



VILLAGE OF PINECREST
Village Council Meeting

Village Council
Cindy Lerner, Mayor
James E. McDonald, Vice Mayor
Cheri Ball
Doug Kraft
Bob Ross

Yocelyn Galiano, ICMA-CM
Village Manager

Guido H. Inguanzo, Jr., CMC
Village Clerk

Mitchell Bierman
Village Attorney

REGULAR MEETING AGENDA

TUESDAY, JANUARY 12, 2016, 6:00 P.M.

PINECREST MUNICIPAL CENTER/COUNCIL CHAMBER
12645 PINECREST PARKWAY
PINECREST, FLORIDA

I. CALL TO ORDER/ROLL CALL OF MEMBERS

II. PLEDGE OF ALLEGIANCE

III. CONSENT AGENDA:

PURSUANT TO ORDINANCE 2014-6, ITEMS MAY BE REMOVED FROM THE CONSENT AGENDA BY A MEMBER OF THE VILLAGE COUNCIL. AN ITEM REMOVED FROM THE CONSENT AGENDA WILL THEN BE DISCUSSED AND ACTED ON SEPARATELY IMMEDIATELY FOLLOWING THE CONSIDERATION OF THE CONSENT AGENDA. MEMBERS OF THE PUBLIC MAY COMMENT ON CONSENT AGENDA ITEMS PRIOR TO THE VILLAGE COUNCIL'S CONSIDERATION OF THE CONSENT AGENDA.

A. MINUTES:

TAB 1

1. DECEMBER 8, 2015 (REGULAR)

B. RESOLUTIONS:

1. A RESOLUTION OF THE VILLAGE OF PINECREST, FLORIDA, AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO AN INTERLOCAL AGREEMENT WITH MIAMI-DADE COUNTY RELATING TO CIVIL CITATIONS; PROVIDING FOR AN EFFECTIVE DATE.

TAB 2

IV. AGENDA/ORDER OF BUSINESS

V. SPECIAL PRESENTATIONS



12645 Pinecrest Parkway, Pinecrest, Florida 33156

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VI. ORDINANCES:

A. FIRST READING:

1. AN ORDINANCE OF THE VILLAGE OF PINECREST, FLORIDA; AMENDING THE 2015-2016 OPERATING AND CAPITAL OUTLAY BUDGET (1st QUARTER); PROVIDING FOR AN EFFECTIVE DATE.

TAB 3

B. SECOND READING (PUBLIC HEARING):

1. AN ORDINANCE OF THE VILLAGE OF PINECREST, FLORIDA, AMENDING CHAPTER 26 "STREETS, SIDEWALKS AND OTHER PUBLIC PLACES" OF THE VILLAGE CODE OF ORDINANCES BY AMENDING ARTICLE V "ARTICLES IN THE PUBLIC RIGHT-OF-WAY" TO PROVIDE FOR REGULATIONS, CONDITIONS AND METHODS OF ENFORCEMENT FOR THE REMOVAL OF ABANDONED OR REDUNDANT UTILITY FACILITIES, AS DEFINED THEREIN; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE. (COUNCILMEMBER ROSS)

TAB 4

VII. REPORTS AND RECOMMENDATIONS:

A. VILLAGE COUNCIL:

1. SOLAR PANEL PERMIT FEE WAIVER (MAYOR)
2. RED ROAD SIDEWALK (COUNCILMEMBER BALL)

TAB 5

B. VILLAGE MANAGER:

1. COMMUNIQUÉ TO COUNCIL:
 - a. JANUARY 2016 FOLLOW-UP REPORT
 - b. MONTHLY DEPARTMENTAL REPORTS
 - c. PINECREST PEOPLE MOVER RIDERSHIP REPORT
 - d. ON-DEMAND TRANSPORTATION SERVICE
 - e. CGI VIDEO PROPOSAL

TAB 6

2. DRAFT OF PROPOSED CITIZEN SURVEY

TAB 7

3. RED LIGHT CAMERA PROGRAM UPDATE

TAB 8

4. PROPERTY ACROSS FROM GULLIVER SCHOOL

C. VILLAGE CLERK:

1. COMMITTEE APPOINTMENTS

TAB 9

D. VILLAGE ATTORNEY

E. COMMITTEES:

TAB 10

1. PINECREST GARDENS ADVISORY (12/1/2015)

2. COMMUNITY CENTER ADVISORY (12/7/2015)

VII. RESOLUTIONS:

A. A RESOLUTION OF THE VILLAGE OF PINECREST, FLORIDA, WAIVING FEES FOR USE OF EVELYN GREER PARK FOR A VOICES FOR CHILDREN EVENT TO BE HELD ON JANUARY 31, 2016; PROVIDING FOR AN EFFECTIVE DATE. (MAYOR)

TAB 11

B. A RESOLUTION OF THE VILLAGE OF PINECREST, FLORIDA, EXPRESSING OPPOSITION TO PROPOSED LEGISLATION (PCB SAC 16-04) PREEMPTING THE AUTHORITY OF MUNICIPALITIES TO SET THE DATE FOR MUNICIPAL ELECTIONS; PROVIDING FOR AN EFFECTIVE DATE. (VICE MAYOR MCDONALD)

TAB 12

C. A RESOLUTION OF THE VILLAGE OF PINECREST, FLORIDA, EXPRESSING OPPOSITION TO EFFORTS TO PRIVATIZE THE WEST PORTION OF THE COUNTY'S MATHESON HAMMOCK PARK; PROVIDING FOR AN EFFECTIVE DATE. (COUNCILMEMBER KRAFT/VICE MAYOR MCDONALD)

TAB 13

D. A RESOLUTION OF THE VILLAGE OF PINECREST, FLORIDA, ESTABLISHING AN AD HOC COMMUNICATIONS COMMITTEE; PROVIDING FOR MISSION; PROVIDING FOR SUNSET PROVISION; PROVIDING FOR AN EFFECTIVE DATE. (COUNCILMEMBER BALL)

TAB 14

E. A RESOLUTION OF THE VILLAGE OF PINECREST, FLORIDA, OPPOSING THE ISSUANCE OF PERMITS FOR BEAR HUNTING IN FLORIDA; PROVIDING FOR AN EFFECTIVE DATE. (MAYOR)

TAB 15

TAB 16

- F. A RESOLUTION OF THE VILLAGE OF PINECREST, FLORIDA, EXPRESSING SUPPORT OF THE MIAMI TIGER BEETLE AND ENCOURAGING THE FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION TO DESIGNATE THE MIAMI TIGER BEETLE AS A THREATENED SPECIES; PROVIDING FOR TRANSMITTAL; AND PROVIDING FOR AN EFFECTIVE DATE. (MAYOR)

IX. PLANNING (8:00 P.M. TIME CERTAIN): NONE

THESE PUBLIC HEARINGS ARE QUASI-JUDICIAL PROCEEDINGS AND SHALL BE CONDUCTED PURSUANT TO SECTIONS 2-201 - 2-204 OF THE CODE OF ORDINANCES. ALL PERSONS ADDRESSING THE VILLAGE COUNCIL SHALL BE SWORN-IN PRIOR TO GIVING TESTIMONY AND MAY BE SUBJECT TO CROSS EXAMINATION. ALL PERSONS ADDRESSING THE VILLAGE COUNCIL SHALL STATE THEIR NAME AND ADDRESS FOR THE RECORD.

X. SCHEDULE OF FUTURE MEETINGS:

MEETING DATES AND TIMES ARE SUBJECT TO CHANGE. PLEASE VISIT WWW.PINECREST-FL.GOV FOR CURRENT SCHEDULE, [REGISTER](#) TO RECEIVE MEETING NOTICES VIA E-MAIL OR FOLLOW US ON TWITTER [@PINECRESTFL](#).

- A. VILLAGE COUNCIL (WORKSHOP)
TUESDAY, JANUARY 26, 2016, 9:00 A.M.
- B. VILLAGE COUNCIL
TUESDAY, FEBRUARY 16, 2016, 6:00 P.M.

XI. ADJOURNMENT

LIVE STREAMING VIDEO OF THIS MEETING IS AVAILABLE AT WWW.PINECREST-FL.GOV/LIVE.

ANYONE WISHING TO OBTAIN A COPY OF AN AGENDA ITEM MAY CONTACT THE VILLAGE CLERK AT (305) 234-2121, DOWNLOAD THE COMPLETE AGENDA PACKET FROM WWW.PINECREST-FL.GOV OR VIEW THE MATERIALS AT VILLAGE HALL DURING REGULAR BUSINESS HOURS.

IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT OF 1990, ALL PERSONS WHO ARE DISABLED AND WHO NEED SPECIAL ACCOMMODATIONS TO PARTICIPATE IN THIS MEETING BECAUSE OF THAT DISABILITY SHOULD CONTACT THE VILLAGE CLERK AT (305) 234-2121 NOT LATER THAN FOUR BUSINESS DAYS PRIOR TO SUCH PROCEEDING.

PURSUANT TO SEC. 2-11.1(S) OF THE CODE OF MIAMI-DADE COUNTY, ALL PERSONS, FIRMS OR CORPORATIONS EMPLOYED OR RETAINED BY A PRINCIPAL WHO SEEKS TO ENCOURAGE THE PASSAGE, DEFEAT, OR MODIFICATIONS OF (1) ORDINANCE, RESOLUTION, ACTION OR DECISION OF THE VILLAGE COUNCIL; (2) ANY ACTION, DECISION, RECOMMENDATION OF ANY VILLAGE BOARD OR COMMITTEE; OR (3) ANY ACTION, DECISION OR RECOMMENDATION OF VILLAGE PERSONNEL DURING THE TIME PERIOD OF THE ENTIRE DECISION-MAKING PROCESS ON SUCH ACTION, DECISION OR RECOMMENDATION WHICH WILL BE HEARD OR REVIEWED BY THE VILLAGE COUNCIL, OR A VILLAGE BOARD OR COMMITTEE SHALL REGISTER WITH THE VILLAGE BEFORE ENGAGING IN ANY LOBBYING ACTIVITIES ON FORMS PREPARED BY THE VILLAGE CLERK AND SHALL STATE UNDER OATH HIS OR HER NAME, BUSINESS ADDRESS, THE NAME AND BUSINESS ADDRESS OF EACH PERSON OR ENTITY WHICH HAS EMPLOYED SAID REGISTRANT TO LOBBY, AND THE SPECIFIC ISSUE ON WHICH HE OR SHE HAS BEEN EMPLOYED TO LOBBY. A COPY OF THE LOBBYIST REGISTRATION FORM IS AVAILABLE FROM THE OFFICE OF THE VILLAGE CLERK OR ONLINE AT WWW.PINECREST-FL.GOV/CLERK.

PURSUANT TO FLORIDA STATUTE 286.0114, THE VILLAGE COUNCIL PROVIDES THE PUBLIC WITH A REASONABLE OPPORTUNITY TO BE HEARD ON ALL MATTERS ON THIS AGENDA.

PURSUANT TO FLORIDA STATUTE 286.0105, ANYONE WISHING TO APPEAL ANY DECISION MADE BY THE VILLAGE COUNCIL WITH RESPECT TO ANY MATTER CONSIDERED AT THIS MEETING OR HEARING SHALL NEED A RECORD OF THE PROCEEDINGS AND, FOR SUCH PURPOSE, MAY 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.



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TAB I

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VILLAGE OF PINECREST
Village Council Meeting

REGULAR MEETING MINUTES

TUESDAY, DECEMBER 8, 2015, 6:00 P.M.

PINECREST MUNICIPAL CENTER/COUNCIL CHAMBER
12645 PINECREST PARKWAY
PINECREST, FLORIDA

I. CALL TO ORDER/ROLL CALL OF MEMBERS: The meeting was called to order by the mayor at 6:00 p.m. Present were the following:

Councilmember Cheri Ball
Councilmember Doug Kraft
Councilmember Bob Ross
Vice Mayor James E. McDonald
Mayor Cindy Lerner

Village Manager Yocelyn Galiano
Village Clerk Guido Inguanzo
Village Attorney Mitchell Bierman

II. PLEDGE OF ALLEGIANCE: The Pledge of Allegiance was recited.

III. CONSENT AGENDA: The following items were presented per the Council's consent agenda policy pursuant to Ordinance 2014-6:

- Minutes of November 10, 2015 (Regular)
- A RESOLUTION OF THE VILLAGE OF PINECREST, FLORIDA, AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO AN AGREEMENT WITH THE STATE ATTORNEY'S OFFICE FOR PROSECUTION OF CERTAIN CRIMINAL VIOLATIONS; PROVIDING FOR AN EFFECTIVE DATE. (2015-50)



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Vice Mayor McDonald made a motion approving the consent agenda items. The motion was seconded by Councilmember Ross and adopted by a unanimous voice vote. The vote was as follows: Councilmembers Ball, Kraft, Ross, Vice Mayor McDonald, and Mayor Lerner voting Yes.

IV. AGENDA/ORDER OF BUSINESS: There were no changes to the agenda.

V. SPECIAL PRESENTATIONS: The clerk presented councilmembers with commemorative license plates that will be installed on the Village's fleet to mark the Village's 20th anniversary in 2016.

Miami-Dade School Board Member Larry Feldman, CFO Judy Marte and Assistant Superintendent Raul Perez made a presentation regarding the School Board's budget and the 21st Century Schools bond program.

VI. ORDINANCES: The clerk read the following ordinance, on first reading, by title:

AN ORDINANCE OF THE VILLAGE OF PINECREST, FLORIDA, AMENDING CHAPTER 26 "STREETS, SIDEWALKS AND OTHER PUBLIC PLACES" OF THE VILLAGE CODE OF ORDINANCES BY AMENDING ARTICLE V "ARTICLES IN THE PUBLIC RIGHT-OF-WAY" TO PROVIDE FOR REGULATIONS, CONDITIONS AND METHODS OF ENFORCEMENT FOR THE REMOVAL OF ABANDONED OR REDUNDANT UTILITY FACILITIES, AS DEFINED THEREIN; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Public Works Director Mark Spanioli participated in discussions with the Council.

Charles Knight, representing FPL, and Alex Dominguez, representing ATT, addressed the Council.

Councilmember Ross made a motion adopting the ordinance on first reading. The motion was seconded by Vice Mayor McDonald and adopted by a unanimous roll call vote. The vote was as follows: Councilmembers Ball, Kraft, Ross, Vice Mayor McDonald, and Mayor Lerner voting Yes.

The clerk announced the second reading of the ordinance for January 12, 2016.

The clerk read the following ordinance, on second reading, by title:

AN ORDINANCE OF THE VILLAGE OF PINECREST, FLORIDA, AMENDING THE PINECREST CODE OF ORDINANCES TO REPEAL CHAPTER 30, DIVISION 6.3 (FLOOD DAMAGE PREVENTION); TO ADOPT A NEW CHAPTER 30, DIVISION 6.3 (FLOODPLAIN MANAGEMENT); TO ADOPT FLOOD HAZARD MAPS, TO DESIGNATE A FLOODPLAIN ADMINISTRATOR, TO ADOPT PROCEDURES AND CRITERIA FOR DEVELOPMENT IN FLOOD HAZARD AREAS, AND FOR OTHER PURPOSES; PROVIDING FOR APPLICABILITY; REPEALER; SEVERABILITY; AND AN EFFECTIVE DATE.

Planning Director Stephen Olmsted and Building Official Leo Llanos participated in discussions with the Council.

The mayor opened the public hearing. The following residents addressed the Council: Al Kramer, 7120 Southwest 95 Street; John Pistorino, 6535 Southwest 123 Street; and Karen Ross, 6701 Southwest 94 Street.

Vice Mayor McDonald made a motion adopting the ordinance on second reading. The motion was seconded by Councilmember Ball. Ordinance 2015-14 was adopted by a 3 – 2 roll call vote. The vote was as follows: Councilmembers Ball, Vice Mayor McDonald, and Mayor Lerner voting Yes; Councilmembers Kraft and Ross voting No.

The clerk read the following ordinance, on second reading, by title:

AN ORDINANCE OF THE VILLAGE OF PINECREST, FLORIDA; AMENDING THE 2014-2015 OPERATING AND CAPITAL OUTLAY BUDGET (4th QUARTER); PROVIDING FOR AN EFFECTIVE DATE.

The mayor opened the public hearing. There were no speakers present.

Vice Mayor McDonald made a motion adopting the ordinance on second reading. The motion was seconded by Councilmember Ross. Ordinance 2015-15 was adopted by a 4 – 1 roll call vote. The vote was as follows: Councilmembers Ball, Ross, Vice Mayor McDonald, and Mayor Lerner

voting Yes; Councilmember Kraft voting No.

VII. REPORTS AND RECOMMENDATIONS: The mayor discussed supporting the legal defense of the EPA's Clean Power Plan by signing on to an amicus brief along with other local governments. Vice Mayor McDonald made a motion approving the Village's participation. The motion was seconded by Councilmember Kraft and adopted by unanimous consent.

Councilmember Kraft discussed proposed amendments to the Land Development Regulations relating to accessory buildings, triangle of visibility and fences.

The Council discussed the 2016/2017 MPO grant application process.

Councilmember Ross recommended an application to study the use of Uber as the provider of an on-demand transportation service for the Village's senior citizens. Councilmember Ross made a motion directing the manager to prepare a scope of services to compete for an MPO grant for such a purpose. The motion was seconded by Councilmember Kraft. There was no action on the motion.

The manager recommended an application for a Village-wide traffic study, traffic calming for Southwest 100th Street and a traffic calming study for Southwest 60th/62nd Avenue.

The mayor recommended an application for bike routes.

The manager submitted the following communiqués to the Council:

- December 2015 Follow-up Report
- Monthly Department Reports
- Pinecrest People Mover Ridership Report
- Tree City USA 2015 Certification Correspondence
- Knight Arts Award Announcement Memorandum
- On-Demand Transportation Service Memorandum

The clerk submitted the roster of appointees to the 2016 Zoning Board.

Councilmember Kraft made a motion ratifying the manager's appointment of Jason Timmons and the mayor's appointment of Ethan Shapiro pursuant to Division 2.3(a) of the Land Development Code. The motion was seconded by Councilmember Ball and adopted by a unanimous voice vote. The vote was as follows: Councilmembers Ball, Kraft, Ross, Vice Mayor McDonald, and Mayor Lerner voting Yes.

The Council rescheduled the regular February meeting to February 16, 2016, due to a conflict with Miami-Dade Days in Tallahassee, and cancelled the Committee of the Whole meeting previously scheduled for that date.

The clerk submitted a copy of the following Committee Action Forms pursuant to Ordinance 2013-7:

- Transportation Advisory Committee (September 20, 2015)
- Community Center Advisory Committee (November 9, 2015)

VII. RESOLUTIONS: The Council discussed the following resolution:

A RESOLUTION OF THE VILLAGE OF PINECREST, FLORIDA, ADOPTING PARKING RESTRICTIONS ON THE 7100 BLOCK OF SOUTHWEST 128 STREET PURSUANT TO ORDINANCE 2001-6; PROVIDING FOR AN EFFECTIVE DATE.

Councilmember Kraft made a motion adopting the resolution and directing the manager to discuss the matter with school officials. The motion was seconded by Vice Mayor McDonald. Resolution 2015-52 was adopted by a 3 – 2 voice vote. The vote was as follows: Councilmembers Kraft, Ross, and Vice Mayor McDonald voting Yes; Councilmember Ball and Mayor Lerner voting No.

IX. PLANNING: The following proceeding was held by the Council, pursuant to Chapter 2 (Article VI) of the Code of Ordinances, at 8:00 p.m. time certain:

All witnesses giving testimony were sworn-in by the clerk.

Hearing Number 2015-1208-1. CENSIG Pinecrest Holdings, LLC, the applicant, requested approval of a modification to Development Order 2015-0609-1 to delete or modify two conditions of approval of the preliminary plat for CENSIG Pinecrest Subdivision (1. Condition #4 – which prohibits the widening of 78th Court or paving of additional right-of-way proposed to be dedicated and 2. Condition #7 – which requires the applicant to identify specimen trees to be relocated to the swale) for the property located at 7853 Southwest 112 Street.

Bob Liu, 1411 Siena Avenue, Coral Gables, representing the applicant, addressed the Council.

Planning Director Olmsted gave an oral report, based on staff's memorandum of December 2, 2015, recommending the following:

- Modification of Condition #4 as follows:

Dedication of additional right-of-way as shown on the submitted preliminary plat and construction of required road improvements pursuant to the requirements of the Pinecrest Public Works Department, ~~except that the Southwest 78 Court right-of-way shall not be widened or paved and existing one-way road shall be preserved, and~~ Construction of pedestrian sidewalks adjacent to both adjoining roads shall be completed subject to review and approval of the Administrative Official;

- Denial of modification to Condition #7

The mayor opened the public hearing. The following resident addressed the Council: Paul McClelland, 11135 Southwest 78 Court; Ken Feeley, 11050 Southwest 78 Court; Tricia Conner, 11100 Southwest 78 Court; Charles Collins, 11030 Southwest 78 Court; and Sat Tyagi, 11037 Southwest 78 Court.

Vice Mayor McDonald made a motion approving the request. The motion was seconded by Councilmember Ball and adopted by a unanimous roll call vote. The vote was as follows: Councilmembers Ball, Kraft, Ross, Vice Mayor McDonald, and Mayor Lerner voting Yes.

X. SCHEDULE OF FUTURE MEETINGS: The following schedule of future meetings was presented to the public:

- VILLAGE COUNCIL
TUESDAY, JANUARY 12, 2016, 6:00 P.M.
- VILLAGE COUNCIL (COMMITTEE OF THE WHOLE)
TUESDAY, JANUARY 26, 2016, 9:00 A.M.

XI. ADJOURNMENT: The meeting was adjourned at 10:40 p.m.

Respectfully submitted:

Guido H. Inguanzo, Jr., CMC
Village Clerk

Approved by the Village Council
this 12th day of January, 2016:

Cindy Lerner
Mayor

IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY THE VILLAGE COUNCIL WITH RESPECT TO ANY MATTER CONSIDERED AT A MEETING OR HEARING, THAT 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 (FLORIDA STATUTES).

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TAB 2

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RESOLUTION NO. 2016-

**A RESOLUTION OF THE VILLAGE OF PINECREST, FLORIDA,
AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO
AN INTERLOCAL AGREEMENT WITH MIAMI-DADE
COUNTY RELATING TO CIVIL CITATIONS; PROVIDING
FOR AN EFFECTIVE DATE.**

BE IT RESOLVED BY THE COUNCIL OF THE VILLAGE OF PINECREST, FLORIDA, AS
FOLLOWS:

Section 1. That the Village Manager is hereby authorized to enter into the attached
Interlocal Agreement with Miami-Dade County relating to civil citations.

Section 2. This Resolution shall be effective immediately upon adoption.

PASSED AND ADOPTED this 12th day of January, 2016.

Cindy Lerner, Mayor

Attest:

Guido H. Inguanzo, Jr., CMC
Village Clerk

Approved as to Form and Legal Sufficiency:

Mitchell Bierman
Village Attorney

Motion by:
Second by:

Vote:

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**INTERLOCAL AGREEMENT BETWEEN
MIAMI-DADE COUNTY, FLORIDA
AND**

**FOR THE ENFORCEMENT OF SECTION 8CC OF THE MIAMI-DADE COUNTY
CODE AS IT RELATES TO SECTION 21-81 OF THE MIAMI-DADE COUNTY CODE**

This Interlocal Agreement (“Agreement”) is made and entered this ____ day of _____, _____, by and between MIAMI-DADE COUNTY, FLORIDA, a political subdivision of the State of Florida (hereafter "COUNTY") and _____, a Florida municipal corporation (hereafter "MUNICIPALITY").

WITNESSETH

WHEREAS, Section 21-81 of the Code of Miami-Dade County (“Code”) applies to all municipalities in the County and is enforced, in part, through civil penalties under Section 8CC of the Code; and

WHEREAS, municipalities in the County may enforce the provisions of Section 21-81 of the Code, pursuant to Section 8CC-11 upon the adoption by the County and municipalities of an interlocal agreement which contains (1) the sections of the Code which the municipality is entitled to enforce, (2) the job title of the agents of the municipality authorized to perform the enforcement functions, (3) the amount reimbursable to the County for administrative costs, (4) the amount of revenue reimbursable to the municipality from any fine collected, (5) an agreement to indemnify and hold the County harmless from and against any liability, actions or causes of actions related to the municipality’s enforcement, and (6) contain a term not to exceed three (3) years; and

WHEREAS, the parties agree that it is in their mutual best interests and the best interests of the citizens of the COUNTY and the MUNICIPALITY to have the MUNICIPALITY enforce the provisions of Section 21-81 of the Code through Section 8CC,

NOW, THEREFORE, IN CONSIDERATION of the mutual benefits derived here from and in compliance with Section 8CC-11 of the Code, the parties covenant and agree as follows:

I. CODE SECTIONS SUBJECT TO ENFORCEMENT

The MUNICIPALITY is authorized to enforce Section 21-81 of the Code in accordance with the provisions of Section 8CC of the Code, including but not limited to the ability to issue civil violation notices under Section 8CC-10 of the Code for violations of Section 21-81(d)1 through and including 21-81(d)7 of the Code, within its municipal boundaries. Notwithstanding this authorization, nothing in this Agreement shall be construed to limit, supersede, or remove the independent authority of the COUNTY to enforce such provisions.

II. AUTHORIZED AGENTS

All law enforcement officers as defined by Florida State Statute 943.10(1) that are employed by the MUNICIPALITY are authorized by this Agreement to perform the enforcement functions outlined in, and in accordance with, this Agreement.

III. AMOUNT REIMBURSABLE TO MIAMI - DADE COUNTY FOR COSTS RELATED TO THE CONDUCT OF HEARINGS ON APPEALS

The MUNICIPALITY shall reimburse the COUNTY for the administrative costs relating to the conduct of hearings on appeals from violations as outlined in Section I above and shall also be responsible for reimbursing the County for any attorney's fees and costs, including the costs of transcripts and clerical costs, incurred in such proceedings. Such funds shall be payable to Miami-Dade County within thirty (30) days of receipt of an invoice for such services.

IV. AMOUNT OF REVENUE REIMBURSABLE TO THE MUNICIPALITY FROM THE FINE COLLECTED

The CLERK OF COURTS will reimburse on a quarterly basis to the MUNICIPALITY the fines collected from the issuance of civil violation notices for violations of Section 21-81 of the Code as set forth in Section 8CC. Prior to the reimbursement, the CLERK OF COURTS will deduct 17% - 20% from the fines collected for their administrative costs of processing the civil violation notices. Should the violator opt to enter the Miami-Dade County Diversion Program as set forth in Implementing Order 2-12, the COUNTY shall keep the entire processing fee paid by the violator.

V. TERM OF AGREEMENT

This Agreement shall be in full force and effect from the date of the final execution by either party and shall continue for three (3) years. At the expiration of the three (3) year period the COUNTY and the MUNICIPALITY may enter a new interlocal agreement as required by section 8CC-11 of the Miami-Dade County Code in order for the MUNICIPALITY to continue its enforcement efforts.

VI. MUNICIPALITY INDEMNIFICATION

Subject to the limitations set forth in Section 768.28, F.S., and all applicable laws, the MUNICIPALITY shall indemnify and hold harmless the COUNTY from and for any losses, claims, causes of action or damages of any nature whatsoever, arising from the act, omission or performance or failure of performance of the MUNICIPALITY or the MUNICIPALITY's agents, contractors, servants and employees hereunder relative to the enforcement of the provisions of Section 21-81 of the Code pursuant to Section 8CC of the Code. The MUNICIPALITY shall defend the COUNTY in any action including any action in the name of the COUNTY.

VII. DEFAULT

A. Without limitation, the failure by the MUNICIPALITY to substantially fulfill any of its material obligations in accordance with this Agreement shall constitute a “Municipal Default”. If a Municipal Default should occur, the COUNTY shall have all the following rights and remedies which may be exercised singly or in combination:

1. The right to declare that this Agreement together with all rights granted to the MUNICIPALITY thereunder are terminated, effective upon such date as is designated by the COUNTY. Provided, however, that the COUNTY shall give MUNICIPALITY a period of thirty (30) days after receipt of the written notice from the COUNTY of said default to cure any Municipal Default unless the COUNTY determines, in its sole and absolute discretion, that the nature of the default is such that it cannot be cured in a period of thirty (30) days from the date of the default. If the MUNICIPALITY commences reasonable efforts to cure such default no later than thirty (30) days after such notice, and such efforts are prosecuted to completion and to the COUNTY’s reasonable satisfaction, then it shall be deemed that no Municipal Default shall have occurred under the provisions of this paragraph.
2. Any and all rights provided under the laws of the State of Florida.

B. Without limitation, the failure by the COUNTY to substantially fulfill any of its material obligations in accordance with this Agreement shall constitute a “County Default.” If a County Default should occur, the MUNICIPALITY shall have all of the following rights and remedies which it may exercise singly or in combination:

1. The right to declare that this Agreement together with all rights granted to the COUNTY thereunder are terminated, effective upon such date as is designated by the MUNICIPALITY. Provided, however, that the MUNICIPALITY shall give the COUNTY a period of thirty (30) days after receipt of written notice from the MUNICIPALITY of said default to cure any County Default unless the MUNICIPALITY determines, in its sole and absolute discretion, that the nature of the default is such that it cannot be cured in a period of thirty (30) days from the date of the default. If the COUNTY commences reasonable efforts to cure such default no later than thirty (30) days after such notice, and such efforts are prosecuted to completion and to the MUNICIPALITY's reasonable satisfaction, then it shall be deemed that no County Default shall have occurred under the provisions of this paragraph.
2. Any and all rights provided under the laws of the State of Florida.

VIII. CANCELLATION

Notwithstanding the above, this agreement may be terminated by either the COUNTY or the MUNICIPALITY upon thirty (30) days written notice.

IX. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. The COUNTY and the MUNICIPALITY agree to submit to service of process and jurisdiction of the State of Florida for any controversy or claim arising out of or relating to this Agreement or a breach of this Agreement. Venue for any court action between the parties for any such controversy arising from or related to this Agreement shall be in the Eleventh Judicial Circuit in and for Miami-Dade County, Florida.

X. ENTIRETY OF AGREEMENT

This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this Agreement, and that this Agreement contains the entire agreement between the parties as to matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning this Agreement shall be of no force or effect, and that this Agreement may be modified, altered or amended only by a written amendment duly executed by both parties hereto and their authorized representatives.

XI. HEADINGS

Captions and headings in this Agreement are for ease of reference only and do not constitute a part of this Agreement and shall not affect the meaning or interpretation of any provisions herein.

XII. RIGHTS OF OTHERS

Nothing in this Agreement expressed or implied is intended to confer upon any person other than the parties hereto any rights or remedies under or by reason of this Agreement.

XIII. REPRESENTATION OF THE MUNICIPALITY

The MUNICIPALITY represents that: (i) this Agreement has been duly authorized, executed and delivered by the governing body of the MUNICIPALITY or its designee; and (ii) it has the required power and authority to perform this Agreement.

XIV. REPRESENTATION OF COUNTY

The COUNTY represents that: (i) this Agreement has been duly authorized, executed and delivered by the governing body of the COUNTY or its designee; and (ii) the County has the required power and authority to perform this Agreement.

XV. WAIVER

There shall be no waiver of any right related to this Agreement unless in writing signed by the party waiving such right. No delay or failure to exercise a right under this Agreement shall impair such right or shall be construed to be a waiver thereof. Any waiver shall be limited to the particular right so waived and shall not be deemed a waiver of the same right at a later time, or of any other right under this Agreement.

XVI. INVALIDITY OF PROVISIONS, SEVERABILITY

Wherever possible, each provision of the Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement, provided that the material purposes of this Agreement can be determined and effectuated.

XVII. NOTICE

Notices to MUNICIPALITY provided for herein shall be sufficient if sent by Federal Express or certified mail, return receipt requested, postage prepaid, addressed to:

with copy to:

_____ Attorney

and notices to COUNTY, if sent by Federal Express or certified mail, return receipt requested,

postage prepaid addressed to:

County Mayor
Miami-Dade County
Stephen P. Clark Center
111 N.W. 1st Street, 29th Floor
Miami, FL 33128

with copy to:

County Attorney
Miami-Dade County
Stephen P. Clark Center
111 N.W. 1st Street, 28th Floor
Miami, FL 33128

Or such other respective address as the parties may designate to each other in writing from time to time.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

ATTEST:
HARVEY RUVIN, CLERK

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF COUNTY
COMMISSIONERS

By: _____
DEPUTY CLERK

By: _____
Carlos A. Gimenez
County Mayor

Approved as to form and legal
sufficiency:

Christopher A. Angell
Assistant County Attorney

ATTEST:

_____, a Florida
Municipal Corporation

By: _____

City Clerk

By: _____

Approved as to form and legal
sufficiency:

City Attorney



Yocelyn Galiano, ICMA-CM
Village Manager
manager@pinecrest-fl.gov

MEMORANDUM
Office of the Village Manager

DATE: January 6, 2016

TO: The Honorable Mayor and Members of the Village Council

FROM: Yocelyn Galiano, ICMA-CM, Village Manager 

RE: Resolution Authorizing an Interlocal Agreement with Miami-Dade County for the Enforcement of Section 21-81 of the Miami-Dade Code

In 2015, Miami-Dade County approved the amendment of Sections 21-81, 8cc-5.1 and 8cc-10 of the code of Miami-Dade County which provides for civil penalties for certain misdemeanors.

The Interlocal Agreement with Miami-Dade County authorizes the Pinecrest Police Department to enforce Section 21-81 of the Miami-Dade Code, including but not limited to, the ability to issue civil violation notices. The intent of this amendment is to decriminalize what was formally considered criminal behavior and reduce mass incarcerations. A police officer would have the discretion to either apprehend the offender or issue a civil citation.

Additionally, the Clerk of Courts will reimburse the Village on a quarterly basis the fines collected from the issuance of civil violation notices, minus a 17% - 20% administrative cost for the processing the civil violation notices.

I hereby respectfully recommend the Village Council adopt the attached resolution authorizing the Village to enter into an Interlocal Agreement with Miami-Dade County for the Enforcement of Section 21-81 of the Miami-Dade Code.

YG/atc



TAB 3

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ORDINANCE NO. 2016-

**AN ORDINANCE OF THE VILLAGE OF
PINECREST, FLORIDA; AMENDING THE
2015-2016 OPERATING AND CAPITAL
OUTLAY BUDGET (1st QUARTER);
PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, the 2015-2016 Operating and Capital Budget was adopted pursuant to the Village Charter and state law and was based upon estimates of revenues and expenses in various categories; and

WHEREAS, the Village Manager is recommending that the Village Council approve a transfer of funds for the 2015-2016 Operating and Capital Budget and said action requires a budget amendment;

NOW, THEREFORE, BE IT ORDAINED BY THE VILLAGE COUNCIL OF PINECREST, FLORIDA, AS FOLLOWS:

Section 1. The Operating and Capital Budget of the Village of Pinecrest for Fiscal Year 2015-2016 is hereby amended as follows:

Revenue Source	Amount	Expenditure Item	Description
Pinecrest Gardens Revenues, Sponsorship	\$14,000	Pinecrest Gardens, Promotion Account	Transfer sponsorship funds to promotional activity line item.

Section 2. This ordinance shall become effective upon adoption on second reading.

PASSED on first reading this 12th day of January, 2016.

PASSED AND ADOPTED on second reading this th day of _____, 2016.

Cindy Lerner, Mayor

ATTEST:

Guido H. Inguanzo, Jr., CMC
Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Mitchell Bierman
Village Attorney

Motion on Second Reading by:
Second on Second Reading by:

Vote:



Yocelyn Galiano, ICMA-CM
Village Manager
manager@pinecrest-fl.gov

MEMORANDUM
Office of the Village Manager

DATE: January 6, 2016
TO: The Honorable Mayor and Members of the Village Council
FROM: Yocelyn Galiano, ICMA-CM, Village Manager
RE: FY 2016 – 1st Quarter Budget Amendment

Section 4.7(a) of the Village Charter provides the adoption of an ordinance as the mechanism for supplemental appropriations to be made during any fiscal year. Below is a description of each recommended budget amendment for your consideration:

1. Parks and Recreation Department Budget: Pinecrest has received \$14,000 in donations to date from corporate sponsorships to offset the costs associated with the 20th Anniversary Picnic. This amendment adds the \$14,000 in new revenues to the expenditure line item for promotional activities.

Revenue Source	Amount	Expenditure Item	Description
Pinecrest Gardens Revenues, Sponsorship	\$14,000	Pinecrest Gardens, Promotion Account	Transfer sponsorship funds to promotional activity line item.

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TAB 4

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ORDINANCE NO. 2016-

AN ORDINANCE OF THE VILLAGE OF PINECREST, FLORIDA, AMENDING CHAPTER 26 "STREETS, SIDEWALKS AND OTHER PUBLIC PLACES" OF THE VILLAGE CODE OF ORDINANCES BY AMENDING ARTICLE V "ARTICLES IN THE PUBLIC RIGHT-OF-WAY" TO PROVIDE FOR REGULATIONS, CONDITIONS AND METHODS OF ENFORCEMENT FOR THE REMOVAL OF ABANDONED OR REDUNDANT UTILITY FACILITIES, AS DEFINED THEREIN; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village of Pinecrest (the "Village") has regulations governing articles in its public right-of-way; and

WHEREAS, permits are currently required prior to installing any article in the Village's right-of-way; and

WHEREAS, the owners/permittees of utility facilities at times abandon those facilities in the Village diminishing the aesthetic appeal of public areas and creating safety hazards and the Village has a compelling interest in preventing the same; and

WHEREAS, the Village is empowered to regulate utility facilities placed or maintained along, across or on any public right-of-way; and

WHEREAS, it is the intention of the Village to implement permitting conditions requiring the removal of old utility facilities as a condition of permitting the installation of new utility facilities; and

WHEREAS, the Village Council finds that this Ordinance is necessary for the preservation of the public health, safety and welfare of the Village's residents;

NOW, THEREFORE, BE IT ORDAINED BY THE VILLAGE COUNCIL OF THE VILLAGE OF PINECREST, FLORIDA, AS FOLLOWS:

Section 1. Recitals Adopted. That the above stated recitals are hereby adopted and confirmed.

Section 2. Village Code Amended. The Village Council of the Village of Pinecrest hereby amends Chapter 26 of the Code of Ordinances as follows:

Chapter 26 - STREETS, SIDEWALKS AND OTHER PUBLIC PLACES

ARTICLE V. - ARTICLES IN THE PUBLIC RIGHT-OF-WAY

Sec. 26-82. - Definitions.

For the purposes of this section:

- (1) Storage bin shall mean any container used for the collection, storage or distribution of personal property.
- (2) Vehicle shall mean functioning automobiles, trucks, buses or trailers.
- (3) Public right-of-way shall mean rights-of-way in the Village of Pinecrest.
- (4) Article shall mean any personal property, including but not limited to storage bins, and trees, except newsracks and vehicles temporarily parked in the public right-of-way.
- (5) Utility facility shall mean any pole line, pole, railway, ditch, sewer, waterline, gas main, pipeline, fence, gasoline tank or pump placed or maintained along, across or on any public rights-of-way in the village, which is not a "communications facility" as defined in section 26-53.
- (6) Director, as used in this article, shall mean the Village's Public Works Director, or designee.

(7) Redundant, as used in this article, shall mean a utility facility within fifty (50) feet of a newer utility facility. With respect to utility poles installed to support utility lines, the transfer of any pole line or any equipment otherwise fixed to the utility pole to another utility pole shall create a presumption that the utility pole from which equipment is transferred is redundant.

Sec. 26-83. - Permit required.

Unless otherwise authorized by law, no person, corporation, partnership, association or other legal entity shall place any article or utility facility in or on the public right-of-way without first having obtained a permit from the public works department; provided, however, the United States, federal agencies and their contractors, the State of Florida and State agencies, in the execution of federal or state projects are exempted from the provisions of this section.

Sec. 26-84. - Issuance of permit.

The department of public works shall have the authority to issue permits for the placement of articles and utility facilities in the public right-of-way in accordance with standards established by the public works department. In establishing standards for the placement of articles and utility facilities in the public right-of-way, the department shall take into consideration:

- (1) Pedestrian and driving safety and convenience;
- (2) Public and property safety during hurricane conditions;
- (3) Access for the use and maintenance of poles, traffic signs or signals, hydrants, and access to locations used for public transportation purposes;
- (4) Uniformity in the treatment of similar articles and utility facilities.

In addition to the foregoing considerations, the Village may impose conditions upon the issuance of a permit, including, but not limited to, the removal of utility facilities, and specifically utility poles, deemed by the Village to be abandoned or redundant as well as requiring the transfer of existing utility facilities, including, but not limited to pole lines, cables, or fibers, to the new pole, for purposes of co-location with newer utility facilities. Failure to comply with such conditions shall be deemed a violation, enforceable under chapter 2, article V of the code, as amended, which may result in the imposition of per diem fines, per utility facility, until the violation is corrected.

It shall be the sole responsibility of the permittee to relocate any equipment from a redundant facility to a new facility and to remove and dispose of any redundant utility facility.

If the Director finds that a permittee has failed to comply with a permit condition requiring the removal of a utility facility deemed by the Village to be abandoned or redundant, or requiring the transfer of an existing utility facility to a newer utility facility to achieve joint trenching or co-location of utility facilities, the Director may issue an order requiring compliance within a reasonable period of time. In addition, the Director may condition the issuance of a new permit upon compliance with a condition imposed for a prior permit or payment of previously imposed fines.

Should code enforcement proceedings ensue, the permittee shall have the initial burden of demonstrating, by clear and convincing evidence, any engineering or legal preclusions preventing compliance with the imposed conditions.

Sec. 26-85. - Permit application.

Applicants for permits to place articles or utility facilities in the public right-of-way shall file with the public works director a written application in a form prepared by the public works department. If the application meets the standards set forth in the public works department manual, a permit shall be issued upon payment of the fee set forth in an administrative order. If a permit is denied, the applicant shall be notified within five working days of the department's receipt of the completed application. The applicant shall be advised of the specific cause of the denial.

Sec. 26-86. - Application fee.

The public works department shall charge and collect permit fees at rates established by the village council. All such fees will be used solely to defray administrative expenses incurred pursuant to this section. Any applicant who, after paying a permit fee, chooses not to place the article or utility facility for which the permit was obtained in the public right-of-way shall be entitled to a refund and the permit shall be cancelled. If a permit is denied, the applicant shall be notified within five working days of the department's receipt of the completed application. The applicant shall be advised of the specific cause of the denial.

Sec. 26-87. - Existing articles.

Owners of trees and precast concrete traffic buttons existing in the public right-of-way at the time this article V is adopted shall not be required to obtain permits under this section but shall be required to comply with all other standards set forth in the public works department manual. Owners of other articles in the public right-of-way at the time this section is adopted shall have 90 days from the date this section becomes applicable to such article within which to obtain the permit or permits required by this section.

Sec. 26-88. - Order of removal; abandonment of utility facilities.

~~The director of the public works department~~Director shall have the authority to order the removal of any article or utility facility from the public right-of-way which does not comply with this article ~~∅~~ or is otherwise determined by the ~~Director~~public works director to be a hazard to the public.

(a) Unless otherwise permitted by the Village in writing, it shall be unlawful to maintain an abandoned article or utility facility upon the public right-of-way.

(b) If an article or utility facility upon the public right-of-way is deemed by the Director to be abandoned, the owner of the article or utility facility shall, upon thirty (30) days written notice by the Director, initiate the work necessary to remove the abandoned article or utility facility at its own expense. The abandoned article or utility facility must be removed and all remedial work completed within a reasonable time as stated in the written notice or such time as agreed to by the Director and the owner of the article or utility facility.

(c) The Village may proceed to cause the work necessary to remove the abandoned article or utility facility if the facility owner fails to perform the work at their own expense within the time contemplated by this section. The expense incurred by the Village shall be charged against the owner of the article or utility facility.

Sec. 26-89. - Enforcement.

~~In addition to any other remedy available by law or ordinance, enforcement against a person, firm, corporation or benefactor who places an article or utility facility in the public right of way or fails to remove an article or utility facility from the public right of way in violation of this section shall be as provided in chapter 2, article V of the Village of Pinecrest Code of Ordinances.~~

In addition to all other legal remedies, the Director shall have the authority to initiate enforcement proceedings, pursuant to chapter 2, article V of the code, as amended, against any person or legal entity who has not complied with the provisions of this chapter. Should such proceedings be initiated, a per diem fine of up to \$250.00 (or \$500.00 for repeat violations) may be levied against the violator until the violation is complied. The resulting per diem fines pursuant to this section shall be levied per pole or utility facility.

Section 3. Severability. The provisions of this Ordinance are declared to be severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 4. Conflict. All Sections or parts of Sections of the Code of Ordinances, all ordinances or parts of ordinances, and all Resolutions, or parts of Resolutions, in conflict with this Ordinance are repealed to the extent of such conflict.

Section 5. Codification. It is the intention of the Village Council, and it is hereby ordained that the provisions of this Ordinance shall become and made a part of the Code of the Village of Pinecrest; that the sections of this Ordinance may be renumbered or re-lettered to accomplish such intention; and that the word "Ordinance" shall be changed to "Section" or other appropriate word.

Section 6. Effective Date. This Ordinance shall be effective immediately upon adoption on second reading.

PASSED on first reading this 8th day of December, 2015.

PASSED AND ADOPTED on second reading this ___th day _____, 2016.

Cindy Lerner, Mayor

Attest:

Guido H. Inguanzo, Jr., CMC
Village Clerk

Approved as to Form and Legal Sufficiency:

Mitchell Bierman
Village Attorney

Motion on Second Reading by:
Second on Second Reading by:

Vote:

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TAB 5

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City of Coral Gables
CITY COMMISSION MEETING
December 8, 2015

ITEM TITLE:

Resolution. A Resolution amending Ordinance 2015-17, as amended, waiving all city permit fees for solar panels, providing for severability, and an effective date.

DEPARTMENT HEAD RECOMMENDATION:

Approval of the Resolution.

BRIEF HISTORY:

Since 2007 the City has issued approximately 35 permits for solar panels: 19 solar water heaters and 16 Photovoltaic systems. The permits fees for these permits vary from \$100 to \$300. The waiver of city permit fees for solar panels is consistent with City-wide sustainability efforts. State and County fees cannot be waived and are required prior to permit issuance.

LEGISLATIVE ACTION:

Date	Resolution No.	Comments
10-10-06	Resolution No. 2006-187	Established the first City-wide Fee Resolution
12-12-06	Resolution No. 2006-211	Changed "Occupational License" to "Local Business Tax"
06-26-07	Resolution No. 2007-153	Local Business Tax adjustment
10-23-07	Resolution No. 2007-245	Parks, Planning, Building and Zoning fees adjustment
11-18-08	Resolution No. 2008-201	Solid Waste Collection, Public Works, Building and Zoning, Planning, Parks fees adjustment
07-07-09	Resolution No. 2009-195	Local Business Tax adjustment
07-29-09	Resolution No. 2009-218	Parking, False Alarm, Solid Waste Collection, Stormwater Utility, and Parks and Recreation fees adjustment
08-25-09	Resolution No. 2009-232	Emergency Rescue Transportation Services fee adjustment
07-13-10	Resolution No. 2010-132	Development-related (JRD Study), Emergency Medical Services, Fire Code, Life Safety Inspection fees adjustment
08-24-10	Resolution No. 2010-184	Scrivener's errors and minor corrections
06-07-11	Resolution No. 2011-142	Local Business Tax adjustment
07-19-11	Resolution No. 2011-170	Adjustment of Building Permit and Planning and Zoning fees per Consumer Price Index (5%)
08-23-11	Resolution No. 2011-203	Sanitary Sewer Charges and Solid Waste Collection fees adjustment
07-24-12	Resolution No. 2012-128	Sanitary Sewer Charges and Solid Waste Collection fees adjustment

05-28-13	Resolution No. 2013-89	Local Business Tax adjustment
08-27-13	Resolution No. 2013-178	Sanitary Sewer Charges and Solid Waste Collection fees adjustment
07-22-14	Resolution No. 2014-143	Sanitary Sewer Charges and Solid Waste Collection fees adjustment
08-26-14	Resolution No. 2014-172	New Remote Parking fee (Established by Sec. 5-1408 B.6. f. Zoning Code)
11-18-14	Resolution No. 2014-251	Low Voltage Burglar Alarm adjustment (F.S. 553.793)
11-18-14	Resolution No. 2014-256	New Medical Marijuana Permit fee (Established by Sec. 14-161 thru 164 City Code)
06-09-15	Ordinance No. 2015-17	Restating existing Fee Schedule and updating various fees City-wide
08-25-15	Resolution No. 2015-196	Sanitary Sewer Charges adjustment
10-13-15	Resolution No. 2015-253	Adjusting various Devt. Service Permit Fees
10-21-15	CAO 2015-105	Clarifying permit fee for parking garages and shell space

APPROVED BY:

Asst. Department Director	City Attorney (If Applicable)	City Manager

EXHIBIT(S):

A. Resolution.

CITY OF CORAL GABLES, FLORIDA

RESOLUTION NO.

A RESOLUTION AMENDING ORDINANCE 2015-17, AS AMENDED, WAIVING ALL CITY PERMIT FEES FOR SOLAR PANELS, PROVIDING FOR SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the City Commission adopted a comprehensive update Fee Schedule on June 9, 2015, as subsequently amended by Resolution; and

WHEREAS, the City Commission desires to incentivize the use of solar panels in the City by waiving city permit fees.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF THE CITY OF CORAL GABLES:

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

SECTION 2. The City Commission waives the city permit fees for solar panels. Any outside agency required fee charges are still required to be paid.

SECTION 3. SEVERABILITY.

If any section, sentence, clause or phrase of this Resolution is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of any remaining portions of this Resolution.

SECTION 4. EFFECTIVE DATE.

That this resolution shall become effective upon the date of its adoption herein.

PASSED AND ADOPTED THIS _____ DAY OF _____, A.D. 2015.

APPROVED:

JIM CASON
MAYOR

ATTEST:

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

WALTER J. FOEMAN
CITY CLERK

CRAIG E. LEEN
CITY ATTORNEY

TAB 6

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Item No.	Action Initiation Date	Councilmember or Staff Member	Topic of Follow-up	Department Assigned
I	3/19/2013	Village Council	Implementation of Phase I of Safe Routes to School Project	Public Works Department
Status	<p>March 2016: Modifications to parking area adjacent to flower shop.</p> <p>January 2016: Anticipate substantial completion of project.</p> <p>November 30, 2015: Adjustment to the sidewalk in the vicinity of 97th Street will be made after removal of existing hedge.</p> <p>November 4, 2015: Sidewalk construction along SW 57th Avenue is in progress. The contractor has 70 days to complete the project</p> <p>September 23, 2015: Construction started along SW 57th Avenue, north of SW 100 St</p> <p>September 2, 2015: The Village issues notice to proceed.</p> <p>August 18, 2015: The Village anticipates issuance of the County permit for the sidewalks. County still has not provided an alternative for a solar powered speed feedback signs and rapid beacon flashers.</p> <p>June 22, 2015: The Village held a pre-construction meeting with contractor, state and county representatives. Issue regarding solar pedestrian crosswalk signage was discussed. County has banned the use of those types of signs. Village is currently seeking an alternative.</p> <p>May 15, 2015: State provided Notice to Proceed on construction of Phase I.</p> <p>April 14, 2015: Council decided to proceed with construction of Phase I and design of Phase 2.</p> <p>April 3, 2015: Letters were sent out to residents living adjacent to proposed sidewalks in Phase 2 advising them that the Village Council would be considering approval of those sidewalks at the April 14, 2015 Council meeting.</p> <p>March 30, 2015: State advised failure to build the sidewalks slated for Phase I would result in a forfeiture of the entire grant amount \$194,520 in addition to requirement to reimburse the \$40,000 that was awarded for the Safe Routes to School Study.</p> <p>March 17, 2015: Construction project was brought before Council for consideration. The Village Council asked the Village Manager to research the impact to any grants should the Village decide to do away with the construction of sidewalks as part of the project.</p> <p>February 20, 2015: Will receive responses for construction bid.</p> <p>February 10, 2015: The Village Council will hear a presentation regarding the Safe Routes to School Plan (all phases) during the regular meeting.</p> <p>February 4, 2015: Pre-bid conference.</p> <p>December 1, 2014: Bid was advertised.</p> <p>November 24, 2014: FDOT issued the Notice to Proceed after approving the bid documents.</p> <p>June 9, 2014: Completed design of the Phase I will be submitted for review to the State, County and Village.</p> <p>May 30, 2014: Village received a revised schedule for project completion. The design should be completed during the week of June 9th.</p> <p>March 10, 2014: The Village received approval from the Florida Department of Transportation of a \$4,000 LAP grant to cover the costs of surveying service in connection with the design of the project.</p> <p>December 23, 2013: The Village Manager executed the contract for design of Phase I improvements.</p> <p>December 10, 2013: The Village Council will consider a resolution awarding the contract for design of the Phase I improvements.</p> <p>November 12, 2013: Contract negotiations are underway with David Plummer and Associates.</p> <p>October 8, 2013: The Village Council awarded of the Phase I design contract to David Plummer and Associates.</p> <p>September 6, 2013: The Village will receive responses to the RFQ.</p> <p>August 19, 2013: Request for Qualifications was sent out for design of Phase I of the Safe Routes to School Program.</p> <p>August 18, 2013: The Village is awaiting the final review by FDOT of the proposed RFQ document for compliance with LAP agreement parameters.</p>			

	<p>July 2, 2013: Assistant Village Manager received comments from FDOT regarding the proposed RFQ document.</p> <p>June 2013: Village staff is working with FDOT representatives to develop a Request for Qualifications for the design of the Phase I improvements of Safe Routes to School program.</p> <p>April 16, 2013: Based on discussions with FDOT, certain requirements are necessary in order to award design contract. A new request for Qualification will need to be advertised. Subsequently, the Village Manager cancelled the contract with David Plummer & Associates for design services.</p> <p>March 27, 2013: The Village Manager executed the LAP agreement with FDOT.</p> <p>March 19, 2013: Village Council authorized the Village Manager to enter into a Local Agency Program Agreement with FDOT for the Safe Routes to Schools Program funding and authorized the Village Manager to enter into an agreement with David Plummer & Associates for professional design services relating to the safe routes to school program Phase I implementation.</p>			
Item No.	Action Initiation Date	Councilmember or Staff Member	Topic of Follow-up	Department Assigned
2	7/12/2011	Village Council	Old Cutler Road Bike Path	Office of the Village Manager
Status	<p>March 2017: Anticipated completion of construction.</p> <p>December 2016: Anticipate completion in the Village limits.</p> <p>September 8, 2016: Construction started at SW 136th St (in Pinecrest), east of SW 67th Avenue, going north along Old Cutler Road.</p> <p>February 3, 2015: Board of County Commissioner's awarded the project contract to Arce Engineering and Construction.</p> <p>January 2015: Will appear before the CITT Board for funding allocation.</p> <p>November 12, 2014: The Village Manager received notification that the Miami-Dade Public Works Department anticipates commencing the project in January 2015 as opposed to October 2014 (as originally scheduled).</p> <p>October 7, 2014: The Village Manager corresponded with the Miami-Dade County Public Works department and requested an update on the status of this project.</p> <p>July 16, 2014: Village Manager requested a status update on the project from Miami-Dade County.</p> <p>January 28, 2014: Mr. Cotarelo advised that as the project will be funded in part with Federal monies the process of bidding out the project is more extensive. The Federal government requires FDOT's review of bid documents prior to the commencement of a competitive bid process, and again prior to the award to the lowest responsive and responsible bidder. Additionally, the balance of funds come from the Charter County Transportation Surtax (PTP), which require that the eventual award be approved by the Board of County Commissioners, the Citizen's Transportation Trust, and their respective committees. As such, these additional levels of review and approval create a procurement process appreciably longer than the typical.</p> <p>January 27, 2014: The County offered additional clarification on project delays.</p> <p>January 21, 2014: Received an update from Antonio Cotarelo, County Engineer, Public Works Department. County finished construction of Phase 1 of the Old Cutler Trail in January of 2012. That project was 7.10 miles long from SW 216 Street to SW 136 Street. Phase 2 of the Old Cutler Trail is from SW 136 Street to the Cartagena Circle; 4.79 miles long. Part of the funding for Phase 2 is from the FDOT (Transportation Enhancement Program -TEP funds); and those funds became available in December 2013. The County has completed the plans for Phase 2 and is in the process of putting the project out to bid in coordination and compliance with FDOT grant requirements. The project consists of reconstructing the bike path to a minimum 8' wide and relocate further away from the traffic lanes where possible; constructing curb and gutter, install remedial drainage as necessary, resurface segments that are to remain, prune tree roots and place root barriers to prevent future damage,</p>			

and install regulatory signage for bicycles and pedestrians. Estimated Construction Cost: \$1,579,58.1

January 17, 2014: The Village Manager contacted Deputy Mayor Hudak to inquire as to the status of the project that would repair the bike path along Old Cutler Road from SW 136 Street north to Old Cartegena Road (Northern entrance to Coco Plum).

September 26, 2012: Village Manager met with Mr. Borrego to discuss several county related matters including this project.

April 20, 2012: Village Manager met with Eddie Borrego of Commissioner Bell's Office to update on the project.

April 6, 2012: Village Manager Galiano made a second request for copies of the final plans. Request was forwarded to Jeff Cohen, Assistant Chief of Traffic Engineering. Mr. Cohen forwarded the request to the Highway Division. Mr. Ona provided 30% completed set of construction plans for the project.

March 29, 2012: Village Manager Galiano requested copies of the plans for the Phase 2 Reconstruction of the Old Cutler Bike Path from Ms. Esther Calas, County Director of Public Works.

September 16, 2011: Village Manager met with Eddie Borrego of Commissioner Bell's Office to request assistance with expediting the Bike Path project.

September 8, 2011: Mr. Whittaker of Commissioner Suarez' Office advised the Village Manager that the project would not be able to be accelerated.

September 7, 2011: Mr. Leo Ona of the Highway Division advised Mr. Whittake from Commissioner Suarez' Office that as the funds for the project was administered through the MPO, the project timeline would not be able to be accelerated.

September 2, 2011: Mr. Joel Trujillo wrote Mr. Rene Idarraga of the County's Public Works Department to advise if the project could be expedited. Mr. Idarraga wrote Leo Ona, in the Highway Division requesting a response whether the project timeline could be moved up.

August 31, 2011: Mr. Homer Whittaker of Commissioner Suarez' office wrote Mr. Joel Trujillo with the County requesting confirmation of the information provided by the Village in the August 22, 2011 and asking if the project could be completed sooner than planned.

August 22, 2011: Village Manager Galiano wrote a letter to Commissioner Suarez regarding the Bike Path project relaying the Village's interest in completing this project sooner than planned and requesting assistance from the Commissioner in expediting the project.

August 17, 2011: The Village Manager provided the information regarding the anticipated project timeline to the Village Council.

August 5, 2011: The Village Manager requested the timeline for completion of the Phase 2 project. Assistant Chief of the Highway Division, Mr. Marin advised that part of the funding necessary for the project would be available through the MPO Transportation Improvement Program as follows: \$321,000 during Fiscal Year 2012-2013 and \$998,000 during Fiscal Year 2013-2014. Mr. Marin indicated that construction of this phase would begin in late Fiscal Year 2012-2013.

July 26, 2011: Village Manager wrote Mr. Cohen to follow-up on the timing of the Phase 2 Old Cutler Bike Path Reconstruction Project. Assistant Chief of the Highway Division, Octavio Marin provided Village Manager Galiano with a copy of the preliminary plans.

July 20, 2011: Mr. Cohen advised the Village Manager that the County had a follow-up Old Cutler Bike Path project that would continue to Cocoplum Circle.

July 19, 2011: Village Manager Galiano contacted County's representative Jeff Cohen with the Public Works Department to investigate the possibility of extending the reconstruction of the bike path.

July 12, 2011: The Village Council directed the Village Manager to contact the County to inquire about the possibility of extending reconstruction of the bike path on Old Cutler Road, north of SW 136 Street.

May 9, 2011: Village Manager Lombardi was forwarded a copy of the preliminary project plans.

Item No.	Action Initiation Date	Councilmember or Staff Member	Topic of Follow-up	Department Assigned
3	9/23/2014	Village Council	Community Center Expansion	Office of the Village Manager and Parks and Recreation Department
Status	<p>August 2016: Commencement of construction of expansion. July 2016: Award of the construction contract is anticipated. May 2016: Anticipate release of the Invitation to Bid for the construction of the project. April 2016: Plans to be completed. September 23, 2015: Schematic drawings and survey completed. July 2015: Commencement of design of Phases 1 and 2 of the Community Center Expansion project. Anticipate the design phase will take approximately 9 months to complete. July 7, 2015: Anticipate the Village Council will approve the negotiated contract. April 22, 2015: Village Manager met with Mr. Heisenbottle to negotiate a proposal for the project. Anticipate receipt of a final proposal by May 2015. April 14, 2015: Council authorized the Village Manager to negotiate an agreement with the top ranked firm as recommended by the Selection Committee. March 2015: Presentations from respondents to the Request for Qualifications will be held by the Selection Committee. February 10, 2015: The 2nd reading ordinance authorizing the issuance of the bond for the improvements is approved. January 15, 2015: The Village received 11 responses to the Request for Qualifications that was published on December 1, 2014. The selection committee is in the process of reviewing the qualifications and scoring each company. Based on the scores, a ranked order will be presented to the Village Council and the top three companies will be invited to present before the Village Council in March. January 13, 2015: The Village Council adopted the required ordinance for the required bond in the amount not to exceed \$6 Million on first reading. September 23, 2014: The Village Council approved the FY 2014-2015 Budget which allocated \$5 Million towards the expansion of the Community Center.</p>			
Item No.	Action Initiation Date	Councilmember or Staff Member	Topic of Follow-up	Department Assigned
4	9/23/2014	Village Council	Coral Pine Park Improvements	Office of the Village Manager and Parks and Recreation Department
Status	<p>January 2017: Expect substantial completion of the construction. June 2016: Construction to commence. January/February 2016: Expect completion of the construction plans that will include sustainable/energy efficiency components to the new building. November 10, 2015: Award of the design/build contract is expected to come before the Village Council for approval. July 6, 2015: Advertise the design/build contract. June 24, 2015: Village met with design consultant and provided comments regarding the specifications for the design build project. February 13, 2015: Village Council approved the bond on 2nd reading. January 30, 2015: Met with AECOM regarding construction plans proposal.</p>			

	<p>December 2015: Staff commenced the process of developing the bid documents with the assistance of AECOM (the Master Plan consultant), to move forward with a bid for design/build contract. The bid documents will include 30% design of the facilities, and allow for a design/build company to finalize the construction drawings (i.e. plumbing, electrical, mechanical, HVAC, structural, etc.)</p> <p>September 23, 2014: The Village Council approved the FY 2014-2015 Budget which allocated \$900 K towards the construction of a new tennis concession building, new playground and miscellaneous landscape improvements for Coral Pine Park.</p>			
Item No.	Action Initiation Date	Councilmember or Staff Member	Topic of Follow-up	Department Assigned
5	9/23/2014	Village Council	Pinecrest Gardens Parking Lot Drainage Improvements	Office of the Village Manager and Pinecrest Gardens
Status	<p>May 2016: Installation of the drainage improvements will commence.</p> <p>April 15, 2016: Notice to Proceed will be issued.</p> <p>February 2, 2015: The Village Manager communicated with Titan America regarding the delay for the project.</p> <p>January 14, 2015: The Village Manager received bid totals from the Pompano Alley Project which could potentially be used as a piggy-back contract for the drainage improvements as well as a quote from RP Utility and Excavation Corp to complete the project in the amount of \$211,745.</p> <p>January 9, 2015: The Village Manager contacted Titan America to follow-up with regards to the receipt of a quote for the project.</p> <p>December 15, 2014: The Village Manager received an email from Titan America representatives indicating they would be contacting some of the contractors that have current contracts with other governmental entities to provide a quote for the drainage project.</p> <p>November 14, 2014: Village Manager received notification from Titan America that they had visited Pinecrest Gardens to develop the parameters of the drainage project and would be contacting several project contractors to obtain quotes.</p> <p>November 4, 2014: Village Manager met with representatives from Titan America to review product samples and answer some questions regarding the scope of the project.</p> <p>October 30, 2014: Village Manager received an email from Titan America inquiring as to status of commencement of this project.</p> <p>October 5, 2014: Village Manager met with representatives from Titan America to review the project.</p> <p>September 23, 2014: Village Council adopted FY 2014-2015 which set aside funding in the amount of \$87,000 towards Parking Lot Improvements at Pinecrest Gardens to improve drainage on the last row of the parking lot directly behind the colonnade.</p>			
Item No.	Action Initiation Date	Councilmember or Staff Member	Topic of Follow-up	Department Assigned
6	9/23/2014	Village Council	Kendall Drive Median Beautification Project	Office of the Village Manager
Status	<p>January 2016: County review of plans</p> <p>December 2015: Completion of design</p> <p>October 13, 2015: O'leary Design and Associates provided options for lighting along the corridor and entrance signage concepts.</p> <p>July 7, 2015: O'leary Design and Associates will provide a presentation to the Village Council regarding the project concepts.</p> <p>March 17, 2015: Design contract was awarded to O'leary Design and Associates by the Village Council.</p> <p>February 10, 2015: Recommendation for ranked list was submitted to the Village Council. Village Council will authorize the Village Manager to negotiate a contract for the design of the Kendall Drive Median Beautification Project with O'Leary Design Associates.</p>			

	<p>January 30, 2015: Scores from the members of the selection committee are due to the Administrative Services Manager. A ranked list will be developed based on the scores and submitted as a recommendation to the Council.</p> <p>January 14, 2015: The Selection Committee members received copies of the submittals and must review and score by January 30th.</p> <p>December 16, 2014: The Village received 9 proposals in response to the Request for Qualifications for landscape architects.</p> <p>September 23, 2014: The Village Council approved the FY 2014-15 Budget which allocated \$175,000 for design and construction of the improvements.</p>			
Item No.	Action Initiation Date	Councilmember or Staff Member	Topic of Follow-up	Department Assigned
7	9/23/2014	Village Council	US I Median Beautification Project	Office of the Village Manager
Status	<p>April 2016: Anticipate completion of design.</p> <p>June 19, 2015: The Village Manager executed the contract for the project design.</p> <p>June 9, 2015: Award of the design contract for the US I Median Beautification Project with O'Leary Design and Associates.</p> <p>March 17, 2015: Recommendation for ranked list was submitted to the Village Council. Village Council authorized the Village Manager to negotiate a contract for the design of the US I Median Beautification Project with the number one ranked firm, O'Leary Design and Associates.</p> <p>February 6, 2015: Scores from the members of the selection committee are due to the Administrative Services Manager. A ranked list will be developed based on the scores and submitted as a recommendation to the Council.</p> <p>January 15, 2015: The Selection Committee members received copies of the submittals and must review and score by February 6th.</p> <p>December 17, 2014: The Village received 9 proposals in response to the Request for Qualifications for landscape architects.</p> <p>November 23, 2014: The Village issued the Request for Qualifications for landscape architects to develop design plans for the beautification of US I Median.</p> <p>September 23, 2014: The Village Council approved the FY 2014-15 Budget which allocated \$300,000 for design and construction of the improvements.</p>			
Item No.	Action Initiation Date	Councilmember or Staff Member	Topic of Follow-up	Department Assigned
8	10/14/2014	Village Council	Street Repaving Program - Phase 2	Office of the Village Manager and Public Works Department
Status	<p>February 2016: Anticipate project completion.</p> <p>November 4, 2015: 85% completed.</p> <p>October 1, 2015: 70% completed.</p> <p>September 14, 2015: 60% completed.</p> <p>July 30, 2015: Phase 2 commenced.</p> <p>June 30, 2015: Phase 1 completed.</p>			
Item No.	Action Initiation Date	Councilmember or Staff Member	Topic of Follow-up	Department Assigned
9	11/10/2015	Village Council	SW 132 Street Sidewalk Project	Office of the Village Manager and Public Works Department
Status	<p>March 8, 2016: Council will consider final approval of the project.</p>			

	<p>January 2016: Sidewalk will be marked along the right-of-way. January 4, 2016: Letter will be sent to residents along the north side of 132 Street advising that temporary markings will be installed to delineate where the proposed sidewalk will go and allow through February 15, 2016 for residents to contact the Public Works Department to address concerns and request possible adjustments.</p>			
Item No.	Action Initiation Date	Councilmember or Staff Member	Topic of Follow-up	Department Assigned
10	10/1/2015	Village Council	Cypress Hall Renovation	Office of the Village Manager and Building and Planning Department
Status	<p>October 2016: Anticipate completion of the construction. March 2016: Commencement of construction. March 9, 2016: Anticipate Council award of construction contract. February 2016: Staff will review the results of the Invitation to Bid and prepare a recommendation for award of contract to a contractor. January 2016: An Invitation to Bid will be announced for the construction of the Cypress Hall space. December 15, 2015: Anticipate completion of the construction plans. October 30, 2015: Drawings for the renovation of Cypress Hall commenced.</p>			

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Organization	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% used/ Rec'd	Prior Year Total
Fund 001 - General Fund									
REVENUE									
Department 000 - .	21,644,720.00	.00	21,644,720.00	7,668,635.19	.00	9,871,058.13	11,773,661.87	46	20,342,432.46
REVENUE TOTALS	\$21,644,720.00	\$0.00	\$21,644,720.00	\$7,668,635.19	\$0.00	\$9,871,058.13	\$11,773,661.87	46%	\$20,342,432.46
EXPENSE									
Department 000 - .	2,857,490.00	.00	2,857,490.00	18,607.84	.00	174,030.34	2,683,459.66	6	2,425,022.20
Department 511 - Village Council	230,630.00	.00	230,630.00	16,340.62	.00	60,055.82	170,574.18	26	224,084.18
Department 512 - Administrative	930,960.00	.00	930,960.00	69,388.11	.00	195,934.92	735,025.08	21	933,957.78
Department 513 - Finance Department	369,350.00	.00	369,350.00	23,659.04	.00	66,203.46	303,146.54	18	338,900.83
Department 514 - Village Attorney	420,000.00	.00	420,000.00	73,565.09	.00	87,801.59	332,198.41	21	431,578.23
Department 519 - General Government	1,620,830.00	.00	1,620,830.00	88,761.20	.00	465,368.94	1,155,461.06	29	1,631,416.54
Department 521 - Police Department	9,487,400.00	100,830.00	9,588,230.00	667,064.70	229,037.22	1,965,530.44	7,393,662.34	23	7,907,429.97
Department 524 - Building, Planning & Zoning -BPZ	1,814,850.00	47,900.00	1,862,750.00	129,641.62	.00	399,619.59	1,463,130.41	21	1,905,404.55
Department 539 - Public Works	724,520.00	.00	724,520.00	47,088.64	.00	166,703.73	557,816.27	23	668,244.91
Department 572 - Parks and Recreation	2,287,610.00	.00	2,287,610.00	168,999.81	.00	543,019.26	1,744,590.74	24	2,240,208.71
Department 575 - Pinecrest Gardens	2,110,160.00	.00	2,110,160.00	189,750.12	.00	518,686.12	1,591,473.88	25	1,924,853.24
EXPENSE TOTALS	\$22,853,800.00	\$148,730.00	\$23,002,530.00	\$1,492,866.79	\$229,037.22	\$4,642,954.21	\$18,130,538.57	21%	\$20,631,101.14
Fund 001 - General Fund Totals									
REVENUE TOTALS	21,644,720.00	.00	21,644,720.00	7,668,635.19	.00	9,871,058.13	11,773,661.87	46	20,342,432.46
EXPENSE TOTALS	22,853,800.00	148,730.00	23,002,530.00	1,492,866.79	229,037.22	4,642,954.21	18,130,538.57	21	20,631,101.14
Fund 001 - General Fund Totals	(\$1,209,080.00)	(\$148,730.00)	(\$1,357,810.00)	\$6,175,768.40	(\$229,037.22)	\$5,228,103.92	(\$6,356,876.70)		(\$288,668.68)



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Organization	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% used/ Rec'd	Prior Year Total
Fund 101 - Stormwater Utility Fund									
REVENUE									
Department 000 - .	969,590.00	.00	969,590.00	1,850.19	.00	115,221.85	854,368.15	12	676,890.84
REVENUE TOTALS	\$969,590.00	\$0.00	\$969,590.00	\$1,850.19	\$0.00	\$115,221.85	\$854,368.15	12%	\$676,890.84
EXPENSE									
Department 538 - Stormwater	577,010.00	170,000.00	747,010.00	41,273.26	15,500.00	115,082.45	616,427.55	17	841,338.42
EXPENSE TOTALS	\$577,010.00	\$170,000.00	\$747,010.00	\$41,273.26	\$15,500.00	\$115,082.45	\$616,427.55	17%	\$841,338.42
Fund 101 - Stormwater Utility Fund Totals									
REVENUE TOTALS	969,590.00	.00	969,590.00	1,850.19	.00	115,221.85	854,368.15	12	676,890.84
EXPENSE TOTALS	577,010.00	170,000.00	747,010.00	41,273.26	15,500.00	115,082.45	616,427.55	17	841,338.42
Fund 101 - Stormwater Utility Fund Totals	\$392,580.00	(\$170,000.00)	\$222,580.00	(\$39,423.07)	(\$15,500.00)	\$139.40	\$237,940.60		(\$164,447.58)



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Organization	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% used/ Rec'd	Prior Year Total
Fund 102 - Transportation Fund									
REVENUE									
Department 000 -	1,441,820.00	.00	1,441,820.00	42,892.26	.00	156,876.55	1,284,943.45	11	1,086,262.20
REVENUE TOTALS	\$1,441,820.00	\$0.00	\$1,441,820.00	\$42,892.26	\$0.00	\$156,876.55	\$1,284,943.45	11%	\$1,086,262.20
EXPENSE									
Department 000 -	.00	.00	.00	.00	.00	.00	.00	+++	983,294.00
Department 541 - Transportation	2,431,830.00	848,406.00	3,280,236.00	180,547.42	356,753.62	211,013.21	2,712,469.17	17	2,161,694.34
EXPENSE TOTALS	\$2,431,830.00	\$848,406.00	\$3,280,236.00	\$180,547.42	\$356,753.62	\$211,013.21	\$2,712,469.17	17%	\$3,144,988.34
Fund 102 - Transportation Fund Totals									
REVENUE TOTALS	1,441,820.00	.00	1,441,820.00	42,892.26	.00	156,876.55	1,284,943.45	11	1,086,262.20
EXPENSE TOTALS	2,431,830.00	848,406.00	3,280,236.00	180,547.42	356,753.62	211,013.21	2,712,469.17	17	3,144,988.34
Fund 102 - Transportation Fund Totals	(\$990,010.00)	(\$848,406.00)	(\$1,838,416.00)	(\$137,655.16)	(\$356,753.62)	(\$54,136.66)	(\$1,427,525.72)		(\$2,058,726.14)



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Organization	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% used/ Rec'd	Prior Year Total
Fund 103 - Police Education Fund									
REVENUE									
Department 000 -	5,140.00	.00	5,140.00	277.72	.00	277.73	4,862.27	5	11,140.17
REVENUE TOTALS	\$5,140.00	\$0.00	\$5,140.00	\$277.72	\$0.00	\$277.73	\$4,862.27	5%	\$11,140.17
EXPENSE									
Department 521 - Police Department	9,010.00	.00	9,010.00	180.00	.00	3,095.00	5,915.00	34	7,542.31
EXPENSE TOTALS	\$9,010.00	\$0.00	\$9,010.00	\$180.00	\$0.00	\$3,095.00	\$5,915.00	34%	\$7,542.31
Fund 103 - Police Education Fund Totals									
REVENUE TOTALS	5,140.00	.00	5,140.00	277.72	.00	277.73	4,862.27	5	11,140.17
EXPENSE TOTALS	9,010.00	.00	9,010.00	180.00	.00	3,095.00	5,915.00	34	7,542.31
Fund 103 - Police Education Fund Totals	(\$3,870.00)	\$0.00	(\$3,870.00)	\$97.72	\$0.00	(\$2,817.27)	(\$1,052.73)		\$3,597.86



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Organization	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% used/ Rec'd	Prior Year Total
Fund 104 - Police Forfeiture Fund									
REVENUE									
Department 000 -	.00	.00	.00	.00	.00	15,107.12	(15,107.12)	+++	34,285.29
REVENUE TOTALS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$15,107.12	(\$15,107.12)	+++	\$34,285.29
EXPENSE									
Department 521 - Police Department	.00	51,090.00	51,090.00	.00	25,015.00	.00	26,075.00	49	.00
EXPENSE TOTALS	\$0.00	\$51,090.00	\$51,090.00	\$0.00	\$25,015.00	\$0.00	\$26,075.00	49%	\$0.00
Fund 104 - Police Forfeiture Fund Totals									
REVENUE TOTALS	.00	.00	.00	.00	.00	15,107.12	(15,107.12)	+++	34,285.29
EXPENSE TOTALS	.00	51,090.00	51,090.00	.00	25,015.00	.00	26,075.00	49	.00
Fund 104 - Police Forfeiture Fund Totals	\$0.00	(\$51,090.00)	(\$51,090.00)	\$0.00	(\$25,015.00)	\$15,107.12	(\$41,182.12)		\$34,285.29



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Organization	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% used/ Rec'd	Prior Year Total
Fund 105 - Hardwire, 911 Fund									
REVENUE									
Department 000 -	168,520.00	.00	168,520.00	8.43	.00	115,008.59	53,511.41	68	55,503.54
REVENUE TOTALS	\$168,520.00	\$0.00	\$168,520.00	\$8.43	\$0.00	\$115,008.59	\$53,511.41	68%	\$55,503.54
EXPENSE									
Department 521 - Police Department	176,900.00	.00	176,900.00	6,802.40	.00	24,427.41	152,472.59	14	64,300.48
EXPENSE TOTALS	\$176,900.00	\$0.00	\$176,900.00	\$6,802.40	\$0.00	\$24,427.41	\$152,472.59	14%	\$64,300.48
Fund 105 - Hardwire, 911 Fund Totals									
REVENUE TOTALS	168,520.00	.00	168,520.00	8.43	.00	115,008.59	53,511.41	68	55,503.54
EXPENSE TOTALS	176,900.00	.00	176,900.00	6,802.40	.00	24,427.41	152,472.59	14	64,300.48
Fund 105 - Hardwire, 911 Fund Totals	(\$8,380.00)	\$0.00	(\$8,380.00)	(\$6,793.97)	\$0.00	\$90,581.18	(\$98,961.18)		(\$8,796.94)



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Organization	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% used/ Rec'd	Prior Year Total
Fund 106 - Wireless, 911 Fund									
REVENUE									
Department 000 -	21,200.00	.00	21,200.00	89.32	.00	89.36	21,110.64	0	5,897.56
REVENUE TOTALS	\$21,200.00	\$0.00	\$21,200.00	\$89.32	\$0.00	\$89.36	\$21,110.64	0%	\$5,897.56
EXPENSE									
Department 521 - Police Department	34,040.00	.00	34,040.00	1,171.60	.00	4,351.69	29,688.31	13	14,270.80
EXPENSE TOTALS	\$34,040.00	\$0.00	\$34,040.00	\$1,171.60	\$0.00	\$4,351.69	\$29,688.31	13%	\$14,270.80
Fund 106 - Wireless, 911 Fund Totals									
REVENUE TOTALS	21,200.00	.00	21,200.00	89.32	.00	89.36	21,110.64	0	5,897.56
EXPENSE TOTALS	34,040.00	.00	34,040.00	1,171.60	.00	4,351.69	29,688.31	13	14,270.80
Fund 106 - Wireless, 911 Fund Totals	(\$12,840.00)	\$0.00	(\$12,840.00)	(\$1,082.28)	\$0.00	(\$4,262.33)	(\$8,577.67)		(\$8,373.24)



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Organization	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% used/ Rec'd	Prior Year Total
Fund 107 - CITT Public Transit Fund									
REVENUE									
Department 000 - .	637,000.00	.00	637,000.00	9,033.00	.00	1,163.22	635,836.78	0	1,131,500.32
REVENUE TOTALS	\$637,000.00	\$0.00	\$637,000.00	\$9,033.00	\$0.00	\$1,163.22	\$635,836.78	0%	\$1,131,500.32
EXPENSE									
Department 541 - Transportation	1,550,950.00	140,153.00	1,691,103.00	153,403.51	327,799.64	366,425.92	996,877.44	41	235,355.69
EXPENSE TOTALS	\$1,550,950.00	\$140,153.00	\$1,691,103.00	\$153,403.51	\$327,799.64	\$366,425.92	\$996,877.44	41%	\$235,355.69
Fund 107 - CITT Public Transit Fund Totals									
REVENUE TOTALS	637,000.00	.00	637,000.00	9,033.00	.00	1,163.22	635,836.78	0	1,131,500.32
EXPENSE TOTALS	1,550,950.00	140,153.00	1,691,103.00	153,403.51	327,799.64	366,425.92	996,877.44	41	235,355.69
Fund 107 - CITT Public Transit Fund Totals	(\$913,950.00)	(\$140,153.00)	(\$1,054,103.00)	(\$144,370.51)	(\$327,799.64)	(\$365,262.70)	(\$361,040.66)		\$896,144.63



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Organization	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% used/ Rec'd	Prior Year Total
Fund 108 - CITY Busway Shelter Fund									
REVENUE									
Department 000 - .	.00	.00	.00	.00	.00	.00	.00	+++	.00
REVENUE TOTALS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	+++	\$0.00
EXPENSE									
Department 000 - .	.00	.00	.00	.00	.00	.00	.00	+++	.00
Department 541 - Transportation	.00	.00	.00	.00	.00	.00	.00	+++	.00
EXPENSE TOTALS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	+++	\$0.00
Fund 108 - CITY Busway Shelter Fund Totals									
REVENUE TOTALS	.00	.00	.00	.00	.00	.00	.00	+++	.00
EXPENSE TOTALS	.00	.00	.00	.00	.00	.00	.00	+++	.00
Fund 108 - CITY Busway Shelter Fund Totals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00



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Organization	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% used/ Rec'd	Prior Year Total
Fund 201 - Debt Service Fund									
REVENUE									
Department 000 -	1,977,480.00	.00	1,977,480.00	18,607.84	.00	59,030.34	1,918,449.66	3	1,916,182.20
REVENUE TOTALS	\$1,977,480.00	\$0.00	\$1,977,480.00	\$18,607.84	\$0.00	\$59,030.34	\$1,918,449.66	3%	\$1,916,182.20
EXPENSE									
Department 000 -	1,977,480.00	.00	1,977,480.00	18,607.84	.00	59,030.34	1,918,449.66	3	1,916,182.20
EXPENSE TOTALS	\$1,977,480.00	\$0.00	\$1,977,480.00	\$18,607.84	\$0.00	\$59,030.34	\$1,918,449.66	3%	\$1,916,182.20
Fund 201 - Debt Service Fund Totals									
REVENUE TOTALS	1,977,480.00	.00	1,977,480.00	18,607.84	.00	59,030.34	1,918,449.66	3	1,916,182.20
EXPENSE TOTALS	1,977,480.00	.00	1,977,480.00	18,607.84	.00	59,030.34	1,918,449.66	3	1,916,182.20
Fund 201 - Debt Service Fund Totals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00



Budget by Organization Report

Through 12/31/15
 Prior Fiscal Year Activity Excluded
 Summary Listing

Organization	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% used/ Rec'd	Prior Year Total
Fund 301 - Capital Projects Fund									
REVENUE									
Department 000 -	1,318,000.00	.00	1,318,000.00	23,493.00	.00	26,171.88	1,291,828.12	2	6,506,027.89
REVENUE TOTALS	\$1,318,000.00	\$0.00	\$1,318,000.00	\$23,493.00	\$0.00	\$26,171.88	\$1,291,828.12	2%	\$6,506,027.89
EXPENSE									
Department 000 -	.00	.00	.00	.00	.00	.00	.00	+++	39,439.44
Department 519 - General Government	100,000.00	225,000.00	325,000.00	11,200.00	16,800.00	11,200.00	297,000.00	9	.00
Department 572 - Parks and Recreation	.00	5,811,099.00	5,811,099.00	162,610.69	222,459.53	193,993.94	5,394,645.53	7	179,417.91
Department 575 - Pinecrest Gardens	1,569,910.00	148,605.00	1,718,515.00	44,662.53	38,707.00	51,162.53	1,628,645.47	5	178,715.45
EXPENSE TOTALS	\$1,669,910.00	\$6,184,704.00	\$7,854,614.00	\$218,473.22	\$277,966.53	\$256,356.47	\$7,320,291.00	7%	\$397,572.80
Fund 301 - Capital Projects Fund Totals									
REVENUE TOTALS	1,318,000.00	.00	1,318,000.00	23,493.00	.00	26,171.88	1,291,828.12	2	6,506,027.89
EXPENSE TOTALS	1,669,910.00	6,184,704.00	7,854,614.00	218,473.22	277,966.53	256,356.47	7,320,291.00	7	397,572.80
Fund 301 - Capital Projects Fund Totals	(\$351,910.00)	(\$6,184,704.00)	(\$6,536,614.00)	(\$194,980.22)	(\$277,966.53)	(\$230,184.59)	(\$6,028,462.88)		\$6,108,455.09
Grand Totals									
REVENUE TOTALS	28,183,470.00	.00	28,183,470.00	7,764,886.95	.00	10,360,004.77	17,823,465.23	37	31,766,122.47
EXPENSE TOTALS	31,280,930.00	7,543,083.00	38,824,013.00	2,113,326.04	1,232,072.01	5,682,736.70	31,909,204.29	18	27,252,652.18
Grand Totals	(\$3,097,460.00)	(\$7,543,083.00)	(\$10,640,543.00)	\$5,651,560.91	(\$1,232,072.01)	\$4,677,268.07	(\$14,085,739.06)		\$4,513,470.29

VILLAGE OF PINECREST
INVESTMENT RETURNS
INTEREST RATES

SOURCE	Jan. 15	Feb. 15	Mar. 15	Apr. 15	May-15	June 15	July 15	Aug, 15	Sept. 15	Oct. 15	Nov. 15	Dec. 15
STATE POOL	0.17%	0.16%	0.18%	0.19%	0.20%	0.21%	0.22%	0.23%	0.23%	0.25%	0.26%	0.42%
BB&T/BK SWEEP	0.01%	0.01%	0.01%	0.01%	0.01%	0.01%	0.01%	0.01%	0.01%	0.01%	0.15%	0.15%
T-BILLS												
6 Months	0.08%	0.14%	13.50%	0.10%	0.08%	0.08%	0.15%	0.20%	0.12%	0.16%	0.35%	0.55%
3 Months	0.02%	0.02%	0.04%	0.02%	0.02%	0.01%	0.05%	0.05%	0.01%	0.02%	0.14%	0.26%
BBB&T, CD's over \$1MM												
One Year	0.05%	0.05%	0.05%	0.05%	0.05%	0.05%	0.10%	0.10%	0.05%	0.45%	NA	NA
6 Months	0.01%	0.02%	0.03%	0.03%	0.01%	0.03%	0.05%	0.05%	0.03%	0.22%	NA	NA
National Rates												
One Year	1.06%	1.05%	1.06%	0.98%	1.00%	1.01%	1.06%	1.06%	1.09%	1.10%	1.12%	1.12%
PRIME RATE	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.50%	
CONSUMER PRICE INDI	233.7	240.1	236.1	236.6	237.8	238.6	238.6	238.32	237.9	237.9	NA	
Plus/Minus Year Ago	0.8%	1.6%	1.8%	1.8%	1.8%	1.8%	1.8%	1.8%	1.9%	1.9%	NA	
MORTGAGE/SECURITIES *												
30 Years -												
Fannie Mae (FNMA)	3.14%	3.36%	3.31%	3.36%	3.43%	3.67%	3.55%	3.46%	3.47%	3.43%	3.51%	3.58%
NAPM ** / ISM	53.5	52.9	51.5	51.5	52.8	53.5	52.7	51.1	50.2	50.1	48.6	48.2

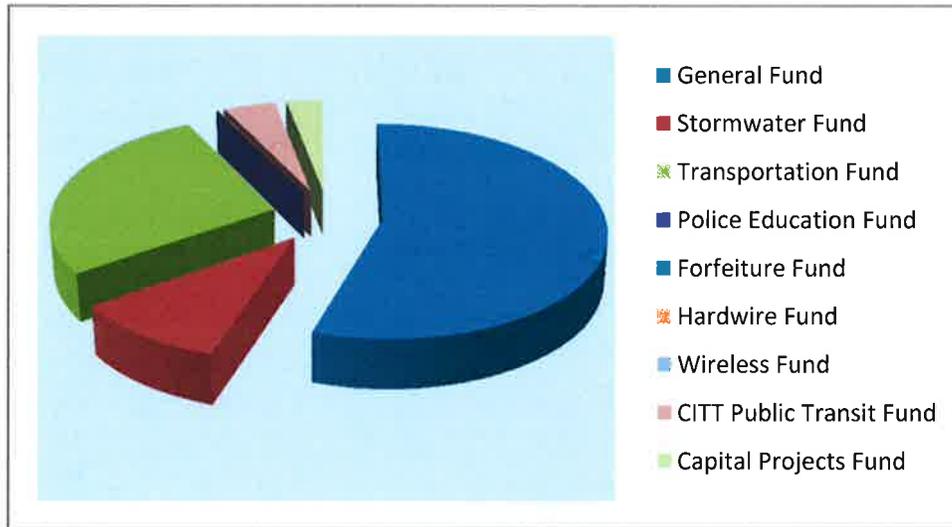
* Mortgage/Securities Return Principal and Interest on a Monthly Basis

** Institute for Supply Management, a reading of under 50 denotes contraction and a reading of above 50 denotes expansion in the manufacturing sector of the economy.

Cash Summary

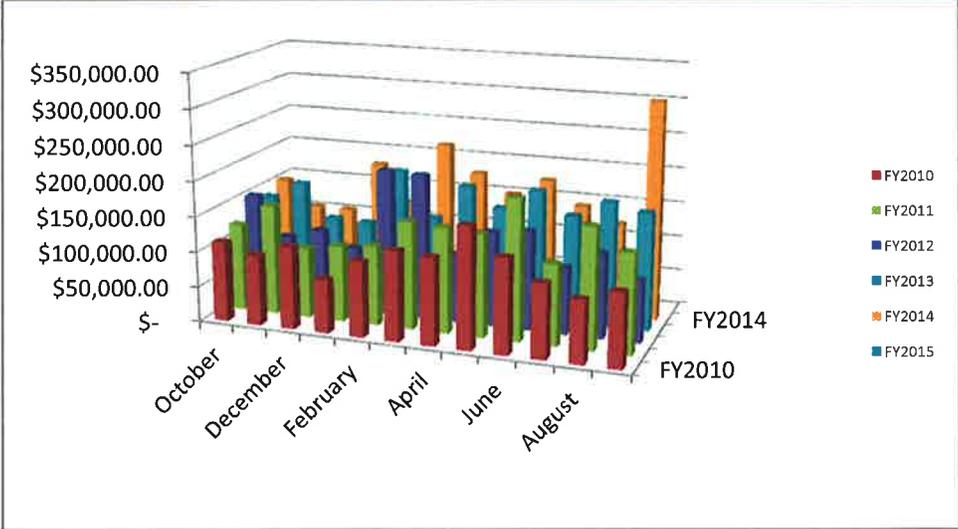
FY 2016
December, 2015

Fund #		Total	BBandT	State Investment Pool
001	General Fund	\$13,726,285	\$ 885,554	\$ 12,840,731
101	Stormwater Fund	\$ 596,737	\$ 202,866	\$ 393,871
102	Transportation Fund	\$ 4,256,066	\$ 2,485,471	\$ 1,770,595
103	Police Education Fund	\$ 4,276	\$ 4,276	\$ -
104	Forfeiture Fund	\$ 82,779	\$ 82,779	
105	Hardwire Fund	\$ 101,124	\$ 101,124	
106	Wireless Fund	\$ 21,213	\$ 21,213	
107	CITT Public Transit Fund	\$ 802,018	\$ 33,671	\$ 768,347
301	Capital Projects Fund	\$ 6,380,450	\$ 475,635	\$ 5,904,815
Totals		\$25,970,948	\$ 4,292,589	\$ 21,678,359



**Building, Planning & Zoning
FY 2011-Present**

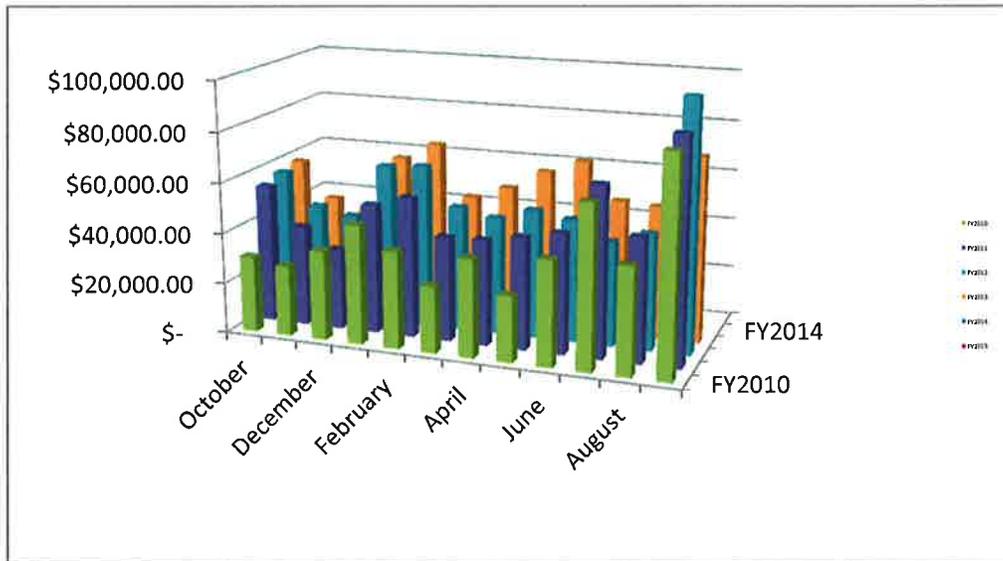
	322.000	322.000	322.000	322.000	322.000	322.000
	FY2011	FY2012	FY2013	FY2014	FY2015	FY2016
October	\$ 124,372.72	\$ 153,151.16	\$ 139,836.17	\$ 154,221.74	\$ 208,891.46	\$ 187,635.00
November	\$ 156,274.48	\$ 97,634.95	\$ 164,116.86	\$ 117,371.73	\$ 168,584.76	\$ 132,836.07
December	\$ 99,397.63	\$ 111,113.29	\$ 116,232.17	\$ 116,826.14	\$ 150,381.66	
January	\$ 108,105.11	\$ 90,161.72	\$ 114,054.80	\$ 189,594.75	\$ 173,820.94	
February	\$ 113,181.14	\$ 206,746.95	\$ 194,576.33	\$ 136,664.18	\$ 143,674.08	
March	\$ 152,109.22	\$ 204,799.10	\$ 130,675.26	\$ 225,909.66	\$ 203,023.50	
April	\$ 148,677.70	\$ 96,539.87	\$ 181,100.21	\$ 188,486.79	\$ 165,932.19	
May	\$ 145,284.67	\$ 133,604.20	\$ 154,103.18	\$ 161,354.35	\$ 339,185.71	
June	\$ 198,657.20	\$ 140,277.60	\$ 182,684.14	\$ 186,916.99	\$ 233,894.37	
July	\$ 114,144.13	\$ 94,231.13	\$ 152,110.96	\$ 153,450.16	\$ 245,369.43	
August	\$ 169,889.69	\$ 118,856.41	\$ 176,013.58	\$ 132,811.12	\$ 148,086.45	
September	\$ 140,014.68	\$ 87,754.30	\$ 165,860.78	\$ 308,928.65	\$ 195,070.39	
Totals	\$ 1,670,108.37	\$ 1,534,870.68	\$ 1,871,364.44	\$ 2,072,536.26	\$ 2,375,914.94	\$ 320,471.07



Community Center

FY 2011-Present

	347.100	347.100	347.100	347.100	347.100	347.100
	FY2011	FY2012	FY2013	FY2014	FY2015	FY206
October	\$ 55,051.73	\$ 57,225.98	\$ 58,686.14	\$ 68,959.57	\$ 56,473.78	\$ 86,738.40
November	\$ 39,804.73	\$ 44,446.17	\$ 44,368.36	\$ 68,776.34	\$ 47,475.82	\$ 54,236.39
December	\$ 31,951.96	\$ 41,692.76	\$ 40,571.33	\$ 51,388.63	\$ 49,638.73	
January	\$ 51,300.08	\$ 63,373.86	\$ 63,490.21	\$ 74,955.92	\$ 68,917.05	
February	\$ 55,579.38	\$ 64,512.86	\$ 70,217.72	\$ 59,146.69	\$ 68,682.40	
March	\$ 41,352.20	\$ 49,299.82	\$ 50,046.06	\$ 50,695.16	\$ 54,796.81	
April	\$ 41,698.79	\$ 46,405.40	\$ 55,033.50	\$ 71,363.41	\$ 55,704.60	
May	\$ 44,321.48	\$ 50,707.09	\$ 62,644.78	\$ 69,243.65	\$ 61,756.08	
June	\$ 47,204.06	\$ 48,466.45	\$ 67,919.22	\$ 60,962.11	\$ 72,711.90	
July	\$ 67,134.36	\$ 41,381.22	\$ 53,627.90	\$ 56,275.05	\$ 78,142.80	
August	\$ 48,701.35	\$ 45,806.14	\$ 52,576.77	\$ 49,459.73	\$ 75,567.21	
September	\$ 88,060.83	\$ 98,695.91	\$ 73,404.73	\$ 95,671.44	\$ 114,041.50	
Totals	\$ 612,160.95	\$ 652,013.66	\$ 692,586.72	\$ 776,897.70	\$ 803,908.68	\$ 140,974.79





Budget Performance Report

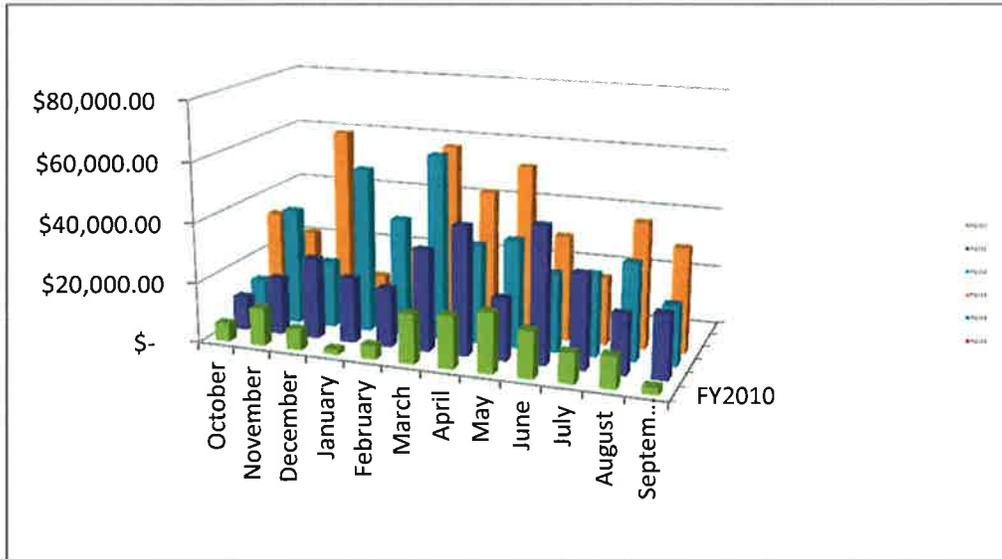
Fiscal Year to Date 11/30/15
 Include Rollup Account and Rollup to Object

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% used/ Rec'd	Prior Year Total
Fund 001 - General Fund										
REVENUE										
Department 000 - -										
Division 00 - -										
347 Cult & Rec										
347.100	Cult & Rec Community Center, Control	748,960.00	.00	748,960.00	.00	.00	.00	748,960.00	0	.00
347.101	Cult & Rec CC Building Rentals	.00	.00	.00	450.00	.00	600.00	(600.00)	+++	4,698.90
347.104	Cult & Rec CC Camps	.00	.00	.00	.00	.00	.00	.00	+++	63,736.50
347.105	Cult & Rec CC Concession Sales	.00	.00	.00	1,593.28	.00	3,619.03	(3,619.03)	+++	20,383.00
347.106	Cult & Rec CC Donations	.00	.00	.00	.00	.00	.00	.00	+++	75.00
347.107	Cult & Rec CC Classes, Member	.00	.00	.00	6,616.00	.00	23,875.37	(23,875.37)	+++	106,653.11
347.108	Cult & Rec CC Trainer Fees	.00	.00	.00	2,300.00	.00	4,300.00	(4,300.00)	+++	22,000.00
347.109	Cult & Rec CC Day Passes	.00	.00	.00	178.10	.00	597.98	(597.98)	+++	2,043.63
347.110	Cult & Rec CC Memberships, Annual, Residen	.00	.00	.00	8,090.76	.00	21,166.32	(21,166.32)	+++	158,258.64
347.111	Cult & Rec CC Memberships, 90 Days, Res.	.00	.00	.00	1,365.00	.00	2,409.86	(2,409.86)	+++	14,996.79
347.112	Cult & Rec CC Memberships, 30 Days, Residen	.00	.00	.00	2,520.00	.00	5,685.00	(5,685.00)	+++	35,137.69
347.113	Cult & Rec CC Memberships, One Week	.00	.00	.00	120.00	.00	160.00	(160.00)	+++	466.40
347.116	Cult & Rec CC, Special Events	.00	.00	.00	.00	.00	.00	.00	+++	3,773.33
347.117	Cult & Rec CC Classes, Nonmember	.00	.00	.00	29,967.33	.00	75,100.03	(75,100.03)	+++	356,522.07
347.120	Cult & Rec CC Memberships, Annual Non-res.	.00	.00	.00	660.00	.00	2,347.50	(2,347.50)	+++	8,829.37
347.121	Cult & Rec CC Memberships, 90 Day, Non res.	.00	.00	.00	240.00	.00	727.50	(727.50)	+++	3,885.98
347.122	Cult & Rec CC Memberships, 30 Day Non-Res	.00	.00	.00	1,200.00	.00	2,560.00	(2,560.00)	+++	13,116.81
347.123	Cult & Rec CC Senior Trips/Tours	.00	.00	.00	20.00	.00	58.00	(58.00)	+++	.00
347.199	Cult & Rec CC Credit Card Fees	.00	.00	.00	(1,084.08)	.00	(2,231.80)	2,231.80	+++	(10,462.56)
347 - Cult & Rec Totals		\$748,960.00	\$0.00	\$748,960.00	\$54,236.39	\$0.00	\$140,974.79	\$607,985.21	19%	\$804,114.66
Division 00 - - Totals		\$748,960.00	\$0.00	\$748,960.00	\$54,236.39	\$0.00	\$140,974.79	\$607,985.21	19%	\$804,114.66
Department 000 - - Totals		\$748,960.00	\$0.00	\$748,960.00	\$54,236.39	\$0.00	\$140,974.79	\$607,985.21	19%	\$804,114.66
REVENUE TOTALS		\$748,960.00	\$0.00	\$748,960.00	\$54,236.39	\$0.00	\$140,974.79	\$607,985.21	19%	\$804,114.66
Fund 001 - General Fund Totals										
REVENUE TOTALS		748,960.00	.00	748,960.00	54,236.39	.00	140,974.79	607,985.21	19	804,114.66
EXPENSE TOTALS		.00	.00	.00	.00	.00	.00	.00	+++	.00
Fund 001 - General Fund Totals		\$748,960.00	\$0.00	\$748,960.00	\$54,236.39	\$0.00	\$140,974.79	\$607,985.21	19%	\$804,114.66
Grand Totals										
REVENUE TOTALS		748,960.00	.00	748,960.00	54,236.39	.00	140,974.79	607,985.21	19	804,114.66
EXPENSE TOTALS		.00	.00	.00	.00	.00	.00	.00	+++	.00
Grand Totals		\$748,960.00	\$0.00	\$748,960.00	\$54,236.39	\$0.00	\$140,974.79	\$607,985.21	19%	\$804,114.66

Pinecrest Gardens

FY 2011-Present

	347.300	347.300	347.300	347.300	347.300	347.300
	FY2011	FY2012	FY2013	FY2014	FY2015	FY2016
October	\$ 11,243.76	\$ 13,450.16	\$ 33,732.10	\$ 54,371.87	\$ 57,055.54	\$ 87,203.52
November	\$ 18,808.29	\$ 38,968.46	\$ 28,178.10	\$ 40,726.62	\$ 44,278.99	\$ 32,141.95
December	\$ 26,755.29	\$ 22,240.33	\$ 63,964.43	\$ 63,360.51	\$ 58,727.69	
January	\$ 21,477.43	\$ 54,943.45	\$ 15,290.47	\$ 50,434.14	\$ 61,992.27	
February	\$ 19,487.57	\$ 39,095.43	\$ 25,440.29	\$ 6,444.61	\$ 68,940.12	
March	\$ 33,558.90	\$ 61,439.29	\$ 61,885.62	\$ 62,552.68	\$ 66,362.13	
April	\$ 42,693.96	\$ 32,931.61	\$ 47,644.32	\$ 56,389.43	\$ 40,328.49	
May	\$ 20,454.06	\$ 35,778.82	\$ 57,180.07	\$ 31,627.53	\$ 50,261.97	
June	\$ 45,174.14	\$ 26,152.56	\$ 35,194.79	\$ 54,588.70	\$ 42,159.26	
July	\$ 31,086.35	\$ 27,231.50	\$ 22,487.25	\$ 33,654.39	\$ 42,261.88	
August	\$ 19,646.32	\$ 32,070.29	\$ 42,008.65	\$ 24,941.25	\$ 32,834.04	
September	\$ 21,152.96	\$ 19,923.30	\$ 34,773.04	\$ 29,640.34	\$ 33,047.49	
Totals	\$ 311,539.03	\$ 404,225.20	\$ 467,779.13	\$ 508,732.07	\$ 598,249.87	\$ 119,345.47





Budget Performance Report

Fiscal Year to Date 11/30/15
 Include Rollup Account and Rollup to Object

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% used/ Rec'd	Prior Year Total
Fund 001 - General Fund										
REVENUE										
Department 000 - -										
Division 00 - -										
347 Cult & Rec										
347.300	Cult & Rec Pinecrest Gardens, Control	593,300.00	.00	593,300.00	.00	.00	.00	593,300.00	0	.00
347.301	Cult & Rec PG Corporate Sponsorship	.00	.00	.00	.00	.00	7,500.00	(7,500.00)	+++	45,520.00
347.302	Cult & Rec PG Farmers Market	.00	.00	.00	2,000.00	.00	2,000.00	(2,000.00)	+++	44,575.00
347.305	Cult & Rec PG Admissions, Adult	.00	.00	.00	.00	.00	.00	.00	+++	15.00
347.308	Cult & Rec PG Memberships, Annual Passes	.00	.00	.00	580.00	.00	1,600.00	(1,600.00)	+++	10,508.00
347.309	Cult & Rec PG Concessions, Iguana Bite	.00	.00	.00	243.23	.00	456.78	(456.78)	+++	10,602.80
347.310	Cult & Rec PG Concessions, Events	.00	.00	.00	920.00	.00	1,045.49	(1,045.49)	+++	5,033.05
347.311	Cult & Rec PG Children's Workshops	.00	.00	.00	.00	.00	.00	.00	+++	1,434.90
347.312	Cult & Rec PG Banyan Bowl Ticket Sales	.00	.00	.00	.00	.00	33,571.00	(33,571.00)	+++	72,884.55
347.313	Cult & Rec PG Fine Arts Festival, Booths	.00	.00	.00	3,200.00	.00	17,050.00	(17,050.00)	+++	17,450.00
347.314	Cult & Rec PG Fine Arts Festival Posters	.00	.00	.00	.00	.00	.00	.00	+++	145.00
347.315	Cult & Rec PG Eggstravaganza, Tickets	.00	.00	.00	.00	.00	.00	.00	+++	11,955.00
347.316	Cult & Rec PG Eggstravaganza, Baskets	.00	.00	.00	.00	.00	.00	.00	+++	333.00
347.317	Cult & Rec PG Eggstravaganza Booths	.00	.00	.00	.00	.00	.00	.00	+++	2,986.60
347.318	Cult & Rec PG Howl-O-Ween Parade Tickets	.00	.00	.00	.00	.00	6,070.00	(6,070.00)	+++	.00
347.319	Cult & Rec PG General Admissions	.00	.00	.00	8,435.00	.00	16,575.00	(16,575.00)	+++	173,119.78
347.320	Cult & Rec PG Senior Admissions	.00	.00	.00	593.00	.00	1,088.00	(1,088.00)	+++	10,078.55
347.321	Cult & Rec Mom's Exhibit	.00	.00	.00	.00	.00	3.00	(3.00)	+++	.00
347.322	Cult & Rec PG Earth Day Booth Sales	.00	.00	.00	.00	.00	.00	.00	+++	1,380.00
347.325	Cult & Rec PG Movie Tickets	.00	.00	.00	500.00	.00	870.00	(870.00)	+++	7,812.00
347.326	Cult & Rec PG Movie Concession	.00	.00	.00	189.00	.00	532.00	(532.00)	+++	2,832.00
347.327	Cult & Rec PG Vending Machine Sales	.00	.00	.00	.00	.00	.00	.00	+++	537.00
347.328	Cult & Rec PG Venue, Patio Rental	.00	.00	.00	800.00	.00	800.00	(800.00)	+++	4,300.00
347.330	Cult & Rec PG Venue, Lakeview Rental	.00	.00	.00	400.00	.00	1,200.00	(1,200.00)	+++	1,700.00
347.331	Cult & Rec PG Venue, Meadows Rental	.00	.00	.00	550.00	.00	1,650.00	(1,650.00)	+++	8,280.00
347.332	Cult & Rec PG Venue Picnic Rentals	.00	.00	.00	550.00	.00	3,650.00	(3,650.00)	+++	4,150.00
347.333	Cult & Rec PG Venue Rental, Hibiscus Rental	.00	.00	.00	1,430.00	.00	2,510.00	(2,510.00)	+++	28,805.00
347.334	Cult & Rec PG Venue Rental, Plant Societe	.00	.00	.00	750.00	.00	900.00	(900.00)	+++	7,757.50
347.335	Cult & Rec PG Banyan Bowl Rental	.00	.00	.00	8,100.00	.00	8,100.00	(8,100.00)	+++	17,100.00
347.336	Cult & Rec PG Original Entrance Rental	.00	.00	.00	400.00	.00	1,400.00	(1,400.00)	+++	17,238.20
347.337	Cult & Rec PG Parking Lot Rental	.00	.00	.00	200.00	.00	3,000.00	(3,000.00)	+++	13,230.00
347.338	Cult & Rec PG Commercial Video - Photo	.00	.00	.00	.00	.00	500.00	(500.00)	+++	4,000.00
347.342	Cult & Rec PG Donations	.00	.00	.00	.00	.00	.00	.00	+++	11,120.00
347.343	Cult & Rec PG Fish Food	.00	.00	.00	179.00	.00	333.00	(333.00)	+++	4,700.00
347.344	Cult & Rec PG Book Sales	.00	.00	.00	.00	.00	.00	.00	+++	2,433.50



Budget Performance Report

Fiscal Year to Date 11/30/15
 Include Rollup Account and Rollup to Object

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% used/ Rec'd	Prior Year Total
Fund 001 - General Fund	REVENUE									
Department 000 - -										
Division 00 - -										
347	Cult & Rec									
347.345	Cult & Rec PG Field Trips	.00	.00	.00	156.00	.00	870.00	(870.00)	+++	17,608.00
347.346	Cult & Rec PG Event Photos	.00	.00	.00	.00	.00	.00	.00	+++	2,731.00
347.348	Cult & Rec PG Horticulture Class	.00	.00	.00	450.00	.00	760.00	(760.00)	+++	1,256.40
347.350	Cult & Rec PG Chili Cook-off Booths	.00	.00	.00	.00	.00	.00	.00	+++	1,835.00
347.351	Cult & Rec PG Chili Cook-off Admission	.00	.00	.00	.00	.00	.00	.00	+++	5,230.00
347.352	Cult & Rec PG Holiday Festival Booths	.00	.00	.00	1,325.00	.00	2,800.00	(2,800.00)	+++	2,381.00
347.353	Cult & Rec PG Holiday Festival Admission	.00	.00	.00	100.00	.00	100.00	(100.00)	+++	11,382.00
347.354	Cult & Rec PG Nights of Lights Admission	.00	.00	.00	.00	.00	.00	.00	+++	3,560.00
347.355	Cult & Rec PG Butterfly House	.00	.00	.00	1,375.00	.00	2,171.15	(2,171.15)	+++	11,300.00
347.356	Cult & Rec PG Hammock Pavilion	.00	.00	.00	.00	.00	2,000.00	(2,000.00)	+++	5,500.00
347.357	Cult & Rec PG Summer Camps	.00	.00	.00	.00	.00	.00	.00	+++	12,209.00
347.358	Cult & Rec Secret Garden	.00	.00	.00	.00	.00	.00	.00	+++	300.00
347.399	Cult & Rec PG Credit card fees	.00	.00	.00	(1,283.28)	.00	(2,009.95)	2,009.95	+++	(11,066.96)
	347 - Cult & Rec Totals	\$593,300.00	\$0.00	\$593,300.00	\$32,141.95	\$0.00	\$119,345.47	\$473,954.53	20%	\$598,249.87
	Division 00 - - Totals	\$593,300.00	\$0.00	\$593,300.00	\$32,141.95	\$0.00	\$119,345.47	\$473,954.53	20%	\$598,249.87
	Department 000 - - Totals	\$593,300.00	\$0.00	\$593,300.00	\$32,141.95	\$0.00	\$119,345.47	\$473,954.53	20%	\$598,249.87
	REVENUE TOTALS	\$593,300.00	\$0.00	\$593,300.00	\$32,141.95	\$0.00	\$119,345.47	\$473,954.53	20%	\$598,249.87
	Fund 001 - General Fund Totals									
	REVENUE TOTALS	593,300.00	.00	593,300.00	32,141.95	.00	119,345.47	473,954.53	20	598,249.87
	EXPENSE TOTALS	.00	.00	.00	.00	.00	.00	.00	+++	.00
	Fund 001 - General Fund Totals	\$593,300.00	\$0.00	\$593,300.00	\$32,141.95	\$0.00	\$119,345.47	\$473,954.53		\$598,249.87
	Grand Totals									
	REVENUE TOTALS	593,300.00	.00	593,300.00	32,141.95	.00	119,345.47	473,954.53	20	598,249.87
	EXPENSE TOTALS	.00	.00	.00	.00	.00	.00	.00	+++	.00
	Grand Totals	\$593,300.00	\$0.00	\$593,300.00	\$32,141.95	\$0.00	\$119,345.47	\$473,954.53		\$598,249.87

VILLAGE OF PINECREST
BUDGET HIGHLIGHTS
December, 2015

The Village of Pinecrest's overall financial health is strong in the midst of the current economic climate. The following items are areas worthy of comment:

General Fund:

- Community Center revenues through November are \$140,975, an increase of \$37,025 or 35.6% from the previous year.
- Pinecrest Garden revenues through November are \$119,345, an increase of \$18,010 or 17.8% from the previous year.
- The BPZ revenues through November were \$320,471, a decrease of \$57,006 or 17.8 from the previous year.
- The tree account has a balance of \$66,720 as of December, 2015.
- For the year ending 9/30/2015, GASB 68 will require that the Village carry an actuarial pension liability on its government-wide financial statements. The State of Florida FRS plan actuaries will provide us with that figure at year end.
 - We have received word for the State of Florida that the required report will not be available until January, 2016. This will mean the Village of Pinecrest Financial Statement will be presented in March, 2016
- The audited general fund balance for FY15 is \$7,869,405. The unassigned fund balance and prepaid expenses equal \$6,511,595. The breakdown is:
 - Carryovers and used to balance subsequent years budget \$ 1,357,810
 - Prepaid expenses 107,706
 - Unassigned 6,403,889
- The 1st quarter budget amendment will be presented at the January 2016 for the first quarter of FY2016. The following items will be considered:
 - Legal settlement, AK Media, \$12,500.
 - Allocate sponsor proceeds to 20th anniversary picnic, \$14,000.



Leo Llanos, P.E.
 Building Official
 building@pinecrest-fl.gov

MEMORANDUM
 Department of Building and Planning

DATE: January 4, 2016
TO: Yocelyn Galiano Gomez, ICMA-CM, Village Manager
FROM: Leo Llanos, P.E., Building Official *[Signature]*
RE: Building Division DECEMBER 2015 Monthly Report

	DECEMBER 2015	DECEMBER 2014	10/1/15- 12/31/2015 YTD	10/1/14 – 12/31/2014 YTD
PERMITS ISSUED:				
Building	152	150	430	471
Electrical	29	45	123	134
Mechanical	28	21	77	64
Plumbing / LPGX	41	60	145	149
TOTAL PERMITS ISSUED:	250	276	775	818
VALUE OF CONSTRUCTION	7,352,272	5,234,499	20,342,419	21,941,925
PERMITS FOR NEW HOUSES	3	3	6	11
CERTIFICATE OF OCCUPANCY & CC'S	9	2	18	9
CERTIFICATE OF USE & OCCUPANCY	1	2	4	3
BUILDING CODE CASES	3	4	16	22
INSPECTIONS:				
Building & Roofing	1,159	1,038	3,282	2,714
Electrical	164	145	532	423
Mechanical	121	84	326	261
Plumbing / LPGX	234	172	690	497
Zoning Inspections by Building Dept.	0	0	0	1
TOTAL INSPECTIONS:	1,678	1,439	4,830	3,896



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Stephen R. Olmsted, AICP
 Planning Director
 planning@pinecrest-fl.gov

MEMORANDUM
 Department of Building and Planning

DATE: January 4, 2016
 TO: Yocelyn Galiano, ICMA-CM, LEED-GA, Village Manager
 FROM: Stephen R. Olmsted, AICP, Planning Director *SRO*
 RE: Planning Division December 2015 Monthly Report

	December 2015	December 2014	10/1/15 - 12/31/2015 YTD	10/1/14 - 12/31/2014 YTD
PLANNING				
Comp Plan Amendments	0	0	0	0
Land Development Code Amendments/ Plat	0 / 1	0 / 0	0 / 1	0 / 0
Conditional Uses/ Road Vacation	1 / 0	0 / 0	1 / 0	0 / 0
Variances/ Modification to Resolution	1 / 0	0 / 0	2 / 1	0 / 0
Site Development Plans	0	0	0	0
Zoning Compliance –Plans Review	274	230	781	685
Zoning Letters/Code Interpretations	23	33	85	81
Zoning Permits	39	46	111	114
CODE COMPLIANCE				
Code Cases Opened	96	72	160	221
Code Compliance Reminders	60	36	94	115
Notices to Appear	12	19	49	65
Notice of Violation - Building	0	0	4	3
Zoning Inspections Completed / Code Compliance, Landscape and LBT	172 / 344	160	459 / 1,016	507
Civil Violations	7	3	9	7
Special Magistrate Cases	15	9	69	67
Total Unclosed Cases (Active): 736	N/A	N/A	N/A	N/A
LICENSES				
Business Tax – NEW	9	10	49	31
Business Tax - RENEWAL	5	7	221	92
TOTAL LICENSES (* reflects new & renewal licenses)	14	17	270	123



Commercial and Residential Development/Redevelopment

Within the Village of Pinecrest, commercial and residential development and redevelopment have been approved and are occurring as follows:

1. Coconut Palm Estates Subdivision – A building permit for construction of a single-family residence on Lot 2 has been issued. An application for construction of a residence on Lot 8 is currently under review.
2. St Louis Catholic Church and Covenant School – Gymnatorium – The gymnatorium is under construction.
3. Baptist Health – The medical office building is under construction.
4. Pinecrest Shops – The commercial building is under construction. “Shula Burger” restaurant, one potential tenant, has indicated that they will submit an application for building permits this week. An application for a variance to permit a second freestanding sign will be considered by the Zoning Board on January 27, 2016.
5. Christ the King Lutheran Church Pre-school and Kindergarten – A permit application for fencing of the playground has been submitted and approved.



Loren C. Matthews
 Parks and Recreation Director
 parks@pinecrest-fl.gov

MEMORANDUM

Department of Parks and Recreation

DATE: January 4, 2016
 TO: Yocelyn Galiano Gomez, ICMA-CM, Village Manager
 FROM: Loren Matthews, Parks and Recreation Department
 RE: Parks and Recreation Department- December 2015 Monthly Report

ACTIVITY - COMMUNITY CENTER	Number of Participants December 2014	Number of Participants December 2015
RECREATIONAL CLASSES		
Ballet	56	99
Blood Pressure Screening	12	33
Bridge	18	24
Everyone Can Draw	N/A	0
Evolve Training	N/A	21
Game Day	18	40
Guitar	8	9
Genealogical Society	5	14
Greater Miami Youth Symphony	42	40
Gymnastics	28	25
Hip Hop Kids	6	10
Jump Rope	14	10
Kidokinetics	9	0
Kix 4 Kids	N/A	22
Line Dancing	64	59
Lectures	124	174
Mandarin Chinese	0	0
Music Together	35	35
Papercrafting	N/A	3



Photography	4	0
Quilting	7	8
Salsa & Flamenco	16	0
Spanish	9	7
Sharp minds	109	107
Sports Performance	8	10
Trips & Tours	30	29
Total:	622	779
FITNESS CLASSES		
Azucar	28	19
Baptist Yoga	N/A	22
Body Sculpting	32	152
Butts and Guts	N/A	41
Café con Leche	50	71
Cardio Box	N/A	85
Core Condition	N/A	16
Dance Body and Stretch	N/A	17
Fitness Plus	62	51
Gentle Yoga	18	37
Jiving Jazz	20	14
Matt Pilates	N/A	53
Spinning	295	1,340
Strength & Stretch with Hyla	51	51
Stretch, Breath, & Meditate with Jojo	30	2
Stretch, Walk, & Keep Young with Nora	96	169
The Workout	169	312
Total Body Burn	N/A	28
Zumba	67	29
TOTAL CLASS PARTICIPANTS	918	2,509

MISCELLANEOUS STATISTICS	December 2014	December 2015
Facebook Fans	664	881
Monthly Visitors to Community Center	14,328	18,266
Community Center Vending Revenue	\$1,265.52	\$1,165.00
TOTAL FOR FISCAL YEAR(No. of Months)	\$4,673.23 (3)	\$4,568.21 (3)

WELLNESS CENTER MEMBERSHIP TYPES	Memberships December 2014		Memberships December 2015	
	Resident Adult	New: 3 Renewal: 5	8	New: 4 Renewal:3
Resident Senior	New: 3 Renewal:11	14	New: 3 Renewal: 10	13
Resident Family	New: 4 Renewal:9	13	New:9 Renewal:10	19
Resident 90 Day	New: 4 Renewal: 6	10	New: 3 Renewal: 9	12
Resident Monthly	New: 38 Renewal:50	88	New: 27 Renewal:94	121
Non-Resident Adult	New: 0 Renewal: 0	0	New:1 Renewal: 0	1
Non-Resident Senior	New: 1 Renewal: 3	4	New: 2 Renewal: 0	2
Non-Resident Family	New: 0 Renewal: 0	0	New: 0 Renewal:1	1
Non-Resident 90 Day	New: 1 Renewal: 0	1	New: 0 Renewal:4	4
Non-Resident Monthly	New: 8 Renewal:30	38	New: 6 Renewal: 29	35
10 Class Punch Pass	New: 23 Renewal:115	87	New: 8 Renewal:110	118
Monthly Unlimited (Members)	New: 7 Renewal:18	25	New: 7 Renewal:18	25
Core Crunch	New: Renewal:	N/A	New: 3 Renewal: 4	7
Weekly Membership	New: 10	10	New: 14	14
Free One Week Trials	New: 14	14	New: 61	61
MONTHLY TOTAL	312		413	
TOTAL MEMBERS FOR CALENDAR YEAR (INCLUDING CURRENT MONTH)	2,734		4,276	

FACILITY	RENTALS December 2014	RENTALS December 2015
Evelyn Greer Park	5	8
Suniland Park	0	5
Coral Pine Park	8	10

REVENUES	December 2014	December 2015
Coral Pine Park Vending	\$948.55	\$1,284.50
Coral Pine Tennis Court	\$7,940.00	\$7,503.00
TOTAL MONTH	\$9,246.00	\$8,787.50
TOTAL FOR FISCAL YEAR(No. of Months)	\$28,179.20 (3)	\$27,774.23 (3)

ACTIVITY	Number of Participants- December 2014	Number of Participants- December 2015
CORAL PINE PARK		
Women's Tennis League	192	192
Men's Tennis League	128	128
Mixed Doubles Tennis League	48	48
SUNILAND PARK		
Optimist Football	150	150
EVELYN GREER PARK		
Black Panther Karate	26	14
Kendall Camera Club	100	100
Pinecrest Premier	900	250
Miami Premier	200	250



Alana S. Perez
Pinecrest Gardens Director
gardens@pinecrest-fl.gov

MEMORANDUM
Pinecrest Gardens

DATE: January 4, 2016
TO: Yocelyn Galiano Gomez, Village Manager
FROM: Alana Perez, Pinecrest Gardens Director 
RE: Pinecrest Gardens December 2015 Monthly Report

Indicated below are number of paid facility permits issued for the rental of various locations throughout the Gardens for meetings, picnics, weddings, parties and special events.

	Dec. 2015	Dec. 2014	Oct. - Dec. 2014 YTD	Oct. - Dec. 2015 YTD
Picnic Tables	9	8	31	34
Butterfly House	7	4	10	21
Lakeview Terrace/Pergola	2	1	4	4
Patio	0	1	2	1
Meadow	0	0	0	0
Hammock Pavilion	0	2	3	1
Hibiscus Room	0	0	4	3
Historical Entrance Room	2	1	9	5
Hidden Garden	0	0	0	0
Banyan Bowl	3	0	2	5
Parking Lot	3	1	1	6
Photography/Filming	2	2	10	6
Total Rentals	28	20	76	86

Park Attendance

December 2015*	December 2014*	Oct. - Dec. 2014 YTD*	Oct. - Dec. 2015 YTD*
10,170	9,700	24,280	23,970

*Includes paid and non-paid admissions (special events, birthdays, weddings, meetings, field trips, etc., included in rental fees).



Admission Revenue Breakdown December 2015

General Admission	Senior Admission	Total Admission Revenues
\$9,200	\$966	\$10,166

Memberships December 2015

Ind. Adult (18-64)	Ind. Senior (65+)	FT Student	Family	Patron	Cypress Society	Total New Memberships Dec. 2015	Total New Oct. - Dec. 2015 YTD
2	1	-	3	-	-	6	21

Total Active Memberships December 2014	Total Active Memberships December 2015	Total Resident	Total Non-Resident
109	193	104	89

Total Revenues

	December 2015	December 2014
Rental	\$12,185	\$7,375
Admissions	\$10,166	\$11,900
Memberships	\$500	\$709
Nights of Lights	\$17,280	\$13,970
Field Trips	-	-
Holiday Festival	\$4,130	\$8,300
PG Banyan Bowl Events*	\$5,686	\$7,515
Gardens Gallery	-	-
Educational/Horticulture Programming	\$374	-
Family Movie	\$885	\$1,015
Farmers Market	\$5,600	\$5,600
Concessions**	\$845	\$926
Total Revenues	\$57,651	\$57,310

** I-Guana Bite, Family Movie, Events

* Gardens Events (i.e. Jazz, Flamenco, Theater, etc.)

Notable Details

- Several days of rain storms/bad weather caused a decrease in admission numbers and revenues this month.
- Holiday Festival was rescheduled from December 5 to December 20 due to all day severe rain storms. Change of date caused a decrease in attendance as well as revenue numbers.
- Received \$3,000 grant from The Villagers for help with the restoration of the Hammock Pavilion.

Communications

- As of Dec. 31, 2015, Facebook members at 4,995, up 134 from Nov. 2015 at 4,861.
- E-newsletter sent out to approximately 8,000 subscribers; Peacock Post highlighting upcoming monthly events and membership.

Horticulture

- Horticulturist position vacant at this time.

Banyan Bowl

Performances, rehearsals, movies and graduations supported in the Banyan Bowl for November are:

- Palmetto Poetry Night
- Conchita Espinosa Holiday Dance Recital
- Family Movie Night – Elf
- Jazz Concert – Maria Rivas
- Greater Miami Youth Symphony Concert
- The Wizard of Pinecrest - Dance Performance by Glenda Cajigal Dance School
- Orchestra Miami Holiday Concert
- Holiday Festival Performances

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Samuel Ceballos, Jr.
Chief of Police
police@pinecrest-fl.gov

MEMORANDUM
Department of Police

DATE: December 21, 2015
TO: Yocelyn Galiano, ICMA-CM, Village Manager
FROM: Samuel Ceballos, Jr., Chief of Police *MS*
RE: Police Department November 2015 Monthly Report

Calls for Service	November 2015	Jan - Nov 2015
ARSON	0	0
AUTO THEFT	0	16
BAKER ACT-MENTAL	4	31
ASSAULT – SIMPLE	2	25
BURGLARY	5	103
CAR BREAK-VEHICLE BURGLARY	17	151
DECEASED PERSON	0	17
DISTURBANCE	59	491
DOMESTIC VIOLENCE	1	13
FALSE ALARMS	161	2000
FRAUD/ECONOMIC CRIMES	9	181
FIELD INTERVIEWS	2	35
FOUND PROPERTY	4	36
GRAFFITI	0	3
HOMICIDE	0	0
MISSING PERSONS	0	3
NARCOTICS VIOLATIONS	0	16
ROBBERY	0	3
INDECENT EXPOSURES	0	1
LEWD & LASCIVIOUS ACT	0	1
SHOPLIFTING	0	18
SUSPICIOUS PERSON – VEHICLE	8	105
THEFT	9	145
THEFT FROM EXT. OF VEHICLE	2	31
VANDALISM	1	34
VEHICLE RECOVERY	0	16
WARRANT ARRESTS	1	16
WEAPONS VIOLATION	0	0



UCR CRIME FOR PINECREST YEAR-TO-DATE

TYPE OF CRIME	Jan 2015	Feb 2015	Mar 2015	Apr 2015	May 2015	June 2015	July 2015	Aug 2015	Sept 2015	Oct 2015	Nov 2015	Totals
HOMICIDE	0	0	0	0	0	0	0	0	0	0	0	0
RAPE/SEXUAL OFF	0	0	1	0	0	0	0	0	0	0	0	1
ROBBERY	0	1	0	1	0	1	0	0	0	0	0	3
BATTERY/ASSAULT	2	0	2	2	1	1	0	0	1	2	0	11
BURGLARY	19	12	11	7	6	8	8	11	10	6	5	103
LARCENY	23	22	39	30	18	27	33	41	21	61	28	343
ARSON	0	0	0	0	0	0	0	0	0	0	0	0
AUTO THEFT	0	2	3	2	2	3	0	3	0	1	0	16
TOTAL PART ONE	44	37	56	42	27	40	41	55	32	70	33	477

NOTE: Totals are subject to revision as the result of follow up investigation or reclassification by the detective bureau, and therefore may not accurately reflect the final official figures subsequently submitted to FDLE.

GENERAL CRIME TRENDS

There were no robberies in the month of November 2015.

There were 68 Crime Prevention tips handed out in the month of November 2015.

DETECTIVE BUREAU

The Criminal Investigation Section (CIS) received a total of 61 cases for the month of November 2015. All were assigned to a member of the Investigations Section for follow-up. Nineteen cases were reclassified as inactive due to insufficient investigative leads, or no further police action required. Four cases were exceptionally cleared and eight cases were cleared by arrest.

VICTIM SERVICES

During the month of November 2015, the Victim Services Coordinator contacted 24 victims. All victims were provided with contact information for assistance.

REDLIGHT CAMERA SAFETY PROGRAM

November 1 – November 30, 2015

Intersections	# of Notice of Violations (NOV'S)	# of Uniform Traffic Citations (UTC'S)	# of Crashes	Type of Crash
U.S.1 & 104 Street	140	8	2	1- Rear-end collision. 1- Crash Motorcycle slid on wet pavement Driver fell on pavement.
U.S. 1 & 112 Street	185	10	1	Ran red light- right angle
U.S. 1 & 124 Street	109	5	0	
U.S. 1 & 128 Street	72	8	0	
Total	506	31	3	

During the month of November 2015, 44 Notice of Violations were issued to Pincrest residents.

VEHICLE PATROL MILEAGE

September	October	November
30,104	25,936	31,336

TRAFFIC ENFORCEMENT

	Jan 2015	Feb 2015	Mar 2015	Apr 2015	May 2015	June 2015	July 2015	Aug 2015	Sept 2015	Oct 2015	Nov 2015	Totals
Traffic Details	36	35	34	56	42	45	42	90	103	107	97	687
Total Stops	351	390	600	769	491	287	192	318	392	451	370	4611
Moving Citations	299	339	375	507	344	210	129	200	264	356	284	3307
Non-Moving Citations	64	43	114	101	99	55	33	54	51	52	57	723
Written Warning	0	1	0	3	0	0	0	0	0	0	0	4
Verbal Warning	134	123	275	289	253	122	114	195	258	252	277	2292
Parking Citations	15	67	68	93	49	28	55	78	128	122	132	835
Driving Under the Influence	7	10	8	4	12	6	2	6	8	5	13	81

TRAFFIC CRASHES

	Jan 2015	Feb 2015	Mar 2015	Apr 2015	May 2015	June 2015	July 2015	Aug 2015	Sept 2015	Oct 2015	Nov 2015	Totals
Crashes Interior	53	52	44	66	67	61	42	53	55	74	64	631
Crashes -US 1	32	23	28	27	36	25	28	37	26	35	39	336

TRAINING

September	October	November
53 Hours	358 Hours	363 Hours

The Department attended a total of 363 hours of training in the month of November 2015. Deputy Chief Skumanich attended the FSU Shooting training at Miami Shores. Thirty-two sworn personnel attended the Emotional Survival training at Miami Beach. Sergeant Badillo attended the CMS Firearms Instructor training at Miami Police Department. Victim Services Coordinator Vivancos and Major Jason Cohen attended the CALEA training at the Marriott Downtown.

MEETINGS WITH OTHER AGENCIES AND CITIZEN GROUPS:

The following are the meetings attended during the month of November, 2015.

- Nov 4 – Chief Ceballos and Deputy Chief Skumanich attended the Dade Chiefs Executive meeting at Miami Shores.
- Nov 4 – VSC Vivancos attended the GIS Viewer meeting at Miami Dade County, IT Department, 5680 SW 87 Avenue.
- Nov 17 – Detective Brown attended the South Ops Intel meeting at MDPD Headquarters.



Mark Spanioli, P.E.
Public Works Director
publicworks@pinecrest-fl.gov

MEMORANDUM
Department of Public Works

DATE: December 30, 2015
TO: Yocelyn Galiano Gomez, ICMA-CM, LEED GA, Village Manager
FROM: Mark Spanioli, P.E., Public Works Director 
RE: Public Works Department December 2015 Monthly Report

Concerns/Work Performed:	December 2015	December 2014	YTD 2015	Prior YTD 2014
Sign Repair/Installation	39	34	620	490
Sidewalk Repair/Installation	48	7	254	165
Graffiti Removal	4	0	35	38
Street Clearing/Repair	142	69	1,287	792
Pothole/Shoulder Repair	4	6	94	104
Storm Drain Cleaning/Repair	241	175	2,323	2,423
Tree/Shrub Trimming/Removal/Installation	134	113	1,830	1,658
Canal Cleaning/Clearing	2	8	79	70
Shopping Cart Removal	11	18	183	255
Flooding Investigation/Correction	20	0	82	35
Parking Area Maintenance	13	11	171	184
Debris Removal	80	67	947	856
Swale Repair	67	30	581	404
Downed Tree Erected	0	0	0	0
Total	805	538	8,486	7,474

Inspections Only:	December 2015	December 2014	YTD 2015	Prior YTD 2014
Sidewalk/Driveway	2	1	20	12
Paving/Drainage	16	4	74	74
Parking/Swale	22	0	72	0
Tree	0	0	1	2
Total	40	5	167	88



<u>Permits Review Only:</u>	December 2015	December 2014	YTD 2015	Prior YTD 2014
Commercial Property	0	1	11	3
Sidewalk/Driveway	1	1	10	14
WASA/Water Main	2	5	34	60
AT&T/Cable TV	10	1	31	11
FPL	2	4	35	25
Curb/Gutter	0	0	0	1
Paving/Drainage/Sewer	3	1	13	8
Tree	14	13	213	215
Fence/Column	0	0	2	2
Parking/Swale	0	0	1	0
Total	32	26	350	339

Activities details:

- Repaired “Stop” signs at SW 60 Avenue & 97 Street, at SW 134 Street & 78 Court, at SW 60 Avenue & 114 Terrace, at SW 77 Avenue & 112 Street, at SW 107 Terrace & 73 Avenue, and at Moss Ranch Road & SW 60 Court.
- Repaired “Street” signs at SW 60 Avenue & 97 Street, at SW 102 Street & 75 Court, at SW 63 Avenue & 106 Street, at SW 117 Street & 81 Road, at SW 109 Street & 63 Avenue, and at SW 129 Terrace & 78 Avenue.
- Installed “No Parking” signs at 7699 SW 118 Street and at SW 128 Street & 72 Avenue.
- Repaired “Speed Limit” signs at SW 60 & 62 Avenues & 104 Street.
- Installed “Speed Limit” signs at 10040 SW 60 Court and at SW 112 Street & 60 Avenue.
- Repaired a “Stop Ahead” sign at SW 100 Street & 60 Avenue.
- Replaced a “Stop” sign at SW 62 Avenue & 132 Street.
- Installed a “Turn Ahead” sign at SW 100 Street & 60 Court.
- Removed graffiti at SW 128 Street & 82 Avenue and at SW 128 Street & 83 Court.
- Painted faded sign posts as necessary.
- Removed advertising signs from US1 corridor and rights-of-way as necessary.
- Reported a dead animal at SW 72 Avenue & 134 Street to Miami-Dade County.
- Repaired pot holes/road shoulders at SW 112 Street & 78 Avenue, at SW 60 Avenue & 92 Street, and at SW 82 Avenue & US1.
- Wiped clean and removed spider webs from all traffic and street signs as necessary.
- Collected palm fronds in the rights-of-way along SW 72 Avenue and along SW 77 Avenue.
- Collected and returned shopping carts to area stores.
- Cleared obstructions from storm drains, rights-of-way and signage.
- Inspected canals for illicit discharges.
- Provided maintenance at parking lots of Village Hall and Public Works Complex.
- Collected debris from US1 business corridor, US1 medians, canals and rights-of-way.

- Emptied trash cans at bus stops, Veterans' Wayside Park and Red Road Linear Park.
- Removed stakes and low branches from street trees throughout the Village.
- Met with Code Compliance Officers onsite to offer advice on tree issues.
- Pumped out flooding at Hirni's Wayside Florist swale after heavy rains.
- Glued bus bench to slab at SW 62 Avenue & 112 Street.
- Pressure cleaned slippery sidewalk at SW 120 Street & 62 Avenue.
- Installed 20th Anniversary plates on all Village vehicles.

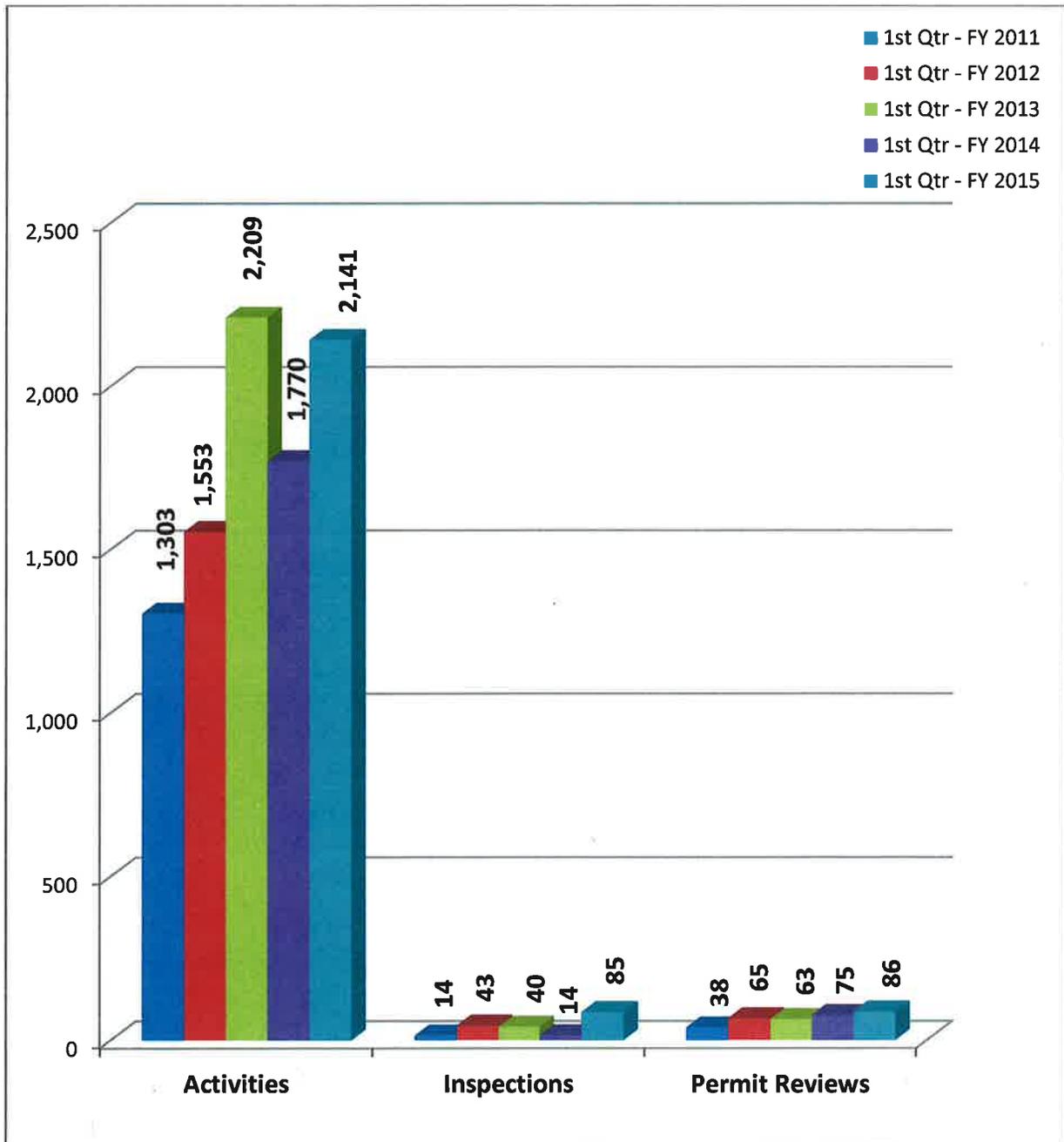
Supervised activities by contractors/engineers:

- A total of 23 street trees have been planted this fiscal year (since 10/1/15) by Mesis Landscape.
- Roadway resurfacing began 11/3/14 by H&J Asphalt Inc., and working in Phase II now. Project notification door tags being hand delivered as needed to affected properties.
- Maggoc Inc. completed drainage improvements at 13000 SW 60 Avenue.
- Safe Routes to School project began on SW 96 Street & Red Road with the sidewalk installation by Williams Paving.
- David Plummer & Associates are designing the proposed sidewalk on the north side of SW 132 Street (US1 to SW 77 Avenue). Public hearing was held 10/6/15.
- Stantec Consulting Services are designing the proposed shared use path along SW 104 Street. Public hearing was held 10/6/15.
- David Plummer & Associates are also preparing plans and acquiring Miami-Dade approval for Pinecrest by the Sea median extension at SW 134 Street & Old Cutler Road.
- Kendall Drive Beautification is being designed by O'Leary Landscape Design.
- Pinecrest Parkway Medians Beautification is also being designed by O'Leary Landscape Design.
- Longitude Surveyors conducted survey for drainage at SW 72 Avenue & 110 Terrace.
- County reviewing plans for drainage improvements at alley behind 11800 S. Dixie Highway.
- Hand-delivered project notification letters to area residents at SW 120 Street (US1-82 Avenue).
- Mesis Landscape removed sidewalk at SW 133 Street & 72 Avenue.
- EnviroWaste cleaned storm drains at several flooded areas after heavy rains.
- National Concrete & Paving installed curb at SW 62 Avenue & 112 Street.
- Mesis sprayed street trees for pests at SW 120 Street & 64 Avenue.
- Lux Solar installed flashing yellow and red pavement markers on SW 104 Street at 60 and 57 Avenues.
- National Concrete completed road widening at 10001 SW 60 Court.
- Met with FPL and AT&T representatives again about removing double poles.
- Florida Sidewalk Solutions repaired several locations with trip hazards.
- Kesoki Painting repainted guardrail at SW 57 Avenue & 104 Street.
- Mesis relocated Pines from traffic circle to Veterans' Wayside Park.

Total Activities 1st Quarter

Public Works/Stormwater/Transportation

October 1 – December 31, 2015



**PINECREST PEOPLE MOVER RIDERSHIP
2015-2016 SCHOOL YEAR**

August 2015

(8/24 – 8/31)	AM Month Totals	AM Daily Average	PM Month Totals	PM Daily Average	TOTAL MONTH	TOTAL DAILY AVERAGE
High School NORTH	78	13	268	44.7	346	57.7
High School SOUTH	64	10.7	211	35.1	275	45.8
Middle School NORTH	92	15.3	132	22	224	37.3
Middle School SOUTH	29	4.8	50	8.3	79	13.1

September 2015

	AM Month Totals	AM Daily Average	PM Month Totals	PM Daily Average	TOTAL MONTH	TOTAL DAILY AVERAGE
High School NORTH	267	12.7	834	39.7	1,101	52.4
High School SOUTH	150	7.1	745	35.5	895	42.6
Middle School NORTH	304	14.5	423	20.1	727	34.6
Middle School SOUTH	96	4.6	190	9	286	13.6

October 2015

	AM Month Totals	AM Daily Average	PM Month Totals	PM Daily Average	TOTAL MONTH	TOTAL DAILY AVERAGE
High School NORTH						
High School SOUTH						
Middle School NORTH						
Middle School SOUTH						

November 2015

	AM Month Totals	AM Daily Average	PM Month Totals	PM Daily Average	TOTAL MONTH	TOTAL DAILY AVERAGE
High School NORTH						
High School SOUTH						
Middle School NORTH						
Middle School SOUTH						

December 2015

	AM Month Totals	AM Daily Average	PM Month Totals	PM Daily Average	TOTAL MONTH	TOTAL DAILY AVERAGE
High School NORTH						
High School SOUTH						
Middle School NORTH						
Middle School SOUTH						

January 2016

	AM Month Totals	AM Daily Average	PM Month Totals	PM Daily Average	TOTAL MONTH	TOTAL DAILY AVERAGE
High School NORTH						
High School SOUTH						
Middle School NORTH						
Middle School SOUTH						

February 2016

	AM Month Totals	AM Daily Average	PM Month Totals	PM Daily Average	TOTAL MONTH	TOTAL DAILY AVERAGE
High School NORTH						
High School SOUTH						
Middle School NORTH						
Middle School SOUTH						

March 2016

	AM Month Totals	AM Daily Average	PM Month Totals	PM Daily Average	TOTAL MONTH	TOTAL DAILY AVERAGE
High School NORTH						
High School SOUTH						
Middle School NORTH						
Middle School SOUTH						

April 2016

	AM Month Totals	AM Daily Average	PM Month Totals	PM Daily Average	TOTAL MONTH	TOTAL DAILY AVERAGE
High School NORTH						
High School SOUTH						
Middle School NORTH						
Middle School SOUTH						

May 2016

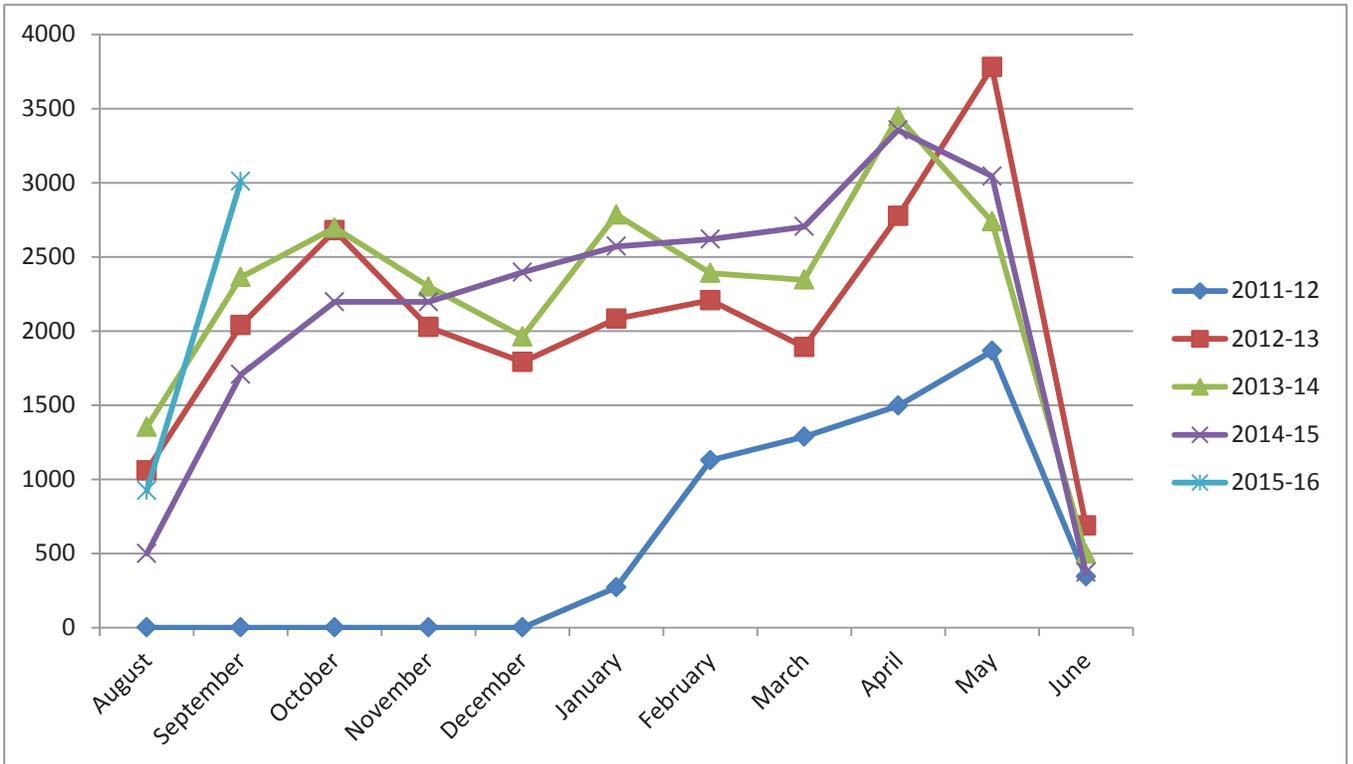
	AM Month Totals	AM Daily Average	PM Month Totals	PM Daily Average	TOTAL MONTH	TOTAL DAILY AVERAGE
High School NORTH						
High School SOUTH						
Middle School NORTH						
Middle School SOUTH						

June 2016

	AM Month Totals	AM Daily Average	PM Month Totals	PM Daily Average	TOTAL MONTH	TOTAL DAILY AVERAGE
High School NORTH						
High School SOUTH						
Middle School NORTH						
Middle School SOUTH						

Total Monthly Boardings

Year	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	TOTAL
2011-12	0	0	0	0	0	271	1,127	1,286	1,495	1,865	344	6,388
2012-13	1,059	2,038	2,678	2,026	1,791	2,082	2,207	1,891	2,774	3,778	688	23,012
2013-14	1,352	2,362	2,696	2,299	1,962	2,784	2,390	2,345	3,444	2,738	497	24,869
2014-15	499	1,706	2,180	2,196	2,396	2,570	2,619	2,703	3,355	3,044	371	23,639
2015-16	924	3,009										3,933



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Yocelyn Galiano, ICMA-CM
Village Manager
manager@pinecrest-fl.gov

MEMORANDUM
Office of the Village Manager

DATE: January 6, 2016
TO: Yocelyn Galiano, ICMA-CM, Village Manager
FROM: Angela Gasca, Administrative Services Manager
RE: Senior Transportation Service

As requested, below are the estimated costs for the Village to operate a new transportation service for seniors as detailed in my memo submitted at the December Village Council meeting. The Village can contract with the current vendor operating the Pinecrest People Mover, or we can operate the service in-house. The two options are detailed below.

CONTRACTING SERVICE

- A 12-passenger van, for 30 hours per week at \$57.00 hour (\$88,920 annually). This includes van, driver, supervisor, gasoline, insurance and maintenance
- Sign a one-year contract as a pilot program with a 60-day exit clause
- Reservations and daily routes will be completed by the Community Center staff

IN-HOUSE SERVICE

- Five-year lease of 12-passenger van: \$650/month (\$7,800 annually)
- Insurance: \$1,200 annually
- Gasoline: \$1,600 annually
- Maintenance (including washing): \$2,000 annually
- Drivers: \$31,200 annually
 - Two part-time drivers, 15 hours per week each
- For the in-house service, additional consideration must be given to the amount of staff hours needed to operate and supervise the service and drivers.

	Annual Cost	Cost Per Day (@ 6hrs/day)	Cost Per Rider (@ AVG 7 Riders/Day)
Contract Service	\$88,920	\$342	\$48.86
In-house Service	\$43,800	\$169	\$24.14

Please note these prices might differ slightly from the previous memo since now we have a more accurate design and cost for the service.



In comparison, the Town of Miami Lakes offers a similar service. Below are their costs and ridership.

Month	FY 2014-15	Cost Per Rider (Contract)*	Cost per Rider (Town Portion)**	TOTAL Cost Per Rider
October	640	\$5.03	\$1.64	\$6.67
November	420	\$7.67	\$2.50	\$10.17
December	509	\$6.33	\$2.06	\$8.39
January	503	\$6.40	\$2.09	\$8.49
February	418	\$7.71	\$2.51	\$10.22
March	382	\$8.43	\$2.75	\$11.18
April	416	\$7.74	\$2.52	\$10.26
May	543	\$5.93	\$1.93	\$7.86
June	665	\$4.84	\$1.58	\$6.42
July	795	\$4.05	\$1.32	\$5.37
August	168	\$19.18	\$6.25	\$25.43
September	393	\$8.20	\$2.67	\$10.87
Yearly Total	5852			
Average Yearly Cost				\$10.11

*7 hours per day, 35 hours per week, 140 hours per month, \$23.01 per hour, \$3,221.40 per month

** Using our estimated in-house costs, excluding drivers

A staff committee composed of the Parks & Recreation Director, Senior Activities Coordinator and myself reviewed the several options and came to the consensus that if Village Council decides to move forward with the program, and would like it to begin immediately, we recommend to contract with the outside vendor until the in-house program is in place. Although the in-house program costs less, it will take longer to begin as there is a 120-day lead time for the van and we will need to hire the drivers. Alternatively, we can use the 1-year pilot program with the transportation company to learn more about the demand and use of the service, and then move forward with the in-house program.

COMMUNITY SHOWCASE VIDEO PROGRAM

DRIVING RESIDENTS, BUSINESS, AND TOURISM TO YOUR COMMUNITY



TO LEARN MORE ABOUT THIS PROGRAM

 VISIT www.mayors.tv

 EMAIL nicoler@cgicommunications.com

 CALL Vice President of Marketing and Acquisitions, Nicole Rongo at 800-398-3029 x203



COMMUNITY PROMOTION

The Community Showcase Video Program provides unique video content for municipalities to enhance their website. Delivered FREE OF CHARGE, our program is designed to meet the promotional needs of all communities, large and small.



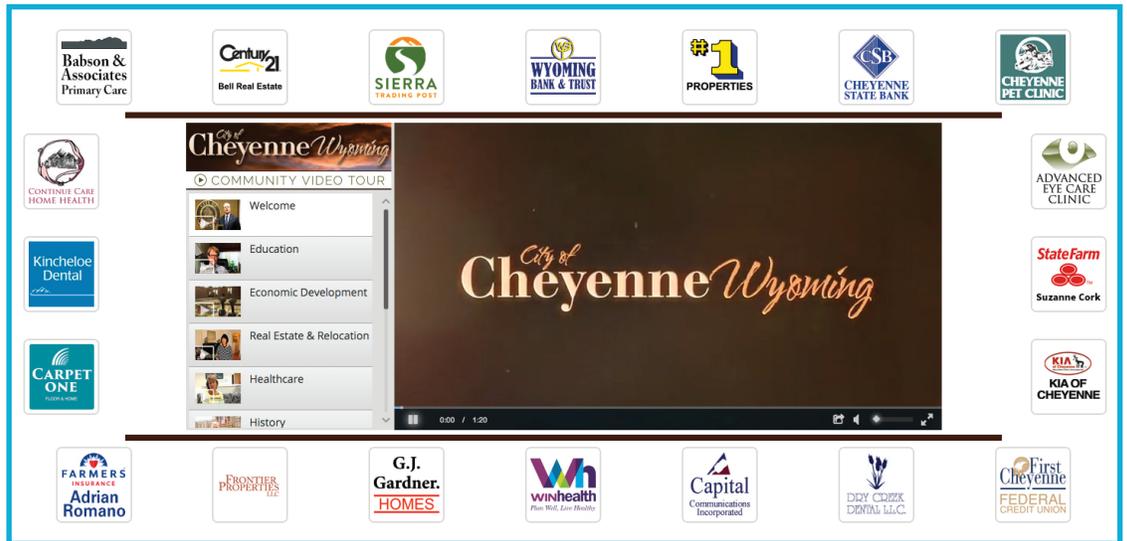
COMMUNITY ORGANIZATIONS

CGI will provide an additional overview video that depicts the important role non-profits play in enriching the quality of life for residents each day. Non-profit organizations receive a FREE logo that links directly to their website, providing them with additional exposure through the community's participation.

CGI works directly with your community to produce a series of videos for your official website. The videos help communities promote tourism, educate and welcome new families and residents and attract new businesses.

Your Video Tour will include a message from your mayor (or other civic leader), and has additional content to highlight quality of life, recreation, business & industry, shopping & dining, and much more.

VIDEO TOUR



GOCAST™ MOBILE APP

GoCast™ gives you the power to record and upload videos to your official website and social media pages instantly! Operated right from your smart phone or device, GoCast™ allows you to record up to two minutes of video at a time with no limitation as to how often it's used. It is the perfect solution to adding new content to your website every day! From ribbon cuttings, festivals, departmental messages, emergency notifications, holiday greetings, event promotion...GoCast™ lets you capture it all.

BENEFITS

- NO COST to your municipality
- Simple implementation process
- Professional video production
- Captivating interface on your website homepage
- Enhanced online communication
- Optimized Internet presence



FREQUENTLY ASKED QUESTIONS

Who is CGI Communications, Inc.?

Formed in 1988, CGI Communications, Inc. is a leading provider of high-impact marketing solutions to communities and small businesses. CGI is one of Upstate New York's top growth companies, receiving the Top 100 Award for 6 years since 1999 in the Greater Rochester Area.

Are there any hidden costs?

No. There is never a point where your municipality will ever see an invoice for any services we provides.

What if no businesses sign up for sponsorship?

Even if zero sponsors participate, your Community will still receive the program at no cost. There is no threshold or minimum sponsorship requirement.

How long does the video production take?

Video production is typically takes 10 to 14 weeks from inception to completion.

What is the relationship between CGI and the United States Conference of Mayors, the National League of Cities, and National Association of Counties?

CGI works closely with the USCM and NLC to provide a myriad of digital marketing tools to showcase and promote individual municipalities nationwide. Our Community Showcase Program is an opportunity that both members and non-members can participate in. In addition, CGI is a Premier Corporate Member of NACo and have partnered with hundreds of counties on our County Showcase Program.

Who fulfills the sponsorship element of the Community Video Program?

CGI takes care of all sponsorship fulfillment, however if your community would like to recommend businesses that you would like to see have first right of refusal, we encourage and welcome you to do so.

Do we have a choice of what season we are filmed in?

Absolutely! It is our goal to film municipalities in the season you feel best represents your community as a whole. Keep in mind however, being a free program our production calendar fills up quickly no matter what time of year.

Do we need an Official Representative in our Welcome video?

Absolutely not! It is your community's choice on whether or not you would like to have a civic leader represented in the welcome video.

Does our city have a choice in what type of establishments can participate in the sponsorship fulfillment?

Of course! Your community has a say in the types of businesses that are featured. We simply need to know prior to the beginning of the sponsorship fulfillment campaign. For further information, please request CGI's Sponsor Policy.

Is there a special rate for non-profit organizations that want to get involved?

We provide a Community Organizations chapter that creates an opportunity for local non-profits to garner exposure on our program at no-cost.

The 2015 Community Video Program

CGI Communications, Inc.
130 East Main Street, 5th Floor
Rochester, NY 14604
(800) 398-3029 phone
(866) 429-8611 fax

Name: Michelle Hammontree
Title: Communications Director
Address: 12645 Pinecrest Parkway
Village, State, Zip: Pinecrest, Florida 33156
Phone: 786-606-3042
Email: mhammontree@pinecrest-fl.gov
Website: www.pinecrest-fl.gov

This agreement is between CGI Communications, Inc. ("CGI") and the Village of Pinecrest (the "Village") and shall remain in effect from the date it is signed by both parties until the third anniversary of the date that the completed and approved Community Video Program is made available for viewing via a link on the www.pinecrest-fl.gov homepage, including any alternate versions of your homepage, for viewer access on different devices.

During the term of this Agreement, CGI shall:

- Produce video content with subject matter that includes but is not limited to: Welcome, Education, Healthy Living, Homes / Real Estate, and two additional videos of your choice
- Provide one Community Organizations chapter to promote charities, nonprofits and community development organizations
- Provide script writing and video content consultation
- Have a videographer come to your location to film the videos
- Reserve the right to use still images and photos for video production
- Provide all aspects of video production and editing, from raw footage to final video including professional voiceovers and background music
- Provide a final draft of Community Video Program content subject to your approval (up to 3 sets of revisions allowed). Any request for approval of revision, including final draft, shall be deemed approved if no response received by us within thirty (30) days of request
- Provide our patented OneClick™ Technology and encoding of all videos into multiple streaming digital formats to play on all computer systems, browsers, and Internet connection speeds; recognized player formats include WindowsMedia® and QuickTime®
- Store and stream all videos on CGI's dedicated server
- Have the duration of sponsor participation be one year and CGI is solely responsible for sponsorship fulfillment including all related aspects of marketing, production, printing, and distribution
- Facilitate viewer access of the Community Video Program from your website, including any alternate versions of your homepage for different devices, by providing HTML source code for a graphic link to be prominently displayed on the www.pinecrest-fl.gov website homepage as follows: "Coming Soon" graphic link designed to coordinate with existing website color theme to be provided within 10 business days of execution of this agreement "Community Video Program" graphic link to be provided to replace the "Coming Soon" link upon completion and approval of videos
- Own copyrights of the master Community Video Program
- Assume all cost for the Community Video Program
- Honor any request for termination of sales upon 30 day notice and only if the Village continues to provide the Community Video Program linkage from its homepage for the duration of this agreement

Program add-ons will include:

- The GoCast™ recording app and up to three (3) instant GoCast™ video widgets for placement on the Village website. Each Cast allows for up to two (2) minutes of video which can be replaced or updated anytime

During the term of this Agreement, the Village of Pinecrest shall:

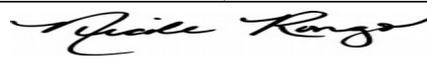
- Provide a letter of introduction for the program on its letterhead
- Assist with the content and script for the Community Video Program
- Grant CGI the right to use Village's name in connection with the preparation, production, and marketing of the Program
- Display the "Coming Soon" graphic link prominently on the www.pinecrest-fl.gov homepage within 10 business days of receipt of HTML source code
- Display the "Community Video Program" link prominently on its www.pinecrest-fl.gov homepage, including any alternate versions of your home page, for viewer access on different devices for the entire term of this agreement
- Feature business sponsors around the perimeter of video panels
- Allow businesses to purchase various digital media products and services from CGI and its affiliates
- Ensure that this agreement remains valid and in force until the agreed upon expiration date, regardless of change in administration
- Grant full and exclusive streaming video rights for CGI and its subsidiaries, affiliates, successors and assigns to stream all video content produced by CGI for the Community Video Program only
- Represent and warrant that any and all photographs, videos, and other content it submits to us for use in any video or other production does not infringe on any third party's copyrighted material, trademark or other intellectual privacy or publicity rights and shall defend and indemnify us from any such claim or action

This Agreement constitutes the entire agreement of the parties and supersedes any and all prior communications, understandings and agreements, whether oral or written. No modification or claimed waiver of any provision shall be valid except by written amendment signed by the parties herein.
We, the undersigned, have read and understand the above information and have full authority to sign this agreement.

The Village of Pinecrest, FL

CGI Communications, Inc.

Signature:



Name (printed):

Name (printed): Nicole Rongo

Title:

Title: Vice President of Marketing and Acquisitions

Date:

Date: November 19, 2015

DATE

Dear Valued Business Owner:

The Village of Pinecrest is excited to announce a new partnership with CGI Communications, Inc. to create a series of professionally produced online videos to highlight everything our community offers residents, visitors, and business owners.

In addition to creating the videos, CGI is ensuring they are seen. Mobile devices have shifted the landscape of business, making it more important than ever to embrace technology. As a community with 4G LTE coverage the Village of Pinecrest is ready to embrace the mobile revolution, as residents are able to stream high quality video on every device. For many businesses, getting noticed online can be a challenge, however, **utilizing video dramatically improves visibility** and **drives more action to your website** than static pages, with the demand for video climbing even higher for users on mobile devices.

With an easily viewable interface on the official village website, this video program will encourage viewers to learn more about area attractions, economic development opportunities, quality of life, and the businesses supporting the program. In addition, the village's official website will backlink to CGI's www.elocalink.tv, which hosts the Video Tour.

We are dedicated to highlighting the advantages of living and working in the Village of Pinecrest; advantages that include access to our wonderful business community; and we feel that this video program can be widely successful. We encourage you to consider participating in this village-wide program as it provides an exciting opportunity to showcase your business and utilize the power of video on your own websites and social media pages.

To learn more about sponsorship opportunities or to request an appointment please e-mail BrandonB@cgicommunications.com.

Best Regards,

Signatory
Title

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TAB 7

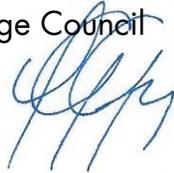
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Yocelyn Galiano, ICMA-CM
Village Manager
manager@pinecrest-fl.gov

MEMORANDUM
Office of the Village Manager

DATE: January 6, 2016
TO: The Honorable Mayor and Members of the Village Council
FROM: Yocelyn Galiano, ICMA-CM, Village Manager 
RE: Draft Citizen Survey Questions

Attached for your general review are the draft citizen survey questions that have been compiled based on input from individual councilmembers. At this stage, I would recommend that the Council authorize me to work with a professional survey consultant to better refine the questions to ensure they are phrased in such a way so as not to inadvertently prejudice the answers before a final review of the instrument and approval from the Village Council occurs.

The questions in black ink are questions that were previously included in prior surveys. Struck out questions are those that most councilmembers felt could be dropped. The questions in red ink are new questions that are being proposed for consideration by different members of the Council and staff. And the questions in blue are those that were suggested for inclusion but I recommend be handled outside of the general citizen survey.

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VILLAGE OF PINECREST
MUNICIPAL SERVICES AND PLANNING SURVEY
MARCH 2016

1) How would you rate the value of the services that you receive from the Village of Pinecrest for the tax dollars that you pay?

Excellent Value
Good Value
Poor Value
Very Poor Value
No Answer/Opinion

2) Given the choice between receiving more services and paying lower taxes, which would you prefer?

- Receiving more services
- Paying lower taxes
- Don't know / No Answer
- Depends what funds will be used for

3) What statement best represents your thoughts with regards to municipal services and taxes paid?

- I would like to receive more municipal services and am willing to pay higher taxes to fund them
- I am happy with the level of municipal services currently provided by the Village and believe the level of taxation is appropriate
- I would prefer to have fewer municipal services so that I may pay lower taxes
- Don't know / No Answer

4) How satisfied are you with the amount ~~and means~~ of information provided by the Village regarding upcoming meetings, future projects and recreational programs?

Very Satisfied
Satisfied
Unsatisfied
Very Unsatisfied
No Answer/Opinion

~~3) If answers Unsatisfied or Very Unsatisfied..... How can we improve?~~

Anticipating that the Village Council may wish to measure the satisfaction levels related to the different means of communication that the Village utilizes to disseminate information, I recommend performing user specific surveys for each of the following modes of communication, instead of surveying the quality of these methods as part of the more general citizen survey. By doing so, we will receive input from people who are

familiar with the mode and able to provide informed opinions/suggestions for improvement.

- Village Sun (quarterly newsletter published and mailed to homeowners)
- Monthly E Newsletter and Weekly E-blasts
- Village's Website /Watch Streamline Video of Monthly Council Meetings
- Facebook Pages (General Government, Police, Pinecrest Gardens, etc)
- Twitter

4) ~~What do you like most about living in Pinecrest?~~

5) What statement best represents the reason you chose to live in Pinecrest?

- Retention of my property value, good value for taxes paid
- Amenities like Pinecrest Gardens, community center, parks and schools
- Safe and quiet Neighborhoods, Police Protection
- Ease of access to Greater Metropolitan Area
- Overall beautiful environment such as tree lined streets and large lot sizes
- Family friendly, small efficient government

5) ~~What do you believe requires improvement / more attention in Pinecrest?~~

Customer Satisfaction

Because we rarely receive any negative commentary on customer service, Council may wish to conduct more directed surveys of people who actually come in contact with Village employees rather than utilize the general citizen survey. However, below are some suggested questions should Council wish to query the general citizenry.

6) ~~Have you come into contact with a Village of Pinecrest employee in the last six months?~~

Yes

No

7) ~~If yes, what department did you interact with?~~

8) ~~If YES... Regarding the employee that you encountered during your most recent contact with the Village... did that employee demonstrate a helpful attitude?~~

Yes

No

6) How satisfied are you with how the Villages infrastructure (such as parks, roads, sidewalks and street signs) is maintained?

- Very Satisfied
- Satisfied
- Unsatisfied
- Very Unsatisfied
- No Answer/Opinion

7) How satisfied are you with the maintenance of the following Village infrastructure?

Pinecrest Gardens	VS	S	US	VUS	DK
Community Center	VS	S	US	VUS	DK
Evelyn Greer Park	VS	S	US	VUS	DK
Suniland Park	VS	S	US	VUS	DK
Coral Pine Park	VS	S	US	VUS	DK
Flagler Park	VS	S	US	VUS	DK
Roadways & ROW	VS	S	US	VUS	DK
Drainage Facilities	VS	S	US	VUS	DK
Existing Sidewalks	VS	S	US	VUS	DK

9) Please rate the following services in Pinecrest

Traffic Enforcement: Excellent, Good, Poor, Very Poor

Total 586 100.0

Bus or transit service: Excellent, Good, Poor, Very Poor

Total 433 100.0

Services to Seniors: Excellent, Good, Poor, Very Poor

Total 433 100.0

Services to Youth (such as park programming): Excellent, Good, Poor, Very Poor

10) Please rate the importance of the following services in Pinecrest

Traffic Enforcement: Very Important, Important, Not Important 600 100.0

Bus or Transit Services: Very Important, Important, Not Important 600

Services to Seniors: Very Important, Important, Not Important 60000 100.0

Services to Youth (such as park programming): Very Important, Important, Not Important 600

Transportation

11) Is expanding Pinecrest's trolley services to metrorail a good expenditure of your tax dollars?

Yes No

8) If Pinecrest were to expand trolley services for residents during rush hour to the metrorail stations, would you use the service on a daily basis to commute to work?

Yes No

9) Do we need safe and dedicated bicycle lanes throughout Pinecrest? Yes No

10) Do you support widening of the roadway on SW 77 Avenue to accommodate 4' bicycle lanes on either side of the vehicle travel lanes to accommodate dedicated bike lanes? Yes No

11) Do you support widening of the roadway on Kendall Drive to accommodate 4' bicycle lanes on either side of the vehicle travel lanes to accommodate dedicated bike lanes? Yes No

Traffic

12) Do you believe you have a chronic problem of speeding or high volumes of traffic on your street? Yes No

13) If yes, would you support adding traffic circles (aka roundabouts) or other traffic calming devices on your road to calm traffic? Yes No

14) What are the top two intersections/problem areas you would recommend for a traffic circle?

15) 44) How satisfied are you with Pinecrest's police service ~~including response times~~?

Very Satisfied
Satisfied
Unsatisfied
Very Unsatisfied

16) How satisfied are you with the level of traffic enforcement conducted by the Police Department?

VS S US VUS DK

17) How satisfied are you with the level of police patrol conducted by the Police Department?

VS S US VUS DK

~~12) If Unsatisfied or Very Unsatisfied... What are you unsatisfied with?~~

~~13) How satisfied are you with the service including response times provided by the Miami-Dade County Fire/Rescue Service?~~

~~Very Satisfied~~
~~Satisfied~~
~~Unsatisfied~~
~~Very Unsatisfied~~

~~14) If Unsatisfied or Very Unsatisfied ... What are you unsatisfied with?~~

Should the Village Council wish to measure the satisfaction levels related to Fire Rescue services provided by the Miami-Dade Fire Rescue District, I recommend performing a user specific survey, instead of surveying the quality of the service as part of the more general citizen survey. By doing so, we will receive input from people who are familiar with the service and better able to provide informed opinions/suggestions for improvement.

Should the Village Council wish to query a sample of residents regarding their potential support of creating a new Fire Rescue Department, I would recommend the question be preempted by an introduction of the basic facts as follows since the information has not been widely distributed to the community:

Currently, Pinecrest's fire rescue services are provided by the Miami-Dade Fire Rescue District. Residents are taxed a separate millage rate and miscellaneous fees for the district that generate an aggregate amount of approximately \$9.5 Million annually to the County for the service. The Village is contemplating putting a referendum out to the voters to opt out of the Fire Rescue District and create its own Fire Rescue Department. Creating our own department would entail hiring approximately 40 fire fighter/paramedics, purchasing all necessary fire suppression and rescue equipment/vehicles, and establishing one or two fire rescue stations within Village limits. Based on the information provided above, should the Village opt out of the Miami-Dade Fire Rescue District and assimilate the same millage currently charged by the County (2.432 mils), the Village would experience approximately \$750,000 in savings (surplus) for the first five years of operations and \$1,800,000 in annual savings (surplus) thereafter. Presently, the Pinecrest millage is 2.3 mils. In the event, the Village opts out of the Fire Rescue District, the Village's millage would increase to 4.742, absorbing the mils currently charged by the district into its millage rate.

18) Would you be supportive of the Village creating its own Fire Rescue Department?

~~15) Regarding Pinecrest codes and ordinances that regulate use of your property, would you say our rules are:~~

~~Too strict~~
~~Just about right~~
~~Too loose~~

19) 16) How satisfied are you with the level of the Village's Code Enforcement?

Very Satisfied
Satisfied

Unsatisfied
Very Unsatisfied

Sidewalks

17) Do you have a sidewalk in front of your home?

Yes

No

18) If No, do you want a sidewalk in front of your home?

Yes

No

19) On a scale of "strongly disagree"=1 to "strongly agree"=5, please indicate your position on the following: Average score listed

~~Pinecrest should add sidewalks to all residential streets~~

~~Pinecrest should add sidewalks to all major through streets to connect Pinecrest's Parks~~

~~Pinecrest should add sidewalks to my neighborhood~~

~~Pinecrest should develop bikeways through the Village with designated bike lanes~~

20) The Village Council has adopted two Strategic Goals to make the Village more walkable by adding sidewalks around the schools in accordance with the Safe Routes to School Program and in future areas identified as needing better pedestrian safety. Do you support these Council goals? Yes No

21) Would you allow your child to walk or bike to school if there were more sidewalks?

Yes No N/A

22) Would you use the sidewalks to walk to parks, exercise or walk to commercial areas if there were more sidewalks? Yes No

Street Lighting

20) Do you feel Pinecrest should have streetlights?

Yes

No

21) On a scale of "strongly disagree"=1 to "strongly agree"=5, please indicate your position on the following: Average score listed

~~Pinecrest should add street lights at major intersections~~

~~Pinecrest should add street lights on major roadways~~

~~Pinecrest should add street lights on all interior roads~~

23) Do you believe we need to improve lighting throughout the Village by adding street lights along the arterial roadways? Yes No

24) Do you believe we need to improve lighting throughout the Village by adding street lights along all the streets including interior residential streets? Yes No

25) If you support additional street lights, what would be your primary reason for your support?

- Improved driver safety at night
- Crime Prevention

26) If you do not support additional street lights, what would be your primary reason for lack of support?

- Do not feel it is necessary
- Not willing to pay higher taxes
- Do not want to change the character of the neighborhood

~~22) Do you feel that the Village has the need for traffic calming devices?~~

~~Yes~~

~~No~~

~~23) If yes, which type of traffic calming technique do you prefer (can give multiple answers)?~~

~~Roundabouts~~

~~Speed Bumps~~

~~Stop Signs~~

~~Other~~

~~24) Is there a need for more passive parks (green space, picnic areas)?~~

~~Yes~~

~~No~~

~~25) Is there a need for more active parks (ball fields)?~~

~~Yes~~

~~No~~

~~26) Is there a need for neighborhood playgrounds?~~

~~Yes~~

~~No~~

Parkland and Recreation

27) Is there a need for more parks and recreational facilities in Pinecrest? Yes No

28) If yes, please check what type of facilities you would like to see increased?

Passive Parks (open green space and picnic areas)

Active Parks (Ball fields, soccer, football)

Neighborhood Pocket Playgrounds

29) ~~27)~~ Is there a need for a gymnasium with indoor basketball courts (multi-purpose) at the Community Center at the Pinecrest Gardens Complex?

Yes No

30) If yes, would you be willing to pay higher taxes to fund the building of a new gymnasium at the Pinecrest Gardens complex? Yes No

~~28) Is there a need for an interior children's play area at the Community Center?~~

~~Yes~~

~~No~~

~~29) Is there a need for a senior center?~~

~~Yes~~

~~No~~

~~30) Is there a need for a dog park?~~

~~Yes~~

~~No~~

~~31) Should the Village acquire the five-acre "horse farm" property at SW 72nd Avenue and SW 96th Street for use either as a park or for an unspecified future purpose such as a Senior Center?~~

~~Yes~~

~~No~~

~~32) Do you support the restoration of the restaurant operations in Cypress Hall space at Pinecrest Gardens?~~

~~Yes~~

~~No~~

31) ~~33)~~ If Miami-Dade County decides to move towards complete incorporation/annexation of all unincorporated areas still remaining in the County, should the Village consider the possibility of ~~annexation~~ annexing areas west of US 1? (No specific area is being considered at this time)

Yes

No

~~34) How would you rate the U.S. 1 commercial corridor located in the Village of Pinecrest for appearance?~~

~~Excellent~~

Good
Poor
Very Poor

35) How would you rate the US 1 commercial corridor located in the Village of Pinecrest for types, variety and quality of businesses that you desire?

Excellent
Good
Poor
Very Poor

36) If poor or very poor... What would you like to see?

32) What hinders your investing in energy efficiency and/or solar energy improvements for your home?

- Lack of interest
- Cost, up-front investment
- Lack of knowledge to make informed decision

33) What are the three priorities you would like to see the Village Council adopt for 2016?

37) How long have you lived in Pinecrest or the area that is now Pinecrest?

One year or less
Between 1 year and 5 years
Between 6 years and 13 years
Between 14 years and 20 years
Over 20 years

38) How many children under the age of 17 are in your household?

39) What is your age range?

18 to 25
25 to 35
35 to 55
55 to 65
Over 65

34) How old are you and how long have you lived in Pinecrest?

35) Are you currently active in one of the Village's 30 crime watch groups? Yes No

If not, would you like to be contacted to participate? Yes No

Provide contact information.

36) Is there anything we have not covered in this survey that you feel requires attention or improvement in Pinecrest?

DRAFT

TAB 8

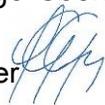
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Yocelyn Galiano, ICMA-CM
Village Manager
manager@pinecrest-fl.gov

MEMORANDUM
Office of the Village Manager

DATE: January 6, 2016
TO: The Honorable Mayor and Members of Village Council
FROM: Yocelyn Galiano, ICMA-CM, Village Manager 
RE: Traffic Camera Safety Improvement Program

On February 11, 2014, the Village Council adopted a resolution authorizing the Village Manager to enter into an agreement with Red Flex Traffic Systems, Inc. for the Red Light Camera Program. The continuation of the agreement is subject to the results of a six-month Pilot Program (pages 6 through 8 of said agreement, Attachment 1), which commenced on June 10, 2014. The purpose of the pilot program is to quantify the effectiveness of the red light enforcement cameras on red light running rates at the following selected intersections: US 1 and 104th Street; US 1 and 112th Street; US 1 and 124th Street; and US 1 and 128th Street.

In compliance with the terms of the agreement, an initial Video Survey Analysis (VSA) was taken on February 12, 2014 and then again on February 12, 2015, to provide a baseline, of "before" cameras study period data and determined an average rate of red-light violations at that time. After six-months, an "after" study was done using the data from the last four (4) weeks of the six-month pilot program (November 4 through 26, 2015). During these four (4) weeks data was collected related to the frequency of the red light violations occurring during the day(s) of the week/time period(s) that mirror the data collection period of the VSA.

Pursuant to the terms of the agreement, the success of the Pilot Program required the mean¹ number of violations occurring during the "after" study be reduced by at least 15% when compared to the corresponding VSA mean. The collected data for the indicated four (4) week period as compared to the initial VSA data resulted in a 72% reduction (page 5 of 5 of Attachment 2) of red light violations. Based on the terms of the agreement and successful results of the Pilot Program, said agreement with Red Flex Traffic Systems, Inc. will continue for the balance of the three (3) year period, and may be automatically extended for two additional 2-year periods.

YG/mam

¹ Calculated by adding and averaging the number of violations occurring during three, eight (8) hour periods.



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Attachment 1

EXCLUSIVE AGREEMENT BETWEEN THE VILLAGE OF PINECREST, FLORIDA AND REDFLEX TRAFFIC SYSTEMS, INC. FOR TRAFFIC CAMERA SAFETY IMPROVEMENT PROGRAM

This CONTRACT made and entered into this 13th day of March, 2014 by and between the Village of Pinecrest, Florida, a municipal corporation, with offices located at 12645 Pinecrest Parkway, Pinecrest, Florida 33156 hereinafter designated as the "Village", and Redflex Traffic Systems, Inc., a DELAWARE Corporation, with offices located at 23751 23rd Ave. Phoenix, AZ 85085, hereinafter designated as the "Contractor" or "Redflex."

WITNESSETH:

That the parties to this contract each in consideration of the undertakings, promises and agreements on the part of the other herein contained, do hereby undertake, promise and agree as follows:

The Contractor, and his or its successors, assigns, executors or administrators, in consideration of the sums of money as herein after set forth to be paid by the Village and to the Contractor, shall and will at their own cost and expense perform all labor, furnish all materials, tools and equipment for all individual projects assigned as a result of this contract.

For each individual project in accordance with such proposal and technical supplemental specifications and such other special provisions and drawings, if any, which will be submitted by the Village, together with any advertisement, instructions to bidders, general conditions, proposal and bond, which may be hereto attached, and any drawings if any, which may be herein referred to, are hereby made a part of this contract, and all of said work to be performed and completed by the contractor and its successors and assigns shall be fully completed in a good and workmanlike manner to the satisfaction of the Village.

If the Contractor should fail to comply with any of the terms, conditions, provisions or stipulations as contained herein within the time specified for completion of the work to be performed by the Contractor, then the Village, may at its option, avail itself of any or all remedies provided on its behalf and shall have the right to proceed to complete such work as Contractor is obligated to perform in accordance with the provisions as contained herein.

In addition to the foregoing provisions, the Contractor agrees to conform to the following requirements:

In connection with the performance of work under this contract, the Contractor agrees not to discriminate against any employee or applicant for employment because of race, sex, religion, color, sexual orientation or national origin. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; lay-off or termination; rates of pay or other forms of compensation including but not limited to domestic partner benefits; and

selection for training, including apprenticeship. The Contractor agrees to post hereafter in conspicuous places, available for employees or applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the non-discrimination clause.

The Contractor further agrees to insert the foregoing provisions in all contracts hereunder, including contracts or agreements with labor unions and/or worker's representatives, except sub-contractors for standard commercial supplies or raw materials.

RECITALS

WHEREAS, Redflex has exclusive knowledge, possession and ownership of certain equipment, licenses, applications, and citation processes related to the Traffic Camera Safety Improvement Program (hereinafter "the Program"); and

WHEREAS, the Village desires to engage the services of Redflex to provide certain equipment, processes and back office services so that Authorized Employees of the Customer are able to identify and enforce traffic violations; and

WHEREAS, it is a mutual objective of both Redflex and the Village to reduce the incidence of vehicle collisions at the traffic intersections and along roads and streets that will be monitored pursuant to the terms of this Agreement.

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

AGREEMENT

1. **DEFINITIONS**. In this Agreement, the words and phrases below shall have the following meanings:
 - 1.1. "**Authorized Employee**" means a Traffic Infraction Enforcement Officer or other individual authorized by the Village, whose duties and qualifications are set forth in Chapter 2010-80, Laws of Florida, as amended or recodified from time to time ,
 - 1.2. "**Authorized Violation**" means each Violation in the Violation Data for which authorization to issue a citation in the form of an Electronic Signature is given by the Authorized Employee through the Redflex System.
 - 1.3. "**Confidential or Private Information**" means, with respect to any Person, any information, matter or thing of a secret, confidential, exempt, or private nature, whether or not so labeled, which is connected with such Person's business or methods of operation or concerning any of such Person's suppliers, licensors, licensees, customers or others with whom such Person has a business

relationship, and which has current or potential value to such Person or the unauthorized disclosure of which could be detrimental to such Person, including but not limited to:

- 1.3.1. Matters of a business nature, including but not limited to information relating to development plans, costs, finances, marketing plans, data, procedures, business opportunities, marketing methods, plans and strategies, the costs of construction, installation, materials or components, the prices such Person obtains or has obtained from its clients or customers, or at which such Person sells or has sold its services; and
- 1.3.2. Matters of a technical nature, including but not limited to product information, trade secrets, know-how, formulae, innovations, inventions, devices, discoveries, techniques, formats, processes, methods, specifications, designs, patterns, schematics, data, access or security codes, compilations of information, test results and research and development projects. For purposes of this Agreement, the term "trade secrets" shall mean the broadest and most inclusive interpretation of trade secrets.
- 1.3.3. Notwithstanding the foregoing, Confidential Information will not include information that: (i) was generally available to the public or otherwise part of the public domain at the time of its disclosure, (ii) became generally available to the public or otherwise part of the public domain after its disclosure and other than through any act or omission by any party hereto in breach of this Agreement, (iii) was subsequently lawfully disclosed to the disclosing party by a person other than a party hereto, (iv) was required by a court of competent jurisdiction to be described, or (v) was required by applicable state law to be public information.
- 1.4. "Designated Intersection Approaches" means the Intersection Approaches as Redflex and the Village shall mutually agree from time to time. See Exhibit A for the number of approaches.
- 1.5. "Electronic Signature" means the method through which the Authorized Employee indicates his or her approval of the issuance of a Citation in respect of a Potential Violation using the Redflex System.
- 1.6. "Enforcement Documentation" means the necessary and appropriate documentation related to the issuance and collection of Notices of Violation and Uniform Traffic Citations for the enforcement of identified Infractions. This shall include warning letters, Notices of Violation, instructions for Notices of Violation, form affidavits, instructions for form affidavits, reminder letters, a numbering sequence for notices of violation, chain of custody reports, Uniform Traffic Citations, criteria regarding operational policies for processing Notices of Violation and Uniform Traffic Citations, and technical supporting documentation, to include video and still images, for hearings in accordance with applicable state laws and regulations, and technical support documentation. Video and still images of violations shall additionally be available to Village in a common format agreeable to the Miami Dade Clerk of Courts.
- 1.7. "Equipment" means any and all approach cameras, sensors, equipment, components, products, software and other tangible and intangible property relating to the Program.
- 1.8. "Fine" means a monetary sum assessed for Citation, but excluding suspended fines.

- 1.9. **“Governmental Authority”** means any domestic or foreign government, governmental authority, court, tribunal, agency or other regulatory, administrative or judicial agency, commission or organization, and any subdivision, branch or department of any of the foregoing.
- 1.10. **“Infraction”** means any violation of secs. 316.074(1) or 316.075(1)(c)1, or other applicable provisions of the Florida Statutes that may be enforced pursuant to sec 316.0083, Florida Statutes, as may be amended or re-codified and as established by defined business rules. However, the failure to come to a complete stop while turning right on red shall not be enforced pursuant to this program. **“Infraction Criteria”** means the standards and criteria by which Potential Infractions will be evaluated by Authorized Employees of the Village, which standards and criteria shall include, but are not limited to, the duration of time that a traffic light must remain red prior to a Violation being deemed to have occurred, and the location(s) in an intersection which a motor vehicle must pass during a red light signal prior to being deemed to have committed a Violation, all of which shall be in compliance with all applicable laws, rules and regulations of Florida State Statutes and other Governmental Authorities. Should the State of Florida change criteria which requires additional modification to the Program or its detection equipment, any cost incurred is the responsibility of Redflex.
- 1.11. **“Infraction Data”** means the images and other Infraction data gathered by the Redflex System at the Designated Intersection Approaches.
- 1.12. **“Installation Date of the Program”** means the date on which Redflex completes the construction and installation of at least one (1) Intersection Approach in accordance with the terms of this Agreement so that such Intersection Approach is operational for the purposes of functioning with the Program.
- 1.13. **“Intellectual Property”** means, with respect to any Person, any and all now known or hereafter known tangible and intangible (a) rights associated with works of authorship throughout the world, including but not limited to copyrights, moral rights and mask-works, (b) trademark and trade name rights and similar rights, (c) trade secrets rights, (d) patents, designs, algorithms and other industrial property rights, (e) all other intellectual and industrial property rights (of every kind and nature throughout the universe and however designated), whether arising by operation of law, contract, license, or otherwise, and (f) all registrations, initial applications, renewals, extensions, continuations, divisions or reissues hereof now or hereafter in force (including any rights in any of the foregoing), of such Person.
- 1.14. **“Intersection Approach”** means a conduit of travel with up to six (6) contiguous lanes from the curb (e.g., northbound, southbound, eastbound or westbound) on which at least one (1) system has been installed by Redflex for the purposes of facilitating the Program by the Village.
- 1.15. **“Notice of Violation”** means the written notice of an infraction, which is delivered by first class mail by Vendor to Owner of a motor vehicle involved in an Infraction based upon the appropriate Enforcement Documentation pursuant to the requirements of Chapter 2010-80, Law of Florida, as may be amended or recodified.
- 1.16. **“Operational Period”** means the period during the Term, commencing on the Installation Date, during which the Program is functional in order to permit

the issuance of Notices of Violation and Uniform Traffic Citations for authorized Infractions using the Redflex System.

- 1.17. **“Person”** means a natural individual, company, Governmental Authority, partnership, firm, corporation, legal entity or other business association.
- 1.18. **“Project Manager”** means the project manager appointed by the Village in accordance with this Agreement, which may be an Authorized Employee and shall be responsible for overseeing the installation of the Intersection Approaches and the implementation of the Program, and which manager shall have the power and authority to make management decisions relating to the Village’s obligations pursuant to this Agreement, including but not limited to change order authorizations, subject to any limitations set forth in the Village’s charter or other organizational documents of the Village or by the Village Council or other governing body of the Customer.
- 1.19. **“Potential Violation”** means, with respect to any motor vehicle passing through a Designated Intersection Approach, the data collected by the Redflex System with respect to such motor vehicle, which data shall be processed by the Redflex System for the purposes of allowing the Authorized Employee to review such data and determine whether a red light traffic violation has occurred.
- 1.20. **“Proprietary Property”** means, with respect to any Person, any written or tangible property owned or used by such Person in connection with such Person’s business, whether or not such property is copyrightable or also qualifies as Confidential Information, including without limitation products, samples, equipment, files, lists, books, notebooks, records, documents, memoranda, reports, patterns, schematics, compilations, designs, drawings, data, test results, contracts, agreements, literature, correspondence, spread sheets, computer programs and software, computer print outs, other written and graphic records and the like, whether originals, copies, duplicates or summaries thereof, affecting or relating to the business of such Person, financial statements, budgets, projections and invoices.
- 1.21. **“Records Retention”** means the period of time that Redflex will retain confidential information to include photographic evidence and data associated with the Program.
- 1.22. **“Redflex Marks”** means all trademarks registered in the name of Redflex or any of its affiliates, such other trademarks as are used by Redflex or any of its affiliates on or in relation to the Program at any time during the Term this Agreement, service marks, trade names, logos, brands and other marks owned by Redflex, and all modifications or adaptations of any of the foregoing.
- 1.23. **“Redflex Project Manager”** means the project manager appointed by Redflex in accordance with this Agreement, who shall be responsible for overseeing the construction and installation of the Designated Intersection Approaches and the implementation the Program, and who shall have the power and authority to make management decisions relating to Redflex’s obligations pursuant to this Agreement, including but not limited to change-order authorizations.
- 1.24. **“Redflex System”** means, collectively, the Salus® and/or SMARTcam® System, the SMARTscene® System, and all of the other equipment, applications, cameras, sensors, components, motor vehicles and other tangible and intangible property relating thereto, to enable Redflex to enforce a minimum of one lane of

travel at a designated location. The SMARTops® System, the Program, and all of the other equipment, applications, back office processes, servers, off-site backup systems, software and other tangible and intangible property relating thereto.

- 1.25. “REDFLEXred® System” means the proprietary digital redlight photo enforcement system of Redflex relating to the Program.
 - 1.26. “Salus® System” means the proprietary software that controls the systems of Redflex relating to the Program.
 - 1.27. “SMARTcam® System” means the proprietary software system that controls the systems of Redflex relating to the Program.
 - 1.28. “SMARTops® System” means the proprietary back-office processes of Redflex relating to the Program.
 - 1.29. “SMARTscene® System” means the proprietary digital video camera unit, hardware and software required for providing supplemental violation data relating to the Program.
 - 1.30. “Traffic Camera Safety Improvement Program” or “the Program” are interchangeable and synonymous and mean the process by which the monitoring, identification and enforcement of Violations is facilitated by the use of certain equipment, applications and back office processes of Redflex, including but not limited to cameras, flashes, central processing units, signal controller interfaces and sensor arrays which, collectively, are capable of measuring Violations and recording such Violation data in the form of photographic images of motor vehicles.
 - 1.31. “Traffic Signal Controller Boxes” means the signal controller interface and vehicle detection owned and operated by the Customer. This includes, but not limited to, the Customer’s traffic controller, Customer’s vehicle detection equipment, Customer’s communication equipment, Customer’s controller cabinet, etc.
 - 1.32. “Uniform Traffic Citation” means a uniform traffic citation as described in Section 316.650 of the Florida Statutes;
 - 1.33. “Video Survey Analysis (VSA)” means a video evaluation, statistical modeling, and assessment of infraction rates at suspected problematic intersections and approaches to determine the need for a Redflex System. Video Survey Analysis shall provide for each designated intersection approach, at a minimum of three 8-hour periods on different days, including peak conditions of monitoring in order to provide a data baseline of violation frequency.
 - 1.34. “Warning Period” means a period after the Installation Date of the first intersection approach, wherein only warning notices shall be issued, commencing within 3 days after the system has been installed. After the commencement date, the Warning Period shall continue for a minimum of thirty (30) calendar days, as required by Florida Statutes, prior to the issuance of a Notice of Violation.
2. **TERM.** This agreement shall commence on the date of successful completion of the Pilot Program (as defined herein); this agreement shall be for a period of three years, consisting of a six-month Pilot Program and a remaining term of two and one half years (the “Start Date”) and may be automatically extended for two additional 2-year periods. The Village may exercise its right to not renew this Agreement for a renewal

term by providing advanced written notice to Redflex not less than forty-five (45) calendar days prior to the last day of the initial term.

PILOT PROGRAM. The Village and Contractor shall initially engage in a six (6) month pilot and testing program to evaluate the benefits of the Traffic Camera Safety Improvement Program. The pilot program shall include installation and enforcement at up to four (4) designated intersections. The Village will work with Contractor to identify the designated intersections based on public-safety needs and the physical characteristics of the intersection. To minimize intrusiveness, the Village will allow Contractor, to the extent possible, to utilize existing infrastructure including street light poles, mast-arms, and depending on the location, power; if capacity is available.

PILOT SUCCESS. This agreement includes a Cost Neutrality guarantee, thereby eliminating all upfront costs and all fiscal risk associated with the Contractor's fees. This Cost Neutrality guarantee is inclusive under the Pilot Program.

The goal of the Pilot Program is to quantify the effectiveness of red light enforcement cameras on red light running rates at dangerous intersections as identified by Police and Traffic Engineering.

Analyses will compare the rate of red light running before the installation of red light enforcement cameras and the rate of red light running at the same designated intersections and at the same approaches after the implementation of red light enforcement cameras.

The VSA (video survey analysis) process will provide the baseline or "before" study period data to provide average rates of red-light violations. After the 6-month operational pilot program, an "after" study will be implemented. The "after" study will use data from the last four weeks of the 6-month pilot program. Each week, during the final four weeks of the pilot program, data will be collected relating to the frequency of red light violations occurring during the day(s) of week/time period(s) that substantially mirror the three distinct eight (8) hour collection periods of the VSA. At the conclusion of the four weeks, the data from each corresponding collection period will be added and then averaged to determine the mean number of violations occurring during the "after" period.

Using regression analysis (or a similar statistical analysis), the success of the Pilot program will examine the relationship of camera enforcement on red light running frequency. If the mean number of violations occurring during the "after" study is reduced by at least fifteen (15) percent when compared to the corresponding VSA mean (calculated by adding and averaging the number of violations occurring during three, eight (8) hour periods), the pilot will be considered "successful" under the terms of this agreement.

Should the Pilot Program achieve success as identified above, the two and one-half year remaining term of the initial contract shall automatically continue; and the program will remain in operation under the terms of this Agreement. If the Pilot Program is

unsuccessful, the Village shall have the right at any time to terminate this program upon 30 days written notice to the Contractor without penalty and the Village shall not be obligated to pay any remaining amortized costs as contemplated in 6.4 below.

At any time during the Pilot, based on positive trending regarding the reduction of red-light running rates, at the Village's request and based on mutual agreement, the Village can request to move beyond the Pilot and implement a wide-scale system installation. If the Village exercises this right prior to the end of the 6-month Pilot period, the remaining 2 ½ years of the term shall run from the agreed upon date for system wide implementation.

Upon notice to Contractor, the Village reserves the right to renegotiate the terms and conditions of this agreement should the disbursement of fines and/or fees collected during the administration of a red light camera program be amended by any legislative or judicial change in applicable law. If the the amount of fines to be disbursed to the Village is reduced because of a change in applicable law then the Village shall have the right at any time thereafter to terminate this program upon 30 days written notice to the Contractor without penalty and the Village shall not be obligated to pay any remaining amortized costs as contemplated in 6.4 below.

3. **SERVICES**. Redflex shall provide the Program to the Village, in each case in accordance with the terms and provisions set forth in this Agreement.
 - 3.1. **INSTALLATION**. With respect to the construction and installation of (1) the Designated Intersection Approaches and the installation of the Redflex System at such Designated Intersection Approaches, the Village and Redflex shall have the respective rights and obligations set forth on Exhibit B attached hereto.
 - 3.2. **MAINTENANCE**. With respect to the maintenance of the Redflex System at the Designated Intersection Approaches the Village and Redflex shall have the respective rights and obligations set forth on Exhibit C attached hereto.
 - 3.3. **VIOLATION PROCESSING**. During the Operational Period, Violations shall be processed as follows:
 - 3.3.1. All Violations Data shall be stored on the Redflex System;
 - 3.3.2. The Redflex System shall process Violations Data gathered from the Designated Intersection Approaches into a format capable of review by the Authorized Employee via the Redflex System;
 - 3.3.3. The Redflex System will be accessible by Authorized Staff through a secure and encrypted connection by use of a confidential user account on a computer equipped with a high-speed Internet connection and an approved web browser.
 - 3.3.4. Redflex shall provide the Authorized Employee with access to the Redflex System for the purposes of reviewing the pre-processed Violations Data within four (4) days of the gathering of the Violation Data from the applicable Designated Intersection Approaches.
 - 3.3.5. The Village shall cause the Authorized Employee to review the Violations Data and to determine whether a citation shall be issued with respect to each Potential Violation captured within such Violation Data, and transmit each such determination in the form of an Electronic Signature to Redflex using the software or other applications or procedures provided by Redflex on the

Redflex System for such purpose, and REDFLEX HEREBY ACKNOWLEDGES AND AGREES THAT THE DECISION TO ISSUE A CITATION SHALL BE THE SOLE, UNILATERAL AND EXCLUSIVE DECISION OF THE AUTHORIZED EMPLOYEE AND SHALL BE MADE IN SUCH AUTHORIZED EMPLOYEE'S SOLE DISCRETION (A "CITATION DECISION"), AND IN NO EVENT SHALL REDFLEX HAVE THE ABILITY OR AUTHORIZATION TO MAKE A CITATION DECISION.

- 3.3.6. With respect to each Authorized Violation, Redflex shall print and mail a Notice of Violation and/or Uniform Traffic Citation within five (5) days after Redflex's receipt of such authorization; provided, however, during the Warning Period, warning violation notices shall be issued in respect of all Authorized Violations;
 - 3.3.7. Redflex shall continually maintain an ability to transmit authorized Uniform Traffic Citations electronically, at the time of issuance by an Authorized Employee, to the Miami Dade Clerk of Courts. This transmittal will be in a format authorized by the Miami Dade Clerk of Courts.
 - 3.3.8. Redflex shall maintain an ability to continually transmit, electronically, all data regarding issued Notice of Violations and issued Uniform Traffic Citations to the Customer's Report Beam server or other designated database.
 - 3.3.9. Redflex shall continually ensure compliance with conditions or restrictions of applicable Florida State Statutes during the terms of this agreement at no cost to the Village.
 - 3.3.10. Redflex shall provide a toll-free telephone number for the purposes of answering citizen inquiries. Redflex shall permit the Authorized Employee to generate reports using the Redflex Standard Report System.
 - 3.3.11. Monthly, Redflex shall provide, without cost to the Village, reports regarding the processing and issuance of Citations, the maintenance and downtime records of the Designated Intersection Approaches and the functionality of the Redflex System with respect thereto to the Village in such format as mutually agreed upon.
 - 3.3.12. During the six (6) month testing and evaluation period and/or upon Redflex's receipt of a written request from the Village at least fourteen (14) calendar days in advance of court proceeding, Redflex shall provide expert witnesses for use by the Village in prosecuting Violations; provided, however, the Village shall use reasonable best efforts to seek judicial notice in lieu of requiring Redflex to provide such expert witnesses; After the initial 6 month period, expert testimony may be provided on a cost reimbursement basis for time and travel, not to exceed \$500 per request. All witness testimony provided within a single day or a hearing date that is continued over more than one sequential days shall be considered a single request.
 - 3.3.13. During the three (3) month period following the Installation Date, Redflex shall provide such training to Village personnel as shall be reasonably necessary in order to allow such personnel to act as expert witnesses on behalf of the Village with respect to the Program.
- 3.4. Records Retention: Redflex shall retain confidential or exempt information to include photographic evidence and data associated with the Program for a period

defined by the guidelines of the State of Florida, Miami-Dade County, or the Village of Pinecrest.

- 3.5. PROSECUTION AND COLLECTION; COMPENSATION. The Customer shall use best efforts diligently prosecute authorized violations, through either Notice of Violation or Uniform Traffic Citation, which are deemed prosecutable by the reviewing Village employee.
- 3.6. TAXES. Where required by state statute, ordinance or regulation, Redflex shall pay for and maintain in current status all taxes that are necessary for contract performance. No charge by the Village shall be made for federal excise taxes and Village agrees to furnish Redflex with an exemption certificate where appropriate for any applicable sales and/or use taxes.
- 3.7. OTHER RIGHTS AND OBLIGATIONS. During the Term, in addition to all of the other rights and obligations set forth in this Agreement, Redflex and the Village shall have the respective rights and obligations set forth on Exhibit E attached hereto.
- 3.8. CHANGE ORDERS. The Village may from time to time request changes to the work required to be performed or the addition of products or services to those required pursuant to the terms of this Agreement by providing written notice thereof to Redflex, setting forth in reasonable detail the proposed changes (a "Change Order Notice"). Upon Redflex's receipt of a Change Order Notice, Redflex shall deliver a written statement describing the cost, if any (the "Change Order Proposal"). The Change Order Proposal shall include (i) a detailed breakdown of the charge and schedule effects, (ii) a description of any resulting changes to the specifications and obligations of the parties, (iii) a schedule for the delivery and other performance obligations, and (iv) any other information relating to the proposed changes reasonably requested by the Customer. Following the Customer's receipt of the Change Order Proposal, the parties shall negotiate in good faith and agree to a plan and schedule for implementation of the proposed changes, the time, manner and amount of payment or price increases or decreases, as the case may be, and any other matters relating to the proposed changes; provided, however, in the event that any proposed change involves only the addition of equipment or services to the existing Designated Intersection Approaches, or the addition of Intersection Approaches to be covered by the terms of this Agreement, to the maximum extent applicable, the pricing terms set forth in Exhibit D shall govern. Any failure of the parties to reach agreement with respect to any of the foregoing as a result of any proposed changes shall not be deemed to be a breach of this Agreement, and any disagreement shall be resolved in accordance with Section 10.
- 3.9. ROAD REPAIRS AND CONSTRUCTION PROJECTS. The term of an installed camera shall be temporarily suspended as a result of any Village-authorized road repairs, street improvements or stop work order that interrupts, impedes, obstructs or interferes with the successful performance of the installed camera for a period of fourteen (14) or more calendar days. This section shall not apply to those projects beyond the control of the Village, such as projects initiated by the Florida Department of Transportation or other controlling entity.

4. LICENSE; RESERVATION OF RIGHTS.

- 4.1. **License.** Subject to the terms and conditions of this Agreement, Redflex hereby grants the Village, and the Village hereby accepts from Redflex upon the terms and conditions herein specified, a non-exclusive, non-transferable license during the Term of this Agreement to: (a) solely within the Village of Pinecrest, access and use the Redflex System for the sole purpose of reviewing Potential Violations and authorizing the issuance of Citations pursuant to the terms of this Agreement, and to print copies of any content posted on the Redflex System in connection therewith, (b) disclose to the public (including outside of the Village of Pinecrest, that Redflex is providing services to the Village in connection with Program pursuant to the terms of this Agreement, and (c) use and display the Redflex Marks on or in marketing, public awareness or education, or other publications or materials relating to the Program, so long as any and all such publications or materials are approved in advance by Redflex.
- 4.2. **RESERVATION OF RIGHTS.** The Village hereby acknowledges and agrees that: (a) Redflex is the sole and exclusive owner of the Redflex System, the Redflex Marks, all Intellectual Property arising from or relating to the Redflex System, and any and all related Equipment, (b) the Village neither has nor makes any claim to any right, title or interest in any of the foregoing, except as specifically granted or authorized under this Agreement, and (c) by reason of the exercise of any such rights or interests of Village pursuant to this Agreement, the Village shall gain no additional right, title or interest therein. Village retains the right to any Intellectual Property, equipment, and/or concepts developed by its employees or subcontractors.
- 4.3. **RESTRICTED USE.** The Village hereby covenants and agrees that it shall not (a) make any modifications to the Redflex System, including but not limited to any Equipment, (b) alter, remove or tamper with any Redflex Marks, (c) use any of the Redflex Marks in any way which might prejudice their distinctiveness, validity or the goodwill of Redflex therein, (d) use any trademarks or other marks other than the Redflex Marks in connection with the Village's use of the Redflex System pursuant to the terms of this Agreement without first obtaining the prior consent of Redflex, or (e) disassemble, de-compile or otherwise perform any type of reverse engineering to the Redflex System, the Redflex System, including but not limited to any Equipment, or to any, Intellectual Property or Proprietary Property of Redflex, or cause any other Person to do any of the foregoing.
- 4.4. **PROTECTION OF RIGHTS.** Redflex shall have the right to take whatever action it deems necessary or desirable to remedy or prevent the infringement of any Intellectual Property of Redflex, including without limitation the filing of applications to register as trademarks in any jurisdiction any of the Redflex Marks, the filing of patent application for any of the Intellectual Property of Redflex, and making any other applications or filings with appropriate Governmental Authorities. The Village shall not take any action to remedy or prevent such infringing activities, and shall not in its own name make any registrations or filings with respect to any of the Redflex Marks or the Intellectual Property of Redflex without the prior written consent of Redflex.
- 4.5. **INFRINGEMENT.** The Village shall use its reasonable best efforts to give Redflex prompt notice of any activities or threatened activities of any Person of which it becomes aware that infringes or violates the Redflex Marks or any of

Redflex's Intellectual Property or that constitute a misappropriation of trade secrets or act of unfair competition that might dilute, damage or destroy any of the Redflex Marks or any other Intellectual Property of Redflex but shall have no liability for any failure to provide such notice to Contractor. Redflex shall have the exclusive right, but not the obligation, to take action to enforce such rights and to make settlements with respect thereto. In the event that Redflex commences any enforcement action under this Section 4.5, then the Village shall render to Redflex such reasonable cooperation and assistance as is reasonably requested by Redflex, and Redflex shall be entitled to any damages or other monetary amount that might be awarded after deduction of actual costs; provided, that Redflex shall reimburse the Village for any reasonable costs incurred in providing such cooperation and assistance.

- 4.6. INFRINGING USE. The Village shall give Redflex prompt written notice of any action or claim action or claim, whether threatened or pending, against the Village alleging that the Redflex Marks, or any other Intellectual Property of Redflex, infringes or violates any patent, trademark, copyright, trade secret or other Intellectual Property of any other Person, and the Village shall render to Redflex such reasonable cooperation and assistance as is reasonably requested by Redflex in the defense thereof; provided, that Redflex shall reimburse the Village for any reasonable costs incurred in providing such cooperation and assistance. If such a claim is made and Redflex determines that an infringement may exist, Redflex shall have the obligation, to either procure for the Village the right to keep using the allegedly infringing items, modify them to avoid the alleged infringement or replace them with non-infringing items.
- 4.7. UNAUTHORIZED REFERENCES TO REDFLEX. Village shall not utilize, make use of and/or make any reference to Redflex, its name or likeness, its affiliated, parent or subsidiary companies or corporations, its logos, insignias, trademarks, trade names, brand, websites, property, assets, products or services, including, but not limited to, the "SMARTcam™ System", "Salus™ System", "REDFLEXred™ System", "REDFLEXspeed™ System", "REDFLEXrail™ System", "REDFLEXstop™ System", "REDFLEXslimline™ System", "SMARTops™ System", "SMARTscene™ System"; "PLATESCAN™ System" and/or and any and all combinations, variants and derivatives thereof, in, on or about, Village marketing, publicity, media, public relations, advertising, education or training materials, information, data, papers and/or documents, for any reason or purpose, whatsoever, without the prior written approval of Redflex which may be withheld, denied, delayed, rejected and/or refused, by Redflex in its sole, absolute and unilateral discretion.

5. REPRESENTATIONS AND WARRANTIES.

5.1. Redflex Representations and Warranties.

- 5.1.1. Authority. Redflex hereby warrants and represents that it has all right, power and authority to execute and deliver this Agreement and perform its obligations hereunder.
- 5.1.2. Professional Services. Redflex hereby warrants and represents that any and all services provided by Redflex pursuant to this Agreement shall be performed in a professional and workmanlike manner and, with respect to

the installation of the Redflex System, subject to applicable law, in compliance with all specifications provided to Redflex by the Village.

5.2. Village Representations and Warranties.

5.2.1. Authority. The Village hereby warrants and represents that it has all right, power and authority to execute and deliver this Agreement and perform its obligations hereunder.

5.2.2. Professional Services. The Village hereby warrants and represents that any and all services provided by the Village pursuant to this Agreement shall be performed in a professional and workmanlike manner.

5.3. LIMITED WARRANTIES. EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, REDFLEX MAKES NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE REDFLEX SYSTEM OR ANY RELATED EQUIPMENT OR WITH RESPECT TO THE RESULTS OF THE VILLAGE'S USE OF ANY OF THE FOREGOING. NOTWITHSTANDING ANYTHING TO THE CONTRARY SET FORTH HEREIN, REDFLEX DOES NOT WARRANT THAT ANY OF THE DESIGNATED INTERSECTION APPROACHES OR THE REDFLEX SYSTEM WILL OPERATE IN THE WAY THE CUSTOMER SELECTS FOR USE, OR THAT THE OPERATION OR USE THEREOF WILL BE UNINTERRUPTED. THE VILLAGE HEREBY ACKNOWLEDGES THAT THE REDFLEX SYSTEM MAY MALFUNCTION FROM TIME TO TIME, AND SUBJECT TO THE TERMS OF THIS AGREEMENT, REDFLEX SHALL DILIGENTLY ENDEAVOR TO CORRECT ANY SUCH MALFUNCTION IN A TIMELY MANNER.

6. TERMINATION.

6.1. TERMINATION : Either party shall have the right to terminate this Agreement by 90 days written notice to the other with or without cause.

6.2. If Florida State Statutes are amended to prohibit or substantially change the operation of the Village's Program, or the Eleventh Judicial Circuit, one of the Florida District Courts of Appeal, the Florida Supreme Court, one of the Florida federal district courts, the Eleventh Circuit Court of Appeals, or the United States Supreme Court rules the red-light camera statues unlawful or that the Citations from the Village's Program or a substantially similar program are inadmissible in evidence, the Village may immediately terminate this agreement. For the purposes of this agreement, termination of the agreement under these conditions shall be considered as termination with cause; and the Village shall incur no charge or penalty, including but not limited to any charge for the remaining unamortized costs in 6.4, for such termination.

6.3. Should either party commit a material breach of any of the provisions of this agreement which is curable, a party shall have the right to remedy or cure the cause for termination or breach within forty-five (45) calendar days (or within such other time period as the Village and Redflex shall mutually agree, which agreement shall not be unreasonably withheld or delayed) after written notice from the appropriate party setting forth in reasonable detail the events of the cause for termination or breach. Termination of this Agreement shall not be

enforceable or effective unless the terminating party mails or electronically transmits written notice of termination to the non-terminating party not less than forty-five (45) calendar days prior to the Agreement termination date and provides to the non-terminating party the opportunity to remedy or cure the cause of the termination or breach within the forty-five (45) calendar day time period provided herein. Termination of the agreement under these conditions shall be considered as termination with cause; and the Village shall incur no cost or penalty on account of such termination including but not limited any charge for the remaining unamortized costs in 6.4, for such termination. Notwithstanding anything to the contrary herein, the Village may immediately terminate this agreement without cost or penalty upon the occurrence of any of the following:

6.3.1. If it is discovered at any time that the Contractor made material misstatements to the Village in order to induce the Village to enter into this contract or agree to any modification thereof.

6.3.2. The Contractor partially or wholly assigns this contract to another party without the Village's written consent.

6.3.3. The Contractor, any of its principals, or any of its employees with substantial responsibility for providing services to the Village is charged with any criminal misconduct that relates to honesty, business ethics or fair dealing or would bring disrepute to the Village if the Village continued to have a business relationship with the Contractor

6.3.4. Contractor insolvency

6.3.5. Prolonged failure to provide services as required under the contract extending for more than 7 calendar days unless the cause is solely within the control of the Village.

6.4. **TERMINATION FOR CONVENIENCE:** This Agreement is terminable at will, and either party may cancel this Agreement, without cause, upon ninety (90) days written notice. If the Village terminates without cause, C shall be obliged to reimburse the Contractor for all documented unamortized costs for the non-recoverable expense incurred with construction, installation and development, not to exceed \$27,000 per operational approach. Amortized costs will be determined on a 3-year or 36 month schedule starting from the date the operational approach is installed. For example, if the Village terminates the contract for convenience 1 year after the installation of an operational approach, Redflex would have the right to be reimbursed a total not to exceed \$18,000, since 33% (or 12 months of a 36 months schedule) has already been amortized and depreciated. Additionally, Contractor will work with the Village's Department of Public Works and when feasible, utilize the Department of Public Works as a sub-contracting entity on a fee for service basis, in which the Village will invoice Contractor for any agreed upon construction services.

6.5. **RIGHTS AND REMEDIES.** In connection with any breach and/or termination of this Agreement, Redflex shall have and hereby reserves, in full, all rights and remedies available in law and/or in equity. The rights to terminate this Agreement given in this Section 6.1 shall be without prejudice to any other right or remedy of either party in respect of the breach concerned (if any) or any other breach of this Agreement.

- 6.6. PROCEDURES UPON TERMINATION.** The termination of this Agreement without cause shall not relive either party of any liability that accrued prior to such termination. Except as set forth in Section 6.3, upon the termination of this Agreement, all of the provisions of this Agreement shall terminate and:
- 6.6.1. Redflex shall (i) immediately cease to provide services, including but not limited to work in connection with the construction or installation activities and services in connection with the Program, (ii) promptly deliver to the Village any and all Proprietary Property of the Village provided to Redflex pursuant to this Agreement, (iii) promptly deliver to the Village a final report to the Village regarding the collection of data and the issuance of Citations in such format and for such periods as the Village may reasonably request, and which final report Redflex shall update or supplement from time to time when and if additional data or information becomes available, (iv) promptly deliver to Village a final invoice stating all fees and charges properly owed by Village to Redflex for work performed and Citations issued by Redflex prior to the termination, and (v) provide such assistance as the Village may reasonably request from time to time in connection with prosecuting and enforcing Citations issued prior to the termination of this Agreement. Immediately upon termination Redflex is no longer bound to the Data Retention Requirements for any data and if the customer wishes to obtain the data it must be conveyed at the time of termination. Redflex will transfer the data and relevant information to the Village by a mutually agreed upon method. Redflex will provide no tools for accessing this data or other guarantees.
- 6.6.2. The Village shall (i) immediately cease using the Program, accessing the Redflex System and using any other Intellectual Property of Redflex, (ii) promptly deliver to Redflex any and all Proprietary Property of Redflex provided to the Village pursuant to this Agreement, and (iii) promptly pay any and all fees, charges and amounts properly owed by Village to Redflex for work performed and Citations issued by Redflex prior to the termination.
- 6.6.3. Unless the Village and Redflex have agreed to enter into a new agreement relating to the Program or have agreed to extend the Term of this Agreement, Redflex shall remove any and all Equipment or other materials of Redflex installed in connection with Redflex's performance of its obligations under this Agreement, including but not limited to housings, poles and camera systems, and Redflex shall restore the Designated Intersection Approaches to substantially the same condition such Designated Intersection Approaches were in immediately prior to this Agreement.
- 6.6.4. In addition to any and all other rights and remedies available and/or reserved herein, the Village shall pay to Redflex a pro rata share of all monies or revenue generated, collected and/or received by Village after the Agreement termination date that are, in any way, a result of, associated with and/or attributable to, in whole or in part, the products or services rendered to Village by Redflex.
- 6.7. **SURVIVAL.** Notwithstanding the foregoing, the definitions and each of the following shall survive the termination of this Agreement: (i) Sections 4.2 (Reservation of Rights), 5.1 (Redflex Representations and Warranties), 5.2 (Village Representations and Warranties), 5.3 (Limited Warranty), 7

(Confidentiality), 8 (Indemnification and Liability), 9 (Notices), 10 (Dispute Resolution), 11.1 (Assignment), 11.17 (Injunctive Relief; Specific Performance), 11.18 (Applicable Law)) and 11.19 (Jurisdiction and Venue), and (ii) those provisions, and the rights and obligations therein, set forth in this Agreement which either by their terms state, or evidence the intent of the parties, that the provisions survive the expiration or termination of the Agreement, or must survive to give effect to the provisions of this Agreement.

7. **CONFIDENTIALITY.** REDFLEX ACKNOWLEDGES THAT THE VILLAGE WILL OBTAIN AUTHORIZATION FROM THE FLORIDA DEPARTMENT OF LAW ENFORCEMENT (FDLE) FOR REDFLEX TO USE THE VILLAGE POLICE DEPARTMENT'S ORIGINATING AGENCY IDENTIFIER (ORI) TO FACILITATE ACCESS TO VEHICLE REGISTRATION INFORMATION PROVIDED VIA FDLE'S INTERNATIONAL JUSTICE AND PUBLIC SAFETY NETWORK CONNECTION, THE FLORIDA CRIME INFORMATION CENTER MESSAGE SWITCH, AND THE FLORIDA DEPARTMENT OF HIGHWAY SAFETY AND MOTOR VEHICLES FOR USE IN ENFORCING THE VILLAGE'S RED LIGHT CAMERA PROGRAM. REDFLEX AGREES TO ABIDE BY THE TERMS OF THE "RED LIGHT CAMERA OPERATIONS SUPPLEMENT CRIMINAL JUSTICE USER AGREEMENT," WHICH IS MADE A PART HEREOF AS EXHIBIT "H." During the term of this Agreement and for a period of three (3) years thereafter, neither party shall disclose to any third person, or use for itself in any way for pecuniary gain, any other Confidential Information learned from the other party during the course of the negotiations for this Agreement or during the Term of this Agreement. Upon termination of this Agreement, each party shall return to the other all tangible Confidential Information of such party. Each party shall retain in confidence and not disclose to any third party any Confidential Information without the other party's express written consent, except (a) to its employees who are reasonably required to have the Confidential Information, (b) to its agents, representatives, attorneys and other professional advisors that have a need to know such Confidential Information, provided that such parties undertake in writing (or are otherwise bound by rules of professional conduct) to keep such information strictly confidential, and (c) pursuant to, and to the extent of, a request or order by any Governmental Authority, including laws relating to public records.

8. **INDEMNIFICATION AND LIABILITY.**

8.1. **Indemnification by Redflex.** Subject to Section 8.3, , and to the extent permitted to do so under Florida Law, Redflex hereby agrees to defend and indemnify the Village and its affiliates, shareholders or other interest holders, managers, officers, directors, employees, agents, representatives and successors, permitted assignees and each of their affiliates, and all persons acting by, through, under or in concert with them, or any of them (individually a "Village Party" and collectively, the "Village Parties") against, and to protect, save and keep harmless the Village Parties from, and to pay on behalf of or reimburse the Village Parties as and when incurred for, any and all liabilities, obligations, losses, damages, penalties, demands, claims, actions, suits, judgments, settlements, costs, expenses and disbursements (including reasonable attorneys', accountants' and expert witnesses' fees) of whatever kind and nature

(collectively, "Losses"), which may be imposed on or incurred by any Village Party arising out of or related to (a) any material misrepresentation, or breach of any covenant, warranty or representation of Redflex contained in this Agreement, or (b) the gross negligence, reckless acts or willful misconduct of Redflex, its employees or agents which result in death or bodily injury to any natural person (including third parties) or any damage to any real or tangible personal property (including the personal property of third parties), except to the extent caused by the willful misconduct of any Village Party.

- 8.2. Indemnification by Village. Subject to Section 8.3, and to the extent permitted to do so under Florida Law, and specifically Florida Statute section 768.28, the Village hereby agrees to defend and indemnify Redflex and its affiliates, shareholders or other interest holders, managers, officers, directors, employees, agents, representatives and successors, permitted assignees and all persons acting by, through, under or in concert with them, or any of them (individually a "Redflex Party" and collectively, the "Redflex Parties") against, and to protect, save and keep harmless the Redflex Parties from, and to pay on behalf of or reimburse the Redflex Parties as and when incurred for, any and all Losses which may be imposed on or incurred by any Redflex Party arising out of or in any way related to (a) any material misrepresentation, or breach of any covenant, warranty or representation of the Village contained in this Agreement, (b) the gross negligence, reckless acts, or willful misconduct of the Village, its employees, contractors or agents which result in death or bodily injury to any natural person (including third parties) or any damage to any real or tangible personal property (including the personal property of third parties), except to the extent caused by the negligence or willful misconduct of any Redflex Party. Nothing herein, however, shall be construed to waive or modify the provisions of Section 768.28, Florida Statutes or the doctrine of sovereign immunity.
- 8.3. Indemnification Procedures. In the event any claim, action or demand (a "Claim") in respect of which any party hereto seeks indemnification from the other, the party seeking indemnification (the "Indemnified Party") shall give the party from whom indemnification is sought (the "Indemnifying Party") written notice of such Claim promptly after the Indemnified Party first becomes aware thereof; provided, however, that failure so to give such notice shall not preclude indemnification with respect to such Claim except to the extent of any additional or increased Losses or other actual prejudice directly caused by such failure. The Indemnifying Party shall have the right to choose counsel to defend such Claim (subject to the approval of such counsel by the Indemnified Party, which approval shall not be unreasonably withheld, conditioned or delayed), and to control, compromise and settle such Claim, and the Indemnified Party shall have the right to participate in the defense at its sole expense; provided, however, the Indemnified Party shall have the right to take over the control of the defense or settlement of such Claim at any time if the Indemnified Party irrevocably waives all rights to indemnification from and by the Indemnifying Party. The Indemnifying Party and the Indemnified Party shall cooperate in the defense or settlement of any Claim, and no party shall have the right enter into any settlement agreement that materially affects the other party's material rights or material interests without such party's prior written consent, which consent will not be unreasonably withheld or delayed.

8.4. **LIMITED LIABILITY.** Notwithstanding anything contrary in this Agreement, neither party shall be liable to the other, by reason of any representation or express or implied warranty, condition or other term or any duty at common or civil law, for any special, incidental, indirect, consequential or punitive damages however caused and on any theory of liability arising out of or relating to this Agreement, except and only to the extent expressly authorized pursuant to provision 11.20, entitled "PREVAILING PARTY" of this Agreement. In the event of any breach of this Agreement, however, the non-breaching party is entitled to recover expectation damages from the breaching party, which are defined as the amounts that non-breaching party would have received under the Agreement had the breaching party fully performed pursuant to the terms and conditions of this Agreement.

9. **NOTICES.** Any notices to be given hereunder shall be in writing, and shall be deemed to have been given (a) upon delivery, if delivered by hand, (b) three (3) days after being mailed first class, certified mail, return receipt requested, postage and registry fees prepaid, or (c) one Business Day after being delivered to a reputable overnight courier service, excluding the U.S. Postal Service, prepaid, marked for next day delivery, if the courier service obtains a signature acknowledging receipt, in each case addressed or sent to such party as follows:

9.1. Notices to Redflex:

Redflex Traffic Systems, Inc.
23751 North 23rd Avenue
Phoenix, AZ 85027
Attention: Program Management Office
Facsimile: (623) 207-2050

9.2. Notices to the Customer:

Village of Pinecrest Police Department
12645 Pinecrest Parkway
Pinecrest, FL 33156
Attention: Sam Ceballos, Chief
Facsimile: 305-234-2131

10. **DISPUTE RESOLUTION.** Upon the occurrence of any dispute or disagreement between the parties hereto arising out of or in connection with any term or provision of this Agreement, the subject matter hereof, or the interpretation or enforcement hereof (the "Dispute"), the parties shall engage in informal, good faith discussions and attempt to resolve the Dispute. In connection therewith, upon written notice of either party, each of the parties will appoint a designated officer whose task it shall be to meet for the purpose of attempting to resolve such Dispute. The designated officers shall meet as often as the parties shall deem to be reasonably necessary. Such officers will discuss the Dispute. If the parties are unable to resolve the Dispute in accordance with this Section 10, and in the event that either of the parties concludes in good faith that amicable resolution through continued negotiation with respect to

the Dispute is not reasonably likely, then the parties may mutually agree to submit to binding or nonbinding arbitration or mediation.

11. MISCELLANEOUS.

- 11.1. **Assignment.** Neither party may assign all or any portion of this Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld or delayed; provided, however, The Village hereby acknowledges and agrees that the execution (as outlined in Exhibit F), delivery and performance of Redflex's rights pursuant to this Agreement shall require a significant investment by Redflex, and that in order to finance such investment, Redflex may be required to enter into certain agreements or arrangements ("Financing Transactions") with equipment lessors, banks, financial institutions or other similar persons or entities (each, a "Financial Institution" and collectively, "Financial Institutions"). The Village hereby agrees that Redflex shall have the right to assign, pledge, hypothecate or otherwise transfer ("Transfer") its rights, or any of them, under this Agreement to any Financial Institution in connection with any Financing Transaction between Redflex and any such Financial Institution, subject to the Village's prior written approval, which approval shall not be unreasonably withheld or delayed. The Village further acknowledges and agrees that in the event that Redflex provides written notice to the Village that it intends to Transfer all or any of Redflex's rights pursuant to this Agreement, and in the event that the Village fails to provide such approval or fails to object to such Transfer within forty-five (45) business days after its receipt of such notice from Redflex, for the purposes of this Agreement, the Village shall be deemed to have consented to and approved such Transfer by Redflex. Notwithstanding the above, this Agreement shall inure to the benefit of, and be binding upon, the parties hereto, and their respective successors or assigns.
- 11.2. **RELATIONSHIP BETWEEN REDFLEX AND THE VILLAGE.** Nothing in this Agreement shall create, or be deemed to create, a partnership, joint venture or the relationship of principal and agent or employer and employee between the parties. The relationship between the parties shall be that of independent contractors, and nothing contained in this Agreement shall create the relationship of principal and agent or otherwise permit either party to incur any debts or liabilities or obligations on behalf of the other party (except as specifically provided herein).
- 11.3. **AUDIT RIGHTS.** Each of parties hereto shall have the right to audit to audit the books and records of the other party hereto (the "**Audited Party**") solely for the purpose of verifying the payments, if any, payable pursuant to this Agreement. Any such audit shall be conducted upon not less than forty-eight (48) hours' prior notice to the Audited Party, at mutually convenient times and during the Audited Party's normal business hours. Except as otherwise provided in this Agreement, the cost of any such audit shall be borne by the non-Audited Party. In the event any such audit establishes any underpayment of any payment payable by the Audited Party to the non-Audited Party pursuant to this Agreement, the Audited Party shall promptly pay the amount of the shortfall, and in the event that any such audit establishes that the Audited Party has underpaid any payment by more than twenty five percent (25%) of the amount of actually

owing, the cost of such audit shall be borne by the Audited Party. In the event any such audit establishes any overpayment by the Audited Party of any payment made pursuant to this Agreement, non-Audited Party shall promptly refund to the Audited Party the amount of the excess.

- 11.4. **FORCE MAJEURE.** Neither party will be liable to the other or be deemed to be in breach of this Agreement for any failure or delay in rendering performance arising out of causes beyond its reasonable control and without its fault or negligence. Such causes may include but are not limited to, acts of God or the public enemy, terrorism, significant fires, floods, earthquakes, epidemics, quarantine restrictions, , freight embargoes, or Governmental Authorities approval delays which are not caused by any act or omission by Redflex, and unusually severe weather. The party whose performance is affected agrees to notify the other promptly of the existence and nature of any delay.
- 11.5. **ENTIRE AGREEMENT.** This Agreement represents the entire Agreement between the parties, and there are no other agreements (other than invoices and purchase orders), whether written or oral, which affect its terms. This Agreement may be amended only by a subsequent written agreement signed by both parties.
- 11.6. **SEVERABILITY.** If any provision of this Agreement is held by any court or other competent authority to be void or unenforceable in whole or part, this Agreement shall continue to be valid as to the other provisions thereof and the remainder of the affected provision.
- 11.7. **WAIVER.** Any waiver by either party of a breach of any provision of this Agreement shall not be considered as a waiver of any subsequent breach of the same or any other provision thereof.
- 11.8. **CONSTRUCTION** Except as expressly otherwise provided in this Agreement, this Agreement shall be construed as having been fully and completely negotiated and neither the Agreement nor any provision thereof shall be construed more strictly against either party.
- 11.9. **HEADINGS.** The headings of the sections contained in this Agreement are included herein for reference purposes only, solely for the convenience of the parties hereto, and shall not in any way be deemed to affect the meaning, interpretation or applicability of this Agreement or any term, condition or provision hereof.
- 11.10. **EXECUTION AND COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, and such counterparts together shall constitute only one instrument. Any one of such counterparts shall be sufficient for the purpose of proving the existence and terms of this Agreement, and no party shall be required to produce an original or all of such counterparts in making such proof.
- 11.11. **COVENANT OF FURTHER ASSURANCES.** All parties to this Agreement shall, upon request, perform any and all acts and execute and deliver any and all certificates, instruments and other documents that may be necessary or appropriate to carry out any of the terms, conditions and provisions hereof or to carry out the intent of this Agreement.
- 11.12. **REMEDIES CUMULATIVE.** Each and all of the several rights and remedies provided for in this Agreement shall be construed as being cumulative

and no one of them shall be deemed to be exclusive of the others or of any right or remedy allowed by law or equity, and pursuit of any one remedy shall not be deemed to be an election of such remedy, or a waiver of any other remedy.

- 11.13. **BINDING EFFECT.** This Agreement shall inure to the benefit of and be binding upon all of the parties hereto and their respective executors, administrators, successors and permitted assigns.
- 11.14. **COST NEUTRALITY.** Under Exhibit D, Business Assumptions for All Pricing Options, subsection 1, this provision allows the Village to defer certain payments should insufficient funds be available and if at the end of each year of the term of the contract sufficient funds have not been collected to pay the balance then due to Contractor; the Contractor waives its right to recovery of any outstanding balance. This provision shall not apply if law enforcement waives more than 10% of valid infractions forwarded to law enforcement for acceptance according to mutually agreed upon business rules.
- 11.15. **COMPLIANCE WITH LAWS.** Nothing contained in this Agreement shall be construed to require the commission of any act contrary to law, and whenever there is a conflict between any term, condition or provision of this Agreement and any present or future statute, law, ordinance or regulation contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the term, condition or provision of this Agreement affected shall be curtailed and limited only to the extent necessary to bring it within the requirement of the law, provided that such construction is consistent with the intent of the Parties as expressed in this Agreement.
- 11.16. **NO THIRD PARTY BENEFIT.** Nothing contained in this Agreement shall be deemed to confer any right or benefit on any Person who is not a party to this Agreement.
- 11.17. **INJUNCTIVE RELIEF; SPECIFIC PERFORMANCE.** The parties hereby agree and acknowledge that a breach of Sections 4.1 (License), 4.3 (Restricted Use) or 7 (Confidentiality) of this Agreement would result in severe and irreparable injury to the other party, which injury could not be adequately compensated by an award of money damages, and the parties therefore agree and acknowledge that they shall be entitled to injunctive relief in the event of any breach of any material term, condition or provision of this Agreement, or to enjoin or prevent such a breach, including without limitation an action for specific performance hereof.
- 11.18. **APPLICABLE LAW.** This Agreement shall be governed only by and construed, in all respects, solely in accordance with the laws of the State of Florida.
- 11.19. **JURISDICTION AND VENUE.** Any conflict, claim or dispute between Redflex and the Customer affecting, arising out of or relating to the subject matter of this Agreement shall be filed only in and litigated solely in a court of competent jurisdiction in Miami-Dade County, Florida; and both parties specifically agree to be bound by the exclusive jurisdiction and venue thereof.
- 11.20. **PREVAILING PARTY.** In the event of any conflict, claim or dispute between Redflex and the Village affecting, arising out of or relating to the subject matter of this Agreement, the prevailing party shall be entitled to receive from the non-prevailing party all attorneys' fees, expert fees, and related costs. Attorneys'

fees, expert fees, and related costs shall be assessed by a Court and not by a jury and shall be included in any judgment obtained by the prevailing party.

- 11.21. "Most Favored Nation" Provisions: If, subsequent to the execution of this agreement Contractor enters into any agreement of similar scope in terms of number of camera systems to be installed, price, and duration in Miami-Dade County which contains any business terms more favorable to the customer than any terms contained herein, then Contractor shall agree to modify this agreement to include such more favorable terms. In the event Contractor enters into an agreement with Miami Dade County and such agreement is made available for participation by Miami Dade County municipalities during the term of this agreement, then the Village shall have the option to terminate this agreement without penalty and without any obligation to pay any amounts to Contractor and participate in the Miami Dade agreement at any time.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first set forth above.

VILLAGE OF PINECREST, FLORIDA

By: 
Yocelyn Galiano Gomez
Village Manager

Approved as to form:


Mitchell Bierman
Village Attorney

Attest:


Guido H. Inguanzo, Jr.
Village Clerk

REDFLEX TRAFFIC SYSTEMS, INC.

By: 
Name: James A. Saunders
Title: CEO, Redflex Traffic Systems Inc.

EXHIBIT "A"
Designated Intersection Approaches

The contract is for the implementation of up to 10 intersection approaches. Identification of enforced intersection approaches will be based on mutual agreement between Redflex and the Village as warranted by community safety and traffic needs.

The Village will make all reasonable efforts to provide the list of proposed intersections under consideration prior to formal project kick-off to the designated Redflex project manager.

EXHIBIT "B"
Construction and Installation Obligations

Timeframe for Installation: Fixed Traffic Camera Safety Improvement Program:

Redflex will have each specified approach installed and activated in phases in accordance with an implementation plan to be mutually agreed to by Redflex Traffic Systems and the Village.

Redflex will use reasonable commercial efforts to install the system in accordance with the schedule set forth in the implementation plan that will be formalized upon project commencement.

Redflex will use reasonable commercial efforts to install and activate the first specified intersection within sixty (60) days subsequent to formal project kick-off and receipt of the required customer approved program business rules. The Village agrees that the estimated timeframe for installation and activation are subject to conditions beyond the control of Redflex and are not guaranteed.

In order to provide the Village with timely completion of the Traffic Camera Safety Improvement Program, Redflex requires that the Village assist with obtaining timely approval of permit requests. The Village acknowledges the importance of the safety program and undertakes that in order to keep the project on schedule the Village will provide engineering review(s) of Redflex permit requests and all documentation in a timely manner.

1. **Redflex Obligations.** Redflex shall do or cause to be done each of the following (in each case, unless otherwise stated below, at Redflex's sole expense):
 - 1.1. Appoint the Redflex Project Manager and a project implementation team;
 - 1.2. Request current "as-built" electronic engineering drawings for the Designated Intersection Approaches (the "Drawings");
 - 1.3. Develop and submit to the Village for approval construction and installation specifications in reasonable detail for the Designated Intersection Approaches, including but not limited to specifications for all radar sensors, pavement loops, electrical connections and traffic controller connections, as required; and
 - 1.4. Seek approval from the relevant Governmental Authorities having authority or jurisdiction over the construction and installation specifications for the Designated Intersection Approaches (collectively, the "Approvals"), which will include compliance with Village permit applications.
 - 1.5. Finalize the acquisition of the Approvals;
 - 1.6. Assist the Village in developing a public awareness strategy, which may include media and educational materials;
 - 1.7. Develop the Violation Criteria in consultation with the Village;
 - 1.8. Develop the Enforcement Documentation for approval by the Village, which approval shall not be unreasonably withheld;
 - 1.9. Complete the installation and testing of all necessary Equipment, including hardware and software, at the Designated Intersection Approaches.
 - 1.10. Cause an electrical sub-contractor to complete all reasonably necessary electrical work at the Designated Intersection Approaches, including but not

limited to the installation of all related Equipment and other detection sensors, poles, cabling, telecommunications equipment and wiring, which work shall be performed in compliance with all applicable local, state and federal laws and regulations;

- 1.11. Install and test the functionality of the Designated Intersection Approaches with the Redflex System and establish fully operational Violation processing capability with the Redflex System;
 - 1.12. Implement the use of the Redflex System at each of the Designated Intersection Approaches;
 - 1.13. Deliver the Materials to the Village; and
 - 1.14. Citation processing and citation issuance/re-issuance for Authorized Violations;
 - 1.15. Redflex shall provide training (i) for up to fifteen (15) personnel of the Village, including but not limited to the persons who Village shall appoint as Authorized Employees and other persons involved in the administration of the Program, (ii) for up to sixteen (16) hours in the aggregate, (iii) regarding the operation of the Redflex System and the Program, which training shall include training with respect to the Redflex System and its operations, strategies for presenting Violations Data in court and judicial proceedings and a review of the Enforcement Documentation;
 - 1.16. Intersect with judicial personnel to address issues regarding the implementation of the Redflex System, the development of a subpoena processing timeline that will permit the offering of Violations Data in court and judicial proceedings, and coordination between Redflex, the Customer and where applicable, juvenile court personnel.
 - 1.17. Comply with Section 316.0776, Florida Statutes, which directs that placement and installation of Traffic Infraction Detectors must be in accordance with placement and installation specifications developed by the Florida Department of Transportation (FDOT).
2. **CUSTOMER OBLIGATIONS.** The Village shall do or cause to be done each of the following (in each case, unless otherwise stated below, at Village's sole expense):
- 2.1.1. Appoint the Project Manager;
 - 2.1.2. Assist Redflex in obtaining the Drawings from the relevant Governmental Authorities;
 - 2.1.3. To improve system aesthetics, reduce intrusiveness and reduce incurred expense, Village will allow, where permissible, to use existing infrastructure, including but not limited to, poles, mast-arms, conduit and power.
 - 2.1.4. Notify Redflex of any specific requirements relating to the construction and installation of any Intersection Approaches or the implementation of the Traffic Camera Safety Improvement Program;
 - 2.1.5. Provide assistance to Redflex in obtaining access to the records data of the Department of Motor Vehicles in Redflex's capacity as an independent contractor to the Village by completing a form indicating that Redflex is acting an Agent of the Village for purposes of accessing vehicle ownership data for permissible uses under the Driver Privacy Protection Act 18 U.S.C section 2721; and

- 2.1.6. Assist Redflex in seeking the Approvals
- 2.1.7. Provide reasonable access to the Village's properties and facilities in order to permit Redflex to install and test the functionality of the Designated Intersection Approaches and the Traffic Camera Safety Improvement Program;
- 2.1.8. Provide reasonable access to the personnel of the Village and reasonable information about the specific operational requirements of such personnel for the purposes of performing training;
- 2.1.9. Seek approval or amendment of Awareness Strategy and provide written notice to Redflex with respect to the quantity of media and program materials (the "Materials") that the Village will require in order to implement the Awareness Strategy during the period commencing on the date on which Redflex begins the installation of any of the Designated Intersection Approaches and ending one (1) month after the Installation Date;
- 2.1.10. Assist Redflex in developing the Violation Criteria; and
- 2.1.11. Seek approval of the Enforcement Documentation.
- 2.1.12. Provide on-going adequate electrical power in order to operate the systems.
- 2.1.13. The Village will allow Redflex to use existing conduit space as available.
- 2.1.14. The Village shall maintain LED traffic signal lights (yellow and red) at all enforced locations,
- 2.1.15. Village is responsible for maintaining applicable computer hardware, web browsers and high speed Internet access sufficient to access and operate the Redflex system
- 2.1.16. The Village will ensure that amber light phase timing at photo enforced intersections meets the minimum standards according to Federal, State and Local laws, guidelines and rules.

EXHIBIT "C"

Maintenance

1. All repair and maintenance of the Traffic Camera Safety Improvement Program and related equipment will be the sole responsibility of Redflex, including but not limited to maintaining the casings of the cameras included in the Redflex System and all other Equipment in reasonably clean and graffiti-free condition.
2. Redflex shall not open the Traffic Signal Controller Boxes without a representative of Village Traffic Engineering present.
3. In the event that images of a quality suitable for the Authorized Employee to identify Violations cannot be reasonably obtained without the use of flash units, Redflex shall provide and install such flash units.
4. Redflex may assign specific personnel to provide follow up assistance to the Village in the form of the HELPDESK, a designated Customer Service Representative and a Director of Accounts.

EXHIBIT "D"
COMPENSATION & PRICING

RedFlex agrees to provide a turnkey solution for a Traffic Camera Safety Improvement Program wherein all reasonably necessary elements required to implement and operate the solutions are the responsibility of Redflex, except for those items identified in this Agreement as the responsibility of the Village.

The turnkey program includes red light camera equipment, installation, maintenance and violation processing services. Including web application hosting, maintenance and remote administration, clerical data entry and quality review steps, DMV record access and data acquisition, notice mailing, lockbox payment processing, web payment access, call center for general support, web-site accessibility to citizens for image viewing and payment and the design and support for a Village-implemented public awareness campaign.

RedFlex System Flat Fee per Designated Intersection Approach per Month in Accordance with RFP Specifications and Submission:

Number of Designated Intersection Approaches	Monthly Service Fee per Designated Intersection Approach
#1- #5	\$4270.00
#6 and up	\$4100.00

1. Cost Neutrality

- a. Village shall have the option to make payments to Redflex in accordance with the Cost Neutrality Payment Option. Under this option, the Village may defer certain payments to Redflex until the Village has collected sufficient funds pursuant to the provisions of this Agreement. If, on any anniversary date of the first paid citation under this agreement, sufficient funds have not been collected by the Village to pay the balance then due to Redflex, Redflex agrees to waive its right to the recovery of any outstanding balance; and the Village shall have option of terminating the agreement without incurring the costs specified in section 6.4.
- b. Redflex shall maintain an accounting of net balance owed to Redflex. If the amount collected during a billing period exceeds the amount of the Redflex invoices during the same billing period, the Village shall pay Redflex the total amount due based upon the service fee per designated intersection approach.
- c. If the amount collected during a billing period is less than the amount of the Redflex invoices, based upon the service fee per designated intersection approach, during the same billing period, the Village may defer the payment of deficit between the amount collected and the Redflex invoice.
- d. Payments shall be reconciled by applying future funds collected first to the accrued balance, and then to the invoice for the current billing period.
- e. Prior to conducting the Cost Neutrality Payment, the Village shall deduct \$500 per operational intersection approach from the total amount collected to be applied to operational expenses related to violation processing and court presentation.

- f. In the event the contract ends or is terminated and an outstanding balance is still owed, subsequent receipts from the Redflex program still working though the program will be applied to the Redflex balance, not to exceed the applicable service fee based upon the number of operational designated intersection approaches at the time of termination or expiration of the contract.
2. Business Assumptions
- a. The fee for certified mail will be billed per unit to the Village at the prevailing US Postal Service rate. Certified mailing fees will be covered under cost neutrality provisions.
 - b. Except where a balance remains unpaid resulting from a deficient in gross cash received under "Cost Neutrality", Village agrees to pay Contractor within thirty (30) days after the invoice is received. A monthly late fee of 1.5% is payable for amounts remaining unpaid 90 days from date of invoice.
 - c. If capacity is available, set-up and on-going provisions for the electrical powers to the Designated Intersection Approaches will be the responsibility of the Village. If capacity is not available, this expense will be the responsibility of the Contractor.
 - d. Contractor shall be solely responsible for the fabrication and installation of such Signage as required by Florida Law.
 - e. RedFlex will seek to charge, collect and retain a maximum convenience fee of \$4.00 each for electronic payments provided. Such fee is paid by the violator. Village will not receive any said convenience fee and Village assumes no liability, responsibility or control of said fee.
 - f. Vendor will establish a demand deposit account as an agent for the Village. All funds collected pursuant to the Program will be deposited in this account and transferred by wire, on a mutually agreed schedule to the appropriate designated deposit FDIC member bank or other account as designated by Village and mutually agreed to.

EXHIBIT "E"

Additional Rights and Obligations

Redflex and the Village shall respectively have the additional rights and obligations set forth below:

1. Redflex shall assist the Village in public information and education efforts, including but not limited to the development of artwork for utility bill inserts, press releases and schedules for any public launch of the Traffic Camera Safety Improvement Program (actual print and production costs are the sole responsibility of the Customer).
2. The Village shall not access the Redflex System or use the Traffic Camera Safety Improvement Program in any manner other than prescribed by law or authorized by agreement between Redflex and the Village. Village shall ensure security of the Redflex System to prevent unauthorized usage which could result in damage, impairment, or overburdening of the Redflex System or the Traffic Camera Safety Improvement Program. Village shall not attempt to gain unauthorized access to (i) any account of any other Person, (ii) any computer systems or networks connected to the Redflex System, or (iii) any materials or information not intentionally made available by Redflex to the Village by means of hacking, password mining or any other method whatsoever, nor shall the Village cause any other Person to do any of the foregoing.
3. The Village shall maintain the confidentiality of any username, password or other process or device for accessing the Redflex System or using the Traffic Camera Safety Improvement Program.
4. Redflex and the Village shall advise each other in writing with respect to any applicable rules or regulations governing the conduct of the other on or with respect to the property of such other party, including but not limited to rules and regulations relating to the safeguarding of confidential or proprietary information, and when so advised, Redflex and the Village shall obey any and all such rules and regulations.
5. The Village shall promptly reimburse Redflex for the cost of repairing or replacing any portion of the Redflex System, or any property or equipment related thereto, damaged directly or indirectly by the Village, or any of its employees, contractors or agents.

EXHIBIT "F"

Insurance

1. During the Term, Redflex shall procure and maintain at Redflex's sole cost and expense the following insurance coverage with respect to claims for injuries to persons or damages to property which may arise from or in connection with the performance of work or services pursuant to this Agreement by Redflex, and each of Redflex's subcontractors, agents, representatives and employees:
 - Commercial General Liability Insurance. Commercial General Liability Insurance with coverage limits of not less than One Million Dollars (\$1,000,000) combined single limit per occurrence for bodily injury and property damage, Two Million Dollars (\$2,000,000) Products-Completed Operations Aggregate and Two Million Dollars (\$2,000,000) General Aggregate;
 - Commercial Automobile Liability Insurance. Commercial Automobile Liability Insurance with coverage of not less than One Million Dollars (\$1,000,000) combined single limit per accident for bodily injury or property damage, including but not limited to coverage for all automobiles owned, non-owned and hired by Redflex;
 - Professional Liability (Errors and Omissions) Insurance. Redflex will use its commercial best efforts to procure and maintain Professional Liability (Errors and Omissions) Insurance with coverage of not less than Two Million Dollars (\$2,000,000) each and every claim and in the Aggregate; and
 - Workers' Compensation and Employer's Liability Insurance. Workers' Compensation Insurance with coverage of not less than that required by the Labor Code of the State of Florida, and Employer's Liability Insurance with coverage of not less than One Million Dollars (\$1,000,000) per occurrence.
2. With respect to the Commercial General Liability Insurance the following additional provisions shall apply:
 - The Village Parties shall be named as additional insureds with respect to the Commercial General Liability insurance; and
 - The insurance coverage procured by Redflex and described above shall be the primary insurance with respect to the Village Parties in connection with this Agreement, and any insurance or self-insurance maintained by any of the Village Parties shall be in excess, and not in contribution to, such insurance; and
 - Any failure to comply with the reporting provisions of the various insurance policies described above shall not affect the coverage provided to the Village Parties, and such insurance policies shall state the such insurance coverage shall apply separately with respect to each additional insured against whom any claim is made or suit is brought, except with respect to the limits set forth in such insurance policies.
3. With respect to the insurance described in the foregoing Section of this Exhibit E, if any of the Redflex Parties are notified by any insurer that any insurance coverage will be cancelled, Redflex shall immediately provide 30 days written notice thereof to the Village and shall take all necessary actions to correct such cancellation in coverage limits, and shall provide written notice to the Village of

the date and nature of such correction. If Redflex, for any reason, fails to maintain the insurance coverage required pursuant to this Agreement, such failure shall be deemed a material breach of this Agreement, and the Village shall have the right, but not the obligation and exercisable in its sole discretion, to either (i) terminate this Agreement and seek damages from Redflex for such breach, or (ii) purchase such required insurance, and without further notice to Redflex, deduct from any amounts due to Redflex pursuant to this Agreement, any premium costs advanced by the Village for such insurance. If the premium costs advanced by the Village for such insurance exceed any amounts due to Redflex pursuant to this Agreement, Redflex shall promptly remit such excess amount to the Village upon receipt of written notice thereof.

4. Redflex shall provide certificates of insurance evidencing the insurance required pursuant to the terms of this Agreement, which certificates shall be executed by an authorized representative of the applicable insurer, and which certificates shall be delivered to the Village prior to Redflex commencing any work pursuant to the terms of this Agreement.

**CLARIFICATION / RESTATEMENT OF AGREEMENT BETWEEN THE VILLAGE OF
PINECREST, FLORIDA AND REDFLEX TRAFFIC SYSTEMS INC. FOR TRAFFIC CAMERA
SAFETY IMPROVEMENT PROGRAM**

This Clarification/ Restatement (the "Clarification/ Restatement") is made this 3 day of February, 2015 (the "Effective Date") between the Village of Pinecrest, Florida, a municipal corporation (the "Village"), and Redflex Traffic Systems, Inc. ("Redflex") (individually referred to as the "Party"; collectively referred to as the "Parties").

RECITALS

- A. Redflex and the Village entered into the Exclusive Agreement between the Village of Pinecrest, Florida and Redflex Traffic Systems Inc. for Traffic Camera Safety Improvement Program on March 18, 2014 (the "Agreement"), which also included the execution of certain Business Rules;
- B. The Parties acknowledge and reaffirm their respective obligations under the Agreement and desire to clarify through this Clarification / Restatement the processes and procedures that they have been operating under since the outset of the Program.

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

TERMS AND CONDITIONS

1. **Violation Processing.** The Parties acknowledge and reaffirm their Violation Processing obligations under the Agreement, and Section 3.3 is amended as follows to clarify and incorporate the processes and procedures that the Parties have been operating under since the outset of the Program:
- 3.3. **VIOLATION PROCESSING.** During the Operational Period, Infractions shall be processed as follows:
- 3.3.1. All Infraction Data shall be stored on the Redflex System and maintained for a period no less than the minimum period established by the State of Florida records retentions schedules;
- 3.3.2. The Redflex System shall process Infraction Data gathered from the Designated Intersection Approaches into a format capable of review by the Authorized Employee, who must be a traffic infraction enforcement officer authorized to enforce § 316.0083 pursuant to § 316.640 (the "TIEO") via the Redflex System and in a manner consistent with Florida law;
- 3.3.3. Prior to sending the Infraction Data to the TIEO for him/her to unilaterally determine whether to issue a Notice of Violation, Redflex shall review and pre-process the Infraction Data to remove or reject certain data based on the criteria set by the Village in its Business Rules and Procedure Manual ("Rejection Criteria"). Such Rejection Criteria includes, but is not limited to, the following:
- False Trigger
 - Exception Vehicles, e.g., on-duty state or federal emergency vehicles
 - Cannot obtain a clear image of the license plate
 - Plate Obstruction

- Traffic Signal Obstruction
- Out-of-Country License Plate

It is intended that the Rejection Criteria foreclose any exercise of discretion by Redflex in determining what Infraction Data shall be forwarded to the Village for further review. Upon request, the Village may review the removed and rejected data prior to it being purged from the Redflex System to ensure compliance with the Rejection Criteria.

- 3.3.4. The Redflex System will be accessible by TIEOs through a secure and encrypted connection by use of a confidential user account on a computer equipped with a high-speed Internet connection and an approved web browser. The Village shall be solely responsible for acquiring and maintaining the necessary high-speed Internet access for this System.
- 3.3.5. Redflex shall provide the TIEO(s) with continuous access to the Redflex System for the purposes of reviewing the pre-processed Infraction Data. Infraction Data shall be accessible by Redflex and available to the Village's TIEOs no later than seven (7) days after the Potential Violation.
- 3.3.6. The TIEO(s) shall review the Infraction Data provided by Redflex and the TIEO shall unilaterally decide and direct whether a Notice of Violation shall be issued with respect to each Potential Violation captured within such Infraction Data. The TIEO shall issue such Notice of Violation and order Redflex to send the Notice of Violation, pursuant to the terms of this Agreement, in the form of an Electronic Signature and electronic directive transmitted to Redflex using the software or other applications or procedures provided by Redflex on the Redflex System for such purpose. While performing the foregoing, the TIEO shall certify that he or she has reviewed photographic or electronic images or streaming video relating to an alleged violation of § 316.047(1) or § 316.075(1)(c)(1), has determined that such evidence establishes an Infraction, and is issuing a Notice of Violation to the Registered Owner involved in the Infraction in accordance with § 316.0083. **REDFLEX ACKNOWLEDGES AND AGREES THAT THE DECISION TO ISSUE A NOTICE OF VIOLATION SHALL BE THE SOLE, UNILATERAL AND EXCLUSIVE DECISION OF THE TIEO AND SHALL BE MADE IN SUCH TIEO'S SOLE DISCRETION (A "NOTICE OF VIOLATION DECISION"), AND IN NO EVENT SHALL REDFLEX HAVE THE ABILITY OR AUTHORIZATION TO MAKE A NOTICE OF VIOLATION DECISION OR TO ALTER THE NOTICE OF DECISION AND DIRECTION OF THE TIEOS.**
- 3.3.7. Upon notification and direction by the TIEO to Redflex to send the issued Notice of Violation to the Registered Owner, Redflex shall print and mail the Notices of Violation no later than five (5) days after Redflex's receipt of such notification and direction. Redflex shall mail Notices of Violation via U.S. First Class Mail to the Registered Owner. Notices of Violation shall not be sent later than thirty (30) days after the Infraction occurred.
- 3.3.8. If Redflex does not receive payment for a Notice of Violation within sixty (60) days after the Notice of Violation was sent to the registered owner of the motor vehicle involved in the Authorized Violation (the "Registered Owner"), then Redflex shall notify the Village in such a manner that the Village can reasonably meet the time requirements under Florida law for issuance of an Uniform Traffic Citation ("UTC"). Redflex shall also notify the Village in the above manner if the Registered Owner asserts a defense or requests a hearing against the Notice of Violation.

- 3.3.9. If the Village receives notice of non-payment, a defense or a hearing, as outlined in Section 3.3.8., then the TIEO shall review the Infraction Data again and shall unilaterally decide and direct issuance of the UTC with respect to each Infraction captured within such Infraction Data. The TIEO shall issue such UTC and order Redflex to send the UTC, pursuant to the terms of this Agreement. The TIEO shall issue the UTC by creating a UTC in PDF form that is generated on the Redflex System, which includes the TIEO's Electronic Signature, the PDF is then transmitted to Redflex using the software or other applications or procedures provided by Redflex on the Redflex System for printing and mailing purposes. The TIEO shall also transmit an electronic version of the UTC to the Miami-Dade County Clerk of Court using the Redflex System, in the format and method agreed to by the Parties and the Miami-Dade County Clerk of Court and in accordance with Florida law. While performing the foregoing, the TIEO shall certify that in accordance with § 316.0083, he or she is issuing a UTC by certified mail to the address of the Registered Owner involved in the Infraction and is reporting all UTC information to the court having jurisdiction over the alleged offense. REDFLEX HEREBY ACKNOWLEDGES AND AGREES THAT THE DECISION TO ISSUE AN UTC SHALL BE THE SOLE, UNILATERAL AND EXCLUSIVE DECISION OF THE TIEO AND SHALL BE MADE IN SUCH TIEO'S SOLE DISCRETION (A "UTC DECISION"), AND IN NO EVENT SHALL REDFLEX HAVE THE ABILITY OR AUTHORIZATION TO MAKE AN UTC DECISION OR TO ALTER THE UTC DECISION AND DIRECTION OF THE TIEOS.
- 3.3.10. Upon notification and direction by the TIEO to Redflex to send the issued UTC to the Registered Owner, Redflex shall print and mail the UTC no later than five (5) days after Redflex's receipt of such notification and direction. Redflex shall mail UTCs via Certified U.S. Mail to the Registered Owner. UTCs shall conform with the UTC form approved by the Village.
- 3.3.11. The Village shall cause the TIEO to diligently review Infraction Data in order to meet the schedule for issuing Notices of Violation and UTCs as prescribed by Florida law and the provisions of this Agreement.
- 3.3.12. It is understood by the Parties that Redflex shall only print and mail Notices of Violation and UTCs if ordered to do so by the TIEO acting on behalf of the Village. Redflex provides the foregoing administrative services solely at the express direction of the TIEO and Village. Under no circumstances shall Redflex have the power or authority to issue Notices of Violation or UTCs, or make the decision to transmit a UTC to the Miami-Dade County Clerk of the Court.
- 3.3.13. Notwithstanding the foregoing, during the Warning Period for a Designated Intersection Approach, warning violation notices shall be sent for all Authorized Violations. Each Designated Intersection Approach shall have its own Warning Period for no less a time period than that required by Florida law.
- 3.3.14. Redflex shall at all times operate in full compliance with all Florida laws including but not limited to, the Mark Wandall Traffic Safety Act. Redflex shall have no responsibility for the collection of fines resulting from an Authorized Violation which has resulted in the issuance of a UTC. Fines resulting from the issuance of a UTC shall be administered and collected through the Miami-Dade County Clerk of Court in the same manner as any other fine resulting from the issuance of a UTC, as provided for by Florida law. Redflex shall provide a toll-free telephone number that is operational twenty-four (24) hours a day/seven (7) days a week, 365 days a year for the purposes of answering inquiries.

- 3.3.15. Redflex shall continue to coordinate with the Miami-Dade County Clerk of Court on behalf of the Village for the electronic delivery of UTCs issued by the Village under the Program in a form acceptable to the Miami-Dade County Clerk of Court, the Village and Redflex, in accord with Florida law.
- 3.3.16. Redflex shall permit the TIEO(s) to generate reports using the Redflex Standard Report System.
- 3.3.17. Monthly, Redflex shall provide, without cost to the Village, reports regarding the processing and issuance of Infractions, the maintenance and downtime records of the Designated Intersection Approaches and the functionality of the Redflex System with respect thereto to the Village in such format as mutually agreed upon.
- 3.3.18. During the six (6) month testing and evaluation period and/or upon Redflex's receipt of a written request from the Village at least fourteen (14) calendar days in advance of court proceeding, Redflex shall provide expert witnesses for use by the Village in prosecuting Infractions; provided, however, the Village shall use reasonable best efforts to seek judicial notice in lieu of requiring Redflex to provide such expert witnesses; After the initial 6 month period, expert testimony may be provided on a cost reimbursement basis for time and travel, not to exceed \$500 per request. All witness testimony provided within a single day or a hearing date that is continued over more than one sequential days shall be considered a single request.
- 3.3.19. During the three (3) month period following the Installation Date of the Program, Redflex shall provide such training to Village's designated personnel as shall be reasonably necessary in order to allow such personnel to become qualified to provide expert testimony on behalf of the Village with respect to the Program. However, Village reserves the right to request Redflex to provide persons qualified to provide expert testimony as provided in section 3.3.18.

- 2. Prosecution and Collection; Compensation. The Parties acknowledge and reaffirm their prosecution, collection and compensation obligations under the Agreement, and Section 3.5 is amended as follows to clarify and incorporate the processes and procedures that the Parties have been operating under since the outset of the Program:

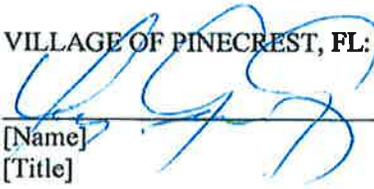
3.5. PROSECUTION AND COLLECTION; COMPENSATION.

- 3.5.1. In addition to the processes and procedures outlined in Section 3.3., Redflex shall:
 - 3.5.1.1. Diligently process, print and mail Notices of Violation and UTCs upon notification by the TIEO that he/she has issued the same, and shall do so pursuant to the terms of this Agreement;
 - 3.5.1.2. Ensure that all Fines collected by Redflex for Notices of Violation are distributed to the Village in such manner and time so as to allow the Village to timely submit to the State of Florida the proceeds required under Florida law; and
 - 3.5.1.3. Have the right to receive and the Village shall be obligated to pay the compensation set forth in Exhibit D.
- 3.5.2. In addition to the processes and procedures outlined in Section 3.3., the Village shall diligently prosecute Notices of Violation, UTCs and the collection of all Fines.

- 3. The Parties acknowledge and reaffirm the enforceability of each and every provision of the Agreement.

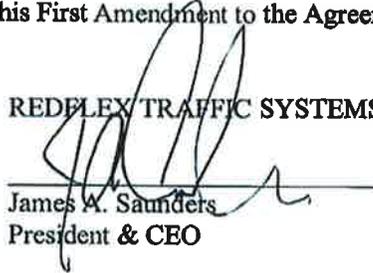
IN WITNESS WHEREOF, the Parties have executed this First Amendment to the Agreement as set forth below

VILLAGE OF PINECREST, FL:



[Name]
[Title]

REDFLEX TRAFFIC SYSTEMS, INC.



James A. Saunders
President & CEO

APPROVED AS TO FORM:



[Name]
[Title]

Attachment 2

Village of Pinecrest, Florida

12/22/2015

Pre- Survey	PIN-P104-01			
	LT	ST	Violations	
2/12/2014	7	6	13	
2/12/2015	9	12	21	
Total	16	18	34	
Citation Data	PIN-P104-01			
	LT	ST	Violations	Percent Reduction
11/04/2015	2	8	10	-50.00%
11/05/2015	2	5	7	
11/11/2015	3	1	4	-73.53%
11/12/2015	2	3	5	
11/18/2015	2	6	8	-44.12%
11/19/2015	3	8	11	
11/25/2015	2	9	11	-52.94%
11/26/2015	3	2	5	
2 Day Avg	5	11	15	-55.15%
Program Comparison June 2015 to November 2015				
Citation Data	PIN-P104-01			
	Violations	Traffic Count	% to Traffic	% Reduction
Jun-15	258	1,090,238	0.02%	-39.92%
Nov-15	155	1,041,828	0.01%	

Pre- Survey	PIN-P112-01			
	LT	ST	Violations	
2/12/2014	48	2	50	
2/12/2015	26	6	32	
Total	74	8	82	
Citation Data	PIN-P112-01			
	LT	ST	Violations	Percent Reduction
11/04/2015	14		14	-68.29%
11/05/2015	9	3	12	
11/11/2015	5	3	8	-76.83%
11/12/2015	9	2	11	
11/18/2015	6	2	8	-68.29%
11/19/2015	13	5	18	
11/25/2015	11	3	14	-68.29%
11/26/2015	3	9	12	
2 Day Avg	18	7	24	-70.43%
Program Comparison June 2015 to November 2015				
Citation Data	PIN-P112-01			
	Violations	Traffic Count	% to Traffic	% Reduction
Jun-15	298	706,576	0.04%	-23.15%
Nov-15	229	717,251	0.03%	

Pre- Survey	PIN-P124-01			
	LT	ST	Violations	
2/12/2014	6	15	21	
2/12/2015	1	14	15	
Total	7	29	36	
Citation Data	PIN-P124-01			
	LT	ST	Violations	Percent Reduction
11/04/2015	0	1	1	-88.89%
11/05/2015	0	3	3	
11/11/2015	0	1	1	-83.33%
11/12/2015	0	5	5	
11/18/2015	0	4	4	-69.44%
11/19/2015	0	7	7	
11/25/2015	0	2	2	-80.56%
11/26/2015	0	5	5	
2 Day Avg		7	7	-80.56%
Program Comparison June 2015 to November 2015				
Citation Data	PIN-P124-01			
	Violations	Traffic Count	% to Traffic	% Reduction
Jun-15	266	789,740	0.03%	-49.62%
Nov-15	134	920,534	0.01%	

Pre- Survey	PIN-P128-01			
	LT	ST	Violations	
2/12/2014	4	9	13	
2/12/2015	11	13	24	
Total	15	22	37	
Citation Data	PIN-P128-01			
	LT	ST	Violations	Percent Reduction
11/04/2015	1	2	3	-89.19%
11/05/2015	1	0	1	
11/11/2015	0	6	6	-78.38%
11/12/2015	0	2	2	
11/18/2015	2	3	5	-75.68%
11/19/2015	0	4	4	
11/25/2015	0	2	2	-91.89%
11/26/2015	0	1	1	
2 Day Avg	1	5	6	-83.78%
Program Comparison June 2015 to November 2015				
Citation Data	PIN-P128-01			
	Violations	Traffic Count	% to Traffic	% Reduction
Jun-15	327	855,414	0.04%	-75.54%
Nov-15	80	828,383	0.01%	

Pre- Survey	Totals			
	LT	ST	Violations	
2/12/2014	65	32	97	
2/12/2015	47	45	92	
Total	112	77	189	
Citation Data	Totals			
	LT	ST	Violations	Percent Reduction
11/04/2015	17	11	28	-73.02%
11/05/2015	12	11	23	
11/11/2015	8	11	19	-77.78%
11/12/2015	11	12	23	
11/18/2015	10	15	25	-65.61%
11/19/2015	16	24	40	
11/25/2015	13	16	29	-72.49%
11/26/2015	6	17	23	
2 Day Avg	23	29	53	-72.22%
Program Comparison June 2015 to November 2015				
Citation Data	Totals			
	Violations	Traffic Count	% to Traffic	% Reduction
Jun-15	1,149	3,441,968	0.03%	-47.95%
Nov-15	598	3,507,996	0.02%	

Attachment 3

Pinecrest, Florida - Zip Code Report for Red-Light Violations Occurring in September 2015

Notices Sent to
Pinecrest Addresses

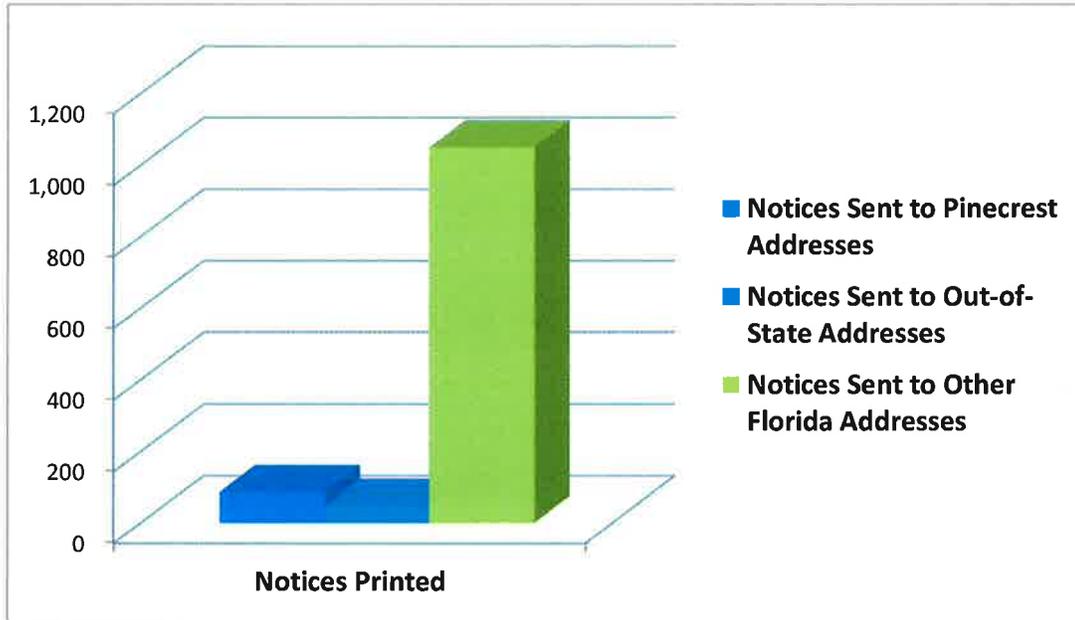
87

Notices Sent to
Other Florida Addresses

1,049

Notices Sent to
Out-of-State Addresses

49



Pinecrest, Florida - Zip Code Report for Red-Light Violations Occurring in October 2015

Notices Sent to
Pinecrest Addresses

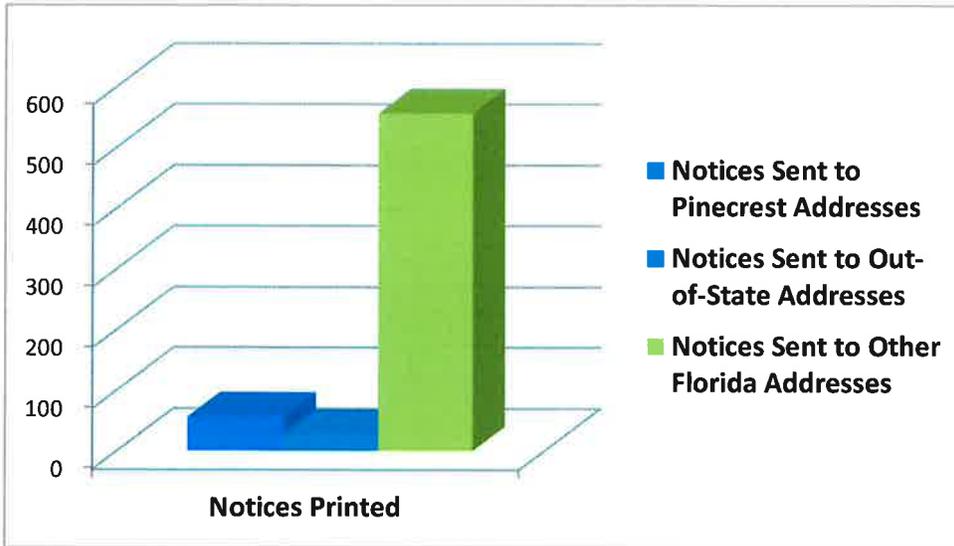
57

Notices Sent to
Other Florida Addresses

556

Notices Sent to
Out-of-State Addresses

29

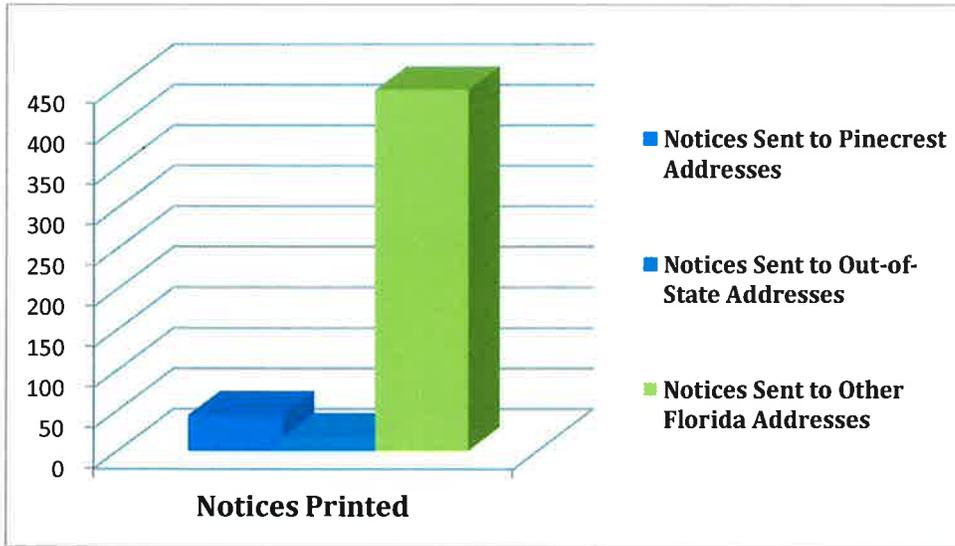


Pinecrest, Florida - Zip Code Report for Red-Light Violations Occurring in November 2015

Notices Sent to
Pinecrest Addresses
44

Notices Sent to
Other Florida Addresses
445

Notices Sent to
Out-of-State Addresses
17



Attachment 4

Red light camera analysis
Activity thru November 30, 2015

Revenues:

FY15 revenues	\$ 96,685.47	
FY16 thru 11/30/2015	\$ 75,950.70	
Receivables as of 11/30 1537 Citations	<u>\$115,275.00</u>	
		\$287,911.17

Expenses:

Reflex, June - Nov	\$ 99,300.27	
Hearing Officers	\$ 350.00	
Metal Detector	\$ 3,815.00	
Red light camera officer (100%)	\$ 21,852.52	
FICA	\$ 1,671.72	
Workers Comp	<u>\$ 926.55</u>	
		<u>\$127,916.05</u>
Net income		\$159,995.12

Attachment 5

Pre- Survey	PIN-P104-01			
	LT	ST	Violations	
2/12/2014	7	6	13	
2/12/2015	9	12	21	
Total	16	18	34	
Violation Data	PIN-P104-01			
	LT	ST	Violations	Percent Reduction
11/04/2015	2	8	10	-50.00%
11/05/2015	2	5	7	
11/11/2015	3	1	4	-73.53%
11/12/2015	2	3	5	
11/18/2015	2	6	8	-44.12%
11/19/2015	3	8	11	
11/25/2015	2	9	11	-52.94%
11/26/2015	3	2	5	
2 Day Avg	5	11	15	-55.15%
Program Comparison vs June 2015				
Violation* Data	PIN-P104-01			
	Violations	Traffic Count	% to Traffic	% Reduction
Jun-15	292	1,090,238	0.03%	
Jul-15	294	1,115,022	0.03%	0.68%
Aug-15	331	1,099,438	0.03%	13.36%
Sep-15	250	987,500	0.03%	-14.38%
Oct-15	332	1,137,986	0.03%	13.70%
Nov-15	185	1,041,828	0.02%	-36.64%
Program Comparison vs June 2015				
Printed** Data	PIN-P104-01			
	Printed	Traffic Count	% to Traffic	% Reduction
Jun-15	236	1,090,238	0.02%	
Jul-15	196	1,115,022	0.02%	-32.88%
Aug-15	254	1,099,438	0.02%	-13.01%
Sep-15	151	987,500	0.02%	-48.29%
Oct-15	152	1,137,986	0.01%	-47.95%
Nov-15	149	1,041,828	0.01%	-48.97%
<p>*Violation Data are those incidents prior to the TIEO acceptance or rejection of the incident.</p> <p>**Printed Data are those violations the TIEO accepted and sent for NOV printing.</p>				

Pre- Survey	PIN-P112-01			
	LT	ST	Violations	
2/12/2014	48	2	50	
2/12/2015	26	6	32	
Total	74	8	82	
Violation Data	PIN-P112-01			
	LT	ST	Violations	Percent Reduction
11/04/2015	14		14	-68.29%
11/05/2015	9	3	12	
11/11/2015	5	3	8	-76.83%
11/12/2015	9	2	11	
11/18/2015	6	2	8	-68.29%
11/19/2015	13	5	18	
11/25/2015	11	3	14	-68.29%
11/26/2015	3	9	12	
2 Day Avg	18	7	24	-70.43%
Program Comparison vs June 2015				
Violation* Data	PIN-P112-01			
	Violations	Traffic Count	% to Traffic	% Reduction
Jun-15	298	706,576	0.04%	
Jul-15	346	479,816	0.07%	16.11%
Aug-15	680	807,561	0.08%	128.19%
Sep-15	596	786,760	0.08%	100.00%
Oct-15	347	858,466	0.04%	16.44%
Nov-15	229	717,251	0.03%	-23.15%
Program Comparison vs June 2015				
Printed** Data	PIN-P112-01			
	Printed	Traffic Count	% to Traffic	% Reduction
Jun-15	233	706,576	0.03%	
Jul-15	253	479,816	0.05%	-15.10%
Aug-15	458	807,561	0.06%	53.69%
Sep-15	363	786,760	0.05%	21.81%
Oct-15	204	858,466	0.02%	-31.54%
Nov-15	182	717,251	0.03%	-38.93%
*Violation Data are those incidents prior to the TIEO acceptance or rejection of the incident.				
**Printed Data are those violations the TIEO accepted and sent for NOV printing.				

Pre- Survey	PIN-P124-01			
	LT	ST	Violations	
2/12/2014	6	15	21	
2/12/2015	1	14	15	
Total	7	29	36	
Violation Data	PIN-P124-01			
	LT	ST	Violations	Percent Reduction
11/04/2015	0	1	1	-88.89%
11/05/2015	0	3	3	
11/11/2015	0	1	1	-83.33%
11/12/2015	0	5	5	
11/18/2015	0	4	4	-69.44%
11/19/2015	0	7	7	
11/25/2015	0	2	2	-80.56%
11/26/2015	0	5	5	
2 Day Avg		7	7	-80.56%
	Program Comparison vs June 2015			
Violation* Data	PIN-P124-01			
	Violations	Traffic Count	% to Traffic	% Reduction
Jun-15	266	789,740	0.03%	
Jul-15	118	569,282	0.02%	-55.64%
Aug-15	146	313,233	0.05%	-45.11%
Sep-15	377	832,680	0.05%	41.73%
Oct-15	196	969,599	0.02%	-26.32%
Nov-15	134	920,534	0.01%	-49.62%
	Program Comparison vs June 2015			
Printed** Data	PIN-P124-01			
	Printed	Traffic Count	% to Traffic	% Reduction
Jun-15	207	789,740	0.03%	
Jul-15	91	569,282	0.02%	-65.79%
Aug-15	115	313,233	0.04%	-56.77%
Sep-15	200	832,680	0.02%	-24.81%
Oct-15	114	969,599	0.01%	-57.14%
Nov-15	119	920,534	0.01%	-55.26%
*Violation Data are those incidents prior to the TIEO acceptance or rejection of the incident.				
**Printed Data are those violations the TIEO accepted and sent for NOV printing.				

Pre- Survey	PIN-P128-01		
	LT	ST	Violations
2/12/2014	4	9	13
2/12/2015	11	13	24
Total	15	22	37

Violation Data	PIN-P128-01			
	LT	ST	Violations	Percent Reduction
11/04/2015	1	2	3	-89.19%
11/05/2015	1	0	1	
11/11/2015	0	6	6	-78.38%
11/12/2015	0	2	2	
11/18/2015	2	3	5	-75.68%
11/19/2015	0	4	4	
11/25/2015	0	2	2	-91.89%
11/26/2015	0	1	1	
2 Day Avg	1	5	6	-83.78%

Program Comparison vs June 2015				
Violation* Data	PIN-P128-01			
	Violations	Traffic Count	% to Traffic	% Reduction
Jun-15	327	855,414	0.04%	
Jul-15	284	865,725	0.03%	-13.15%
Aug-15	292	874,927	0.03%	-10.70%
Sep-15	217	698,437	0.03%	-33.64%
Oct-15	228	871,379	0.03%	-30.28%
Nov-15	80	828,383	0.01%	-75.54%

Program Comparison vs June 2015				
Printed** Data	PIN-P128-01			
	Printed	Traffic Count	% to Traffic	% Reduction
Jun-15	259	855,414	0.03%	
Jul-15	224	865,725	0.03%	-31.50%
Aug-15	232	874,927	0.03%	-29.05%
Sep-15	119	698,437	0.02%	-63.61%
Oct-15	139	871,379	0.02%	-57.49%
Nov-15	67	828,383	0.01%	-79.51%

*Violation Data are those incidents prior to the TIEO acceptance or rejection of the incident.

**Printed Data are those violations the TIEO accepted and sent for NOV printing.

Pre- Survey	Totals		
	LT	ST	Violations
2/12/2014	65	32	97
2/12/2015	47	45	92
Total	112	77	189

Violation Data	Totals			
	LT	ST	Violations	Percent Reduction
11/04/2015	17	11	28	-73.02%
11/05/2015	12	11	23	
11/11/2015	8	11	19	-77.78%
11/12/2015	11	12	23	
11/18/2015	10	15	25	-65.61%
11/19/2015	16	24	40	
11/25/2015	13	16	29	-72.49%
11/26/2015	6	17	23	
2 Day Avg	23	29	53	-72.22%

Program Comparison vs June 2015				
Violation* Data	Violation Totals			
	Violations	Traffic Count	% to Traffic	% Reduction
Jun-15	1,183	3,441,968	0.03%	
Jul-15	1,042	3,029,845	0.03%	-11.92%
Aug-15	1,449	3,095,159	0.05%	22.49%
Sep-15	1,440	3,305,377	0.04%	21.72%
Oct-15	1,103	3,837,430	0.03%	-6.76%
Nov-15	628	3,507,996	0.02%	-46.91%

Program Comparison vs June 2015				
Printed** Data	Printed NOV Totals			
	Printed	Traffic Count	% to Traffic	% Reduction
Jun-15	935	3,441,968	0.03%	
Jul-15	764	3,029,845	0.03%	-35.42%
Aug-15	1,059	3,095,159	0.03%	-10.48%
Sep-15	833	3,305,377	0.03%	-29.59%
Oct-15	609	3,837,430	0.02%	-48.52%
Nov-15	517	3,507,996	0.01%	-56.30%

*Violation Data are those incidents prior to the TIEO acceptance or rejection of the incident.

**Printed Data are those violations the TIEO accepted and sent for NOV printing.

TAB 9

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VILLAGE OF PINECREST
Pinecrest Gardens Advisory Committee

2016 COMMITTEE MEMBERS

Julianne Jeffries

jeffries.julie@gmail.com

Vice Mayor McDonald

Ken Kurtz

kenart40@bellsouth.net

Councilmember Ross

Suzanne Levitt

snlevitt.esq@gmail.com

Councilmember Kraft

Sima Miska

shmiska@aol.com

Councilmember Ball

Suzanne Roberts

srobtrade@gmail.com

Appointed by Pinecrest Garden Club

Celia C. Fitts

ceilfitts@gmail.com

Appointed by Mayor Lerner

Pat Vandenberg

pattiev305@gmail.com

Appointed by Community Garden Charitable Fund

*The Pinecrest Gardens Advisory Committee was established pursuant to Resolution 2013-38.
One appointment is made by each member of the Village Council.
The Pinecrest Garden Club and the Community Garden Charitable Fund each make one appointment.
All terms expire on December 31st of each year.*

Revised 1/5/2016

12645 Pinecrest Parkway, Pinecrest, Florida 33156

T: 305.234.2121 | F: 305.234.2131

www.pinecrest-fl.gov



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TAB 10

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VILLAGE OF PINECREST
Committee Action Form

COMMITTEE: Pinecrest Gardens Advisory Committee
MEETING DATE: 12/01/2015
MEMBERS PRESENT: Ken Kurtz Suzanne Levitt Suzanne Roberts Ethan Shapiro Pat Vandenberg
OFFICIAL ACTION (ATTACH DOCUMENTATION IF NECESSARY): Minutes from the previous meeting were reviewed and approved. 1. Director's Report was delivered which included grants and sponsorships applied for and currently under review for FY 15/16, an overview of the 15/16 budget and a presentation of the project that was funded by our latest Knight Arts Challenge award. 2. Other business: Copies of Resolution No. 2012-81 (A resolution of the Village of Pinecrest, adopting a donation/memorial policy for Pinecrest Gardens) were distributed for review and discussion. Additionally a tour was taken of the three memorial areas that exist in the gardens. The Committee was asked to review the policy and memorial policies at other botanical gardens to be discussed at the next meeting where it will be decided to either keep the policy as is or to draft a proposed recommendation to Council reflecting suggested changes. 3. No official action was taken. <small>Official action by a committee shall be in the form of a motion, approved by the membership, making a recommendation to the Village Council.</small>
OTHER COMMENTS/NEW BUSINESS:
NEXT MEETING DATE: 01/19/2016
APPROVED MINUTES OF LAST MEETING OF _____ ATTACHED <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
SUBMITTED BY: Alana Perez

PLEASE SUBMIT THIS FORM TO THE CLERK'S OFFICE IMMEDIATELY FOLLOWING THE MEETING.

THIS FORM SHALL SERVE AS AN INTERIM RECORD OF THE MEETING UNTIL SUCH TIME AS THE MINUTES HAVE BEEN APPROVED.

12645 Pinecrest Parkway, Pinecrest, Florida 33156
T: 305.234.2121 | F: 305.234.2131
www.pinecrest-fl.gov

Rev. 2/26/2013





VILLAGE OF PINECREST
Committee Action Form

COMMITTEE: Pinecrest Community Center Advisory Committee
MEETING DATE: 12/07/2015
MEMBERS PRESENT: Kim Davidson Jason Raskin Ann McMaster Ed Freedman
OFFICIAL ACTION (ATTACH DOCUMENTATION IF NECESSARY): Motion was made by Committee Member Raskin to prioritize Mind & Body registration software or development of an "App" for class reservations, attendance and real-time scheduling/communication. The motion was second by Committee Member Davidson.
<small>Official action by a committee shall be in the form of a motion, approved by the membership, making a recommendation to the Village Council.</small>
OTHER COMMENTS/NEW BUSINESS:
NEXT MEETING DATE: 02/22/2016
APPROVED MINUTES OF LAST MEETING OF <u>11/09/2015</u> ATTACHED <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
SUBMITTED BY: Loren Matthews, Parks and Recreation Director

PLEASE SUBMIT THIS FORM TO THE CLERK'S OFFICE IMMEDIATELY FOLLOWING THE MEETING.

THIS FORM SHALL SERVE AS AN INTERIM RECORD OF THE MEETING UNTIL SUCH TIME AS THE MINUTES HAVE BEEN APPROVED.

12645 Pinecrest Parkway, Pinecrest, Florida 33156
T: 305.234.2121 | F: 305.234.2131
www.pinecrest-fl.gov

Rev. 2/26/2013



TAB II

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RESOLUTION NO. 2015-

**A RESOLUTION OF THE VILLAGE OF PINECREST,
FLORIDA, WAIVING FEES FOR USE OF EVELYN
GREER PARK FOR A VOICES FOR CHILDREN EVENT
TO BE HELD ON JANUARY 31, 2016; PROVIDING
FOR AN EFFECTIVE DATE.**

BE IT RESOLVED BY THE VILLAGE COUNCIL OF PINECREST, FLORIDA, AS FOLLOWS:

Section 1. That the fees for the use of Evelyn Greer Park for a Voices for Children event to be held on January 31, 2016 are hereby waived.

Section 2. This resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 8th day of December, 2015.

Cindy Lerner, Mayor

Attest:

Guido H. Inguanzo, Jr., CMC
Village Clerk

Approved as to Form and Legal Sufficiency:

Mitchell Bierman
Village Attorney

Motion by:
Second by:

Vote:



PARKS & RECREATION

Village of Pinecrest Parks & Recreation Department

Loren Matthews
Parks and Recreation Director
Andrina Nobili
Program and Event Coordinator

Special Event Application Request

Please complete and return request to the Parks and Recreation Department no later than 90 days prior to event for consideration. Attach/include any additional information that may help describe the event, (flyers, brochure, etc).

Name of Organization: Bulldog FCCLA (G. Holmes Braddock Senior High)

Applicant: Michelle Appelrouth-Rader Title: FCCLA Advisor

E-Mail: miarader@dadeschools.net Ph: (305) 773-9826 Fax:

Address 8225 SW 116 Terr Zip Code: 33156 State: Florida

Additional contact for the organization besides applicant.

Name: Laura Perez Ph: (786) 448-0409

Type of Event: Field Day Date of Event: 01/31/16 2nd option: 02/06/16

Name of Event: Voices for Children and Bulldog FCCLA Field Day

Event Description: A fun field day event for foster children throughout Miami-Dade County so that they can experience this once in a lifetime event

Is the organization tax exempt: Y type: If so please provide tax exemption certificate to the parks office.

Start Time: 12:00 PM End Time: 3:00 PM Number of Participants: 150 Number of Patrons:

Set-Up Begins: 10:30A Clean-Up Ends: 4:30 PM Person/Company responsible: Michelle Appelrouth-Rader

Will participants or patrons be charged? YES X NO If so, how much? participants: patrons:

Will any pamphlets, handbills, or advertising matter of any kind be distributed at the event? No

Have you made any provision for on-site medical services? YES X NO if yes who:

Have you made any provision for on-site security? YES X NO If yes who:

Do you have insurance? YES X NO if so, please attach a copy of insurance policy:

Do you plan to have amplified sound at event? X YES NO Live/ Recorded: Live and Recorded

Will there be vendors at the event? YES X NO If yes how many:

Will there be merchandise available for sale? YES X NO If yes, provide a list of items and prices.

Describe in detail activities planned. List all items to be distributed. (Sale or distribution of food, products, promotional material, celebrities, speeches, ceremonies, equipment to be used, etc.) - Please attach
The foster children will participate in fun field day games, dance and have lunch and snacks. We will have a small A/V system to play music and make announcements throughout the event.

Will the event be advertised? X YES NO If yes, describe advertising plan including dates and media outlets:
This event will be advertised through phone and word of mouth to specific foster families involved with GAL.

Have you held this event before? Yes X No if yes, where:

As the applicant, I hereby certify that the information I have provided on the form is complete and accurate to the best of my knowledge. I understand that failure to do so may lead to the denial of future permits, applications, or other legal action by the Village of Pinecrest Parks & Recreation. I understand that if the request is accepted I agree to abide by the terms and the Rules & Regulations set forth by the Village of Pinecrest Parks & Recreation Department.

Signature of Applicant: Michelle Appelrouth-Rader Date: 11/17/15

TAB 12

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RESOLUTION NO. 2016-

**A RESOLUTION OF THE VILLAGE OF PINECREST, FLORIDA,
EXPRESSING OPPOSITION TO PROPOSED LEGISLATION
(PCB SAC 16-04) PREEMPTING THE AUTHORITY OF
MUNICIPALITIES TO SET THE DATE FOR MUNICIPAL
ELECTIONS; PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, PCB SAC 16-04 is a proposed committee bill by the Florida House State Affairs Committee that preempts the authority of Florida municipalities to set the date for municipal elections; and

WHEREAS, the proposed bill requires all municipal elections within a county to be held on the same date as the general election in even numbered years, or on a like date in odd numbered years, or both, as determined by the Supervisor of Elections; and

WHEREAS, the proposed bill also provides that if all the municipalities within a county and the Supervisor of Elections agree, an alternative fixed date each year may be set for municipal elections; and

WHEREAS, the proposed bill preempts the flexibility currently enjoyed by municipalities to set their own elections according to local needs; and

WHEREAS, the proposed bill may require changes to municipal charters, length of term of office and dates of elections; and

WHEREAS, consolidating municipal elections may have a negative effect on voter turnout and the non-partisan nature of municipal elections;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE VILLAGE OF PINECREST,
FLORIDA, AS FOLLOWS:

Section 1. That the Village Council hereby expresses opposition to a proposed bill in the Florida Legislature, PCB SAC 16-04, which would preempt the authority of municipalities to set the date for municipal elections.

Section 2. That the Village Clerk shall transmit a copy of this resolution to members of the Miami-Dade Delegation, the Speaker of the House, the President of the Senate, and the Governor.

Section 3. This Resolution shall be effective immediately upon adoption.

PASSED AND ADOPTED this th day of _____, 2016.

Cindy Lerner, Mayor

Attest:

Guido H. Inguanzo, Jr., CMC
Village Clerk

Approved as to Form and Legal Sufficiency:

Mitchell Bierman
Village Attorney

Motion by:
Second by:

Vote:



November 24, 2015

A Proposed Committee Bill, [PCB SAC 16-04](#) relating to Municipal Elections will be considered by the House State Affairs Committee on Thursday, December 3rd at 9:00 a.m.

Please Contact the Members of the House State Affairs Committee and Urge them to Oppose this Preemption of Municipal Election Dates.

[PCB SAC 16-04](#) is a proposed committee bill by the House State Affairs Committee. The bill preempts the authority of cities to set the date for city elections. Click [here](#) for a link to the staff analysis for the bill.

The bill requires all municipal elections within a county to be held on the same date as the general election in even numbered years, or on a like date in odd numbered years, or both, as determined by the Supervisor of Elections. This provision is designed to accommodate cities with even and odd numbered year terms.

If all the cities within a county and the Supervisor of Elections agree, an alternative fixed date each year may be set for city elections. These provisions provide extraordinary powers to Supervisors of Elections over city election cycles.

The bill expressly preempts any conflicting charters, ordinances, and general or special laws.

The bill provides for an orderly transition in office by extending the terms for affected incumbent city officers.

The bill is effective for city elections occurring after January 1, 2017.

Talking Points:

- Currently, cities have elections at different times of the year on either even or odd numbered years. This proposal preempts the flexibility currently enjoyed by municipalities to set their own elections according to local needs.
- Changes to length of term of office and dates of elections may require municipal charter amendments. Charter amendments will require an additional referenda election.

- Consolidating various elections for local office into a general election has the possibility to create a longer ballot and therefore increase the possibility of "under voting", the practice in which a voter does not fill out all questions on a ballot.
- Consolidating elections may have a negative effect on voter turnout and the non-partisan nature of municipal elections.

House State Affairs Committee – Oppose PCB SAC 16-04

<u>Representative</u>	<u>District</u>	<u>District Ph.</u>	<u>TLH Ph.</u>	<u>E-mail</u>
Matt Caldwell, Chair	R-79	(239) 694-0161	(850) 717-5079	matt.caldwell@myfloridahouse.gov
Neil Combee, V. Chr.	R-39	(863) 968-5666	(850) 717-5039	Neil.Combee@myfloridahouse.gov
Ben Albritton	R-56	(863) 534-0073	(850) 717-5056	ben.albritton@myfloridahouse.gov
Michael Bileca	R-115	(305) 273-3235	(850) 717-5115	michael.bileca@myfloridahouse.gov
John Cortes	D-43	(407) 846-5009	(850) 717-5043	John.Cortes@myfloridahouse.gov
Travis Cummings	R-18	(904) 278-5761	(850) 717-5018	Travis.Cummings@myfloridahouse.gov
Brad Drake	R- 5	(850) 718-0047	(850) 717-5005	brad.drake@myfloridahouse.gov
Reggie Fullwood	D-13	(904) 353-2180	(850) 717-5013	reggie.fullwood@myfloridahouse.gov
Matt Gaetz	R-4	(850) 833-9328	(850) 717-5004	matt.gaetz@myfloridahouse.gov
Tom Goodson	R-50	(321) 383-5151	(850) 717-5050	tom.goodson@myfloridahouse.gov
Shawn Harrison	R-63	(813) 910-3277	(850) 717-5063	shawn.harrison@myfloridahouse.gov
Mike La Rosa	R-42	(407) 891-2555	(850) 717-5042	Mike.LaRosa@myfloridahouse.gov
Amanda Murphy	D-36	(727) 848-5885	(850) 717-5036	Amanda.Murphy@myfloridahouse.gov
Ray Pilon	R-72	(941) 955-8077	(850) 717-5072	ray.pilon@myfloridahouse.gov
Jake Raburn	R-57	(813) 653-7097	(850) 717-5057	Jake.Raburn@myfloridahouse.gov
Irv Slosberg	D-91	(561) 496-5940	(850) 717-5091	irving.slosberg@myfloridahouse.gov
Dwayne Taylor	D-26	(386) 239-6202	(850) 717-5026	dwayne.taylor@myfloridahouse.gov
Clovis Watson	D-20	(352) 264-4001	(850) 717-5020	Clovis.Watson@myfloridahouse.gov

You can also use the League’s advocacy tool [Capitol Connection](#) to e-mail members of the Committee.

Should you have any questions, please contact: David Cruz at dcruz@flcities.com or Kraig Conn at kconn@flcities.com.

Thank you for your advocacy efforts.

1 A bill to be entitled
 2 An act relating to dates of elections for municipal
 3 office; amending s. 100.3605, F.S.; requiring
 4 municipal elections to be held on a certain date as
 5 determined by the supervisor of elections; allowing
 6 municipalities within a county to elect to hold their
 7 elections on a different date provided certain
 8 requirements are met; providing that the provisions do
 9 not affect the manner in which vacancies in municipal
 10 office are filled or recall elections for municipal
 11 officers are conducted; preempting to the state
 12 authority to set dates of municipal elections;
 13 establishing an exclusive method of setting dates for
 14 municipal elections; superseding conflicting laws and
 15 local provisions; amending s. 100.361, F.S.; allowing
 16 municipal recall elections to be held concurrently
 17 with a municipal election; repealing s. 101.75, F.S.,
 18 relating to changes in municipal election dates for
 19 cause; amending s. 166.021, F.S.; removing the
 20 authorization for a municipality to choose election
 21 dates for its candidates and to change terms of office
 22 as necessitated by a change in election dates;
 23 extending the term of an incumbent elected municipal
 24 officer as a result of changes made by this act;
 25 providing an effective date.
 26

27 Be It Enacted by the Legislature of the State of Florida:

28

29 Section 1. Subsection (2) of section 100.3605, Florida
30 Statutes, is amended to read:

31 100.3605 Conduct of municipal elections.—

32 (2) (a) Notwithstanding any law, municipal charter
33 provision, or municipal ordinance to the contrary, all elections
34 for municipal office within a county shall be held:

35 1. On the same date as the general election or on the
36 first Tuesday after the first Monday in November of each odd-
37 numbered year, or both, as determined by the supervisor of
38 elections; or

39 2. On one alternative fixed date each year if the
40 supervisor of elections and all municipalities within the county
41 agree to the alternative fixed date. Before municipal elections
42 may be conducted pursuant to this subparagraph, each
43 municipality within the county must adopt the alternative fixed
44 date by ordinance. In addition, each ordinance must provide the
45 dates for qualifying for the election and the date on which the
46 elected officers' terms of office commence ~~The governing body of~~
47 ~~a municipality may, by ordinance, change the dates for~~
48 ~~qualifying and for the election of members of the governing body~~
49 ~~of the municipality and provide for the orderly transition of~~
50 ~~office resulting from such date changes.~~

51 (b) This subsection does not affect the manner in which
52 vacancies in municipal office are filled or recall elections for

53 municipal officers are conducted.

54 (c) The Legislature expressly preempts to the state the
 55 authority to establish the dates of elections for municipal
 56 office. Notwithstanding any general law, special law, local law,
 57 municipal charter, or municipal ordinance to the contrary, this
 58 subsection provides the exclusive method for establishing the
 59 dates of elections for municipal office in this state. Any
 60 general law, special law, local law, municipal charter, or
 61 municipal ordinance that conflicts with this subsection is
 62 hereby superseded to the extent of the conflict.

63 Section 2. Subsection (4) of section 100.361, Florida
 64 Statutes, is amended to read:

65 100.361 Municipal recall.—

66 (4) RECALL ELECTION.—If the person designated in the
 67 petition files with the clerk, within 5 days after the last-
 68 mentioned notice, his or her written resignation, the clerk
 69 shall at once notify the governing body of that fact, and the
 70 resignation shall be irrevocable. The governing body shall then
 71 proceed to fill the vacancy according to the provisions of the
 72 appropriate law. In the absence of a resignation, the chief
 73 judge of the judicial circuit in which the municipality is
 74 located shall fix a day for holding a recall election for the
 75 removal of those not resigning. Any such election shall be held
 76 not less than 30 days or more than 60 days after the expiration
 77 of the 5-day period last-mentioned and at the same time as any
 78 other general, municipal, or special election held within the

79 | period; but if no such election is to be held within that
 80 | period, the judge shall call a special recall election to be
 81 | held within the period aforesaid.

82 | Section 3. Section 101.75, Florida Statutes, is repealed.

83 | Section 4. Subsection (4) of section 166.021, Florida
 84 | Statutes, is amended to read:

85 | 166.021 Powers.—

86 | (4) The provisions of this section shall be so construed
 87 | as to secure for municipalities the broad exercise of home rule
 88 | powers granted by the constitution. It is the further intent of
 89 | the Legislature to extend to municipalities the exercise of
 90 | powers for municipal governmental, corporate, or proprietary
 91 | purposes not expressly prohibited by the constitution, general
 92 | or special law, or county charter and to remove any limitations,
 93 | judicially imposed or otherwise, on the exercise of home rule
 94 | powers other than those so expressly prohibited. However,
 95 | nothing in this act shall be construed to permit any changes in
 96 | a special law or municipal charter which affect the exercise of
 97 | extraterritorial powers or which affect an area which includes
 98 | lands within and without a municipality or any changes in a
 99 | special law or municipal charter which affect the creation or
 100 | existence of a municipality, the terms of elected officers and
 101 | the manner of their election except for the selection of
 102 | ~~election dates and qualifying periods for candidates and for~~
 103 | ~~changes in terms of office necessitated by such changes in~~
 104 | ~~election dates,~~ the distribution of powers among elected

PCB SAC 16-04

ORIGINAL

2016

105 officers, matters prescribed by the charter relating to
106 appointive boards, any change in the form of government, or any
107 rights of municipal employees, without approval by referendum of
108 the electors as provided in s. 166.031. Any other limitation of
109 power upon any municipality contained in any municipal charter
110 enacted or adopted prior to July 1, 1973, is hereby nullified
111 and repealed.

112 Section 5. To provide for an orderly transition of office,
113 the terms of incumbent elected municipal officers shall be
114 extended until the next municipal election held in accordance
115 with this act.

116 Section 6. This act shall take effect January 1, 2017.

HOUSE OF REPRESENTATIVES STAFF ANALYSIS

BILL #: PCB SAC 16-04 Municipal Election Dates

SPONSOR(S): State Affairs Committee

TIED BILLS: **IDEN./SIM. BILLS:**

REFERENCE	ACTION	ANALYST	STAFF DIRECTOR or BUDGET/POLICY CHIEF
Orig. Comm.: State Affairs Committee		Toliver	Camechis

SUMMARY ANALYSIS

Under current law, elections for members of a municipality's governing body are conducted during the general election in November of even-numbered years unless the governing body of the municipality adopts an ordinance to change the date. A municipality that changes its election date is authorized to provide for the orderly transition of office resulting from the date change.

The PCB expressly preempts to the state the authority to establish the dates of municipal elections and provides the exclusive method for establishing those dates. Any state law, municipal charter, or municipal ordinance that conflicts with the PCB is superseded to the extent of the conflict. As a result, a municipality will no longer have authority to unilaterally establish the date of its municipal elections.

The PCB requires the date of municipal elections to be established in accordance with one of the following options:

Option 1: All municipal elections in a county may be held on the same date as the general election in November of each even-numbered year or on the first Tuesday after the first Monday in November of each odd-numbered year, or both, as determined by the supervisor of elections (SOE);

or

Option 2: All municipal elections in a county may be held on one alternative fixed date each year if the SOE and all municipalities within the county agree to the date and each municipality within the county adopts the date by ordinance. Each ordinance must also provide the dates for qualifying for the election and the date on which the elected officers' terms of office commence.

The dates for municipal elections may be selected under either Option 1 or Option 2, but not both.

The provisions of the PCB that establish the method of selecting municipal election dates do not affect the manner in which vacancies in municipal office are filled or the manner in which recall elections for municipal officers are conducted. However, the PCB allows municipal recall elections to be held concurrently with municipal elections provided the municipal election occurs during a specific time period.

In order to provide for an orderly transition of office, the PCB provides that the terms of incumbent elected municipal officers affected by the change in election dates will be extended to the next municipal election.

Lastly, the PCB repeals s. 101.75, F.S., which allows a municipality to change its municipal election dates in order to hold its elections concurrently with a statewide or countywide election or, if the voting devices for a statewide or countywide election are not available, to hold its elections 30 days before or after the statewide or countywide election.

The PCB does not appear to have a fiscal impact on the state, but it may reduce or increase elections costs for certain municipalities and result in municipalities paying the costs of conforming municipal charters or ordinances. While the PCB may require some municipalities to expend funds, article VII, section 18, of the Florida Constitution explicitly exempts election laws from the county/municipality "mandates" provision within that section.

FULL ANALYSIS

I. SUBSTANTIVE ANALYSIS

A. EFFECT OF PROPOSED CHANGES:

Background

Article VI, section 5(a) of the Florida Constitution requires a general election to be held in each county on the first Tuesday after the first Monday in November of each even-numbered year to choose a successor to each elective state and county officer whose term will expire before the next general election. Section 100.031, F.S., incorporates that constitutional provision into statute, but also requires a general election to be held in each county on the first Tuesday after the first Monday in November of each even-numbered year to choose a successor to each elective federal and district officer whose term will expire before the next general election.

Article VI, section 6 of the Florida Constitution provides that registration and elections in municipalities must, and in other governmental entities created by statute may, be provided by general law. The Florida Election Code,¹ which is a collection of general laws, provides that it governs the conduct of municipal elections in the absence of an applicable special act, charter, or ordinance.² However, no act, charter, or ordinance may be adopted which conflicts with or exempts a municipality from any provision in The Florida Election Code that expressly applies to municipalities.³

Elections for municipal officers are conducted during the general election in November of even-numbered years unless the governing body of a municipality has adopted an ordinance to change the dates for qualifying and for the election of members of the governing body of the municipality.⁴ The ordinance may also provide for the orderly transition of office resulting from the date changes.

Section 101.75, F.S., allows the governing body of a municipality to move the date of any municipal election to a date concurrent with any statewide or countywide election provided the election date and dates for qualifying for the election are specifically provided for in the ordinance.⁵ However, if the voting devices used in the county are not available to the municipality during the statewide or countywide election, the municipality may provide that its election will be held 30 days before or after the statewide or countywide election.⁶

Any member of the governing body of a municipality may be removed from office by the electors of the municipality provided certain requirements are met.⁷ If the requirements are met but the municipal officer does not resign his or her office, a municipal recall election is held for the removal of that officer.⁸ A municipal recall election is held in conjunction with a general or special election if such an election is held during the defined timeframe for conducting a recall election.⁹

A municipality pays for the printing and delivery of ballots and instruction cards for a municipal election.¹⁰

Effect of the Bill

The PCB expressly preempts to the state the authority to establish the dates of municipal elections and provides the exclusive method for establishing those dates. Any general law, special law, local law, municipal charter, or municipal ordinance that conflicts with the municipal election date provisions in the PCB is superseded to the extent of the conflict. As a result, a municipality will no longer have authority to unilaterally establish the date of its elections.

¹ Chapters 97-106, F.S., are known as “The Florida Election Code.”

² Section 100.3605(1), F.S.

³ *Id.*

⁴ Section 100.3605(2), F.S.; *see also* s. 166.021(4), F.S.

⁵ Section 101.75(3), F.S.

⁶ Section 101.75(1), F.S.

⁷ Section 100.361, F.S.

⁸ Section 100.361(4), F.S.

⁹ *Id.*

¹⁰ Section 101.21, F.S.

The PCB requires the date of municipal elections to be established in accordance with one of the following options:

Option 1: All municipal elections in a county may be held on the same date as the general election in November of each even-numbered year or on the first Tuesday after the first Monday in November of each odd-numbered year, or both, as determined by the supervisor of elections (SOE);

or

Option 2: All municipal elections in a county may be held on one alternative fixed date each year if the SOE and all municipalities within the county agree to the date and each municipality within the county adopts the date by ordinance. Each ordinance must also provide the dates for qualifying for the election and the date on which the elected officers' terms of office commence.

Municipal elections may be scheduled pursuant to either Option 1 or Option 2, but not both. If municipal elections within a county are conducted under Option 1, an SOE may choose to conduct elections for some municipalities in the county at the general election and conduct elections for other municipalities on the first Tuesday after the first Monday in November of an odd-numbered year, or the SOE may choose to conduct all municipal elections in the county on one of those dates. For example, if there are 10 cities in a county, the SOE may conduct elections for three municipalities at the general election and conduct elections for the other seven municipalities at the November election in odd-numbered years. Or, the SOE may choose to conduct elections for all 10 municipalities at the general election. Under Option 2, all of the municipalities within a county may select any one date each year on which to conduct their elections, but all of the municipalities in the county must conduct their elections on the agreed upon date each year. In other words, Option 2 does not allow municipalities within a county to select multiple election dates each year.

The provisions of the PCB that establish the method of selecting municipal election dates does not affect the manner in which vacancies in municipal office are filled or the manner in which recall elections for municipal officers are conducted. However, the PCB allows municipal recall elections to be held concurrently with municipal elections provided the municipal election occurs during a specific time period.

In order to provide for an orderly transition of office, the PCB provides that the terms of incumbent elected municipal officers affected by the change in election dates will be extended to the next municipal election held in accordance with the provisions of the PCB.

Lastly, the PCB repeals s. 101.75, F.S., which allows a municipality to change its municipal election dates in order to hold its elections concurrently with a statewide or countywide election or, if the voting devices for a statewide or countywide election are not available, to hold its elections 30 days before or after the statewide or countywide election.

B. SECTION DIRECTORY:

Section 1 amends s.100.3605, F.S., to require election dates for municipal officers to be held on a certain date.

Section 2 amends s. 100.361, F.S., to allow municipal recall elections to be held concurrently with a municipal election.

Section 3 repeals s. 101.75, F.S., relating to changes in municipal election dates for cause.

Section 4 amends s. 166.021, F.S., to remove the authorization for a municipality to choose election dates for its candidates and to change terms of office as necessitated by a change in election dates.

Section 5 creates an unnumbered section of law to extend the term of an incumbent elected municipal officer as a result of changes made by this act.

Section 6 provides an effective date of January 1, 2017.

II. FISCAL ANALYSIS & ECONOMIC IMPACT STATEMENT

A. FISCAL IMPACT ON STATE GOVERNMENT:

1. Revenues: None.
2. Expenditures: None.

B. FISCAL IMPACT ON LOCAL GOVERNMENTS:

1. Revenues: None.
2. Expenditures: The PCB may increase expenditures for municipalities that are required to amend their charters or adopt ordinances to modify existing election dates. In addition, the costs of conducting elections may decrease or increase for certain municipalities.

C. DIRECT ECONOMIC IMPACT ON PRIVATE SECTOR: None.

D. FISCAL COMMENTS: None.

III. COMMENTS

A. CONSTITUTIONAL ISSUES:

1. Applicability of Municipality/County Mandates Provision: This PCB may require some municipalities to spend funds or take action requiring the expenditure of funds in order to comply with the new election date requirements created by the PCB; however, Art. VII, section 18, of the Florida Constitution explicitly exempts election laws from the county/municipality "mandates" provision within that section.
2. Other: None.

B. RULE-MAKING AUTHORITY: None.

C. DRAFTING ISSUES OR OTHER COMMENTS: None.

IV. AMENDMENTS/ COMMITTEE SUBSTITUTE CHANGES

Not applicable.

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TAB 13

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RESOLUTION NO. 2016-

**A RESOLUTION OF THE VILLAGE OF PINECREST, FLORIDA,
EXPRESSING OPPOSITION TO EFFORTS TO PRIVATIZE THE
WEST PORTION OF THE COUNTY'S MATHESON
HAMMOCK PARK; PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, Matheson Hammock Park is a 630 acre county facility just east of the Village's boundary and one of the few remaining large open spaces in Miami-Dade County with easy access to a largely unspoiled natural habitat; and

WHEREAS, Miami-Dade County is planning improvements to the park that include protecting and enhancing the park's natural and historical resources, preparing for sea level rise and increasing overall accessibility; and

WHEREAS, a handful of area property owners in the Hammock Lakes neighborhood are promoting a plan to essentially privatize the west part of the park, generally referred to as "the Matheson nursery," where generations of park goers have enjoyed the park's fields and wooded trails, by closing the north and west entrances of the park that are accessed via a public street; and

WHEREAS, the Village Council wishes to express opposition to any such efforts which would essentially create a private park for the Hammock Lakes neighborhood and increase traffic and parking issues along Old Cutler Road;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE VILLAGE OF PINECREST, FLORIDA, AS FOLLOWS:

Section 1. That the Village Council hereby urges the Miami-Dade Board of County Commissioners to oppose any efforts to privatize or limit access to the west portion of Matheson Hammock Park.

Section 2. That the Village Clerk is hereby directed to transmit a copy of this resolution to the Miami-Dade Board of County Commissioners.

Section 3. This Resolution shall be effective immediately upon adoption.

PASSED AND ADOPTED this 12th day of January, 2016.

Cindy Lerner, Mayor

Attest:

Guido H. Inguanzo, Jr., CMC
Village Clerk

Approved as to Form and Legal Sufficiency:

Mitchell Bierman
Village Attorney

Motion by:
Second by:

Vote:

Stop the Matheson Hammock Park land grab

Matheson Hammock Park's 630 acres comprise one of the few remaining open spaces in the county that offer easy access and largely unspoiled natural habitat.

Miami-Dade County is planning an update and upgrade for this jewel of a park, which dates to 1930. The county's stated goals are to protect and enhance the park's natural and historical resources, anticipate sea level rise, and increase overall accessibility. That's commendable.

But, this being Miami, a handful of wealthy homeowners are pushing a plan essentially to annex and privatize the western part of Matheson Hammock. If successful, the homeowners in Hammock Lakes would have a signature public park mostly to themselves.

This west area of Matheson Hammock usually is referred to as either "the Matheson nursery" or as "the dog park." The county has used a portion as a nursery for decades. Generations of dog owners — and hikers, bikers, bird watchers and picnickers — have enjoyed the park's fields and wooded trails.

Therein lies the problem with the residents of Hammock Lakes, where teardowns start at \$4 million and many homes top \$12 million. They don't want outsiders using School House Road off Kendall Drive to access West Matheson Park, which is in the City of Coral Gables but is owned and operated by the county.

Never mind that the park's access road is a public street. Never mind that all vehicles must stop at a private guardhouse with a real guard and video cameras. Never mind there usually is at least one Coral Gables police cruiser nearby — and the fact that this public park predates this neighborhood.

These homeowners want the county to keep out all vehicles from driving past their homes, by closing the north and west entrances accessed via the public road and private guardhouse. All vehicles would have to park along Old Cutler Road. That's a burden for park visitors from the north who would have to endure more of trafficchoked Old Cutler, and then fight over parking.

Worse, everyone must then hike a third of a mile along a wooded trail. What about the elderly, physically challenged? They will have to tough it out — or stay home. Also, it's a birdwatching trail, and dogs and birds don't go together. Most galling, we taxpayers would pay to install landscape "buffers" for the lucky homeowners abutting the park. Talk about hitting the jackpot.

The county has two basic options for West Matheson — do a minimal facelift, or a complete makeover. Most current park visitors prefer a minimalist approach.

If you insist on a full gussy-up, then make West Matheson more like the eastern portion by installing picnic shelters and bathrooms. While you are at it, put in baseball and soccer/football fields, like Tropical Park. Easily 10 soccer fields, two baseball fields, one lacrosse field and two volleyball courts. There would still be room for dogs.

In no event, however, should we deny direct vehicle access to West Matheson. In no event should we close the north and west entrances.

We need to tell Miami-Dade Mayor Carlos Gimenez and Miami-Dade Commissioner Xavier Suarez to state clearly and unequivocally that they oppose this land grab and will keep West Matheson accessible by vehicles.

Mayor Gimenez's staff is responsible for drafting the proposals. Commissioner Suarez will be the point person for approving or denying those plans when they come to a vote at the county.

Contact Mayor Gimenez at <mayor@miamidade.gov> or 305- 375-5071; Commissioner Suarez at <district7@miamidade.gov> or 305- 375-5680.



Grant Miller, Publisher

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TAB 14

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RESOLUTION NO. 2016-

**A RESOLUTION OF THE VILLAGE OF PINECREST, FLORIDA,
ESTABLISHING AN AD HOC COMMUNICATIONS
COMMITTEE; PROVIDING FOR MISSION; PROVIDING
FOR SUNSET PROVISION; PROVIDING FOR AN EFFECTIVE
DATE.**

WHEREAS, the Village Council wishes to establish an Ad Hoc Communications Committee to provide recommendations to the Village Council regarding communication initiatives;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE VILLAGE OF PINECREST, FLORIDA, AS FOLLOWS:

Section 1. That a five-member "Ad Hoc Communications Committee" is hereby established. The membership of the committee shall include one appointment from each member of the Village Council. All appointments shall be residents of the Village. In addition, the Village Clerk shall serve as an ex-officio non-voting member of the committee.

Section 2. The committee shall review past practices, policies and guidelines in terms of how the Village communicates with residents (including online, social media, print publications, etc.) and submit a written report with recommendations on the Village's communication initiatives to the Village Council.

Section 3. The committee shall remain in existence for 90 days after the effective date of this resolution at which time the committee shall cease to exist.

Section 4. This Resolution shall be effective immediately upon adoption.

PASSED AND ADOPTED this th day of _____, 2016.

Cindy Lerner, Mayor

Attest:

Guido H. Inguanzo, Jr., CMC
Village Clerk

Approved as to Form and Legal Sufficiency:

Mitchell Bierman
Village Attorney

Motion by:
Second by:

Vote:

TAB 15

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RESOLUTION NO. 2016-

**A RESOLUTION OF THE VILLAGE OF PINECREST, FLORIDA,
OPPOSING THE ISSUANCE OF PERMITS FOR BEAR
HUNTING IN FLORIDA; PROVIDING FOR AN EFFECTIVE
DATE.**

WHEREAS, the Village Council endeavors to be a good steward of the environment; and

WHEREAS, in 2012, the Florida Fish and Wildlife Commission (FFWC) removed the Florida black bear from Florida's Endangered and Threatened Species List; and

WHEREAS, in 2015, the FFWC adopted a Bear Management Plan rule that included issuing permits for bear hunts; and

WHEREAS, measures were not put in place to ensure that thousands of anticipated hunters would cease their efforts when reaching the limits imposed by the rule; and

WHEREAS, during the 2015 hunt, actual kill rates far exceeded approved quotas; and

WHEREAS, future bear hunts may thwart and undo past efforts to promote this previously endangered species;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE VILLAGE OF PINECREST, FLORIDA, AS FOLLOWS:

Section 1. That the Village Council hereby urges the FFWC to refrain from issuing future bear hunt permits and requests that Governor and Florida Legislature intervene as may be appropriate to address this matter.

Section 2. That the Village Clerk is hereby directed to transmit a copy of this resolution to the FFWC, the Governor and the Village's representatives in the Florida Legislature.

Section 3. This Resolution shall be effective immediately upon adoption.

PASSED AND ADOPTED this 12th day of January, 2016.

Cindy Lerner, Mayor

Attest:

Guido H. Inguanzo, Jr., CMC
Village Clerk

Approved as to Form and Legal Sufficiency:

Mitchell Bierman
Village Attorney

Motion by:
Second by:

Vote:

14

RESOLUTION NO. _____

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A Resolution of the City of South Miami, Florida, opposing the Florida Fish and Wildlife Commission’s action to permit bear hunting, and requesting the intervention of the Governor and the State Legislature.

WHEREAS, the City of South Miami and its citizens endeavor to be good stewards of the environment and its resources, including its wildlife; and

WHEREAS, in 2012, the Florida Fish and Wildlife Commission (FFWC) removed the Florida black bear from Florida’s Endangered and Threatened Species List; and

WHEREAS, in 2015, the FFWC adopted a Bear Management Plan Rule that included a bear hunt; and

WHEREAS, the 2015 FFWC Rule, by its very nature in granting unlimited permits, created a mechanism that allowed the killing of more than the stated limitation of bears. Realistic monitoring measures were not in place to ensure that the thousands of anticipated hunters would cease their efforts when reaching the Bear Management Unit limits. Additionally, the State taxed hunters for more permits than the bears that they were allowed to kill; and

WHEREAS, the FFWC’s decision to allow bear hunting was based on outdated (13 year old) data; and

WHEREAS, this decision created overwhelming opposition from citizens and environmental groups throughout the State; and

WHEREAS, during the 2015 hunt, lactating female bears were killed, leaving orphaned cubs living in the wild as prey; and

WHEREAS, during the 2015 hunt, actual kill rates far exceeded approved quotas in two of the four Bear Management Units (BMUs); and

WHEREAS, future bear hunts will serve to thwart and undo the past efforts of the FFWC and others to promote this previously endangered or threatened species; and

WHEREAS, the City of South Miami would like to recognize FFWC Commissioner Ron Bergeron for his stance in opposing the bear hunt in Florida and speaking out against the ruling.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF SOUTH MIAMI, FLORIDA, THAT:

1 **Section 1.** The City of South Miami does hereby urge the FFWC to refrain from
2 approving future bear hunts.

3
4 **Section 2.** The City Commission further resolves and requests that the Governor
5 of the State of Florida and the State Legislature intervene as may be appropriate to address
6 the concerns stated herein.

7
8 **Section 3.** The City Commission does further direct the City Clerk to send
9 copies of this Resolution to the Florida Fish and Wildlife Commission, Governor Rick
10 Scott, Florida Senate President Andy Gardiner, and Florida Speaker of the House Steve
11 Crisafulli.

12
13 **Section 4. Severability.** If any section clause, sentence, or phrase of this resolution
14 is for any reason held invalid or unconstitutional by a court of competent jurisdiction, the
15 holding shall not affect the validity of the remaining portions of this resolution.

16
17 **Section 5. Effective Date.** This resolution shall become effective immediately upon
18 adoption by vote of the City Commission.

19
20 PASSED AND ADOPTED this ____ day of _____, 2015.

21
22 ATTEST:

APPROVED:

23
24 _____
25 CITY CLERK

MAYOR

26
27 READ AND APPROVED AS TO FORM,
28 LANGUAGE, LEGALITY AND
29 EXECUTION THEREOF

COMMISSION VOTE:
Mayor Stoddard:
Vice Mayor Harris:
Commissioner Edmond:
Commissioner Liebman:
Commissioner Welsh:

30
31 _____
32 CITY ATTORNEY

TAB 16

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RESOLUTION 2016-

**A RESOLUTION OF THE VILLAGE OF PINECREST, FLORIDA,
EXPRESSING SUPPORT OF THE MIAMI TIGER BEETLE AND
ENCOURAGING THE FLORIDA FISH AND WILDLIFE
CONSERVATION COMMISSION TO DESIGNATE THE MIAMI
TIGER BEETLE AS A THREATENED SPECIES; PROVIDING FOR
TRANSMITTAL; AND PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, the Village Council recognizes that one of the last tracts of endangered pine rockland ("Rockland") within Miami-Dade County is located along Coral Reef Drive and Southwest 127 Avenue in unincorporated Miami-Dade County; and

WHEREAS, Rockland is a globally imperiled habitat containing an array of rare plants, animals, and insects which are rare and exclusive to that habitat; and

WHEREAS, preservation of the native Rockland, and the species for which it provides a home, is of great importance for the protection of our native forest's unique and endangered environment; and

WHEREAS, one of the rare inhabitants of the Rockland is the Miami Tiger Beetle; and

WHEREAS, the Miami Tiger Beetle was presumed extinct until a recent survey detected the species in the Rockland; and

WHEREAS, on June 29, 2015, the Florida Fish and Wildlife Conservation Commission received a request to evaluate the status of the Miami Tiger Beetle for listing as a state-designated threatened species from the Center of Biological Diversity and individuals; and

WHEREAS, the Village Council is concerned that the rare Miami Tiger Beetle will become extinct within Miami-Dade County;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE VILLAGE OF PINECREST, FLORIDA, AS FOLLOWS:

Section 1. That each of the above stated recitals is hereby adopted and confirmed.

Section 2. That the Village Council hereby expresses support for the Florida Fish and Wildlife Conservation Commission to include the Miami Tiger Beetle in the state-designated Threatened Species list.

Section 3. That the Village Clerk is hereby directed to transmit this resolution to Florida Fish and Wildlife Conservation Commissioners and the Village's representatives in the Florida Legislature.

Section 4. This Resolution shall be effective immediately upon adoption.

PASSED AND ADOPTED this th day of _____, 2016.

Cindy Lerner, Mayor

Attest:

Guido H. Inguanzo, Jr., CMC
Village Clerk

Approved as to Form and Legal Sufficiency:

Mitchell Bierman
Village Attorney

Motion by:
Second by:

Vote:



Office of the Mayor and Town Council

Mary Ann Mixon
Council Member, Seat 1

MEMORANDUM

To: Honorable Members of the Town Council
From: Council Member Mary Ann Mixon, Seat 1
Date: November 18, 2015
Re: Encouraging the Florida Fish and Wildlife Conservation Commission
To designate the Miami Tiger Beetle as a Threatened Species

REQUEST

A RESOLUTION OF THE MAYOR AND THE TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, IN SUPPORT OF THE MIAMI TIGER BEETLE AND ENCOURAGING THE FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION TO DESIGNATE THE MIAMI TIGER BEETLE AS A THREATENED SPECIES; PROVIDING FOR TRANSMITTAL AND PROVIDING FOR AN EFFECTIVE DATE.

BACKGROUND AND ANALYSIS

The purpose of this supporting Resolution is to encourage the Florida Fish and Wildlife Conservation Commission’s approval of a biological review group to assess the status of the Miami Tiger Beetle for listing as a state-designated Threatened Species and therefore become formally protected.

Miami Tiger Beetles were presumed extinct until recent surveys detected individuals at three sites in the Richmond pine rocklands in Miami-Dade County. This is the very last habitat on earth known for this creature. Tiger beetles are predatory insects and need open sunny habitats like the pine rocklands to see their prey and warm themselves. The beetles play an important role in indicating the health of a habitat. The U.S. has about 200 species of tiger beetles. Five are already protected by the Endangered Species Act, while two more species, including one in Central Florida, are candidates.

I encourage my fellow Council Members to join me in supporting this cause and urge the Florida Fish and Wildlife Conservation Commission to review this request to evaluate the species and take immediate actions to list the Miami Tiger Beetle and afford it the fullest protection under Florida state law.

RECOMMENDATION

It is recommended that the Town Council adopt the attached Resolution in support of the Miami Tiger Beetle and encouraging the Florida Fish and Wildlife Conservation Commission to designate it as a Threatened Species.



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Date: November 19, 2015

Re: Miami Tiger Beetle

A RESOLUTION OF THE MAYOR AND THE VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, IN SUPPORT OF THE MIAMI TIGER BEETLE AND ENCOURAGING BOTH THE FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION AS WELL AS THE US FISH AND WILDLIFE SERVICE TO DESIGNATE THE MIAMI TIGER BEETLE AS A THREATENED SPECIES; PROVIDING FOR TRANSMITTAL; AND PROVIDING FOR AN EFFECTIVE DATE.

BACKGROUND AND ANALYSIS:

The purpose of this supporting Resolution is to encourage both the Florida Fish and Wildlife Conservation Commission's approval of a biological review group to assess the status of the Miami Tiger Beetle for listing as a state-designated Threatened Species as well as the US Fish and Wildlife Service, which is undergoing a similar process, to list the Miami Tiger Beetle under the US Endangered Species Act; and; therefore, become formally protected.

Miami Tiger Beetles were presumed extinct until recent surveys detected individuals at three sites in the Richmond pine rocklands in Miami-Dade County. This is the very last habitat on earth known for this creature. Tiger beetles are predatory insects and need open sunny habitats, like the pine rocklands, in order to spot prey and to warm themselves. The beetles play an important role in indicating the health of a habitat. The United States has approximately 200 species of tiger beetles. Five beetle species are already protected by the Endangered Species Act, while two more species, including one in Central Florida, are candidates.

I encourage my fellow Council Members to join me in supporting this cause and urge both the Florida Fish and Wildlife Conservation Commission and the US Fish and Wildlife Service to review and positively act on these requests to evaluate the species and take immediate actions to list the Miami Tiger Beetle and afford it the fullest protection under both Florida State and Federal law/Rules.

FISCAL/BUDGETARY IMPACT: None.

RECOMMENDATION: It is recommended that the Village Council adopt the attached Resolution in support of the Miami Tiger Beetle and encouraging the Florida Fish and Wildlife Conservation Commission to designate it as a Threatened Species and the US Fish and Wildlife Service to list the Miami Tiger Beetle under the US Endangered Species Act.