



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, December 2, 2014 at 7:00pm



Indicates back up documents are provided.

1 Call to Order

2 Roll Call

3 Pledge of Allegiance

Mayor Coviello to formally announce Commissioner Fred Jonas as the Vice Mayor for the next six months.

4 Presentations

4.a Swearing in - Reserve Police Officer Jorge Perez

4.b David Caserta - Legislative agenda



4.c Presentation to Commissioner Fred Jonas - Certificate of Completion - 2014
Advanced Institute for Elected Municipal Officials

5 Additions, Deletions or Withdrawals to the Agenda

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

6 Public Comments Related to Agenda Items / Good & Welfare

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

7 Information / Updates

7.a Sanitation Transition update



7.b FY 2014-15 Monthly Financials ending 10/31/2014

8 Consent Agenda

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



8.a Approval of Minutes

- ◆ October 7, 2014 Regular Commission Meeting
- ◆ November 6, 2014 Joint Special Meeting Village Commission and Biscayne Park Foundation
- ◆ November 6, 2014 Regular Commission Meeting
- ◆ November 18, 2014 Special Commission Meeting



8.b Acceptance of Board Minutes

- ◆ Ecology Board Meeting - September 15, 2014
- ◆ Parks & Parkway Advisory Board Meeting - October 29, 2014
- ◆ Planning & Zoning Board - November 3, 2014
- ◆ Planning & Zoning Board - November 17, 2014
- ◆ Code Review Board - November 19, 2014
- ◆ Code Compliance Board - November 12, 2014



8.c **Resolution 2014-47**

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



8.d **Resolution 2014-82**

A RESOLUTION OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA **ESTABLISHING THE REGULAR COMMISSION MEETING SCHEDULE FOR 2015**; PROVIDING FOR AN EFFECTIVE DATE.



8.e **Resolution 2014-83**

A RESOLUTION OF THE MAYOR AND VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA, **AUTHORIZING THE VILLAGE MANAGER AND VILLAGE ATTORNEY TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF NORTH MIAMI AND THE VILLAGE OF BISCAYNE PARK, AUTHORIZING THE CITY TO SELL AND DISPENSE DIESEL AND UNLEADED FUEL** FOR SERVICE VEHICLES OWNED BY THE VILLAGE OF BISCAYNE PARK; PROVIDING FOR AN EFFECTIVE DATE



8.f **Resolution 2014-84**

A RESOLUTION OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA, **APPROVING THE EXPENDITURE OF POLICE STATE FORFEITURE FUNDS OF NOT MORE THAN \$2,000 FOR THE PURCHASE OF A COMPUTER, COLOR PRINTER AND REQUIRED PERIPHERALS**; PROVIDING FOR AN EFFECTIVE DATE



8.g **Resolution 2014-85**

A RESOLUTION OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA **APPROVING THE EXPENDITURE OF POLICE STATE FORFEITURE FUNDS OF NOT MORE THAN \$6,990.00 FOR THE RENTAL OF VEHICLES** FOR USE BY THE POLICE DEPARTMENT; PROVIDING FOR AN EFFECTIVE DATE



8.h **Resolution 2014-86**

A RESOLUTION OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA, **AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE LEASE AGREEMENT FOR TWO (2) 2015 FORD INTERCEPTOR AWD SEDAN POLICE VEHICLES FOR THE POLICE DEPARTMENT**; PROVIDING FOR AN EFFECTIVE DATE



8.i **Resolution 2014-87**

A RESOLUTION OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA; **AUTHORIZING THE MAYOR TO EXECUTE ADDENDUM TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN R.J. HEISENBOTTLE ARCHITECTS P.A. AND THE VILLAGE OF BISCAYNE PARK** FOR PROFESSIONAL SERVICES RELATING TO A COMPREHENSIVE ASSESSMENT FOR THE RENOVATION AND RESTORATION OF THE HISTORICAL VILLAGE HALL LOG CABIN; PROVIDING FOR AN EFFECTIVE DATE.



8.j **Resolution 2014-92**

A RESOLUTION OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCANE PARK **AUTHORIZING THE VILLAGE MANAGER TO REPRESENT AND SPEAK ON BEHALF OF THE VILLAGE OF BISCAYNE PARK AT ALL MIAMI-DADE COUNTY MEETINGS RELATING TO THE VILLAGE'S BOUNDARY CHANGE APPLICATION**; PROVIDING FOR AN EFFECTIVE DATE

< End of Consent >

9 Public Hearing



- 9.a Variance Request: Mariana Ferro & Amalivis Alonso
825 NE 113th Street, Biscayne Park FL

10 Ordinances

< None >

11 Resolutions



11.a.1 Resolution 2014-88

A RESOLUTION OF THE MAYOR AND VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA, **SETTING FORTH THE VILLAGE'S INTENT TO USE THE UNIFORM METHOD FOR THE LEVY AND COLLECTION OF A NON-AD VALOREM SPECIAL ASSESSMENT** TO BE LEVIED UPON RESIDENTIAL REAL PROPERTIES LYING WITHIN THE MUNICIPAL BOUNDARIES OF THE VILLAGE, AS MORE PARTICULARLY DESCRIBED IN EXHIBIT "B", ATTACHED HERETO, TO FUND THE PROVISION OF **ROAD REPAIR/IMPROVEMENTS** WITHIN THE VILLAGE; STATING A NEED FOR SUCH LEVY; PROVIDING THAT A COPY OF THIS RESOLUTION SHALL BE FORWARDED TO THE PROPERTY APPRAISER, TAX COLLECTOR AND THE FLORIDA DEPARTMENT OF REVENUE; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE



11.a.2 Resolution 2014-89

A RESOLUTION OF THE MAYOR AND VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA, **SETTING FORTH THE VILLAGE'S INTENT TO USE THE UNIFORM METHOD FOR THE LEVY AND COLLECTION OF A NON-AD VALOREM SPECIAL ASSESSMENT** TO BE LEVIED UPON RESIDENTIAL REAL PROPERTIES LYING WITHIN THE MUNICIPAL BOUNDARIES OF THE VILLAGE, AS MORE PARTICULARLY DESCRIBED IN EXHIBIT "B", ATTACHED HERETO, TO FUND THE PROVISION OF **STORM WATER REPAIR/IMPROVEMENTS** WITHIN THE VILLAGE; STATING A NEED FOR SUCH LEVY; PROVIDING THAT A COPY OF THIS RESOLUTION SHALL BE FORWARDED TO THE PROPERTY APPRAISER, TAX COLLECTOR AND THE FLORIDA DEPARTMENT OF REVENUE; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE



11.a.3 Resolution 2014-93

A RESOLUTION OF THE MAYOR AND VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA, AUTHORIZING THE APPROPRIATE VILLAGE OFFICIALS TO **EXECUTE AN INTERGOVERNMENTAL COOPERATION AGREEMENT WITH THE MIAMI-DADE COUNTY OFFICE OF THE PROPERTY APPRAISER** ON BEHALF OF THE MIAMI-DADE COUNTY TAX COLLECTOR TO FACILITATE THE COLLECTION OF **NON-AD VALOREM ASSESSMENTS FOR THE PROVISION OF ROAD REPAIR/IMPROVEMENTS** WITHIN THE VILLAGE; PROVIDING FOR AN EFFECTIVE DATE



11.a.4 **Resolution 2014-94**

A RESOLUTION OF THE MAYOR AND VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA, AUTHORIZING THE APPROPRIATE VILLAGE OFFICIALS TO **EXECUTE AN INTERGOVERNMENTAL COOPERATION AGREEMENT WITH THE MIAMI-DADE COUNTY OFFICE OF THE PROPERTY APPRAISER** ON BEHALF OF THE MIAMI-DADE COUNTY TAX COLLECTOR TO FACILITATE THE COLLECTION OF **NON-AD VALOREM ASSESSMENTS FOR THE PROVISION OF STORM WATER REPAIR/IMPROVEMENTS** WITHIN THE VILLAGE; PROVIDING FOR AN EFFECTIVE DATE



11.b **Resolution 2014-90**

A RESOLUTION OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA; **ESTABLISHING RULES AND PROCEDURES FOR THE VILLAGE OF BISCAYNE PARK PARKS & RECREATION DEPARTMENT**; PROVIDING FOR AN EFFECTIVE DATE.

12 **Old Business**

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



12.a Code Review Board - Proposed changes to Chapter 5

13 **New Business**

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



13.a MLK Day of Service - As requested by Commissioner Ross

14 **Request for placement of items on next meeting agenda**

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

15 **Reports**

15.a Village Manager

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

15.b Village Attorney

15.c Board / Committee Reports:

- ◆ Parks & Parkway Advisory Board
- ◆ Code Review Board
- ◆ Recreation Advisory Board

- ◆ Ecology Board
- ◆ Biscayne Park Foundation

15.d Commissioner Comments

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

16 Announcements

Wednesday, December 3rd - Code Review Board at 7:00pm
 Saturday, December 6th - Walk a Hound Lose a Pound at 9:00am
 Tuesday, December 9th - Special Commission Meeting at 6:30pm
 Wednesday, December 10th - Public Art Advisory Board Meeting at 6:00pm
 Thursday, December 11th - Charter Review Advisory Board Meeting at 7:00pm
 Monday, December 15th - Planning & Zoning Board at 6:30pm
 Monday, December 15th - Ecology Board at 6:30pm
 Tuesday, December 16th - Code Compliance Board at 7:00pm
 Tuesday, December 16th - Recreation Advisory Board at 7:00pm
 Wednesday, December 17th - Code Review Board at 7:00pm
 Saturday, December 20th - Winterfest at 11:00am
 Thursday, December 25th - All Village Departments are closed.
 Thursday, January 1st - All Village Departments are closed.

Our next regular Commission meeting is Tuesday, January 6, 2015, at 7:00pm

17 Adjournment

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

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

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



301 South Bronough Street • Suite 300 • P.O. Box 1757 • Tallahassee, FL 32302-1757 • (850) 222-9684 • Fax (850) 222-3806 • www.floridaleagueofcities.com

November 18, 2014

The Honorable Fred Jonas
Commissioner, Village of Biscayne Park
640 N. E. 114 Street
Biscayne Park, FL 33161

Dear Commissioner Jonas:

On behalf of the John Scott Dailey Florida Institute of Government and the Florida League of Cities, I am pleased to award this certificate to you for the completion of the Advanced Institute for Elected Municipal Officials held October 24-25, 2014 in Altamonte Springs, Florida.

We hope that you found the program challenging and worthwhile. We encourage you to take advantage of other training opportunities through the FLC University and the Institute of Government.

We strongly believe that your attendance at the Advanced Institute is indicative of your continued commitment to improving the quality of municipal government in Florida. If we may be of assistance in the future, please do not hesitate to call upon us.

We hope to see you at future FLC and IOG events!

Sincerely,

A handwritten signature in black ink that reads "Lynn S. Tipton".

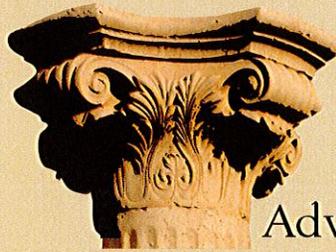
Lynn S. Tipton
Director, FLC University

Enclosure

President **Lori C. Moseley**, Mayor, Miramar

First Vice President **Matthew D. Surrency**, Mayor, Hawthorne • Second Vice President **Susan Haynie**, Mayor, Boca Raton

Executive Director **Michael Sittig** • General Counsel **Harry Morrison, Jr.**



Advanced Institute
for Elected Municipal Officials

Certificate of Completion

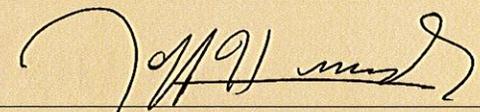
October 24-25, 2014 • Altamonte Springs, Florida

Awarded to

Commissioner Fred Jonas
Village of Biscayne Park

Sponsored by


Executive Director
Florida League of Cities


Executive Director
Florida Institute of Government

Village of Biscayne Park

Financial Statement Recap

October 2014



Village of Biscayne Park
Budget To Actual
For the 1 Month Ended October 31, 2014

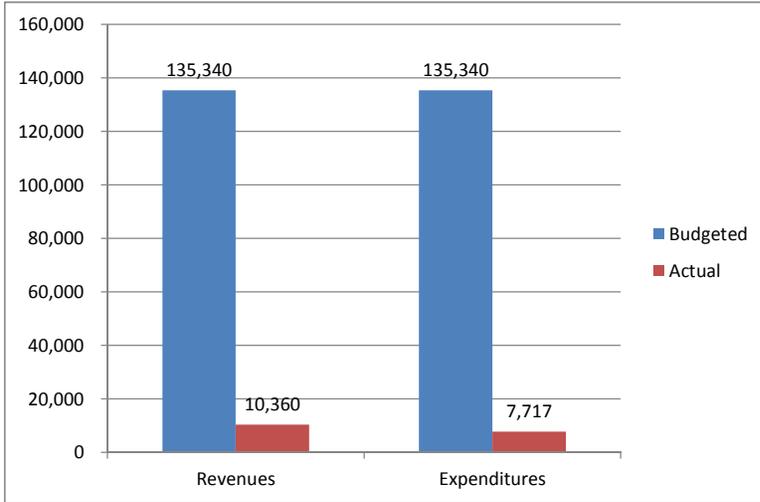
% Fiscal Year Completed 8.49%

FUND ACCOUNT	DESCRIPTION	2014-15 AMENDED BUDGET	YTD BALANCE 10/31/2014	% BDGT USED
Fund 001 - General Fund				
Revenues				
	Property Taxes	1,331,461	0.00	0.00
	Utility Fees	289,962	24,035	8.29
	Franchise Fee	42,783	3,565	8.33
	Intergovernmental Revenues	291,458	23,755	8.15
	Charge For Sales	31,316	3,082	9.84
	Building & Other Permits	236,200	26,187	11.09
	Judgments & Fines	41,100	4,623	11.25
	Miscellaneous Income	106,195	0.00	0.00
	Interest & Dividends	2,000	0.00	0.00
	Grants & Contributions	21,906	880	4.02
		2,394,381	86,126	0.04
Other Sources				
	Transfers In-(Admin Fees)	98,730	8,228	8.00
Total Revenues & Other Sources		2,493,111	94,353	3.78
Expenditures				
	Village Commission	23,718	936	3.49
	Administration	206,082	11,704	5.67
	Finance	147,327	8,626	5.85
	Planning & Zoning	42,000	0.00	0.00
	General Government	430,780	23,197	5.38
	Police	1,081,851	56,385	5.21
	Building Dept.	109,256	2,612	2.4
	Code Enforcement	61,987	3,093	4.99
	Public Works	187,626	13,005	6.93
	Parks & Recreation	167,483	9,241	5.52
		2,458,110	128,799	5.23
Other Uses				
	Transfers Out	35,000	0.00	0.00
Total Expenditures & Other Uses		2,493,110	128,799	5.16

**Village of Biscayne Park
Budget to Actual
For The 1 Month Ended October 31, 2014**

Road Fund

% of Fiscal Year Completed 8.49



7.65%

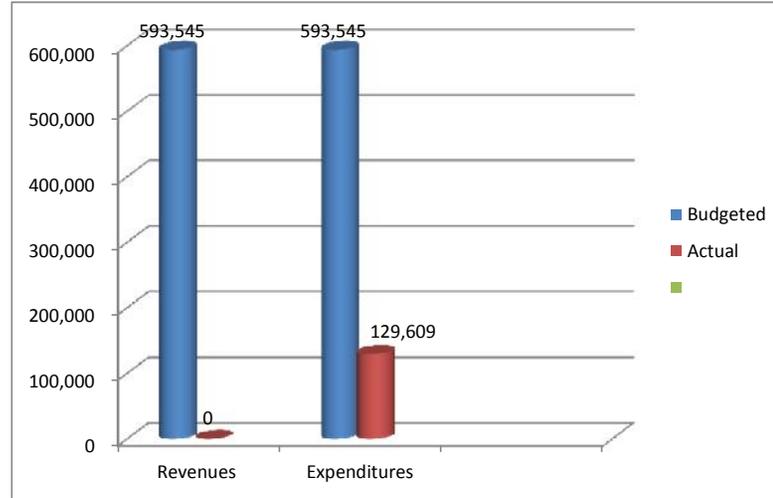
5.70%



60% of 1st payroll in October accrued to Prior Fiscal Year Reversed in October

Sanitation

% of Fiscal Year Completed 8.49



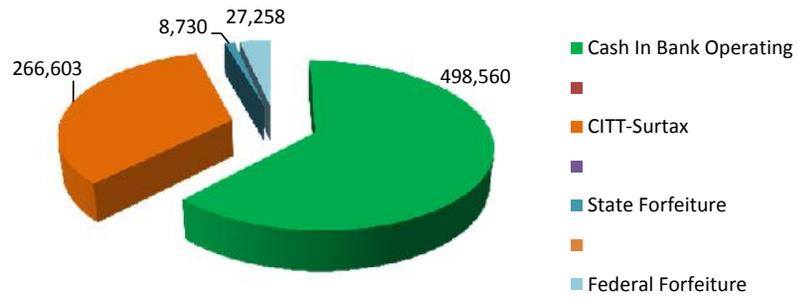
0.03%

21.84%

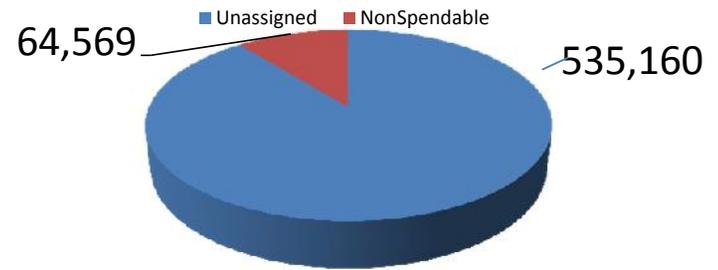
Will be collected with Ad Valorem

\$84, 716 Spent on Recycling Bins

**Village of Biscayne Park-Cash In Bank Accounts -
October 31, 2014**



**Village of Biscayne Park Fund
Balance-General Fund**





Village of Biscayne Park Commission Agenda Report

Village Commission Meeting Date: December 2, 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

- October 7, 2014 Regular Commission Meeting
- November 6, 2014 Joint Meeting Village Commission & Biscayne Park Foundation
- November 6, 2014 Regular Commission Meeting
- November 18, 2014 Special Commission Meeting



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

1 Call to Order

Mayor David Coviello called the meeting to order at 7:08pm.

2 Roll Call

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

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.a Proclamation - October 2014 is Breast Cancer Awareness Month presented to Barbara Plizga with North Shore Medical Center.
- 4.b Proclamation - October 2014 is Anti-Bullying Awareness Month. Joe Chao provided information.
- 4.c Resident Recognitions given to Linda Dillon and Rosemary Wais by Manager Shafran.

5 Additions, Deletions or Withdrawals to the Agenda

Manager Shafran pulls item 8.c and defers to a future meeting. Adds a discussion on building permit inspectors and bathroom renovations to the Manager's Report, item 13.a

Commissioner Anderson pulls item 12.b and defers to a future meeting.

6 Public Comments Related to Agenda Items / Good & Welfare

Barbara Kuhl: Waste Pro's response is good. On annual review of Village Attorney, it is a waste of time. Commission should meet with and ask the Attorney to address any issues they may have. If not, then bring it up at a meeting. Attorney is here more for the Village Manager and staff, and if there is a problem, she should discuss with him. To have a review is a waste of time. Should be ongoing. Prefer you not pursue. Currently we are in a bully mode. Seems if you disagree you get angry. This is why residents don't come to the meeting. Recognition for residents is nice. There have been so many proclamations and endorsements, but for the four employees with over sixty years of employment with the Village, there is nothing.

Janey Anderson: Compliments to Waste Pro. Had an issue on first day and they responded to it very well. We are moving forward and will make it work. On attorney evaluation, all our employees have been through so much. Residents happy with new hires. If not need for attorney evaluation in last fifteen years, and with a unanimous vote of confidence, there is no need for it. Respectfully ask to sit on this and let healing begin.

Rafael Trenche: On annexation vote issue, after what happened with Sanitation, personally get feeling that there is tone deafness from the commission. The idea of a referendum would go a long way to change that. Have a problem with the four guys getting thrown under the bus. On attorney issue, he does not need to be evaluated.

Dan Keys: Not in favor of charter change on annexation. Waste Pro had tough day today. Hold their feet to the fire on the quality. Wet trash today and lots of it. Collection sites sloppy on my street. Do specific evaluation on their quality. On fee schedule ordinance, in favor of it. Will streamline government. Fee schedule can change with three votes. Decision should not be taken lightly. May want to consider a four-fifths vote requirement for increases. Fee schedule should be placed online. Resolution on fees should never be on the consent agenda. Not sure why North Miami and South Miami were used as examples. Maybe a decent evaluation be done for our community. On train issue, not sure if a noise barrier is being considered. Good thing regionally but not for us. Swale ordinance is good.

Milton Hunter: Focus on two words: compromise and acceptance. This is the root of why we are dysfunctional. Who do we want to be as a community? Rise over the pettiness. We continue to be guided by those who create chaos. If we choose not to be involved, or only at the last minute, you have no right to complain. If we choose to be part of the solution, we need to get facts from the correct source. Emails to a select few are part of the problem. There is no secrecy going on. We need to be responsible and to become educated. Who do we want to be going forward?

Dan Rodriguez: Applaud gentleman before me. I am very passionate. Resident since 1991. As a whole our community is good and works well together. My family and I were victims of a crime in Miami Shores. Our police are the best. They handle situations well. They respond in minutes. Concerned with the park. Has become a center for adolescents with no respect. Applaud Village Manager for handling a recent situation I had. Concerned with the sports groups using the park and the verbal abuse received by one of them. Don't feel safe anymore here. Shelecia the Park Manager has done a good job. The adolescents and their mouth are not acceptable. There is a line that has been crossed. We should continue to move forward.

Tracey Truppman: Compliments commission and staff. Lived here for a long time. You are moving forward. In the past we were stagnating. Agree with Milton. We cannot always get what we want. In the end we have to live here and compromise. Propose you reach out to your neighbors.

Andrew Olis: Keep moving forward on annexation. On sales and driveways, please come to Code Review Board meetings to discuss. Why are there different school zones in the Village. Can we get it change so all are zoned for Miami Shores Elementary? On Code Enforcement, have owned to homes here. Enforcement needs to tighten up. Being too gracious with residents. Need to move forward. Can we change the courtesy notices? Some property owners have multiple notices. They take care of the issues at the last minute, but just barely. They do the minimum only. Need to make it tougher.

Gary Kuhl: If we recognize moving forward, and avoid what is occurring now, start by not doing the attorney evaluation. Not the tone we want to set. Just express your opinion and concede. But if you do go that route, then it is time to start evaluating the commission.

Meeting is paused at 7:56pm

Meeting resumed at 8:05pm

7 Information / Updates

- 7.a Chief McKenna provided an update regarding recent crime in Biscayne Park and the surrounding municipalities. Introduced Detective Lieutenant Hector Pineda.
- 7.b Sanitation transition update:
Manager Shafran glad to hear the positive comments on Waste Pro. Public Services Manager Krishan Manners provided a recap of the first week.

7.c Gage Hartung provided a recap of the proposed changes to Chapter 5.

Vice Mayor Ross suggests for staff to provide a ballpark cost estimate to trim the trees in all the swale areas of the Village.

Vice Mayor Ross makes a motion to direct staff to work up items discussed and it is seconded by Commissioner Jonas.

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

Opposed: None

Motion carries: 4/0

8 Consent Agenda

Manager Shafran pulled item 8.c during Additions/Deletions.

Clerk Camara pulls the minutes for September 9th.

Left on the consent agenda:

8.a Approval of Minutes

- ◆ August 5, 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.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

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

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

Opposed: None

Motion carries: 4/0

9 **Ordinances**

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

Attorney Hearn read the title and Manager provided summary.

Mayor Coviello opened the meeting to public comment on this ordinance.

Dan Keys: It is an easy change to make today. In future, may be different. Future resolutions should not be on the consent agenda. Should be a four-fifths vote. Request fees be on the website.

After discussion, Commissioner Jonas makes a motion to approve Ordinance 2014-08, but the motion dies for lack of second.

Vice Mayor Ross makes a motion to add the provision that fees are to be posted at Village Hall on also by an electronic means on our website and to approve Ordinance 2014-08.

Attorney Hearn recommends that the Resolution should be amended with this provision instead.

Vice Mayor Ross withdraws her motion.

Commissioner Jonas makes a motion to approve Ordinance 2014-08 and it is seconded by Vice Mayor Ross.

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

Motion carries: 4/0

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**

Attorney Hearn read the title and Manager Shafran provided the background.

After discussion, there was consensus from the Commission to amend the proposed fee schedule as follows:

> The non-resident fees for Parks & Recreation rentals will be double The resident fee.

> The alarm registration fee is \$20.

> The permit fees for A/C units will be one price, regardless of tonnage at \$145.

> The Planning & Zoning Board review fee is \$25.

> Future fee schedule changes will be made at a public hearing.

> Post fee schedule on website.

> Keep fee for oversized trash pile starting at \$20.

Vice Mayor Ross makes a motion to approve Resolution 2014-70 with the changes agreed on. It is seconded by Commissioner Anderson.

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

Opposed: None

Motion carries: 4/0

11 Old Business

11.a Village Attorney Evaluation

Vice Mayor proposed the evaluation. Would rather not want to wait until there is an issue. Would rather prefer to do it regularly, perhaps every two years.

There was no consensus to either move forward with Vice Mayor Ross' proposal or to modify to a voluntary, narrative process. Manager Shafran provided her 100% satisfaction with Attorney Hearn.

12 New Business

12.a Discussion: Invitation to Bid - Public Safety and Administration Annex

Final phase of plans to be completed in 2-3 weeks, then will go to bid after. Has a clear understanding of the expectations and to maintain an aggressive timeline.

12.b Discussion for an ordinance to amend the charter for a referendum to accept annexation proposal - as requested by Commissioner Watts. Deferred to November.

12.c Establish uniform policy to notify residents on decisions - as requested by Mayor Coviello. Deferred to November.

12.d Children's Trust Read to Learn Campaign - as requested by Vice Mayor Ross

Vice Mayor recommends to engage in a book drive and provide more exposure to our library. Consensus to move forward and to add to our website.

13 Request for Placement of Items on Next Meeting Agenda

Items 12.b and 12.c from this agenda will be moved to November.

Board member selection for the Charter Review Board.

Vice Mayor Ross proposes a joint meeting with the Commission and the Biscayne Park Foundation immediately before the November meeting at 6:30pm.

14 Reports

Village Manager:

- Annexation: Have met with our representation on annexation. They have met with County staff. Will be meeting with them regarding the mobilization of the outreach to the annexation area. Confirmed with County we are held to the voters in the area. They left the meeting with the County with a good sense of support of our application.

Mayor Coviello asks that the firm representing us provide weekly updates to the Commission on their progress/status.

- Lob cabin restoration and annex building: Getting ready to go out to bid.

- Building Inspector contracts: Part of auditor's findings report. Two are interested in going into contract, plumbing and chief building inspector. There is a sense from mechanical and electrical inspector that they are not willing or able to get liability insurance that is required. Look to wrap this up so as not to have another finding on our audit. We are unable to add the inspectors to our insurance with FMIT. Not an option. We can try to obtain other individuals, or possibly utilizing a company. Wanted to bring this forward to the commission. Look to put the contracts on the November agenda.

- Bathroom renovations at Recreation Center: Provided a recap and will move forward to complete the repair and renovation.

Village Attorney:

- On North Miami Water Utility agreement, will follow up with their attorney to do a Memorandum of Understanding (MOU).

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

The next regular commission meeting is Tuesday, November 6, 2014, at 7:00pm.

15 Adjournment

The meeting was adjourned at 10:26pm.

Commission approved on _____.

Attest:

David Coviello, Mayor

Maria Camara, Village Clerk



MINUTES

JOINT MEETING - Village of Biscayne Park Commission & the Biscayne Park Foundation

**Ed Burke Recreation Center - 11400 NE 9th Court
Biscayne Park, FL 33161**

Thursday, November 6, 2014 at 6:30pm

1 Call to Order

Mayor David Coviello called the meeting to order at 6:35pm.

2 Roll Call

Mayor David Coviello - present
Vice Mayor Roxanna Ross - present
Commissioner Bob Anderson - present
Commissioner Fred Jonas - present
Commissioner Barbara Watts - present
Foundation President Supreme Dorvil - present
Foundation Vice President Jorge Marinoni - present
Foundation Treasurer Joe Chao - present
Foundation Secretary Marie Smith - present

Present from staff were:

Village Manager Heidi Shafran
Village Clerk Maria C. Camara
Village Attorney John Hearn

3 Additions, Deletions or Withdrawals to the Agenda

< None >

4 Public Comments Related to Agenda Items / Good & Welfare

< None >

5 New Business

Biscayne Park Foundation Board members expressed need for:

- Orientation for new members
- There are many things the Foundation needs from the Village and the Village needs from the Foundation.
- Foundation is a not for profit and can submit for grants, but have no expertise on how to write grants.
- Looking for a policy document on what the Foundation can and cannot do.

- Should the Village Attorney look at agreements that the Foundation enter to, i.e., bands, food trucks, etc.

The future goals of the Foundation are:

- Car & Motorcycle show in December at Winter Fest
- Promote the \$20 per household and to become a member, not just a supporter.
- Concentrated effort to get membership into the Foundation.
- Lighting for the park is the number one priority.
- Looks for better communication between the Village and the Foundation.

Vice Mayor Ross suggests the Foundation provide a list of services they are looking for the Village to provide or to provide the support.

Commissioner Anderson: Residents have no idea how much money has been collected by the Foundation. Suggests that their meeting minutes include a treasurer's summary.

President Dorvil confirms with Attorney Hearn that members can be added to the Foundation through sub-committees.

In summary:

- The Foundation will provide a list of items that they request support or assistance from the Village.
- Foundation to be included in the next Village newsletter, February 2015.
- Look into being included in the Egret and Miami Shores Chamber events listing.

6 Adjournment

The meeting was adjourned at 6:52pm.

Commission approved on _____.

Attest:

David Coviello, Mayor

Maria Camara, Village Clerk



MINUTES
REGULAR COMMISSION MEETING
Ed Burke Recreation Center - 11400 NE 9th Court
Biscayne Park, FL 33161
Thursday, November 6, 2014 at 7:00pm

1 Call to Order

Mayor David Coviello called the meeting to order at 7:20pm

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 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

Proclamation for Veteran's Day - November 11, 2014. The following residents/staff
4.a were honored: Chester Morris, Dan Samaria, Hector Pineda, Robert Kuse and Willard
Shepard (represented by Tainna Shepard)

4.b Ygrene presentation by Rafael Perez, Regional Manager

5 Additions, Deletions or Withdrawals to the Agenda

Manager Shafran adds the month end Financials as item 7.b.

Commissioner Jonas requests to add a discussion on the log cabin renovations under
the Manager's report.

Dan Samaria: On item 12.f regarding Boards. As Chair of Recreation Board, if intent is to disband any of the boards, I am against it. If Comm. Jonas wants to act on a specific board, then needs to identify and explain why and with more notification. If intent is to let residents know that volunteers are needed, I applaud the attempt. In regards to the Recreation Advisory Board, looking for family members to fill the open positions and it is an important board to the Village. There is no sitting commission with children under 18 years old. Who will then speak for the children? Last two meetings have not had quorum. There are two commissions who have not filled positions for recent resignations. I am aware of one application submitted and two additional are coming. Work with us to get members and there will be no issues with quorum. This board has raised funds for the Recreation Center and involved in Village events. If you disband because of two missed meetings, it is not right. Asking to waive the six month residency requirement. Many don't know about the boards and their function. Also consider allowing husband and wife on one board.

Dan Rodriguez: In regards to Recreation Board, did not it existed. Would like to be considered for the board. Care about the park. Live across the street from the park. Have asked Police to get groups off the park due to noise, or still on park after dark. Police have stepped up, but groups still stay. Commissioners very helpful with Foundation, and would like to follow suit with all other boards. For children's sake, consider helping all the boards. On a situation with Waste Management, neighbor had trash pile. Someone from Waste Management asked his neighbor asked why he had so much trash and they also asked for recompense. Neighbor offered Diet Coke, but he declined wanting something with sugar. People not from the Park are abusing the residents. Was called an SOB from a Coach using the park. This is unheard of. We were never abused like this. Not by Public Works people or those using our park. Commission is doing a great job.

Dan Keys: On swale ordinance, document needs some additional work. Recommend Code Review Board and Parks & Parkway and Staff get together to hash out what needs to be tweaked. Not sure if the Village has been driven through to see how this document will work. In favor of strategic planning session, but mull over the ideas that come out of those meetings before implementing. On the Board item, other cities evaluate their boards to make sure they are still serving the community. Staff could make recommendations and keep out of political realm. On proposal to have a vote on annexation or charter change to require it, with this particular one, don't believe a vote is necessary. This proposal is not problematic and it is a benefit to the community.

Harvey Bilt: Agree with Dan. Everyone elected to carry on the wishes of the public. Already had enough meetings and everyone agree to go forward with the annexation proposal. Can't understand why this has to go to public vote.

Steve Bernard: On boards, if anyone is looking to disband, needs full notification. Rec Board has done more good than any other board. On swale item, some residents have very large trees and should consider grandfathering. On the annexation vote item, this project takes the decision away from the voters and left only to three that voted for it. After this commission has shown a disregard to two recent petitions, it shows you are going against constituents when you choose to. This step looks to force the Commission and Administration to provide valid data to substantiate annexation. So far we have not seen. Have only had one meeting on this particular application. It is not enough. We are adults and we will understand the data. In 2012 Ross, Anderson, Watts voted in favor to change election date on a referendum and allowed voters to decide. Then resident Jonas also agreed people should vote. Why don't you agree to do the same now? Ross stated then that if we didn't put election change on ballot, voters would rise up and do a petition. For this issue, there is triple the amount necessary to be on a committee for this petition. Also the petition would need to have 10% of the electors sign it. In one day I was able to get 30 people to sign it. Tonight the Commission can work with residents and put on ballot, or work against them and force the petition. This petition will happen. Those who sign will know they are doing this because you did not listen to them. Three of you failed to listen to us on outsourcing of sanitation, please don't fail on us with this. Urge you to let the constituents to vote like you did two years ago. You have a chance to win back confidence of constituents. You say no, you will have a petition. A formal petition will put it on the ballot anyway.

Chuck Ross: On Crime Watch, please lock your vehicle doors and your windows and doors in your home. Don't make yourself an easy target. There will be a Crime Watch meeting on November 18th at 7:00pm. In regards to annexation referendum, the question is, what is the alternative. What is the alternative to this new revenue stream. Did not hear that from previous speaker. Annexation will provide a significant revenue stream and there additional revenues that haven't been considered. Comm. Watts mentioned about renters in that area. They have leases and contracts. The four top vote getters in last election were in favor of annexation. Even candidate Manny Espinosa spoke in favor, it is a great idea as long as we can service the area the first year. Will have negotiations with the County and they want us to succeed. In conclusion, annexation vote was already taken. Protect property values from diminishing. Insure Village services are maintained and enhanced. Continue moving forward with annexation to provide the resources for the entire Village.

Judi Hamelburg: As a property owner of rental property, have had to increase rent because of increase in taxes. I am a member of Code Review Board. Do not agree with Dan Keys that we have not worked with Parks & Parkway on proposed code changes. We have met with their group, and we have considered their input in the document presented.

Chester Morris: Agree with Steve Bernard. We have to leave annexation up the Village. Don't know why you are afraid of. If it is a good idea, people will vote for it. We did it for elections, so why can't we ask them what they want. You can't make their millage 9.7. They are currently at 1.9. There will be a period of 3 years that Village will lose money. This is based on information provided by Commissioner Anderson. Let the people of the Village decide what they want. Thanks for recognizing the Vets. Happy to announce that Rotary will provide money for Winterfest.

Janey Anderson: In 36 years living here we have talked many subjects to death and sometimes have lost out on funding because we could not make a decision. We have financial issues. Remember two numbers. The first is 9.7. This is our current tax and this still doesn't bring enough money for the services we need. We couldn't keep up with salaries. We can't keep it on the backs of the property owners. Annexation will diversify our tax base. The other number is \$1,000,000 which is what it cost after Hurricane Wilma cleanup. We need to diversify our revenue stream.

Mayor Coviello confirmed that there were 12 to 15 meetings on annexation. There is and has always been data provided on annexation and happy to review with anyone.

7 Information / Updates

Sanitation transition update from Public Services Manager Krishan Manners: The first month with Waste Pro, it has been a month of learning for Village and Waste Pro. Have a new Waste Pro field supervisor assigned to the Village to help us. The Village has a lot more yard waste than Waste Pro anticipated. We have held their feet to the fire and they have brought in a fourth truck. Still not perfect and still developing. Waste Pro is a good partner that continues to work with us and to be responsive to residents. TracEz has been working well for residents. Have identified yard maintenance vendors (landscapers) that are off loading their yard trash on Village properties. Those houses that seem to be repeatedly missed are those with side service. In reality, several of those have had their garbage placed either in the back, or behind a hedge, or next to a dog. Worked with those residents to resolve.

7.a Guerlin Escar from Waste Pro will provide information to Commissioner Anderson on how to upload pictures/images on TracEz. Every week it is getting better and better. On track to having it perfect. Also confirmed that it is Waste Pro's goal to complete the pick up schedule before 5:00pm and not to do any collections at night.

7.b Month end financials for fiscal year 2013-14 as of September 30, 2014, provided by Finance Director Williams.

8 Consent Agenda

Mayor Coviello pulls item 8.h, Resolution 2014-77.

Commissioner Jonas pulls item 8.i, Resolution 2014-78.
Commissioner Anderson pulls item 8.d, Resolution 2014-73.
Commissioner Watts pulls item 8.c, Resolution 2014-57.
Commissioner Ross pulls item 8.k, Resolution 2014-80.

Left on the consent agenda:

8.a Approval of Minutes

- ◆ September 9, 2014 Regular Commission Meeting

8.b Acceptance of Board Minutes

- ◆ Parks & Parkway Advisory Board - August 21, 2014
- ◆ Planning & Zoning - October 6, 2014
- ◆ Planning & Zoning - October 20, 2014 DRAFT
- ◆ Code Compliance - October 14, 2014 DRAFT
- ◆ Parks & Parkway Advisory Board - October 1, 2014 DRAFT

8.e **Resolution 2014-74**

A RESOLUTION OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCANE PARK **AUTHORIZING THE PROPER OFFICERS AND OFFICIALS OF THE VILLAGE TO EXECUTE A COMMUNITY DEVELOPMENT BLOCK GRANT (“CDBG”) CONTRACT** BETWEEN THE VILLAGE AND MIAMI-DADE COUNTY WHICH PROVIDES FOR \$50,000 IN GRANT FUNDS FOR COMMUNITY SIGNAGE AUTHORIZING AND APPROVING THE VILLAGE’S ACCEPTANCE OF THE MIAMI-DADE COUNTY CDBG GRANT FUNDING OF \$50,000; PROVIDING FOR AN EFFECTIVE DATE

8.f **Resolution 2014-75**

A RESOLUTION OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA; **AUTHORIZING THE MAYOR TO EXECUTE THE PROFESSIONAL SERVICES AGREEMENT BETWEEN SALVATORE ANNESE AND THE VILLAGE OF BISCAYNE PARK FOR THE PROVISION OF BUILDING PLAN REVIEW AND INSPECTION SERVICES;** PROVIDING FOR AN EFFECTIVE DATE.

8.g **Resolution 2014-76**

A RESOLUTION OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA; **AUTHORIZING THE MAYOR TO EXECUTE THE PROFESSIONAL SERVICES AGREEMENT BETWEEN JAMES LEVEROCK AND THE VILLAGE OF BISCAYNE PARK FOR THE PROVISION OF BUILDING PLAN REVIEW AND INSPECTION SERVICES;** PROVIDING FOR AN EFFECTIVE DATE.

8.j **Resolution 2014-79**

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 MIAMI SHORES POLICE DEPARTMENT, AND THE VILLAGE OF BISCAYNE PARK POLICE DEPARTMENT;** PROVIDING FOR AN EFFECTIVE DATE

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 2014-57**

RESOLUTION OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK **AUTHORIZING THE MAYOR TO EXECUTE THE COLLECTIVE BARGAINING AGREEMENT EFFECTIVE OCTOBER 1, 2013 THROUGH SEPTEMBER 30, 2016,** BETWEEN THE VILLAGE AND THE **INTERNATIONAL UNION OF PAINTERS AND ALLIED TRADES,** BOTH SUPERVISORY AND NON-SUPERVISORY; PROVIDING FOR AN EFFECTIVE DATE

Commissioner Watts concerned that on page 13, Article 12, it is for immediate family only. Need to recognize not just blood relatives. Suggest to add that it be under Village Manager's discretion, those very close to the family.

Attorney Hearn recommends this update for all employees via the policy manual.

Vice Mayor Ross makes a motion to approve Resolution 2014-57 and it is seconded by Commissioner Ross.

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

Opposed: None

Motion carries: 5/0

8.d **Resolution 2014-73**

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 GOV DEALS;** PROVIDING FOR AN EFFECTIVE DATE

Commissioner Anderson confirms that two vehicles on the surplus list are inoperable.

Commissioner Anderson makes a motion to approve Resolution 2014-73 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.h **Resolution 2014-77**

A RESOLUTION OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA; **AUTHORIZING THE MAYOR TO EXECUTE THE PROFESSIONAL SERVICES AGREEMENT BETWEEN CAP GOVERNMENT, INC. AND THE VILLAGE OF BISCAYNE PARK FOR THE PROVISION OF BUILDING PLAN REVIEW AND INSPECTION SERVICES;** PROVIDING FOR AN EFFECTIVE DATE.

Mayor Coviello requested that this item be moved to the November 18th meeting to continue discussion with current inspectors.

Manager Shafran explained that she has met with current officials three times and reviewed the agreement and insurance requirements. Provided them ideas on how to move forward. Two officials came back, building and plumbing, but the others did not, electrical and mechanical. CAP Government would fill the hole left by the two that have not responded.

Carlos Penin, President of CAP Government provided the Commission with the background of his company.

Commissioner Jonas confirms that 65% of the permit fees are paid to the officials, and the balance to the Village.

Commissioner Watts confirms that CAP Government provides their employees with health benefits.

After discussion, Vice Mayor Ross makes a motion to approve Resolution 2014-77 and to employee CAP Government on as need basis, and it seconded by Commissioner Anderson.

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

Opposed: Mayor Coviello and Commissioner Watts

Motion carries: 3/2

8.i **Resolution 2014-78**

A RESOLUTION OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA, **OPPOSING THE PROPOSED DEVELOPMENT OF APPROXIMATELY 88 ACRES OF PINE ROCKLAND** GENERALLY LOCATED ALONG S.W. 152 STREET AND S.W. 127TH AVENUE WITHIN UNINCORPORATED MIAMI-DADE COUNTY; PROVIDING FOR AN EFFECTIVE DATE

Commissioner Jonas stated this has nothing to do with Biscayne Park. Not what this commission should be engaged in.

Vice Mayor Ross stated this resolution should not have been on consent agenda. Supports conservation, but we do not have sufficient information on this proposed document for something affecting an area 30 miles away from us.

Commissioner Watts stated this is a worthy cause. Crucial to the environment of South Florida.

Commissioner Watts makes a motion to approve Resolution 2014-78 and there is no second. Motion fails for lack of a second.

8.k **Resolution 2014-81**

A RESOLUTION OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA, **SUPPORTING THE MIAMI-DADE COUNTY ORDINANCE RELATING TO HISTORIC PRESERVATION**; PROVIDING FOR AN EFFECTIVE DATE

Vice Mayor Ross stated this resolution should also not have been on consent agenda. Going forward, include the sponsor of the item on the agenda.

Commissioner Anderson stated this will have a direct impact on the Village.

Vice Mayor Ross makes a motion to approve Resolution 2014-81 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 Ordinances

FIRST READING:

9.c **Ordinance 2014-11**

AN ORDINANCE OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA, PURSUANT TO SECTION 166.041, FLORIDA STATUTES, TO AMEND ORDINANCE 2013-12 ADOPTED ON NOVEMBER 20, 2013, **FINALIZING AND ADOPTING THE ANNUAL OPERATING BUDGET FOR FISCAL YEAR 2013-2014, BY AMENDING VARIOUS PARTS OF THE BUDGET** CONSISTENT WITH EXHIBIT "A", ATTACHED HERETO; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; 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.

Commissioner Jonas makes a motion to approve Ordinance 2014-11 at first reading and it is seconded by Commissioner Anderson.

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

Motion carries: 5/0

10 Resolutions

10.a Resolution 2014-80

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

Attorney Hearn read the title.

Each Commissioner appointed a member to the Charter Review Advisory Board as follows:

- > Mayor Coviello appoints Jenny Johnson-Sardella
- > Vice Mayor Ross appoints Dan Keys
- > Commissioner Anderson appoints Vicki Smith-Bilt
- > Commissioner Jonas appoints Brian McNoldy
- > Commissioner Watts appoints David Goehl

Each Commissioner was provided ballots to select the two at large members from candidates Ramon Irizarry, Dale Blanton, Chester Morris and Kathy Childress.

Based on the votes, Dale Blanton and Ramon Irizarry were selected.

Vice Mayor Ross makes a motion to approve Resolution 2014-80 and the seven board members selected, 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

11 Old Business

11.a Code Review Board - Proposed changes to Chapter 5

Attorney Hearn provided the background. Manager Shafran looking for policy direction on how to move forward with maintenance of trees in the swales.

Commissioner Jonas makes a motion to direct Staff to draft ordinance for first reading based on proposed code, and it is seconded by Vice Mayor Ross.

After discussion the motion was called to a vote:

All in favor: Commissioner Jonas

Opposed: Mayor Coviello, Vice Mayor Ross, Commissioner Anderson and Commissioner Watts

Motion fails: 1/4

Vice Mayor Ross makes a motion to direct Staff to draft ordinance for first reading and include some type of mitigation for the larger trees in the swale areas. 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

12 New Business

- 12.a Discussion for an ordinance to amend the charter for a referendum to accept annexation proposal - as requested by Commissioner Watts

Commissioner Watts is concerned with amount being paid now for lobbyists to move annexation forward. Also with the formulas being used to calculate the services needed, specifically for police officers and code compliance officer. We considered doing a poll in previous year, but could no longer do. Since this will substantially change the Village, should put this to a vote to the residents.

After discussion, Mayor Coviello asks if there was consensus from the Commission to move forward with an ordinance to put item on the ballot. There is no consensus.

- 12.b Establish uniform policy on notifying residents on decisions - as requested by Mayor Coviello

Consensus to continue to add and build on all types of communication to residents. Provide a flyer explaining all of the communication methods used to inform the residents. Provide a place where those without access to a computer can read the information sent by e-mail.

- 12.c Board Member application - Public Art Advisory Board

Commissioner Anderson makes a motion to accept Veronica Fascie's board member application for the Public Art Advisory Board and it is seconded by Commissioner Ross.

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

Opposed: None

Motion carries: 5/0

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

Commissioner Anderson makes a motion to nominate Mayor Coviello as the League designate 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

There is consensus to have Commissioner Anderson be the alternate League designate.

12.e Strategic Plan - As requested by Commissioner Jonas

The Commission looks to have a possible Strategic Planning Session in Spring of 2015. Agree to include Village Boards, and to keep it in-house. Prior to finalizing the plans for the session, revisit the structure.

12.f Village Boards - As requested by Commissioner Jonas

Commissioner Jonas concerned with boards who do not meet on a regular basis or who do not have a full board.

Commissioner Anderson suggests that the Chair for each Board provide a presentation to the Commission in January or February on how their board is functioning.

In regards to the Recreation Advisory Board, will bring the board member applicants for Commission consideration at the November 18th meeting.

12.g FLOC Institute for Elected Municipal Officials (IEMO) - As requested by Commissioner Jonas

Commissioner Jonas suggests that all elected officials are mandated to attend the level 1 and level 2 sessions provided by the Florida League of Cities.

Attorney Hearn advises that effective January 2015, all elected officials must attend a continuing education in ethics. Will advise more information once the Florida League of Cities provides.

Consensus to bring back for discussion in January 2015.

13 Request for Placement of Items on Next Meeting Agenda

Vice Mayor Ross: Discussion on MLK Day of Service

14 Reports

Village Manager:

- Annexation: Continue speaking with outreach team. Working with North Miami on coordination applications. Met with their City Attorney and Planning Manager. Next step is to meet with their elected officials.

- Lob cabin restoration and annex building: Manager Shafran provided updated chart on the timeline for project. To date, 11 bid packets have been picked up. Next is mandatory pre-bid meeting, then bids are due November 24th. After Review Committee makes a selection, Manager will present the recommendation to the Commission at a Special Commission meeting on December 9th.

- The Halloween Fun House was a huge success and thanks Chuck Ross and Crime Watch for their assistance. Recognize Parks & Recreation Manager Shelecia Bartley for an amazing job.

- April 2015 is National Volunteer Month. Look to put together events to recognize volunteers on boards and to get Commission input and participation.

- On the bathroom renovations, ready to proceed in the next week or two. Contractor will absorb all costs except for the new tile.

Village Attorney:

- In regards to funding from the State, the State of Florida did not add the 90 day extension to the June 30th deadline in the agreement. However they stated they will consider it.

15 Announcements

Saturday, November 8th - Walk a Hound Lose a Pound at 9:00am

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

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

Wednesday, November 12th - Code Compliance Board at 7:00pm

Saturday, November 15th - Movie Night in Park starting at 6:30pm

Monday, November 17th - Planning & Zoning Board at 6:30pm

Monday, November 17th - Ecology Board at 6:30pm

Tuesday, November 18th - Crime Watch Meeting at 7:00pm

Wednesday, November 19th - Parks & Parkway Advisory Board at 6:00pm

Wednesday, November 19th - Code Review Board at 7:00pm

Tuesday, November 25th - Recreation Advisory Board at 7:00pm

Thursday, November 27th and Friday, November 28th - All Village Departments are closed for Thanksgiving.

Monday, December 1st - Planning & Zoning Board at 6:30pm

The next regular commission meeting is Tuesday, December 2, 2014, at 7:00pm.

16 Adjournment

The meeting was adjourned at 10:50pm.

Commission approved on _____.

Attest:

David Coviello, Mayor

Maria Camara, Village Clerk



MINUTES

Special Commission Meeting

Ed Burke Recreation Center - 11400 NE 9th Court

Biscayne Park, FL 33161

Tuesday, November 18, 2014 at 6:30pm

1 Call to Order

Mayor David Coviello called the meeting to order at 6:39pm.

2 Roll Call

Mayor David Coviello - present

Vice Mayor Roxanna Ross - present

Commissioner Bob Anderson - present

Commissioner Fred Jonas - absent (*arrived at 6:45pm*)

Commissioner Barbara Watts - present

Present from staff were:

Village Clerk Maria C. Camara

Village Attorney John Hearn

Finance Director, Irwin Williams

Public Services Manager Krishan Manners

Assistant Public Works Director Cesar Hernandez

3 Pledge of Allegiance

4 Additions, Deletions or Withdrawals to the Agenda

< None >

5 Public Comments Related to Agenda Items / Good & Welfare

< None >

6 Ordinances

SECOND READING:

6.a Ordinance 2014-11

AN ORDINANCE OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA, PURSUANT TO SECTION 166.041, FLORIDA STATUTES, TO AMEND ORDINANCE 2013-12 ADOPTED ON NOVEMBER 20, 2013, **FINALIZING AND ADOPTING THE ANNUAL OPERATING BUDGET FOR FISCAL YEAR 2013-2014, BY AMENDING VARIOUS PARTS OF THE BUDGET** CONSISTENT WITH EXHIBIT "A", ATTACHED HERETO; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE

Attorney Hearn read the title.

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

Vice Mayor Ross makes a motion to approve Ordinance 2014-11 at second reading and it is seconded by Commissioner Watts.

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

Opposed: None

Motion carries: 4/0

7 Old Business

< None >

8 New Business

The following residents submitted board member applications for the Recreation Advisory Board: Ivette Cordero, Elizabeth Goldman, Dan Rodriguez, and Rosemary Wais (alternate).

Motion made by Commissioner Watts to accept all applicants and it is seconded by Commissioner Anderson.

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

Opposed: None

Motion carries: 4/0

Public Services Manager Krishan Manners provided an update on the plantings on the each side of the bridge on Sixth Avenue. Plantings on the east side will be completed by Thanksgiving. Plantings to begin on the west side after the holiday. Irrigation will be a necessity. Resident Judi Hamelburg provided a reference for a person that could provide an irrigation system.

9 Announcements

Tuesday, November 18th - Crime Watch Meeting at 7:00pm

Wednesday, November 19th - Parks & Parkway Advisory Board at 6:00pm

Wednesday, November 19th - Code Review Board at 7:00pm

Tuesday, November 25th - Recreation Advisory Board at 7:00pm
Thursday, November 27th and Friday, November 28th - All Village Departments are closed for Thanksgiving.
Monday, December 1st - Planning & Zoning Board at 6:30pm

Our next regular Commission meeting is Tuesday, December 2, 2014, at 7:00pm.

7 Adjournment

The meeting was adjourned at 6:52pm.

Commission approved on _____.

Attest:

David Coviello, Mayor

Maria Camara, Village Clerk



Village of Biscayne Park

Commission Agenda Report

Village Commission Meeting Date: December 2, 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

- Ecology Board Meeting - September 15, 2014 - DRAFT
- Parks & Parkway Advisory Board - October 29, 2014 - DRAFT
- Planning & Zoning Board - November 3, 2014
- Planning & Zoning Board - November 17, 2014 - DRAFT
- Code Review Board - November 19, 2014 - DRAFT
- Code Compliance Board - November 12, 2014 - DRAFT



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

September 15, 2014

- 1. Call to Order** - The meeting was called to order at 6:35 p.m.
- 2. Roll Call** - Carmen DeBernardi, Kara 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 an Ewaste recycling event for the fall and determined that such an event should be scheduled in December 2014 or after.
- 6. Old Business** - The Board discussed the native plant sale event and its scheduling in coordination with Citizens for a Better South Florida, which will supply the plants. The Board discussed the state of the West Biscayne Canal and the fact that it contains a great deal of litter such as plastic bottles and Styrofoam food containers. The Board outlined a potential canal cleanup event and discussed sending an email to Village residents to enquire as to who could make available canoes or other small boats for such an event. The Board elected to roll over to the next meeting a discussion regarding Board input into projects funded by the Biscayne Park Foundation.
- 7. Public Comments** - None.
- 8. Announcements** - The next meeting will take place on Monday, October 13, at 6:30 p.m. at the recreation center.
- 9. Adjournment** - The meeting was adjourned at: 7:02

Minutes taken by Luca Bronzi

Minutes approved by: _____

On this _____ day of _____, 2014



PARKS &
PARKWAY
ADVISORY BOARD

Dan Keys
Chairman

Barbara Kuhl
Robert Moreno
Robert Silverman
Randy Wagoner

Alternate
Lynn Fischer

MINUTES
PARKS & PARKWAY ADVISORY BOARD
Ed Burke Recreation Center 11400 NE 9th Court
Wednesday, October 29, 2014 at 6:00 PM

1. CALL TO ORDER AND ROLL CALL – Barbara Kuhl, Robert Silverman, Randy Wagoner, Dan Keys and Lynn Fischer were present; Robert Moreno was absent. Krishan Manners represented Staff.
2. AGENDA ADDITIONS AND DELETIONS – Swale Ordinance and Million Orchid Project (old business) Development of Griffing Park (new business)
3. PUBLIC COMMENT (PERMITTED FOR EACH AGENDA ITEM) -
None
4. APPROVAL OF MINUTES – The Board unanimously approved the minutes of 10.1.2014.
5. OLD BUSINESS
 - A. VILLAGE STAFF REPORT
 1. **General median maintenance** – Krishan advised that the Village had purchased a new “Scag” mower for the medians and that the medians are being mowed every 2 weeks.
 2. **Tree removal and tree trimming issues** - The Village has begun removing dead trees from the medians. Mr. Manners advised that he needed the addresses to the trees that were in conflict with trees that had been planted next to them. The Board had produced a report regarding this matter and Krishan was advised that the report should be in Village Hall. The Board also suggested that low limbs causing problems for vehicles passing through the roadways of the Village should be addressed. Krishan advised the Board that he had offered Mr. Keys the opportunity to meet with the contractor and Mr. Keys advised that he would attend the meeting to be held in the near future.
 3. **Athletic field turf maintenance** – No news.
 4. **Athletic field irrigation system maintenance** - The irrigation pump needs to be replaced. Bids were being sought. There was no report on the status of the irrigation head replacement project.



5. **Highway Beautification Grant Proposal made for median of NE 6th Ave** – work is in the planning stages.

6. **Sixth Ave. Bridge Grant** – All of the plants had been purchased for the project and they would be picked up within days. Dan mentioned that one of the Sabal palms on the East side of the bridge was likely dead. Krishan advised that the sabal that needed to be moved from the West side of the bridge had been moved. Krishan would look into the warranty that might exist for the dead palm.

7. **Continued discussion of landscape planning for 121 Street @ NE 10 Ave, 10th Ave. median and all entrances along 121 Street and at NE 107 Street at the railroad tracks** –

8. **Discussion of path forward for design and construction of secondary entrance signage related to grant funding** – There was no news regarding the grant for entrance signage. Mr. Keys reported that in anticipation of this project moving forward with or without the Board recommended Landscape Architect's involvement, he developed an idea for the signage for consideration and discussion. He presented a few sketches of the idea (attached).

B. **Million Orchid Project of Fairchild Garden** – Barbara Kuhl advised that she had listened to the video on line regarding the project and she said that she didn't think it was for us because it appeared from the video that participants needed to grow the orchids to a suitable size and the Village did not have the means to do this. It was decided that further investigation was needed. Lynn Fischer advised that she would check further. Bob Silverman would seek out the possibility of orchid donations.

C. **New proposed swale ordinance – At the last Commission meeting**, the Code Review Board had presented their version of the swale ordinance to the Commission for consideration. The Board members who had read the ordinance advised that the Commission was concerned about the section regarding requiring the Village to trim trees on the swales. The Board members also had their own set of concerns and consensus was that the Commission should not go immediately to first reading of the Ordinance without gathering additional input from at least the Parks and Parkways Board. Mr. Keys would distribute the Ordinance for review by the Board. It was further suggested that the Board members test the new language against existing conditions in the field and be prepared to discuss it at the next meeting.

6. NEW BUSINESS



The Village of Biscayne Park

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

A. **USE OF FIU LANDSCAPE ARCHITECTURAL STUDENTS FOR VILLAGE PROJECTS** - Barbara Kuhl advised that she thought that development of a plan for Griffing Park might be a better project for the students than the previously suggested signage project which the Board had advised against.

B. **CASSIA BAKERIANA TREE DONATION** - Mr. Keys advised that he had purchased a number of seedlings of Cassia bakeriana, a very high quality pink flowering tree, and he was willing to donate them to the Village for use in parks and on the medians as recommended by the Board. He would review the Village for possible locations and advise the Board at the next meeting so that they might consider a recommendation to the Commission.

NEXT MEETING DATE – TBD

ADJOURNMENT – the meeting adjourned at approximately 8 PM.

Minutes approved on _____

By: _____
Dan Keys, Chair



**PLANNING &
ZONING BOARD**

**Gage Hartung
Chairman**

**Andrew Olis
Vice Chairman**

**Carl Bickel
Elizabeth Hornbuckle
Doug Tannehill**

**Alternate
Mario Rumiano**

MINUTUES

PLANNING & ZONING BOARD MEETING

Ed Burke Recreation Center

11400 NE 9th Court – Biscayne Park, FL

Monday, November 3rd, 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

Elizabeth Hornbuckle – Board Member – present

Doug Tannehill – 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

October 20th, 2014

Motion by A. Olis, seconded by E. Hornbuckle and approved 5-0

5. PAINT PERMITS

None

6. BUILDING PERMITS

a. BP 11211 LLC – 11211 NE 8th Ct – Reroof

Motion by A. Olis, seconded by e. Hornbuckle and approved 5-0

b. Stebenne – 11605 Griffing Blvd – Hurricane windows

Motion by A. Olis, seconded by D. Tannehill and approved 5-0

c. Viper BP4 LLC – 1009 NE 117th St – Driveway and fence

Driveway – Motion by D. Tannehill, seconded by A. Olis and approved 5-0

Fence – Motion by D. Tannehill, seconded by C. Bickel and approved 5-0

d. Sweetland Real Estate – 10706 NE 9th Ave – Bedroom addition / windows

Motion by A. Olis, seconded by D. Tannehill and approved 5-0

e. Church of Resurrection – 11173 Griffing Blvd – New flat roof

Motion by A. Olis, seconded by D. Tannehill and approved 5-0

f. Emerson – 12015-17 NE 12th Ave – Backyard fence

Motion by A. Olis, seconded by c. Bickel and approved 5-0

g. Perez – 11920 NE 11th Pl – Remove garage door

Motion by D. Tannehill, seconded by A. Olis and approved 5-0

h. Sciancalepore – 781 NE 112th St – Install windows and doors

Motion by E. Hornbuckle, seconded by C. Bickel and approved 5-0

i. Pantesco – 11701 NE 8th Ave – New pool and deck

Motion by A. Olis, seconded by E. Hornbuckle and approved 5-0

j. Hart – 11001 NE 9th Ct – New pool and deck

-withdraw permit

k. Zoeller – 12004 NE 8th Ave – install windows

Motion by A. Olis, seconded by D. Tannehill 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

7. Administrative Variance

- a. Alonso – 825 NE 113th St – Pool Variance
Motion by A. Olis, seconded by E. Hornbuckle and approved 5-0

The next meetings of the Planning & Zoning Board are Monday, November 17th, 2014 and Monday, December 1st, 2014

8. ADJOURNMENT

This meeting was adjourned at 7: 15 p.m.

Minutes approved on: _____

(Date)

By: _____

Gage Hartung, Chair Planning & Zoning Board



The Village of Biscayne Park

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

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, November 17th, 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
Elizabeth Hornbuckle – Board Member – Present
Doug Tannehill – 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

November 3rd, 2014

Motion by C. Bickel, seconded by D. Tannehill and approved 5-0

5. PAINT PERMITS

a. Nikolich -11900 Griffing Blvd
Motion by E. Hornbuckle, seconded by A. Olis and approved 5-0

6. BUILDING PERMITS

- a. Ramos - 12020 NE 10th Ave – Replace shed
Motion by C. Bickel, seconded by D. Tannehill and approved 5-0
- b. Negrete – 11601 NE 10th Ave – Replace fence(s) and existing driveway
Motion by C. Bickel, seconded by D. Tannehill and approved 5-0
Motion by A. Olis, seconded by D. Tannehill and approved 5-0
- c. Carlson – 660 NE 119th St – Reroof
Motion by A. Olis, seconded by E. Hornbuckle and approved 5-0
- d. Etzler – 11120 NE 9th Ave – New storage and brick patio
Motion by D. Tannehill, seconded by C. Bickel and approved 5-0
- e. 951 NE 119th St LLC – Install pavers (after the fact)
*Tabled – need more information
- f. McCormick – 886 NE 117th St – New pool
Motion by A. Olis, seconded by C. Bickel and approved 3-0
* E. Hornbuckle and D. Tannehill were absent during the vote
- g. Hart – 11001 Ne 9th Ct – New pool and roof
Motion by C. Bickel, seconded by A. Olis and approved 5-0
*Roof – tabled to change roofing material
- h. Trainer – 11520 NE 9th Ave – Concrete driveway
Motion by D. Tannehill, seconded C. Bickel and approved 5-0
- i. Figueroa – 750 NE 114th St – New roof
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

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- j. Holland – 844 NE 119th St – Install windows
Motion by D. Tannehill, seconded by A. Olis and approved 5-0
- k. Beltran – 10840 Griffing Blvd – New tile roof
Motion by A. Olis, seconded by D. Tannehill and approved 5-0

7. Administrative Variance

- a. Almagro – 12010 NE 11th PI – Boat Variance
Motion by A. Olis, seconded by D. Tannehill and approved 5-0
- b. Hacia – 820 NE 111th St – Boat variance
Motion by A. Olis, seconded by C. Bickel and denied 5-0
*submittal after due date

The next meetings of the Planning & Zoning Board are Monday, December 1st, 2014 and Monday, December 15th, 2014

8. ADJOURNMENT

This meeting was adjourned 7:15 p.m.

Minutes approved on: _____
(Date)

By: _____
Gage Hartung, Chair Planning & Zoning Board



CODE REVIEW
BOARD

Gage Hartung
Chairman

Dale Blanton
Judi Hamelburg
Gary Kuhl
Andrew Olis

MINUTES

**CODE REVIEW BOARD MEETING
Ed Burke Recreation Center
11400 NE 9th Court – Biscayne Park, FL
Wednesday, November 19, 2014 at 7:00pm**

Call to Order 7:00 pm

Present: Gage Hartung, Judi Hamelberg,
Gary Kuhl, Dale Blanton

Village Staff: Krishan Manners

Residents in attendance: None

Minutes:
None to approve

General Discussion:

Review of Chapter 5 per the direction of the Village Commission from its November 2014 meeting to look at the language regarding trees in the right of way / swales.

The CRB makes the following recommendations highlighted in **GREEN**.

CHAPTER 5. TRANSPORTATION

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

(g) Removal of obstructions by the Village: In the event any object or tree 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.

(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, pruning and cleanup activities.



The Village of Biscayne Park

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

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

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. Property owners shall be responsible for the removal of dead and diseased trees, with the exception of old growth Australian pines.

~~(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.~~

5.6. Off-street parking.

5.6.1 *Applicability.* Off-street parking facilities shall be provided within the lot of all development properties within in 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.

(b) where this requirement cannot be met by multi-family properties without maintaining a ten (10) foot landscape area in front of the building, a variance may be obtained from the planning board.

Motion to approve Chapter 5 as amended: Dale / Second: Gary

Vote: 4-0 yes (Hartung, Blanton, Hamelburg, Kuhl)

Adjourned 8:15

Minutes Approved 00/00/2014 – 0-0 vote

Motion: / Second:



**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
Wednesday- November 12th, 2014 at 7:00 p.m.**

1. CALL TO ORDER

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

2. ROLL CALL

Gary Kuhl – Chair-present
Harvey Bilt – Vice Chair-absent
Michael Beltran-absent
Dale Blanton-present
Linda Dillon-present
Jenny Johnson-Sardella-present
Staff Attendance - Code Officer Reginald White and Finance Clerk, Wendy Hernandez
Administrative Attendance – Public Services Manager, Krishan Manners

3. ADDITIONS, DELETIONS OR WITHDRAWALS TO ORDER OF BUSINESS

4. APPROVAL OF MINUTES

- a. October 14th, 2014 - Approved

5. NEW BUSINESS

- a. Sara Lou Young TR – 10931 NE 9th Ct-Discolored exterior walls and wall paint peeling paint: Case# 14-0170
-In Compliance, Motion to dismiss by L. Dillon, seconded by J. Johnson-Sardella.
Vote count 4-0
- b. JP Morgan Chase Bank NATL ASSN - 11804 NE 11th Ave-Address numbers not legible from the road: Case# 14-0274
- Motion by J. Johnson-Sardella, seconded by D. Blanton, Vote count 4-0
- Not in compliance, Fine of \$25 and daily fine of \$5 to commence November 13th 2014
- c. Gilles Tardif - 11119-11121 NE 11th PL - Boat stored in the front yard: Case# 14-0296
-Motion by D. Blanton, seconded by J. Johnson-Sardella, Vote count 4-0
-Not in compliance, (Jeremy Martinez present) postpone to next month. Per Mr. Martinez, variance application was submitted to Village Hall with all required documents. Never heard back from Village Hall. Code Officer White stated survey was missing. Board instructed Officer White to review file for survey.
- d. Sylvia Rubinfeld - 1108 NE 119th St – High grass, weeds and shrubberies: Case# 14-0295
-In Compliance, Motion to dismiss by J. Johnson-Sardella, seconded by L. Dillon.
Vote count 4-0
- e. MPMR Holdings LLC - 10901 Griffing Blvd - Exterior walls and bricks in the front are discolored: Case# 14-0236
- Motion by D. Blanton, seconded by L. Dillon, Vote count 4-0
- Not in compliance, Fine of \$50 and daily fine of \$10 to commence November 13th2014
- f. 951 NE 119th St LLC - 951 NE 119th St - Concrete blocked walkway and driveway constructed without a permit: Case# 14-0275
-Motion by L. Dillon, seconded by J. Johnson-Sardella, Vote count 4-0



The Village of Biscayne Park

640 NE 114th St., Biscayne Park, FL 33161
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-Not in compliance, postponed to next month's meeting. Application was submitted to P&Z; on the schedule for December 1st meeting.

6. OLD BUSINESS:

- a. Christian Danielle Forsythe - 10932 Griffing Blvd - Broken garage door window: Case# 14-0219
-Motion by J. Johnson-Sardella, seconded by L. Dillon, Vote count 4-0
-Not in compliance, postpone to next month. Per Officer White application for Garage door needed to be re-submitted as previous one expired. Garage window door has been repaired, however, Village Hall is waiting on permit to be finalized and paid. In the meantime daily fines issued on last month's meeting continue to accrue.
- b. Ignacio De Almagro III - 12010 NE 11th PL - Boat stored in the front yard: Case# 14-0216
-Motion by J. Johnson-Sardella, seconded by L. Dillon, Vote count 4-0
-Not in compliance, (Ignacio Almagro present) postpone to next month. Resident was able to get all necessary documents per variance requirements. Resident was in communications with Public Services Manager regarding extenuating circumstances and has submitted variance application to for December's P&Z meeting.
- c. Frank Hacia, Estelle Hacia - 820 NE 111th St - Boat stored in the front yard: Case# 14-0230
-Motion by J. Johnson-Sardella, seconded by L. Dillon, Vote count 4-0
-Not in compliance, (Frank Hacia present) postpone to next month. Resident stated that he had not received any type of notice and when visited Village Hall was not informed what the process was. Officer White stated that notices were sent and that instructions were given. Officer White will meet with Mr. Hacia to review application.
- d. 10910 NE 8 CT INC - 10910 NE 8th Ct - RV/Boat stored in the front yard: Case#14-0238
-In Compliance, Motion to dismiss by D. Blanton, seconded by L. Dillon. Vote count 4-0
- e. The Church of the Resurrection - 11173 Griffing Blvd - Dumpster not screened from visibility: Case# 14-0204
- Motion by D. Blanton, seconded by J. Johnson-Sardella, Vote count 4-0
- Not in compliance, Fine of \$100 and daily fine of \$20 to commence November 13th, 2014

7. FINE REDUCTION:

- a. LUCITA COMPERE – 11251 NE 11th PL: Case# 02-355, 03-192, 03-195, 03-196, 03-197, 05-191
-Total fines are in the amount of \$ 41,735. The fines were reduced on April 2007 via Code Compliance Board on the recommendation of Code Officer Ramos. Per Owner's Attorney, Mr. Joseph Frachette (present), the owner never requested or received fine reductions. The proposed amount by owner is \$ 2,500.
-Fee reduction denied, Motion by D. Blanton, seconded by L. Dillon, Vote count 4-0

8. ANNOUNCEMENTS / SCHEDULE OF NEXT MEETING

The next meeting of the Code Compliance Board is Tuesday, December 16th, 2014, at 7:00pm

9. ADJOURNMENT

Meeting adjourned at 8:25 p.m.

Minutes approved on _____

By: _____
Gary Kuhl, Chair



Village of Biscayne Park

Commission Agenda Report

Village Commission Meeting Date: December 2, 2014

Subject: Resolution 2014-47

Prepared By: Heidi Shafran, Village Manager

Sponsored By: Staff

Background

At its August 5, 2104 meeting, the Village Commission 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 Jonas: ____
11 Commissioner Anderson: ____
12 Commissioner Ross: ____
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

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<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.*

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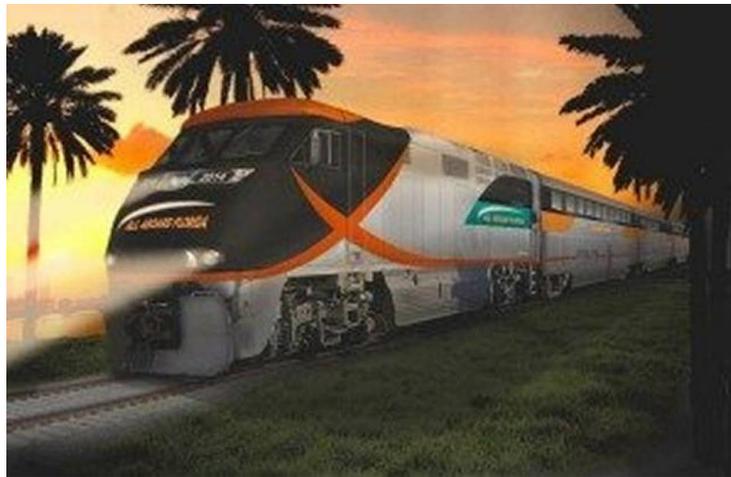
> COMMUNITY ([HTTP://WWW.MIAMIPHERALD.COM/NEWS/LOCAL/COMMUNITY/](http://www.miamiherald.com/news/local/community/))

> 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>)



Village of Biscayne Park Commission Agenda Report

Village Commission Meeting Date: December 2, 2014

Subject: Resolution 2014-82

Prepared By: Maria C. Camara

Sponsored By: Staff

Background

The Village Charter specifies that regular meetings of the Village Commission are to be held on the first Tuesday of each month at 7:00pm. In order to provide notice to the public, and to afford the Commission and Staff the ability to appropriately schedule and plan for these meetings, the dates for each month's meeting in 2015 is provided for Commission review and approval.

All holidays and events in 2015 were considered for each month. All of the meetings listed will take place on the first Tuesday of the month except for November 2015 due to the General Election. The meeting date for November 2015 will be on the second Tuesday. The full schedule is as follows:

Date	Time
Tuesday, January 06, 2015	7:00 p.m.
Tuesday, February 03, 2015	7:00 p.m.
Tuesday, March 03, 2015	7:00 p.m.

December 2, 2014

Commission Agenda Report

Resolution 2014-82

Tuesday, April 07, 2015	7:00 p.m.
Tuesday, May 05, 2015	7:00 p.m.
Tuesday, June 02, 2015	7:00 p.m.
Tuesday, July 07, 2015	7:00 p.m.
Tuesday, August 04, 2015	7:00 p.m.
Tuesday, September 01, 2015	7:00 p.m.
Tuesday, October 06, 2015	7:00 p.m.
Tuesday, November 10, 2015	7:00 p.m.
Tuesday, December 01, 2015	7:00 p.m.

Fiscal/Budget Impact

None.

Staff Recommendation

Approval of Resolution 2014-82.

Attachments

- Resolution 2014-82

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4 **RESOLUTION NO. 2014-82**
5

6 **A RESOLUTION OF THE VILLAGE**
7 **COMMISSION OF THE VILLAGE OF**
8 **BISCAYNE PARK, FLORIDA**
9 **ESTABLISHING THE REGULAR**
10 **COMMISSION MEETING SCHEDULE FOR**
11 **2015; PROVIDING FOR AN EFFECTIVE**
12 **DATE.**
13

14 WHEREAS, pursuant to Village Charter Sec. 2.16 Meetings, the regular meetings of the
15 Commission shall be held at 7:00 p.m., on the first Tuesday of each month; and,
16

17 WHEREAS, consideration is given to holidays that fall on the day before or after the first
18 Tuesday of each month; and
19

20 WHEREAS, the Village desires to establish and give notice to the public of the regular
21 meeting schedule for the calendar year 2015; and
22

23 WHEREAS, the place and time for holding regular meetings will be the Ed Burke
24 Recreation Center, 11400 NE 9th Court, Biscayne Park, Florida at 7:00pm.
25

26 NOW, THEREFORE, be it resolved by the Commission of the Village of Biscayne Park,
27 Florida that:
28

29 **Section 1.** The above whereas clauses are incorporated by reference.
30

31
32 **Section 2.** The dates for holding regular commission meetings shall be as follows:
33

Date	Time
Tuesday, January 06, 2015	7:00 p.m.
Tuesday, February 03, 2015	7:00 p.m.
Tuesday, March 03, 2015	7:00 p.m.
Tuesday, April 07, 2015	7:00 p.m.
Tuesday, May 05, 2015	7:00 p.m.
Tuesday, June 02, 2015	7:00 p.m.
Tuesday, July 07, 2015	7:00 p.m.
Tuesday, August 04, 2015	7:00 p.m.
Tuesday, September 01, 2015	7:00 p.m.
Tuesday, October 06, 2015	7:00 p.m.
Tuesday, November 10, 2015	7:00 p.m.
Tuesday, December 01, 2015	7:00 p.m.

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Section 3. This Resolution shall become effective upon adoption.

PASSED AND ADOPTED this ____ day of _____, 2014.

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

David Coviello, Mayor

Attest:

Maria C. Camara, Village Clerk

Approved as to form:

John J. Hearn, Village Attorney

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



Village of Biscayne Park Commission Agenda Report

Village Commission Meeting Date: December 2, 2014

Subject: Resolution 2014-83

Prepared By: Chief Cornelius McKenna

Sponsored By: Staff

Background

A new Vehicle Fueling Services Agreement between the City of North Miami and the Village of Biscayne Park is needed to continue the long term practice of the City allowing the Village service vehicles to fuel at their facility in times of need, such as during a hurricane when power at the Village facility is out. The City facility has a large supply of fuel and a generator system in the event of power failure.

Fiscal / Budget Impact

N/A

Recommendation

Approval of Resolution 2014-83.

Attachments

- Resolution 2014-83
- Vehicle Fueling Services Agreement

1
2
3
4 **RESOLUTION NO. 2014-83**
5

6 **A RESOLUTION OF THE VILLAGE**
7 **COMMISSION OF THE VILLAGE OF**
8 **BISCAYNE PARK, FLORIDA,**
9 **AUTHORIZING THE VILLAGE MANAGER**
10 **AND VILLAGE ATTORNEY TO EXECUTE**
11 **AN AGREEMENT BETWEEN THE CITY OF**
12 **NORTH MIAMI AND THE VILLAGE OF**
13 **BISCAYNE PARK, AUTHORIZING THE**
14 **CITY TO SELL AND DISPENSE DIESEL AND**
15 **UNLEADED FUEL FOR SERVICE**
16 **VEHICLES OWNED BY THE VILLAGE OF**
17 **BISCAYNE PARK; PROVIDING FOR AN**
18 **EFFECTIVE DATE**
19

20 **WHEREAS**, the City of North Miami (“City”) has a fueling facility located at 1855 NE
21 142nd Street, North Miami (“Motorpool”), capable of dispensing diesel and unleaded fuel for the
22 operation of City owned vehicles; and
23

24 **WHEREAS**, the Village of Biscayne Park, Florida (“Village”) desires to purchase diesel
25 and unleaded fuel from the City’s Motorpool, for the operation of Village owned service
26 vehicles; and
27

28 **WHEREAS**, the Village Commission finds it to be in the best interests of the Village and
29 its citizens to authorize the Village Manager and Village Attorney to execute the Vehicle Fueling
30 Services Agreement between the City of North Miami and the Village of Biscayne Park, attached
31 hereto and incorporated herein as Exhibit “1”.
32

33 **NOW THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND**
34 **VILLAGE COMMISSION:**
35

36 **Section 1. Authority to Execute Agreement.** The Village Manager and the
37 Village Attorney are hereby authorized to execute the Vehicle Fueling Services
38 Agreement between the City of North Miami and the Village of Biscayne Park, attached

1 hereto and incorporated herein as Exhibit "1", authorizing the City to sell and dispense
2 diesel and unleaded fuel for service vehicles owned by the Village of Biscayne Park.

3
4 **Section 2.** **Effective Date.** This Resolution shall be effective upon adoption.

5
6
7 PASSED AND ADOPTED this ____ day of _____, 2014.

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

11
12 _____
13 David Coviello, Mayor

14
15 Attest:

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

21
22 _____
23 Maria C. Camara, Village Clerk

24
25 Approved as to form:

26
27 _____
28 John J. Hearn, Village Attorney

CITY OF NORTH MIAMI VEHICLE FUELING SERVICES AGREEMENT

THIS VEHICLE FUELING SERVICES AGREEMENT (“Agreement”) is made and entered into this ____ day of _____, 2014, between the City of North Miami, a Florida municipal corporation, located at 776 NE 125th Street, North Miami, FL 33161 (“City”) and the Village of Biscayne Park, a Florida municipal corporation, having its principal office at 640 NE 114th Street, Biscayne Park, FL 33161 (“Village”). The City and Village shall collectively be referred to as the “Parties”, and each may individually be referred to as a “Party”.

RECITALS

WHEREAS, the City has a fueling facility located at 1855 NE 142nd Street, North Miami, capable of dispensing diesel and unleaded fuel for City owned vehicles (“Motorpool”); and

WHEREAS, the Village desires to purchase diesel and unleaded fuel from the City for a number of service vehicles owned by the Village.

NOW THEREFORE, in consideration of the mutual terms and conditions set forth herein and other good and valuable consideration, the Parties hereto agree as follows:

1. SCOPE OF AGREEMENT

- 1.1 Upon request by the Village, the City shall allow Village service vehicles to enter the Motorpool fueling facility and allow Village employees to fuel Village service vehicles. Fueling shall be permitted according to an agreed schedule approved by the City.
- 1.2 The Village and the City shall each designate a representative to carry out the responsibilities for the direction and administration of this Agreement.

2. TERM OF THE AGREEMENT

- 2.1 This Agreement shall become effective upon execution by both Parties and shall remain in effect through December 31, 2016, unless sooner terminated pursuant to Section 3 below. The Parties shall have three (3) options to renew this Agreement in writing, on a year-by-year basis.

3. TERMINATION

- 3.1 Either Party may terminate this Agreement at any time, with or without cause, upon thirty (30) days written notice to the other Party.

6. INDEMNIFICATION

- 6.1 The Village shall, to the extent allowed by law, indemnify, defend and hold harmless the City, its officers, employees and agents from any and all liability, losses or damages, including attorney's fees and costs of defense, which the City, its officers, employees, or agents may suffer as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Village, its employees, agents, servants, partners, principals or subcontractors.
- 6.2 Each party ~~The Village~~ shall pay all claims and losses in connection with their negligence or responsibilities concerning this Agreement and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the City where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue.

7. LIMITATION OF LIABILITY

- 7.1 The City desires to enter into this Agreement only if in so doing the City can place a limit on its liability for any cause of action for money damages arising out of this Agreement, so that its liability for any such breach never exceeds the sum of One Hundred Dollars (\$100.00). The Village expresses its willingness to enter into this Agreement with recovery from the City for any damage action for breach of contract or for any action or claim arising from this Agreement to be limited to a maximum amount of One Hundred Dollars (\$100.00).
- 7.2 Accordingly, and notwithstanding any other term or condition of this Agreement, the Village agrees that the City shall not be liable to the Village for damages in an amount in excess of One Hundred Dollars (\$100.00), which amount shall be reduced by the amount actually paid to the City by Village pursuant to this Agreement, for any action or claim for breach of contract or for any action or claim arising out of this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended to be waiver of the limitation placed upon the City's liability as set forth in Chapter 768, Florida Statutes (2014).

8. FORCE MAJEURE

- 8.1 A "Force Majeure Event" shall mean an act of God, act of governmental body or military authority, fire, explosion, power failure, flood, storm, hurricane, sink hole, other natural disasters, epidemic, riot or civil disturbance, war or terrorism, sabotage, insurrection, blockade, or embargo. In the event that either Party is delayed in the performance of any act or obligation pursuant to or required by the Agreement by reason of a Force Majeure Event, the time for required completion of such act or obligation shall be extended by the number of days equal to the total number of days, if any, that such Party is actually delayed by such Force Majeure Event. The Party seeking delay in performance shall give notice to the other Party specifying the anticipated duration of the delay, and if such delay

shall extend beyond the duration specified in such notice, additional notice shall be repeated no less than monthly so long as such delay due to a Force Majeure Event continues. Any Party seeking delay in performance due to a Force Majeure Event shall use its best efforts to rectify any condition causing such delay and shall cooperate with the other Party to overcome any delay that has resulted.

9. MISCELLANEOUS PROVISIONS

- 9.1 No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing.
- 9.2 All representations, indemnifications, warranties and guarantees made in, required by, or given in accordance with this Agreement, shall survive final payment, completion and acceptance of the fueling services and termination or completion of this Agreement.
- 9.3 Should any provision, paragraph, sentence, word or phrase contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Florida, such provision, paragraph, sentence, word or phrase shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable, then same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect or limitation of its use.
- 9.4 This Agreement constitutes the sole and entire agreement between the Parties. No modification or amendments to this Agreement shall be binding on either Party unless in writing and signed by both Parties.
- 9.5 This Agreement shall be construed and enforced according to the laws of the State of Florida. Venue in any proceedings between the Parties shall be in Miami-Dade County, Florida.
- 9.6 This Agreement shall be binding upon the Parties herein, their heirs, executors, legal representatives, successors and assigns.
- 9.7 In the event of any dispute arising under or related to this Agreement, the prevailing party shall be entitled to recover all actual attorney fees, costs and expenses incurred by it in connection with that dispute and/or the enforcement of this Agreement, including all such actual attorney fees, costs and expenses at all judicial levels, including appeal, until such dispute is resolved with finality.
- 9.8 This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which, when taken together, shall constitute one and the same Agreement.

9.9 This Agreement contains the entire Agreement between the Parties. The Parties represent that in entering into this Agreement, they have not relied on any previous oral or implied representation, inducements or understandings of any kind or nature. No modifications shall be effective unless in writing and signed by both Parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement by their respective proper officers duly authorized the day and year first written above.

ATTEST:

Village of Biscayne Park, a Florida
municipal corporation: **“Village”**:

By: _____
Village Clerk

By: _____
Village Manager or Mayor

Print Name: _____

Print Name: _____

Date: _____

Date: _____

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: _____
John J. Hearn
Village Attorney

ATTEST:

City of North Miami, a Florida municipal
Corporation: **“City”**

By: _____
Michael A. Etienne
City Clerk

By: _____
Aleem A. Ghany
City Manager

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: _____
Regine M. Monestime
City Attorney



Village of Biscayne Park Commission Agenda Report

Village Commission Meeting Date: December 2, 2014

Subject: Resolution 2014-84

Prepared By: Chief Cornelius McKenna

Sponsored By: Staff

Background

The Village of Biscayne Park Police Department is seeking expenditure of not more than \$2,000.00 from the Village of Biscayne Park Police Department State Forfeiture Fund accounts pursuant to Federal and State Forfeiture guidelines to be utilized to obtain a desktop computer, color printer and required peripherals which will allow Detective Lieutenant to utilize criminal intelligence databases, obtain and share information, obtain and issue photographs of suspects, conduct analysis, and various related tasks in the course of his responsibilities for crime prevention, criminal investigations, surveillance details, undercover operations, drug investigations, gang investigations, and other official police investigations and details.

Fiscal / Budget Impact

Forfeiture funds - \$2,000

November 6, 2014

Commission Agenda Report

Resolution 2014-84

Recommendation

Approval of Resolution 2014-84

Attachments

- Resolution 2014-84
- Certification of State Forfeiture Funds

1
2
3 **RESOLUTION NO. 2014-84**
4

5 **A RESOLUTION OF THE VILLAGE**
6 **COMMISSION OF THE VILLAGE OF**
7 **BISCAYNE PARK, FLORIDA APPROVING THE**
8 **EXPENDITURE OF POLICE STATE**
9 **FORFEITURE FUNDS OF NOT MORE THAN**
10 **\$2,000.00 FOR THE PURCHASE OF A**
11 **COMPUTER, PRINTER AND REQUIRED**
12 **PERIPHERALS; PROVIDING FOR AN**
13 **EFFECTIVE DATE**
14

15
16
17 WHEREAS, an objective of the Village of Biscayne Park Police Department is to fully
18 investigate all crimes occurring in the Village; and,
19

20 WHEREAS, the utilization of a dedicated computer and color printer with all necessary
21 software and hardware to access criminal intelligence databases, to obtain and share data in
22 electronic format, to analyze data and other related tasks is vital; and,
23

24 WHEREAS, the expenditure of not more than \$2,000 for a desktop computer, color
25 printer and required peripherals, is pursuant to federal and state forfeiture guidelines.
26

27
28
29 **NOW THEREFORE, BE IT RESOLVED BY THE VILLAGE COMMISSION**
30 **OF THE VILLAGE OF BISCAYNE PARK, FLORIDA:**
31

32
33 **Section 1.** The foregoing "WHEREAS" clauses are true and correct and hereby
34 ratified and confirmed by the Village Commission.
35

36 **Section 2.** That the Chief of Police is authorized to purchase a desktop computer,
37 color printer and required peripherals not to exceed \$2,000.00 utilizing Police Forfeiture
38 Funds.
39

40 **Section 3.** This Resolution shall become effective upon adoption.
41

42 PASSED AND ADOPTED this ___ day of _____, 2014.
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**The foregoing resolution upon being
put to a vote, the vote was as follows:**

David Coviello, Mayor

Attest:

Maria C. Camara, Village Clerk

Approved as to form:

John J. Hearn, Village Attorney

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



The Village of Biscayne Park Police Department

640 NE 114th St., Biscayne Park, FL 33161
Telephone: 305-981-4015 Facsimile: 305 891 7241

December 2, 2014

State Forfeiture Funds Expenditure Background

The Village of Biscayne Park Police Department is seeking expenditure of not more than \$2,000.00 from the Village of Biscayne Park Police Department State Forfeiture Fund accounts pursuant to Federal and State Forfeiture guidelines to be utilized to obtain a desktop computer, color printer and required peripherals which will allow Detective Lieutenant to utilize criminal intelligence databases, obtain and share information, provide photographs of suspects, conduct analysis, and various related tasks in the course of his responsibilities for crime prevention, criminal investigations, surveillance details, undercover operations, drug investigations, gang investigations, and other official police investigations and details.

Certification:

I, Cornelius F. McKenna, Chief of Police, certify that all funds from the above request will be utilized for law enforcement purposes and comply with the requirements of the State of Florida Forfeiture Guidelines and the Department of Justice/Treasury Forfeiture Guidelines, where applicable. The above request was approved by the office of the City Attorney.

Cornelius F. McKenna
Chief of Police



Village of Biscayne Park Commission Agenda Report

Village Commission Meeting Date: December 2, 2014

Subject: Resolution 2014-85

Prepared By: Chief Cornelius McKenna

Sponsored By: Staff

Background

No appropriate vehicle exists for use by Detective Lieutenant Hector Pineda for his work in investigations, crime prevention, apprehension of offenders, drug and gang interdiction, undercover operations, and surveillances. The Village of Biscayne Police Department has existing State and Federal Forfeiture funds which will allow rental of appropriate vehicles for use by Detective Lieutenant Pineda as is necessary with the key advantage of changing them for a new vehicle each and every time the current vehicle has been or may have been identified as a law enforcement vehicle by the target or targets of an investigation.

Fiscal / Budget Impact

Quotes were obtained from three rental agencies. The agency selected is Budget Car Rental utilizing an agreement between the rental agency and the City of Coral Springs which was obtained through a successful bid process. The cost per month is \$615 without insurance. For the ten months remaining in this fiscal year, the total rental

December 2, 2014

Commission Agenda Report

Resolution 2014-85

cost is \$6,150. The vehicle(s) would be added to our insurance policy through Florida Municipal Insurance Trust for an added monthly cost of \$84, or \$840 for the remaining ten months.

The total cost is \$6,990.00 utilizing Police State Forfeiture funds.

Recommendation

Approval of Resolution 2014-85.

Attachments

- Resolution 2014-85
- Quotes from:
 - Hertz
 - Enterprise
- Complete bid package and award with the City of Coral Springs
 - Budget Car Rental
- Certification of State Forfeiture Funds

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3 **RESOLUTION NO. 2014-85**
4

5 **A RESOLUTION OF THE VILLAGE**
6 **COMMISSION OF THE VILLAGE OF**
7 **BISCAYNE PARK, FLORIDA APPROVING THE**
8 **EXPENDITURE OF POLICE STATE**
9 **FORFEITURE FUNDS OF NOT MORE THAN**
10 **\$6,990 FOR THE RENTAL OF VEHICLES FOR**
11 **USE BY THE POLICE DEPARTMENT;**
12 **PROVIDING FOR AN EFFECTIVE DATE**
13

14
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16 WHEREAS, an objective of the Village of Biscayne Park Police Department is to fully
17 investigate all crimes occurring in the Village; and,
18

19 WHEREAS, the ability to rent appropriate vehicles for undercover operations and
20 surveillance is necessary with the key advantage of changing them for a new vehicle when
21 identified as law enforcement vehicles by the target of an investigation; and,
22

23 WHEREAS, the expenditure of not more than \$6,990 in the current 2014-15 fiscal year
24 for the rental of vehicles through the selected rental agency, is pursuant to federal and state
25 forfeiture guidelines.
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29 **NOW THEREFORE, BE IT RESOLVED BY THE VILLAGE COMMISSION**
30 **OF THE VILLAGE OF BISCAYNE PARK, FLORIDA:**
31

32
33 **Section 1.** The foregoing "WHEREAS" clauses are true and correct and hereby
34 ratified and confirmed by the Village Commission.
35

36 **Section 2.** That the Chief of Police is authorized to rent vehicles through Budget
37 Car Rental; and to add said vehicles to the Village's automobile insurance policy, not to exceed
38 \$6,990 utilizing Police Forfeiture Funds in the current 2014-15 fiscal year.
39

40 **Section 3.** This Resolution shall become effective upon adoption.
41

42 PASSED AND ADOPTED this ___ day of _____, 2014.
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The foregoing resolution upon being put to a vote, the vote was as follows:

David Coviello, Mayor

Attest:

Maria C. Camara, Village Clerk

Approved as to form:

John J. Hearn, Village Attorney

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

Hertz HLE

14100 Biscayne Blvd
North Miami, FL 33181

Hector Pineda
Village of Biscayne Park
640 Northeast 114th Street
Biscayne Park, Florida
33161

November 21, 2014

Dear Hector Pineda,

As per our conversation here is the quote you requested for the multi-month vehicle. The rate starting December 2nd, 2014 is \$ 687 per month plus \$2.48 per day Florida Surcharges and 7% sales Tax. The total per month is \$752.06 Taxes included based on 10 months period.

Sincerely,

Marie Theodore Benoit

Branch Manger



Hertz



Enterprise Rent-A-Car Local Long Term Program Exhibit A

1. Program summary is exclusively for Biscayne Park Police Department
2. Optional protection products are **NOT** included in this quote
3. Rates quoted below included 3,000 miles free per month
4. Maintenance included in the program for all vehicles under contract
5. Switch out capabilities for all units.
6. New vehicle selection every 12 months

Car Class	Daily	Weekly	Monthly
Chevrolet Malibu, Chevrolet Impala, Chrysler 200, Nissan Altima, Toyota Camry, Hyundai Sonata, Dodge Charger	\$32.00	\$162.00	\$650.00

DATE: MARCH 20, 2013

RFP NO.: 13-C-103

ADDENDUM NO. 1
UNDERCOVER VEHICLE RENTAL FOR S.E. FL. GOVERNMENTAL
PURCHASING COOPERATIVE GROUP

*The proposal opening date is Wednesday, April 3, 2013, no
later than 2:00 p.m.*

THIS ADDENDUM SHOULD BE RETURNED WITH YOUR PROPOSAL,
DUE APRIL 3, 2013 AT 2:00 P.M.

Signature

Company

Date

Roxanne Sookdeo
Purchasing Agent II

DATE: March 19, 2013

RFP NO. 13-C-103

REQUEST FOR PROPOSALS

ALL INTERESTED PARTIES:

The City of Coral Springs, Florida, hereinafter referred to as CITY, will receive sealed Proposals at the office of the Purchasing Administrator, City Hall, 9551 West Sample Road, Coral Springs, Florida 33065, for furnishing the services described below:

**UNDERCOVER VEHICLE RENTAL SERVICES
FOR S.E. FLORIDA GOVERNMENTAL
PURCHASING COOPERATIVE GROUP**

Sealed Proposals must be received and time stamped in by the Purchasing Administrator, either by mail or hand delivery, no later than 2:00 p.m. local time on Wednesday, March 27, 2013. A public opening will take place at or before 2:15 p.m. in the City Commission Chambers located at City Hall on the same date. Any Proposals received after 2:00 p.m. local time on said date will not be accepted under any circumstances. Any uncertainty regarding the time a Proposal is received will be resolved against the Offeror.

Proposals are subject to the attached Standard Terms and Conditions contained in the Instructions to Offerors.

CITY reserves the right to reject any or all Proposals, to waive any informalities or irregularities in any Proposals received, to re-advertise for Proposals, to award in whole or in part to one or more offeror's, or take any other such actions that may be deemed to be in the best interests of the CITY.

Roxanne Sookdeo
Purchasing Agent II

CITY OF CORAL SPRINGS, FLORIDA • DEPARTMENT OF FINANCIAL SERVICES
PURCHASING DIVISION
9551 W. Sample Road • Coral Springs, FL 33065 • CoralSprings.org
Phone 954-344-1100 • Fax 954-344-1186

I. STATEMENT OF THE WORK

A. Objective:

Solicit competitive sealed proposals from qualified contractors to furnish undercover vehicle rental services for the City of Coral Springs and those listed within the Scope of Services. This is a cooperative Request for Proposals issued by the City of Coral Springs on behalf of the participating agencies referenced within this Request for Proposals. Any reference to a single entity shall apply to all participating agencies.

Due to the nature of the investigative and undercover work involved, utmost discretion is required of the awarded contractor.

Some co-op agencies may currently have a contract in place for the services listed herein. Those entities may participate in this contract at the expiration of their current contracts.

B. Services Required by the City:

Contractor shall:

- Provide a vehicle rental program for the City of Coral Springs. The City's intended use is for undercover investigation and surveillance. Other departments in said City may also use the contract as needed.
- Provide a wide selection of vehicles from which to choose, including notifying the City when new vehicles are available for rental.
- Provide a rental program, which would allow the City to exchange vehicles or replace vehicles at any time at any of the vendor's locations in South Florida.

II. SCOPE OF SERVICES

Vehicle Usage

The vehicles will be primarily used within the boundaries of the applicable City. However, at the discretion of the City, the vehicles may be used for statewide travel. The anticipated annual minimum number of rentals or estimated annual expenditure will be listed on the pricing page.

Vehicles To Be Provided

Proposer shall provide a list of vehicles that are available for rental.

The City shall be permitted to exchange vehicles at any location in the South Florida region within each of the categories. Provide a list of locations from where vehicles may be rented or exchanged.

If vehicle is disabled due to a mechanical problem or accident, a replacement or loaner vehicle shall be issued immediately at no additional charge while the damaged vehicle is being repaired.

City shall be able to rent vehicles on a short-term basis (less than 1 month) as may be required by special circumstances. Vehicle rates shall be prorated in such instances.

Maintenance of Vehicles

The City of Coral Springs shall maintain the vehicles provided under the agreement both as to mechanical repairs and routine maintenance, not covered under the vehicle's original manufacturer's warranty.

Routine maintenance shall include oil changes and tire rotations, fluid replacement, and tire replacement.

Modifications of Vehicles

City may apply, at own expense, window tinting to any rental vehicle. City may also install any electronic equipment deemed necessary to any rental vehicle with the understanding that said installation will not cause permanent damage to the vehicle. Any costs incurred to remove equipment shall be the City's responsibility.

Mileage Limits

Vendor shall include at least 3,000 miles in the monthly cost of each rental vehicle.

Term

Contract term shall be for two (2) years with two (2) additional two (2) year renewal terms available.

Rental Rates

Rental charges quoted shall remain firm for the initial two (2) year term of the contract. For each successive two (2) years, renewal term, the monthly rental charges are subject to increase in accordance with the preceding two-year's Consumer Price Index (CPI) for All urban Consumers, All Items (1982-1984). In no event shall the price adjustment exceed five (5) percent.

Enterprise Service

Roadside assistance shall be included. (Proposer must describe the level of service available.)

Vehicle Tags and Fees

Contracted vendor shall be responsible for all tags and registration fees for rental vehicles.



7944 Pines Blvd – Pembroke Pines – FL- 33024
Phone - 954-966-5756 – Fax 954-966-5894 – www.budget.com

Budget Car Rental Locations
Dade, Broward and Palm Beach Counties

Originating Office Pembroke Pines 7944 Pines Blvd 954-966-5756

Broward County

Margate	1501 N SR 7	954-978-9018
Coral Springs	2475 University Dr	954-341-9736
Sunrise	2824 N University Dr	954-578-1885
Pompano Beach	1250 N Federal Hwy	954-946-6911
Fort Lauderdale	6301 Powerline Rd	954-972-6635
Fort Lauderdale	1460 N Federal Hwy	954-563-6739
Fort Lauderdale	1515 SE 17 St	954-721-7631
Hollywood	1501 N SR 7	954-894-5622
Pembroke Pines	7944 Pines Blvd	954-966-5756
Pembroke Pines	234 S Flamingo Rd	954-436-6453

Dade County

North Miami Bch	3043 NE 163 St	786-274-1494
Miami Gardens	17050 NW 57 Ave	305-828-8446
Miami Beach	6742 Collins Ave	305-865-4447
West Miami	6101 NW 74 Ave	305-885-6868
Hialeah	1615 W 49 St	305-826-6322
South Beach	959 West Ave	305-674-8486
Miami	89 SE 2nd St	305-377-4410
Coral Gables	3655 SW 22 St	305-774-9521
Doral	1625 NW 107 Ave	305-392-5053
Kendall	13760 N Kendall Dr	305-380-7375
South Miami	9828 SW 184 St	786-573-1923

**Budget Car Rental Locations
Dade, Broward and Palm Beach Counties**

Palm Beach County

Boynton Beach	850 N Congress Ave	561-740-3127
West Palm Beach	6901 W Okeechobee	561-687-8227
Boca Raton	251 SW 1 Ave	561-750-7433

Emergency Afterhours exchange locations

**FLL Airport
PBI Airport
MIA Airport**

Additional Exchange Locations are available nationwide

24 Hour Roadside Assistance – Available Nationwide

1-800-354-2847



7944 Pines Blvd – Pembroke Pines – FL- 33024
Phone - 954-966-5756 – Fax 954-966-5894 – www.budget.com

RFP NO.: 13-C-103
**Undercover Vehicle Rental for SE Florida Governmental
Purchasing Cooperative Group**

Vehicle Rental Program

Given the nature of the use of the vehicles provided, BUDGET is fully aware of the need for confidentiality and will do everything in its power to ensure that these needs are continued throughout the course of our association.

Initial assembly of vehicles and any subsequent vehicles added to this contract or any other participants will be obtained at the lead office of BUDGET, located at 7944 Pines Blvd, Pembroke Pines, Florida.

After rentals inception each vehicle operator will have the option to exchange his/her vehicle at any office listed during the course of normal office hours. If there is a need to exchange or replace a vehicle outside of the listed office,s any BUDGET location, nationwide, will be available to expedite the rental vehicle operators' needs.

Roadside assistance will be available 24/7 to further assist any vehicle operator in the event of damage or mechanical breakdown of a program vehicle. This is an emergency service and shall only be utilized for emergencies that are of mechanical or accidental in nature.

Maintenance of Vehicles

BUDGET will provide routine maintenance to all program vehicles. This maintenance shall include oil changes, fluid replacement, tire rotations and tire changes. This feature is included in the program at no additional cost to the city.

If the city wishes to conduct the above described routine maintenance a report documenting mileage and a description of the maintenance performed must be forwarded to the originating office of BUDGET within 48 hours of the performed maintenance so we can accurately update our systems.

Please note: This page references: I. A. (Statement of Work – Objective) and I. B. (Services Required by the City) page 2 of 6 and II. (Scope of Services) page(s) 2 of 6 and 3 of 6.

Participating Agencies

See Attachment A.

Coral Springs, City of
Boca Raton, City of
Ft. Lauderdale, City of
Coconut Creek, City of
Lauderhill, City of

Hollywood, City of
Sunrise, City of
N. Miami, City of
Miramar, City of
Wilton Manors, City of

III. PROPOSAL REQUIREMENTS

1. Scope of Services Proposed

Clearly describe the scope of services proposed, inclusive of your ability to service the geographically diverse entities participating in this RFP. A brief statement must be included which explains why your approach and plan would be the most effective and beneficial to the City of Coral Springs.

Proposer may choose to provide different categories of vehicles with related monthly rental charges. Proposer shall provide the year, make, and model of all rental vehicles available under each category.

2. Firm Qualifications

This section of the proposal should give a description of the firm, including the size, range of activities, etc. Particular emphasis should be given as to how the firm-wide experience and expertise in the area of Undercover Vehicle Rental Services will be brought to bear on the proposed work.

This section must also identify the contact person supervisory personnel who will work on the project. Resumes of each person should be provided with emphasis being given to their experience with similar work. If resumes are not available at the time the proposal is submitted, you should provide a listing of the qualifications, including education, experience, etc., that will be required.

3. References

Provide a list and description of similar services satisfactorily performed within the past two (2) years. For each engagement listed, include the name and telephone number of a representative for whom the engagement was undertaken who can verify satisfactory performance.

4. Price Proposal

Submit your signed, firm, fixed fee performance-based price proposal for providing all services, materials, etc., required for provision of services in accordance with your technical proposal.

III. PROPOSAL REQUIREMENTS

Budget was founded in 1958 and is a leading global provider of vehicle rental services with more than 3,000 rental locations in approximately 120 countries around the world.

Budget currently has a fleet in excess of 10,000 vehicles of various makes and models, readily available throughout Broward, Palm Beach and Miami-Dade County. With a direct Point of Contact to manage your account on a daily basis you can rest assured that your city along with any other entities involved in this Co-op purchasing group will be afforded premium levels of service and customer satisfaction.

Currently as an Agency Operator with Budget Car Rental, my office handles accounts such as:

- City of Miami Gardens
- City of Pembroke Pines
- City of Hallandale Beach
- City of Sunrise
- City of Margate
- Town of Davie
- FBI-Miami
- DEA
- DHS
- Unites States Navy
- Royal Navy
- SOUTHCOM

My name is Scott Kupferman and I will be your Point of Contact. Over the past 24 years I personally have managed the Undercover Vehicle Rental accounts of every city and Law Enforcement Agency in Broward County and most cities and agencies in Miami-Dade County. With this experience I can assure you that your account will be handled in a professional manner. Your needs as a city and the needs of the undercover detectives operating my vehicles will be met on a daily basis with fail!

5. Proposal Copies

Submission of one (1) marked original, two (2) copies and one electronic copy (thumb drive or CD) of the proposal should be submitted to the City of Coral Springs, City Hall, 9551 West Sample Road, Coral Springs, Florida 33065, to the attention of Roxanne Sookdeo, Purchasing Agent II.

6. Addenda, Additional Information – Contact with City Staff

Any addenda or answers to written questions supplied by the City to participating Offertory's become part of this Request for Proposal and the resulting contract. This proposal form shall be signed by an authorized company representative, dated and returned with the proposal.

No negotiations, decisions or actions shall be initiated or executed by the Offer or as a result of any discussions with any City employee. Only those communications, which are in writing from the Purchasing Administrator, may be considered as a duly authorized expression. Also, only communications from Offertory that are signed and in writing will be recognized by the City as duly authorized expressions on behalf of the Offer or.

IV. EVALUATION OF PROPOSALS

Evaluation Method and Criteria

Proposals will be evaluated in accordance with weighted criteria listed below:

	<u>POINT RANGE</u>
Scope of Services Proposed	40
Firm Qualifications & References	35
Price	25

These weighted criteria are provided to assist the proposers in the allocation of their time and efforts during the submission process. The criteria also guide the Evaluation Committee during the short-listing and final ranking of proposers by establishing a general frame work for those deliberations.

Short listed proposals will be selected for an interview prior to a recommendation being presented to the City Commission. As the best interest of the CITY may require, the right is reserved to reject any and all proposals or waive any minor irregularity or technicality in proposals received. Proposers are cautioned to make no assumptions unless their proposal has been evaluated as being responsive.

The successful proposer shall be required to execute a City contract covering the scope of services to be provided and setting fourth the duties, rights and responsibilities of the parties.

This contract must be executed by the successful proposer prior to recommendation of award and presentation to the City Commission.

V. SCHEDULE OF EVENTS

The schedule of events, relative to the procurement shall be as follows:

<u>Event</u>	<u>Date (on or by)</u>
1. Issuance of Request for Proposals	3/19/13
2. Opening of Proposals	4/3/13
3. Proposal Evaluations	4/8/13-4/26/13
4. Contract Negotiations	4/29/13-5/10/13
5. Award of Contract	5/21/13

CITY reserves the right to delay scheduled dates.

VI. SUMMARY OF DOCUMENTS TO BE SUBMITTED WITH PROPOSALS

1. Samples of the following documents (except the Certificate of Insurance), are attached and shall be executed as a condition to this offer:
 - (a) Proposal and Offeror's Certification
 - (b) Certified Resolution
 - (c) Qualifications Statement
 - (d) Non-Collusive Affidavit
 - (e) Offeror's Foreign (Non-Florida) Corporate Statement
 - (f) References
 - (g) Certificate(s) of Insurance

VII. AWARD OF CONTRACT

The contract or contracts shall be awarded to the responsible Offeror(s) whose Proposal(s) is/are determined to be the most advantageous to CITY, taking into consideration the evaluation factors and criteria set forth in the Request for Proposals.

Be advised that the CITY is prepared to award individual contracts for each service or multiple services or any other combination of services as CITY deems in its best interests.

VIII. INSURANCE

PLEASE HAVE YOUR INSURANCE REPRESENTATIVE CAREFULLY REVIEW ANY INSURANCE COVERAGES AND CONDITIONS PRIOR TO SUBMITTING YOUR PROPOSAL TO ENSURE COMPLIANCE WITH THE INSURANCE REQUIREMENTS OF THE INSTRUCTIONS TO OFFERORS.



SOUTHEAST FLORIDA GOVERNMENTAL PURCHASING COOPERATIVE GROUP

TO OUR PROSPECTIVE CONTRACTORS:

The attached Invitation for Bid or Request for Proposal represents a cooperative procurement for the Southeast Florida Governmental Purchasing Cooperative Group.

For the past several years, approximately twenty-six (26) government entities have participated in Cooperative Purchasing in Southeast Florida. The Southeast Florida Governmental Purchasing Cooperative Group was formed in an effort to provide cost savings and cost avoidances to all entities by utilizing the buying power of combined requirements for common, basic items.

The Government Agencies participating in this particular procurement and their respective delivery locations are listed in the attached document.

Southeast Florida Governmental Purchasing Cooperative Group Procurement Operational Procedures:

- All questions concerning this procurement should be addressed to the issuing agency, hereinafter referred to as the "lead agency". All responses are to be returned in accordance with the instructions contained in the attached document. Any difficulty with participating agencies referenced in this award must be brought to the attention of the lead agency.
- Each participating governmental entity will be responsible for awarding the contract, issuing its own purchase orders, and for order placement. Each entity will require separate billings, be responsible for payment to the Contractor(s) awarded this contract, and issue its own tax exemption certificates as required by the Contractor.
- The Contract/purchase order terms of each entity will prevail for the individual participating entity. Invoicing instructions, delivery locations and insurance requirements will be in accordance with the respective agency requirements.
- Any reference in the documents to a single entity or location will, in fact, be understood as referring to all participating entities referenced in the documents and cover letter unless specifically noted otherwise.
- The awarded Contractor(s) shall be responsible for advising the lead agency of those participants who fail to place orders as a result of this award during the contract period.
- The Contractor(s) shall furnish the Lead Agency a detailed Summary of Sales semi-annually during the contract period. Sales Summary shall include contract number(s), contractor's name, the total of each commodity sold during the reporting period and the total dollar amount of purchases by commodity.
- Municipalities and other governmental entities which are not members of the Southeast Florida Governmental Purchasing Cooperative Group are strictly prohibited from utilizing any contract or purchase order resulting from this bid award. However, other Southeast Florida Governmental Purchasing Cooperative Group members may participate in their contract for new usage, during the contract term, or in any contract extension term, if approved by the lead agency. New Southeast Florida Governmental Purchasing Cooperative Group members may participate in any contract on acceptance and approval by the lead agency.
- None of the participating governmental entities shall be deemed or construed to be a party to any contract executed by and between any other governmental entity and the Contractor(s) as a result of this procurement action.

"WORKING TOGETHER TO REDUCE COSTS"

RFP NO: 13-C-103
UNDERCOVER VEHICLE RENTAL SERVICES
FOR S.E. FLORIDA GOVERNMENTAL
PURCHASING COOPERATIVE GROUP

INSTRUCTIONS TO OFFERORS
STANDARD TERMS AND CONDITIONS

1. **DEFINED TERMS**

- 1.1 Terms used in these Instructions to Offerors are defined and have the meaning assigned to them. The term "Offeror" means one who submits a Proposal directly to CITY as distinct from a Sub-Offeror, who submits a Proposal to the Offeror. The term "Successful Offeror" means the qualified, responsible and responsive Offeror to whom CITY (on the basis of CITY'S evaluation as hereinafter provided) makes an award. The term "CITY" refers to the City of Coral Springs, a municipal corporation of the State of Florida. The term "Proposal Documents" includes the Request for Proposals, Instructions to Offerors, Proposal, Qualifications Statement, Non-Collusive Affidavit, Corporate Resolution or Letter of Transmittal, Proposal Security and Specifications, if any, and the proposed Contract Documents, if any, (including all Addenda issued prior to receipt of Proposals). The term "CONTRACTOR" shall mean the individual(s) or firm(s) to whom the award is made and who executes the Contract Documents.

2. **SPECIAL CONDITIONS**

- 2.1 Any and all Special Conditions that may vary from the General Conditions shall have precedence.

3. **EXAMINATION OF CONTRACT DOCUMENTS AND SITE**

- 3.1 Before submitting a Proposal, each Offeror must (a) consider federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost, or performance of the work, (b) study and carefully correlate the Offeror's observations with the Proposal Documents; and (c) notify the Purchasing Administrator of all conflicts, errors and discrepancies, if any, in the Proposal Documents.
- 3.2 The Offeror, by and through the submission of a Proposal, agrees that he shall be held responsible for having familiarized himself with the nature and extent of the work and any local conditions that may affect the work to be done and the equipment, materials, parts and labor required.

4. SPECIFICATIONS

- 4.1 The apparent silence of the Specifications as to any detail, or the apparent omission from it 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.
- 4.2 For the purpose of evaluation, the Offeror 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 Offeror meets all the Specifications in every respect.

5. INTERPRETATIONS AND ADDENDA

- 5.1 If the Offeror should be in doubt as to the meaning of any of the Proposal Documents, is of the opinion that the Conditions and Specifications contain errors or contradictions or reflect omissions, or has any question concerning the conditions and specifications, he shall submit a written request directed to the Purchasing Administrator for interpretation or clarification. Such request must reference the date of Proposal opening and Proposal number and should be received by the Purchasing Administrator at least ten (10) calendar days before the date of the formal opening of the Proposals. Questions received less than ten (10) calendar days prior to the Proposal opening shall not be answered. Interpretations or clarifications in response to such questions will be issued in the form of written addenda and shall be mailed to all parties recorded by CITY'S Purchasing Administrator as having received the Proposal Documents. The issuance of a written addendum shall be the only official method whereby such an interpretation or clarification will be made.

6. PRICES PROPOSED

- 6.1 Prices shall be shown in both unit amounts and extensions whenever applicable. In the event of discrepancies existing between unit amounts and extensions or totals, unit amounts shall govern.
- 6.2 All prices and costs for equipment shall remain firm and fixed for acceptance for ninety (90) calendar days after the day of the Proposal opening.
- 6.3 The Proposal Price shall include all permit fees, royalties, license fees and other costs arising from the use by such design, equipment and/or materials in any way involved in the work.

7. NON-COLLUSIVE AFFIDAVIT

7.1 Each Offeror shall complete the Non-Collusive Affidavit Form and shall submit the form with the Proposal. CITY considers the failure of the Offeror to submit this document to be a major irregularity and may be cause for rejection of the Proposal.

8. PUBLIC ENTITY CRIMES INFORMATION STATEMENT

8.1 A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on rentals 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 Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

9. CONFLICT OF INTEREST

9.1 The award of any contract hereunder is subject to the provisions of Chapter 112, Florida Statutes. Offerors must disclose with their Proposal the name of any officer, director, partner, proprietor, associate or agent who is also an officer or employee of CITY or any of its agencies. Further, all Offerors must disclose the name of any officer or employee of CITY who owns, directly or indirectly, an interest of five percent (5%) or more in the Offeror's firm or any of its branches or affiliate companies.

10. SUBMISSION OF PROPOSALS

10.1 Proposals must be typed or printed in ink. Use of erasable ink is not permitted. All corrections to prices made by the Offeror must be initialed.

10.2 Proposals must contain a manual signature of the authorized representative of the Offeror. Proposals shall contain an acknowledgment of receipt of all Addenda. The address and telephone number for communications regarding the Proposal must be shown.

10.3 Proposals by corporations must be executed in the corporate name by the President or other corporate officer accompanied by evidence of authority to sign. The corporate address and state of incorporation must be shown below the signature.

- 10.4 Proposals by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.
- 10.5 Proposals shall be submitted at or before the time and at the place indicated in the Request for Proposals and shall be submitted in a sealed envelope (faxed proposals will not be accepted under any circumstances). The envelope shall be clearly marked on the exterior "**PROPOSAL FOR UNDERCOVER VEHICLE RENTAL SERVICES THE CITY OF CORAL SPRINGS, FLORIDA,**" and shall state the name and address of the Offeror and shall be accompanied by any other required documents. No responsibility will attach to the Purchasing Office for the premature opening of a Proposal not properly addressed and identified.
- 10.6 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, the Request for Proposal and the responses thereto are in the public domain. However, the Offerors are requested to identify specifically any information contained in their Proposals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law.
- 10.7 All Proposals received from Offerors in response to the Request for Proposal will become the property of CITY and will not be returned to the Offerors. In the event of Contract award, all documentation produced as part of the Contract shall become the exclusive property of CITY.
11. MODIFICATION AND WITHDRAWAL OF PROPOSALS
- 11.1 Proposals may be modified or withdrawn by an appropriate document duly executed (in the manner that a Proposal must be executed) and delivered to the place where Proposals are to be submitted at any time prior to the deadline for submitting Proposals. A request for withdrawal or a modification must be in writing and signed by a person duly authorized to do so. Evidence of such authority must accompany the request for withdrawal or modification. Withdrawal of a Proposal will not prejudice the rights of an Offeror to submit a new Proposal prior to the Proposal opening date and time. After expiration of the period for receiving Proposals, no Proposal may be withdrawn or modified.
- 11.2 If, within twenty-four (24) hours after Proposals are opened, any Offeror files a duly signed, written notice with CITY and within five (5) calendar days thereafter demonstrates to the reasonable satisfaction of CITY by clear and convincing evidence there was a material and substantial mistake in the preparation of its Proposal, or that the mistake is clearly evident on the face of the Proposal but the intended correct

Proposal is not similarly evident, then Offeror may withdraw its Proposal and the Bid Security will be returned. Thereafter, the Offeror will be disqualified from further bidding on the subject Contract.

12. REJECTION OF PROPOSALS

- 12.1 To the extent permitted by applicable state and federal laws and regulations, CITY reserves the right to reject any and all Proposals, to waive any and all informalities not involving price, time or changes in the work with the Successful Offeror, and the right to disregard all nonconforming, non-responsive, unbalanced or conditional Proposals. Proposal 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 CITY reserves the right to reject the Proposal of any Offeror if CITY believes that it would not be in the best interest of the CITY to make an award to that Offeror, whether because the Proposal is not responsive or the Offeror is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by CITY.

SPECIAL CONDITIONS TO INSTRUCTIONS TO OFFERORS

13. QUALIFICATIONS OF OFFERORS

- 13.1 Each Offeror should complete the Qualifications Statement and submit the same with his Proposal. Failure to submit the Qualifications Statement and the documents required thereunder with the Proposal may constitute grounds for rejection of the Proposal.
- 13.2 As a part of the proposal evaluation process, City may conduct a background investigation, including a record check by the Coral Springs Police Department of offeror. Offeror's submission of a proposal constitutes acknowledgment of the process and consent to such investigation.
- 13.3 No proposal shall be accepted from, nor will any contract be awarded to, any person, who is in arrears to CITY, upon any debt or contract, or who is a defaulter, as surety or otherwise, upon any obligation to CITY, or who is deemed irresponsible for unreliable by CITY.
- 13.4 City reserves the right to make a pre-award inspection of the Offeror's facilities and equipment prior to award of Contract.

14. ENVIRONMENTAL REGULATIONS

14.1 City reserves the right to consider Offeror's history of citations and/or violations of environmental regulations in determining an Offeror's responsibility, and further reserves the right to declare an Offeror not responsible if the history of violations warrant such determination. Offeror shall submit with the Proposal a complete history of all citations and/or violations, notices and dispositions thereof. The non-submission of any such documentation shall be deemed to be an affirmation by the Offeror that there are no citations or violations. Offeror shall notify City immediately of notices of any citation or violation, which Offeror may receive after the Proposal opening date and during the time of performance of any contract awarded to offerors.

15. INSURANCE

15.1 Offeror shall submit a certificate(s) of insurance evidencing the required insurance together with the Proposal. Failure to do so may cause rejection of the Proposal.

15.2 Prior to Award and in any event prior to commencing work, the Successful Offeror shall provide CITY with certified copies of all insurance policies providing coverage as required by these Special Conditions.

15.3 The Successful Offeror shall secure and maintain, at its own expense, and keep in effect during the full period of the contract a policy or policies of insurance, which must include the following coverages and minimum limits of liability:

(a) Worker's Compensation and Employer's Liability Insurance for all employees of the Successful Offeror engaged in work under the Contract in accordance with the laws of the State of Florida. The Successful Offeror shall agree to be responsible for the employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.

(b) Comprehensive General Liability Insurance with the following minimum limits of liability:

\$ 1,000,000 Combined Single Limit, Bodily Injury and Property
Damage Liability per occurrence

Coverage shall specifically include the following minimum limits not less than those required for Bodily Injury Liability and Property Damage:

\$ 1,000,000 Combined Single Limit, Bodily Injury and Property

Damage Liability per occurrence

- (1) Premises and Operations;
- (2) Independent Contractors;
- (3) Products and Completed Operations;
- (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;
- (6) Personal Injury Coverage with employment and contractual exclusions removed and deleted.

- (c) Comprehensive Automobile Liability Insurance for all owned, non-owned and hired automobiles and other vehicles used by Successful Offeror in the performance of the work with the following minimum limits of liability:

\$ 1,000,000 Combined Single Limit, Bodily Injury and Property
Damage Liability per occurrence

15.4 ALL LIABILITY INSURANCE POLICIES SHALL SPECIFICALLY PROVIDE THAT THE CITY OF CORAL SPRINGS IS AN ADDITIONAL NAMED INSURED OR ADDITIONAL INSURED WITH RESPECT TO THE REQUIRED COVERAGES AND THE OPERATIONS OF THE CONTRACTOR UNDER THE CONTRACT. INSURANCE Companies selected must be acceptable to CITY. 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 CITY by certified mail.

15.5 The required insurance coverage shall be issued by an insurance company duly 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+

15.6 All required insurance policies shall preclude any underwriter's rights of recovery or subrogation against CITY with the express intention of the parties being that the required insurance coverages protect both parties as the primary coverages for any and all losses covered by the above described insurance.

15.7 The Successful Offeror shall ensure that any company issuing insurance to cover the requirements contained in this Contract agrees that they shall have no recourse

against CITY for payment or assessments in any form on any policy of insurance.

- 15.8 The clauses "Other Insurance Provisions" and "Insured Duties in the Event of an Occurrence, Claim or Suit" as it appears in any policy of insurance in which CITY is named as an additional named insured shall not apply to CITY. CITY shall provide written notice of occurrence within fifteen (15) working days of CITY'S actual notice of such an event.
- 15.9 The Successful Offeror shall not commence work under the Contract until after he has obtained all of the minimum insurance herein described.
- 15.10 The Successful Offeror agrees to perform the work under the Contract as an independent contractor, and not as a subcontractor, agent or employee of CITY.
- 15.11 Violation of the terms of this paragraph and its sub-parts shall constitute a breach of the Contract and CITY, at its sole discretion, may cancel the Contract and all rights, title and interest of the Successful Offeror shall thereupon cease and terminate.

16. INDEMNIFICATION

- 16.1 GENERAL INDEMNIFICATION: To the fullest extent permitted by laws and regulations, Successful Offeror shall indemnify, defend, save and hold harmless the CITY, its officers, agents and employees, harmless from any and all claims, damages, losses, liabilities and expenses, direct, indirect or consequential arising out of or in consequential arising out of or alleged to have arisen out of or in consequence of the products, goods or services furnished by or operations of the Successful Offeror or his subcontractors, agents, officers, employees or independent contractors pursuant to or in the performance of the Contract.
- 16.2 PATENT AND COPYRIGHT INDEMNIFICATION: Successful Offeror agrees to indemnify, defend, save and hold harmless the CITY, its officers, agents and employees, from all claims, damages, losses, liabilities and expenses arising out of any alleged infringement of copyrights, patent rights and/or the unauthorized or unlicensed use of any invention, process, material, property or other work manufactured or used in connection with the performance of the Contract, including its use by CITY.
- 16.3 The Successful Offeror shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever in connection with the foregoing indemnifications including, but not limited to, reasonable attorney's fees (including appellate attorney's fees) and costs.
- 16.4 CITY 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 Successful Offeror under the indemnification agreement. Nothing contained herein is intended nor shall it be construed to waive CITY's rights and immunities under the common law or Florida Statute 768.28 as amended from time to time.

17. RISK OF LOSS

17.1 The risk of loss, injury or destruction, regardless of the cause of the casualty, shall be carried by Successful Offeror until the delivery and installation of the equipment to CITY's premises, and inspection and acceptance of the equipment by CITY. Title to equipment shall pass to CITY upon acceptance by CITY.

18. WARRANTIES

18.1 Warranty of Merchantability: Successful Offeror warrants that all equipment and materials to be supplied pursuant to the Agreement will be merchantable, of good quality and free from defects, whether patent or latent in material or workmanship.

18.2 Warranty of Fitness for a Particular Purpose: Successful offeror warrants the equipment shall be fit for and sufficient for the purpose(s) intended. The proposal(s) for which the equipment covered by the contract is intended is: lease of vehicles for investigative and undercover work.

18.2.1 Successful offeror understands and agrees that CITY is purchasing the equipment in reliance upon the skill of Successful Offeror in furnishing the equipment suitable for the above-stated purpose. If the equipment cannot be used in the manner stated in this Paragraph, then City, at its sole discretion may return the parts to successful offeror for a full refund of any and all moneys paid for the parts.

18.3 Warranty of Title: Successful Offeror warrants that all equipment delivered under the contract shall be of new manufacture and that Successful Offeror possesses good and clear title to said equipment and there are no pending liens, claims or encumbrances whatsoever against said equipment.

18.4 Successful Offeror warrants that there has been no violation of copyrights, patent rights or licensing agreements in connection with the work of the contract.

18.5 Successful Offeror warrants to CITY 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 Successful Offeror is a party.

18.6 Successful Offeror warrants to CITY 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.

18.7 Successful Offeror warrants to CITY that it will comply with all applicable federal, state and local laws, regulations and orders in carrying out its obligations under the Contract.

18.8 All warranties made by Successful Offeror together with service warranties and guaranties shall run to CITY and the successors and assigns of CITY.

19. TAXES

19.1 Successful Offeror shall pay all applicable sales, consumer use and other similar taxes required by law.

20. TERMINATION FOR CAUSE AND DEFAULT

20.1 In the event Successful Offeror shall default in any of the terms, obligations, restrictions or conditions in any of the Proposal documents, CITY shall give written notice by certified mail, return receipt requested to Successful Offeror of the default and that such default shall be corrected or actions taken to correct such default shall be commenced within three (3) calendar days thereof. In the event Successful Offeror has failed to correct the conditions of default or the default is not remedied to the satisfaction and approval of CITY, CITY shall have all legal remedies available to it, including, but not limited to termination of the Contract in which case Successful Offeror shall be liable for all procurement and reprocurement costs and any and all damages permitted by law arising from the default and breach of the Contract.

21. TERMINATION FOR CONVENIENCE OF CITY

21.1 Upon seven (7) calendar days written notice delivered by certified mail, return receipt requested, to Successful Offeror, CITY may without cause and without prejudice to any other right or remedy, terminate the agreement for CITY's convenience whenever CITY determines that such termination is in the best interests of CITY. Where the agreement is terminated for the convenience of CITY, the notice of termination to Successful Offeror must state that the Contract is being terminated for the convenience of CITY under the termination clause and the extent of termination. Upon receipt of the notice of termination for convenience, Successful Offeror 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.

22. AUDIT RIGHTS

22.1 City reserves the right to audit the records of Successful Offeror at any time during the performance and term of the Contract and for a period of three (3) years after completion and acceptance by City. If required by City, Successful Offeror shall agree to submit to an audit by an independent certified public accountant selected by City. Successful Offeror shall allow City to inspect, examine and review the records of Successful Offeror at any and all times during normal business hours during the term of the contract.

23. ASSIGNMENT

23.1 Successful Offeror shall not assign, transfer or subject the Contract or its rights, title or interests or obligations therein without CITY'S prior written approval.

23.2 Violation of the terms of this paragraph shall constitute a breach of the Contract by Successful Offeror and CITY may, at its discretion, cancel the Contract and all rights, title and interest of Successful Offeror shall thereupon cease and terminate.

24. GOVERNING LAWS: This RFP/Agreement shall be governed by and construed in accordance with the laws of the State of Florida without regard to principles of conflicts of laws thereof.

25. VENUE: Any litigation arising out of this RFP/Agreement shall be brought in the Seventeenth Judicial Circuit for Broward County, Florida.

26. COST ADJUSTMENTS

26.1 The cost(s) shall remain firm for the initial two (2) year contract term. Any requested cost increase shall be fully documented and submitted in writing to the Purchasing Administrator at least ninety (90) days prior to the beginning any two (2) year contract renewal term or at least ninety (90) days prior to the contract anniversary date. Any approved cost adjustments shall become effective after the first two (2) year contract term or upon the renewal date of the contract.

**PROPOSAL FORM FOR UNDERCOVER VEHICLE RENTAL SERVICES FOR S.E.
FLORIDA GOVERNMENTAL PURCHASING COOPERATIVE GROUP
REQUEST FOR PROPOSAL NO. 13-C-103**

**SUBMITTED TO: City of Coral Springs
9551 West Sample Road
Coral Springs, Florida 33065**

1. The undersigned Offeror proposes and agrees, if this Proposal is accepted, to enter into an Agreement with CITY to perform and furnish all work as specified or indicated in the Proposal and Contract Documents for the Contract price and within the Contract time indicated in the Proposal and in accordance with the other terms and conditions of the Proposal and Contract Documents.
2. Offeror accepts and hereby incorporates by reference in this Proposal Form all of the terms and conditions of the Request for Proposal and Instructions to Offerors.
3. The Offeror has become fully informed concerning the local conditions, and nature and extent of work, and has examined all Contract Documents.
4. Offeror has given the Purchasing Agent written notice of all conflicts, errors or discrepancies that it has discovered in the Contract and/or Proposal documents and the written resolution thereof by the Purchasing Agent is acceptable to Offeror.
5. Offeror proposes to furnish all vehicles, services, and supervision for the work described as follows:

**UNDERCOVER VEHICLE RENTAL SERVICES
FOR S.E. FLORIDA GOVERNMENTAL
PURCHASING COOPERATIVE GROUP**

6. Offeror will provide the vehicles as described in the RFP for the following price:

TOTAL ESTIMATED ANNUAL NUMBER OF VEHICLES USED	CLASS #	COST PER MONTH FOR EACH VEHICLE <i>WITHOUT</i> INSURANCE	TOTAL ANNUAL EXTENDED COST OF VEHICLES (ANNUAL NUMBER OF VEHICLES X COST PER MONTH.)
108	CLASS I (COMPACT VEHICLES)	\$ 580	\$ 62,640
504	CLASS II (MIDSIZE SEDANS, SMALL SUV'S)	\$ 615	\$ 309,960
504	CLASS III (MIDSIZE SUV'S, MINIVANS, REG. SIZE PICKUPS)	\$ 645	\$ 325,080
1	CLASS IV (LARGE SEDANS, LARGE SUV'S)	\$ 769	\$ 769

Miles allowed per vehicle per month: Unlimited /miles

Excess mileage charge per vehicle (for miles over number allowed per month): \$ 0.00 /mile

Additional Pricing Items:

CLASS #	COST PER MONTH FOR EACH RENTAL VEHICLE <i>WITH</i> INSURANCE AND <i>WITH</i> THIRD (3 RD) PARTY COVERAGE	COST PER MONTH FOR EACH RENTAL VEHICLE <i>WITH</i> INSURANCE AND <i>WITHOUT</i> THIRD (3 RD) PARTY COVERAGE
CLASS I COMPACT VEHICLES	\$ 780	\$ 830
CLASS II (MIDSIZE SEDANS, SMALL SUV'S)	\$ 815	\$ 865
CLASS III (MIDSIZE SUV'S, MINIVANS, REG. SIZE PICKUPS)	\$ 845	\$ 895
CLASS IV (LARGE SEDANS, LARGE SUV'S)	\$ 969	\$ 1019

To the extent permitted by applicable State and Federal laws and regulations, City reserves the right to disregard unbalanced bids.



7944 Pines Blvd – Pembroke Pines – FL- 33024
Phone - 954-966-5756 – Fax 954-966-5894 – www.budget.com

Budget Car Rental

Key to 2013 Make Model Codes Fleet Guide

Group I	Compact Vehicles	Budget Group (GR) – A,B
Group II	Midsize Sedans, Small SUVs	Budget Group (GR) – C,D,F
Group III	Midsize SUVs, Mini Van, P/Up	Budget Group (GR) – W, XW,V
Group IV	Large Sedans, Large SUVs	Budget Group (GR) – E,G,XB,XS,S,XC,XL
Group V	Premium SUVs, Vehicles	Budget Group (GR) – Z,L,P,H

Please note that all vehicles listed are representative of the makes and models that we carry and all vehicles are subject to availability on a given day. Some makes and models are regional and may not be available at some locations.

2013 Make Model Codes

Description	Type	Wiz	Make	Model	Make	Model	YR	C-MPG	H-MPG	Gals	GR	MFR
BMW 328i SEDAN	RWD	B328	BMW	328i	BMW	328i	13	23	33	15.8	XF	BM
BMW 328iX SEDAN	AWD	BW31	BMW	328iX	BMW	328iX	13	22	33	15.8	XF	BM
BMW 528i SEDAN	RWD	B528	BMW	528i	BMW	528i	13	24	34	18.5	XK	BM
BMW 528iX SEDAN	AWD	B28X	BMW	528iX	BMW	528iX	13	22	33	18.5	XK	BM
BMW 535i	RWD	BW5S	BMW	535i	BMW	535i	13	20	30	18.5	XK	BM
BMW 650iX GRAN COUPE	AWD	BM65	BMW	650iX	BMW	650iX	13	18	24	18.5	XK	BM
BMW 740i	RWD	740i	BMW	740i	BMW	740i	13	19	28	21.1	XD	BM
BMW X3 XDRIVE 28i	AWD	BX3i	BMW	BMX3	BMW	BMX3	13	21	28	17.7	XG	BM
BMW X5 XDRIVE 35i	AWD	BX5i	BMW	BMX5	BMW	BMX5	13	18	23	22.4	XE	BM
BMW Z4 CONVERTIBLE	CON	BZ4Z	BMW	Z428	BMW	Z428	13	22	33		XX	BM
BUICK ENCLAVE 2WD	FWD	BUEN	BUICK	ENCL	BUICK	ENCL	13	17	24	22	S	GM
BUICK ENCLAVE 4WD	AWD	BUEN	BUICK	ENCL	BUICK	ENCL	13	16	22	22	S	GM
BUICK ENCORE FWD	FWD	BUEC	BUICK	ENCORE	BUICK	ENCORE	13	25	33	13.7	W	GM
BUICK LACROSSE	FWD	BULA	BUICK	LACROSSE	BUICK	LACROSSE	13	17	27	18	G	GM
BUICK LACROSSE EASSIST	FWD	BULH	BUICK	LACROSSE	BUICK	LACROSSE	13	25	36	15.7	G	GM
BUICK LUCERNE	FWD	BU LU	BUICK	LUCERNE	BUICK	LUCERNE	13				G	GM
BUICK REGAL	FWD	BREG	BUICK	REGAL	BUICK	REGAL	13	19	31		E	GM
BUICK REGAL TURBO	FWD	BREG	BUICK	REGAL	BUICK	REGAL	13	19	31		E	GM
BUICK VERANO FWD	FWD	BUVE	BUICK	VERANO	BUICK	VERANO	13	21	32		D	GM
CADILLAC CTS COUPE RWD	2DR	CACC	CADILLAC	CTS	CADILLAC	CTS	13	18	27	18	H	GM
CADILLAC CTS SEDAN AWD	AWD	CTS4	CADILLAC	CTS	CADILLAC	CTS	13	18	27	18	H	GM
CADILLAC CTS SEDAN RWD	RWD	CAC1	CADILLAC	CTS	CADILLAC	CTS	13	18	27	18	H	GM
CADILLAC CTS V8 RWD	RWD	CTSV	CADILLAC	CTS	CADILLAC	CTS	13	12	18	18	H	GM
CADILLAC CTS WAGON AWD	AWD	CTW1	CADILLAC	CTS	CADILLAC	CTS	13	18	26	18	H	GM
CADILLAC CTS WAGON RWD	RWD	CTW2	CADILLAC	CTS	CADILLAC	CTS	13	18	26	18	H	GM
CADILLAC ESCALADE AWD	AWD	CAES	CADILLAC	ESCALADE	CADILLAC	ESCALADE	13	13	18		XP	GM
CADILLAC ESCALADE RWD	RWD	CAE2	CADILLAC	ESCALADE	CADILLAC	ESCALADE	13	14	18		XP	GM
CADILLAC SRX 2WD	FWD	CASF	CADILLAC	SRX	CADILLAC	SRX	13	17	24		H	GM
CADILLAC SRX AWD	AWD	CASR	CADILLAC	SRX	CADILLAC	SRX	13	16	23		H	GM
CADILLAC SRX AWD (1SD)	AWD	CASX	CADILLAC	SRX	CADILLAC	SRX	13	16	23		H	GM
CADILLAC XTS AWD	AWD	CXTA	CADILLAC	XTS	CADILLAC	XTS	13	17	26	20	H	GM
CADILLAC XTS FWD	FWD	CXTF	CADILLAC	XTS	CADILLAC	XTS	13	17	26	18.5	H	GM
CHEVROLET CAMARO CONVERTIBLE	CON	CHCO	CHEVROLET	CAMARO	CHEVROLET	CAMARO	13				XH	GM
CHEVROLET CAMARO CONVERTIBLE SS	CON	CHSS	CHEVROLET	CAMARO	CHEVROLET	CAMARO	13				XZ	GM
CHEVROLET CAMARO LT	2DR	CMLT	CHEVROLET	CAMARO	CHEVROLET	CAMARO	13				XB	GM
CHEVROLET CAMARO SS	2DR	CHCM	CHEVROLET	CAMARO	CHEVROLET	CAMARO	13				XS	GM
CHEVROLET CAPTIVA AWD	AWD	CCA4	CHEVROLET	CAPTIVA	CHEVROLET	CAPTIVA	13				F	GM
CHEVROLET CAPTIVA FWD	FWD	CCAT	CHEVROLET	CAPTIVA	CHEVROLET	CAPTIVA	13				F	GM
CHEVROLET CORVETTE CONVERTIBLE	CON	CHCV	CHEVROLET	CORVETTE	CHEVROLET	CORVETTE	13				XA	GM
CHEVROLET CORVETTE COUPE	2DR	CHCT	CHEVROLET	CORVETTE	CHEVROLET	CORVETTE	13				XA	GM
CHEVROLET CRUZE	FWD	CHCZ	CHEVROLET	CRUZE	CHEVROLET	CRUZE	13				C	GM
CHEVROLET EQUINOX 2WD	FWD	CHC2	CHEVROLET	EQUINOX	CHEVROLET	EQUINOX	13				W	GM
CHEVROLET EQUINOX 4WD	AWD	CHCQ	CHEVROLET	EQUINOX	CHEVROLET	EQUINOX	13				W	GM
CHEVROLET EXPRESS VAN	VAN	CHEX	CHEVROLET	EXPRESS	CHEVROLET	EXPRESS	13				P	GM
CHEVROLET IMPALA	FWD	CHIM	CHEVROLET	IMPALA	CHEVROLET	IMPALA	13				E	GM
CHEVROLET MALIBU	FWD	CHMA	CHEVROLET	MALIBU	CHEVROLET	MALIBU	13				E	GM
CHEVROLET SONIC 4DR	FWD	CHS4	CHEVROLET	SONIC	CHEVROLET	SONIC	13				A	GM
CHEVROLET SONIC 5DR	FWD	CHS5	CHEVROLET	SONIC	CHEVROLET	SONIC	13				A	GM
CHEVROLET SPARK	FWD	SPRK	CHEVROLET	SPARK	CHEVROLET	SPARK	13				A	GM
CHEVROLET SUBURBAN 2WD	RWD	CS02	CHEVROLET	SUBURBAN	CHEVROLET	SUBURBAN	13				L	GM
CHEVROLET SUBURBAN 4WD	4WD	CHSU	CHEVROLET	SUBURBAN	CHEVROLET	SUBURBAN	13				L	GM
CHEVROLET TAHOE 2WD	RWD	CHT2	CHEVROLET	TAHOE	CHEVROLET	TAHOE	13				Z	GM
CHEVROLET TAHOE 4WD	4WD	CHTA	CHEVROLET	TAHOE	CHEVROLET	TAHOE	13				Z	GM
CHEVROLET TRAVERSE 2WD	FWD	CHTV	CHEVROLET	TRAVERSE	CHEVROLET	TRAVERSE	13				S	GM
CHEVROLET TRAVERSE 4WD	AWD	CHT4	CHEVROLET	TRAVERSE	CHEVROLET	TRAVERSE	13				S	GM
CHEVROLET VOLT	AWD	CV01	CHEVROLET	VOLT	CHEVROLET	VOLT	13				XX	GM
CHRYSLER 200 CONVERTIBLE	CON	C2CO	CHRYSLER	200	CHRYSLER	200	13				K	CH
CHRYSLER 200 SEDAN	FWD	CB2S	CHRYSLER	200	CHRYSLER	200	13				G	CH
CHRYSLER 300 AWD	AWD	C30A	CHRYSLER	300	CHRYSLER	300	13				G	CH
CHRYSLER 300 RWD	RWD	C300	CHRYSLER	300	CHRYSLER	300	13				G	CH
CHRYSLER TOWN AND COUNTRY LWB	VAN	CTWN	CHRYSLER	TOWN AND COUNTRY	CHRYSLER	TOWN AND COUNTRY	13				V	CH
DODGE AVENGER	FWD	DDAV	DODGE	AVENGER	DODGE	AVENGER	13				C	CH
DODGE CALIBER 2WD	FWD	DOC2	DODGE	CALIBER	DODGE	CALIBER	13				C	CH
DODGE CHALLENGER COUPE	2DR	DOCI	DODGE	CHALLENGER	DODGE	CHALLENGER	13				CB	CH
DODGE CHALLENGER RT COUPE	2DR	DOCT	DODGE	CHALLENGER	DODGE	CHALLENGER	13				XS	CH
DODGE CHARGER 2WD	RWD	DOCH	DODGE	CHARGER	DODGE	CHARGER	13				E	CH
DODGE CHARGER 4WD	AWD	DOR4	DODGE	CHARGER	DODGE	CHARGER	13				E	CH
DODGE DART	FWD	DOD1	DODGE	DART	DODGE	DART	13				G	CH
DODGE DURANGO 2WD	RWD	DOD2	DODGE	DURANGO	DODGE	DURANGO	13				S	CH
DODGE DURANGO 4WD	AWD	DOD4	DODGE	DURANGO	DODGE	DURANGO	13				S	CH

Updated: 11/30/2012

2013 Make Model Codes

Description	Type	Wiz	Make	Model	Make Model	YR	C-MPG	H-MPG	Gals	GR	MFR
DODGE GRAND CARAVAN	VAN	DOGC			DODGGRCA	13				V	CH
DODGE JOURNEY AWD	AWD	DOJO			DODGJOUR	13			21	W	CH
DODGE JOURNEY FWD	FWD	DOJ2			DODGJOU2	13			20.5	W	CH
DODGE NITRO 2WD	RWD	DON2			DODGNIT2	13				F	CH
DODGE NITRO 4WD	4WD	DONI			DODGNITR	13				F	CH
DODGE RAM 1500 QUAD SLT 4X2	FWD	DRQ2			DODGQUA2	13				XW	CH
DODGE RAM 1500 QUAD SLT 4X4	4WD	DRQ4			DODGQUA4	13				XW	CH
FIAT 500	2DR	FJ5C			FIAT500C	13				A	CH
FIAT ELLEZERO		FELL			FIATELLE	13				B	CH
FORD C-MAX HYBRID	FWD	FCAX			FORDCMAX	13				XC	FO
FORD C-MAX ENERGY	FWD	FCAE			FORDCMAE	13				XC	FO
FORD ECONOLINE E350 PASSENGER VAN	VAN	FO35			FORDE350	13				P	FO
FORD EDGE 2WD	FWD	FOED			FORDEEDGE	13				W	FO
FORD EDGE AWD	AWD	FOE4			FORDEEDGE4	13				W	FO
FORD EDGE LTD AWD ECOBOOST	AWD	FEE4			FORDEEDGE4	13				W	FO
FORD EDGE LTD FWD ECOBOOST	FWD	FEE2			FORDEEDGE2	13				W	FO
FORD ESCAPE 2WD	FWD	FOE2			FORDESC2	13	22	30	15.1	F	FO
FORD ESCAPE 4WD	4WD	FOEP			FORDESC4	13	21	28	16	F	FO
FORD ESCAPE 4WD HYBRID	4WD	FESH			FORDESCH	13				XC	FO
FORD EXPEDITION 2WD	RWD	FOX2			FORDEXP2	13				Z	FO
FORD EXPEDITION 4WD	4WD	FOEX			FORDEXPE	13				Z	FO
FORD EXPEDITION EL 2WD	RWD	FOX2			FORDEXP2	13				L	FO
FORD EXPEDITION EL 4WD	4WD	FOX4			FORDEXL4	13				L	FO
FORD EXPLORER 2WD	RWD	FOX2			FORDEXP2	13	17	25	16.6	S	FO
FORD EXPLORER 4WD	4WD	FEXP			FORDEXPL	13	17	23	18.6	S	FO
FORD F150 2WD FFV	RWD	F150			FORDF152	13				XW	FO
FORD F150 4WD FFV	4WD	F150			FORDF150	13				XW	FO
FORD F250 PICKUP TRUCK	4WD	F250			FORDF250	13				XW	FO
FORD FIESTA HATCHBACK	FWD	FFE5			FORDFIE5	13				B	FO
FORD FIESTA SEDAN	FWD	FJET			FORDFIES	13				B	FO
FORD FLEX 2WD	FWD	FLE2			FORDFLE2	13				S	FO
FORD FLEX 4WD	AWD	FLE4			FORDFLE4	13				S	FO
FORD FOCUS 4DR	FWD	FOFO			FORDFOCU	13				B	FO
FORD FOCUS 5DR	FWD	FOCX			FORDFOCO	13				B	FO
FORD FUSION	FWD	FOFN			FORDFUSI	13				E	FO
FORD FUSION AWD	AWD	FUSH			FORDFUS4	13				E	FO
FORD FUSION HYBRID	FWD	FUHY			FORDFUHY	13				XC	FO
FORD FUSION SEL V6	FWD	FOF6			FORDFUS6	13				E	FO
FORD MUSTANG 2 DOOR	2DR	FMSN			FORDMUST	13				XB	FO
FORD MUSTANG CON	CON	FMUC			FORDMUSC	13				K	FO
FORD MUSTANG GT CONVERTIBLE	CON	FMGC			FORDMGTC	13	18	25	16	XZ	FO
FORD MUSTANG GT PREMIUM	2DR	FOMG			FORDMUGT	13				XS	FO
FORD TAURUS AWD	AWD	FOT4			FORDTAU4	13				G	FO
FORD TAURUS FWD	FWD	FTA2			FORDTAU2	13				G	FO
GMC ACADIA AWD	AWD	GMAC			GMCACAD	13				S	GM
GMC ACADIA FWD	FWD	GMA2			GMCACAY	13				S	GM
GMC SAVANA	VAN	GMSV			GMC SAVA	13				XW	GM
GMC TERRAIN AWD	AWD	GMTE			GMC TERR	13				W	GM
GMC TERRAIN FWD	FWD	GMT2			GMC TER2	13				W	GM
GMC YUKON 2WD	RWD	GYM2			GMCYUK2	13				Z	GM
GMC YUKON 4WD	4WD	GYU			GMC YUKO	13				Z	GM
GMC YUKON DENALI 2WD	RWD	GYD2			GMCYUD2	13				XP	GM
GMC YUKON DENALI 4WD	4WD	GYD4			GMCYUD4	13				XP	GM
GMC YUKON HYBRID 2WD	RWD	GYH2			GMCYUH2	13				Z	GM
GMC YUKON XL 2WD	RWD	GYX2			GMCYUX2	13				L	GM
GMC YUKON XL 4WD	4WD	GYX4			GMCYUX4	13				L	GM
HONDA ACCORD	FWD	HOAD			HONDACCO	13				E	HO
HYUNDAI ACCENT	FWD	HYAK			HYUNACCE	13				A	HY
HYUNDAI ELANTRA	FWD	HYEL			HYUNELAN	13				C	HY
HYUNDAI GENESIS	RWD	HYEN			HYUNGENE	13				H	HY
HYUNDAI SANTA FE 2WD	FWD	HYSA			HYUNSAN2	13				F	HY
HYUNDAI SANTA FE 4WD	AWD	HYA6			HYUNSAN4	13				F	HY
HYUNDAI SONATA	FWD	HYSL			HYUNSONA	13				E	HY
HYUNDAI SONATA HYBRID	FWD	HYSH			HYUNSONH	13				XC	HY
HYUNDAI TUCSON AWD	AWD	HYTU			HYUNTUCS	13				F	HY
HYUNDAI TUCSON FWD	FWD	HYTN			HYUNTUD2	13				F	HY
INFINITI FX35 AWD	AWD	FX35			INFIFX35	13				H	NI
INFINITI FX35 RWD	RWD	FX35			INFIFX35	13				H	NI
INFINITI FX37 AWD	AWD	INFA			INFIF37A	13				H	NI
INFINITI FX37 RWD	RWD	INFR			INFIF37R	13				H	NI

Updated: 11/30/2012

2013 Make Model Codes

Description	Type	Wiz	Make	Model	Make Model	YR	C-MPG	H-MPG	Gals	GR	MFR
INFINITI G26 SEDAN 2WD	RWD	G25S			INFIG25S	13				G	NI
INFINITI G26 SEDAN AWD	AWD	G25A			INFIG25A	13				G	NI
INFINITI G37 SEDAN RWD	RWD	IG37			INFI G37	13				H	NI
INFINITI G37X SEDAN AWD	AWD	G37X			INFIG37X	13				H	NI
INFINITI JX35 AWD	AWD	INJA			INFIJX3A	13				XE	NI
INFINITI JX35 FWD	FWD	INJF			INFIJX3F	13				XE	NI
INFINITI M37 SEDAN RWD	RWD	M37R			INFIM37R	13				H	NI
INFINITI M37X SEDAN AWD	AWD	M37X			INFIM37X	13				H	NI
INFINITI QX56 2WD	RWD	INQ5			INFIQX5R	13				XP	NI
INFINITI QX56 4WD	AWD	INQX			INFIQX56	13				XP	NI
JEEP COMPASS 2WD	FWD	CMP2			JEPCMP2	13				F	CH
JEEP COMPASS 4WD	4WD	CMPS			JEPCMPS	13				F	CH
JEEP GRAND CHEROKEE 2WD	RWD	JGCH			JEPCGRC2	13				W	CH
JEEP GRAND CHEROKEE 4WD	4WD	JKEE			JEPCGRCH	13				W	CH
JEEP LIBERTY 2WD	RWD	JEL2			JEPLIB2	13				F	CH
JEEP LIBERTY 4WD	4WD	JELB			JEPLIBB	13				F	CH
JEEP PATRIOT 2WD	FWD	JEP2			JEPPAT2	13				F	CH
JEEP PATRIOT 4WD	4WD	JEPA			JEPPATR	13				F	CH
JEEP WRANGLER 2DR	2DR	JWRA			JEPPWRAN	13				XL	CH
JEEP WRANGLER X ULTD 4DR (HAWAII ONLY)	4WD	JWR4			JEPPWRA4	13				XL	CH
JEEP WRANGLER X ULTD 4DR (MAINLAND ONLY)	4WD	JEW4			JEPPWRA4	13				XL	CH
KIA FORTE	FWD	KIFO			KIAFOR	13				C	KI
KIA OPTIMA	FWD	KIOP			KIAOPTI	13				E	KI
KIA RIO 4DR SEDAN	FWD	KIRO			KIARIO	13				A	KI
KIA RIO 5DR HATCHBACK	FWD	KIR5			KIARIO5	13				A	KI
KIA SEDONA	VAN	KISD			KIASEDA	13				V	KI
KIA SORENTO 2WD	FWD	KISO			KIASOR2	13				W	KI
KIA SORENTO 4WD	AWD	KISN			KIASORE	13				W	KI
KIA SOUL	FWD	KISL			KIASOUL	13				B	KI
KIA SPORTAGE 2WD	FWD	KIS2			KIASPO2	13				F	KI
KIA SPORTAGE 4WD	4WD	KISS			KIASPOR	13				F	KI
LEXUS HS250H HYBRID	FWD	LEHS			LEXHS25	13				XC	TO
LINCOLN MKS 2WD	FWD	LIMS			LINCMKS2	13				H	FO
LINCOLN MKS AWD	AWD	LISA			LINCMKS4	13				H	FO
LINCOLN MKT AWD	AWD	LMK4			LINCMKT4	13				H	FO
LINCOLN MKT FWD	FWD	LMK2			LINCMKT2	13				H	FO
LINCOLN MKX 2WD	FWD	LIMX			LINCMKX	13				H	FO
LINCOLN MKX AWD	AWD	LIX4			LINCMKX4	13				H	FO
LINCOLN MKZ 2WD	FWD	LIMZ			LINCMKZ	13				G	FO
LINCOLN MKZ AWD	AWD	LIZ4			LINCMKZ4	13				G	FO
LINCOLN NAVIGATOR 2WD	RWD	LIN2			LINCNAV2	13				XP	FO
LINCOLN NAVIGATOR 4WD	4WD	LINA			LINCNAV4	13				XP	FO
MAZDA 2 HATCHBACK	FWD	MA2H			MAZD2HAT	13				A	MA
MAZDA 2 SEDAN	FWD	MA2S			MAZD2SED	13				A	MA
MAZDA 3 HATCHBACK	FWD	MA3H			MAZD3HAT	13				C	MA
MAZDA 3 SEDAN	FWD	MA3S			MAZD3SED	13				C	MA
MAZDA 5 SPORT	VAN	MA5S			MAZD5SPT	13				C	MA
MAZDA 6 SEDAN I TOURING	FWD	MA6I			MAZD6SED	13				E	MA
MAZDA CX-7 AWD	AWD	CX7A			MAZDCX7A	13				F	MA
MAZDA CX-7 FWD	FWD	CX7F			MAZDCX7F	13				F	MA
MAZDA CX-9 AWD	AWD	CX9A			MAZDCX9A	13				W	MA
MAZDA CX-9 FWD	FWD	CX9F			MAZDCX9F	13				W	MA
MINI COOPER 4 DOOR - COUNTRYMAN	FWD	MNC4			MINICOB4	13				XV	BM
MINI COOPER BASE	2DR	MNCC			MINICOB4	13				XV	BM
MINI COOPER CLUBMAN 3 DOOR	2DR	MNCC			MINICOB	13				XV	BM
MINI COOPER CONVERTIBLE	CON	MNCV			MINICOCV	13				XV	BM
MITSUBISHI GALANT	FWD	MIGA			MITSGALA	13				D	MI
MITSUBISHI LANCER	FWD	MILG			MITSLANC	13				C	MI
MITSUBISHI OUTLANDER 2WD	FWD	MIO2			MITSO2	13				F	MI
MITSUBISHI OUTLANDER 4WD	AWD	MIO4			MITSO4	13				F	MI
NISSAN ALTIMA COUPE	2DR	NIA2			NISSAL2D	13				D	NI
NISSAN ALTIMA HYBRID	FWD	NIAH			NISSALTY	13				XC	NI
NISSAN ALTIMA SEDAN	FWD	NIAL			NISSALTI	13				E	NI
NISSAN ARMADA 2WD	RWD	NIAR			NISSARM2	13				Z	NI
NISSAN ARMADA 4WD	4WD	NIAR			NISSARMA	13				Z	NI
NISSAN CUBE	FWD	NICU			NISSCUBE	13				B	NI
NISSAN FRONTIER 4X2	RWD	NIF2			NISSFRO2	13				XW	NI
NISSAN FRONTIER 4X4	4WD	NIF4			NISSFRO4	13				XW	NI
NISSAN JUKE AWD	AWD	NIJ4			NISSJUK4	13				F	NI
NISSAN JUKE FWD	FWD	NIJ2			NISSJUK2	13				F	NI

Updated: 11/30/2012

2013 Make Model Codes

Description	Type	Wiz	Make	Model	Make Model	YR	C-MPG	H-MPG	Gals	GR	MFR
NISSAN MAXIMA	FWD	NIMA	NISSMA	XI	13					G	NI
NISSAN MURANO 2WD	FWD	NIM2	NISSMU	R2	13					W	NI
NISSAN MURANO AWD	AWD	NIMU	NISSMU	R	13					W	NI
NISSAN PATHFINDER 2WD	RWD	NRA2	NISSPA	T2	13					S	NI
NISSAN PATHFINDER 4WD	4WD	NPAT	NISSPA	T	13					S	NI
NISSAN QUEST	FWD	NIQU	NISSQU	S	13					V	NI
NISSAN ROGUE AWD	AWD	NIRG	NISSRO	GU	13					F	NI
NISSAN ROGUE FWD	FWD	NIR2	NISSRO	G2	13					F	NI
NISSAN SENTRA	FWD	NISE	NISSSE	N	13					C	NI
NISSAN VERSA HATCHBACK	FWD	NIVH	NISSVR	HA	13					B	NI
NISSAN VERSA SEDAN	FWD	NIVS	NISSVR	SA	13					B	NI
NISSAN XTERRA 4X2	RWD	NIX2	NISSXT	E2	13					W	NI
NISSAN XTERRA 4X4	4WD	NIX4	NISSXT	E	13					W	NI
SUBARU FORESTER	AWD	SUFS	SUBAFO	R	13					F	SU
SUBARU IMPREZA	AWD	SUIM	SUBAIM	PR	13					C	SU
SUBARU IMPREZA WAGON	AWD	SUIW	SUBAIM	PW	13					C	SU
SUBARU LEGACY	AWD	SULE	SUBALE	GA	13					D	SU
SUBARU OUTBACK	AWD	SUOB	SUBAOU	TB	13					F	SU
SUZUKI GRAND VITARA 4WD	4WD	SZVT	SUZUGR	VI	13					F	SZ
SUZUKI GRAND VITARA RWD	FWD	SZV2	SUZUGR	V2	13					F	SZ
SUZUKI KIZASHI AWD	AWD	SZK4	SUZUKI	Z4	13					C	SZ
SUZUKI KIZASHI FWD	FWD	SZK2	SUZUKI	Z2	13					C	SZ
SUZUKI SX4 CROSSOVER AWD	AWD	SX44	SUZUSX	44	13					B	SZ
SUZUKI SX4 SEDAN	FWD	SSX4	SUZUSX	4S	13					B	SZ
SUZUKI SX4 SPORTBACK FWD	FWD	SX42	SUZUSX	42	13					B	SZ
TOYOTA 4 RUNNER 2WD	RWD	TO42	TOYO4R	UN	13					W	TO
TOYOTA 4 RUNNER 4WD	4WD	TO4R	TOYO4R	UN	13					W	TO
TOYOTA AVALON	FWD	TOAV	TOYOAV	AL	13					G	TO
TOYOTA CAMRY 4 DOOR	FWD	CMRY	TOYOCAM	R	13					E	TO
TOYOTA CAMRY HYBRID	FWD	CMHY	TOYOCAM	HY	13					XC	TO
TOYOTA COROLLA 4 DR	FWD	TOYB	TOYOCOR	LA	13					C	TO
TOYOTA FJ CRUISER 2WD	RWD	TOF2	TOYOFJ	CR	13					W	TO
TOYOTA FJ CRUISER 4WD	4WD	TOF4	TOYOFJ	CR4	13					W	TO
TOYOTA HIGHLANDER 2WD	FWD	TOH2	TOYOHIG	LA	13					W	TO
TOYOTA HIGHLANDER 4WD	AWD	TOYI	TOYOHIG	LA	13					W	TO
TOYOTA MATRIX	FWD	TOMX	TOYOMAT	R	13					G	TO
TOYOTA PRIUS HYBRID	FWD	TOPH	TOYOPRI	US	13					XC	TO
TOYOTA PRIUS V HYBRID	FWD	TOPV	TOYOPRI	US	13					XC	TO
TOYOTA RAV4 2WD	FWD	TORV	TOYORAV	4	13					F	TO
TOYOTA RAV4 4WD	AWD	TOR4	TOYORAV	4	13					F	TO
TOYOTA SEQUOIA 2WD	RWD	TOSQ	TOYOSE	QU	13					Z	TO
TOYOTA SEQUOIA 4WD	4WD	TOS4	TOYOSE	QU4	13					Z	TO
TOYOTA SIENNA	VAN	TSIE	TOYOSIE	NA	13					V	TO
TOYOTA VENZA AWD	AWD	TOV4	TOYOVEN	Z	13					W	TO
TOYOTA VENZA FWD	FWD	TOV2	TOYOVEN	Z	13					W	TO
TOYOTA YARIS LIFTBACK	FWD	TOY5	TOYOYAR	L	13					A	TO
TOYOTA YARIS SEDAN	FWD	TOYR	TOYOYAR	S	13					A	TO
VOLKSWAGEN BEETLE	2DR	VWBE	VOLKBE	E	13					B	VW
VOLKSWAGEN CC 2.0	FWD	VCC2	VOLKCC	2S	13	22	31	18.5		G	VW
VOLKSWAGEN JETTA	FWD	VWJE	VOLKJET	A	13					C	VW
VOLKSWAGEN JETTA SPORTWAGEN	FWD	VWJW	VOLKJET	W	13					D	VW
VOLKSWAGEN PASSAT SEDAN	FWD	VWPS	VOLKPASS	A	13					E	VW
VOLKSWAGEN ROUTAN	FWD	VWRO	VOLKROUT	A	13					V	VW
VOLKSWAGEN TIGUAN 4MOTION	AWD	VTU4	VOLKTIG	A	13					F	VW
VOLKSWAGEN TIGUAN FWD	FWD	VTU2	VOLKTIG	A	13					F	VW
VOLVO C70 CONVERTIBLE FWD	CON	VO71	VOLVC70	F	13					K	VO
VOLVO S60 FWD	FWD	VO60	VOLVS60	F	13					G	VO
VOLVO S80 AWD	AWD	VO81	VOLVS80	F	13					H	VO
VOLVO S80 FWD	FWD	VO82	VOLVS80	F	13					H	VO
VOLVO XC60 AWD	AWD	VOXA	VOLVXC60	F	13					H	VO
VOLVO XC60 FWD	FWD	VOXF	VOLVXC60	F	13					H	VO

Bolded indicates new models

7. Acknowledgment is hereby made of the following Addenda (identified by number) received since issuance of the Request for Proposal:

Addendum No. 1 Date March 20, 2103
Addendum No. _____ Date _____
Addendum No. _____ Date _____

8. The following documents are attached to and made as a condition to this Proposal:

- (a) Proposal and Offeror's Certification
- (b) Certified Resolution
- (c) Qualifications Statement
- (d) Non-Collusive Affidavit
- (e) Offeror's Foreign (Non-Florida) Corporate Statement
- (f) References
- (g) Certificate(s) of Insurance

9. PLEASE HAVE YOUR INSURANCE REPRESENTATIVE CAREFULLY REVIEW ANY INSURANCE COVERAGES AND CONDITIONS PRIOR TO SUBMITTING YOUR PROPOSAL TO ENSURE COMPLIANCE WITH THE INSURANCE REQUIREMENTS OF THE INSTRUCTIONS TO OFFERORS.

10. The CITY reserves the right to award this contract on the basis of any combination of the above items, or all items, in which the CITY deems in its best interests.

11. The correct legal name of Offeror is: 2nd Chance Holdings, Inc, dba Budget Car Rental
Address: 7944 Pines Blvd
City/State/Zip: Pembroke Pines, FL 33024
Telephone No.: 954-966-5756
Fax No.: 954-966-5894
Social Security No. or Federal I.D. No.: 22-3544605

12. Communications concerning this Proposal shall be addressed to Scott Kupferman at the following address:

7944 Pembroke Pines, FL 33024
Telephone No.: 954-966-5756 Fax No.: 954-966-5894
Email Address: Sm.kupferman@gmail.com
Submitted on April 2, 2013.

OFFEROR'S CERTIFICATION

WHEN OFFEROR IS AN INDIVIDUAL

IN WITNESS WHEREOF, the Offeror hereto has executed this Proposal Form this _____ day
of _____, 201__.

By: _____
Signature of Individual

N/A

Witness

Printed Name of Individual

Witness

Business Address

City/State/Zip

Business Phone Number

State of _____
County of _____

The foregoing instrument was acknowledged before me this _____ Day of _____,
201__, 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)

OFFEROR'S CERTIFICATION

WHEN OFFEROR IS A SOLE PROPRIETORSHIP OR OPERATES UNDER A FICTITIOUS OR TRADE NAME

IN WITNESS WHEREOF, the Offeror hereto has executed this Proposal Form this _____ day of _____, 201_.

Printed Name of Firm

N/A

By: _____
Signature of Owner

Witness

Printed Name of Individual

Witness

Business Address

City/State/Zip

Business Phone Number

State of _____
County of _____

The foregoing instrument was acknowledged before me this _____ Day of _____, 201_, 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)

OFFEROR'S CERTIFICATION

WHEN OFFEROR IS A PARTNERSHIP

IN WITNESS WHEREOF, the Offeror hereto has executed this Proposal Form this _____ day of _____, 201__.

N/A

Printed Name of Partnership

By:

Signature of General or Managing Partner

Witness

Printed Name of partner

Witness

Business Address

City/State/Zip

Business Phone Number

State of Registration

State of _____
County of _____

The foregoing instrument was acknowledged before me this ____ Day of _____, 201__,
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)

OFFEROR'S CERTIFICATION

WHEN OFFEROR IS A CORPORATION

IN WITNESS WHEREOF, the Offeror hereto has executed this Proposal Form this 3
day of April, 2013.

2nd Chance Holdings DBA Budget Car Rental

Printed Name of Corporation

Florida

Printed State of Incorporation

By: [Signature]

Signature of President or other authorized officer

Scott Kupferman

Printed Name of President or other authorized officer

7944 Pines Blvd

Address of Corporation

Pembroke Pines, FL, 33024

City/State/Zip

954-966-5756

Business Phone Number

(CORPORATE SEAL)

ATTEST:

By [Signature]

Secretary

State of Florida
County of Broward

The foregoing instrument was acknowledged before me this 3 Day of APRIL, 2013,
by SCOTT M. KUPFERMAN (Name), President (Title) of
2nd Chance Holdings, Inc. DBA Budget Car Rental (Name of Company) on behalf of the corporation,
who is personally known to me or who has produced Florida Driver License as
identification and who did (did not) take an oath.

WITNESS my hand and official seal.

[Signature]

NOTARY PUBLIC



LUIS A. DEL VALLE
MY COMMISSION # EE 138713
EXPIRES: February 17, 2016
Bonded thru Budget Notary Services

(Name of Notary Public: Print, Stamp,
or type as Commissioned)

CERTIFIED RESOLUTION

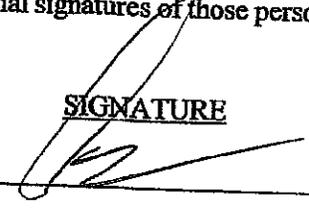
I, Scott Kupferman (Name), the duly elected Secretary of 2nd Chance Holdings, Inc., dba Budget Car Rental a corporation organized and existing under the laws of the State of Florida, do hereby certify that the following Resolution was unanimously adopted and passed by a quorum of the Board of Directors 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 Scott Kupferman (Name) The duly elected President/Sec of 2nd Chance Holdings, Inc., dba Budget Car Rental (Corporate Title) be and is hereby authorized to execute and submit a Bid and Bid Bond, if such bond is required, to the City of Coral Springs 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 City of Coral Springs 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>
<u>Scott Kupferman</u>	<u>Pres</u>	
_____	_____	_____
_____	_____	_____

Given under my hand and the Seal of the said corporation this 3 day of April, 2013.

(SEAL)

By:

Secretary

Pres
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 City of Coral Springs 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.

NON-COLLUSIVE AFFIDAVIT

State of Florida)

)ss.

County of Broward)

Scott Kupferman

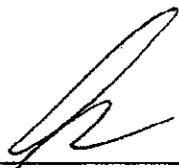
being first duly sworn, deposes and says

that:

- (1) He/she is the Representative, (Owner, Partner, Officer, Representative or Agent) of 2nd Chance Holdings, Inc, dba Budget Car Rental, the Bidder that has submitted the attached Bid;
- (2) He/she is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is not a collusive or sham Bid;
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Bid in connection with the Work for which the attached Bid has been submitted; or to refrain from bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Bidder, firm, or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit, or cost elements of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed and delivered
in the presence of:

LUIS A. DEL VALLE

By: 
Scott Kupferman
(Printed Name)
Pres/Sec
(Title)

ACKNOWLEDGEMENT

State of Florida
County of BROWARD

The foregoing instrument was acknowledged before me this 3 day of April
2013, by SCOTT KUPFERMAN, who is personally known to me
or who has produced Florida Driver's License as identification and who did (did not) take an
oath.

WITNESS my hand and official seal



NOTARY PUBLIC



LUIS A. DEL VALLE
MY COMMISSION # EE 138713
EXPIRES: February 17, 2016
Bonded Thru Budget Notary Services

(Name of Notary Public: Print,
Stamp, or Type as Commissioned.)

QUALIFICATION STATEMENT

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter:

SUBMITTED TO: City of Coral Springs
(Purchasing Administrator)

ADDRESS: 9551 West Sample Road
Coral Springs, Florida 33065

CIRCLE ONE

SUBMITTED BY: 2nd Chance Holdings, Inc, dba Budget Car Rental

NAME Scott Kupferman

ADDRESS: 7944 Pines Blvd

Pembroke Pines, FL 33024

TELEPHONE NO. 954-966-5756

FAX NO. 954-966-5894

E-MAIL ADDRESS: Sm.kupferman@gmail.com

Corporation
Partnership
Individual
Other

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 Proposer is: 2nd Chance Holdings, Inc, dba Budget Car Rental

The address of the principal place of business is: 7944 Pines Blvd
Pembroke Pines, FL, 33024

2. If Proposer is a corporation, answer the following:

a. Date of Incorporation: September 26, 2012
b. State of Incorporation: Florida
c. President's name: Scott Kupferman
d. Vice President's name: Same
e. Secretary's name: Same
f. Treasurer's name: Same

g. Name and address of Resident Agent:

Scott Kupferman

7944 Pines Blvd

Pembroke Pines, FL 33024

3. If Proposer is an individual or a partnership, answer the following:

a. Date of organization: N/A

b. Name, address and ownership units of all partners:

c. State whether general or limited partnership:

4. If Proposer is other than an individual, corporation or partnership, describe the organization and give the name and address of principals:

N/A

5. If Proposer is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute.

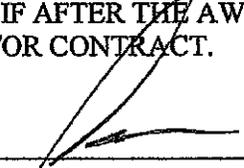
6. How many years has your organization been in business under its present business name?

1

a. Under what other former names has your organization operated?

N/A

THE PROPOSER 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 PROPOSER TO BE TRUE. THE DISCOVERY OF ANY OMISSION OR MISSTATEMENT THAT MATERIALLY AFFECTS THE PROPOSER'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.

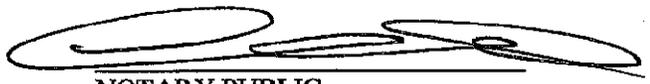


Signature

State of Florida
County of Broward

The foregoing instrument was acknowledged before me this 3 day of April, 2013 by SCOTT KUPFERMAN of 2900 Lakeside Dr, Ft. Lauderdale, FL 33309 who is personally known to me or who has produced Florida Driver's License as identification and who did (did not) take an oath.

WITNESS my hand and official seal.



NOTARY PUBLIC

 **LUIS A. DEL VALLE**
MY COMMISSION # EE 198719
EXPIRES: February 17, 2016
Pending Through August Notary Services

(Name of Notary Public: Print, Stamp, or type as Commissioned)

FOREIGN (NON-FLORIDA) CORPORATIONS MUST COMPLETE THIS FORM

DEPARTMENT OF STATE CORPORATE CHARTER NO. _____

N/A

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 depositories 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

REFERENCES

In order to receive Bid Award consideration on the proposed bid, it is a requirement that the following "Information Sheet" be completed and returned with your bid. This information may be used in determining the Bid Award for this contract.

BIDDER (COMPANY NAME): Budget Car Rental
ADDRESS: 7944 Pines Blvd, Pembroke Pines, FL, 33024
TELEPHONE NO: 954-966-5756
CONTACT PERSON: Scott Kupferman TITLE: Agency Operator
NUMBER OF YEARS IN BUSINESS: 59 YEARS
ADDRESS OF NEAREST FACILITY: 2475 N University Dr., Coral Springs, FL 33065

LIST THREE (3) COMPANIES OR GOVERNMENTAL AGENCIES WHERE THESE PRODUCTS AND SERVICES HAVE BEEN PROVIDED IN THE LAST YEAR:

1. COMPANY NAME: List of references attached
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: _____



7944 Pines Blvd – Pembroke Pines – FL- 33024
Phone - 954-966-5756 – Fax 954-966-5894 – www.budget.com

RFP NO.: 13-C-103
**Undercover Vehicle Rental for SE Florida Governmental
Purchasing Cooperative Group**

References

Deputy Chief Kenneth Hall – Pembroke Pines Police Department – 954-931-0286

Chief Dwayne Flournoy – Hallandale Beach Police Department – 954-457-1611

Chief Dana Watson – Margate Police Department – 954-410-8571

Chief Andrew Smalling – Lauderdale Police Department – 954-497-9700

Col. Al Pollack – Broward Sheriff's Office – 786-298-1383

Lt. Col. William Knowles - Broward Sheriff's Office – 954-914-9923

Chief John Brooks – Sunrise Police Department – 954-931-7117

Deputy Chief Paul Miller – Miami Gardens Police Department – 954-622-8000

Sgt Steve Landry – Davie Police Department – 954-288-0520

Major William "Skip" Washa – Aventura Police Department – 305-466-8969

Supervisory Special Agent George Anapakis – Dept Homeland Security – 305-535-5784

Special Agent Andrew Thompson – Federal Bureau of Investigation – 954-547-9508

Captain Mike Darby USN ret. – 413-244-9250

Deputy Chief Greg Lees – Coconut Creek Police Department – 954-410-8161

Master Chief Dave McVaney – CONAVSE (Commander Navy Region SE) -904-563-1284

ATTACHMENT "A"

**UNDERCOVER VEHICLE RENTAL SERVICES
FOR S.E. FLORIDA GOVERNMENTAL
PURCHASING COOPERATIVE GROUP**

ESTIMATED ANNUAL USAGE

MUNICIPALITY	CLASS I- (compact vehicles)		CLASS II- (midsize sedans, small SUVs)		CLASS III- (midsize SUVs, minivans, reg size pickups)		CLASS IV- (large sedans, large SUVs)	
	Mo.	Yr.	Mo.	Yr.	Mo.	Yr.	Mo.	Yr.
Coral Springs, City of					5	60		
Boca Raton, City of					14	168		
Ft. Lauderdale, City of					11	132		
Coconut Creek, City of					5	60		
Lauderhill, City of			6	72				
Hollywood, City of			12	144				
Sunrise, City of	9	108	8	96				
N. Miami, City of			15	180				
Miramar, City of			1	12	6	72		
Wilton Manors, City of					1	12		
Totals:	9	108	42	504	42	504		



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
4/2/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. IF SUBROGATION IS WAIVED, subject to term and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer right to certificate holder in lieu of such endorsement(s).

PRODUCER AON RISK SERVICES CENTRAL, INC. FKA AON RISK SERVICES, INC. OF MINNESOTA 5600 WEST 83RD STREET, 8200 TOWER, SUITE 1100 MINNEAPOLIS, MN 55437-1027	CONTACT NAME:	
	PHONE (A/C. NO. EXT) (866) 283-7122	Fax (A/C. No.): (847) 953-5390
	E-MAIL ADDRESS:	
	Producer Customer ID #: 570000029827	
INSURED AVIS BUDGET GROUP, INC.; AVIS BUDGET CAR RENTAL, LLC, ITS SUBSIDIARIES INCLUDING AVIS RENT A CAR SYSTEM, LLC, BUDGET RENT A CAR SYSTEM, INC. AND BUDGET TRUCK RENTAL, LLC. 6 SYLVAN WAY PARSIPPANY, NJ 07054	INSURERS AFFORDING COVERAGE	
	INSURER A: CONTINENTAL CASUALTY COMPANY	20443
	INSURER B: PV HOLDING CORP. / BUDGET TRUCK RENTAL, LLC.	90029
	INSURER C: AMERICAN CASUALTY COMPANY OF READING, PA	20427
	INSURER D: TRANSPORTATION INSURANCE COMPANY	20494
	INSURER E: ACE PROPERTY & CASUALTY INSURANCE COMPANY	20699
	INSURER F:	24147

COVERAGES CERTIFICATE NUMBER: 5121 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. LIMITS SHOWN ARE AS REQUESTED.

INSR LTR	TYPE OF INSURANCE	ADD'L INSR	CLASS WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR _____ <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> Loc			GL001803190	7/1/2012	7/1/2013	EACH OCCURRENCE	\$2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
							MED EXP (Any one person)	\$0
							PERSONAL & ADV INJURY	\$2,000,000
							GENERAL AGGREGATE	\$2,000,000
							PRODUCTS - COM/OP AGG	\$2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON OWNED AUTOS GARAGE LIABILITY Any Auto			BUA001700830	7/1/2012	7/1/2013	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
B				SELF INSURED	7/1/2012	7/1/2013	BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
E	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION			XOOG27043082	7/1/2012	7/1/2013	EACH OCCURRENCE	\$10,000,000
							AGGREGATE	\$10,000,000
C	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY Y / N NA			WC4014106301 - DED.	7/1/2012	7/1/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
D	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If Yes, describe under DESCRIPTION OF OPERATIONS below			WC4014106346 - CA	7/1/2012	7/1/2013	E.L. EACH ACCIDENT	\$1,000,000
				WC4014106265 - RETRO			E.L. DISEASE - EA EMPLOYEE	\$1,000,000
							E.L. DISEASE - POLICY LIMIT	\$1,000,000
	OTHER						Each Occurrence / Aggregate	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 See Attached

CERTIFICATE HOLDER	CANCELLATION
EVIDENCE OF INSURANCE	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
C/O PROPERTY / AIRPORT MANAGER	AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Central, Inc.</i>

Certificate Holder:

EVIDENCE OF INSURANCE

Cert Number:

5121

RE: EVIDENCE OF INSURANCE THIS CERTIFICATE OF INSURANCE (COI) RELATES TO A POLICY (POLICIES) ISSUED TO THE NAMED INSURED AND IS INTENDED TO DEMONSTRATE COVERAGE AS PROVIDED SOLELY TO THE NAMED INSURED AND IS FOR INFORMATIONAL PURPOSES ONLY. THE CERTIFICATE HOLDER LISTED ON THIS COI MAY BE INCLUDED AS AN ADDITIONAL INSURED UNDER SUCH POLICY (POLICIES) ONLY TO THE LIMIT THAT SUCH CERTIFICATE HOLDER'S INTEREST APPEARS ONLY IF SUCH INCLUSION IS REQUIRED IN WRITING SPECIFICALLY AND EXPRESSLY STATING THAT SUCH CERTIFICATE HOLDER BE NAMED AS AN ADDITIONAL INSURED UNDER SUCH POLICY (POLICIES). UMBRELLA COVERAGE MAY BE SUBJECT TO DEDUCTIBLE AND/OR SELF INSURANCE. SHOULD ANY OF THE ABOVE EVIDENCED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, AVIS BUDGET GROUP RISK MANAGEMENT DEPARTMENT WILL PROVIDE 30 DAYS PRIOR WRITTEN NOTICE OF SUCH CANCELLATION TO CERTIFICATE HOLDER IF REQUIRED BY WRITTEN CONTRACT.

State of Florida

Department of State

I certify from the records of this office that BUDGET CAR RENTAL is a Fictitious Name registered with the Department of State on September 26, 2012.

The Registration Number of this Fictitious Name is G12000094522.

I further certify that said Fictitious Name Registration is active.

I further certify that this office began filing Fictitious Name Registrations on January 1, 1991, pursuant to Section 865.09, Florida Statutes.

Given under my hand and the Great Seal of Florida, at Tallahassee, the Capital, this the Twenty Seventh day of September, 2012

Ken Detjmer

Secretary of State



Authentication ID: 000240091850-092712-G12000094522

To authenticate this certificate, visit the following site, enter this ID, and then follow the instructions displayed.

<https://efile.sunbiz.org/certauthver.html>

Scott M. Kupferman

4975 SW 76 Ave, Davie, FL, 33328
Cell: (754)-244-0742
Email: sm.kupferman@gmail.com

OBJECTIVE

To grow with a dynamic company utilizing and sharing my past experiences and knowledge of my learned profession. To be able to provide these in-depth, hands on experiences to make my company number one in our industry. To provide for my family and myself and to enjoy life.

QUALIFICATIONS

During my employment with InterAmerican Car Rental, I had started as a service attendant, worked my way to rental agent and was coached on local sales. At this point I was transferred to a satellite location, soon becoming the station manager. I started my first location with a fleet of approximately 65 units. Within 3 years my satellite location, off-airport and off-resort, had a fleet of almost 350 units. This satellite locations annual gross time and mileage revenue was in excess of \$3.5 million. I was offered a position managing my companies Ft. Lauderdale airport location on the spring of 1997. I took over an operation with 400 units and within two years had an average fleet of 900 units, annual gross time and mileage revenue of almost \$7.3 million, a staff of almost 50 employees. I have considerable knowledge in all functions of a car rental company, including accounting, human resources, operations, both counter and daily, risk management, claims, rates management, yield management, reservations, sales and marketing, acquisitions and remarketing.

After InterAmerican closed its doors, I went to work for Royal Rent A Car as their Director of New Business and Remarketing Specialist. In my year and a half with Royal, I ran the auction circuit representing their units through Manheim and Adessa Auto Auctions while managing and acquiring new accounts. My account specialty was law enforcement and military. At auction I would rep their disposal units and purchase units for their rental fleet. Attending 2-4 auctions weekly acquiring and disposing units gave me the valuable experience necessary to enhance my view of the "Big Picture".

After creating a solid business plan I started my own small rental car company and airport parking establishment. I started with a fleet of 20 units and \$75,000 in financing within five and a half years I controlled a fleet of 70 units and \$700,000 in financing. Today's business environment and the health of our economy leaves me uncertain about our future and financing has become more difficult to acquire for my fleet so at this time I have decided to sell the company I founded to my business partner.

After selling my company I learned about the AVIS Budget Group and the franchise opportunities they offered. Signing on with the Budget brand enabled me the opportunity to acquire municipal contracts from my InterAmerican and Royal days. Currently I service over 10 different Federal, State, County or Municipal contracts.

EDUCATION

- 1987-1990 Associate in Science, Business Management, Broward Community College
- 1996-1998 CEU's, Miami Dade Community College
- 2001-2003 Credits Earned towards Associate Degree in International Relations, Miami Dade Community College
- 2003-2004 University of Phoenix; Bachelors of Arts, Business Management

EMPLOYMENT

- 2008- Agency Operator - Budget Car Rental
Currently manage municipal, government, corporate and retail accounts.
- 2003 - 2008 Airport Seaport Parking / Quality Car and Van Rental
Owner / Operator of a small rental car company catering to niche markets while simultaneously operating an off-airport and seaport parking facility servicing Fort Lauderdale International Airport and Port Everglades.
- 2001 - 2003 Royal Rent a Car
Direct of Business Development / Account Manager / Remarketing Specialist
Managed municipal and government accounts along with other corporate accounts, rental agent training, Rate and Yield Management and vehicle remarketing.

1986 - 2001 InterAmerican Car Rental, Inc.

District/City Manager

Managed all aspects of a full service car rental company, with a fleet in excess of 900 units and almost 50 employees. Responsibilities include, daily operations, counter operations, customer service, risk management, accounting, sales/marketing, fleet acquisitions and disposals, personnel, rates and reservations. I have a working knowledge of the construction industry and code enforcement along with municipal laws and ordinances and have developed my company's properties to house our rental operations.

1980-1985 Publix Supermarkets, Inc.

Started in an entry-level position as I worked my way to a position of authority supervising 5 employees.

Personal: Married (23 years), 3 children (ages 23, 19, 12)

References:

Carmen Grosso – Associated 26 Years. 305-854-2334. Asst Coach Football Operations, University of Miami 1979-1989, Dallas Cowboys 1989-2002, Florida International University 2002-2006, Head Coach LeSalle High school 2006-Present

Thomas Knieriem – Associated 25 Years. 305-443-8987. General Manager Interamerican Car Rental 1985-2002, Allstate Insurance Agent 2003-Present

Kenneth Hall – Associated 20 Years. 954-931-0286. Assistant Chief of Police, Pembroke Pines, Florida

Additional References Available Upon Request.

Personal:

Married 23 Years 4 Months to Gilda Luisa, Broward County Public Schools

Three Children

Andrea, 23 Years Old - Master's Program, Nova SE University

Alexis, 19 Years Old - Freshman, Broward College

Erich, 12 Years Old - 7th Grade, Apollo Middle School

Member of the following Civic Groups:

Broward Navy Days

US Navy League Broward Council

Pembroke Pines Optimist Club

Miramar/Pines Chamber of Commerce

I Reach America Foundation

Greater Fort Lauderdale Sister Cities International



The Village of Biscayne Park Police Department

640 NE 114th St., Biscayne Park, FL 33161
Telephone: 305-981-4015 Facsimile: 305 891 7241

December 2, 2014

Federal Forfeiture Funds Expenditure Background

The Village of Biscayne Park Police Department is seeking expenditure of not more than \$6,990.00 from the Village of Biscayne Park Police Department Federal Forfeiture Fund accounts pursuant to Federal and State Forfeiture guidelines to be utilized to rent undercover cars for use by Detective Lieutenant Hector Pineda in the performance of his official duties including but not limited to crime prevention, surveillance, illegal drug interdiction, and apprehension of offenders who commit serious crimes with the Village of Biscayne Park.

Certification:

I, Cornelius F. McKenna, Chief of Police, certify that all funds from the above request will be utilized for law enforcement purposes and comply with the requirements of the State of Florida Forfeiture Guidelines and the Department of Justice/Treasury Forfeiture Guidelines, where applicable. The above request was approved by the office of the City Attorney.

Cornelius F. McKenna
Chief of Police



Village of Biscayne Park Commission Agenda Report

Village Commission Meeting Date: December 2, 2014

Subject: Resolution 2014-86

Prepared By: Chief Cornelius McKenna

Sponsored By: Staff

Background

The purchase of two new police vehicles is an important and necessary acquisition to our aging and high mileage fleet of law enforcement vehicles. During the budget process for the 2014-15 fiscal year, the first year's lease of one new vehicle was included in the amount of \$5,078; and with the sale of three decommissioned police vehicles that were sold through auction this past month, the unexpected revenue of \$5,850 will fund the first year's lease of a second new vehicle.

Fiscal / Budget Impact

The monthly annual payment through Mears Auto Leasing for the purchase of a 2015 Ford Interceptor AWD Sedan is \$576.20 per month.

Car 1 - (January - September 2015)	-	\$5,185.80
Car 2 - (January - September 2015)	-	\$5,185.80
Budgeted in fiscal year 2014-15	-	(\$5,078.00)
Revenues from sale of 3 vehicles	-	(\$5,850.00)
Net	-	(556.40)

Recommendation

Approval of Resolution 2014-86.

Attachments

- Resolution 2014-86
- Mears Motor Leasing quote
- Bartow Ford vehicle details
- Results of Bidera Auctions - 3 surplus police vehicles sold

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3 **RESOLUTION NO. 2014-86**
4

5 **A RESOLUTION OF THE VILLAGE**
6 **COMMISSION OF THE VILLAGE OF**
7 **BISCAYNE PARK, FLORIDA,**
8 **AUTHORIZING THE VILLAGE MANAGER**
9 **TO EXECUTE THE LEASE AGREEMENT**
10 **FOR TWO (2) 2015 FORD INTERCEPTOR**
11 **AWD SEDAN POLICE VEHICLES FOR**
12 **THE POLICE DEPARTMENT; PROVIDING**
13 **FOR AN EFFECTIVE DATE**
14

15
16 WHEREAS, it is the Village of Biscayne Park Police Department's mission to
17 protect life and property, prevent crime and reduce the fear of crime in the Village, which
18 includes being adequately equipped; and
19

20 WHEREAS, as part of their necessary equipment, the Police Department's fleet
21 must consist of reliable and safe vehicles to allow the officers to conduct their core services;
22 and
23

24 WHEREAS, in the fiscal year 2014-15 annual budget, approval was given to
25 purchase one (1) new police vehicle; and
26

27 WHEREAS, through the revenues from the sale of three (3) decommissioned police
28 vehicles through an auction, funding is available to purchase one (1) additional police
29 vehicle; and
30

31 WHEREAS, the purchase of new vehicles will reduce the cost of repairs and
32 maintenance; and
33

34 WHEREAS, extensive research has been done and the 2015 Ford Interceptor AWD
35 Sedan has been identified to be an efficient, powerful, and safe vehicle for our Police
36 Department; and
37

38 WHEREAS, a lease agreement for the two (2) vehicles has been negotiated with
39 Mears Motor Leasing for five (5) years at monthly cost of \$576.20, and includes a 3
40 year/36,000 miles bumper to bumper warranty; and
41

42 WHEREAS, at the end of the fifth (5th) year, the vehicles can each be purchased for
43 a final balloon payment of \$1.00; and
44

45 WHEREAS, the Village Commission finds it to be in the best interests of the
46 residents of the Village of Biscayne Park to authorize the Village Manager to execute the
47 purchase agreement of two (2) 2015 Ford Interceptor AWD Sedan for the Police
48 Department.
49

50
51 **NOW THEREFORE BE IT RESOLVED BY THE VILLAGE COMMISSION**
52 **OF THE VILLAGE OF BISCAYNE PARK, FLORIDA, THAT:**
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54
55 **Section 1.** The foregoing "WHEREAS" clauses are true and correct and hereby
56 ratified and confirmed by the Village Commission.

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Section 2. The Mayor and Commission of the Village of Biscayne Park, Florida, hereby authorize the Village Manager to execute the lease agreement for two (2) 2015 Ford Interceptor AWD Sedan for the Police Department. The lease agreement, in substantial form, are attached and incorporated by reference into this resolution as exhibit 1.

Section 3. This Resolution shall become effective upon adoption.

PASSED AND ADOPTED this ___ day of _____, 2014.

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

David Coviello, Mayor

Attest:

Maria C. Camara, Village Clerk

Approved as to form:

John J. Hearn, Village Attorney

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



A Financial Division of
The Bancorp Bank
MFMBFR FDIC

November 18, 2014

Cornelius F. McKenna
Chief of Police
The Village Biscayne Park

Re: Open End Lease – 2015 Ford Interceptor AWD Sedan

Mears Motor Leasing proposes to lease an Open End Lease Agreement as follows:

2015 Ford Interceptor AWD Sedan
Term 60 Month Finance Lease

Cap Cost	\$29,954.00
Pay Off at Term	\$1.00
Interest Rate	5.5%
Mileage Allowance	N/A
60 Monthly Payments @	\$576.20
5 Annual Payments	\$6,708.30

Tag and Title Included

The finance rate quoted will remain in effect until December 31, 2014 or is locked in for the term of the lease upon receipt of a letter from The Village accepting the proposal. We will be happy to work with your finance department to set up the account.

If I can be of further assistance, please feel free to contact me.

Sincerely,

Accepted By
Village of Biscayne Park

Joanne Cornier
Government Leasing Specialist

3905 El Rey Road, Orlando, FL 32808 • Phone 407-253-4450 • Fax 302-793-1689

www.mearsleasing.com
A FINANCIAL DIVISION OF
The Bancorp Bank

Contract Holder



2015 Ford Sedan Police Interceptor AWD 4dr (P2M,500A)
3.7L Engine
6 Speed Automatic Transmission
Driver Side Factory Installed Spotlight
Power Windows & Power Door Locks
Child Proof Rear Doors
Rear View Camera
Remote Keyless Entry
Yellow CITY Tag
Lightbar Red/Blue with Full LED Take Down Lights, LED Alley Lights & Rear Traffic Advisor
One Piece Siren Controller
100 Watt Speaker
Speaker Bracket
LED Spotlight Upgrade
Laptop Tray
Laptop Mount
Partition with Lower Extension Panel & Recess Panel
Hard Rear Seat
POLICE Graphics w/o roof numbers
Push Bumper w/o Wraps
Deep Tinted Glass
Black & White Paint with lifetime warranty
Bartow Ford Custom Installation

TOTAL \$29,954.00

If you have any questions or need any additional information please to contact me anytime.

Sincerely Yours,
Richard Weissinger
Commercial Fleet Sales
Bartow Ford Company
Direct Line (813) 477-0052
Fax (863) 533-8485

Consignor Settlement

Bidera LLC
4995 NW 72 Ave Suite 405
Miami, FL 33166
Phone: 305-822-5000 Fax: 305-822-5007

CO #:	968
Date:	11/3/2014
Page:	1

Consignor

Village of Biscayne Park
 893 NE 109 ST
 Biscayne Park, FL 33161

Auction: 17th Multi City Auction - 11-11-14

Lot#	Description	Quantity	Unit Price	Ext.Price	Comm/BuyBack	Expenses
604	2005 FORD EXPLORER VIN # 1FMZU72K55UB27454 MILES EXEMPT	1.00	850.00	850.00	0.00	0.00
605	2007 FORD EXPLORER VIN # 1FMEU63E07UB78316 MILES 124456	1.00	2,900.00	2,900.00	0.00	0.00
606	2005 FORD EXPLORER VIN # 1FMZU72K15UB27452 MILES 111857	1.00	2,100.00	2,100.00	0.00	0.00

Payment to Consignor - Check # 2021 (5,850.00)

Total Quantity:	3.00
Total Invoice Sale Price:	5,850.00
Total Due to Consignor:	5,850.00
Total Payments: (5,850.00)
Balance:	<u>\$0.00</u>

No inventory remains for this consignment order

COMMISSION SETTINGS

Calculate Commission By: Each
 Commission Structure Type: Fixed

Any Amount 0%

BUY BACK SETTINGS

Calculate Buy Back By: Each
 Buy Back Structure Type: Fixed

Any Amount 0%



Village of Biscayne Park Commission Agenda Report

Village Commission Meeting Date: December 2, 2014

Subject: Resolution 2014-87 Log Cabin Restoration
-- Addendum to Professional Consultant
Services Agreement with R. J. Heisenbottle
Architects

Prepared By: Heidi Shafran, Village Manager

Sponsored By: Staff

Background

During the recent Florida legislative session the Village was awarded a \$1,000,000 grant from the Florida Department of Economic Opportunity to restore and renovate the Village's log cabin and construct a Public Safety and Administration Annex. Additionally, the Village has received a grant from the Florida Division of Historical Resources in the amount of \$50,000 to be matched with \$50,000 from the Village. The Historical Resources grant is to be used for the restoration of the Log Cabin. The Department of Economic Opportunity and the Department of State worked together to draft the agreements to avoid an overlap in scope of services.

The Department of Economic Opportunity agreement includes the following work items:

- Public Safety and Administration Annex design and construction, including parking, landscaping and lighting.

December 2, 2014

Commission Agenda Report

Resolution 2014-87 Log Cabin Restoration - Addendum to Professional Consultant Services Agreement with R.J. Heisenbottle Architects P.A

- Renovation of Village Hall Log Cabin including removal of additions since 1933 and retro-fitting and including, but not limited to, updating electric and plumbing, repairing structural deterioration, floor refinishing, roof insulation and log replacement.

The Department of State agreement includes the following work items:

- Rehabilitation work to include shake roofing, HVAC upgrades, electrical upgrades, and toilet and bath accessories. All tasks associated with the restoration, as outlined in the Project Description

The Department of State further requires that all project work will be completed under the supervision of a licensed architect or licensed contractor.

On March 15, 2013, the Village advertised Request for Qualifications (RFQ) 2013-01 for Architectural Services - Historic Log Cabin Restoration and New Village Hall. The RFQ was advertised in the Daily Business Review. The RFQ closed on March 28, 2013, and four (4) companies submitted proposals for the architectural services. An evaluation committee met on April 1, 2013, and ranked the 4 proposals submitted. Of the 4 proposals for architectural services, R.J. Heisenbottle Architects P.A. ranked the highest.

In August of 2014, R.J. Heisenbottle Architects P.A. completed the Historic Building Evaluation and Recommendation Report and Schematic Design Drawings for the Log Cabin. This document was prepared under supervision from the State Historic Preservation Office using grant funds and the final product was presented to the Village Commission on August 5, 2014. The document was used as a basis by the State to determine the scope of work for the Log Cabin restoration.

The attached proposal, dated November 14, 2014, is based on the Building Evaluation and Recommendation Report that was approved by the State Historic Preservation Office. The scope of services proposed by R.J. Heisenbottle Architects P.A. include

December 2, 2014

Commission Agenda Report

Resolution 2014-87 Log Cabin Restoration - Addendum to Professional Consultant Services Agreement with R.J. Heisenbottle Architects P.A

County Historic Preservation Board and State of Florida approvals, preparation of construction documents, bidding and permitting and construction administration for the restoration of the Log Cabin. The total cost of the proposal is \$89,000.00 which includes \$52,500.00 for the construction document phase, \$8,500.00 for Bidding and permitting and \$28,000.00 for construction administration.

Fiscal/Budget Impact

The proposed contract will be paid through the State grants and the Village cash match for the Division of Historical Resources.

Staff Recommendation

Approval of Resolution 2014-87

Attachments

- Resolution 2014-87
- Proposal from R.J. Heisenbottle Architects P.A. dated November 14, 2014
- Addendum to Professional Consultant Services Agreement

1
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3 **RESOLUTION NO. 2014-14**
4

5 **A RESOLUTION OF THE VILLAGE COMMISSION**
6 **OF THE VILLAGE OF BISCAYNE PARK, FLORIDA;**
7 **AUTHORIZING THE MAYOR TO EXECUTE**
8 **ADDENDUM TO THE PROFESSIONAL SERVICES**
9 **AGREEMENT BETWEEN R.J. HEISENBOTTLE**
10 **ARCHITECTS P.A. AND THE VILLAGE OF**
11 **BISCAYNE PARK FOR PROFESSIONAL SERVICES**
12 **RELATING TO A COMPREHENSIVE ASSESSMENT**
13 **FOR THE RENOVATION AND RESTORATION OF**
14 **THE HISTORICAL VILLAGE HALL LOG CABIN;**
15 **PROVIDING FOR AN EFFECTIVE DATE.**
16

17
18 WHEREAS, on March 15, 2013, the Village advertised Request for Qualifications
19 (RFQ) 2013-01 for Architectural Services – Historic Log Cabin Restoration and New Village
20 Hall, whereby four (4) proposals were received; and,
21

22 WHEREAS RFQ 2013-01 includes two phases, Phase I and Phase II; and,
23

24 WHEREAS, after a review of all proposals by the Evaluation Committee, the firm of
25 R.J. Heisenbottle Architects, P.A. (hereinafter referred to as “R.J.H.”) was ranked the highest;
26 and,
27

28 WHEREAS in February 2014, the Village entered into a Professional Services
29 Agreement with R.J.H. for Phase I, a comprehensive assessment for the renovation and
30 restoration of the historic Village Hall log cabin; and,
31

32 WHEREAS, in June 2014, the Village of Biscayne Park was approved for funding in
33 the amount of \$1,000,000 from the State of Florida, a portion of which is for the restoration
34 project; and,
35

36 WHEREAS, the Village has received a grant from the Florida Division of Historical
37 Resources in the amount of \$50,000 to be matched with \$50,000 from the Village; and,
38

39 WHEREAS, the Village desires to retain the services R.J.H. for Phase II of the project
40 which includes obtaining County Historic Preservation Board and State of Florida approvals,
41 preparation of construction documents, and bidding and permitting and construction
42 administration which totals \$89,000.00.
43

44 NOW THEREFORE BE IT RESOLVED BY THE VILLAGE COMMISSION OF THE
45 VILLAGE OF BISCAYNE PARK, FLORIDA:
46

47
48 **Section 1.** The foregoing "Whereas" clauses are hereby ratified and confirmed as
49 being true and correct and hereby made a specific part of this Resolution upon adoption hereof.

November 14, 2014

Ms. Heidi Shafran,
Village Manager
Village of Biscayne Park
640 NE 114th Street
Biscayne Park, FL 33161

Re: Biscayne Park Historic Log Cabin and Village Hall
Phase 2 - Fee Proposal
1401 Biscayne Boulevard
Biscayne Park, Florida

2199
PONCE
DE LEON
BOULEVARD
SUITE 400
CORAL
GABLES
FLORIDA
33134
305.446.7799
305.446.9275 FAX

HEISENBOTTLE
ARCHITECTS

Dear Ms. Shafran,

Thank you for choosing the R.J. Heisenbottle Architects team for the restoration of the historic log cabin Village Hall. We are pleased to have had the opportunity to assist you previously with the Building Evaluation Report and Schematic Design Drawings and are now looking forward to completing our services through Construction Documents and Construction.

This fee proposal is for professional services through the Construction Documents, Bidding/Permitting and Construction Phases of the project.

DESCRIPTION OF THE PROJECT

Our understanding of the extent of this project is based upon the approved Building Evaluation and Recommendation Report final submission to the State Historic Preservation Offices, dated August 20, 2014. We understand that it is your intention to restore the Depression-Era Log Building to its historical appearance and re-use the building as a community room and commission chamber. The buildings current office functions and the police department functions will be relocated to a new Village Hall building being designed by others.

In preparation of this proposal, it is assumed that this proposed log cabin renovation will be an Alteration Level 2 as defined in the Florida Existing Building Code and that the "Assembly" occupancy of the building will remain the same as it was originally.

At this time, sustainable design goals, including LEED certification, are not anticipated for this project.

PHASE 2 SCOPE OF BASIC SERVICES

RJHA proposes to provide the following as Phase 2 Basic A/E Services:

1. County Historic Preservation Board and State of Florida Approvals

Work will include preparation of Certificate of Appropriateness Application Forms and

submission of historic research and proposed restoration drawings including architectural floor plan, section, and elevations. Work will also include meeting with county staff and presentation of our proposed plans the Miami Dade County Historic Preservation Board for Approval. A similar submission of final architectural construction documents will be made to the State of Florida Historic Preservation Office for their review and approval under the terms of the State Grant.

2. Preparation of Construction Documents

RJHA, in concert with its structural and MEP engineering consultants (Douglas Wood & Associates, Inc. and MEP Engineering, Inc. will prepare architectural and engineering construction documents for the restoration, repairs, and possible enhancements of the existing log cabin building that were outlined in the previously completed Building Evaluation and Recommendations Report. Thoroughness of documentation will be contingent on the extent to which architectural and engineering elements are observable.

3. Bidding/Permitting

Upon completion of the Construction Documents Phase, RJHA staff will assist the Village in bidding the project in accordance with city policy. We will conduct a Pre-Bid Conference and along with Village staff receive and evaluate the bids received and make recommendations for award. Simultaneously, we will submit signed and sealed plans to the Village Building Official for review and approval.

4. Construction Administration

Upon completion of the Bidding/Permitting Phase and upon Contract Award and Notice to Proceed from the Village, RJHA staff will conduct a Pre-Construction Conference with the General Contractor to review policies and procedures for moving forward with the work. Thereafter we will conduct field observations every two weeks to ascertain the quality and progress of the work. We will also review and approve all contractor requisitions for payment. We will review and process appropriate shop-drawings and other contractor submittals and respond to reasonable requests for information from the contractor. Upon completion of the project we will issue a Certificate of Substantial Completion and prepare a Final Punch list of miscellaneous work to be completed or corrected.

Total Phase 2 Basic Service A/E Fee:

Construction Documents Phase -	\$52,500.00
Bid/Permit Phase -	\$ 8,500.00
Construction Phase Administration -	<u>\$28,000.00</u>
Total Basic Service A/E Fee -	\$89,000.00

A complete breakdown of this fee proposal is attached for your review.

Reimbursable Expenses

In addition to the Basic Services Fee listed above, we will bill you monthly at our cost plus 10% for other out-of-pocket project expenses such as transportation, couriers, and reproduction charges.

SPECIAL INSPECTION SERVICES

This work falls under the jurisdiction of the Florida Building Code 2010. Therefore, the Building Official may require Special Inspection for some or for all structural systems.

“Special Inspection” services include the following:

1. preparation of application forms (to be submitted with permit documents),
2. periodic review of contractor’s documents maintained at the site,
3. site observation of each primary structural element for which Special Inspection is required,
4. preparation and distribution of written field reports (may be copies of the Inspection Log entries),
5. maintenance of records at the office, and
6. preparation of a final statement of observations.

It is the contractor’s responsibility to keep the Inspection Log in a readily accessible location for use by the Special Inspector and by the municipal Building Inspector and to provide us with a complete set of original Inspection Logs at the completion of the structural work.

“Special Inspection Services” will be billed at our standard hourly rates at the time the services are performed.

Our current standard hourly rates for engineering services are as follows:

PRINCIPAL ENGINEER -	\$ 185.00 PER HOUR
SENIOR ENGINEER/PROJECT MANAGER -	\$ 125.00 PER HOUR
PROJECT ENGINEER -	\$ 90.00 PER HOUR

ADDITIONAL SERVICES

All services not specifically indicated in the "Scope of Phase 2 Services," any significant additions to the project or to our scope of services, consultation and other services related to the attainment of sustainability goals and any changes to work already accomplished will be considered Additional Services. Additional Services will be performed either on an hourly basis or on a fixed fee basis if the scope of the work can be clearly defined. No Additional Services will be performed without your prior written authorization.

SERVICES BY OTHERS

It should be understood that it may be necessary for the owner to obtain the services of a materials testing laboratory and a geotechnical engineer to perform concrete testing, soils exploration, and analysis and to prepare written reports of their findings and recommendations. RJHA and DWA will coordinate with these consultants to provide suggested testing locations and provide projected structural requirements if required. Additionally, it will be necessary for the Owner to supply the A/E team with a complete site survey in Auto CADD format.

LIMITATIONS

Our review of the existing building construction will be only for the purposes stated in the "Description of Project" and in the "Phase 2 Scope of Services" listed above. In the absence of original building drawings we will do our best to confirm the existing building systems. However, while we will be performing observations of the existing building systems, our observations will be limited by time constraints, and what can be readily observed in the completed building where many of those systems are not readily visible.

PURSUANT TO SECTION 558.0035 OF FLORIDA STATUTES, AN INDIVIDUAL EMPLOYEE OF R.J. HEISENBOTTLE ARCHITECTS, P.A., DOUGLAS WOOD ASSOCIATES AND MEP ENGINEERING, INC. MAY NOT BE HELD LIABLE FOR NEGLIGENCE.

Hidden Conditions and Hazardous Materials

A structural condition is hidden if concealed by existing finishes or if it cannot be investigated by reasonable visual observation. If RJHA has reason to believe that such a condition may exist, we will notify you who shall obtain authorization for payment for all costs associated with the investigation of such a condition and, if necessary, all costs necessary to correct said condition. If the owner fails to obtain such authorization for investigation or correction after due notification, or RJHA has no reason to believe that such a condition exists, the owner will be responsible for all risks associated with this condition, and RJHA and its consulting engineers shall not be responsible for the existing condition nor any resulting damages to persons or property.

RJHA and its engineering consultants shall have no responsibility for the discovery, presence, handling, removal, disposal or exposure of persons to hazardous materials of any form.

TERMS AND CONDITIONS

Billings and Payments

We will invoice monthly. The amount of each invoice will be based on our estimated percent complete of the "Phase 2 Services" plus any appropriate charges for out-of-pocket project expenses. Payment of invoices will be due within 15 days of issuance. We reserve the right to withhold services and documents, pending receipt of appropriate payment. Any invoices, which remain unpaid after sixty days from the date of the invoice, will accrue interest at the rate of 1.0% per month.

In the event any portion of an account remains unpaid 90 days after billing, the costs of collection, including reasonable attorneys' fees will be billed, and due upon receipt of the invoice. Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to arbitration. Prior to arbitration, the parties shall endeavor to resolve disputes by mediation.

CONCLUSION

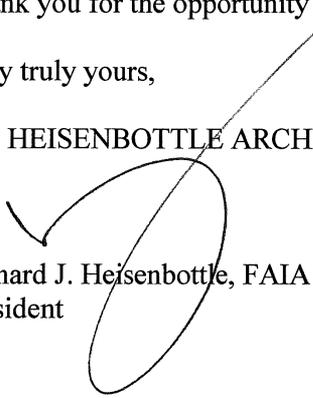
It will be a pleasure to continue to work with you on this project. We will put our considerable experience, expertise, and resources to work to help make this a successful project for the Village of Biscayne Park. Provided that this proposal meets with your approval I will prepare a Standard AIA Owner - Architect Agreement for your review and signature. This proposal will serve as a "Phase 2 Work Authorization" to that Prime Agreement and will be attached thereto and made a part thereof.

We look forward to starting work on your project immediately upon receipt of written authorization.

Thank you for the opportunity to be of service.

Very truly yours,

R.J. HEISENBOTTLE ARCHITECTS, PA


Richard J. Heisenbottle, FAIA
President

**Village of Biscayne Park
Phase 2 Fee Breakdown
Biscayne Park Historic Log Cabin Restoration**

**R.J. Heisenbottle Architects, P.A.
11/14/2014**

Basic Service Revised Fee Breakdown

<u>Design Development & Construction Documents Phase</u>	<u>2 months</u>			
Project Administration	8	\$ 185.00	\$	1,480.00
Meetings with Client	12	\$ 185.00	\$	2,220.00
Cover Sheet & Index to Drawings	8	\$ 135.00	\$	1,080.00
Demolition Site Plan	12	\$ 135.00	\$	1,620.00
Proposed Site Plan	12	\$ 135.00	\$	1,620.00
Life Safety First Floor Plan	12	\$ 135.00	\$	1,620.00
Selective Demolition & Proposed Floor Plan	16	\$ 135.00	\$	2,160.00
Selective Demolition & Proposed Roof Plan	12	\$ 135.00	\$	1,620.00
Selective Demolition & Proposed North & East Elevations	16	\$ 135.00	\$	2,160.00
Selective Demolition & Proposed South & West Elevations	16	\$ 135.00	\$	2,160.00
Selective Demolition & Proposed Building Sections	12	\$ 135.00	\$	1,620.00
Wall Sections & Details	36	\$ 135.00	\$	4,860.00
Roof Details & Enlarged Toilet Room Plans and Elevations	36	\$ 135.00	\$	4,860.00
Door/Window Schedule & Details	36	\$ 135.00	\$	4,860.00
Reflected Ceiling Plan & Misc. Details	8	\$ 135.00	\$	1,080.00
Specifications on Drawings	24	\$ 135.00	\$	3,240.00
Submission to State Historic Preservation Office	24	\$ 135.00	\$	3,240.00
HP Board Submittal & Meeting	24	\$ 135.00	\$	3,240.00
TOTAL ARCHITECTURAL CONSTRUCTION DOCUMENTS	324			\$ 38,260.00
Non Reimbursable Expense				\$ 140.00
Total Architectural Design Development & Construction Documents Phase Fee				\$ 38,400.00
Engineering Services				
Douglas Wood & Associates, Inc.		Structural Repairs, Enhancements and Addition	\$	6,600.00
MEP Engineering, Inc.		MEP & FP	\$	7,500.00
Maurice Gray Civil Engineering				NIC
Carrie Steinbaum Landscape Design				NIC
Sub Total Engineering Design Dev. & Construction Documents Fee			\$	14,100.00
TOTAL A/E CONSTRUCTION DOCUMENTS PHASE FEE			\$	52,500.00

Bid & Permit Phase	3 months				
Administration	4	\$	185.00	\$	740.00
Reviews with Building Dept.	6	\$	135.00	\$	810.00
Respond to Comments	8	\$	135.00	\$	1,080.00
Prepare & Issue Addenda	12	\$	135.00	\$	1,620.00
GC Pre Bid & Corrdination Meetings	12	\$	135.00	\$	1,620.00
Client Meetings	8	\$	200.00	\$	1,600.00
Sub Total Architectural				\$	7,470.00
Non Reimbursable Exp. @ 5%				\$	130.00
Total Architectural Bid Phase Fee	50			\$	7,600.00
Engineering Services					
Douglas Wood & Associates, Inc. - Structural				\$	400.00
MEP Engineering, Inc. - MEP				\$	500.00
Maurice Gray Civil Engineering					NIC
Carrie Steinbaum Landscape Design					NIC
Sub Total Engineering Services Fee				\$	900.00
Total Bid, Permit & Award Phase Fee				\$	8,500.00

Construction Phase Administration (6 month construction period max.)

R.J. Heisenbottle Architects, PA					
Administration	12	\$	185.00	\$	2,220.00
Bi-Monthly Field Observations (12 Architectural Site Visits Maximum)	48	\$	135.00	\$	6,480.00
Response to Contractor Questions (RFI's)	40	\$	135.00	\$	5,400.00
Punch List & Project Close Out - 2 Site Visits Maximum	16	\$	135.00	\$	2,160.00
Shop Drawing Review & Processing	40	\$	135.00	\$	5,400.00
Sub Total Architectural	156			\$	21,660.00
Non Reimbursable Exp. @ 5%				\$	340.00
Total Architectural Services CA Phase Fee				\$	22,000.00
Engineering Services					
Structural - Douglas Wood & Associates				\$	3,000.00
MEP Engineering, Inc. - MEP				\$	3,000.00
Maurice Gray Civil Engineering					NIC
Carrie Steinbaum Landscape Design					NIC
Sub Total Engineering Services Fee				\$	6,000.00
Total Construction Administration Phase Fee				\$	28,000.00
TOTAL A/E BASIC SERVICE FEE *				\$	89,000.00

Note:

* Basic Service Fee Excludes Reimbursable Expenses which we estimate will total \$1,500.00

** Renderings not anticipated at this time.

*** Fee does not include of sustainable design goals or LEED Certification.

**** Special Inspection Services will be provided on an hourly basis.

**ADDENDUM TO
PROFESSIONAL CONSULTANT
SERVICES AGREEMENT**

THIS ADDENDUM made and entered into this _____ day of _____, 2014 by and between:

VILLAGE OF BISCAYNE PARK, FLORIDA
a Florida municipal corporation
640 NE 114th Street
Biscayne Park, Florida 33161
(hereinafter referred to as "VILLAGE")

AND

R.J. HEISENBOTTLE ARCHITECTS, P.A.
a Florida corporation
2199 Ponce de Leon Boulevard, Suite 400
Coral Gables, Florida 33134
(hereinafter referred to as "CONSULTANT")

WHEREAS, the VILLAGE and the CONSULTANT entered into a Professional Consultant Services Agreement on February 4, 2014, attached hereto and incorporated herein as Exhibit "1", to engage the CONSULTANT to perform consulting services related to the restoration of the Historic Log Cabin (hereinafter the "Agreement"); and

WHEREAS, the VILLAGE is desirous of procuring additional consulting services from the CONSULTANT related to the restoration of the Historic Log Cabin and as referenced in RFQ 2013-01, and the CONSULTANT has agreed to provide those services;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties agree as follows:

Section 1. The foregoing recitals are true and correct and are hereby incorporated into this Agreement.

Section 2. Article 2 of the Agreement, entitled "Services and Responsibilities", Paragraph 2.1, shall be amended to include Phase 2 of the services to be performed by the CONSULTANT as referenced in RFQ 2013-01, which shall read as follows:

ARTICLE 2
SERVICES AND RESPONSIBILITIES

2.1 CONSULTANT hereby agrees to perform the following professional consultant services for the VILLAGE:

Phase 2 Scope of Basic Services

1. County Historic Preservation Board and State of Florida Approvals. Work shall include preparation of Certificate of Appropriateness Application forms and submission of historic research and proposed restoration drawings, including architectural floor plan, section, and elevations. Work shall also include meeting with county staff and presentation of the proposed plans to the Miami Dade County Historic Preservation Board for approval. A similar submission of final architectural construction documents shall be made to the State of Florida Historic Preservation Office for its review and approval under the terms of the state grant.

2. Preparation of Construction Documents. With the assistance of its structural and MEP engineering consultants (Douglas Wood & Associates, Inc. and MEP Engineering, Inc.), CONSULTANT shall prepare architectural and engineering construction documents for the restoration, repairs and possible enhancements of the existing log cabin building which were outlined in the previously completed Building Evaluation and Recommendations Report. Thoroughness of documentation will be contingent on the extent to which architectural and engineering elements are observable.

3. Bidding/Permitting. Upon completion of the construction documents phase, CONSULTANT shall assist the VILLAGE in bidding the project in accordance with VILLAGE policy and state law, as applicable. CONSULTANT shall also conduct a pre-bid conference and assist VILLAGE staff in receiving and evaluating the bids received and make recommendations for the award. Simultaneously, CONSULTANT shall submit signed and sealed plans to the VILLAGE Building Official for review and approval.

4. Construction Administration. Upon completion of the bidding/permitting phase and upon contract award and notice to proceed from the VILLAGE, CONSULTANT shall conduct a pre-construction conference with the general contractor to review policies and procedures for moving forward with the work. Thereafter, CONSULTANT shall conduct field observations every two weeks to ascertain the quality and progress of the work. CONSULTANT shall also review and approve all contractor requisitions for payment. CONSULTANT shall review and process appropriate shop-drawings and other contractor submittals and respond to reasonable requests for information from the contractor. Upon completion of the project, CONSULTANT shall issue a certificate of substantial completion and prepare a final punch list of miscellaneous work to be completed or corrected.

All other provisions of Article 2 of the Agreement shall remain in effect.

Section 3. Article 4 of the Agreement, entitled “Compensation and Method of Payment”, Paragraph 4.1, shall be amended to read as follows:

ARTICLE 4 **COMPENSATION AND METHOD OF PAYMENT**

4.1 VILLAGE agrees to compensate CONSULTANT for the services performed by CONSULTANT, a lump sum fee of Forty Thousand Dollars (\$89,000.00), as more particularly set

forth in Exhibit "1", attached hereto and incorporated herein.

All other provisions of Article 4 of the Agreement shall remain in effect.

Section 4. In all other respects, the terms and conditions of the Agreement not specifically amended herein remain in full force and effect. In the event of any conflict, this Addendum will supersede all other terms. In the event of ambiguity, the most conservative interpretation consistent with the public interest is intended.

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

VILLAGE

ATTEST:

BY: _____
MARIA CAMARA
VILLAGE CLERK

BY: _____
DAVID COVIELLO
MAYOR

APPROVED AS TO FORM.

JOHN J. HEARN
VILLAGE ATTORNEY

CONSULTANT

ATTEST:

R.J. HEISENBOTTLE ARCHITECTS, P.A.

BY: _____

BY: _____

(Print Name)

(Print Name)

STATE OF FLORIDA)
)S.S.
COUNTY OF BROWARD)

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

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this _____ day of _____, 2008.

My Commission Expires:

NOTARY PUBLIC



Village of Biscayne Park Commission Agenda Report

Village Commission Meeting Date: December 2, 2014

Subject: Resolution 2014-92
Authorization to represent the Village at all Miami-Dade County meetings as it relates to the Village's boundary expansion application.

Prepared By: Heidi Shafran, AICP, Village Manager

Sponsored By: Staff

BACKGROUND

Following the approval of Resolution 2014-09 whereby the Village Commission approved expansion of our boundaries and the submission of our application to Miami-Dade County, the process for annexation began.

A critical part of the process is the attendance at all meetings relating to our application in order for the Village to be represented.

Resolution 2014-92 provides the authorization for the Village Manager to represent the Village and to speak on behalf of the Village at all Miami-Dade County meetings relating to our boundary expansion application.

FISCAL / BUDGET IMPACT

None

STAFF RECOMMENDATION

Staff recommends approval Resolution 2014-92.

ATTACHMENTS

- Resolution 2014-92

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PASSED AND ADOPTED this ____ day of _____, 2014

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

David Coviello, Mayor

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

Attest:

Maria Camara, Village Clerk

Approved as to form:

John J. Hearn, Village Attorney



Village of Biscayne Park

Commission Agenda Report

Village Commission Meeting Date: December 2, 2014

Subject: Public Hearing - Variance Request

Prepared By: Maria C. Camara, Village Clerk

Sponsored By: Staff

Background

Property owners Mariana Ferro & Amalivi Alonso have submitted a request for a variance of the zoning code of the Village of Biscayne Park. The section of the code to be appealed is as follows:

11.1.2(c) - Accessory structures should not be located in a required setback. Table A, Zone B - Minimum setback - street property line is 30'. The variance being requested is to allow an accessory structure (pool) to be located 20' into side front setback.

The property owners filled out the Variance Application and paid the fee for the variance, advertising and notices. Along with the application, they have provided their letter of intent addressing the four required criterias, a recent survey, plans, sketches, and color photos.

On November 4, 2014, the variance request was heard before the Planning & Zoning Board. Property owners in the immediate area were notified of the meeting by mail. The Board approved the request, 5/0.

Next the variance request was placed on the agenda for the December 2nd Commission meeting. Property owners within a 500' radius of the property were

December 2, 2014

Commission Agenda Report

Public Hearing - Variance Request

noticed (60 properties). A notice was also published twice in the newspaper during the month of November.

Attachments

- Variance Application
- Permit Application
- Letter of Intent
- Five (5) photos
- Survey
- Paver selection
- Artistic conception of the pool (2)
- Architect drawings (3 pages)



VILLAGE OF BISCAYNE PARK

640 NE 114th St. Biscayne Park, FL 33161
Tel: 305 899 8000 Fax: 305 891 7241

VARIANCE APPLICATION

Pursuant to Section 15.3 of the Code of Ordinances of the Village of Biscayne Park, Florida, a property owner may request a variance of the zoning code.

Date: Oct 30. 2014

PROPERTY ADDRESS: 825 NE 113 ST BISCAYNE PARK, FL 33161

PROPERTY OWNER

Name: Mariana Ferro + Amalivi Alonso

Mailing Address: 825 NE 113 ST City: Biscayne Park ST: FL Zip: 33161

Telephone: (305) 975 - 6933 Home Cell Work

E-Mail Address: Jupiter247@me.com / mferro@univision.net

Application is made for (type of variance requested): POOL variance.

OWNER AFFIDAVIT

I, Amy Alonso, being first duly sworn, depose and say that I am the legal owner of record of the property described and which is the subject of the proposed variance, and that all statements and representations made are true and correct.

I acknowledge that I am subject to penalties of law, including the laws on perjury, and to possible revocation of this variance for any false or misleading statements in this application.

State of Florida
County of Dade

[Signature]
Signature of Property Owner

On this 31th day of October, 2014 before me, the undersigned notary public, personally appeared [Signature], known to me to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same for the purposes therein contained.

Personally Known -OR-
 Produced ID - Type of ID: _____

[Signature]
Notary Public
#FP 022108
September 27, 2017
PUBLIC STATE OF FLORIDA

PLANNING & ZONING BOARD REVIEW

APPROVAL: [Signature] [Signature] [Signature] [Signature] [Signature] Date of Meeting: 11 / 4 / 14

DENIED:

REASON FOR DECISION: _____

Date: ___ 10/30/2014

PROPERTY ADDRESS:

825 NE 113th Street

BISCAYNE PARK, FL 33161

PLANNING & ZONING BOARD REVIEW

Section(s) of the Code to be appealed for the variance request:

11.1.2 (c) Accessory structures should not be located in a required setback. Table A - Zone B - Minimum setback - street property line 30 feet.

Variance request: Allow accessory structure (pool) to be located 20' into side front setback.

Date of Meeting: ___/___/_____

APPROVAL: _____ _____ _____ _____ _____

DENIED: _____ _____ _____ _____ _____

REASON FOR DECISION: _____



VILLAGE OF BISCAYNE PARK

640 NE 114th St. Biscayne Park, FL 33161

Tel: 305 899 8000 Fax: 305 891 7241

VARIANCE APPLICATION CHECKLIST

The following is a checklist of applicant requirements for submitting a variance request to the Planning & Zoning Board / Village Commission. Retain the completed copy for your records.

- LETTER OF INTENT:** Fully describing what the applicant is requesting, justification for the request, and steps taken to mitigate any negative impacts to neighbors or the surrounding properties. Must address the following four criterias:
 1. Special circumstances or conditions.
 2. Preservation and enjoyment of substantial property right.
 3. Not detrimental to public welfare or injurious to other property.
 4. Minimum variance for reasonable use.
- APPLICATION:** Must be fully completed, signed and notarized by the property owner
- SURVEY:** A recent survey of the property showing the location of the improvements that the applicant is requesting.
- PLANS, SKETCHES, COLOR PHOTOS:** A graphical representation of the requested improvement, clear enough that height, color, size, and construction materials can be determined.
- COMPLETE SET** of the above, reduced to 8 1/2" x 11" where needed, suitable for reproduction.
- FILING FEES:**
 - \$150 with a permit application, OR \$250 without a permit application
 - \$100 for advertising*
 - \$15 for notice requirements*

Fees are paid by cash or check made payable to the Village of Biscayne Park.

**In the event the actual cost of the advertisement, or the total cost for mailing the notices (printing, copy, postage) is MORE than the amount paid, the property owner will be charged for the difference; or if LESS, the property owner will be reimbursed for the difference.*

The Variance Application will go before the Planning & Zoning Board, and then the Village Commission. After receipt of the COMPLETE Application packet, it will be scheduled for the next meeting in accordance with all advertising and notice requirements. All fees must be paid before the hearing date. Residents within 500 feet of the property and the public in general must be noticed prior to the meeting.

PERMIT APPLICATION



640 NE 114th Street
Biscayne Park, FL 33161
building@biscayneparkfl.gov

DATE:

PERMIT #:

JOB ADDRESS:

825 NE 113 ST

PROPERTY OWNER INFORMATION

Name: Mariana Ferro + A. Alonso
Address: 825 NE 113 ST
City: Biscayne Park ST FL Zip: 33161
Telephone: 305 975 6933
E-Mail: _____

CONTRACTOR INFORMATION

Name: Essig Pools, Inc
Address: 1800 NE 151 ST
City: North Miami ST FL Zip: 33162
Telephone: 305 949 0000
License No.: CPC052505

PERMIT TYPE (Check ONLY one)

- BUILDING
- ELECTRICAL
- MECHANICAL
- PLUMBING/GAS
- PAVING/DRAINAGE
- ROOFING
- CHANGE CONTRACTOR
- EXTENSION
- RENEWAL
- SHOP DRAWING
- PAINTING (exterior only)
- FENCE

TYPE OF WORK (Check ONLY one)

- NEW CONSTRUCTION
- ADDITION DETACHED
- ALTERATION EXTERIOR
- REPAIR / REPLACE
- ALTERATION INTERIOR
- ADDITION ATTACHED

ESTIMATED JOB COST

\$30,000

SQUARE FOOTAGE

ARCHITECT / ENGINEER INFORMATION

Name: Fernando Morales
Address: 5201 SW 162 PL
City: Miami ST FL Zip: 33185
Telephone: 786 380 9139
License No.: 51441

PROPERTY INFORMATION

FOLIO NO: 17-2231-003-2170
 SINGLE FAMILY DUPLEX
 OTHER: _____

DESCRIPTION OF WORK

New swimming and paver deck with ~~pool~~

APPLICATION IS HEREBY submitted to obtain a PERMIT to do work and installations as indicated. I certify that no work has commenced prior to the issuance of a permit and that all work will be performed to meet the standards of all laws regulating construction in the Village of Biscayne Park. If work has commenced without such permit, a double fee will be applied to the permit cost. I understand that separate permits must be secured for each permit type. **OWNER'S AFFIDAVIT:** I certify that all the foregoing information is accurate, and that all work will be done in compliance with all applicable laws regulating construction and zoning. Furthermore, I authorize the above-named contractor to do the work stated. **AGENT'S AFFIDAVIT:** If an agent is representing the owner, a separate affidavit must be completed and attached herewith authorizing this substitution. A tenant can submit on behalf of the owner with a notarized letter of acknowledgement. **WARNING TO OWNER:** Your failure to record a Notice of Commencement may result in paying twice for improvements to your property. If you intend to obtain financing, you must consult with your lender or an attorney BEFORE recording your Notice of Commencement.

[Signature] _____ Date: 10/3/14
Signature of Owner or Agent
Print Name (Owner or Agent) Amaris Alonso
STATE OF FLORIDA, COUNTY OF Dade
Sworn to and subscribed before me this 10 day of October, 2014
NOTARY FOR OWNER OR AGENT
 Personally Known OR Provided ID

[Signature] _____ Date: 10/3/14
Signature of Qualifier
Print Name (Qualifier) Daniel Essig
STATE OF FLORIDA, COUNTY OF Dade
Sworn to and subscribed before me this 10 day of October, 2014
NOTARY FOR QUALIFIER
 Personally Known OR Provided ID

PLANNING & ZONING BOARD
Date: _____
 Approved
 Not Approved
By: [Signature]
BASE FEE: \$ _____
INSP FEE: \$ _____

Discipline	AP	DAP
Electrical		
Mechanical		
Plumbing		
Roofing		
Bldg Official		

10/11/14 305 949 0000 EX 1 615

Letter of Intent

RE: Application for Variance by Mariana Ferro & Amalivis Alonso 825 NE 113 ST - Biscayne, FI 33161 for Swimming pool - conner lot

October 30,2014

Village of Biscayne Park
640 NE 114 St
Biscayne Park, FI 33161

This proposal letter is to request and substantiate the grant of a Variance for a swimming pool at residence at 825 NE 113 ST - Biscayne, FI 33161.

Special circumstances of condition:

Our property subject of this variance request is 825 NE 113 ST - Biscayne, FI 33161. Like many conner properties in Biscayne Park, FI We do not have a backyard , we have side yard that we use as our outdoor areas. We like many floridians would like to add a pool to our home and hope that this variance can be grated like other homes in Biscayne Park, FI that have conner lots and have been able to add a pool.

Preservation and enjoyment of substantial proper right:

Hardship, Since our property does not have a back yard, we do not have a back yard to enjoy and the space to add a swimming pool, We would like to request variance to built our swimming pool on the side yard so that we can enjoy our side yard.

Not detrimental to public welfare or injurious to other property:

The granting of such Variance will not be materially detrimental to the public welfare the proposed Variance does no harm to either public or private interests, and is not injurious to any property or interest. In fact, granting the proposed Variance will serve only to create a more pleasing visual harmony, by virtue of the careful architectural design.

The proposed swimming pool that this Variance is being requested for does not encroach or infringe on any neighboring residential properties, nor would it impose any hardship on any neighbors, nor would it serve to create a situation where any neighbor's quality of life, property value, or peaceful co-existence would be negatively affected. Parking and loading will all take place within our property. Once pool is completed there will be more landscape added for privacy and achieve a lower noise level while we enjoy our pool.

Minimum variance for reasonable use:

The granting of the Variance will not constitute a grant of special privileges. As stated, there many houses on Biscayne Park, FI with conner lots that have swimming pools on the side yard. The granting of such Variance will be in harmony with the general purpose to enjoy our property and our swimming pool. The proposed swimming pool are designed, laid out, and shall be constructed in a manner that achieves harmony with the neighborhood, fosters peaceful relations with neighbors, and blends in visually in a low-key, unobtrusive manner with the surroundings. As such, it is clearly in harmony with the overall intents and purposes.

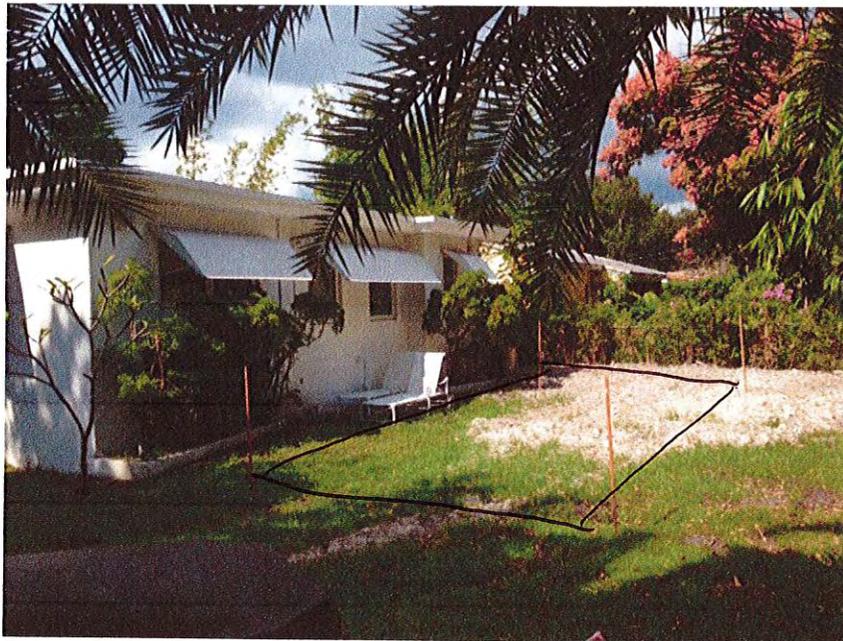
Photographs and diagrams in support of the requested Variance are attached hereto.

Sincerely,


Amalivis Alonso & Mariana Ferro 825 NE 113 ST Biscayne Park. FI 33161

825 NE 113 St.

Side yard



←
Pool
Location.

825 NE 113 St

side yard.



825 NE 113 St



← Back yard
No space for pool
or to enjoy
the outdoors.

side yard



Side yard.



MAP OF SURVEY

NOT TO SCALE

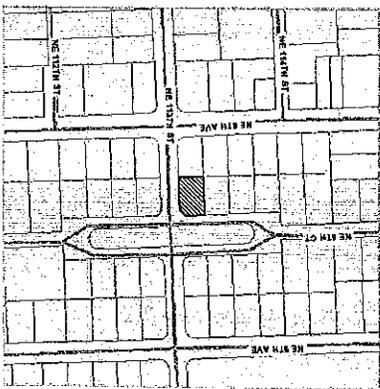
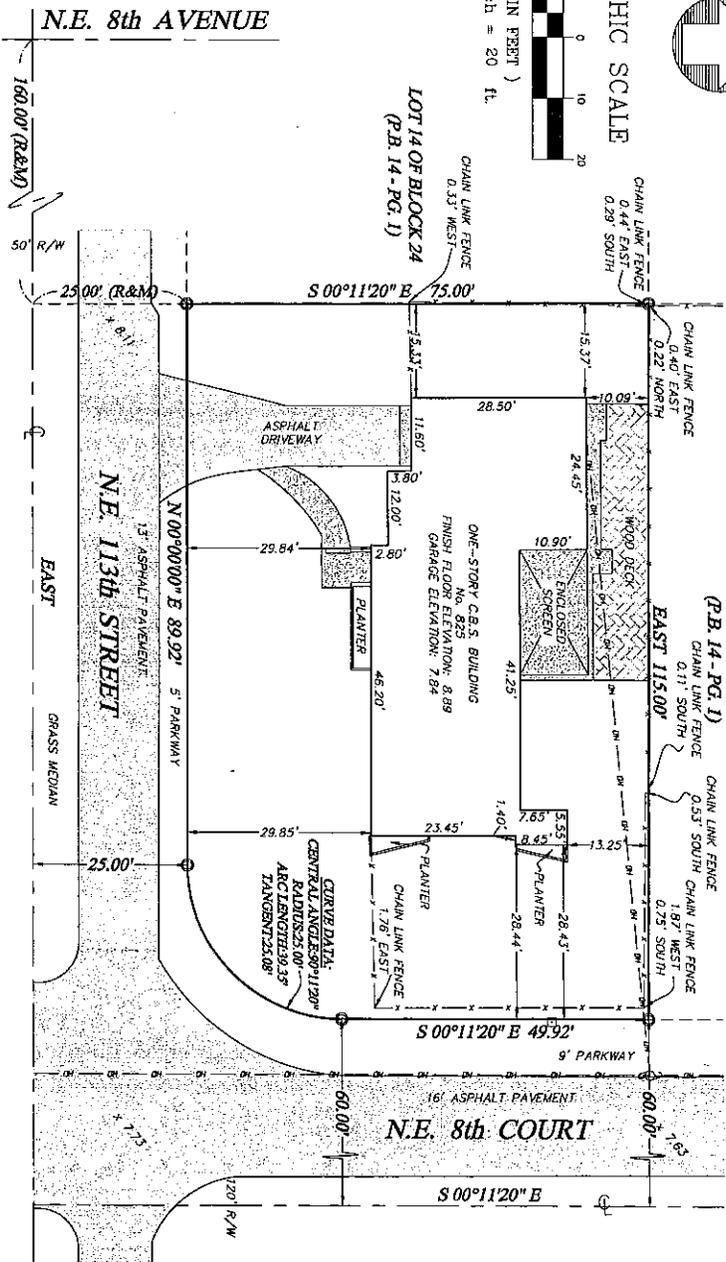
LOCATION MAP



GRAPHIC SCALE



(IN FEET)
1 inch = 20 ft.



LEGAL DESCRIPTION:
LOT 46 OF BLOCK 24 OF "GRIFFING BISCAIYNE PARK ESTATES" ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 14 AT PAGE 1 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

SURVEYOR'S NOTES:

OWNERSHIP IS SUBJECT TO OPINION OF TITLE.

LEGAL DESCRIPTION PROVIDED BY CLIENT.

OWNERSHIP OF FENCES WAS NOT DETERMINED.

EXAMINATION OF THE ABSTRACT OF TITLE WILL HAVE TO BE MADE TO DETERMINE RECORDED INSTRUMENTS, IF ANY, AFFECTING THIS PROPERTY.

THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT SHOWN ON THIS SURVEY THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY. BEARINGS AND NORTH ARROW DIRECTION SHOWN HEREON ARE BASED ON AN ASSUMED MERIDIAN OF EAST, ALONG THE CENTERLINE OF N.E. 113th STREET.

ELEVATIONS SHOWN HEREON ARE BASED ON THE NATIONAL GEODETIC VERTICAL DATUM OF 1929, AND A BENCH MARK SUPPLIED BY THE PUBLIC WORKS DEPARTMENT OF MIAMI-DADE COUNTY, FLORIDA.

BENCH MARK: B-52

ELEVATION: 4.11

FLOOD ZONE: AE COMMUNITY: 120635 PANEL: 093

DATE OF FRM: JULY 17, 1995 SURFEX: J ELEVATION: 7.0

THIS BOUNDARY SURVEY WAS PREPARED IN ACCORDANCE WITH THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF LAND SURVEYORS AND MAPPERS PURSUANT TO SECTION 472.027 FLORIDA STATUTES AND TO CHAPTER 61G17-6 OF THE FLORIDA ADMINISTRATION CODE.

FIELD DATE OF SURVEY: 09-24-07

P/3/S/M, L.L.C. **LB No. 7395**

PROFESSIONAL SURVEYORS AND MAPPERS

3900 N.W. 79th AVENUE, SUITE # 235 DORAL, FL 33166 PHONE: (305) 453-0912 FAX: (305) 453-0913

BOUNDARY SURVEY

DATE	DRAWN BY	SCALE	JOB NO.
09-26-07	DAVA	1"=20'	0709-00025-001

ALL BEARINGS AND DISTANCES SHOWN HEREON ARE RECORD AND MEASURE UNLESS OTHERWISE NOTED.

ABBREVIATIONS AND LEGEND:

- A/C = DENOTES AIR CONDITIONING UNIT
- C.B.S. = DENOTES CONCRETE BLOCK STUCCO
- (M) = DENOTES MEASURE
- (R) = DENOTES RECORD
- R/W = DENOTES RIGHT-OF-WAY
- ⊕ = DENOTES CENTERLINE
- P.B. = DENOTES PLAT BOOK
- PG. = DENOTES PAGE
- ⊖ = DENOTES WATER METER
- ⊕ = DENOTES WOOD POWER POLE
- ⊖ = DENOTES CHAIN LINK FENCE
- ⊕ = DENOTES OVERHEAD WIRE
- ⊖ = DENOTES EXISTING ELEVATION
- ⊕ = DENOTES FOUND IRON PIPE (NO ID.)
- ⊖ = DENOTES NAIL

PROPERTY ADDRESS:

FDJO No. 17-2231-003-2170
825 N.E. 113th STREET
MIAMI, FLORIDA 33161

CERTIFIED TO:

- MARIANA B. FERRO & AMALIAS ALONSO
- HSBC MORTGAGE CORPORATION (USA), ISA04/ATMA
- ATTORNEYS' TITLE INSURANCE FUND, INC.
- MIAMI LAW TITLE & TRUST

CERTIFICATION:

I HEREBY CERTIFY THAT THIS BOUNDARY SURVEY WAS PREPARED UNDER MY DIRECT SUPERVISION AND THAT IT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

Edwardo M. Suarez, P.S.M.
EDUARDO M. SUAREZ, P.S.M.
PROFESSIONAL SURVEYOR AND MAPPER
No. 6313, STATE OF FLORIDA

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.

ARTISTIC PAVER'S STEPLOCK COLLECTION

SHOWN
STONELOCK
COLOR SEDONA

SPECIALIZING IN UNUSUAL SAND-SET PAVERS FOR A DISTINGUISHED LOOK



PAVERS: 12"x12", 16x16" & 24"x24" (8"x8" & 8"x12" COMING SOON)

COPING: 4"x8", 4x12", 4"x16", 12"x12", 12"x24", 16"x16" & 24"x24"

BULLNOSE IN ONE, TWO THREE OR FOUR SIDES.

SPECIALTY PIECES AVAILABLE IN ALL STYLES.

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FOR PEDESTRIAN APPLICATIONS

www.artisticpavers.com



Artistic Paver Mfg.®

Phone: (305) 653 7283



Pool Studios

ARTISTIC CONCEPTION

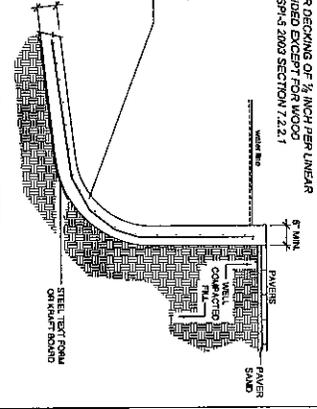


ES-	
ES4	
ES3	
ES2	
ES1	
ES0	
ES-	

A MINIMUM SLOPE FOR DECKING OF 1/8" INCH PER LINEAR FOOT SHALL BE PROVIDED EXCEPT FOR WOOD DECKING, PER ANSIS/SP-3-2003 SECTION 7.1.2.1

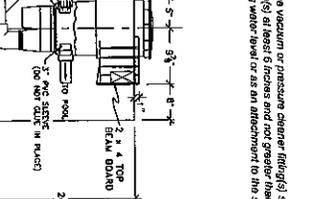
PRELIMINARILY PLACED CONC.
WALL THICKNESS 8"
FLOOR THICKNESS 8"
SOIL BEARING CAPACITY 2000 PSF

CHART FOR POOL DECK SLAB WITH HYDROSTATIC DRIFT

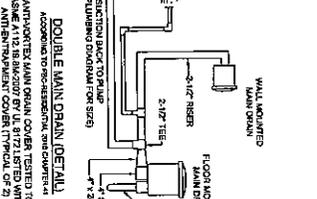


FINISH FLOOR ELEVATION: 8.69
DECK ELEVATION: 8.39
ELECTRICAL MAIN DRAIN: 3.39
FLOOR FINISH: 7.00
FLOOR FINISH: 7.00
HYDROSTATIC DRIFT: 1.50

PER ANSIS/SP-3-2003 7.1.2.1
ALL REINFORCING AT THE CENTER LINE SHALL HAVE A MAX. UNIFORM SPACING OF 12" OR LESS, BUT SHALL NOT EXCEED 12" UNIFORM SPACING IN HEIGHT, BUT SHALL NOT EXCEED 12"



WHERE PROVIDED, THE VACUUM OR PRESSURE CHANGER (FILTER) SHALL BE LOCATED IN AN ACCESSIBLE POSITION AT LEAST 6 FEET AND NOT GREATER THAN 12 FEET BELOW THE MINIMUM OPERATING WATER LEVEL OR AS AN ATTACHMENT TO THE SKIMMER(S).

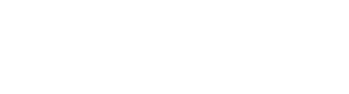
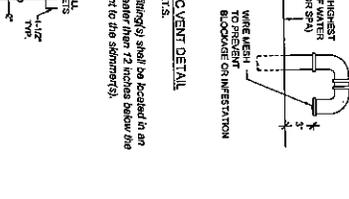
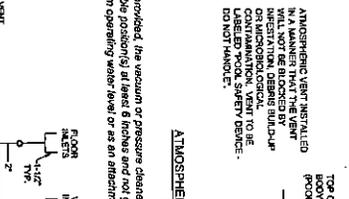
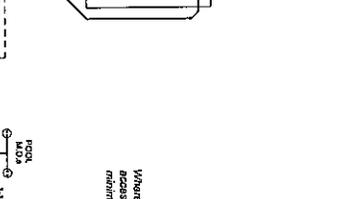
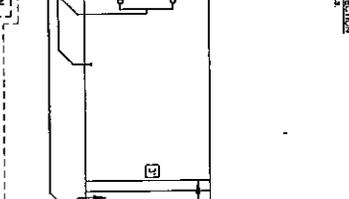
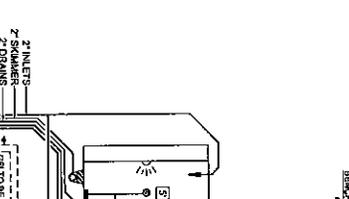
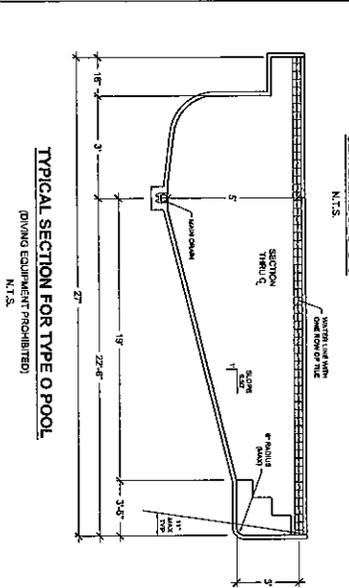
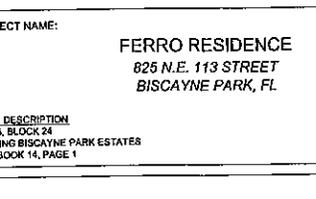
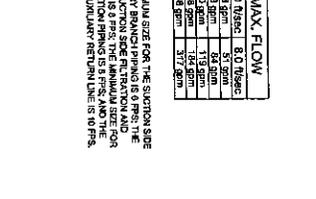
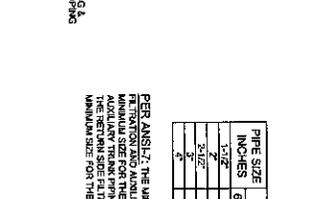
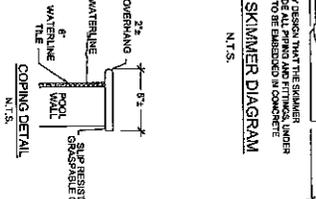
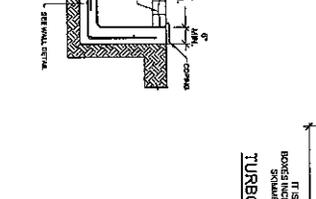
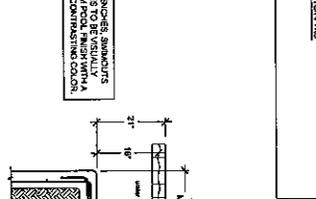
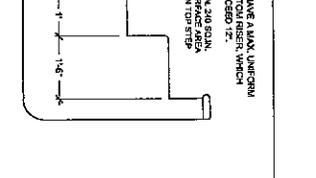
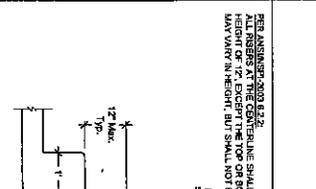


PER ANSIS/SP-3-2003 7.1.2.1
THE MINIMUM SIZE FOR THE SECTION SIZE IS 1/2" INCH. THE MAXIMUM SIZE FOR THE SECTION SIZE IS 2" INCH. THE MINIMUM SIZE FOR THE SECTION SIZE IS 1/2" INCH. THE MAXIMUM SIZE FOR THE SECTION SIZE IS 2" INCH.

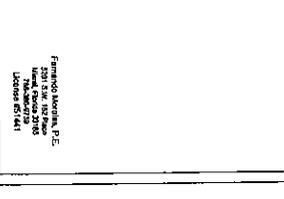
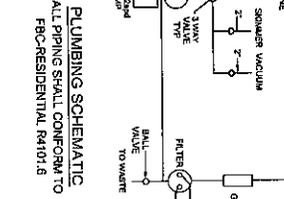
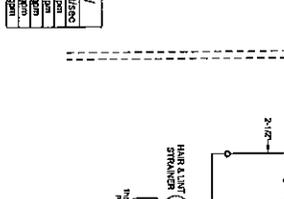
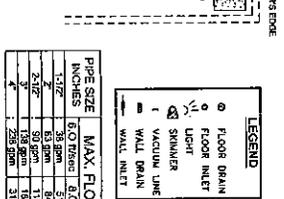
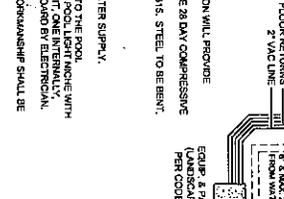
PIPE SIZE INCHES	MAX. FLOW G.P.M.
1/2"	8.0 GPM
3/4"	11.0 GPM
1"	15.0 GPM
1 1/4"	22.0 GPM
1 1/2"	28.0 GPM
2"	45.0 GPM



WHEN PROVIDED, THE VACUUM OR PRESSURE CHANGER (FILTER) SHALL BE LOCATED IN AN ACCESSIBLE POSITION AT LEAST 6 FEET AND NOT GREATER THAN 12 FEET BELOW THE MINIMUM OPERATING WATER LEVEL OR AS AN ATTACHMENT TO THE SKIMMER(S).



- CONSTRUCTION NOTES:
- ALL CONSTRUCTION AND WORKMANSHIP SHALL BE IN CONFORMANCE WITH FRC-RESIDENTIAL 2010 CHAPTER 41.
 - ALL CONSTRUCTION AND WORKMANSHIP SHALL BE IN CONFORMANCE WITH FRC-RESIDENTIAL 2010 CHAPTER 41.
 - SWIMMING POOL TO HAVE PRELIMINARILY PLACED CONCRETE FLOOR, WALL, AND BOND BEAM. CONSTRUCTION SHALL PROVIDE STRENGTH OF 2800 P.S.I. TO BE SUFFICIENT TO SUPPORT WEIGHT OF NEW BUILT STEEL, COMPENSATING TO ASTM A615, STEEL, TO BE BENT.
 - IN AREA OF SKIMMER, 2x8 BARS IN BOND BEAM MAY BE PLACED EITHER BELOW OR BEHIND SKIMMER.
 - ALL FINISH SHALL BE PER APPROVED AND SHALL BE IN CONFORMANCE WITH THE SECTION LINE.
 - FINISH SHALL BE PER APPROVED AND SHALL BE IN CONFORMANCE WITH THE SECTION LINE.
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 - FINISH SHALL BE PER APPROVED AND SHALL BE IN CONFORMANCE WITH THE SECTION LINE.



CONTRACTOR: ESSIG POOLS INC. 1800 N.E. 151 STREET NORTH MIAMI, FL 33162 305-949-0000

PROJECT NAME: FERRO RESIDENCE 825 N.E. 113 STREET BISCAYNE PARK, FL

LEGAL DESCRIPTION: LOT 46, BLOCK 24 GRIPPING BISCAYNE PARK ESTATES PLAT BOOK 14, PAGE 1

SHEET 2 OF 3 POOL PLANS

10/1/14

JOB # 59008

FRANKLIN MORGAN, P.E. Licensed Professional Engineer License No. 12141



SCALE:
1/4" = 1'

SHEET 1 OF 3
POOL PLANS

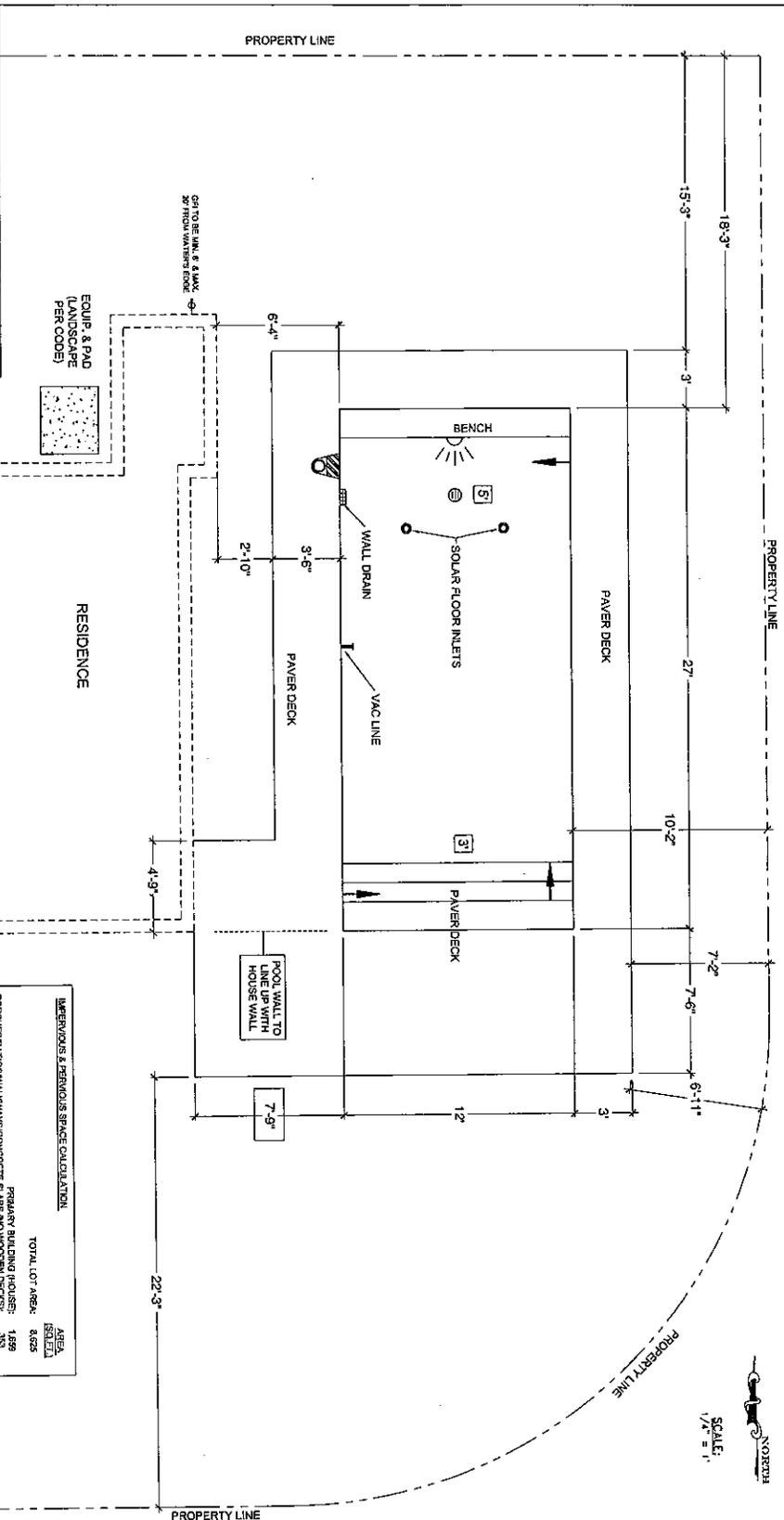
DATE: 10/1/14

JOB # 59008

PROJECT NAME:
FERRO RESIDENCE
826 N.E. 113 STREET
BISCAYNE PARK, FL

LEGAL DESCRIPTION:
LOT 46, BLOCK 24
GRIFING BISCAYNE PARK ESTATES
PLAT BOOK 14, PAGE 1

CONTRACTOR:
ESSIG POOLS INC.
1800 N.E. 151 STREET
NORTH MIAMI, FL 33162
305-949-0000



SPECIFICATIONS

POOL SIZE:	8'7" x 27'	POOL DEPTH:	3' x 5'
PERIMETER:	78'	VOLUME (GALLONS):	3720
TURBOCHLOR W/TS:	Z47000	SURFACE AREA SQ. FT.:	354

POOL EQUIPMENT

POOL PUMP #1 TYPE:	INGRASSIA 2.5HP	FLOOR MILETS:	2
POOL PUMP #2 TYPE:	1HP	LED POOL LIGHT:	1
POOL FILTER #1 TYPE:	180 SAFET.	SALT GENERATOR:	YES
TURBO SWIMMER:	1	SECTION LINE W/ALC LOC:	YES
WALL MILETS:	3		

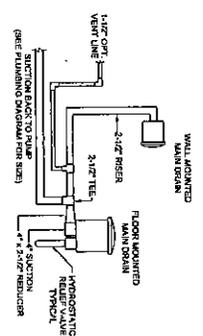
FINISH ITEMS

CHINING:	BN	DECK TYPE:	FAVOR
TILE:	6"	DECK STYLE:	CONCRETE
INTERIOR FINISH:	DIAPERZIO	BECK SQ. FT.:	3812
		BENCH:	YES

SPECIAL NOTES

FINISH POOL: NO
ELECTRIC: BY OTHERS
EXTRA FEATURES:
POOL ENCLOSURE: NONE
AUTOMATIC CONTROLS: P4

RESIDENCE

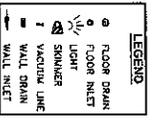


DOUBLE MAIN DRAIN (DETAIL)

ANTICREEP: MAIN DRAIN COVER TESTED TO ASME #112.1584-2007 BY UL LISTED WITH ANTI-CREEP COVER (TYPICAL OF #2)

IMPERVIOUS & PERVIOUS SPACE CALCULATION

PERVIOUS BUILDING HOUSE:	1488	AREA (SQ. FT.):	8,625
PERVIOUS PORCELANA/STONE/SLABS AND WOODEN DECKS:	352		
PERVIOUS DRIVEWAYS (PROBLEMAKERS):	670		
PERVIOUS OTHER (PAVED DECK, ARBORS, POOL):	324		
TOTAL IMPERVIOUS AREA:	2,834	PERVIOUS %:	33%
TOTAL PERVIOUS AREA:	2,387	PERVIOUS %:	28%
TOTAL IMPERVIOUS AREA:	2,834	PERVIOUS %:	33%
TOTAL PERVIOUS AREA:	2,387	PERVIOUS %:	28%





Village of Biscayne Park Commission Agenda Report

Village Commission Meeting Date: December 2, 2014

Subject: Resolution 2014-88, 2014-89, 2014-93 and 2014-94: Establishing the non-ad valorem assessment for roadway and stormwater improvements per Florida State Statutes 197.3632 (3)(a).

Prepared By: Heidi Shafran, AICP, Village Manager

Sponsored By: Staff

BACKGROUND

At its September 9, 2014 meeting, the Village Commission authorized Staff to follow the procedures set forth in Florida State Statutes 197.3632 regarding the method for the levy, collection and enforcement of non-ad valorem assessments for roadway and stormwater improvements. Consistent with Florida State Statutes, the Village's intent to create to use the uniform method for the collection of the assessment was listed in the South Florida Business Journal for four (4) consecutive weeks beginning November 5th.

The creation of a Roadway Improvements and Stormwater Improvements Assessment will cover the cost of the master plan and the costs of the repairs, improvements and maintenance. The Assessment will be used to complete a road and stormwater drainage improvements Master Plan to identify all areas within the Village in need of repair and improvement.

Resolution No. 2014-88 and 2014-89 and the associated public hearing establishes the non-ad valorem assessment for roadway and stormwater improvements per Florida State Statutes 197.3632 (3)(a); and Resolution No. 2014-93 and 2014-94 authorizes the execution of the intergovernmental cooperation agreement with the Miami-Dade County Office of the Property Appraiser.

The actual cost of the assessment will be set in the spring of 2015 and the amount of the assessment will be based on solicited proposals for the completion of the Master Plan which will be used to set the project costs.

FISCAL / BUDGET IMPACT

The creation of the Roads and Stormwater Drainage Assessment will assist the Village in providing funds for short term and long term infrastructure improvements.

December 2, 2014

Commission Agenda Report

Resolution 2014-88, 2014-89, 2014-93, 2014-94

STAFF RECOMMENDATION

Staff recommends approval of Resolutions 2014-88, 2014-89, 2014-93 and 2014-94.

ATTACHMENTS

- Resolution 2014-88
- Resolution 2014-89
- Resolution 2014-93
- Resolution 2014-94

1
2
3 **RESOLUTION NO. 2014-88**
4

5 **A RESOLUTION OF THE MAYOR AND VILLAGE COMMISSION OF**
6 **THE VILLAGE OF BISCAYNE PARK, FLORIDA, SETTING FORTH**
7 **THE VILLAGE’S INTENT TO USE THE UNIFORM METHOD FOR**
8 **THE LEVY AND COLLECTION OF A NON-AD VALOREM SPECIAL**
9 **ASSESSMENT TO BE LEVIED UPON RESIDENTIAL REAL**
10 **PROPERTIES LYING WITHIN THE MUNICIPAL BOUNDARIES OF**
11 **THE VILLAGE, AS MORE PARTICULARLY DESCRIBED IN**
12 **EXHIBIT “B”, ATTACHED HERETO, TO FUND THE PROVISION OF**
13 **ROAD REPAIR/IMPROVEMENTS WITHIN THE VILLAGE; STATING**
14 **A NEED FOR SUCH LEVY; PROVIDING THAT A COPY OF THIS**
15 **RESOLUTION SHALL BE FORWARDED TO THE PROPERTY**
16 **APPRAISER, TAX COLLECTOR AND THE FLORIDA DEPARTMENT**
17 **OF REVENUE; PROVIDING FOR CONFLICTS; PROVIDING FOR**
18 **SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE**
19

20 **WHEREAS**, the Village Commission of the Village of Biscayne Park, Florida intends
21 to impose a special assessment to fund the provision of road repair/improvements within the
22 Village commencing with the fiscal year beginning on October 1, 2015; and

23 **WHEREAS**, in accordance with Section 197.3632(3)(a), Florida Statutes, the Village
24 advertised its intent to use the uniform method for the collection of the assessment weekly in a
25 newspaper of general circulation for four (4) consecutive weeks preceding the public hearing
26 held the day hereof. Proof of publication of such hearing being attached hereto as Exhibit “A”;
27 and

28 **WHEREAS**, the Village Commission held a duly-advertised public hearing prior to the
29 adoption of this Resolution; and

30 **WHEREAS**, pursuant to Section 197.3632, Florida Statutes, as amended, the Village
31 Commission of Biscayne Park desires to set forth its intent to use the uniform method of
32 levying and collecting a non-ad valorem special assessment to fund the cost of providing road
33 repair/improvements within the Village to those properties located within the municipal
34 boundaries more particularly described in Exhibit “B”, attached hereto and incorporated herein,

1 because this method provides an economical and efficient process for such special assessments
2 to be collected annually, commencing with the fiscal year beginning on October 1, 2015; and

3 **WHEREAS**, the Village Commission of the Village of Biscayne Park, Florida, directs
4 the Village Clerk to provide copies of this Resolution to the Property Appraiser, Miami-Dade
5 County Department of Revenue Collections and the Florida Department of Revenue on or prior
6 to January 1, 2015;

7 **NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COMMISSION**
8 **OF THE VILLAGE OF BISCAYNE PARK, FLORIDA:**

9 **Section 1.** The foregoing “Whereas” clauses are true and correct and hereby
10 ratified and confirmed by the Village Commission.

11 **Section 2.** Commencing with the fiscal year beginning on October 1, 2015, and
12 with the tax statement mailed for such fiscal year, the Village intends to use the uniform
13 method authorized in Section 197.3632, Florida Statutes, as amended, for collecting the
14 assessment to fund the costs of road repair/improvements located within the municipal
15 boundaries of the Village, more particularly described in Exhibit “B”, attached hereto and
16 made a part hereof. For purposes of this Resolution, “residential” means single family units
17 and all other units utilizing the roadways located within the municipal limits of the Village of
18 Biscayne Park.

19 **Section 3.** The Village hereby determines that the levy of the assessments is needed
20 to fund the cost of road repair/improvements for residential properties within the incorporated
21 area of the Village.

22 **Section 4.** Upon adoption, the Village Clerk is hereby directed to send a copy of
23 this Resolution by United States mail, certified return receipt requested, to the Florida

1 Department of Revenue, the Miami-Dade County Department of Revenue Collection, and the
2 Miami-Dade County Property Appraiser by January 1, 2015.

3 **Section 5.** All resolutions or parts of resolutions in conflict herewith are hereby
4 repealed to the extent of such conflict.

5 **Section 6.** If any clause, section, other part or application of this Resolution is held
6 by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it
7 shall not affect the validity of the remaining portions or applications of this Resolution.

8 **Section 7.** This Resolution shall take effect immediately upon its adoption.

9
10 PASSED AND ADOPTED this ___ day of _____, 2014.

11
12 **The foregoing resolution upon being**
13 **put to a vote, the vote was as follows:**

14
15 _____
16 David Coviello, Mayor

17
18 Attest:

19
20
21 _____
22 Maria C. Camara, Village Clerk

23
24
25 Approved as to form:

26
27
28
29 _____
30 John J. Hearn, Village Attorney

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

Exhibit A

**VILLAGE OF BISCAYNE PARK
PROOF OF PUBLICATION**

today of the Broward Sheriff's Office. The Court issued an Order Finding Probable Cause. You are required to serve a copy of your answer asserting any affirmative defenses with the Clerk of Court and the undersigned counsel on or before 11/21/14. Failure to file your defenses will result in a default being entered against you.

SCOTT ISRAEL
SHERIFF OF
BROWARD COUNTY
By: **TERRENCE O. LYNCH, ESQ.**
FL BAR #121355
2601 W. Broward Blvd.
Ft Lauderdale, FL 33312
(954) 831-8920

11/3-5-10-12 14-4-131/2368390M

Misc. General Notices

PUBLICATION SUMMONS

STATE OF WISCONSIN
CIRCUIT COURT
KENOSHA COUNTY
Case No.: 14-CV-1211
Case Classification: 30404
Foreclosure of Mortgage

Waukesha,
Wisconsin 53187-0766
You may have an attorney help or represent you.

If you do not demand a copy of the Complaint within forty (40) days, the Court may grant judgment against you for the award of money or other legal action requested in the Complaint, and you may lose your right to object to anything that is or may be incorrect in the Complaint. A judgment may be enforced as provided by law. A judgment awarding money may become lien against any real estate you own now or in the future, and may also be enforced by garnishment or seizure of property.

Dated this 17th day of October, 2014.

**HIPPENMEYER, REILLY,
MOODIE & BLUM, S.C.**
By: **LORI J. FABIAN**
Attorneys for the Plaintiff,
Johnson Bank
State Bar No. 01045723

Address:
720 Clinton Street
P.O. Box 766
Waukesha, WI 53187-0766
Phone: (262) 549-8181
10/22-29 11/5 14-4-161/2363351M

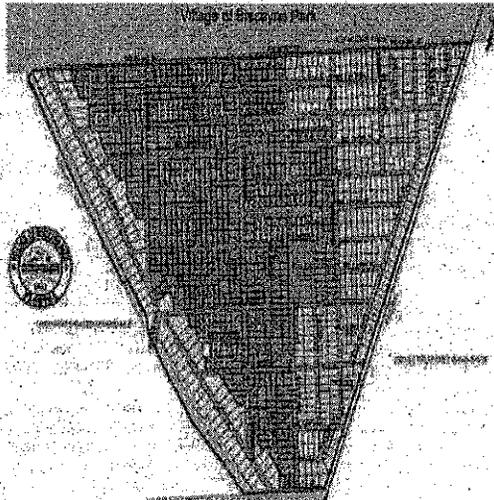


NOTICE OF INTENT TO USE UNIFORM METHOD FOR THE COLLECTION OF A NON-AD VALOREM TAX ASSESSMENT

The Village Commission of the Village of Biscayne Park, Florida, hereby provides notice, pursuant to section 197.3632(3)(a), Florida Statutes, of its intent to use the uniform method of collection non-ad valorem special assessments to be levied upon residential property, as defined in the resolution, within the municipal boundaries of the Village of Biscayne Park for funding the cost of Storm Water and/or Road Repair/Improvements within the Village, commencing January 1, 2016. The Village Commission will consider the adoption of a resolution stating its intent to use the uniform method of levying and collecting such assessments authorized by Section 197.3632, Florida Statutes, at a public hearing to be held at 7:00pm on December 2, 2014, at the Ed Burke Recreation Center, 11400 NE 9th Court, Biscayne Park, Florida 33161. Such resolution will state the need for the levy and will contain a legal description of the boundaries of the real property subject to the levy. All interested persons are invited to attend.

Anyone wishing to appeal any decision made by the Village Commission, with respect to this matter, will need a record of the proceeding and for such purpose may need to ensure that a verbatim record of the proceeding is made, which record includes the testimony and evidence upon which the appeal is to be based (FS 286.0105).

In accordance with Americans with Disabilities Act, persons needing special accommodations or an interpreter to participate in this proceeding should contact the Village Clerk by calling (305) 899 8000 at least seven (7) days prior to the date of the proceeding.



11/5

14-4-138/2369344M

ALAN YUCH, P.S. 1011P
1014 NW 8 STREET ROAD APT. 1
MIAMI FL 33136
(phone) (305) 307-1287
10/15-22-29 11/5 14-4-58/2359931M

JUDITH M. GONZALES
(Circuit Court Seal)
KRISTINA B. PETT, ESQ.
Attorney for Plaintiff
10/29 11/5-12-19 14-4-173/2366569M

Hearings

CITY OF MIAMI, FLORIDA

NOTICE OF PUBLIC HEARING

A public hearing will be held by the City Commission of the City of Miami, Florida on November 20, 2014 at 9:00 a.m., in the City Commission Chambers at City Hall, 3500 Pan American Drive, Miami, Florida, for the purpose of waiving the requirements of obtaining sealed competitive bids for the provision of an Automatic Text and Voice Announcement System Service for the Miami Trolleys

Inquiries from other service providers who feel they might be able to satisfy the City's requirement for services may contact Thomas J. Rodrigues, AICP at the Capital Improvements and Transportation Programs Department, at phone number (305) 416-1020.

The Miami City Commission requests all interested parties be present or represented at this meeting and are invited to express their views. Should any person desire to appeal any decision of the City Commission with respect to any matter considered at this meeting, that person shall ensure that a verbatim record of the proceedings is made, including all testimony and evidence upon which any appeal may be based (F.S. 286.0105).

In accordance with the Americans with Disabilities Act of 1990, persons needing special accommodations to participate in this proceeding may contact the Office of the City Clerk at (905) 250-5361 (Voice) no later than two (2) business days prior to the proceeding, or at (305) 250-5472 (TTY) no later than three (3) business days prior to the proceeding.



#22595

11/5

Todd B. Hannon
City Clerk

14-3-139/2369526M

YOU DON'T NEED TO REACH EVERYONE.

Just the right people.

Call 855.852.9562

(855-8LAWJOB)

to place your ad.

THE DEPARTMENT OF HIGHWAY SAFETY AND MOTOR VEHICLES

4A Body Shop Inc.

Case No. MS-14-1198

The Department of Highway Safety and Motor Vehicles has filed an Administrative Complaint against you, a copy of which may be obtained by contacting the Office of the General Counsel at: 2900 Apalachee Parkway, Room A-430, MS-61, Tallahassee, Florida 32399, or by calling (850) 617-3006.

If you fail to file an election of rights with the Department by *November 26th, 2014, in a manner stated in the Administrative Complaint, you will waive your right to dispute the allegations of the Administrative Complaint and the Department may proceed to enter a Final Order based upon the allegations contained in the Administrative Complaint.

10/15-22-29 11/5 14-4-97/2360379M

THE DEPARTMENT OF HIGHWAY SAFETY AND MOTOR VEHICLES

Starlight Auto Brokers Inc.

Case No. MS-14-1199

The Department of Highway Safety and Motor Vehicles has filed an Administrative Complaint against you, a copy of which may be obtained by contacting the Office of the General Counsel at: 2900 Apalachee Parkway, Room A-430, MS-61, Tallahassee, Florida 32399; or by calling (850) 617-3006.

If you fail to file an election of rights with the Department by *November 26th, 2014, in a manner stated in the Administrative Complaint, you will waive your right to dispute the allegations of the Administrative Complaint and the Department may proceed to enter a Final Order based upon the allegations contained in the Administrative Complaint.

10/15-22-29 11/5 14-4-98/2360380M

Misc. General Notices

3135 SW 3 Avenue, Miami, FL 33129, on or before DEC 26 2014, and file the original with the Clerk of the above-styled Court before service on the plaintiff's attorney or immediately thereafter; otherwise a default will be entered against you for the relief demanded in the Complaint.

WITNESS my hand and seal of this Court on NOV 05 2014.

In accordance with the Americans With Disabilities Act, persons with disabilities needing a special accommodation to participate in this proceeding should contact Miami-Dade County Courthouse, Circuit Civil Department, 73 West Flagler Street, Suite # 242 Miami, Florida 33130 (305) 349-7175, not later than seven (7) days prior to be the proceeding. If hearing impaired, (TDD) (305) 349-7174, or Voice (V) 1-800-955-8770, via Florida Relay Service.

Harvey Ruvin
CLERK OF THE CIRCUIT COURT

(Circuit Court Seal)
By: TOREY STEWART
Deputy Clerk
11/12-19-26 12/3 14-4-165/2371603M

NOTICE TO SHOW CAUSE AND NOTICE OF SUIT

IN THE CIRCUIT COURT OF THE 11TH JUDICIAL CIRCUIT OF FLORIDA IN AND FOR MIAMI-DADE COUNTY
GENERAL JURISDICTION DIVISION
CIVIL ACTION NO: 14-027866 CA 27
PARCEL NO(S): 100

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, Petitioner,

vs.
THE HERTZ CORPORATION, ET AL.
Defendants.

STATE OF FLORIDA TO:
JOSEPH J. ARTUSO, JOSEPH L. LINCOLN, AS THE LAST SURVIVING DIRECTORS OF GE CAPITAL MODULAR SPACE, A/K/A TRANSPORT INTERNATIONAL POOL, INC. A DISSOLVED PENNSYLVANIA CORPORATION, AND AS SUCH TRUSTEES OF SAID DISSOLVED CORPORATION SERVE: JOSEPH J. ARTUSO, INDIVIDUALLY AND AS TRUSTEE
530 E. SWEDSFORD ROAD WAYNE, PA 19087
PARCEL 100

JOSEPH J. ARTUSO, JOSEPH L. LINCOLN, AS THE LAST SURVIVING DIRECTORS OF GE CAPITAL MODULAR SPACE, A/K/A TRANSPORT INTERNATIONAL POOL, INC. A DISSOLVED PENNSYLVANIA CORPORATION, AND AS SUCH TRUSTEES OF SAID DISSOLVED CORPORATION SERVE: JOSEPH L. LINCOLN, INDIVIDUALLY AND AS TRUSTEE
901 MAIN AVENUE NORWALK, CT 06851-1188
PARCEL 100

DEUTSCHE BANK AG NEW YORK BRANCH SERVE: JACQUES BRAND, CEO/PRESIDENT
60 WALL STREET NEW YORK, NY 10005
PARCEL 100

ALL KNOWN AND UNKNOWN OWNERS, LESSEES, EXECUTORS, ADMINISTRATORS, TRUSTEES, MORTGAGEES, CREDITORS, LIEN HOLDERS, PERSONS IN POSSESSION, AND ALL PERSONS, ESTATES, HEIRS, SUCCESSORS OR ASSIGNS HAVING OR CLAIMING ANY RIGHT, TITLE OR INTEREST IN THE PROPERTY.

To all said Defendants who are living, and if any or all Defendants are deceased, the unknown spouses, heirs, devisees, legatees, grantees, creditors, lienors or other parties claiming by, through, under or against any such deceased Defendant or Defendants, if alive, and if dead, their unknown spouses, heirs, devisees, legatees, grantees,

creditors, lienors or other parties claiming by, through, under or against any such deceased Defendant or Defendants, and all other parties having or claiming to have any right, title or interest in and to the property described in the Petition, to-wit:

SECTION N/A (ITEM SEGMENT: 250234-7)
STATE ROAD: N.W. 28TH STREET CONNECTOR MIAMI-DADE COUNTY
DESCRIPTION: FEE SIMPLE Parcel 100
FIN No. 250234-7

All that lot, piece or parcel of land situate, lying and being in Section 29, Township 35 South, Range 41 East, Miami-Dade County, Florida, being a portion of Tract "A" of DYNASTY EXPRESS PARK, according to the Plat thereof, as recorded December 28, 1990 in Plat Book 140 at Page 12 of the Public Records of Miami-Dade County, Florida and being more particularly described by metes and bound as follows, viz.:

Commence at the Northeast corner of said Tract "A"; thence S87°43'45"W for 80.47 feet to the Point of Beginning of the hereinafter described parcel of land; from said Point of Beginning, thence S02°02'32"E along the West line of Parcel 196, as described in that certain Order of Taking on behalf of Miami-Dade County, Florida, and recorded May 29, 2008 in Official Records Book 26402 at Page 3751 of the Public Records of Miami-Dade County, Florida, for 53.00 feet; thence departing said West line of Parcel 196, S87°43'45"W for 268.78 feet to a Point of Curvature of a circular curve concave to the Southeast; thence Southwesterly along the arc of said curve, having a radius of 38.00 feet and central angle of 82°18'21" for 54.59 feet to the Point of Tangency; thence S05°25'24"W for 46.91 feet to a Point of Non-Tangent Intersection with the arc of a circular curve concave to the Southwest, said curve being the West line of said Tract "A" and the East Right of Way line of N.W. 39th Avenue and with said Point of Non-Tangent Intersection bearing S84°34'36"E from the center of said curve; thence Northwesterly along said West line of Tract "A," the East Right of Way line of N.W. 39th Avenue and the arc of said curve, having a radius of 130.00 feet and a central angle of 89°53'29" for 158.58 feet to the Northwest corner of said Tract "A," with said Northwest corner of Tract "A" bearing N25°31'30"E from the center of said curve; thence N87°43'45"E along the North line of said Tract "A" for 381.14 feet to the Point of Beginning. Said Parcel contains 19,372.8 square feet or 0.44 acre, more or less.

Atkins/3-11-2013
OWNED BY: THE HERTZ CORPORATION, A DELAWARE CORPORATION
SECTION N/A (ITEM SEGMENT: 250234-7)
STATE ROAD: N.W. 28TH STREET CONNECTOR MIAMI-DADE COUNTY
DESCRIPTION: FEE SIMPLE Parcel 100
FIN No. 250234-7
ENCUMBERED BY: MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF LEASES AND RENTS AND FUTURE FILING RECORDED IN MIAMI-DADE COUNTY IN O.R. BOOK 27818 AT PAGE 2573 IN FAVOR OF: DEUTSCHE BANK AG NEW YORK BRANCH, IN ITS CAPACITY AS COLLATERAL AGENT FOR THE SECURED PARTIES UNDER THE SENIOR TERM CREDIT AGREEMENT. INTEREST IF ANY OF: JOSEPH J. ARTUSO, JOSEPH L. LINCOLN, AS THE LAST SURVIVING DIRECTORS OF GE CAPITAL MODULAR SPACE, A/K/A TRANSPORT INTERNATIONAL POOL, INC. A DISSOLVED PENNSYLVANIA CORPORATION, AND AS SUCH TRUSTEES OF SAID DISSOLVED CORPORATION, TENANCY UNKNOWN.

INTEREST IF ANY OF: DIANE WILDSTEIN, LARRY WILDSTEIN, AS THE LAST SURVIVING DIRECTORS OF INTERAMERICAN CAR RENTAL, INC. A DISSOLVED FL CORPORATION, AND AS SUCH TRUSTEES OF SAID DISSOLVED CORPORATION, TENANCY UNKNOWN.

INTEREST IF ANY OF: ALL KNOWN AND UNKNOWN OWNERS, LESSEES, EXECUTORS, ADMINISTRATORS, TRUSTEES, MORTGAGEES, CREDITORS, LIEN HOLDERS, PERSONS IN POSSESSION, AND ALL PERSONS, ESTATES, HEIRS, SUCCESSORS OR ASSIGNS HAVING OR CLAIMING ANY RIGHT, TITLE OR INTEREST IN THE PROPERTY.

You are each notified that the Petitioner filed its sworn Petition and its Declaration of Taking in this Court against you, as Defendants, seeking to condemn by eminent domain proceedings the above-described property located in the State of Florida, County of Miami-Dade.

You are further notified that the Petitioner will apply to the Honorable Rosa I. Rodriguez, one of the Judges of this Court, on the 18th day of January, 2015, at 11:30 A.M., Room 405, in the Miami-Dade County Courthouse, Miami, Florida for an Order of Taking in this cause. All Defendants to this suit may request a hearing and will be heard at the time and place designated. Any Defendant failing to file a request for hearing shall waive any right to object to the Order of Taking.

AND
Each Defendant is hereby required to request a hearing, if desired, and serve written defenses, if any, to said Petition on:

State of Florida
Department of Transportation
1000 N.W. 111 Avenue
Miami, FL 33172
PHONE NUMBER
(305) 470-5435
FAX NUMBER
(305) 470-5104

c/o Lillian Valdespino
Lillian.Valdespino@dot.state.fl.us
Wilma.Morillo@dot.state.fl.us
on or before the 26th of December, 2014, and file the originals with the Clerk of this Court on or before that date, to show what right, title, interest or lien you, or any of you, have in and to the property described in the Petition and to show cause, if any you have, why the property should not be condemned for the uses and purposes set forth in the Petition. If you fail to answer, a default may be entered against you for the relief demanded in the Petition. If you fail to request a hearing on the Petition for Order of Taking, you shall waive any right to object to said Order of Taking.

WITNESS MY HAND AND SEAL of said Court on the 6th day of November, 2014.

HARVEY RUVIN
CLERK OF THE CIRCUIT COURT
IN AND FOR MIAMI-DADE COUNTY
(Circuit Court Seal)
BY: TOREY STEWART
Deputy Clerk

IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT, PERSONS WITH DISABILITIES NEEDING SPECIAL ACCOMMODATION TO PARTICIPATE IN THIS PROCEEDING SHOULD CONTACT THE 11TH CIRCUIT COURT ADA COORDINATOR NOT LATER THAN FIVE BUSINESS DAYS PRIOR TO THE PROCEEDING. FOR VOICE MAIL: (305) 375-2006 IF HEARING IMPAIRED (TDD): (305) 375-2007.

11/12-19 14-4-167/237167M

11/12-19 14-4-167/237167M

MIAMI-DADE COUNTY, FLORIDA PUBLIC NOTICE

NOTICE IS GIVEN that the Florida Association of Counties 2014-15 Legislative Conference will be held on **Wednesday, November 19, 2014 at the time indicated below.** The review will be held at the 11th Floor, Rear Conference Room, Stephen P. Clark Center, 111 NW First Street, Miami, FL. The applications to be reviewed are as follow:

All interested parties may appear at the time and place specified:
HARVEY RUVIN, CLERK
CHRISTOPHER AGRIPPA, DEPUTY CLERK
11/12 14-4-158/2371563M

NOTICE

The Miami-Dade County Developmental Impact Committee Lower Council will review the following applications on **Wednesday, November 19, 2014 at the time indicated below.** The review will be held at the 11th Floor, Rear Conference Room, Stephen P. Clark Center, 111 NW First Street, Miami, FL. The applications to be reviewed are as follow:

- Zoning**
- 10:00 am 14-079 — Pinecrest Academy Inc. and Florida Power and Light Co. are requesting a modification of a previous resolution and a new request to permit a charter school with grades K-8 for 800 students. The subject property is approximately 4.5 acres in size and is located at 4301 SW 107 Avenue, Miami-Dade County, Florida.
 - 10:15 am 14-095 — Master Development, Inc. Et. Al. are requesting a zone change from IU-C, Controlled Industrial District, to BU-2, Special Business District, in order to develop the property with 113,000 sq. ft. of retail area and 6,800 sq. ft. of restaurant space. The subject property is approximately 13.02 acres in size and is located west of SW 137 Avenue, approximately 1,100' north of SW 8 Street, Miami-Dade County, Florida.
 - 10:30 am 14-116 — Department of Regulatory and Economic Resources is requesting a zone overlay to Bird Road Design and Industrial Overlay District (BRDI). The subject property is approximately 156 acres in size and is located north of SW 48 Street, east of SW 74 Avenue, west of SW 70 Avenue and south of SW 40 Street (Bird Road), Miami-Dade County, Florida.

For legal ads online, go to <http://legalads.miamidade.gov>
11/7-12 14-3-150/2371566M

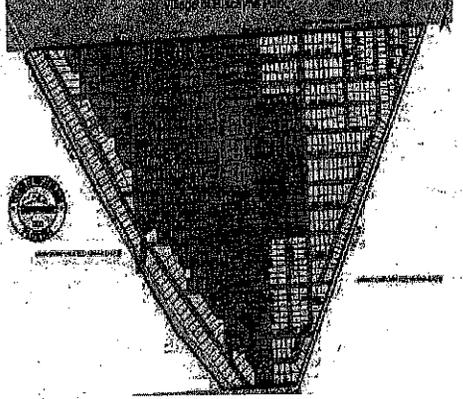


NOTICE OF INTENT TO USE UNIFORM METHOD FOR THE COLLECTION OF A NON-AD VALOREM TAX ASSESSMENT

The Village Commission of the Village of Biscayne Park, Florida, hereby provides notice, pursuant to section 197.3632(3)(a), Florida Statutes, of its intent to use the uniform method of collection non-ad valorem special assessments to be levied upon residential property, as defined in the resolution, within the municipal boundaries of the Village of Biscayne Park for funding the cost of Storm Water and/or Road Repair/Improvements within the Village, commencing January 1, 2016. The Village Commission will consider the adoption of a resolution stating its intent to use the uniform method of levying and collecting such assessments authorized by Section 197.3632, Florida Statutes, at a public hearing to be held at 7:00pm on December 2, 2014, at the Ed Burke Recreation Center, 11400 NE 9th Court, Biscayne Park, Florida 33161. Such resolution will state the need for the levy and will contain a legal description of the boundaries of the real property subject to the levy. All interested persons are invited to attend.

Anyone wishing to appeal any decision made by the Village Commission, with respect to this matter, will need a record of the proceeding and for such purpose may need to ensure that a verbatim record of the proceeding is made, which record includes the testimony and evidence upon which the appeal is to be based (FS 266.0105).

In accordance with Americans with Disabilities Act, persons needing special accommodations or an interpreter to participate in this proceeding should contact the Village Clerk by calling (305) 899-8000 at least seven (7) days prior to the date of the proceeding.



11/12-19-26 14-4-188/2372284M

Hearings



NOTICE OF PUBLIC HEARING VILLAGE OF BISCAYNE PARK

NOTICE IS HEREBY GIVEN that the Village Commission of the Village of Biscayne Park, Florida will hear the following non-use variance request at the Regular Commission Meeting to be held on **Tuesday, December 2, 2014, at 7:00PM, at the Ed Burke Recreation Center located at 11400 NE 9th Court, Biscayne Park, FL 33161.**

Pursuant to Section 15.3 of the Code of Ordinances of the Code of Biscayne Park, Florida, the property owners hereby seek the following variance from the Village Code for their property located at:
**Mariana Ferro & Amalvis Alonso - 825 NE 113th St
Variance Request: Pool in the front set back**

All documentation pertaining to this notice may be inspected by the public at the Office of the Village Clerk in Village Hall, 640 NE 114th Street. Interested parties may appear at the meeting and be heard with respect to the proposed Ordinance.

In accordance with the provision 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 who require special accommodation to participate in the proceedings should call the Village Clerk's office at (305) 899-8000 no later than 48 hours prior to the proceeding for assistance. On day of meeting, if called in by 11:00am, we will do our best to accommodate your request.

Maria Camara, Village Clerk
11/7-12 14-3-73/2370722M

Permitting Authority: Applications for air construction permits are subject to review in accordance with the provisions of Chapter 403, Florida Statutes (F.S.) and Chapters 62-4, 62-210 and 62-212 of the Florida Administrative Code (F.A.C.). The proposed project is not exempt from air permitting requirements and an air permit is required to perform the proposed work. The Permitting Authority responsible for making a permit determination for this project is the Miami-Dade County Department of Regulatory and Economic Resources (RER), Division of Environmental Resources Management, Air Quality Management. The Miami-Dade County Department of Regulatory and Economic Resources, Division of Environmental Resources Management, Air Quality Management is physically located at: 701 NW 1 Court, Suite 200, Miami, Florida 33136. The Miami-Dade County Department of Regulatory and Economic Resources, Division of Environmental Resources Management, Air Quality Management's mailing address is: 701 NW 1 Court, Suite 400, Miami, Florida 33136. The Miami-Dade County Department of Regulatory and Economic Resources, Division of Environmental Resources Management, Air Quality Management's telephone number is 305/372-6925.

Project File: A complete project file is available for public inspection during the normal business hours of 8:00 a.m. to 5:00 p.m., Monday through Friday (except legal holidays), at the physical address indicated above for the Permitting Authority. The complete project file includes the Draft Permit, the Technical Evaluation and Preliminary Determination, the application and information submitted by the applicant (exclusive of confidential records under Section 403.111, F.S.). Interested persons may contact the RER's project engineer for additional information at the address and phone number listed above.

Notice of Intent to Issue Air Permit: The RER gives notice of its intent to issue an air construction permit to the applicant for the project described above. The applicant has provided reasonable assurance that operation of proposed equipment will not adversely impact air quality and that the project will comply with all appropriate provisions of Chapter 24, Code of Miami-Dade County, and Chapters 62-4, 62-204, 62-210, 62-212, 62-296 and 62-297, F.A.C. The RER will issue a Final Permit in accordance with the conditions of the proposed Draft Permit unless a timely petition for an administrative hearing is filed under Sections 120.569 and 120.57, F.S. or unless public comment received in accordance with this notice results in a different decision or a significant change of terms or conditions.

Comments: The RER will accept written comments concerning the proposed Draft Permit for a period of 14 days from the date of publication of this Public Notice. Written comments must be received by the RER by close of business (5:00 p.m.) on or before the end of the 14-day period. If written comments received result in a significant change to the Draft Permit, the RER shall revise the Draft Permit and require, if applicable, another Public Notice. All comments filed will be made available for public inspection.

Petitions: A person whose substantial interests are affected by the proposed permitting decision may petition for an administrative hearing in accordance with Sections 120.569 and 120.57, F.S. Petitions filed by the applicant or any of the parties listed below must be filed within 14 days of receipt of this written notice of Intent to Issue Air Permit. Petitions filed by any persons other than those entitled to written notice under Section 120.60(3), F.S. must be filed within 14 days of publication of the attached Public Notice or within 14 days of receipt of this written notice of Intent to Issue Air Permit, whichever occurs first. Under Section 120.60(3), F.S., however, any person who asked the RER for notice of agency action may file a petition within 14 days of receipt of that notice, regardless of the date of publication. A petitioner shall mail a copy of the petition to the applicant at the address indicated above, at the time of filing. A petition for administrative hearing must contain the information set forth below and must be filed (received) with the RER, Division of Environmental Resources Management, Air Quality Management at 701 NW 1 Court, Suite 400, Miami, Florida 33136 (Telephone: 305-372-6925). The failure

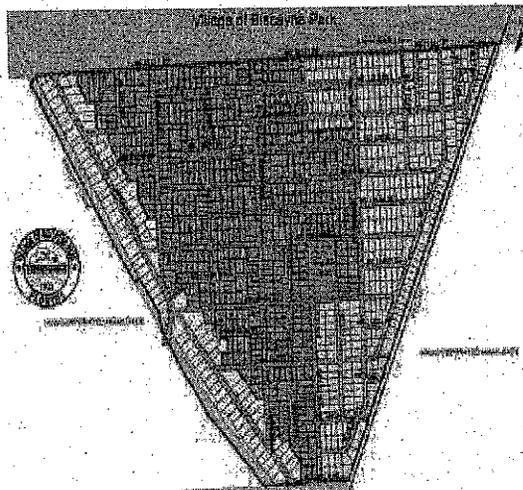


NOTICE OF INTENT TO USE UNIFORM METHOD FOR THE COLLECTION OF A NON-AD VALOREM TAX ASSESSMENT

The Village Commission of the Village of Biscayne Park, Florida, hereby provides notice, pursuant to section 197.3632(3)(a), Florida Statutes, of its intent to use the uniform method of collection non-ad valorem special assessments to be levied upon residential property, as defined in the resolution, within the municipal boundaries of the Village of Biscayne Park for funding the cost of Storm Water and/or Road Repair/Improvements within the Village, commencing January 1, 2016. The Village Commission will consider the adoption of a resolution stating its intent to use the uniform method of levying and collecting such assessments authorized by Section 197.3632, Florida Statutes, at a public hearing to be held at 7:00pm on December 2, 2014, at the Ed Burke Recreation Center, 11400 NE 9th Court, Biscayne Park, Florida 33161. Such resolution will state the need for the levy and will contain a legal description of the boundaries of the real property subject to the levy. All interested persons are invited to attend.

Anyone wishing to appeal any decision made by the Village Commission, with respect to this matter, will need a record of the proceeding and for such purpose may need to ensure that a verbatim record of the proceeding is made, which record includes the testimony and evidence upon which the appeal is to be based (FS 286.0105).

In accordance with Americans with Disabilities Act, persons needing special accommodations or an interpreter to participate in this proceeding should contact the Village Clerk by calling (305) 899 8000 at least seven (7) days prior to the date of the proceeding.



11/12-19-26

14-4-188/2372284M

Tell our Advertisers

Hearings

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY given that a **Public Hearing** will be held by the Miami-Dade County Board of County Commissioners in the Commission Chambers, located on the Second Floor of the Stephen P. Clark Center, 111 N.W. First Street, Miami, Florida, 33128, during a meeting to begin at approximately **9:30 AM on Tuesday, December 2, 2014**, where a transit project/plan will be considered:

TRANSIT DEVELOPMENT PLAN (TDP) MAJOR UPDATE - COVERING THE TEN-YEAR PERIOD FROM FY 2015 TO FY 2024

The TDP Major Update presents the operational and capital improvement needs of Miami-Dade Transit (MDT) and also serves as a planning tool to identify future MDT needs for the implementation and operation of transit service.

The State of Florida Public Transit Block Grant Program was enacted by the Florida Legislature to provide a stable source of state funding for public transportation. The Block Grant Program requires public transit service providers to develop and adopt a Transit Development Plan (TDP). A TDP major update is required every five years and TDP annual updates are required in Interim years.

At the hearing, the Committee will afford an opportunity for interested persons or agencies to be heard with respect to the social, economic, and environmental aspects of these projects presented within the TDP or the Plan in its entirety. Interested persons may submit orally or in writing evidence and recommendations with respect to said projects.

A person who decides to appeal any decision made by any board, agency, or commission with respect to any such matter considered at its meeting or hearing will need a record of all proceedings. Such person may need to ensure that a verbatim record of the proceedings is made, including testimony and evidence upon which the appeal is based.

Miami-Dade County provides equal access and equal opportunity in employment and does not discriminate on the basis of disability in its programs or services. Auxiliary aids and services for communication are available with advance notice. This form can be made available in accessible format upon request (audiotape, Braille, or computer disk). For material in alternate format, a sign-language interpreter, or other accommodations, please contact Marcos Ortega at (786) 469-5225. Customers using TDD, please call through the Florida Relay Service 1 (800-955-8771) at least five (5) days in advance.

11/19

14-3-55/2375065M

**PUBLIC HEARING
NOTICE BY MIAMI SHORES VILLAGE
OF THEIR INTENT TO CONSIDER UTILIZATION
OF THE UNIFORM METHOD OF LEVY,
COLLECTION AND ENFORCEMENT OF
NON-AD VALOREM ASSESSMENTS
AUTHORIZED PURSUANT TO
SECTION 197.3632, FLORIDA STATUTES**

The Miami Shores Village Council hereby gives notice that the Council will consider utilization of the uniform method of levy, collection and enforcement of non-ad valorem assessments authorized pursuant to section 197.3632, Florida Statutes at its regularly scheduled Council meeting of December 2, 2014. If the Council determines to utilize the uniform method of collection for non-ad valorem assessments, such assessments will be levied on all benefited property for the purpose of construction of certain sanitary sewer facilities and water line upgrades in

****Council Chambers**

Thursday, December 18, 2014 at 9:00 am
Red Light Camera Local Hearing
****Council Chambers**

Thursday, December 18, 2014 at 2:00 pm
Special Magistrate Hearing
****Council Chambers**

*The 1st Floor Multipurpose Room is located at the City of Doral Government Center, 1st Floor, 8401 NW 53rd Terrace, Doral, FL 33168.

**The Council Chambers is located at the City of Doral Government Center, 3rd Floor, 8401 NW 53rd Terrace, Doral, FL 33168.

NOTE: All meetings are subject to change and additional public meetings may take place throughout the month. Please refer to the City's website at www.cityofdoral.com for regular updates.

If a person decides to appeal any decision made by the City Council with respect to any matter considered at a meeting or hearing, that person will need a record of the proceedings and, for such purpose, may need to ensure that a verbatim record of the proceedings is made, which includes the testimony and evidence upon which the appeal is to be based.

The City of Doral complies with the provisions of the Americans with Disabilities Act. Individuals with disabilities requiring special accommodations or assistance should contact the **City of Doral at (305) 593-6725** of such need at least three (3) business days in advance.

Barbara Herrera, CMC
City Clerk, City of Doral
 14-4-172/2377168M

11/26

Seizures & Forfeitures

NOTICE OF SEIZURE
DEPARTMENT OF TREASURY
INTERNAL REVENUE SERVICE

The following asset was voluntarily surrendered on November 7, 2014, in the Miami, Florida area pursuant to Title 18 U.S.C. § 981(a)(1)(C):

Property Description:

2011 Mercedes Benz CL63 AMG

Any person claiming an ownership interest in this property must file a Claim with the Internal Revenue Service-Criminal Investigation, Special Agent in Charge, at 850 Trafalgar Court, Suite 200, Maitland, FL 32751; Attn: Chuck Evans, AFC, on or before, **January 9, 2015**; otherwise, the property will be forfeited and disposed of according to law. Call IRS at (850) 475-7423 for further information in reference to Seizure # 59150010-01.

11/26 12/3-10 14-4-173/2377299M

NOTICE OF FORFEITURE COMPLAINT

TO: ALL PERSONS OR ENTITIES, KNOWN OR UNKNOWN, WHO HAVE ANY LEGAL RIGHT, TITLE, OR INTEREST IN THE ABOVE-STYLED PROPERTY TO WIT:

- \$18,020.00 IN U.S. CURRENCY;
- \$13,414.00 IN U.S. CURRENCY;
- TWO (2)
- YELLOW METAL NECKLACES;
- TWO (2)
- YELLOW METAL PENDANTS;
- ONE (1)
- YELLOW METAL BRACELET

YOU ARE NOTIFIED that pursuant to §§932.701-707, Fla. Stat. (2014), the "Florida Contraband and Forfeiture Act", a forfeiture action/complaint has been filed against the above described property in Miami-Dade County Florida, under Court Case No. 14-26395 CA 23, for the purpose

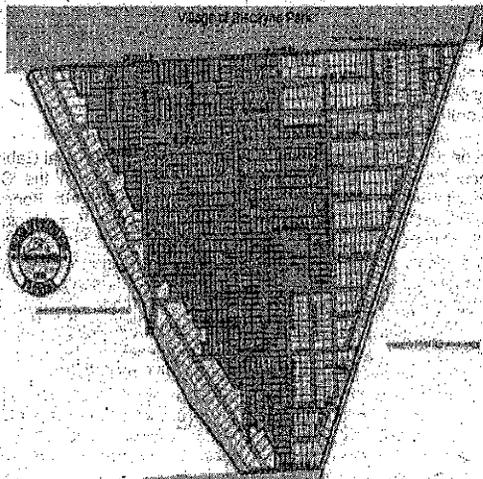


NOTICE OF INTENT TO USE UNIFORM METHOD FOR THE COLLECTION OF A NON-AD VALOREM TAX ASSESSMENT

The Village Commission of the Village of Biscayne Park, Florida, hereby provides notice, pursuant to section 197.3632(9)(a), Florida Statutes, of its intent to use the uniform method of collection non-ad valorem special assessments to be levied upon residential property, as defined in the resolution, within the municipal boundaries of the Village of Biscayne Park for funding the cost of Storm Water and/or Road Repair/Improvements within the Village, commencing January 1, 2016. The Village Commission will consider the adoption of a resolution stating its intent to use the uniform method of levying and collecting such assessments authorized by Section 197.3632, Florida Statutes, at a public hearing to be held at 7:00pm on December 2, 2014, at the Ed Burke Recreation Center, 11400 NE 9th Court, Biscayne Park, Florida 33161. Such resolution will state the need for the levy and will contain a legal description of the boundaries of the real property subject to the levy. All interested persons are invited to attend.

Anyone wishing to appeal any decision made by the Village Commission, with respect to this matter, will need a record of the proceeding and for such purpose may need to ensure that a verbatim record of the proceeding is made, which record includes the testimony and evidence upon which the appeal is to be based. (FS 286.0105).

In accordance with Americans with Disabilities Act, persons needing special accommodations or an interpreter to participate in this proceeding should contact the Village Clerk by calling (305) 899-8000 at least seven (7) days prior to the date of the proceeding.



11/12-19-26

14-4-188/2372284M

upon **BEARBERG, GRAYSON & KUKOFF, P.A.**, Attorneys for Plaintiff, whose address is 25 SE 2nd Avenue, Suite 730; Miami, FL 33131, within thirty (30) days after the first publication of this notice or on or before JAN 6 2015 file the original with the clerk of this Court either before service on Plaintiff's attorney or immediately thereafter; otherwise a default will be entered against you for the relief demanded in the Complaint.

WITNESS my hand and seal of this Court on the 14 day of Nov; 2014.

HARVEY RUVIN
 Circuit and County Courts
 (Circuit Court Seal)
 By: **DAMARIS LUNA**
 Deputy Clerk
 11/20/26 12/4-11 14-4-35/2374813M

NOTICE OF ACTION FOR EJECTMENT

IN THE CIRCUIT COURT OF THE 11TH JUDICIAL CIRCUIT IN AND FOR MIAMI-DADE COUNTY, FLORIDA
 CASE NO.: 14-026904-CA-01
 CIVIL DIVISION
 ESTATE OF GUSTAVO FUERTE, Plaintiff,
 v.
MANUEL AGUILERA IBORRA, Defendant.
 TO: **MANUEL AGUILERA IBORRA**, 2300 SW 64 Avenue Miami, FL 33155

YOU ARE NOTIFIED that an action for ejectment of real property has been filed against you and that you are required to serve a copy of your written defenses, if any, to the ESTATE OF GUSTAVO FUERTES' attorney of record, **SWIMMER LAW ASSOCIATES, P.A.**, whose address is 1680 Michigan Ave., Suite 1014, Miami Beach, FL 33139, on or before JAN 02 2015, and file the original with the Clerk of this Court at 73 West Flagler Street, Miami, Florida 33130, before service on Plaintiff or immediately thereafter. If you fail to do so, a default may be entered against you for the relief demanded

COALITION OF MIAMI-DADE/MONROE

is seeking candidates to fill several private-sector member positions, including Governor appointed members, on its **Board of Directors**. Candidates must reside in Florida and be one of the following individuals associated with a private-sector business entity conducting business in Miami-Dade or Monroe County:

- An owner having at least a 10% ownership interest in the business entity;
- The CEO or COO of the business entity;
- A business executive or employee of the business entity who is at the management level or higher with optimum policy making or hiring authority; or
- An individual who previously met one of the criteria aforementioned, but is retired from the business entity. The candidate (or candidate's relative) must not be a childcare business owner or employee.

- Candidates must have:**
- Several years of executive leadership experience;
 - A deep passion for early childhood education;
 - Understanding and commitment to the organization's mission;
 - Ability to commit time to the organization;
 - Community involvement and engagement.

Please contact **Lisa Sanabria at (305) 646-7220 x. 246** for an application, or visit our website, www.elcmdm.org and click on the Board of Director's Application link on the homepage. Applications must be submitted by **02/28/2015**.

11/26-28 12/1-2-3-4-5-8-9-10 14-4-160/2376752M

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1-877-256-2472

Exhibit B

**VILLAGE OF BISCAYNE PARK
MUNICIPAL BOUNDARIES**

Beginning at the Northeast corner of Lot 4, Block 9, Bellevue Biscayne Subdivision as recorded in the Public Records of Dade County, Florida, in Plat Book 17, page 29; said beginning point being further described as the intersection of the Southeasterly right-of-way line of the Dixie Highway and the Southwesterly right-of-way line of Biscayne Canal, as now laid out and platted; thence Easterly on a straight line to the intersection of the center line of Griffing Boulevard and Eighth Street (NE 121st Street) as shown on a plat of Biscayne Park Estates, recorded in Plat Book 5, page 107, Public Records of Dade County, Florida, thence east along the center line of Eighth Street (NE 121st Street) as shown on the following recorded plats: Biscayne Park Estates, Plat Book 8, page 18, Biscayne Park Estates, Plat Book 15, page 53, Biscayne Park Estates, Plat Book 8, page 21; Biscayne Park Estates, Plat Book 7, page 129, Biscayne Park Estates, Plat Book 35, page 44, Palomar, Plat Book 7, page 158, and Palomar, Plat Book 35, page 43, thence continuing east along NE 121st Street, produced in a straight line, to its intersection with the Westerly right-of-way line of the Florida East Coast Railroad; thence Southwesterly along the Westerly right-of-way line of the Florida East Coast Railroad to its intersection with the center line, produced east in a straight line, of First Street (NE 107th Street) as shown on a plat of Biscayne Park Estates, recorded in Plat Book 14, page 1; thence west along aforesaid produced center line of NE 107TH Street, Davis Addition to Biscayne Park Estates, Plat Book 45, Page 59 and as shown on aforesaid plat of Biscayne Park Estates, Plat Book 14, page 1, to its intersection with the Westerly right-of-way line of Biscayne Canal; thence Northwesterly along the Westerly right-of-way line of the Biscayne Canal to its intersection with a line thirty-five (35) feet east of and parallel to the west line of the NE ¼ of Sec. 31-Twp. 52 South-Rgs. 42 East; thence North across Biscayne Canal along aforesaid line thirty-five (35) feet east of and parallel to the west line of the NE ¼ of Sec. 31-52-42 to its intersection with the Easterly right-of-way line of Biscayne Canal; thence Northwesterly along the Easterly right-of-way line of Biscayne Canal 500 feet; thence Southwesterly across Biscayne Canal and at right angles thereto to the Westerly right-of-way line of Biscayne Canal; thence Northwesterly along the Westerly right-of-way line of Biscayne Canal to the Point of Beginning.

1
2
3 **RESOLUTION NO. 2014-89**
4

5 **A RESOLUTION OF THE MAYOR AND VILLAGE COMMISSION OF**
6 **THE VILLAGE OF BISCAYNE PARK, FLORIDA, SETTING FORTH**
7 **THE VILLAGE’S INTENT TO USE THE UNIFORM METHOD FOR**
8 **THE LEVY AND COLLECTION OF A NON-AD VALOREM SPECIAL**
9 **ASSESSMENT TO BE LEVIED UPON RESIDENTIAL REAL**
10 **PROPERTIES LYING WITHIN THE MUNICIPAL BOUNDARIES OF**
11 **THE VILLAGE, AS MORE PARTICULARLY DESCRIBED IN**
12 **EXHIBIT “B”, ATTACHED HERETO, TO FUND THE PROVISION OF**
13 **STORM WATER REPAIR/IMPROVEMENTS WITHIN THE VILLAGE;**
14 **STATING A NEED FOR SUCH LEVY; PROVIDING THAT A COPY OF**
15 **THIS RESOLUTION SHALL BE FORWARDED TO THE PROPERTY**
16 **APPRAISER, TAX COLLECTOR AND THE FLORIDA DEPARTMENT**
17 **OF REVENUE; PROVIDING FOR CONFLICTS; PROVIDING FOR**
18 **SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE**
19

20 **WHEREAS**, the Village Commission of the Village of Biscayne Park, Florida intends
21 to impose a special assessment to fund the provision of storm water repair/improvements
22 within the Village commencing with the fiscal year beginning on October 1, 2015; and

23 **WHEREAS**, in accordance with Section 197.3632(3)(a), Florida Statutes, the Village
24 advertised its intent to use the uniform method for the collection of the assessment weekly in a
25 newspaper of general circulation for four (4) consecutive weeks preceding the public hearing
26 held the day hereof. Proof of publication of such hearing being attached hereto as Exhibit “A”;
27 and

28 **WHEREAS**, the Village Commission held a duly-advertised public hearing prior to the
29 adoption of this Resolution; and

30 **WHEREAS**, pursuant to Section 197.3632, Florida Statutes, as amended, the Village
31 Commission of Biscayne Park desires to set forth its intent to use the uniform method of
32 levying and collecting a non-ad valorem special assessment to fund the cost of providing storm
33 water repair/improvements within the Village to those properties located within the municipal
34 boundaries more particularly described in Exhibit “B”, attached hereto and incorporated herein,

1 because this method provides an economical and efficient process for such special assessments
2 to be collected annually, commencing with the fiscal year beginning on October 1, 2015; and

3 **WHEREAS**, the Village Commission of the Village of Biscayne Park, Florida, directs
4 the Village Clerk to provide copies of this Resolution to the Property Appraiser, Miami-Dade
5 County Department of Revenue Collections and the Florida Department of Revenue on or prior
6 to January 1, 2015;

7 **NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COMMISSION**
8 **OF THE VILLAGE OF BISCAYNE PARK, FLORIDA:**

9 **Section 1.** The foregoing “Whereas” clauses are true and correct and hereby
10 ratified and confirmed by the Village Commission.

11 **Section 2.** Commencing with the fiscal year beginning on October 1, 2015, and
12 with the tax statement mailed for such fiscal year, the Village intends to use the uniform
13 method authorized in Section 197.3632, Florida Statutes, as amended, for collecting the
14 assessment to fund the costs of storm water repair/improvements located within the municipal
15 boundaries of the Village, more particularly described in Exhibit “B”, attached hereto and
16 made a part hereof. For purposes of this Resolution, “residential” means single family units
17 and all other units utilizing storm water services located within the municipal limits of the
18 Village of Biscayne Park.

19 **Section 3.** The Village hereby determines that the levy of the assessments is needed
20 to fund the cost of storm water repair/improvements for residential properties within the
21 incorporated area of the Village.

22 **Section 4.** Upon adoption, the Village Clerk is hereby directed to send a copy of
23 this Resolution by United States mail, certified return receipt requested, to the Florida

1 Department of Revenue, the Miami-Dade County Department of Revenue Collection, and the
2 Miami-Dade County Property Appraiser by January 1, 2015.

3 **Section 5.** All resolutions or parts of resolutions in conflict herewith are hereby
4 repealed to the extent of such conflict.

5 **Section 6.** If any clause, section, other part or application of this Resolution is held
6 by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it
7 shall not affect the validity of the remaining portions or applications of this Resolution.

8 **Section 7.** This Resolution shall take effect immediately upon its adoption.

9
10 PASSED AND ADOPTED this ____ day of _____, 2014.

11
12 **The foregoing resolution upon being**
13 **put to a vote, the vote was as follows:**

14
15 _____
16 David Coviello, Mayor

17
18 Attest:

19
20
21 _____
22 Maria C. Camara, Village Clerk

23
24
25 Approved as to form:

26
27
28
29 _____
30 John J. Hearn, Village Attorney

31
32
33 Mayor Coviello: _____
34 Vice Mayor Jonas: _____
35 Commissioner Anderson: _____
36 Commissioner Ross: _____
37 Commissioner Watts: _____

Exhibit A

**VILLAGE OF BISCAYNE PARK
PROOF OF PUBLICATION**

today of the Broward Sheriff's Office. The Court issued an Order Finding Probable Cause. You are required to serve a copy of your answer asserting any affirmative defenses with the Clerk of Court and the undersigned counsel on or before 11/21/14. Failure to file your defenses will result in a default being entered against you.

SCOTT ISRAEL
SHERIFF OF
BROWARD COUNTY
By: **TERRENCE O. LYNCH, ESQ.**
FL BAR #121355
2601 W. Broward Blvd.
Ft Lauderdale, FL 33312
(954) 831-8920

11/3-5-10-12 14-4-131/2368390M

Misc. General Notices

PUBLICATION SUMMONS

STATE OF WISCONSIN
CIRCUIT COURT
KENOSHA COUNTY
Case No.: 14-CV-1211
Case Classification: 30404
Foreclosure of Mortgage

Waukesha,
Wisconsin 53187-0766
You may have an attorney help or represent you.

If you do not demand a copy of the Complaint within forty (40) days, the Court may grant judgment against you for the award of money or other legal action requested in the Complaint, and you may lose your right to object to anything that is or may be incorrect in the Complaint. A judgment may be enforced as provided by law. A judgment awarding money may become lien against any real estate you own now or in the future, and may also be enforced by garnishment or seizure of property.

Dated this 17th day of October, 2014.

HIPPENMEYER, REILLY, MOODIE & BLUM, S.C.
By: **LORI J. FABIAN**
Attorneys for the Plaintiff,
Johnson Bank
State Bar No. 01045723

Address:
720 Clinton Street
P.O. Box 766
Waukesha, WI 53187-0766
Phone: (262) 549-8181
10/22-29 11/5 14-4-161/2363351M

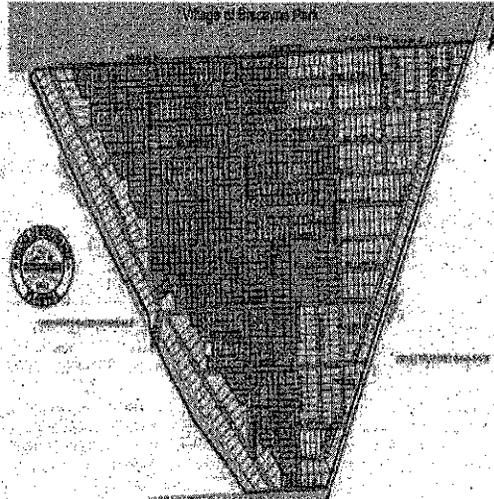


NOTICE OF INTENT TO USE UNIFORM METHOD FOR THE COLLECTION OF A NON-AD VALOREM TAX ASSESSMENT

The Village Commission of the Village of Biscayne Park, Florida, hereby provides notice, pursuant to section 197.3632(3)(a), Florida Statutes, of its intent to use the uniform method of collection non-ad valorem special assessments to be levied upon residential property, as defined in the resolution, within the municipal boundaries of the Village of Biscayne Park for funding the cost of Storm Water and/or Road Repair/Improvements within the Village, commencing January 1, 2016. The Village Commission will consider the adoption of a resolution stating its intent to use the uniform method of levying and collecting such assessments authorized by Section 197.3632, Florida Statutes, at a public hearing to be held at 7:00pm on December 2, 2014, at the Ed Burke Recreation Center, 11400 NE 9th Court, Biscayne Park, Florida 33161. Such resolution will state the need for the levy and will contain a legal description of the boundaries of the real property subject to the levy. All interested persons are invited to attend.

Anyone wishing to appeal any decision made by the Village Commission, with respect to this matter, will need a record of the proceeding and for such purpose may need to ensure that a verbatim record of the proceeding is made, which record includes the testimony and evidence upon which the appeal is to be based (FS 286.0105).

In accordance with Americans with Disabilities Act, persons needing special accommodations or an interpreter to participate in this proceeding should contact the Village Clerk by calling (305) 899 8000 at least seven (7) days prior to the date of the proceeding.



11/5

14-4-138/2369344M

ALAN YUCH, P.S. 1011P
1014 NW 8 STREET ROAD APT. 1
MIAMI FL 33136
(phone) (305) 307-1287
10/15-22-29 11/5 14-4-58/2359931M

JUDITH M. GONZALES
(Circuit Court Seal)
KRISTINA B. PETT, ESQ.
Attorney for Plaintiff
10/29 11/5-12-19 14-4-173/2366569M

Hearings

CITY OF MIAMI, FLORIDA

NOTICE OF PUBLIC HEARING

A public hearing will be held by the City Commission of the City of Miami, Florida on November 20, 2014 at 9:00 a.m., in the City Commission Chambers at City Hall, 3500 Pan American Drive, Miami, Florida, for the purpose of waiving the requirements of obtaining sealed competitive bids for the provision of an Automatic Text and Voice Announcement System Service for the Miami Trolleys

Inquiries from other service providers who feel they might be able to satisfy the City's requirement for services may contact Thomas J. Rodrigues, AICP at the Capital Improvements and Transportation Programs Department, at phone number (305) 416-1020.

The Miami City Commission requests all interested parties be present or represented at this meeting and are invited to express their views. Should any person desire to appeal any decision of the City Commission with respect to any matter considered at this meeting, that person shall ensure that a verbatim record of the proceedings is made, including all testimony and evidence upon which any appeal may be based (F.S. 286.0105).

In accordance with the Americans with Disabilities Act of 1990, persons needing special accommodations to participate in this proceeding may contact the Office of the City Clerk at (905) 250-5361 (Voice) no later than two (2) business days prior to the proceeding, or at (305) 250-5472 (TTY) no later than three (3) business days prior to the proceeding.



#22595

11/5

Todd B. Hannon
City Clerk

14-3-139/2369526M

YOU DON'T NEED TO REACH EVERYONE.

Just the right people.

Call 855.852.9562

(855-8LAWJOB)

to place your ad.

THE DEPARTMENT OF HIGHWAY SAFETY AND MOTOR VEHICLES

4A Body Shop Inc. Case No. MS-14-1198

The Department of Highway Safety and Motor Vehicles has filed an Administrative Complaint against you, a copy of which may be obtained by contacting the Office of the General Counsel at: 2900 Apalachee Parkway, Room A-430, MS-61, Tallahassee, Florida 32399, or by calling (850) 617-3006.

If you fail to file an election of rights with the Department by *November 26th, 2014, in a manner stated in the Administrative Complaint, you will waive your right to dispute the allegations of the Administrative Complaint and the Department may proceed to enter a Final Order based upon the allegations contained in the Administrative Complaint.
10/15-22-29 11/5 14-4-97/2360379M

THE DEPARTMENT OF HIGHWAY SAFETY AND MOTOR VEHICLES

Starlight Auto Brokers Inc. Case No. MS-14-1199

The Department of Highway Safety and Motor Vehicles has filed an Administrative Complaint against you, a copy of which may be obtained by contacting the Office of the General Counsel at: 2900 Apalachee Parkway, Room A-430, MS-61, Tallahassee, Florida 32399, or by calling (850) 617-3006.

If you fail to file an election of rights with the Department by *November 26th, 2014, in a manner stated in the Administrative Complaint, you will waive your right to dispute the allegations of the Administrative Complaint and the Department may proceed to enter a Final Order based upon the allegations contained in the Administrative Complaint.
10/15-22-29 11/5 14-4-98/2360380M

Misc. General Notices

3135 SW 3 Avenue, Miami, FL 33129, on or before DEC 26 2014, and file the original with the Clerk of the above-styled Court before service on the plaintiff's attorney or immediately thereafter; otherwise a default will be entered against you for the relief demanded in the Complaint.

WITNESS my hand and seal of this Court on NOV 05 2014.

In accordance with the Americans With Disabilities Act, persons with disabilities needing a special accommodation to participate in this proceeding should contact Miami-Dade County Courthouse, Circuit Civil Department, 73 West Flagler Street, Suite # 242 Miami, Florida 33130 (305) 349-7175, not later than seven (7) days prior to be the proceeding. If hearing impaired, (TDD) (305) 349-7174, or Voice (V) 1-800-955-8770, via Florida Relay Service.

Harvey Ruvin
CLERK OF THE CIRCUIT COURT

(Circuit Court Seal)
By: TOREY STEWART
Deputy Clerk
11/12-19-26 12/3 14-4-165/2371603M

NOTICE TO SHOW CAUSE AND NOTICE OF SUIT

IN THE CIRCUIT COURT OF THE 11TH JUDICIAL CIRCUIT OF FLORIDA IN AND FOR MIAMI-DADE COUNTY

GENERAL JURISDICTION DIVISION
CIVIL ACTION NO: 14-027866 CA 27

PARCEL NO(S): 100
STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, Petitioner,

vs.
THE HERTZ CORPORATION, ET AL.
Defendants.

STATE OF FLORIDA TO:

JOSEPH J. ARTUSO, JOSEPH L. LINCOLN, AS THE LAST SURVIVING DIRECTORS OF GE CAPITAL MODULAR SPACE, A/K/A TRANSPORT INTERNATIONAL POOL, INC. A DISSOLVED PENNSYLVANIA CORPORATION, AND AS SUCH TRUSTEES OF SAID DISSOLVED CORPORATION SERVE: JOSEPH J. ARTUSO, INDIVIDUALLY AND AS TRUSTEE

530 E. SWEDSFORD ROAD WAYNE, PA 19087
PARCEL 100

JOSEPH J. ARTUSO, JOSEPH L. LINCOLN, AS THE LAST SURVIVING DIRECTORS OF GE CAPITAL MODULAR SPACE, A/K/A TRANSPORT INTERNATIONAL POOL, INC. A DISSOLVED PENNSYLVANIA CORPORATION, AND AS SUCH TRUSTEES OF SAID DISSOLVED CORPORATION SERVE: JOSEPH L. LINCOLN, INDIVIDUALLY AND AS TRUSTEE

901 MAIN AVENUE NORWALK, CT 06851-1188
PARCEL 100

DEUTSCHE BANK AG NEW YORK BRANCH SERVE: JACQUES BRAND, CEO/PRESIDENT
60 WALL STREET NEW YORK, NY 10005
PARCEL 100

ALL KNOWN AND UNKNOWN OWNERS, LESSEES, EXECUTORS, ADMINISTRATORS, TRUSTEES, MORTGAGEES, CREDITORS, LIEN HOLDERS, PERSONS IN POSSESSION, AND ALL PERSONS, ESTATES, HEIRS, SUCCESSORS OR ASSIGNS HAVING OR CLAIMING ANY RIGHT, TITLE OR INTEREST IN THE PROPERTY.

To all said Defendants who are living, and if any or all Defendants are deceased, the unknown spouses, heirs, devisees, legatees, grantees, creditors, lienors or other parties claiming by, through, under or against any such deceased Defendant or Defendants, if alive, and if dead, their unknown spouses, heirs, devisees, legatees, grantees,

creditors, lienors or other parties claiming by, through, under or against any such deceased Defendant or Defendants, and all other parties having or claiming to have any right, title or interest in and to the property described in the Petition, to-wit:

SECTION N/A (ITEM SEGMENT: 250234-7)
STATE ROAD: N.W. 28TH STREET CONNECTOR MIAMI-DADE COUNTY

DESCRIPTION: FEE SIMPLE Parcel 100
FIN No. 250234-7

All that lot, piece or parcel of land situate, lying and being in Section 29, Township 35 South, Range 41 East, Miami-Dade County, Florida, being a portion of Tract "A" of DYNASTY EXPRESS PARK, according to the Plat thereof, as recorded December 28, 1990 in Plat Book 140 at Page 12 of the Public Records of Miami-Dade County, Florida and being more particularly described by metes and bound as follows, viz.:

Commence at the Northeast corner of said Tract "A"; thence S87°43'45"W for 80.47 feet to the Point of Beginning of the hereinafter described parcel of land; from said Point of Beginning, thence S02°02'32"E along the West line of Parcel 196, as described in that certain Order of Taking on behalf of Miami-Dade County, Florida, and recorded May 29, 2008 in Official Records Book 26402 at Page 3751 of the Public Records of Miami-Dade County, Florida, for 53.00 feet; thence departing said West line of Parcel 196, S87°43'45"W for 268.78 feet to a Point of Curvature of a circular curve concave to the Southeast; thence Southwesterly along the arc of said curve, having a radius of 38.00 feet and central angle of 82°18'21" for 54.59 feet to the Point of Tangency; thence S05°25'24"W for 46.91 feet to a Point of Non-Tangent Intersection with the arc of a circular curve concave to the Southwest, said curve being the West line of said Tract "A" and the East Right of Way line of N.W. 39th Avenue and with said Point of Non-Tangent Intersection bearing S84°34'36"E from the center of said curve; thence Northwesterly along said West line of Tract "A," the East Right of Way line of N.W. 39th Avenue and the arc of said curve, having a radius of 130.00 feet and a central angle of 89°53'29" for 158.58 feet to the Northwest corner of said Tract "A," with said Northwest corner of Tract "A" bearing N25°31'30"E from the center of said curve; thence N87°43'45"E along the North line of said Tract "A" for 381.14 feet to the Point of Beginning. Said Parcel contains 19,372.8 square feet or 0.44 acre, more or less.

Atkins/3-11-2013
OWNED BY: THE HERTZ CORPORATION, A DELAWARE CORPORATION

SECTION N/A (ITEM SEGMENT: 250234-7)
STATE ROAD: N.W. 28TH STREET CONNECTOR MIAMI-DADE COUNTY

DESCRIPTION: FEE SIMPLE Parcel 100
FIN No. 250234-7

ENCUMBERED BY: MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF LEASES AND RENTS AND FUTURE FILING RECORDED IN MIAMI-DADE COUNTY IN O.R. BOOK 27818 AT PAGE 2573 IN FAVOR OF: DEUTSCHE BANK AG NEW YORK BRANCH, IN ITS CAPACITY AS COLLATERAL AGENT FOR THE SECURED PARTIES UNDER THE SENIOR TERM CREDIT AGREEMENT.

INTEREST IF ANY OF: JOSEPH J. ARTUSO, JOSEPH L. LINCOLN, AS THE LAST SURVIVING DIRECTORS OF GE CAPITAL MODULAR SPACE, A/K/A TRANSPORT INTERNATIONAL POOL, INC. A DISSOLVED PENNSYLVANIA CORPORATION, AND AS SUCH TRUSTEES OF SAID DISSOLVED CORPORATION, TENANCY UNKNOWN.

INTEREST IF ANY OF: DIANE WILDSTEIN, LARRY WILDSTEIN, AS THE LAST SURVIVING DIRECTORS OF INTERAMERICAN CAR RENTAL, INC. A DISSOLVED FL CORPORATION, AND AS SUCH TRUSTEES OF SAID DISSOLVED CORPORATION, TENANCY UNKNOWN.

INTEREST IF ANY OF: MIAMI-DADE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, TENANCY UNKNOWN.

INTEREST IF ANY OF: ALL KNOWN AND UNKNOWN OWNERS, LESSEES, EXECUTORS, ADMINISTRATORS, TRUSTEES, MORTGAGEES, CREDITORS, LIEN HOLDERS, PERSONS IN POSSESSION, AND ALL PERSONS, ESTATES, HEIRS, SUCCESSORS OR ASSIGNS HAVING OR CLAIMING ANY RIGHT, TITLE OR INTEREST IN THE PROPERTY.

You are each notified that the Petitioner filed its sworn Petition and its Declaration of Taking in this Court against you, as Defendants, seeking to condemn by eminent domain proceedings the above-described property located in the State of Florida, County of Miami-Dade.

You are further notified that the Petitioner will apply to the Honorable Rosa I. Rodriguez, one of the Judges of this Court, on the 18th day of January, 2015, at 11:30 A.M., Room 405, in the Miami-Dade County Courthouse, Miami, Florida for an Order of Taking in this cause.

All Defendants to this suit may request a hearing and will be heard at the time and place designated. Any Defendant failing to file a request for hearing shall waive any right to object to the Order of Taking.

11/12-19 14-4-167/2371617M

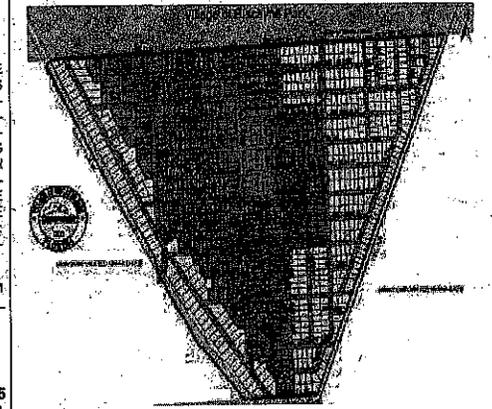


NOTICE OF INTENT TO USE UNIFORM METHOD FOR THE COLLECTION OF A NON-AD VALOREM TAX ASSESSMENT

The Village Commission of the Village of Biscayne Park, Florida, hereby provides notice, pursuant to section 197.3632(3)(a), Florida Statutes, of its intent to use the uniform method of collection non-ad valorem special assessments to be levied upon residential property, as defined in the resolution, within the municipal boundaries of the Village of Biscayne Park for funding the cost of Storm Water and/or Road Repair/Improvements within the Village, commencing January 1, 2016. The Village Commission will consider the adoption of a resolution stating its intent to use the uniform method of levying and collecting such assessments authorized by Section 197.3632, Florida Statutes, at a public hearing to be held at 7:00pm on December 2, 2014, at the Ed Burke Recreation Center, 11400 NE 9th Court, Biscayne Park, Florida 33161. Such resolution will state the need for the levy and will contain a legal description of the boundaries of the real property subject to the levy. All interested persons are invited to attend.

Anyone wishing to appeal any decision made by the Village Commission, with respect to this matter, will need a record of the proceeding and for such purpose may need to ensure that a verbatim record of the proceeding is made, which record includes the testimony and evidence upon which the appeal is to be based (FS 266.0105).

In accordance with Americans with Disabilities Act, persons needing special accommodations or an interpreter to participate in this proceeding should contact the Village Clerk by calling (305) 899-8000 at least seven (7) days prior to the date of the proceeding.



11/12-19-26 14-4-168/2372284M

Hearings



NOTICE OF PUBLIC HEARING VILLAGE OF BISCAYNE PARK

NOTICE IS HEREBY GIVEN that the Village Commission of the Village of Biscayne Park, Florida will hear the following non-use variance request at the Regular Commission Meeting to be held on **Tuesday, December 2, 2014, at 7:00PM**, at the **Ed Burke Recreation Center** located at **11400 NE 9th Court, Biscayne Park, FL 33161**.

Pursuant to Section 15.3 of the Code of Ordinances of the Code of Biscayne Park, Florida, the property owners hereby seek the following variance from the Village Code for their property located at:

**Mariana Ferro & Amalvis Alonso - 825 NE 113th St
Variance Request: Pool in the front set back**

All documentation pertaining to this notice may be inspected by the public at the Office of the Village Clerk in Village Hall, 640 NE 114th Street. Interested parties may appear at the meeting and be heard with respect to the proposed Ordinance.

In accordance with the provision 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 who require special accommodation to participate in the proceedings should call the Village Clerk's office at (305) 899-8000 no later than 48 hours prior to the proceeding for assistance. On day of meeting, if called in by 11:00am, we will do our best to accommodate your request.

Maria Camara, Village Clerk
11/7-12 14-3-73/2370722M

MIAMI-DADE COUNTY, FLORIDA PUBLIC NOTICE

NOTICE IS GIVEN that the Florida Association of Counties 2014-15 Legislative Conference will be held on **Wednesday, November 19, through Friday, November 21, 2014**, at the Marriott Tampa Waterside Hotel, 700 South Florida Avenue, Tampa, Florida 33602, Honorable Members of the Miami-Dade County Board of County Commissioners may be in attendance.

All interested parties may appear at the time and place specified:

HARVEY RUVIN, CLERK
CHRISTOPHER AGRIPPA, DEPUTY CLERK
11/12 14-4-158/2371563M

NOTICE

The Miami-Dade County Developmental Impact Committee Lower Council will review the following applications on **Wednesday, November 19, 2014 at the time indicated below**. The review will be held at the 11th Floor, Rear Conference Room, Stephen P. Clark Center, 111 NW First Street, Miami, FL. The applications to be reviewed are as follow:

- Zoning**
- 10:00 am 14-079 — Pinecrest Academy Inc. and Florida Power and Light Co. are requesting a modification of a previous resolution and a new request to permit a charter school with grades K-8 for 800 students. The subject property is approximately 4.5 acres in size and is located at 4301 SW 107 Avenue, Miami-Dade County, Florida.
 - 10:15 am 14-095 — Master Development, Inc. Et. Al. are requesting a zone change from IU-C, Controlled Industrial District, to BU-2, Special Business District, in order to develop the property with 113,000 sq. ft. of retail area and 6,800 sq. ft. of restaurant space. The subject property is approximately 13.02 acres in size and is located west of SW 137 Avenue, approximately 1,100' north of SW 8 Street, Miami-Dade County, Florida.
 - 10:30 am 14-116 — Department of Regulatory and Economic Resources is requesting a

Permitting Authority: Applications for air construction permits are subject to review in accordance with the provisions of Chapter 403, Florida Statutes (F.S.) and Chapters 62-4, 62-210 and 62-212 of the Florida Administrative Code (F.A.C.). The proposed project is not exempt from air permitting requirements and an air permit is required to perform the proposed work. The Permitting Authority responsible for making a permit determination for this project is the Miami-Dade County Department of Regulatory and Economic Resources (RER), Division of Environmental Resources Management, Air Quality Management. The Miami-Dade County Department of Regulatory and Economic Resources, Division of Environmental Resources Management, Air Quality Management is physically located at: 701 NW 1 Court, Suite 200, Miami, Florida 33136. The Miami-Dade County Department of Regulatory and Economic Resources, Division of Environmental Resources Management, Air Quality Management's mailing address is: 701 NW 1 Court, Suite 400, Miami, Florida 33136. The Miami-Dade County Department of Regulatory and Economic Resources, Division of Environmental Resources Management, Air Quality Management's telephone number is 305/372-6925.

Project File: A complete project file is available for public inspection during the normal business hours of 8:00 a.m. to 5:00 p.m., Monday through Friday (except legal holidays), at the physical address indicated above for the Permitting Authority. The complete project file includes the Draft Permit, the Technical Evaluation and Preliminary Determination, the application and information submitted by the applicant (exclusive of confidential records under Section 403.111, F.S.). Interested persons may contact the RER's project engineer for additional information at the address and phone number listed above.

Notice of Intent to Issue Air Permit: The RER gives notice of its intent to issue an air construction permit to the applicant for the project described above. The applicant has provided reasonable assurance that operation of proposed equipment will not adversely impact air quality and that the project will comply with all appropriate provisions of Chapter 24, Code of Miami-Dade County, and Chapters 62-4, 62-204, 62-210, 62-212, 62-296 and 62-297, F.A.C. The RER will issue a Final Permit in accordance with the conditions of the proposed Draft Permit unless a timely petition for an administrative hearing is filed under Sections 120.569 and 120.57, F.S. or unless public comment received in accordance with this notice results in a different decision or a significant change of terms or conditions.

Comments: The RER will accept written comments concerning the proposed Draft Permit for a period of 14 days from the date of publication of this Public Notice. Written comments must be received by the RER by close of business (5:00 p.m.) on or before the end of the 14-day period. If written comments received result in a significant change to the Draft Permit, the RER shall revise the Draft Permit and require, if applicable, another Public Notice. All comments filed will be made available for public inspection.

Petitions: A person whose substantial interests are affected by the proposed permitting decision may petition for an administrative hearing in accordance with Sections 120.569 and 120.57, F.S. Petitions filed by the applicant or any of the parties listed below must be filed within 14 days of receipt of this written notice of Intent to Issue Air Permit. Petitions filed by any persons other than those entitled to written notice under Section 120.60(3), F.S. must be filed within 14 days of publication of the attached Public Notice or within 14 days of receipt of this written notice of Intent to Issue Air Permit, whichever occurs first. Under Section 120.60(3), F.S., however, any person who asked the RER for notice of agency action may file a petition within 14 days of receipt of that notice, regardless of the date of publication. A petitioner shall mail a copy of the petition to the applicant at the address indicated above, at the time of filing. A petition for administrative hearing must contain the information set forth below and must be filed (received) with the RER, Division of Environmental Resources Management, Air Quality Management at 701 NW 1 Court, Suite 400, Miami, Florida 33136 (Telephone: 305-372-6925). The failure

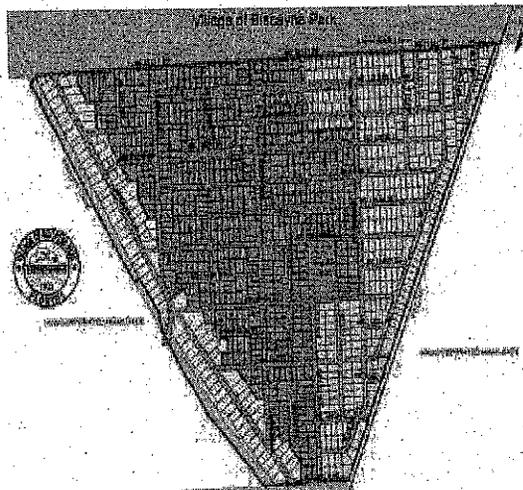


NOTICE OF INTENT TO USE UNIFORM METHOD FOR THE COLLECTION OF A NON-AD VALOREM TAX ASSESSMENT

The Village Commission of the Village of Biscayne Park, Florida, hereby provides notice, pursuant to section 197.3632(3)(a), Florida Statutes, of its intent to use the uniform method of collection non-ad valorem special assessments to be levied upon residential property, as defined in the resolution, within the municipal boundaries of the Village of Biscayne Park for funding the cost of Storm Water and/or Road Repair/Improvements within the Village, commencing January 1, 2016. The Village Commission will consider the adoption of a resolution stating its intent to use the uniform method of levying and collecting such assessments authorized by Section 197.3632, Florida Statutes, at a public hearing to be held at 7:00pm on December 2, 2014, at the Ed Burke Recreation Center, 11400 NE 9th Court, Biscayne Park, Florida 33161. Such resolution will state the need for the levy and will contain a legal description of the boundaries of the real property subject to the levy. All interested persons are invited to attend.

Anyone wishing to appeal any decision made by the Village Commission, with respect to this matter, will need a record of the proceeding and for such purpose may need to ensure that a verbatim record of the proceeding is made, which record includes the testimony and evidence upon which the appeal is to be based (FS 286.0105).

In accordance with Americans with Disabilities Act, persons needing special accommodations or an interpreter to participate in this proceeding should contact the Village Clerk by calling (305) 899 8000 at least seven (7) days prior to the date of the proceeding.



11/12-19-26

14-4-188/2372284M

Tell our Advertisers

Hearings

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY given that a **Public Hearing** will be held by the Miami-Dade County Board of County Commissioners in the Commission Chambers, located on the Second Floor of the Stephen P. Clark Center, 111 N.W. First Street, Miami, Florida, 33128, during a meeting to begin at approximately **9:30 AM on Tuesday, December 2, 2014**, where a transit project/plan will be considered:

TRANSIT DEVELOPMENT PLAN (TDP) MAJOR UPDATE - COVERING THE TEN-YEAR PERIOD FROM FY 2015 TO FY 2024

The TDP Major Update presents the operational and capital improvement needs of Miami-Dade Transit (MDT) and also serves as a planning tool to identify future MDT needs for the implementation and operation of transit service.

The State of Florida Public Transit Block Grant Program was enacted by the Florida Legislature to provide a stable source of state funding for public transportation. The Block Grant Program requires public transit service providers to develop and adopt a Transit Development Plan (TDP). A TDP major update is required every five years and TDP annual updates are required in Interim years.

At the hearing, the Committee will afford an opportunity for interested persons or agencies to be heard with respect to the social, economic, and environmental aspects of these projects presented within the TDP or the Plan in its entirety. Interested persons may submit orally or in writing evidence and recommendations with respect to said projects.

A person who decides to appeal any decision made by any board, agency, or commission with respect to any such matter considered at its meeting or hearing will need a record of all proceedings. Such person may need to ensure that a verbatim record of the proceedings is made, including testimony and evidence upon which the appeal is based.

Miami-Dade County provides equal access and equal opportunity in employment and does not discriminate on the basis of disability in its programs or services. Auxiliary aids and services for communication are available with advance notice. This form can be made available in accessible format upon request (audiotape, Braille, or computer disk). For material in alternate format, a sign-language interpreter, or other accommodations, please contact Marcos Ortega at (786) 469-5225. Customers using TDD, please call through the Florida Relay Service 1 (800-955-8771) at least five (5) days in advance.

11/19

14-3-55/2375065M

**PUBLIC HEARING
NOTICE BY MIAMI SHORES VILLAGE
OF THEIR INTENT TO CONSIDER UTILIZATION
OF THE UNIFORM METHOD OF LEVY,
COLLECTION AND ENFORCEMENT OF
NON-AD VALOREM ASSESSMENTS
AUTHORIZED PURSUANT TO
SECTION 197.3632, FLORIDA STATUTES**

The Miami Shores Village Council hereby gives notice that the Council will consider utilization of the uniform method of levy, collection and enforcement of non-ad valorem assessments authorized pursuant to section 197.3632, Florida Statutes at its regularly scheduled Council meeting of December 2, 2014. If the Council determines to utilize the uniform method of collection for non-ad valorem assessments, such assessments will be levied on all benefited property for the purpose of construction of certain sanitary sewer facilities and water line upgrades in

****Council Chambers**

Thursday, December 18, 2014 at 9:00 am
Red Light Camera Local Hearing
****Council Chambers**

Thursday, December 18, 2014 at 2:00 pm
Special Magistrate Hearing
****Council Chambers**

*The 1st Floor Multipurpose Room is located at the City of Doral Government Center, 1st Floor, 8401 NW 53rd Terrace, Doral, FL 33168.

**The Council Chambers is located at the City of Doral, Government Center, 3rd Floor, 8401 NW 53rd Terrace, Doral, FL 33168.

NOTE: All meetings are subject to change and additional public meetings may take place throughout the month. Please refer to the City's website at www.cityofdoral.com for regular updates.

If a person decides to appeal any decision made by the City Council with respect to any matter considered at a meeting or hearing, that person will need a record of the proceedings and, for such purpose, may need to ensure that a verbatim record of the proceedings is made, which includes the testimony and evidence upon which the appeal is to be based.

The City of Doral complies with the provisions of the Americans with Disabilities Act. Individuals with disabilities requiring special accommodations or assistance should contact the **City of Doral at (305) 593-6725** of such need at least three (3) business days in advance.

Barbara Herrera, CMC
City Clerk, City of Doral
 14-4-172/2377168M

11/26

Seizures & Forfeitures

NOTICE OF SEIZURE
DEPARTMENT OF TREASURY
INTERNAL REVENUE SERVICE

The following asset was voluntarily surrendered on November 7, 2014, in the Miami, Florida area pursuant to Title 18 U.S.C. § 981(a)(1)(C):

Property Description:

2011 Mercedes Benz CL63 AMG

Any person claiming an ownership interest in this property must file a Claim with the Internal Revenue Service-Criminal Investigation, Special Agent in Charge, at 850 Trafalgar Court, Suite 200, Maitland, FL 32751; Attn: Chuck Evans, AFC, on or before, **January 9, 2015**; otherwise, the property will be forfeited and disposed of according to law. Call IRS at (850) 475-7423 for further information in reference to Seizure # 59150010-01.

11/26 12/3-10 14-4-173/2377299M

NOTICE OF FORFEITURE COMPLAINT

TO: ALL PERSONS OR ENTITIES, KNOWN OR UNKNOWN, WHO HAVE ANY LEGAL RIGHT, TITLE, OR INTEREST IN THE ABOVE-STYLED PROPERTY TO WIT:

\$18,020.00 IN U.S. CURRENCY;
\$13,414.00 IN U.S. CURRENCY;
TWO (2)

YELLOW METAL NECKLACES;
TWO (2)

YELLOW METAL PENDANTS;
ONE (1)

YELLOW METAL BRACELET

YOU ARE NOTIFIED that pursuant to §§932.701-707, Fla. Stat. (2014), the "Florida Contraband and Forfeiture Act", a forfeiture action/complaint has been filed against the above described property in Miami-Dade County Florida, under Court Case No. 14-26395 CA 23, for the purpose

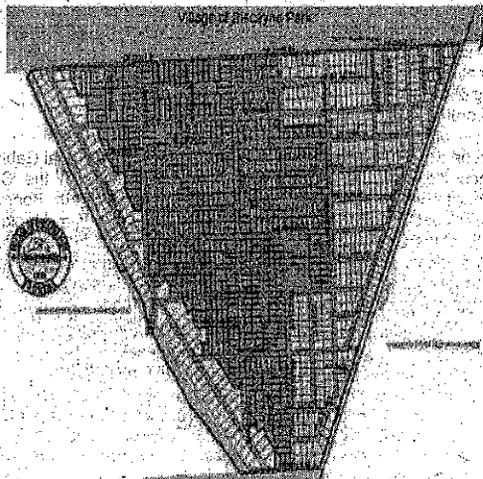


NOTICE OF INTENT TO USE UNIFORM METHOD FOR THE COLLECTION OF A NON-AD VALOREM TAX ASSESSMENT

The Village Commission of the Village of Biscayne Park, Florida, hereby provides notice, pursuant to section 197.3632(9)(a), Florida Statutes, of its intent to use the uniform method of collection non-ad valorem special assessments to be levied upon residential property, as defined in the resolution, within the municipal boundaries of the Village of Biscayne Park for funding the cost of Storm Water and/or Road Repair/Improvements within the Village, commencing January 1, 2016. The Village Commission will consider the adoption of a resolution stating its intent to use the uniform method of levying and collecting such assessments authorized by Section 197.3632, Florida Statutes, at a public hearing to be held at 7:00pm on December 2, 2014, at the Ed Burke Recreation Center, 11400 NE 9th Court, Biscayne Park, Florida 33161. Such resolution will state the need for the levy and will contain a legal description of the boundaries of the real property subject to the levy. All interested persons are invited to attend.

Anyone wishing to appeal any decision made by the Village Commission, with respect to this matter, will need a record of the proceeding and for such purpose may need to ensure that a verbatim record of the proceeding is made, which record includes the testimony and evidence upon which the appeal is to be based. (FS 286.0105).

In accordance with Americans with Disabilities Act, persons needing special accommodations or an interpreter to participate in this proceeding should contact the Village Clerk by calling (305) 899-8000 at least seven (7) days prior to the date of the proceeding.



11/12-19-26

14-4-188/2372284M

upon **BEARBERG, GRAYSON & KUKOFF, P.A.**, Attorneys for Plaintiff, whose address is 25 SE 2nd Avenue, Suite 730; Miami, FL 33131, within thirty (30) days after the first publication of this notice or on or before JAN 6 2015 file the original with the clerk of this Court either before service on Plaintiff's attorney or immediately thereafter; otherwise a default will be entered against you for the relief demanded in the Complaint.

WITNESS my hand and seal of this Court on the 14 day of Nov; 2014.

HARVEY RUVIN
 Circuit and County Courts
 (Circuit Court Seal)
 By: **DAMARIS LUNA**
 Deputy Clerk
 11/20/26 12/4-11 14-4-35/2374813M

NOTICE OF ACTION FOR EJECTMENT

IN THE CIRCUIT COURT OF THE 11TH JUDICIAL CIRCUIT IN AND FOR MIAMI-DADE COUNTY, FLORIDA
 CASE NO.: 14-026904-CA-01
 CIVIL DIVISION
 ESTATE OF GUSTAVO FUERTE, Plaintiff,
 v.
MANUEL AGUILERA IBORRA, Defendant.
 TO: **MANUEL AGUILERA IBORRA**, 2300 SW 64 Avenue Miami, FL 33155

YOU ARE NOTIFIED that an action for ejectment of real property has been filed against you and that you are required to serve a copy of your written defenses, if any, to the ESTATE OF GUSTAVO FUERTES' attorney of record, **SWIMMER LAW ASSOCIATES, P.A.**, whose address is 1680 Michigan Ave., Suite 1014, Miami Beach, FL 33139, on or before JAN 02 2015, and file the original with the Clerk of this Court at 73 West Flagler Street, Miami, Florida 33130, before service on Plaintiff or immediately thereafter. If you fail to do so, a default may be entered against you for the relief demanded

COALITION OF MIAMI-DADE/MONROE

is seeking candidates to fill several private-sector member positions, including Governor appointed members, on its **Board of Directors**. Candidates must reside in Florida and be one of the following individuals associated with a private-sector business entity conducting business in Miami-Dade or Monroe County:

- An owner having at least a 10% ownership interest in the business entity;
- The CEO or COO of the business entity;
- A business executive or employee of the business entity who is at the management level or higher with optimum policy making or hiring authority; or
- An individual who previously met one of the criteria aforementioned, but is retired from the business entity. The candidate (or candidate's relative) must not be a childcare business owner or employee.

- Candidates must have:**
- Several years of executive leadership experience;
 - A deep passion for early childhood education;
 - Understanding and commitment to the organization's mission;
 - Ability to commit time to the organization;
 - Community involvement and engagement.

Please contact **Lisa Sanabria at (305) 646-7220 x. 246** for an application, or visit our website, www.elcmdm.org and click on the Board of Director's Application link on the homepage. Applications must be submitted by **02/28/2015**.

11/26-28 12/1-2-3-4-5-8-9-10 14-4-160/2376752M

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1-877-256-2472

Exhibit B

**VILLAGE OF BISCAYNE PARK
MUNICIPAL BOUNDARIES**

Beginning at the Northeast corner of Lot 4, Block 9, Bellevue Biscayne Subdivision as recorded in the Public Records of Dade County, Florida, in Plat Book 17, page 29; said beginning point being further described as the intersection of the Southeasterly right-of-way line of the Dixie Highway and the Southwesterly right-of-way line of Biscayne Canal, as now laid out and platted; thence Easterly on a straight line to the intersection of the center line of Griffing Boulevard and Eighth Street (NE 121st Street) as shown on a plat of Biscayne Park Estates, recorded in Plat Book 5, page 107, Public Records of Dade County, Florida, thence east along the center line of Eighth Street (NE 121st Street) as shown on the following recorded plats: Biscayne Park Estates, Plat Book 8, page 18, Biscayne Park Estates, Plat Book 15, page 53, Biscayne Park Estates, Plat Book 8, page 21; Biscayne Park Estates, Plat Book 7, page 129, Biscayne Park Estates, Plat Book 35, page 44, Palomar, Plat Book 7, page 158, and Palomar, Plat Book 35, page 43, thence continuing east along NE 121st Street, produced in a straight line, to its intersection with the Westerly right-of-way line of the Florida East Coast Railroad; thence Southwesterly along the Westerly right-of-way line of the Florida East Coast Railroad to its intersection with the center line, produced east in a straight line, of First Street (NE 107th Street) as shown on a plat of Biscayne Park Estates, recorded in Plat Book 14, page 1; thence west along aforesaid produced center line of NE 107TH Street, Davis Addition to Biscayne Park Estates, Plat Book 45, Page 59 and as shown on aforesaid plat of Biscayne Park Estates, Plat Book 14, page 1, to its intersection with the Westerly right-of-way line of Biscayne Canal; thence Northwesterly along the Westerly right-of-way line of the Biscayne Canal to its intersection with a line thirty-five (35) feet east of and parallel to the west line of the NE ¼ of Sec. 31-Twp. 52 South-Rgs. 42 East; thence North across Biscayne Canal along aforesaid line thirty-five (35) feet east of and parallel to the west line of the NE ¼ of Sec. 31-52-42 to its intersection with the Easterly right-of-way line of Biscayne Canal; thence Northwesterly along the Easterly right-of-way line of Biscayne Canal 500 feet; thence Southwesterly across Biscayne Canal and at right angles thereto to the Westerly right-of-way line of Biscayne Canal; thence Northwesterly along the Westerly right-of-way line of Biscayne Canal to the Point of Beginning.

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3 **RESOLUTION NO. 2014-93**
4

5 **A RESOLUTION OF THE MAYOR AND VILLAGE COMMISSION OF**
6 **THE VILLAGE OF BISCAYNE PARK, FLORIDA, AUTHORIZING**
7 **THE APPROPRIATE VILLAGE OFFICIALS TO EXECUTE AN**
8 **INTERGOVERNMENTAL COOPERATION AGREEMENT WITH THE**
9 **MIAMI-DADE COUNTY OFFICE OF THE PROPERTY APPRAISER**
10 **ON BEHALF OF THE MIAMI-DADE COUNTY TAX COLLECTOR TO**
11 **FACILITATE THE COLLECTION OF NON-AD VALOREM**
12 **ASSESSMENTS FOR THE PROVISION OF ROAD**
13 **REPAIR/IMPROVEMENTS WITHIN THE VILLAGE; PROVIDING**
14 **FOR AN EFFECTIVE DATE**

15
16 **WHEREAS**, the Village Commission of the Village of Biscayne Park, Florida has
17 authorized a special assessment to fund the provision of road repair/improvements within the
18 Village commencing with the fiscal year beginning on October 1, 2015; and

19 **WHEREAS**, it is in the best interests of the Village of Biscayne Park to authorize the
20 appropriate Village officials to execute and enter into an intergovernmental cooperation
21 agreement with the Miami-Dade County Office of the Property Appraiser on behalf of the
22 Miami-Dade County Tax Collector to facilitate the collection of non-ad valorem assessments
23 for the provision of road repair/improvements within the Village;

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

26 **Section 1.** The foregoing “Whereas” clauses are true and correct and hereby
27 ratified and confirmed by the Village Commission.

28 **Section 2.** The appropriate Village officials are hereby authorized to enter into an
29 intergovernmental agreement with the Miami-Dade County Property Appraiser on behalf of the
30 Miami-Dade County Tax Collector for the collection of non-ad valorem assessments to fund
31 the costs of road repair/improvements located within the municipal boundaries of the Village,
32 attached hereto and incorporated herein as Exhibit “A”.

1 **Section 3.** This Resolution shall take effect immediately upon its adoption.

2

3 PASSED AND ADOPTED this ___ day of _____, 2014.

4

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

6

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8

 David Coviello, Mayor

Mayor Coviello: _____

9

Vice Mayor Jonas: _____

10

Commissioner Anderson: _____

11

Attest:

Commissioner Ross: _____

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Commissioner Watts: _____

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 Maria C. Camara, Village Clerk

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Approved as to form:

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 John J. Hearn, Village Attorney

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Exhibit A

**VILLAGE OF BISCAYNE PARK
MUNICIPAL BOUNDARIES**

Beginning at the Northeast corner of Lot 4, Block 9, Bellevue Biscayne Subdivision as recorded in the Public Records of Dade County, Florida, in Plat Book 17, page 29; said beginning point being further described as the intersection of the Southeasterly right-of-way line of the Dixie Highway and the Southwesterly right-of-way line of Biscayne Canal, as now laid out and platted; thence Easterly on a straight line to the intersection of the center line of Griffing Boulevard and Eighth Street (NE 121st Street) as shown on a plat of Biscayne Park Estates, recorded in Plat Book 5, page 107, Public Records of Dade County, Florida, thence east along the center line of Eighth Street (NE 121st Street) as shown on the following recorded plats: Biscayne Park Estates, Plat Book 8, page 18, Biscayne Park Estates, Plat Book 15, page 53, Biscayne Park Estates, Plat Book 8, page 21; Biscayne Park Estates, Plat Book 7, page 129, Biscayne Park Estates, Plat Book 35, page 44, Palomar, Plat Book 7, page 158, and Palomar, Plat Book 35, page 43, thence continuing east along NE 121st Street, produced in a straight line, to its intersection with the Westerly right-of-way line of the Florida East Coast Railroad; thence Southwesterly along the Westerly right-of-way line of the Florida East Coast Railroad to its intersection with the center line, produced east in a straight line, of First Street (NE 107th Street) as shown on a plat of Biscayne Park Estates, recorded in Plat Book 14, page 1; thence west along aforesaid produced center line of NE 107TH Street, Davis Addition to Biscayne Park Estates, Plat Book 45, Page 59 and as shown on aforesaid plat of Biscayne Park Estates, Plat Book 14, page 1, to its intersection with the Westerly right-of-way line of Biscayne Canal; thence Northwesterly along the Westerly right-of-way line of the Biscayne Canal to its intersection with a line thirty-five (35) feet east of and parallel to the west line of the NE ¼ of Sec. 31-Twp. 52 South-Rgs. 42 East; thence North across Biscayne Canal along aforesaid line thirty-five (35) feet east of and parallel to the west line of the NE ¼ of Sec. 31-52-42 to its intersection with the Easterly right-of-way line of Biscayne Canal; thence Northwesterly along the Easterly right-of-way line of Biscayne Canal 500 feet; thence Southwesterly across Biscayne Canal and at right angles thereto to the Westerly right-of-way line of Biscayne Canal; thence Northwesterly along the Westerly right-of-way line of Biscayne Canal to the Point of Beginning.

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3 **RESOLUTION NO. 2014-94**
4

5 **A RESOLUTION OF THE MAYOR AND VILLAGE COMMISSION OF**
6 **THE VILLAGE OF BISCAYNE PARK, FLORIDA, AUTHORIZING**
7 **THE APPROPRIATE VILLAGE OFFICIALS TO EXECUTE AN**
8 **INTERGOVERNMENTAL COOPERATION AGREEMENT WITH THE**
9 **MIAMI-DADE COUNTY OFFICE OF THE PROPERTY APPRAISER**
10 **ON BEHALF OF THE MIAMI-DADE COUNTY TAX COLLECTOR TO**
11 **FACILITATE THE COLLECTION OF NON-AD VALOREM**
12 **ASSESSMENTS FOR THE PROVISION OF STORM WATER**
13 **REPAIR/IMPROVEMENTS WITHIN THE VILLAGE; PROVIDING**
14 **FOR AN EFFECTIVE DATE**

15
16 **WHEREAS**, the Village Commission of the Village of Biscayne Park, Florida has
17 authorized a special assessment to fund the provision of storm water repair/improvements
18 within the Village commencing with the fiscal year beginning on October 1, 2015; and

19 **WHEREAS**, it is in the best interests of the Village of Biscayne Park to authorize the
20 appropriate Village officials to execute and enter into an intergovernmental cooperation
21 agreement with the Miami-Dade County Office of the Property Appraiser on behalf of the
22 Miami-Dade County Tax Collector to facilitate the collection of non-ad valorem assessments
23 for the provision of storm water repair/improvements within the Village;

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

26 **Section 1.** The foregoing “Whereas” clauses are true and correct and hereby
27 ratified and confirmed by the Village Commission.

28 **Section 2.** The appropriate Village officials are hereby authorized to enter into an
29 intergovernmental agreement with the Miami-Dade County Property Appraiser on behalf of the
30 Miami-Dade County Tax Collector for the collection of non-ad valorem assessments to fund
31 the costs of storm water repair/improvements located within the municipal boundaries of the
32 Village, attached hereto and incorporated herein as Exhibit “A”.

1 **Section 3.** This Resolution shall take effect immediately upon its adoption.

2

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

4

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

6

7

8

David Coviello, Mayor

Mayor Coviello: _____

9

Vice Mayor Jonas: _____

10

Commissioner Anderson: _____

11

Attest:

Commissioner Ross: _____

12

Commissioner Watts: _____

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Maria C. Camara, Village Clerk

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Approved as to form:

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John J. Hearn, Village Attorney

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Exhibit A

**VILLAGE OF BISCAYNE PARK
MUNICIPAL BOUNDARIES**

Beginning at the Northeast corner of Lot 4, Block 9, Bellevue Biscayne Subdivision as recorded in the Public Records of Dade County, Florida, in Plat Book 17, page 29; said beginning point being further described as the intersection of the Southeasterly right-of-way line of the Dixie Highway and the Southwesterly right-of-way line of Biscayne Canal, as now laid out and platted; thence Easterly on a straight line to the intersection of the center line of Griffing Boulevard and Eighth Street (NE 121st Street) as shown on a plat of Biscayne Park Estates, recorded in Plat Book 5, page 107, Public Records of Dade County, Florida, thence east along the center line of Eighth Street (NE 121st Street) as shown on the following recorded plats: Biscayne Park Estates, Plat Book 8, page 18, Biscayne Park Estates, Plat Book 15, page 53, Biscayne Park Estates, Plat Book 8, page 21; Biscayne Park Estates, Plat Book 7, page 129, Biscayne Park Estates, Plat Book 35, page 44, Palomar, Plat Book 7, page 158, and Palomar, Plat Book 35, page 43, thence continuing east along NE 121st Street, produced in a straight line, to its intersection with the Westerly right-of-way line of the Florida East Coast Railroad; thence Southwesterly along the Westerly right-of-way line of the Florida East Coast Railroad to its intersection with the center line, produced east in a straight line, of First Street (NE 107th Street) as shown on a plat of Biscayne Park Estates, recorded in Plat Book 14, page 1; thence west along aforesaid produced center line of NE 107TH Street, Davis Addition to Biscayne Park Estates, Plat Book 45, Page 59 and as shown on aforesaid plat of Biscayne Park Estates, Plat Book 14, page 1, to its intersection with the Westerly right-of-way line of Biscayne Canal; thence Northwesterly along the Westerly right-of-way line of the Biscayne Canal to its intersection with a line thirty-five (35) feet east of and parallel to the west line of the NE ¼ of Sec. 31-Twp. 52 South-Rgs. 42 East; thence North across Biscayne Canal along aforesaid line thirty-five (35) feet east of and parallel to the west line of the NE ¼ of Sec. 31-52-42 to its intersection with the Easterly right-of-way line of Biscayne Canal; thence Northwesterly along the Easterly right-of-way line of Biscayne Canal 500 feet; thence Southwesterly across Biscayne Canal and at right angles thereto to the Westerly right-of-way line of Biscayne Canal; thence Northwesterly along the Westerly right-of-way line of Biscayne Canal to the Point of Beginning.



Village of Biscayne Park Commission Agenda Report

Village Commission Meeting Date: December 2, 2014

Subject: Resolution 2014 – 90 Establishing Rules and Procedures for the Village of Biscayne Park Parks and Recreation Department

Prepared By: Heidi Shafran, AICP, Village Manager

Sponsored By: Staff

BACKGROUND

Currently, the Village of Biscayne Park lacks any uniform rules and procedures for its parks and recreation programs. The establishment of these rules, and approval by Resolution by the Village Commission, will allow Village Staff to appropriately maintain the quality of life for all visitors to its park programs and facilities. These rules will be a supplement to Code Section 16.17 which addresses Recreation Facility Permits.

The proposal rules and procedures include, but are not limited, to the following areas:

- Establishes authority of Village of Biscayne Park Police Department and Park Department employees to enforce all State, County and Village laws within all parks and other areas maintained and operated by the Parks Department.
- Prohibits vehicles, bicycles, tricycles, motorcycles, scooters, dirt bikes and go carts on park property.
- Establishes rules for parking including prohibiting parking on medians unless authorized by the Village Manager.
- Sets rules for the use of park property, prohibiting destruction of park property, protection and preservation of wildlife and the use specific areas such as the basketball courts, picnic areas and fields.
- Limiting noise, drugs and alcohol, vending and fireworks.

December 2, 2014

Commission Agenda Report

Resolution 2014-90 Establishing Rules and Procedures for the Village of Biscayne Park Parks and Recreation Department

FISCAL / BUDGET IMPACT

The proposed rules were developed by Village Staff and reviewed by the Village Attorney.

STAFF RECOMMENDATION

Staff recommends approval of Resolution 2014-90.

ATTACHMENTS

- Resolution No. 2014-90
- Village of Biscayne Park Parks and Recreation Department Rules and Procedures

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PASSED AND ADOPTED this ____ day of _____, 2014.

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

David Coviello, Mayor

Attest:

Maria C. Camara, Village Clerk

Approved as to form:

Village Attorney

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

**VILLAGE OF BISCAYNE PARK
PARKS AND RECREATION DEPARTMENT RULES AND PROCEDURES
December 2014**

Definitions

When used herein the following definitions shall apply:

- (a) The terms "parks," "parkways," "recreational areas," and other "areas operated and maintained by the Village of Biscayne Park Public Works/Parks and Recreation Department" are defined to mean parks, wayside parks, parkways, playgrounds, recreation fields, buildings therein and all public service facilities, buildings, and structures in the Village of Biscayne Park which are under the control of or assigned for upkeep, maintenance or operation by the Public Works and/ or Parks and Recreation Department.
- (b) The term "park property" when used hereinafter is defined to cover all areas, buildings, locations, and facilities described in the foregoing paragraph.
- (c) The terms "Parks Department" or "the Department" when used hereinafter are defined as the "Village of Biscayne Park Parks and Recreation Department" and the term "Department Manager" refers to the Manager of Parks and Recreation or designee.
- (d) The term "Department Employee" refers to the individuals employed by the Parks and Recreation Department with the responsibility for the safe management, security, operation and maintenance of the park facilities.
- (e) In construing the provisions hereof and each and every word, phrase or part thereof, where the context will permit, the definitions provided in Section 1.01 Florida Statutes shall apply.
- (f) Groups shall be defined to mean twelve (12) or more persons.
- (g) Non-resident shall be defined to mean all persons not residing within the corporate limits of the Village of Biscayne Park, Florida.
- (h) Recreational facilities shall be defined to mean the recreational center and all parks and parcels owned or maintained by the Village of Biscayne Park which are used for recreational or competitive purposes.

Rule 1. Authority of Village of Biscayne Park Police Department officials and Park Department officials.

It shall be the duty and responsibility of the Village of Biscayne Park Police Department to enforce all State, County and Village laws and these police regulations within all parks and other areas maintained and operated by the Parks Department.

Rule 2. Traffic ordinances and state vehicle laws.

The traffic ordinances of Miami-Dade County, the Village of Biscayne Park and applicable State vehicle laws shall apply in and about all park property and in addition thereto the following traffic regulations

shall be applicable.

- (a) No person driving, operating, controlling or propelling any motorized vehicle shall only use the regularly designated paved roads or driveways, except when directed to do so by a Police Officer or Department employee. The provisions of this subsection shall not apply to the use of any self-propelled wheelchair, power wheelchair, electric scooter, or other mobility device by an individual with mobility impairment.
- (b) No driver or operator of any vehicle shall obstruct traffic or park or stop on any road, sidewalk or driveway except at places so designated or in case of an emergency beyond his control.

Rule 3. Trucks, buses, other heavy vehicles.

No truck, commercial vehicle, or bus of any type shall be driven on any restricted park road or property without special authorization from the Parks Department for the purpose of park work, service or activities except that trucks and buses used for transporting persons to a park for recreational purposes will be afforded use of ingress and egress of parking facilities as provided for conventional passenger vehicles.

Rule 4. Bicycles, tricycles, motorcycles, scooters, dirt bikes, go carts.

No person shall ride, drive or propel any motorcycle, dirt bike, go cart, electric scooter or similar vehicle on any but the regular vehicular roads or other designated uses or areas except that such vehicles, with motors shut off, may be pushed by hand not faster than a walk over grassy areas normally reserved for the use of pedestrians and no person shall deviate from compliance with all traffic ordinance provisions governing the operation of bicycles while on park property. Provisions of this rule shall not apply to the operation of these vehicles on those portions of park property specifically designated for such use. The provisions of these subsections shall not be applied to the use of self-propelled wheelchair, power wheelchair, or mobility device by an individual with mobility impairment.

Rule 5. Parking.

- (a) No person shall park a vehicle on park property other than in the regular designated facilities provided for that particular type of vehicle, unless directed otherwise by police officers or parks staff who are authorized to designate other areas for parking when conditions so warrant.
- (b) No vehicles are allowed to park on medians unless authorized by the Village Manager.

Rule 6. Preservation of property.

No person shall:

- (a) Destroy, damage or remove real property or improvements thereto, or movable or personal property, belonging to the Village of Biscayne Park.

**VILLAGE OF BISCAYNE PARK
PARKS AND RECREATION DEPARTMENT RULES AND PROCEDURES
December 2014**

- (b) Throw or deposit, or permit to be deposited or scattered upon any sidewalk, alley, medians, street or public passageway, or upon any public or private property, any waste or other material of any kind.
- (c) Tamper with, injure, deface, destroy or remove any sign, notice, marker, fire alarm box, fireplug, topographical survey monument, or any other personal property erected or placed by the Village of Biscayne Park.
- (d) Move, disturb, or take any earth, landscaping, stone or other material from any public street, park or other public ground.
- (e) No person shall write, paint, or draw any inscription, figure, or mark of any type on any public or private building or structure or other real or personal property, owned, operated, or maintained by the Village of Biscayne Park.
- (f) No fires shall be built by any person against or adjacent to any park building, structure, tree or plant or near the property of others or in any area of any park except in such areas as are specifically designated for fire building and for which permission has been given by the Parks Department.

Rule 7. Protection and preservation of wildlife.

- (a) No person shall molest, harm, frighten, kill, net, trap, snare, hunt, chase, shoot or throw or propel by any means missiles at any wildlife creature be it animal, bird or reptile roaming free about a park or in captivity in a cage, nor shall any person remove or possess the young of any wild animal or the nest or eggs of any reptile or bird or to collect, remove, possess, give away, sell or offer to sell, buy or offer to buy, or accept as a gift any specimen dead or alive of any animal within the park.
- (b) No person shall disobey posted notices prohibiting feeding animals, birds or reptiles which are on restricted diets.
- (c) No person shall place, dump, abandon or leave any animal, reptile or bird, either wild or domestic, on the grounds of any park.

Rule 8. Domestic Animals

- (a) No party owning or having charge, care, custody or control of any dog into or upon any public park in the Village of Biscayne Park; provided, however, this provision shall not apply to parkways, and other park areas in which dogs are specifically authorized.

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- (b) Notwithstanding the above, upon approval by the Village Commission, dogs may be allowed in a public park for a Village approved event. If approved as provided, the Village shall take precautions to ensure proper pick up and disposal as necessary.

Rule 9. Picnic areas and use.

- a) No person shall build, light or cause to be lighted any fire upon the ground or other object in any area except in an approved grill, stove, fireplace or other suitable container without written permission from the Parks Department, nor shall any person starting a fire leave the area without extinguishing the fire.
- b) The Department Manger and/or employees of the parks staff will regulate activities in picnic areas when necessary to prevent congestion and to secure the maximum use for the comfort and convenience of all. If the facilities are crowded, persons holding picnics in any park picnic area, building or structure, will avoid using same to the exclusion of others for an unreasonable time, the determination of what is unreasonable being at the discretion of the parks staff. Use of the individual fireplaces, together with tables and benches, follows generally the rule of "first come, first served" unless individual has written consent (permit) to utilize the area.
- c) The picnic shelters/Tot Lot/Pavilion and the recreation facilities can be used on reservation which must be obtained in advance and must be for specific time and duration. However picnic shelters can be used by the public without charge during the unreserved periods. Reservations for picnic shelters shall be subject to the provision of the permit and use of the picnic area must comply with park rules of the same.

Rule 10.

- a) Other than village sponsored sports groups and teams, groups of 12 or more persons which wish to use the village recreational facilities must secure a permit.
- b) Permits for any fields or courts will be free of charge for residents of the village as long as they are not an organized group, a group of twelve (12) or more participants, a private business or are conducting a service for a fee. These types of activities will require a permit either at the recognized permit fee or rental fee depending on the activity. Non-residents can also receive a permit for a field or court, but in all cases, must pay for a permit or pay the rental fee. The issuance of a permit is at the sole discretion of the village and may be limited based on use, maintenance or other factors. Village recognized sports groups will have the first opportunity for permitting the fields or courts for practices or games.
- c) The regulations contained in this section shall govern all unofficial groups and nonresident participation conducted at recreational facilities.

Rule 11. Games, etc.

- d) No person or persons shall engage in rough or potentially dangerous games or practice for same, such as football, basketball, baseball, softball, horseshoes, quoits, tennis, volleyball, badminton or any other games, practice or exercise involving thrown or otherwise propelled objects such as balls, stones, arrows, javelins, shuttlecocks, model aircraft or roller skates except in the areas specifically designated and set aside for such recreational usages.

Rule 12. Fireworks and explosives.

- (a) No person may bring into, or have in that person's possession, or set off or otherwise cause to explode, discharge or burn in any park area or on any public lands or highways adjacent thereto, any firecrackers, torpedoes, rockets, or cannon or other fireworks or explosives of inflammable material that may explode, discharge or burn, unless that person first obtains a written permit from the Department Director.
- (b) Parents or guardians will be held strictly responsible and accountable for the actions of minors in regards to the prohibitions in the foregoing paragraph.

Rule 13. Refuse, trash, and destruction of park property.

- (a) No person will deposit or drop or place any refuse including but not limited to bottles, broken glass, ashes, paper, boxes, cans, dirt, rubbish, waste, garbage, tobacco products or containers of foil upon the ground or in or on any other park property except in the receptacles provided for trash disposal.
- (b) No person shall vandalize, deface or destroy any park property.
- (c) No Person shall deposit into any recycle bin or container any material other than that for which it is intended.

Rule 14. Noise.

No person entering or upon park and recreation areas shall make excessive unnecessary noise and all provisions of the Code of Ordinances shall apply to and be enforced in all park areas.

Rule 15. Intoxicating liquors, beer, wine, etc. and under the influence of drugs and/or alcohol intoxication

- (a) Drinking of alcoholic liquors or beverages and the bringing of such into the park areas shall be permitted only for Village sponsored or sanctioned events and only upon the written authorization by the Village Manager and/or Department Manager.

- (b) No person who is intoxicated or under the influence of drugs will be permitted entry to parks or recreation areas and if discovered therein will be ejected forthwith.

Rule 16. Proper use of Facilities

- (a) No person will loiter or prowl (loitering defined as stand or wait around idly or without apparent purpose or travel indolently and with frequent pauses) in or around any recreation center, restroom, picnic area, wooded or natural area.
- (b) Loitering and prowling is considered waiting by a restroom or other public facility for more than 15 minutes with no legitimate purpose associated with the location. A proper purpose maybe waiting for an occupant to enter or exit the premise and/or waiting for access to the premises for the purpose in which it was constructed. However should the person loiter or prowl the location for 15 minute period the person shall be considered loitering and or prowling.
- (c) Unless the Department Manager otherwise authorizes in writing, financial arrangement in connection with activities held in a park either on a reserved basis or otherwise must be made outside the limits of the park, and the sale of tickets, acceptance of money, soliciting or accepting donations or offerings for food, drink or refreshment, in order to defray the expenses of a picnic or to realize a profit there from is prohibited and subjects a permit holder to immediate cancellation of said permit.
- (d) No loitering or queuing is allowed within the fenced area of the basketball court. Only those actively playing shall be allowed on the basketball courts. Those waiting to play must do so behind the fenced in area. The Village, at its discretion, may require registration for use of the court.

Rule 17. Merchandising, vending, peddling, etc.

No person, persons, organizations or firms other than the parks department or regularly licensed concessionaires acting by and under the authority of the Village will expose or offer for sale, rent or trade, any article or thing, or station or place any stand, cart, or vehicle for the transportation, sale or display of any article or merchandise within the limits of any park or recreation area except for Village sponsored events.

Rule 18. No trespassing during closing hours.

No person shall be or remain in any part of any park between the closing of the park and its reopening on the following day.



Village of Biscayne Park Commission Agenda Report

Village Commission Meeting Date: December 2, 2014

Subject: Code Review Board Proposed
Changes - Chapter 5

Prepared By: Gage Hartung, Chair Code Review
Board; Maria Camara, Village Clerk

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.

This item was discussed at the October 7, 2014, commission meeting and additional information was requested by the Commission. After discussion at the November 6th meeting, the Commission gave direction to draft the ordinance for first reading at the next meeting and to incorporate language that would provide some form of mitigation for the large trees in the swale areas.

Following the November 6th meeting, language was drafted for the mitigation of the large trees and the Code Review Board provided additional edits to the proposed language. It was determined that additional discussion on the new language take place before going forward with the first reading.

Fiscal / Budget Impact

N/A

December 2, 2014

Commission Agenda Report

Proposed Changes to Chapter 5

Recommendation

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

Attachments

- Proposed language for mitigation of larger trees in the swales.
- Updated language from the Code Review Board

November 7, 2014

Draft language for the mitigation of larger trees in the swale areas:

The Village will contribute based on available budgeted funds for the removal of a tree or any portion thereof that may pose a threat to public health and safety. Any portion of said tree that is not a direct threat is the responsibility of the property owner.

From: Gage Hartung [mailto:gagenmiami@gmail.com]
Sent: Thursday, November 20, 2014 5:19 PM
To: Heidi Shafran; Maria Camara; Krishan Manners; attyhearn@aol.com
Subject: Chapter 5 update

Good afternoon,

The Code Review Board met last night and reviewed chapter 5 per the directive of the Village Commission. Please see attached minutes and chapter 5. The board made the following suggestions:

1. Remove language about the Village being responsible for the maintenance of trees in the ROW / Swale.
2. Added language clarifying the responsibility of the adjacent property owner to maintain and remove trees in the ROW / Swale with the exception old growth Australian pines.
3. Clarification on the language of off-street parking and addition of a variance clause for multi-family units where meeting required parking spaces is not possible.

Please review and let me know if there is anything further we can do.

Thank you,

Gage

CHAPTER 5. TRANSPORTATION (As amended as of August 2014, update Nov 19, 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 or tree 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, pruning 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. Property owners shall be responsible for the removal of dead and diseased trees, with the exception of old growth Australian pines.

~~(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.

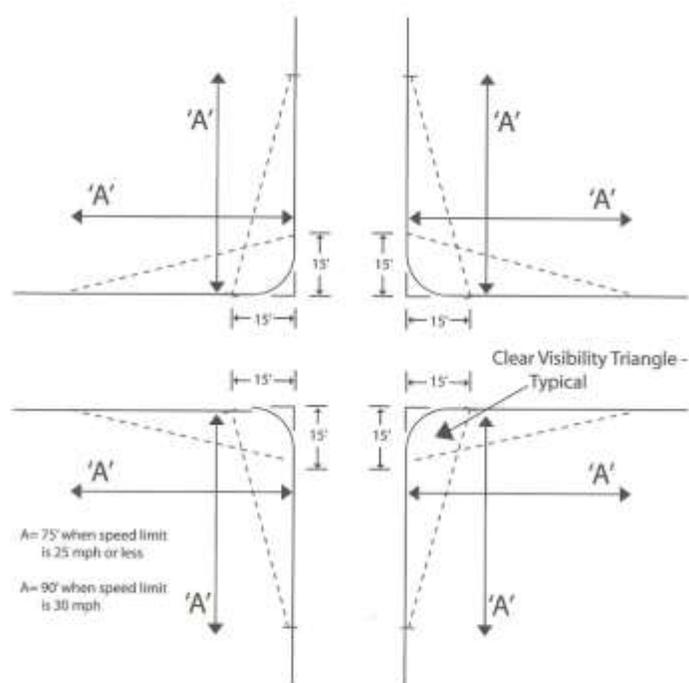
Cross references: Right-of-way permit, § 16-8.1; fees for right-of-way permits, § 17.5.1.

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.

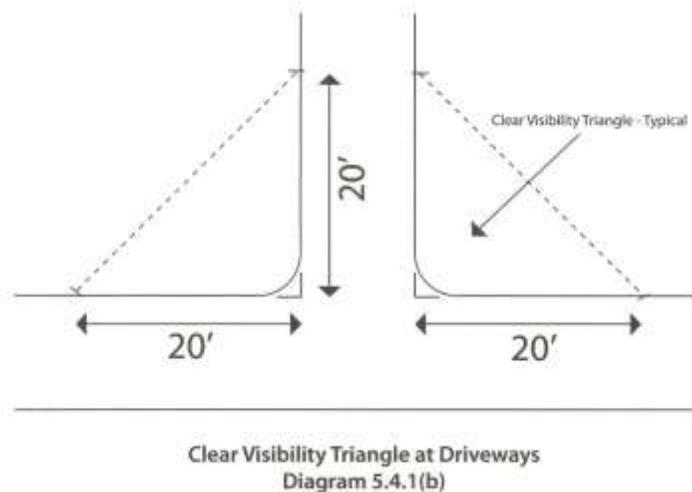
(a) For street intersections the clear visibility triangle shall be formed by connecting points on the edge of each street and the intersection point. Beginning at point one, the intersection, point two shall be located Fifteen (15) feet from the intersection on one street and point three on the second 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)



- (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 within the lot of all development properties within in 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.

(b) where this requirement cannot be met by multi-family properties without maintaining a ten (10) foot landscape area in front of the building, a variance may be obtained from the planning board.

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: December 2, 2014

Subject: Proposed Proclamation concerning
Martin Luther King Day of Service
2015 Community Beautification
Event

Prepared By: Commissioner Roxanna Ross

Sponsored By: Commission

Background

This Proclamation is brought in December because it will involve some coordination and planning in advance of the proposed project.

Martin Luther King Day is recognized nationwide as a day for service and giving back to the community. There are medians and areas of our Village that are in need of beautification. This is an opportunity to celebrate Martin Luther King Day, to enhance the Village's linear parks, to build community pride, and to raise funds for continuing improvement.

Fiscal / Budget Impact

The time and labor to be expended by Village administration and public works in support of volunteers at the beautification project may be offset by funds raised at the

December 2, 2014

Commission Agenda Report

Martin Luther King Day of Service

event. I pledge a challenge grant of up to \$150; last year this event raised approximately \$1,000.

Recommendation

Upon review by Village Attorney, I recommend approval of the Proclamation.

Attachments

- Proclamation - Martin Luther King Day of Service - January 25, 2015

PROCLAMATION

Martin Luther King Day of Service

January 24, 2015

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

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

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

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

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

WHEREAS to encourage donations toward the project and to maximize the impact of generous gifts in support of these initiatives, Commissioner Ross pledges a challenge grant, matching \$1 (up to \$150) to every \$10 donation collected; and

WHEREAS neighbors are also requested to lend hands-on assistance during a community event to be held on Saturday, January 24, 2015, in the Village of Biscayne Park.

Now, Therefore, the Mayor and Commissioner of the Village of Biscayne Park, in recognition thereof, do hereby proclaim Saturday, January 24, 2015, Martin Luther King Day of Service in the Village of Biscayne Park.



IN WITNESS WHEREOF, I have hereunto set my hand this ____ day in December, in the year two thousand fourteen.

David Coviello, Mayor