engineers for clarification on their scope of work and exclusions.

### COMPENSATION

This Proposal is calculated and will be invoiced as a Fixed Lump Sum. We will invoice on a monthly basis or upon completion of a milestone.

Fee Schedule as follows:

45% due by completion of Construction Doc's  
12% due by completion of Permit  
8% due by completion of Bid  
35% for Construction Administration services

The fees have been calculated as follows:

Campanile & Associates, Inc.	\$6,000
JMM Consulting Engineers	\$4,000
Brill Rodriguez and Salas	\$5,000*
Architecture	<u>\$32,150</u>
<b>Total-</b>	<b>\$47,150</b>

\*The structural engineering fee does not include threshold, or special inspector services. The engineer can provide an additional fee for verification of structural compliance (numerous site visits during construction-the building department will require a certification at the completion of the project that the project has been built in compliance per code and documents. The eng. or record cannot attest to this unless he makes numerous visits to the site.

We do not have any fees associated with Landscape design nor for the design of an Irrigation System.

Off-site work is excluded from this contract.

The construction period will be approximately 6-7 months in duration.

Permit fees are not included in this proposal.

Printing of 2 permit sets, 2 sets for owner, 4 sets for A/E is included in fee.

Delivery fees, mailing fees are not included in the fee and will be invoiced upon occurrence.

The architect's fee includes eight field visits during construction. No field visits during construction are included for the structural or the MEP engineers.

Village Hall Proposal  
Sept. 3, 2014 Page 3 of 3

Based on the above-mentioned criteria, we request that a Service Order be issued as a Fixed Lump Sum Fee Amount of \$47,150. Should you have any questions, please feel free to call me at your earliest convenience. We will commence upon written notice to proceed.

Sincerely,  
THE RUSSELL PARTNERSHIP, INC.

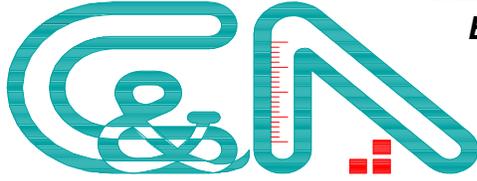


Fernando Calcines, R.A.  
Principal

cc: File

Attachment: Proposals from consulting engineers

N:\Cad-driv (TRP-SERVER)\PROJECTS\05004-01 - Village of Biscayne\Data\Contract\Proposal 090214.ltr.doc



# CAMPANILE & ASSOCIATES, INC.

ENGINEERS · PLANNERS · SURVEYORS

6420 Mahi Drive

Coral Gables, Florida 33158-1841

Tel: (305) 971-1988 · Fax: (305) 971-1989

August 10, 2014

**Fernando Calcines**  
**The Russell Partnership, Inc.**  
5815 S.W. 68<sup>th</sup> Street  
Miami, Florida 33143

Re: *Proposed VILLAGE HALL PROJECT, Village of Biscayne Park, Florida*

Dear Mr. Calcines:

We are very appreciative of the opportunity to submit this Proposal for professional civil engineering services on the above-referenced project in accordance with your request. This Proposal describes our understanding of the project, lists a purpose for our services, suggests a specific scope of services, and presents our compensation. As you are aware, we have previously prepared a Domestic & Irrigation Water Service Design back in 2006 that was never constructed, and now the Village has found a funding source and is ready to construct.

## I. SCOPE OF SERVICES

1. UPDATE OF PRIOR DESIGN **\$1,500.00**

We will take our prior design plan and update it to current codes and regulations.

2. APPROVAL PROCESSING **\$2,500.00**

We will submit our design to the Miami-Dade County Water and Sewer Department (WASD) for their approval.

3. BID & CONSTRUCTION ADMINISTRATION SERVICES **\$2,000.00**

We will answer bidders' questions/RFI's, review bids, review shop drawings, inspect construction and process final certification and construction completion.

## II. CONDITIONS AND TERMS OF PROPOSAL

1. The above stated fees are fixed for a period of thirty (30) days from the date of this proposal.
2. Work not made specific within this proposal will only be performed with client's express written authorization (fax, email). When applicable we will provide an encompassing fee for any additional service, otherwise said services will be performed on an hourly basis at

the rates listed below. Work specifically excluded from this proposal includes: land surveying; water main design; traffic engineering; FDOT permit processing; and Specifications (other than what will be shown on our design plans).

### III. PLAN REVISIONS

- A. Minor changes as additions and/or deletion of notes, specifications, details or otherwise subtle adjustments in the work product are included in the referenced fee amount.
- B. Major changes as may be required by the client, county or other Governmental Agencies will be billed based on an hourly rate as stated below. Campanile & Associates, Inc. reserves the right to determine what constitutes a minor versus a major revision.

### IV. ASSIGNMENT OF AGREEMENT

It should be expressly understood that this proposal is for the use of executing client and is not assignable or assumable by any third party without consent from Campanile & Associates, Inc.

### V. HOURLY RATES FOR ADDITIONAL SERVICES

Professional Engineer	\$160.00
-----------------------	----------

### VI. RETAINAGE, INVOICING AND PAYMENT

- 1. Invoices will be prepared either on a monthly basis or on a milestone basis (e.g. 50% of a task being completed). Each invoice is due and payable upon receipt. Because of our long term relationship, we will not require a retainer on this project.
- 2. All professional fees including, but not limited to such additional items as: site surveying, action, feasibility, rezoning, land use revision, conditional use permitting, wetlands determination or preparation of any deferral, bonding or phasing agreements if necessary, outside the scope of this proposal will be billed separately and due and payable within thirty (30) days of the date invoiced. If payment of the final invoice is not received within sixty (60) days of the invoice date, a late charge will be added to the invoice in an amount not to exceed one and a half percent (1½%) per month on the outstanding balance. Furthermore, the client agrees to pay all costs of collections including reasonable attorney's fees should such action be required.

If the proposed Professional Services and Fees contained herein are agreeable to you, please sign and date this proposal and return the same to our office.

Again, we very much appreciate the opportunity to be of service to you. Should you have any questions or need any additional information, please do not hesitate to contact the undersigned at (954) 980-8888.

Sincerely,

**CAMPANILE & ASSOCIATES, INC.**



**Lou Campanile, Jr., P.E., P.L.S.**  
**Vice President**

LRCjr/pf  
WILLIAMSON P-1

**ACCEPTANCE OF PROPOSAL**

The above fees, terms and conditions are satisfactory and are hereby accepted for purposes of a resulting binding contract. You are authorized to perform the Professional Services as specified and payment will be made as referenced above.

THIS PROPOSAL ACCEPTED BY:

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Authorized Signatory/Title

LRCjr:jlm

# JMM CONSULTING ENGINEERS, LLC

Jose M. Martinez P.E.

10251 SUNSET Dr.  
SUITE 103  
MIAMI, FLORIDA, 33173

TELEPHONE: (305) 255-1621  
FAX: (305) 255-1732  
EMAIL: jose.martinez@jmmconsulting.net

August 11th, 2014

Mr. Fernando Calcines  
The Russell Partnership, Inc.

Re: Village of Biscayne Park  
1700 sq. ft. Administration Bldg.

Dear Mr. Calcines:

JMM Consulting Engineers is pleased to submit this proposal to provide Professional Engineering Services for the mechanical, electrical and plumbing design of a new 1700 sq. ft. administration Building. The existing design will be modified to reflect owner requested changes.

- A. Our understanding of the scope of work is as follows:
1. JMM will provide professional design and consulting services in the preparation of construction drawings for the following disciplines; please refer to attached Scope of Responsibilities for additional description:
    - a. HVAC Engineering.
    - b. Plumbing Engineering
    - c. Electrical Engineering
  2. Observation of Work responsibilities provided for this project shall include:
    - a. Responses to permitting agencies comments of plans submitted for construction permit
    - b. Representation at pre-bid or pre-construction conferences.

- c. Responses to bidder questions. These questions shall be submitted in writing through the Architect to JMM. All Requests for Information (RFI) shall be sequentially numbered for tracking.
  - d. Review of Shop Drawing submittals.
  - e. Response to Contractor's RFI's during the construction period.
  - f. Review of engineering-related change order proposal requests for comment on price and justification prior to issuance of change orders.
- B. The following information, which will impact design, shall be provided to JMM:
- 1. Architectural floor plans, ceiling plans, and site plan(s), in AutoCAD format.
- C. Additional services are available at our standard hourly rates which may include the following:
- 1. Representation inspections, due to Contractor's failure to conform to the contract documents.
  - 2. Review and comment on monthly Contractor's Request for Payment for each discipline associated with our design responsibilities.
  - 3. In-depth cost estimating.
  - 4. Value Engineering meetings and subsequent design revisions required to reduce construction costs below the established MEP budget (if construction cost is within 10% of established budget.)
  - 5. Significant revisions to the Program, design philosophy or Architectural plans after 100% Design Development approval and which result in redesign expenses.
  - 6. Incorporation of Contractor's annotations of actual field installed conditions into as-built or record drawings.
  - 7. Changes in the scope of the project or engineering services required after agreement is executed.
  - 8. Site visits during construction.

Work approved by you to be completed on an hourly basis will be charged at the following rates:

Principals	\$120.00/hr
Sr. Engineer	\$ 90.00/hr
Engineer	\$ 80.00/hr
CAD/Designer	\$ 60.00/hr

We propose to provide engineering services for the above referenced scope of responsibilities for a fee as indicated below, plus reimbursable expenses at cost. Reimbursable expenses include all plotting and printing costs (except as required for in-house coordination), and costs of special delivery instructions (Fed Ex).

Fee Breakdown:

\$ 4,000.00

Billing will be as follows:

30% before starting work

70% after construction documents are delivered

We have attempted to provide a well-defined scope to hold our fee to a minimum. If our proposal is acceptable, please return a signed copy authorizing us to proceed. A standard AIA Document can be executed to supplement this contractual agreement. This authorization constitutes your commitment to pay the fee and reimbursable expenses, and represents that approval has been received by your firm from the client. JMM Engineering looks forward to working with you and the rest of the consultants of this project. Please contact me with any questions or comments.

Sincerely yours,

Jose M. Martinez, PE, MBA  
*President*

LETTER OR AGREEMENT ACCEPTANCE

I, the undersigned, having authority to execute this agreement for and having read and understood this proposal and attachments, hereby agree to terms and conditions stated herein as well as to any terms and conditions attached hereto and made part of this Agreement. Please return one executed copy to JMM Engineering and keep the other for your records.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Village of Biscayne Park  
1700 sq. ft. Administration Bldg.

Scope of Responsibilities

1. Heating Ventilating and Air Conditioning (HVAC) Engineering:
  - a. Design of new HVAC system.
2. Plumbing Engineering:
  - a. Plumbing design for common restrooms throughout the project.
3. Electrical Engineering:
  - a. Power and lighting design.
5. Excluded from Scope of Responsibilities are the following:
  - a. Design associated with cooking facilities.
  - b. Design of site lighting.
  - c. Design of irrigation system except that our design will include design of power for irrigation pumps.
  - d. Design associated with pumping stations, lift stations.
  - e. Design of mechanical and electrical systems will be limited to five (5) feet outside the buildings.
  - f. Multi-phasing of construction project. That is, fee is based on design for completing of the project in one continuous sequence. The breakup of the project into several areas or phases will require additional fees to the base proposal fee identified herein.
  - g. Site Lighting certification letter after site lighting is installed.



August 8<sup>th</sup>, 2014

Mr. Fernando Calcines, Principal  
The Russell Partnership, Inc.  
Tel. (305) 978-2715  
Email: [calcines@trp-inc.com](mailto:calcines@trp-inc.com)

Re: **Village of Biscayne Park – Village Hall**

Dear Fernando Calcines,

As per your request, we are pleased to submit our proposal to provide basic structural engineering services for one story building of approximately 1700 sq. feet as per drawings submitted to our office on August 8, 2014.

Fee:

Our design fee for performing this work will be **\$5,000.00** (Five Thousand Dollars).

Design Fee:	\$ 4,400.00
Construction Administration, RFI's & Shop Drawings:	\$ 600.00
<b>Total Fee:</b>	<b>\$ 5,000.00</b>

Included in this fee are Shop Drawings review and RFI's review.

The following is not included in this basic fee:

1. Plotting, reproduction and delivery charges.
2. Courier Services.
3. Revisions of contract documents after substantial completion.
4. Inspection services if required for the project is not included but may be negotiated at a later date based on an hourly or per visit rates.

We look forward to working with you on this project.

If this is acceptable, please sign a copy of this letter and return it to our office as your authorization for us to proceed and schedule this work.

Sincerely,  
BRILL RODRIGUEZ SALAS & ASSOCIATES, INC.

Armando Salas, P.E.  
Principal

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

AS:mc



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

**Village Commission Meeting Date:** September 9, 2014

**Subject:** Resolution 2014-62

**Prepared By:** Chief Cornelius McKenna

**Sponsored By:** Staff

---

### **Background**

Village of Biscayne Park Police Department marked patrol vehicles #17 (2005 Ford Explorer, 111,847 miles), #18 (2005 Ford Explorer, 111,666 miles), and #19 (2007 Ford Explorer, 124,348) have seen their useful life to the Village expire and are not in running condition due to age, mileage, and condition. Permission is sought to auction the three vehicles at the September 30, 2014 auction being held at the Hialeah Police Department conducted at no cost to the Village of Biscayne Park by Bidera Auctions of Miami, Florida.

**Fiscal / Budget Impact - N/A**

**Recommendation - Approval of Resolution 2014-62.**

### **Attachments**

- Resolution 2014-62
- Information on Bidera Auctions

1  
2  
3 **RESOLUTION NO. 2014-62**  
4

5 **A RESOLUTION OF THE VILLAGE**  
6 **COMMISSION OF THE VILLAGE OF**  
7 **BISCAYNE PARK, FLORIDA DECLARING**  
8 **VILLAGE VEHICLES AS SURPLUS**  
9 **PROPERTY AND GRANTING THE VILLAGE**  
10 **MANAGER AUTHORIZATION TO SELL**  
11 **SAID SURPLUS THROUGH BIDERA**  
12 **AUCTIONS; PROVIDING FOR AN**  
13 **EFFECTIVE DATE**  
14

15  
16 WHEREAS, the Village of Biscayne Park owns two (2) 2005 Ford Explorers and one  
17 (1) 2007 Ford Explorer that have been utilized for several years as a police vehicles; and,  
18

19 WHEREAS, Village Administration has determined that these vehicles are no longer  
20 serviceable due to the high mileage for any service or capacity within the Village; and,  
21

22 WHEREAS, this vehicles are now considered surplus and will be sold at auction on  
23 September 30, 2014, at the Hialeah Police Department through Bidera Auctions of Miami,  
24 Florida.  
25

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

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

32 **Section 2.** The following vehicles are hereby declared surplus property of the  
33 Village:  
34

35 **2005 Ford Explorer, Vin# 1FMZU72K15UB27452 Mileage 111,847**

36 **2005 Ford Explorer, Vin# 1FMZU72K55UB27454 Mileage 111,666**

37 **2007 Ford Explorer, Vin# 271BR32E47C791061 Mileage 124,348**  
38

39 **Section 3.** The Village Manager is authorized to sell the vehicle through Bidera  
40 Auctions, with proceeds to be put into the General Fund.  
41

42 **Section 4.** This Resolution shall become effective upon adoption.  
43  
44  
45

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

2

3

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

4

5

6

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

Mayor Coviello: \_\_\_\_

Vice Mayor Ross: \_\_\_\_

8

Commissioner Anderson: \_\_\_\_

9

Attest:

Commissioner Jonas: \_\_\_\_

10

Commissioner Watts: \_\_\_\_

11

12

13

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

15

Approved as to form:

17

18

19

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\_\_\_\_\_  
John J. Hearn, Village Attorney

21

22



**MULTI-CITY SURPLUS  
AUCTION INVITATION**

Once again,

You are being cordially invited to participate in our 17<sup>th</sup> Multi-City Surplus Live Auction event, being held at the **City of Hialeah Police Dept** on **Tuesday, September 30, 2014 @ 10am.**

The City of Hialeah has granted us the permission to invite your city to participate.

Many municipalities have participated, such as the City of Hialeah, City of Hialeah Gardens, City of Miami Springs, Town of Medley, City of South Miami, Village of Key Biscayne, Village of Pinecrest, City of West Miami, North Bay Village, City of Sweetwater and the City of Opa Locka.

We are accepting all sorts of items from various city departments like vehicles (running or not), heavy equipment, lawn equipment, confiscated goods, electronics, computers, tools, etc.... Practically anything that can be dropped off at Hialeah Police Department located at:

**900 East 56 Street  
Hialeah, FL 33013**

Please keep in mind there are *no charges* for our services, *nor any other expenses of any kind.* Your City will collect the Full Hammer price of the items sold.

We advertise our events according to State Law and provide you with a copy for your records.

We do the title transfers on all City vehicles, we collect sales tax, and provide a detailed report the following day of all the items sold, and a check within 7 days preceding the sale.

We have a proven track record of 25% more money than any online only auction sites.

To arrange drop off, all you need to do is contact Armando at **305-822-5000** or **305-345-7490.**

The final day for receiving items for the auction event will be **Friday, September 26 2014** by **3pm.**

Thank you,

Armando Perera

Bidera LLC 4995 NW 72 Ave Suite 405 Miami, Florida 33166 T.305-822-5000 305-5007  
www.Bidera.us



## The Following Cities Participate at the Multi-City Auction



### CITY OF HIALEAH

Contact: Anibal Rioseco  
Title: Fleet Division Director  
Work: (305) 769-7729 Work Fax: (305) 687-2666  
Email: [arioseco@hialeahfl.gov](mailto:arioseco@hialeahfl.gov)



### TOWN OF MEDLEY

Contact: Janette Said  
Title: Town of Medley Chief of Police  
Work: (305) 887-9541  
Email: [jsaid@medleypd.com](mailto:jsaid@medleypd.com)



### CITY OF KEY BISCAYNE

Contact: Lieutenant Steven Capone  
Title: City Of Key Biscayne Police Lieutenant  
Work: (305) 365-5555  
Email: [sbcapone@yahoo.com](mailto:sbcapone@yahoo.com)



### NORTH BAY VILLAGE

Contact: Bert Wrains,  
Title: North Bay Village FL Interim Finance Director  
Work: (305) 756-7171 Work Fax: (305) 756-7722  
Email: [bwrains@nbvillage.com](mailto:bwrains@nbvillage.com)



### CITY OF HIALEAH GARDENS

Contact: Manny Carrera  
Title: Hialeah Gardens Police Emergency Management Coordinator  
Work: (305) 558-3333  
Email: [mcarrera@cityofhialeahgardens.com](mailto:mcarrera@cityofhialeahgardens.com)



### CITY OF MIAMI SPRINGS

Contact: Rosita Hernandez  
Title: Miami Springs Procurement Director  
345 N Royal Poinciana Blvd Miami Springs, FL 33166 United States  
Work: (305) 805-5170 Email: [rhernandez@miamisprings-fl.gov](mailto:rhernandez@miamisprings-fl.gov)



### CITY OF OPA LOCKA

Contact: Rose McKay  
Title: City Of Opa Locka Procurement Director  
Work: (786) 385-3853  
Email: [rmckay@Opalockafl.gov](mailto:rmckay@Opalockafl.gov)



#### CITY OF SWEETWATER

Contact: Jennifer Maroño  
Title: Fleet Manager  
Work: (305) -200-4555  
Email: [jennifer@sweetwater.fl.gov](mailto:jennifer@sweetwater.fl.gov)



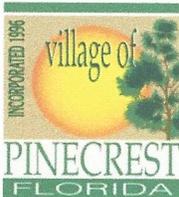
#### CITY OF WEST MIAMI

Contact: Juan Peña  
Title: Public Works Director  
Work: (305)266-4214  
Email: [cwmjpena@bellsouth.net](mailto:cwmjpena@bellsouth.net)



#### MIAMI SHORES VILLAGE

Contact: Lieutenant David McLeod  
Title: Miami Shores Village Police Lieutenant  
Work: (786)251-7068  
Email: [david.mcleod@mspd.org](mailto:david.mcleod@mspd.org)



#### VILLAGE OF PINECREST

Contact: Ivan Osoros  
Title: Sergeant  
Work: (305)234-2109  
Email: [iosoros@pinecrest-fl.gov](mailto:iosoros@pinecrest-fl.gov)



#### CITY OF SOUTH MIAMI

Contact: Steven Kulick  
Title: Purchasing Manager  
Work: (305)663-6339  
Email: [skulick@southmiamifi.gov](mailto:skulick@southmiamifi.gov)



#### VILLAGE OF VIRGINIA GARDENS

Contact: J.R. Lugo  
Title: Lieutenant  
Work: (305)871-3141  
Email: [jlugo@vgpd.com](mailto:jlugo@vgpd.com)



#### BROWARD COUNTY

(Recently Awarded for 2014)

Contact: Locksley M. Rhoden  
Title: Fleet Management Superintendent  
Work: (954)357-6477  
Email: [lrhoden@broward.org](mailto:lrhoden@broward.org)



#### BAL HARBOUR VILLAGE

Contact: Michael Daddario  
Title: Captain Bal Harbour Police Dept.  
Work: (305) 219-8711  
Email: [mdaddario@balharbourpolice.org](mailto:mdaddario@balharbourpolice.org)



Auctions | Real Estate | Appraisals  
www.Bidera.us  
T.305.822.5000 F. 305.822.5007  
Lic # AU3744/AB3392

Re: Multi-City Surplus Auction

### **VEHICLE CONSIGNMENT STEPS**

- A) Prepare vehicles and other assets to be sent to us.
- B) Call Armando 305.822.5000 x2 to coordinate the surplus estimated time of arrival.
- C) Send us all vehicle titles.
- D) Send us a letter of authorization to sell the vehicles at auction on your behalf

**Drop-off and Auction Location: Hialeah Police Department**  
**900 East 56 Street**  
**Hialeah FL 33013**

\*We can sell vehicles in any condition.



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

**Village Commission Meeting Date: September 9, 2014**

**Subject: Resolution 2014-65**

**Prepared By: Chief Cornelius McKenna**

**Sponsored By: Staff**

---

### **Background**

Officers of the Village Police Department are currently utilizing handguns of different calibers which are personally owned. It is in the best interests of the residents, Officers, and Village to have standardized weapons and training. The Glock Gen4 model 22/23 pistols feature enhanced design changes which allows adaptation to an individual officer's hand size and will accommodate left-handed as well as right-handed officers. Additionally, the pistols will allow officers to know if the chamber is loaded, which is critical in a confrontational situation and will increase the safety of the officers. The .40 caliber bullet will allow the officer to deliver more energy to the target, disable an aggressor with fewer bullets, diminish the need for critical placement of a bullet, and enhance the survivability chances for officers in confrontational situations. The pistols also have enhanced sights which allows officers to see at night so that critical sight alignment can be achieved. Purchasing enhanced weapons will benefit both law enforcement officers' safety and the efficiency of the Police

Department. Florida law recognizes and allows the purchase of enhanced equipment for law enforcement purposes upon the Chief of Police providing a written certification that the request complies with the Florida Contraband Forfeiture Act. The provision of new equipment will enable officers to perform their jobs more efficiently and safely, and will assist in drug and crime prevention. As a result, the request to purchase enhanced weapons and accompanying accessories is consistent with Chapter 932 of the Florida Statutes.

The purchase will be made from Lou's Police Distributors, Inc. as they consistently provide the lowest cost for equipment and supplies for law enforcement agencies.

#### **Fiscal / Budget Impact**

\$5,000.00 maximum from existing Federal Forfeiture Funds.

#### **Recommendation**

Approval of Resolution 2014-65.

#### **Attachments**

- Resolution 2014-65
- Chief of Police Certification
- Memorandum from John J. Hearn, Village Attorney
- Quotes (3)



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

**Village Commission Meeting Date:** September 9, 2014

**Subject:** Resolution 2014-65

**Prepared By:** Chief Cornelius McKenna

**Sponsored By:** Staff

---

### **Background**

Officers of the Village Police Department are currently utilizing handguns of different calibers which are personally owned. It is in the best interests of the residents, Officers, and Village to have standardized weapons and training. The Glock Gen4 model 22/23 pistols feature enhanced design changes which allows adaptation to an individual officer's hand size and will accommodate left-handed as well as right-handed officers. Additionally, the pistols will allow officers to know if the chamber is loaded, which is critical in a confrontational situation and will increase the safety of the officers. The .40 caliber bullet will allow the officer to deliver more energy to the target, disable an aggressor with fewer bullets, diminish the need for critical placement of a bullet, and enhance the survivability chances for officers in confrontational situations. The pistols also have enhanced sights which allows officers to see at night so that critical sight alignment can be achieved. Purchasing enhanced weapons will benefit both law enforcement officers' safety and the efficiency of the Police

September 9, 2014

Commission Agenda Report

Resolution 2014-65

Department. Florida law recognizes and allows the purchase of enhanced equipment for law enforcement purposes upon the Chief of Police providing a written certification that the request complies with the Florida Contraband Forfeiture Act. The provision of new equipment will enable officers to perform their jobs more efficiently and safely, and will assist in drug and crime prevention. As a result, the request to purchase enhanced weapons and accompanying accessories is consistent with Chapter 932 of the Florida Statutes.

The purchase will be made from Lou's Police Distributors, Inc. as they consistently provide the lowest cost for equipment and supplies for law enforcement agencies.

#### **Fiscal / Budget Impact**

\$5,000.00 maximum from existing Federal Forfeiture Funds.

#### **Recommendation**

Approval of Resolution 2014-65.

#### **Attachments**

- Resolution 2014-65
- Chief of Police Certification
- Memorandum from John J. Hearn, Village Attorney
- Quotes (3)

1  
2  
3 **RESOLUTION NO. 2014-65**  
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 \$5,000 FOR THE**  
10 **PURCHASE OF GLOCK GEN4 PISTOLS;**  
11 **PROVIDING FOR AN EFFECTIVE DATE**  
12

13  
14  
15 WHEREAS, the Village of Biscayne Park Police Department takes every precaution  
16 and preventive measure to insure the safety and protection of its police officers; and,  
17

18 WHEREAS, Officers of the Village of Biscayne Park Police Department are currently  
19 utilizing handguns of different calibers which are personally owned; and,  
20

21 WHEREAS, it is in the best interests of the residents, Officers and the Village to have  
22 standardized weapons and training; and,  
23

24 WHEREAS, the Glock Gen4 model 22/23 pistol has been selected for its enhanced  
25 design and features; and,  
26

27 WHEREAS, the expenditure of not more than \$5,000 for the purchase of Glock Gen4  
28 Pistols is pursuant to federal and state forfeiture guidelines.  
29

30 NOW THEREFORE, BE IT RESOLVED BY THE VILLAGE COMMISSION OF  
31 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 Chief of Police is authorized to purchase Glock Gen4 Model  
37 22/23 Pistols not to exceed \$5,000 utilizing Police Forfeiture Funds.  
38

39 **Section 3.** This Resolution shall become effective upon adoption.

40 PASSED AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2014  
41

42 **The foregoing resolution upon being**  
43 **put to a vote, the vote was as follows:**  
44

45 \_\_\_\_\_ Mayor Coviello: \_\_\_\_  
46 David Coviello, Mayor Vice Mayor Ross: \_\_\_\_

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Attest:

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

Approved as to form:

\_\_\_\_\_  
John J. Hearn, Village Attorney

Commissioner Anderson: \_\_\_\_

Commissioner Jonas: \_\_\_\_

Commissioner Watts: \_\_\_\_



*The Village of Biscayne Park  
Police Department*

640 NE 114<sup>th</sup> St., Biscayne Park, FL 33161  
Telephone: 305-981-4015 Facsimile: 305 891 7241

September 9, 2014

**Federal Forfeiture Funds Expenditure Background**

The Village of Biscayne Park Police Department is seeking expenditure of not more than \$5,000.00 from the Village of Biscayne Park Police Department Federal Forfeiture Fund account pursuant to Federal and State Forfeiture guidelines to be utilized to purchase Glock Generation 4 model 22 and 23 handguns and accessories for use by Police Department sworn personnel in the performance of their official duties such as crime prevention and illegal drug interdiction.

**Certification:**

I, Cornelius F. McKenna, Chief of Police, certify that all funds from the above request will be utilized for law enforcement purposes and comply with the requirements of the State of Florida Forfeiture Guidelines and the Department of Justice/Treasury Forfeiture Guidelines, where applicable. The above request and approved by the office of the City Attorney.

Cornelius F. McKenna  
Chief of Police

## MEMORANDUM

**TO:** Chief Cornelius McKenna

**FROM:** John J. Hearn, Village Attorney

**RE:** Use of Law Enforcement Trust Funds to Purchase Enhanced Weapons and Accompanying Accessories

**DATE:** September 3, 2014

---

You have requested to use law enforcement trust funds to purchase enhanced weapons – eleven (11) Glock 17C 9mm pistols - as well as accompanying accessories. Your memorandum states that officers of the Village Police Department are currently utilizing handguns of different calibers which are personally owned. The Glock pistols feature enhanced design changes which allows adaptation to an individual officer's hand size and will accommodate left-handed as well as right-handed officers. Additionally, the pistols will allow officers to know if the chamber is loaded, which is critical in a confrontational situation and will increase the safety of the officers. The .40 caliber bullet will allow the officer to deliver more energy to the target, disabling an aggressor with fewer bullets and enhancing the survivability chances for officers in confrontational situations. The pistols also have enhanced sights which allows officers to see at night so that critical sight alignment can be achieved. Purchasing enhanced weapons will benefit both law enforcement officers' safety and the efficiency of the Police Department. Florida law recognizes and allows the purchase of enhanced equipment for law enforcement purposes upon the Chief of Police providing a written certification that the request complies with the Florida Contraband Forfeiture Act. The provision of new equipment will enable officers to perform their jobs more efficiently and safely, and will assist in drug and crime prevention. As a result, the request to purchase enhanced weapons and accompanying accessories appears consistent with Chapter 932 of the Florida Statutes.

As always, if you have any questions concerning this matter, please do not hesitate to contact me.

JJH:dlw





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Home > GLOCK Pistols > .40 Smith & Wesson

GLOCK 22 Gen 4



View Additional Images

Item Number: G22GEN4

Unit Price: \$539.00

Slide Stop Lever

Grip Plug

Sights

Mag 1

Mag 2

Mag 3

Slide Lock

Recoil Assembly

Trigger Setup

Price: Starting at \$539.00

Quantity 1

ADD TO SHOPPING CART

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Detailed Description

The surface of the frame is the new Gen4 Rough Textured Frame—scientifically designed, real world tested. Internally, the new GLOCK dual recoil spring assembly substantially increases the life of the system. A reversible magazine catch, changeable in seconds, accommodates left- or right-handed operators.

The .40 caliber introduced at the 1990 S.H.O.T. Show closes the gap between the heavy .45 calibers and the Internationally proven 9 x 19mm service calibers. GLOCK was the first manufacturer to make the advantages of this balanced caliber accessible to law enforcement agencies in a perfect pistol. Today, countless police units in the United States and throughout the world put their trust in the 15-round GLOCK 22.

Technical Specs:

**CALIBER**  
.40

**WEIGHT**  
645 g / 22.75 oz.  
**LOADED (~)**  
975 g / 34.38 oz.

**LENGTH**  
186 mm / 7.32 in.  
**HEIGHT**  
138 mm / 5.43 in.  
**WIDTH**  
30 mm / 1.18 in.

**BARREL HEIGHT**  
32 mm / 1.26 in.  
**BARREL LENGTH**  
114 mm / 4.49 in.  
**BARREL RIFLING**  
right hand, hexagonal  
**LENGTH OF TWIST**  
250 mm / 9.84 in.

**TRIGGER PULL**  
2.5 kg / 5.5 lbs.

BEST SELLERS

- G17, 34: L7L GLOCK Factory Magazines 17 Round
- G19 GLOCK Factory Magazine L Round
- Glockmeister Grip Plug for Full S & Compact Gen 4 GLOCKS
- Glockmeister Grip Plug For Gen 3 Full Size & Compact GLOCKS
- GLOCK Plus 2 Magazine Extensi
- Glock Ext. Slide Stop Lever G17,18,19,22,23,24,25,26,27,2
- G22,24, 35 GLOCK Factory Mag: 15 Round
- G21/21SF GLOCK Factory Maga: 13 Round
- GLOCK Armorer's Disassembly 1
- G23 GLOCK Factory 13 Round Magazine

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### Glock Generation 4 Pistols

Regular Price: \$599.99 - \$679.99  
 Sale Price: \$569.99 - \$629.99

Item: IK-217496

Please see the notes in the yellow box for information on how to purchase this firearm. This firearm is not available through our online store.

Shown: Glock 19 G4 9mm



Description

Customer Reviews (23)

Q & A



PERFECTION

#### Glock Generation 4 Pistols

- **Legendary Glock reliability and performance**
- **Gen4 Rough-Textured Frames**
- **Enlarged, reversible magazine releases**
- **Dual recoil spring assemblies**
- **Three backstraps included to customize fit**
- **Three magazines included**

Glock's Gen4 series of semiautomatic pistols incorporate all the features and benefits Glock is famous for, along with upgrades to enhance performance and shootability. This series still boasts nearly indestructible polymer frames that are stronger than steel. Tenifer-coating on slides and barrels makes them as impervious to the elements as their predecessors. And Safe-Action-Pistol integrated safety features are still standard. Upgrades includes Rough-Textured Frames (RTF) to make them even easier to handle in extreme conditions. RTF improves Glock's all-weather performance when shooting with or without gloves. Each Gen4 includes three interchangeable backstraps, so shooters can adjust the grips for a custom fit. Magazine-release buttons are larger and reversible to make them easier to operate for both right- and left-handed shooters. Dual recoil spring assemblies increase durability and reduce recoil and muzzle flip.

#### Available:

- **Gen4 Model 17** – An updated version of Glock's venerable 9mm Model 17 pistol. Enjoy standard Glock features with the added benefits of RTF, interchangeable backstraps, dual recoil spring assembly and improved magazine releases. 17+1 capacity. Available with standard fixed sights and in Flat Dark Earth color.
- **Gen4 Model 19** – The latest version of the 9mm Glock 19

Text Size: [A](#) [A](#) [A](#)

#### Overall Customer Rating:

☆☆☆☆☆ 4.8 out of 5

[Read Reviews \(24\)](#) | [Write a Review](#)

#### Product Questions and Answers

4 questions | 17 answers [Read all Q&A](#)

#### Additional Information

- [Federal/State Firearms Regulations](#)

with interchangeable backstraps for a custom fit and RTF to enhance grip. Fixed sights. 4" barrel. Reversible magazine release. 15+1 capacity. Also available in Flat Dark Earth color.

- **Gen4 Model 21** – A RTF version of Glock's full-size semiautomatic chambered in hard-hitting .45 ACP. Comes with backstrap inserts to fit the gun to your hand. Standard fixed sights. 4.6" barrel. Accessory rail for light or laser. 13+1 capacity. Also available in Flat Dark Earth color.

- **Gen4 Model 22** – A new take on Glock's renowned Model 22 pistol in .40 S&W. It has standard Glock features with the added benefits of RTF, interchangeable backstraps, dual recoil spring assembly and improved magazine releases. 15+1 capacity. Available with standard fixed sights and in Flat Dark Earth color.

- **Gen4 Model 23** – Glock's full-size RTF semiautomatic pistol in .40 S&W with a 4" barrel. Interchangeable backstraps help you custom-fit the gun to your hand size. Reversible magazine release. Accessory rail for light or laser. Fixed sights. 13+1 capacity. Also available in Flat Dark Earth color.

- **Gen4 Model 26** – A subcompact Glock RTF handgun in 9mm that's ideal for concealed carry. Textured finish enhances grip and control in any weather. Comes with interchangeable backstraps. 3.46" barrel. Fixed sights. 10+1 capacity.

- **Gen4 Model 27** – Glock's RTF subcompact offering chambered in .40 S&W. Interchangeable backstraps improve the gun's fit in your hand while the textured finish enhances grip. 3.46" barrel. Fixed sights. 9+1 capacity.

This firearm is in our current assortment, but it does not mean that it is currently in stock. To purchase this firearm or for additional information, please visit a Cabela's store near you.

### Glock Generation 4 Pistols

Model	Caliber	Finish	Grips	Barrel	Overall Length (in.)	Approximate Weight (oz., empty)	Magazine Capacity	SKU #	Price
M17 FS	9mm	Matte Black	Black Polymer	4.5"	8"	25	17	2990300	<b>Regular Price:</b> \$599.99 not available online
G21	.45 ACP	Matte Black	Black Polymer	4.5"	8	26	13	03354748	<b>Regular Price:</b> \$679.99 <b>Sale Price:</b> \$629.99 not available online
G26	9mm	Tenifer	Black Polymer	3.5"	6.29	19.75	10	03274753	<b>Regular Price:</b> \$629.99 <b>Sale Price:</b> \$569.99 not available online
M22 FS	.40 S&W	Matte Black	Black Polymer	4.5"	8"	26	15	2990301	<b>Regular Price:</b> \$629.99 <b>Sale Price:</b> \$579.99 not available online
G27	.40 S&W	Tenifer	Black Polymer	3.46"	6.29	19.75	9	03274754	<b>Regular Price:</b> \$629.99 <b>Sale Price:</b> \$569.99 not available online



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

**Village Commission Meeting Date:** September 9, 2014

**Subject:** Ordinance 2014-08

**Prepared By:** Maria C. Camara, Village Clerk

**Sponsored By:** Staff

---

### **Background**

The Village's Code of Ordinances and the Village's Land Development Code currently provide the various administrative and user fees authorized by the Village Commission.

In order to provide clarity and create consistency for all users, Staff is recommending that all administrative and user fees be kept by the Village Clerk in one central location and as changes are required, or if a new fee needs to be added, that they are set by Resolution.

Ordinance 2014-08 has been drafted with the changes needed throughout our Code that would reflect the manner in which the fees are set.

At the October Commission meeting following the second reading of this Ordinance, if approved, Staff will bring forward a resolution detailing all current fees on one master schedule.

September 9, 2014

Commission Agenda Report

Ordinance 2014-08

### **Fiscal / Budget Impact**

- Advertising and codification of the Ordinance.
- Projected future adjustments to revenue based on changes to outdated fees or addition of new fees that are necessary to offset expenditures of staff resources.

### **Recommendation**

Approval of Ordinance 2014-08 at first reading.

### **Attachments**

- Ordinance 2014-08

**ORDINANCE 2014-08**

1  
2  
3 AN ORDINANCE OF THE VILLAGE COMMISSION OF THE VILLAGE  
4 OF BISCAYNE PARK, FLORIDA, AMENDING THE VILLAGE’S CODE  
5 OF ORDINANCES AND THE VILLAGE’S LAND DEVELOPMENT  
6 CODE TO CREATE CONSISTENCY THROUGHOUT THE CODES  
7 CONCERNING ADMINISTRATIVE AND USER FEES; AMENDING  
8 CHAPTER 11, ARTICLE III – GARAGE SALES, SECTION 11-45,  
9 ENTITLED “PERMIT ISSUANCE, FEE” OF THE VILLAGE’S CODE OF  
10 ORDINANCES; AMENDING CHAPTER 17 – TRAFFIC AND VEHICLES,  
11 SECTION 17-1, ENTITLED “IMPOUNDMENT OF MOTOR VEHICLES  
12 USED DURING THE COMMISSION OF A CRIME” OF THE VILLAGE’S  
13 CODE OF ORDINANCES; AMENDING PART II, CHAPTER 16 –  
14 PERMITS AND CERTIFICATES, SECTION 16.15, ENTITLED  
15 “LANDLORD PERMITS” OF THE VILLAGE’S LAND DEVELOPMENT  
16 CODE; AMENDING PART II, CHAPTER 16 – PERMITS AND  
17 CERTIFICATES, SECTION 16.16., ENTITLED “CERTIFICATE OF RE-  
18 OCCUPANCY”; AMENDING PART II, CHAPTER 16 – PERMITS AND  
19 CERTIFICATES, SECTION 16.18, ENTITLED HOME-BASED  
20 OCCUPATIONS” OF THE VILLAGE’S LAND DEVELOPMENT CODE;  
21 AMENDING PART II, CHAPTER 16 - PERMITS AND CERTIFICATES,  
22 SECTION 16.19, ENTITLED “CONTRACTOR REGISTRATION” OF  
23 THE VILLAGE’S LAND DEVELOPMENT CODE; AMENDING PART II,  
24 CHAPTER 17 – FEES, BONDS AND CHARGES, SECTION 17.1,  
25 ENTITLED “GENERALLY” OF THE VILLAGE’S LAND  
26 DEVELOPMENT CODE; AMENDING PART II, CHAPTER 17 – FEES,  
27 BONDS AND CHARGES, SECTION 17.3, ENTITLED “CAMPAIGN SIGN  
28 BOND” OF THE VILLAGE’S LAND DEVELOPMENT CODE;  
29 AMENDING PART II, CHAPTER 17 – FEES, BONDS AND CHARGES,  
30 SECTION 17.6, ENTITLED “PLANNING AND ZONING FEE  
31 SCHEDULE” OF THE VILLAGE’S LAND DEVELOPMENT CODE;  
32 REPEALING ORDINANCE 2006-14 ADDRESSING THE BUILDING  
33 PERMIT FEE SCHEDULE IN ITS ENTIRETY; PROVIDING THAT  
34 VILLAGE FEES BE ADDRESSED BY RESOLUTION; PROVIDING FOR  
35 SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR  
36 CONFLICTS; PROVIDING FOR AN EFFECTIVE DATE

37  
38 WHEREAS, The Village’s Code of Ordinances and the Village’s Land  
39 Development Code currently provide the various administrative and user fees authorized  
40 by the Village Commission; and

1           **WHEREAS**, in order to provide clarity and create consistency for all users, the  
2 Village staff has recommended that all administrative and user fees be kept by the  
3 Village Clerk in one central location; and

4           **WHEREAS**, the Village Commission accepts the recommendation of the  
5 Village’s professional staff and finds that the revisions to the Code of Ordinances and  
6 Land Development Code are in the best interests of all;

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

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

12           **Section 2.**     Chapter 11 – Offenses and Miscellaneous Provisions, Article III – Garage  
13 Sales, Section 11-45 – Permit Issuance, Fee, of the Code of Ordinances of the Village of  
14 Biscayne Park shall be amended to read as follows:

15           **Sec. 11-45. Permit issuance, fee.**

16           Upon verification of the right of applicant to conduct such sale in compliance with this  
17 article, the village clerk shall issue a permit which shall designate the day(s) on which such  
18 sale(s) shall be made, upon payment of a fee set by resolution and kept on file in the clerk’s  
19 office. ~~of five dollars (\$5.00).~~  
20  
21

22           **Section 3.**     Chapter 17 – Traffic and Vehicles, Section 17-1 – Impoundment of Motor  
23 Vehicles Used During the Commission of a Crime, of the Code of Ordinances of the Village of  
24 Biscayne Park shall be amended to read as follows:

25           **Sec. 17-1. Impoundment of motor vehicles used during the commission of a crime.**

26           (A)     *Impoundment of certain motor vehicles.* A motor vehicle shall be subject to  
27 impoundment whenever a police officer has probable cause to believe that said vehicle was used  
28 to facilitate the commission of a crime, or was used as an instrument to commit a crime, or was  
29 driven by an operator who was driving while license was suspended and is a habitual traffic  
30

1 offender, or was driven by an operator who was illegally under the influence of alcohol or a  
2 controlled substance in violation of Florida or federal law. All vehicles towed will be subject to  
3 review by the Chief of Police or his designee before charging the ~~five hundred dollar (\$500.00)~~  
4 fee to ensure that said vehicle meets the criteria for this Ordinance.

5  
6 \* \* \*

7  
8 (C) *Impoundment fees.* Any person, whether an individual or a legal entity,  
9 who owns or operates any motor vehicle located in the Village, which motor vehicle is  
10 impounded by the Village under this ordinance, shall be liable for the ~~following~~  
11 impoundment fees as set by resolution and kept on file in the clerk's office prior to the  
12 release of such vehicle to such person:

13  
14 (1) ~~impoundment fee .....\$500.00~~

15  
16 (2) ~~Reasonable towing and storage charges pursuant to chapter 713,~~  
17 ~~Florida statutes.~~

18  
19 \* \* \*

20  
21 **Section 4.** Part II, Chapter 16 – Permits and Certificates, Section 16.15 – Landlord

22 Permits, of the Land Development Code of the Village of Biscayne Park shall be amended to  
23 read as follows:

24 **Sec. 16.15. Landlord Permits.**

25  
26 \* \* \*

27 16.15.5 *Fees.*

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

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

31 (c) Inspections of the applicant's premise shall be scheduled at the convenience of  
32 both the enforcement officer/inspector, landlord, and tenant(s). If the landlord and/or tenant fails  
33 to be present at the time of the scheduled inspection or if the enforcement officer/inspector is  
34 denied and/or unable to gain access to the dwelling or dwelling unit to conduct the requisite  
35 inspection, the landlord may be subject to being charged a re-inspection fee of ~~twenty-five~~  
36 ~~dollars (\$25.00)~~, for each re-inspection, at the discretion of the village. Additionally, after three  
37 (3) such attempts and/or denials of access to the premises, the village may pursue the revocation  
38 of any existing permit(s) of use issued to the subject premises.

39  
40 \* \* \*







A. ~~Written interpretation of comprehensive plan provisions relative to a specific location:~~

<b>Size of Parcel of Proposed Development (gross acres)</b>	<b>Fee</b>
Under 1.0 acre	\$114.00
1.0 acre — 5.0 acres	\$228.00
5.1 acres — 20.0 acres	\$342.00
20.1 acres and over	\$570.00

B. ~~Written interpretation of adopted components' goals, objectives and other text not related to a specific location:~~

	<b>Fee</b>
Each issue/question not related to Level of Service (LOS) Standards	\$114.00
Each issue/question related to LOS Standards	\$171.00

C. ~~Applications to amend the comprehensive plan:~~

~~1. Land use map (LUM):~~

<b>Size of Area (gross acres)</b>	<b>Fee</b>
Up to 5.0	\$11,400.00
5.1 — 10.0	\$21,660.00
10.1 — 20.0	\$42,750.00
20.1 — and up	\$64,410.00

~~2. All elements fee:~~

	<b>Fee</b>

<del>Each LOS standard addressing a goal, objective, policy, or a map</del>	<del>\$51,300.00</del>
<del>Each non-LOS standard addressing a goal, objective or policy</del>	<del>\$17,100.00</del>
<del>Each monitoring measures items</del>	<del>\$10,260.00</del>
<del>Each capital improvement project line item</del>	<del>\$17,100.00</del>
<del>Each text or map change</del>	<del>\$17,100.00</del>

I.H. *Zoning applications.*

A. *Public hearings and administrative modifications.* ~~Except as otherwise provided in B. through D. below, for e~~Every application for a zoning change or other zoning application, where a public hearing is required to be held and for every application where notices and advertisement are required, there shall be paid a minimum fee as set forth in the resolution kept on file in the clerk's office of \$855.00 (~~\$1,710.00 if the application is the result of a violation~~). The exact amount of each application fee is established by the addition of the following fees:

<b>Application</b>	<b>Fee</b>
<del>Zone change or text amendment by applicant</del>	<del>\$1,710.00</del>
<del>Change in Use text amendment</del>	<del>\$1,710.00</del>
<del>Non-use variance or site development agreement or site plan</del>	<del>\$1,710.00</del>
<del>Residential/one lot</del>	<del>\$400.00</del>
<del>Special exception</del>	<del>\$2,280.00</del>
<del>Modifications/deletions</del>	<del>\$1,140.00</del>
<del>Unusual use</del>	<del>\$2,280.00</del>
<del>If applicable, in addition for:</del>	
<del>Residential:</del>	<del>\$1,140.00</del>
<del>Size of property:</del>	<del>\$570.00 per 10 acres or portion thereof</del>
<del>Number of units:</del>	<del>\$285.00 per 15 units or portion thereof</del>

~~B. *Public Hearing for day cares, religious facilities, ACLF's, nursing homes and convalescent homes.* \$2,280.00 (\$2,850.00 if application is the result of a violation.)~~

~~C. *Public hearing for governmental facilities:* (If applicable) \$1,425.00~~

~~B.D. *Revisions to public hearing plans.* Submittal of the first revised plan will be processed at no additional cost to the applicant. Subsequent revisions will be processed at an additional charge as set forth by resolution kept on~~

file in the clerk's office of ~~\$684.00~~ per revised plan and shall be paid in total at the time of submittal.

~~III. Administrative adjustment applications. Limited to new construction or an addition to an existing residence from setback, lot coverage, and building spacing requirement for single family residential, duplex, townhouse and accessory residential uses located in the Village's residential districts:~~

Application	Fee
Carport (maximum 200 sq.ft.)	\$313.50
Utility shed (maximum 100 sq.ft.)	\$313.50
Fence/wall	\$313.50
Interior/exterior integration area	\$313.50
Setback adjustments for attached/detached structure(s)	\$598.50
Any administrative adjustment involving tennis court, swimming pool or other recreational use	\$741.00
Any adjustment for the construction of a new residence	\$963.30
Other adjustments such as, but not limited to, lot area, lot frontage, lot coverage	\$741.00

Only one fee shall be assessed; should an application involve two (2) or more adjustments of a different category, the greater shall apply.

~~IV. Administrative site plan reviews (when no public hearing is required).~~

~~A. Individual single family, two family, or live/work unit .....\$50.00~~

~~B. All other uses:~~

~~Minimum fee .....\$1,500.00 plus~~

~~Per acre ....\$500.00 and~~

~~Per 10 units or portion thereof .....\$200.00 or~~

~~Per 5,000 sq. ft. or portion thereof .....\$200.00~~

~~Submittal of the first revised plan will be assessed at no additional cost.~~

~~Subsequent revisions will be processed at an additional charge of \$250.00 per revised plan.~~

~~C. Entrance feature applications .....\$570.00~~

~~First plan revision will be processed at no charge. Subsequent revisions will be processed at \$250.00 each.~~

II.V. *General information.*

A. *Application fees.* All applications fees shall be paid in total, at the time of filing of an application, and no fee shall be credited or refunded except when adjustment is warranted or deemed necessary due to departmental error. A refund of 50 percent of an original application fee may be refunded upon the withdrawal of an application when the written request for withdrawal is received within 30 days of the date of application.

B. *Mailing fees; notices.* In addition to the zoning fees set forth by separate resolution herein, items requiring notice shall be assessed a fee of ~~\$0.57~~

1 ~~cents per notice~~ for each notice required to be mailed in accordance with  
2 the Village's code. These fees shall be assessed for every occasion on  
3 which notices are mailed.  
4

5 C. Processing costs will be charged equal to actual staff time and related  
6 costs for matters which involve research, including review of legal  
7 agreements. A minimum fee of ~~\$85.00~~ shall be charged.  
8

9 D. *Preparation of special studies or reports.* For special studies or reports  
10 that are not prepared as part of the regular work program of the Village  
11 and are found by the Village to be necessary to prepare recommendations  
12 related to planning and zoning applications, the applicant shall pay the  
13 actual cost incurred for any such required professional services.  
14 Specifically, the Village shall charge the applicant the direct cost of  
15 review by employed/hired consultants and professionals, engineers,  
16 planners, legal, technical or environmental consultants deemed reasonably  
17 necessary by the Village to review any application. Charges shall be in  
18 accord with the hourly rate charges by such employed professionals or  
19 consultants. The applicant shall reimburse the Village for the cost of such  
20 upon submission of an invoice within 30 days. Failure to make payment  
21 shall result in a discontinuance of review/processing of an application; or  
22 rescinding of the final development order for failure to comply with a  
23 material condition to the approval.  
24

25 ~~E. *Copies of records, verification of documents, and other processing.*~~  
26 ~~Plan reproduction from microfilm or document larger than 14 inches by~~  
27 ~~8½ inches per sheet — \$5.70~~  
28 ~~Reproduced records/per page \$0.15~~  
29 ~~Doubled sided copy/per page \$0.20~~  
30 ~~Certified copies not including photocopy charge/per page — \$1.00~~  
31 ~~Official copy of Certificate of Use record — \$10.00~~  
32 ~~Verification of legal description on documents prepared for recordation~~  
33 ~~— \$10.00~~  
34 ~~Digital maps, scanned images/per map or image — \$5.70~~  
35 ~~Special map requests — \$60.00~~  
36 ~~Notary public service/per document — 10.00~~  
37 ~~Ordering plans — \$5.70~~  
38 ~~Hearing tapes/each — \$3.00~~  
39

40 E.F. *Re-advertisement and re-notification for deferred or remanded hearing*  
41 *applications.* For each and every zoning hearing application that is  
42 deferred or remanded to a date not yet advertised, a fee shall be paid based  
43 on the actual cost of re-advertisement and re-notification.  
44

45 F.G. *Late payment charges on unpaid amounts.* Billing covered by contracts,  
46 agreements or other formal arrangements for services rendered by the  
47 department are due within 45 days from the date of the invoice. Full

1 payment of the account balance must be received by the past due date set  
2 forth on the invoice. A monthly late payment charge will be assessed on  
3 any outstanding balance at the rate of ten percent thereafter, until payment  
4 is received in full.

5  
6 ~~H. — Substantial compliance determination.  
7 \$1,140.00 for residential.  
8 \$1,710.00 for commercial/nonresidential uses.  
9 First plan revision will be processed at no charge, subsequent plan  
10 revisions will be assessed a fee of \$684.00 each.~~

11  
12 ~~I. — Concurrency review. A fee of six percent of the total permit fee, CU or  
13 zoning application fee, will be added to original fees where a concurrency  
14 review was performed.  
15 Concurrency information letters:  
16 Minor letter \$100.00 (requiring routine to moderate research and analysis,  
17 standard preparation and processing time).  
18 Major letter \$200.00 (requiring extraordinary research and analysis, and/or  
19 special preparation and handling).~~

20  
21 **Section 11.** Ordinance 2006-14 adopted by the Village Commission at its December 5,  
22 2006 meeting that addressed the Building Permit Fee Schedule, is hereby repealed in its entirety.

23 **Section 12.** It is the intent of the Village that all Village fees be provided for by  
24 resolution. To the extent that any Village fee is addressed in Resolution 2014-65, that fee  
25 supercedes and revokes any ordinance addressing said fee.

26 **Section 13.** Severability. Should any section, provision, paragraph, sentence, clause of  
27 word of this Ordinance or portion hereof be held or declared by any court of competent jurisdiction  
28 to be unconstitutional or invalid, in part or application, it shall be considered as eliminated and shall  
29 not affect the validity of the remaining portions or applications of this Ordinance.

30 **Section 14.** Codification. It is the intention of the Village Commission of the Village of  
31 Biscayne Park, that the provisions of this Ordinance shall become and made a part of the Code of  
32 Ordinances of the Village of Biscayne Park, Florida, and that the Sections of this Ordinance may be  
33 renumbered, re-lettered and the word "Ordinance" may be changed to "Section," "Article" or other  
34 word or phrase in order to accomplish such intention.





## Village of Biscayne Park Commission Agenda Report

**Village Commission Meeting Date:** September 9, 2014

**Subject:** Ordinance 2014-06

**Prepared By:** Maria C. Camara

**Sponsored By:** Staff

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### Background

On May 21, 2014, the SANITATION FUND budget was presented and Resolution 2014-41 was passed establishing the waste assessment fee for the Village of Biscayne Park at \$467.00 per residential unit.

A provision of the Resolution states that, *"Prior to October 1, 2014, the Mayor and Village Commission shall update Section 17-4 of the Village's Code of Ordinances entitled "Imposition of Solid Waste Management Fee Assessment", to update the annual solid waste management fee to the fees identified herein."*

On August 5<sup>th</sup>, Ordinance 2014-06 was presented for first reading and was passed, and is now being presented for second reading.

### Fiscal/Budget Impact

Advertising for second reading and codification.

September 9, 2014

Commission Agenda Report

Ordinance 2014-06

## **Recommendation**

Approval at second reading.

## **Attachments**

- Ordinance 2014-06
- Resolution 2014-41



1           NOW, THEREFORE, BE IT ORDAINED BY THE VILLAGE COMMISSION OF THE  
2 VILLAGE OF BISCAYNE PARK, FLORIDA, AS FOLLOWS:

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

6           **Section 2.**     Authority. This Ordinance is adopted pursuant to provisions of Section  
7 17.4 of the Land Development Code and Sections 166.021 and 166.041, Florida Statutes, and  
8 other applicable provisions of law.

9           **Section 3.**     Imposition of Solid Waste Management Fee Assessment.

10          (A)     Residential units include all residential properties within the Village except for  
11 building containing six (6) or more contiguous dwelling units are to receive solid waste services  
12 from the Village. Six or more contiguous dwelling units are to contract with a County approved  
13 contractor.

14          (B)     The assessed properties are hereby found to be specially benefitted by the  
15 provision of the solid waste collection services in the amount of the solid waste management fee  
16 assessment of \$467.00 per residential unit and are determined to be fairly and reasonably  
17 apportioned.

18          (C)     For the fiscal year beginning October 1, 2014, the total solid waste management  
19 fee assessment throughout the Village is estimated to be \$605,655.00.

20          (D)     The solid waste management fee assessment for solid waste collection services is  
21 hereby approved and shall continue to be the current schedule for solid waste collection,  
22 transportation, separation and disposal service in subsequent years unless and until a new  
23 management fee assessment is established by separate ordinance.

1 (E) The solid waste management fee assessment shall constitute a lien upon the real  
2 property, so assessed equal in rank and dignity with the liens of all state, county, district and  
3 municipal taxes and other non-ad valorem assessment.

4 **Section 4.** Effect and Adoption of Ordinance. The adoption of this Ordinance shall  
5 be the final adjudication of the issues presented unless proper steps shall be initiated in a court of  
6 competent jurisdiction to secure relief within twenty calendar days from the date of this  
7 assessment.

8 **Section 5.** **Severability.** The provisions of this Ordinance are declared to be  
9 severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be  
10 held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining  
11 sections, sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it  
12 being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any  
13 part.

14 **Section 6.** **Repeal of Conflicting Provisions.** To the extent any provisions of the  
15 Code conflict with this Chapter, those provisions are repealed in its entirety.

16 **Section 7.** **Effective Date.** This Ordinance shall be effective upon adoption at  
17 second reading.

18  
19 The foregoing Ordinance was offered by \_\_\_\_\_, who moved its  
20 adoption. The motion was seconded by \_\_\_\_\_ and upon being put to a  
21 vote, the vote was as follows:

22  
23 PASSED AND ADOPTED upon first reading this 5<sup>th</sup> day of August, 2014.

24 PASSED AND ADOPTED upon second reading this \_\_\_\_ day of \_\_\_\_\_, 2014.

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

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

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

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

Approved as to form:

\_\_\_\_\_   
John J. Hearn, Village Attorney

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**RESOLUTION NO. 2014-41**

**A RESOLUTION OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA, ESTABLISHING THE ANNUAL WASTE FEE ASSESSMENT FOR THE VILLAGE OF BISCAYNE PARK, FLORIDA FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2014; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION; AND PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, the Village of Biscayne Park utilizes Miami-Dade County Office of the Property Appraiser, Administrative Division, (hereinafter referred to as "the County") to collect the Village's annual waste fee assessment on the TRIM Notices and Tax Bills; and,

WHEREAS, the goal of this administration is to continue providing top level services to the residents of the Village Biscayne Park, and,

WHEREAS, the Village Administration has met several times and have completed a thorough assessment of the Sanitation budget and have determined the necessary dollars needed to provide our residents with the services as they relate to sanitation and waste management; and,

WHEREAS, the County's Property Appraiser Office requires that the Village submit its rate by June 1, 2014, in order to appear on the TRIM notices; and,

WHEREAS, the assessed properties are hereby found to be specially benefitted by the provision of solid waste collection services, and the solid waste management fee assessment is estimated to be \$467.00 per residential unit, based on the approved annual Sanitation budget of \$605,655.00; and,

**NOW THEREFORE IT IS HEREBY RESOLVED BY THE MAYOR AND VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA:**

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

**Section 2.** The Finance Director is authorized to submit to Miami-Dade County, by June 01, 2014, the Village of Biscayne Park's annual waste fee assessment which is estimated to be \$467.00 per residential unit, based on the approved annual Sanitation budget of \$605,655.00.



## Fiscal Year 2014-15 Budget - Village of Biscayne Park

402 SANITATION		Adopted Budget 2013-14	Actual 2013-14 Thru 3/31	Projected 2013-14 Thru 9/30	Variance Budget to Proj 2013-14	Manager Recomm. 2014-15	Variance 2013-14 to 2014-15
<b>Revenues</b>	<b>Explanation of Line Item</b>						
Sanitation Assessment		742,664	683,000	742,664	0	605,655	(137,009)
Disc. for Early Payment	2% of sanitation assessment	-14,486	-7,243	-14,486	0	-12,110	2,376
Special Trash Pick Up	Waste Pro handling all special pick ups	5,000	3,599	5,000	0	0	(5,000)
<b>Total Revenues Sanitation</b>		<b>733,178</b>	<b>679,356</b>	<b>733,178</b>	<b>0</b>	<b>593,545</b>	<b>(139,633)</b>
<b>Salaries &amp; Benefits</b>	<b>Explanation of Line Item</b>						
Regular Salaries		176,368	84,089	176,368	0	0	(176,368)
Bonus		3,500	3,500	3,500	0	0	(3,500)
Overtime		2,150	2,048	2,500	(350)	0	(2,150)
<b>Total Salaries &amp; Wages</b>		<b>182,018</b>	<b>89,637</b>	<b>182,368</b>	<b>(350)</b>	<b>0</b>	<b>(182,018)</b>
FICA Taxes		13,492	6,820	13,492	0	0	(13,492)
Retirement (FRS)		15,306	6,407	15,306	0	0	(15,306)
Life & Health Benefits		37,042	18,964	39,000	(1,958)	0	(37,042)
Workers Comp		19,814	10,172	19,814	0	0	(19,814)
<b>Total Benefits</b>		<b>85,654</b>	<b>42,362</b>	<b>87,612</b>	<b>(1,958)</b>	<b>0</b>	<b>(85,654)</b>
<b>TOTAL SALARIES &amp; BENEFITS</b>		<b>267,672</b>	<b>131,999</b>	<b>269,980</b>	<b>(2,308)</b>	<b>0</b>	<b>(267,672)</b>
<b>Operating Expenses</b>	<b>Explanation of Line Item</b>						
Contractual Services - Solid Waste Collection	Waste Pro	0	0	0	0	388,933	388,933
Professional Services - Audit		3,000	1,000	3,000	0	0	(3,000)
Contractual Services - Alarm/Pest Control		1,680	0	1,680	0	0	(1,680)
Landfill Tipping Fees		183,340	84,425	180,000	3,340	0	(183,340)
Recycling Fees		35,000	26,250	35,000	0	0	(35,000)
Recycling Containers	One-time purchase of 1,430 carts (1,298 properties plus 10% surplus stock, including assembly and distribution)	0		0	0	81,000	81,000
Communications-Telephone & Internet		2,500	168	1,800	700	0	(2,500)
Electric		2,500	423	2,500	0	0	(2,500)
Water & Sewer		1,500	0	1,500	0	0	(1,500)
Insurance Liability		7,500	4,145	7,500	0	0	(7,500)
Insurance Vehicles		4,000	1,842	4,000	0	0	(4,000)
R&M Vehicles		20,000	14,831	20,000	0	0	(20,000)
R&M Buildings		1,500	0	1,500	0	0	(1,500)
Advertising Special Pick-Up		1,000	0	500	500	1,000	0
Misc Operating Supplies		3,200	2,253	3,200	0	0	(3,200)
Uniforms & Cleaning		2,700	2,217	3,000	(300)	0	(2,700)
Diesel		16,620	8,153	16,620	0	0	(16,620)
Education & Training		1,000	0	500	500	0	(1,000)
Equipment Depreciation		16,972	7,072	16,972	0	0	(16,972)
Debt Service Principal		4,358	3,054	4,358	0	0	(4,358)
Debt Service Interest		760	659	760	0	0	(760)
Direct Departmental Overhead Fees	See detail page.	56,259	38,375	56,259	0	44,958	(11,301)
Road Fund Overhead Fees	See detail page.	20,491	10,120	20,491	0	22,609	2,118
Administrative Fees General Fund	See detail page.	68,772	34,386	68,772	0	40,188	(28,584)
Administrative Fees Miami Dade County	Estimated 1% of total sanitation assessment for billing on Property Bill	7,254	0	7,254	0	6,057	(1,197)
General Contingency	Unforeseen expenses	3,600	0	0	3,600	0	(3,600)
Transition Contingency	For Florida Reemployment Assistance Program	0	0	0	0	8,800	8,800
<b>TOTAL OPERATING EXPENSES</b>		<b>465,506</b>	<b>239,373</b>	<b>457,166</b>	<b>8,340</b>	<b>593,545</b>	<b>128,039</b>
<b>TOTAL DEPT 402 SANITATION BUDGET</b>		<b>733,178</b>	<b>371,372</b>	<b>727,146</b>	<b>6,032</b>	<b>593,545</b>	<b>(139,633)</b>



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

**Village Commission Meeting Date:** September 9, 2014

**Subject:** Ordinance 2014-07

**Prepared By:** Maria Camara

**Sponsored By:** Staff

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### **Background**

At the July 1, 2014 commission meeting, an item was brought forward for discussion on behalf of the Code Review Board requesting an amendment to Chapter 7 of the Land Development Code regarding watercraft registrations. In order to properly enforce the provisions of our code, it was requested that “where required by State Statute” be removed.

It was the consensus of the commission to direct the Village attorney to clarify what the legislative intent is and to draft an ordinance for first reading with the correct language.

At the August 5, 2014 commission meeting, there was consensus from the Village Commission to add edit as follows prior to second reading:

- Add “annually” in section 7.2.1(1)(i) which is on page 3, line 7.
- Verify that the same section under recreational vehicles mirrors the same intent of the annual requirement.

The ordinance was unanimously approved at first reading.

**Fiscal / Budget Impact**

Advertising and codification requirements for an ordinance.

**Recommendation**

Approval at second reading.

**Attachments**

- Ordinance 2014-07 with requested changes highlighted.

1  
2 **ORDINANCE 2014-07**  
3

4 **AN ORDINANCE OF THE VILLAGE**  
5 **COMMISSION OF THE VILLAGE OF**  
6 **BISCAYNE PARK, FLORIDA AMENDING**  
7 **CHAPTER 7 OF THE VILLAGE’S LAND**  
8 **DEVELOPMENT CODE, ENTITLED**  
9 **“RECREATION AND OPEN SPACE”, TO**  
10 **PROVIDE REQUIREMENTS FOR**  
11 **WATERCRAFTS TO BE REGISTERED WITH**  
12 **THE STATE AND TO PROVIDE OTHER**  
13 **CLARIFICATIONS; PROVIDING FOR**  
14 **SEVERABILITY; PROVIDING FOR**  
15 **CODIFICATION; PROVIDING FOR**  
16 **EFFECTIVE DATE**  
17

18 WHEREAS, on July 9, 2013, the Village Commission approved ordinance 2013-06  
19 providing conditions for the storage of watercraft, recreational vehicles, commercial vehicles and  
20 trailers; and

21 WHEREAS, at the public hearings discussing the passage of Ordinance 2013-06, the  
22 Village Commission articulated a desire to accommodate watercraft being placed on residential  
23 lots to provide an opportunity for residents to recreate in the surrounding waterways; and

24 WHEREAS, the intention of the Commission was not to allow for the long term storage  
25 of non-operating watercraft; and

26 WHEREAS, on January 15, 2014, the Code Review Board discussed this matter and  
27 requested the Village Commission require all watercraft to be registered with the state; and

28 WHEREAS, the Village Commission finds it to be in the best interests of its citizenry to  
29 amend the Village’s Land Development Code to require watercraft to be registered with the  
30 state; now, therefore

31 BE IT ORDAINED BY THE MAYOR AND THE VILLAGE COMMISSION OF THE  
32 VILLAGE OF BISCAYNE PARK, FLORIDA:

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

4           **Section 2.**     Chapter 7 of the Village of Biscayne Park Land Development Code,  
5 entitled “Recreation and open space”, is hereby amended to read as follows:  
6

7           **CHAPTER 7.           RECREATION AND OPEN SPACE.**

8           **7.1     Generally.**

9  
10          7.1.1 *Purpose of chapter.* The purpose of this chapter is to describe the conditions for the  
11 storage of watercraft, recreational vehicles, commercial vehicles and trailers in the village.  
12

13          **7.2     Watercraft.**

14  
15          7.2.1 *Conditions for the storage of watercraft.* Watercraft not more than twenty-six (26) feet in  
16 length, not more than eight (8) feet six (6) inches in beam, and not more than thirteen (13) feet,  
17 six (6) inches in height, may be stored subject to the following conditions:  
18

19                 (a)     No watercraft shall be kept, stored or parked so that any part shall extend into the  
20 front yard beyond the front building line. Watercraft shall be obscured from the public right-of-  
21 way with a fence or hedge, except in the following conditions:  
22

- 23                         (1)     Where a watercraft which ~~is~~ was owned **by an occupant-owner or occupant lessee**  
24 ~~on or before July 9, 2013, at the time of the effective date of compliance of this~~  
25 ~~ordinance (Section 7.7),~~ cannot be placed behind the front building line without  
26 the removal of mature landscaping, a large tree(s), an existing wall, or insufficient  
27 space exists (i.e., because of a septic tank or other necessary obstruction) to the  
28 side of the building, the property owner may apply for an administrative variance  
29 to the Planning and Zoning Board, without charge or fee for storage of a boat in  
30 the front yard. Any **one occupant-owner or occupant-lessee** acquiring a watercraft  
31 ~~within 365 days from the passage of this Ordinance on or before July 9, 2014~~ may  
32 also apply for an administrative variance to the Planning and Zoning Board,  
33 without charge or fee for storage of a boat in the front yard. Upon proof of any of  
34 the above conditions, the administrative variance will be granted and shall remain  
35 in place until the Village registration **annual** form is not renewed (for that boat or  
36 any subsequent replacement boat ~~pur~~chased for that administrative variance  
37 location) or such time as the house is sold or the occupant-lessee relocates. After  
38 the ~~365 day~~ period identified ~~herein~~ above, an applicant may file for a variance  
39 pursuant to Chapter 18 of the Land Development Code.  
40

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4 (i) Watercraft shall be owned by the occupant-owner or occupant-lessee of the  
5 property. In order to ensure that watercraft is being used and not stored on  
6 property for long term storage, aAll state registrations for watercraft and trailers  
7 registrations where required by state statute shall be kept current and a copy of the  
8 registration must be provided to the Village annually and within thirty (30) days  
9 of enactment of this Code if currently stored or parked or prior to storing a  
10 watercraft on an occupant-owner or occupant-lessee's premises.

11 \* \* \*

12  
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14 **7.3 Recreational vehicles and trailers.**

15  
16 7.3.1 *Conditions for the storage of recreational vehicles and trailers.* Recreational vehicles  
17 and trailers in the form of travel and camping trailers, transport trailers and motor travel homes,  
18 designed and used as temporary living quarters for recreation or travel use may be parked in the  
19 open on sites containing a single-family or duplex residence, subject to the following conditions:

20  
21 (a) No recreational vehicle or trailer shall be kept, stored or parked so that any part  
22 shall extend into the front yard beyond the front building line. Recreational vehicles and trailers  
23 shall be obscured from the public right-of-way with a fence or hedge, except in the following  
24 conditions:

- 25  
26 (1) Where a recreational vehicle or trailer which is was owned by an occupant-owner  
27 or occupant-lessee on or before July 9, 2013, at the time of the effective date of  
28 compliance of this ordinance (Section 7.7), this ordinance is enacted cannot be  
29 placed behind the front building line without the removal of mature landscaping, a  
30 large tree(s) an existing wall, or insufficient space exists (i.e., because of a septic  
31 tank or other necessary obstruction) to the side of the building, an owner may  
32 apply for an administrative variance to the Planning and Zoning Board, without  
33 charge or fee for storage of a recreational vehicle or trailer in the front yard. Any  
34 occupant-owner or occupant-lessee acquiring a recreational vehicle or trailer on or  
35 before July 9, 2014 may also apply for an administrative variance to the Planning  
36 and Zoning Board, without charge or fee for storage of a recreational vehicle or  
37 trailer in the front yard. Upon proof of any of the above conditions, the variance  
38 will be granted and shall remain in place until the Village annual registration form  
39 is not renewed (for that recreational vehicle or any subsequent replacement  
40 recreational vehicle purchased for that administrative variance location) or such  
41 time as the house is sold or the occupant-lessee relocates. After the 365 day  
42 period identified herein above, an applicant may file for a variance pursuant to  
43 Chapter 18 of the Land Development Code.

44 \* \* \*

1 (j) Recreational vehicles and trailers shall be owned by the occupant-owner or  
2 occupant-lessee of the property. In order to ensure that recreational vehicles and trailers are  
3 being used and not stored on property for long term storage, all state registrations for recreational  
4 vehicles and trailers shall be kept current and a copy of the registration must be provided to the  
5 Village annually and prior to storing a recreational vehicle or trailer on an occupant-owner or  
6 occupant-lessee's premises.

7  
8 (k) Such vehicle shall be secured so that it will not be a hazard or menace during high  
9 winds or hurricanes.

10  
11 **Section 3.** Severability. Should any section, provision, paragraph, sentence, clause of  
12 word of this Ordinance or portion hereof be held or declared by any court of competent jurisdiction  
13 to be unconstitutional or invalid, in part or application, it shall be considered as eliminated and shall  
14 not affect the validity of the remaining portions or applications of this Ordinance.

15 **Section 4.** Codification. It is the intention of the Village Commission of the Village of  
16 Biscayne Park, that the provisions of this Ordinance shall become and made a part of the Code of  
17 Ordinances of the Village of Biscayne Park, Florida, and that the Sections of this Ordinance may be  
18 renumbered, re-lettered and the word "Ordinance" may be changed to "Section," "Article" or other  
19 word or phrase in order to accomplish such intention.

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

22 **Section 6.** Effective Date. This Ordinance shall become effective immediately upon its  
23 passage and adoption.

24 The foregoing Ordinance was offered by Commissioner \_\_\_\_\_, who moved its  
25 adoption. The motion was seconded by \_\_\_\_\_ and upon being put to a vote,  
26 the vote was as follows:

27  
28 PASSED AND ADOPTED upon first reading this 5<sup>th</sup> day of August, 2014.

29 PASSED AND ADOPTED upon second reading this \_\_\_\_ day of \_\_\_\_\_, 2014.

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

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

Attest:

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

Approved as to form:

\_\_\_\_\_  
John J. Hearn, Village Attorney

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



# Village of Biscayne Park Commission Agenda Report

**Village Commission Meeting Date:** September 9, 2014

**Subject:** Resolution 2014—63 Authorizing advertisement of the Village’s intent to use the uniform method for the collection of assessments consistent with Section 197.3632, Florida Statutes for the costs of roadway improvements and for stormwater improvements

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

**Sponsored By:** Staff

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## BACKGROUND

The Village lacks a current Master Plan of the existing roadway and stormwater conditions within the Village. The completion of a Master Plan will allow the Village to better plan for future improvements and maintenance of its stormwater system. Additionally, road conditions within the Village are impacted by age, proximity to mature trees and high traffic areas.

Due to the development of surrounding Municipalities at higher elevations the Village of Biscayne Park finds itself in a low-lying drainage basin with no positive outfalls. Because it relies heavily on the percolation of surface water it is prone to flooding during moderate South Florida rainfall events. A comprehensive Stormwater Master Plan will evaluate existing drainage conditions within the Village and develop conceptual stormwater improvements and related costs and prioritize areas where critical flooding occurs. This will assist in increasing the longevity of the drainage system and also reduce long term costs. The stormwater improvements will greatly reduce area-wide flooding, minimize standing water and enhance the overall appearance of the Village.

The creation of a Roadway Improvements and Stormwater Improvements Assessment will cover the cost of the master plan and the costs of the repairs, improvements and maintenance. The Assessment will be used to complete a road and stormwater drainage improvements Master Plan to identify all areas within the Village in need of repair and improvement.

Resolution No. 2014-63 authorizes Staff to follow the procedures set forth in Florida State Statutes 197.3632 regarding the method for the levy, collection and enforcement of non-ad valorem assessments for roadway and stormwater improvements. This resolution authorize Staff to prepare all necessary Village Commission resolutions and ordinances and notifications within in the required time frames including advertising the Village's intent to create to use the uniform method for the collection of the assessment in a newspaper of general circulation for four (4) consecutive weeks.

Through future ordinance, the Village Commission will amend its Code of Ordinances to allow for a Road and Stormwater Drainage Improvement Assessment. Prior to the setting of the assessment fee, Staff will solicit proposals for the completion of the Master Plan which will be used to set the project costs.

**Fiscal / Budget Impact**

The creation of the Roads and Stormwater Drainage Assessment will assist the Village in providing funds for short term and long term infrastructure improvements.

**STAFF RECOMMENDATION**

Staff recommends approval Resolution 2014-63.

**ATTACHMENTS**

- Resolution 2014-63



1 collection of the assessments, consistent with Section 197.3632, Florida Statutes and to hold a  
2 duly advertised public hearing prior to the adoption of an intent resolution.

3 **Section 4.** That this resolution shall be effective immediately upon adoption by  
4 majority vote of the Commission of the Village of Biscayne Park, Florida.

5

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

7

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

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9

10

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

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

11

Vice Mayor Ross: \_\_\_\_\_

12

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

13

Attest:

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

14

Commissioner Watts: \_\_\_\_\_

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

17

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Approved as to form:

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\_\_\_\_\_  
John J. Hearn, Village Attorney

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

**Village Commission Meeting September 9, 2014**

**Date:**

**Subject:** Resolution 2014-64: Authorizing the Village Manager to execute an agreement for Lobbying Services

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

**Sponsored By:** Mayor David Coviello

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### **Background**

On March 5, 2014, the Village of Biscayne Park submitted a boundary change application to the Miami-Dade County Clerk of the Board. The Miami-Dade County Board of County Commissioners referred the application to the Planning Advisory Board (PAB) at its March 18, 2014 meeting. As required by County Code, the County staff reviewed the application and found two items that needed further attention prior to the submittal to the PAB. Those items are as follows:

1. Section 20-3 (E) requires a statement from the municipality declaring whether any enclave, as defined in Section 20-7 (A)(1)(c), borders the municipality and whether the proposed boundary changes includes such enclave.

September 9, 2014

Commission Agenda Report

Resolution 2014-64: Authorizing the Village Manager to execute an agreement for Lobbying Services

2. Section 20-3 (H) requires that if there are two-hundred fifty or more resident electors, a petition must be filed with the Clerk of the County Commission

indicating the consent of twenty (20) percent plus one (1) of the electors in the area proposed for annexation.

Once this information is received by the County staff the application will proceed to the PAB.

At its March 4, 2014 meeting the Village Commission designated Mayor Coviello as the Commission designee for annexation matter with Commissioner Ross serving as an alternate. It was also discussed at this meeting the need for a lobbyist for the annexation process as the application proceeded through the County process.

Upon receipt of the notification regarding the need for a petition in order to proceed, the Village Manager and Mayor discussed methods in which to accomplish this. At its August 13, 2014 special meeting, the Village Commission directed staff to seek proposals from firms interested in providing the Village with public relations assistance in gather the required petition signatures and assistance with presenting the application to the County Commission and County Staff.

Proposals were sought from Balsera Communications, Becker and Poliakoff, Weiss Serota Helfman Pastoriza Cole & Boniske and Ron Book, P.A. The Village received proposals from Balsera Communications and Becker and Poliakoff.

Both firms were invited to the September 9, 2014 Village Commission meeting to make a presentation.

### **Fiscal/Budget Impact**

A review of the current year budget and proposed budget has identified the funds needed for this work through salary savings.

September 9, 2014

Commission Agenda Report

Resolution 2014-64: Authorizing the Village Manager to execute an agreement for Lobbying Services

### **Staff Recommendation**

Understanding that a short-term investment is needed to ensure future long-term fiscal diversity for the Village, staff recommends that the Village Commission engage with a public relations firm for the duration of the annexation process.

### **Attachments**

- Resolution 2014-64
- Proposal from Balsera Communications dated August 5, 2014
- Proposal from Becker and Poliakoff dated September 2, 2014



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

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

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

Attest:

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

Approved as to form:

\_\_\_\_\_  
John J. Hearn, Village Attorney

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



August 5, 2014

Hon. Mayor David Coviello  
Village of Biscayne Park  
640 NE 114 Street  
Biscayne Park, FL 33161

Dear Mayor Coviello:

Thank you for the opportunity to serve the Village of Biscayne Park in advancing the Village's annexation initiative.

This letter serves as Balsera Communications' (BC) proposal to provide public affairs services to Village of Biscayne Park.

Under this proposal, BC will provide strategic consulting, government relations, political counsel, and community outreach services. BC will work with you to develop a public affairs approach that includes, but is not limited to:

- Careful review of the county rules on annexation with Village staff including a meeting with county staff
- Analysis of prior annexation work performed to ensure accuracy and complete any deficiencies
- Handle all media requests and issues dealing with annexation
- Develop a compelling message that will lead to overwhelming support which will incorporate graphic designs
- Conduct a petition drive to get the required percentage of voters to call for this to move forward
- Interaction with county annexation staff throughout the process
- Communication with county commissioners whom annexation directly impacts their district
- Our scope of work includes services to ensure proper ballot language, optimal election date selection, and the required referendum work in order to ensure the greatest opportunity for passage of the referendum

In consideration for the services provided herein, BC shall receive a total of \$54,000.00, \$24,000.00 of which would be guaranteed by the Village due to the amount and intensity of work that must be performed during the initial phase of representation. The payment will be made in monthly installments of \$5,000.00 per month (for ten (10) months), with one final payment of \$4,000.00 in month eleven (11), which will constitute the term of this Agreement. Should the process of

annexation go beyond the contracted 11 months, we will continue to work beyond the end of the contract at no additional charge except for pre-authorized expenses below.

The above-referenced fee shall not include reasonable out-of-pocket expenses incurred by BC that are pre-authorized by the Village for additional services beyond the scope of work included herein, including but not limited to direct mail, staffing a door-to-door campaign, other media, and community event/meeting costs.

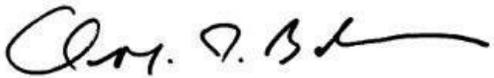
This agreement is effective August 5, 2014 and runs through the date of the successful annexation vote. If, for any reason, any part of this contract comes under dispute, requiring mediation, collection, arbitration, or litigation, at any level, then the prevailing party in the dispute shall be entitled to recover all costs associated with such dispute, including, but not limited to, reasonable attorney's fees.

This retainer agreement covers the consultant's time and effort during the agreed upon term.

Upon signature of this agreement, payment will be due immediately to BC for the first month's retainer. Thereafter, you will be invoiced monthly on the first day of each month for services and should issue payment by the fifteenth day of the month.

We look forward to a productive relationship.

Sincerely,



Alfredo J. Balsera

ACCEPTED BY:

---

*Response to  
RFP for Annexation Representation*



VILLAGE OF  
BISCAYNE PARK  
*Florida*

**September 2, 2014**

**Submitted by:**  
***Jeff P. H. Cazeau, Esq., Team Leader***  
***Jose Fuentes***  
***George Burgess***  
***Jose Bermudez***  
***Mario Bailey***

**BECKER &  
POLIAKOFF**  
Legal and Business Strategists

121 Alhambra Plaza  
10<sup>th</sup> Floor  
Coral Gables FL 33134  
305.262.4433  
[jcazeau@bplegal.com](mailto:jcazeau@bplegal.com)  
[www.bplegal.com](http://www.bplegal.com)

## *Table of Contents*

*TAB 1: Cover Letter*

*TAB 2: Summary of Experience*

*TAB 3: Team Resumes and Bios*

*TAB 4: Fee Schedule/Proposal*

*TAB 5: MAGBE Consulting Services, Inc. Information*

*TAB 6: Conclusion and Summary*

September 2, 2014

**BY HAND DELIVERY**

Village of Biscayne Park  
Heidi Shafran, AICP; Village Manager  
Village Hall  
640 NE 114th Street  
Biscayne Park, FL 33161

**Re: Village of Biscayne Park RFP for Annexation Services**

Dear Village Manager:

Becker & Poliakoff, P.A. ("the Firm") is pleased to submit this proposal to the Village of Biscayne Park ("the Village") for Annexation Representation Services in response to the Village's Request for Proposal.

The Firm is uniquely qualified to represent the Village in its annexation efforts as we currently or have in the past represented five municipalities in their annexation efforts. Our services will include preparing the petition language and working with Village and County Staff. We have teamed with MAGBE Consulting Services, Inc. ("MAGBE") to provide outreach services, signatures collection, petition gathering services and marketing. MAGBE has significant experience providing these outreach services to municipal and county governments.

The firm's Government Law & Lobbying team has been an integral practice area for 30+ years. Many of the firm's attorneys and lobbyists have long standing personal relationships with elected officials at the highest levels of Miami-Dade County and understand the inner workings of the legislative process from years of working as both inside and outside of government. Our diverse lobbying team has had great success assisting our municipal clients with:

- securing hundreds of millions of dollars in state government appropriations;
- drafting, tracking, analyzing, thousands of pieces of legislation and advising clients on how to react;
- devising legislative strategies to defeat, pass, or amend legislation;
- building coalitions and organizing grass roots campaigns;
- spearheading political campaigns and fundraising.

[www.bplegal.com](http://www.bplegal.com)

We have carefully read the RFP and understand the work to be done going forward. We are ready to hit the ground running and assist the Village of Biscayne Park's annexation's efforts.

**Our Team of Lawyers & Lobbyists**

The Becker & Poliakoff team will be led by Jeff P. H. Cazeau, Esq. and Jose Fuentes and other experienced professionals including George Burgess, Jose Bermudez, and Mario Bailey.

**Municipal Experience**

Our team of lawyers and lobbyists is known for its experience and success in lobbying on behalf of local governments. Our attorneys have successfully represented our municipal clients on numerous issues. We work regularly on municipal issues and are extremely familiar with the issues at the County and trends impacting cities in Miami-Dade County.

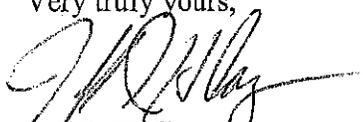
**About the Firm**

Becker & Poliakoff was founded in Miami Dade County more than forty years ago. We have been active and engaged in the legal, business, civic and political communities for over four decades. We pride ourselves on our long term client relationships with local governments and work hard to stay well-connected with important issues and organizations such as Beacon Council, Greater Miami Chamber, United Way of Miami Dade to name a few.

**Conclusion**

In summary, Becker & Poliakoff is best qualified to perform the work requested by the Village. Our team has strengths and talents that others simply don't have. It would be an honor to represent the Village. Thank you for your consideration of this proposal.

Very truly yours,



Jeff P. H. Cazeau

JPC/sy

**SUMMARY OF**  
**EXPERIENCE**

## SUMMARY OF EXPERIENCE

Becker & Poliakoff is headquartered in Ft. Lauderdale, Florida and was founded in Miami in 1973 by Alan Becker and his late partner Gary Poliakoff. Today, the firm includes 170 lawyers, lobbyists and patent and trade professionals in offices throughout Florida, New York, New Jersey, Northern Virginia and a Federal lobbying practice in Washington, DC. In addition to Government Law and Lobbying, the firm's practice groups include Condominium and HOA Law, Real Estate, International Trade & Customs, Construction, Litigation, Corporate, and Intellectual Property.

Representing local governments has become a niche practice for Becker & Poliakoff. Our team has been at the forefront of major policy issues over the last several years on behalf of our clients at all levels of government. Our "secret" formula for success is that we are obsessive about obtaining intelligence on behalf of our clients and using that knowledge to obtain positive results.

The Team assisting the Village in its annexation efforts will be led by **Jeff P. H. Cazeau**. Jeff is a lawyer and lobbyist in the Government Law and Lobbying Group and is based in our firm's Miami office. Jeff has a keen understanding of municipal clients having represented numerous municipalities and boards over the years. Jeff currently serves as the City Attorney for the City of Florida City, Florida, one of several municipalities which the firm has assisted in their annexation efforts.

Florida City's annexation efforts began in 2005 when the Florida City Commission adopted a resolution requesting that the Miami-Dade County Board of County Commissioners approve the annexation of an area known as annexation "Area D" into the municipal boundaries of the City of Florida City. In 2011, Florida City passed as second resolution requesting approval of an area known as "Area H". Since 2012, Jeff has worked closely with the City staff and in particular, the City Planner to resolve issues that have arisen with the City's application process. Jeff has had to work extensively with the Miami-Dade Election Department, Miami-Dade County Commissioners and others in an effort to resolve these issues. Jeff is very involved in local government lobbying especially in the northeastern parts of the County. This will become useful should the Village enter into negotiations with neighboring municipalities.

**Jose Fuentes** will also be assisting in representing the Village in its Annexation efforts. Jose is a well-known and well-connected lobbyist in South Florida and Tallahassee. Jose currently represents several municipalities as their lobbyist in Tallahassee. With regard to annexation, Jose has represented the Village of Virginia Garden, the City of Miami Springs, and the Town of Medley in their Annexation Agreements before Miami Dade County. In assisting these cities with their annexation efforts, Jose also indirectly represented the interests of City of Doral. He was instrumental in negotiating the "Four City Agreement" which was a pre-negotiated compromise between the four cities in order to avoid any perception of friction with regards to boundaries. This agreement was critical to obtaining support for annexation at the County since this one of the key points in presenting an application before the Board of County

Commissioners ("BCC").

Jose has also assisted our clients in preparing for the Committee Process, Planning Advisory Board ("PAB"), Sub Committees of the BCC and the BCC. Additionally, he has helped develop strategy and helped coordinate meetings with Incorporation/ Annexation staff and the Members of the Miami Dade Board of County Commissioners.

Throughout this process many strategy meetings were held in order to ensure that the cities continued to work together. This was critical as many of the Commissioners did not want to have to deal with "Cherry Picking" by the various municipalities. Our experience and know-how helped guide these cities through the full process.

**George Burgess** will also be assisting in the firm's representation of the Village. As the former Miami Dade County Manager, George's knowledge and contacts will be invaluable in the process. Under George's leadership, much of the framework for the annexation process was created and many of the individuals representing the County interests in annexation worked directly for George. George serves as the Chief Operating Officer for the firm and works closely with our Miami Dade Government Law & Lobbying team. .

There is no better testament to our success lobbying on behalf of local governments than our many long standing (10+ years) local government clients. For each of these clients, we have been renewed several times often despite difficult political circumstances, tough economic times, changing of the guard in municipal leadership, and many other complicating factors. The one constant for our local government clients is Becker & Poliakoff's representation.

**TEAM RESUMES**  
**AND**  
**BIOGRAPHIES**

## TEAM RESUMES AND BIOGRAPHIES

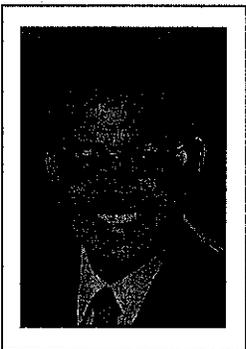


**Jeff P. H. Cazeau**, a shareholder in the Firm's Miami office, serves as the City Attorney for the City of Florida City, Florida, and represents other municipal governments and boards. Mr. Cazeau also lobbies on behalf of private clients on the state, federal and local level.

Mr. Cazeau's prior experience in representing government entities includes representing the Town of Surfside as Assistant Town Attorney, representing the City of North Miami Charter Review Committee, the City of Hialeah Housing Authority, the City of Miami Civil Service Board and the City of Miami Gardens as a Special Master and currently as the attorney for that city's Unsafe Structures Board.

Mr. Cazeau is deeply committed to community service. Throughout his career he has served on many boards and committees. He currently sits on the Board of the Miami Bayside Foundation and was recently appointed to the Black Affairs Advisory Board by Commissioner Jean Monestime.

Before attending law school, Mr. Cazeau served nine years as a commissioned officer in the United States Navy. During his naval career he held several positions including Anti-Submarine Warfare Officer, Legal Officer, and Navigator aboard USS ELLIOT (DD 967) and Politico-Military Affairs Officer at United States Southern Command (SOUTHCOM). As a Pol-Mil Officer, Mr. Cazeau served as an advisor to the Commander, USSOUTHCOM with regard to issues involving the Caribbean, particularly Haiti, Suriname and the various British, Dutch and French territories



**Jose Keichi Fuentes** is a native Floridian with a strong network of contacts and over 25 years of experience working in the government and political arenas. He is a government relations professional who represents local municipalities, other public bodies and private sector clients in environmental, infrastructure and water resources at the federal, state and local levels.

Mr. Fuentes is a Government Relations Consultant in the firm's Government Law & Lobbying Group. He previously served as Managing Partner of The Fuentes & Rodriguez Consulting Group. He is well-known in political circles as a leading provider of strategic lobbying, and business development solutions in Florida. Among others, he has represented the cities of Miami, Homestead, Miami Lakes and Miami Springs as well as All Aboard Florida, VE Restaurant Group, and AMEC

Engineering. His extensive lobbying experience at the highest level of local and state legislature in Miami-Dade County and Tallahassee has helped him pass the Florida Everglades Act, Florida Brownfields Act and Green Utilities Act. He has also secured funding for children through the CINs/FINs, and for the municipalities he represents through the allocation of major infrastructure projects.

In the past, Mr. Fuentes served as Director of Hispanic Affairs for the Cuban American Legislators from Miami-Dade County, Legislative Aide for Rep. Rudy Garcia, Director of the Office of the Speaker of the Florida House, Assistant to U.S. Senator Connie Mack, Government Liaison to the Board of County Commissioners, and Regional Director of Miami-Dade County's South Florida Water Management District.

Mr. Fuentes is committed to public service as proven through his community, civic and volunteer work. Most recently, he was appointed by Governor Rick Scott to the Board of Trustees of Miami-Dade College, the largest and most diverse college in the nation. He was also asked to serve as Chairman of the Governmental Affairs Committee of the Greater Miami Chamber of Commerce where he has played a key role in engaging the Chamber to support the High Speed Rail construction program.



**George Burgess** is the Chief Operating Officer for Becker & Poliakoff, one of the largest law firms in South Florida with offices across Florida and in New York, New Jersey, Northern Virginia and Washington, D.C. He is responsible for oversight and guidance of the Firm's business operations, including all administrative, financial, human resource, information technology, customer service and marketing activities. Mr. Burgess works closely with the Managing Shareholder and members of the Firm's Management Committee to guide the overall operations of the Firm.

Mr. Burgess co-chairs the firm's Public Private Partnerships Practice (PPP) team. Governor Rick Scott appointed Mr. Burgess to the Partnership for Public Facilities and Infrastructure Act Guidelines Task Force which will recommend guidelines for creating a uniform process for establishing public-private partnerships as directed by Florida's P3 law which took effect in July, 2013.

His vast experience in the public sector and leadership in managing PPP projects for Miami Dade County adds value and insights to clients seeking such opportunities. Prior to joining Becker & Poliakoff, in October 2011, Mr. Burgess was one of South Florida's most experienced public administrators. He served as Miami-Dade County Manager from 2003 to 2011, one of the longest tenures in County history. In that capacity, he managed the day-to-day operations of one of the largest and most sophisticated metropolitan regional governments in the United States, with nearly 30,000 employees and a budget of over \$7 billion and oversaw one of the country's most diverse local and metropolitan government service product lines in America.

Under Mr. Burgess' leadership the County experienced an unprecedented level of public infrastructure improvements. Mr. Burgess was the driving force behind numerous signature projects including the launch of the new state-of-the-art retractable roof baseball stadium for the Florida Marlins in Little Havana, the Port of Miami tunnel, and completion of the internationally acclaimed Adrienne Arsht Center for the Performing Arts. He also conceived, developed and led the campaign to secure voter approval for of the \$2.9 billion Building Better Communities General Obligation Bond Program, which has and will continue to fund literally hundreds of vital public infrastructure projects. Mr. Burgess also guided the development of the South and North Terminals at Miami International Airport, as well as the elevated people mover system and Metrorail extension connecting the airport to downtown Miami.

Prior to his appointment as County Manager, Mr. Burgess held senior roles with both the County and Miami-Dade Public Schools, the fourth largest school district in the United States.



**Jose A. Bermudez** is a member of the firm's Government Law & Lobbying team. He is a Senior Government Relations Consultant in our Coral Gables office. Jose most recently served as Special Assistant to Governor Rick Scott for the South Florida region. Jose served as liaison of the Governor's office to state agencies, and the Governor in all local governments and intergovernmental agencies

Prior to joining the office of the Governor, Jose served as Chief of Staff to the Mayor of Miami Beach, where he oversaw one of the most ambitious capital improvement programs in the City's history. This program of "Planned Progress" rebuilt streets, upgraded infrastructure such as drainage systems and water lines, renovated and rebuilt many City assets and built new facilities for parks and entertainment venues. Jose has also had the pleasure to serve in the White House Advance office under President George W. Bush and oversaw several international missions.



**Mario Bailey** is a lobbyist in the Firm's Government Law & Lobbying Practice Group. He concentrates on government relations and lobbying in South Florida and Tallahassee. Mr. Bailey works closely with clients from various sectors including business, municipal government and education to advocate for their issues before various government agencies and the state legislature. He assists in advancing his client's political and legislative interests and monitoring legislative and regulatory issues that impact their various industries.

Mr. Bailey was appointed by Governor Rick Scott to the South Florida Regional Planning Council. The 19-member Council is charged with identifying the long-term challenges and opportunities facing Southeast Florida and assisting the region's leaders in developing and implementing creative solutions. Prior to joining Becker & Poliakoff, Mr. Bailey served as the

Chief Legislative Aide to Florida State Representative Dwight M. Bullard. This experience taught him the intricacies of the legislative process, committee procedures, and helped him build strong ties to members of both parties and chambers. Mr. Bailey began his political career as a field coordinator on a congressional campaign in South Florida. Since then, he has been active in various civic and business organizations locally. He's an alumnus of the Greater Miami Chamber of Commerce's Leadership Miami Program.

**FEE SCHEDULE/**  
**PROPOSAL**

## FEE SCHEDULE / PROPOSAL

We propose a flat fee of \$3,500 a month for our services. This fee includes the following tasks:

- Preparation of the proper petition language and outreach to electors and residential property owners in the annexation area.
- Collection of signatures representing of 20% plus one of the electors in the area proposed for annexation.
- Meetings with Village and County Staff.
- Periodic presentations to Village Commission.
- Serve as a point-of-contact for all media requests and issues dealing with annexation.
- Communication with County Commission members to achieved desired annexation.

Additional expenses such as media buys, printing, postage and canvassing staff not included in project estimate. The Village will be billed separately for these costs. However, all additional costs must be preapproved by the Village.

The firm is fully capable of providing legal representation to the Village with regard to any legal issues that may arise from annexation. However, this proposal specifically excludes any legal work other than what is mentioned scope of work described above. Should the Village require legal services those services can be negotiated separately.

**MAGBE**  
**CONSULTING INC.**  
**INFORMATION**



MAGBE Consulting Services, Inc. is a woman owned minority firm, founded in 1996 with offices in Miami-Dade and Broward County.

MAGBE is highly regarded for its unique ability to customize programs that achieve our clients' objectives. The company designs and executes successful campaigns and projects that have changed public opinion and influenced behavior for Local, State and Federal clients.

MAGBE serves its clients as a trusted ally, providing services with the loyalty of a business partner and the economics of an outside vendor. The company makes sure that clients have the necessary knowledge and skills they need to run their businesses as profitable as possible, with maximum efficiency and reliability.

MAGBE services are mission critical; as a general purpose consulting services firm and provide clients the assurance that they will be there when they are needed, in other words, clients can rest, because they won't until the job is done.

MAGBE provides services in the areas of marketing, media and public information. We specialize in public involvement, grassroots outreach, neighborhood advocacy, public relations, job fairs, business minority outreach, special events & festivals, survey & market and research public opinion polling.

Another strength MAGBE possesses is their vast experience in grant, proposal & contract writing, program implementation and management services including review of monthly reports, compliance and closeout.

**Providing Reliability • Knowledge • Support**

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Biscayne Park Annexation –  
Outreach Proposal

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**Scope of Project:**

MAGBE will provide support and manage the outreach component of the project with the goal of obtaining the required petition with signatures of 20% plus one of the electors within the annexation area out of the two hundred and eighty-three (283) voters in the proposed annexation area.

**Community Outreach:**

- Design mailer/return signature post card (printing & postage not included)
- Follow up calls to all registered voters, post mailing
- Neighborhood canvassing

**Media Relations:**

- Press Releases (includes translations)
- Community Newspaper Advertising (including Ad design, Ad buys not included)
- Informational Website (design and translation)
- Informational Facebook Page
- Manage media inquiries

**Governmental Outreach Support:**

- Design and prepare briefing packages for elected officials and others

*Additional expenses such as media buys, printing, postage and canvassing staff not included in project estimate.*

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**CONCLUSION AND**  
**SUMMARY**

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## CONCLUSION AND SUMMARY

Becker & Poliakoff, P.A. has the experience, know-how and contacts to effectively represent The Village of Biscayne Park in its annexation efforts. Our experience representing other municipalities in similar efforts provides us with enormous insights, knowledge and understanding of the issues affecting annexation in Miami-Dade County. We understand the process, we know the people. There is no learning curve.

Becker & Poliakoff proposes to provide the City with tremendous value. Normally, the tasks proposed by the Village would be accomplished by 2 or more consultants. We understand the City must control its costs so our monthly fee includes the fees that will be paid to MAGBE Consulting, a firm uniquely qualified to provide outreach services to the Village.

In conclusion, we look forward to the opportunity to meet personally with Village officials to discuss this proposal and the creative ideas we have to make annexation a reality for the Village of Biscayne Park. We are energized and prepared to do the job.

---

## Heidi Shafran

---

**From:** Cazeau, Jeff <JCazeau@bplegal.com>  
**Sent:** Thursday, September 04, 2014 12:37 PM  
**To:** Heidi Shafran  
**Cc:** Fuentes, Jose  
**Subject:** RE: Biscayne Park Proposal

Heidi, Thank you for your email and the opportunity to clarify some items from our proposal.

1. Does MAGBE have experience with annexations?

MAGBE does not have experience specifically with annexation. However, the firm is experienced in all areas of community outreach. Their past experience includes similar scopes working with FDOT design and construction projects where neighborhood canvassing, door to door information visits and signature collecting were part of the scope.

2. How many months do you estimate your effort to take;

We divided the scope of work described in the RFP into two parts. Lobbying and Outreach/Signature collection. With regard to collection of signatures, we believe it will take approximately 1 to 3 months. We believe that the lobbying efforts in support of annexation will take longer.

and

3. Are you willing to propose a maximum cap for the fee?

Yes. Our fee is based on a 12 month period and includes both Lobbying and Outreach components. We are definitely open to a cap or other arrangements.

### Jeff P. H. Cazeau

Shareholder

Alhambra Towers | 121 Alhambra Plaza, 10th Floor | Coral Gables, FL 33134

Tel: 305.262.4433 | [E-Mail](#)

[Website](#)

**BECKER &  
POLIAKOFF**



The Becker & Poliakoff **Client CARE Center** is available for questions, concerns and suggestions. Please contact us at 954.364.6090 or via email at [CARE@bplegal.com](mailto:CARE@bplegal.com).

**From:** Heidi Shafran [<mailto:villagemanager@biscayneparkfl.gov>]

**Sent:** Wednesday, September 03, 2014 10:57 AM

**To:** Cazeau, Jeff

**Cc:** Fuentes, Jose

**Subject:** Biscayne Park Proposal

Jeff,

Thank you for your proposal. I have some questions:

1. Does MAGBE have experience with annexations?

2. How many months do you estimate your effort to take; and
3. Are you willing to propose a maximum cap for the fee?

I would like to encourage you to attend our Tuesday September 9<sup>th</sup> Village Commission meeting and be prepared to present a quick (3-5 minute) summary for your proposal. The meeting is at 7PM at the Ed Burke Recreation Center at 11400 NE 9 Court.

Thank you,  
Heidi

*Heidi Shafran, AICP  
Village Manager*

*Transparency, Integrity & Professionalism*

*Village Hall  
640 NE 114th Street  
Biscayne Park, FL 33161  
305 899 8000 – Phone  
305 891 7241 – Fax  
[villagemanager@biscayneparkfl.gov](mailto:villagemanager@biscayneparkfl.gov)  
[www.biscayneparkfl.gov](http://www.biscayneparkfl.gov)*

*"My mission in life is not merely to survive, but to thrive; and to do so with some passion, some compassion, some humor, and some style" — Maya Angelou*

Please print only if necessary.

The Village of Biscayne Park is a public entity subject to Chapter 119 of the Florida Statutes concerning public records. E mail messages are covered under such laws and thus subject to disclosure. All e-mail sent and received is captured by our servers and kept as a public record.



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

**Village Commission Meeting Date:** September 9, 2014

**Subject:** Back Up Information for all agenda items

**Prepared By:** Commissioner Bob Anderson

**Sponsored By:** Commission

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### **Background:**

In the past few months there have been several items on the agenda with no back-up information. As a result it is difficult to figure out exactly what is being brought forward. Members of the public who may want to comment are at a disadvantage. Commissioners can't come prepared for discussion which then adds to the length of the meeting.

### **Fiscal/Budget Impact:**

None

### **Recommendation:**

Require back-up information for all agenda items. If there is no back-up information that item is not placed on the agenda.



# Village of Biscayne Park Commission Agenda Report

**Village Commission Meeting Date:** September 9, 2014

**Subject:** Potential Funding for Development of Village Commons Through FRDAP

**Prepared By:** Vice Mayor Roxanna Ross

**Sponsored By:** Commission

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## BACKGROUND

The Village values and considers community medians, park and greenways an integral resource and asset that contributes positively to the quality of life in the Village. The Village plans to develop vacant land for an annex building to house Village Hall and restore the historic Log Cabin for community functions and meetings. Developing the surrounding areas, and connecting the new municipal annex with existing greenspace east of the Log Cabin and would provide a more complete Village Commons to be used as a passive park, for reflection of nature and art, and for peaceful community gatherings.

The Florida Department of Environmental Protection (FDEP) has recently updated its regulations and criteria for the Florida Recreation Development Assistance Program (FRDAP). FDEP estimates that the next cycle for submitting 2015-2016 applications to FRDAP will open in October 2014.

The Village has in the past benefited from FRDAP grants, which were offered at no match for up to \$50,000, and escalating match percentages above \$50,000. FRDAP funding was utilized to enhance community facilities at the Ed Burke Recreation Center, including the attached pavilion. The enhancements are very popular, often used and much appreciated in the community.

FRDAP is an ideal funding opportunity to help achieve the goal of completing the Village Commons.

## FISCAL / BUDGET IMPACT

Pending review of the updated regulations, no budgetary outlay is required for grants applications below \$50,000; proportionately incremental contributions will likely be required for grants between \$50,000 and \$200,000.

**September 9, 2014**

**Commission Agenda Report**

**Potential Funding for Development of Village Commons through FRDAP**

## **RECOMMENDATION**

This proposal recommends that the Village Manager or her designee review the revised regulations and criteria of FRDAP; develop a plan and budget to complete the Village Commons; and prepare an application for funding through FRDAP. The Manager may consult with appropriate Village Boards or outside professionals within the approved budget and regulations.

## **ATTACHMENTS**

- FRDAP Program
- FRDAP FAQ
- 2014-15 Priority List



- Programs**
- » Parks Home
  - » Northwest
  - » Northeast
  - » Central
  - » Southwest
  - » Southeast
  - » News



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## Land and Recreation Grant Programs

# Program Announcements - FRDAP

### Submission Cycle

Please be aware that we are currently revising the FRDAP Administrative Rule. Until this revision has been approved by the state's Joint Administrative Procedures Committee (JAPC), we will not have an established date for the next submission cycle. We are estimating that the cycle will be sometime in October 2014 and as soon as we know we will publish that information here on our website. In the meantime, if you want to see what the new FRDAP application/criteria consists of you may look below at the **Proposed Rule Changes** under **Evaluation Criteria**. The application will not change substantially from last years and will mostly be welcomed, minor changes. If you have further questions, please contact us either by phone or email.

### Announcement of Proposed Rule Change for the Florida Recreation Development Assistance Program (FRDAP)

The Florida Recreation Development Assistance Program has notice of proposed rule amendments for the Administrative Rule, Chapter 62D-5, F.A.C., including Rules 62D-5.053 through 62D-5.059, F.A.C., to revise and update definitions, scoring criteria, grant administrative details, and to clarify any ambiguities due to evolving program changes.

### [PROPOSED RULES CHANGES](#)

#### CONTACT:

The person to be contacted regarding the proposed rule development and to [receive a copy of the preliminary draft](#) at no charge, is: Linda Reeves, 3800 Commonwealth Boulevard, Mail Station 585, Tallahassee, Florida 32399-3000, (850)245-2702, [Linda.Reeves@dep.state.fl.us](mailto:Linda.Reeves@dep.state.fl.us).

## Grants Overview

The Land and Recreation Grants staff administers grants to local governments through the Florida Recreation Development Assistance Program (**FRDAP**) and the Land and Water Conservation Fund (**LWCF**). These are competitive, reimbursement grant programs which provide financial assistance for acquisition or development of land for public outdoor recreation. Eligible participants include all county governments, municipalities in Florida and other legally constituted local governmental entities, with the responsibility for providing outdoor recreational sites and facilities for the general public. For more program information view the facts about FRDAP and LWCF in the Program information listed below.

## Contact Information

Department of Environmental Protection, Land and Recreation Grants, Mail Station #585, 3900 Commonwealth Boulevard, Tallahassee, FL 32399-3000. For more information, call (850) 245-2501 or email either [mary.ann.lee@dep.state.fl.us](mailto:mary.ann.lee@dep.state.fl.us) or [angie.bright@dep.state.fl.us](mailto:angie.bright@dep.state.fl.us).

## Florida Recreation Development Assistance Program

The FRDAP is a state competitive grant program that provides financial assistance to local governments to develop and/or acquire land for public outdoor recreational purposes the maximum grant request is \$200,000.

### Priority List

[2014-2015 FRDAP Priority List \(pdf - 277kb\)](#)

The Governor has signed the 2014-2015 budget that gives \$2,479,820.00 for the FRDAP grants. Proviso language determined that the money was to fund all of the Small Development category applications, those projects \$50,000.00 or less. There are 51 projects and they maybe viewed on this Priority List.

» [Administrative Rule](#)

» [Facts about FRDAP](#)

» **Administrative Forms**

- » Commencement Checklist ([DOC](#) 108 KB) ([PDF](#) 31 KB)
- » Commencement Certification ([DOC](#) 99 KB) ([PDF](#) 27 KB)
- » Project Status Report ([DOC](#) 49 KB) ([PDF](#) 14 KB)
- » Financial Reporting Procedures ([DOC](#) 32 KB) ([PDF](#) 16 KB)
- » Completion Documentation Checklist ([DOC](#) 112 KB) ([PDF](#) 30 KB)
- » Park Inventory Form ([PDF](#) 1 MB)
- » Completion Certification Form ([DOC](#) 46 KB) ([PDF](#) 14 KB)
- » Sample Sign ([DOC](#) 29 KB) ([PDF](#) 25 KB)
- » REDI Waiver Form ([DOC](#) 27 KB) ([PDF](#) 11 KB)
- » Notice of Limitation of Use ([DOC](#) 25 KB) ([PDF](#) 12 KB)

» **Reimbursement Forms**

- » Reimbursement Checklist ([DOC](#) 45 KB) ([PDF](#) 12 KB)
- » Actual Cost Contract Payment Request ([DOC](#) 47 KB) ([PDF](#) 21 KB)
- » Contractual Services Purchase Schedule ([DOC](#) 47 KB) ([PDF](#) 14 KB)
- » Grantee Labor Cost Schedule ([DOC](#) 13 KB) ([PDF](#) 13 KB)
- » Direct Material Purchases Schedule ([DOC](#) 47 KB) ([PDF](#) 13 KB)
- » Equipment Cost Schedule ([DOC](#) 13 KB) ([PDF](#) 13 KB)
- » Grantee Stock Material Cost Schedule ([DOC](#) 13 KB) ([PDF](#) 13 KB)

## Land and Water Conservation Fund

The LWCF is a federal competitive program which provides grants for acquisition or development of land for public outdoor recreation use. The matching ratio is one applicant dollar to one federal dollar for all grant awards (50% / 50%). The maximum grant request is \$200,000.

LWCF 2013-2014 Application submission cycle was held from February 17-28, 2014. The deadline for all application submittals was February 28, 2014. The priority list has been developed and approved by the State and is now pending approval by the Office of Interior, National Park Service. Award notifications will be forthcoming as well as additional requests for more information if applicable. Upon federal approval the monetary amount listed in the LWCF 2013-2014 Priority List (listed below) is subject to change.

### Land and Water Conservation Fund (LWCF) - Outdoor Recreation Legacy Partnership Program

Application Submission Cycle - Closed Friday, August 1, 2014

The National Park Service has a new national competitive grant program under the Land and Water Conservation Fund (LWCF) State and Local Assistance Program as a result of a specific directive by Congress included in the 2014 Appropriations Bill. A \$3 million funding opportunity announcement for the National Land and Water Conservation Fund Outdoor Recreation Legacy Partnership Program.

Eligibility Criteria:

[Click here to read](#) more about the funding opportunity and to learn about the [specific requirements](#) of the Outdoor Recreation Legacy Partnership Program.

» **LWCF Priority List**

- » 2013-2014 LWCF Combined Applicant Priority List (revised) as a PDF File ([PDF](#) 463 KB)

» [Administrative Rule](#)

» [Facts about LWCF](#)

» **Administrative Forms**

- » LWCF Manual ([PDF](#) 540 KB)
- » Commencement Checklist ([DOC](#) 40 KB) ([PDF](#) 23 KB)
- » Boundary Map Requirements ([DOC](#) 45 KB) ([PDF](#) 11 KB)
- » Commencement Certification ([DOC](#) 98 KB) ([PDF](#) 29 KB)
- » Uniform Federal Appraisal Requirements ([PDF](#) 1.9 MB)
- » Project Status Report ([DOC](#) 49 KB) ([PDF](#) 14 KB)
- » Certification of Manual Possession ([DOC](#) 28 KB) ([PDF](#) 10 KB)
- » Financial Reporting Procedures ([DOC](#) 32 KB) ([PDF](#) 16 KB)
- » Completion Documentation Checklist ([DOC](#) 111 KB) ([PDF](#) 34 KB)

- » Project Completion Certification Form ([DOC](#) 47 KB) ([PDF](#) 14 KB)
- » Sample Sign ([DOC](#) 56 KB)
- » Notice of Limitation of Use ([DOC](#) 25 KB) ([PDF](#) 12 KB)
- » FPS-048 Clearinghouse Checklist ([PDF](#) 11 KB)
- » [Clearing House Checklist Forms](#)
- » Project Narrative Requirement ([PDF](#) 51 KB)
  - Active Sample Narrative ([PDF](#) 1.4 MB)
  - Passive Sample Narrative ([PDF](#) 1.5 MB)
- » Environmental Assessment Requirements ([PDF](#) 66 KB)
  - Active Sample Assessment ([PDF](#) 1.1 MB)
  - Passive Sample Assessment ([PDF](#) 1.4 MB)
- » LCWF Park Inventory Form ([PDF](#) 43 KB)

» **Reimbursement Forms**

- » Reimbursement Checklist ([DOC](#) 45 KB) ([PDF](#) 12 KB)
- » Actual Cost Contract Payment Request ([DOC](#) 47 KB) ([PDF](#) 21 KB)
- » Contractual Services Purchase Schedule ([DOC](#) 47 KB) ([PDF](#) 14 KB)
- » Grantee Labor Cost Schedule ([DOC](#) 13 KB) ([PDF](#) 13 KB)
- » Direct Material Purchases Schedule ([DOC](#) 47 KB) ([PDF](#) 13 KB)
- » Equipment Cost Schedule ([DOC](#) 13 KB) ([PDF](#) 13 KB)
- » Grantee Stock Material Cost Schedule ([DOC](#) 13 KB) ([PDF](#) 13 KB)

» **LWCF Sign Logo**

- » LWCF Black & White Logo



- ([JPG](#) 4.5 KB)
- ([GIF](#) 2.6 KB)
- ([EPS](#) 217 KB)



- » LWCF Color Logo
- ([JPG](#) 5.4 KB)
- ([GIF](#) 3.3 KB)
- ([EPS](#) 216 KB)

- » LWCF Logo Terms of Use ([PDF](#) 74KB)

» **History**

- » LWCF History Report by County ([XLS](#) 20 KB) ([PDF](#) 542 KB)

## Helpful Tools:

- » Florida Statewide Comprehensive Outdoor Recreation Plan - [SCORP](#)

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**Land and Recreation Grants**

**What is FRDAP?**

FRDAP is a competitive program which provides grants for acquisition or development of land for public outdoor recreation use or to construct or renovate recreational trails.

**How is FRDAP Administered?**

Florida's Department of Environmental Protection (DEP) administers the program according to Florida Statute and Administrative Code.

**Who May Apply for FRDAP Funds?**

Municipal and county governments or other legally constituted entities with the legal responsibility to provide public outdoor recreation.

**How Do I Apply?**

Applicants must submit a completed FRDAP Grant Application during an announced submission period. Applicants may submit up to two applications during the submission period. Applications must involve only one project site except for acquisition or development of sandy beach access.

**What is the Maximum Grant Amount?**

The maximum grant amount is \$200,000.

**What are the Match Requirements?**

The local match requirement depends on the total project cost:

Total Project, Cost FRDAP Grant, Local Match

\$50,000 or less, 100%, 0%

\$50,001 - 150,000, 75%, 25%

Over \$150,000, 50%, 50%

**What Can I Use to Match a FRDAP Grant?**

\* Cash \* Value of undeveloped land owned by applicant (subject to conditions) \* In-kind services

**How are FRDAP Grants Awarded?**

Each application is reviewed to determine eligibility. Staff evaluates each eligible application according to Florida Administrative Code and assigns a final score. Based on the scores, DEP prepares and submits a recommended priority list to the Florida Legislature for funding consideration.

**Where Do I Get More Information?**

Department of Environmental Protection  
Land and Recreation Grants  
3900 Commonwealth Boulevard, Mail Station #585  
Tallahassee, Florida 32399-3000  
Phone: 850/245-2501  
Fax: 850/245-3038

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DEPARTMENT OF ENVIRONMENTAL PROTECTION  
 DIVISION OF RECREATION AND PARKS  
 FLORIDA RECREATION DEVELOPMENT ASSISTANCE PROGRAM

**COMBINED APPLICANT PRIORITY LIST**

FISCAL YEAR 2014-2015

FUNDS AVAILABLE

\$0

**LARGE PROJECTS FUND - ACQUISITION - \$0**

RANK	APPLICANT	COUNTY	PROJECT	SCORE	TIE BREAKER	AMOUNT REQUESTED	AMOUNT RECOMMENDED	CUMULATIVE AMOUNT
1	City of Doral	Dade	Downtown Park Triangle Annex	91	0	\$200,000	\$0	\$0
<b>Total</b>						<b>\$200,000</b>	<b>\$0</b>	

**SMALL PROJECTS FUND - DEVELOPMENT - \$0**

RANK	APPLICANT	COUNTY	PROJECT	SCORE	TIE BREAKER	AMOUNT REQUESTED	AMOUNT RECOMMENDED	CUMULATIVE AMOUNT
1	Taylor County	Taylor	Hodges Park	101	0	\$50,000	\$0	\$0
2	City of Umatilla	Lake	Larkin Park, Ph I	99	0	\$50,000	\$0	
3	City of Bonifay	Holmes	Middlebrooks Park	97	0	\$50,000	\$0	
4	Town of Lake Clarke Shores	Palm Beach	Community Park, Ph IV	96	0	\$50,000	\$0	
5	City of Marianna	Jackson	MERE Complex	95	0	\$50,000	\$0	
6	City of Port St. Joe	Gulf	Benny Roberts Sports Park	94	1	\$50,000	\$0	
7	Village of Key Biscayne	Dade	Village Green	94	2	\$50,000	\$0	
8	Madison County	Madison	Cherry Lake Beach	91	1	\$50,000	\$0	
9	City of Wildwood	Sumter	MLK Park	91	2	\$50,000	\$0	
10	Town of Astatula	Lake	Joe Swaffar Park, Ph II	90	1	\$50,000	\$0	
11	Liberty County	Liberty	River Park, Ph I	90	2	\$50,000	\$0	
12	Town of Greensboro	Gadsden	Town Park	89	1	\$50,000	\$0	
13	City of Wildwood	Sumter	Millennium Park	89	2	\$50,000	\$0	
14	Calhoun County	Calhoun	Sam Atkins, Ph V	87	1	\$50,000	\$0	
15	City of Lake Butler	Union	Lakeside Park	87	2	\$50,000	\$0	
16	City of Lake Butler	Union	Westside Park	87	3	\$50,000	\$0	
17	Town of Southwest Ranches	Broward	Calusa Corners Park	86	1	\$50,000	\$0	
18	Town of Baldwin	Duval	Community Center Park	86	2	\$50,000	\$0	
19	City of Keystone Heights	Clay	Theme Park	84	1	\$33,050	\$0	
20	City of Live Oak	Suwannee	Heritage Park & Gardens	84	2	\$50,000	\$0	
21	Town of McIntosh	Marion	Van Ness Park	83	1	\$50,000	\$0	
22	Port St. Joe Redevelopment Agency	Gulf	Washington High School Complex	83	2	\$50,000	\$0	

SMALL PROJECTS FUND - DEVELOPMENT - \$0

RANK	APPLICANT	COUNTY	PROJECT	SCORE	TIE BREAKER	AMOUNT REQUESTED	AMOUNT RECOMMENDED	CUMULATIVE AMOUNT
23	Town of Indialantic	Brevard	Orlando Park	83	3	\$50,000	\$0	\$0
24	Town of Howey-in-the-Hills	Lake	Central Park	80	0	\$50,000	\$0	
25	City of Archer	Alachua	Holly Hills Tot Lot Park	78	1	\$50,000	\$0	
26	City of Chattahoochee	Gadsden	Palm Street Park	78	2	\$50,000	\$0	
27	City of Mulberry	Polk	Spence Field Park	77	1	\$50,000	\$0	
28	City of Alachua	Alachua	Hal Brady Recreation Complex	77	2	\$48,575	\$0	
29	City of Miami Springs	Dade	Prince Field	76	1	\$10,695	\$0	
30	Brevard County	Brevard	Bernice G. Jackson Park	76	2	\$50,000	\$0	
31	City of Lake Wales	Polk	Kiwanis Park	76	3	\$50,000	\$0	
32	City of Mulberry	Polk	Centennial Park	76	4	\$50,000	\$0	
33	City of Lake Worth	Palm Beach	North West Park	75	1	\$50,000	\$0	
34	City of Fernandina Beach	Nassau	Central Park Tennis Courts	75	2	\$50,000	\$0	
35	Gadsden County	Gadsden	Rosedale Community Park	74	1	\$50,000	\$0	
36	Franklin County	Franklin	Vrooman Park	74	2	\$50,000	\$0	
37	Town of Century	Escambia	Showalter Park Playground	72	0	\$50,000	\$0	
38	City of Gretna	Gadsden	Sandlot Park	71	1	\$50,000	\$0	
39	Town of Penney Farms	Clay	Penney Farms Tennis Courts	71	2	\$50,000	\$0	
40	City of South Miami	Dade	Fuchs Park	70	0	\$50,000	\$0	
41	City of Ocala	Marion	Chazal Park	69	0	\$50,000	\$0	
42	City of Plantation	Broward	Plantation Woods Park	66	0	\$50,000	\$0	
43	Pasco County	Pasco	Boy Scout Preserve	65	0	\$50,000	\$0	
44	City of Ocala	Marion	Toms Park	63	0	\$50,000	\$0	
45	Brevard County	Brevard	Erna Nixon Park	62	0	\$50,000	\$0	
46	Town of Hypoluxo	Palm Beach	Overlook Park	61	0	\$50,000	\$0	
47	City of Melbourne	Brevard	Brothers Park	60	0	\$50,000	\$0	
48	City of Polk City	Polk	Polk City Central Courts	59	0	\$50,000	\$0	
49	St. Lucie County	St Lucie	Blind Creek Park	56	1	\$50,000	\$0	
50	Town of Hypoluxo	Palm Beach	Town Hall Park	56	2	\$50,000	\$0	
51	City of Blountstown	Calhoun	Lake Hilda Park	55	0	\$37,500	\$0	
<b>Total</b>						<b>\$2,479,820</b>	<b>\$0</b>	

LARGE PROJECTS FUND - DEVELOPMENT - \$0

RANK	APPLICANT	COUNTY	PROJECT	SCORE	TIE BREAKER	AMOUNT REQUESTED	AMOUNT RECOMMENDED	CUMULATIVE AMOUNT
1	City of Lakeland	Polk	Northeast Park, Ph I	111	0	\$200,000	\$0	\$0
2	City of Oviedo	Seminole	Round Lake Park	109	1	\$200,000	\$0	

## LARGE PROJECTS FUND - DEVELOPMENT -

\$0

RANK	APPLICANT	COUNTY	PROJECT	SCORE	TIE BREAKER	AMOUNT REQUESTED	AMOUNT RECOMMENDED	CUMULATIVE AMOUNT
3	Town of Welaka	Putnam	James E. King, Jr. Trail	109	2	\$200,000	\$0	\$0
4	City of Palatka	Putnam	Riverfront Park, Ph I	109	3	\$200,000	\$0	
5	City of Palatka	Putnam	Riverfront Park, Ph II	109	4	\$200,000	\$0	
6	City of Sunny Isles Beach	Dade	Gateway Park	109	5	\$200,000	\$0	
7	City of Parkland	Broward	Pine Trail Community Park, Ph V	106	1	\$200,000	\$0	
8	City of Clearwater	Pinellas	McMullen Tennis Complex	106	2	\$200,000	\$0	
9	City of Fellsmere	Indian River	HCJ Stormwater Park	106	3	\$200,000	\$0	
10	Palm Beach County	Palm Beach	John Prince Memorial Park, Ph II	106	4	\$200,000	\$0	
11	City of Lakeland	Polk	Northeast Park, Ph II	106	5	\$200,000	\$0	
12	Indian Trail Improvement District	Palm Beach	Acreage Community Park, Ph II	105	1	\$200,000	\$0	
13	City of St. Marks	Wakulla	St. Marks Bike Trail Park, Ph I	105	2	\$200,000	\$0	
14	City of Parkland	Broward	Pine Trail Community Park, Ph IV	104	1	\$200,000	\$0	
15	City of Longwood	Seminole	Candyland Park, Ph I	104	2	\$200,000	\$0	
16	City of Longwood	Seminole	Candyland Park, Ph II	104	3	\$112,500	\$0	
17	City of Fellsmere	Indian River	Little League Park	104	4	\$112,500	\$0	
18	Orange County	Orange	Independence Neighborhood Park	104	5	\$200,000	\$0	
19	Indian Trail Improvement District	Palm Beach	Acreage Community Park, Ph I	103	1	\$200,000	\$0	
20	City of St. Marks	Wakulla	St. Marks Bike Trail Park, Ph II	103	2	\$200,000	\$0	
21	Town of Hilliard	Nassau	Town Hall Park, Ph I	102	0	\$200,000	\$0	
22	Port LaBelle CDD	Hendry	Collingswood Park	101	1	\$200,000	\$0	
23	Port LaBelle CDD	Glades	Birchwood Park	101	2	\$200,000	\$0	
24	Jackson County	Jackson	Cypress Community Park, Ph I	101	3	\$200,000	\$0	
25	City of Sanford	Alachua	Academy Manor	101	4	\$200,000	\$0	
26	City of LaBelle	Hendry	Barron Park	101	5	\$200,000	\$0	
27	City of Crescent City	Putnam	Eva Lyons Park	101	6	\$200,000	\$0	
28	City of Orlando	Orange	Lake Fairview Park	101	7	\$200,000	\$0	
29	Putnam County	Putnam	Georgetown Riverfront Park, Ph I	101	8	\$200,000	\$0	
30	Town of Hilliard	Nassau	Oxford Street Park, Ph IV	101	9	\$200,000	\$0	
31	City of Wilton Manors	Broward	Colohatchee Park	101	10	\$112,500	\$0	
32	City of Chipley	Washington	PALS Park, Ph VI	101	11	\$200,000	\$0	
33	City of Chipley	Washington	PALS Park, Ph VII	101	12	\$200,000	\$0	
34	Palm Beach County	Palm Beach	Okeeheelee Park South	101	13	\$200,000	\$0	
35	City of Green Cove Springs	Clay	Spring Park, Ph VI	101	14	\$112,500	\$0	

LARGE PROJECTS FUND - DEVELOPMENT -

\$0

RANK	APPLICANT	COUNTY	PROJECT	SCORE	TIE BREAKER	AMOUNT REQUESTED	AMOUNT RECOMMENDED	CUMULATIVE AMOUNT
36	City of Marianna	Jackson	Wynn Street Park	101	15	\$200,000	\$0	\$0
37	City of Green Cove Springs	Clay	Vera Francis Hall Park, Ph V	100	0	\$112,500	\$0	
38	City of Oviedo	Seminole	Oviedo Sports Complex	99	1	\$200,000	\$0	
39	Town of Altha	Calhoun	Altha Park, Ph IV	99	2	\$200,000	\$0	
40	Town of Altha	Calhoun	Altha Park, Ph V	99	3	\$200,000	\$0	
41	City of Williston	Levy	Cornelius Williams Park, Ph II	99	4	\$200,000	\$0	
42	City of Hawthorne	Alachua	Little Orange Creek Nature Park, Ph I	99	5	\$112,500	\$0	
43	Town of Pomona Park	Putnam	Morgan Park	99	6	\$200,000	\$0	
44	Town of White Springs	Hamilton	Willie Guy Turner Park	99	7	\$200,000	\$0	
45	City of Madison	Madison	Lanier Field Recreation Area Park, Ph IV	99	8	\$200,000	\$0	
46	City of Homestead	Dade	Mayor Roscoe Warren Municipal Park, Ph I	98	1	\$200,000	\$0	
47	St. Johns County	St Johns	Nocatee Preserve	98	2	\$160,000	\$0	
48	City of Key West	Monroe	Truman Waterfront, Ph I	98	3	\$200,000	\$0	
49	City of Winter Springs	Seminole	Central Winds Park, Ph I	97	1	\$200,000	\$0	
50	City of Homestead	Dade	Mayor Roscoe Warren Municipal Park, Ph II	97	2	\$200,000	\$0	
51	City of Sanford	Seminole	Coastline Park	97	3	\$200,000	\$0	
52	City of New Port Richey	Pasco	Multi-Use Trail Riverwalk, Ph I	97	4	\$200,000	\$0	
53	Hendry County	Hendry	Regional Sports Complex, Ph II	97	5	\$200,000	\$0	
54	Town of Branford	Suwannee	Hatch Park, Ph III	97	6	\$200,000	\$0	
55	City of Hollywood	Broward	Henry Graham Park	97	7	\$150,000	\$0	
56	City of Winter Springs	Seminole	Central Winds Park, Ph II	96	1	\$200,000	\$0	
57	Village of Virginia Gardens	Dade	Athletic Complex, Ph II	96	2	\$112,500	\$0	
58	Gilchrist County	Gilchrist	Hart Springs Recreation Facility, Ph I	96	3	\$200,000	\$0	
59	Gilchrist County	Gilchrist	Hart Springs Recreational Facility, Ph II	96	4	\$200,000	\$0	
60	City of Umatilla	Lake	Cadwell Park, Ph I	96	5	\$112,500	\$0	
61	Town of Greenwood	Jackson	Community Park, Ph IV	95	1	\$200,000	\$0	
62	City of Williston	Levy	Cornelius Williams Park, Ph III	95	2	\$200,000	\$0	
63	Village of Virginia Gardens	Dade	Athletic Complex, Ph I	95	3	\$112,500	\$0	
64	City of Boynton Beach	Palm Beach	Congress Avenue Barrier-Free Park, Ph III	95	4	\$200,000	\$0	
65	Town of Callahan	Nassau	Ewing Park, Ph III	95	5	\$200,000	\$0	
66	Town of Callahan	Nassau	Ewing Park, Ph IV	95	6	\$200,000	\$0	
67	City of Cooper City	Broward	Cooper City Sports Complex, Ph I	94	1	\$112,500	\$0	
68	City of Cooper City	Broward	Cooper City Sports Complex, Ph II	94	2	\$112,500	\$0	

LARGE PROJECTS FUND - DEVELOPMENT - \$0

RANK	APPLICANT	COUNTY	PROJECT	SCORE	TIE BREAKER	AMOUNT REQUESTED	AMOUNT RECOMMENDED	CUMULATIVE AMOUNT
69	City of New Port Richey	Pasco	Multi-Use Trail Riverwalk, Ph II	94	3	\$200,000	\$0	\$0
70	City of Port Orange	Volusia	West Side Sports Complex, Ph I	94	4	\$200,000	\$0	
71	City of Avon Park	Highlands	Lake Tulane Park	94	5	\$150,000	\$0	
72	City of Lauderhill	Broward	Sports Park	94	6	\$200,000	\$0	
73	City of Fort Meade	Polk	Outdoor Recreation Area, Ph I	94	7	\$200,000	\$0	
74	Town of Bay Harbor	Dade	98th Street Neighborhood Park	94	8	\$200,000	\$0	
75	Village of Wellington	Palm Beach	Tennis Complex, Ph II	93	1	\$200,000	\$0	
76	City of LaBelle	Hendry	Regional Sports Park Complex	93	2	\$200,000	\$0	
77	City of Cape Canaveral	Brevard	Banana River Park	93	3	\$188,270	\$0	
78	Clay County	Clay	Moody Avenue Park	93	4	\$100,000	\$0	
79	Town of Caryville	Washington	West E.A. Hodges Park, Ph I	92	1	\$200,000	\$0	
80	Santa Rosa County	Santa Rosa	Navarre Park	92	2	\$112,500	\$0	
81	Town of Astatula	Lake	Joe Swaffar Park, Ph I	92	3	\$112,500	\$0	
82	Village of Wellington	Palm Beach	Tennis Complex, Ph I	92	4	\$200,000	\$0	
83	City of Sunny Isles Beach	Dade	Intracoastal Park	92	5	\$200,000	\$0	
84	City of Carrabelle	Franklin	Sands Park, Ph III	91	1	\$200,000	\$0	
85	Suwannee County	Suwannee	Soccer Complex, Ph II	91	2	\$200,000	\$0	
86	City of Belle Glade	Palm Beach	Hand Park	91	3	\$200,000	\$0	
87	City of Hawthorne	Alachua	Hawthorne Athletic Park, Ph II	91	4	\$112,500	\$0	
88	City of Graceville	Jackson	Tiger Park, Ph III	91	5	\$200,000	\$0	
89	City of Graceville	Jackson	James A. Martin Sports Complex, Ph III	91	6	\$200,000	\$0	
90	Wakulla County	Wakulla	Community Center Park, Ph I	91	7	\$200,000	\$0	
91	City of Avon Park	Highlands	Durrah Martin Field	91	8	\$130,000	\$0	
92	City of Madison	Madison	Sumpter A. James Jr. Park	91	9	\$200,000	\$0	
93	City of Doral	Dade	Northwest 114th Avenue Park	90	1	\$200,000	\$0	
94	Liberty County	Liberty	River Park, Ph II	90	2	\$200,000	\$0	
95	City of South Daytona	Volusia	Ned Wagner Park	90	3	\$200,000	\$0	
96	Town of Noma	Holmes	Noma Town Park, Ph VII	89	1	\$200,000	\$0	
97	Town of Noma	Holmes	Noma Town Park, Ph VIII	89	2	\$200,000	\$0	
98	City of Hampton	Bradford	Bobbie Shepherd Park, Ph II	89	3	\$200,000	\$0	
99	City of High Springs	Alachua	Catherine Taylor Park, Ph I	89	4	\$112,500	\$0	
100	Town of Wausau	Washington	George M. Rogers Rec. Complex, Ph III	89	5	\$200,000	\$0	
101	Town of Wausau	Washington	Possum Palace Park, Ph IV	89	6	\$200,000	\$0	
102	Calhoun County	Calhoun	Mossy Pond Park, Ph I	89	7	\$200,000	\$0	

LARGE PROJECTS FUND - DEVELOPMENT - \$0

RANK	APPLICANT	COUNTY	PROJECT	SCORE	TIE BREAKER	AMOUNT REQUESTED	AMOUNT RECOMMENDED	CUMULATIVE AMOUNT
103	Town of Jupiter	Palm Beach	South Jupiter Community Park, Ph II	89	8	\$200,000	\$0	\$0
104	Town of Ponce de Leon	Holmes	Danny Bird Ball Park, Ph IV	89	9	\$200,000	\$0	
105	Town of Bell	Gilchrist	Bell Town Park, Ph III	89	10	\$200,000	\$0	
106	Town of Bell	Gilchrist	Bell Town Park, Ph IV	89	11	\$200,000	\$0	
107	Town of Bronson	Levy	James H. Cobb, Ph I	89	12	\$200,000	\$0	
108	Town of Bronson	Levy	James H. Cobb, Ph II	89	13	\$200,000	\$0	
109	City of Coleman	Sumter	Dunklin Riser Park, Ph V	89	14	\$200,000	\$0	
110	City of Coleman	Sumter	J.L. Rowe Park Improvements	89	15	\$200,000	\$0	
111	City of Fort Meade	Polk	Community Center Park, Ph I	89	16	\$200,000	\$0	
112	Town of Interlachen	Putnam	Hastings Park, Ph I	89	17	\$200,000	\$0	
113	City of Carrabelle	Franklin	Sands Park, Ph II	88	1	\$200,000	\$0	
114	City of Bowling Green	Hardee	Main Street Park	88	2	\$200,000	\$0	
115	City of Bowling Green	Hardee	Centanino Park	88	3	\$200,000	\$0	
116	City of High Springs	Alachua	Civic Center Park, Ph I	87	1	\$112,500	\$0	
117	City of Delray Beach	Palm Beach	Veterans Park Playground	87	2	\$138,500	\$0	
118	City of Port Orange	Volusia	Riverwalk Launch & Boardwalk, Ph I	86	1	\$200,000	\$0	
119	City of Delray Beach	Palm Beach	Pompey Park Pool	86	2	\$178,250	\$0	
120	City of Stuart	Martin	Kiwanis Park	85	1	\$200,000	\$0	
121	Town of Westville	Holmes	Fern Arnold Park, Ph IV	85	2	\$200,000	\$0	
122	Town of Caryville	Washington	E.A. Hodges Park, Ph I	85	3	\$200,000	\$0	
123	City of Gainesville	Alachua	Hogtown Creek Headwaters	85	4	\$172,500	\$0	
124	City of Casselberry	Seminole	Secret Lake Park	85	5	\$112,500	\$0	
125	Town of Jupiter	Palm Beach	South Jupiter Community Park, Ph I	85	6	\$200,000	\$0	
126	Village of Palm Springs	Palm Beach	Village Center Complex	84	1	\$200,000	\$0	
127	Town of Zolfo Springs	Hardee	Carmen Vasquez Park	84	2	\$200,000	\$0	
128	Bradford County	Bradford	Lincoln City Recreation Park	84	3	\$200,000	\$0	
129	Bradford County	Bradford	Speedville Park	84	4	\$200,000	\$0	
130	Village of North Palm Beach	Palm Beach	Memorial Park	84	5	\$200,000	\$0	
131	Martin County	Martin	Charlie Leighton Park	84	6	\$92,100	\$0	
132	Gulf County	Gulf	Dead Lakes Park, Ph II	83	1	\$200,000	\$0	
133	Gulf County	Gulf	Honeyville Park, Ph III	83	2	\$200,000	\$0	
134	Village of North Palm Beach	Palm Beach	Anchorage Park, Ph II	83	3	\$200,000	\$0	
135	City of Fort Walton Beach	Okaloosa	Recreation Complex	83	4	\$200,000	\$0	
136	Town of Interlachen	Putnam	Jenkins Park, Ph I	83	5	\$200,000	\$0	

## LARGE PROJECTS FUND - DEVELOPMENT -

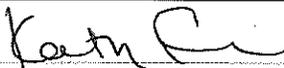
\$0

RANK	APPLICANT	COUNTY	PROJECT	SCORE	TIE BREAKER	AMOUNT REQUESTED	AMOUNT RECOMMENDED	CUMULATIVE AMOUNT
137	City of Moore Haven	Glades	Moore Haven Marina Park, Ph III	83	6	\$200,000	\$0	\$0
138	City of Moore Haven	Glades	Moore Haven Marina Park, Ph IV	83	7	\$200,000	\$0	
139	City of Fort Pierce	St Lucie	PAL Park	82	1	\$200,000	\$0	
140	Town of Zolfo Springs	Hardee	City Park	82	2	\$200,000	\$0	
141	Miami-Dade	Dade	Tropical Park Memorial Stadium	81	1	\$200,000	\$0	
142	City of Coconut Creek	Broward	Equestrian Estates Park	81	2	\$200,000	\$0	
143	City of West Melbourne	Brevard	Community Park, Ph II	79	1	\$200,000	\$0	
144	City of Lake Alfred	Polk	Central Park, Ph I	79	2	\$112,500	\$0	
145	City of South Daytona	Volusia	Reed Canal Park	79	3	\$200,000	\$0	
146	Hendry County	Hendry	Pioneer Community Park	78	1	\$200,000	\$0	
147	City of Melbourne	Brevard	Riverview Park	78	2	\$200,000	\$0	
148	City of Jacksonville	Duval	Julius Guinyard Park	77	1	\$200,000	\$0	
149	Town of Century	Escambia	Anthony Pleasant Sports Complex	77	2	\$93,750	\$0	
150	City of South Miami	Dade	South Miami Park	76	0	\$90,000	\$0	
151	Barefoot Bay Recreation District	Brevard	Community Complex Park	75	0	\$200,000	\$0	
152	Village of Palm Springs	Palm Beach	Davis Road Park	74	1	\$112,500	\$0	
153	Alachua County	Alachua	Barr Hammock	74	2	\$75,000	\$0	
154	Manatee County	Manatee	Robinson Preserve, Ph II	72	1	\$200,000	\$0	
155	Franklin County	Franklin	D.W. Wilson Park	72	2	\$200,000	\$0	
156	City of Jacksonville	Duval	William F. Sheffield Regional Park	71	0	\$200,000	\$0	
157	Barefoot Bay Recreation District	Brevard	Beach Crossover	70	0	\$200,000	\$0	
158	City of West Park	Broward	Mary Saunders Park	68	1	\$90,000	\$0	
159	Village of Pinecrest	Dade	Suniland Park	68	2	\$116,000	\$0	
160	City of Venice	Sarasota	Legacy Park	66	0	\$75,000	\$0	
161	Walton County	Walton	Helen McCall Park	65	0	\$200,000	\$0	
162	City of Miami Beach	Dade	Flamingo Park	63	0	\$200,000	\$0	
163	City of Fort Lauderdale	Broward	Snyder Park Boardwalk	62	0	\$85,000	\$0	
164	Sarasota County	Sarasota	Turtle Beach Park	59	0	\$111,000	\$0	
165	City of West Park	Broward	McTyre Park	53	1	\$200,000	\$0	
166	Columbia County	Columbia	Westside Community Center Park	53	2	\$82,500	\$0	
<b>Total</b>						<b>\$30,015,370</b>	<b>\$0</b>	

LARGE PROJECTS FUND - TRAIL -

\$0

RANK	APPLICANT	COUNTY	PROJECT	SCORE	TIE BREAKER	AMOUNT REQUESTED	AMOUNT RECOMMENDED	CUMULATIVE AMOUNT
1	Indian River County	Indian River	South County Regional Park Trail	73	0	\$200,000	\$0	\$0
2	City of Daytona Beach	Volusia	Halifax River Greenway Trailhead	66	0	\$200,000	\$0	
<b>Total</b>						<u>\$400,000</u>	<u>\$0</u>	
<b>Grand Total</b>						<u>\$33,095,190</u>	<u>\$0</u>	<u>\$0</u>
<b>Total Applications</b>								<u>220</u>

  
 \_\_\_\_\_  
**Katy Fenton, Deputy Secretary**  
 1/6/2013  
 \_\_\_\_\_  
**Date**



# **Village of Biscayne Park**

## **Commission Agenda Report**

**Village Commission Meeting Date: September 9, 2014**

**Subject: Legal Services**

**Prepared By: Vice Mayor Roxanna Ross**

**Sponsored By: Commission**

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### **Background**

In the last decade, the Village not only implemented a new form of government by referendum, instituting a Village Manager-Commission format, but we have successfully transitioned through three managers – each one bringing a unique perspective to our municipal development. We also migrated Village stand alone elections to be aligned with major ballot initiatives in order to maximize interest and participation in local municipal issues.

Since moving to a Manager-Commission format, Village managers and staff have reviewed professional service and vendor relationships, assessed costs and values, implemented efficiencies, and formalized contracts to regulate the materials and services purchased by the Village. In this time, the Village renewed some relationships, and refocused others to providers for banking and communication services, formalized contracts for median maintenance (Groundskeepers) and professional tree trimming (Raydel), as well as disaster debris removal and recovery services (Grubbs); and, periodically, the Village contracted code compliance and building permitting services (C.A.P. Government). Finance Director services were outsourced by contract for several years (now with Irwin William's firm, Nonprofit Assistance Center). New auditors (Pablo Llerena and GLSC & Co., LLC), also brought fresh eyes to sharpen Village operations and reporting in these last three years.

September 9, 2014

Commission Agenda Report

Legal Services

Many of these measures helped the Village weather economic downturn, better marshal resources, stabilize relationships with product and service providers, and elevate professional operations in the Village.

The Village has no doubt profited, and will likely continue to gain benefit from the periodic review and assessment of all services. Only two relationships are outside of this review process -- the Manager and Attorney ("Charter Officers"). These positions, established by Village Charter, cannot be directed by administration and are only within the purview of the Village Commission. According to Florida Statutes and the Village Charter, Commission members may only discuss these matters at a public meeting held in accordance with Florida Sunshine Law.

Village Charter Art. III, attached for reference, is silent in terms of Charter Officer review, only providing for Removal procedures (sec. 3.03). Nevertheless, the Village Commission has, solicited for the position, appointed and contracted with four Village Managers (including an interim manager) and processes have been established for review of the Village Manager.

Legal expenses are a substantial cost relative to the Village Budget. The services are worthy of review and discussion by the only body with authority and fiscal obligation to undertake such a review -- the Village Commission.

If approved by the Commission, the Village Manager and her designated staff may assist in the process by, preparing and returning for Commission a Request for Qualifications ("RFQ") for legal services. North Bay Village, Pensacola and Quincy are among cities which recently administered a similar process, and may be looked to for guidance in preparing the RFQ. The RFQ shall be advertised in print and online at appropriate sites with a submission deadline, and responses shall be collected. In order to perform the best review possible of the responses received, a RFQ Review/Selection Committee of seven members shall be established, consisting of 3 City Managers from surrounding cities, 1 HR professional, and 3 members of the community with profession backgrounds as judge or attorney. Any practicing attorneys that participate in the Selection Committee will not be considered as a candidate for the position of Village Attorney.

**Fiscal / Budget Impact**

Village Attorney currently serves on an hourly basis. The budgetary impact of those services are based on Village needs. The cost of advertising an RFQ is under \$100, as confirmed by the Village Clerk. There is no budgetary impact resulting from the creation of the Selection Committee, as it is contemplated that the members' services will be in kind.

**September 9, 2014**

**Commission Agenda Report**

**Legal Services**

## **Recommendation**

The Recommendation to authorize the Village Manager and appropriate staff to assist the Commission in reviewing the Village's options for legal services as outlined above, through an RFQ and Selection Committee process.

## **Attachments**

- BP Charter 3.02 and 3.03

### **Section 3.02. Village Attorney.**

- (A) The Commission shall appoint an attorney who is licensed to practice law in the State of Florida to serve as Village Attorney (the "Attorney") and who shall serve at the pleasure of the Commission. The Attorney shall act as the legal advisor to, and attorney and counselor for, the Village and all of its officers in matters relating to their official duties under such terms, conditions and compensation as are consistent with this Charter and as may be established. The Commission at any time may remove the Attorney as provided in [Section 3.03](#) below.
- (B) When requested by the Commission or Manager, the Attorney shall: (1) prepare all contracts, bonds and other instruments in writing or shall endorse on each his/her approval of the form, language and execution thereof; (2) prosecute and defend, for and on behalf of the Village, all complaints, suits and controversies in which the Village is a party; (3) furnish his/her opinion on any question of law relating to their respective powers and duties; and (4) perform such other professional duties as may be required by ordinance, by resolution of the Commission, by this Charter, or such as are prescribed for village attorneys under the general laws of the State, not inconsistent with this Charter.
- (C) No contract with the Village shall be binding upon the Village until the Attorney has approved such contract for form, language and execution.

### **Section 3.03. Removal procedure.**

The Manager and the Attorney (each to be referred to as "Charter Officer") may be suspended with pay pending removal by a resolution approved by the majority of the total membership of the Commission, which shall set forth the reasons for suspension and proposed removal. A copy of such resolution shall be served immediately upon the affected Charter Officer. The affected Charter Officer shall have fifteen (15) days in which to respond in writing; and upon request, shall be afforded a public hearing, which shall occur not earlier than ten (10) days nor later than fifteen (15) days after such hearing is requested. After the public hearing, if one is requested, and after full consideration, the Commission by a majority vote of its total membership may adopt a final resolution of removal. The affected Charter Officer shall continue to receive full compensation until the effective date of a final resolution of removal.



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

**Village Commission Meeting Date:** September 9, 2014

**Subject:** Fundraiser for Departing Sanitation  
Employees

**Prepared By:** Barbara Watts, Commissioner

**Sponsored By:** Commission

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### **Background**

As a consequence of the privatization of the Village's Sanitation Division, four employees will no longer be working for Biscayne Park. As I mentioned in my last "Newsletter" column I think it behooves the residents of Biscayne Park to offer these employees a parting gift to express our gratitude for their service to the Village, which will be given to them shortly after they are no longer employed by the Park. The Biscayne Park Foundation has graciously accepted my request to serve as the "bank" for whatever moneys are received. I am undertaking this subscription as a resident of the Park, not as one of its Commissioners. However, I would not be at all opposed should the Commission choose to join me in sponsoring this fundraiser, thereby making it possible to use the Biscayne Park email blast to solicit donations.

August 5, 2014

Commission Agenda Report

< Subject >

### **Fiscal / Budget Impact**

Minimal, unless someone wants to redesign the flyer (attached).

### **Recommendation**

As a Commission, do what we can to thank these employees for their service.

### **Attachments**

- Flyer (draft)

**CALL FOR DONATIONS!**  
**FUND FOR DEPARTING**  
**PUBLIC WORKS EMPLOYEES**

Please contribute to a "Farewell Fund" for the four Public Works employees (Sanitation Division) who, after September 30, will no longer be employed by the Village of Biscayne Park. Let us give them a well-deserved sign of our gratitude for their many years of dedicated service.

To acknowledge your appreciation, write a check payable to the Biscayne Park Foundation, and, on the memo line (or anywhere), note "Sanitation Fund." Bring or send the check to Village Hall (640 N.E.114<sup>th</sup> Street, Biscayne Park, FL 33161). The Foundation has agreed to oversee funds collected. The plan is to present each employee with a commemorative photograph and a check or gift card shortly after September 30, their last day of employment with Biscayne Park.

**DEADLINE: MONDAY, SEPTEMBER 15**

FYI: I am not making this request as a Commissioner, but rather, as a resident; this fundraiser is **not** a Village of Biscayne Park initiative.

Thanks in advance,

Barbara Watts

P.S.

- 1) Plans are in the works for a farewell party during the last week in September; I'll keep you posted.
- 2) Please forward this email to those who might be interested in donating.



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

**Village Commission Meeting Date: September 9, 2014**

**Subject: November 2014 Commission Meeting**

**Prepared By: Maria Camara, Village Clerk**

**Sponsored By: Staff**

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### **Background**

On December 10, 2013, Resolution 2013-71 was passed which set the schedule for the commission meeting dates for 2014.

A conflict exists with the November date due to the General Election which is scheduled for the first Tuesday in November, November 4<sup>th</sup>, and the Ed Burke Recreation Center is utilized as the polling location. The second Tuesday in November, November 11<sup>th</sup>, is Veteran's Day, a national holiday.

### **Staff Recommendation**

For the Village Commission to consider rescheduling the November 2014 meeting on either:

- Wednesday, November 5<sup>th</sup> at 7:00pm
- Thursday, November 6<sup>th</sup> at 7:00pm

**September 9, 2014**

**Commission Agenda Report**

**November 2014 Commission Meeting**

## **Attachments**

- Resolution 2013-71

1  
2  
3  
4 **RESOLUTION NO. 2013-71**  
5

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

12  
13 WHEREAS, pursuant to Village Charter Sec. 2.16 Meetings, the regular meetings of the  
14 Commission shall be held at 7:00 p.m., on the first Tuesday of each month; and,  
15

16 WHEREAS, consideration is given to holidays that fall on the day before or after the first  
17 Tuesday of each month; and  
18

19 WHEREAS, the Village desires to establish and give notice to the public of the regular  
20 meeting schedule for the calendar year 2014.  
21

22 WHEREAS, the place and time for holding regular meetings will be the Ed Burke  
23 Recreation Center, 11400 NE 9<sup>th</sup> Court, Biscayne Park, Florida at 7:00pm.  
24

25 NOW, THEREFORE, be it resolved by the Commission of the Village of Biscayne Park,  
26 Florida that:  
27

28 **Section 1.** The above whereas clauses are incorporated by reference.  
29

30  
31 **Section 2.** The dates for holding regular commission meetings shall be as follows:  
32

<b>Date</b>	<b>Time</b>
Tuesday, January 07, 2014	7:00 p.m.
Tuesday, February 04, 2014	7:00 p.m.
Tuesday, March 04, 2014	7:00 p.m.
Tuesday, April 01, 2014	7:00 p.m.
Tuesday, May 06, 2014	7:00 p.m.
Tuesday, June 03, 2014	7:00 p.m.
Tuesday, July 01, 2014	7:00 p.m.
Tuesday, August 05, 2014	7:00 p.m.
Tuesday, September 9, 2014	7:00 p.m.
Tuesday, October 07, 2014	7:00 p.m.
Tuesday, November 04, 2014	7:00 p.m.
Tuesday, December 2, 2014	7:00 p.m.

1            **Section 3.**    This Resolution shall become effective upon adoption.  
2  
3

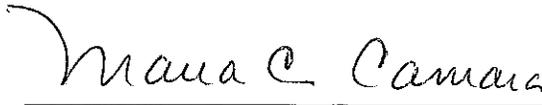
4            PASSED AND ADOPTED this 10<sup>th</sup> day of December, 2013.  
5

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

8              
9            \_\_\_\_\_  
10           David Coviello, Mayor

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

11           Attest:

12  
13  
14             
15           \_\_\_\_\_  
16           Maria C. Camara, Village Clerk

17           Approved as to form:  
18

19  
20  
21             
22           \_\_\_\_\_  
23           Village Attorney  
24  
25



# Village of Biscayne Park Commission Agenda Report

**Village Commission Meeting Date:** September 9, 2014

**Subject:** Discussion – Biscayne Park Foundation request for a temporary alcohol license for October 11, 2014 Biscayne Park’s Got Talent Event

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

**Sponsored By:** Staff

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## **BACKGROUND**

At its August 25<sup>th</sup> meeting, the Biscayne Park Foundation discussed selling beer and/or wine at their upcoming October 11, 2014 Biscayne Park’s Got Talent event to be held at the Ed Burke Recreation Center 6:30PM – 9:30PM. As a non-profit, the Foundation is eligible for a temporary alcohol license through the State of Florida. The Foundation Board members stated that they will take responsible for all sales through the temporary license.

## **FISCAL / BUDGET IMPACT**

All associated costs to be covered by the Biscayne Park Foundation.

## **STAFF RECOMMENDATION**

Staff recommends that the Commission grant the Foundation permission to sell beer and/or wine at its October 11, 2014 event.

## **ATTACHMENTS**

- State of Florida Division of Alcoholic Beverages and Tobacco Application for One/Two/Three Day Permit or Special Sales License
- State of Florida Checklist
- Biscayne Park’s Got Talent Flyer

*If you have any questions or need assistance in completing this application, please contact the Division of Alcoholic Beverages & Tobacco's (AB&T) local district office. Please submit your completed application to your local district office at least seven (7) days prior to the first date of the event to insure the permit is issued by the event date. This application may be submitted by mail, through appointment, or it can be dropped off. A District Office Address and Contact Information Sheet can be found on AB&T's page of the DBPR web site at the link provided below.*

[http://www.myfloridalicense.com/dbpr/abt/district\\_offices/licensing.html](http://www.myfloridalicense.com/dbpr/abt/district_offices/licensing.html)

This application is used for obtaining a One, Two, Three Day Permit to sell alcoholic beverages for consumption on the reported premises only.

A special sales license may also be obtained by the use of this application for the sale of alcoholic beverages for a period of up to three days. This license does not permit the sale of alcoholic beverages for consumption on the premises and only allows package sales in the manufacturer's original sealed containers.

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The Division of Alcoholic Beverages and Tobacco, Bureau of Licensing, accepts applications for one, two, and three day events and special sales licenses. Please complete all required information. All questions must be answered fully and truthfully. You must provide an original application and supporting documentation that may be required by the local authorities. All signatures must be original.

All communications regarding your application will be sent to the applicant at the mailing or email address provided. However, if you would like for us to communicate with someone other than the applicant regarding your application, please provide the name and contact information for that person in the "Permit or License Information" section. Your named contact person will be permitted to make changes to the application paperwork on your behalf and we will communicate directly with them regarding any application issues or deficiencies. You will not be copied by the division with the correspondence.

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Per Florida Statute 561.422, upon the filing of an application and payment of a fee of \_\_\_\_\_, the division may issue a permit authorizing a bona-fide non-profit civic organization to sell alcoholic beverages for consumption on premises only for a period not to exceed 3 days for a single event, subject to any state law or municipal or county ordinance regulating the time for selling such beverages. Any such civic organization may be issued only three such permits per calendar year except in those counties or cities with special acts governing the number of permits allowed. Any bona-fide non-profit civic organization permitted under this section may purchase alcoholic beverages from a distributor or vendor licensed under the beverage law. The applicable statute can be found at: [http://www.leg.state.fl.us/statutes/index.cfm?App\\_mode=Display\\_Statute&Search\\_String=&URL=0500-0599/0561/Sections/0561.422.html](http://www.leg.state.fl.us/statutes/index.cfm?App_mode=Display_Statute&Search_String=&URL=0500-0599/0561/Sections/0561.422.html)

The following cities have special acts which permit the issuance of more than three permits per calendar year if the event is held in a specific geographical area:

City of St. Petersburg; City of Tallahassee; City of Leesburg; City of Eustis; City of Tavares; City of Mount Dora; City of Clearwater. The special acts may be viewed at:

<http://www.myfloridalicense.com/dbpr/abt/documents/ODP-SpecialActsallowingmorethan3permits.doc>

All sections of the application must be completed except the section titled Affidavit for Special Sales License.

All corporations, domestic or foreign and limited liability companies seeking this permit are required to be registered with the Florida Secretary of State, Division of Corporations, as "non-profit" and the status of the

registered entity must be "active." Organizations NOT incorporated must submit one of the following: a letter outlining the purpose and the goals of the event and who will benefit from the event's profits; organization's National, State, or Local charter; organization's by-laws, 501(c)3 registration, or Minutes of Meeting. If you have not already registered, you will need to contact the Department of State at (850) 488-9000 or [www.sunbiz.org](http://www.sunbiz.org) for further information. Your application will be considered incomplete without this active registration or proof of non-profit status.

to be completed by the Florida Department of Revenue. Please take this application form to the \_\_\_\_\_ for their approval. The address for the office serving your area of interest can be found at <http://www.myfloridalicense.com/dbpr/abt/forms/documents/abtdistrictofficelist.pdf>. Applications must be submitted within \_\_\_\_\_ of receiving this approval.

\_\_\_\_\_ . The city or county zoning authority in which the event or special sale will be held executes zoning approval. Please check with your local authority for their requirements. The address for the zoning office serving your area of interest can be found at <http://www.myfloridalicense.com/dbpr/abt/forms/documents/abtdistrictofficelist.pdf>. Applications must be submitted within \_\_\_\_\_ of receiving this approval.

A complete sketch of the premises, drawn in ink or computer generated (letter size) which includes all permanent walls, doors, windows, counters, labeling each room and area. Include any outside areas where alcoholic beverages will be sold, consumed, or served.

When the event of the non profit organization is being held at a location that is already licensed for the sale of alcoholic beverages, a sketch of the entire premises \_\_\_\_\_ be submitted. If the event does not include the entire premises, the sketch must identify the area of the licensed premises where the event is to be held and must be a separate room or enclosure. The attestation included with this application must have the original signature of the permanent license holder and must be submitted by the non-profit group as part of the completed application.

Read and sign in the presence of a notary. The affidavit must be signed by an officer of the Non-Profit Civic Organization; or in the case of a church, synagogue, school, or fraternity/sorority, the signature of an authorized representative of the church, synagogue, school, or fraternity/sorority.

The legal drinking age is 21. Please ensure that no one under 21 years of age is served an alcoholic beverage or allowed to consume alcoholic beverages.

The purpose of this permit is to provide your *non-profit organization* with a permit to sell alcoholic beverages to generate funds for your civic or charitable cause.

All records of alcoholic beverage purchases and sales must be retained for examination by the Division of Alcoholic Beverages and Tobacco personnel.

No One, Two, Three Day Permit will be issued to any organization in connection with any type of gambling activity, i.e. Casino Night, Las Vegas Night, Monte Carlo Night, etc.

The permit is being requested for an event that clearly has a designated charitable or civic

- purpose, such as a charity fundraiser.
- b) The Division must have written approval for the holding of such event from a designated school official with responsibility over fraternity or sorority activities, such as the organization's advisor, or the director of student activities or his/her designee.
  - c) The Division must receive a specific written outline from the fraternity or sorority as to where the event will be held, how entry into the event will be controlled so as to prevent the attendance of minors, and how control of the event will be maintained by the fraternity or sorority to prevent such matters as excess consumption, improper distribution of alcoholic beverages and the like.

Florida Statute 561.20(12)(a), upon the filing of an application and payment of a fee of \$25 per permit, the division may issue a license authorizing the sale of alcoholic beverages in sealed containers only, for a period not to exceed 3 days. This license is issued only for the purpose of authorizing a sale pursuant to: levy and execution; bankruptcy sale; a sale by an insurance company in possession of alcoholic beverages; a sale resulting from a license suspension or revocation; a sale of damaged goods by a common carrier; a sale by a bona fide wine collector; or a sale pursuant to part V of chapter 679

[http://www.leg.state.fl.us/Statutes/index.cfm?App\\_mode=Display\\_Statute&URL=0600-0699/0679/0679PartVContentsIndex.html&StatuteYear=2012&Title=%2D%3E2012%2D%3EChapter%20679%2D%3EPart%20V](http://www.leg.state.fl.us/Statutes/index.cfm?App_mode=Display_Statute&URL=0600-0699/0679/0679PartVContentsIndex.html&StatuteYear=2012&Title=%2D%3E2012%2D%3EChapter%20679%2D%3EPart%20V).

All corporations, domestic or foreign; general partnerships; limited liability companies; limited liability partnerships; and limited partnerships are required to be registered with the Florida Department of State, Division of Corporations. If you have not already registered, you will need to contact the Department of State at (850) 488-9000 or [www.sunbiz.org](http://www.sunbiz.org) for further information. Your application will be considered incomplete without this active registration.

to be completed by the Florida Department of Revenue. Please take this application form to the \_\_\_\_\_ for their approval. The address for the office serving your area of interest can be found at <http://www.myfloridalicense.com/dbpr/abt/forms/documents/abtdistrictofficelist.pdf>. Applications must be submitted within \_\_\_\_\_ of receiving this approval.

Read and sign in the presence of a notary. The affidavit must be signed by the individual applicant, each partner of a general partnership, a general partner of a general partnership of a limited partnership, a managing member, manager, or officer of a limited liability company, each partner of a limited liability partnership, or one of the officers of a corporate applicant. All signatures must be original.

	<ul style="list-style-type: none"> <li><input type="checkbox"/> Complete DBPR ABT-6003 Division of Alcoholic Beverages and Tobacco Application for One/Two/Three Day Permit or Special Sales License. You may apply for multiple event dates.</li> <li><input type="checkbox"/> Pay \$25 fee for each event (make check payable to the Division of Alcoholic Beverages and Tobacco).</li> <li><input type="checkbox"/> College fraternities and sororities must meet certain conditions which are outlined in the application instructions and requirements.</li> </ul>
	<ul style="list-style-type: none"> <li><input type="checkbox"/> Complete DBPR ABT-6003 Division of Alcoholic Beverages and Tobacco Application for One/Two/Three Day Permits or Special Sales License.</li> <li><input type="checkbox"/> Pay \$25 fee (make check payable to the Division of Alcoholic Beverages and Tobacco).</li> </ul>

*If you have any questions or need assistance in completing this application, please contact the Division of Alcoholic Beverages & Tobacco's (AB&T) local district office. Please submit your completed application to your local district office at least (7) days prior to the first date of the event to insure the permit is issued by the event date. This application may be submitted by mail, or it can be dropped off. A District Office Address and Contact Information Sheet can be found on AB&T's page of the DBPR web site at the link provided below.*

[http://www.myfloridalicense.com/dbpr/abt/district\\_offices/licensing.html](http://www.myfloridalicense.com/dbpr/abt/district_offices/licensing.html)

<input type="checkbox"/> One/Two/Three Day Permit	<input type="checkbox"/> Special Sales License
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If the applicant is a corporation or other legal entity, enter the name and the document number as registered with the Florida Department of State Division of Corporations on the line below.			
FEIN Number	Business Telephone Number	E-Mail Address (Optional)	
Full Name of Applicant(s): (This is the name the permit or license will be issued in)			Department of State Document #
Business Name (D/B/A) or Name of Event			
Location of Event (Street and Number)			
City	County	State FL	Zip Code
Mailing Address (Street or P.O. Box)			
City		State	Zip Code
Contact Person		Telephone Number ext.	
Email Address (Optional)			
Mailing Address (Street or P.O. Box)			
City		State	Zip Code
Date(s) Permit Desired			

**SECTION 3 – SALES TAX  
TO BE COMPLETED BY THE DEPARTMENT OF REVENUE**

**Full Name of Applicant Organization**

The named applicant for a license/permit has complied with the Florida Statutes concerning registration for Sales and Use Tax and has agreed to pay any applicable taxes due.

Signed \_\_\_\_\_ Date \_\_\_\_\_

Title \_\_\_\_\_

Department of Revenue Stamp:

**SECTION 4 - ZONING  
TO BE COMPLETED BY THE ZONING AUTHORITY GOVERNING THE EVENT LOCATION**

Location of Event (Street and Number)

City

County

The location complies with zoning requirements for the temporary sale of alcoholic beverages pursuant to this application for a One/Two/Three Day Permit.

Signed \_\_\_\_\_ Date \_\_\_\_\_

Title \_\_\_\_\_

**Note: College fraternities and sororities must meet certain additional conditions which can be found in the application instructions and requirements.**

**SECTION 5 – DESCRIPTION OF PREMISES TO BE LICENSED  
AB&T AUTHORIZED SIGNATURE REQUIRED**

Business Name (D/B/A) or Name of Event

Neatly draw a floor plan of the premises in ink, including sidewalks and other outside areas which are contiguous to the premises, walls, doors, counters, sales areas, storage areas, restrooms, bar locations and any other specific areas which are part of the premises where the event will be held. A multi-story building where the entire building is to be licensed must show the details of each floor.



**SECTION 6 - AFFIDAVIT OF APPLICANT  
FOR NON-PROFIT CIVIC ORGANIZATION ALCOHOLIC BEVERAGE PERMIT**

**NOTARIZATION REQUIRED**

**Full Name of Applicant Organization**

"This is to certify that the applicant requesting the permit in the above and foregoing application is a non-profit civic organization and that the permit, if used, will be used only by the organization making application, on the date(s) requested and at the location stated. By acceptance of this permit, we agree that the applicant organization, as the permit holder, is the ONLY entity that will receive any of the profits from the sale of alcoholic beverages on this permit. This is to further certify that the applicant organization has not received more than three (3) permits within the calendar year, unless otherwise authorized by law, and acknowledge that the location may be inspected and searched during the time that the permit is issued and business is being conducted without a search warrant by authorized agents or employees of the Division of Alcoholic Beverages and Tobacco, the Sheriff, his Deputies, and Police Officers for purposes of determining compliance with the alcoholic beverage laws.

I, the undersigned individual, hereby swear or affirm that I am an officer or authorized representative and am duly authorized to make the above and foregoing statements on behalf of the applicant organization. Furthermore, I swear under oath or affirmation under penalty of perjury as provided for in Sections 559.791, 562.45, and 837.06, Florida Statutes, that the foregoing information is true to the best of my knowledge."

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

\_\_\_\_\_  
APPLICANT/ AUTHORIZED REPRESENTATIVE NAME

\_\_\_\_\_  
APPLICANT/ AUTHORIZED REPRESENTATIVE SIGNATURE

The foregoing was ( ) Sworn to and Subscribed before me this \_\_\_\_\_ Day

of \_\_\_\_\_, 20\_\_\_\_\_, By \_\_\_\_\_ who is ( ) personally known to me  
(print name(s) of person making statement)

OR ( ) who produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Commission Expires: \_\_\_\_\_

Notary Public

**SECTION 7 - AFFIDAVIT OF APPLICANT  
FOR SPECIAL SALES LICENSE**

**NOTARIZATION REQUIRED**

**Full Name of Applicant Organization**

"I, the undersigned individual, or if a corporation, its authorized representative, hereby swear or affirm that I am duly authorized to make the above and foregoing application for a special sales license which authorizes the sale of alcoholic beverages for period of up to three (3) days. I understand this license does not permit the sale of alcoholic beverages for consumption on the premises and only allows package sales in sealed containers and acknowledge that the location may be inspected and searched during the hours that the special sale is being conducted without a search warrant by authorized agents or employees of the Division of Alcoholic Beverages and Tobacco, the Sheriff, his Deputies, and Police Officers for purposes of determining compliance with the beverages laws.

I swear under oath or affirmation under penalty of perjury as provided for in Sections 559.791, 562.45, and 837.06, that the foregoing information is true to the best of my knowledge and that no other person or entity except as indicated herein has an interest in the special sales license and that all of the above listed persons or entities meet the qualifications necessary to hold this special sales license."

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

\_\_\_\_\_  
APPLICANT/ AUTHORIZED REPRESENTATIVE NAME

\_\_\_\_\_  
APPLICANT/ AUTHORIZED REPRESENTATIVE SIGNATURE

The foregoing was ( ) Sworn to and Subscribed before me this \_\_\_\_\_ Day

of \_\_\_\_\_, 20\_\_\_\_\_, By \_\_\_\_\_ who is ( ) personally known to me  
(print name(s) of person making statement)

OR ( ) who produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public Commission Expires: \_\_\_\_\_

## ATTESTATION

This form is to be completed by the alcoholic beverage license holder **ONLY** when the event of the non profit organization is being held at a location that is licensed by the Division of Alcoholic Beverages & Tobacco for the sale of alcoholic beverages.

Note: This attestation must have the original signature of the alcoholic beverage license holder (only persons on file with the division may sign) and must be submitted by the non-profit group along with the application for the One/Two/Three Day Permit.

Licensee:		
Business Name (DBA):		
License #:	Series of Permanent License: Type:	
Contact Person	Telephone Number ext.	
E-Mail Address (Optional)		
Name of Non-Profit Group:		
Date(s) of Event		

## IMPORTANT

A One/Two/Three Day permit is being requested for an event to be held on your licensed premises. During the event, no sales or service of alcoholic beverages may be made under your alcoholic beverage license in the area identified for use by the non-profit organization. Failure to comply will result in administrative charges being filed against your license.

Signature of Licensee: \_\_\_\_\_

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

**ONE-TWO-THREE DAY PERMIT (ODP, SODP)**

This license category allows a bona-fide non-profit civic organization to sell alcoholic beverages for consumption on premises for a period not to exceed 3 days for a single event. These organizations are limited to 3 permits per calendar year with the exception of small areas in Leon County, Pinellas County and Lake County which are allowed to have an additional 15 permits per calendar year.

**Application Requirements:**

- **DISCLAIMER:** Applicants may be required to provide some or all of the following (any additional requirements are listed in the form instructions):
- **FEE:** Pay \$25 fee.
- **APPLICATION:** Complete form DBPR ABT-6003 by clicking on "Printable Application" at the bottom of this page (detailed instructions included). If you already have a copy of the detailed instructions, you may prefer to obtain the form without the instructions in [ABT-6003 PDF](#) or [ABT-6003 Word](#) format.
- **ZONING:** Submit Zoning approval, if applicable.
- **DOR:** Obtain and submit Department of Revenue clearance.
- **REGISTRATION/NON-PROFIT PROOF:** Submit Corporate Registration or proof of non-profit status.
- **SUBMIT APPLICATION:** Submit your application to one of our [district offices](#) by mail, hand delivery or contact the local office to make an appointment.

Application Currently Unavailable Using Online Services

[Apply Using a Printable Application](#)



[1940 North Monroe Street, Tallahassee FL 32399](#) :: Email: [Customer Contact Center](#) :: Customer Contact Center: 850.487.1395

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Under Florida law, email addresses are public records. If you do not want your email address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact the office by phone or by traditional mail. If you have any questions, please contact 850.487.1395. \*Pursuant to Section 455.275(1), Florida Statutes, effective October 1, 2012, licensees licensed under Chapter 455, F.S. must provide the Department with an email address if they have one. The emails provided may be used for official communication with the licensee. However email addresses are public record. If you do not wish to supply a personal address, please provide the Department with an email address which can be made available to the public. Please see our [Chapter 455](#) page to determine if you are affected by this change.

# Biscayne Park's



# GOT TALENT

## REGISTRATION FORM

Saturday October 11th, 2014

6:30pm to 9:30pm

NAME \_\_\_\_\_ AGE \_\_\_\_ PHONE \_\_\_\_\_

ADDRESS \_\_\_\_\_

### TALENT CATEGORY ADULT 18+

ADULT MUSIC  ADULT PERFORMANCE

### TALENT CATEGORY TEEN 12—17

TEEN MUSIC  TEEN PERFORMANCE

### TALENT CATEGORY CHILD 2-11

CHILD MUSIC  CHILD PERFORMANCE

### PAYABLE TO BISCAYNE PARK FOUNDATION

PRE-REGISTRATION \$10  DAY OF EVENT \$15

A TROPHY AWARDED TO WINNERS OF EACH AGE CATEGORY

MORE INFORMATION LOOK US UP AT [BISCAYNEPARKFOUNDATION.ORG](http://BISCAYNEPARKFOUNDATION.ORG) OR  
EMAIL US AT [INFO@BISCAYNEPARKFOUNDATION.ORG](mailto:INFO@BISCAYNEPARKFOUNDATION.ORG)



## Village of Biscayne Park Commission Agenda Report

**Village Commission Meeting Date:** September 9, 2014

**Subject:** Discussion to develop the format and criteria for the Village Manager's annual evaluation.

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

**Sponsored By:** Staff

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### Background

The Village Manager's contract states that *"The Village Commission agrees to annually review the performance of the Village Manager prior to the anniversary date of this Contract (December 2, 2013). The evaluation shall be in a form as the Commission deems appropriate based on criteria jointly developed by the Village Commission and Village Manager. The Manager will place on the agenda prior to October 1<sup>st</sup> of each year an item addressing her evaluation."*

In preparation of this discussion item, the Village Clerk solicited information from other municipalities regarding the method and manner in which the Manager is evaluated. Staff also reviewed the form that is recommended by the International City Manager Association (ICMA). The ICMA form is attached. It should be noted that there is not one standard that fits all municipalities and many evaluations are tied to contractual obligations and contractual merit increases. The Village Manager's contract provides for contractual cost of living adjustments.

The responses from the municipalities are as follows:

- **Coral Gables:** No evaluation process.

September 9, 2014

Commission Agenda Report

Discussion to develop the format and criteria for the Village Manager's annual evaluation

- **Coconut Creek:** Conducted orally as a group discussion at a public Commission workshop. No evaluation form is used.
- **Pinecrest:** Uses the ICMA evaluation form.
- **North Lauderdale:** Conducted annually at a Commission meeting. No evaluation form is used.
- **Boynton Beach:** Annual evaluations are done individually by each Commission member with the Manager and then acknowledged at a Commission meeting. Uses a form designed for City.
- **Village of Palm Springs:** Annual evaluations are done individually by each Commission member with the Manager and then acknowledged at a Commission meeting. Uses a form designed for City.
- **Town of Cutler Bay:** Members use ICMA evaluation form. Forms are turned into Clerk and reviewed by the Mayor who makes a recommendation.
- **El Portal:** In the last five years only had one evaluation conducted and that was done individually by each Commission member with the Manager.
- **Deerfield Beach:** No evaluations done in the last ten years.
- **Pompano Beach:** Annual evaluations are done individually by each Commission member with the Manager. Uses a form designed for City.
- **Town of Lantana:** Conducted annually at a Commission meeting. Evaluation form is provided but not always used.
- **Hallandale Beach:** Conducted annually at annual budget workshop. ICMA evaluation form is provided but not always used.

## Recommendation

Based on the diverse methods and forms we recommend the following process to be follows:

September 9, 2014

Commission Agenda Report

Discussion to develop the format and criteria for the Village Manager's annual evaluation

1. The Mayor and Village Commission members individually meet with the Village Manager to conduct an annual review no later than November 21, 2014.
2. The Mayor and Village Commission members, at their discretion, use the ICMA evaluation form or conduct the evaluation as a verbal conversation.
3. At the December 2, 2014 Village Commission meeting, the Village Commission and Village Manager acknowledge and summarize the evaluation process.

**Attachments**

- International City Manager Association (ICMA) Evaluation Form

City Manager Performance Evaluation

City of \_\_\_\_\_

Evaluation period: \_\_\_\_\_ to \_\_\_\_\_

\_\_\_\_\_  
Governing Body Member's Name

Each member of the governing body should complete this evaluation form, sign it in the space below, and return it to \_\_\_\_\_. The deadline for submitting this performance evaluation is \_\_\_\_\_. Evaluations will be summarized and included on the agenda for discussion at the work session on \_\_\_\_\_.

\_\_\_\_\_  
Mayor's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Governing Body Member's Signature

\_\_\_\_\_  
Date Submitted

## INSTRUCTIONS

This evaluation form contains ten categories of evaluation criteria. Each category contains a statement to describe a behavior standard in that category. For each statement, use the following scale to indicate your rating of the city manager's performance.

- 5 = Excellent** (almost always exceeds the performance standard)
- 4 = Above average** (generally exceeds the performance standard)
- 3 = Average** (generally meets the performance standard)
- 2 = Below average** (usually does not meet the performance standard)
- 1 = Poor** (rarely meets the performance standard)

Any item left blank will be interpreted as a score of "3 = Average"

This evaluation form also contains a provision for entering narrative comments, including an opportunity to enter responses to specific questions and an opportunity to list any comments you believe appropriate and pertinent to the rating period. Please write legibly.

Leave all pages of this evaluation form attached. Initial each page. Sign and date the cover page. On the date space of the cover page, enter the date the evaluation form was submitted. All evaluations presented prior to the deadline identified on the cover page will be summarized into a performance evaluation to be presented by the governing body to the city manager as part of the agenda for the meeting indicated on the cover page.

## PERFORMANCE CATEGORY SCORING

### 1. INDIVIDUAL CHARACTERISTICS

- \_\_\_\_\_ Diligent and thorough in the discharge of duties, "self-starter"
- \_\_\_\_\_ Exercises good judgment
- \_\_\_\_\_ Displays enthusiasm, cooperation, and will to adapt
- \_\_\_\_\_ Mental and physical stamina appropriate for the position
- \_\_\_\_\_ Exhibits composure, appearance and attitude appropriate for executive position

Add the values from above and enter the subtotal \_\_\_\_\_ ÷ 5 = \_\_\_\_\_ score for this category

**2. PROFESSIONAL SKILLS AND STATUS**

- \_\_\_\_\_ Maintains knowledge of current developments affecting the practice of local government management
- \_\_\_\_\_ Demonstrates a capacity for innovation and creativity
- \_\_\_\_\_ Anticipates and analyzes problems to develop effective approaches for solving them
- \_\_\_\_\_ Willing to try new ideas proposed by governing body members and/or staff
- \_\_\_\_\_ Sets a professional example by handling affairs of the public office in a fair and impartial manner

Add the values from above and enter the subtotal \_\_\_\_\_ ÷ 5 = \_\_\_\_\_ score for this category

**3. RELATIONS WITH ELECTED MEMBERS OF THE GOVERNING BODY**

- \_\_\_\_\_ Carries out directives of the body as a whole as opposed to those of any one member or minority group
- \_\_\_\_\_ Sets meeting agendas that reflect the guidance of the governing body and avoids unnecessary involvement in administrative actions
- \_\_\_\_\_ Disseminates complete and accurate information equally to all members in a timely manner
- \_\_\_\_\_ Assists by facilitating decision making without usurping authority
- \_\_\_\_\_ Responds well to requests, advice, and constructive criticism

Add the values from above and enter the subtotal \_\_\_\_\_ ÷ 5 = \_\_\_\_\_ score for this category

**4. POLICY EXECUTION**

- \_\_\_\_\_ Implements governing body actions in accordance with the intent of council
- \_\_\_\_\_ Supports the actions of the governing body after a decision has been reached, both inside and outside the organization
- \_\_\_\_\_ Understands, supports, and enforces local government's laws, policies, and ordinances
- \_\_\_\_\_ Reviews ordinance and policy procedures periodically to suggest improvements to their effectiveness
- \_\_\_\_\_ Offers workable alternatives to the governing body for changes in law or policy when an existing policy or ordinance is no longer practical

Add the values from above and enter the subtotal \_\_\_\_\_ ÷ 5 = \_\_\_\_\_ score for this category

**5. REPORTING**

- \_\_\_\_\_ Provides regular information and reports to the governing body concerning matters of importance to the local government, using the city charter as guide
- \_\_\_\_\_ Responds in a timely manner to requests from the governing body for special reports
- \_\_\_\_\_ Takes the initiative to provide information, advice, and recommendations to the governing body on matters that are non-routine and not administrative in nature
- \_\_\_\_\_ Reports produced by the manager are accurate, comprehensive, concise and written to their intended audience
- \_\_\_\_\_ Produces and handles reports in a way to convey the message that affairs of the organization are open to public scrutiny

Add the values from above and enter the subtotal \_\_\_\_\_ ÷ 5 = \_\_\_\_\_ score for this category

**6. CITIZEN RELATIONS**

- \_\_\_\_\_ Responsive to requests from citizens
- \_\_\_\_\_ Demonstrates a dedication to service to the community and its citizens
- \_\_\_\_\_ Maintains a nonpartisan approach in dealing with the news media
- \_\_\_\_\_ Meets with and listens to members of the community to discuss their concerns and strives to understand their interests
- \_\_\_\_\_ Gives an appropriate effort to maintain citizen satisfaction with city services

Add the values from above and enter the subtotal \_\_\_\_\_ ÷ 5 = \_\_\_\_\_ score for this category

**7. STAFFING**

- \_\_\_\_\_ Recruits and retains competent personnel for staff positions
- \_\_\_\_\_ Applies an appropriate level of supervision to improve any areas of substandard performance
- \_\_\_\_\_ Stays accurately informed and appropriately concerned about employee relations
- \_\_\_\_\_ Professionally manages the compensation and benefits plan
- \_\_\_\_\_ Promotes training and development opportunities for employees at all levels of the organization

Add the values from above and enter the subtotal \_\_\_\_\_ ÷ 5 = \_\_\_\_\_ score for this category

**8. SUPERVISION**

- \_\_\_\_\_ Encourages heads of departments to make decisions within their jurisdictions with minimal city manager involvement, yet maintains general control of operations by providing the right amount of communication to the staff
- \_\_\_\_\_ Instills confidence and promotes initiative in subordinates through supportive rather than restrictive controls for their programs while still monitoring operations at the department level
- \_\_\_\_\_ Develops and maintains a friendly and informal relationship with the staff and work force in general, yet maintains the professional dignity of the city manager's office
- \_\_\_\_\_ Sustains or improves staff performance by evaluating the performance of staff members at least annually, setting goals and objectives for them, periodically assessing their progress, and providing appropriate feedback
- \_\_\_\_\_ Encourages teamwork, innovation, and effective problem-solving among the staff members

Add the values from above and enter the subtotal \_\_\_\_\_ ÷ 5 = \_\_\_\_\_ score for this category

**9. FISCAL MANAGEMENT**

- \_\_\_\_\_ Prepares a balanced budget to provide services at a level directed by council
- \_\_\_\_\_ Makes the best possible use of available funds, conscious of the need to operate the local government efficiently and effectively
- \_\_\_\_\_ Prepares a budget and budgetary recommendations in an intelligent and accessible format
- \_\_\_\_\_ Ensures actions and decisions reflect an appropriate level of responsibility for financial planning and accountability
- \_\_\_\_\_ Appropriately monitors and manages fiscal activities of the organization

Add the values from above and enter the subtotal \_\_\_\_\_ ÷ 5 = \_\_\_\_\_ score for this category

**10. COMMUNITY**

- \_\_\_\_\_ Shares responsibility for addressing the difficult issues facing the city
- \_\_\_\_\_ Avoids unnecessary controversy
- \_\_\_\_\_ Cooperates with neighboring communities and the county
- \_\_\_\_\_ Helps the council address future needs and develop adequate plans to address long term trends
- \_\_\_\_\_ Cooperates with other regional, state and federal government agencies

Add the values from above and enter the subtotal \_\_\_\_\_ ÷ 5 = \_\_\_\_\_ score for this category

**NARRATIVE EVALUATION**

What would you identify as the manager's strength(s), expressed in terms of the principle results achieved during the rating period? \_\_\_\_\_

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What performance area(s) would you identify as most critical for improvement? \_\_\_\_\_

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