



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, October 7, 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 - October 2014 is Breast Cancer Awareness Month

4.b October 2014 is Anti Bullying Month - Joe Chao (*Refer to item 8.e under the Consent Agenda*)

4.c Resident Recognitions

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 Chief Cornelius McKenna - Update regarding recent crime in Biscayne Park and the surrounding municipalities

7.b Sanitation Transition update



7.c Code Review Board - Proposed language for driveways and swales.

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
- ◆ September 9, 2014 Regular Commission Meeting
- ◆ September 11, 2014 1st Public Hearing FY 2014-2015 Budget
- ◆ September 23, 2014 2nd Public Hearing FY 2014-2015 Budget



8.b Acceptance of Board Minutes

- ◆ Code Compliance Board Workshop - July 29, 2014
- ◆ Ecology Board - August 18, 2014
- ◆ Biscayne Park Foundation - August 25, 2014
- ◆ Code Compliance Board - September 4, 2014
- ◆ Public Art Advisory Board - September 10, 2014
- ◆ Code Compliance Board Special - September 12, 2014
- ◆ Planning & Zoning Board - September 15, 2014
- ◆ Biscayne Park Foundation - September 22, 2014



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



8.d **Resolution 2014-67**

A RESOLUTION OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA, **RECOGNIZING OCTOBER 2014 AS ANTI-BULLYING AWARENESS MONTH** IN THE VILLAGE OF BISCAYNE PARK AS A SYMBOL OF OUR COMMITMENT TO THE YEAR ROUND STRUGGLE AGAINST BULLYING; PROVIDING FOR AN EFFECTIVE DATE



8.e **Resolution 2014-68**

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



8.f **Resolution 2014-69**

A RESOLUTION OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA, **AUTHORIZING THE VILLAGE MANAGER TO EXECUTE AND SUBMIT A GRANT APPLICATION** AND SUPPORTING DOCUMENTS, AND COMMITTING TO THE PROVISION OF MATCHING FUNDS **TO THE FLORIDA DEPARTMENT OF STATE, DIVISION OF HISTORIC RESOURCES** FOR THE PURPOSE OF REHABILITATING THE HISTORIC VILLAGE HALL LOG CABIN; PROVIDING FOR AN EFFECTIVE DATE



8.g **Resolution 2014-71**

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 RESERVE OFFICER BRAD KERN **FOR THE SALE OF A POLICE VEHICLE**; PROVIDING FOR AN EFFECTIVE DATE



8.h **Resolution 2014-72**

A RESOLUTION OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, **AUTHORIZING AMENDING THE AGREEMENT** BETWEEN THE DADE COUNTY POLICE BENEVOLENT ASSOCIATION, INC. AND THE VILLAGE OF BISCAYNE PARK IN ORDER **TO IMPLEMENT A TWELVE (12) HOUR SHIFT SCHEDULE FOR THE POLICE DEPARTMENT**; PROVIDING FOR AN EFFECTIVE DATE

< End of Consent >

9 Ordinances

FIRST READING:

< None >

SECOND 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

10 Resolutions



10.a Resolution 2014-70

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

11 Old Business

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

-  11.a Discussion of annual review of Village Attorney - As requested by Vice Mayor Ross

12 New Business

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

-  12.a Discussion: Invitation to Bid - Public Safety and Administration Annex
-  12.b Discussion for an ordinance to amend the charter for a referendum to accept annexation proposal - as requested by Commissioner Watts
-  12.c Establish uniform policy to notify residents on decisions - as requested by Mayor Coviello
-  12.d Children's Trust Read to Learn Campaign - as requested by Vice Mayor Ross

13 Request for placement of items on next meeting agenda

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

14 Reports

14.a Village Manager

- ◆ Annexation Update
- ◆ Village Hall log cabin restoration & annex building update

14.b Village Attorney

14.c Board / Committee Reports:

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

14.d Commissioner Comments

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

- ◆ Commissioner Watts
- ◆ Mayor Coviello

15 Announcements

Wednesday, October 8th - Public Art Advisory Board at 6:00pm
 Thursday, October 9th - Sculpture Unveiling at 5:30pm
 Monday, October 13th - Columbus Day - All Village Departments are Closed
 Tuesday, October 14th - Code Compliance Board at 7:00pm
 Tuesday, October 14th - Biscayne Park Foundation at 7:00pm
 Wednesday, October 15th - Parks & Parkway Advisory Board at 6:00pm
 Wednesday, October 15th - Code Review Board at 7:00pm
 Monday, October 20th - Planning & Zoning Board at 6:30pm
 Monday, October 20th - Ecology Board at 6:30pm
 Tuesday, October 28th - Recreation Advisory Board at 7:00pm
 Friday, October 31st - Halloween Fun House beginning at 4:00pm
 Monday, November 3rd - Planning & Zoning Board at 6:30pm
 Tuesday, November 4th - General Election from 7:00am to 7:00pm
 Wednesday, November 5th - Code Review Board at 7:00pm

Our next regular Commission meeting is Thursday, November 6, 2014, at 7:00pm

16 Adjournment

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

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

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

Proclamation

Village of Biscayne Park October 2014 – National Breast Cancer Awareness Month

Whereas, National Breast Cancer Awareness Month was founded in 1985 to promote mammography as a weapon in the fight against breast cancer; in 1991 the Susan G. Komen Foundation first utilized the Pink Ribbon as a symbol for the cause in its New York City race for breast cancer survivors; and in 1993 Evelyn Lauder of Estee Lauder Companies founded The Breast Cancer Research Foundation and also using the Pink Ribbon as its symbol.

Whereas, despite considerable progress made in screening, early detection and better treatments, and although mortality rates are steadily decreasing, breast cancer is still the second leading cause of cancer deaths among women in our country.

Whereas, knowing the risk factors for breast cancer, including family and personal history, obesity, genetic changes and prior exposure to radiation, as well as exercising regularly, maintaining a healthy balanced diet and body weight, and regular diagnostic screening, may lower or mitigate the development of breast cancer.

Whereas, the Village of Biscayne Park holds the health and safety of its citizens as a permanent concern, during National Breast Cancer Awareness Month, we stand with our mothers, daughters, sisters, and friends, and we recognize all who have joined their loved ones in fighting their battle, as well as the advocates, researchers, and health care providers whose care and hard work gives hope to those living with breast cancer. By educating ourselves and supporting innovative research, we will improve the quality of life for all Americans affected by breast cancer and, one day, defeat this terrible disease.

Now, Therefore, I, David Coviello, Mayor of the Village of Biscayne Park, Florida, joined by the entire Commission, do hereby join the nation in proclaiming October 2014 as National Breast Cancer Awareness Month. We encourage all citizens to join in activities that will increase awareness of what Americans can do to prevent and control breast cancer.



Dated this 7th Day of October, 2014

Village of Biscayne Park, Florida

David Coviello, Mayor



Village of Biscayne Park

Commission Agenda Report

Village Commission Meeting Date: October 7, 2014

Subject: Code Review Board Proposed
Changes - Chapter 5

Prepared By: Gage Hartung, Chair Code Review
Board

Sponsored By: Village Board

Background

The Code Review Board has completed its review of Chapter 5 of the Village's Land Development Code. The proposed changes are provided for the Village's review.

Fiscal / Budget Impact

N/A

Recommendation

To direct staff to draft an ordinance for first and second reading incorporating the proposed changes.

Attachments

- Proposed changes to Chapter 5

CHAPTER 5. TRANSPORTATION (As amended as of August 2014)

5.1. General provisions.

5.1.1 *Purpose.* This chapter establishes minimum requirements applicable to the transportation system, including public and private streets, bikeways, pedestrian ways, parking, and access control from public streets. The standards in this chapter are intended to minimize the traffic impacts of development, and to assure that all developments adequately and safely provide for the storage and movement of vehicles with good engineering and development design practices.

5.1.2 *Compliance with technical construction standards manual.* All required elements of the transportation system shall be provided in compliance with the engineering design and construction standards of the Public Works Manual, **Metro-Miami-Dade County**

5.2. Streets.

5.2.1 *Street classification system established.* Streets in the village are classified and mapped according to function served in order to allow for regulation of access and appropriate design and construction standards. Streets dedicated to the village and private streets are classified in a street hierarchy system with design tailored to function. The street hierarchy system shall be defined by road function and average daily traffic (ADT), calculated by trip generation rates prepared by the Institute of Transportation Engineers. The following street hierarchy is established: Residential, collector, and arterial. Each street type is divided into subcategories.

5.2.2 *Residential streets (local roads).* Residential streets are primarily suited to providing direct access to residential development and are designed to minimize unnecessary and/or speeding traffic. Each residential street shall meet the minimum standards for one (1) of the following street types:

(a) *Residential access street.* This is the lowest order street in the hierarchy. A residential access street is a frontage street which provides direct access to abutting properties and should not carry more traffic than is generated on the street itself. Residential access streets may take access from any higher order street type. Both ends of a residential loop street must take access from a single higher order street. Residential access streets shall have a maximum ADT of five hundred (500). Loop streets shall have a maximum of four hundred (400). Cul-de-sacs shall have a maximum ADT of two hundred (200).

(b) *Residential subcollector street.* This is the middle order street in the residential street hierarchy. It will collect traffic from residential access streets and provide direct access to abutting properties. Residential subcollector streets may take access from any higher order street type and may give access to residential access streets and may provide direct access to nonresidential uses. Residential subcollector streets shall have a maximum ADT of one thousand (1,000).

(c) *Residential collector street.* This is the highest order street that can be classified as residential. It will collect traffic from residential access and subcollector streets and may provide direct access to nonresidential uses. Residential collector streets shall have a maximum ADT of two thousand (2,000).

5.2.3 *Collector roads (county collectors)*. Collector roads connect lower order streets to other collector streets and to arterial streets, provide access to nonresidential uses, and serve through traffic. Collector streets shall have an average daily traffic volume of no greater than seven thousand (7,000).

5.2.4 *Arterial roads (state minor arterials)*. There are three (3) types of arterial roads, minor, major, and freeways but there is only a minor type in the village. The minor arterial links community districts to regional and state highways and may give access to any lower order street type.

5.2.5 *Special purpose roadways*.

(a) *Alley*. Alleys are not considered part of the street hierarchy system as they are generally unpaved thoroughfares for the purpose of service to adjacent properties.

(b) *Divided streets*. Divided streets are for the purpose of protecting environmental features or avoiding excessive grading. In such a case, the standards shall be applied to the aggregate dimensions of the two (2) street segments.

5.2.6 *Future traffic circulation map*. The future traffic circulation map and any amendments thereto, adopted by the village as part of the comprehensive plan (Map 3.4), is hereby made a part of this code. Roadways within the village are either designated in the future traffic circulation map or may be classified according to function, design, and use by the village upon request. The map shall be the basis for all decisions regarding required road improvements or access.

5.3. Rights-of-way.

5.3.1 *Right-of-way widths*. The right-of-way shall be measured from lot line to lot line.

5.3.2 *Protection and use of rights-of-way*.

(a) No encroachment shall be permitted into existing rights-of-way, except for temporary use authorized by the village.

(b) Use of the right-of-way for public or private utilities, including, but not limited to, potable water, telephone wires, cable television wires, gas lines, sanitary sewer, or electricity transmission, shall be allowed subject to the placement specifications in the Public Works Manual, Metro-Dade County, and other applicable county regulations.

(c) All vehicles of any type parked on any street, alley, or public right-of-way in the Village of Biscayne Park shall have at all times attached a current license plate.

(d) Sidewalks and bicycle ways shall be placed within the right-of-way.

5.3.3 *Parking of trucks, etc., prohibited in the right-of-way*.

(a) It shall be unlawful to park or cause to be parked upon any public street or in the public right-of-way in the village any truck, trailer, semitrailer, bus (public or private owned) except while loading or unloading or when such vehicle is parked in connection with and in the aid of the performance of a service to or on the property being serviced.

(b) Nothing herein contained shall be deemed to prohibit the parking of one (1) truck in front of any one property not exceeding three-fourths ton net weight that contains no lettering or advertising and is owned or leased by the occupant of the property, when it is proven to be physically impossible to park it off of the public right-of-way.

(c) It shall be unlawful to park or store any boat, boat trailer, air boat, any self-propelled or nonself-propelled mobile home, motor home or camper upon any public street or in the public right-of-way in the village.

Cross references: Truck overnight parking permit, § 16.11.

~~5.3.4 Objects in the right-of-way.~~

~~(a) *Markers.* Dome type markers only may be placed within dedicated right-of-way provided that they are placed not closer than eighteen (18) inches to the nearest edge of the paved surface of the designated roadway. All markers must be at least twenty-four (24) inches apart. Markers placed in the right-of-way shall not exceed twelve (12) inches in diameter nor be more than six (6) inches in height and shall be white in color.~~

~~(b) *Landscaping.* Nothing shall be planted or allowed to grow in such a manner so as to obstruct the right-of-way clear zone at a level between three (3) feet and six (6) feet above the grade, measured at the centerline of right-of-way. Trees or palms, however, having trunks and foliage trimmed in such a manner that no branches or foliage extend into the right-of-way area clear zone shall be allowed, provided they are so located so as not to create a traffic hazard.~~

~~(c) *Paving and drainage.* Pervious pavers shall be allowed but any impervious paving shall be adequately drained to prevent the buildup of stormwater in the right-of-way.~~

~~(d) *Other objects prohibited.* It shall be unlawful to install, place or maintain within the dedicated right-of-way, parkway or swale area of the village any pointed concrete or other unapproved hard materials such as rocks, stones, bricks, metal objects or other similar obstructions.~~

5.3.4 Landscaping and objects in the swale area of the right-of-way.

(a) *Use of the swale area of the right of way:* The swale area of the Village's right-of-way is public property. All objects and landscaping, with the exception of mailboxes, shall be considered the property of the Village whether existing at the time of the enactment of this ordinance or thereafter. No object or landscaping shall be allowed in the swale except as provided for in this section, with the exception of mailboxes.

(b) *Minimum standard:* Grass coverage that is well maintained shall be provided in the swale unless other plant materials or approved driveway surfaces are installed in accordance with this section.

(c) *Markers:* Only dome type markers may be placed within the swale provided that they are placed not closer than eighteen (18) inches to the nearest edge of the paved surface of the designated roadway. All markers must be at least (24) inches apart. Markers placed in the swale shall not exceed twelve (12) inches in diameter nor be more than six (6) inches in height and shall be white in color.

(d) *Mailboxes:* May be located within the swale provided that they are placed not closer than five (5) feet to the nearest edge of the paved surface of the designated roadway. Non conforming mailboxes shall have one (1) year from date of enactment of this ordinance to come into compliance.

(e) *Restrictions on the placement of landscaping in the swale:* Landscaping in the swale shall conform to the following restrictions:

(i) *Clear Zone:* An area five (5) feet wide, parallel with and immediately adjacent to the edge of the paved road shall be maintained as a clear zone. No plant material other than grass is permitted in the clear zone. Approved Driveway Surface is also permitted within the clear zone in accordance with Section 5.6.8

(ii) *Low Zone:* Between five (5) feet and eight (8) feet from the edge of pavement plant materials not exceeding three (3) feet in height at maturity will be permitted such that they do not intrude in any way into the clear zone.

(iii) *High Zone*: The area that is more than eight (8) feet from the edge of pavement is considered the high zone. Plant materials of unlimited height shall be permitted such that they do not intrude in any way into the low zone at a height lower than eight (8) feet.

(iv) Nothing shall be erected, placed, parked, planted or allowed to grow in such a manner that it would restrict visibility above a height of three (3) feet above grade, measured at the centerline of the intersection within the area of the visibility triangles (Section 5.4.1).

(v) *Installation of trees in the swale*: The installation of trees within the swale shall require a permit from the Village. A dimensional plan and indication of the proposed species, grade and size of the proposed tree(s) shall be submitted. Trees installed in the public right-of-way without a permit shall be subject to immediate removal after a thirty (30) day written notice to the property owner.

(vi) *Mulch*: Organic mulch shall be permitted with the exception of cypress and red mulch if made from recycled wood.

(e) Visitor and temporary service vehicle parking: Each property shall provide a clear area, free of plant material with the exception of grass or an approved driveway surface in accordance with Section 5.6.8, a minimum of eight (8) feet wide parallel to the edge of pavement and twenty (20) feet long for visitor and service vehicle parking where the width of the lot and existing paved parking allows. ~~This space is not to be considered as a permanent parking space for residents of the property or contribute to the required parking within the property line of the residence.~~

(f) A combination of paving and sodding of rights-of-way shall be permitted provided the impervious section does not exceed forty (40) percent of the total area and such paved areas shall be kept on good condition.

(g) Removal of obstructions by the Village: In the event any object placed in the swale creates an emergency situation involving potential danger to the health, safety, and welfare of the community, the Village may perform removal operations immediately, thus eliminating the emergency, and may assess the cost of such removal against adjacent property.

(h) Removal of trees in the swale by the abutting property owner: Property owners must obtain a permit from Biscayne Park and Miami-Dade County to remove trees in the swale.

(i) Existing nonconforming plants and trees in the swale: Within one (1) year of the enactment of this code, properties owners shall remove plants, with the exception of trees, which violate the clear zone. Plant materials in the low zone may remain, but not be replaced when they die, nor will it be required to remove plants until they die in the low zone to provide for a temporary/visitor parking space.

(j) Property owner's responsibilities for maintenance: The property owner or resident living in the property shall be jointly and severally responsible for the maintenance of the Swale area contiguous to their property. Maintenance shall include but not be limited to

mowing the grass and performing general edging, weeding, trimming and cleanup activities. The landscaping and grass shall be maintained in good plant health. The landscaping shall be kept free of dead limbs and branches. No Swale landscaping shall be maintained in such manner as to constitute a nuisance.

(i) *Tree pruning*: Major pruning of trees in the swale shall only be performed by the Village, a qualified tree trimming company or an arborist.

5.3.5 *Vacation of rights-of-way*. Applications to vacate a right-of-way may be approved upon a finding that all the following requirements are met:

- (a) The requested vacation is consistent with the traffic circulation element of the village comprehensive plan.
- (b) The right-of-way does not provide the sole access to any property. Remaining access shall not be by easement.
- (c) The vacation would not imperil the current or future location of any utility.
- (d) The proposed vacation is not detrimental to the public interest, and provides a benefit to the village.

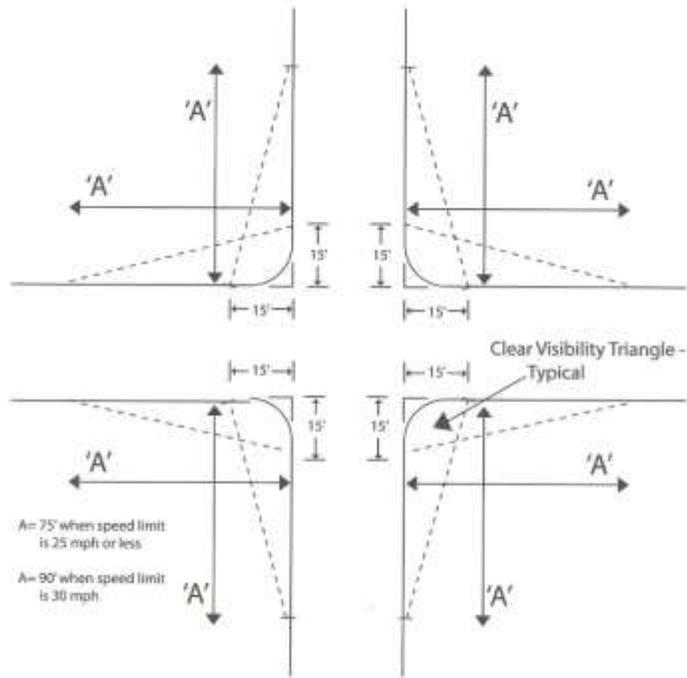
Cross references: Right-of-way permit, § 16-8.1; fees for right-of-way permits, § 17.5.1.

5.4. Street standards.

5.4.1 *Clear visibility triangle*. In order to provide a clear view of intersecting streets to the motorist, there shall be a triangular area of clear visibility formed by two (2) intersecting streets or the intersection of a driveway and a street. The following standards shall be met:

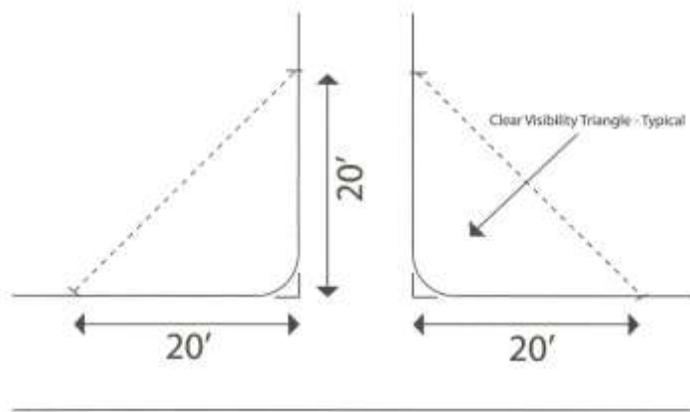
~~(a) For street intersections the clear visibility triangle shall be formed by a line along the street pavement edge fifteen (15) feet long from the street corner perpendicular, generally, to a second line of the street pavement edge of approaching traffic, connected by a third line that measures three (3) times the speed limit of the street.~~

(a) For street intersections the clear visibility triangle shall be formed by connecting points on the edge of each street and the intersection point. Beginning at point one, the intersection, point two shall be located Fifteen (15) feet from the intersection on one street and point three on the second street shall be located at a distance from the intersection, measured in feet equal to Three (3) times the streets speed limit. A line connecting the three points shall create the triangle. This triangle applies to both directions from the intersection. See Diagram 5.4.1 (a)



Clear Visibility Triangle at Road Intersections
Diagram 5.4.1(a)

- (b) For driveways two (2) clear visibility triangles shall be formed by connecting, in each case, a point on the edge of the street pavement and a point on the edge of the driveway, each to be located at a distance of twenty (20) feet from the intersection of the street and driveway lines, and a third line joining the two (2) points. See Diagram 5.4.1 (b)



Clear Visibility Triangle at Driveways
Diagram 5.4.1(b)

- (c) Nothing shall be erected, placed, parked, planted, or allowed to grow in such a manner so as to obstruct cross-visibility at a level between three (3)

feet and six (6) feet above the grade, measured at the centerline of the intersection. Trees or palms, however, having trunks and foliage trimmed in such a manner that no trunks or foliage extend into the cross-visibility area shall be allowed, provided they are so located so as not to create a traffic hazard.

5.5. Sidewalks and bikeways.

5.5.1 *Design and construction standards.* Design and construction of sidewalks, bikeways, or other footpaths shall conform to the requirements of the Public Works Manual, ~~Metro-Miami~~ Dade County, including provision for access by physically handicapped persons.

5.6. Off-street parking.

5.6.1 *Applicability.* Off-street parking facilities shall be provided for all development within the village pursuant to the requirements of this code. The facilities shall be maintained as long as the use exists that the facilities were designed to serve.

(a) all vehicles must be parked on a approved driveway surface.

5.6.2 *Computation.* In the village hall, recreation area, church, the occupancy shall be based on the maximum capacity rating given the building by the fire marshal. Gross floor area shall be the sum of the gross horizontal area of all floors of a building measured from the exterior faces of the exterior walls.

5.6.3 *Number of parking spaces required.* The table below specifies the required minimum number of off-street automobile parking spaces. The number of off-street parking spaces for uses not listed in the table shall be determined by the planning board. The term "tandem parking space" means a parking space that abuts a second parking space in such a manner that vehicular access to the second space can be made only through the abutting (tandem) space.

TABLE INSET:

Use		Minimum Off-Street Parking Requirement	
(a)	Residential	Resident Parking	Visitor Parking
	Detached one-family:		
	1, 2 and 3 bedrooms	2 spaces/unit*	1 space/unit**
	4 bedrooms	3 spaces/unit*	1 space/unit**
	Detached two-family:		
	2, 3 or more bedrooms	2 spaces/unit*	0.5 spaces/unit**
(b)	Recreation.		
	Parks, Clubs: determined by the planning board.		

(c)	Public assembly.		
	Church: 1 space/3 seats or 1 space/35 square feet of gross auditorium floor area		

* Resident parking spaces may be tandem.

** If on-street parking is not permitted or is restricted on the unit's street frontage, then one visitor parking space shall be required. The visitor space shall be located not more than one hundred (100) feet from the unit's street frontage.

5.6.4 *Handicapped parking spaces.* Any parking area to be used by the general public shall provide suitable, marked and paved parking spaces for handicapped persons. The number, design, and location of these spaces shall be consistent with the requirements of F.S. §§ 316.1955, and 316.1956, or succeeding provisions. No parking spaces required for the handicapped shall be counted as a parking space in determining compliance with subsection 5.6.3, public uses, above, but optional spaces for the handicapped shall be counted. The parking and related features contained in the Department of Community Affairs, Florida Board of Building, Codes and Standards, Accessibility Requirements Manual are hereby incorporated by reference into the village code.

5.6.5 *Parking in medians prohibited.* No parking shall be allowed in median open spaces or median parkways.

5.6.6 *Existing nonconforming minimum off-street parking requirements.* The number of off-[street] parking spaces existing on properties at the time of the adoption of this code, although such number does not conform to the minimum off-street parking requirements hereof, may be lawfully continued.

5.6.7 *Historic preservation exemption.* The preservation of any property that has been placed on the county or national register of historic places, shall be grounds for a grant by the planning review board of a reduction in, or complete exemption from, the parking requirements in subsection 5.6.3 of this chapter.

5.6.8 *Design standards for off-street parking.* Except as provided herein, all required off-street parking spaces and the use they are intended to serve shall be located on the same parcel. The size and layout of these spaces shall be according to the Dade County Code and Public Works Manual, ~~Metro Miami~~-Dade County. Vehicles shall be parked on impervious or pervious surfaces but impervious areas shall not exceed forty (40) percent of the front yard, excluding the right-of-way. Off-street parking shall only be permitted on approved surfaces by the Village of Biscayne Park. In no circumstances shall grass be an approved surface.

(a) All driveways shall be of a uniform material and design including approach.

(b) All driveways shall be no closer than thirty (30) inches from side property line.

(c) Driveways shall only be constructed with the following materials; concrete, paver, brick, gravel, asphalt, cut stone or turf block.

(d) Gravel driveways shall be built with a permanent perimeter border and shall be a minimum of four (4) inches deep.

(e) Road rock shall not be used as a finished driveway material.

(f) No more than forty (40) percent of swale to be covered in impervious material.

5.6.9 Non conforming properties shall have one (1) year from date of enactment of this ordinance to come into compliance.



Village of Biscayne Park Commission Agenda Report

Village Commission Meeting Date: October 7, 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
- September 9, 2014 Regular Commission Meeting
- September 11, 2014 1st Public Hearing FY 2014-2015 Budget
- September 23, 2014 2nd Public Hearing FY 2014-2015 Budget



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: None

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

The Manager's Report was moved up.

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 deemed insufficient with one item. 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.

Resume section 9 Ordinances - First Reading

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.

Commission approved on September 9, 2014.

Attest:

David Coviello, Mayor

Maria Camara, Village Clerk



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

1 Call to Order

Mayor David Coviello called the meeting to order at 7:03pm.

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 7:10pm*)

Present from staff were:

Village Manager Heidi Shafran

Village Clerk Maria C. Camara

Village Attorney John Hearn

Chief of Police Cornelius McKenna

Public Services Manager Krishan Manners

Finance Director Irwin Williams

Assistant Public Works Manager Cesar Hernandez

3 Pledge of Allegiance

4 Presentations

4.e Chief Cornelius McKenna performed the swearing in of:

- Captain Thomas Harrison

- Commander Roy Camara

- Lieutenant Detective Hector Pineda

- Police Officer Luke Palacios

- Reserve Police Officer Kevin Lopez

4.a Mayor Coviello read the Proclamation for Constitution Week and it was presented to resident B.B. Gould, member of the Daughters of the Revolution

4.b Mayor Coviello read the Proclamation for September Childhood Cancer Awareness Week.

- 4.c Manager Shafran introduced new employees:
 - Krishan Manners, Public Services Manager
 - Shelecia Bartley, Parks & Recreation Manager
 - Philomene Pierre, Parks & Recreation Coordinator

- 4.d Manager Shafran recognized employee performance:
 - Wills Celestin
 - Derrick Murray

5 Additions, Deletions or Withdrawals to the Agenda

Manager Shafran pulls item 8.j, Resolution 2014-57 and will bring back at next meeting.

Manager Shafran will add an update on the Recreation Center bathroom renovations under the Manager's report, 13.a.

6 Public Comments Related to Agenda Items / Good & Welfare

Kristen Montouri: Strongly against using Village funds for lobbying efforts.

Barbara Kuhl: Attended many meetings, even before John Hearn was the attorney. When John Hearn started we saw the professionalism and integrity that was needed. Shocked to see the item on the agenda for professional services. If there are any performance issues, this would have been heard about from the commission. Mr. Hearn has weathered many commissions. Mr. Hearn has not gotten any raises. If there is a money issue, then it is something we are doing and you need to check the records of how ever commissioner uses his services. This is an ungrateful act. Please support our attorney.

Rafael Angel: Why if the Village is tight on money, if they are firing half dozen guys, then why are we spending so much money on annexation that we are not even certain about. Why not do a cheaper method first. You are choosing an expensive solution without knowing if you need it.

Gary Kuhl: Mr. Hearn brings the same experience of bigger city attorneys. Always accessible, neutral, has a fair rate. If there is an issue, let the residents know. This came out of the blue. Explain if you go through with this. In regards to the bathroom renovations, rip it out and do it right.

Chuck Ross: Crimewatch meeting will be held on September 27th at 10:00am, combined with Coffee with a Cop. Last night a divisive e-mail sent out and it was destructive. Look at the facts and get the full perspective.

Tracy Truppman: Attorney Hearn has done an excellent job. Review process should be in play for everyone. On billing, recommend that invoices are approved by the Commission instead of the Manager. On annexation, don't the change, but the reality is that we are in a fiscal responsible place. Do we go full speed or sit back and see what happens. If you want it to happen you need a lobbyist. Those getting emails from Steve Bernard that are twisted, encourage to instead reach out to the Commission and provide a solution. Easy to criticize, but you need to get informed and get facts.

7 Information / Updates

- 7.a Public Services Manager Manners provided an updated on sanitation outsource:
- Waste Pro staff has shadowed our staff and will do so again next week.
- 7.b
- Waste Pro brochure will be mailed out to all residents by mail and will also be attached to recycling carts when delivered.
 - The week of September 29th, recycling carts will be delivered and distributed to residents.
 - Finalizing TraceZ reporting system that will be ready for service requests.
 - Final recycling pick up by Miami Shores will be on October 1st, and they will retain the bins at that time.
 - Friday, October 3rd, will be the first pick up by Waste Pro, garbage and recycling.
 - Tuesday, October 7th, will be garbage and trash pick up.
- 7.b Finance Director Williams provided with the monthly financial report for the period ending July 31st.

8 Consent Agenda

Clerk Camara pulls the minutes for August 5th.

Commissioner Anderson pulls item 8.g, Resolution 2014-54 and item 8.k, Resolution 2014-58.

Mayor Coviello pulls item 8.c, Resolution 2014-50.

Left on the consent agenda:

8.a Approval of Minutes

- ◆ 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.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.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.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

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

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

Opposed: None

Motion carries: 5/0

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

Mayor Coviello introduced the members of SWAT, Students Working Against Tobacco, from the City of Hialeah.

Commissioner Anderson makes a motion to approve Resolution 2014-50 and it is seconded by Vice Mayor Ross.

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

Opposed: None

Motion carries: 5/0

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.

Commissioner Anderson concerned with the cuts in funding from FDOT on the maintenance of medians on Sixth Avenue. Recommends that we contract the maintenance to the State and let them do it instead of the Village staff.

Manager Shafran provided a summary on FDOT's funding decrease.

After discussion, Vice Mayor Ross makes a motion to approve Resolution 2014-54 and it is seconded by Commissioner Jonas.

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

Opposed: Commissioner Anderson

Motion carries: 4/1

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

Commissioner Anderson asks where will this additional increase come from the budget, and the specific line item.

Manager Shafran provided the background and explained it is completely covered through the General Fund from savings in other salaries.

After discussion, Commissioner Jonas makes a motion to approve Resolution 2014-58 and it seconded by Vice Mayor Ross.

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

Opposed: None

Motion carries: 5/0

9 Ordinances

FIRST READING:

9.c 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

Attorney Hearn read the title and provided summary.

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

Vice Mayor Ross asks that a whereas is incorporated for second reading confirming that the Charter states Commission will act by ordinance to set changes.

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

Item 10.b from section 10. Resolutions is moved up.

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

Attorney Hearn read the title.

Manager Shafran proved the background, and introduced Jeff Cazeau, partner from Becker & Poliakoff and Luis Mata, Balsera Communications. Both provided a presentation on their firms.

Vice Mayor Ross makes a motion to direct the Manager to negotiate with Becker & Poliakoff to establish a cap and engage their services. There is no second.

After further discussion, Attorney Hearn recommends that the Manager asks for a best and final offer from each firm, and it is brought back at Thursday's meeting for a final decision.

Vice Mayor Ross makes a motion to procure the services of a professional lobbyist and to direct the Manager to make the selection. It is seconded by Commissioner Jonas.

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

Opposed: Commissioner Watts

Motion carries: 4/1

Meeting is paused at 9:09pm

Meeting resumes at 9:11pm

Vice Mayor Ross amends original motion to get best offer from each firm and bring back, and it is seconded by Commissioner Jonas.

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

Opposed: None

Motion carries: 5/0

Resume section 9 Ordinances - Second Reading

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 Jonas makes a motion to approve Ordinance 2014-07 and 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

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

Attorney Hearn read the title and provided the background.

Manager Shafran explained that the assessment would go towards improvement to roadways and storm water, and that the first step would be to do a master plan.

After discussion, a motion made by Vice Mayor Ross to approve Resolution 2014-63 and it is seconded by Commissioner Jonas.

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

Opposed: None

Commissioner Watts absent during vote.

Motion carries: 4/0

11 New Business

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

Commissioner Anderson asks for consensus to do a resolution that requires that all agenda items have back up. Instead, there is consensus from the Commission agreeing that this process be followed.

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

Vice Mayor Ross provided the background and asks to direct staff to process application with FRDAP to enhance Village commons. There is consensus from the Commission.

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

Vice Mayor Ross provided the background. Looks for consensus to proceed with a request for proposal for legal services.

Commissioner Anderson makes a motion to call for a vote of confidence for Attorney Hearn, and it is seconded by Commissioner Watts.

Commissioner Watts asks to give Attorney Hearn a bonus or increase hourly rate by \$1 as a gesture of confidence.

After discussion, the motion was called for a vote.

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

Opposed: None

Motion carries: 5/0

Vice Mayor Ross is asked to bring back a new item for discussion on doing an annual review of the Attorney.

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

Commissioner Watts provided the background. It is recommended that donation requests not done as a Commissioner.

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

There is consensus to move the November Commission meeting to Thursday, November 6, 2014 at 7:00pm.

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

Joe Chao, Treasurer of the Biscayne Park Foundation provided the background.

Vice Mayor Ross makes a motion to authorize the Biscayne Park Foundation to apply for liquor license for specific events, and it is seconded by Commissioner Jonas.

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

Opposed: None

Motion carries: 5/0

12 Request for Placement of Items on Next Meeting Agenda

Vice Mayor Ross: Village Attorney review.

Commissioner Watts: Discussion for an ordinance to amend the charter for a referendum to accept annexation proposal.

Mayor Coviello: Establish uniform policy to notify residents on decisions.

13 Reports

Village Manager:

- Annexation: Look towards finalizing the decision on the lobbyist in order to address the one insufficient item in our application. Continue to stay informed on discussions at the County level.

- Lob cabin restoration and annex building: Getting estimates on cost; working with State of Florida along with Attorney Hearn; staff working with architect on plans. Moving forward and conscientious of time line. Looking to relocate staff to move forward. Look to have draft RFP in 30-45 days.

- Bathroom renovations at Recreation Center: Have received a timeline and scope of work to take it down and start over and to save the tile as best as possible. There may be costs for re-studding.

- Manager annual evaluation: Provided a summary of what other cities do. Manager Shafran recommends that she meet with each Commissioner to discuss using ICMA recommended evaluation if desired. At December meeting, publicly announce that the meetings took place and summarize the process.

Vice Mayor Ross makes a motion to accept the Manager's proposed format for review and to proceed, and it is seconded by Commissioner Jonas.

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

Opposed: Commissioner Anderson

Motion carries: 4/1

Final Public Comments added.

Barbara Kuhl: Commission is starting to get report happy. It is your obligation to bring back issues. Commission should be evaluated each year. On the Public Works staff, they have worked many years. Commissioner Watts felt it would be fitting to have residents give something. Very disingenuous to turn this on Commissioner Watts.

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 Adjourment

The meeting was adjourned at 10:40pm.



Commission approved on _____.

Attest:

David Coviello, Mayor

Maria Camara, Village Clerk



MINUTES

**1st Public Hearing - FY 2014-15 Budget
Ed Burke Recreation Center - 11400 NE 9th Court
Biscayne Park, FL 33161
Thursday, September 11, 2014 at 6:30pm**

1 Call to Order

Mayor David Coviello called the meeting to order at 6:38pm

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 Pledge of Allegiance

Prior to the pledge, Mayor Coviello called for a moment of silence in remembrance of September 11th, 2001.

4 Public Comments Related to Agenda Items

Dan Samaria: On Saturday, September 13th, the Recreation Advisory Board will sponsor a September 11th memorial at the Ed Burke Recreation Center. Anything to donate would be appreciated.

5 **Resolutions**

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

Attorney Hearn read the title and Manager Shafran provided the background. Manager Shafran introduced Jeff Cazeau and Jose Fuentes from Becker & Poliakoff.

After discussion, Vice Mayor Ross makes a motion to approve Resolution 2014-64 and engage Becker & Poliakoff. 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

Mayor Coviello calls for a recess at 7:15pm
Meeting resumes at 7:25pm

6 **Ordinances - FIRST READING**

6.a **Ordinance 2014-09**

AN ORDINANCE OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA, **ESTABLISHING THE 2014-2015 MILLAGE RATE AT 9.70 MILS** FOR EACH \$1,000 OF ASSESSED VALUATION UPON REAL AND PERSONAL PROPERTY WITHIN THE VILLAGE LIMITES OF THE VILLAGE OF BISCAYNE PARK; PROVIDING FOR AN EFFECTIVE DATE

Attorney Hearn read the title.

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

Commissioner Jonas makes a motion to approve Ordinance 2014-09 and it is seconded by Vice Mayor Ross. All in favor: Mayor Coviello, Vice Mayor Ross, Commissioner Anderson, Commissioner Jonas, and Commissioner Watts
Opposed: None
Motion carries: 5/0

6.b **Ordinance 2014-10**

AN ORDINANCE OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA, **ADOPTING A BUDGET FOR FISCAL YEAR 2014-2015 FOR THE VILLAGE OF BISCAYNE PARK, FLORIDA**; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE

Attorney Hearn read the title.

Mayor Coviello opened the meeting to public comment.

Barbara Kuhl: Speaking on the bathroom renovation issue and how it relates to the budget. Should include partitions in the bathroom renovation. On the re-use of the tiles, concerned this is not usually done. Can't imagine this being done successfully. Worry that this is not included in the budget and concerned it will not get fixed correctly. Fixtures need to be redone. Is there a contingency if contractor leaves the job? What if we have to pay to buy tiles? This needs to be addressed. Want support to put partitions in now. Do the proper re-surfacing.

Manager Shafran provided update on the renovations. Changes to the renovation were made and accordingly budgeted that are reflective of consensus items discussed during the two budget workshops.

Commissioner Anderson requests that the K9 operating supplies be moved to contingency since no longer needed. There is consensus to leave the amount in the Police Department budget.

Manager Shafran looks for direction on general lobbyist expenditures and there is consensus to move \$5,000 from Other Legal Services line item to the Lobbyist line item in General Government.

There is consensus to add \$27,000 to the Planning Department budget, for a total of \$42,000.

Commissioner Jonas makes a motion to approve Ordinance 2014-10 and it is seconded by Vice Mayor Ross.

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

Opposed: None

Motion carries: 5/0

7 Announcements

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

8 Adjournment

The meeting was adjourned at 8:11pm.

Commission approved on _____.

Attest:

David Coviello, Mayor

Maria Camara, Village Clerk



MINUTES

**2nd Public Hearing - FY 2014-15 Budget
Ed Burke Recreation Center - 11400 NE 9th Court
Biscayne Park, FL 33161
Tuesday, September 23, 2014 at 6:30pm**

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 - present

Present from staff were:

Village Manager Heidi Shafran
Village Clerk Maria C. Camara
Village Attorney John J. Hearn
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: Still questioning some decisions to spend. Parks & Recreation, why do we need two full time employees? We outsource afterschool care and the summer camp. Very familiar with what the original Recreation Advisory Board did at that time. All employees are good, but need to ask how many residents are being served? Need to eliminate groups on the field. It does not allow residents to use the field. On the lobbyist increase, that is also a concern. This is not an election year. On the contingency of \$16,000, that is barely enough for a family to have in the bank. The raises, increase of full time staff, increase in lobbyist -- where is the money coming from? I am a liberal, but conservative when spending. Put money in the bank. \$41,000 for the medians is ridiculous, when only \$16,000 is being saved.

Section 6 taken out of order.

6 Ordinances - SECOND READING

6.a Ordinance 2014-09

AN ORDINANCE OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA, **ESTABLISHING THE 2014-2015 MILLAGE RATE AT 9.70 MILS** FOR EACH \$1,000 OF ASSESSED VALUATION UPON REAL AND PERSONAL PROPERTY WITHIN THE VILLAGE LIMITES OF THE VILLAGE OF BISCAYNE PARK; PROVIDING FOR AN EFFECTIVE DATE

Attorney Hearn read the title.

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

Commissioner Jonas makes a motion to approve Ordinance 2014-09 and it is seconded by Vice Mayor Ross.

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

Opposed: None

Motion carries: 5/0

6.b Ordinance 2014-10

AN ORDINANCE OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA, **ADOPTING A BUDGET FOR FISCAL YEAR 2014-2015 FOR THE VILLAGE OF BISCAYNE PARK**, FLORIDA; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE

Attorney Hearn read the title.

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

Manager Shafran provided a summary of the changes from first reading.

Commissioner Anderson concerned with that the contingency amount of \$16,500 is too low.

After discussion, Vice Mayor Ross makes a motion to reclassify the contingency line item of \$16,500 and dedicate it to supplement the reserves. The motion is seconded by Commissioner Watts.

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

Opposed: Commissioner Jonas

Motion carries: 4/1

After further discussion, Commissioner Anderson makes a motion to take \$20,000 from the median landscaping line item from Public Works and put it in a contingency line item in General Government. The motion is seconded by Commissioner Watts.

All in favor: Mayor Coviello, Commissioner Anderson, and Commissioner Watts

Opposed: Vice Mayor Ross and Commissioner Jonas

Motion carries: 3/2

Vice Mayor Ross makes a motion to approve Ordinance 2014-10 and it is seconded by Commissioner Jonas.

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

Opposed: None

Motion carries: 5/0

5 Resolutions

5.a Resolution 2014-66

A RESOLUTION OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA, **AUTHORIZING THE VILLAGE MANAGER TO APPLY FOR FUNDING FROM THE VILLAGER'S INC., THROUGH THE BISCAYNE PARK FOUNDATION, INC.,** TO FUND A PORTION OF THE RENOVATION OF THE VILLAGE HALL LOG CABIN; PROVIDING FOR AN EFFECTIVE DATE

Attorney Hearn read the title.

Commissioner Jonas makes a motion to approve Resolution 2014-66 and it is seconded by Vice Mayor Ross.

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

Opposed: None

Motion carries: 5/0

7 Announcements

Saturday, September 27th - Coffee with a Cop / Crime Watch Meeting at 10:00am

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

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

8 Adjournment

The meeting was adjourned at 7:16pm.

Commission approved on _____.

Attest:

David Coviello, Mayor

Maria Camara, Village Clerk



Village of Biscayne Park

Commission Agenda Report

Village Commission Meeting Date: October 7, 2014

Subject: Acceptance of Board Minutes

Prepared By: Maria C. Camara, Village Clerk

Sponsored By: Staff

Background

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

Staff Recommendation

Acceptance at Consent

Attachments

- Code Compliance Board Workshop - July 29, 2014 DRAFT
- Ecology Board - August 18, 2014 DRAFT
- Biscayne Park Foundation - August 25, 2014
- Code Compliance Board - September 4, 2014 DRAFT
- Public Art Advisory Board - September 10, 2014 DRAFT
- Code Compliance Board Special - September 12, 2014 DRAFT
- Planning & Zoning Board - September 15, 2014 DRAFT
- Biscayne Park Foundation - September 22, 2014 DRAFT



**CODE
COMPLIANCE
BOARD**

Chairman
Gary Kuhl

Vice Chairman
Harvey Bilt

Michael Beltran
Dale Blanton
Linda Dillon

Alternate
Jenny Johnson-
Sardella

**WORKSHOP MINUTES
CODE COMPLIANCE BOARD
Ed Burke Recreation Center 11400 NE 9th Court
Tuesday- July 29th, 2014 at 7:00 p.m.**

1. CALL TO ORDER

Meeting was called to order at 7:20 p.m.

2. ROLL CALL

Gary Kuhl – Chair-present
Harvey Bilt – Vice Chair-present
Michael Beltran-present
Dale Blanton-present
Linda Dillon-present
Jenny Johnson-Sardella-present
Staff Attendance - Code Officer Reginald White and Wendy Hernandez.
Administrative Attendance – Village Manager, Heidi Shafran; Village Attorney Hearn
Commission Attendance– Mayor David Coviello, Vice-Mayor Roxana Ross and
Commissioner Anderson

3. NEW BUSINESS

a. General Board Procedures

Discussion between Board members, Attorney Hearn and audience

1. Attorney notations for Board members

- a. Swearing in-Clerk should be the one swearing audience and Code Officer
- b. All cases are brought to the board by Code Compliance Officer and not by any board member.
- c. Cases should not be initiated by a board member, as it could be hard to argue that an opinion has not been formed by such member.
- d. Acknowledge property representatives/respondent presence before each case
- e. Do not hear or take any comments from anyone that has not been sworn in
- f. All evidence provided to the board is required to be facts no hearsay.
- g. Repeat offender (under state law): pertains to individuals that have the same exact violation multiple times within a five (5) year period
- h. The fee schedule chart can be used as a guideline for the fines, not as a dictation of what should be fined.
- i. The fine should be reviewed individually under three components;
 1. The gravity of the violation
 2. The action taken by the violator to correct the violation
 3. Any previous violation committed by the violator
- j. Pre-written motions will be provided by the attorney
- k. Notice of violations, pictures and all back up will be submitted to board members for review prior to meeting.
- l. Village attorney recommends that the date of compliance on the Notice of Violation be the day before the hearing.
- m. No administrative fees are assessed unless not in compliance. Administrative fees that are assessed are to be at real cost, not at a flat rate.
- n. The Code Compliance Board cannot assess or accrue fees or fines for unpaid balances



The Village of Biscayne Park

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

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

- o. Life, health and safety cases are the only cases that require a Notice of violation where property must come into compliance within 24 hours
- p. Board will rely on the facts and recommendation from the Code Officer of time to be given to property to come into compliance
- q. The meeting must be recorded, however, the minutes must reflect only the action (the motion, who voted and how they voted)
- r. Attorney Hearn advised that a hard copy of cases and backup to be given to the Chair to have readily available for Violators that request review case
- s. Dade County code can be referenced when a citation is directed to such code violation. No need to reference The Village's code.
- t. The Village has the right to go into property due to a true life, health and safety issues.
- u. Code Compliance Officer is allowed to go into a neighboring property and assess a life, health and safety issue. The Code Officer will review any of these situations with the Village Attorney to discuss legality issues, as well as reaching out to Police Department if necessary.

4. ANNOUNCEMENTS / SCHEDULE OF NEXT MEETING

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

5. ADJOURNMENT

Meeting adjourned at 8:27 p.m.

Minutes approved on _____

By: _____
Gary Kuhl, Chair



Village of Biscayne Park

640 NE 114th 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 9th Court, Biscayne Park, FL

August 18, 2014

- 1. Call to Order** - The meeting was called to order at 6:36 p.m.
- 2. Roll Call** - Carmen DeBernardi, Karla Gottlieb, Tom Pliske, Marie Smith, 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 discussed the logistics of a possible Biscayne Canal cleanup event.
- 6. Old Business** - The Board discussed the Shredding Event. It was proposed to Iron Mountain (who is supplying the trucks and equipment) to hold the event in the gravel lot west of Village Hall. Iron Mountain has reservations regarding that location because the shredders will likely create a great deal of dust. Iron Mountain will accordingly consider, as an alternate location, the paved parking area near Village Hall. The Village Police Department will create a flyer regarding identity theft and will hand it out during the shredding event.

Tom Pliske has contacted Citizens for a Better South Florida regarding a native plant sale and a range of plants/prices that could be made available for sale at such an event. They will put together a list available plants for the Board. The Board discussed potential dates for the event in the mid-September to mid-October timeframe. The event could potentially be held after the September 20th Village fun run or in conjunction with the Oktoberfest event.

The Board discussed whether there might be need for the Board's input into projects funded by the Foundation. Marie Smith will discuss the matter with the Foundation.

7. **Public Comments** - None.

8. **Announcements** - The next meeting will take place on Monday, September 15th at 6:30 p.m. at the recreation center.

9. **Adjournment** - The meeting was adjourned at: 7:05.

Minutes taken by Luca Bronzi

Minutes approved by: _____

On this _____ day of _____, 2014



Village of Biscayne Park

640 NE 114th Street
Biscayne Park, FL 33161

Tel: 305 899 8000

Fax: 305 891 7241

www.biscayneparkfl.gov

www.BiscayneparkFoundation.org

BISCAYNE PARK FOUNDATION MINUTES

Monday, August 25, 2014 at 7:00PM

Ed Burke Recreation Center

11400 NE 9th Court Biscayne Park, FL 33161

Board Members

President
Supreme Dorvil

Vice president
Jorge Marinoni

Treasurer
Joe Chao

Secretary
Marie Smith

Sylvia Linke

Dorvil called the meeting to order 7:05 p.m.

Roll Call: Board members Supreme Dorvil, Joe Chao, Marie Smith Jorge Marinoni and Sylvia Linke.

In attendance: Manager Heidi Shafran Commissioner Fred Jonas, Public Service Manager, Krishan Manners and resident, Tim Tierney.

Approval of Minutes for July 28th: Motion by Joe Chao and seconded by Jorge Marinoni. Motion passed.

Treasurer's Report: Cash donation \$41 received at a Food & Tunes event. Check for \$300 from the Torano family. Check for \$25 for Commissioner Barbara Watt's toward farewell party for public works employees.

Approval of Treasurer's Report: Motion by Supreme Dorvil seconded by Jorge Marinoni. Motion passed.

OLD BUSINESS

6-a: Food & Tunes: Scheduled for Saturday, August 30 @ 7:00 p.m. with an "end to summer" beach party theme. The Crossroads band will perform.

A discussion followed on the request of the Foundation to obtain a permit to serve beer and wine at upcoming fundraising events. Manager said Joe Chao or Supreme should attend next commission meeting September 9, and make a request to serve beer and wine at Biscayne Park Got Talent event.

A permit would have to be obtained \$25 each event. An off duty police officer would have to cover the event and the Manager said he would be paid by the Village. Motion by Supreme Dorvil and seconded by Marie Smith that Joe Chao make this request at the next commission meeting. Motion passed.

6-b: Biscayne Park Got Talent, Saturday October 11. Flyer are available, 3 age categories: 3 - 11 years, 11 - 13 years, and adults. Surrounding municipalities could participate; however, winner would have to be a Village resident. Supreme will obtain the awards and Sylvia Linke will introduce the winner to local T.V. stations.

6-c: Wine Tasting- Saturday, Sept. 27, 2014 - 7:00 p.m. - 10:00 p.m. @ Tim Tierney's residence. \$30/person with a maximum attendance of 50 persons. Joe Chao will arrange to procure the wine selection from Total Wine.

6-e: Foundation e-mail/Website/Facebook: Jorge Marinoni reported on the status.

6-g: Foundation questioned Commissioner Fred Jonas on his offer to bring to the Village, at his expense a series of concerts with proceeds going to the Foundation. President Dorvil thanked Commissioner Fred Jonas on his generous offer and said the Foundation would sponsor and accept his offer. Details to be worked out and given to the Foundation by the commissioner.

6-h: Farmers' Market: The site for a proposed Farmers' Market in the vicinity of the Log Basin would have to be tabled for the present since the Village has obtained a grant to restore the Log Basin. The Manager stated that the final plan and work schedule has not been submitted and until this has been received, reviewed and accept, no commitment to a Farmers' Market can be discussed for the site.

Foundation Banner: Supreme Dorvil spoke of the need for a banner to display at our events. Joe Chao will contact a company and report at next meeting.

Other Fundraising ideas: Sylvia Linke will host an Oktoberfest at her home Saturday, October 18, 2014 3:00 - 7:00 p.m.

Meeting adjourned at 8:08 p.m.

Next meeting September 22 @ 7:00 p.m. 2014.

Minutes approved by the Board on _____.

Supreme Dorvil, President

Marie Smith, Secretary



**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
Thursday, September 4th, 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-present
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

Deletion by Code Compliance Officer R. White: Item 5b
Property owner was not given proper notification time
To be brought up to October 14th meeting

4. APPROVAL OF MINUTES

a. August 12th, 2014 - approved

5. NEW BUSINESS

- a. Yaneth X Abrahante – 910 NE 119th St
Case #14-0186 Overgrown grass, weeds and shrubberies
- Motion by M. Beltran, to cut grass, weeds and shrubberies within 3 days, seconded by D. Blanton, Vote count 3-2 (against – G. Kuhl and L. Dillon)
- Not in compliance, Fine of \$50 for failing to comply, and a daily fine of \$50 to commence on September 8th, 2014
- b. Janice Reta Featherstone – 751 NE 116th St
Case #14-0173 Junked vehicle without an updated vehicle registration and license plate
- Deleted
- c. Jenny Prather & Michael Berkland -1055 NE 120th St
Case #14-0162 Yard debris and dead vegetation
- Motion by H. Bilt, to comply immediately, seconded by L. Dillon, Vote count 5-0
- Not in compliance, a repeat offender, Fine of \$50, and a daily fine of \$10 to commence on September 5th, 2014
- d. Jenny Prather & Michael Berkland -1055 NE 120th St
Case #14-0161 High grass, weeds and shrubberies
-Motion by H. Bilt, to comply immediately, seconded by L. Dillon, Vote count 3-2 (against – G. Kuhl and Dale Blanton)
- Not in compliance, a repeat offender, Fine of \$50, and a daily fine of \$10 to commence on September 5th, 2014 (PW cut grass and issued Invoice \$150)



The Village of Biscayne Park

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

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

6. OLD BUSINESS:

7. FINE REDUCTION:

- a. 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
Case#8-12-1665- Landlord Permit- Owner was living in the house, house was not rented.
Case#8-13-2028-Dilapidated Roof- Duplicated violation, case #06-376 is the original violation
Case#06-373- Dirty Roof
Case#06-372 & 375- Overgrown hedges and trees
Case#02-534-Allowing, keeping, creating, maintaining, breeding mosquitos

Motion by G. Kuhl, to not to revisit previous fines as long as work is completed and finalized within two (2) weeks, Vote count 5-0

Case#06-376-Deteriorated roof overhang (liened)
Cannot be reduced as it has not come into compliance until work in progress receives final inspection. Fine remains at \$ 26,900

Special Code Compliance meeting to be held on September 12th, 2014 to allow time for Building Inspector to finalize permit.

8. ANNOUNCEMENTS / SCHEDULE OF NEXT MEETING

The next meeting of the Code Compliance Board is Tuesday, October 14th, 2014, at 7:00PM.

9. ADJOURNMENT

Meeting adjourned at 7:55 p.m.

Minutes approved on _____

By: _____
Gary Kuhl, Chair



PUBLIC ART
ADVISORY BOARD

Bradley Piper
Chair

Karen Marinoni
Larry Newberry
Susan Weiss

MINUTES
PUBLIC ART ADVISORY BOARD
Ed Burke Recreation Center, 11400 NE 9th Ct., Biscayne Park, FL
Wednesday, September 10, 2014 at 6:00PM

1. CALL TO ORDER AND ROLL CALL – The meeting was called to order at 6:15pm. Present were board members Larry Newberry, Karen Marinoni and Susan Weiss. Brad Piper absent. Also present was Village Clerk Maria Camara and Public Services Manager Krishan Manners.
2. AGENDA ADDITIONS AND DELETIONS - None
3. PUBLIC COMMENT (PERMITTED FOR EACH AGENDA ITEM) - None
4. APPROVAL OF MINUTES - Karen Marinoni makes a motion to approve the minutes of August 6th and it was seconded by S. Weiss. All in favor 3-0.
5. OLD BUSINESS - None
6. NEW BUSINESS –
 - a. Coordination and date for setting up Public Art awareness table at next Foundation event and a possible donation box for Biscayne Park Public Art: The Board will set up a table at Biscayne Park's Got Talent which is scheduled for October 11th at 7pm. The Board will also display an art piece to be provided by Larry Newberry.
 - b. Placement of art piece in front of Village Hall: The "Red Headlong" sculpture was placed as of September 9th. Pending was the finishing with the mulch and landscaping. Susan Weiss encourages the use of native plantings. Members also discussed an official unveiling of both recently placed sculptures either the first or second week of October on a Thursday afternoon. Date to be finalized after Clerk confirms with Staff and Commission.
 - c. Photos and copy for the Biscayne Park newsletter: A deadline of September 25th was provided by Clerk Camara for Board members to provide copy and any pictures for the next newsletter scheduled to go out mid-October.
 - d. Look into getting a section with photos on Village website: Board members to provide copy and any pictures to Clerk Camara to update on the Village's website.
 - e. Request for Commission to recognize Jared Susi for pouring the slabs for the two art pieces: Clerk Camara to submit request to add



The Village of Biscayne Park

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

a certificate of appreciation from the Public Art Advisory Board on the October 7th Commission meeting.

- f. Request to the Commission to consider areas in the new construction of annex building and renovation of log cabin to include some art space with appropriate lighting: With limited space in the new annex for open public space, emphasis to add space and lighting in the log cabin for display of art.
- g. Krishan Manners spoke of his experience with an art coordinator in the City of Wilton Manors. Will reach out to that person to possibly come to a future meeting of the Board to share/explain the process of acquiring art, do's and don'ts, and general information.

7. NEXT MEETING DATE – Wednesday, October 8, 2014 at 6:00pm.

8. ADJOURNMENT – Meeting was adjourned at 6:40pm.

Minutes approved on _____
(Date)

By: _____
Bradley Piper, Chair



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
Thursday, September 12th, 2014 at 6:00 p.m.

1. CALL TO ORDER

Meeting was called to order at 6:05 p.m.

2. ROLL CALL

Gary Kuhl – Chair-present

Harvey Bilt – Vice Chair-absent

Michael Beltran-absent

Dale Blanton-present

Linda Dillon-absent

Jenny Johnson-Sardella-present

Staff Attendance - Code Officer Reginald White; Finance Clerk, Wendy Hernandez and Public Services Manager, Krishan Manners.

3. ADDITIONS, DELETIONS OR WITHDRAWALS TO ORDER OF BUSINESS

Addition by Gary Kuhl

a. Jenny Prather & Michael Berkland -1055 NE 120th St

Case #14-0161 High grass, weeds and shrubberies

-Motion to rescind fine made on September 4th 2014 of a \$50 fine, and a daily fine of \$10, Vote Count 3-0

4. FINE REDUCTION:

a. 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#06-376-Deteriorated roof overhang

-Motion to reduce fine to \$ 12,772 by J. Johnson-Sardella and seconded by D. Blanton. Vote count 3-0

Summary below breaks down each case and fine reductions:

Case #	Violation	Date of Fine Reduction	Fine Reduction amount
06-373	Dirty Roof	08/12/14	\$ 1,000.00
06-372 & 375	Overgrown hedges and trees trimmed	08/12/14	\$ 500.00
02-534	Allowing creating, keeping or maintaining any artifice induced mosquito breeding area	08/12/14	\$ 200.00
8-12-1665	No landlord permit for the year 2012	08/12/14	Case dismissed
14-0054	High Grass, weeds and shrubberies	08/12/14	Fines waived
8-13-2028	Fascia/Soffit dilapidated	08/12/14	Case dismissed
06-376	Deteriorated roof overhang	09/12/14	\$ 12,772.00
			<u>\$ 14,472.00</u>



The Village of Biscayne Park

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

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

8. ANNOUNCEMENTS / SCHEDULE OF NEXT MEETING

The next meeting of the Code Compliance Board is Tuesday, October 14th, 2014, at 7:00PM.

9. ADJOURNMENT

Meeting adjourned at 6:24 p.m.

Minutes approved on _____

By: _____
Gary Kuhl, Chair



The Village of Biscayne Park

640 NE 114th 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 9th Court – Biscayne Park, FL Monday, September 15th, 2014 at 6:30pm

1. CALL TO ORDER

The meeting was called 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
Doug Tannehill – Board Member – present
Elizabeth Hornbuckle – Board Member – present
Shanesa Mykoo, Krishan Manners and Sal Annese – staff attendance – present

3. ADDITIONS, DELETIONS OR WITHDRAWALS TO ORDER OF BUSINESS

4. APPROVAL OF MINUTES

September 2, 2014
Tabled

5. PAINT PERMITS

None

6. BUILDING PERMITS

- a. Scott – 1060 NE 121st St – Replace front door
Motion by A. Olis, seconded by D. Tannehill and approved 5-0
- b. Church of Resurrection – 11173 Griffing Blvd – Dumpster enclosure
Denied
*Fence does not meet requirements; Dumpster needs to be out of right of way.
- c. Richmond – 11337 NE 8th Ct – Reroof
Motion by D. Tannehill, seconded by C. Bickel and approved 5-0
- d. Peters – 737 NE 118th St – Install canvas awnings
Motion by E. Hornbuckle, seconded by A. Olis and approved 5-0
- e. Torano – 11328 NE 7th Ave – Replace windows
Motion by A. Olis, seconded by D. Tannehill and approved 5-0
- f. Gubitza – 951 NE 119th St – Bedroom expansion
Motion by A. Olis, seconded by D. Tannehill and approved 5-0
- g. Katz – 11780 Griffing Blvd – Replace windows
Motion by C. Bickel, seconded by A. Olis and approved 5-0
- h. Miami property solutions – 11802 NE 8th Ave – Driveway
Motion by C. Bickel, seconded by A. Olis and approved 5-0
- i. Castillo – 11389 NE 8th Ave – Pool and deck
Motion by A. Olis, seconded by C. Bickel and approved 5-0
- j. Pantesco – 11701 NE 8th Ave – Driveway, Move existing fence, and windows
Driveway: Motion by D. Tannehill, seconded by C. Bickel and approved 5-0
Fence: Motion by D. Tannehill, seconded by E. Hornbuckle and approved 5-0
Windows: Motion by A. Olis, seconded by D. Tannehill and approved 5-0
- k. Duhour – 12085 W. Dixie Hwy – Staircase
Motion by D. Tannehill, seconded by C. Bickel and approved 5-0



The Village of Biscayne Park

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

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

- I. Zieman – 940 NE 111th St – Carport roof
Motion by A. Olis, seconded by C. Bickel and approved 5-0
- m. Bickel – 12045 Griffing Blvd – Trelis
Motion by A. Olis, seconded by D. Tannehill and approved 4-0
Board member recued himself
- n. Smith – 10745 Griffing Blvd – Temporary handicap ramp
Motion by D. Tannehill, seconded by C. Bickel and approved 5-0
One year approval

7. Administrative Variance

- a. Perez -1005 NE 118th St – Boat variance
Motion by C. Bickel, seconded by A. Olis and denied 5-0
Swing of fence direction can be changed for space.

The next meetings of the Planning & Zoning Board are Monday, October 6th, and Monday, October 20th, 2014

8. ADJOURNMENT

This meeting was adjourned at 7:35 p.m.

Minutes approved on: _____
(Date)

By: _____
Gage Hartung, Chair Planning & Zoning Board



Village of Biscayne Park

640 NE 114th Street
Biscayne Park, FL 33161

Tel: 305 899 8000

Fax: 305 891 7241

www.biscayneparkfl.gov

www.BiscayneparkFoundation.org

BISCAYNE PARK FOUNDATION MINUTES

Monday, September 22, 2014 at 7:00PM

Ed Burke Recreation Center

11400 NE 9th Court Biscayne Park, FL 33161

Board Members

President
Supreme Dorvil

Vice president
Jorge Marinoni

Treasurer
Joe Chao

Secretary
Marie Smith

Sylvia Linke

Dorvil called the meeting to order 7:07 p.m.

Roll Call: Board members: Supreme Dorvil, Joe Chao, Marie Smith, Jorge Marinoni. Absent: Sylvia Linke. **In attendance:** Manager Heidi Shafran, Commissioner Fred Jonas, Public Service Manager, Krishan Manners and resident, Tim Tierney.

Approval of Minutes August 25, 2014: Motion by Jorge Marinoni, seconded by Joe Chao, Motion passed.

Treasurer's Report: Treasurer reported on new method of accounting of monies deposited to the Foundation account. Jorge Marinoni suggested that a budget be set for each event in order to provide more accurate accounting. Motion by Jorge Marinoni and seconded by Supreme Dorvil that each fund raising event be designated for a specific Village project i.e. lighting for the Park. Motion passed.

Approval of Treasurer's Report: Motion by Supreme Dorvil seconded by Jorge Marinoni. Motion passed.

Old Business:

Wine Tasting Party: The budget for this event would be \$500, \$200 for food to be supplied by the Tierneys, and \$300 for the wine and beer. At present no indication was to how many would attend and it is hoped that the figure will not exceed 50. Motion by Joe Chao, seconded by Jorge Marinoni that an amount of \$660 be allocated for this event. Motion by Joe Chao, seconded by Supreme Dorvil that proceeds from our next Wine Tasting event will be used for the re-surfacing of the Basketball Court at the Rec. Center. Tim Tierney will supervise, donate time and negotiate with the Commission this project. Motion passed. Motion by Joe Chao, seconded by Supreme Dorvil that proceeds from the next Wine Tasting Party be designated for lighting at the Rec. Center. Motion passed.

Biscayne Park Got Talent: Supreme reported on a slow response to this event. Discussion followed. Motion made by Supreme, seconded by Jorge that if 10 applications were not received by October 1, this event would be cancelled for this year. Motion passed.

Oktoberfest: Board member Sylvia Linke was absent and no reporting was available.

Foundation Shirts & Banner: Joe Chao reported on his investigation and brought samples of two (2) t-shirts. A discussion followed on the cost. 10 shirts would cost \$158, 40 would cost lower based on the number and design. A selling price was discussed and members felt \$15 should be a maximum. Supreme requested Joe Chao to further investigate the probability of a larger order and end price. Joe Chao and Jorge Marinoni to work on the design.

Website & Facebook: Jorge reported on his work with Facebook and the link to the Foundation Webpage. Joe Chao reported that the website should be utilized and developed to a greater extent than at present. A discussion followed and it was concluded that more research will be done regarding the webpage.

Foundation Banner: Joe Chao reported that a tablecloth would cost \$100, printing \$50. Motion by Supreme seconded by Jorge that \$150 be expended from the Foundation account for a banner. Motion passed.

Board Members Responsibilities: Joe Chao reported on the lack of assistance from board members. A discussion followed. Each board member present felt that they were contributing to their specific role in the Foundation and not lacking in cooperation. As members of the Foundation board it is necessary to respect each members personality and individuality and their unique contribution to the success of the Foundation.

Jorge Marinoni reported on requesting the commission to obtain quotes on the lighting of the Rec. area. He also reported on sending an e-mail to the Mayor requesting that our By-Laws be examined to verify that they fall within the IRS requirement of a 501-C since the Village has just procured a \$20,000 grant to renovate Village Hall. Many of the sections of the existing By-Laws need to be re-examined and possibly changed.

Membership: Marie Smith reported that this part of the Foundation needed to be developed so membership and funding to the Foundation would increase. At present, for 2014 only six residents had paid membership dues. Since we were toward the end of the year, Supreme Dorvil said he would place this item on the January 2015 Agenda.

A discussion followed on the need to form sub-committees to help during our many fundraising events. This should be discussed with the Commission. Motion by Supreme, seconded by Jorge, to further investigate the setting up of sub-committees. Motion passed.

Meeting Adjourned at 8:51 p.m.

Next meeting October 13 @ 7:00 p.m. 2014.

Minutes approved by the Board on _____.

Supreme Dorvil, President

Marie Smith, Secretary



Village of Biscayne Park

Commission Agenda Report

Village Commission Meeting Date: October 7, 2014

Subject: Resolution 2014-47

Prepared By: Heidi Shafran, Village Manager

Sponsored By: Staff

Background

At its August 5, 2104 meeting, the Village Commissioner considered a resolution in support of All Aboard Florida's project which proposes to construct and operate a privately owned and operated intercity passenger railroad system along the existing FEC Corridor adjacent to the Village.

The Village Commission directed staff to research any possible future financial obligation by the Village for the installation of "quiet zones" in support of the project.

On September 5th Village Staff attended a meeting that was hosted by the Miami-Dade Metropolitan Planning Organization (MPO) staff with all agencies and municipalities along the corridor to discuss recent discussions between All Aboard Florida and the MPO regarding quiet zones. All Aboard Florida and the MPO intend to jointly secure federal funds for the implementation of quiet zones in Miami-Dade County.

Recommendation

Approval of Resolution 2014-47

Attachments

- Resolution 2014-47;
- Letter to the Editor, August 7, 2014, MiamiHerald.com
- "Funding OK'd for railroad 'quiet zones' in All Aboard project", August 12, 2014, Sun-Sentinel.com
- "Federal report supports All Aboard plan", September 22, 2014, MiamiHerald.com

1
2
3 **RESOLUTION NO. 2014-47**
4

5 **A RESOLUTION OF THE VILLAGE**
6 **COMMISSION OF THE VILLAGE OF**
7 **BISCAYNE PARK, FLORIDA; SUPPORTING**
8 **FLORIDA EAST COAST INDUSTRIES’**
9 **CONSTRUCTION OF A 235 MILE PASSENGER**
10 **RAILROAD FROM MIAMI TO ORLANDO;**
11 **PROVIDING FOR AN EFFECTIVE DATE**
12

13
14 WHEREAS, the construction of a 235-mile passenger railroad train will create 10,000
15 construction jobs per year during its construction and 5,000 permanent jobs once completed;
16 and

17 WHEREAS, it is estimated that the Florida economy will grow by more than \$6 billion
18 dollars over the next eight years as a result of this project; and
19

20 WHEREAS, the economic benefits enjoyed by Miami-Dade County alone are estimated
21 to be \$1.6 billion dollars; and
22

23 WHEREAS, the proposed construction of the 235-mile passenger train connecting
24 Miami and Orlando in under three hours will bestow substantial economic benefits directly to
25 Greater Miami through increased business revenues, new construction jobs, increased tourism
26 and increased roadway safety.

27
28 NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND VILLAGE
29 COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA:
30

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

34 **Section 2.** The Village Commission of the Village of Biscayne Park supports the
35 construction of the 235-mile passenger railroad.
36

37 **Section 3.** This resolution shall be effective immediately upon its adoption.
38

1
2 PASSED AND ADOPTED this ____ day of _____, 2014.
3

4
5 The foregoing resolution upon being
6 put to a vote, the vote was as follows:
7

8
9 Mayor Coviello: ____
10 Vice Mayor Ross: ____
11 Commissioner Anderson: ____
12 Commissioner Jonas: ____
13 Commissioner Watts: ____
14

15 Attest:
16

17
18
19 _____
20 Maria C. Camara, Village Clerk
21

22
23 Approved as to form:
24

25
26
27 _____
28 John J. Hearn, Village Attorney

Miami Herald

Posted on Thu, Aug. 07, 2014

Safer rail service

Bravo to the Florida Department of Transportation for requiring sealed corridors along the pathway of the proposed All Aboard Florida (AAF) intersections. This means that pedestrians and drivers will be safer at FEC rail crossings and that municipalities will pay less for quiet zones. Safety as Floridians Expect — SAFE — now fully supports passenger rail service on the FEC tracks.

I am SAFE's representative on the Tri-Rail Coastal Link's finance and public information sub-committees. These sub-committees, along with the technology sub-committee, have been hard at work planning for local passenger service on the same tracks that will be used by AAF.

Recently, a noncompete service agreement was made between Tri-Rail Coastal Link and AAF that will ensure that local passenger service will be provided by TRCL and long distance by AAF which will be paying a big portion of fixed costs that otherwise would have been borne by taxpayers, such as station construction in Miami, Fort Lauderdale, and West Palm Beach.

Jim Smith, chairman, SAFE, Delray Beach

© 2014 Miami Herald Media Company. All Rights Reserved.
<http://www.miamiherald.com>

sun-sentinel.com/fl-all-aboard-quiet-zones-20140812,0,5394621.story

Sun Sentinel

Funding OK'd for railroad 'quiet zones' in All Aboard project

By [Michael Turnbell](#), Sun Sentinel

5:52 PM EDT, August 12, 2014

Blaring train horns may become a thing of the past on the tracks that pass through coastal
downtowns from Miami to West Palm Beach.

advertisement

Officials announced Tuesday they have secured funding for crossing improvements necessary to establish a continuous quiet zone on the Florida East Coast Railway from Hallandale Beach to downtown West Palm Beach.

Quiet zones are areas with enough safety features, such as new lights, gates or raised medians, that the Federal Railroad Administration will allow trains to pass through without sounding their horns.

Officials will hold separate news conferences in [Boca Raton](#) and Hollywood on Wednesday to talk about the effort.

All Aboard Florida is spending about \$800 million to build the first phase of its passenger rail service, with stops in Miami, Fort Lauderdale and West Palm Beach. It plans to run 32 trains daily (16 each way), starting in late 2016.

The private company is adding a second track and improving dozens of crossings — 115 in [Palm Beach County](#), 67 in Broward and 19 in Miami-Dade — to safety levels needed for passenger trains. About \$60 million will be spent on crossings alone.

With construction set to begin soon, officials hope the quiet zone, which still must get federal approval, could be in place before All Aboard Florida's trains start running.

Planning organizations in Broward and Palm Beach counties set aside \$10 million in federal money to help with the effort, but officials now say only about \$2 million will be needed. That means the rest of the money can be spent on other priorities, said Greg Stuart, director of Broward's Metropolitan Planning Organization.

The counties are still seeking an additional \$20 million in federal funds to fund even more improvements beyond what is required for a quiet zone, such as four-quadrant gates that block the crossing on both sides on all of the major roads and make the rail corridor safer.

In Miami-Dade, which has a much smaller stretch of track than Broward or Palm Beach counties, officials say they will use \$3.3 million in federal funds already in hand to do both the quiet zones and safety improvements.

Train engineers are required to sound their horns — two long blasts followed by a short and a long blast —

about 1,000 feet before reaching each crossing. At 110 decibels, the sound is comparable to a jackhammer, a jet flying over or standing next to a chain saw.

mturnbell@tribune.com, *Twitter @MikeTurnpike, Facebook at SunSentinel.com/concreteideas.*

Copyright © 2014, [South Florida Sun-Sentinel](#)

NEWS ([HTTP://WWW.MIAMIPHERALD.COM/NEWS/](http://www.miamiherald.com/news/))

> SOUTH FLORIDA ([HTTP://WWW.MIAMIPHERALD.COM/NEWS/LOCAL/](http://www.miamiherald.com/news/local/))

> COMMUNITY ([HTTP://WWW.MIAMIPHERALD.COM/NEWS/LOCAL/COMMUNITY/](http://www.miamiherald.com/news/local/community/))

> MIAMI-DADE COUNTY ([HTTP://WWW.MIAMIPHERALD.COM/NEWS/LOCAL/COMMUNITY/MIAMI-DADE/](http://www.miamiherald.com/news/local/community/miami-dade/))

Federal report supports All Aboard plan

BY ALFONSO CHARDY - ACHARDY@ELNUEVOHERALD.COM

09/22/2014 5:31 PM | Updated: 09/23/2014 2:24 PM



All Aboard Florida plans to start operating in 2016 running trains first between Miami and West Palm Beach. MIAMI HERALD FILE

The federal government has delivered a largely positive evaluation of a \$2.5 billion private project to build an express passenger train between Miami and Orlando that, according to company estimates, could have a ridership of 3.5 million by 2019.

A required Draft Environmental Impact Statement issued Friday by the Federal Railroad Administration (FRA) says that overall the All Aboard Florida project would have minimal impacts on the environment including air quality, water resources, wetlands and protected species.

“The cumulative analysis for the project shows that the combination of the [All Aboard Florida] passenger rail project impacts with other impacts would not result in a serious deterioration of environmental functions,” the 522-page report states.

All Aboard Florida seemed pleased by the report, but said its executives were still reading the massive document.

"All Aboard Florida is still reviewing the Draft Environmental Impact Statement that was published by the Federal Railroad Administration on Friday," an All Aboard Florida statement said. "Thus far, we have found the analysis consistent of what we have been saying in terms of benefits and impacts. We will continue our review of the document and engagement in productive dialogue with stakeholders along the corridor."

Release of the federal evaluation is important both because it advances All Aboard Florida toward reality and because federal approval is necessary before the company can qualify for the \$1.6 billion loan it is seeking for the project.

The project still requires approvals by the U.S. Army Corps of Engineers, the Coast Guard, the Federal Aviation Administration, the Federal Highway Administration, the Fish and Wildlife Service and the National Marine Fisheries Service, the federal report says.



All Aboard Florida plans to start operating in 2016 running trains first between Miami and West Palm Beach. The second phase of the project would start operations in 2017 between West Palm Beach and Orlando International Airport.

The firm's plan is to run the service with 16 round-trip trains that would cover the 235-mile route in about three hours, the report says. It also says that All Aboard Florida expects the service to be extremely popular with riders.

"The most conservative total annual ridership would amount to approximately 3.5 million [riders] in 2019," the report says. Of that total, the majority – or about two million riders – would travel from Miami to Fort Lauderdale and West Palm Beach, the report says, citing company estimates.

By 2030, the report says, total ridership could exceed 4 million.

While the report says the project has the "potential to adversely affect" a number of environmental categories such as wetland and protected species, those effects could be mitigated with certain measures. At the same time, the report says, the project also could have "beneficial environmental effects" because it might reduce traffic on highways between Miami and Orlando since many drivers are expected to take the train instead.

One possible significant impact, the report said, would be an increase in the number of times that traffic at railroad crossings would have to stop.

"Typical at-grade crossings," the report said. "would be closed an average of 54 minutes per day [3 times per hour], with closure times ranging from 1.7 minutes [passenger] to 2.8 minutes [freight]."

From Miami to West Palm Beach, All Aboard Florida trains would share the rail corridor with existing freight trains traveling between PortMiami and Jacksonville.

The report said the train service also could lead to more frequent closing of drawbridges over certain waterways used by boaters, but it noted that All Aboard Florida has proposed to work with mariners more closely to reduce delays.

Even for the long haul, when climate change is expected to be a factor, the federal report said the potential impact of sea level rise for the project's east-west segment from Cocoa to Orlando is expected to be "minimal" for the 2030 and 2060 planning horizons.

Sea level rise may be more of a threat for the Miami-to-Cocoa segment that runs along the coast, the report said.

One negative impact, the report said, would be the possible demolition of two historic bridges over the Eau Gallie River and the St. Sebastian River on the south-north segment from Miami to Cocoa.

Related Stories

All Aboard Florida Selects Siemens as Train Manufacturer
(<http://www.miamiherald.com/incoming/article2086201.html>)

1
2
3 **RESOLUTION NO. 2014-67**
4

5 **A RESOLUTION OF THE VILLAGE**
6 **COMMISSION OF THE VILLAGE OF**
7 **BISCAYNE PARK, FLORIDA,**
8 **RECOGNIZING OCTOBER 2014 AS ANTI-**
9 **BULLYING AWARENESS MONTH IN THE**
10 **VILLAGE OF BISCAYNE PARK AS A**
11 **SYMBOL OF OUR COMMITMENT TO**
12 **THE YEAR ROUND STRUGGLE AGAINST**
13 **BULLYING; PROVIDING FOR AN**
14 **EFFECTIVE DATE**
15

16 WHEREAS, we must safeguard schools and communities for our children, and,
17 through our recognition of the serious issues that face them each day, offer our children an
18 environment that holds promise and security; and

19 WHEREAS, many organizations, school districts, educators and parents have publicly
20 expressed concern about the bullying of children; and

21 WHEREAS, each day an estimated 160,000 children refuse to go to school because
22 they dread the physical and verbal aggression of their peers, and the loneliness that comes from
23 being excluded and made the target of rumors and cyber-bullying; many more students attend
24 school in a chronic state of anxiety; and

25 WHEREAS, it is important that we acknowledge and heighten awareness about the
26 serious issues and the negative effects of bullying, including the long-term damage it can cause
27 in our youth as well as the risks of teenage suicide; and

28 WHEREAS, providing a safe physical and emotional environment is a significant goal
29 and a personal responsibility of each individual; and

30 WHEREAS, it is time to “Stand UP for Character - DOWN to Bullying”.

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

35 **Section 1:** That the above recitals are true and correct and are incorporated herein by
36 this reference.

1 **Section 2:** The Village Commission recognizes October 2014 as Anti-Bullying
2 Awareness Month in the Village of Biscayne Park as a symbol of our commitment to the year-
3 round struggle against bullying.

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
put to a vote, the vote was as follows:**

9

10

11

David Coviello, Mayor

Mayor Coviello: ____

Vice Mayor Ross: ____

Commissioner Anderson: ____

13

14

Attest:

Commissioner Jonas: ____

15

16

17

18

Maria C. Camara, Village Clerk

Commissioner Watts: ____

19

20

21

Approved as to form:

22

23

24

25

26

John J. Hearn, Village Attorney



Village of Biscayne Park Commission Agenda Report

Village Commission Meeting Date: October 7, 2014

Subject: Resolution 2014-68

Prepared By: Chief Cornelius McKenna

Sponsored By: Staff

Background

The Miami-Dade Schools Police Department has provided a Mutual Aid Agreement to receive and extend mutual aid in the form of law enforcement services and resources between the Village of Biscayne Police Department and the Miami-Dade Schools Police Department. The agreement does not adversely impact Village police manpower or finances.

Fiscal / Budget Impact

N/A

Recommendation

Approval of Resolution 2014-68

October 7, 2014

Commission Agenda Report

Resolution 2014-68

Attachments

- Resolution 2014-68
- Memorandum of Understanding

1
2
3 **RESOLUTION NO. 2014-68**
4

5 A RESOLUTION OF THE VILLAGE
6 COMMISSION OF THE VILLAGE OF
7 BISCAYNE PARK, FLORIDA, AUTHORIZING
8 THE VILLAGE MANAGER TO EXECUTE A
9 MUTUAL AID AGREEMENT BETWEEN THE
10 SCHOOL BOARD OF MIAMI-DADE
11 COUNTY, FLORIDA MIAMI-DADE
12 SCHOOLS POLICE DEPARTMENT AND THE
13 VILLAGE OF BISCAYNE PARK; PROVIDING
14 FOR AN EFFECTIVE 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 the Miami-Dade County Police Department and other police departments within
23 Miami-Dade County to respond to both foreseeable and unforeseeable natural and man-
24 made disasters and emergency situations; and,
25

26 WHEREAS, in order to insure the preparation of these law enforcement agencies
27 will be adequate to address any and all of these conditions, to protect the public peace and
28 safety, and to preserve the lives and property of the people of the participating
29 municipalities; and,
30

31 WHEREAS, Miami-Dade County and the Village of Biscayne Park have the
32 authority under Chapter 23, Florida Statutes, Florida Mutual Aid Act, to enter into a Mutual
33 Aid Agreement (MAA); and,
34

35 WHEREAS, in consideration of the benefits provided by the Mutual Aid Agreement
36 with the Miami-Dade Schools Police Department, the Village desires to execute the Mutual
37 Aid Agreement between the School Board of Miami-Dade County, Florida Miami-Dade
38 Schools Police Department and the Village of Biscayne Park.
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 For Voluntary Cooperation and Operational Assistance Between the School
50 Board of Miami-Dade County, Florida Miami-Dade Schools Police Department and the
51 Village of Biscayne Park. The agreement, in substantial form, is attached and incorporated
52 by reference into this resolution as exhibit 1.
53

54 **Section 3.** This Resolution shall become effective upon adoption.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27

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: ____

Maria C. Camara, Village Clerk

Approved as to form:

John J. Hearn, Village Attorney

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

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

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

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

WHEREAS VILLAGE OF BISCAYNE PARK and the Miami-Dade Schools Police Department intend this Agreement to be the underlying and governing Agreement in all future Memorandum of Understanding's entered into by both parties;

NOW, THEREFORE, the parties agree as follows:

I. PROVISIONS FOR OPERATIONAL ASSISTANCE

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

dispatched in response to a request for assistance from the other law enforcement agency. However the only time an officer will work outside of their jurisdiction is if mutual aid is preplanned or invoked and the officer is working and being compensated by the department. All off duty events outside of our jurisdiction will have mutual aid invoked and reimbursed by the requesting agency.

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

II. PROVISIONS FOR VOLUNTARY COOPERATION

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

III. POLICY AND PROCEDURE

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

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

IV. COMMAND AND SUPERVISORY RESPONSIBILITY

A. The resources or facilities that are assigned by the assisting agency shall be under the immediate command of a supervising officer designated by the assisting agency head or designee. Such supervising officer shall be under the direct supervision and command of the agency head or designee of the agency requesting assistance.

B. Whenever an officer is rendering assistance pursuant to this Agreement, the officer shall abide by and be subject to the rules and regulations, personnel policies, general orders, and standard operating procedures of his or her own employer.

C. Whenever there is cause to believe that a complaint has arisen as a result of a cooperative effort as it may pertain to this Agreement, the Chief of Police or his or her designee of the agency employing the officer who is subject to the complaint shall be responsible for the investigation of the complaint. The Chief of Police or designee of the requesting agency should ascertain as a minimum: 1) the identity of the complainant; 2) an address where the complaining party can be contacted; 3) the specific allegations; and 4) the identity of the employees accused without regard as to the agency affiliation. If it is determined during the investigation of a complaint that the accused is an employee of the assisting agency, the above information with all pertinent documentation gathered during the receipt and processing of the complaint shall be forwarded without delay to the agency for administrative review. The requesting agency may conduct a review of the complaint to determine if any factual basis for the complaint exists and/or whether any of the employees of the requesting agency violated any of their agency's policies or procedures.

V. AUTHORITY, PRIVILEGES, IMMUNITIES, AND COSTS

A. Authority of law enforcement officers operating pursuant to this Agreement:

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

employed.

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

B. Each party agrees to furnish necessary equipment, resources and facilities, and

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

C. The agency furnishing any equipment pursuant to this Agreement shall bear the loss or damage to such equipment and shall pay any expenses incurred in the operation and maintenance thereof.

D. The agency furnishing aid pursuant to this Agreement shall compensate its employees during the time such aid is rendered and shall defray the actual travel maintenance expenses of such employees while they are rendering such aid, including any amounts paid or due for compensation due to personal injury or death while such employees are engaged in rendering such aid. The requesting agency may reimburse the assisting agency during the time of the rendering of such aid and may defray the actual travel and maintenance expenses of such employees while they are rendering such aid, including any amounts paid or due for compensation as a result of personal injury or death while such employees are rendering such aid as pertains to Section I of this Agreement.

E. All provision and immunities from liability, exemption from laws, ordinances and rules, and all pension, insurance, relief, disability, workers' compensation, salary, death, and other benefits which apply to the activity of such officers, agents, or employees or any such agency when performing their respective functions within the territorial limits of their respective public agency shall apply to them to the same degree, manner, and extent while engaged in the performance of any of their functions and duties extra-territorially under the provisions of this mutual aid Agreement. The provisions of this section shall apply with equal effect to paid, volunteer, and reserve employees.

VI. INDEMNIFICATION

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

other remedy available under the Agreement or otherwise. This indemnification obligation shall not be diminished or limited in any way to any insurance maintained pursuant to the Agreement otherwise available to the other participating party. The remedy provided to the Indemnitees by this indemnification shall survive this Agreement. The provisions of this Section shall specifically survive the termination of this Agreement. The provisions of this Section are intended to require both parties to furnish the greatest amount of indemnification allowed under Florida law. To the extent any indemnification requirement contained in this Agreement is deemed to be in violation of any law, that provision shall be deemed modified so that both parties shall be required to furnish the greatest level of indemnification to the Indemnitees as was intended by the parties hereto.

VII. FORFEITURES

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

VIII. SCHOOL CRITICAL INCIDENT RESPONSE PLAN

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

IX. INSURANCE

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

X. CONCURRENT JURISDICTION

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

XI. EFFECTIVE DATE

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

XII. CANCELLATION

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

For VILLAGE OF BISCAYNE PARK:

Village of Biscayne Park, Florida
ATTN: Heidi Shafran, Village Manager
640 N.E. 114th St.
Biscayne Park, FL 33161

With a copy to:

Village of Biscayne Park Police Department
ATTN: Cornelius F. McKenna, Chief of Police
640 N.E. 114th St.
Biscayne Park, FL 33161

AS TO THE SCHOOL BOARD:

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

With a copy to:

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

And a copy to:

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

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

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

THE VILLAGE OF BISCAYNE PARK, FLORIDA

(as to the Village of Biscayne Park):

BY: _____ Signature

(Biscayne Park Village Manager)

Heidi Shafran

(Name Typed)

Village of Biscayne Park Attorney - Signature/Date

Date: _____

Village of Biscayne Park Police Department

BY: _____
Signature

Name: Cornelius F. McKenna, Chief of Police

Address: 640 NE 114th St.

Biscayne Park, FL 33161

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

(as to the School Board):

**THE SCHOOL BOARD OF MIAMI-DADE COUNTY,
FLORIDA**

BY: _____ Signature

(Superintendent of Schools or Designee)

School Board Attorney - Signature

Date

(Name Typed)

Date: _____

SUBMITTED BY:

INSERT ENTITY/ORGANIZATION

Chief Ian Moffett

BY: _____

Signature

Name: _____

Address: _____

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

School Board Employee: Yes No

M-DCPS Employee No. _____

Risk Management Signature

Date



Village of Biscayne Park Commission Agenda Report

Village Commission Meeting Date: October 7, 2014

Subject: Resolution 2014-69

Prepared By: Maria C. Camara, Village Clerk

Sponsored By: Staff

Background

Last year the Village successfully submitted and were awarded a grant by the Florida Department of State, Division of Historic Resources for the purpose of rehabilitating the historic Village Hall log cabin.

The Village seeks to again apply and is requesting \$100,000 in funding. The solicitation period for the 2016 Special Category Grants-In-Aid is September 1st through October 31st, 2014. This grant requires a fifty percent (50%) local match as a condition for award. The attached resolution commits to the provision of \$50,000 in matching funds in the Village's Fiscal Year 2016 Budget in order to provide the required match.

Fiscal / Budget Impact

- \$50,000 provision in the Village's Fiscal Year 2016 Budget as the required match.

October 7, 2014

Commission Agenda Report

Resolution 2014-69

Recommendation

Approval of Resolution 2014-69

Attachments

- Resolution 2014-69
- 2016 Special Category Grants-In-Ad Notice

1
2
3
4 **RESOLUTION NO. 2014-69**
5

6 A RESOLUTION OF THE VILLAGE
7 COMMISSION OF THE VILLAGE OF BISCAYNE
8 PARK, FLORIDA, AUTHORIZING THE VILLAGE
9 MANAGER TO EXECUTE AND SUBMIT A
10 GRANT APPLICATION AND SUPPORTING
11 DOCUMENTS, AND COMMITTING TO THE
12 PROVISION OF MATCHING FUNDS TO THE
13 FLORIDA DEPARTMENT OF STATE, DIVISION
14 OF HISTORIC RESOURCES FOR THE PURPOSE
15 OF REHABILITATING THE HISTORIC VILLAGE
16 HALL LOG CABIN; PROVIDING FOR AN
17 EFFECTIVE DATE
18

19 WHEREAS, the Mayor and Commission of the Village of Biscayne Park wishes to
20 rehabilitate the historic Village Hall Log Cabin in order to preserve and enhance one of the
21 Village's most significant cultural and historic resources;
22

23 WHEREAS, the Florida Department of State, Division of Historic Resources is accepting
24 grant applications under the 2016 Special Category Grants-In-Aid Program, and;
25

26 WHEREAS, the 2016 Special Category Grants-In-Aid Program requires a 50 percent
27 match of the requested grant amount or a minimum of \$50,000 match, and;
28

29 WHEREAS, the Village is requesting \$100,000 in funding from the Florida Department
30 of State, Division of Historic Resources under the 2016 Special Category Grants-In-Aid
31 Program;
32

33 NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COMMISSION OF THE
34 VILLAGE OF BISCAYNE PARK, FLORIDA, AS FOLLOWS:
35

36 **Section 1:** The Village Manager is authorized to execute and submit the application
37 and supporting documents.
38

39 **Section 2:** The Village Commission will approve the provision of \$50,000 in
40 matching funds in the FY 2016 Budget in order to provide the required
41 match.
42

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

45
46 PASSED AND ADOPTED this ____ day of _____, 2014.
47
48

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

**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: ____

**Notice of Solicitation for
2016 Special Category Grants-in-Aid
September 1, 2014 – October 31, 2014**

The purpose of this notice is to formally announce that the Florida Department of State, Division of Historical Resources, is currently soliciting applications for the Historic Preservation Special Category Grants-in-Aid Program.

SPECIAL CATEGORY GRANTS PROGRAM

The purpose of the Special Category Grants Program is to provide funding to assist major local, regional and state-wide efforts to preserve significant historic structures and archaeological sites, to assist major archaeological excavations, and assist in the development, fabrication and installation of major museum exhibits that will promote knowledge and appreciation of the history of Florida. For the purpose of this program, the term "major" means projects with grant funding needs in excess of \$50,000. This program does not fund operational support for museums or historic preservation organizations.

SOLICITATION PERIOD

The solicitation period begins September 1, 2014, and extends through October 31, 2014. The online application is available at www.flheritage.com/grants. Online applications must be submitted by 11:59 p.m. on October 31, 2014. In addition, one paper copy of the application and all required attachments must be delivered to the Bureau of Historic Preservation, R. A. Gray Building, 500 South Bronough Street, Tallahassee, Florida 32399-0250 no later than 5:00 p.m., October 31, 2014 OR be clearly postmarked on or before October 31, 2014, OR show evidence of submission to an express mail service on or before October 31, 2014. If access to the online application is not available, arrangements for the submission of paper applications may be made by calling the Bureau at 850.245.6333 or toll free at 1.800.847.7278.

FUNDS AVAILABLE

Funding availability will depend upon legislative appropriation during the 2015 Legislative Session. Recommended grant awards will range from \$50,000 to \$350,000.

WHO IS ELIGIBLE TO APPLY

Eligible applicants include departments or agencies of the State of Florida (including state universities); units of county, municipal or other local governments; or any Florida not-for-profit corporation, institution, or organization.

Religious organizations are eligible to apply for grant-in-aid assistance. However, eligible development activities involving religious properties are limited to work on the exterior of the property and only to those interior activities that are essential to the preservation of the structural integrity of the property. For clarification, "religious properties" include any real property and associated improvements owned by a religious institution such as churches, schools, meeting halls and parish houses and any real property, regardless of ownership, that is used as a place of worship.

For historical museum projects, applicants must be a governmental or non-profit Florida history museum. A Florida history museum is an institution established permanently in Florida, promoting and encouraging knowledge and appreciation of Florida history through the collection, presentation, exhibition, and interpretation of artifacts and other historical items related to Florida history. The mission of the museum must relate directly to the history of Florida.

PROJECTS ELIGIBLE FOR FUNDING

1. Acquisition of historic properties or archaeological sites;
2. Development activities, including: restoration, rehabilitation, preservation, and reconstruction, and site-specific planning required for these activities;
3. Archaeological excavation projects, including: research, field investigation, testing, analysis and publication of findings; and
4. Museum exhibit projects for Florida history museums, including: research, exhibit design, fabrication and installation.

Museum Exhibit projects involve development and presentation of exhibitions and educational materials on the history of the human occupation of Florida through use of artifacts, graphics, audiovisual elements, text panels and educational materials. Projects must result in a tangible product related to Florida history.

Property for which an applicant is requesting Special Category grant assistance does not need to be listed in the National Register of Historic Places. However, if a property is not listed in the National Register, the applicant must provide sufficient information to allow its historic significance to be fully evaluated. Such historical information for properties that are designated under a local

historic preservation ordinance may be contained in a local Designation Report. For other properties, this information may be contained in a historic sites survey report or other documentation. For those properties where this information is not available, the applicant may include historical research as one of the proposed grant work items. A portion of grant funding (up to \$2,000) may be used to pay for this activity. It is not necessary to supply this information for historical museum exhibition projects, unless the museum is located in a historic building.

All proposals for restoration or rehabilitation work must follow the *Secretary of Interior's Standards for the Treatment of Historic Properties*, and all proposals for archaeological excavations must follow the *Secretary of Interior's Standards for Archaeological Documentation*.

Other preservation activities may also be eligible for grant assistance. If you have a question about the eligibility of a project or work element, please call the Bureau of Historic Preservation at 850.245.6333 or 1.800.847.7278.

AWARD AMOUNT AND MATCH REQUIREMENTS

The applicant shall request no more than \$350,000 in a single application. The minimum grant request amount for the Special Category Grant Program is \$50,000.

The match requirement for the Special Category Grant Program shall be the greater of \$50,000 or 50 percent of the requested grant amount unless as reduced for communities participating in the Rural Economic Development Initiative (REDI) program, administered by the Governor's Office of Trade and Economic Development. The match requirement shall be reduced to 10 percent of the requested grant amount for projects within rural communities designated as REDI-qualified in accordance with Sections 288.0656 and 288.06561, *Florida Statutes*. The community in which the project site is located must be a REDI community at the time of application. A list of REDI qualified counties and municipalities is available from the Department of State at <http://www.dos.state.fl.us/grants/redi/>.

An applicant organization may submit only one (1) Historic Preservation Special Category Grant Application under a single application deadline. State, county or city governments, or universities may submit single applications from more than one division or department during any grant cycle, provided that those divisions or departments are separate and distinct budgetary units, and provided that applications do not address the same facility, project or site.

Grantees may have no more than one (1) previously awarded Special Category grant open at the time of application. Applications from applicants with more than one open Special Category grant shall be declared ineligible by staff and such applications shall be returned to the applicant with a written explanation.

In computing grant match, please note that, while direct administrative costs for conducting grant activities will be considered allowable expenditures, in aggregate, the amount of these costs (whether grant funded and/or part of the match) may not exceed 10% of the grant award request. In valuing in-kind services and donated materials, please be sure to use a value that reflects a typical fair market value you would pay if you were purchasing such services. Volunteer labor is typically valued at the current State of Florida minimum wage.

Please be aware that you may not use expenditures of any kind made prior to the grant period as part of your match.

Match must be fully documented in Attachment A of the application. This documentation will be reviewed in detail by staff. In review of applications, no preference will be given to projects with an overmatch. Match may be in the form of cash, in-kind services, volunteer labor, or donated materials. **A minimum of 25 percent of the match must be cash on hand.** The match must relate directly to the specific project for which grant funds are being requested and not to activities or expenditures involving other exhibits, or buildings or sites in an associated complex of historic buildings or archaeological sites. The match, as stipulated in the application, must be expended during the grant period on the described project and be fully documented. Any promised match that is not spent may result in reduction of the grant award by a proportional amount.

It is important that an applicant document support for the project for which funding is requested. It is recommended that between 10 and 15 letters of support, endorsements, resolutions, and other documentation evidencing local, regional or statewide support for the project be included with the submission of the paper copy of the application.

APPLICATION DEADLINE

Applications will be accepted online between September 1, 2014 and 11:59 p.m. on October 31, 2014. In addition to the submission of the online application, to be considered for funding, one paper copy of the application plus attachments and signature forms must be delivered to the Bureau of Historic Preservation, Division of Historical Resources **on or before 5:00 p.m. October 31, 2014, OR** be clearly postmarked OR show evidence of submission to an express mail service on or before October 31, 2014.

APPLICATION REVIEW AND PROJECT SELECTION

Eligible applications will be evaluated on a competitive basis by the Florida Historical Commission (FHC) in a public meeting scheduled for **December 15 and 16, 2014**. The Commission will review applications pursuant to criteria in Chapter 1A-39.008(8), *Florida Administrative Code*, and recommend those applications that should be forwarded to the 2015 Legislature for funding consideration in State Fiscal Year 2015/2016. A level of funding (full or partial) will be recommended for each project. In accordance with the Government Performance and Accountability Act of 1994, the Division of Historical Resources is mandated to increase the number of historic and archaeological properties protected or preserved for public use. As a result, in order to meaningfully benefit as many properties as possible, projects may not be recommended for the full amount requested; rather, the Commission may recommend an amount intended as a significant contribution to the project. The Commission will also rank, in priority, those projects that it recommends.

The Florida Historical Commission will recommend to the Secretary of State, the projects that should be forwarded to the Legislature to be considered for funding. This recommendation will not result in any immediate grant award. The award and level of funding for each Special Category project will be subject to specific legislative appropriation.

The Commission will take into consideration which applicants appear best able to utilize funding within 24 months, beginning on July 1, 2015 and ending on June 30, 2017. In this reference, applicants should be careful not to request more funds than they could reasonably expect to expend within a 24-month period. It is important to keep in mind that, for large projects, five or six months may be required to develop satisfactory plans and specifications before actual work could begin. **Plans, specifications, and contracts must be submitted to the Bureau of Historic Preservation for review and approval before the implementation of any work.**

For projects receiving funding from the 2015 Florida Legislature, funds will become available after July 1, 2015, which is the beginning of the 2015-2016 State Fiscal Year. The funds must be fully obligated (under contract) by June 30, 2016. Any unexpended balance of grant funds will revert to the state at the end of the 24-month period, on June 30, 2017.

ADMINISTRATIVE REQUIREMENTS

To receive grant funds, grantees will be required to sign a Grant Award Agreement containing specific administrative responsibilities. **Grantees with rehabilitation or restoration projects will also be required to execute Restrictive Covenants that must be recorded with the property deed by the Clerk of Circuit Court in the county where the property is located. These covenants require that, in exchange for state grant funds, the grantee will not undertake modifications to the property (other than routine repairs and maintenance) for a period of ten years without review and approval of plans and specifications by the Division.** Additional information regarding these covenants is available from the Bureau on request.

For projects involving properties other than real property (e.g. aircraft, locomotive or marine vessel), the grantee must submit an executed and notarized Preservation Agreement in which the grantee and property owner shall commit to assuming the cost of maintenance and repair of the property, permit no alterations without prior permission from the Division, and allow the inspection of the property by the Division for a period of ten years. Detailed information about the Preservation Agreement is available from the Bureau upon request.

ADDITIONAL INFORMATION

If you have any questions regarding proposed projects or the online application form, please call staff of the Bureau of Historic Preservation at 800.847.7278 or 850.245.6333. Questions regarding architectural projects should be directed to Kenneth Cureton or Richard Hilburn. Other questions regarding the Historic Preservation Special Category Grants Program can be directed to any member of the Bureau's Historic Preservation Grants staff.



Village of Biscayne Park Commission Agenda Report

Village Commission Meeting Date: October 7, 2014

Subject: Resolution 2014-71

Prepared By: Chief Cornelius McKenna

Sponsored By: Staff

Background

Reserve Police Officer Brad Kern's primary responsibility to the Village of Biscayne Park is to conduct background investigations for our full time and reserve applicants. Often while fulfilling his job duties, he must visit applicant's neighborhoods and previous places of employment. Officer Kern has offered to sell a good condition Ford Crown Victoria to the Village for use by the Police Department for the sum of one dollar. This vehicle will be assigned to Officer Kern for use in his official Biscayne Park capacity. The Village has the right to sell it back to Officer Kern or otherwise dispose of the vehicle at any time the Village deems it no longer needs it.

Fiscal / Budget Impact

The Police Department just surplused three vehicles that had cost prohibitive repairs. The purchase of this vehicle for one dollar will allow other reserve officers to use the remaining unassigned vehicles for patrol of the Village.

October 7, 2014

Commission Agenda Report

Resolution 2014-

Recommendation

Approval of Resolution 2014-71

Attachments

- Resolution 2014-71
- Bill of Sale

1
2
3 **RESOLUTION NO. 2014-71**
4

5 A RESOLUTION OF THE VILLAGE
6 COMMISSION OF THE VILLAGE OF
7 BISCAYNE PARK, AUTHORIZING THE
8 MAYOR TO EXECUTE THE BILL OF SALE
9 BETWEEN THE VILLAGE OF BISCAYNE
10 PARK AND RESERVE OFFICER BRAD KERN
11 FOR THE SALE OF A POLICE VEHICLE;
12 PROVIDING FOR AN EFFECTIVE DATE
13
14

15 WHEREAS, Village of Biscayne Park Reserve Police Officer Brad Kern presently has
16 a Ford Crown Victoria police vehicle in his possession; and,
17

18 WHEREAS, the Village has expressed interest in purchasing the vehicle from Officer
19 Kern, and has determined it to be in good condition after having it fully inspected; and,
20

21 WHEREAS, the Village will provide Officer Kern the exclusive use of the vehicle
22 while he is serving in the capacity of Reserve Police Officer for the Village of Biscayne Park.
23

24
25 NOW THEREFORE BE IT RESOLVED BY THE VILLAGE COMMISSION OF THE
26 VILLAGE OF BISCAYNE PARK, FLORIDA:
27

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 Village Commission authorizes the Mayor to execute the Bill of
33 Sale for a 2006 Ford Crown Victoria; VIN #2FAFP71W26X136535, to Reserve Officer Brad
34 Kern in the amount of one dollar (\$1.00). The Bill of Sale, in substantial form, is attached and
35 incorporated by reference into this resolution as exhibit 1.
36

37 **Section 3.** The Village agrees to be responsible for the upkeep and maintenance of
38 the vehicle and to assume all responsibility and liability for the vehicle.
39

40 **Section 4.** The Village agrees that Officer Kern will have exclusive use of the
41 vehicle while he is serving in the capacity of Reserve Officer for the Village of Biscayne Park
42 Police Department.
43

44 **Section 5.** This Resolution shall become effective upon adoption.
45

1 PASSED AND ADOPTED this ____ day of _____, 2014.

2
3
4 The foregoing resolution upon being
5 put to a vote, the vote was as follows:
6

7
8 _____
9 David Coviello, Mayor

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

10
11
12
13
14
15 _____
16 Maria C. Camara, Village Clerk

17
18 Approved as to form:
19

20
21
22 _____
23 John J. Hearn, Village Attorney

24

BILL OF SALE

This Bill of Sale is made on the _____ day of _____, 2014 between the Village of Biscayne Park, Florida (herein "Buyer") and Reserve Officer Brad Kern (herein "Seller").

WHEREAS, Seller presently has an older model police vehicle in its possession which is more fully described as a 2006 Ford Crown Victoria; VIN #2FAFP71W26X136535 (herein "Vehicle"); and

WHEREAS, Buyer is a Florida municipal corporation and has expressed its interest in purchasing the Vehicle from Seller; now, therefore

IN CONSIDERATION of each party having an interest in serving and protecting the community, Seller and Buyer do mutually agree as follows:

(1) Buyer agrees to pay Seller one dollar (\$1.00) for the purchase of the Vehicle from the Seller in "as is" condition.

(2) Buyer has had the opportunity and has had the Vehicle inspected by a third party licensed mechanic and has found it to be in good condition. Having had that opportunity, Buyer acknowledges and accepts the Vehicle in its present physical condition.

(3) Buyer agrees to be responsible for registering and insuring the Vehicle in the name of the Village of Biscayne Park.

(4) Buyer agrees to be responsible for the upkeep and maintenance of the Vehicle.

(5) Buyer agrees to assume all responsibility and liability for the Vehicle.

(6) Seller agrees to relinquish all rights to the Vehicle.

(7) Buyer further agrees that Seller shall have exclusive use of the Vehicle while he is serving in the capacity of a Reserve Officer for the Village of Biscayne Park Police Department.

(8) If Seller is no longer serving in the capacity of a Reserve Officer, Village may use the Vehicle in any manner it deems fit.

(9) Seller agrees that the Buyer reserves the right to sell the Vehicle back to the Seller for the sum of one dollar (\$1.00) should Buyer deem that, in its sole discretion, the Vehicle is no longer of any value to the Buyer. Should Seller refuse to purchase the Vehicle back from the Buyer, Seller agrees that Buyer may dispose of the Vehicle in any manner it deems appropriate.

ATTEST:

VILLAGE OF BISCAYNE PARK, FLORIDA

Maria Camara, Village Clerk

David Coviello, Mayor

APPROVED AS TO FORM:

John J. Hearn, Village Attorney

RESERVE OFFICER BRAD KERN



Village of Biscayne Park Commission Agenda Report

Village Commission Meeting Date: October 7, 2014

Subject: Resolution 2014-72

Prepared By: Chief Cornelius McKenna

Sponsored By: Staff

Background

Article 11.b of the Agreement between the Village of Biscayne Park and the Dade County Police Benevolent Association, Inc., states that the parties may implement a 12-hour shift schedule if agreed to in writing by both parties.

On September 20th, 2014, members of the Village of Biscayne Park Police Department Collective Bargaining Unit submitted a petition to the Village Manager requesting the consideration of 12-hour shifts as tours of duty. The Officers also provided a schedule through May 2nd, 2015, illustrating the 12-hour shift.

The Village Manager and Police Chief agree with the Officers that the 12-hour shifts will allow us to maximize the number of Officers on the road as possible. The schedule will define a work period as 14 days. Typically, the Officers will work three or four day tour of duties, with corresponding days off.

October 7, 2014

Commission Agenda Report

Resolution 2014-72

Fiscal / Budget Impact

The 12-hour shift schedule will help eliminate overtime due to absence and shift coverage.

Recommendation

Approval of Resolution 2014-72

Attachments

- Resolution 2014-72
- Petition
- 12-hour Shift Schedule

1
2
3 **RESOLUTION NO. 2014-72**
4

5 A RESOLUTION OF THE VILLAGE
6 COMMISSION OF THE VILLAGE OF
7 BISCAYNE PARK, AUTHORIZING AMENDING
8 THE AGREEMENT BETWEEN THE DADE
9 COUNTY POLICE BENEVOLENT
10 ASSOCIATION, INC. AND THE VILLAGE OF
11 BISCAYNE PARK IN ORDER TO IMPLEMENT
12 A TWELVE (12) HOUR SHIFT SCHEDULE FOR
13 THE POLICE DEPARTMENT; PROVIDING FOR
14 AN EFFECTIVE DATE
15
16

17 WHEREAS, the Agreement between the Dade County Police Benevolent Association,
18 Inc., and the Village of Biscayne Park provides for the implementation of a twelve (12) hour
19 shift schedule utilizing a Section 207(K) Plan pursuant to the Fair Labor Standards Act; and,
20

21 WHEREAS, on September 30, 2014, the members of the Village of Biscayne Park
22 Police Department Collective Bargaining Unit submitted a petition to the Village Manager
23 requesting the consideration of twelve (12) hour shifts as tours of duty, along with a proposed
24 schedule through May 2015; and,
25

26 WHEREAS, the Village Manager and Police Chief agree that the (12) hour shifts will
27 provide for the maximum number of Officers on the road, and further help eliminate overtime
28 due to absences and shift coverage requirements.
29

30
31 NOW THEREFORE BE IT RESOLVED BY THE VILLAGE COMMISSION OF THE
32 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 authorizes the Village Manager and Police
39 Chief to submit to the Dade County Police Benevolent Association the amendment to the
40 Agreement between the Dade County Police Benevolent Association, Inc., and the Village of
41 Biscayne Park to implement the twelve (12) hour shifts for the Police Department.
42

43 **Section 3.** This Resolution shall become effective upon adoption.
44
45
46

1 PASSED AND ADOPTED this ____ day of _____, 2014.

2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24

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: ____

Maria C. Camara, Village Clerk

Approved as to form:

John J. Hearn, Village Attorney



The Village of Biscayne Park Police Department

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

We, the collective bargaining members of the Village of Biscayne Park, would like to request the administration consider the implementation of twelve (12) hour shifts as tours of duty. We have submitted a chart that allows for the usage of the shifts at no added costs to the department while continuing to keep the maximum number of officers on the road as possible.

Imac MARTINEZ
Print Name

[Signature]
Signature

9/19/14
Date

Nicholas Wollschlaeger
Print Name

[Signature]
Signature

9/19/14
Date

Luke Palacios
Print Name

[Signature]
Signature

9/20/14
Date

Britany Villazan
Print Name

[Signature]
Signature

9/20/14
Date

Anthony Delatorre
Print Name

[Signature]
Signature

9-20-14
Date

M. TARR
Print Name

[Signature]
Signature

09-20-14
Date

M. MARCHESE
Print Name

[Signature]
Signature

09-20-14
Date

By signing, I acknowledge that I am making this request of my own volition and separate from the each individual officer.

	B	I	S	C	A	Y	N	E	P	A	R	K	P	O	L	I	C	E	S	C	H	E	D	U	L	E													
	NOV																			DEC																			
11/9/14-12/13/14																																							
Date	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	1	2	3	4	5	6	7	8	9	10	11	12	13				
Day	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S				
Squad A																																							
OFFICER	OFF	OFF	OFF	0700-1900	0700-1900	0700-1900	0700-1900	OFF	OFF	OFF	OFF	0700-1900	0700-1900	0700-1900	OFF	OFF	OFF	0700-1900	0700-1900	0700-1900	OFF	OFF	OFF	OFF	0700-1900	0700-1900	0700-1900	OFF	OFF	OFF	OFF	0700-1900	0700-1900	0700-1900	0700-1900	0700-1900			
OFFICER	OFF	OFF	OFF	0700-1900	0700-1900	0700-1900	0700-1900	OFF	OFF	OFF	OFF	0700-1900	0700-1900	0700-1900	OFF	OFF	OFF	0700-1900	0700-1900	0700-1900	OFF	OFF	OFF	OFF	0700-1900	0700-1900	0700-1900	OFF	OFF	OFF	OFF	0700-1900	0700-1900	0700-1900	0700-1900	0700-1900			
Squad B																																							
OFFICER	OFF	OFF	OFF	0700-1900	0700-1900	0700-1900	0700-1900	OFF	OFF	OFF	OFF	0700-1900	0700-1900	0700-1900	OFF	OFF	OFF	0700-1900	0700-1900	0700-1900	OFF	OFF	OFF	OFF	0700-1900	0700-1900	0700-1900	OFF	OFF	OFF	OFF	0700-1900	0700-1900	0700-1900	0700-1900	0700-1900			
OFFICER	OFF	OFF	OFF	0700-1900	0700-1900	0700-1900	0700-1900	OFF	OFF	OFF	OFF	0700-1900	0700-1900	0700-1900	OFF	OFF	OFF	0700-1900	0700-1900	0700-1900	OFF	OFF	OFF	OFF	0700-1900	0700-1900	0700-1900	OFF	OFF	OFF	OFF	0700-1900	0700-1900	0700-1900	0700-1900	0700-1900			
Squad C																																							
OFFICER	0700-1900	0700-1900	0700-1900	OFF	OFF	OFF	OFF	0700-1900	0700-1900	0700-1900	0700-1900	OFF	OFF	OFF	0700-1900	0700-1900	0700-1900	0700-1900	0700-1900	0700-1900	OFF	OFF	OFF	OFF	0700-1900	0700-1900	0700-1900	OFF	OFF	OFF	OFF	0700-1900	0700-1900	0700-1900	0700-1900	0700-1900			
OFFICER	0700-1900	0700-1900	0700-1900	OFF	OFF	OFF	OFF	0700-1900	0700-1900	0700-1900	0700-1900	OFF	OFF	OFF	0700-1900	0700-1900	0700-1900	0700-1900	0700-1900	0700-1900	OFF	OFF	OFF	OFF	0700-1900	0700-1900	0700-1900	OFF	OFF	OFF	OFF	0700-1900	0700-1900	0700-1900	0700-1900	0700-1900			
Squad D																																							
OFFICER	1900-0700	1900-0700	1900-0700	OFF	OFF	OFF	OFF	0700-1900	0700-1900	0700-1900	0700-1900	OFF	OFF	OFF	0700-1900	0700-1900	0700-1900	0700-1900	0700-1900	0700-1900	OFF	OFF	OFF	OFF	0700-1900	0700-1900	0700-1900	OFF	OFF	OFF	OFF	0700-1900	0700-1900	0700-1900	0700-1900	0700-1900			
OFFICER	1900-0700	1900-0700	1900-0700	OFF	OFF	OFF	OFF	0700-1900	0700-1900	0700-1900	0700-1900	OFF	OFF	OFF	0700-1900	0700-1900	0700-1900	0700-1900	0700-1900	0700-1900	OFF	OFF	OFF	OFF	0700-1900	0700-1900	0700-1900	OFF	OFF	OFF	OFF	0700-1900	0700-1900	0700-1900	0700-1900	0700-1900			
Squad E Relief																																							
ADMIN	OFF	ADM	ADM	1300-2300	ADM	ADM	OFF	OFF	ADM	ADM	1300-2300	ADM	OFF	OFF	ADM	ADM	1300-2300	ADM	OFF	OFF	ADM	ADM	1300-2300	ADM	OFF	OFF	ADM	ADM	1300-2300	ADM	ADM	ADM	1300-2300	ADM	ADM	1300-2300	ADM	OFF	OFF

	B	I	S	C	A	Y	N	E	P	A	R	K	P	O	L	I	C	E	S	C	H	E	D	U	L	E										
	DEC																JAN																			
																	2015																			
Date	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	
Day	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	
Squad A																																				
OFFICER	OFF	OFF	OFF	0700-1900	0700-1900	0700-1900	0700-1900	0700-1900	OFF	OFF	OFF	0700-1900	0700-1900	0700-1900	OFF	OFF	OFF	0700-1900	0700-1900	OFF	OFF	OFF	OFF	OFF	0700-1900	0700-1900	0700-1900	OFF	OFF	OFF	OFF	0700-1900	0700-1900	0700-1900	0700-1900	
OFFICER	OFF	OFF	OFF	0700-1900	0700-1900	0700-1900	0700-1900	0700-1900	OFF	OFF	OFF	0700-1900	0700-1900	0700-1900	OFF	OFF	OFF	0700-1900	0700-1900	OFF	OFF	OFF	OFF	OFF	0700-1900	0700-1900	0700-1900	OFF	OFF	OFF	OFF	0700-1900	0700-1900	0700-1900	0700-1900	
Squad B																																				
OFFICER	OFF	OFF	OFF	2300-0700	1900-0700	1900-0700	1900-0700	1900-0700	OFF	OFF	OFF	1900-0700	1900-0700	1900-0700	OFF	OFF	OFF	1900-0700	1900-0700	OFF	OFF	OFF	OFF	OFF	1900-0700	1900-0700	1900-0700	OFF	OFF	OFF	OFF	2300-0700	1900-0700	1900-0700	1900-0700	
OFFICER	OFF	OFF	OFF	2300-0700	1900-0700	1900-0700	1900-0700	1900-0700	OFF	OFF	OFF	1900-0700	1900-0700	1900-0700	OFF	OFF	OFF	1900-0700	1900-0700	OFF	OFF	OFF	OFF	OFF	1900-0700	1900-0700	1900-0700	OFF	OFF	OFF	OFF	2300-0700	1900-0700	1900-0700	1900-0700	
Squad C																																				
OFFICER	0700-1900	0700-1900	0700-1900	OFF	OFF	OFF	OFF	0700-1900	0700-1900	0700-1900	0700-1900	OFF	OFF	OFF	0700-1900	0700-1900	0700-1900	OFF	OFF	OFF	OFF	OFF	OFF	OFF	0700-1900	0700-1900	0700-1900	OFF	OFF	OFF	OFF	0700-1900	0700-1900	0700-1900	0700-1900	
OFFICER	0700-1900	0700-1900	0700-1900	OFF	OFF	OFF	OFF	0700-1900	0700-1900	0700-1900	0700-1900	OFF	OFF	OFF	0700-1900	0700-1900	0700-1900	OFF	OFF	OFF	OFF	OFF	OFF	OFF	0700-1900	0700-1900	0700-1900	OFF	OFF	OFF	OFF	0700-1900	0700-1900	0700-1900	0700-1900	
Squad D																																				
OFFICER	1900-0700	1900-0700	1900-0700	OFF	OFF	OFF	OFF	1900-0700	1900-0700	1900-0700	1900-0700	OFF	OFF	OFF	1900-0700	1900-0700	1900-0700	OFF	OFF	OFF	OFF	OFF	OFF	OFF	1900-0700	1900-0700	1900-0700	OFF	OFF	OFF	OFF	1900-0700	1900-0700	1900-0700	1900-0700	
OFFICER	1900-0700	1900-0700	1900-0700	OFF	OFF	OFF	OFF	1900-0700	1900-0700	1900-0700	1900-0700	OFF	OFF	OFF	1900-0700	1900-0700	1900-0700	OFF	OFF	OFF	OFF	OFF	OFF	OFF	1900-0700	1900-0700	1900-0700	OFF	OFF	OFF	OFF	1900-0700	1900-0700	1900-0700	1900-0700	
Squad E Relief																																				
ADMIN	OFF	ADM	ADM	1300-2300	ADM	ADM	OFF	OFF	ADM	ADM	1300-2300	ADM	OFF	OFF	OFF	ADM	ADM	1300-2300	ADM	ADM	ADM	1300-2300	ADM	ADM	1300-2300	ADM	OFF	OFF	ADM	ADM	1300-2300	ADM	ADM	1300-2300	OFF	OFF



Village of Biscayne Park Commission Agenda Report

Village Commission Meeting Date: October 7, 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.

At the September 9th commission meeting, Ordinance 2014-08 was passed at first reading. The ordinance provides the changes needed throughout our Code that would reflect the manner in which the fees are set.

Following the second reading of this Ordinance, if approved, Staff will bring forward a resolution detailing all current fees on one master schedule.

October 7, 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 second 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 Charter specifies that the Village Commission will set
39 service or user charges for municipal services or grant administrative authority to set
40 such charges; and

1 **WHEREAS**, The Village’s Code of Ordinances and the Village’s Land
2 Development Code currently provide the various administrative and user fees authorized
3 by the Village Commission; and

4 **WHEREAS**, in order to provide clarity and create consistency for all users, the
5 Village staff has recommended that all administrative and user fees be kept by the
6 Village Clerk in one central location; and

7 **WHEREAS**, the Village Commission accepts the recommendation of the
8 Village’s professional staff and finds that the revisions to the Code of Ordinances and
9 Land Development Code are in the best interests of all;

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

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

15 **Section 2.** Chapter 11 – Offenses and Miscellaneous Provisions, Article III – Garage
16 Sales, Section 11-45 – Permit Issuance, Fee, of the Code of Ordinances of the Village of
17 Biscayne Park shall be amended to read as follows:

18 **Sec. 11-45. Permit issuance, fee.**

19
20 Upon verification of the right of applicant to conduct such sale in compliance with this
21 article, the village clerk shall issue a permit which shall designate the day(s) on which such
22 sale(s) shall be made, upon payment of a fee set by resolution and kept on file in the clerk’s
23 office. ~~of five dollars (\$5.00).~~
24

25 **Section 3.** Chapter 17 – Traffic and Vehicles, Section 17-1 – Impoundment of Motor
26 Vehicles Used During the Commission of a Crime, of the Code of Ordinances of the Village of
27 Biscayne Park shall be amended to read as follows:

1 **Sec. 17-1. Impoundment of motor vehicles used during the commission of a crime.**

2
3 (A) *Impoundment of certain motor vehicles.* A motor vehicle shall be subject to
4 impoundment whenever a police officer has probable cause to believe that said vehicle was used
5 to facilitate the commission of a crime, or was used as an instrument to commit a crime, or was
6 driven by an operator who was driving while license was suspended and is a habitual traffic
7 offender, or was driven by an operator who was illegally under the influence of alcohol or a
8 controlled substance in violation of Florida or federal law. All vehicles towed will be subject to
9 review by the Chief of Police or his designee before charging the ~~five hundred dollar (\$500.00)~~
10 fee to ensure that said vehicle meets the criteria for this Ordinance.

11 * * *

12
13
14 (C) *Impoundment fees.* Any person, whether an individual or a legal entity,
15 who owns or operates any motor vehicle located in the Village, which motor vehicle is
16 impounded by the Village under this ordinance, shall be liable for the ~~following~~
17 impoundment fees as set by resolution and kept on file in the clerk's office prior to the
18 release of such vehicle to such person:

19
20 (1) ~~impoundment fee\$500.00~~

21
22 (2) ~~Reasonable towing and storage charges pursuant to chapter 713,~~
23 ~~Florida statutes.~~

24 * * *

25
26
27 **Section 4.** Part II, Chapter 16 – Permits and Certificates, Section 16.15 – Landlord

28 Permits, of the Land Development Code of the Village of Biscayne Park shall be amended to
29 read as follows:

30 **Sec. 16.15. Landlord Permits.**

31 * * *

32 16.15.5 *Fees.*

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

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

36 (c) Inspections of the applicant's premise shall be scheduled at the convenience of
37 both the enforcement officer/inspector, landlord, and tenant(s). If the landlord and/or tenant fails
38 to be present at the time of the scheduled inspection or if the enforcement officer/inspector is
39 denied and/or unable to gain access to the dwelling or dwelling unit to conduct the requisite
40 inspection, the landlord may be subject to being charged a re-inspection fee of ~~twenty five~~
41 ~~dollars (\$25.00)~~, for each re-inspection, at the discretion of the village. Additionally, after three
42 (3) such attempts and/or denials of access to the premises, the village may pursue the revocation
43 of any existing permit(s) of use issued to the subject premises.
44

1
2 * * *
3

4 **Section 5.** Part II, Chapter 16 – Permits and Certificates, Section 16.16 – Certificate

5 of Re-occupancy, of the Land Development Code of the Village of Biscayne Park shall be
6 amended to read as follows:

7 **Sec. 16.16. Certificate of re-occupancy.**
8

9 * * *

10 16.16.1 *[Requirements.]*

11 (a) It shall be unlawful for any person to buy, sell, convey or otherwise transfer title
12 to any residential dwelling without first obtaining a re-occupancy certificate issued by the
13 building official, code compliance director or designee. The certificate of re-occupancy, if
14 issued, shall state that the village has inspected the dwelling and determined that the dwelling
15 complies with the residential occupancy regulations of the zoning district on the property
16 wherein the dwelling unit is located. In all one-family dwelling residences zoning districts, a
17 certificate of re-occupancy shall not be issued for the presence or existence of more than one
18 (1) dwelling or residence. In all two-family dwelling residences zoning districts, a certificate of
19 re-occupancy will not be issued for the presence or existence of three (3) or more dwellings or
20 residences. The provisions of this section shall not apply to the sale, conveyance or transfer of
21 title of a new dwelling or residence that has never been occupied and that represents the first
22 transaction since the issuance of the original certificate of occupancy.

23 (b) It shall be unlawful for any person to sell, convey or transfer title to any
24 residential dwelling unit owned by such person without first disclosing by written notice to the
25 buyer, grantee or transferee the fact that a certificate of re-occupancy is required by this
26 section. It is required that a seller, grantor or transferor deliver to the buyer, grantee or
27 transferee a properly signed and approved village certificate of re-occupancy prior to the sale,
28 conveyance or transfer of title.

29 (c) A seller, property owner or designated agent shall request a certificate of re-
30 occupancy by submitting a completed application together with payment of an inspection fee
31 as set forth by resolution and kept on file in the clerk's office. ~~Upon payment of a fifty dollars~~
32 ~~(\$50.00) inspection fee, a village inspector shall inspect the dwelling within thirty (30) days~~
33 ~~and, if such dwelling is found to be in compliance with the residential occupancy regulations of~~
34 ~~the applicable zoning district, the village will issue a certificate of re-occupancy. Upon~~
35 ~~payment of a one hundred dollars (\$100.00) inspection fee, a village inspector shall inspect the~~
36 ~~dwelling within ten (10) days and, if such dwelling is found to be in compliance with the~~
37 ~~residential occupancy regulations of the applicable zoning district, the village will issue a~~
38 ~~certificate of re-occupancy. A re-inspection twenty five dollars (\$25.00) fee shall be paid for~~
39 ~~each re-inspection performed by the village. The re-occupancy certificate shall be effective for~~
40 ~~sixty (60) days and may be extended only one (1) time for additional sixty (60) days upon~~
41 ~~payment of a ten dollar (\$10.00) fee for the extension.~~ Upon a real estate closing or title
42 transfer the certificate of re-occupancy shall be recorded in the Miami-Dade County public
43 records with the deed or other conveyance of title.
44

1 * * *

2
3 **Section 6.** Part II, Chapter 16 – Permits and Certificates, Section 16.18 – Home-

4 based Occupations, of the Land Development Code of the Village of Biscayne Park shall be
5 amended to read as follows:

6 **Sec. 16.18. Home-based occupations.**

7 * * *

8
9 16.18.3 All home-based occupations shall be required to obtain and maintain an occupational
10 license from the village and pay an applicable fee as provided by resolution.

11 * * *

12
13 **Section 7.** Part II, Chapter 16 – Permits and Certificates, Section 16.19 – Contractor

14 Registration, of the Land Development Code of the Village of Biscayne Park shall be amended
15 to read as follows:

16 **Sec. 16.19. Contractor registration.**

17 * * *

18
19 16.19.2 *Registration.* All contractors performing work within the municipal boundaries of
20 the village, or who have made application for building permits from the village, shall be
21 required to register annually with the village. All such contractors shall register with the
22 building division prior to application for a building permit. Requirements for registration shall
23 be as follows:

24 * * *

25
26
27 (4) The fee for this registration shall be set by resolution and kept on file in the
28 clerk’s office. ~~thirty five dollars (\$35.00) per year, or as may be amended by resolution of the~~
29 ~~village commission.~~ The fee component of registration shall not be applicable in those
30 instances where preempted by F.S. § 205.065.

31
32 **Section 8.** Part II, Chapter 17 – Fees, Bonds and Charges, Section 17.1 – Generally,

33 of the Land Development Code of the Village of Biscayne Park shall be amended to read as
34 follows:

35 **Sec. 17.1. Generally.**

36
37 17.1.1 ~~*Purpose.* It is the purpose of this chapter to establish the fees and bonds required~~
38 ~~and charges that may be made by the village.~~ A listing of all fees and bonds required and

1 charges that may be made by the village are set by resolution and kept on file in the clerk's
2 office.

3
4 **Section 9.** Part II, Chapter 17 – Fees, Bonds and Charges, Section 17.3 – Campaign

5 Sign Bond, of the Land Development Code of the Village of Biscayne Park shall be amended
6 to read as follows:

7 **Sec. 17.3 Campaign sign bond.**

8
9 17.3.1 *Cash bond required.* No political campaign signs shall be placed until the
10 candidate has posted a ~~one hundred dollar (\$100.00)~~ cash bond with the village clerk. The cash
11 bond amount shall be set forth in a separate resolution and kept on file in the clerk's office. The
12 bond shall be refunded after the election, provided a village inspection verified that all the
13 candidate's signs have been removed.

14
15 * * *

16
17 **Section 10.** Part II, Chapter 17 – Fees, Bonds and Charges, Section 17.6 – Planning

18 and Zoning Fee Schedule, of the Land Development Code of the Village of Biscayne Park shall
19 be amended to read as follows:

20 **17.6. Planning and zoning fee schedule**

21
22 The fee schedule for all planning, zoning and public hearing applications of the Miami-Dade
23 County Code as adopted by the Village of Biscayne Park.

- 24
25 (a) The fee schedule for all planning, zoning and public hearing development order
26 applications pursuant to the Village's Land Development Code, and pursuant to
27 Section 163.3184, Florida Statutes and 166.041, Florida Statutes (comprehensive
28 plan amendment process) submitted directly to the Village of Biscayne Park shall
29 be in accordance with the fee schedule provided by separate resolution and kept
30 on file in the clerk's office ~~herein~~.
- 31
32 (b) The fee schedule for all planning, zoning and public hearings shall be submitted
33 directly to the Village of Biscayne Park in accordance with the fee schedule
34 provided by separate resolution and kept on file in the clerk's office ~~for herein~~.
- 35
36 (c) All checks shall be made payable to the "Village of Biscayne Park."
- 37
38 (d) All fee schedules established by the Village's building department and all other
39 fee other than those described in the resolution kept on file in the clerk's office
40 ~~herein~~, shall remain in effect in the Village until specifically repealed.
- 41

1
2
3
4
5
6
7
8
9
10
11
12

~~I. Comprehensive plan.~~

~~A. Written interpretation of comprehensive plan provisions relative to a specific location:~~

Size of Parcel of Proposed Development (gross acres)	Fee
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:~~

	Fee
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).~~

Size of Area (gross acres)	Fee
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.~~

	
-------------	-------------

	Fee
Each LOS standard addressing a goal, objective, policy, or a map	\$51,300.00
Each non LOS standard addressing a goal, objective or policy	\$17,100.00
Each monitoring measures items	\$10,260.00
Each capital improvement project line item	\$17,100.00
Each text or map change	\$17,100.00

I.H. *Zoning applications.*

A. *Public hearings and administrative modifications.* Except as otherwise provided in B. through D. below, for 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:

Application	Fee
Zone change or text amendment by applicant	\$1,710.00
Change in Use text amendment	\$1,710.00
Non use variance or site development agreement or site plan	\$1,710.00
Residential/one lot	\$400.00
Special exception	\$2,280.00
Modifications/deletions	\$1,140.00
Unusual use	\$2,280.00
If applicable, in addition for:	
Residential:	\$1,140.00
Size of property:	\$570.00 per 10 acres or portion thereof
Number of units:	\$285.00 per 15 units or portion thereof

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.

1 B. *Mailing fees; notices.* In addition to the zoning fees set forth by separate
2 resolution herein, items requiring notice shall be assessed a fee of ~~\$0.57~~
3 ~~cents per notice~~ for each notice required to be mailed in accordance with
4 the Village's code. These fees shall be assessed for every occasion on
5 which notices are mailed.

6
7 C. Processing costs will be charged equal to actual staff time and related
8 costs for matters which involve research, including review of legal
9 agreements. A minimum fee of ~~\$85.00~~ shall be charged.

10
11 D. *Preparation of special studies or reports.* For special studies or reports
12 that are not prepared as part of the regular work program of the Village
13 and are found by the Village to be necessary to prepare recommendations
14 related to planning and zoning applications, the applicant shall pay the
15 actual cost incurred for any such required professional services.
16 Specifically, the Village shall charge the applicant the direct cost of
17 review by employed/hired consultants and professionals, engineers,
18 planners, legal, technical or environmental consultants deemed reasonably
19 necessary by the Village to review any application. Charges shall be in
20 accord with the hourly rate charges by such employed professionals or
21 consultants. The applicant shall reimburse the Village for the cost of such
22 upon submission of an invoice within 30 days. Failure to make payment
23 shall result in a discontinuance of review/processing of an application; or
24 rescinding of the final development order for failure to comply with a
25 material condition to the approval.

26
27 ~~E. *Copies of records, verification of documents, and other processing.*~~
28 ~~Plan reproduction from microfilm or document larger than 14 inches by~~
29 ~~8½ inches per sheet — \$5.70~~
30 ~~Reproduced records/per page \$0.15~~
31 ~~Doubled sided copy/per page \$0.20~~
32 ~~Certified copies not including photocopy charge/per page — \$1.00~~
33 ~~Official copy of Certificate of Use record — \$10.00~~
34 ~~Verification of legal description on documents prepared for recordation~~
35 ~~————— \$10.00~~
36 ~~Digital maps, scanned images/per map or image — \$5.70~~
37 ~~Special map requests — \$60.00~~
38 ~~Notary public service/per document — 10.00~~
39 ~~Ordering plans — \$5.70~~
40 ~~Hearing tapes/each — \$3.00~~

41
42 E.F. *Re-advertisement and re-notification for deferred or remanded hearing*
43 *applications.* For each and every zoning hearing application that is
44 deferred or remanded to a date not yet advertised, a fee shall be paid based
45 on the actual cost of re-advertisement and re-notification.
46

1 F.G. *Late payment charges on unpaid amounts.* Billing covered by contracts,
2 agreements or other formal arrangements for services rendered by the
3 department are due within 45 days from the date of the invoice. Full
4 payment of the account balance must be received by the past due date set
5 forth on the invoice. A monthly late payment charge will be assessed on
6 any outstanding balance at the rate of ten percent thereafter, until payment
7 is received in full.
8

9 ~~H. *Substantial compliance determination.*~~
10 ~~\$1,140.00 for residential.~~
11 ~~\$1,710.00 for commercial/nonresidential uses.~~
12 ~~First plan revision will be processed at no charge, subsequent plan~~
13 ~~revisions will be assessed a fee of \$684.00 each.~~

14
15 ~~I. *Concurrency review.* A fee of six percent of the total permit fee, CU or~~
16 ~~zoning application fee, will be added to original fees where a concurrency~~
17 ~~review was performed.~~
18 ~~Concurrency information letters:~~
19 ~~Minor letter \$100.00 (requiring routine to moderate research and analysis,~~
20 ~~standard preparation and processing time).~~
21 ~~Major letter \$200.00 (requiring extraordinary research and analysis, and/or~~
22 ~~special preparation and handling).~~
23

24 **Section 11.** Ordinance 2006-14 adopted by the Village Commission at its December 5,
25 2006 meeting that addressed the Building Permit Fee Schedule, is hereby repealed in its entirety.

26 **Section 12.** It is the intent of the Village that all Village fees be provided for by
27 resolution. To the extent that any Village fee is addressed in Resolution 2014-65, that fee
28 supercedes and revokes any ordinance addressing said fee.

29 **Section 13.** Severability. Should any section, provision, paragraph, sentence, clause of
30 word of this Ordinance or portion hereof be held or declared by any court of competent jurisdiction
31 to be unconstitutional or invalid, in part or application, it shall be considered as eliminated and shall
32 not affect the validity of the remaining portions or applications of this Ordinance.

33 **Section 14.** Codification. It is the intention of the Village Commission of the Village of
34 Biscayne Park, that the provisions of this Ordinance shall become and made a part of the Code of
35 Ordinances of the Village of Biscayne Park, Florida, and that the Sections of this Ordinance may be

1 renumbered, re-lettered and the word "Ordinance" may be changed to "Section," "Article" or other
2 word or phrase in order to accomplish such intention.

3 **Section 15.** Conflicts. That all Ordinances or parts of Ordinances, Resolutions or parts
4 thereof in conflict herewith, are and the same are hereby repealed to the extent of such conflict.

5 **Section 16.** Effective Date. This Ordinance shall become effective immediately upon its
6 passage and adoption.

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

10
11 PASSED AND ADOPTED upon first reading this ____ day of _____, 2014.

12 PASSED AND ADOPTED upon second reading this ____ day of _____, 2014.

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

15
16
17 _____
18 David Coviello, Mayor

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

19 Attest:

20
21
22
23
24
25 _____
26 Maria C. Camara, Village Clerk

27
28
29 Approved as to form:

30
31
32
33 _____
34 John J. Hearn, Village Attorney

1
2
3



Village of Biscayne Park Commission Agenda Report

Village Commission Meeting Date: October 7, 2014

Subject: Resolution 2014-70

Prepared By: Maria C. Camara, Village Clerk

Sponsored By: Staff

Background

In order to provide clarity and create consistency for all users, Staff recommended 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 was presented for second and final reading on October 7, 2014. The ordinance provided the changes needed through the Village's Code that reflects the manner in which the fees are set.

During the ordinance process, staff reviewed all services provided and the fees for those services in order to verify they are appropriate and are reasonably related to the purpose for which such fees are charged. Part of the review included comparison of our fees to fees in other municipalities for similar services. A comprehensive fee schedule has been produced that lists all current fees, proposed updated fees and proposed new fees.

October 7, 2014

Commission Agenda Report

Resolution 2014-70

Fiscal / Budget Impact

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 Resolution 2014-70

Attachments

- Resolution 2014-70
- Village of Biscayne Park Master Fee Schedule
- Comparative fee schedules from:
 - City of North Miami
 - City of South Miami

**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: ____

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

David Coviello, Mayor

Attest:

Maria C. Camara, Village Clerk

Approved as to form:

John J. Hearn, Village Attorney



**Village of Biscayne Park
MASTER FEE SCHEDULE**

October 7, 2014

	<i>Description</i>	<i>Fee</i>	<i>Explanation</i>
	ADMINISTRATIVE		
	Lien Search 48 hours	\$75.00	
	Lien Search 72 hours	\$60.00	
	Lien Search 5 days	\$40.00	
New	Lien reduction request	\$50.00	
New	Recording of Lien	\$15.00	
New	Satisfaction of Lien	\$15.00	
	Landlord Permit Fee (per unit) (annual)	\$50.00	
	Home Occupational License Application (annual)	\$50.00	
	Campaign Sign Bond	\$250.00	
	Request for Variance	\$150.00	
New	Lobbyist registration	\$250.00	
New	Film permit	\$250.00	
New	Filming overflow parking (minimum)	\$100.00	
New	Special Events Non Refundable Appl Fee	\$25.00	
New	Special Events or Film Permit Deposit (Refundable)	\$250.00	
Change	Garage Sale (2 day)	\$15.00	Current fee is \$14.00; Code states \$10.00
New	Garage Sale (2 day) with website posting	\$35.00	
New	Notary First Page (Non resident)	\$5.00	
New	Notary Each Additional Page (Non resident)	\$2.00	
	Photocopies (black/white single per page)	\$0.15	
	Photocopies (black/white duplex per page)	\$0.30	
	Photocopies (color single per page)	\$0.50	
	Photocopies (color duplex per page)	\$1.00	
	DVD or CD	\$1.00	
	Certified Copies	\$1.00	



**Village of Biscayne Park
MASTER FEE SCHEDULE**

October 7, 2014

<i>Description</i>	<i>Fee</i>	<i>Explanation</i>
PUBLIC WORKS / SANITATION		
Unscheduled trash removal	\$30.00	Waste Pro will do the collection and the
Oversized trash pile per ea. cubic yard over	\$20.00	Village will invoice and remit to Waste
White goods pick up per item	\$25.00	Pro
Exceptional special trash removal - actual per outsourced contractor	Actual	Waste Pro will pick up and charge accordingly



**Village of Biscayne Park
MASTER FEE SCHEDULE**

October 7, 2014

<i>Description</i>	<i>Fee</i>	<i>Explanation</i>
CODE COMPLIANCE		
<i>Citations issued by the Code Compliance Officer</i>		
Citation	\$25.00	
<i>Fines issued by the Code Compliance Board</i>		
Fine per day per violation for first violation	\$250.00	
Fine per day per violation for a repeat violation	\$500.00	
Fine per day maximum if the Board finds the violation to be irreparable or irreversible in nature	\$15,000.00	
Limit per violation unless the Board finds the violation to be irreparable or irreversible in nature	\$40,000.00	



**Village of Biscayne Park
MASTER FEE SCHEDULE**

October 7, 2014

<i>Description</i>	<i>Fee</i>	<i>Explanation</i>
PARKS & RECREATION		
Multi purpose room resident per hour	\$40.00	
Multi purpose room non-resident per hour	\$60.00	
Meeting room resident per hour	\$50.00	
Meeting room non-resident per hour	\$75.00	
Pavillion per hour resident	\$40.00	
Pavillion per hour non-resident	\$60.00	
Picnic area per hour resident	\$20.00	
Picnic area per hour non-resident	\$30.00	
Tot Lot area per hour resident	\$25.00	
Tot Lot area per hour non-resident	\$40.00	
Court rental resident per hour	\$20.00	
Court rental non resident per hour	\$30.00	
Athletic field rental resident per hour	\$20.00	
Athletic field rental non resident per hour	\$30.00	
Staff hourly rate (non-operating hours)	\$25.00	
Security deposit all rentals	\$100.00	

New



**Village of Biscayne Park
MASTER FEE SCHEDULE**

October 7, 2014

	<i>Description</i>	<i>Fee</i>	<i>Explanation</i>
	POLICE DEPARTMENT		
New	Police personnel (hourly rate regular)	\$40.00	
New	Police personnel (hourly rate holiday)	\$80.00	
New	Alarm Registration (one time fee)	\$50.00	
New	First false alarm	No charge	
New	Second false alarm	\$25.00	
New	Third false alarm	\$50.00	
New	Fourth false alarm	\$100.00	
New	Fifth and each additional false alarm	\$150.00	
	<i>Impoundment / Transportation Fees (Vehicles used in the commission of a crime)</i>		
	Impoundment fee	\$500.00	



Village of Biscayne Park MASTER FEE SCHEDULE

October 7, 2014

	<i>Description</i>	<i>Fee</i>	
BUILDING			
<i>Building Permits - BUILDING</i>			
<i>All building permits (window, door, additions, alterations, roofing, fence, driveways, etc.)</i>			
	Permit base fee	\$60.00	
	For every \$1,000 of estimated cot	\$17.00	
Change	Building inspector review fee	\$95.00	Current code listed as \$45 to \$85
<i>Building Permits - PLUMBING</i>			
	New or repair septic	\$175.00	
	New or repair drain field	\$175.00	
	Pool piping	\$160.00	
	All other work 3.5% of estimated for new		
	All other work 8.3% of estimated old		
<i>Building Permits - MECHANICAL</i>			
<i>Replacement and/or new installation of:</i>			
	1 to 2.5 ton	\$125.00	
	3 to 4 ton	\$145.00	
	5 ton	\$155.00	
	Duct work only minimum (if new install, add duct work)	\$80.00	
<i>New construction:</i>			
	Duct work for every \$1,000 of estimated construction cost	\$40.00	
	Relocate condensing unit	\$125.00	
	New generator	\$125.00	
<i>Building Permits - ELECTRICAL</i>			
	Rough wiring for each outlet (light receptacle, switch, sign and also telephone and other low voltage outlets)	\$3.00	
<i>Services: The following fees shall be charged for each service</i>			
	Temporary for construction	\$100.00	
	Permanent (per 100 amp or fraction thereof)	\$10.00	
	Switchboard per amp	\$10.00	
<i>Equipment outlets or permanent connections:</i>			
	Compactor	\$8.00	
	Deep freezer	\$8.00	
	Dishwasher	\$8.00	
	Dryer	\$8.00	
	Fan	\$8.00	
	Garbage disposal	\$8.00	
	Oven	\$8.00	
	Range	\$8.00	
	Range top	\$8.00	



**Village of Biscayne Park
MASTER FEE SCHEDULE**

October 7, 2014

<i>Description</i>	<i>Fee</i>	<i>Explanation</i>
Refrigerator	\$8.00	
Space heater	\$8.00	
Time clock	\$8.00	
Washing machine	\$8.00	
Water heater-boiler	\$8.00	
Window wall air conditioner units	\$8.00	
Air conditioners, per ton, central	\$9.00	
Fire damage listed on permit (minimum)	\$100.00	
Clear violations inspection (minimum)	\$100.00	
<i>Motors</i>		
Each up to 1 HP	\$8.00	
Each over 1 HP to 5 HP	\$10.00	
Each over 5 HP to 10 HP	\$14.00	
Each over 10 HP to 25 HP	\$28.00	
Each over 25 HP to 100 HP	\$50.00	
Each over 100 HP (for each HP)	\$1.50	
<i>Generators and transformers</i>		
Each up to and including 5 KVA/KW	\$8.00	
Each over 5 KVA/KW through 10 KVA/KW	\$14.00	
Each over 10 KVA/KW through 15 KVA/KW	\$18.00	
Each over 15 KVA/KW through 20 KVA/KW	\$20.00	
Each over 20 KVA/KW through 25 KVA/KW	\$30.00	
Each over 25 KVA/KW through 50 KVA/KW	\$50.00	
Each over 50 KVA/KW	\$50.00	
Plus for each KVA/KW (over 50)	\$0.50	
<i>Welding machine outlets:</i>		
Up to 25 amperes	\$10.00	
For each additional 25 amperes or fractional part thereof	\$8.00	
<i>Fixtures</i>		
Per fixture, track light, head	\$3.00	
Per light pole (fixtures not included)	\$10.00	
Plugmold, lighting tracks, feed rail (per foot)	\$3.00	
<i>Burglar alarm, fire detection system, life safety systems, intercom</i>		
Installation, central system, control panel (up to 15 devices)	\$100.00	
Each additional device after 15 (each device)	\$3.00	
<i>Master television and radio receiving antennae:</i>		
Cable TV outlets (each)	\$3.00	
Phone outlets (each)	\$3.00	
Sound data outlets (each)	\$3.00	
Speakers (each)	\$3.00	



Village of Biscayne Park MASTER FEE SCHEDULE

October 7, 2014

	Description	Fee	Explanation
	<i>Swimming pool, electrical (does not include exterior lighting of deck areas)</i>		
	Residential pool/spa combination	\$160.00	
	Each residential pool	\$120.00	
	Each multi-family or commercial pool	\$190.00	
	Each sauna/spa/hydro massage	\$100.00	
	<i>General Electrical</i>		
	Satellite dishes (each)	\$100.00	
	Temporary for test:	\$100.00	
	Re-connection inspection	\$100.00	
	<i>Building Permits - ADDITIONAL FEES</i>		
	Dade County Surcharge per \$1,000 of construction	\$0.60	
	Training and Education per \$1,000 of construction	\$0.20	
	Dept of Community Affairs (Radon Gas) per square foot	\$0.01	
	Dept of Business and Professional Regulations per square foot	\$0.01	
	Technology fee - 2.5% of permit fee		
	<i>Building Permits - General Fee Schedule</i>		
	Renewal of expired permit	100% of Original Fee	
	Extend permit before expiration (one time only)	\$75.00	
	Re-inspection fees	\$50.00	
	Administrative fee	\$20.00	
	Portable Storage Container (1 to 14 days maximum)	\$50.00	
	Construction Dumpster	\$100.00	
	Change of contractor after permit has been issued	\$75.00	
	<i>Certificate of Re-Occupancy</i>		
	Within 30 days	\$50.00	
	Within 10 days	\$100.00	
	Re-inspection fees	\$25.00	
	One-time extension after initial sixty (60) days, for an additional sixty (60) days	\$10.00	
New	Certificate of Occupancy	\$250.00	
New	Certificate of Completion	\$250.00	
	Re-inspection fees	\$50.00	
Change	Paint permit	\$25.00	Current fee is \$24.00; Code states \$20.00
	Insurance verification forms	\$50.00	
	Work commenced without a permit	Double fee + \$100 fine	
	Permit card replacement	\$20.00	
	<i>Building Permits - Structural Fee Schedule</i>		



**Village of Biscayne Park
MASTER FEE SCHEDULE**

October 7, 2014

	<i>Description</i>	<i>Fee</i>	<i>Explanation</i>
	Truss plans or product approval review submitted after permit issued	\$75.00	
	Structural engineer review (100% of engineer's fee to the Village. Standard fee shown.)	\$75.00	
	<i>Building Permits - Refunds</i>		
	a. Refund request shall be submitted in writing by permit applicant for a canceled permit		
	b. No refunds for:		
	- Permit fees \$100 and under		
	- Plan review fee		
	- Permit administrative fee		
	- Permits, if any inspection scheduled or logged		
	- Permit on jobs that expired prior to request		
	- Fees collected for State or County		
New	Planning Board review (for applications not specified in the Zoning Fee Schedule; and excluding paint permits)	\$50.00	



Village of Biscayne Park MASTER FEE SCHEDULE

October 7, 2014

<i>Description</i>	<i>Fee</i>	<i>Explanation</i>
Zoning Fee Schedule		

I. Comprehensive Plan

A. Written interpretation of comprehensive plan provisions relative to a specific location:

Size of Parcel of Proposed Development (gross acres)	Fee
Under 1.0 acre	\$114
1.0 acre - 5.0 acres	\$228
5.1 acres - 20.0 acres	\$342
20.1 acres and over	\$570

B. Written interpretation of adopted components' goals, objectives and other text not related to a specific location:

Description	Fee
Each issue/question not related to Level of Service Standards	\$114
Each issue/question related to Level of Service Standards	\$171

C. Applications to amend the Comprehensive Plan:

1. Land use map (LUM)

Size of Area (gross acres)	Fee
Up to 5.0	\$11,400
6.1 to 10.0	\$21,660
10.1 to 20.0	\$42,750
20.1 and up	\$64,410

2. All elements fees

Description	Fee
Each LOS standard addressing a goal, objective, policy or map	\$51,300
Each non-LOS standard addressing a goal, objective, policy or map	\$17,100
Each monitoring measures items c.	\$10,260
Each capital improvement project line item d.	\$17,100
Each text or map change e.	\$17,100

II. Zoning applications

A. Public Hearings and administrative modifications

Application	Fee
Zone change or text amendment by applicant	\$1,710
Change in Use text amendment	\$1,710
Non-use variance or site development agreement or site plan	\$1,710
Residential/one lot	\$400
Special exception	\$2,280
Modifications/deletions	\$1,140



**Village of Biscayne Park
MASTER FEE SCHEDULE**

October 7, 2014

<i>Description</i>	<i>Fee</i>	<i>Explanation</i>
Unusual use	\$2,280	
If applicable, in addition for:		
Residential:	\$1,140	
Size of property: (per 10 acres or portion thereof)	\$570	
Number of units: (per 15 units or portion thereof)	\$285	
B. Public hearing for day cares, religious facilities, ACLF's, nursing convalescent homes:	\$2,280	
C. Public hearing for governmental facilities	\$1,425	
D. Revisions to public hearing plans	\$684	

III. Administrative adjustment applications

Application	Fee
Carport (max 200 sq ft)	\$314
Utility shed (max 100 sq ft)	\$314
Fence/wall	\$314
Interior/exterior integration area	\$314
Setback adjustments for attached/detached structure(s)	\$598
Any administrative adjustment for any recreational use	\$741
Any adjustments for the construction of a new residence	\$963
Other adjustments such as, not limited to, lot area, lot frontage	\$741

IV. Administrative site plan reviews (when no public hearing is required)

Description	Fee
Individual single family, two family or live/work unit	\$50
<i>ALL OTHER USES:</i>	
Minimum fee	\$1,500
Per acre	\$500
Per 10 units or portion thereof	\$200
Per 5,000 sq ft or portion thereof	\$200
Submittal of revised plans	\$250
Entrance feature applications	\$570
First plan revision	\$250

V. General Information

A. Application Fees	Rate
B. Mailing Fees (per notice)	\$0.57
C. Processing costs	\$85
D. Preparation of special studies or reports	Rate



**Village of Biscayne Park
MASTER FEE SCHEDULE**

October 7, 2014

<i>Description</i>		<i>Fee</i>	<i>Explanation</i>
E. Copies of records			
	Plan preparation from document larger than 8.5 x 14	\$5.70	
	Reproduced records per page	\$0.15	
	Double sided copy per page	\$0.20	
	Certified copies per page	\$1.00	
	Official copies of certification of use	\$10.00	
	Verification of legal description on documents	\$10.00	
	Digital maps, scanned images per map or image	\$5.70	
	Special map requests	\$60.00	
	Notary public service/per document	\$10.00	
	Ordering plans	\$5.70	
	Hearing tape	\$3.00	
F. Re-advertisement		Rate	
G. Late payment charges		Rate	
H. Substantial compliance determination			
	For residential	\$1,140	
	For commercial / non-residential	\$1,710	
I. Concurrency review			
	Minor	\$100	
	Major	\$200	



Building and Minimum Housing

<p><u>Double Fees –Work Commenced Without a Permit</u></p> <p>When work for which a permit is required is commenced prior to the obtaining of a permit, the permit applicant will be required to pay one hundred dollars (\$100.00) plus a double permit fee. The payment of the required fee shall not relieve them from being subject to any of the penalties therein. The double fee requirements shall be applicable to all divisions of the Department as noted herein.</p>	<p>First offense: \$100.00</p> <p>Plus a double permit fee</p>
<p>For second offense of doing work without a permit, the permit applicant shall be required to pay twice the double permit fees plus two hundred dollars (\$200.00).</p>	<p>Second offense: \$200.00</p> <p>Plus twice the double permit fee</p>
<p>For each offence thereafter, the permit applicant shall be required to pay twice the double permit fee plus five hundred dollars (\$500.00).</p>	<p>Additional offenses: \$500.00</p> <p>Plus twice the double permit fee</p>
<p><u>Re-inspection Fees</u></p> <p>A permit holder shall be entitled to an initial and follow-up inspection for each mandatory inspection. All work shall be inspected and deficiencies shall be noted by the building inspector. When the work to be inspected is only partially complete, the inspection shall be performed on those portions of the work completed, provided that compliance with Florida Building Code may be determined with respect to those portions. A permit holder shall pay a fee of \$78.78 for each additional inspection required to assure compliance with the Florida Building Code beyond the initial and one follow-up inspection. All additional inspection fees shall be paid prior to a final inspection being conducted.</p>	<p>\$78.78</p>
<p><u>Permit Renewal Fees</u></p> <p><u>Lost, Revised and Reworked Plans Fee</u></p> <p>(a) Lost Plans: When plans for new buildings and additions are lost by the owner or contractor, a recertification fee will be required to review, stamp and approve a new set of plans as a field copy. Such fee shall be based on 30 percent of the original building permit fee, with a minimum fee for Group 1 (single family residence) of \$78.78, and a minimum fee for all others of \$ 143.71.</p> <p align="right">Single Family Home, Minimum</p> <p align="right">All other construction, Minimum</p>	<p>\$78.78</p> <p>30% of original permit fee</p> <p>\$78.78</p> <p>\$143.71</p>

<p>(b) Revised Plans Processing Fee</p> <p>Major plan revision after permit is issued shall be subject to a fee of 50% of the original permit fee up to a maximum of \$1,400.00.</p>	<p>50% of original permit fee (maximum \$1,400)</p>
<p>Minor plan revisions after permit is issued shall be subject to a fee at the rate of \$53.23 per hour of time for each corresponding building discipline review.</p> <p style="text-align: right;">Rate per hour</p>	<p>\$53.23</p>
<p>(c) Reworks: A fee of \$122.42 shall be charged for failure to make required corrections previously indicated.</p>	<p>\$122.42</p>
<p>(d) Lost Permit Card Fee: A replacement fee of \$26.61 shall be charged for the loss of a Permit Inspection Record Card after a permit has been issued.</p>	<p>\$26.61</p>
<p>(e) Records of inspection results in excess of 5 pages – per page \$1.00</p> <p style="text-align: right;">Rate per page after the first 5 pages</p>	<p>\$1.00</p>
<p>Special Projects</p> <p>A fee equal to actual staff time and related costs shall be assessed for special projects requiring research by the Department in order to answer questions proposed by developers, attorneys or realtors, in connection with the use, re-subdivision, and development of properties, or to determine if any existing violations are on the property through a review of departmental records. Such special fee only will be levied for requests outside the scope of normal departmental work. A minimum fee of \$79.84 shall be charged.</p> <p style="text-align: right;">Minimum</p>	<p>\$79.84</p>
<p>Expedited Permit Review Fee</p> <p>Permit applicant who request and alternate or expedited plan review service shall be charged an expedited plan review upfront fee and charged a minimum of 4 hours per discipline</p> <p style="text-align: right;">Upfront Fee</p> <p style="text-align: right;">Hourly rate per discipline</p> <p style="text-align: right;">Minimum charge of 4 hours per discipline</p> <p>Expedited plan review fees shall not be credited toward the permit fees.</p> <p>Full permit fees shall be due at the time of issuance of the permit(s).</p>	<p>\$800.00</p> <p>\$79.84</p> <p>\$319.36</p>
<p>Dry Run Plan Review</p> <p>A one time per discipline review of plans. Requires submittal of application and issuance of process number</p> <p style="text-align: right;">Upfront Fee</p>	<p>\$800.00</p>
<p>Concurrency Review</p> <p>A fee of six (6) percent (for concurrency review) of the total permit fee will be added to original fees where a concurrency review was performed.</p>	<p>6% of total permit fee</p>
<p>North Miami Training and Technology Fees</p> <p>A training and technology fee shall be assessed to each permit to enhance the City's ability to provide ongoing training, education and technology for the Department.</p>	

1. Minimum fee per minimum permit fee:	\$3.00
2. Permits based on job valuation :	
a. Up to \$500 job valuation:	\$5.00
b. From \$500 to \$2,000 job valuation:	\$7.00
c. Over \$2,000 job valuation shall be assessed at a rate of 1% of the job valuation	1% of job valuation
<u>Inspections Requiring Overtime</u>	
<p style="text-align: right;">Rate Per Hour</p> <p>Charges for construction inspections, which are requested in advance and which require that an employee work overtime, will be at a rate of \$95.81 per hour, with a minimum of four (4) hours per trade.</p>	\$95.81
Minimum of four (4) hours per trade	\$383.23
<u>Fees Based on Estimated Cost – Documentation Requirements</u>	
The Building Official may require the permit applicant to submit appropriate documentation as proof of estimated cost of construction used to compute permit fees.	

BUILDING FEES

<u>“Up-Front” Processing Fee</u>	
<p>Collected at the time of permit application. Said up-front fee is credited to the building permit fee at time of permit issuance.</p> <p style="text-align: right;">Minimum</p>	\$35.00
<u>Minimum Fees for Building Permit</u>	
<p style="text-align: right;">Minimum</p> <p>The minimum fee for all building permits is applicable to all items in the section except as otherwise specified.</p> <p>(With the exception of fees associated with windows, trusses, doors, skylights and all required shop drawings, which are already included in the basic building permit fee, this minimum fee does not apply to add on building permits issued as supplementary to current outstanding permits for the same job.)</p>	\$78.78
<u>Single Family Residence:</u>	
When the building permit application is received for the construction of a new Single Family Residence or Duplex, the applicant shall pay an “up-front” processing fee equal to \$0.13 for each square foot or fractional part thereof, or \$0.01 per dollar in estimated value of the project cost or fractional part when square footage does not apply.	

	Rate per square foot	\$0.13
	Rate per dollar in estimated value or fraction thereof	\$0.01
<u>Multi-family project:</u>		
When a building permit application is received for a multi-family project, the applicant shall pay an "up front" processing fee equal to \$0.16 for each square foot or fraction part thereof.		
	Rate per square foot	\$0.16
<u>Commercial project:</u>		
When a building permit application is received for a commercial project, the applicant shall pay an "up front" processing fee equal to \$5.48 per 100 square feet or fractional part or \$0.85 for each \$100.00 of estimated value or fractional part thereof.		
	Rate Per 100 square feet	\$5.48
	Rate Per \$100.00 of estimated value or fraction thereof	\$0.85
<u>All other projects:</u>		
For all other projects not listed above, the applicant shall pay an "up front" processing fee equal to \$0.13 for each square foot or fraction part thereof or \$0.01 per dollar in estimated value or fractional part thereof when square footage does not apply.		
	Rate Per Square Foot	\$0.13
	Rate Per \$1.00 in estimated value or fraction thereof	\$0.01
<u>This processing fee is not refundable but shall be credited toward the final building permit fee.</u>		
<u>New Buildings and/or Additions</u>		
For each one (1) square foot of floor area, building, as defined in the Florida Building Code. Occupational Uses are calculated separately in mixed use (multiple use) projects. Multiple use projects area rate is per usage square footage.		
<u>Single Family and Duplex</u>		
	Per square foot	\$0.36
<u>Multi-family</u>		
	\$0.75 per square foot up to the first 100,000 sf	\$0.75
	\$0.64 per square foot for the next 100,000 sf up to 200,000 sf	\$0.64
	\$0.59 per square foot for the remaining sf over 200,001	\$0.59
<u>Townhouse</u>		
	Per square foot	\$0.64

<u>Commercial</u>	
	Per square foot \$0.85
<u>Institutional</u> (hospitals, nursing homes, schools)	
	Per square foot \$0.48
<u>Industrial, Storage Facility & Warehouse</u>	
	Per square foot \$0.37
<u>Garages</u>	
	Per square foot \$0.43
<u>Greenhouses & buildings for agricultural uses</u> (non-residential) when located on the premises so used - per 100 sq. ft. or fractional part of floor area.	
	Rate per 100 square feet \$6.93
<u>Mobile Home additions</u> – each 100 sq. ft. or fractional part of floor area.	
	Rate per 100 square feet \$8.40
<u>Tents</u>	
0 – 5,000 square feet	\$78.78
Over 5,000 square feet	\$181.30
All others per 100 sq. ft. or fractional part of floor area.	\$12.54
For structures of unusual size or nature such as arenas, stadiums and water and sewer plants, the fee shall be based on ½ of 1% of the estimated construction cost.	Based on estimated construction cost
<u>New Construction</u>	
Water Tower, Pylons, Bulk Storage Tank Foundations, Sea Walls, Bulkheads, Unusual Limited Use Buildings, Freestanding Rigid Canopies, Marquees, Special Foundations and Similar Construction:	
For each \$1,000 of estimated cost or fractional part	\$10.26
Metal, wood or other storage sheds (including prefab)	\$78.78
<u>Alterations, Remodeling and Repairs to Buildings and Structures, Including Sandblasting & Guniting:</u>	
Up to \$1,000 of estimated cost or fractional part	\$53.23
For each additional \$1,000 of estimated cost or fractional part	\$21.29
Minimum fee	\$266.13
<u>Moving Buildings or Other Structures</u>	
For each 100 sq. ft. or fractional part thereof (does not include cost of new foundation or repairs to building or structure)	\$10.68
<u>Concrete Slabs, Asphalt Paving Areas and Resurfacing</u> (Where separate installation not covered by prior permit)	
For first 100 sq. ft. or fractional part thereof	\$15.97

For each additional 100 sq. ft. or fractional part thereof	\$6.39
<u>Roofing, Including Re-Roofing and Repairs</u>	
Single Family and Duplex:	
Roofing shingle and other roof types not listed per square foot or roof coverage including overhangs.	\$0.11
Roof tile, per square foot	\$0.16
Minimum fee per roofing category	\$91.40
All other occupancies:	
Roofing shingle and other roof types not listed:	
Per square foot	\$0.11
<u>Fences and/or Walls</u>	
Chain-link:	
0 – 500 linear feet	\$78.78
501 – 1,000 linear feet	\$95.98
Rate per linear foot for each additional linear foot over 1,000	\$0.11
Wood – Per linear foot	\$0.80
Concrete – Per linear foot	\$1.44
<u>Swimming Pools, Spas and Hot Tubs</u>	
Installation of Swimming Pool/Spa	\$159.68
Repair of Swimming Pool/Spa	\$78.78
<u>Temporary Platforms and Temporary Bleachers to be used for Public Assembly</u>	
Rate per 100 square feet or fractional part of platform area	\$6.32
Rate per 100 lineal feet or fractional part of seats	\$5.48
<u>Demolition of Buildings</u>	
For each structure	\$186.29
<u>Land Clearing, sub soil preparation</u>	
Per square foot	\$0.05
<u>Shop Drawing Review (for other than Group 1)</u>	
(a) Trusses/Steel Structures	
First 600 sq. ft. or fractional part	\$19.43
Each additional 100 square feet or fractional part	\$0.99
(b) Precast/Pre-stress (Roof-Floor-Walls)	
Rate per 1,000 square feet or fractional part	\$9.91
(c) Overhead Doors - each	
	\$9.91
(d) Skylights - each	
	\$9.91

(e) Hand Rails/Stair Rails – Rate per linear foot	\$1.37
(f) Storefront/Fixed Glazing (Under 8 ft. high by 4 ft. wide) each 100 square feet or part	\$11.06
(g) Walk-in Coolers – each	\$91.42
<u>Installation or Replacement of Windows or Doors</u>	
Window installation, alteration or repair	
Per square feet of window or door area (except new construction for Group)	\$0.11
Minimum Fee	\$78.78
For each 100 sq. ft. or fractional part	\$11.06
Replacement of Windows and Exterior Doors in all buildings or installation of windows or doors in buildings exceeding two stories in height; or Storefronts and fixed glass exceeding 8 feet in height; or 4 feet in vertical mullion spacing; or Curtain Walls including windows and doors therein.	
<u>Screen Enclosures, Canopies and Awnings (As permitted by City of North Miami Code)</u>	
(a) Screen enclosures	
Each 100 square foot or fraction	\$10.53
(b) Free standing canopies	
For each \$1,000 of estimated cost or fractional part	\$9.62
Minimum Fee	\$78.78
(c) Awnings and Canopies	
Horizontal projection - Per square foot area covered	\$0.10
Minimum Fee	\$78.78
(d) Storm Shutters – Per square foot area covered	\$0.10
Minimum Fee	\$78.78
<u>Tie Down</u>	
Tie Down Inspection Fee	\$95.81
This does not include installation of meter mounts and service equipment. Separate mechanical, plumbing and related electrical permits are required.	
<u>Sign Permit Fees</u>	
(a) Minimum	\$102.08
(b) Signs-non illuminated - Per square foot (illuminated signs under electrical permits)	\$1.52
<u>Satellite Dish</u>	
All trades each	\$179.78

<u>Ornamental Iron</u>	
Per square foot of coverage	\$0.06
Minimum fee	\$78.78
<u>Additional Inspections</u>	
Tie Down Re-inspection Fee	\$78.78
<u>Certificate of Occupancy (Residential)</u>	
Single Family	\$37.26
Duplex & Triplex - per unit	\$37.26
Multi-family (Townhouse, Apartment, hotel and all multi-family uses)	
Per building 4 – 50 Units	\$90.49
Per building 51 – 100 Units	\$79.84
Per building 101 – 200 Units	\$69.19
Per building 201 or more units	\$58.55
Temporary or Partial C.O. Single Family, Duplex & Triplex	\$74.52
Per building 4 – 50 Units	\$90.49
Per building 51 – 100 Units	\$79.84
Per building 101 – 200 Units	\$69.19
Per building 201 or more units	\$58.55
Renewal of Temporary C.O.	\$26.61
<u>Certificate of Occupancy (Commercial & Garages)</u>	
	Per square feet \$0.05
	Minimum Fee \$159.68
	Temporary or Partial C.O. \$106.45
	Renewal of Temporary C.O. \$159.68
<u>Certificate of Occupancy (Institutional)</u>	
	Per square feet \$0.05
	Minimum Fee \$127.74
	Temporary or Partial C.O. \$106.45
	Renewal of Temporary C.O. \$159.68
<u>Certificate of Occupancy (Industrial)</u>	
	Per square feet \$0.05
	Minimum Fee \$95.81
	Temporary or Partial C.O. \$106.45
	Renewal of Temporary C.O. \$159.68

Certificate of Completion:	
Residential	\$10.00
Commercial/Industrial	\$25.00

PLUMBING FEES

Minimum Plumbing or Gas Fee Per Permit except as otherwise specified. (This minimum does not apply to supplemental plumbing permits issued as supplementary to current outstanding permits for the same job.)	\$78.78
Residential Plumbing (Group 1)	
New Single Family Residence or Duplex (Group 1) per sq. ft.	\$0.14
Addition to Single Family Residence or Duplex (Group 1) per sf	\$0.14
Minimum Fee	\$91.42
Alterations or repairs to Single Family Residence or Duplex (Group 1) per \$1.00 of estimated cost or fractional part	\$0.06
Minimum Fee	\$91.42
Commercial Plumbing (all groups except Group 1)	
Roughing-in or plugged outlets for bathtubs, closets, doctors, dentists, hospital sterilizers, autoclaves, autopsy tables and other fixtures, appurtenances or other appliances having water supply or waste outlet, or both, drinking fountains, fixtures discharging into traps or safe waste pipes, floor drains, laundry tubs, lavatories, showers, sinks, slop sinks, urinals and water heaters.	
For each roughing-in or plugged outlet	\$9.14
Fixtures set on new roughing-in or plugged outlets or replaced on old roughing-in:	
Each fixture	\$9.14
Minimum Fee	\$91.42
Septic Tanks, Settling tanks, Gas and Oil Interceptors, and Grease Traps	
(Including tank abandonment, drain tile and relay for same)	\$78.78
Sewer	
Each building storm sewer and each building sewer where connection is made to a collector line or to an existing sewer or to a city sewer or soakage pit or to a building drain outside a building	\$78.78
Sewer Capping/Demolition	\$78.78
Condensate Drain (Air Conditioning)	
Per outlet (Except single not manifolded A/C outlet not exceeding 5 tons)	\$4.82
Irrigation system and underground sprinkler system -for each zone	\$25.60

Solar water-heater installation, equipment replacement or repair	\$137.12
<u>Swimming pool piping, not including well (new installation)</u>	
Residential	\$91.42
Commercial	\$144.73
Sump pump	\$12.19
Swimming pool heater - each	\$76.18
Swimming pool maintenance - each	\$91.42
2" or less water service backflow assembly	\$53.33
2 1/2" or larger water service backflow assembly	\$83.79
Repairs to water piping: For each \$1,000 estimated cost or fractional part	\$8.78
<u>Wells</u>	
Residential wells - per well	\$80.00
Commercial wells - per well	\$121.89
<u>Natural Gas or a Liquefied Petroleum</u>	
For each outlet Group 1 (includes meters and regulators)	\$9.14
For each appliance (does not include warm air heating units, but does include unvented space heaters and vented wall heaters – no duct work) (see Fee Section E(3) for heating)	\$9.14
Other Groups	\$15.23
For each outlet (includes meters and regulators)	\$15.23
For each appliance (does not include warm air heating units, but does include unvented space) heaters and vented wall heaters – no duct work (See Fee Section E(3) for heating)	\$15.23
For each meter (new or replacement)	\$6.10
For major repairs to gas pipe where no fixture or appliance installation is involved	\$53.33
Above ground L.P. Gas tanks per group of tanks at a single location	\$91.42
Sewage treatment plants (interior plant piping)	\$228.53
Lift station (interior station piping)	\$365.65
Sewage ejector	\$106.66
<u>Water and Gas Mains</u>	
Note: On private property and other than public utility easements	
Each 50 feet or part thereof	\$10.68
Minimum Fee	\$121.89
<u>Storm/Sanitary Utility/Collector Lines Building Drain Lines</u>	
Note: On private property other than public utility easements	
Minimum Fee	\$121.89

Each 50 feet or part thereof	\$10.68
Each manhole or catch basin	\$15.23

<u>Temporary Toilets – Waterborne or Chemical</u>	
First temporary toilet	\$78.78
For each additional	\$12.57
(Renewal of temporary toilet same charge as original permit)	
<u>Dental Vacuum Lines</u> Each system	\$91.42
<u>Mobile Home Connections</u>	
Each unit	\$91.42
Additional Inspections	\$78.78

STRUCTURAL FEES

Minimum fee for first 1/2 hour	\$32.50
Hourly rate	\$65.00

ELECTRICAL FEES

<u>Minimum Electrical Per Permit including Repair Work Permit</u> except as otherwise specified.	\$78.78
Note: This minimum does not apply to add-on electrical permits issued as supplementary to current outstanding permits for the same job and demolition work	
<u>Permanent Service to Buildings – New Work Only</u>	
Note: The following fee shall be charged for total amperage of service	
For each 100 amp. or fractional part	\$6.87
<u>Feeders</u>	
Note: Includes feeders to panels, M.C.C., switchboards, generators, automatic transfer switches, elevators, etc.	
Each feeder	\$18.29
<u>Agricultural Service</u> (permanent)	
Per service	\$78.78
<u>Temporary Service for Construction</u>	
Per service	\$78.78
<u>Construction Field Office Service</u> - Per service	\$186.29

Mobile Home or RV Service (residential)	
Per service	\$91.42
Temporary Service Test (commercial only)	
(a) Equipment and service (30 day limit) per service	\$143.71
(b) Elevator (180 day limit) per elevator	\$143.71
Residential Wiring	
For new construction and additions for each sq. ft. of floor area	\$0.11
Alterations or repairs per \$1.00 estimated cost or fraction	\$0.06
Minimum Fee	\$91.42
All Other Wiring and Outlets	
Common areas include: corridors, public lounges, elevators, pumps, A/C (public area), lights, outlets, and house and emergency service, etc. These areas and all other commercial wiring and shall be subject to the fees below:	
(a) Boxes, receptacles, switches, sign, fractional motor, fans, low voltage outlets, empty outlets for telephone, CATV, each outlet, and 110 volt smoke detectors - Each outlet box	
Each outlet box	\$2.45
(b) Special outlets - Each special outlet	\$10.68
(c) Commercial equipment (KWA rated), X-Ray outlets, commercial cooking equipment, presses, generators, transformers (permanently connected)	
For each 10 KW or fractional part	\$10.68
(d) Motors installed, repaired or replaced (fractional already covered on general outlets)	
Each motor	\$13.72
(e) Air conditioning and refrigeration system (new work). Applies to commercial, and residential, agricultural and industrial. Covers related work, except wall or window units which are covered under special outlets.	
(1) Per ton or fractional part thereof	\$9.14
(2) Replacement or relocation of existing A/C and refrigeration units (same size)	
Per KW or ton	\$3.04
(f) Electrical equipment – replacement (existing facilities)	
Switchboards, M.C.C., panels, control boards	
For each board	\$30.48
Lighting Fixtures	
Common areas include corridors, public lounges, elevators, pumps, A/C (public area), lights, outlets, house and emergency service, etc. These areas and commercial wiring shall be subject to the fees below:	

Floodlights, spotlights, parking lights, tennis court lights, fluorescent and incandescent fixtures, etc.	
(a) Per fixture	\$2.45
(b) Plugmold, light track, neon strips. Each 5 ft. or fraction	\$4.74
Light pole (Group 1) - Per pole	\$15.23
Light pole (commercial) - Per pole	\$22.87
<u>Signs and Architectural Features (Indoor Neons)</u>	
Per sq. ft. of sign	\$1.50
Minimum Fee	\$102.08
Repairs and reconnection each	\$89.89
Neon strips each 5 ft. or fractional part	\$3.04
<u>Temporary Work on Circuses, Carnivals, Fairs, Tents, etc.</u>	
Per ride or structure	\$78.78
<u>Fire Detection System</u>	
(Needs category 04 processing)	
Includes fire alarm systems, halon, etc. Does not include single 110 volt residential detectors.	
Per system (for new and upgrades)	\$190.44
Repairs and additions to existing systems - Per system	\$91.42
<u>Master Television Antenna and Radio System</u>	
Does not include CATV and telephone empty conduit system. Does include free wiring of same.	
Master control	\$30.48
Each device	\$1.82
<u>Burglar Alarm System *all low voltage work requires a permit</u>	
Installation wiring	\$78.78
Installation devices	\$78.78
Complete system	\$143.71
Repair per system	\$78.78
<u>Intercom System *all low voltage work requires a permit</u>	
Includes residential, nurse call, paging, etc.:	
Each new system - Group 1	\$91.42
Other groups	\$143.71
Repair each system	\$91.42
<u>Energy Management System</u>	
Per floor	\$159.98

Repair - per floor	\$91.42
<u>Swimming Pool Electrical</u>	
Fee based on cumulative cost of the following components:	
(a) Residential pool or spa (Group 1) (includes motor and pool lights)	\$91.42
(b) Residential combination pool/spa (includes motors and pool lights)	\$143.71
(c) Commercial and multi-family dwelling pool/spa	\$213.29
(d) Commercial, multi-family dwelling combination pool/spa	\$289.48
Repair residential (Group 1) pool	\$91.42
Repair commercial pool	\$213.29
<u>Free Standing Service</u>	\$137.03
New meter and service (requires processing) – Per service	
Includes lift stations, sprinkler systems, street lighting, parking lots, etc. that require new service with separate meter.	
<u>Conduit Duct Bank</u>	
Per linear foot	\$2.76
<u>Ground Wire for Screen Bonding</u>	
Per installation	\$91.42
<u>FPL Load Management</u>	
Per bid	\$91.42
<u>Underground Manholes</u>	
Additional Inspections	\$78.78

MECHANICAL FEES

<u>Minimum Mechanical Permit Fee</u>	\$77.61
Except as otherwise specified. (This minimum does not apply to add-on mechanical permits issued as supplementary to current outstanding permits for the same job.)	
<u>Mechanical Single Family Residences and Duplexes</u>	
New construction per sq. foot	\$0.11
Additions to Single Family Residences and Duplex (Group 1) and Duplex - Per square foot	\$0.11
<u>Minimum Fee</u>	\$91.42
<u>Air Conditioning and Refrigeration, including the Relocation of Equipment.</u>	
Separate permits are required for electrical, water and gas connections	
For each ton capacity or fraction	\$22.87

Minimum Fee	\$91.42
Room A/C wall unit	\$53.33
<u>Furnaces and Heating Equipment including Commercial Dryers, Ovens and other fired objects not elsewhere classified.</u> (Includes all component parts of the system except fuel and electrical lines.) For vented and unvented wall heaters: For each KW	\$4.58
Minimum Fee	\$78.78
<u>Fire Sprinkler System</u>	
Per standpipe	\$30.48
Per sprinkler head	\$1.52
Per hose rack or hose bib	\$15.23
Fire pump	\$114.27
Each 50 ft. of underground piping or part thereof	\$30.48
Minimum Fee	\$106.66
<u>Storage Tanks for Flammable Liquids</u>	
Per tank	\$228.53
<u>Internal Combustion Engines</u>	
Stationary – each	\$114.27
<u>Commercial Kitchen Hoods</u>	
Each	\$190.44
<u>Other Fees</u>	
(a) Fire chemical halon and spray booths for each Per system	\$159.98
(b) Insulation, pneumatic tube, conveyor systems, pressure and process piping, sheet metal or fiberglass air conditioning ducts, cooling towers, mechanical ventilation For each \$1,000 or fractional part of contract cost	\$16.01
Minimum Fee	\$91.42
(c) Ductless fan each	\$45.71
Additional Inspections	\$78.78

OTHER FEES

Amusement Rides and Devices	
Per ride	\$144.73

Boilers	
Boilers less than 837 MBTU -- Each	\$114.27
Boilers 837 MBTU to 6,695 MBTU -- Each	\$137.12
Boilers 6,695 MBTU and up - Each	\$190.44
Steam driven prime movers -- Each	\$91.42
Steam actuated machinery -- Each	\$91.42
Unfired pressure vessels (operating at pressures in excess of 60 PSI and having volume of more than 5 cu. ft.) - Each pressure vessel	\$91.42
<u>Refunds, Time Limitations and Cancellations:</u>	
<p>The fees charged pursuant to this schedule, provided the same are for permits required by Sec. 104 of the Florida Building Code, may be refunded by the Building Official subject to the following:</p> <p>1. No refunds shall be made on requests involving:</p> <ul style="list-style-type: none"> a. Any minimum permit fee or less; or b. Permits revoked by the Building Official under authority granted by the Florida Building Code; or c. Permits cancelled by court order; or d. Permits which have expired; or e. Permits under which work has commenced as evidenced by any recorded inspection having been made by the department. <p>2. A full refund shall be granted to a permit holder who takes out a permit covering work outside the City's jurisdictional area.</p>	
<u>Change of Contractor:</u>	
The transfer of a permit from original permit holder/contractor to second permit holder/contractor:	\$78.78
<u>Copies of Departmental Records:</u>	
Plan reproductions from microfilm -- Per sheet	\$5.00
Notary public service -- Per document	\$1.00
Research and ordering plans (from microfilm and scan records)	\$5.00
Scan copies and other copies made on copy machine - Per copy	\$0.15
<u>Work in the Public Right of Way Fees:</u>	
<p>Minimum permit for the following work:</p> <ul style="list-style-type: none"> Driveway approaches (use of swale area) Curb, gutter, sidewalk (new and repair) Road cuts, sewer connections, water mains, etc. Utilities per pole or hand hold, etc. 	\$47.90

Minimum permit fee plus charge per pole or hand hold (Work in Public Right of Way Fee)	\$10.65
<u>Contractor Enforcement</u>	
Case Processing Fee – Each	\$465.73
Field Inspection	\$152.35
Re-inspection Fee	\$91.42
Photographs – Each	\$3.04
Lien Processing Fee	\$79.84
Lien Settlement Fee	\$79.84
<u>Criminal Processing Recovery Cost</u>	
Case Processing Fee	\$533.22
Inspection – Each	\$91.42
Photographs – Each	\$3.04
Corporate Information	\$30.48
Case Processing Fee	\$304.70
Court Appearance – Each	\$91.42
Posting of Notices – Each	\$45.71
Lien Recordation/Cancellation of Notices – Each	\$53.33
<u>Unsafe Structures</u>	
Case Processing Fee	\$533.22
Photographs – Each	\$3.04
Inspection Fee – Each	\$167.59
Re-inspection Fee – Each	\$114.27
Posting of Notices – Each	\$53.33
Unsafe Structures Board Processing Fee	\$190.44
Lien/Recordation/Cancellation of Notices – Each	\$53.33
Bid Processing Fee	\$152.35
Corporate Information	\$30.48
<u>PLEASE NOTE:</u>	
<p>These fees were adopted by the City Council on May 26, 2009 with an effective date of October 1, 2009. Per the City's adopted Ordinance, Building and Zoning permit fees are subject to an annual increase on October 1st of each year to an amount equal to the CPI of the previous year.</p>	



**SCHEDULE OF FEES
AS OF JANUARY 17, 2012
TABLE OF CONTENTS**

Parking Division
Collections
Central Services
Planning & Zoning
Public Works & Utilities
Code Enforcement
Building Permits
Building - Plumbing & Permits
Building - Mechanical Permits
Building - Electrical Permits
Building - Cert. of Use, Completion & Occupancy
Building - Other
Building - Refunds
City Clerk
Police Department
Parks & Recreation - Sports
Parks & Recreation - Rentals
Parks & Recreation - After School House & Camps
Parks & Recreation - Fitness Center
Special Events

PARKING DIVISION FEE SCHEDULE

Description	Fee
Hourly Meter Parking Rate	\$1.50
Library, 2-hour limit, hourly	\$1.00
Meter Rental Fee Daily	\$25.00
Valet Parking Daily	\$25.00
Parking Permits per Month	\$53.50
Residential Parking Decal Annually (maximum of 2)	\$20.00
Residential Paking Visitor Annually (Maximum of 1)	\$40.00

COLLECTIONS FEE SCHEDULE

Description	CODE	Fee
Local Business Tax		
RESIDENTIAL USE (Apartments only)		
up to 5 Units	100	\$91.16
6 to 50 Units	101	\$158.03
51 to 100 Units	102	\$243.11
101 to 200 Units	103	\$303.88
201 to More Units	104	\$364.65
PUBLIC AND INSTITUTIONAL		
Up to 1,000 SQ FT	201	\$121.55
1,001 to 3,000 SQ FT	202	\$181.81
3,001 to 10,000 SQ FT	203	\$243.11
10,001 SQ FT & Over	204	\$291.72
BUSINESS AND PROFESSIONAL		
1 Employee	301	\$158.03
2 to 9 Employees	302	\$243.11
10 to 24 Employees	303	\$335.02
25 or more	304	\$425.43
RETAIL AND WHOLESALE TRADE		
up to 1,000 SQ FT	401	\$158.03
1,000 to 2,000 SQ FT	402	\$243.11
2,001 to 5,000 SQ FT	403	\$425.43
5,001 to 15,000 SQ FT	404	\$607.00
15,000 SQ FT & Over	405	\$911.00
TRANSPORTATION, WAREHOUSING & COMMUNICATIONS		
Minimum Rate	501	\$243.11
10 to 25 Employees	502	\$273.48
26 or More Employees \$	503	\$303.88
7,500 to 20,000 SQ FT an Additional	504	\$30.70
20,001 SQ FT and Over an Additional	505	\$60.78

MANUFACTURING & INTENSIVE USES

Minimum Rate	\$273.48
7,500 to 15,000	\$303.88
15,001 to 25,000 SQ FT	\$334.27
25,001 to SQ FT and Over	\$364.65

LIEN SEARCHES

24 Hours (only single family residences)	\$250.00
48 Hours	\$135.00
72 Hours	\$105.00
5 Days	\$105.00

BURGLAR ALARM FEE

Alarm registration fee, residential, one time	\$50
Alarm registration fee, commercial, annually	\$100
First false alarm	no charge
Second false alarm	\$50
Third false alarm	\$100
Fourth false alarm	\$150
Fifth and each additional occurrence	\$200

OTHER FEES

Coin Operating Machine	\$36.47
Garage Sale, 2-day permit	\$20.00
Credit Card Processing Convenience Fee (Per Transaction)	\$3.00
Cost per Check Issued, Companies only	\$2.00

CENTRAL SERVICE FEE SCHEDULE

Description	Fee
FINGERPRINTING	
Roll	\$12
Digital	N/A
BACKGROUND CHECK	
per application	\$15
PHOTOS	
2 passport photos	\$10
PASSPORTS	
Per application	\$25
Express mail charged for expedite passports	\$17.50
SPECIAL EVENTS	
Admin. processing fee	\$100
Non-Refundable Application Fee	\$60
Deposit (refundable)	\$500
Expedite fee (3 business days)	\$60
MOVIES	
30 day permit - non-refundable	\$100
NOTARY	
First Page	\$10
Each additional page	\$2
City Document	\$5
LAMINATING	
per sheet	\$2

PHOTOCOPIES

Black & White, per page single-sided	\$0.15
Black & White, per page double-sided	\$0.30
Color, per page one-sided	\$0.50
Color, per page double-sided	\$1

PLANNING AND ZONING FEE SCHEDULE

Description	Fee
ERP APPLICATIONS	
RS AND RT ZONING DISTRICTS	
New construction, per dwelling unit	\$750
ALL OTHER ZONING DISTRICT	
New construction	\$900
Renovation	\$450
Signs	
First sign	\$225
Each additional sign	\$50
Revisions, fences, walls, etc.	\$225
Each additional appearance before the Board	\$150
Appeal ERPB decision	\$100
REZONING	
Ten acres or less per lot	\$6,000
Over ten acres per lot	\$20,250
SPECIAL EXCEPTIONS	
Each application	\$3,000
Each extension request	\$500
SPECIAL USE APPLICATIONS	
Each application	\$3,000
Each extension request	\$500
VARIANCES	
First variance request	\$3,000
Each additional variance request	\$1,125
Each extension request	\$500
PLANNED UNIT DEVELOPMENT (PUD)	
PUD Major change	\$5,250
PUD Minor change	\$1,500

PLAT APPLICATION

Tentative plat	\$5,000
Final plat	\$4,000
Waiver of plat	\$4,500

LDC AMENDMENT (Text Amendments)

I. General standards, miscellaneous provisions	\$3,000
II. Change permitted use schedule	\$6,000

COMPREHENSIVE PLAN AMENDMENT

Each application	\$30,000
------------------	----------

DEVELOPMENT OF REGIONAL IMPACT (DRI)

Application fee, plus	\$25,000
Residential, per square foot of gross floor area	\$0.075
Non-residential, per sq. ft. of gross floor area	\$0.10
Mixed-Use, per square foot of gross floor area	\$0.10

DRI SUBSTANTIAL CHANGE

Per square foot of gross floor area of change	\$0.075
---	---------

DRI EXEMPTION SENATE BILL 360

Per request, plus	\$25,000
Residential, per square foot of gross floor area	\$0.075
Non-residential, per sq. ft. of gross floor area	\$0.10
Mixed-Use, per square foot of gross floor area	\$0.10

TEMPORARY SIGNS & BANNERS

Temporary signage, per sign (maximum 30-days)	\$75
Banner over public street (maximum 14-days)	\$300
Banner per pole (minimum \$300) (per 30-days)	\$30

MD COUNTY SIGN APPLICATION

per sign	\$100
----------	-------

NEWSRACK APPLICATION FEE

per newsrack	\$50
--------------	------

OUTDOOR SEATING

Seating/Dining on Public Right-of-Way

Each outdoor seat, annually (annually increase by \$10 to max. of \$65)	\$55
Each stand-alone table top without seating used for consumption of beverages or food, annually	\$520

Seating/Dining on Private Property

Annual permit for all outdoor dining/seating	\$250
--	-------

OUTDOOR DISPLAY OF RETAIL MERCHANDISE

Annual permit for outdoor display of retail merchandise	\$250
---	-------

PERMANENT GENERATOR

Each application	\$100
------------------	-------

TEMPORARY STORAGE UNIT (PODS)

Residential (max. size 8' x 16', per 14 day period)	\$50
Non-residential (max. 8' x 32', per 30 day period)	\$150
If associated with a building permit	No fee

TREE REMOVAL PERMIT

First tree to be removed	\$75
Each additional tree to be removed	35

ALCOHOLIC BEVERAGE LICENSE

1 Administrative Per Se	\$100
2 Administrative Per Se	\$200
3 Administrative Per Se	\$500
1 Consumption on Premises	\$250
2 Consumption on Premises	\$250
4 thru 8 Consumption on Premises	\$750
4 Consumption on Premises - SRX	\$1,000

MICROFILM RESEARCH

Per request	\$100
-------------	-------

VACATE STREET, ALLEY, EASEMENT or OTHER PUBLIC PER REQUEST \$3,000

COVENANTS, EASEMENTS OR DEVELOPMENT AGREEMENTS PER REQUEST \$5,000

MODIFICATION / RELEASE OF RESTRICTIVE COVENANTS, EASEMENTS OR DEVELOPMENT AGREEMENTS PER \$500

REQUEST OR RELEASE OF UNITY OF TITLE EACH APPLICATI \$1,500

PHOTOCOPIES AND PUBLICATIONS

Microfilm reader/printer copies, each \$12

Official zoning map in color \$15

Small official city map \$5

Future land use map in color \$15

Custom GIS map, each copy \$15

Land Development Code \$75

Comprehensive Plan \$50

Hometown Regulations \$5

Census data packet \$3

Black & White copy, single-sided \$0.15

Black & White copy, double-sided \$0.30

LETTERS

Condominium conversion letter \$1,000

Flood zone letter \$100

Zoning and land use verification letter \$100

PUBLIC WORKS & UTILITIES FEE SCHEDULE

Description	Fee
PERMIT FEES	
Minimum permit fee	\$150
Permit extension fee, for 60 day period	\$150
DRAWINGS	
Revisions to approved drawings, per sheet	\$25
Shop drawing review	\$100
INSPECTIONS	
Reinspection, per request	\$65
After hour Inspection	\$300
CHANGE OF CONTRACTOR	
Percentage of original permit fee	30%
Minimum	\$65
Maximum	\$250
WORK WITHOUT PROPER PERMITS AND/OR INSPECTIONS	
After the fact permit fee: For any work performed without proper permits and/or inspections	Permit fees quadrupled
Minimum, per day	\$1,000
SANITARY SEWER, WATERLINE, GAS LINE, AND OTHER UNDERGROUND UTILITIES	
0 to 100 linear feet	\$125
Each additional 100 linear feet or fraction	\$50
WORK ON DRAINAGE SYSTEMS	
0 to 100 linear feet	\$85
Each additional 100 linear feet or fraction	\$50

**POLES, DOWN GUY, ANCHOR, SPLICE PIT, MANHOLE
OR FIRE HYDRANTS**

Installation or removal, each unit \$40

SIDEWALK, CURB AND GUTTER

Per every 100 linear feet or fraction \$65
for additional - 50 ft N/A

DRIVEWAY

Per approach N/A

PAVING

0-30 square yards \$200
Additional 100 square yards or fraction \$40

STRIPING OF ROADWAY

per 100 linear feet or fraction of roadway \$100

STREET NAME OR DIRECTIONAL SIGNS

Per sign installation \$15

BRIDGES

0-1000 square feet \$1,140
Each additional 100 square feet or fraction \$230

**PERMANENT TRAFFIC BARRICADE, GUARDRAIL AND
GUIDEPOSTS**

Each 100 linear feet or fraction \$85

CULVERTS

Each linear foot of pipe or fraction \$10

TRAFFIC SIGNAL, per intersection or location

New \$1,710

Upgrade or modification \$1,114

BUS SHELTERS

Each \$115

EXCAVATIONS FOR UNDERGROUND CONSTRUCTION

0 to 250 sq. ft. \$125

Each additional 250 sq. ft. or fraction \$50

LANDSCAPING, TREES

Each

Existing single family residential \$0

Multi-family owner occupied \$0

Commercial \$20

New Construction \$20

LANDSCAPING, HEDGES

For each 100 L. F.

Existing single family residential for each 100 L. F. \$0

Multi-family owner occupied for each 100 L. F. \$0

Commercial for each 100 L. F. \$25

New Construction for each 100 L. F. \$25

LANDSCAPING, GROUND COVER

0 to 250 sq. ft.

Each additional 250 sq. ft. or fraction

Existing single family residential for each L. F. \$0

Multi-family owner occupied for each L. F. \$0

Commercial 0 to 250 sq. ft. \$200

Commercial each additional 250 sq. ft. or fraction \$50

New Construction 0 to 250 sq. ft. \$200

New Construction each additional 250 sq. ft. or fraction \$50

TEMPORARY STAGING AREA, CRANE, TRAILER, TRUCK ON THE RIGH

Flat fee per day for first 5 days \$200

Every five days or fraction thereof after \$300

TEMPORARY FULL ROAD AND SIDEWALK CLOSURE

No single lane roadway closure permitted.- Excludes city events and events funded by the city.

Per linear. Ft.of road, rounded to the next higher whole number in ft.,per day \$0.25

MAINTENANCE OF TRAFFIC (MOT)

Intrusion into and/or using one-way lane \$100

Roadways with two-way traffic \$200

Detour, per direction \$100

Sidewalk intrusion, each \$100

Landscaping contractor, special permit per year \$100

PUBLIC WORKS HOURLY RATE

Non-supervisor \$40

Supervisor \$45

CUSTOM GIS MAP AND/OR DATA

Charged per hourly rate of non-supervisor \$40

TRASH COLLECTION

Up to 1/2 truck load (12.5 cubic yards), once per week no charge

Over 1/2 truck load (12.5 cubic yards) ~~or any part thereof~~ \$156

Full truck load (25 cubic yards) or any part thereof \$312

Special collection \$156

Appliances, each \$50

CODE ENFORCEMENT - FINES SCHEDULE

Description	Fee
Class I	
OVERGROWN LOTS	
First Offense	\$200
Second Offense	\$300
Additional Offenses	\$500
ILLEGAL SIGNS	
First Offense	\$200
Second Offense	\$300
Additional Offenses	\$500
OTHER VIOLATIONS OF EQUIVALENT GRAVITY	
First Offense	\$200
Second Offense	\$300
Additional Offenses	\$500
Class II	
OCCUPATIONAL LICENSE	
First Offense	\$200
Second Offense	\$400
Additional Offenses	\$500
ABANDONED / JUNK VEHICLES	
First Offense	\$200
Second Offense	\$400
Additional Offenses	\$500
TRASH	
First Offense	\$200
Second Offense	\$400
Additional Offenses	\$500

COMMERCIAL VEHICLES - RS ZONING DISTRICT

First Offense	\$200
Second Offense	\$400
Additional Offenses	\$500

GARBAGE

First Offense	\$200
Second Offense	\$400
Additional Offenses	\$500

OTHER VIOLATIONS OF EQUIVALENT GRAVITY

First Offense	\$200
Second Offense	\$400
Additional Offenses	\$500

Class III

OVERGROWN VACANT LOTS

First Offense	\$350
Second Offense	\$450
Additional Offenses	\$500

NOISE

First Offense	\$350
Second Offense	\$450
Additional Offenses	\$500

ROW OBSTRUCTIONS

First Offense	\$350
Second Offense	\$450
Additional Offenses	\$500

OTHER VIOLATIONS OF EQUIVALENT GRAVITY

First Offense	\$350
Second Offense	\$450
Additional Offenses	\$500

Class IV

TRIANGLE OF VISIBILITY

First Offense	\$350
Second Offense	\$450
Additional Offenses	\$500

VACANT, UNSECURED BUILDING

First Offense	\$350
Second Offense	\$450
Additional Offenses	\$500

OTHER FLORIDA BUILDING CODE VIOLATIONS

First Offense	\$350
Second Offense	\$450
Additional Offenses	\$500

ZONING VIOLATIONS/ILLEGAL UNITS

First Offense	\$350
Second Offense	\$450
Additional Offenses	\$500

CONSTRUCTION WORK W/O PERMIT

First Offense	\$350
Second Offense	\$450
Additional Offenses	\$500

OTHER VIOLATIONS OF EQUIVALENT GRAVITY

First Offense	\$350
Second Offense	\$450
Additional Offenses	\$500

Class V

THREAT TO PUBLIC HEALTH

First Offense	\$450
Second Offense	\$450
Additional Offenses	\$500

SAFTEY & WELFARE, Irreparable / Irreversible

Violations

First Offense	\$450
Second Offense	\$450
Additional Offenses	\$500

OTHER VIOLATIONS OF EQUIVALENT GRAVITY

First Offense	\$450
Second Offense	\$450
Additional Offenses	\$500

Class VI

ILLEGAL DUMPING

First Offense	\$500
Second Offense	\$1,000
Additional Offenses	\$1,000

OTHER VIOLATIONS NOT CATEGORIZED

HATRACKED TREE

Fee per tree \$250.00

GARAGE SALE

Failure to have permit first Courtesy
Second time without permit \$150

LIEN REDUCTION REQUEST

Fee for each case \$250

NOTICE OF CIVIL INFRACTION

Late Fee after due date \$25

NOTICE OF LIEN LETTER

Late Fee after due date \$50

SATISFACTION OF LIENS

Preparation Fee \$25

OUTDOOR SEATING/DINING

Without permit, per day \$500

Violation of regulations/standards, per day \$500

PLACING PORTABLE STORAGE UNITS W/O PERMIT

First offense \$250

Second offense \$500

PORTABLE SIGNS

Permitted Signs be expanded ex. "Open House" Permit Fee \$25

PORTABLE ILLEGAL SIGNS

Removal Fee \$25

RECORDS SEARCH

Minimum - Maximum \$1-\$5

SPECIAL MASTER HEARINGS

Court & Amministrative Fee \$100

SPECIAL MASTER ORDERS

Re-Inspection Fee \$50

SHOPPING CART RETRIVAL FEE

Fee per shopping cart \$40

**BUILDING PERMIT FEES SCHEDULE
SECTION A - BUILDING PERMIT FEES**

Description	Fee
MINIMUM FEES FOR BUILDING PERMITS	
Residential Permit	\$100
Commercial Permit	\$150
NEW CONSTRUCTION - Whichever is the greater amount to the following:	
0 to 25,000 sq. ft. per sq. ft.	\$0.80
Plus for 25,001 and over per sq. ft.	\$0.70
or	
Per each \$100 of construction cost	\$2
NEW CONSTRUCTION, RESIDENTIAL ADDITIONS - Whichever is the greater amount to the following:	
Per sq. ft.	\$0.50
or	
Per each \$100 of construction cost	\$3
ALTERATIONS, IMPROVEMENTS AND REPAIRS TO BUILDINGS - Whichever is the greater amount to the following:	
Per sq. ft.	\$0.75
or	
Per each \$100 of construction cost	\$3

GENERAL REPAIRS AND OTHER WORK NOT SPECIFIED

ABOVE - Whichever is the greater amount to the following:

Per sq. ft. \$0.20

or

Per each \$100 of construction cost \$2

INSTALLATION, ALTERATION OR REPAIR OF EXTERIOR WINDOW,

Each \$9

**INSTALLATION, ALTERATION OR REPAIR OF CURTAIN
WALLS OR STORE FRONTS**

Per sq. ft. \$0.25

WOOD DECK, WALKWAY, SCREEN ENCLOSURE, POOL DECK,

Per sq. ft. \$0.20

FENCES, WALLS, A/C SCREENS AND RAILINGS

Per linear foot \$0.50

ROOFING

Per sq. ft. \$0.14

SWIMMING POOLS

Each \$300

PARKING LOTS AND DRIVEWAYS

Per sq. ft. \$0.15

PARKING LOT SEAL COATING AND STRIPING

0 to 1,000 per sq. ft.	\$0.15
Each additional 1,000 sq. ft. or fraction	\$10

DEMOLITION

0 to 1,000 sq. ft.	\$0.50
Each additional 1,000 sq. ft. or fraction	\$15

PAINTING, SANDBLASTING OR STEAM CLEANING

Commercial only, each	\$100
-----------------------	-------

SIGNS

Each	\$75
------	------

MOVE BUILDING OR STRUCTURE

Per sq. ft.	\$0.20
-------------	--------

TEMPORARY BUILDING

Per sq. ft.	\$0.30
-------------	--------

TEMPORARY PLATFORMS

Each	\$150
------	-------

ORNAMENTAL IRON

Per sq. ft.	\$0.10
-------------	--------

PILE DRIVING

First pile, each	\$65
Additional pile, each	\$20

ANY OTHER WORK NOT COVERED

Per each \$100 of construction cost \$3

**A/C SCREENS, MASONRY FENCES, RETAINING WALL &
RAILING**

Per linear foot \$0.30

LANDSCAPING, TREES

Each

Residential \$0

Commercial \$20

New Construction \$20

LANDSCAPING, HEDGES

For each 100 L. F.

Residential, each 100 L. F. \$0

Commercial, each 100 L. F. \$25

New Construction, each 100 L. F. \$25

LANDSCAPING, GROUND COVER

0 to 250 sq. ft.

Each additional 250 sq. ft. or fraction

Residential, 0 to 250 sq. ft. \$0

Residential, each additional 250 sq. ft. or fraction \$0

Commercial, 0 to 250 sq. ft. \$200

Commercial, each additional 250 sq. ft. or fraction \$50

New Construction, 0 to 250 sq. ft. \$200

New Construction, each additional 250 sq. ft. or fraction \$50

FOOTING FOR POLES

Each \$7.50

REINSPECTION FEE

Each \$50

**BUILDING PERMIT FEES SCHEDULE
SECTION B - PLUMBING PERMIT FEES**

Description	Fee
MINIMUM FEES FOR BUILDING PERMITS	
Residential Permit	\$100
Commercial Permit	\$150
SANITARY SEWERS	
Each connection	\$100
WATER SERVICE	
Main service Each	\$75
Each first sub-meter	\$40
Each additional sub-meter	\$8.50
SANITARY SEWER COLLECTION SYSTEM INSIDE PRIVATE PROPERTY	
Each 50 ft. or fraction	\$50
Each manhole	\$50
Each sewer capping	\$50
Each sump pump	\$100
Repairs	\$100
STORM SEWER	
Each roof drain inlet	\$15
Each catch basin or area drain	\$50
Each soakage pit, trench or French drain	\$25
First 0 to 50 L. F. or fraction	\$20
Each additional linear 50ft or fraction	\$25
Storm Sewer capping	\$30
A/C CONDENSATE DRAIN	
Per unit, each	\$30
WATER PIPING	
First 0 to 50 linear feet	\$100
Each additional linear foot	\$1

**PLUMBING FIXTURES & ANY OTHER DEVICES INCL. SUPPLY AND/OR
WASTE CONNECTION**

Set	\$10
Rough	\$10

LAWN SPRINKLER SYSTEMS

Sub-meters, each	\$65
Sprinkler heads, each	\$1.25
Water supply to sprinkler, each	\$65
Zone valve, each	\$75

FIRE PROTECTION

Jockey pump, each	\$75
Water supply to fire sprinkler system	\$50
Fire pump or domestic pump, new or replacement	\$100
Each standpipe, Siamese or roof manifold	\$50
Each hose rack or fire department outlet	\$25
Each sprinkler head	\$1.25
Fire hydrant	\$40
Backflow preventer fire line	\$60
Fire protection flow test	\$40
Sump pump, re-circulate, domestic and vacuum pumps	\$65

INTERCEPTORS AND SEPARATORS

Septic tanks, settling tanks 0 to 150 gallons	\$75
Each additional 150 gallons or fraction over 750 gallons	\$75

DRAINFIELD RELAY

First 0 to 100 sq. ft	\$75
Each additional 100 sq. ft.	\$20

SOAKAGE PIT

Each	\$50
------	------

SWIMMING POOL

Piping	\$100
Commercial pools and spas	\$135
Repairs	\$65

POOL / SPA HEATER

Pool heater, each	\$65
Spa heater, each	\$60

WELLS

Each	\$75
------	------

TEMPORARY TOILETS

Each	\$40
------	------

LIFT STATIONS

Each	\$300
------	-------

NATURAL GAS OR LIQUIFIED PETROLEUM

Each outlet, appliance or meter per \$1,000 of constr. cost	\$15
Liquified Petroleum gas tank, each	\$100

TEMPORARY WATER CLOSET

Each	N/A
------	-----

WATER TREATMENT

For first \$1,000 of construction value	\$75
Each additional \$1,000 of construction value	\$25

MEDICAL GAS INCLUDING VACCUM OUTLET

Piping fee for first \$1,000 of construction value	\$25
Each outlet	\$10

**BUILDING PERMIT FEES SCHEDULE
SECTION C - MECHANICAL PERMIT FEES**

Description	Fee
MINIMUM FEE FOR MECHANICAL PERMIT	
Residential Permit	\$100
Commercial Permit	\$150
 AIR CONDITIONING AND REFRIGERATION, (1 ton = 1 HP = 12,000 BTU)	
Each unit 0 to 5 ton	\$75
Each additional ton or fraction	\$18
 A/C CONDENSATE DRAINS	
Each	\$25
A/C wall unit	\$25
A/C ductwork for first \$1,000 construction value	\$35
A/C ductwork each additional \$1,000 construction value	\$15
 STRIP HEATERS	
Each of first five units	\$25
Each unit after first five	\$15
 PAINT SPRAY BOOTHS	
Each up to 100 sq. ft	\$200
Each additional 100 sq. ft	\$75
 INTERNAL COMBUSTION ENGINES	
Each	\$75
 PRESSURE PIPING	
First \$1,000 of construction value	\$100
Each additional \$1,000 of construction value	\$25
 COOLING TOWER	
Each	\$200

MECHANICAL VENTILATION SYSTEMS

First \$1,000 of construction value	\$40
Each additional \$1,000 of construction value	\$20

FIRE PLACES AND BARBECUES

Each	\$35
------	------

INSULATION, A/C DUCTS, PNEUMATIC TUBES, AND CONVEYOR SYSTEMS

Each \$1,000 or fraction of construction value	\$35
--	------

BOILERS AND PRESSURE VESSELS

Each up to 100,000 BTU	\$100
Each additional 100,000 BTU	\$15
Annual re-inspections	\$75

GENERATORS

Up to 50 kva	\$100
Each additional 5 kva	\$20

EXHAUST FANS

Each	\$50
------	------

DRYER VENT

Each	\$20
------	------

KITCHEN HOODS

Commercial, each	\$150
Residential, each	\$25

TRASH CHUTE

Each	\$50
------	------

WALK IN COOLER

Each \$35

PORTABLE CHILLER

Each \$35

SMOKE CONTROL SYSTEMS

Each smoke test \$250

STORAGE TANKS FOR FLAMMABLE LIQUIDS

Each \$150

Piping for flammable liquids \$40

RE-INSPECTIONS

Each \$50

**BUILDING PERMIT FEES SCHEDULE
SECTION D - ELECTRICAL PERMIT FEES**

Description	Fee
MINIMUM FEE FOR ELECTRICAL PERMIT	
Residential Permit	\$100
Commercial Permit	\$150
ROUGH WIRING OUTLETS	
One to 10 outlets	\$50
Each additional outlet	\$2
SERVICES AND FEEDERS	
Each 100 amps or fraction	\$20
Services and feeders, 101 to 200 amps	\$25
Services and feeders, 201 to 400 amps	\$30
Services and feeders, 401 to 600 amps	\$35
Services and feeders, 601 to 800 amps	\$40
Services and feeders, for each 100 over 800 amps	\$15
Temporary construction	\$60
Service repair or meter change	\$75
Temporary for testing	\$75
Service temporary	\$65
Renewal	\$10
SWITCHBOARDS	
Each 100 amps or fraction	\$50
DUCTBANK	
Each linear foot	\$5
EQUIPMENT MACHINE OR SPECIAL PURPOSE OUTLETS OR PERMANENT CONNECTIONS	
Residential, each	\$25
Commercial, each	\$30

CENTRAL AIR CONDITIONING

Each ton	\$10
Chiller per ton	\$10

CLEAR VIOLATIONS FOR NEW TENANTS

Each	\$50
------	------

MOTORS

0 to 5 HP, each	\$30
6 HP and over, per HP	\$3.50

FIRE PUMP

Each	\$60
------	------

GENERATORS, TRANSFORMERS, HEATING EQUIP. STRIP HEATERS, RECTIFIERS & UPS SYSTEMS

0 to 10 KW	\$10
11 KW and over, per KW	\$2

SIGNS

Each, up to three at same location	\$75
------------------------------------	------

LIGHT FIXTURES

Parking lot, per light	\$20
Light poles, each	\$20
Light fixtures 1-10 sockets	\$15
Light fixtures 1-10 fluorescent	\$10
Light fixtures, each over 10	\$2.50
Light fixtures parking lots, each	\$20
Light fixtures, all other, each	\$2.50

PLUGMOLD

First 10 linear feet	\$30
Each additional 5 l.f. after first 10 l.f.	\$5

SATELLITE ANTENNAE

Each	\$60
------	------

BURGLAR ALARM

Installation, wiring and devices per system	\$60
Repair per system	\$65

FIRE DETECTION SYSTEMS

Each	\$150
------	-------

TELEVISION AND TELEPHONE SYSTEMS

Master control	\$50
Each device	\$2

SWIMMING POOLS AND SPAS

Residential, each	\$100
Commercial, each	\$85

REINSPECTION FEE

Each	\$50
------	------

BUILDING PERMIT FEES SCHEDULE
SECTION E - CERTIFICATE OF USE, COMPLETION OR
OCCUPANCY

Description	Fee
Certificate of Occupancy, Residential	\$150
Certificate of Occupancy, Commercial per story	\$250
Certificate of Use	\$200
Certificate of completion, per story	\$200
Temporary Certificate of Occupancy or Completion, per story for first 30 days	\$250
Temporary Certificate of Occupancy for each thirty (30) day extension	\$250

BUILDING PERMIT FEES SCHEDULE

SECTION F - OTHER FEES

Description	Fee
MINIMUM FEE FOR ITEMS IN SECTION F	
Residential Permit	\$100
Commercial Permit	\$150
UP FRONT PLANS REVIEW FEE	
An initial fee of twenty five percent (25%) of the anticipated total permit fee is due at the time any permit application is made and construction documents are submitted for review and approval. Non-refundable, credited towards permit fee.	
OTHER FEES	
Permit card replacement	\$15
Forty (40) year certification fee	\$250
Information provided on other building matters	\$100
Fee for working on Sundays and Holidays	\$500
RESEARCH BUILDING DEPARTMENT RECORDS	
per hour	\$75
RE-INSPECTION FEE	
Each	\$50
CHANGE OF CONTRACTOR	
Base fee (percentage of original permit fee)	30%
Minimum	\$65
Maximum	\$500
THRESHOLD BUILDING INSPECTION	
Per hour, minimum 3 hours per single request	\$125
SPECIAL REQUEST FOR AFTER HOURS INSPECTIONS	
Per hour, minimum 3 hours per single request	\$125

ADDITIONAL COSTS

In addition to the basic application fees listed, applicants shall pay for all reasonable costs incurred by the City in processing said applications. These costs shall include but not limited to advertising, staff time and costs for qualified experts, such as architects, planners, attorneys and others deemed necessary for the review and evaluation of an application. These fees shall be in addition to any other fees required by the City.

REVISIONS TO APPROVED DRAWINGS

Per sheet	\$40
-----------	------

PLAN REVIEW

Review after second rejection	\$50
-------------------------------	------

Each additional review	\$75
------------------------	------

LOST PLANS FEE

Base fee (percentage of original building permit fee)	30%
---	-----

Maximum	\$500
---------	-------

SHOP DRAWING REVIEW

Each	\$100
------	-------

WORKING WITHOUT A PERMIT

First time offense, \$100 plus double of permit fees Minimum	\$165
---	-------

Second time offense, \$200 plus double of permit fees Minimum	\$200
--	-------

Third time offense, \$500 plus twice the double permit fee Minimum	\$1,000
---	---------

BUILDING PERMIT FEES SCHEDULE - 2010
SECTION G - REFUNDS, TIME LIMITATIONS AND CANCELLATIONS

Fees charged for a permit shall be approved by the Building Department subject to the following:

No refunds will be made on requests involving

- a) Permit fees of \$200 or less
- b) Permits revoked by the Building Department
- c) Permits cancelled by court order
- d) Permits which have expired
- e) Permits under which work has commenced
- f) The original permit holder when there is a change of contractor

A full refund will be granted to a permit holder who takes out a permit covering work outside City limits when:

- a) A written request is submitted to the city prior to the permit expiration date, and
- b) A validated copy of the permit is submitted with such request

CITY CLERK - FEE SCHEDULE

Description	Fee
LOBBYIST	
Per registration	\$500

POLICE DEPARTMENT - FEE SCHEDULE

Description	Fee
POLICE PERSONNEL (hourly rate)	
Officer, 3 hour minimum	\$40
Officer - holiday	\$80
Supervisor, 3 or more officers assigned	\$50
Supervisor - holiday	\$100
POLICE EQUIPMENT	
Vehicle Fee / hour (if required), special event purpose	\$15
Radio Fee, per officer per day	\$3
TOWING SIGNS, per premises	
up to 5 signs, per sign	\$75
each additional sign	\$75
TOWING MEDALLION, per year	
up to 10 medallions, per medallion	\$50
more than 10 medallions, flat fee	\$500

PARKS & RECREATION FEES SCHEDULE

SPORTS

Description	Fee
BASKETBALL	
Resident	\$35
Non-Resident	\$65
FOOTBALL	
Resident 1st Child	\$72.30
Resident 2nd Child	\$62.30
Resident 3rd Child	\$52.30
Resident 4th Child	\$42.30
Non-Resident 1st Child	\$80
Non-Resident 2nd Child	\$70
Non-Resident 3rd Child	\$60
Non-Resident 4th Child	\$50
SOCCER	
Resident	\$60
Non-Resident	\$90
TRAVELING SOCCER	
Resident	N/A
Non-Resident	N/A
TENNIS	
Resident	N/A
Non-Resident	N/A
CHEERLEADING	
Resident 1st Child	\$72.30
Resident 2nd Child	\$62.30
Resident 3rd Child	\$52.30
Resident 4th Child	\$42.30
Non-Resident 1st Child	\$80
Non-Resident 2nd Child	\$70
Non-Resident 3rd Child	\$60

Non-Resident 4th Child	\$50
------------------------	------

TRAVEL BASKETBALL

Resident	\$35
----------	------

Non-Resident	\$70
--------------	------

TRACK

Resident	\$30
----------	------

Non-Resident	\$60
--------------	------

MARTIAL ARTS

Resident	N/A
----------	-----

Non-Resident	N/A
--------------	-----

PARKS & RECREATION FEES SCHEDULE

RENTALS

Description	Fee
GYMNASIUM RENTAL (2hr min)	
Resident, per hour	\$100
Non Resident, per hour	\$200
Not-for-Profit, per hour	\$150
GYMNASIUM RENTAL 1/2 court	
Resident, per hour	\$50
Non Resident, per hour	\$100
Not-for-Profit, per hour	\$75
MULTI PURPOSE ROOM (3 hr min)	
Resident, per hour	\$60
Non Resident, per hour	\$120
Not-for-Profit, per hour	\$75
SOUTH MIAMI PARK Field Rentals	
Resident, per hour	\$36
Non Resident, per hour	\$50
Not-for-Profit, per hour	\$30
MURRAY PARK Small Fields (Softball Area)	
Resident, per day	\$120
Non Resident, per day	\$230
Not-for-Profit, per day	\$100
MURRAY PARK (Big Field)	
Resident, per day	\$200
Non Resident, per day	\$350
Not-for-Profit, per day	\$150
DANTE FACELL Pavilion	
Resident, per day	\$120
Non Resident, per day	\$230
Not-for-Profit, per day	\$100

FUCHS PARK Pavilion

Resident, per day	\$120
Non Resident, per day	\$230
Not-for-Profit, per day	\$100

PAVILION

Resident, per day	\$120
Non Resident, per day	\$230
Not-for-Profit, per day	\$100

PALMER PARK Base-/Softball Field w/o light

Resident, per hour	\$30
Non Resident, per hour	\$36
Not-for-Profit, per hour	\$25

PALMER PARK Base-/Softball Field with light

Resident, per hour	\$36
Non Resident, per hour	\$50
Not-for-Profit, per hour	\$30

PALMER PARK Soccer/Flag Football Field w/o light

Resident, per hour	\$30
Non Resident, per hour	\$36
Not-for-Profit, per hour	\$25

PALMER PARK Soccer/Flag Football Field with light

Resident, per hour	\$36
Non Resident, per hour	\$50
Not-for-Profit, per hour	\$30

SECURITY DEPOSIT for all rental

Residential, per rental	\$110
Non Residential, per rental	\$200
Not-for-Profit, per rental	\$100

**PARKS & RECREATION FEES SCHEDULE
AFTER SCHOOL PROGRAMM & CAMPS**

Description	Fee
AFTER SCHOOL PROGRAM Monthly (First child) Resident	\$25
AFTER SCHOOL PROGRAM Monthly (Second child) Resident	\$25
AFTER SCHOOL PROGRAM Monthly (Third child) Resident	\$15
AFTER SCHOOL PROGRAM Weekly (First child) Non Resident	\$40
AFTER SCHOOL PROGRAM Weekly (Second child) Non Resident	\$40
AFTER SCHOOL PROGRAM Weekly (More than two children, per Child) Non Resident	\$30
SPRING CAMP Resident, per week per child	\$30
Non-Resident, per week per child	\$75
SUMMER CAMP Resident, per week per child	\$30
Non Resident, per week per child	\$75
WINTER CAMP Resident, for 2 week period per child	\$60

Non Resident, for 2 week period per child	\$150
---	-------

DAY CAMP

Resident, per day per child	\$10
-----------------------------	------

Non Resident, per day per child	\$30
---------------------------------	------

**PARKS & RECREATION FEES SCHEDULE
FITNESS CENTER**

Description	Fee
MEMBERSHIP - Monthly	
Resident	\$30
Non-Resident	\$45
MEMBERSHIP - Quarterly	
Resident	\$75
Non-Resident	\$105
MEMBERSHIP - Semi annual	
Resident	\$140
Non-Resident	\$200
MEMBERSHIP - Yearly	
Resident	
Non-Resident	
Teen (age 14-17) Resident	\$50
Teen (age 14-17) Non-Resident	\$175
Adult (age 18-59) Resident	\$200
Adult (age 18-59) Non-Resident	\$350
Senior (age 60+) Resident	\$100
Senior (age 60+) Non-Resident	\$125
Family (same household) Resident	\$350
Family (same household) Non-Resident	\$550
Veterans & US Military Resident	\$50
Veterans & US Military Non-Resident	\$50
SM Business Owner	\$225
SM Business Employee	\$250
City of SM Employee & Family Members	\$100

SPECIAL EVENT FEES SCHEDULE

Description	Fee
SPECIAL EVENTS APPLICATION	
Admin. processing fee	\$100
Non-Refundable Application Fee	\$60
Deposit (refundable)	\$500
Expedite fee (3 business days)	\$60
TEMPORARY SIGNS & BANNERS	
Temporary signage, per sign (maximum 30-days)	\$75
Banner over public street (maximum 14-days)	\$300
Banner per pole (minimum \$300) (per 30-days)	\$30
FULL ROAD AND SIDEWALK CLOSURE	
No single lane roadway closure permitted. Special event 8 hr. period max., incl. set up time. Excludes city events and events funded by the city.	
0-50 linear feet	\$1,500
51-300 linear feet	\$2,500
Every additional 50 linear feet or fraction	\$1,000
Maximum permit fee	\$10,000
TEMPORARY SIDEWALK CLOSURE	
Permit requires French Barricades along curb or EOP. For special event 8hr. max., incl. set up time. Excludes city events and events funded by the city.	
Each 25 square feet or fraction	\$75
Meter Rental Fee Daily	\$25

POLICE PERSONNEL (hourly rate)

Officer, 3 hour minimum	\$40
Officer - holiday	\$80
Supervisor, 3 or more officers assigned	\$50
Supervisor - holiday	\$100

POLICE EQUIPMENT

Vehicle Fee / hour (if required), special event purpose	\$15
Radio Fee, per officer per day	\$3

PUBLIC WORKS HOURLY RATE

Non-supervisor	\$40
Supervisor	\$45



Village of Biscayne Park Commission Agenda Report

Village Commission Meeting Date: October 7, 2014

Subject: Review of Village Attorney Legal Services

Prepared By: Vice Mayor Roxanna Ross

Sponsored By: Commission

Background

I regret if my initial approach on this subject caused any discomfort, but this is an important issue; and, according to Florida Statutes, Village Charter, and in the interest of transparency, Commission members may only discuss these matters at a public meeting held in accordance with Florida Sunshine Law.

Heeding the comments expressed, and following the Mayor's suggestion from the last Commission Meeting, I attached for our consideration a form evaluation promulgated by ICMA, and attorney evaluations used by the Florida cities of Lakeland, Orange and Winter Haven.

Legal expenses are a substantial cost relative to the Village Budget. Only the Village Commission has the responsibility and authority to review the Village Attorney; that review cannot take place in a vacuum. The services and expenditure are worthy of a 360 review, involving each Village stakeholder interacting with Village Attorney.

October 7, 2014

Commission Agenda Report

Review of Village Attorney Legal Services

In the last decade, the Village has implemented a new form of government by referendum, instituting a Village Manager-Commission format, and 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 participation in local municipal ballot 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.

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 gained, and will likely continue to gain benefit from the periodic review and assessment of service and material providers.

The Manager and Attorney ("Charter Officers") are the two positions that are only reviewable by the Village Commission. It is the fiscal responsibility and obligation of the Village Commission to undertake a periodic review of Charter Officers. The Village Charter does not specify a review process for Charter Officers.

October 7, 2014

Commission Agenda Report

Review of Village Attorney Legal Services

Last month we approved a process to review the Village Manager. I propose that we implement a process for review of the Village Attorney using a blend of the attached evaluation forms, including Village stakeholders as outlined below, and patterned after the Manager's review process. Implementing a review process not only satisfies our fiscal responsibility to the Village, but also increases accountability and transparency.

Fiscal / Budget Impact

Village Attorney currently serves on an hourly basis. The budgetary impact of those services is based on Village needs.

Recommendation

With the assistance of the Village Manager and appropriate staff, and using the attached evaluation forms as a guide, establish an appropriate form to evaluate Village Attorney services to be completed by the Mayor, Commissioners, Manager and statutory board members in a 360 evaluation and review. A compilation of the responses may be presented to Commission similar to the process in place for the Village Manager review.

Attachments

- ICMA City Attorney Performance Evaluation
- Winter Haven Attorney Performance Evaluation
- Lakeland City Attorney Evaluation
- Orange City Evaluation Form - City Attorney

**CITY ATTORNEY PERFORMANCE REVIEW
RATING SHEET**

Rate each item from 1 (low) to 5 (high) based on your opinion of the City Attorney's performance. Mark N/A if you do not have enough information to rate.

I. LEGAL CONSULTATION

- _____ A. Has legal advice provided by the City Attorney proven to be accurate and technically correct?
- _____ B. Does the City Attorney provide his best and honest recommendations given all existing legal issues and ramifications?
- _____ C. Does the City Attorney possess and provide an efficient and effective knowledge of the City's Municipal Code and regulations?
- _____ D. Does the City Attorney possess and provide an efficient and effective knowledge of other government regulations and case law regarding municipal government and issues facing the City?
- _____ E. Does advice provided by the City Attorney regularly take into account and balance the overall goals and objectives of the City?
- _____ F. Does the City Attorney regularly provide the scope of legal expertise necessary to meet the City's needs on issues that arise, either from himself, within his firm or other available resources?
- _____ G. Does the City Attorney proactively identify potential issues when he is aware of them to avoid problems from occurring?
- _____ H. Are alternatives and innovative solutions provided rather than just raising problems?
- _____ I. Is the City Attorney able to maintain the City Council's and staff's confidence while informing them of the different legal risks that proposed actions might generate?

II. LEGAL REPRESENTATION

- _____ A. Does the City Attorney aggressively represent the interests of the City as directed by the City Council?

- _____ B. Is the City Attorney's approach effective in achieving the best possible legal outcomes for the City's interests given the issues that arise?
- _____ C. Does the City Attorney represent the City in a professional and ethical manner?
- _____ D. Is the City Attorney impartial and objective in his duties and responsibilities?
- _____ E. Are the City Attorney's estimates of legal impacts reasonably accurate on a regular basis?

III. STAFF WORK

- _____ A. Does the City Attorney prepare ordinances, resolutions, contracts and other legal work accurately and consistent with the direction and objectives communicated by the City Council, City Manager and/or department directors?
- _____ B. Does the City Attorney maintain good working relationships and serve as an effective member of the management team?
- _____ C. Does the City Attorney accurately identify and address all legal issues within documents and items that he reviews?
- _____ D. Are staff and the City Council advised of key changes in municipal law as it pertains to the City's activities?
- _____ E. Does the City Attorney display a positive attitude in carrying out his responsibilities and responding to requests?
- _____ F. Has the City Attorney been successful in accomplishing objectives previously established?

IV. COST/FISCAL ACCOUNTABILITY AND CONTROL

- _____ A. Are regular legal activities achieved within budgetary goals and limits?
- _____ B. Has the City Attorney been effective in minimizing legal costs by limiting tasks to those regarding legal issues and utilizing City in-house staff when possible to perform administrative and other functions?
- _____ C. Are standard forms developed and used where possible to minimize preparation of legal documentation?
- _____ D. Are legal tasks performed with appropriate authorization according to established procedures and contract requirements?

- _____ E. Do invoices accurately identify tasks and expenses in sufficient detail to provide accountability and cost control?
- _____ F. Does the City Attorney display the ability and knowledge to research issues in a minimum amount of time?
- _____ G. Have legal costs been effectively managed and controlled given the issues, assignments and requests made to the City Attorney?

V. RESPONSIVENESS/TIMELINESS OF ACTIONS

- _____ A. Are requested legal work and assignments completed in a timely manner within established time frames?
- _____ B. Is the City Attorney accessible when needed to respond to requests for legal information and assistance?
- _____ C. Are legal review and requests for information completed in time to avoid delays to City projects, programs and other tasks?
- _____ D. Does the City Attorney follow-up effectively to requests that are made?
- _____ E. Does the City Attorney accurately interpret and clarify City Council and City Manager direction?

VI. COMMUNICATIONS

- _____ A. Does the City Attorney communicate effectively with the City Council, staff and the community?
- _____ B. Are answers provided in a timely and in an understandable manner?
- _____ C. Are timelines for follow-up to requests clearly communicated?
- _____ D. Does the City Attorney maintain confidentiality with regard to all matters discussed with the Mayor, City Council Members and/or City Manager and staff?
- _____ E. Does the City Attorney effectively report to the City Council and/or City Manager communications by project attorneys of a substantive nature regarding significant or sensitive matters?

MEMORANDUM

August 1, 2012

TO: Honorable Mayor and City Commission
FROM: Terry Leary, City Manager
RE: Discussion – City Attorney Evaluation

At the request of the Mayor, this item was placed on the agenda for discussion. Attached is a sample city attorney evaluation from the City of Winter Haven which seems to be more reader-friendly than previous versions.

**City of Winter Haven
City Attorney Performance Evaluation
For the Period of July 2010 through June 2011**

Objectives:

- To evaluate the performance of widely varied duties and responsibilities;
- To evaluate certain skills and traits that shape successful performance;
- To assess the performance and quality of legal services provided;
- To identify and address specific strengths, areas needing improvement, and performance objectives for the next evaluation period and
- To provide an effective tool for continued improvement of performance and service.

Instructions:

Individually assess performance criterion by placing an "x" on the evaluation scale which ranges from Marginal (1) to Exceptional (4). The performance standard for each main division of the evaluation scale is described as follows:

1. Marginal - Performance is below recognized standards. Problems may exist in the quality, quantity, or timeliness of work produced and more than normal attention to improvement is required. Serves as a warning that work efforts could easily become unsatisfactory if not corrected.
2. Average - Performance that requires only normal correction. Quality, quantity and timeliness of work are generally good as compared to the performance of peers.
3. Above Average - Minimum direction needed; work performed and results are of good quality, quantity, and timeliness. With few exceptions, work is characterized by unusual accomplishments beyond defined expectations.
4. Exceptional - Work is expert and exemplary; constantly delivers above and beyond job requirements and defined expectations; anticipates challenges and discovers unique ways to improve performance; sets standards for best practices.

The performance assessment may involve comparison to past performance, the performance of other similar municipalities, or another standard as determined by the evaluator, but should focus on performance during the specified evaluation period. The noting of strong points and/or concerns in the comments section is encouraged. Forward completed evaluation forms to Human Resources.

Results:

Human Resources staff will tabulate and summarize the results into a final report that will later be presented to the City Commission and the City Manager.

City of Winter Haven
City Attorney Performance Evaluation
For the Period of July 2010 through June 2011

Rate the performance in each of the following sections by placing an "x" below the number which you feel best describes the City Attorney's performance in that area.

1 = Marginal; 2 = Average; 3 = Above Average; 4 = Exceptional

Section I, Area Evaluation	1	2	3	4
1. Communications – Written communications are clear and grammatically correct; complex ideas are presented in clear and understandable terms; written reports are good with few or no changes required; speaks clearly; is easily understood; generally good use of language; adequately defines legal jargon; listens well.				
2. Relationship with the City Commission – Openly communicates with City Commissioners; promptly and properly responds to requests; keeps City Commissioners informed of current issues and the status of litigation involving the City; remains accessible; provides support in carrying out commission decisions.				
3. Professionalism – Represents the City in a professional manner; demonstrates a high degree of integrity; displays ability to handle crises; accepts constructive criticism; demonstrates courtesy, tact and skill in dealing with sensitive matters and others; maintains an overall personable and warm attitude.				
4. Technical Competency – Understands and applies legal principles; keeps informed about changes in legal applications; performs work in a technically knowledgeable manner; demonstrates knowledge of Federal and State laws, regulations, and ordinances pertaining to municipal operations; researches and knowledgeably responds to requests for legal opinion. Thoroughly and clearly explains legal opinions. Impartially interprets Florida Statutes and City codes.				
5. Problem Solving and Decision Making – Analyzes situations, identifies alternative solutions, and makes appropriate decisions. Makes timely and well thought out decisions that are in the best interest of the City; accepts responsibility for outcomes; handles difficult situations in a professional and pro-active manner.				
6. Commission Meetings - Attends all meetings, informs City Commission in advance of future non-attendance, and arranges for appropriate staff to attend; adequately prepares for scheduled and special City Commission meetings; reviews agenda items and proposed commission action to ensure compliance with Federal, State and local laws and ordinances; presents reports clearly and timely provides necessary documentation and information related to issues presented during meetings; participates in discussions and makes appropriate recommendations.				
7. Community Relations – Maintains positive relations with community groups and organizations; attends community functions to promote the City; properly handles complaints from citizens and staff; speaks and presents well; represents the City in a positive way; properly avoids politics and partisanship.				
8. Personal Integrity – In a fair and honest manner, gains the trust and confidence of others.				

**City of Winter Haven
City Attorney Performance Evaluation
For the Period of July 2010 through June 2011**

Section I, Area Evaluation (Continued)	1	2	3	4
9. Quality of Results – Commits to and consistently does produce high quality work involving research, procedures, services, and products.				
10. Initiative and Risk Taking – Demonstrates individual drive; accepts responsibility for actions.				
11. Organization – Work is efficiently organized; unnecessary activities are held to a minimum; responsibility for results are clearly placed; manages time well.				
12. Team Work – Works effectively with staff to achieve a common goal.				

Area Evaluation Comments:

Section II, Skills & Traits	1	2	3	4
1. Planning Skills – Plans ahead; sets realistic goals, objectives, and priorities; anticipates future needs; identifies viable options and commits activities to a realistic but challenging schedule; anticipates and analyzes problems and plans effective solutions.				
2. Leadership Skills – Sets an example for others to follow; motivates and inspires others to greater levels of achievement; sets realistic and challenging goals for self and others; commands the respect and support of staff and the public; continues to develop own abilities in order to keep abreast of the field.				
3. Interpersonal Skills – Establishes and maintains effective working relationships with staff and the public; gives and accepts constructive criticism.				
4. Negotiating Skills – Effectively resolves conflicts; negotiates effectively with a variety of interest groups, other governments, and individuals to reach agreements that protect the community interest.				
5. Honesty/Fairness - Is consistently open, straightforward and impartial.				
6. Adaptability – Responds positively and in a timely manner to a changing world and changing local conditions.				
7. Resiliency - Maintains energy and motivation in spite of constant demands; handles stress well.				
8. Humor - Maintains and shares an appropriate sense of humor to lighten the load.				
9. Ethical Standards - Conforms to the high standards of the legal profession.				

**City of Winter Haven
City Attorney Performance Evaluation
For the Period of July 2010 through June 2011**

Section II, Skills & Traits (Continued)	1	2	3	4
10. Job Knowledge - Has a solid knowledge of the legal profession and municipal government operations, codes and ordinances.				
11. Fiscal Efficiency - Generally obtains the best possible result for the resources expended.				

Skills & Traits Comments:

Section IV, Strengths, Weaknesses, Performance Objectives
Strengths: What do you feel are some of the City Attorney's strongest points and finest accomplishments since the previous evaluation?
Weaknesses: What areas of the City Attorney's performance do you feel most need improvement? Do you have any suggestions for improvement in these areas?
New Objectives: List the priorities you would like to see addressed in the next year.

Signature of Evaluator:	Date:
--------------------------------	--------------

Performance Dimension:

Supporting Comments:

Evaluate each performance dimension on a scale of 1 to 5 according to the legend below. Add supporting comments where necessary and/or appropriate.

I. Fiscal Management

- ◆ Thorough & effective preparation/management of budget
- ◆ Timely updates of City Commission regarding financial conditions
- ◆ Direct and effective management of financial issues/opportunities

II. Supervision and Leadership

- ◆ Effectively establishes appropriate courses of action and accomplishes goals set by the City Commission
- ◆ Effective at setting vision and tone for labor relations
- ◆ Plans & organizes responses to public requests and complaints or concerns raised by the City Commission
- ◆ Effective at directing/developing team of staff members, encouraging decision-making, instilling confidence, and emphasizing support

III. Management of the Assets

- ◆ City facilities are well-maintained and attractive
- ◆ Infrastructure properly maintained and expanded or improved in a timely manner
- ◆ Financial assets properly safeguarded and their value maximized

IV. Policy and Planning

- ◆ Effectively assists the Commission in establishing long-range goals
- ◆ Anticipates future needs and positions the org. to meet those needs
- ◆ Provides unbiased advice and alternatives to facilitate decision-making

V. Community Relations

- ◆ Maintains an image of the City, to the community, that represents service and professionalism
- ◆ Maintains a liaison with private, non-governmental agencies, groups, and organizations involved in areas relating to City services/activities
- ◆ Encourages an attitude of helpfulness, courtesy, and sensitivity to public perception among employees

VI. Communications

- ◆ Verbal: conducted in open, responsive and courteous manner
- ◆ Written: understandable, succinct, and audience-appropriate
- ◆ Facilitates flow of information re: Commission policy to the various constituencies (media, public, employees, other orgs.)
- ◆ Timely, forthright, and encourages two-way feedback

VII. Intergovernmental Relations

- ◆ Works to maintain positive relationships with other governmental units (County, State, and Federal agencies)
- ◆ Motivated to learn the who, what, and where of other gov't. units.

VIII. Relationships with City Commission

- ◆ Prompt and proper response to requests
- ◆ Assists in resolving problems at the administrative level to avoid unnecessary Commission action
- ◆ Informs the Commission of administrative developments

IX. Management Style

- ◆ Soundness of judgement (rational, reflects the known facts)
- ◆ Creativeness (finding solutions "outside the box")
- ◆ Openness (encourages participation in decision-making process)
- ◆ Decisiveness (makes timely and conclusive decisions)

Performance Evaluation Criteria

1 = Immediate improvement necessary

2 = Below average performance

3 = Average performance

4 = Performance meets expectations

5 = Performance exceeds expectations

Meeting Date: 9/27/2011



Agenda Item # 8-A

CITY COUNCIL AGENDA ITEM

Contact Name: Debbie Renner **Department Director:** _____
Department/Contact # City Clerk **City Manager:** Jamie Croteau

Type of Item: Public Hearing Resolution
 Ordinance First Reading Discussion & Action
 Ordinance Second Reading Council Approval

Subject: Discuss Form for City Attorney Evaluation

BACKGROUND: As you requested, Mr. Reischmann provided me with the attached form for possible use to conduct an evaluation of the City Attorney. I have modified the form to be more compatible for Orange City.

RECOMMENDATIONS: If the attached form is not to your liking, Mr. Reischmann can provide you with additional for comparison/consideration.

ATTACHMENTS: City Attorney Evaluation form

FINANCIAL IMPACT: N/A

Reviewed by City Attorney _____
Reviewed by Finance Dept. _____
Reviewed by: _____

1st Discussion Date: date.	2nd Discussion Date: date.	Third Discussion Date: date.	Other Dates: date.
---	---	--	------------------------------

**EVALUATION OF LEGAL SERVICES
FOR COUNCIL MEMBERS**

1. **Legal Advice**

- Provides sound legal advice on a regular basis whether in person, by telephone, by email or by correspondence
- Identifies potential legal risks or liabilities.

above expectation _____ *meets expectation* _____ *improvement expected* _____ *unsatisfactory* _____

Comments:

2. **Public Meetings**

- Attends regular and special Council meetings, workshops, and other public meetings or hearings as requested
- Is appropriately prepared to provide legal advice with regard to items on City agendas.

above expectation _____ *meets expectation* _____ *improvement expected* _____ *unsatisfactory* _____

Comments:

3. **Legal Review**

- Provides assistance in reviewing, revising, negotiating, and drafting contracts or other documents relevant to the business of the City
- Provides legal review and direction on City Contracts
- Drafts ordinances and resolutions

above expectation _____ *meets expectation* _____ *improvement expected* _____ *unsatisfactory* _____

Comments:

4. **Pending Claims and Litigation**

- Provides legal advice regarding issues which may escalate into claims or litigation against the City
- Identifies and provides legal advice regarding issues which the Council may wish to pursue in litigation
- Timely conveys the status of pending claims and litigation to Council members and City Manager

above expectation _____ *meets expectation* _____ *improvement expected* _____ *unsatisfactory* _____

Comments:

5. **Communication**

- Communicates regularly with Council
- Available to Council
- Provides concise and authoritative legal advice
- Is available and responsive to requests from Council and/or Manager

above expectation _____ *meets expectation* _____ *improvement expected* _____ *unsatisfactory* _____

Comments:

Council Member Name: _____

Date: _____



Village of Biscayne Park Commission Agenda Report

Village Commission Meeting Date: October 7, 2014

Subject: Discussion Item: Invitation to Bid – Public Safety and Administration Annex

Prepared By: Heidi Shafran, AICP, Village Manager

Sponsored By: Staff

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.

A community meeting will be held in early December to discuss the restoration of the log cabin and the future design of the outside plaza connecting both buildings.

The building plans for the Public Safety and Administration Annex are being finalized by The Russell Partnership and are expected to be completed mid-October. Upon completion, the plans will be released with the Invitation to Bid to all prospective bidders.

The attached draft Invitation to Bid package will be released with the final construction documents once they are ready. Staff is seeking authorization from the Village Commission to finalize and release the Invitation to Bid as soon as all documents are available. Upon the issuance of the Invitation of Bid, the Village Commission and applicable Village Staff will be notified that the Miami-Dade County Cone of Silence will be in effect.

The Invitation to Bid includes directions for potential bidders and clearly outlines the Village's requirements. Within the package is the draft Contract and Construction Services Agreement General Conditions. Inclusion of these documents will help expedite the awarding of the bid and execution of the contract by the Village Commission.

The Invitation to Bid is clear on the expectations of the contractor and the time constraints of this project. All bidders are required to provide at least a five percent (5%) bid bond. The bids will be evaluated based on the following criteria:

- (a) Ability of Bidder to meet published specifications.

October 7, 2014

Commission Agenda Report

Discussion Item: Invitation to Bid - Public Safety and Administration Annex

- (b) Bidder's experience and references, including but not limited to, the reputation, integrity, character, efficiency, experience, skill, ability and business judgment of the Bidder, the quality of performance of Bidder under previous contracts, any sub-contractors and other persons providing labor or materials to Bidder. Payment history with sub-contractors under previous contracts.
- (c) Bidder's qualifications and capabilities, including but not limited to, the size, financial history, strength and stability of the business to perform the work of the Contract, the possession of necessary facilities and equipment and the quality, availability and adaptability thereof to the particular use(s) required.
- (d) Whether Bidder can perform the Contract promptly or within the time specified, without delay or interference.
- (e) Previous and existing compliance by Bidder with laws, ordinances and similar projects.
- (f) Price.

A recommendation will be made the Village Manager by a selection committee comprised of individuals that may include Village Staff, industry professionals and resident representation. Upon review and concurrence of the recommendation by the Village Manager, the Manager will make a recommendation to the Village Commission. Alternatively, the Manager may suggest that the two highest rank bidders present to the Village Commission. Upon final selection of a contractor, the Village Commission will award the bid and execute the contract.

Staff will continue to finalize the Invitation to Bid with specific information regarding dates and insurance limits prior to the Invitation to Bid being released.

FISCAL / BUDGET IMPACT

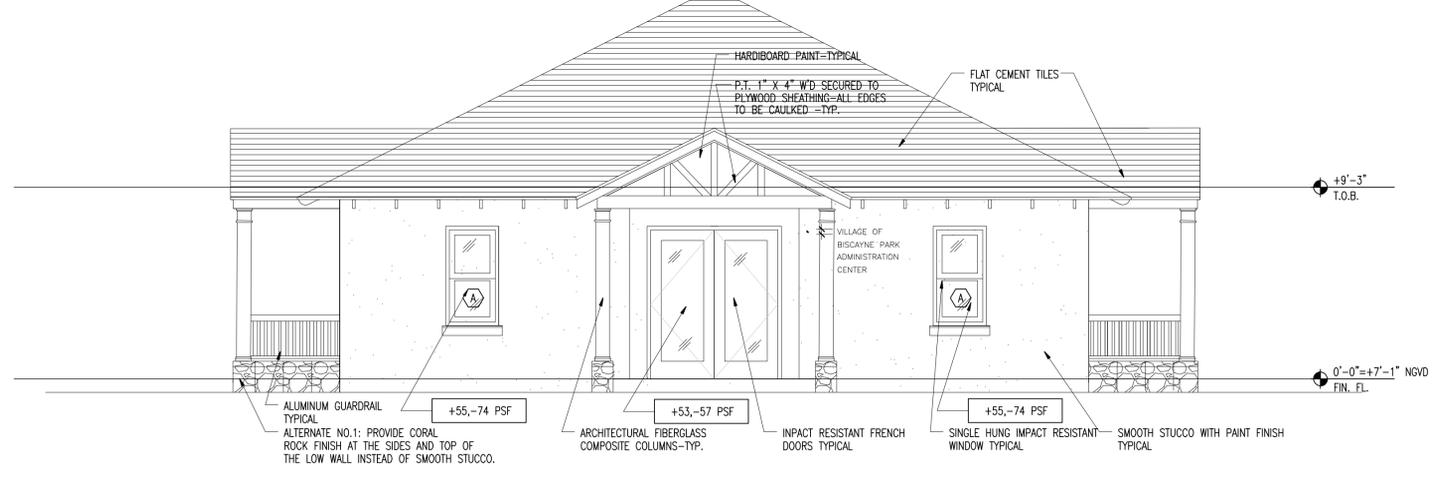
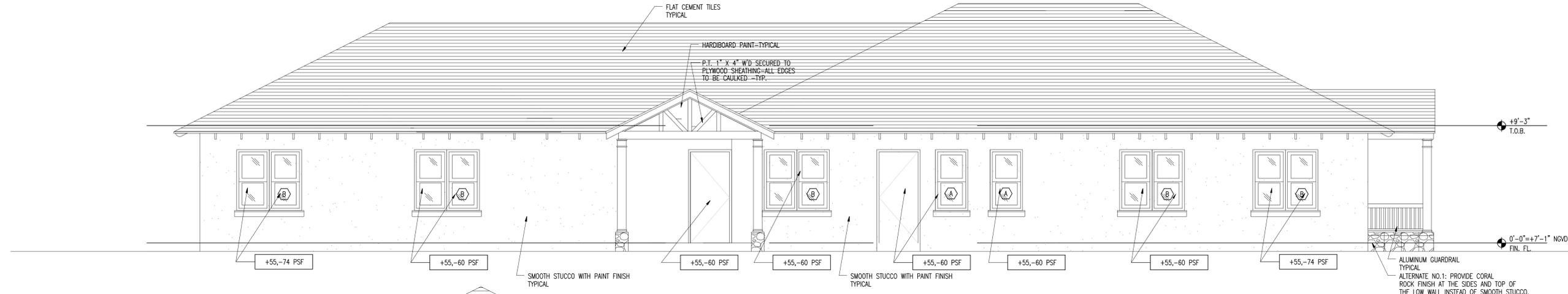
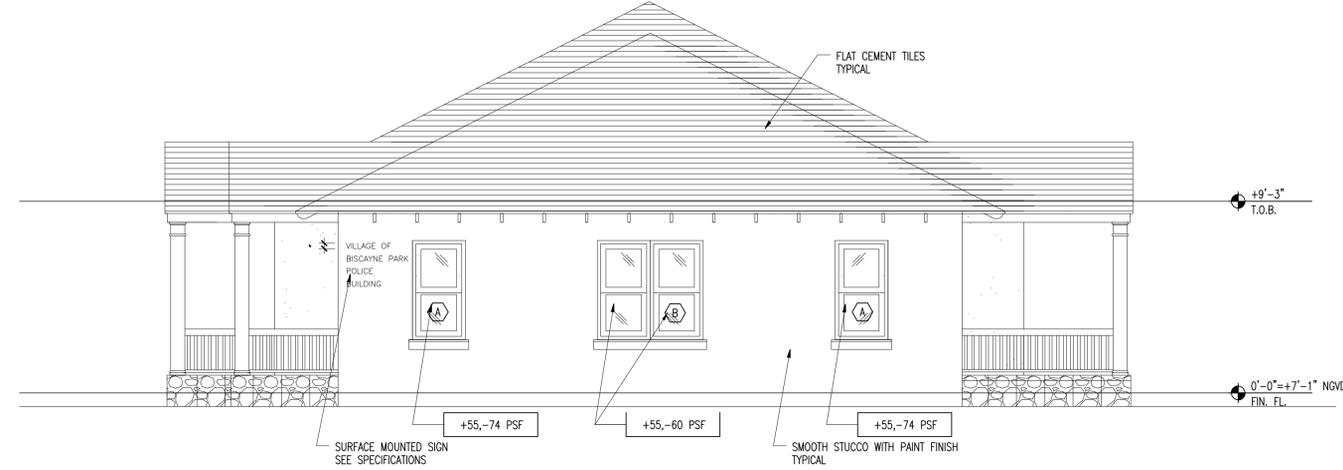
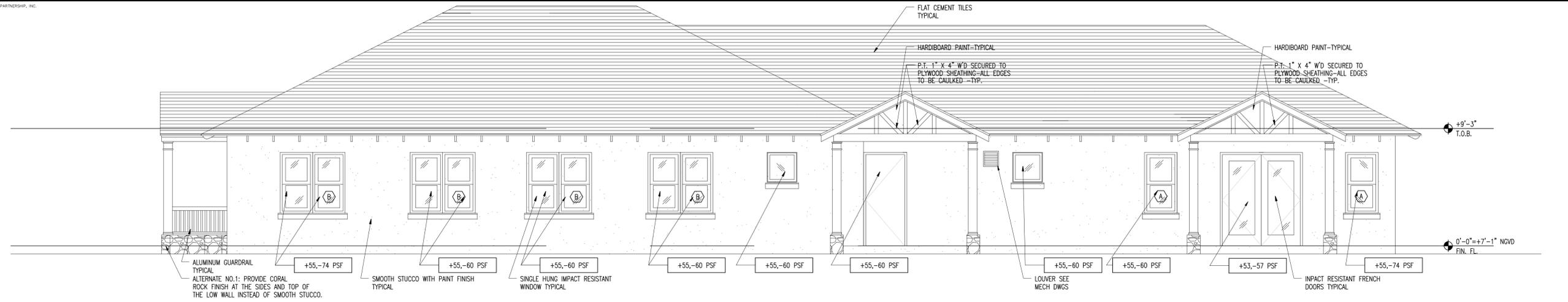
A professional cost estimate of the Public Safety and Administration Annex finds that the most probably cost of project will be approximately \$850,000. A professional cost estimate of the log cabin restoration estimates the restoration to cost approximately \$500,000. These project costs will be supplemented by the \$100,000 State of Florida Department of Historical Resources matching grant and any other future funding the Village may receive. The Village Staff continues to work with the Annex architect on value engineering options. Upon receipt of the bids, staff will present the Commission with options for gap funding for the completion of both projects, if necessary.

STAFF RECOMMENDATION

Staff recommends that the Village Commission authorizes the Invitation to Bid to be released as soon as all documents are finalized and available.

ATTACHMENTS

- Draft Invitation to Bid
- Proposed Floor Plan and Exterior Elevations for Public Safety and Administration Annex



CONSULTANTS:
 Soles, Rodriguez, & Associates, Inc.
 1025 S.W. 15th Ave., Suite 103, Miami, FL 33135
 Ph: (305) 773-4204 Fax: (305) 773-4272
 JMM Consulting Engineers, LLC
 1025 S.W. 15th Ave., Suite 103, Miami, FL 33135
 Ph: (305) 773-4204 Fax: (305) 773-4272
 Corcoran & Associates, LLC
 4420 Main Drive, Coral Gables, FL 33138
 Ph: (305) 971-1988 Fax: (305) 971-1989

VILLAGE HALL ANNEX
 VILLAGE OF BISCAIYNE PARK, FLORIDA

THE RUSSELL PARTNERSHIP INC.
 Architecture • Planning • Interior Design
 ARCHITECTURE CERT. AAC0001227
 P.O. BOX 562377
 MIAMI, FL 33256
 Phone (305) 978-2715

REVISION	DATE	BY

CONTRACTOR SHALL VERIFY ALL DIMENSIONS AT THE SITE BEFORE PROCEEDING WITH ANY WORK.
 NOT TO BE USED FOR CONSTRUCTION UNLESS APPROVED BY ARCHITECT.

CLIENT APPROVAL: _____ DATE: _____
 PREPARED BY: _____ DATE: _____
 APPROVED BY: _____ DATE: _____
 100% CONSTRUCTION DOC'S 10-15-14
 ISSUED: _____ DATE: _____
 0504-02 TRIP PROJECT NUMBER
 FILE NAME: _____

SHEET INDEX
EXTERIOR ELEVATIONS
 SHEET NUMBER
A4.01



The Village of Biscayne Park

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

DATE:

BID NUMBER: **2014-04**

INVITATION TO BID

ALL INTERESTED PARTIES:

The Village of Biscayne Park, Florida, hereinafter referred to as the VILLAGE, will receive sealed Bids at the office of the Village Clerk, Village Hall, 640 NE 114th Street, Biscayne Park, Florida 33161, for:

PUBLIC SAFETY AND ADMINISTRATION ANNEX CONSTRUCTION

Sealed Bids must be received and time stamped at the Village Clerk's Office, either by mail or hand delivery, no later than 2:00 p.m. local time on _____, 20___. A public opening will take place at or before 2:15 p.m. at the Ed Burke Recreation Center, 11400 NE 9th Court, Biscayne Park, FL 33161, on the same date. Any bids received after 2:00 p.m. local time on said date will not be accepted under any circumstances. Any uncertainty regarding the time a bid is received will be resolved against the Bidder.

Bidders may inspect the applicable Bid requirements, drawings, specifications, and other contract documents at the office of the Village Clerk. Job site visits may be arranged by contacting Maria Camara, Village Clerk, at villageclerk@biscayneparkfl.gov.

Bid documents may be obtained from Village Clerk's Office for a non-refundable fee of \$_____ per set payable in cash or check payable to the Village of Biscayne Park.

The VILLAGE reserves the right to reject any or all bids, to re-advertise for bids or take any other such actions that may be deemed to be in the best interests of the VILLAGE.

Maria C. Camara
Village Clerk

VILLAGE OF BISCAYNE PARK, FLORIDA

INVITATION TO BID

SUBMIT BID TO:

VILLAGE OF BISCAYNE PARK
ATTN: VILLAGE CLERK'S OFFICE
640 NE 114TH STREET
BISCAYNE PARK, FL 33161

BIDDER ACKNOWLEDGMENT

- GENERAL CONDITIONS -

THESE INSTRUCTIONS ARE STANDARD FOR ALL BIDS FOR COMMODITIES/SERVICES ISSUED BY THE VILLAGE OF BISCAYNE PARK. THE VILLAGE OF BISCAYNE PARK MAY DELETE, SUPERSEDE OR MODIFY ANY OF THESE STANDARD INSTRUCTIONS FOR A PARTICULAR CONTRACT BY INDICATING SUCH CHANGE IN SPECIAL INSTRUCTIONS TO BIDDERS OR IN THE BID SHEETS. ANY AND ALL SPECIAL CONDITIONS THAT MAY VARY FROM THE GENERAL CONDITIONS SHALL HAVE PRECEDENCE. BIDDER AGREES THAT THE PROVISIONS INCLUDED WITHIN THIS INVITATION FOR BID SHALL PREVAIL OVER ANY CONFLICTING PROVISION WITHIN ANY STANDARD FORM CONTRACT OF THE BIDDER REGARDLESS OF ANY LANGUAGE IN BIDDER'S CONTRACT TO THE CONTRARY.

BIDDER ACKNOWLEDGMENT MUST BE SIGNED AND RETURNED WITH YOUR BID

SEALED BIDS: This form must be executed and submitted with all Bid sheets in a sealed envelope. The face of the envelope shall contain the above address, the date and time of Bid opening and Bid number. Bids not submitted on attached Bid Form may be rejected. All Bids are subjected to the conditions specified herein. Those which do not comply with these conditions are subject to rejection.

sign this Bid for the Bidder. By signature on this form, Bidder acknowledges and accepts without limitation, pages 1 through 5 inclusive of the Invitation to Bid as well as any special instructions if applicable.

INSTRUCTIONS TO BIDDERS:

1. DEFINED TERMS

1.1 Terms used in these Instructions to Bidders are defined and have the meanings assigned to them. The term "Bidder" means one who submits a Bid directly to VILLAGE, as distinct from a sub-bidder who submits a Bid to the Bidder. The term "Successful Bidder" means the most responsible and responsive Bidder to whom VILLAGE (on the basis of VILLAGE'S evaluation as hereinafter provided) makes an award. The term "VILLAGE" refers to the VILLAGE of Biscayne Park, a municipal corporation of the State of Florida. The term "Bid Documents" includes the Invitation to Bid, Instructions to Bidders, Special Conditions, Bid Form, Non-Collusive Affidavit, Certificate(s) of Insurance, if required, Payment and Performance Bonds, if required, Corporate Resolution, Bid Security, if required, and the proposed Contract Documents, if any, including all Addenda issued prior to receipt of Bids.

BID TITLE: _____

BID NO: _____

BIDS WILL BE OPENED 2:00 P.M. (EST), _____ 20____

and may not be withdrawn during the 90 calendar days following such date and time.

Maria C. Camara, VILLAGE CLERK (305) 899 8000

CORRECT LEGAL NAME OF BIDDER: _____

(SIGNATURE OF BIDDER'S AUTHORIZED AGENT) _____

TITLE: _____

TYPED/PRINTED NAME OF AUTHORIZED AGENT: _____

ADDRESS: _____

PHONE NO: (_____) _____
FEDERAL ID NUMBER OR SOCIAL SECURITY NUMBER OF BIDDER: _____

I certify that this Bid acknowledgement is made without prior understanding, agreement or connection with any corporation, firm or person submitting a Bid for the same commodities/ services, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this Bid and certify that I am authorized to

2. COPIES OF BIDDING DOCUMENTS

2.1 Complete sets of Bid Documents must be used in preparing Bids. VILLAGE does not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bid Documents. VILLAGE, in making copies of Bid Documents available does so only for the purpose of obtaining Bids and does not confer a license or grant for any other use.

3. QUALIFICATIONS OF BIDDERS

3.1 No Bid will be accepted from, nor will any contract be awarded to any person who is in arrears to the VILLAGE, upon any debt or contract, or who is a defaulter, as surety or otherwise, upon any obligation to VILLAGE, or who is deemed nonresponsive or unreliable by the VILLAGE.

3.2 As part of the Bid evaluation process, VILLAGE may conduct a background investigation including a record

check by the Biscayne Park Police Department. Bidder's submission of a Bid constitutes acknowledgment of the process and consent to such investigation. VILLAGE shall be the sole judge in determining Bidder's qualifications.

4. EXAMINATION OF BID DOCUMENTS

- 4.1 Before submitting a Bid, each Bidder must (a) examine the Bid Documents thoroughly; (b) consider federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost, progress, performance, or provision of the commodities and/or services; (c) study and carefully correlate Bidder's observations with the Bid Documents, and (d) notify VILLAGE's Office of the Village Clerk of all conflicts, errors and discrepancies in the Bid Documents.
- 4.2 The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 4, that without exception, the Bid is premised upon performing the services and/or furnishing the commodities and materials and such means, methods, techniques, sequences or procedures as may be indicated in or required by the Bid Documents, and that the Bid Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions of performance and furnishing of the goods and/or services.

5. SPECIFICATIONS

- 5.1 The apparent silence of the Specifications as to any detail, or the apparent omission from the Specifications of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of the Specifications shall be made on the basis of this statement.
- 5.2 For the purpose of evaluation, the Bidder must indicate any variance or exceptions to the stated Specifications no matter how slight. Deviations should be explained in detail. Absence of variations and/or corrections will be interpreted to mean that the Bidder meets all the Specifications in every respect.
- 5.3 Any manufacturers' names, trade names, brand names, information and/or catalog numbers used herein are for the purpose of describing and establishing a general standard of quality, performance and characteristics and are not intended to limit or restrict competition. The Bidder may offer any brand which meets or exceeds the Specifications for any item(s). If Bids are based on equivalent products, indicate on the Bid Form the manufacturer's name and catalog number. Bidder shall submit with his Bid complete and descriptive literature and/or specifications. The Bidder should also explain in detail the reason(s) why and submit proof that the proposed equivalent will meet the Specifications and not be considered an exception thereto. The determination of equivalency shall rest solely with the VILLAGE. If Bidder fails to name a substitute, it will be assumed that Bidder is bidding on and will be required to furnish commodities identical to Bid standards.

6. INTERPRETATIONS AND ADDENDA

- 6.1 To ensure fair consideration for all Bidders, VILLAGE prohibits communication to or with any department, officer or employee during the submission process except as provided in Paragraph 6.2 above.

- 6.2 If the Bidder should be in doubt as to the meaning of any of the Bid documents, or is of the opinion that the plans and/or specifications contain errors, contradictions or reflect omissions, Bidder shall submit a written request directed to the Office of the Village Clerk to be forwarded to the appropriate person or department for interpretations or clarification. Interpretations or clarifications deemed necessary by the Office of the Village Clerk in response to such questions will be issued in the form of written addenda, mailed to all parties recorded by VILLAGE'S Office of the Village Clerk as having received the Bid documents. The issuance of a written addendum by the Office of the Village Clerk shall be the only official method whereby such an interpretation or clarification will be made.

7. PRICES BID

- 7.1 Prices shall be shown in both unit amounts and extensions whenever applicable. In the event of discrepancies existing between unit amounts and extension or totals, unit amounts shall govern.
- 7.2 Discrepancies in the multiplication of units of work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.
- 7.3 All applicable discounts shall be included in the Bid price for materials and services and will be considered as determining factors in recommending an award in case of tie Bids. Discounts extended to VILLAGE shall include but not be limited to those discounts normally extended to governmental agencies as well as the private sector.
- 7.4 Chain discounts are not acceptable and will not be considered in determining an award. Bidders may bid only one (1) discount for each item on the Bid Form. Firm discounts and prices are to be quoted for the term of the Contract.
- 7.5 Bidder warrants by virtue of bidding that prices, terms and conditions in the Bid will be firm for acceptance for a period of ninety (90) calendar days from the date of Bid opening unless otherwise stated by the VILLAGE.
- 7.6 The Bid price shall include all permit fees, royalties, license fees and other costs arising from the use of such design, device or materials in any way involved in the work as well as all costs of packaging, transporting and delivery to the designated location within the VILLAGE of Biscayne Park.

8. OCCUPATIONAL HEALTH & SAFETY

- 8.1 In compliance with Chapter 442, Florida Statutes, any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this Bid must be accompanied by a Material Safety Data Sheet (MSDS) which may be obtained from the manufacturer. The MSDS must include the following information:
 - 8.1.1 The chemical name and the common name of the toxic substance.
 - 8.1.2 The hazards or other risks in the use of the toxic substance including:
 - a) The potential for fire, explosion, corrosively and reactivity;
 - b) The known acute and chronic health effects of risk from exposure including the medical conditions which are

generally recognized as being aggravated by exposure to the toxic substance; and

- c) The primary routes of entry and symptoms of over exposure.
- 8.1.3 The proper precautions, handling practices, necessary personal protection equipment and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of exposure.
- 8.1.4 The emergency procedure for spills, fire, disposal and first aid.
- 8.1.5 A description in lay terms of the known specific potential health risks posed by the toxic substance intended to alert any person reading this information.
- 8.1.6 The year and month, if available, that the information was compiled and the name, address, and emergency telephone number of the manufacturer responsible for preparing the information.

9. SUBMISSION OF BIDS

- 9.1 Bids shall be submitted at or before the time and at the place indicated in the Invitation to Bid and shall be submitted in a sealed envelope. The envelope shall be clearly marked on the exterior "BID FOR (PUBLIC SAFETY AND ADMINISTRATION ANNEX CONSTRUCTION) THE VILLAGE OF BISCAYNE PARK, FLORIDA, OPEN...(insert date given in Invitation to Bid) and shall state the name and address of the Bidder and shall be accompanied by any other required documents. No responsibility will attach to the Office of the Village Clerk for the premature opening of a Bid not properly addressed and identified.
- 9.2 Bids must be typed or printed in ink. Use of erasable ink is not permitted. All blanks on the Bid Form must be completed. Names must be typed or printed below the signature. Facsimile Bids will not be accepted.
- 9.3 In accordance with Chapter 119 of the Florida Statutes (Public Records Law), and except as may be provided by other applicable state and federal law, all Bidders should be aware that the Invitation to Bid and the responses thereto are in the public domain. However, the Bidders are requested to identify specifically any information contained in their Bids which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law.
- 9.4 All Bids received from Bidders in response to the Invitation to Bid will become the property of the VILLAGE and will not be returned to the Bidders. In the event of contract award, all documentation produced as part of the contract shall become the exclusive property of the VILLAGE.
- 9.5 The submitted Bid shall constitute a firm offer on the part of the Bidder to furnish the commodities and/or services requested.

10 BID FORMS

- 10.1 The Bid Form is included with the Bid Documents and must be used by the Bidder. Failure to do so may cause the Bid to be rejected. The forms must be submitted in good order and all blanks must be completed.
- 10.2 The Bid must be signed by one duly authorized to do so and in cases where the Bid is signed by a deputy or

subordinate, the principal's proper written authority to such deputy or subordinate must accompany the Bid.

- 10.3 Bids by corporations must be executed in the corporate name by the President or other corporate officers accompanied by evidence of authority to sign. The corporate address and state of incorporation must be shown below the signature.
- 10.4 Bids by partnerships must be executed in the partnership name and signed by a general partner whose title must appear under the signature and the official address of the partnership must be shown below the signature.

11 MODIFICATION AND WITHDRAWAL OF BIDS

- 11.1 Bids must be modified or withdrawn by an appropriate document duly executed in the manner that a Bid must be executed and delivered to the place where Bids are to be submitted at any time prior to the deadline for submitting Bids. A request for withdrawal or a modification must be in writing and signed by person duly authorized to do so and, in a case where signed by a deputy or subordinate, the principal's proper written authority to such deputy or subordinate must accompany the request for withdrawal or modification. Withdrawal of a Bid will not prejudice the rights of a Bidder to submit a new Bid prior to the Bid date and time. After expiration of the period for receiving Bids, no Bid may be withdrawn or modified.
- 11.2 If, within twenty-four (24) hours after Bids are opened, any Bidder files a duly signed written notice with VILLAGE and within five (5) calendar days thereafter demonstrates to the reasonable satisfaction of VILLAGE by clear and convincing evidence that there was a material and substantial mistake in the preparation of its Bid, or that the mistake is clearly evident on the face of the Bid but the intended correct Bid is not similarly evident, then Bidder may withdraw its Bid and the Bid Security will be returned.

12. REJECTION OF BIDS

- 12.1 To the extent permitted by applicable state and federal laws and regulations, VILLAGE reserves the right to reject any and all Bids, to waive any and all informalities, irregularities and technicalities not involving price, time or changes in the commodities and/or services, and the right to disregard all nonconforming, non-responsive, unbalanced or conditional Bids. Bids will be considered irregular and may be rejected if they show serious omissions, alterations in form, additions not called for, conditions or unauthorized alterations or irregularities of any kind.
- 12.2 VILLAGE reserves the right to reject the Bid of any Bidder if VILLAGE believes that it would not be in the best interest of VILLAGE to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by VILLAGE.
- 12.3 More than one Bid received for the same work from an individual, firm, partnership, corporation or association under the same or different names will not be considered. Reasonable grounds for believing that any Bidder is interested in more than one Bid for the same work will cause the rejection of such Bids in which the Bidder is interested. If there are reasonable grounds for believing that collusion exists among the

- Bidders, the Bids of participants in such collusion will not be considered.
- 12.4 The foregoing reasons for rejection of Bids are not intended to be exhaustive.
13. OPENING OF BIDS
- 13.1 Bids will be opened publicly on the date and at the location and time specified in the Invitation to Bid. Bids will be read aloud and an abstract of the amount of the base Bids will be made available after the opening of the Bid.
14. BIDS TO REMAIN OPEN
- 14.1 All bids shall remain open for ninety (90) calendar days after the day of the Bid opening, but VILLAGE may, at its sole discretion, release any Bid and return the Bid Security prior to that date.
- 14.2 Extensions of time when Bids shall remain open beyond the ninety (90) day period may be made only by mutual written agreement between the VILLAGE, the successful Bidder and the surety, if any, for the successful Bidder.
15. AWARD OF CONTRACT
- 15.1 If the contract is to be awarded, it will be awarded to the most responsible and responsive Bidder for the base Bid whose evaluation by VILLAGE indicates to VILLAGE that the award will be in the best interests of the VILLAGE and not necessarily to the lowest Bidder.
- 15.2 Criteria utilized by VILLAGE for determining the most responsible and responsive Bidder includes, but is not limited to the following:
- (a) Ability of Bidder to meet published specifications.
 - (b) Bidder's experience and references including, but not limited to, the reputation, integrity, character, efficiency, experience, skill, ability and business judgment of the Bidder, the quality of performance of Bidder under previous contracts, any sub-contractors and other persons providing labor or materials to Bidder.
 - (c) Bidder's qualifications and capabilities, including but not limited to, the size, financial history, strength and stability of the business to perform the work of the Contract, the possession of necessary facilities and equipment and the quality, availability and adaptability thereof to the particular use(s) required.
 - (d) Whether Bidder can perform the Contract promptly or within the time specified without delay or interference.
 - (e) Previous and existing compliance by Bidder with laws, ordinances and regulations relating to similar projects.
 - (f) Price.
- 15.3 The Bidder for whom staff recommendation is made shall execute a written Contract with the VILLAGE Commission. If the Bidder to whom the first award is made fails to enter into a Contract as herein provided, the Contract may be let to the next Bidder who is responsible and responsive in the opinion of the VILLAGE.
16. CONE OF SILENCE
- 16.1 NOTICE: Pursuant to Section 2-11.1 of the Miami Dade County Code of Ordinances, a Cone of Silence will be imposed through a NOTICE OF IMPOSITION OF CONE OF SILENCE when the Invitation to Bid is published.
- 16.2 DURATION: The Cone of Silence shall terminate at the time the Village awards or approves a contract, votes to reject all bids or responses, or otherwise takes action which ends the solicitation or other procurement process. If the Village Commission refers the item back to the Village Manager and staff for further review, the Cone of Silence shall remain in effect until an award is made, a contract is approved, or the Village Commission takes any other action which ends the solicitation or other procurement process. If the solicitation is not issued, the Cone of Silence shall terminate upon a final determination by the Village Manager that the solicitation will not be issued. When a Cone of Silence is terminated, public notice of the termination shall be posted.
- 16.3 GENERAL INFORMATION: Notwithstanding the imposition of a Cone of Silence, a potential vendor seeking information concerning this purpose may contact the Village Clerk. Such contact is to be for clarification purposes only.
17. INSURANCE
- 17.1 The insurance requirements contained in this Bid represent the minimal protection necessary for the VILLAGE as determined by the VILLAGE Attorney. The successful Bidder shall be required to provide proper proof of issuance to the Office of the Village Clerk prior to award. No award will be recommended until a written determination is made by VILLAGE Attorney that the proof of insurance submitted by the Bidder is acceptable from a Risk Management perspective. Further modification of the requirements may be made at the sole discretion of the VILLAGE if circumstances warrant.
18. TAXES
- 18.1 The successful Bidder shall pay all applicable sales, consumer use and other similar taxes required by law.
19. AUDIT RIGHTS
- 19.1 The VILLAGE reserves the right to audit the records of the successful Bidder for the commodities and/or services provided under the Contract at any time during the performance and term of the Contract and for a period of three (3) year after completion and acceptance by the VILLAGE. If required by the VILLAGE, the successful Bidder agrees to submit to an audit by an independent certified public accountant selected by the VILLAGE. The successful Bidder shall allow the VILLAGE to inspect, examine and review the records of the successful Bidder in relation to this contract at any and all times during normal business hours during the term of the Contract.
20. CONFLICT OF INTEREST

20.1 The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. Bidders must disclose with their Bid the name of any officer, director, partner, proprietor, associate or agent who is also a public officer or employee of the VILLAGE or any of its agencies. Further, all Bidders must disclose the name of any public officer or employee of the VILLAGE who owns, directly or indirectly, an interest of five percent (5%) or more in the Bidder's firm or any of its branches or affiliate companies.

21. NON-COLLUSIVE AFFIDAVIT

21.1 Each Bidder shall complete the Non-Collusive Affidavit and include it with the Bid Form and shall submit this Form with the Bid. Failure of the Bidder to submit this document may be cause for rejection of the Bid.

22. SUMMARY OF DOCUMENTS TO BE SUBMITTED BY BIDDERS

22.1 The following is a summary of documents, copies of which may be included in the Bid documents, which are to be completed and submitted by Bidders:

- (a) Bidder acknowledgement.
- (b) Bid Form
- (c) Non-Collusive Affidavit
- (d) Certified Resolution or other duly executed document evidencing authority to sign on behalf of the Bidder.
- (e) Qualification Statement
- (f) Bid Security
- (g) Certificate(s) of Insurance
- (h) Schedule of values

INSTRUCTIONS TO BIDDERS

These instructions to bidders shall be an exhibit to the Construction Services Agreement.

1. PRE-BID CONFERENCE

- a. A Pre-Bid Conference will be held on _____, 20____, at __:00 a.m. at the west side of Village Hall, 640 NE 114th Street, Biscayne Park, FL 33161. The purpose of the Pre-Bid Conference is to discuss the contents of this Invitation to Bid and Bidder's inquiries.

2. QUALIFICATIONS OF BIDDERS

- a. Each Bidder shall complete the Qualifications Statement and shall submit the same with the Bid. Failure to submit the Qualifications Statement and all documents required thereunder together with the Bid may constitute grounds for rejection of the Bid.
- b. The VILLAGE reserves the right to make a pre-award inspection of the Bidder's facilities and equipment prior to award of Agreement.
- c. VILLAGE reserves the right to consider a Bidder's history of citations and/or violations of environmental regulations in determining a Bidder's responsibility, and further reserves the right to declare a Bidder not responsible if the history of violations warrant such determination. Bidder shall submit with Bid, a complete history of all citations and/or violations, notices and dispositions thereof. The nonsubmission of any such documentation shall be deemed to be an affirmation by the Bidder that there are no citations or violations. Bidder shall notify VILLAGE immediately of notice of any citation or violation that Bidder may receive after the Bid opening date and during the time of performance of any contract awarded to Bidder.

VILLAGE reserves the right to consider a Bidder's history of complains, judgments, and liens in determining a Bidder's responsibility, and further reserves the right to declare a Bidder not responsible if the history of violations warrant such determination.

Bidders shall submit examples of similar work including scope, budget, and timeframe to completion.

Bidders shall submit resumes of all principal team members.

Bidders shall submit a list of all subcontractors to be used.

3. SPECIFICATIONS

- a. Items shown on the Plans but not noted in the Specifications, and items noted in the Specifications but not shown on the Plans, are to be considered as both shown on the Plans and noted in the Specifications. Any errors or omissions in the Specifications or on the Plans, as to the standards of the work, shall not relieve the CONTRACTOR of the obligation to furnish a satisfactory first class job in strict conformity with the best practice found in structures or in the work of a similar type. The failure of the Bidder to direct the attention of the VILLAGE's Office of the Village Clerk to errors or discrepancies will not relieve the Bidder, should Bidder be awarded the Contract, of the responsibility of performing the work to the satisfaction of the VILLAGE.

4. BID FORM

- a. The Bid Form, together with the Invitation to Bid, the Instructions to Bidders, constitutes an offer from the Bidder. If any or all parts of the Bid are accepted by the VILLAGE of Biscayne Park, an authorized officer of the VILLAGE shall affix his/her signature hereto and this document, together with the Invitation to Bid, the Instructions to Bidders, any Drawings, Plans and Specifications issued prior to the execution of this Bid Form, and any Purchase Order issued by the VILLAGE after execution of this Bid Form, shall constitute the written agreement between the parties and shall together comprise the Contract Documents. The Contract Documents are complimentary and what is required by one shall be as binding as if required by all.

5. AWARD OF CONTRACT

- a. If the Contract is to be awarded, it will be awarded to the most responsible and responsive Bidder for the Bid whose evaluation by VILLAGE indicates to VILLAGE that the award will be in the best interests of the VILLAGE, and not necessarily to the lowest Bidder.
- b. Criteria utilized by VILLAGE for determining the most responsible and responsive Bidder includes, but is not limited to the following:
 - (1) Ability of Bidder to meet published specifications.
 - (2) Bidder's experience and references, including but not limited to, the reputation, integrity, character, efficiency, experience, skill, ability and business judgment of the Bidder, the quality of performance of Bidder under previous contracts, any sub-contractors and other persons providing labor or materials to Bidder. Payment history with sub-contractors under previous contracts.

- (3) Bidder's qualifications and capabilities, including but not limited to, the size, financial history, strength and stability of the business to perform the work of the Contract, the possession of necessary facilities and equipment and the quality, availability and adaptability thereof to the particular use(s) required.
 - (4) Whether Bidder can perform the Contract promptly or within the time specified, without delay or interference.
 - (5) Previous and existing compliance by Bidder with laws, ordinances and similar projects.
 - (6) Price.
- c. The CONTRACTOR must execute the required contracts prior to award by the VILLAGE Commission. After VILLAGE Commission award the CONTRACTOR will be issued a Notice of Award. Within fifteen (15) days thereafter, the CONTRACTOR must deliver the required bonds and certificate of insurance to OWNER. Within ten (10) days thereafter, OWNER shall deliver one (1) fully executed contract to CONTRACTOR along with a Notice to Proceed. The fully executed contract will be accompanied by a complete set of drawings.
 - d. If applicable, the Bidder to whom award is being recommended shall execute a written contract prior to contract award. If the Bidder fails to enter into a Contract as herein provided, the recommended award will be let to the next Bidder who is responsible and responsive in the opinion of the VILLAGE. Such Bidder shall fulfill every stipulation embraced herein as if he were the original party to whom the award was made.

6. PUBLIC ENTITY CRIMES INFORMATION STATEMENT

- a. A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida State Statutes, Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

7. CONTRACT TIME

- a. The work to be performed under the Contract shall be commenced by December 1st, 2014, and after all applicable permits are obtained by Contractor.
- b. The number of days, which the work is to be completed or goods are to be provided, is two hundred and ten (210) consecutive calendar days from the date of the commencement of the Contract time as established in the Notice to Proceed, and no later than June 30, 2015.
- c. By virtue of the submission of his Bid, Bidder agrees and fully understands that the completion time of the work of the Contract is an essential and material condition of the contract and the time is of the essence. The Successful Bidder agrees that all work shall be prosecuted regularly, diligently and uninterrupted at such rate of progress as will ensure full completion thereof within the time specified. Failure to complete the work within the time period specified shall be considered a default.

8. LIQUIDATED DAMAGES FOR BREACH OF CONTRACT

See Construction Services Agreement General Conditions, Paragraph 11.4 for details.

9. SAFETY

- a. Provide a construction fence for lots 19 and 20.
- b. The Successful Bidder shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. The Successful Bidder shall comply with the rules and regulations of the Florida Department of Commerce regarding industrial safety (Fla Statutes Section 440.56) and with the standards set forth in the Occupational Safety and Health Act of 1970 (OSHA) and its amendments.
- c. The Successful Bidder shall take all reasonable precautions for the safety of and shall provide all reasonable protection to prevent damage, injury or loss to:
 - (1) All employees on the work site and all other persons who may be affected thereby.
 - (2) The work and all materials and equipment incorporated therein.
 - (3) Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, structures, irrigation systems and utilities not designated for removal, relocation or replacement in the course of the work.

10. WARRANTIES

- a. Warranty of Title: The Successful Bidder warrants to the VILLAGE that all goods and materials furnished under the Contract will be new unless otherwise specified and that Successful Bidder possess good, clear, and marketable title to said goods and there are no pending liens, claims or encumbrances whatsoever against said goods. All work not conforming to these requirements, including substitutions not properly approved and authorized may be considered defective.
- b. Warranty of Specifications: The Successful Bidder warrants that all goods, materials and workmanship furnished, whether furnished by the Successful Bidder or its sub-contractors and suppliers, will comply with the specifications, drawings and other descriptions supplied or adopted.
- c. Warranty of Fitness for a Particular Purpose: The Successful Bidder warrants the goods shall be fit for and sufficient for the purpose(s) intended. The purpose(s) for which the goods covered by the Contract is intended is for construction of the PUBLIC SAFETY AND ADMINISTRATION ANNEX.

The Successful Bidder understands and agrees that the VILLAGE is purchasing the goods in reliance upon the skill of the Successful Bidder in furnishing the goods suitable for the above-stated purpose. If the goods cannot be used in the manner stated in this Paragraph, then the VILLAGE, at its sole discretion, may return the goods to the Successful Bidder for a full refund or any and all moneys paid for the goods.

- d. Warranty of Merchantability: The Successful Bidder warrants that the goods to be supplied pursuant to the Contract are merchantable, of good quality and free from defects, whether patent or latent in material or workmanship.
- e. Warranty of Performance: The Successful Bidder warrants that the goods shall meet the following performance requirements:
 - ___ If properly operated, the goods are warranted to be capable of doing the same or better quality work than other goods of equal value operated under the same conditions.
- f. Warranty of Material and Workmanship: The Successful Bidder warrants all material and workmanship for a minimum of one year from date of project completion and acceptance by the VILLAGE. If within one year after acceptance by the VILLAGE, or within such larger period of time as may be prescribed by law any of the work is found to be defective or not in accordance with the Contract Documents, the Successful Bidder shall after receipt of a written notice from the VILLAGE to do so, promptly correct the work unless the VILLAGE has previously given the Successful Bidder a written acceptance of such condition.

- g. The Successful Bidder warrants to the VILLAGE that it will comply with all applicable federal, state and local laws, regulations and orders in carrying out its obligations under the Contract.
- h. The Successful Bidder warrants to the VILLAGE that it is not insolvent, it is not in bankruptcy proceedings or receivership, nor is it engaged in or threatened with any litigation, arbitration or other legal or administrative proceedings or investigations of any kind which would have an adverse effect on its ability to perform its obligations under the Contract.
- i. The Successful Bidder warrants to the VILLAGE that the consummation of the work provided for in the Contract Documents will not result in the breach of any term or provision of, or constitute a default under any indenture, mortgage, contract, or agreement to which the Successful Bidder is a party.
- j. The Successful Bidder warrants that there has been no violation of copyrights or patent rights either in the United States of America or in foreign countries in connection with the work of the Contract.
- k. All warranties made by the Successful Bidder together with service warranties and guarantees shall run to the VILLAGE and the successors and assigns of the VILLAGE.

11. RISK OF LOSS

- a. The risk of loss, injury or destruction, regardless of the cause of the casualty, shall be on the Successful Bidder until the completion of the project to construct the PUBLIC SAFETY AND ADMINISTRATION ANNEX, and inspection and acceptance of the project by VILLAGE.

12. PERMITS, FEES AND NOTICES

- a. The Successful Bidder shall secure and be responsible to pay for any and all permits and licenses that may be required for the proper execution and completion of the work. The Successful Bidder shall use their best efforts to obtain all necessary permits as soon as possible after the date of Contract award. Any delays in obtaining permits must be brought to the attention of the Office of the Village Manager without delay.
- b. The Successful bidder shall give all notices and comply with all laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the work. The VILLAGE shall not be responsible for monitoring the Successful Bidder's compliance with any laws or regulations.

- c. The Successful bidder shall secure, complete and file with the Clerk of Courts of Miami-Dade County, a Certified Notice of Commencement required per chapter 96-838, Laws of Florida. This notice must be on file with the Biscayne Park Building Division, and be displayed on the job site prior to the first inspection.

13. CLEANING UP

- a. The Successful Bidder at all times shall keep the premises free from accumulation of waste materials or rubbish caused by Bidder's operations. At the completion of the work Bidder shall remove all waste materials and rubbish from and about the site as well as all tools, equipment, machinery and surplus materials and provide final cleaning and return the space to a condition suitable for use by the VILLAGE.

14. DELAYS AND EXTENSIONS OF TIME

- a. The Contract time may only be changed by a change order or a written amendment. Any claims for an extension or shortening of Contract time shall be based upon written notice delivered by the party making the claim to the other party not more than three (3) calendar days after the occurrence of the event giving rise to the claim and stating the general nature of the claim otherwise it shall be waived.
- b. No claim for damages or any claim other than an extension of time shall be made or asserted against the VILLAGE by reason of any delays.

15. DEFAULT

- a. In the event the Successful Bidder shall default in any of the terms, obligations, restrictions or conditions in the Contract Documents, the VILLAGE shall give the Successful Bidder written notice by certified mail of the default and that such default shall be corrected or actions taken to correct such default shall be commenced within five (5) calendar days thereof. In the event the Successful Bidder has failed to correct the condition(s) of the default or the default is not remedied to the satisfaction and approval of the VILLAGE, the VILLAGE shall have all legal remedies available to it, including, but not limited to termination of the Contract in which case the Successful Bidder shall be liable for all procurement and procurement costs and any and all damages permitted by law arising from the default and breach of the Contract.

16. TERMINATION FOR CONVENIENCE OF VILLAGE

See Construction Services Agreement General Conditions, Paragraph 13.13 for details.

17. ASSIGNMENT

- a. The Successful Bidder shall not assign or transfer its rights, title or interests in the Agreement nor shall Successful Bidder delegate any of the duties or obligations undertaken by Successful Bidder without VILLAGE's prior written approval.

18. APPLICABLE LAWS, ORDINANCES, RULES, CODES AND REGULATIONS

- a. Familiarity with Laws: Notice is hereby given that the Successful Bidder must be familiar with all federal, state and local laws, ordinances, rules, codes and regulations that may affect the work. Ignorance on the part of the Bidder will in no way relieve him from the responsibility of compliance therewith.

19. EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENT INFORMATION:

- a. A copy of Executive Order no. 11246, "Notice of Requirement for Affirmative Action to Insure Equal Employment Opportunity" is on file in the VILLAGE's Office of the Village Clerk, 640 NE 114th Street, Biscayne Park, Florida 33161. All bidders must consider those requirements prior to submitting a bid. Those requirements shall be incorporated into and made a part of the Contract.

20. BID SECURITY

- a. Each Bid must be accompanied by a certified or cashiers check or by a Bid Bond made payable to the Village of Biscayne Park on an approved form, duly executed by the Bidder as principal and having as surety thereon a surety company acceptable to the VILLAGE and authorized to write such Bid Bond under the laws of the State of Florida, in an amount not less than five percent (5%) of the amount of the Bid.
- b. The Bid Security of the Successful Bidder will be retained until such Bidder has executed the Contract and furnished the required payment and performance bonds, whereupon the Bid Security will be returned. If the Successful Bidder fails to execute and deliver the Contract or furnish the required Bonds within fifteen (15) calendar days of the Notice of Award, VILLAGE may annul the Notice of Award and the entire sum of the Bid Security shall be forfeited. The Bid Security of the three (3) lowest bidders will be returned within seven (7) calendar days after the VILLAGE and the Successful Bidder have executed the written Contract or if no such written Contract is executed within ninety (90) calendar days after the date of the Bid opening, upon the demand of any Bidder at anytime thereafter, provided that he has not been notified of the acceptance of his Bid. Bid Security of all other Bidders will be returned within seven (7) calendar days after the Bid opening. The attorney in fact or other officer who signs a Bid Bond for a surety company must file with such a Bond a certified copy of his power of attorney authorizing him to do so.

- c. The Bid Security filed with the Bid shall be forfeited in its entirety to the VILLAGE as liquidated damages if the Bidder to whom the Contract is awarded fails to execute the Contract Documents within fifteen (15) calendar days of written notice by the VILLAGE.

21. PAYMENT AND PERFORMANCE BONDS

- a. Within Fifteen (15) calendar days after the Contract Award, but in any event prior to commencing work, the Successful Bidder shall execute and furnish to VILLAGE a performance bond and a payment bond, each written by a corporate surety, having a resident agent in the State of Florida and having been in business with a record of successful continuous operation for at least five (5) years. The surety shall hold a current certificate of authority from the Secretary of Treasury of the United States as an acceptable surety on federal bonds in accordance with United States Department of Treasury Circular No. 570. If the amount of the Bond exceeds the underwriting limitation set forth in the circular, in order to qualify, the net retention of the surety company shall not exceed the underwriting limitation in the circular and the excess risks must be protected by coinsurance, reinsurance, or other methods, in accordance with Treasury Circular 297, revised September 1, 1978 (31 DFR, Section 223.10, Section 223.11). Further, the surety company shall provide VILLAGE with evidence satisfactory to VILLAGE, that such excess risk has been protected in an acceptable manner. The surety company shall have at least the following minimum qualifications in accordance with the latest edition of A.M. Best's Insurance Guide, published by Alfred M. Best Company, Inc., Ambest Road, Oldwick, New Jersey 08858:

Financial Stability - A
Financial size - VIII

- b. Two (2) separate bonds are required and both must be approved by the VILLAGE. The penal sum stated in each bond shall be the amount equal to the total amount payable under the terms of the contract. The performance bond shall be conditioned that the Successful Bidder performs the contract in the time and manner prescribed in the contract. The payment bond shall be conditioned that the Successful Bidder promptly make payments to all persons who supply the Successful Bidder with labor, materials and supplies used directly or indirectly by the Successful Bidder in the prosecution of the work provided for in the contract and shall provide that the surety shall pay the same in the amount not exceeding the sum provided in such bonds, together with interest at the maximum rate allowed by law; and that they shall indemnify and save harmless the VILLAGE to the extent of any and all payments in connection with the carrying out of said contract which the VILLAGE may be required to make under the law.
- c. Such bonds shall continue in effect for one (1) year after final payment becomes due except as otherwise provided by law or regulation or by the Contract

Documents with the final sum of said bonds reduced after final payment to an amount equal to twenty five percent (25%) of the Contract Price, or an additional bond shall be conditioned that the Successful Bidder correct any defective or faulty work or material which appear within one (1) year after final completion of the Contract, upon notification by VILLAGE.

22. INDEMNIFICATION

- a. GENERAL INDEMNIFICATION: The parties agree that one percent (1%) of the total compensation paid to CONTRACTOR for the work of the Contract shall constitute specific consideration to CONTRACTOR for the indemnification to be provided under the Contract. To the fullest extent permitted by laws and regulations, CONTRACTOR shall indemnify, save and hold harmless the OWNER, its officers, agents and employees, from or on account of all claims, damages, losses, liabilities and expenses, direct, or consequential, including, but not limited to, fees and charges of engineer, architects, attorney's, consultants and other professionals and court and arbitration costs arising out of or resulting from the performance of the Work excluding the sole negligence of OWNER. Such indemnification shall specifically include but not be limited to claims, damages, losses and expenses arising out of or resulting from (a) any and all bodily injuries, sickness, death, disease; (b) injury to or destruction of tangible personal property, including the loss of use resulting therefrom; (c) other such damages, liabilities or losses received or sustained by any person or persons during or on account of any operations connected with the construction of this project including the warranty period; (d) the use of any improper materials; (e) any construction defect including patent defects; (f) any act, omission or default of CONTRACTOR or his subcontractors, agents, servants or employees; (g) the violation of any federal, state, county or VILLAGE laws, by-laws, ordinances or regulations by CONTRACTOR, his subcontractors, agents, servants or employees; (h) the breach or alleged breach by CONTRACTOR of any term of the Contract, including the breach or alleged breach of any warranty or guarantee.
- b. PATENT AND COPYRIGHT INDEMNIFICATION: CONTRACTOR agrees to indemnify, save and hold harmless the OWNER, its officers, agents and employees, from all such claims and fees, and from any and all suits and actions of every name and description that may be brought against OWNER, its officers, agents and employees, on account of any claims, fines, fees, royalties, or costs for any invention or patent, and from any and all suits and actions that may be brought against OWNER, its officers, agents and employees for the infringement of any and all copyrights or patent rights claimed by any person, firm, or corporation.
- c. Pursuant to the requirements of Florida Statute 752.06, as amended, the indemnification from liability for damages caused in whole or in part by any act, omission or default by OWNER as contained in Paragraph ____ above, shall be

limited to the monetary amount of comprehensive general liability insurance, which CONTRACTOR is required to obtain under the Contract. All other indemnification required hereunder shall not be limited to the amount of required comprehensive general liability insurance or any required excess insurance.

- d. CONTRACTOR shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever, excluding only those in which the damages arose out of the sole negligence of OWNER, in connection with the foregoing indemnifications, including, but not limited to, reasonable attorney's fees and costs to defend all claims or suits in the name of the OWNER when applicable.
- e. OWNER reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of the CONTRACTOR under the indemnification agreement. Such indemnification shall not be limited to the amount of comprehensive general liability insurance that CONTRACTOR is required to obtain under the Contract. Nothing contained herein is intended nor shall it be construed to waive OWNER's rights and immunities under the common law or Florida Statute 768.28 as amended from time to time. This obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity that would otherwise exist as to any party described in this Paragraph _____ and its subparts.

23. INSURANCE

- a. Bidders must submit copies of their current certificate(s) of insurance together with the Bid. Failure to do so may cause rejection of the Bid.
- b. **AT THE TIME OF EXECUTION OF THE CONTRACT, THE SUCCESSFUL BIDDER SHALL SUBMIT A CURRENT CERTIFICATE OF INSURANCE EVIDENCING THE REQUIRED COVERAGES AND SPECIFICALLY PROVIDING THAT THE VILLAGE OF BISCAIYNE PARK IS AN ADDITIONAL NAMED INSURED WITH RESPECT TO THE REQUIRED COVERAGE AND THE OPERATIONS OF THE SUCCESSFUL BIDDER UNDER THE CONTRACT.** Insurance Companies selected must be acceptable to the VILLAGE. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be canceled, materially changed or renewal refused until at least thirty (30) calendar days written notice has been given to VILLAGE by certified mail.
- c. The Successful Bidder shall procure and maintain at its own expense and keep in effect during the full term of the Contract a policy or policies of insurance that must include the following coverage and minimum limits of liability:
 - (1) Professional Liability Insurance in an amount not less than \$1,000,000.00.

(2) Worker's Compensation Insurance for statutory obligations imposed by Worker's Compensation or Occupational Disease Laws, including, where applicable, the United States Longshoremen's and Harbor Worker's Act, the Federal Employer's Liability Act and the Homes Act. Employer's Liability Insurance shall be provided with a minimum of One Hundred Thousand and xx/100 dollars (\$100,000.00) per accident. Successful Bidder shall agree to be responsible for the employment, conduct and control of its employees and for any injury sustained by such employees in the course of their employment.

(3) Comprehensive Automobile Liability Insurance for all owned, non-owned and hired automobiles and other vehicles used by the Successful Bidder in the performance of the work with the following minimum limits of liability:

\$1,000,000.00 Combined Single Limit, Bodily Injury and Property Damage Liability per occurrence

(4) Comprehensive General Liability with the following minimum limits of liability:

\$1,000,000.00 Combined Single Limit, Bodily Injury and Property Damage Liability per occurrence

Coverage shall specifically include the following with minimum limits not less than those required for Bodily Injury Liability and Property Damage:

1. Premises and Operations;
2. Independent Contractors;
3. Product and Completed Operations Liability;
4. Broad Form Property Damage;
5. Broad Form Contractual Coverage applicable to the Contract and specifically confirming the indemnification and hold harmless agreement in the Contract; and
6. Personal Injury coverage with employment contractual exclusions removed and deleted.

d. The required insurance coverage shall be issued by an insurance company authorized and licensed to do business in the State of Florida, with the following minimum qualifications in accordance with the latest edition of A.M. Best's Insurance Guide:

Financial Stability B+ - A+

- e. The Successful Bidder shall require each of its sub-contractors of any tier to maintain the insurance required herein (except as respects limits of coverage for employers and public liability insurance which may not be less \$1,000,000.00 for each category), and the Successful Bidder shall provide verification thereof to VILLAGE upon request of VILLAGE.
- f. All required insurance policies shall preclude any underwriter's rights of recovery or subrogation against VILLAGE with the express intention of the parties being that the required insurance coverage protects both parties as the primary coverage for any and all losses covered by the above described insurance.
- g. The Successful Bidder shall ensure that any company issuing insurance to cover the requirements contained in this Contract agrees that they shall have no recourse against VILLAGE for payment or assessments in any form on any policy of insurance.
- h. The clauses "other Insurance Provisions" and "Insurers Duties in the Event of an Occurrence, Claim or Suit" as it appears in any policy of insurance in which VILLAGE is named as an additional named insured shall not apply to VILLAGE. VILLAGE shall provide written notice of occurrence within fifteen (15) working days of VILLAGE's actual notice of such an event.
- i. The Successful Bidder shall not commence work under the Contract until after he has obtained all of the minimum insurance herein described.
- j. The Successful Bidder agrees to perform the work under the Contract as an independent contractor, and not as a sub-contractor, agent or employee of VILLAGE.
- k. Violation of the terms of this paragraph and its subparts shall constitute a breach of the Contract and VILLAGE, at its sole discretion, may cancel the Contract and all rights, title and interest of the Successful Bidder shall thereupon cease and terminate.
- l. OWNER'S Liability and Insurance: OWNER shall not be responsible for purchasing and maintaining any insurance to protect the interests of CONTRACTOR, subcontractors or others on the Work. OWNER specifically reserves all statutory and common law rights and immunities and nothing herein is intended to limit or waive same including, but not limited to, the procedural and substantive provisions of Florida Statute 768.28 and Florida Statute 95.11.

24. CONTRACT TERM

- a. The initial term of this contract shall be until all work is completed to the satisfaction of the OWNER.

25. CONTRACT ADJUSTMENTS

- a. The cost(s) shall remain firm for the length of the contract. Costs for any extension term shall be subject to adjustment only if increases occur in the industry. Such increases shall not exceed 5% or, whichever is greater, the latest yearly percentage increase in the All Urban Consumers Price Index (CPI-U) as published by the Bureau of Labor Statistics, U.S. Department of Labor. The yearly increase or decrease, in the CPI shall be the latest index published and available ninety (90) days prior to the end of the contract year then in effect compared to the index for the comparable month one year prior. Any requested cost increase shall be fully documented and submitted to the VILLAGE at least ninety (90) days prior to the contract anniversary date. Any approved cost adjustments shall become effective upon the anniversary date of the contract. In the event the CPI or the industry costs decline, the VILLAGE shall receive, from the Contractor, a reduction in costs, in accordance with the terms and conditions for adjustments detailed above.

26. ADDENDUM

An addendum, if needed, will be issued prior to the opening of bids. The intent of these addenda is to clarify, correct or change the scope of work and/or bidding documents.

It is the responsibility of the bidder to view the website to determine if any addenda have been issued, or to contact the Office of the Village Clerk to determine if any addenda has been issued. In some cases, where the addendum has a direct effect on the scope of work or a change in the cost of the project, the omission of the signed addendum being returned with the bid submittal may cause the bid to be considered as non-responsive.

CONSTRUCTION SERVICES AGREEMENT
GENERAL CONDITIONS

ARTICLE 1 - DEFINITIONS

Wherever used in these Construction Services Agreement General Conditions or in the other Contract Documents the following terms have the meanings indicated which are applicable to both the singular and plural thereof:

Addenda - Written or graphic instruments issued prior to the opening of Bids which clarify, correct or change the bidding Documents or the Contract Documents.

Agreement - The written agreement between OWNER and CONTRACTOR covering the Work to be performed including other Contract Documents that are attached to the Agreement or made a part thereof.

Application for Payment - The form accepted by OWNER'S REPRESENTATIVE and/or OWNER which is to be used by CONTRACTOR in requesting progress or final payment and which is to include such supporting documentation as is required by the Contract Documents.

Bid - The offer or proposal of the bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

Bonds - Bid, performance and payment bonds and other instruments of security.

Change Order - A document recommended by Contractor, OWNER'S REPRESENTATIVE, or Owner which is signed by CONTRACTOR, OWNER'S REPRESENTATIVE and OWNER and authorizes an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Time, issued on or after the Effective Date of the Agreement.

Contract Documents - The Contract Documents consist of the Drawings, Plans and Specifications, Bid Form, Instructions to Bidders, CONTRACTOR'S Bid, including documentation accompanying Bid and post Bid documentation submitted prior to the Notice of Award, Qualifications Statement, Contract, Addenda, and Notice of Award, Notice to Proceed, Payment and Performance Bonds, the Construction Services General Conditions, Supplementary Conditions, any additional documents which are required to be submitted under the Contract, and all amendments, modifications and supplements issued on or after the effective date of the contract.

Contract Price - The moneys payable by OWNER to CONTRACTOR under the Contract Documents as stated in the Agreement (subject to the provisions of the Contract in the case of Unit Price Work).

Contract Time - The date stated in the Agreement for the completion of the work.

CONTRACTOR - The person, firm or corporation with whom OWNER has entered into the Agreement.

Defective - An adjective which when modifying the Work refers to Work that is unsatisfactory, faulty or deficient, or does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test or approval referred to in the Contract Documents, or has been damaged prior to OWNER'S REPRESENTATIVE and/or OWNER'S recommendation of final payment.

Drawings - The drawings which show the character and scope of the Work to be performed and which have been prepared or approved by OWNER'S REPRESENTATIVE and/or OWNER and are referred to in the Contract Documents.

Field Order - A written order issued by OWNER'S REPRESENTATIVE and/or OWNER which orders minor changes in the Work but which does not involve a change in the Contract Price or the Contract Time.

Notice of Award - The written notice by OWNER to the apparent successful bidder stating that upon compliance by the apparent successful bidder with the conditions precedent enumerated therein, within the time specified OWNER will sign and deliver the Agreement.

Notice to Proceed - A written notice given by OWNER to CONTRACTOR (with a copy to OWNER'S REPRESENTATIVE and/or OWNER) fixing the date on which the Contract Time will commence to run and on which CONTRACTOR shall start to perform CONTRACTOR'S obligations under the Contract Documents. This written notice will also state the dates of substantial and final completion of the project.

OWNER - The Village Commission and their representative, the Village Manager of the Village of Biscayne Park, Florida with whom CONTRACTOR has entered into the Agreement and for whom the Work is to be provided.

OWNER'S REPRESENTATIVE - The consulting company representing the Village of Biscayne Park, Florida, throughout the project.

Shop Drawings - All drawings, diagrams, illustrations, schedules and other data which are specifically prepared by or for CONTRACTOR to illustrate some portion of the Work and all illustrations, brochures, standard schedules, performance charts, instructions, diagrams and other information prepared by a Supplier and submitted by CONTRACTOR to illustrate material or equipment for some portion of the Work.

Specifications - Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and Workmanship as applied to the Work and certain administrative details applicable thereto.

Subcontractor - An individual, firm or corporation having a direct Contract with CONTRACTOR or with any other Subcontractor for the performance of a part of the Work at the site.

Supplier - A manufacturer, fabricator, supplier, distributor, materialman or vendor.

Underground Facilities - All pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels or other such facilities or attachments, and any encasements containing such facilities which have been installed underground to furnish any of the following services or materials: electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television sewage and drainage removal, traffic or other control systems or water, and all irrigation systems on or contiguous to the worksite.

Work - The entire completed construction or the various separately identifiable parts thereof required to be furnished under the Contract Documents. Work is the result of performing services, furnishing labor and furnishing and incorporating materials and equipment into the construction, all as required by the Contract Documents.

Work Allowance: A pre-set amount of funds added to the bid form pricing page. These moneys are only to be used for additional work that may be needed due to change orders and unforeseen conditions that increase the submitted bid amount, as approved by the Village. This work allowance will not be made part of the contract sum as shown in the contract documents.

Work Directive Change - A written directive to CONTRACTOR, issued on or after the Effective Date of the Agreement and signed by OWNER and recommended by OWNER'S REPRESENTATIVE and/or OWNER ordering an addition, deletion or revision in the Work, or responding to differing or unforeseen physical conditions under which the Work is to be performed as provided in Paragraph 4.2 or 4.3 or to emergencies under Paragraph 5.13. A Work Directive Change may not change the Contract Price or the Contract Time, but is evidence that the parties expect that the change directed or documented by a Work Directive Change will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Time as provided in Paragraph 9.3.

Written Amendment - A written amendment of the Contract Documents, signed by OWNER and CONTRACTOR on or after the Effective Date of the Agreement and normally dealing with the non-engineering or non-technical aspects rather than strictly Work related aspects of the Contract Documents.

ARTICLE 2 - PRELIMINARY MATTERS

2.1 Delivery of Bonds and Insurance:

Prior to award of the Contract by OWNER, CONTRACTOR shall deliver to OWNER copies of the certificate(s) of insurance evidencing the coverages required hereunder and specifically providing that the Village of Biscayne Park is an additional named insured or additional insured. Payment and performance bonds which CONTRACTOR is required to furnish in accordance with this Contract must be provided to OWNER within fifteen (15) days after issuance of Notice of Award.

2.2 Commencement of Contract Time; Notice to Proceed:

The Work shall commence subsequent to the execution of this Contract by all parties and upon a written Notice to Proceed from OWNER. No Work shall be done at the site prior to the date on which the Contract Time commences to run.

OWNER shall furnish to CONTRACTOR up to three (3) copies of the Contract Documents. Additional copies will be furnished upon request, at the cost of reproduction.

2.3 Preconstruction Conference:

Within twenty (20) days after the Effective Date of the Agreement, but before CONTRACTOR starts the Work at the site, a conference attended by CONTRACTOR, OWNER'S REPRESENTATIVE and/or OWNER and others as appropriate will be held to discuss the schedules referred to in Paragraph 2.4, to discuss procedures for handling Shop Drawings and other submittals and for processing Applications for Payment, and to establish a Working understanding among the parties as to the Work.

2.4 Finalizing Schedules:

At least ten (10) days before submission of the first Application for Payment a conference attended by CONTRACTOR, OWNER'S REPRESENTATIVE and/or OWNER, and others as appropriate will be held to finalize the schedules and procedures to establish a Working understanding among the parties. The finalized progress schedule will be acceptable to OWNER'S REPRESENTATIVE and/or OWNER as providing an orderly progression of the Work to completion within the Contract time, but such acceptance will neither impose on OWNER'S REPRESENTATIVE and/or OWNER'S responsibility for the progress or scheduling of the Work nor relieve CONTRACTOR from full responsibility therefor. The finalized schedule of Shop Drawing submissions will be acceptable to OWNER'S REPRESENTATIVE and/or OWNER as providing a Workable arrangement for processing the submissions. The finalized schedule of values will be acceptable to OWNER'S REPRESENTATIVE and/or OWNER as to form and substance.

ARTICLE 3 - CONTRACT DOCUMENTS; INTENT, AMENDING, REUSE

3.1 Entire Agreement:

The Contract Documents comprise the entire agreement between OWNER and CONTRACTOR concerning the Work. The Contract Documents are complimentary; what is called for by one is as binding as if called for by all. The Contract Documents will be construed in accordance with the law of the State of Florida.

3.2 Intent:

It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any Work, materials or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result will be supplied whether or not specifically called for. When words which have a well known technical or trade meaning are used to describe Work, materials or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association, or to the laws or regulations of any

governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code or laws or regulations in effect at the time of opening of Bids, except as may be otherwise specifically stated. However, no provision of any referenced standard specification, manual or code (whether or not specifically incorporated by reference in the Contract Documents) shall be effective to change the duties and responsibilities of OWNER, CONTRACTOR, or OWNER'S REPRESENTATIVE, or any of their consultants, agents or employees from those set forth in the Contract Documents.

3.3 Conflict, Error or Discrepancy:

If, during the performance of the Work, CONTRACTOR finds a conflict, error or discrepancy in the Contract Documents, CONTRACTOR shall so report to OWNER'S REPRESENTATIVE and/or OWNER in writing at once and before proceeding with the Work affected thereby shall obtain a written interpretation or clarification from OWNER'S REPRESENTATIVE and/or OWNER.

3.4 Amending and Supplementing Contract Documents:

The Contract Documents may be amended to provide for additions, deletions and revisions in the Work or to modify the terms and conditions thereof in one or more of the following ways:

3.4.1 A Change Order; or

3.4.2 A formal written amendment.

3.5 Supplements, Minor Variations or Deviations:

In addition, the requirements of the Contract Documents may be supplemented and minor variations and deviations in the Work may be authorized in one or more of the following ways:

3.5.1 OWNER'S REPRESENTATIVE and/or OWNER'S approval of a Shop Drawing or sample; or

3.5.2 OWNER'S REPRESENTATIVE and/or OWNER'S written interpretation or clarification.

3.5.3 A field order.

3.6 Reuse of Documents:

Neither CONTRACTOR nor any subcontractors or Supplier or other person or organization performing or furnishing any of the Work under a direct or indirect Contract with OWNER shall have or acquire any title to or ownership rights in any of the Drawings, Specifications or other Documents (or copies of any thereof) prepared by or bearing the seal of the OWNER'S REPRESENTATIVE and/or OWNER; and they shall

not reuse any of them on extensions of the Project or any other project without written consent of OWNER.

ARTICLE 4 - AVAILABILITY OF LANDS; PHYSICAL CONDITIONS; REFERENCE POINTS

4.1 Availability of Lands:

OWNER shall furnish, as indicated in the Contract Documents, the lands upon which the Work is to be performed, rights-of-way and easements for access thereto, and such other lands which are designated for the use of CONTRACTOR. CONTRACTOR shall provide at CONTRACTOR'S own expense and without liability to OWNER any and all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment. CONTRACTOR shall furnish to OWNER copies of written permission that is obtained from the owners of such facilities. It is the responsibility of the CONTRACTOR to leave the additional lands in the same condition as prior to work startup. Any damages caused by CONTRACTOR will be remedied at CONTRACTORS expense.

4.2 Physical Conditions:

4.2.1 Shown or Indicated: The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the site is based on information and data furnished to OWNER or OWNER'S REPRESENTATIVE by the owners of such Underground Facilities or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

4.2.1.1 OWNER and OWNER'S REPRESENTATIVE shall not be responsible for the accuracy or completeness of any such information or data; and

4.2.1.2 CONTRACTOR shall have full responsibility for reviewing and checking all such information and data, for locating all Underground Facilities shown or indicated in the Contract Documents, for coordination of the work with the owners of such Underground Facilities during construction, for the safety and protection thereof and repairing any damage thereto resulting from the work, the costs of all of which will be considered as having been included in the Contract Price.

4.2.2 Not Shown or Indicated: If an Underground Facility is uncovered or revealed at or contiguous to the site which was not shown or indicated in the Contract Documents and which CONTRACTOR could not reasonably have been expected to be aware of, CONTRACTOR shall, promptly after becoming aware thereof and before performing any work affected thereby (except in an emergency as permitted by paragraph 5.13), identify the owner of such Underground Facility and give written notice thereof to that owner and to OWNER and OWNER'S REPRESENTATIVE. OWNER'S REPRESENTATIVE and/or OWNER will

promptly review the Underground Facility to determine the extent to which the Contract Documents should be modified to reflect and document the consequences of the existence of the Underground Facility, and the Contract Documents will be amended or supplemented to the extent necessary. During such time, CONTRACTOR shall be responsible for the safety and protection of such Underground Facility. CONTRACTOR shall be allowed an extension of the Contract Time to the extent that any delay is attributable to the existence of any Underground Facility that was not shown or indicated in the Contract Documents and of which existence CONTRACTOR could not reasonably have been expected to be aware. If the parties are unable to agree as to the appropriate length of delay, CONTRACTOR may make a claim therefore as provided in this Contract.

4.3 Reference Points:

OWNER shall provide engineering surveys to establish reference points for construction which in OWNER'S REPRESENTATIVE and/or OWNER'S judgment are necessary to enable CONTRACTOR to proceed with the Work. CONTRACTOR shall be responsible for laying out the Work to protect and preserve the established reference points and shall make no changes or relocations without the prior written approval of OWNER. CONTRACTOR shall report to OWNER'S REPRESENTATIVE and/or OWNER whenever any reference point is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points by professionally qualified personnel.

ARTICLE 5 - CONTRACTOR'S RESPONSIBILITIES

5.1 Supervision and Superintendence:

CONTRACTOR shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences and procedures of construction. CONTRACTOR shall be responsible to see that the finished Work complies accurately with the Contract Documents.

5.2 Dedicated Superintendent

CONTRACTOR shall keep on the worksite at all times during its progress a competent dedicated superintendent and any necessary assistants who shall not be replaced without written notice to OWNER and OWNER'S REPRESENTATIVE unless the superintendent proves to be unsatisfactory to CONTRACTOR and ceases to be in his employ. The superintendent will be CONTRACTOR'S representative at the site and shall have authority to act on behalf of CONTRACTOR. All communications given to the superintendent shall be as binding as if given to CONTRACTOR.

5.3 Labor, Materials and Equipment:

CONTRACTOR shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. CONTRACTOR shall at all times maintain good discipline and order at the site. Except in connection with the safety or protection of persons or the Work or property at the site or adjacent thereto, and except as otherwise indicated in the Contract Documents, all Work at the site shall be performed during regular working hours, and CONTRACTOR will not permit overtime Work or the performance of Work on Sunday or any legal holiday without OWNER'S written consent given after prior written notice to OWNER'S REPRESENTATIVE and/or OWNER.

5.3.1 Unless otherwise specified in the bid documents, CONTRACTOR shall furnish and assume full responsibility for all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities and all other facilities and incidentals necessary for the furnishing, performance, testing, start-up and completion of the Work.

5.3.2 All materials and equipment shall be of good quality and new, except as otherwise provided in the Contract Documents. If required by OWNER'S REPRESENTATIVE and/or OWNER, CONTRACTOR shall furnish satisfactory evidence (including reports of required tests) as to the kind and quality of materials and equipment. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable Supplier except as otherwise provided in the Contract Documents; but no provision of any such instructions will be effective to assign to OWNER'S REPRESENTATIVE and/or OWNER, or any of OWNER'S REPRESENTATIVE and/or OWNER'S consultants, agents or employees, any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of Articles 8 and 9.

5.4 Substitutes or "Or Equal" Items

5.4.1 Whenever materials or equipment are specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier the naming of the item is intended to establish the type, function and quality required. Unless the name is followed by words indicating that no substitution is permitted, materials or equipment of other Suppliers may be accepted by OWNER'S REPRESENTATIVE and/or OWNER if sufficient information is submitted by CONTRACTOR to allow OWNER'S REPRESENTATIVE and/or OWNER to determine that the material or equipment proposed is equivalent or equal to that named. Requests for review of substitute items of material and equipment will not be accepted by OWNER'S REPRESENTATIVE and/or OWNER from anyone other than CONTRACTOR. If CONTRACTOR wishes to furnish or use a substitute item of material or equipment, CONTRACTOR shall make written application to OWNER'S REPRESENTATIVE and/or OWNER for acceptance thereof, certifying that the proposed substitute will perform adequately the functions and achieve the results

called for by the general design, be similar and of equal substance to that specified and be suited to the same use as that specified. The application must state that the evaluation and acceptance of the proposed substitute will not prejudice CONTRACTOR'S achievement of Substantial Completion on time, whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct Contract with OWNER for Work on the Project) to adapt the design to the proposed substitute and whether or not incorporation or use of the substitute in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified will be identified in the application and available maintenance, repair and replacement service will be indicated. The application will also contain an itemized estimate of all costs that will result directly or indirectly from acceptance of such substitute, including costs of redesign and claims of other CONTRACTORS affected by the resulting change, all of which shall be considered by OWNER'S REPRESENTATIVE and/or OWNER in evaluating the proposed substitute. OWNER'S REPRESENTATIVE and/or OWNER may require CONTRACTOR to furnish at CONTRACTOR'S expense additional data about the proposed substitute.

- 5.4.2 If a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents, CONTRACTOR may furnish or utilize a substitute means, method, sequence, technique or procedure of construction acceptable to OWNER'S REPRESENTATIVE and/or OWNER, if CONTRACTOR submits sufficient information to allow OWNER'S REPRESENTATIVE and/or OWNER to determine that the substitute proposed is equivalent to that indicated or required by the Contract Documents. The procedure for review by OWNER'S REPRESENTATIVE and/or OWNER will be similar to that provided in Paragraph 5.4.1 as applied by OWNER'S REPRESENTATIVE and/or OWNER and as may be supplemented in the Contract Documents.
- 5.4.3 OWNER'S REPRESENTATIVE and/or OWNER will be allowed a reasonable time within which to evaluate each proposed substitute. OWNER'S REPRESENTATIVE and/or OWNER will be the sole judge of acceptability, and no substitute will be ordered, installed or utilized without OWNER'S REPRESENTATIVE and/or OWNER'S prior written acceptance which will be evidenced by either a Change Order or an approved Shop Drawing. OWNER may require CONTRACTOR to furnish at CONTRACTOR'S expense a special performance guarantee or other surety with respect to any substitute.

5.5 Concerning Subcontractors, Suppliers and Others:

- 5.5.1 CONTRACTOR shall be fully responsible to OWNER and OWNER'S REPRESENTATIVE for all acts and omissions of the Subcontractors, Suppliers and other persons directly or indirectly employed by his Subcontractors, Suppliers and of persons for whose acts any of them may be liable and any other persons and organizations performing or furnishing of the Work under a direct or indirect Contract with CONTRACTOR to the same extent that CONTRACTOR is

responsible for the acts and omissions of persons directly employed by him. Nothing in the Contract Documents shall create any Contractual relationship between OWNER or OWNER'S REPRESENTATIVE and any such Subcontractor, Supplier or other person or organization, nor shall it create any obligation on the part of OWNER or OWNER'S REPRESENTATIVE to pay or to see to the payment of any moneys due any such Subcontractor, Supplier or other person or organization except as may otherwise be required by laws and regulations.

5.5.2 All Work performed for CONTRACTOR by a Subcontractor will be pursuant to an appropriate agreement between CONTRACTOR and the Subcontractor which specifically binds the Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of OWNER and OWNER'S REPRESENTATIVE.

5.6 Patent Fees and Royalties:

CONTRACTOR shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product or device which is the subject of patent rights or copyrights held by others.

5.7 Permits:

CONTRACTOR shall obtain and pay for all permits and licenses. CONTRACTOR shall pay all government charges and inspection fees as required by OWNER. OWNER reserves the right to waive as it deems appropriate all municipal permit fees related to this contract. However, OWNER shall require that CONTRACTOR to pay all fees relative to inspections and re-inspections, as they may be required from time to time.

5.8 Laws and Regulations:

5.8.1 CONTRACTOR shall give all notices and comply with all laws and regulations applicable to furnishing and performance of the Work. Neither OWNER nor OWNER'S REPRESENTATIVE shall be responsible for monitoring CONTRACTOR'S compliance with any laws and regulations.

5.8.2 If CONTRACTOR observes that the Specifications or Drawings are at variance with any laws or regulations, CONTRACTOR shall give OWNER'S REPRESENTATIVE and/or OWNER prompt written notice thereof, and any necessary changes will be authorized by one of the methods indicated in Paragraph 3.4. If CONTRACTOR performs any Work knowing or having reason to know that it is contrary to such laws or regulations, and without such notice to OWNER'S REPRESENTATIVE and/or OWNER, CONTRACTOR shall bear all costs arising therefrom.

5.9 Taxes:

5.9.1 CONTRACTOR shall pay all sales, consumer, use and other similar taxes required to be paid by CONTRACTOR in accordance with the laws and regulations of the State of Florida and its political subdivisions which are applicable during the performance of the Work.

5.10 Use of Premises:

5.10.1 CONTRACTOR shall confine construction equipment, the storage of materials and equipment and the operations of Workers to the Project site and areas identified in and permitted by the Contract Documents and other land and areas permitted by laws and regulations, rights-of-way, permits and easements and shall not unreasonably encumber the premises with construction equipment or other materials or equipment. CONTRACTOR shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof or of any land or areas contiguous thereto, resulting from the performance of the Work. Should any claim be made against OWNER or OWNER'S REPRESENTATIVE by any such owner or occupant because of the performance of the Work, CONTRACTOR shall promptly attempt to settle with such other party by agreement or otherwise resolve the claim. The general indemnification provided elsewhere in this Contract specifically applies to claims arising out of CONTRACTOR'S use of the premises.

5.10.2 During the progress of the Work, CONTRACTOR shall keep the premises free from accumulations of waste materials, rubbish and other debris resulting from the Work. At the completion of the Work CONTRACTOR shall remove all waste materials, rubbish and debris from and about the premises as well as all tools, appliances, construction equipment and machinery, and surplus materials, and shall leave the site clean and ready for occupancy by OWNER. CONTRACTOR shall restore to original condition all property not designated for alteration by the Contract Documents.

5.10.3 CONTRACTOR shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall CONTRACTOR subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

5.11 Record Documents:

CONTRACTOR shall maintain in a safe place at the site one record copy of all Drawings, Specifications, Addenda, Written Amendments, Change Orders, Work Directive Changes, Field Orders and written interpretations and clarifications in good order and annotated to show all changes made during construction. These record Documents together with all approved samples and a counterpart of all approved Shop Drawings will be available to OWNER'S REPRESENTATIVE and/or OWNER for reference. Upon completion of the Work, these record Documents, samples and Shop Drawings will be delivered to OWNER'S REPRESENTATIVE for OWNER.

5.12 Safety and Protection:

- 5.12.1 CONTRACTOR shall provide a construction fence on lots 19 and 20.
- 5.12.2 CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work to prevent damage, injury or loss to all employees on the worksite and other persons and organizations who may be affected thereby; all the Work and materials and equipment to be incorporated therein, whether in storage on or off the site; and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, irrigation systems, roadways, structures, utilities and Underground Facilities not designated for removal, relocation or replacement in the course of construction.
- 5.12.3 CONTRACTOR shall furnish watchmen, flagmen, warning signs, cones, barricades, flashing lights and other necessary safeguards in sufficient numbers and at appropriate locations to protect and divert vehicular and pedestrian traffic from working areas closed to traffic, or to protect any new Work. Such watchmen and flagmen shall be furnished on a twenty-four (24) hour basis when conditions require. CONTRACTOR and all Subcontractors shall take all necessary precautions to guard against and eliminate all possible fire hazards and prevent injury to persons or fire damage to any construction, building materials, equipment, temporary field offices, storage sheds, and all other property, both public and private, particularly when gas or arc welding and cutting is taking place. Open flames including the use of flambeaux are strictly prohibited. No additional payment will be made for signs, barricades, lights, flags, watchmen, flagmen, required fire extinguishing apparatus and personnel, and other protective devices. CONTRACTOR shall not use explosives on the site, nor allow explosives of any type or nature to be brought upon the site of the construction, without the express written approval of OWNER and OWNER'S REPRESENTATIVE. When the use of explosives is authorized by OWNER and OWNER'S REPRESENTATIVE, CONTRACTOR shall exercise the utmost care in handling and usage of such explosives for the protection of life and property. All explosives shall be stored in a safe manner and storage places shall be clearly marked - "DANGEROUS - EXPLOSIVES" and placed in the care of competent watchmen. When such use of explosives becomes necessary, CONTRACTOR shall furnish to OWNER, proof of insurance coverage, adequately providing public liability and property damage insurance as a rider attached to CONTRACTOR'S policies unless otherwise included.
- 5.12.4 CONTRACTOR shall comply with all applicable laws and regulations of any public body having jurisdiction for the safety or persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. CONTRACTOR shall notify owners of Underground Facilities and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation and replacement of their property. All damage, injury or loss to any property caused directly or indirectly by workers employed by and of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, shall

be remedied by CONTRACTOR. CONTRACTOR'S duties and responsibilities for the safety and protection of the Work shall continue until such time as all the Work is completed and OWNER'S REPRESENTATIVE has issued a notice to OWNER and CONTRACTOR in accordance with Paragraph 13.8 that the Work is acceptable (except as otherwise expressly provided in connection with substantial Completion).

- 5.12.5 CONTRACTOR shall designate a responsible representative at the worksite whose duty shall be the prevention of accidents. This person shall be CONTRACTOR'S superintendent unless otherwise designated in writing by CONTRACTOR to OWNER.

5.13 Emergencies:

- 5.13.1 In emergencies affecting the safety or protection of persons or the Work or property at the worksite or adjacent thereto, CONTRACTOR, without special instruction or authorization from OWNER'S REPRESENTATIVE to OWNER, is obligated to act to prevent threatened damage, injury or loss. CONTRACTOR shall give OWNER'S REPRESENTATIVE and/or OWNER prompt written notice if CONTRACTOR believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby. If OWNER'S REPRESENTATIVE and/or OWNER determines that a change in the Contract Documents is required because of the action taken in response to an emergency, a Change Order will be issued or an amendment made through proper procedures to document the consequences of the changes or variations.

- 5.13.2 CONTRACTOR shall be required to remove all materials from the job site and provide safe storage for the same, that may be blown about or become a hazard during a hurricane or windstorm. CONTRACTOR shall also take necessary precautions to remove bulkheads, dams or other structures blocking drains in the event of the threat of flooding condition. No extra pay will be allowed for this Work.

5.14 Shop Drawings and Samples:

- 5.14.1 After checking and verifying all field measurements and after complying with applicable procedures specified in the Project Specifications or plans, CONTRACTOR shall submit to OWNER'S REPRESENTATIVE and/or OWNER for review and approval in accordance with the accepted schedule of Shop Drawing submissions or for other appropriate action if so indicated, five (5) copies of all Shop Drawings, which will bear a stamp or specific written indication that CONTRACTOR has satisfied CONTRACTOR'S responsibilities under the Contract Documents with respect to the review of the submission. All submissions will be identified as OWNER'S REPRESENTATIVE and/or OWNER may require. The data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials and similar data to enable OWNER'S REPRESENTATIVE and/or OWNER to review the information as required.

- 5.14.2 CONTRACTOR shall also submit to OWNER'S REPRESENTATIVE and/or OWNER for review and approval with such promptness as to cause no delay in the Work, all samples required by the Contract Documents. All samples will have been checked by and accompanied by a specific written indication that CONTRACTOR has satisfied CONTRACTOR'S responsibilities under the Contract Documents with respect to the review of the submission and will be identified clearly as to material, Supplier, pertinent data such as catalog numbers and the use for which intended.
- 5.14.3 Before submission of each Shop Drawing or sample CONTRACTOR shall have determined and verified all quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers and similar data with respect thereto and reviewed or coordinated each Shop Drawing or sample with other Shop Drawings and samples and with the requirements of the Work and the Contract Documents.
- 5.14.4 At the time of each submission, CONTRACTOR shall give OWNER'S REPRESENTATIVE and/or OWNER specific written notice of each variation that the Shop Drawings or samples may have from the requirements of the Contract Documents, and, in addition, shall cause a specific notation to be made on each Shop Drawing submitted to OWNER'S REPRESENTATIVE and/or OWNER for review and approval of each such variation. Failure to point out such departures shall not relieve CONTRACTOR from his responsibility to comply with the Contract Documents.

5.15 Continuing the Work

CONTRACTOR shall carry on the Work and adhere to the progress schedule during all disputes or disagreements with OWNER. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, or as CONTRACTOR and OWNER may otherwise agree in writing.

5.16 Indemnification:

- 5.16.1 General Indemnification: The parties agree that one percent (1%) of the total compensation paid to CONTRACTOR for the work of the Contract shall constitute specific consideration to CONTRACTOR for the indemnification to be provided under the Contract. To the fullest extent permitted by laws and regulations, CONTRACTOR shall indemnify, save and hold harmless OWNER, its officers, agents and employees, from or on account of all claims, damages, losses, liabilities and expenses, direct, indirect or consequential, including, but not limited to, fees and charges of OWNER'S REPRESENTATIVE and/or OWNER, architects, attorney's, consultants and other professionals and court and arbitration costs arising out of or resulting from the performance of the Work excluding the sole negligence of OWNER. Such indemnification shall specifically include but not be limited to claims, damages, losses and expenses arising out of or resulting

from (a) any and all bodily injuries, sickness, death, disease; (b) injury to or destruction of tangible personal property, including the loss of use resulting therefrom; (c) other such damages, liabilities or losses received or sustained by any person or persons during or on account of any operations connected with the construction of this project including the warranty period; (d) the use of any improper materials; (e) any construction defect including patent defects; (f) any act or omission of CONTRACTOR or his Subcontractors, agents, servants or employees; (g) the violation of any federal, state, county or Village laws, by-laws, ordinances or regulations by CONTRACTOR, his Subcontractors, agents, servants or employees; (h) the breach or alleged breach by CONTRACTOR of any term of the Contract, including the breach or alleged breach of any warranty or guarantee.

- 5.16.2 Patent and Copyright Indemnification: CONTRACTOR agrees to indemnify, save and hold harmless OWNER, its officers, agents and employees, from all such claims and fees, and from any and all suits and actions of every name and description that may be brought against OWNER, its officers, agents and employees, on account of any claims, fines, fees, royalties, or costs for any invention or patent, and from any and all suits and actions that may be brought against OWNER, its officers, agents and employees for the infringement of any and all copyrights or patent rights claimed by any person, firm, or corporation.
- 5.16.3 Pursuant to the requirements of Florida Statute 752.06, as amended, the indemnification from liability for damages caused in whole or in part by any act, omission or default by OWNER as contained in Paragraph 5.16.1 above, shall be limited to the monetary amount of comprehensive general liability insurance which CONTRACTOR is required to obtain under the Contract. All other indemnification required hereunder shall not be limited to the amount of required comprehensive general liability insurance or any required excess insurance.
- 5.16.4 CONTRACTOR shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever, excluding only those in which the damages arose out of the sole negligence of OWNER, in connection with the foregoing indemnifications, including, but not limited to, reasonable attorney's fees and costs to defend all claims or suits in the name of OWNER when applicable.
- 5.16.5 OWNER reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith including any costs or fees of an appeal shall be the responsibility of CONTRACTOR under the indemnification agreement. Such indemnification shall not be limited to the amount of comprehensive general liability insurance which CONTRACTOR is required to obtain under the Contract. Nothing contained herein is intended nor shall it be construed to waive OWNER'S rights and immunities under the common law or Florida Statute 768.28 as amended from time to time. This obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party described in this Paragraph 5.16 and its subparts.

5.17 Liability for Use of Work for Intended Purposes:

As an inducement for OWNER'S Commission to enter into this agreement, CONTRACTOR has represented an expertise in the construction of and completion of like projects as described in these bid specs. In reliance upon those representations, OWNER hired CONTRACTOR for specified construction services and documents. CONTRACTOR understands and agrees that OWNER intends to utilize said plans for the stated purposes and therefore CONTRACTOR shall be liable for any defective or negligent design, whether patent or latent, as such may be found by a court of competent jurisdiction.

ARTICLE 6 - OTHER WORK

6.1 Related Work at Site:

OWNER may perform other Work related to the Project at the site by OWNER'S own forces, have other Work performed by utility owners or let other direct Contracts thereof which shall contain General Conditions similar to these. Written notice thereof will be given to CONTRACTOR prior to starting any such other Work not previously noticed to CONTRACTOR; and, if CONTRACTOR believes that performance of Work other than that already noticed will involve additional expense to CONTRACTOR or requires additional time and the parties are unable to agree as to the extent thereof, CONTRACTOR may make a claim therefor as provided in this Contract.

ARTICLE 7 - OWNER'S RESPONSIBILITIES - GENERALLY

- 7.1 OWNER shall issue all communications to CONTRACTOR through OWNER'S REPRESENTATIVE and/or OWNER.
- 7.2 OWNER shall furnish the data required of OWNER under the Contract Documents promptly and shall make payments to CONTRACTOR promptly after they are due.
- 7.3 OWNER'S duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in Article 4. Article 4 also refers to OWNER'S identifying and making available to CONTRACTOR copies of reports of explorations and tests of subsurface conditions at the site which are known and readily available to OWNER.
- 7.4 OWNER is obligated to execute Change Orders as indicated in Articles 9, 10 & 11.
- 7.5 OWNER shall have such other responsibilities and rights as are expressed in the Contract Documents.

ARTICLE 8 – OWNER'S REPRESENTATIVE STATUS DURING CONSTRUCTION

8.1 OWNER'S Representative:

OWNER'S REPRESENTATIVE will be OWNER'S representative during the construction period and until final payment is due. The duties and responsibilities and the limitations of authority of OWNER'S REPRESENTATIVE as OWNER'S representative during construction are set forth in the Contract Documents and shall not be extended without written consent of OWNER.

8.2 Visits to Site:

OWNER'S REPRESENTATIVE and/or OWNER will make visits to the site at intervals appropriate to the various stages of construction to observe the progress and quality of the executed Work and to determine, in general, if the Work is proceeding in accordance with the Contract Documents. OWNER'S REPRESENTATIVE and/or OWNER'S efforts will be directed toward providing for OWNER a greater degree of confidence that the completed Work will conform to the Contract Documents. On the basis of such visits and on-site inspections, OWNER'S REPRESENTATIVE shall keep OWNER informed of the progress of the Work and shall endeavor to guard OWNER against defects and deficiencies in the Work.

8.3 Technical Clarifications and Interpretations:

OWNER'S REPRESENTATIVE and/or OWNER will issue with reasonable promptness such written clarifications or interpretations of the technical requirements of the Contract Documents as OWNER'S REPRESENTATIVE and/or OWNER may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents. If CONTRACTOR believes that a written clarification or interpretation justifies an increase in the Contract Price or an extension of the Contract Time and the parties are unable to agree to the amount or extent thereof, CONTRACTOR may make a claim therefor as provided in this Contract. Should CONTRACTOR fail to request interpretation of questionable items in the Contract Documents neither OWNER nor OWNER'S REPRESENTATIVE and/or OWNER will thereafter entertain any excuse for failure to execute the Work in a satisfactory manner.

8.4 Authorized Variations in Work:

OWNER'S REPRESENTATIVE and/or OWNER may authorize minor variations in the Work from the technical requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Time and are consistent with the overall intent of the Contract Documents. These may be accomplished by a field order and will be binding on OWNER, and also on CONTRACTOR who shall perform the Work involved promptly. If CONTRACTOR believes that a field order justifies an increase in the Contract Price or an extension of the Contract Time and the parties are unable to agree as to the amount or extent thereof, CONTRACTOR may make a claim therefor as provided elsewhere in this Contract.

8.5 Rejecting Defective Work:

OWNER'S REPRESENTATIVE and/or OWNER will have the authority to disapprove or reject Work which OWNER'S REPRESENTATIVE and/or OWNER believes to be

defective, and will also have authority to require special inspection or testing of the Work whether or not the Work is fabricated, installed or completed.

8.6 Decisions on Disputes:

OWNER'S REPRESENTATIVE and/or OWNER will be the initial interpreter of the technical requirements of the Contract Documents and the acceptability of the Work thereunder. Claims, disputes and other matters relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents pertaining to the performance and furnishing of the Work and claims under Articles 10 and 11 in respect of changes in the Contract Price or Contract Time will be referred initially to OWNER'S REPRESENTATIVE and/or OWNER in writing with a request for a formal decision in accordance with this Paragraph, which OWNER'S REPRESENTATIVE and/or OWNER will render in writing within a reasonable time. Written notice of each such claim, dispute and other matter will be delivered by the claimant to OWNER'S REPRESENTATIVE and OWNER promptly, but in no event later than three (3) days after the occurrence of the event giving rise thereto, and written supporting data will be submitted to OWNER'S REPRESENTATIVE and OWNER within seven (7) calendar days after such occurrence unless OWNER'S REPRESENTATIVE and/or OWNER allows an additional period of time to ascertain more accurate data in support of the claim. The rendering of a decision by OWNER'S REPRESENTATIVE and/or OWNER with respect to any such claim, dispute or other matter (except any which have been waived by the making or acceptance of final payment as provided in Paragraph 13.8) will be a condition precedent to any exercise by OWNER or CONTRACTOR of such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any such claim, dispute or other matter.

8.7 Limitations on OWNER'S REPRESENTATIVE and/or OWNER'S Responsibilities:

8.7.1 Neither OWNER'S REPRESENTATIVE and/or OWNER'S authority to act under this Article 8 or elsewhere in the Contract Documents nor any decision made by OWNER'S REPRESENTATIVE and/or OWNER in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of OWNER'S REPRESENTATIVE and/or OWNER or CONTRACTOR, any Subcontractor, any supplier, or any other person or organization performing any of the Work, or to any surety for any of them except as such duties and responsibilities are included within the Contract Documents.

8.7.2 OWNER'S REPRESENTATIVE and/or OWNER will not be responsible for the acts or omissions of CONTRACTOR or of any subcontractor, any supplier, or of any other person or organization performing or furnishing any of the Work. OWNER'S REPRESENTATIVE and/or OWNER shall not be responsible for safety measures on the project. This is the responsibility of the CONTRACTOR.

ARTICLE 9 - CHANGES IN THE WORK

- 9.1** OWNER, without invalidating the Agreement, may order changes in the work which do not materially alter the scope and character of the work of the Agreement or the completion date. All such changes in the work shall be authorized by a Change Order. Any individual Change Order which decreases the cost of the work to OWNER or increases the cost of the work by an amount not in excess of ten thousand and xx/100 dollars (\$10,000.00) must be authorized and approved by the Village Manager prior to their issuance. Any individual Change Order which increases the cost of the work to OWNER by an amount which exceeds ten thousand and xx/100 dollars (\$10,000.00) must be formally authorized and approved by the OWNER'S Commission prior to their issuance and before work may begin. No claim against OWNER for extra work in furtherance of such Change Order shall be allowed unless prior approval has been obtained.
- 9.2** If OWNER and CONTRACTOR are unable to agree as to the extent, if any, of an increase or decrease in the Contract Price or an extension or shortening of the Contract Time that should be allowed as a result of a Work Directive Change, a claim may be made therefor as provided in Article 10 or Article 11.
- 9.3** CONTRACTOR shall not be entitled to an increase in the Contract Price or an extension of the Contract Time with respect to any Work performed that is not required by the Contract Documents as amended, modified and supplemented except in the case of an emergency and except in the case of uncovering Work as those situations are addressed herein.
- 9.4** OWNER and CONTRACTOR shall execute appropriate change orders or written amendments covering:
- 9.4.1 Changes in the Work which are ordered by OWNER pursuant to Paragraph 9.1, and are required to correct defective Work or are agreed to by the parties; and
- 9.4.2 Changes in the Contract Price or Contract Time which are agreed to by the parties.
- Provided that, in lieu of executing any such change order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable laws and regulations, but during any such appeal, CONTRACTOR shall carry on the Work and adhere to the progress schedule. Proposed change orders shall be prepared by CONTRACTOR on forms approved by OWNER. When submitted for approval to OWNER they shall carry the signature of the applicable Department Director, OWNER'S REPRESENTATIVE, and CONTRACTOR.
- 9.5** If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Time) is required by the provisions of any Bond to be given to a surety, the giving of any such notice shall be CONTRACTOR'S sole responsibility, and the amount of each applicable bond shall be adjusted accordingly.

ARTICLE 10 - CHANGE OF CONTRACT PRICE

- 10.1** The Contract Price constitutes the total compensation (subject to authorized adjustments) payable to CONTRACTOR for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by CONTRACTOR shall be at his expense without change in the Contract Price.
- 10.2** The Contract Price may only be changed by a Change Order or by a written amendment. Any claim for an increase or decrease in the Contract Price shall be based on written notice delivered to OWNER'S REPRESENTATIVE and/or OWNER promptly (but in no event later than three (3) days after the occurrence of the event giving rise to the amount of the claim with supporting data to be delivered within seven (7) days and shall be accompanied by claimant's written statement that the amount claimed covers all known amounts (direct, indirect and consequential) to which the claimant is entitled as a result of the occurrence of said event. No resolution of a claim for adjustment in the Contract Price shall be effective until approved by OWNER in writing. No claim for an adjustment in the Contract Price will be valid if not submitted in accordance with this Paragraph.
- 10.3** The value of any Work covered by a change order or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways:
- 10.3.1 Where the Work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of the items involved.
- 10.3.2 By mutual acceptance of a lump sum (which may include an allowance for overhead and profit including any subcontractor fees) which shall not exceed 25% of the original contract price as defined herein or contract price as modified by an acceptable change order or written amendment executed by all parties.
- 10.3.3 On the basis of the cost of the Work (determined as provided in Paragraphs 10.4 and 10.5) plus a CONTRACTOR'S Fee for overhead and profit (determined as provided in Paragraphs 10.6 and 10.7).

10.4 Cost of the Work

The term "Cost of the Work" means the sum of all direct costs necessarily incurred and paid by CONTRACTOR in the proper performance of the work. Except as otherwise may be agreed to in writing by OWNER such costs shall be in amounts no higher than those prevailing in the locality of the project, shall include only the following items and shall not include any of the costs itemized in Paragraph 10.5:

- 10.4.1 Payroll costs for employees in the direct employ of CONTRACTOR in the performance of the work under schedules of job classifications agreed upon by OWNER and CONTRACTOR. Payroll costs for employees not employed full time on the work shall be apportioned on the basis of their time spent on the work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, Worker's compensation, health and

retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. Such employees shall include superintendents and foremen at the site. The expenses of performing work after regular working hours, on Saturday, Sunday or legal holidays, shall not be included in the above unless authorized in writing by OWNER.

10.4.2 Cost of all materials and equipment furnished and incorporated in the work, including costs of transportation and storage thereof, and suppliers field services required in connection therewith. All cast discounts, rebates and refunds and all returns from sale of surplus materials and equipment shall accrue to OWNER, and CONTRACTOR shall make provisions so that they may be obtained.

10.4.3 Supplemental costs including the following:

10.4.3.1 Cost, including transportation and maintenance of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the site and hand tools not owned by the brokers, which are consumed in the performance of the work.

10.4.3.2 Rentals of all construction equipment and machinery and the parts thereof, whether rented from CONTRACTOR or others in accordance with rental agreements approved by OWNER with the advice of OWNER'S REPRESENTATIVE and/or OWNER, and the costs, of transportation, loading, unloading, installation, dismantling and removal thereof - all in accordance with terms of said rental agreements. The rental of any such equipment, machinery or parts shall cease when the use thereof is no longer necessary for the work.

10.4.3.3 Sales, consumer, use or similar taxes related to the work and for which CONTRACTOR is liable, imposed by laws and regulations.

10.4.3.4 Royalty payments and fees for permits and licenses.

10.4.3.5 The cost of utilities, fuel and sanitary facilities at the site.

10.4.3.6 Minor expenses such as telegrams, long distance telephone calls, telephone service at the site, expressage and similar petty cash items in connection with the work.

10.4.3.7 Cost of premiums for additional bonds and insurance required because of changes in the work.

10.5 Not Included in the Cost of the Work:

The term cost of the work shall not include any of the following.

- 10.5.1 Payroll costs and other compensation of CONTRACTOR'S officers, executives, principals (of partnership and sole proprietorships), general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks and other personnel employed by CONTRACTOR whether at the site or in CONTRACTOR'S principal or a branch office for general administration of the work and not specifically included in the agreed upon schedule of job classifications referred to in paragraph 10.4.1 - all of which are to be considered administrative costs covered by CONTRACTOR'S fee.
- 10.5.2 Expenses of CONTRACTOR'S principal and branch offices other than CONTRACTOR'S office at the site.
- 10.5.3 Any part of CONTRACTOR'S capital expenses, including interest on CONTRACTOR'S capital employed for the work and charges against CONTRACTOR for delinquent payments.
- 10.5.4 Costs due to the negligence of CONTRACTOR, any subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective work, disposal of materials or equipment wrongly supplied and making good any damage to property.
- 10.5.5 Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 10.4.

10.6 CONTRACTOR'S Fee:

CONTRACTOR'S fee allowed to CONTRACTOR for overhead and profit shall be determined as follows:

- 10.6.1 A mutually acceptable negotiated fee:
 - 10.6.1.1 For costs incurred under Paragraphs 10.4.1 and 10.4.2, CONTRACTOR'S fee shall not exceed ten percent (10%).
 - 10.6.1.2 No fee shall be payable on the basis of costs itemized under Paragraphs 10.4.3.1, 10.4.3.2, 10.4.3.3, 10.4.3.4, 10.4.3.5, 10.4.3.6, 10.4.3.7, 10.5, 10.5.1, 10.5.2, 10.5.3, 10.5.4, 10.5.5 and 10.5.6.
 - 10.6.1.3 The amount of credit to be allowed by CONTRACTOR to OWNER for any such change which results in a net decrease in cost will be the amount of the actual net decrease plus a deduction in CONTRACTOR'S fee by an amount equal to ten percent (10%) for the net decrease.
 - 10.6.1.4 When both additions and credits are involved in any one change the combined overhead and profit shall be figured on the basis of

net increase if any, however, profit will not be paid on any work not performed.

10.7 Cost Breakdown Required:

Whenever the cost of any work is to be determined pursuant to Paragraphs 10.4 or 10.5 CONTRACTOR will submit in a form acceptable to OWNER'S REPRESENTATIVE and/or OWNER an itemized cost breakdown together with supporting data.

ARTICLE 11 - CONTRACT TIME

11.1 Commencement:

The date of commencement of the Work is the date established in the Notice to Proceed.

11.2 Time of Substantial Completion:

The date of substantial completion of the Work or designated portion thereof is the date certified by OWNER'S REPRESENTATIVE and/or OWNER when construction is sufficiently complete, in accordance with the Contract Documents, so OWNER can occupy or utilize the Work or designated portion thereof for the purposes for which it is intended.

11.3 Change of Contract Time:

11.3.1 All time limits stated in the Contract Documents are of the essence of the Agreement. NO CLAIM FOR DAMAGES OR ANY CLAIM OTHER THAN FOR AN EXTENSION OF TIME SHALL BE MADE OR ASSERTED AGAINST THE OWNER BY REASON OF ANY DELAYS. CONTRACTOR shall not be entitled to an increase in the Contract Price or payment or compensation of any kind from OWNER 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, whether such delay, disruption, interference be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable; provided, however, that this provision shall not preclude recovery of damages by CONTRACTOR for hindrances or delays due solely to fraud, bad faith or active interference on the part of OWNER or its agents. Otherwise, CONTRACTOR shall be entitled only to extensions of the Contract Time as the sole and exclusive remedy for such resulting delay, in accordance with and to that extent specifically provided above. No extension of time shall be granted for delays resulting from normal weather conditions prevailing in the area as defined by the average of the last ten (10) years of weather data as recorded by the United States Department of Commerce, National Oceanic and Atmospheric Administration at the Fort Lauderdale Weather Station.

11.3.2 **NO RECOVERY FOR EARLY COMPLETION.** If the CONTRACTOR submits a schedule or expresses an intention to complete the Work earlier than any required milestone or completion date, the OWNER shall not be liable to the

CONTRACTOR for any costs incurred because of delay or hindrance should the CONTRACTOR be unable to complete the Work before such milestone or completion date. The duties, obligations and warranties of the OWNER to the CONTRACTOR shall be consistent with and applicable only to the completion of the work and completion dates set forth in these Construction Services General Conditions.

- 11.3.3 The Contract Time may only be changed by a change order or a written amendment. Any claim for extension of time shall be made in writing to OWNER'S REPRESENTATIVE and/or OWNER not more than three (3) days after the detection or beginning of the occurrence of the event giving rise to the delay and stating the general nature of the claim; otherwise, it shall be waived. In the case of a continuing delay only one claim is necessary. CONTRACTOR shall provide an estimate of the probable effect of such delay on the progress of the Work.

11.4 Liquidated Damages:

Upon failure of CONTRACTOR to complete the Work within the time specified for final completion, (plus approved extensions if any) CONTRACTOR shall pay to OWNER the sum of five hundred dollars (\$500.00) for each calendar day that the substantial completion of the Work is delayed beyond the time specified in the Contract for substantial completion, as fixed and agreed liquidated damages and not as a penalty. After substantial completion, if CONTRACTOR neglects, fails or refuses to complete the remainder of the Work within the Contract Time or any approved extension thereof, CONTRACTOR shall pay to OWNER the sum of one hundred dollars (\$100.00) for each calendar day (plus approved extensions if any) after the time specified in the Contract for final completion and readiness for final payment as fixed and agreed liquidated damages and not as a penalty. Liquidated damages are hereby fixed and agreed upon between the parties, recognizing the impossibility of precisely ascertaining the amount of damages that will be sustained by OWNER as a consequence of such delay and both parties desiring to obviate any question of dispute concerning the amount of said damages and the cost and effect of the failure of CONTRACTOR to complete the Contract on time. Regardless of whether or not a single Contract is involved, the above-stated liquidated damages shall apply separately to each portion of the Work for which a time of completion is given. OWNER shall have the right to deduct from and retain out of moneys which may be then due or which may become due and payable to CONTRACTOR, the amount of such liquidated damages and if the amount retained by OWNER is insufficient to pay in full such liquidated damages, the CONTRACTOR shall pay in full such liquidated damages. CONTRACTOR shall be responsible for reimbursing OWNER, in addition to liquidated damages or other per day damages for delay, for all costs of engineering, architectural fees, and inspection and other costs incurred in administering the construction of the project beyond the completion date specified or beyond an approved extension of time granted to CONTRACTOR whichever is later.

ARTICLE 12 - WARRANTY AND GUARANTEE; TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

12.1 Warranty and Guarantee:

CONTRACTOR warrants and guarantees to OWNER and OWNER'S REPRESENTATIVE that all Work will be in accordance with the Contract Documents and will not be defective. Prompt notice of all defects shall be given to CONTRACTOR. All defective Work, whether or not in place, may be rejected, corrected or accepted. CONTRACTOR warrants to OWNER that the consummation of the Work provided for in the Contract Documents will not result in the breach of any term or provisions of, or constitute a default under any indenture, mortgage, Contract, or agreement to which CONTRACTOR is a party. CONTRACTOR warrants that there has been no violation of copyrights or patent rights in connection with the Work of the Contract.

12.2 Access to Work:

OWNER'S REPRESENTATIVE and other representatives of OWNER, testing agencies and governmental agencies with jurisdictional interests shall have access to the Work at reasonable times for their observation, inspecting and testing. CONTRACTOR shall provide proper and safe conditions for such access.

12.3 Tests and Inspection:

- 12.3.1 CONTRACTOR shall give OWNER'S REPRESENTATIVE and/or OWNER or Village Building Division Inspector timely notice of readiness of the Work for all required inspections, tests or approvals.
- 12.3.2 CONTRACTOR shall assume full responsibility, pay all costs in connection therewith and furnish OWNER'S REPRESENTATIVE and/or OWNER the required certificates of inspection, testing or approval for all materials, equipment or the Work or any part thereof unless otherwise specified herein.
- 12.3.3 If any Work (including the Work of others) that is to be inspected, tested or approved is covered without written concurrence of OWNER'S REPRESENTATIVE and/or OWNER, it must, if requested by OWNER'S REPRESENTATIVE and/or OWNER, be uncovered for examination and properly restored at CONTRACTOR'S expense. Such uncovering shall be at CONTRACTOR'S expense unless CONTRACTOR has given OWNER'S REPRESENTATIVE and/or OWNER timely notice of CONTRACTOR'S intention to cover the same and OWNER'S REPRESENTATIVE and/or OWNER has not acted with reasonable promptness in response to such notice.
- 12.3.4 Neither observations by OWNER'S REPRESENTATIVE and/or OWNER nor inspections, tests or approvals by others shall relieve CONTRACTOR from CONTRACTOR'S obligations to perform the Work in accordance with the Contract Documents.

12.4 Uncovering the Work:

- 12.4.1 If any work is covered contrary to the written request of OWNER'S REPRESENTATIVE and/or OWNER, it must, if requested by OWNER'S REPRESENTATIVE and/or OWNER, be uncovered for OWNER'S REPRESENTATIVE and/or OWNER'S observation and replaced at CONTRACTOR'S expense.
- 12.4.2 If OWNER'S REPRESENTATIVE and/or OWNER considers it necessary or advisable that covered work be observed by OWNER'S REPRESENTATIVE and/or OWNER of inspected or tested by others, CONTRACTOR, at OWNER'S REPRESENTATIVE and/or OWNER'S request, shall uncover, expose or otherwise make available for observation, inspection or testing as OWNER'S REPRESENTATIVE and/or OWNER may require, that portion of the work in question, furnishing all necessary labor, material and equipment. If it is found that such work is defective, CONTRACTOR shall bear all direct, indirect and consequential costs of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction (including but not limited to fees and charges of engineers, architects, attorneys and other professional(s), and OWNER shall be entitled to an appropriate decrease in the contract price, and if the parties are unable to agree as to the amount thereof, may make a claim therefore as provided in the contract documents. If, however, such work is found to be defective, CONTRACTOR shall be allowed an increase in the contract price or an extension of the contract time, or both, directly attributable to such uncovering and, if the parties are unable to agree as to the amount or extent thereof, CONTRACTOR may make a claim therefore as provided in the contract documents.

12.5 OWNER May Stop the Work:

If the Work is defective, or CONTRACTOR fails to supply sufficient skilled Workers or suitable materials or equipment, or fails to furnish or perform the Work in such a way that the completed Work will conform to the Contract Documents, OWNER may order CONTRACTOR to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of OWNER to stop the Work shall not give rise to any duty on the part of OWNER to exercise this right for the benefit of CONTRACTOR or any other party.

12.6 Correction or Removal of Defective Work:

If required by OWNER'S REPRESENTATIVE and/or OWNER, CONTRACTOR shall promptly, as directed, either correct all defective Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by OWNER'S REPRESENTATIVE and/or OWNER, remove it from the site and replace it with non-defective Work. CONTRACTOR shall bear all direct, indirect and consequential costs of such correction or removal (including but not limited to fees and charges of engineers, architects, attorneys and other professionals) made necessary thereby.

12.7 One Year Correction Period:

If within one (1) year after the date of completion or such longer period of time as may be prescribed by laws or regulations or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any Work is found to be defective, CONTRACTOR shall promptly, without cost to OWNER and in accordance with OWNER'S written instructions, either correct such defective Work, or, if it has been rejected by OWNER, remove it from the site and replace it with non-defective Work. If CONTRACTOR does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, OWNER may have the defective Work corrected or the rejected Work removed and replaced, and all direct, indirect and consequential costs of such removal and replacement (including but not limited to fees and charges of engineers, architects, attorneys and other professionals) will be paid by CONTRACTOR. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications or by written amendment.

ARTICLE 13 - PAYMENTS TO CONTRACTOR AND COMPLETION

13.1 Schedule of Values:

The schedule established as provided in Paragraph 2.4 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to OWNER'S REPRESENTATIVE and/or OWNER.

13.2 Application for Progress Payment:

At least ten (10) days before each progress payment is scheduled (but not more often than once a month), CONTRACTOR shall submit to OWNER'S REPRESENTATIVE and/or OWNER for review an Application for Payment filled out and signed by CONTRACTOR covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice or other documentation warranting that OWNER has received the materials and equipment free and clear of all liens, charges, security interests and encumbrances (which are hereinafter in these Construction Services General Conditions referred to as "Liens") and evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect OWNER'S interest therein, all of which will be satisfactory to OWNER. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

13.3 CONTRACTOR'S Warranty of Title:

CONTRACTOR warrants and guarantees that title to all Work, materials and equipment covered by an Application for Payment, whether incorporated in the Project or not, will pass to OWNER no later than the time of final payment free and clear of all Liens.

13.4 Review of Applications for Progress Payments:

OWNER'S REPRESENTATIVE and/or OWNER will, within ten (10) days after receipt of each Application for Payment, either indicate in writing a recommendation of payment, or return the Application to CONTRACTOR indicating in writing OWNER'S REPRESENTATIVE and/or OWNER'S reasons for refusing to recommend payment. In the latter case, CONTRACTOR may make the necessary corrections and resubmit the Application. OWNER shall make payment to CONTRACTOR within thirty (30) calendar days after approval by the OWNER'S REPRESENTATIVE and/or OWNER of CONTRACTOR'S requisition for payment.

13.5 Grounds for Refusal:

OWNER'S REPRESENTATIVE and/or OWNER may refuse to recommend the whole or any part of any payment if, in OWNER'S REPRESENTATIVE and/or OWNER'S opinion, it would be incorrect to make such representation to OWNER. OWNER'S REPRESENTATIVE and/or OWNER may also refuse to recommend any such payment, or, because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any such payment previously recommended, to such extent as may be necessary in OWNER'S REPRESENTATIVE'S opinion to protect OWNER from loss because:

- 13.5.1 The Work is defective, or completed Work has been damaged requiring correction or replacement.
- 13.5.2 The Contract Price has been reduced by Written Amendment or Change Order.
- 13.5.3 Of OWNER'S REPRESENTATIVE and/or OWNER'S actual knowledge of the occurrence of any of the events outlined elsewhere in the Contract Documents that represent grounds for refusal of payment in whole or part. OWNER may refuse to make payment of the full amount recommended by OWNER'S REPRESENTATIVE because claims have been made by OWNER on account of CONTRACTOR'S performance or furnishing of the Work or Liens have been filed in connection with the Work or there are other items entitling OWNER to a set-off against the amount recommended, but OWNER must give CONTRACTOR written notice stating the reasons for such action within a reasonable time from receipt of OWNER'S REPRESENTATIVE and/or OWNER'S recommendation for payment on that matter.

13.6 Final Inspection:

Upon written notice from CONTRACTOR that the entire Work or an agreed portion thereof is complete, OWNER'S REPRESENTATIVE and/or OWNER will make a final inspection with OWNER and CONTRACTOR and will notify CONTRACTOR in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. CONTRACTOR shall immediately take such measures as are necessary to remedy such deficiencies.

13.7 Final Application for Payment:

After CONTRACTOR has completed all such corrections to the satisfaction of OWNER'S REPRESENTATIVE and OWNER and delivered all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, marked up record Documents and other Documents - all as required by the Contract Documents, and after OWNER'S REPRESENTATIVE and/or OWNER has indicated that the Work is acceptable, CONTRACTOR may make application for final payment following the procedure for progress payments. The final Application for Payment shall be accompanied by all documentation called for in the Contract Documents, together with complete and legally effective releases or waivers (satisfactory to OWNER) of all Liens arising out of or filed in connection with the Work. In lieu thereof and as approved by OWNER, CONTRACTOR may furnish receipts or releases in full; an affidavit of CONTRACTOR that the releases and receipts include all labor, services, material and equipment for which a Lien could be filed, and that all payrolls, material and equipment bills, and other indebtedness connected with the Work for which OWNER or OWNER'S property might in any way be responsible, have been paid or otherwise satisfied; and consent of the surety, if any, to final payment. If any Subcontractor or supplier fails to furnish a release or receipt in full, CONTRACTOR may furnish a bond or other collateral satisfactory to OWNER to indemnify OWNER against any lien. In addition, CONTRACTOR shall also submit with the final application for payment, the completed set of "As-Built" prints for review and approval. Final payment to CONTRACTOR shall not be made until said prints have been reviewed and approved by OWNER'S REPRESENTATIVE and/or OWNER. Prior to approval, if necessary, the prints may be returned to CONTRACTOR for changes or modifications and if in the opinion of OWNER'S REPRESENTATIVE and/or OWNER they do not represent correct or accurate "AS-BUILTS".

13.8 Final Payment and Acceptance:

- 13.8.1 If, on the basis of OWNER'S REPRESENTATIVE and/or OWNER'S observation of the Work during construction and final inspection, and OWNER'S REPRESENTATIVE and/or OWNER'S review of the final Application for Payment and accompanying documentation - all as required by the Contract Documents, OWNER'S REPRESENTATIVE and/or OWNER is satisfied that the Work has been completed and CONTRACTOR'S other obligations under the Contract Documents have been fulfilled, OWNER'S REPRESENTATIVE and/or OWNER will, within ten (10) days after receipt of the final Application for Payment, indicate in writing OWNER'S REPRESENTATIVE and/or OWNER'S recommendation of payment and present the Application to OWNER for payment. Thereupon OWNER'S REPRESENTATIVE and/or OWNER will give written notice to OWNER and CONTRACTOR that the Work is acceptable. Otherwise, OWNER'S REPRESENTATIVE and/or OWNER will return the Application to CONTRACTOR, indicating in writing the reasons for refusing to recommend final payment, in which case CONTRACTOR shall make the necessary corrections and resubmit the Application. Thirty (30) days after presentation to OWNER of the Application and accompanying documentation, in appropriate form and substance, and with OWNER'S REPRESENTATIVE and/or OWNER'S

recommendation and notice of acceptability, the amount recommended by OWNER'S REPRESENTATIVE and/or OWNER will become due and will be paid by OWNER to CONTRACTOR.

- 13.8.2 If, through no fault of CONTRACTOR, final completion of the Work is significantly delayed and if OWNER'S REPRESENTATIVE and/or OWNER so confirms, OWNER shall, upon receipt of CONTRACTOR'S final Application for Payment and recommendation of OWNER'S REPRESENTATIVE and/or OWNER, and without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by OWNER for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if bonds have been furnished as required, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by CONTRACTOR to OWNER'S REPRESENTATIVE and/or OWNER with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.
- 13.8.3 Any moneys not paid by OWNER when claimed to be due to CONTRACTOR under this Contract shall not be subject to interest, including but not limited to pre-judgment interest.

13.9 CONTRACTOR'S Continuing Obligation:

CONTRACTOR'S obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. Neither recommendation of any progress or final payment by OWNER'S REPRESENTATIVE and/or OWNER, nor any payment by OWNER to CONTRACTOR under the Contract Documents, nor any use or occupancy of the Work or any part thereof by OWNER, nor any act of acceptance by OWNER nor any failure to do so, nor any review and approval of a Shop Drawing or sample submission, nor the issuance of a notice of acceptability by OWNER'S REPRESENTATIVE and/or OWNER, nor any correction of defective Work by OWNER will constitute an acceptance of Work not in accordance with the Contract Documents or a release of CONTRACTOR'S obligation to perform the Work in accordance with the Contract Documents.

13.10 Waiver of Claims:

The acceptance of final payment shall constitute a waiver of all claims by CONTRACTOR against OWNER other than those previously made in writing and still unsettled as of the date of final payment.

13.11 OWNER May Suspend Work:

OWNER may, at any time and without cause, suspend the Work or any portion thereof for a period of not more than ninety (90) days by notice in writing to CONTRACTOR and OWNER'S REPRESENTATIVE and/or OWNER which will fix the date on which

Work will be resumed. CONTRACTOR shall resume the Work on the date so fixed. CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension if CONTRACTOR makes an approved claim therefor as provided in the Contract Documents.

13.12 OWNER May Terminate:

Upon the occurrence of any one or more of the following events:

- 13.12.1 If CONTRACTOR commences a voluntary case under any chapter of the Bankruptcy Code as now or hereafter in effect, or if CONTRACTOR takes any equivalent or similar action by filing a petition or otherwise under any other federal or state law in effect at such time relating to the bankruptcy or insolvency.
- 13.12.2 If a petition is filed against CONTRACTOR under any chapter of the Bankruptcy Code as now or hereafter in effect at the time of filing, or if a petition is filed seeking any such equivalent or similar relief against CONTRACTOR under any other federal or state law in effect at the time relating to bankruptcy or insolvency.
- 13.12.3 If CONTRACTOR makes a general assignment for the benefit of creditors.
- 13.12.4 If a trustee, receiver, custodian or agent of CONTRACTOR is appointed under applicable law or under Contract, whose appointment or authority to take charge of property of CONTRACTOR is for the purpose of enforcing a Lien against such property or for the purpose of general administration of such property for the benefit of CONTRACTOR'S creditors.
- 13.12.5 If CONTRACTOR admits in writing an inability to pay its debts generally as they become due.
- 13.12.6 If CONTRACTOR persistently fails to perform the Work in accordance with the Contract Documents (including but not limited to, failure to supply sufficient skilled Workers or suitable materials or equipment or failure to adhere to the progress schedule as same may be revised from time to time).
- 13.12.7 If CONTRACTOR disregards laws or regulations of any public body having jurisdiction.
- 13.12.8 If CONTRACTOR disregards the authority of OWNER'S REPRESENTATIVE and/or OWNER.
- 13.12.9 If CONTRACTOR otherwise violates in any substantial way any provisions of the Contract Documents.

OWNER may, after giving CONTRACTOR and the surety seven (7) days written notice and to the extent permitted by laws and regulations, terminate the services of CONTRACTOR, exclude CONTRACTOR from the site and take possession of the Work and of all CONTRACTOR'S tools, appliances, construction equipment and machinery at the site and use the same to full extent they could be used by CONTRACTOR (without liability to CONTRACTOR for trespass or conversion), incorporate in the Work all materials and equipment stored at the site or for which OWNER has paid CONTRACTOR but which are stored elsewhere, and finish the Work as OWNER may deem expedient. In such case CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds the direct, indirect and consequential costs of completing the Work (including but not limited to fees and charges of engineers, architects, attorneys and other professionals and court and arbitration costs) such excess will be paid to CONTRACTOR. If such costs exceed such unpaid balance, CONTRACTOR shall pay the difference to OWNER. Such costs incurred by OWNER will be approved as to reasonableness by OWNER'S REPRESENTATIVE and/or OWNER and incorporated in a Change Order, but when exercising any rights or remedies under this Paragraph OWNER shall not be required to obtain the lowest price for the Work performed.

- 13.12.10 Where CONTRACTOR'S services have been so terminated by OWNER, the termination will not affect any rights or remedies of OWNER against CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of moneys due CONTRACTOR by OWNER will not release CONTRACTOR from liability.

13.13 Termination for Convenience of OWNER:

Upon seven (7) days written notice delivered by certified mail to CONTRACTOR, OWNER may, without cause and without prejudice to any other right or remedy, terminate the agreement for OWNER'S convenience whenever OWNER determines that such termination is in the best interests of OWNER. Where the agreement is terminated for the convenience of OWNER, the notice of termination to CONTRACTOR must state that the Contract is being terminated for the convenience of the OWNER under the termination clause, the effective date of the termination and the extent of termination. Upon receipt of the notice of termination for convenience, CONTRACTOR shall promptly discontinue all Work at the time and to the extent indicated on the notice of termination, terminate all outstanding Subcontractors and purchase orders to the extent that they relate to the terminated portion of the Contract, and refrain from placing further orders and subcontracts, except as they may be necessary, and complete any continued portions of the work.

13.14 Termination by CONTRACTOR:

If the Work should be stopped under an order of any court of other public authority for a period of more than ninety (90) days through no act or fault of CONTRACTOR or of anyone employed by him, or if OWNER'S REPRESENTATIVE and/or OWNER fails to review and approve or state in writing reasons for non-approval of any application for payment within thirty (30) days after it is submitted or if OWNER fails to pay CONTRACTOR within thirty (30) days after presentation by OWNER'S REPRESENTATIVE and/or OWNER of any sum determined to be due, then CONTRACTOR may, upon ten (10) days written notice to OWNER and OWNER'S REPRESENTATIVE stop Work or terminate this Contract and recover from OWNER, payment for all Work executed and any expense sustained. The provisions of this Paragraph shall not relieve CONTRACTOR of the obligations to carry on the Work in accordance with the progress schedule and without delay during disputes and disagreements with OWNER.

ARTICLE 14 - NOTICES & COMPUTATION OF TIME

14.1 Giving Notice:

All notices required by any of the Contract Documents shall be in writing and shall be deemed delivered upon mailing by certified mail, return receipt requested to the following:

CONTRACTOR:

The business address of CONTRACTOR is: as stated in contract

OWNER: Village of Biscayne Park

The business address of OWNER is: Village Hall
640 NE 114th Street
Biscayne Park, FL 33161

14.2 Computation of Time:

When any period of time is referred to in the Contract Documents by days it will be calendar days and it will be computed to exclude the first and include the last day of such period. If the last day of the final amended contract time falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation. A calendar day of twenty-four (24) hours measured from midnight to the next midnight shall constitute a day.

ARTICLE 15 – MISCELLANEOUS

15.1 Should OWNER or CONTRACTOR suffer injury or damage to person or property because of any error, omission or act of the other party or of any of the other party's employees or agents or others for whose acts the other party is legally liable, claim will be made in writing to the other party within a reasonable time of the first observance of such injury or damage. The provisions of this Paragraph 15.1 shall not be construed as a

substitute for or a waiver of the provisions of any applicable statute of limitations or repose.

- 15.2** The duties and obligations imposed by these Construction Services General Conditions and the rights and remedies available hereunder to the parties hereto, and, in particular but without limitation, the warranties, guaranties and obligations imposed upon CONTRACTOR and all of the rights and remedies available to OWNER and OWNER'S REPRESENTATIVE thereunder, are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available to any or all of them which are otherwise imposed or available by laws or regulations, by special warranty or guarantee or by other provisions of the Contract Documents, and the provisions of this Paragraph will be as effective as if repeated specifically in the Contract Documents, and the provisions of this Paragraph will survive final payment and termination or completion of the Agreement.
- 15.3** CONTRACTOR shall not assign or transfer the Contract or its rights, title or interests therein without OWNER'S prior written approval. The obligations undertaken by CONTRACTOR pursuant to the Contract shall not be delegated or assigned to any other person or firm unless OWNER shall first consent in writing to the assignment. Violation of the terms of this Paragraph shall constitute a breach of Contract by CONTRACTOR and the OWNER may, at its discretion, cancel the Contract and all rights, title and interest of CONTRACTOR shall thereupon cease and terminate.
- 15.4** OWNER reserves the right to audit the records (pertaining to this project) of CONTRACTOR at any time during the performance and term of the Contract and for a period of three (3) years after completion and acceptance by OWNER. If required by OWNER, CONTRACTOR agrees to submit to an audit by an independent certified public accountant selected by OWNER. CONTRACTOR shall allow OWNER to inspect, examine and review the records of CONTRACTOR at any and all times during normal business hours during the term of the Contract.

ARTICLE 16 - BONDS AND INSURANCE

16.1 Construction, Payment and Performance Bonds:

Within fifteen (15) calendar days after issuance of Notice of Award, but in any event prior to commencing Work, CONTRACTOR shall execute and furnish to OWNER a performance bond and a payment bond, each written by a corporate surety authorized to do business in the State of Florida and having been in business with a record of successful continuous operation for at least five (5) years. The surety shall hold a current certificate of authority from the Secretary of Treasury of the United States as an acceptable surety on federal bonds in accordance with United States Department of Treasury Circular No. 570. If the amount of the Bond exceeds the underwriting limitation set forth in the circular, in order to qualify, the net retention of the surety company shall not exceed the underwriting limitation in the circular and the excess risks must be protected by coinsurance, reinsurance, or other methods, in accordance with Treasury Circular 297, revised September 1, 1978 (31 DFR, Section 223.10, Section 223.11). Further, the surety company shall provide OWNER with evidence satisfactory to OWNER, that such excess

risk has been protected in an acceptable manner. The surety company shall have at least the following minimum qualifications in accordance with the latest edition of A.M. Best's Insurance Guide, published by Alfred M. Best Company, Inc., Ambest Road, Oldwick, New Jersey 08858:

Financial Stability A
Financial Size VIII

Two (2) separate bonds are required and both must be approved by the Village Commission. The penal sum stated in each bond shall be the amount equal to the total amount payable under the Contract. The performance bond shall be conditioned that CONTRACTOR perform the Contract in the time and manner prescribed in the Contract. The payment bond shall be conditioned that CONTRACTOR promptly make payments to all persons who supply CONTRACTOR with labor, materials and supplies used directly or indirectly by CONTRACTOR in the prosecution of the Work provided for in the Contract and shall provide that the surety shall pay the same in the amount not exceeding the sum provided in such bonds, together with interest at the maximum rate allowed by law; and that they shall indemnify and save and hold harmless OWNER to the extent of any and all payments in connection with the carrying out of said Contract which OWNER may be required to make under the law.

16.2 Bonds, Reduction After Final Payment:

Such bonds shall continue in effect for one (1) year after final payment becomes due except as otherwise provided by law or regulation or by the Contract Documents with the final sum of said bonds reduced after final payment to an amount equal to twenty five percent (25%) of the Contract Price, or an additional bond shall be conditioned that CONTRACTOR shall correct any defective or faulty Work or material which appears within one (1) year after final completion of the Contract, upon notification by the OWNER except in Contracts which are concerned solely with demolition Work, in which case the twenty five percent (25%) shall not be applicable.

16.3 Duty to Substitute Surety:

If the surety on any Bond furnished by CONTRACTOR is declared bankrupt or becomes insolvent or its right to do business is terminated in the State of Florida or it ceases to meet the requirements of other applicable laws or regulations, CONTRACTOR shall within five (5) days thereafter substitute another bond and surety, both of which must be acceptable to OWNER.

16.4 INSURANCE

16.4.1 Bidders must submit copies of their current certificate(s) of insurance together with the Bid. Failure to do so may cause rejection of the Bid.

16.4.2 PRIOR TO AWARD OF THE CONTRACT, THE SUCCESSFUL BIDDER SHALL SUBMIT CERTIFICATE(S) OF INSURANCE

EVIDENCING THE REQUIRED COVERAGES AND SPECIFICALLY PROVIDING THAT THE VILLAGE OF BISCAYNE PARK IS AN ADDITIONAL NAMED INSURED OR ADDITIONAL INSURED WITH RESPECT TO THE REQUIRED COVERAGE AND THE OPERATIONS OF THE SUCCESSFUL BIDDER UNDER THE CONTRACT. Insurance Companies selected must be acceptable the VILLAGE. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be canceled, materially changed or renewal refused until at least thirty (30) calendar days written notice has been given to VILLAGE by certified mail.

16.4.3 The Successful Bidder shall procure and maintain at its own expense and keep in effect during the full term of the Contract a policy or policies of insurance which must include the following coverage and minimum limits of liability:

(a) Worker's Compensation Insurance for statutory obligations imposed by Worker's Compensation or Occupational Disease Laws, including, where applicable, the United States Longshoremen's and Harbor Worker's Act, the Federal Employer's Liability Act and the Homes Act. Employer's Liability Insurance shall be provided with a minimum of One Hundred Thousand and xx/100 dollars (\$100,000.00) per accident. Successful Bidder shall agree to be responsible for the employment, conduct and control of its employees and for any injury sustained by such employees in the course of their employment.

(b) Comprehensive Automobile Liability Insurance for all owned, non-owned and hired automobiles and other vehicles used by the Successful Bidder in the performance of the work with the following minimum limits of liability:

\$1,000,000.00	Combined Single Limit, Bodily Injury and Property Damage Liability per occurrence
----------------	---

(c) Comprehensive General Liability with the following minimum limits of liability:

\$1,000,000.00	Combined Single Limit, Bodily Injury and Property Damage Liability per occurrence
----------------	---

Coverage shall specifically include the following with minimum limits not less than those required for Bodily Injury Liability and Property Damage:

1. Premises and Operations;

2. Independent Contractors;
3. Product and Completed Operations Liability;
4. Broad Form Property Damage;
5. Broad Form Contractual Coverage applicable to the Contract and specifically confirming the indemnification and hold harmless agreement in the Contract; and
6. Personal Injury coverage with employment contractual exclusions removed and deleted.

- 16.4.4 CONTRACTOR shall maintain the Products/Completed Operations Liability Insurance for a period of at least two (2) years after final payment for the Work and furnish OWNER with evidence of continuation of such insurance at final payment.
- 16.4.5 The required insurance coverage shall be issued by an insurance company authorized and licensed to do business in the State of Florida, with the following minimum qualifications in accordance with the latest edition of A.M. Best's Insurance Guide:
- Financial Stability B+ to A+
- 16.4.6 The Successful Bidder shall require each of its sub-contractors of any tier to maintain the insurance required herein (except as respects limits of coverage for employers and public liability insurance which may not be less than \$1,000,000.00 for each category), and the Successful Bidder shall provide verification thereof to VILLAGE upon request of VILLAGE.
- 16.4.7 All required insurance policies shall preclude any underwriter's rights of recovery or subrogation against VILLAGE with the express intention of the parties being that the required insurance coverage protects both parties as the primary coverage for any and all losses covered by the above described insurance.
- 16.4.8 The Successful Bidder shall ensure that any company issuing insurance to cover the requirements contained in this Contract agrees that they shall have no recourse against VILLAGE for payment or assessments in any form on any policy of insurance.
- 16.4.9 The clauses "other Insurance Provisions" and "Insurers Duties in the Event of an Occurrence, Claim or Suit" as it appears in any policy of insurance in which VILLAGE is named as an additional named insured shall not apply to VILLAGE. VILLAGE shall provide written notice of occurrence within fifteen (15) working days of VILLAGE's actual notice of such an event.
- 16.4.10 The Successful Bidder shall not commence work under the Contract until after he has obtained all of the minimum insurance herein described.

6.4.11 The Successful Bidder agrees to perform the work under the Contract as an independent contractor, and not as a sub-contractor, agent or employee of VILLAGE.

16.4.12 Violation of the terms of this paragraph and its sub-parts shall constitute a breach of the Contract and VILLAGE, at its sole discretion, may cancel the Contract and all rights, title and interest of the Successful Bidder shall thereupon cease and terminate.

16.5 OWNER'S Liability and Insurance:

OWNER shall not be responsible for purchasing and maintaining any insurance to protect the interests of CONTRACTOR, subcontractors or others on the Work. OWNER specifically reserves all statutory and common law rights and immunities and nothing herein is intended to limit or waive same including, but not limited to, the procedural and substantive provisions of Florida Statute 768.28 and Florida Statute 95.11.

**BID FORM FOR
BID NO.**

SUBMITTED TO: Village of Biscayne Park
640 NE 114th Street
Biscayne Park, Florida 33161

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with VILLAGE to perform all work as specified in the Bid Documents for the price(s) and within the time indicated in this Bid, and in accordance with the terms and conditions of the Bid Documents.
2. Bidder accepts and hereby incorporates by reference in this Bid Form all of the terms and conditions of the Invitation to Bid and Instructions to Bidders, including without limitation those pertaining to the disposition of Bid Security.
3. Bidder has examined the site of the project and has become fully informed concerning the local conditions, and nature and extent of work. Bidder has examined the indemnification and liquidated damages provisions, if any, and the bond and insurance requirements of the bid, and accepts and agrees to abide by those terms and conditions without exception or limitation of any kind.
4. Bidder has given the Purchasing Administrator written notice of all conflicts, errors or discrepancies that it has discovered in the Bid and/or Contract documents and the written resolution thereof by the Purchasing Administrator is acceptable to Bidder.
5. Bidder proposes to furnish all labor, materials, equipment, machinery, tools, transportation, supplies, services, and supervision for the work described as follows:

PUBLIC SAFETY AND ADMINISTRATION ANNEX CONSTRUCTION

6. Bidder will complete the work for the following price(s): \$ _____
7. Bidder agrees that the work will be completed and ready for final payment within two hundred ten (210) calendar days from the date of Contract Commencement as specified in the Notice to Proceed, and no later than June 30, 2015.
8. The undersigned Bidder will extend the same prices, terms and conditions to other government agencies located in the State of Florida during the period covered by this contract and any extensions, if required. _____ Yes _____ No

9. Acknowledgement is hereby made of the following Addenda (identified by number) received since issuance of the Invitation to Bid:

Addendum No. _____	Date _____
Addendum No. _____	Date _____
Addendum No. _____	Date _____

10. PLEASE HAVE YOUR INSURANCE REPRESENTATIVE CAREFULLY REVIEW THE INSURANCE COVERAGE REQUIREMENTS CONTAINED IN THE INSTRUCTIONS TO BIDDERS PRIOR TO SUBMITTING YOUR BID TO ENSURE COMPLIANCE WITH ALL INSURANCE REQUIREMENTS.

11. The VILLAGE reserves the right to award this contract on the basis of any combination of the above items, or all items, in which the VILLAGE deems in its best interests.

12. Communications concerning this Bid shall be addressed to:

Name: Maria C. Camara, Village Clerk

Address: 640 NE 114th Street

Biscayne Park, FL 33161

Telephone No.: (305) 899-8000

Fax No.: (305) 891-8364

E-Mail: villageclerk@biscayneparkfl.gov

13. The following documents are attached to and made as a condition to this Bid:

- (a) Bid Form and Bidder's certification
- (b) Certified resolution (corporation, partnerships)
- (c) Certificate(s) of insurance
- (d) Non-collusive affidavit
- (e) Bidder's qualification statement
- (f) Bidder's Foreign (Non-Florida) corporate statement
- (g) References
- (h) Bid security
- (i) Contractor's Affidavit Regarding Named Products
- (j) Schedule of Values
- (k) Key Subcontractor Listing

BIDDER'S CERTIFICATION

WHEN BIDDER IS AN INDIVIDUAL

In witness whereof, the Bidder has executed this Bid Form this _____ day of _____, 20____.

By: _____
Signature of Individual/Title

Witness

Printed Name of Individual

ACKNOWLEDGEMENT

State of _____
County of _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____ who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

NOTARY PUBLIC

(Name of Notary Public: Print, Stamp, or type as Commissioned)

BIDDER'S CERTIFICATION

WHEN BIDDER IS A CORPORATION, PARTNERSHIP OR FIRM

In witness whereof, the Bidder has executed this Bid Form this _____ day of _____, 20____.

Witness

Signature of Owner

Printed Name of Corporation,
Partnership, Firm

Witness

Printed Name of Owner

Business Address

City/State/Zip

() _____
Business Phone Number

ACKNOWLEDGEMENT

State of _____
County of _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____,
by _____ (Name), _____ (Title) of _____
_____ (Name of Company) who is personally known to me or who
has produced _____ as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

NOTARY PUBLIC

(Name of Notary Public: Print, Stamp,
or type as Commissioned)

BID BOND

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

KNOW ALL MEN BY THESE PRESENTS, that we, _____
as Principal and as Surety are held and firmly bound unto the Village of Biscayne Park, a municipal
corporation of the State of Florida in the penal sum of _____ Dollars
(\$ _____), lawful money of the United States, for the payment of which sum well and truly to
be made, we bind ourselves, our heirs, executors, administrators and successors jointly and severally,
firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has
submitted the accompanying Bid, dated _____, 20__ for:

NOW, THEREFORE,

- (a) If said Bid shall be rejected, or in the alternate
- (b) If said Bid shall be accepted and the Principal shall properly execute and deliver to said
VILLAGE the appropriate Contract Documents, and shall in all respects fulfill all terms and
conditions attributable to the acceptance of said Bid, then this obligation shall be void;
otherwise, it shall remain in force and effect, it being expressly understood and agreed that
the liability of the Surety for any and all claims hereunder shall in no event exceed the
amount of this obligation as herein stated.

The Surety, for value received, hereby agrees that the obligations of the said Surety and its bond shall
be in no way impaired or affected by any extension of time within which said VILLAGE may accept
such Bid; and said Surety does hereby waive notice of any extension.

IN WITNESS WHEREOF, the above bonded parties have executed this instrument under their
several seals this _____ day of _____, 20____, the name and the corporate seal of each
corporate party being hereto affixed and these presents being duly signed by its undersigned
representative.

IN PRESENCE OF:

(Individual or Partnership Principal)

(SEAL)

(Business Address)

(City/State/Zip)

(Business Phone)

ATTEST:

Secretary

(Corporate Principal)*

By: _____

(Title)

ATTEST:

Secretary

(Corporate Surety)*

By: _____

*Impress Corporate Seal

IMPORTANT

Surety companies executing bonds must appear on the Treasury Department's most current list (circular 570 as amended) and be authorized to transact business in the State of Florida.

QUALIFICATION STATEMENT

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter:

SUBMITTED TO: Village of Biscayne Park

ADDRESS: 640 NE 114th Street
Biscayne Park, Florida 33161

CIRCLE ONE

SUBMITTED BY: _____

Corporation
Partnership
Individual
Other

NAME _____

ADDRESS: _____

TELEPHONE NO. _____

FAX NO. _____

E-MAIL ADDRESS: _____

1. State the true, exact, correct and complete name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business.

The correct name of the Bidder is: _____

The address of the principal place of business is: _____

2. If Bidder is a corporation, answer the following:

a. Date of Incorporation: _____

b. State of Incorporation: _____

c. President's name: _____

d. Vice President's name: _____

e. Secretary's name: _____

f. Treasurer's name: _____

g. Name and address of Resident Agent:

3. If Bidder is an individual or a partnership, answer the following:

a. Date of organization: _____

b. Name, address and ownership units of all partners:

c. State whether general or limited partnership: _____

4. If Bidder is other than an individual, corporation or partnership, describe the organization and give the name and address of principals:

5. If Bidder is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute.

6. How many years has your organization been in business under its present business name?

a. Under what other former names has your organization operated?

7. Indicate registration, license numbers or certificate numbers for the businesses or professions, which are the subject of this Bid. Please attach certificate of competency and/or state registration.

8. Have you personally inspected the site of the proposed work?
(Y) _____ (N) _____
9. Do you have a complete set of documents, including drawings and addenda?
(Y) _____ (N) _____
10. Did you attend the Pre-Bid Conference if any such conference was held?
(Y) _____ (N) _____
11. Have you ever, failed to complete any work awarded to you? If so, state when, where and why?
- _____
- _____
- _____
12. Within the last five (5) years, has any officer or partner of your organization ever been an officer or partner of another organization when it failed to complete a contract? If so, explain fully.

THE BIDDER ACKNOWLEDGES AND UNDERSTANDS THAT THE INFORMATION CONTAINED IN RESPONSE TO THIS QUALIFICATIONS STATEMENT SHALL BE RELIED UPON BY OWNER IN AWARDING THE CONTRACT AND SUCH INFORMATION IS WARRANTED BY BIDDER TO BE TRUE. THE DISCOVERY OF ANY OMISSION OR MISSTATEMENT THAT MATERIALLY AFFECTS THE BIDDER'S QUALIFICATIONS TO PERFORM UNDER THE CONTRACT SHALL CAUSE THE OWNER TO REJECT THE BID, AND IF AFTER THE AWARD TO CANCEL AND TERMINATE THE AWARD AND/OR CONTRACT.

Signature

State of _____
County of _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20__ by _____ of _____, who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

NOTARY PUBLIC

(Name of Notary Public: Print, Stamp, or type as Commissioned)

CONTRACT

THIS CONTRACT, made and entered into this ____ day of _____, 20____, by and between:

VILLAGE OF BISCAYNE PARK
640 NE 114th Street
Biscayne Park, Florida 33161
(hereinafter referred to as "OWNER")

&

(hereinafter referred to as "CONTRACTOR")

W I T N E S S E T H:

IN CONSIDERATION of the mutual covenants and conditions as herein expressed and of the faithful performance of all such covenants and conditions, the parties do mutually agree as follows:

ARTICLE 1

THE CONTRACT DOCUMENTS

- 1.1 The Contract Documents, attached hereto and made a part hereof, consist of the Invitation to Bid, Instructions to Bidders, Construction Services Agreement General Conditions, Drawings, Plans, Specifications, Bid Form, Bid Security, CONTRACTOR'S Bid (including documentation accompanying Bid and post Bid documentation submitted prior to the Notice of Award), Qualifications Statement, Contract, Addenda, the record of the Contract award by OWNER'S Village Commission, the Notice of Award, Notice to proceed, Payment and Performance Bonds, the Special Conditions, Supplementary Conditions, any additional documents which are required to be submitted under the Contract, and all amendments, modifications and supplements issued on or after the effective date of the Contract.

ARTICLE 2

SCOPE OF THE WORK

- 2.1 The CONTRACTOR shall furnish all of the labor, materials, equipment, transportation, supplies and services necessary to perform all of the work required by the Contract Documents for:

PUBLIC SAFETY AND ADMINISTRATION ANNEX CONSTRUCTION

ARTICLE 3

CONTRACT TIME

- 3.1 **TIME IS OF THE ESSENCE OF THIS CONTRACT.** The work to be performed under this Contract shall be commenced upon the date of Contract Commencement specified in the Notice to Proceed and, subject to authorized adjustments, shall be substantially complete and ready for final payment within one hundred eighty (180) calendar days from the date of Contract Commencement. Final completion of the work will be thirty (30) calendar days after Substantial Completion, and no later than June 30, 2015. Failure to achieve timely final completion shall be regarded as a breach of this Contract and subject to the appropriate remedies including but not limited to, liability for liquidated damages in accordance with Paragraph 11.4 of the Construction Services General Conditions.

ARTICLE 4

CONTRACT SUM

- 4.1 The OWNER shall pay the CONTRACTOR in current funds for the performance of the work, subject to additions and deductions by Change Order as provided in the Contract Documents, the Contract Sum of _____ DOLLARS (\$_____).

ARTICLE 5

PROGRESS PAYMENTS

- 5.1 The CONTRACTOR may requisition payments for work completed during the project at intervals of not more than once a month in accordance with Article 13 of the Construction Services General Conditions. The CONTRACTOR's requisition shall show a complete breakdown of the project components, the quantities completed and the amount due, together with properly executed Releases of Liens by all subcontractors, suppliers and materialmen who were included in the CONTRACTOR's current and previous applications for payment

and any other supporting documentation as may be required by the OWNER'S REPRESENTATIVE or Contract Documents. Each requisition shall be submitted in triplicate to the OWNER'S REPRESENTATIVE for approval. The OWNER shall make payment to the CONTRACTOR within thirty (30) calendar days after approval by the OWNER'S REPRESENTATIVE of the CONTRACTOR's requisition for payment.

- 5.2 Ten percent (10%) of all monies earned by the CONTRACTOR shall be retained by the OWNER until the work is totally completed as specified and accepted by the OWNER except that after fifty percent (50%) of the work has been completed, the OWNER may reduce the retainage to five percent (5%) of all monies earned.
- 5.3 The OWNER may withhold in whole or in part, payment to such extent as may be necessary to protect itself from loss on account of:
 - 5.3.1 Defective work not remedied.
 - 5.3.2 Claims filed or reasonable evidence indicating the probable filing of claims by other parties against the CONTRACTOR.
 - 5.3.3 Failure of the CONTRACTOR to make payment to subcontractors or suppliers for materials or labor.
 - 5.3.4 Damage to another contractor not remedied.
 - 5.3.5 Liability for liquidated damages that has been incurred by the CONTRACTOR.
 - 5.3.6 Reasonable evidence that the work cannot be completed for the unpaid balance of the Contract Sum.
 - 5.3.7 Reasonable evidence that the work will not be completed within the Contract Time.
 - 5.3.8 Persistent failure to carry out the work in accordance with the Contract Documents.

When the above grounds are removed or resolved or the CONTRACTOR provides a surety bond or consent of surety satisfactory to the OWNER, which will protect the OWNER in the amount withheld, payment may be made in whole or in part.

ARTICLE 6

FINAL PAYMENT

- 6.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be paid by the OWNER to the CONTRACTOR in accordance with the provisions of Article 13 of the Construction Services General Conditions when the work has been completed, the Contract

fully performed, and a final Certificate for Payment has been issued by the OWNER'S REPRESENTATIVE.

ARTICLE 7

MISCELLANEOUS PROVISIONS

- 7.1 Terms used in this Agreement which are defined in the Construction Services General Conditions of the Contract shall have the meanings designated in those Conditions.
- 7.2 The validity, construction and effect of this Agreement shall be governed by the laws of the State of Florida. Any claim, objection or dispute arising out of this Agreement shall be litigated in the Seventeenth Judicial Circuit in and for Miami-Dade County, Florida.
- 7.3 Should any part, term or provision of this Agreement be by the courts decided to be invalid, illegal or in conflict with any law of the State, the validity of the remaining portion or provision shall not be affected thereby.
- 7.4 **The Village reserves the right to issue separate Purchase Order for the procurement of material, supplies and equipment in connection with this project if it is beneficial to the Village. Contractor shall be responsible for all Owner-Furnished equipment from date Contractor receives and takes possession of equipment furnished by the Village until items are installed and project is completed. Contractor shall be responsible for the installation of any Owner-furnished equipment.**
- 7.4 CONTRACTOR shall not assign or transfer the Contract or its rights, title or interests therein without OWNER'S prior written approval. The obligations undertaken by CONTRACTOR pursuant to the Contract shall not be delegated or assigned to any other person or firm unless OWNER shall first consent in writing to the assignment. Violation of the terms of this Paragraph shall constitute a breach of Contract by CONTRACTOR and the OWNER may, at its discretion, cancel the Contract and all rights, title and interest of CONTRACTOR shall thereupon cease and terminate.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Contract in duplicate.

THIS AGREEMENT will be effective on _____, 20____.

VILLAGE OF BISCAYNE PARK, FLORIDA

David Coviello, Mayor

ATTEST:

Maria C. Camara, Village Clerk

APPROVED AS TO FORM:

John H. Hearn
Village Attorney

CONTRACTOR

State of: _____

County of: _____

On this, the ___ day of _____, 20___, before me, the undersigned Notary Public of the State of _____, the foregoing instrument was acknowledged by _____ (name of corporate officer), _____ (title), of _____ (name of corporation), a _____ (state of corporation) corporation, on behalf of the corporation.

WITNESS my hand
and official seal

Notary Public, State of _____

Printed, typed or stamped name of Notary Public
exactly as commissioned

- Personally known to me, or
- Produced identification:

(Type of identification produced)



NOTICE OF AWARD

Dated _____, 20__

TO:

(Bidder - Use Full Name)

(Street Address)

(Town, State, Zip Code)

BID NAME:

**PUBLIC SAFETY AND ADMINISTRATION ANNEX
CONSTRUCTION**

BID NUMBER:

DESCRIPTION OF WORK:

You are notified that your Bid dated _____, 20__ for the above work has been awarded by the Village of Biscayne Park Commission on _____.

The Contract price is _____ Dollars (\$_____).

1. Submit two (2) copies of the Performance and Payment Bonds within fifteen (15) calendar days to this office. Instructions to the Surety and the Principal for execution of the Bonds are as follows:

Where the Contractor is a Corporation, the Agreement and any Bonds must be executed by the President or the Chairman of the Board of the Corporation. The Agreement, or Bond, is accompanied by a statement certified by a Secretary of the Corporation. The signatures of the persons executing the Bond on behalf of the Principal and of the surety, respectively, shall each be dated on the signature line. If the Bond is executed by an Attorney-in-Fact for the Surety, the accompanying Power of Attorney must be executed by persons whose authority to do so is plainly identified on the face of the Power of Attorney.

Neither signatures nor the Corporate Seal may appear by facsimile unless the authority for them to appear in that form is plainly disclosed on the face of the document. The Secretary, or other properly authorized Officer, must certify and seal a statement declaring that the authority granted by the Power of Attorney remained in force on the date that the Bond was executed by the Attorney-in-Fact.

2. Include two (2) copies of your current Certificate of Insurance. The Certificate must name the OWNER (Replace of Coral Springs) as an additional insured and the standard cancellation clause must read as follows:

"Should any of the above described policies be canceled or changed by restricted amendment before the expiration date thereof, the issuing Company will give thirty (30) days written notice to the below named certificate holder".

Failure to comply with these conditions within the time specified will entitle the Replace to consider your Bid abandoned, to annul this Notice of Award and to declare your Bid Security forfeited.

Within fifteen (15) days after you comply with the above conditions, the Replace will return to you one fully signed counterpart of the Contract Documents.

If you have any questions, or if we can be of any further assistance, please do not hesitate to contact the VILLAGE at (305) 899-8000.

Heidi Shafran, Village Manager

FORM OF PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

That, pursuant to the requirements of Florida Statute 255.05, we, _____, as Principal, hereinafter called CONTRACTOR, and _____, as Surety, are bound to the Village of Biscayne Park, Florida, as Oblige, hereinafter called OWNER, in the amount of _____ Dollars (\$_____) for the payment whereof CONTRACTOR and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, CONTRACTOR has by written agreement entered into a Contract, Bid/Contract No. _____, awarded the _____ day of _____, 20 __, with OWNER for _____ in accordance with drawings (plans) and specifications prepared by _____ which Contract is by reference made a part hereof, and is hereafter referred to as the Contract;

THE CONDITION OF THIS BOND IS THAT IF THE CONTRACTOR:

1. Indemnifies and pays OWNER all losses, damages (specifically including, but not limited to, damages for delay and other consequential damages caused by or arising out of the acts, omissions or negligence of CONTRACTOR), expenses, costs and attorney's fees including attorney's fees incurred in appellate proceedings, that OWNER sustains because of default by CONTRACTOR under the Contract; and
2. Promptly makes payments to all claimants as defined by Florida Statute 225.05(1) supplying CONTRACTOR with all labor, materials and supplies used directly or indirectly by CONTRACTOR in the prosecution of the Work provided for in the Contract, then his obligation shall be void; otherwise, it shall remain in full force and effect subject, however, to the following conditions:
 - 2.1 A claimant, except a laborer, who is not in privity with the CONTRACTOR and who has not received payment for his labor, materials, or supplies shall, within forty five (45) days after beginning to furnish labor, materials, or supplies for the prosecution of the work, furnish to the CONTRACTOR a notice that he intends to look to the Bond for protection.
 - 2.2 A claimant who is not in privity with the CONTRACTOR and who has not received payment for his labor, materials, or supplies shall, within ninety (90) days after performance of the labor or after complete delivery of the materials or supplies, deliver to the CONTRACTOR and to the Surety, written notice of the performance of the labor or delivery of the materials or supplies and of the non-payment.

2.3 Any action under this Bond must be instituted in accordance with the Notice and Time Limitations provisions prescribed in Section 255.05(2), Florida Statutes.

The Surety hereby waives notice of and agrees that any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract or the changes do not affect the Surety's obligation under this Bond.

Signed and sealed this _____ day of _____, 20__.

WITNESS:

Secretary

(CORPORATE SEAL)

(Name of Corporation)

By: _____
(Signature and Title)

(Type Name & Title signed above)

IN THE PRESENCE OF;

INSURANCE COMPANY:

By: _____
(Agent and Attorney-in-Fact)

Address: _____
(Street)

(City/State/Zip Code)

Telephone No.: (____) _____

State of _____
County of _____

On this, the _____ day of _____, 20____, before me, the undersigned Notary Public of the State of _____, the foregoing instrument was acknowledged by _____ (name of corporate officer), _____ (title), of _____ (name of corporation), a _____ (state of corporation) corporation, on behalf of the corporation.

WITNESS my hand
and official seal

Notary Public, State of _____

Printed, typed or stamped name of Notary Public exactly as
commissioned

- Personally known to me, or
- Produced identification:

(Type of identification produced)

- Did take an oath, or
- Did not take an oath

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the Secretary of the corporation named as Principal in the foregoing Payment Bond; that _____, who signed the Bond on behalf of the Principal, was then _____ of said corporation; that I know his/her signature; and his/her signature thereto is genuine; and that said Bond was duly signed, sealed and attested to on behalf of said corporation by authority of its governing body.

(CORPORATE SEAL)

(Name of Corporation)

FORM OF PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That, pursuant to the requirement of Florida Statute 255.05, we, _____, as Principal, hereinafter called CONTRACTOR, and _____, as Surety, are bound to the Village of Biscayne Park, Florida, as Obligee, hereinafter called OWNER, in the amount of _____ Dollars (\$ _____) for the payment whereof CONTRACTOR and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, CONTRACTOR has by written agreement entered into a Contract, Bid/Contract No. _____, awarded the _____ day of _____, 201____ with OWNER for _____ in accordance with drawings (plans) and specifications prepared by _____ which Contract is by reference made a part hereof, and is hereafter referred to as the Contract;

THE CONDITION OF THIS BOND IS THAT IF THE CONTRACTOR:

1. Fully performs the Contract between the CONTRACTOR and the OWNER for construction of _____, within _____ calendar days after the date of contract commencement as specified in the Notice to Proceed and in the manner prescribed in the Contract; and
2. Indemnifies and pays OWNER all losses, damages (specifically including, but not limited to, damages for delay and other consequential damages caused by or arising out of the acts, omissions or negligence of CONTRACTOR), expenses, costs and attorney's fees and costs, including attorney's fees incurred in appellate proceedings, that OWNER sustains because of default by CONTRACTOR under the Contract; and
3. Upon notification by the OWNER, corrects any and all defective or faulty work or materials which appear within one (1) year after final acceptance of the work.
4. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract, then this Bond is void, otherwise it remains in full force.

Whenever CONTRACTOR shall be, and declared by OWNER to be, in default under the Contract, the OWNER having performed OWNER'S obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

- 4.1 Complete the Contract in accordance with its terms and conditions; or
- 4.2 Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the best, lowest,

qualified, responsible and responsive Bidder, or, if the OWNER elects, upon determination by the OWNER and Surety jointly of the best, lowest, qualified, responsible and responsive Bidder, arrange for a contract between such Bidder and OWNER, and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract price," as used in this paragraph, shall mean the total amount payable by OWNER to CONTRACTOR under the Contract and any amendments thereto, less the amount properly paid by OWNER to CONTRACTOR.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the OWNER named herein and those persons or corporations provided for in Section 255.05, Florida Statutes, or their heirs, executors, administrators or successors.

Any action under this Bond must be instituted in accordance with the Notice and Time Limitations provisions prescribed in Section 255.05(2), Florida Statutes.

The Surety hereby waives notice of and agrees that any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract or the changes do not affect Surety's obligation under this Bond.

Signed and sealed this _____ day of _____, 20__.

WITNESS:

(Name of Corporation)

Secretary

By: _____
(Signature and Title)

(CORPORATE SEAL)

(Type Name & Title signed above)

IN THE PRESENCE OF:

INSURANCE COMPANY:

By: _____
Agent and Attorney-in-Fact

Printed name

Address: _____
(Street)

(City/State/Zip Code)

Telephone No. _____

State of _____
County of _____

On this, the _____ day of _____, 20____, before me, the undersigned Notary Public of the State of _____, the foregoing instrument was acknowledged by _____ (name of corporate officer), _____ (title), of _____ (name of corporation), a _____ (state of corporation) corporation, on behalf of the corporation.

WITNESS my hand
and official seal

Notary Public, State of _____

Printed, typed or stamped name of Notary
Public exactly as commissioned

- Personally known to me, or
 Produced identification:

(Type of identification produced)

- Did take an oath, or
 Did not take an oath

Bonded by: _____

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the Secretary of the Corporation named as Principal in the foregoing Performance Bond; that _____, who signed the Bond on behalf of the Principal, was then _____ of said corporation; that I know his/her signature; and his/her signature thereto is genuine; and that said Bond was duly signed, sealed and attested to on behalf of said corporation by authority of its governing body.

(CORPORATE SEAL)

(Name of Corporation)

REFERENCES

In order to receive Bid Award consideration on the proposed bid, this "References Sheet" should be completed and returned with your bid. This information may be used in determining the Bid Award for this contract.

Bidder (company name): _____
Address: _____
Telephone No: () _____ Fax No.: () _____
Contact person: _____ Title: _____
Number of years in business: _____ Years
E-mail Address: _____
Address of nearest facility: _____

List three (3) companies or governmental agencies where these products and services have been provided in the last year:

1. Company Name: _____
Address: _____
Telephone No: () _____
Contact Person: _____ Title: _____
Date Products Sold: _____

2. Company Name: _____
Address: _____
Telephone No: () _____
Contact Person: _____ Title: _____
Date Products Sold: _____

3. Company Name: _____
Address: _____
Telephone No: () _____
Contact Person: _____ Title: _____
Date Products Sold: _____

FOREIGN (NON-FLORIDA) CORPORATIONS MUST COMPLETE THIS FORM

DEPARTMENT OF STATE CORPORATE CHARTER NO. _____

If your corporation is exempt from the requirements of Section 607.1501, Florida Statutes, YOU MUST CHECK BELOW the reason(s) for the exemption. Please contact the Department of State, Division of Corporations at (850) 245-6051 for assistance with corporate registration or exemptions.

607.1501 Authority of foreign corporation to transact business required.

- (1) A foreign corporation may not transact business in this state until it obtains a certificate of authority from the Department of State.

- (2) The following activities, among others, do not constitute transacting business within the meaning of subsection (1):
 - ____(a) Maintaining, defending, or settling any proceeding.
 - ____(b) Holding meetings of the board of directors or shareholders or carrying on other activities concerning internal corporate affairs.
 - ____(c) Maintaining bank accounts.
 - ____(d) Maintaining officers or agencies for the transfer, exchange, and registration of the corporation's own securities or maintaining trustees or depositaries with respect to those securities.
 - ____(e) Selling through independent contractors.
 - ____(f) Soliciting or obtaining orders, whether by mail or through employees, agents, or otherwise, if the orders require acceptance outside this state before they become contracts.
 - ____(g) Creating or acquiring indebtedness, mortgages, and security interests in real or personal property.
 - ____(h) Securing or collecting debts or enforcing mortgages and security interests in property securing the debts.
 - ____(i) Transacting business in interstate commerce.
 - ____(j) Conducting an isolated transaction that is completed within 30 days and that is not one in the course of repeated transactions of a like nature.
 - ____(k) Owning and controlling a subsidiary corporation incorporated in or transacting business within this state or voting the stock of any corporation which it has lawfully acquired.
 - ____(l) Owning a limited partnership interest in a limited partnership that is doing business within this state, unless such limited partner manages or controls the partnership or exercises the powers and duties of a general partner.
 - ____(m) Owning, without more, real or personal property.

- (3) The list of activities in subsection (2) is not exhaustive.

- (4) This section has no application to the question of whether any foreign corporation is subject to service of process and suit in this state under any law of this state.

Please check one of the following if your firm is NOT a corporation:

- (I) _____ Partnership, Joint Venture, Estate or Trust
- (II) _____ Sole Proprietorship or Self-Employed

NOTE: This sheet MUST be enclosed with your bid if you claim an exemption or have checked I or II above. If you do not check I or II above, your firm will be considered a corporation and subject to all requirements listed herein.

BIDDER'S CORRECT LEGAL NAME

SIGNATURE OF AUTHORIZED AGENT OF BIDDER

CERTIFIED RESOLUTION

I, _____ (Name), the duly elected Secretary of _____
_____ (Corporate Title), a corporation organized and existing under the laws of the State of _____
_____, do hereby certify that the following Resolution was unanimously adopted and
passed by a quorum of the Board of Directors of the Said corporation at a meeting held in accordance with
law and the by-laws of the said corporation.

"IT IS HEREBY RESOLVED THAT _____ (Name)" The duly
elected _____ (Title of Officer) of _____ (Corporate Title)
be and is hereby authorized to execute and submit a Bid and Bid Bond, if such bond is required, to the
Village of Biscayne Park and such other instruments in writing as may be necessary on behalf of the said
corporation; and that the Bid, Bid Bond, and other such instruments signed by him/her shall be binding upon
the said corporation as its own acts and deeds. The secretary shall certify the names and signatures of those
authorized to act by the foregoing resolution.

The Village of Biscayne Park shall be fully protected in relying upon such certification of the secretary and
shall be indemnified and saved harmless from any and all claims, demands, expenses, loss or damage
resulting from or growing out of honoring, the signature of any person so certified or for refusing to honor
any signature not so certified.

I further certify that the above resolution is in force and effect and has not been revised, revoked or
rescinded.

I further certify that the following are the name, titles and official signatures of those persons authorized to
act by the foregoing resolution.

<u>NAME</u>	<u>TITLE</u>	<u>SIGNATURE</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

Given under my hand and the Seal of the said corporation this _____ day of _____
_____, 20__.

(SEAL)

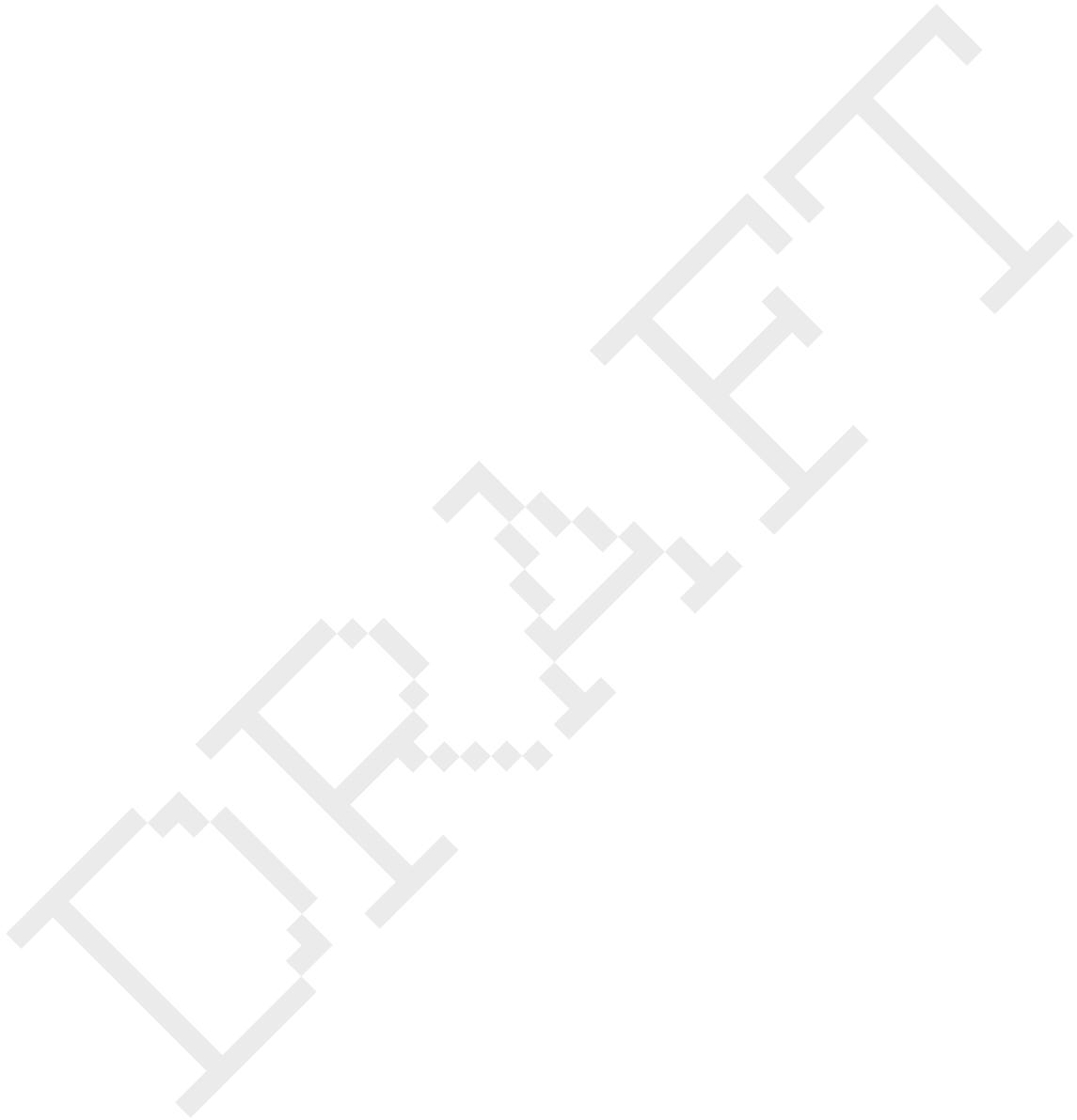
By: _____
Secretary

Corporate Title

NOTE:

The above is a suggested form of the type of Corporate Resolution desired. Such form need not be followed
explicitly, but the Certified Resolution submitted must clearly show to the satisfaction of the Village of

Biscayne Park that the person signing the Bid and Bid Bond for the corporation has been properly empowered by the corporation to do so in its behalf.



Signed, sealed and delivered
in the presence of:

By: _____

(Printed Name)

(Title)

ACKNOWLEDGEMENT

State of _____
County of _____

The foregoing instrument was acknowledged before me this _____ day of _____
_____ 20____, by _____, who is personally known to me
or who has produced _____ as identification and who did (did not) take an
oath.

WITNESS my hand and official seal

NOTARY PUBLIC

(Name of Notary Public: Print,
Stamp, or Type as Commissioned.)



Village of Biscayne Park Commission Agenda Report

Village Commission Meeting Date: October 7, 2014

Subject: Annexation Charter Amendment

Prepared By: Commissioner Barbara Watts

Sponsored By: Commission

Background

The Village of Biscayne Park Commission has submitted an application to annex a neighboring area, and is in the process of working towards obtaining final data for the Commission to determine if it is in the Village's interests to approve the proposed Annexation if the County Commission approves its application (and to approve any additional lands that the County Commission may require as contingent upon the annexation proposal).

Current County Annexation requirements include a 20% plus one approval from the area to be annexed, and, later, a formal vote by that area once all documentation and data has been provided. However, currently, there is not a County requirement that the municipality undertaking the annexation have a corresponding vote, one that relies upon a majority of that municipality's elector's to make the final decision.

Given the nature of the certain and possible changes will ensue with Annexation, and given the importance of such a vote, it is proposed that the Biscayne Park Charter be amended to include such a vote in lieu of the Commission making the final decision.

October 7, 2014

Commission Agenda Report

Annexation Charter Amendment

According to Biscayne Park's Charter, any amendments to it requires a vote of the electors. This can be accomplished either by an Ordinance passed by the Commission or by a petition by the electors. As it is more efficient in both time and money for the Commission to proceed by Ordinance, and because the timeline for Annexation has not yet been defined, it is proposed that an Ordinance be prepared for discussion and vote as soon as possible.

In 2012, the Commission proceeded with a kindred Ordinance to amend the Charter regarding the election date, and did so without single Workshop and without a full Charter Review, the reasoning of some Commissioners being that, given the divided/unsuccessful vote by the Commission, that the proper recourse was that such an important decision as the timing of the election should be made directly by the electors and the reasoning by other Commissioners, that the decision was such an important one that it should be decided by the electors and not by merely five people (despite the fact that they are elected officials). The Commission voted that this be a Referendum on the November 2012 ballot, even though the law stated that no such election was required to change the date, as it was legal to do so by Ordinance.

Given the urgent matter and even higher significance of the issue of Annexation (fiscal and otherwise), it is proposed that the new Commission take a similar action to give the electors a clear and defined means of conveying their desires on such an important matter. In light of residents' reactions to some significant decisions made by the new Commission (i.e. out-sourcing of the Sanitation Division of Public Works) and the controversy, divisiveness, and unfortunate animosity that has followed in the wake of such decisions, the new Commission might want to reconsider the role of resident electors in the Village's decision-making process, especially with regard to issues about which intelligent residents are as well informed (and possibly more so) than the Mayor and Commissioners.

For the sake of honesty and transparency, it is also proposed that all Biscayne Park electors, be provided with and/or have made accessible, all documents to be used by Biscayne Park and its lobbyists for the purpose of securing votes in favor of annexation prior to their being distributed to electors and commercial property owners of the proposed annexation areas. Let it also be proposed that all promotional literature regarding Biscayne Park's proposed annexation include detailed analyses and

October 7, 2014

Commission Agenda Report

Annexation Charter Amendment

estimations of the costs of the gradual increase in millage rates that will occur from year to year and the as yet unknown "mitigation costs".

- Section 6.01. - Charter amendments.

This Charter may be amended in accordance with the provisions of this Article and all applicable laws.

- Section 6.02. - Procedure to amend.

(A) This Charter may be amended by:

(1) Ordinance. The Commission may propose amendments to this Charter by ordinance and shall submit the proposed amendment to a vote of the electors at the next general election held within the Village or at a special election called for such purpose.

(2) Petition. The electors of the Village may propose amendments to this Charter by petition. The electors proposing such amendment to the Charter shall follow the same procedures for proposing an ordinance by initiative as described in this Charter. Upon certification of the sufficiency of a petition, the Commission shall submit the proposed amendment to a vote of the electors at a general election or special election to be held not less than sixty (60) days or more than one hundred and twenty (120) days from the date on which the petition was certified.

(B) Results of election. If a majority of the qualified electors voting on a proposed amendment vote for its adoption, it shall be considered adopted upon certification of the election results. If conflicting amendments are adopted at the same election, the one receiving the greatest number of affirmative votes shall prevail to the extent of such conflict.

Fiscal / Budget Impact

A March 2013 quote for a mail-in ballot is \$8,900, and June 2013 quote for a stand alone election is \$16,100, plus the usual costs to prepare and implement the required Ordinance to achieve the special election. (Quotes provided by the Miami-Dade Elections Department.)

October 7, 2014

Commission Agenda Report

Annexation Charter Amendment

Recommendation

It is recommended that the Commission proceed with an Ordinance to amend the Charter as per Charter requirements.

Attachments

Memo of January 26, 2014 regarding revival of Commissioner Anderson's May 2013 Agenda Item -Straw Ballot Regarding Possible Annexation



Village of Biscayne Park

640 NE 114th Street
Biscayne Park, FL 33161

Tel: 305 899 8000
Fax: 305 891 7241

Date: January 26, 2014

To: The Mayor and Commission through the Village Clerk and Manager

From: Barbara Watts

Re: Revival and adaptation of Commissioner Anderson's May 2013 Agenda Item – "Straw Ballot Regarding Possible Annexation"

Background Analysis: I quote from Commissioner Anderson's Agenda Item Request dated April 11, 2013:

"The possibility of annexing property to the east of our Village has been under discussion for some time. Because of the seriousness of this issue and the major change it would mean for our Village it is important to get as many of our resident as possible to give their opinion on this. There is no better way to do this than to place it on the ballot this December when we are already scheduled to have an election for the Biscayne Park Commission. This issue should NOT be left solely to the commission to decide."

This was not done; during the summer, the annexation proposal was dropped at the advice Ana Garcia, our Village Manager. Now it is back on the table and I concur with Commissioner Anderson's sentiments that we need to hear from as many residents as possible on this issue. The forty to fifty who voiced their opinion at the Annexation Workshop is hardly a representative sample. A vote of the residents is in order; and it needs to be widely publicized with information on the issue provided to each household in the Park.

Might we include a special "Annexation section" be added to the forthcoming Newsletter and/or distribute a flyer with information advertising a voting period for residents to express their opinions? Sending a notice only to the residents whose houses are closest to the annexation area is not sufficient. All residents should be informed that the Annexation has returned yet again.

To say that we have advertised the issue currently proposed because it has been published in the *Daily Business Review*, to my mind, is disingenuous. It meets the legality test but not much more. How many residents are likely to read this publication?

Members of the Commission voted to allow residents to decide the issue of changing the Village's election dates so that they would correspond with those of national elections. A chief

argument in favor of this was that this change of date would foster democracy, with greater resident participation in local elections. Why not extend that line of reasoning to one of the most momentous decisions currently facing the Village?

Fiscal/Budgetary Impact: Quoting Commissioner Anderson: “Staff and Attorney time to craft ballot language.” Additionally, cost of determining means, format and time span for vote—perhaps a bracket of time, with votes to be submitted electronically and or by paper. As this will be a straw poll, anonymity need not be required. However, there are polling companies that can assure anonymity in online voting. Cost to be determined by staff.

Recommendation: Proceed with plans for a Village referendum on the Annexation issue before the second reading of the Ordinance; and proceed with plans to provide residents with all the information. Including the response property owners and residents in the proposed annexation areas.



Village of Biscayne Park Commission Agenda Report

Village Commission Meeting Date: October 7, 2014

Subject: Discussion - Establishing uniform
policy on resident notifications

Prepared By: Mayor David Coviello

Sponsored By: Commission

Background

Considering the diversity of our residents, a uniform policy should be created for Staff to follow on how and when to notify residents of:

- Meetings & Workshops
- Upcoming decisions on Village wide issues
- Decisions made on Village wide issues
- Events

Fiscal / Budget Impact

Depends on the method(s) used for notifications (ex., mailers, e-mail notifications, newsletters, door to door flyers)

Recommendation

Discuss and implement a policy for Staff to follow going forward.



Village of Biscayne Park Commission Agenda Report

Village Commission Meeting Date: October 7, 2014

Subject: Children's Trust Read to Learn
Campaign

Prepared By: Vice Mayor Roxanna Ross

Sponsored By: Commission

Background

We were approached by the Children's Trust to support the Read to Learn / Leer Para Aprender / Li Pou Apron Campaign, seeking to mobilize, organize and coordinate a range of resources of reading and literacy initiatives. The Children's Trust campaigns to bring together a partnership of community partners to promote development and advancement of literacy. They have asked the Village to serve as a book donation site and/or book shelf for the Read to Learn program.

The Village of Biscayne Park proudly supports a library of donated books at our Ed Burke Recreation Center. Promoting the Children's Trust Read to Lear Campaign is a natural extension of Village free library program.

Fiscal / Budget Impact

This is a campaign for donations and volunteer efforts to promote literacy. No budgetary impact is contemplated in this proposal.

October 7, 2014

Commission Agenda Report

Children's Trust Read to Learn Campaign

Recommendation

That the Village engage in a drive to collect book for donations to the Children's Trust Read to Learn program and for donations to supplement the Village's existing free library. Also, that the Village Recreation Department establish a Storytelling / Reading Hour to encourage the joy of Learning through Reading. That these programs be promoted by email blast and other means as are advisable

Attachments

- Press Coverage on Read to Learn Books for Free
- Miami Herald Neighbors Article

FW: Press Coverage on Read to Learn Books for Free

John Ise <john@thechildrenstrust.org>

Thu 9/11/2014 2:24 PM

Inbox

To: R. Ross <rross@biscayneparkfl.gov>; Scott Galvin <sgalvin@jamiami.org>;

 1 attachment

MiamiHerald09.11.pdf;

Hi Roxy & Scott. John Ise here (acting on behalf of Children's Trust). Hope all is well and good. This is bit out of the blue but might the Biscayne Park Rec Center and/or North Miami's library (or one or more of the City's Community Centers) be interested as a book donation site and/or book shelf for our "Read to Learn" program (see attached and you'll get gist)? Thanks.

John Ise

Tel: (305) 571-5700 Ext: 253

Fax: (305) 857-9592

john.ise@thechildrenstrust.org

The Children's Trust

3150 SW 3rd Avenue, 8th Floor

Miami, FL 33129

www.thechildrenstrust.org

The Children's Trust values Integrity, Trust, Teamwork, Quality and Leadership.

<http://www.facebook.com/thechildrenstrust>

<http://www.twitter.com/childrenstrust>

SUNSHINE LAW AND PUBLIC RECORDS NOTICE: The Children's Trust 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.

-----Original Message-----

From: John Ise

Sent: Thursday, September 11, 2014 2:12 PM

To: 'jesse@jessewalters.com'; 'ivonneledesma@miamishoresvillage.com'

Subject: FW: Press Coverage on Read to Learn Books for Free

Hi Jesse & Ivonne. John Ise here. First a hearty congrats on marriage equality. Great job rallying the community. Might Miami Shores library and/or Rec Center be interested in serving as a donation site for my employer's Read to Learn program (see below and attached for more info)?

John Ise

Contract Manager

Tel: (305) 571-5700 Ext: 253

Fax: (305) 857-9592

john.ise@thechildrenstrust.org

The Children's Trust

3150 SW 3rd Avenue, 8th Floor

Miami, FL 33129

www.thechildrenstrust.org

The Children's Trust values Integrity, Trust, Teamwork, Quality and Leadership.

<http://www.facebook.com/thechildrenstrust>

<http://www.twitter.com/childrenstrust>

SUNSHINE LAW AND PUBLIC RECORDS NOTICE: The Children's Trust 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.

-----Original Message-----

From: Emily Cardenas

Sent: Thursday, September 11, 2014 1:46 PM

To: tctallusers; board_members

Cc: lmendez@mdc.edu; Lopez, Delia (Wolfson) (dlopez@mdc.edu); Gia Arbogast (arbogastg@mdpls.org); Sylvia Mora-Ona; Spring Michael

Subject: FW: Press Coverage on Read to Learn Books for Free

I am sharing with all of you the wonderful coverage in today's Miami Herald about Read to Learn Books for Free. We should be very proud of this program and of the hard work of staff at the Center for Literature and Theatre @ Miami Dade College who pour their heart into this effort. At this time, I would also like to share that Miami-Dade County Public Libraries has agreed to pilot their Pinecrest and Coral Gables branches as book donation drop sites for Read to Learn Books for Free. This partnership will get under way in the next week or two. Perhaps one day, all library branches will serve as permanent book donation drop sites for this program.

Sincerely,

Emily Cardenas
Senior Communications Manager

Tel: (305) 571-5700 Ext: 516
Fax: (305) 860-2328
emily@thechildrenstrust.org

The Children's Trust
3250 SW 3rd Avenue, 5th Floor
Miami, FL 33129
www.thechildrenstrust.org

The Children's Trust values Integrity, Trust, Teamwork, Quality and Leadership.

<http://www.facebook.com/thechildrenstrust>
<http://www.twitter.com/childrenstrust>

SUNSHINE LAW AND PUBLIC RECORDS NOTICE: The Children's Trust 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.

COCONUT GROVE | CORAL GABLES | CUTLER BAY | PALMETTO BAY | PINECREST | RICHMOND HEIGHTS | SOUTH MIAMI | THE FALLS

SE02

NEIGHBORS

THURSDAY, SEPTEMBER 11, 2014 | EDITOR: SCOTT ANDRON | 305-376-4528 | MiamiHerald.com/community

Miami Herald

THE REWARDS OF READING

READING IS FUNDAMENTAL: Jose Paez, 3, left, and Anthony Smith, 8, read one of the free books they received through the Read to Learn Books for Free program at the Northpark at Scott Carver Community Center.



DANIEL BOCK/FOR THE MIAMI HERALD

Read to Learn Books for Free, run by The Children's Trust and the Center for Literature and Theater at Miami Dade College, is giving out books throughout the county to help children read at their grade level.

INSIDE

Coral Gables

City Commissioners will discuss the growing concerns over crime at Thursday's meeting.
Page 3

Pinecrest

Two candidates are now running for the Council Seat 4.
Page 4

Police Report

Find out what crimes have been reported to authorities in areas near you.
Page 18

BOOKS, BOOKS AND BOOKS

Read to Learn Books for Free is giving out books throughout Miami-Dade County to help children read at their grade level.

BY ALEXI C. CARDONA
acardona@MiamiHerald.com

Two plastic crates filled with children's books were wheeled into the community center of a housing development in Liberty City. A dozen children chattered as they waited for a cardboard bookshelf to be stocked with the books about colors and numbers, sharks, fairy tales and the adventures of cartoon characters.

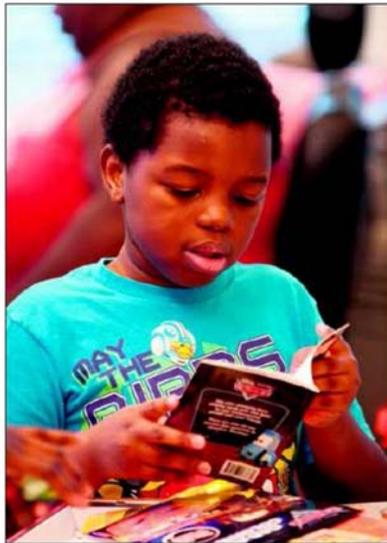
The books and bookshelves are courtesy of Read to Learn Books for Free, a literacy program funded by The Children's Trust in partnership with the Center for Literature and Theater at Miami Dade College. So far, the bookshelves can be found at 32 clinics, commu-

nity centers, parks and housing developments in Miami-Dade County, from Florida City to the Broward County line.

The goal: to help children read at their grade level so they can succeed in school.

"A child's ability to read is linked to the successes they experience in life," said Emily Cardenas, senior communications manager of The Children's Trust.

Studies show that students are much more likely to drop out of high school if they cannot read at grade level by the time they reach the third grade, according to research conducted by The Children's Trust. Students who attend low-achieving schools and who live in



FREQUENT VISITOR: Elijah Francois, 8, reads a book he received at Northpark in Liberty City.

poorer neighborhoods are especially at risk.

"Children living in low-income communities have little access to reading materials," Cardenas said. "The more access you have to reading and the more you are encouraged to read, the greater the likelihood that you will become a strong reader."

A Florida Department of Education report from 2013 showed that just 53 percent of third-graders in Miami-Dade County achieved level 3 or above in the FCAT 2.0 reading assessment. Level 3 is considered reading at grade level. However, newer standards require third-graders to achieve only a level 2 or higher on the reading assessment to be promoted to the fourth grade.

The Children's Trust and the Center for Literature at Miami Dade College are working to bridge the gap between lack of access to reading materials and academic success.

Lanette Johnson, a paraprofessional with Miami-Dade County Schools, recently took her two children, Anthony and Dajah-nique, to get books at the community center at Northpark at the Scott Carver housing complex in Liberty City.

Anthony, 8, a third-grader at Lillie C. Evans K-8 Center, struggled with reading last school year. He was afraid to read, and would stare at the pages before his eyes started to wander, his mother said. But with the help of Read to Learn Books for Free, he



NEVER TOO EARLY TO START: Olivier Lamothe and his daughter Olivier for Free program at Northpark at Scott Carver Community in Liberty City.

showed an impressive transformation during his last nine weeks of second grade.

"He went from an F to an A since we started coming here," Johnson said. He loves books now, she said.

While the program helps children ages 8 and younger,

others have requested help for adolescents.

Evancia Francois takes her six children to Northpark every weekday so they can read and be tutored. Her oldest daughter, Jessica, is an eighth-grader at Lillie C. Evans K-8 Center. She strug-

PROGRAM



PHOTOS BY DANIEL BOCK/FOR THE MIAMI HERALD

via, 2, read one of the free books they received through the Read to Learn Books for Free program in Liberty City.

gles with a learning disability, and doesn't do well in math or reading.

"I try to comfort her and tell her not to feel bad," Francois said. "It happened to me, too."

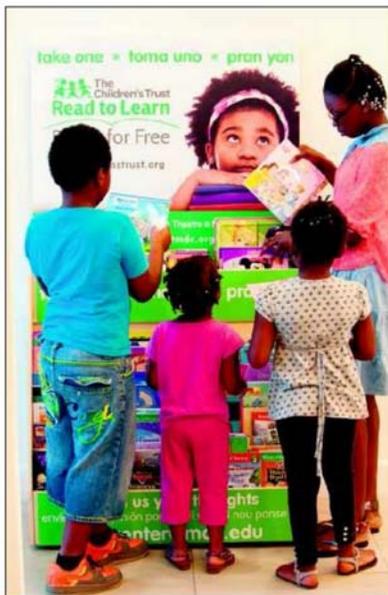
Francois has had trouble with reading and spelling

since she was a young girl. Indeed, when she applies for jobs, someone has to accompany her to help her read the application.

Francois has seen an improvement in her daughter's reading since she started the program in June.

"I just want to read and learn and study," Jessica said.

For Bess Perry, administrative coordinator for Read to Learn Books for Free, seeing children develop a love for books is one of the most satisfying parts of her job.



DANIEL BOCK/FOR THE MIAMI HERALD

FREE BOOKS: Children pick out free books through the Read to Learn Books for Free program.

"You see the kids' reading improve, you see them wanting to read. I feel like that's half the battle — to get them to want to read and have books," Perry said.

The kids are given one book a month to take home, but some ask to take more. They can keep the books.

"Libraries are a fantastic way to expose children to books ... but we also want to be able to give children books because we believe there's a sense of pride in ownership," Cardenas said. "Kids who get to take a book home are really proud because they've never had a book to call their own."

Perry remembered a call she received at her office

from a mother.

"She had told me how she had always wanted to get books for her children, but she wasn't able to afford them," Perry said. "This program made it possible for her to not have to choose [between daily necessities and books]. She knew that books were important for her children, but she never had the resources to purchase them."

The Center for Literature collects books from 30 donation bins from Coral Gables to Miami Beach. The Center also purchases new books. Over the span of a year, as many as 144,000 kids go home with free books.

For The Children's Trust,

Read to Learn bookshelf locations

Miami Gardens Community Service Center: 16495 NW 25th Ave., Miami Gardens

Joseph Caleb Community Service Center: 5400 NW 22nd Ave., third floor, Miami

Children's Courthouse and Juvenile Justice Center: 3300 NW 27th Ave., Suite 1000, Miami

Family Court Services: 175 NW First Ave., 15th floor, Miami

Florida Department of Children & Families South: 1295 Quail Roost Dr., South Miami-Dade

To donate money for the online book drive or to buy a book, go to www.fccenter@arts.com/readtolearn/bookstore.html.

the biggest challenge is finding partners that can set up book-donation sites.

"You would think that this program would be something a lot of people embrace, but they don't," Cardenas said. "It seems that from an aesthetic standpoint, having our bin in their location might not fit with the business' marketing."

The center has partnered with First Book National Book Bank, an organization that distributes books to programs serving low-income families. It purchases books through the Book Bank at reduced prices.

The center has also launched an online book drive through which people can donate money or buy a book from a list provided on the center's website. (See box.)

"We want books to live on and live another life in the hands of other children," Cardenas said.