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

VILLAGE OF PINECREST
Village Council Meeting

REGULAR MEETING AGENDA

TUESDAY, FEBRUARY 16, 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. JANUARY 12, 2016 (REGULAR)
2. JANUARY 26, 2016 (COW)

B. RESOLUTIONS:

1. NONE

IV. AGENDA/ORDER OF BUSINESS

V. SPECIAL PRESENTATIONS

VI. ORDINANCES:

A. FIRST READING:

1. AN ORDINANCE OF THE VILLAGE OF PINECREST, FLORIDA, AMENDING THE CODE OF ORDINANCES, CHAPTER 26, "STREETS, SIDEWALKS AND OTHER PUBLIC PLACES," ARTICLE III, "RIGHTS-OF-WAY – COMMUNICATIONS FACILITIES," BY AMENDING DEFINITIONS; AMENDING THE REGISTRATION AND PERMIT PROCESSES AND REQUIREMENTS; CREATING STANDARDS FOR COMMUNICATIONS FACILITIES DESIGN, LOCATION AND COLLOCATION; AND AMENDING SUCH OTHER SECTIONS AS ARE APPROPRIATE TO PROTECT THE PUBLIC HEALTH, SAFETY AND WELFARE; PROVIDING FOR CODIFICATION; REPEALER; SEVERABILITY AND AN EFFECTIVE DATE. **TAB 2**

2. AN ORDINANCE OF THE VILLAGE OF PINECREST, FLORIDA, AMENDING CHAPTER 30, LAND DEVELOPMENT REGULATIONS, ARTICLE 7, "SIGNS", TO AMEND THE LEGISLATIVE FINDINGS, REGULATIONS, PROCEDURES AND PROHIBITIONS APPLICABLE TO SIGNAGE; AND TO AMEND ARTICLE 9, "RULES OF CONSTRUCTION AND DEFINITIONS", DIV. 9.2, "DEFINITIONS"; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE. **TAB 3**

3. AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF PINECREST, FLORIDA AMENDING CHAPTER 30, "LAND DEVELOPMENT REGULATIONS", BY AMENDING ARTICLE 4, "ZONING DISTRICT REGULATIONS", DIVISION 4.2, "RESIDENTIAL DISTRICTS", CONCERNING HEIGHT AND ATTACHMENT OF ACCESSORY BUILDINGS; AMENDING ARTICLE 5, "ADDITIONAL REGULATIONS", DIVISION 5.5, "FENCES, WALLS AND HEDGES", CONCERNING THE MAXIMUM WIDTH OF COLUMNS PERMITTED IN THE REQUIRED TRIANGLE OF VISIBILITY; AND AMENDING DIVISION 5.16, "REGULATIONS OF OBSTRUCTIONS TO VISIBILITY", CONCERNING THE MAXIMUM WIDTH OF COLUMNS PERMITTED IN THE REQUIRED TRIANGLE OF VISIBILITY; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE. **TAB 4**

B. SECOND READING (PUBLIC HEARING):

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 5**

2. 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. (DEFERRED FROM JANUARY 12, 2016) **TAB 6**

VII. REPORTS AND RECOMMENDATIONS:

A. VILLAGE COUNCIL:

1. A DAY OF PLAY/SHOP LOCAL INITIATIVE (MAYOR)

B. VILLAGE MANAGER:

1. COMMUNIQUÉ TO COUNCIL: **TAB 7**

   a. FEBRUARY 2016 FOLLOW-UP REPORT
   b. MONTHLY DEPARTMENTAL REPORTS
   c. PINECREST PEOPLE MOVER RIDERSHIP REPORT
   d. YGRENE/GREEN CORRIDOR UPDATE
   e. EVENT SPACE FOR CBOS
   f. ART FESTIVAL GRANT AWARD
   g. NLC SERVICE WARRANTY PROGRAM
   h. NATIONAL FLOOD INSURANCE PROGRAM CAV REPORT
   i. BUILDING & PLANNING STAFF CHANGES
   j. FLOOD MANAGEMENT ORDINANCE ACCEPTANCE

2. FIRE RESCUE SERVICES **TAB 8**

3. FARMERS MARKET FEES **TAB 9**

4. LUGO AVENUE TRAFFIC CIRCLE AND SCULPTURE **TAB 10**

C. VILLAGE CLERK:

1. PINECREST20 CELEBRATION **TAB 11**

D. VILLAGE ATTORNEY

E. COMMITTEES: **TAB 12**

1. PINECREST GARDENS ADVISORY (1/19/2016 & 2/1/2016)

VII. RESOLUTIONS:

A. A RESOLUTION OF THE VILLAGE OF PINECREST, FLORIDA, AWARDING OPERATION OF FARMERS MARKET AT PINECREST GARDENS TO GREEN MARKET CO-OP; PROVIDING FOR AN EFFECTIVE DATE. **TAB 13**

B. A RESOLUTION OF THE VILLAGE OF PINECREST, FLORIDA, SUPPORTING A TRANSIT COMPONENT AS PART OF THE DEVELOPMENT OF THE LUDLAM TRAIL; PROVIDING FOR AN EFFECTIVE DATE. (VICE MAYOR) **TAB 14**

C. A RESOLUTION OF THE VILLAGE OF PINECREST, FLORIDA, IMPLEMENTING PERFORMANCE MEASURES TO ACHIEVE ELIGIBILITY FOR COMMUNITY RATING SYSTEM; PROVIDING FOR AN EFFECTIVE DATE. **TAB 15**

IX. PLANNING (8:00 P.M. TIME CERTAIN):

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.

A. HEARING NUMBER 2016-0216-1 **TAB 16**

APPLICANT: MOTORINO, LLC, DBA PIOLA (APPLICANT) AND SUNILAND ASSOCIATES, LTD. (OWNER)

LOCATION: 11421 PINECREST PARKWAY

REQUEST: APPROVAL OF A CONDITIONAL USE TO PERMIT THE ON-PREMISE CONSUMPTION OF BEER, WINE, AND LIQUOR (4-COP LICENSE)

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
TUESDAY, MARCH 8, 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, 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: 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: Chief of Police Samuel Ceballos led the Pledge of Allegiance.

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

- Minutes of December 8, 2015 (Regular)
- 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. (2016-1)

Vice Mayor McDonald made a motion approving the consent agenda items. The motion was seconded by Councilmember Kraft 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: Chief Ceballos recognized a UPS driver for assisting the department by "seeing something, saying something;" which led to the apprehension of criminal suspects. Leo Montero, representing UPS, accepted the award on behalf of the driver and the company.

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

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

Vice Mayor McDonald made a motion adopting the ordinance on first reading. 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.

The clerk announced the second reading for February 16, 2016.

The clerk read the following ordinance, on second 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.

Second reading of the ordinance was deferred to February 16, 2016.

VII. REPORTS AND RECOMMENDATIONS: The mayor discussed amending the Building and Planning Department's fee schedule to provide a waiver of fees for solar panel permits.

Councilmember Ball discussed the installation of the new sidewalk on Red Road and the process for future direction from the Council to staff on capital projects and notification to the public.

The manager submitted the following communiqués to the Council:

- January 2016 Follow-up Report
- Monthly Department Reports
- Pinecrest People Mover Ridership Report

The mayor discussed the establishment of an on-demand transportation service for senior citizens. The manager provided an outline, via a memorandum dated January 11, 2016, for establishing a pilot program. Hector Valdez, representing the Town of Miami Lakes, discussed the town's similar program. Further discussion of the matter was added to the agenda of the Committee of the Whole meeting scheduled for January 26, 2016.

The manager discussed a proposal from CGI Communications, Inc. for the production of community information videos.

The Council discussed a proposed survey of Pinecrest citizens as part of the 2016 strategic planning process. The manager was directed, by unanimous consent, to hire a professional firm to prepare and conduct the survey.

The manager provided an update on the Red Light Camera pilot program including the number of issued citations and projected revenues. Lee Buckels, representing Redflex Traffic Systems, the Village's vendor, addressed the Council. The manager was directed, by unanimous consent, to study expansion of the program.

The manager discussed the possible acquisition of the property located at Ludlam Road and Kendall Drive, across from Gulliver Preparatory School, for development of a gateway and neighborhood park.

The clerk submitted the roster of members appointed to the following committees pursuant to Ordinance 2013-7:

- Pinecrest Gardens Advisory Committee (2016)

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

- Pinecrest Gardens Advisory Committee (December 1, 2015)
- Community Center Advisory Committee (December 7, 2015)

VII. RESOLUTIONS: The Council discussed the following resolution:

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.

Vice Mayor McDonald made a motion adopting the resolution. The motion was seconded by Councilmember Ross. Resolution 2016-2 was 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 discussed the following resolution:

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.

Councilmember Kraft made a motion adopting the resolution. The motion was seconded by Councilmember Ross. Resolution 2016-3 was 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 discussed the following resolution:

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.

Vice Mayor McDonald made a motion adopting the resolution. The motion was seconded by Councilmember Ball. Resolution 2016-4 was 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 discussed the following resolution:

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.

The following residents addressed the Council: David Stiefel, 13520 Southwest 74 Avenue; Ed Friedman, 6501 Southwest 122 Street; and Anna Hochkammer, 10041 West Suburban Drive.

After brief discussion, Councilmember Ball withdrew the resolution.

The Council discussed the following resolution:

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

James Ward, 17001 Southwest 90 Avenue, Miami, addressed the Council.

Councilmember Ross made a motion adopting the resolution. The motion was seconded by Councilmember Ball. Resolution 2016-5 was 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 discussed the following resolution:

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.

Cullen Wagner, 14590 Southwest 124 Place, Miami, addressed the Council.

Vice Mayor McDonald made a motion adopting the resolution. The motion was seconded by Councilmember Ross. Resolution 2016-6 was 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 discussed the following add-on resolution:

A RESOLUTION OF THE VILLAGE OF PINECREST, FLORIDA, WAIVING FEES FOR USE OF THE BANYAN BOWL FOR PACE CENTER FOR GIRLS EVENT ON MARCH 18, 2016; PROVIDING FOR AN EFFECTIVE DATE.

Vice Mayor McDonald made a motion adopting the resolution. The motion was seconded by Councilmember Kraft. Resolution 2016-7 was 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 discussed the following add-on resolution:

A RESOLUTION OF THE VILLAGE OF PINECREST, FLORIDA, WAIVING FEES FOR THE USE OF PINECREST GARDENS BY THE COMMUNITY FOUNDATION OF PINECREST FOR A FUNDRAISER ON JANUARY 30, 2016; PROVIDING FOR AN EFFECTIVE DATE.

Vice Mayor McDonald made a motion adopting the resolution. The motion was seconded by Councilmember Kraft. Resolution 2016-8 was adopted by a unanimous voice vote. The vote was as follows: Councilmembers Ball, Kraft, Ross, Vice Mayor McDonald, and Mayor Lerner voting Yes.

IX. PLANNING: There were no planning matters considered by the Council.

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

- VILLAGE COUNCIL (WORKSHOP)
  TUESDAY, JANUARY 26, 2016, 9:00 A.M.

- VILLAGE COUNCIL
  TUESDAY, FEBRUARY 16, 2016, 6:00 P.M.

XI. ADJOURNMENT: The meeting was adjourned at 9:00 p.m.

Respectfully submitted:

_____
Guido H. Inguanzo, Jr., CMC
Village Clerk

Approved by the Village Council
this 16th day of February, 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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VILLAGE OF PINECREST
Village Council Meeting

COMMITTEE OF THE WHOLE MINUTES

TUESDAY, JANUARY 26, 2016, 9:00 A.M.

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

The meeting was called to order by the mayor at 9:20 a.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

The vice mayor led the Pledge of Allegiance.

The Council discussed the manager's January 2016 status update on the *Key Intended Outcomes* of the *2013 Strategic Plan* and the following issues:

- Communication Initiatives
- Revenues
- Potable Water
- Annexation
- Fire Rescue Services
- Public Safety
- Minimum Staffing Levels
- Mobility Initiatives

- Code Enforcement
- Street Lights
- Street Trees
- Recreational Water Access
- Canal Maintenance
- Sanitary Sewers
- Pinecrest Gardens Improvements
- Solar Power at Public Facilities
- Recycling Initiatives

The Council discussed the following transportation issues:

- The mayor discussed MPO initiatives relating to expansion of transit routes.

- The vice mayor discussed legislative efforts by the Miami-Dade Delegation to enhance funds available for transit needs in Miami-Dade County.

- The manager discussed proposed funding mechanisms, together with other municipalities, for the development of a light-rail system along the South Dade Busway.

- The Council discussed the provision of an on-demand transportation service. There was no consensus on proceeding with such a program.

The meeting was adjourned at 2:20 p.m.

Respectfully submitted:

_____
Guido H. Inguanzo, Jr., CMC
Village Clerk

Approved by the Village Council
this 16th day of February, 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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ORDINANCE _____

AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PINECREST, FLORIDA, AMENDING THE CODE OF ORDINANCES OF THE VILLAGE OF PINECREST, CHAPTER 26, "STREETS, SIDEWALKS AND OTHER PUBLIC PLACES," ARTICLE III, "RIGHTS-OF-WAY -- COMMUNICATIONS FACILITIES," BY AMENDING DEFINITIONS; AMENDING THE REGISTRATION AND PERMIT PROCESSES AND REQUIREMENTS; CREATING STANDARDS FOR COMMUNICATIONS FACILITIES DESIGN, LOCATION AND COLLOCATION; AND AMENDING SUCH OTHER SECTIONS AS ARE APPROPRIATE TO PROTECT THE PUBLIC HEALTH, SAFETY AND WELFARE; PROVIDING FOR CODIFICATION; REPEALER; SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the provision of telecommunications services to residents of and visitors to the Village of Pinecrest ("Village") is both an important amenity and often necessity of public and private life in the Village; and

WHEREAS, the demand for telecommunications services has grown exponentially in recent years, requiring the continual upgrading of telecommunications equipment and services to satisfy such demand; and

WHEREAS, the placement of telecommunications equipment and poles in the public rights-of-way to satisfy the demand for telecommunications services raise important issues with respect to the Village's rights and responsibility to manage its public rights-of-way; and

WHEREAS, the Village has reviewed its ordinances and has concluded that they must be updated in order to address the issues that new and expanded telecommunications equipment and poles in the rights-of-way present; and

WHEREAS, adoption of the following amendments are necessary to satisfy the above objectives.

NOW THEREFORE, BE IT ORDAINED BY THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PINECREST, FLORIDA.

Section 1. The Code of Ordinances of the Village of Pinecrest, Chapter 26, "Streets, Sidewalks And Other Public Places," Article III, "Rights-Of-Way -- Communications Facilities," is hereby amended as

ARTICLE III. - RIGHTS-OF-WAY—COMMUNICATION FACILITIES

Sec. 26-51. - Title.

This article shall be known and may be cited as the "Village of Pinecrest Rights-of-Way—Communication Facilities Ordinance."

(Ord. No. 2001-05, § 1, 9-5-01)

Sec. 26-52. - Intent and purpose.

It is the intent of the village to promote the public health, safety and general welfare by:

(1) Providing for the placement or maintenance of communications facilities in the public rights-of-way within the village;

(2) Adopting and administering reasonable rules and regulations not inconsistent with state and federal law, including, but not limited to, Florida Statutes ~~F.S.~~ § 337.401, as amended, 47 USC §§ 253(a), 332(c)(7) and 1455(a), 47 CFR 1.40001 and applicable policies and rules of the FCC, as they may be amended from time to time, the village's home-rule authority, and other federal and state laws;

(3) Establishing reasonable rules and regulations necessary to manage the placement or maintenance of communications facilities in the public rights-of-way by all communications services providers; and

(4) Minimizing disruption to the public rights-of-way. In regulating its public rights-of-way, the village shall be governed by and shall comply with all applicable federal and state laws.

Persons seeking to place or maintain communications facilities in the public rights-of-way shall comply with the provisions of this article.

(Ord. No. 2001-05, § 1, 9-5-01)

Sec. 26-53. - Definitions.

For purposes of this article, the following terms, phrases, words and their derivations shall have the meanings given. Where not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number, and words in the singular number include the plural number. The words "shall" and "will" are mandatory, and "may" is permissive. Words not otherwise defined shall be construed to mean the common and ordinary meaning.

Abandonment shall mean the permanent cessation of ~~all~~ the use~~s~~ of a communications facility; provided that this term shall not include cessation of all use of a facility within a physical structure where the physical structure continues to be used. By way of example, and not limitation, cessation of all use of a cable within a conduit, where the conduit continues to be used, shall not be "abandonment" of a facility in public rights-of-way. It may also mean the discontinued use of obsolete technology in favor of new technology, which would require the removal of the discontinued, abandoned technology. There is a rebuttable presumption that any communications facility that has ceased operations for a period of one year is abandoned.

Arterial roadway shall mean any street or roadway that constitutes the highest degree of mobility at the highest speed, for long, uninterrupted travel, and constitutes the largest proportion of total travel as per the Federal Functional Classification Map maintained by the State of Florida Department of Transportation District Six Office, as amended.

Building Permit shall mean a permit issued by the village's Department of Building and Zoning authorizing construction or modification of proposed facilities in conformity with the requirements of the Florida Building Code.

Collector roadway shall mean any street or roadway that provides a mix of mobility and land access functions, linking major land uses to each other or to the arterial highway system as per the Federal Functional Classification Map maintained by the State of Florida Department of Transportation District Six Offices, as amended.

Collocation shall mean the situation in which a communications services provider or a pass-through provider uses an existing structure to locate a second or subsequent antenna. The term includes the

ground, platform, or roof installation of equipment enclosures, cabinets, or buildings, and cables, brackets, and other equipment associated with the location and operation of the antenna.

Communications facility provider shall mean a person (other than a communications services provider operating one or more communications facilities located within the village) who is engaged, directly or indirectly, in the business of leasing, licensing, subleasing, subletting or hiring to one or more communications service providers all or a portion of the tangible personal property used in a communications facility, including, but not limited to, towers, poles, tower space, antennas, transmitters, and transmission line. Provisions of this article that apply only to communications facility providers shall not apply to communications service providers even if the communications service providers also operates, licenses, leases, subleases, or sublets communications facilities.

Communications services shall mean the transmission, conveyance or routing of voice, data, audio, video, or any other information or signals, including video services, to a point, or between or among points, by or through any electronic, radio, satellite, cable, optical, microwave, or other medium or method now in existence or hereafter devised, regardless of the protocol used for such transmission or conveyance, as per Florida Statutes § 202.11, as amended. The term includes such transmission, conveyance, or routing in which computer processing applications are used to act on the form, code, or protocol of the content for purposes of transmission, conveyance, or routing without regard to whether such service is referred to as voice-over-Internet-protocol services or is classified by the Federal Communications Commission as enhanced or value-added. The term does not include:

(1) Information services.

(2) Installation or maintenance of wiring or equipment on a customer's premises.

(3) The sale or rental of tangible personal property.

(4) The sale of advertising, including, but not limited to, directory advertising.

(5) Bad check charges.

(6) Late payment charges.

(7) Billing and collection services.

(8) Internet access service, electronic mail service, electronic bulletin board service, or similar on-line computer services. ~~Notwithstanding the foregoing, for purposes of this article "cable service," as defined in F.S. § 202.11(2), as it may be amended, is not included in the definition of "communications services," and cable service providers may be subject to other ordinances of the village.~~

Communications services provider shall mean any person including a municipality or county providing communications services, as that term is used in Florida Statutes § 337.401, as amended, through the placement or maintenance of a communications facility in public rights-of-way. ~~"Communications services provider" shall also include any person including a municipality or county that places or maintains a communications facility in public rights-of-way but does not provide communications services.~~

Communications facility ~~or facility~~ or system shall mean any permanent or temporary plant, equipment and property, including but not limited to cables, wires, conduits, ducts, fiber optics, poles, antennae, converters, splice boxes, cabinets, hand holes, manholes vaults, drains, surface location markers, appurtenances, and other equipment or pathway placed or maintained in the public rights-of-way of the village and used or capable or being used to transmit, convey, route, receive, distribute, provide or offer communications services, as per Florida Statutes § 337.401, as amended.

Director, as used in this article, shall mean the village's Public Works Director, or designee.

Emergency shall mean a condition that affects the public's health, safety or welfare, which includes an unplanned out-of-service condition of a pre-existing service.

Existing structure shall mean a structure that exists at the time an application for permission to place antennas on the structure is filed with the village. The term includes any structure that can structurally support the attachment of antennas in compliance with the applicable codes.

FCC shall mean the Federal Communications Commission.

In public rights-of-way or in the public rights-of-way shall mean in, on, over, under or across the public rights-of-way.

Ordinance shall mean this article.

Pass-through provider is any person who places or maintains a communications facility in the roads or rights-of-way of the village and who does not remit taxes imposed by the village pursuant to Florida Statutes, Chapter 202, as per Florida Statutes § 337.401, as amended. A "pass-through provider" does not provide communications services to retail customers in the village.

Person shall include any individual, children, firm, association, joint venture, partnership, estate, trust, business trust, syndicate, fiduciary, corporation, organization or legal entity of any kind, successor, assignee, transferee, personal representative, and all other groups or combinations, and shall include the village to the extent the village acts as a communications services provider.

Place or maintain or placement or maintenance or placing or maintaining shall mean to erect, construct, install, maintain, place, repair, extend, expand, remove, replace, occupy, locate, ~~or~~ relocate or control the physical use of facilities. A person ~~communications services provider~~ that owns or has the power to direct and control the physical use of ~~exercises physical control~~ communications facilities in the public rights-of-way, such as the ~~physical control~~ authority to enter upon, energize, de-energize, maintain, remove, replace, modify or ~~and~~ repair physical facilities, is "placing or maintaining" the facilities. A person providing service only through resale or only through use of a third party's unbundled network elements is not "placing or maintaining" the communications facilities through which such service is provided. The transmission and receipt of radio frequency signals through the airspace of the public rights-of-way does not constitute "placing or maintaining" facilities in the public rights-of-way.

Public rights-of-way shall mean a public right-of-way, public utility easement, highway, street, bridge, tunnel or alley for which the village is the authority that has jurisdiction and control and may lawfully grant access to pursuant to applicable law, and includes the surface, the air space over the surface and the area below the surface. "Public rights-of-way" shall not include private property, or easements over private property. "Public rights-of-way" shall not include any real or personal village property except as described above and shall not include the village buildings, fixtures, poles, conduits, facilities or other structures or improvements, regardless of whether they are situated in the public rights-of-way.

Registrant shall mean a person ~~communications services provider~~ that has registered with the village in accordance with the provisions of ~~this article~~ Section 26-54 of this article, and holds an effective registration.

Registration or register shall mean the process described in this article whereby a communications services provider, communications facility provider, or pass-through provider provides certain information to the village.

ROW Permit shall mean the village of Pinecrest public rights-of-way permit required by Section 26-56 of this article.

Stealth design shall mean a method of camouflaging any tower, antenna or other telecommunications facility, including, but not limited to, supporting electrical or mechanical equipment, which is designed to enhance compatibility with adjacent land uses and be as visually unobtrusive as possible. Stealth design may include a repurposed structure.

Tower shall mean any structure designed solely or primarily to support antennas used to provide communications services.

Wireless communications facility shall mean equipment used to provide wireless service, as the phrase, "wireless communications facility" is further defined and limited in Florida Statutes § 365.172, as amended. A wireless communications facility is a type of communications facility.

Wireless provider shall have the meaning set forth in Florida Statutes § 365.172(3)(hh), as may be amended from time to time.

Wireless service shall mean "commercial mobile radio service" as provided under §§ 3(27) and 332(d) of the Federal Telecommunications Act of 1996, 47 U.S.C. § 151 et seq., and the Omnibus Budget Reconciliation Act of 1993, Pub. L No. 103-66, August 10, 1993, 107 Stat. 312, as per Florida Statutes § 365.17, as amended. The term includes service provided by any wireless real-time two-way wire communication device, including radio-telephone communications in cellular telephone service; personal communications service; or the functional or competitive equivalent of a radio-telephone communications line used in cellular telephone service, a personal communications service, or a network radio access line. The term does not include communications services providers that offer mainly dispatch service in a more localized, non-cellular configuration; providers offering only data, one-way, or stored-voice services on an interconnected basis; providers of air-to-ground services; or public coast stations.

Village shall mean the Village of Pinecrest, Miami-Dade County, Florida.

(Ord. No. 2001-05, § 1, 9-5-01)

Sec. 26-54. - Registration for placing or maintaining communications facilities in public rights-of-way.

(a) A ~~communications services provider that desires~~ person seeking to place or maintain a communications facility in public rights-of-way in the village shall first register with the village in accordance with this article. This article provides no right of access to the public rights-of-way for (i) persons other than communications service providers or (ii) businesses other than providing communications services. Other uses of the public rights-of-way reasonably related to the provision of communications services may be allowed in the reasonable discretion of the village. Subject to the terms and conditions prescribed in this article, a registrant may place or maintain a communications facility in public rights-of-way.

(b) A registration shall not convey any title, equitable or legal, to the registrant in the public rights-of-way. Tangible personal property placed in the public rights-of-way pursuant to this article shall retain its character as tangible personal property and shall not be regarded as real property, fixtures or mixed property. Registration under this article governs only the placement or maintenance of communications facilities in public rights-of-way. Other ordinances, codes or regulations may apply to the placement or maintenance in the public rights-of-way of facilities that are not communications facilities. Registration does not excuse a ~~communications services provider~~ person from obtaining appropriate access or pole attachment agreements before locating its facilities in the village or on another person's facilities. Registration does not excuse a ~~communications services provider~~ person from complying with all applicable village ordinances, codes or regulations, including this article.

(c) Each ~~communications services provider that desires~~ person seeking authority to place or maintain a communications facility, including, without limitation collocations, in public rights-of-way in the village shall file a single registration with the village which shall include the following information:

(1) Name of the applicant;

(2) Name, address and telephone number of the applicant's primary contact person in connection with the registration and the person to contact in case of an emergency;

(3) Evidence of the insurance coverage required under this article and acknowledgment that registrant has received and reviewed a copy of this article, which acknowledgment shall not be deemed an agreement; and

(4) The number of the applicant's certificate of authorization or license to provide communications services issued by the Florida Public Service Commission, the Federal Communications Commission, or other federal or state authority, if any. An applicant proposing to place or maintain a wireless communications facility operating on spectrum licensed by the FCC shall supply the file number of the FCC license authorizing such wireless service.

(d) The village shall review the information submitted by the applicant. Such review shall be by the village manager or ~~his~~ designee. If the applicant submits information in accordance with subsection (c), above, the registration shall be effective and the village shall notify the applicant of the effectiveness of registration in writing. If the village determines that the information has not been submitted in accordance with subsection ~~(3)~~ (c), above, the village shall notify the applicant of the non-effectiveness of registration, and reasons for the non-effectiveness, in writing. The village shall so reply to an applicant within thirty (30) days after receipt of registration information from the applicant. Non-effectiveness of registration shall not preclude an applicant from filing subsequent applications for registration under the provisions of this section. An applicant has thirty (30) days after receipt of a notice of non-effectiveness of registration to appeal the decision as provided in section 26-58, hereof.

(e) A registrant may cancel a registration upon written notice to the village stating that it will no longer place or maintain any communications facilities, including without limitation collocations, in public rights-of-way within the village and will no longer need to obtain permits to perform work in public rights-of-way. A registrant cannot cancel a registration if the registrant continues to place or maintain any communications facilities in public rights-of-way.

(f) Registration does not in and of itself establish a right to place or maintain or priority for the placement or maintenance of a communications facility in public rights-of-way within the village but shall establish for the registrant a right to apply for a ROW Permit ~~permit if permitting is required by the village~~. Registrations are expressly subject to any future amendment to or replacement of this article and

further subject to any additional village ordinances, as well as any state or federal laws that may be enacted or amended from time to time.

(g) A registrant shall renew its registration with the village by April 1 of even numbered years in accordance with the registration requirements in this article, except that a registrant that initially registers during the even numbered year when renewal would be due or the odd numbered year immediately preceding such even numbered year shall not be required to renew until the next even numbered year. Each renewal shall include an inventory of the communications facilities, poles, towers, underground lines and equipment cabinets registrant installed in public rights-of-way in the village during the last term of the registration and an inventory of the wireless communications facilities, poles, towers, and equipment cabinets registrant abandoned in the public rights-of-way in the village during the last term of the registration. Within thirty (30) days of any change in the information required to be submitted pursuant to subsection (c), a registrant shall provide updated information to the village. If no information in the then-existing registration has changed, the renewal may state that no information has changed. Failure to renew a registration may result in the village restricting the issuance of additional permits until the communications services provider has complied with the registration requirements of this article.

(h) In accordance with applicable village ordinances, codes or regulations, a ROW Permit is ~~permit may be~~ required of any person ~~communications services provider that desires~~ seeking to place or maintain a communications facility including, without limitation, a collocation, in public rights-of-way. An effective registration shall be a condition of obtaining a ROW Permit ~~permit~~. Notwithstanding an effective registration, all permitting requirements, including Building Permit requirements, shall apply. A ROW Permit ~~permit~~ may be obtained by or on behalf of a communications services provider ~~registrant~~ having an effective registration if all permitting requirements are met.

(Ord. No. 2001-05, § 1, 9-5-01)

Sec. 26-55. - Notice of transfer, sale or assignment of assets in public rights-of-way.

A registrant shall not transfer, sell or assign all or any portion of its assets located in public rights-of-way except to a person holding a valid registration issued pursuant to section 26-54, hereof. Written notice of any such proposed transfer, sale, or assignment, along with assignee/transferee's signed and sworn certificate of its compliance with the requirements of this article, shall be provided by such registrant to the village at least five days prior to the effective date of the transfer, sale or assignment. If permit applications are pending in the name of the transferor/assignor, the transferee/assignee shall notify the village manager that the transferee/assignee is the new applicant. Violation of the requirements of this section 26-55 will subject the registrant to a fine of up to $500.00 for each day the registrant fails to comply; provided however, village does not claim the right to approve or deny registrants' asset transfers or assignments to communications services providers operating at least one communications facility within the village, and the failure to comply with this section does not void any such asset transfer or assignment. The village reserves its right to exclude persons other than communications services providers from its right-of-way. Transfers or assignments of a communications facility to persons other than a communications services provider who will operate at least one communications facility within the village require compliance with this section to insure continued use of the public right-of-way.

~~If a registrant transfers, sells or assigns its assets located in public rights-of-way incident to a transfer, sale or assignment of the registrant's assets, the transferee, buyer or assignee shall be obligated to comply with the terms of this article. Written notice of any such transfer, sale or assignment shall be provided by such registrant to the village within twenty (20) days after the effective date of the transfer, sale or assignment. If the transferee, buyer or assignee is a current registrant, then the transferee, buyer or assignee is not required to re-register. If the transferee, buyer or assignee is not a current registrant then the transferee, buyer or assignee shall register as provided in section 26-54. If permit applications are pending in the registrant's name, the transferee, buyer or assignee shall notify the village's public works department that the transferee, buyer or assignee is the new applicant.~~

(Ord. No. 2001-05, § 1, 9-5-01)

Sec. 26-56. - Placement or maintenance of a communications facility in public rights-of-way.

(a) A registrant shall at all times comply with and abide by all applicable provisions of the state and federal law and the village's ordinances, codes and regulations in placing or maintaining a communications facility in public rights-of-way.

(b) A registrant shall not commence to place or maintain a communications facility, including without limitation a collocation, in public rights-of-way until all applicable permits~~, if any,~~ have been issued by the village or other appropriate authority, except in the case of an emergency, a registrant may restore its damaged facilities in the right-of-way to their pre-emergency condition or replace its destroyed facilities in the rights-of-way with facilities of the same size, character and quality, all without first applying for or receiving a permit. Registrant shall provide prompt notice to the village of the repair, placement or maintenance of a communications facility in public rights-of-way in the event of an emergency and shall be required to obtain an after-the-fact ROW Permit ~~permit~~ if a permit would have originally been required to perform the work undertaken in public rights-of-way in connection with the emergency. The term "emergency" shall mean a condition that affects the public's health, safety or welfare, which includes an unplanned out-of-service condition of a pre-existing service. Registrant acknowledges that as a condition of granting such permits, the village may impose reasonable rules or regulations governing the placement or maintenance of a communications facility in public rights-of-way. Permits shall apply only to the areas of public rights-of-way specifically identified in the permit, and comply with the requirements set forth in § 26-84. The village may issue ~~a~~ blanket permits to cover certain activities, such as routine maintenance and repair activities, which ~~that~~ may otherwise require individual permits.

(c) As part of any ROW Permit ~~permit~~ application to place a new or replace an existing communications facility in public rights-of-way, including, without limitation, a collocation, the registrant shall provide the following:

(1) The location of the proposed facilities, including a description of the facilities to be installed, where the facilities are to be located, and the approximate size of facilities that will be located in public-rights-of-way;

(2) With respect to proposals to locate a new tower or replace an existing tower or wireless communication facility in the right-of-way, engineering documentation demonstrating either: (i) how

the proposed tower or wireless communications facility can accommodate multiple collocations; (ii) why the village's interest in safe, aesthetic, efficient and effective management of the public rights-of-way is better served by the proposed tower or wireless communications facility than by a communications facility that could accommodate multiple collocations; or (iii) why a repurposed structure is not better suited to or feasible for the site;

(3) ~~(2)~~ A description of the manner in which the facility will be installed (i.e., anticipated construction methods or techniques);

(4) ~~(3)~~ A maintenance of traffic plan for any disruption of the public rights-of-way;

(5) ~~(4)~~ For purposes of assessing impact on right-of-way resources, effects on neighboring properties and potential for collocations or repurposed structures, information on the ability of the public rights-of-way to accommodate the proposed facility, including information that identifies all above-ground and below ground structures (including light poles, power poles, equipment boxes and antenna), currently existing in the public rights-of-way in the village within a 500-feet radius of the proposed facility, if available (such information may be provided without certification as to correctness, to the extent obtained from other registrants with facilities in the public rights-of-way); however, if the applicable board determines that it either: (i) better serves the village's interests in safe, aesthetic, efficient and effective management of the public rights-of-way; (ii) is necessary to address a documented lack of capacity for one or more carriers; or (iii) will help minimize the total number of communication facilities necessary to serve a particular area, then the 500-foot distance requirement may be modified. The applicant shall provide competent substantial evidence to reflect that the above conditions are met, in order to waive the 500-foot distance requirements, and ensure compliance with all the other requirements of this article;

~~(4) Information on the ability of the public rights-of-way to accommodate the proposed facility, if available (such information shall be provided without certification as to correctness, to the extent obtained from other persons);~~

(6) ~~(5)~~ If appropriate given the facility proposed, an estimate of the cost of restoration to the public rights-of-way;

(7) ~~(6)~~ The timetable for construction of the project or each phase thereof, and the areas of the village which will be affected;

(8) Whether all or any portion of the proposed facilities will be rented, hired, leased, sublet, or licensed from or to any third party and, if so, the identity, and contact information of that third party;

(9) Prior to installation of any new or additional equipment in the rights-of-way, including, but not limited to, collocation at a specific site, the communications provider or pass-through provider shall be required to remove any and all obsolete, unutilized or abandoned equipment. Any application to install new or additional equipment shall identify the abandoned, obsolete or unutilized equipment that shall be removed prior to the installation of any new or additional technology or equipment in the rights-of-way;

(10) If there exists a telecommunication facility by the same provider or pass-through provider within the right-of-way that is adjacent to or within 15 feet of the proposed new telecommunication facility location, the telecommunication provider or pass-through provider shall be required to remove and consolidate the equipment into one facility, so as to not create a second location for such facilities within such a minimal distance; and

(11) Such additional information as the village finds reasonably necessary with respect to the placement or maintenance of the communications facility that is the subject of the permit application to review such permit application.

(d) To the extent not otherwise prohibited by state or federal laws, the village shall have the power to prohibit or limit the placement of new or additional communications facilities within a particular area of public rights-of-way and may consider, among other things and without limitation, the sufficiency of space to accommodate all of the present communications facilities and pending applications to place and maintain facilities in that area of the public rights-of-way, the sufficiency of space to accommodate village announced plans for public improvements or projects that the village determines are in the public interest, the impact on traffic and traffic safety, and the impact upon existing facilities in the rights-of-way. The village manager or designee may impose additional reasonable regulations and

conditions to ensure the public health, safety and welfare, and peaceful enjoyment of village residents and businesses.

(e) All communications facilities shall be placed or maintained so as not to unreasonably interfere with the use of the public rights-of-way by the public and with the rights and convenience of property owners who adjoin any of the public rights-of-way. The use of trenchless technology (i.e., directional bore method) for the installation of facilities in the public rights-of-way as well as joint trenching or the ~~co-location~~ collocation of facilities in existing conduit is strongly encouraged, and should be employed wherever feasible. To the extent not prohibited by federal and state law, the village shall require any registrant that does not have communications facilities in the village as of the date of adoption of this article to place any new cables, wires, fiber optics, splice boxes and similar communications facilities underground, unless such communications facilities can be collocated on existing poles. The village manager or ~~his~~ designee may promulgate reasonable rules and regulations concerning the placement or maintenance of a communications facility in public rights-of-way consistent with this article and other applicable law.

(f) All safety practices required by applicable law or accepted industry practices and standards shall be used during the placement or maintenance of communications facilities.

(g) After the completion of any placement or maintenance of a communications facility in public rights-of-way or each phase thereof, a registrant shall, at its own expense restore the public rights-of-way to its original condition before such work. If the registrant fails to make such restoration within 30 days, or such longer period of time as may be reasonably required under the circumstances, following the completion of such placement or maintenance, the village may perform restoration and charge the costs of the restoration against the registrant in accordance with Florida Statutes ~~F.S.~~ § 337.402, as amended. For 12 months following the original completion of the work, the registrant shall guarantee its restoration work and shall correct any restoration work that does not satisfy the requirements of this article as its own expense.

(h) Removal or relocation at the direction of the village of a registrant's communications facility in public rights-of-way shall be governed by the provisions of Florida Statutes ~~F.S.~~ §§ 337.403 and 337.404, as amended. Subject to Florida Statutes §§ 337.403 and 337.404 and other provisions of law, whenever

existing overhead utility distribution facilities are converted to underground facilities, any registrant having communications facilities on poles that are to be removed shall arrange for the conversion to underground facilities on the same terms and conditions as the other utilities that are being converted to underground facilities.

(i) A permit from the village constitutes authorization to undertake only certain activities in public rights-of-way in accordance with this article, and does not create a property right or grant authority to impinge upon the rights of others who may have an interest in the public rights-of-way.

(j) A registrant shall maintain its communications facility in public rights-of-way in a manner consistent with accepted industry practice and applicable law.

(k) In connection with excavation in the public rights-of-way, a registrant shall, where applicable, comply with the underground Facility Damage Prevention and Safety Act set forth in Florida Statutes ~~F.S.~~ Ch. 556, as amended.

(l) Registrant shall use and exercise due caution, care and skill in performing work in the public rights-of-way and shall take all reasonable steps to safeguard work site areas.

(m) Upon request of the village, and as notified by the village of the other work, construction, installation or repairs referenced below, a registrant may be required to coordinate placement or maintenance activities under a permit with any other work, construction, installation or repairs that may be occurring or scheduled to occur within a reasonable timeframe in the subject public rights-of-way, and registrant may be required to reasonably alter its placement or maintenance schedule as necessary so as to minimize disruption and disturbance in the public rights-of-way.

(n) A registrant shall not place or maintain its communications facilities so as to interfere with, displace, damage or destroy any facilities, including but not limited to, sewers, gas or water mains, storm drains, pipes, cables or conduits of the village or any other person's facilities lawfully occupying the public rights-of-way of the village.

(o) The village makes no warranties or representations regarding the fitness, suitability, or availability of the village's public rights-of-way for the registrant's communications facilities and any performance of work, costs incurred or services provided by registrant shall be at registrant's sole risk. Nothing in this

article shall affect the village's authority to add, vacate or abandon public rights-of-way, and the village makes no warranties or representations regarding the availability of any added, vacated or abandoned public rights-of-way for communications facilities.

(p) The village shall have the right to make such inspections of communications facilities placed or maintained the public rights-of-way as it finds necessary to ensure compliance with this article.

(q) A ROW Permit ~~permit~~ application to place a new or replace an existing communications facility in public rights-of-way shall include plans showing the location of the proposed installation of facilities in the public rights-of-way. If the plans so provided require revision based upon actual installation, the registrant shall promptly provide revised plans. The plans shall be in a hard copy format or an electronic format specified by the village, provided such electronic format is maintained by the registrant. Such plans in a format maintained by the registrant shall be provided at no cost to the village. Upon completion of any communications facilities, the communications services provider shall furnish to the village, at no cost to the village, one complete set of sealed "as built" plans, or in the case of any underground communications facilities, a sealed survey showing the exact location of such communications facilities, including their depth; or in either case, such other documentation describing the location (including height or depth, as the case may be), of communications facilities as the city manager or designee, may approve. This requirement shall be in addition to, and not in lieu of, any filings the registrant is required to make under the Underground Facility Damage Prevention and Safety Act set forth in Florida Statutes Ch. 556, as amended from time to time. The fact that such plans or survey is on file with the village shall in no way abrogate the duty of any person to comply with the aforesaid Underground Facility Damage Prevention and Safety Act when performing work in the public rights-of-way. Any proprietary confidential business information obtained from a registrant in connection with a permit application or a permit shall be held confidential by the village to the extent provided in Florida Statutes § 202.195, as amended from time to time.

(r) The village reserves the right to place and maintain, and permit to be placed or maintained, sewer, gas, water, electric, stormwater drainage, communications, and other types of facilities, cables or conduit, and to do, and to permit to be done, any underground and overhead installation or improvement that may be deemed necessary or proper by the village in public rights-of-way occupied by the registrant,

and the village also reserves the right to reserve any portion of the public rights-of-way for its own present or future use. The village further reserves without limitation the right to alter, change, or cause to be changed, the grading, installation, relocation, or width of the public rights-of-way within the limits of the village and within said limits as same may from time to time be altered.

(s) A registrant shall, on the request of any person holding a permit issued by the village, temporarily raise or lower its communications facilities to permit the work authorized by the permit. The expense of such temporary raising or lowering of facilities shall be paid by the person requesting the same, and the registrant shall have the authority to require such payment in advance. The registrant shall be given not less than 30 days advance written notice to arrange for such temporary relocation.

(t) The following additional requirements apply when a registrant seeks authority to locate a wireless communications facility in the public rights-of-way:

(1) Registrants seeking to locate wireless communications facilities within the village are encouraged to locate on private property or government-owned property outside of the rights-of-way. An application for a ROW Permit to locate wireless communications facilities within the rights-of-way shall explain why the applicant is unable to locate the proposed facilities on private property or government-owned property. The village may not deny an application based solely on the fact that the applicant is proposing to place a wireless telecommunications facility in the rights-of-way.

(2) Registrants seeking to place, construct or modify a wireless communications facility in the right-of-way shall either:

a. Collocate wireless communications facilities with the wireless communications facilities of other wireless providers, as set out in Florida Statutes § 365.172, as amended; or

b. Install their wireless communications facilities on existing structures within the right-of-way, including without limitation existing power poles, light poles and telephone poles in a stealth design; or

c. Repurpose an existing structure. With respect to proposals to locate a new tower or replace an existing tower or wireless communications facility in the right-of-way, engineering documentation demonstrating either: (i) how the proposed tower communications facility can

accommodate multiple collocations; (ii) why the village's interest in safe, aesthetic, efficient and effective management of the public rights-of-way is better served by the proposed tower or wireless communications facility than by a communications facility that could accommodate multiple collocations; or (iii) why either a repurposed structure is not feasible or a new tower would be better suited to the site than a repurposed structure.

(3) Registrants seeking to construct wireless communications facilities within the rights-of-way shall locate their wireless communication facilities in the rights-of-way of arterial or collector roadways, whenever possible. An application for a permit to place wireless communication facilities in rights-of-way other than those of arterial or collector roadways shall explain why the applicant is unable to locate the wireless communications facilities in the rights-of-way of an arterial or collector roadway and shall include an engineering analysis from the applicant demonstrating to the satisfaction of the village engineer the need to locate the wireless communication facilities in the areas proposed in the application.

(4) Whenever wireless communications facilities must be placed in a right-of-way with residential uses on one or both sides, neither towers, poles, equipment, antennas, or other structures shall be placed directly in front of a residential structure. If a right-of-way has residential structures on only one side, the wireless communications facilities shall be located on the opposite side of the right-of-way, whenever possible. All wireless communications facilities shall be located such that views from residential structures are not impaired. Newly installed poles and towers for wireless communications facilities should be located in areas with existing foliage or other aesthetic features in order to obscure the view of the pole or tower. The requirements of this subparagraph shall not apply to repurposed structures, when there is a one-to-one repurposing of an existing structure (i.e., existing light pole).

(5) Registrants are required to locate wireless communications facilities within rights-of-way in a manner that minimizes their impact in the village. All other applications for permits to locate a wireless communications facility within the village shall be simultaneously served on the design review staff. The village reserves the right to condition the grant of any permit to locate a wireless communications facility within the right-of-way upon the registrant taking such reasonable

measures, consistent with the village authority's jurisdiction, as the village may determine are necessary to mitigate the impact of the wireless communications facility on the village. Installation of a pole or tower under this chapter shall not interfere with a clear pedestrian path, at a minimum the width required by the Americans with Disabilities Act and Florida Building Code.

(6) Stealth design shall be utilized wherever possible in order to minimize the visual impact of wireless communications facilities. Each application for a permit to place a wireless communications facility in the right-of-way shall include:

a. Photographs clearly showing the nature and location of the site where each wireless communications facility is proposed to be located;

b. Photographs showing the location and condition of properties adjacent to the site of each proposed wireless communications facility; and

c. A description of the stealth design techniques proposed to minimize the visual impact of the wireless communications facility, and shall include graphic depictions accurately representing the visual impact of the wireless communications facilities when viewed from the street and from adjacent properties.

(7) Stealth design of communications facilities to be located on new towers or wireless communications facilities in the rights-of-way shall eliminate the need to locate any ground or elevated equipment (other than antennas) on the exterior of a tower or wireless communications facility. Stealth design of communications facilities to be located on existing structures other than towers shall minimize the need to locate any ground equipment or elevated equipment (other than antennas) on the exterior of the structure. The use of foliage and vegetation around any approved ground equipment may be required by the village based on conditions of the specific area.

(8) Stealth design of communications facilities to be located on structures in the rights-of-way shall (a) top mount antennas within enclosures that do not extend beyond the diameter of the supporting structure at the level of antenna attachment and (b) shall side mount antennas within enclosures that do not extend more than two feet beyond the exterior dimensions of the supporting structure at the level of antenna attachment. Under no circumstances shall antennas be mounted less than

eight feet above ground level. For purposes of calculating (a) and (b), above, the dimensions of the supporting structure do not include any platform, rack, mount or other hardware used to attach an antenna or antenna enclosure to the supporting structure.

(9) The following additional requirements shall apply to wireless communications facilities located in the rights-of-way:

a. Each application to locate equipment at ground level on or, adjacent to, the exterior of a pole or tower and each proposal to locate elevated equipment (other than antennas) on or adjacent to the exterior of a tower or pole shall include engineering documentation demonstrating to the satisfaction of the village engineer that the facility cannot employ stealth design and that the proposed exterior location and configuration of equipment proposes the minimum equipment necessary to achieve needed function. In order to avoid the clustering of multiple items of approved ground equipment or elevated equipment in a single area, only one equipment box may be located in any single location.

b. Where a registrant demonstrates that stealth design cannot be employed, the individual approved exterior equipment boxes shall not exceed 12 cubic feet in volume.

c. Wireless communications facilities in the rights-of-way must be spaced a minimum of 500 linear feet of right-of-way apart from each other except that no distance requirement shall apply to repurposed structures. This subsection may be waived upon a factual showing, supported by sworn testimony or matters subject to official notice, demonstrating to the satisfaction of the village, that locating a specific wireless communications facility less than 500 feet from other wireless communications facilities either: (1) better serves the village's interests in safe, aesthetic, efficient and effective management of the public rights-of-way than application of the 500 feet limitation; (2) is necessary to address a documented lack of coverage or capacity for one or more carriers; or (3) will help minimize the total number of wireless communication facilities necessary to serve a particular area.

d. The size and height of new wireless communications facility towers and poles in the rights-of-way shall be no greater than the maximum size and height of any other utility or light poles

located in the same portion of the right-of-way within the village; provided however, that registrants proposing wireless communications facilities with antennas to be located on existing poles or repurposed structures may increase the height of the existing pole or repurposed structure up to six feet, if necessary, to avoid adversely affecting existing pole attachments; and provided further that the overall height above ground of any wireless communications facility shall not exceed 40 feet or exceed the existing height of an existing light pole in the village's right-of-way, which ever height is greater.

e. Wireless communications facilities installed on poles or towers that are not light poles, and repurposed structures that were not originally light poles, shall not be lit unless lighting is required to comply with FAA requirements.

f. Registrants shall not place advertising on wireless communications facilities installed in the rights-of-way, provided, however, that repurposed structures that lawfully supported advertising before being repurposed may continue to support advertising as otherwise permitted by law.

(10) The village's action on proposals to place, construct or modify wireless communications facilities shall be subject to the standards and time frames set out in Florida Statutes § 365.172. 47 USC § 1455(a), and rules and policies issued by the FCC, as they may be amended.

(u) The obligations imposed by the requirements of subsections above, upon registrants proposing to place or maintain wireless communications facilities in the public rights-of-way shall also apply to registrants proposing to place or maintain any other type of communications facility in public rights-of-way, if that other type of communications facility involves placement of over-the-air radio transmission or reception equipment in the public rights-of-way.

(Ord. No. 2001-05, § 1, 9-5-01)

Sec. 26-57. - Suspension of permits.

The village may suspend a permit for work in the public rights-of-way for one or more of the following reasons subject to section 26-58 of this article:

(1) Violation of permit conditions, including conditions set forth in the permit, this article or other applicable village ordinances, codes or regulations governing placement or maintenance of communications facilities in public rights-of-way;

(2) Misrepresentation or fraud by registrant in a registration or permit application to the village; or

(3) Failure to properly renew or ineffectiveness of registration.

(4) Failure to relocate or remove facilities as may be lawfully required by the village.

The village manager shall provide notice and an opportunity to cure any violations each of which shall be reasonable under the circumstances.

(Ord. No. 2001-05, § 1, 9-5-01)

Sec. 26-58. - Appeals.

Final, written decisions of the village manager or ~~his~~ designee, granting, suspending or denying a permit, denying an application for a registration or denying an application for renewal of a registration are subject to appeal. An appeal must be filed with the village manager within 30 days of the date of the final, written decision to be appealed. Any appeal not timely filed as set forth above shall be waived. The village's special master shall hear the appeal pursuant to section 2-146 of the Code of Ordinances. The hearing shall occur within 30 days of the receipt of the appeal, unless waived by the registrant, and a written decision shall be rendered within 20 days of the hearing. Upon correction of the grounds that gave rise to a suspension or denial, the suspension or denial shall be lifted. Further review shall be by Petition for Writ of Certiorari to the Appellate Division of the Circuit Court pursuant to the Florida Rules of Appellate Procedure.

(Ord. No. 2001-05, § 1, 9-5-01)

Sec. 26-59. - Involuntary termination of registration.

(a) The village may terminate a registration if:

(1) Federal or state authorities suspend, deny, or revoke a registrant's certification or license to provide communications services;

(2) Registrant's placement or maintenance of a communications facility in the public rights-of-way presents an extraordinary danger to the general public or other users of the public rights-of-way and the registrant fails to remedy the danger promptly after receipt of written notice;

(3) The registrant violates Florida Statutes § 843.025, as amended;

(4) The registrant violates Florida Statutes § 843.165, as amended; or

(~~3~~5) Registrant ceases to use all of its communications facilities in public rights-of-way and has not complied with section 26-66 of this article.

(b) Prior to termination, the registrant shall be notified by the village manager or designee, with a written notice setting forth all matters pertinent to the proposed termination action, including which of (1) through (5) ~~(3)~~ above is applicable as the reason therefore, and describing the proposed action of the village ~~manager~~ with respect thereto. The registrant shall have 60 days after receipt of such notice within which to address or eliminate the reason or within which to present a plan, satisfactory to the village manager, to accomplish the same. If the plan is rejected, the village manager shall provide written notice of such rejection to the registrant and shall make a recommendation to the village council regarding a decision as to termination of registration. The village manager or designee shall provide notice to registrant of any resolution or other action to be taken up at any meeting of the village council and registrant shall be granted the opportunity to be heard at such meeting. A decision by the village to terminate a registration may only be accomplished by an action of the village council. A registrant shall be notified by written notice of any decision by the village council to terminate its registration. Such written notice shall be sent within seven days after the decision.

(c) In the event of termination, the former registrant shall:

(1) Notify the village of the assumption or anticipated assumption by another registrant of ownership of the registrant's communications facilities in public rights-of-way; or

(2) Provide the village with an acceptable plan for disposition of its communications facilities in public rights-of-way. If a ~~R~~registrant fails to comply with this subsection (c), which determination of noncompliance is subject to appeal as provided in section 26-58 hereof, the village may exercise any remedies or rights it has at law or in equity, including but not limited to taking possession of the facilities where another person has not assumed the ownership or physical control of the facilities or requiring the registrant within 90 days of the termination, or such longer period as may be agreed to by the village and registrant, to remove some or all of the facilities from the public rights-of-way and restore the rights-of-way to its original condition before the removal.

(d) In any event, a terminated registrant shall take such steps as are necessary to render safe every portion of the communications facilities ~~used to provide another service for which the registrant or another person who owns or exercises physical control over the facilities hold a valid certification or license with the governing federal or state agency, if required for provision of such service, and is registered with the village.~~ remaining in the public rights-of-way of the village.

(Ord. No. 2001-05, § 1, 9-5-01)

Sec. 26-60. - Existing communications facilities in public rights-of-way.

A communications services provider with an existing communications facility in the public rights-of-way of the village has 60 days from the effective date of this article, or amendments thereto, to comply with the terms of this article, including, but not limited to, registration, or be in violation thereof.

(Ord. No. 2001-05, § 1, 9-5-01)

Sec. 26-61. - Insurance.

(a) A registrant shall provide, pay for and maintain satisfactory to the village the types of insurance described herein. All insurance shall be from responsible companies duly authorized to do business in

the state and having a rating reasonably acceptable to the village. All liability policies shall provide that the village is an additional insured as to the activities under this article. The required coverage must be evidenced by properly executed certificates of insurance forms. The certificates must be signed by the authorized representative of the insurance company and shall be filed and maintained with the village annually. Thirty days' advance written notice by registered, certified or regular mail or facsimile as determined by the village must be given to the village of any cancellation, intent not to renew or reduction in the policy coverage. The insurance requirements may be satisfied by evidence of self-insurance or other types of insurance acceptable to the village.

(b) The limits of coverage or insurance required shall be not less than the following:

(1) Worker's compensation and employer's liability insurance:

Worker's compensation—Florida statutory requirements

Employer's Liability—$1,000,000.00 limit each accident

$1,000,000.00 limit per accident

$1,000,000.00 limit per each employee

(2) Comprehensive general liability:

Bodily injury and property damage

$1,000,000.00 combined single limit each occurrence

(3) Automobile liability:

Bodily injury and property damage

$1,000,000.00 combined single limit each accident

(Ord. No. 2001-05, § 1, 9-5-01)

Sec. 26-62. - Indemnification.

(a) A registrant shall, at its sole cost and expense, indemnify, hold harmless, and defend the village, its officials, boards, members, agents, and employees, against any and all claims, suits, causes of action, proceedings, judgments for damages or equitable relief, and costs and expenses incurred by the village arising out of the placement or maintenance of its communications system or facilities in public rights-of-way, regardless of whether the act or omission complained of ~~its~~ is authorized, allowed or prohibited by this article, provided, however, that a registrant's obligation hereunder shall not extend to any claims caused by the negligence, gross negligence or wanton or willful acts of the village. The provision includes, but it is not limited to, the village's reasonable attorney's fees incurred in defending against any such claim, suit or proceedings. The village agrees to notify the registrant, in writing within a reasonable time of the village receiving notice, of any issue it determines may require indemnification. Nothing in this section shall prohibit the village from participating in the defense of any litigation by its own counsel and at its own cost if in the village's reasonable belief there exists or may exist a conflict, potential conflict or appearance of a conflict. Nothing contained in this section shall be construed or interpreted: (1) as denying to either party any remedy or defense available to such party under the laws of the state; or (2) as a waiver of sovereign immunity beyond the waiver provided in Florida Statutes ~~F.S.~~ § 768.28, as amended.

(b) The indemnification requirements shall survive and be in effect after the termination or cancellation of a registration.

(Ord. No. 2001-05, § 1, 9-5-01)

Sec. 26-63. - Construction bond.

(a) Prior to issuing a permit where the work under the permit will require restoration of public rights-of-way, the village may require a construction bond to secure proper performance under the requirements of any permits and the restoration of the public rights-of-way. Twelve months after the completion of the restoration in public rights-of-way in accordance with the bond, the registrant may eliminate the bond. However, the village may subsequently require a new bond for any subsequent work in the public rights-of-way. The construction bond shall be issued by a surety having a rating acceptable to the

village; shall be subject to the approval of the village manager or designee; and shall provide that: "For twelve (12) months after issuance of this bond, this bond may not be canceled, or allowed to lapse, until sixty (60) days after receipt by the village, by certified mail, return receipt requested, of a written notice from the issuer of the bond of intent to cancel or not to renew." Notwithstanding the foregoing, a construction bond hereunder may only be required to the extent that the cost of the restoration exceeds the amount recoverable against the security fund as provided in section 26-64.

(b) The rights reserved by the village with respect to any construction bond established pursuant to this section are in addition to all other rights and remedies the village may have under this article, or at law or equity.

(c) The rights reserved to the village under this section are in addition to all other rights of the village, whether reserved in this article, or authorized by other law, and no action, proceeding or exercise of a right with respect to the construction bond will affect any other right the village may have.

(Ord. No. 2001-05, § 1, 9-5-01)

Sec. 26-64. - Security fund.

At or prior to the time a registrant receives its first permit to place or maintain a communications facility in public rights-of-way after the effective date of this article, the registrant may be required to file with the village, for the village's approval, an annual bond, cash deposit or irrevocable letter of credit in the sum of $25,000.00 having as a surety a company qualified to do business in the state, and acceptable to the village manager, which shall be referred to as the "security fund." The security fund shall be maintained from such time through the earlier of: (1) Transfer, sale, assignment or removal of all communications facilities in public rights-of-way; or (2) Twelve months after the termination or cancellation of any registration. The security fund shall be conditioned on the full and faithful performance by the registrant of all requirements, duties and obligations imposed upon registrant by the provisions of this article. The security fund shall be furnished annually or as frequently as necessary to provide a continuing guarantee of the registrant's full and faithful performance at all times. In the event a registrant fails to perform its duties and obligations imposed upon the registrant by the provisions of this article, subject to section 26-65, there shall be

recoverable, jointly and severally from the principal and surety of the security fund, any damages or loss suffered by the village as a result, including the full amount of any compensation, indemnification or cost of removal, relocation or abandonment of any facilities of the registrant in public rights-of-way, plus a reasonable allowance for attorneys' fees, up to the full amount of the security fund. Notwithstanding the foregoing, the village may at its discretion not require a security fund or may accept a corporate guarantee of the registrant or its parent company.

(Ord. No. 2001-05, § 1, 9-5-01)

Sec. 26-65. - Enforcement remedies.

(a) A registrant's failure to comply with provisions of this article shall constitute a violation of this article and shall subject the registrant to the code enforcement provisions and procedures as provided in chapter 2, article V, of the village's Code of Ordinances, including the provisions of chapter 2 that allow the village to seek relief as otherwise provided by law. In addition, violation of this article may be punishable as provided in Florida Statutes ~~F.S.~~ § 162.22, as amended.

(b) Failure of the village to enforce any requirements of this article shall not constitute a waiver of the village's right to enforce that violation or subsequent violations of the same type or to seek appropriate enforcement remedies.

(Ord. No. 2001-05, § 1, 9-5-01)

Sec. 26-66. - Abandonment of a communications facility.

(a) In the event of a~~A~~bandonment of a communications facility owned by a registrant in public rights-of-way, the registrant shall notify the village in writing within 90 days.

(b) The village ~~may~~ shall direct the registrant by written notice to remove all or any portion of such abandoned facility at the registrant's sole expense if the village determines that the abandoned facility's presence interferes with the public health, safety or welfare, which shall include, but not shall not be limited to, a determination that such facility:

(1) Compromises safety at any time for any public rights-of-way user or during construction or maintenance in the public rights-of-way;

(2) Prevents another person from locating facilities in the area of public rights-of-way where the abandoned facility is located when other alternative locations are not reasonably available; or

(3) Creates a maintenance condition that is disruptive to the public rights-of-way's use.

In the event of (2) above, the village may require the third person to coordinate with the registrant that owns the existing facility for joint removal and placement, where agreed to by the registrant.

(c) In the event that the village does not direct the removal of the abandoned facility, the registrant, by its notice of abandonment to the village, shall be deemed to consent to the alteration or removal of all or any portion of the facility by the village or another person at such third party's cost.

(d) If the registrant fails to remove all or any portion of an abandoned facility as directed by the village within a reasonable time period, not to exceed 60 days, as may be required by the village under the circumstances, the village may perform such removal and charge the cost of the removal against the registrant, and utilize the bond required for this purpose.

(Ord. No. 2001-05, § 1, 9-5-01)

Sec. 26-67. - Force majeure.

In the event a registrant's performance of or compliance with any of the provisions of this article is prevented by a cause or event not within the registrant's control, such inability to perform or comply shall be deemed excused and no penalties or sanctions shall be imposed as a result, provided, however, that such registrant uses all practicable means to expeditiously cure or correct any such inability to perform or comply. For purposes of this article, causes or events not within a registrant's control shall include, without limitation, acts of God, floods, earthquakes, landslides, hurricanes, fires and other natural disasters, acts of public enemies, riots or civil disturbances, sabotage, strikes and restraints imposed by order of a governmental agency or court. Causes or events within registrant's control, and thus not falling within this section, shall include, without limitation, registrant's financial inability to perform or comply, economic hardship, and

misfeasance, malfeasance or nonfeasance by any registrant's directors, officers, employees, contractors or agents.

(Ord. No. 2001-05, § 1, 9-5-01)

Sec. 26-68. - Reservation of rights and remedies.

(a) The village reserves the right to amend this article as it shall find necessary in the lawful exercise of its police powers.

(b) This article shall be applicable to all communications facilities placed in the public rights-of-way on or after the effective date of this article and shall apply to all existing communications facilities in the public rights-of-way prior to the effective date of this article, to the full extent permitted by state and federal law.

(c) The adoption of this article is not intended to affect any rights or defenses of the village or a communications service provider under any existing franchise, license or other agreements with a communications services provider.

(d) Nothing in this article shall affect the remedies the village or the registrant has available under applicable law.

(e) Any person who uses the communications facilities of a registrant, other than the registrant that owns the facilities, shall not be entitled to any rights to place or maintain such facilities in excess of the rights of the registrant that places or maintains the facilities.

(Ord. No. 2001-05, § 1, 9-5-01)

Secs. 26-69—26-80. - Reserved.

Section 2. 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 3. 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 4. 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 5. Effective Date. This Ordinance shall be effective immediately upon adoption on second reading.

PASSED on first reading this ____ day of _____, 2016.

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

_____
Cindy Lerner, Mayor

Attest:

_____
Guido H. Inguanzo, Jr., CMC Village Clerk

Approved as to Form and Legal Sufficiency:

_____
WEISS SEROTA HELFMAN COLE & BIERMAN, P.L.
Village Attorney

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

Vote:

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

MEMORANDUM
Office of the Village Manager

DATE: February 9, 2016

TO: The Honorable Mayor and Members of Village Council

FROM: Yocelyn Galiano, ICMA-CM, Village Manager

RE: Telecommunications Ordinance

The attached ordinance amends Chapter 26, Article III, entitled "Rights-of-way – Communication Facilities," establishing rules and regulations necessary to manage the placement or maintenance of communications facilities in the public rights-of-way by all communications services providers, with minimum disruption to the public right-of-way, while complying with all applicable federal and state laws.

Some of the amendments include, but are not limited to, the following:

1. Each renewal for annual registration for the telecommunication company(ies), or representative will require an inventory of the communications facilities, poles, towers, underground lines, equipment cabinets, etc., in public rights-of-way in the Village.

2. Written notice is required for any transfer, sale or assignment, five (5) days prior to the effective date of the transfer, sale or assignment with a penalty for non-compliance.

3. Encourages telecommunication companies to collocate on existing poles.

4. Requires as-built plans for installed facilities.

5. Requires facilities near residential structures to locate away from the structure (e.g., not directly in front of a structure).

6. Stealth design is required where possible in order to minimize visual impact of wireless communications facilities.

This ordinance on First Reading has been circulated to the industry and proper notice issued in accordance with Florida law.

YG/mam

Guido H. Inguanzo, Jr. (OVC)

From: FL-Rules@dos.state.fl.us
Sent: Monday, February 8, 2016 9:05 AM
To: Guido H. Inguanzo, Jr. (OVC)
Subject: Submit Notice in FAR

You have successfully submitted a notice for publication in the Florida Administrative Register on 2/8/2016 9:04:37 AM.

Department: Other Agencies and Organizations
Organization: Village of Pinecrest
Notice type: Miscellaneous
Issue: 42/26

Once this notice is published you will be able to view it by clicking the following link:
http://www.FLRules.org/gateway/View_Notice.asp?id=17128956

You may contact the Florida Administrative Register office at (850)245-6270 for additional information.

The Department of State is committed to excellence. Please take our Customer Satisfaction Survey:
http://survey.dos.state.fl.us/index.aspx?email=

Miscellaneous

VILLAGE OF PINECREST

Notice of Consideration of Amendments to Telecommunications Ordinance Pursuant to Section 337.401(3)(d), Florida Statutes, notice is hereby given to the Florida Secretary of State that the following ordinance will be considered on First Reading by the Pinecrest Village Council at a meeting to be held on Tuesday, February 16, 2016, 6:00 p.m., at the Pinecrest Municipal Center, Council Chamber, 12645 Pinecrest Parkway, Pinecrest, Florida:

AN ORDINANCE OF THE VILLAGE OF PINECREST, FLORIDA, AMENDING THE CODE OF ORDINANCES, CHAPTER 26, "STREETS, SIDEWALKS AND OTHER PUBLIC PLACES," ARTICLE III, "RIGHTS-OF-WAY -- COMMUNICATIONS FACILITIES," BY AMENDING DEFINITIONS; AMENDING THE REGISTRATION AND PERMIT PROCESSES AND REQUIREMENTS; CREATING STANDARDS FOR COMMUNICATIONS FACILITIES DESIGN, LOCATION AND COLLOCATION; AND AMENDING SUCH OTHER SECTIONS AS ARE APPROPRIATE TO PROTECT THE PUBLIC HEALTH, SAFETY AND WELFARE; PROVIDING FOR CODIFICATION; REPEALER; SEVERABILITY AND AN EFFECTIVE DATE.

Interested parties are invited to appear and be heard. Copies of the proposed ordinance may be obtained in the Office of the Village Clerk at the Pinecrest Municipal Center, 12645 Pinecrest Parkway, Pinecrest, Florida 33156 or via email by sending a request to clerk@pinecrest-fl.gov.

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 two business days prior to such proceeding.

Should any person decide to appeal any decision of the Village Council with respect to any matter to be considered at this meeting, that person shall insure that a verbatim record of the proceedings is made including all testimony and evidence upon which any appeal may be based (F.S. 286.0105).

Guido H. Inguanzo, Jr., CMC
Village Clerk

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TAB 3

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ORDINANCE NO. -----

AN ORDINANCE OF THE VILLAGE OF PINECREST, FLORIDA, AMENDING CHAPTER 30, LAND DEVELOPMENT REGULATIONS, ARTICLE 7, "SIGNS", TO AMEND THE LEGISLATIVE FINDINGS, REGULATIONS, PROCEDURES AND PROHIBITIONS APPLICABLE TO SIGNAGE; AND TO AMEND ARTICLE 9, "RULES OF CONSTRUCTION AND DEFINITIONS", DIV. 9.2, "DEFINITIONS"; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE.

WHEREAS, the Village of Pinecrest ("Village") enacted Ordinance No. 2002-08 §3 on November 13, 2002, which adopted a new Chapter 30, Land Development Regulations; and

WHEREAS, the Village Council desires to modify and update certain sign regulations in order to respond to recent caselaw including *Reed v. Town of Gilbert*,____U.S.___, 135 S. Ct. 2218, 192 L. Ed. 2d 236 (2015); and

WHEREAS, in order to address changed and changing conditions as the Village continues to develop, the Village Council further desires to establish flag display standards, clarify the wording and structure of the sign regulations, consolidate definitions into Article 9 of Chapter 30 Land Development Regulations, and create a new set of standards for master-planned development entrance signs;

WHEREAS, the Village finds and determines that the purpose and intent provisions of its signage regulations should be detailed so as to further describe the beneficial aesthetic, traffic safety, and other effects of the Village's sign regulations, and to reaffirm that the sign regulations are concerned with the secondary effects of speech and are not designed to censor speech or regulate the viewpoint of the speaker; and

WHEREAS, various signs that serve as signage for particular land uses are based upon content-neutral criteria in recognition of the functions served by those land uses, but not based upon any intent to favor any particular viewpoint or control the subject matter of public discourse; and

WHEREAS, the Village finds and determines that the sign regulations adopted hereby allow and leave open adequate alternative means of communications, such as newspaper advertising, internet advertising and communications, advertising in shoppers and pamphlets, advertising in telephone books, advertising on cable television, advertising on UHF and/or VHF television, advertising on AM and/or FM radio, advertising on satellite radio, advertising on internet radio, advertising via direct mail, and other avenues of communication available in the City *[see State v. J & J Painting,* 167 N.J. Super. 384, 400 A.2d 1204, 1205 (Super. Ct. App. Div. 1979); *Board of Trustees of State University of New York v. Fox,* 492 U.S. 469, 477 (1989); *Green v. City of Raleigh,* 523 F.3d 293, 305-306 (4th Cir. 2007); *Naser Jewelers v. City of Concord,* 513 F.3d 27 (1st Cir. 2008); *Sullivan v. City of Augusta,* 511 F.3d 16, 43-44 (1st Cir. 2007); *La Tour v. City of Fayetteville,* 442 F.3d 1094, 1097 (8th Cir. 2006); *Reed v. Town of Gilbert,* 587 F.3d 866, 980-981 (9th Cir. 2009)]; and

WHEREAS, in *Reed v. Town of Gilbert, Ariz.,* -U.S.-, 135 S. Ct. 2218, 2221, 192 L. Ed. 2d 236 (2015), the United States Supreme Court, in an opinion authored by Justice Thomas, and joined in by Chief Justices Roberts, Scalia, Alito, Kennedy and Sotomayer, addressed the constitutionality of a local sign ordinance that had different criteria for different types of temporary noncommercial signs; and

WHEREAS, in *Reed*, Justice Alito in a concurring opinion joined in by Justices Kennedy and Sotomayer pointed out that municipalities still have the power to enact and enforce reasonable sign regulations; and

WHEREAS, Justice Alito further noted that in addition to regulating signs put up by private actors, government entities may also erect their own signs consistent with the principles that allow governmental speech [see *Pleasant Grove City* v. *Summum*, 555 U.S. 460, 467-469 (2009)], and that government entities may put up all manner of signs to promote safety, as well as directional signs and signs pointing out historic sites and scenic spots; and

WHEREAS, Justice Alito noted that the *Reed* decision, properly understood, will not prevent cities from regulating signs in a way that fully protects public safety and serves legitimate aesthetic objectives, including rules that distinguish between on-premises and off-premises signs (alternatively referred to as on-site and off-site signs); and

WHEREAS, under established Supreme Court precedent and Eleventh Circuit precedent, commercial speech may be subject to greater restrictions than noncommercial speech and that doctrine is true for both temporary signs as well as for permanent signs; and

WHEREAS, the Village finds and determines that a traffic control device, as defined herein, should be exempt from regulation under the Village's land development regulations for signage; and

WHEREAS, the Village finds and determines that the regulation of signs within the Village strongly contributes to the development and maintenance of a pleasing, visually attractive environment, and that these sign regulations are prepared with the intent of enhancing the environment and promoting the continued well-being of the Village; and

WHEREAS, the Village finds and determines that the regulation of signage for purposes of aesthetics has long been recognized as advancing the public welfare; and

WHEREAS, the Village finds and determines that, as far back as 1954, the United States Supreme Court recognized that "the concept of the public welfare is broad and inclusive," that the values it represents are "spiritual as well as physical, aesthetic as well as monetary," and that it is within the power of the legislature "to determine that the community should be beautiful as well as healthy, spacious as well as clean, well balanced as well as carefully patrolled" [in *Berman v. Parker,* 348 U.S. 26, 33 (1954)]; and

WHEREAS, the Village finds and determines that aesthetics is a valid basis for zoning, and that the regulation of the size and appearance of signs and the prohibition of certain types of signs can be based upon aesthetic grounds alone as promoting the general welfare *[see Merritt v. Peters,* 65 So. 2d 861 (Fla. 1953); *Dade County v. Gould,* 99 So. 2d 236 (Fla. 1957); *E.B. Elliott Advertising Co. v. Metropolitan Dade County,* 425 F.2d 1141 (5th Cir. 1970), *cert. dismissed,* 400 U.S. 878 (1970)]; and

WHEREAS, the Village finds and determines that these sign regulations further the single family residential character and ambiance of the Village, and reflect its commitment to maintaining and improving an attractive environment; and

WHEREAS, the Village finds and determines that the beauty of the Village's natural and built environment has provided the foundation for the economic base of the Village's development, and that the Village's sign regulations help create an attractive residential community for its residents; and

WHEREAS, the Village finds and determines that the goals, objectives and policies of its plans over the years demonstrate a strong, long-term commitment to maintaining and improving the Village's attractive and visual environment; and

WHEREAS, the Village finds and determines that, from a planning perspective, one of the most important community goals is to define and protect aesthetic resources and community character; and

WHEREAS, the Village finds and determines that the purpose of the regulation of signs as set forth in this Ordinance is to promote the public health, safety and general welfare through a comprehensive system of reasonable, consistent and nondiscriminatory sign standards and requirements; and

WHEREAS, the Village finds and determines that the sign regulations in this Ordinance are intended to lessen hazardous situations, confusion and visual clutter caused by proliferation, improper placement, illumination, animation and excessive height, area and bulk of signs which compete for the attention of pedestrian and vehicular traffic; and

WHEREAS, the Village finds and determines that these sign regulations are intended to protect the public from the dangers of unsafe signs; and

WHEREAS, the Village finds and determines that these sign regulations are intended to permit signs that are compatible with their surroundings and aid orientation, and to preclude placement of signs in a manner that conceals or obstructs adjacent land uses or signs; and

WHEREAS, the Village finds and determines that these sign regulations are intended to regulate signs in a manner so as to not interfere with, obstruct vision of or distract motorists, bicyclists or pedestrians; and

WHEREAS, the Village finds and determines that these sign regulations are intended to require signs to be constructed, installed and maintained in a safe and satisfactory manner; and

WHEREAS, the Village finds and determines that in meeting the purposes and goals established in these findings, it is appropriate to prohibit and to continue to prohibit certain sign types; and

WHEREAS, the Village finds and determines that the prohibition of the construction of billboards and certain other sign types, as well as the establishment and continuation of height, size and other standards for on-premise (on-site) signs, is consistent with the policy set forth in the Florida Constitution that it shall be the policy of the state to conserve and protect its scenic beauty; and

WHEREAS, the Village finds that local governments may separately classify off-site and on-site advertising signs in taking steps to minimize visual pollution *[see City of Lake Wales v. Lamar Advertising Association of Lakeland Florida,* 414 So. 2d 1030, 1032 (Fla. 1982)]; and

WHEREAS, the Village finds and determines that a prohibition on the erection of off-site outdoor advertising signs will reduce the number of driver distractions and the number of aesthetic eyesores along the roadways and highways of the City *[see, e.g., E. B. Elliott Adv. Co. v. Metropolitan Dade County,* 425 F.2d 1141, 1154 (5th Cir. 1970), *cert. denied,* 400 U.S. 878 (1970)]; and

WHEREAS, the Village finds and determines that in order to preserve, protect and promote the safety and general welfare of the residents of the Village, it is necessary to regulate off-site advertising signs, so as to prohibit the construction of off-site signs and billboards in all zoning districts, and to provide that the foregoing provisions shall be severable; and

WHEREAS, the Village hereby finds and determines that anything beside the road which tends to distract the driver of a motor vehicle directly affects traffic safety, and that signs, which divert the attention of the driver and occupants of motor vehicles from the highway to objects away from it, may reasonably be found to increase the danger of accidents, and agrees with the courts that have reached the same determination *[see In re Opinion of the Justices,* 103 N.H. 268, 169 A.2d 762 (1961); *Newman Signs, Inc. v. Hjelle,* 268 N.W.2d 741 (N.D.1978)]; and

WHEREAS, the Village finds and determines that the Village has allowed noncommercial speech to appear wherever commercial speech appears; and the Village desires to continue that practice through the specific inclusion of a substitution clause that expressly allows non-commercial messages to be substituted for commercial messages; and

WHEREAS, the Village finds and determines that, by confirming in this Ordinance that noncommercial messages are allowed wherever commercial messages are permitted, the Village will continue to overcome any constitutional objection that its ordinance impermissibly favors commercial speech noncommercial speech *[see Outdoor Systems, Inc. v. City of Lenexa,* 67 F. Supp. 2d 1231, 1236-1237 (D. Kan. 1999)]; and

WHEREAS, the Village finds and determines that under Florida law, whenever a portion of a statute or ordinance is declared unconstitutional, the remainder of the act will be permitted to stand provided (1) the unconstitutional provisions can be separated from the remaining valid provisions, (2) the legislative purpose expressed in the valid provisions can be accomplished independently of those which are void, (3) the good and the bad features are not so inseparable in substance that it can be said that the legislative body would have passed the one without the

other, and (4) an act complete in itself remains after the valid provisions are stricken *[see, e.g., Waldrup v. Dugger,* 562 So. 2d 687 (Fla. 1990)]; and

WHEREAS, the Village finds and determines that there have been several judicial decisions where courts have not given full effect to severability clauses that applied to sign regulations and where the courts have expressed uncertainty over whether the legislative body intended that severability would apply to certain factual situations despite the presumption that would ordinarily flow from the presence of a severability clause; and

WHEREAS, the Village finds and determines that the Village has consistently adopted and enacted severability provisions in connection with its ordinance code provisions, and that the Village wishes to ensure that severability provisions apply to its land development regulations, including its sign regulations; and

WHEREAS, the Village finds and determines that the Code's severability clauses were adopted with the intent of upholding and sustaining as much of the Village's regulations, including its sign regulations, as possible in the event that any portion thereof (including any section, sentence, clause or phrase) be held invalid or unconstitutional by any court of competent jurisdiction; and

WHEREAS, the Village finds and determines that there must be an ample record of its intention that the presence of a severability clause in connection with the Village's sign regulations be applied to the maximum extent possible, even if less speech would result from a determination that any provision is invalid or unconstitutional for any reason whatsoever; and

WHEREAS, the Village finds and determines that there must be an ample record that it intends that the height and size limitations on free-standing and other signs continue in effect

regardless of the invalidity or unconstitutionality of any, or even all other, provisions of the Village's sign regulations, other ordinance code provisions, or other laws, for any reason (s) whatsoever; and

WHEREAS, the Village finds and determines that there must be an ample record that it intends that each prohibited sign-type continue in effect regardless of the invalidity or unconstitutionality of any, or even all, other provisions of the Village's sign regulations, other ordinance code provisions, or other laws, for any reason(s) whatsoever; and

WHEREAS, the Village Council makes the detailed findings set forth in Div. 7.2 of Section 2 of this Ordinance as to the purpose, scope and intent of the Village's sign regulations, and the substantial and compelling governmental interests that are advanced by these regulations.

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

Section 1. The foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct, and are hereby incorporated herein and made a part hereof.

Section 2. Article 7 "Signs" of Chapter 30 "Land Development Code" of the Village of Pinecrest Code of Ordinances is hereby re-numbered and amended as follows:

ARTICLE 7. - SIGNS

Div. 7.1. – Short title and applicability.
Div. 7.2. – Scope, purpose and intent.
Div. 7.3. – Interpretation.
Div. 7.4. – Permits required.
Div. 7.5. – Compliance with technical codes.
Div. 7.6. – Qualification and certification of erector.
Div. 7.7. – Fee required.
Div. 7.8. – Time limitation of sign permits.
Div. 7.9. – Identification of permit holder on sign.
Div. 7.10. – Responsibility for sign.

Div. 7.11. – Inspection.
Div. 7.12. – Exempt signs.
Div. 7.13. – Prohibited signs.
Div. 7.14. – Illumination.
Div. 7.15. – Maintenance of signs.
Div. 7.16. – Sign standards and requirements.
Div. 7.17. – Flag display standards
Div. 7.18. – Penalty; injunctive remedy.
Div. 7.19. – Nonconforming signs.
Div. 7.20. – Severability.
Div. 7.21. – Substitution of noncommercial speech for commercial speech; content-neutrality as to sign message.

ARTICLE 7. - SIGNS

Div. 7.1. - Short title and applicability.

(a) This ~~division~~ article shall be known as the "Sign Code of the Village of Pinecrest, Florida" and shall be applicable in the village.

(b) If property in the village frontsing a street or public right-of-way that forms a common boundary with another municipality or unincorporated area of the county, and if the zoning classifications on both sides of the boundary are comparable, the property in the village shall comply with the provisions of the village's ordinance.

Div. 7.2. – Scope, ~~P~~ purpose and intent.

A. Scope

(1) The provisions of this article shall govern the number, size, location, and character of all signs which may be permitted either as a principal or accessory use under the terms of this article. No signs shall be permitted on a lot as a principal or accessory use except in accordance with the provisions of this article.

(2) This article does not regulate Village signs on property owned by the Village, Miami-Dade County or the State of Florida, and does not regulate traffic control devices.

(3) In the event of any conflict between this article and any declaration of covenants, bylaws, or other restrictions applying to any property within the Village, the language affording the more restrictive interpretation shall apply.

(4) The Village specifically finds that these sign regulations are narrowly tailored to achieve the compelling and substantial governmental interests of traffic safety and aesthetics, and that there is no other way for the Village to further these interests.

B. Purpose

(1) *Florida Constitution*. Article II, Section 7 of the Florida Constitution provides that "[i]t shall be the policy of the state to conserve and protect its natural resources and scenic beauty. . . ." A beautiful environment preserves and enhances the desirability of the

Village as a place to live and to do business. Implementing the Florida Constitution is a compelling governmental interest.

(2) *Florida Statutes*. Florida law requires cities to adopt comprehensive plans and implement them through the adoption of land development regulations (also known as zoning regulations) and the approval of development orders that are consistent with the comprehensive plan. See Part II of Chapter 163, Florida Statutes. Florida law specifically requires that the Village adopt sign regulations. See Section 163.3202(2)(f), Florida Statutes. Complying with state law is a compelling governmental interest.

(3) *Village Strategic Plan.* The Village of Pinecrest is a highly livable community with an excellent government, stable finances, safe streets, outstanding recreational facilities and infrastructure, a high-quality residential character with lush streetscape, excellent schools, valuable cultural assets, and sustainable operations and living, with leadership which progressively enhances opportunities for citizen interaction and participation.

(4) *Village Comprehensive Plan*. Located in southern Miami-Dade County, the Village of Pinecrest is home to over 18,400 people and occupies approximately eight square miles of land. The predominant land use, single-family residential, is buffered by a vibrant commercial corridor on the east side of the Pinecrest-Parkway (U.S. 1). Development of the area began in the 1950s and 1960s, as large, ranch style homes on one acre lots were built, establishing the foundation for the lushly landscaped properties that are prominent in the community today. Since its incorporation in 1996, the Village has been committed to improving the infrastructure of the community and the quality of life of its residents. With its tree-lined streets, large estate lots, and historical Pinecrest Gardens, the Village is recognized as one of the most beautiful and best places in Florida for quality of life. Pinecrest strives to preserve and enhance its beautiful setting and quality of life through the goals, objectives and policies described in the Comprehensive Development Master Plan (CDMP). The Future Land Use Element of the CDMP identifies the need to promote efficient traffic flow, improve the image and function of commercial development, and promote, reinforce and enhance the Village's community appearance. The Transportation Element addresses the need to develop a multi-modal system that emphasizes safe and convenient movement of pedestrian and non-motorized and motorized vehicles. The Village's Comprehensive Plan has numerous provisions that require the Village to ensure the aesthetic character of the Village and ensure traffic safety on roads within the Village through the regulation of signs, as set forth in detail below. Implementing the Village's Comprehensive Development Master Plan is a compelling government interest. Several goals, objectives, and policies of the Village's comprehensive plan require the Village to maintain its scenic beauty and traffic safety through its Land Development Regulations and actions:

> **Goal 1-1: Land Use. The Village of Pinecrest Shall Maintain and Enhance the Extraordinary Character and Quality of Land Uses within the Village by:** Advancing the Aesthetic, Physical, Social, Cultural, and Economic [Welfare] of its Residents; and Protecting the Public Health, Safety, and Welfare and Preventing Threats to Health, Safety, and Welfare which May Be Caused by Incompatible Land Uses, Environmental Degradation, Hazards, and Nuisances.

Policy 1-1.2.3: Improve the Image and Function of Commercial Development along Pinecrest Parkway. The Land Development Regulations shall address issues surrounding urban design amenities, including, but not limited to, signage controls, pedestrian amenities, landscaping improvements and other related design features.

Policy 1-1.3.2: Planning and Management Framework. The Village of Pinecrest shall maintain Land Development Regulations which regulate land use, density and intensity of development, and nuisance impacts of non-residential development.

Policy 1-1.3.3: Pursue Nuisance Abatement Standards and Criteria. The Village Land Development Regulations include performance standards that protect residential areas from nuisance impacts of non-residential development.

Objective 1-1.7: Promote Village Appearance, Natural Amenities and Urban Design Principles.

Policy 1-1.7.1: Reinforce and Enhance the Village's Community Appearance. Major physical attributes within the Village shall be preserved through application of design review standards and management of signs, landscaping, open space preservation, tree protection, and other urban design amenities.

Policy 1-3.2.2: Comprehensive Plan Implementation and Land Development Regulations. The Village Land Development Regulations ensure that qualitative and quantitative performance criteria are applied in the development review process to achieve consistency with the Comprehensive Plan. The Village shall require maintenance and continuing adherence to these criteria. The Land Development Regulations shall be enforced and shall be revised as needed in order to: 1) effectively regulate future land use activities and natural resources identified on the Future Land Use Map; 2) adequately protect property rights; and 3) implement the goals, objectives, and policies stipulated in the Comprehensive Plan. The Land Development Regulations shall include a regulatory framework to: 1. Regulate signage; and 2. Ensure safe and convenient on-site and off-site traffic flow and vehicle parking needs and prohibit development within future rights-of-way.

Policy 1-3.2.5: Performance Standards. Performance standards have been incorporated in the Land Development Regulations and reflect best management principles and practices. These standards include balancing and protecting private property rights and the public interest by incorporating legally defensible land use controls.

Policy 1-3.3.1: Regulatory Enforcement Activities. Land Development Regulations and Building Code compliance activities shall be continued as an integral part of the Village's code compliance programs. The code compliance program shall preserve and protect structurally sound land improvements and land uses consistent with the Comprehensive Plan.

Policy 1-3.9.8: Urban Design and Community Appearance. Good principles of urban design shall be applied through site plan review procedures in order to enhance general community appearance as well as to preserve and enhance open space and landscape. This program shall assist in protecting major natural and man-made resources within the Village.

Objective 2-1.1: Motorized and Non-Motorized System. Develop an integrated multi-modal transportation system that emphasizes safe and convenient movement of pedestrian and non motorized and motorized vehicles, maximizes efficient use of energy resources, and minimizes emission of greenhouse gases within Pinecrest, through the use of management systems.

(5) *Caselaw*. In accordance with the U.S. Supreme Court's cases on sign regulation, the regulations in this article are not intended to regulate or censor speech based on its content or viewpoint, but rather to regulate the secondary effects of speech that may adversely affect the Village's substantial and compelling governmental interests in preserving scenic beauty and community aesthetics, and in vehicular and pedestrian safety in conformance with the First Amendment. These cases and their holdings include, but are not limited to:

a. *Reed v. Town of Gilbert*, ___U.S.___, 135 S. Ct. 2218, 192 L. Ed. 2d 236 (2015) on the topic on noncommercial temporary signs;
b. *Metromedia, Inc. v. City of San Diego*, 453 U.S. 490 (1981) on the topic of commercial signs and off-premise signs;
c. *City of Ladue v. Gilleo*, 512 U.S. 43 (1994) on the topic of political protest signs in residential areas;
d. *Linmark Assocs., Inc. v. Township of Willingboro*, 431 U.S. 85 (1977) on the topic of real estate signs in residential areas;
e. *Burson v. Freeman*, 504 U.S. 191 (1992) on the topic of election signs near polling places;
f. *Central Hudson Gas & Electric Corp. v. Public Service Commission*, 447 U.S. 557 (1980) on the topic of commercial speech; and
g. *City Council v. Taxpayers for Vincent*, 466 U.S. 789 (1984) on the topic of signs on public property.

(6) *Impact of sign clutter*. Excessive signage and sign clutter impair the legibility of the environment, and undermine the effectiveness of governmental signs, traffic control devices and other required signs (such as noncommercial onsite directional signs and warning signs) that are essential to identifying locations for the delivery of emergency

services and other compelling governmental purposes. The intent of these sign regulations is to enhance the visual environment of the Village, ensure that Village residents and visitors can safely navigate through the Village to their intended destinations, and promote the continued well-being of the Village. It is therefore the purpose of this article to promote aesthetics and the public health, safety and general welfare, and assure the adequate provision of light and air within the Village through reasonable, consistent and nondiscriminatory standards for the posting, displaying, erection, use, and maintenance of signs that are no more restrictive than necessary to achieve these governmental interests.

(7) *Specific Legislative Intent.* ~~The purpose of this division is to permit signs that will not, because of size, location, method of construction and installation, or manner of display:~~

~~1. Endanger the public safety; or~~

~~2. Create distractions that may jeopardize pedestrian or vehicular traffic safety; or~~

~~3. Mislead, confuse, or obstruct the vision of people seeking to locate or identify uses or premises; or~~

~~4. Destroy or impair aesthetic or visual qualities of the village which is so essential to tourism and the general welfare; and~~

More specifically, the sign regulations are intended to:

(a) Classify and categorize signs by type and zoning district.

(b) Permit, regulate and encourage the use of signs with a scale, graphic character, and type of lighting compatible with buildings and uses in the area, so as to support and complement the goals, objectives and policies set forth in the Village's Comprehensive Development Master Plan;

(c) Establish regulations affecting the design, erection and maintenance of signs for the purpose of ensuring equitable means of graphic communication, while maintaining a harmonious and aesthetically pleasing visual environment within the village. It is recognized that signs form an integral part of architectural building and site design and require equal attention in their design, placement and construction;

(d) Encourage the effective use of signs as a means of communication in the Village;

(e) Maintain and enhance the scenic beauty of the aesthetic environment and the Village’s ability to attract sources of economic development and growth;

(f) Ensure pedestrian safety and traffic safety;

(g) Minimize the possible adverse effect of signs on nearby public and private property;

(h) Foster the integration of signage with architectural and landscape designs;

(i) Lessen the visual clutter that may otherwise be caused by the proliferation, improper placement, illumination, animation, excessive height, and excessive area of signs which compete for the attention of pedestrian and vehicular traffic and are not necessary to aid in wayfinding;

(j) Allow signs that are compatible with their surroundings and aid orientation, while precluding the placement of signs that contribute to sign clutter or that conceal or obstruct adjacent land uses or signs;

(l) Encourage and allow signs that are appropriate to the zoning district in which they are located consistent with and serving the needs of the land uses, activities and functions to which they pertain;

(m) Curtail the size and number of signs to the minimum reasonably necessary to identify a residential or business location, and the nature of such use, and to allow smooth navigation to these locations;

(n) Regulate signs so that they are effective in performing the function of identifying and safely directing pedestrian and vehicular traffic to a destination.

(o) Preclude signs from conflicting with the principal permitted use of the lot and adjoining lots;

(p) Regulate signs so as to not interfere with, obstruct the vision of, or distract motorists, bicyclists or pedestrians;

(q) Except to the extent expressly preempted by Miami-Dade County, State or Federal law, ensure that signs are constructed, installed and maintained in a safe and satisfactory manner, and protect the public from unsafe signs;

(r) Preserve, conserve, protect, and enhance the aesthetic quality and scenic beauty of all zoning districts in the Village;

(s) Allow for traffic control devices without Village regulation consistent with national standards because they promote highway safety and efficiency by providing for the orderly movement of road users on streets and highways, and by notifying road users of regulations and providing nationally consistent warnings and guidance needed for the safe, uniform and efficient operation of all elements of the traffic stream and modes of travel, while regulating private signs to ensure that their size, location and other attributes do not impair the effectiveness of such traffic control devices;

(t) Protect property values by precluding, to the maximum extent possible, signs that create a nuisance to the occupancy or use of other properties as a result of their size, height, illumination, brightness, or movement;

(u) Protect property values by ensuring that the size, number and appearance of signs are in harmony with buildings, neighborhoods, structures, and conforming signs in the area;

(v) Regulate the appearance and design of signs in a manner that promotes and enhances the beautification of the Village and that complements the natural surroundings in recognition of this Village's reliance on its natural surroundings and beautification efforts as a source of economic advantage as an attractive place to live and work;

(w) Not regulate signs more than necessary to accomplish the compelling and important governmental objectives described herein;

(x) Enable the fair and consistent enforcement of these sign regulations; and

(z) Be considered the maximum standards allowed for signage; and

(aa) Regulate signs in a permissive manner so that any sign is not allowed unless expressly permitted.

Div. 7.3. - Interpretation.

Only those signs that are specially authorized by this ~~division~~ article shall be permitted. Those that are not listed or authorized shall be deemed prohibited.

Div. 7.4. - Permits required.

(a) *Applications and permits.* No sign, unless exempted by this article, shall be erected, constructed, posted, painted, altered, maintained, or relocated, except as provided in this division and until a sign permit and any applicable building permit ha~~s~~ve been issued by the administrative official. Before any sign permit is issued, an application for such permit shall be filed together with two (2) sets of drawings and/or specifications (one [1] to be returned to the applicant) as may be necessary to fully advise and acquaint the issuing department with the location, method of construction, type of materials, manner of illumination, method of erection, securing or fastening, number and type of signs applied for, and advertisement to be carried. All electrically illuminated signs~~, which are electrically illuminated,~~ shall require a separate electric permit and inspection.

(b) *Consent of property owner.* No sign shall be placed on any property unless the applicant has the written consent of the owner and lessee, if any, of the property.

(c) *Calculating number of signs.* A single sign containing advertisement on ~~each side~~ two sides shall be counted as one sign when the two sides face opposite directions and are not simultaneously visible from any one point. Every other sign shall be counted as a separate sign for each face thereof. Each tenant/owner along the business district may select one design type (wall, projecting or marquee) and seek a ~~be~~ permit~~ted~~ for an awning sign as provided in this Code. Additional signs may be permitted for large single tenant properties~~: refer to~~ in accordance with the ~~"detached signs~~ special conditions" applicable to detached signs in Section 7.16.

(d) *Calculating sign size.* The area of sign shall include borders and framing. Heights shall be measured to the top extremity of the sign and distances to the farthest point. ~~The square footage in a circular rotating or revolving sign shall be determined by multiplying one-half of the circumference by the height of the rotating sign, except in the case of the flat rotating sign, the area will be determined by the square footage of one side of such sign.~~ The administrative official shall have the discretion of determining the area of any sign which is irregular in shape and in such cases will be guided by calculations as made by a licensed registered engineer when same are shown on the drawing.

(e) *Location of signs.* All signs must be placed on the owner's property as permitted in this Code and affixed to the façade of the tenant space. No signs may be placed in areas ~~adjacent to~~ within five feet of a residential zone, with the exception of those businesses having primary street frontage on a public road. Further, no signs may be placed in the public right-of-way. Any sign found posted or otherwise affixed upon any public property contrary to the provisions of this article shall be removed by the department of public works, public safety department or code compliance staff. The person or entity responsible for any such posting shall be liable for the cost incurred in the removal and disposal thereof, and the Village is authorized to collect such cost from the owner or person placing the sign, or the person who is the beneficiary of the sign.

(f) *Application review*. The Village shall approve or deny the sign permit application based on whether it complies with the requirements of this article. Such applications shall be first reviewed by the administrative official or his/her designee who shall, within ten (10) business days of the receipt of such application, determine whether the sign permit application is complete. If the application is deemed incomplete, it shall be returned to the applicant within ten (10) days with a letter detailing the information needed to complete the application. Upon resubmission of the application, the Village shall have

five (5) additional days to determine whether the applicant's revisions are sufficient to complete the application. If they are not, the Village will again inform the applicant of any remaining deficiencies in writing. This process shall continue until the applicant has submitted a complete application, or demands that the application be reviewed "as is." For complete applications, the administrative official or his/her designee shall, within 30 days of a determination of completeness, issue a sign permit if the application complies with the requirements of this article. If the application does not comply with the requirements of the article, the application shall be returned to the applicant with a letter detailing the requirements that are not satisfied. If the Village does not approve the application, then the applicant may seek relief in a court of competent jurisdiction in Miami-Dade County, as provided by law.

(g) *Lack of sign permit*. Signs erected without a sign permit shall be brought into compliance or removed. If such signs are not brought into compliance or removed following notification by the village, the village shall proceed with enforcement actions as provided herein.

Div. 7.5. - Compliance with technical codes.

(a) *Required.* All signs shall conform to the requirements of the building, electrical, and other applicable technical codes~~, except as may be otherwise provided herein~~.

1. Signs erected, constructed, posted, painted, altered or relocated without a building permit shall be brought into compliance or removed. If such signs are not brought into compliance or removed following notification by the village, the village shall proceed with enforcement actions as provided herein.
2. ~~Any unauthorized sign installed or placed on public property shall be forfeited to the public and subject to confiscation. The village shall have the right to recover the full cost of removal and disposal of such sign from the owner or person placing the sign, or from the benefactor of the sign.~~
3. Signs shall not obstruct driver visibility or normal pedestrian traffic.

(b) ~~*Advertising conflicted*~~ *Conflict with zoning rules.* No sign shall be erected or used ~~to advertise any use or matter~~ in a manner which would conflict with the regulations for the district in which it is located or be in conflict with the use permitted under the certificate of use or occupancy for the property.

Div. 7.6. - Qualification and certification of erector.

Where the erection of any sign requires compliance with any ~~county~~ applicable technical code, the erector of the sign shall qualify with the respective examining board.

Div. 7.7. - Fee required.

No sign, where a sign permit or building permit or both is necessary, shall be exhibited unless the required sign permit and building permit is issued and permit fees are paid.

Div. 7.8. - Time limitation of sign permits.

All signs shall be erected on or before the expiration of 90 days from the date of issuance of the sign permit. If the sign is not erected within said 90 days, the sign permit shall become null and void, and a new sign permit required; provided, however, that the administrative official may extend such sign permit for an additional period of 90 days from the date of the expiration of the sign permit if written application for such extension is received and approved by the administrative office prior to the expiration date of the initial sign permit and provided that the proposed sign complies with all requirements in effect at the date of such renewal.

Div. 7.9. - Identification of permit holder on sign.

Each sign requiring a sign permit shall carry the permit number and the name of the person or firm placing the sign on the premises; such marking shall be permanently attached and clearly visible from the ground.

Div. 7.10. - Responsibility for sign.

The owner ~~and/~~or tenant of the premises, and the owner, erector ~~and/~~or ~~benefactor~~ beneficiary of the sign shall be held responsible for any violation of this article ~~division~~, provided, however, that when the sign has been erected in accordance with this article, a sign company shall be relieved of further responsibility after final approval of the sign by the village.

Div. 7.11. - Inspection.

No sign shall be approved for use, unless the same shall have been inspected by the building and planning department, and no sign shall be erected or used unless it complies with all the requirements of this ~~division~~ article and applicable technical codes. The holder of a permit for a sign shall request inspections of a sign as follows:

(a) *Foundation inspection*. This shall include method of fastening to building or other approved structure.

(b) *Shop inspection*. Electrical and/or structural where indicated on the permit and/or approved plan.

(c) *Final inspection*. This shall include structural framing, electrical work identification of permit number and erector of sign, etc.

(d) *Additional inspections*. Any additional inspections, which may be specified on the permit and/or approved plans.

Div. 7.12. – Exempt s~~S~~igns ~~permitted without a sign permit~~. All signs or sign structures erected or required to be erected on village, county or state government property or by an agency of such government are exempt from regulation as provided in Div. 7.2. The following signs ~~do not require a sign permit.~~ shall be exempt from the sign permit requirements of this article. However, this exemption in no way waives the requirements of the Florida Building Code or the Village's adopted engineering standards, any limitation or restriction on the number, size, height, setback, placement or duration of such signs under this article, or any limitation or restriction under any other applicable law or regulation.

(a) Private t~~T~~raffic signs, provisional warnings and signs indicating danger, ~~are exempt from this article. Such exempted signs shall~~ not containing any commercial advertisement.

(b) ~~Disabled or handicapped parking signs. Signs required by state law or county ordinance for parking spaces reserved for disabled or handicapped persons shall not require a sign permit.~~ Signs not exceeding 1½ square feet in area ~~and bearing only property street numbers, post box numbers, or name of occupant of~~ identifying the premises.

(~~d~~c) Flags ~~and insignia of government agencies, except when displayed in connection with a commercial promotion~~.

~~(e) Legal notices, identification, information, or directional signs erected by or on behalf of governmental entities.~~

~~(f) Signs within enclosed buildings or structures which are so located that they are not visible from public streets or adjacent properties such as signs in interior areas of malls, commercial buildings, ball parks, stadiums and similar structures or uses, providing said signs are erected in such a manner as not to be hazardous. If illuminated the necessary electrical permits shall be obtained.~~

(~~f~~ d) Temporary signs as set forth in Div. 7.16 ~~holiday decorations provided said decorations carry no advertising matter and further provided that such decoration is not up more than 60 days for a single holiday and is removed within seven days after the holiday ends.~~

~~(h) "Danger", "No Parking", "Post No Bills", "Bad Dog", and similar warning signs, provided such signs do not exceed an area of 1 ½ square feet.~~

~~(i) Signs required by law.~~

~~(j) *Baby stoller parking signs*. Signs required for parking spaces reserved for persons transporting young children and strollers shall not require a sign permit.~~

~~(k) "No Trespassing" signs, provided such signs do not exceed an area of three square feet.~~

~~(l) Temporary, off-premises real estate "Open House" signs shall be permitted to advertise residential property for sale, rent or lease on premises other than the property for sale, rent or lease subject to the limitations in division 7.16(9).~~

Div. 7.13. - Prohibited signs.

(a) No sign shall be so located as to constitute a danger to public safety.

(b) No sign shall exhibit thereon any lewd or lascivious matter.

(c) No sign shall be attached to trees, utility poles or any other unapproved supporting structure.

(d) Roof signs are prohibited.

(e) No signs shall be erected or painted on fence and wall enclosures in residential districts. Fence and wall signs shall be prohibited in the residential district.

(f) Blinking or flashing lights, streamer lights, pennants, permanent banners, streamers, and all fluttering, spinning or other type of attention attractors or advertising devices are prohibited. ~~except for national flags, flags of bona fide civic, charitable, fraternal and welfare organization and further except during recognized holiday period such attention attractors that pertain to such holiday periods may be displayed on a temporary basis during such periods. The f~~ Flags ~~permitted by this subsection~~ shall not be used in mass primarily as an advertising device in order to circumvent this subsection.

(g) No revolving or rotating sign shall be permitted or erected.

(h) ~~Any signs which are not traffic signs as defined in division 7.12, signs permitted without a sign permit, which use the words "Stop" or "Danger" or present or imply the need or requirement of stopping, or which are copies or imitations of official signs.~~ Signs that may be confused with a traffic control device ~~sign~~. Red, green or amber (or any color combination thereof) revolving or flashing light giving the impression of police or caution light is a prohibited sign, whether on a sign or on an independent structure.

(i) Portable signs unless otherwise authorized by law. ~~shall be prohibited, including those that are tied down with metal straps, chaining, or otherwise temporarily anchored to an existing structure or other similar method of anchoring.~~

(j) Signs painted or affixed in any manner to any vehicle, trailer or pickup truck, van or similar transportable device and which are used to advertise a place of business or activity as viewed from a public road shall be prohibited. This shall not be interpreted to prohibit identification of commercial vehicles provided such vehicles are operational and moved and used daily for delivery of service purposes and are not used, or intended for use, as portable signs. This sign shall also not be interpreted to apply to buses, taxicabs, and similar common carrier vehicles, which are licensed or certified by the county or other governmental agency.

(k) Billboard signs are prohibited.

(l) Animated signs that use movement, changeable message, moving message, or change of lighting to depict action or create a special effect or scene, or emit a sound, odor, or visible matter such as smoke or vapor or uses variable graphics or video are prohibited. Manual changeable copy signs are not included in this prohibition.

(m) Balloons or inflatables used as signs or for advertising purposes are prohibited.

(n) Electronic signs ~~Light Emitting Diode (LED) signs~~ are prohibited.

(n~~o~~) Signs that obstruct any window, door, fire escape, stairway, or opening intended to provide light, air, ingress, or egress for any building that would cause a violation of the Building Code are prohibited.

(o~~p~~) Obsolete signs, abandoned signs, or dilapidated signs.

Div. 7.14. - Illumination.

Except as provided in ~~d~~Division 7.1~~5, maintenance of signs~~, 6, Sign standards and requirements, signs illuminated by flashing, moving, intermittent, chasing or rotating lights are prohibited. Signs may be illuminated by exposed bulbs, fluorescent, tubes, interior lighting, or by indirect lighting from any external source. Indirect lighting, such as floodlights, shall not shine directly on adjacent property, signage, motorists or pedestrians, or illuminate an area greater than the area occupied by the permitted signage. Illumination shall be such that it will provide reasonable illumination and eliminate glare and intensity, which might pose safety hazards to drivers and pedestrians.

In order to prevent glare, illuminated signs shall not emit more than 5,000 candelas per square meter (Cd/M2) in full daylight and 100 candelas per square meter (Cd/M2) between dusk and dawn.

Illumination of building facades with light emitting diodes (LED) or other "wall washer" or "building wash" lights is prohibited.

Awnings and canopies shall not be illuminated.

Div. 7.15. - Maintenance of signs.

(a) *Required.* All signs shall be properly maintained in a safe and legible condition at all times. In the event that a use having a sign is discontinued for a period of 45 days, all signs identifying the use are to be removed from the site or in the case of a painted sign, painted out. Sign removal shall be the responsibility of the owner of the property.

(b) *Latticework, painting, etc.* Where the rear of any sign is visible from a street, waterway, park or residence, or from a EU, RU, or BU district, the exposed structural members of such sign shall be either concealed by painted latticework, slats or be suitably painted or decorated, and such back screening shall be designed, painted and maintained to the satisfaction of the administrative official.

(c) *Cutting weeds.* The owner of each sign not attached to a building shall be responsible for keeping the weeds cut on his property within a radius of 50 feet or to the nearest highway or waterway.

(d) *Removal of dilapidated signs.* The administrative official may cause to be removed any sign which shows neglect or becomes dilapidated or where the area around such sign is not maintained as provided herein after due notice has been given. The owner of the sign and/or the property shall be financially responsible for the removal of the sign.

Div. 7.16. – Sign standards and requirements.

The following charts indicate the physical standards and requirements applicable to specific sign types and the districts in which they are permitted.

Permanent s~~S~~ign types permitted:

(1) Awning sign;

(2) Detached sign ~~Banners~~;

(3) Master planned development entrance sign~~Construction~~;

(4) ~~Detached~~ Non-commercial onsite directional sign;

(5) ~~Directional~~;

~~(6)~~ Marquee sign;

(~~7~~6) Parking area light standard ~~designation~~ sign;

(~~8~~7) Projecting sign;

(8) Wall sign;

(9) Noncommercial sign.

Temporary sign types permitted:

(1) Banner sign;

(2) Construction/subdivision sign;

(3~~9~~) Real estate sign;

(~~10~~ 4) Temporary non-commercial sign~~Special events/political~~; and

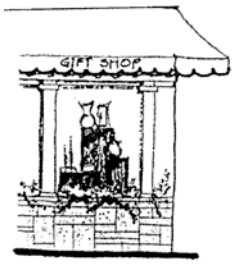
~~(11) Wall~~.

The following standards are subject to other applicable technical code requirements:

(a) Permanent Signs, each lot may have permanent noncommercial signage, detached or window, not exceeding 6 square feet in the residential zoning districts and not exceeding 32 square feet in the nonresidential zoning districts.

1. *Awning Sign*.

~~Definition: Any sign that is part of or attached to an awning, canopy, or other fabric, plastic or structural protective cover over a door, entrance, window, or outdoor service area. A marquee is not an awning.~~



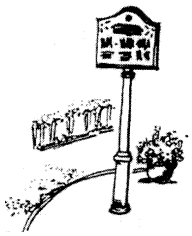
~~Awning Sign~~

Zoning District or Location Permitted	Size	Number	Setback and Spacing	Illumination	Maximum Height	Special Conditions
EU, RU residential districts						Not permitted.
Shopping centers BU districts RU-5	See conditions	One per awning per tenant	Seven feet from R.O.W.	Illumination permitted; see general provision on illumination	N/A	1. One awning sign per awning or tenant at ground level is permitted not to exceed 24 square feet inclusive of any logo in area. 2. Individual characters may not exceed eight inches in height. 3. In the event of multiple street frontages for a tenant, one additional awning sign is permitted. 4. All three sides of an awning may have a sign provid~~ing~~ed that there are no hanging or projecting signs.

2. *Detached sign.*

~~Definition: Any sign not attached to or painted on a building, but which is affixed and permanently attached to the ground. "Permanently attached" as used herein shall mean that the~~

~~supporting structure of the sign is attached to the ground by a concrete foundation.~~



ZONING DISTRICT OR LOCATION PERMITTED	SIZE	NUMBER	SETBACK AND SPACING	ILLUMINATION	MAXIMUM HEIGHT	SPECIAL CONDITIONS
RU-EU districts						Not permitted.
Shopping centers	Up to 40 square feet for first 50 feet of frontage plus 0.75 square feet for each additional foot of frontage to a maximum sign size of 300 square feet	One sign only if shopping center has less than 500 feet of lineal street frontage; a shopping center with 500 or more lineal street frontage is permitted either one 300-square foot sign or two 200-square-foot signs; shopping centers on a corner lot are permitted an additional 40 square-foot sign on a side street	Setback for all street r.o.w. is seven feet for a sign not exceeding 40 square feet; thereafter 0.1825 feet of additional setback for each ten square feet of sign (calculated to the nearest one-half foot). Interior side setback shall be as follows: Street frontage/setback: 0—59 feet - 3.5′ 60—99 feet - 13.5′ 100—199 feet - 33.5′ 200 feet - 63.5′	Illumination permitted; see general provision on illumination	30 feet from grade to top of sign	Sign shall be used ~~only~~ to identify the shopping center and/or as a directory of tenants in the shopping center. The supporting structure of the sign must be attached to the ground by a concrete foundation.
BU districts	40 square feet for first 50 feet of initial street frontage plus 0.75 square feet for each additional foot of street frontage to a maximum sign size of 300 square feet	See special conditions	Setback for all street r.o.w. is seven feet for a sign not exceeding 40 square feet; thereafter 0.1825feet of additional setback for each 10 square feet of sign (calculated to the nearest one-half foot); maximum required setback need not be greater than 20feet. Interior side setback	See general provision on illumination	30 feet from grade to top of sign	Type and number of point of sale signs permitted for a single individual business on a lot will be based on the following formula: **Lot frontage: 0—75 feet** = two signs but no detached signs allowed. **Lot frontage: 76—150 feet** = three signs, one of which may be detached. **Lot frontage: 151+ feet** = four signs, one of which may be detached. In addition, a corner lot with minimum dimensions of 300 feet by 300 feet will be allowed four signs, two of which

ZONING DISTRICT OR LOCATION PERMITTED	SIZE	NUMBER	SETBACK AND SPACING	ILLUMINATION	MAXIMUM HEIGHT	SPECIAL CONDITIONS
			shall be as follows: Street frontage/setback: 0—59 feet - 3.5′ 60—99 feet - 13.5′ 100—199 feet - 33.5′ 200 feet - 63.5′ Minimum space between detached signs shall be 10 feet. Pole signs erected in connection with service stations may disregard the interior side setbacks, provided that they do not overhang on property of different ownership and the clear distance between the bottom of the sign and the established grade elevation of the property is at least eight feet with service stations.			may be detached signs provided that the second sign is no greater than one-half the size allowed the first sign and provided the separation between the two signs is a least equal to 50 percent of the total amount of frontage on both streets or roadways Where multiple businesses are located on a given lot, each business use shall be permitted a wall sign only. The supporting structure of the sign must be attached to the ground by a concrete foundation.

3. *Master-planned development entrance sign*

Zoning District or Location Permitted	Size	Number	Setback and Spacing	Illumination	Maximum Height	Special Conditions
BU, shopping centers	40 sf	1 monument or two wall signs attached to symmetrical entrance features	5’ from right-of-way	External	8’	The base of monument signs must be landscaped.
Residential zones	40 sf	I monument or two wall signs attached to symmetrical entrance features	5’ from right-of-way	External	8’	The base of monument signs must be landscaped.

4. *Noncommercial on-site* ~~D~~*directional sign*.

~~Definition: Directional signs, containing no advertising, are used to direct the public and locate entrances and exits in connection with any permitted use.~~

~~Directional Sign~~

Zoning District or Location Permitted	Size	Number	Setback and Spacing	Illumination	Maximum Height	Special Conditions
BU, shopping centers	Three square feet	~~As~~ The minimum required to ensure safety of vehicles and pedestrians on the premises			Four feet	Must be shown and approved on site plans which indicate sign size, location, copy, etc. ~~Logos, names, and advertising are not permitted on such signs.~~ May not exceed four feet in height above grade.
Residential zones						Not permitted.

5. *Marquee sign*.

~~Definition: A sign affixed to a permanent roof-like structure and projecting over the entrance of the building generally designed and constructed to provide protection from the weather.~~

~~Marquee Sign~~

Zoning District or Location Permitted	Size	Number	Setback and Spacing	Illumination	Maximum Height	Special Conditions

EU-RU-1, RU-2, RU-5						Not permitted.
BU districts, RU-3M, RU-4L, RU-4M, RU-4	See conditions	One	N/A	Illumination permitted: see general provision on illumination	Sign shall not project above the top of the marquee.	For purpose of counting signs each face of marquee shall count as an individual sign. Sign may not exceed five square feet in area per ten linear feet of street frontage. Sign shall not exceed 40 percent of the panel on which the sign is located. A marquee sign shall replace permitted wall signs on the building face where affixed.

6. *Parking area light standard ~~designation~~ sign.*

~~Definition: Any sign consisting of two dual-face signs extending horizontally from a light standard. Such sign projecting from opposite sides of such light standard, and such signs must be located in the parking lot of a shopping center to identify the location of parking areas. No advertising is permitted on the sign.~~

Zoning District or Location Permitted	Size	Number	Setback and Spacing	Illumination	Maximum Height	Special Conditions
Shopping centers	Maximum of four square feet per side face	Number approved by administrative official or in his approval of the plat use plan for shopping centers. Signs must observe setback requirements applicable to other detached signs.	Location determined by the administrative official or in his approval of the plat use plan for shopping centers. Signs must observe setback requirements applicable to other detached signs.	Signs must be attached to light standards in parking lots and shall not contain any illumination save and except as provided by the overhead electrical lights supported by the standard or pole	Minimum of 9 feet from the parking lot paved surface to bottom of sign. No more than 30 feet from parking lot paved surface to top a sign	Permitted only in shopping center in BU-1A and more liberal districts. The property of the shopping center and its parking lot area must be under one ownership and abutting and immediately adjacent to one another; the electrical light standard and~~/r~~ pole supporting such signs shall be sufficient to support the sign without the possibility of injury to persons and property.
PS, public service district	Maximum of four square feet per side face		Signs must observe setback requirements applicable to other detached signs.	Signs must be attached to light standards in parking lots and shall not contain any illumination save and except as provided by the overhead	Minimum of 9 feet from the parking lot paved surface to bottom of sign. No more than 30 feet from parking lot paved surface to top	The property and its parking lot area must be under one ownership and abutting and immediately adjacent to one another; the electrical light standard and pole supporting such signs shall be sufficient to support the sign without the possibility of injury to persons and property.

				electrical lights supported by the standard or pole	of sign	
Residential district RU-5 BU						Not permitted.

7. *Projecting sign*.

~~Definition: Any sign which is an independent structure, which is attached to the building wall and which extends at any angle from the face of the wall. No projecting sign shall extend above the roof.~~

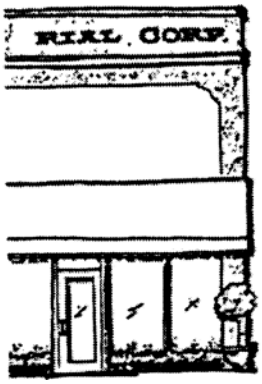
~~Projecting Sign~~

Zoning District or Location Permitted	Size	Number	Setback and Spacing	Illumination	Maximum Height	Special Conditions
EU, RU residential districts	1.5 square feet	1	15 feet from row Five feet interior side	See general section on illumination. Lighting permitted must not conflict with adjacent properties or motor vehicles	Seven feet to bottom of sign	None.
BU district	40 square feet	One per establishment at ground level	N/A	Permitted	N/A	1. A projecting sign is permitted as a replacement for a wall ~~building ID or wall retail tenant~~ sign. 2. Permitted to be double-sided and erected perpendicular to the address street front of the establishment advertised. 3. Sign may project outward a maximum of three feet and provide a minimum unobstructed clear space of 7½ feet between grade and bottom of the sign; and signs must be firmly

Zoning District or Location Permitted	Size	Number	Setback and Spacing	Illumination	Maximum Height	Special Conditions
						secured or fastened.
Shopping Center						Not permitted.

8. *Wall Sign*.

~~Definition: A flat sign affixed to a wall (including glass) which is used to identify a separate licensed retail or service establishment, schools, universities, or churches.~~



~~Wall Sign~~

Zoning District or Location Permitted	Size	Number	Setback and Spacing	Illumination	Maximum Height	Special Conditions
EU-RU						Not permitted.
RU-5	12 square feet	1	N/A	Permitted	N/A	Sign shall be mounted on wall.
BU	10 percent of the wall area for a building which includes the wall and glass area from grade to top of roof.	As determined by tenant (see special conditions)	N/A	Permitted	N/A	10 percent of wall sign may be one wall sign; or a wall and glass sign for a total not to exceed the maximum of 10 percent.

Zoning District or Location Permitted	Size	Number	Setback and Spacing	Illumination	Maximum Height	Special Conditions
PS	Total permitted sign area is limited to 36 square feet. Maximum area of any sign is limited to 24 square feet	Maximum number of signs permitted = 2	15′ from r.o.w.	Permitted	20′	

9. *Noncommercial Sign*.

Zoning District or Location Permitted	Size	Number	Setback and Spacing	Illumination	Maximum Height	Special Conditions
All districts	Maximum sign area per property* of 6 square feet in the residential districts, and 32 square feet in the nonresidential districts. * This signage is in addition to the noncommercial speech available on permitted signs by application of Div. 7.21	Not applicable	Five feet from official r.o.w. and five feet from property under different ownership, except for site of use which shall be governed by applicable district regulations.	Permitted	Not applicable	Not applicable

(b) Temporary Signs. No temporary sign shall be placed on any property unless the applicant has the consent of the owner or lessee, if any, of the property. Unless otherwise specified herein, temporary signs may not remain in place for more than ninety (90) days.

1. *Banner sign.*

~~Definition: "Banner sign" shall mean any sign possessing characters, letters, illustrations, or ornamentations, or designed so as to attract attention by scenic effort including pennants, with or without characters, streamers, and wind driven whirligigs, or other devices applied to cloth, paper, fabric, or like kind material either with or without frame and which is not of permanent construction and does not comply with the state building code. Flags of countries, states or cities, and flags representing noncommercial ideas or entities are not included in this definition.~~

ZONING DISTRICT OR LOCATION PERMITTED	SIZE	NUMBER	SETBACK AND SPACING	ILLUMINATION	MAXIMUM HEIGHT	SPECIAL CONDITIONS
EU, RU residential districts						Not permitted. ~~One seasonal flag not to exceed 10 square feet shall be permitted.~~
Shopping centers BU, business districts RU-5, office development district	10 percent of the wall area on which the banner is attached	1	N/A	Not permitted	N/A	*Regulations.* ~~Banner signs are prohibited except for special events as provided herein.~~ Permits for banner signs shall be obtained from the building and planning department upon submittal of an application and payment of applicable fees. The applicant may submit one application for multiple requests subject to compliance with this division. Banner signs may be permitted as follows 1. Any banner sign to be displayed shall be subject to the following limitations: a. ~~Display shall be limited to 14 consecutive calendar days for a maximum of four times per calendar year.~~ All locations must obtain or have previously obtained a certificate of use and ~~occupational license~~ business tax receipt from the village. b. Banners must be located on the wall of the business and shall be limited in size to ten percent of the wall area of the business to which the sign is attached. c. All banners shall be securely fastened with screws, wire or tie mechanisms so as to prevent them from blowing in the wind or from removal as may be required by the building and planning department. ~~d. This division does not regulate the use of authentic flags (national, state, city) or other flags which may be erected in observance of holidays or other expressions of support for noncommercial ideas or entities~~. ~~e~~.d. Window decorations shall be included in the ten percent of wall area but shall be permitted

Zoning District or Location Permitted	Size	Number	Setback and Spacing	Illumination	Maximum Height	Special Conditions
						without time limitations.
Shopping centers BU, business districts RU-5, office development district	10 percent of the wall area on which the banner is attached	1	N/A	Not permitted	N/A	*Regulations*. ~~Banner signs are prohibited except for special events as provided herein.~~ Permits for banner signs shall be obtained from the building and planning department upon submittal of an application and payment of applicable fees. The applicant may submit one application for multiple requests subject to compliance with this division. Banner signs may be permitted as follows 1. Any banner sign to be displayed shall be subject to the following limitations: a. ~~Display shall be limited to 14 consecutive calendar days for a maximum of four times per calendar year.~~ All locations must obtain or have previously obtained a certificate of use and ~~occupational license~~ business tax receipt from the village. b. Banners must be located on the wall of the business and shall be limited in size to ten percent of the wall area of the business to which the sign is attached. c. All banners shall be securely fastened with screws, wire or tie mechanisms so as to prevent them from blowing in the wind or from removal as may be required by the building and planning department. ~~d. This division does not regulate the use of authentic flags (national, state, city) or other flags which may be erected in observance of holidays or other expressions of support for noncommercial ideas or entities~~. ~~e~~.d. Window decorations shall be included in the ten percent of wall area but shall be permitted without time limitations.
PS, public service district	Maximum dimensions of any banner are	N/A - Maximum banner display area on each outward side of a fence facing a	N/A	Not permitted	N/A	*Regulations*. ~~Banners may be permitted within the PS, public service district for the purpose of allowing schools and organizations to display information related to school and organization events; to recognize student achievement and to advertise events and their sponsors organized by~~

Zoning District or Location Permitted	Size	Number	Setback and Spacing	Illumination	Maximum Height	Special Conditions
	limited to four feet × eight feet	public street is limited to 128 square feet. Banner signs may be placed on a diagonal side of a fence facing two intersecting streets in which case the area of signage placed on the diagonal side of the fence shall be substituted for one of the sides adjacent to either one of the two intersecting streets.				~~schools, religious institutions, fraternal, nonprofit charitable, eleemosynary, and other governmental organizations within the district. Event banners may include recognition of event sponsors provided such recognition is subordinate to the event message content.~~ Commercial banners are not permitted; recognition of businesses as event sponsors on non-commercial banners is allowed provided that the area of the banner devoted to such sponsor recognition is subordinate to the area devoted to the primary non-commercial message of the banner, such as in the following example: [BUSINESS NAME] SUPPORTS THE [TEAM OR PROGRAM NAME] of [SCHOOL NAME] Display of noncommercial banners shall be subject to compliance with the following restrictions and requirements: 1. *Application*. Schools and other permitted organizations intending to install noncommercial banner signs within the PS, public service zoning district shall ~~annually~~ submit an application for a permit that complies with the requirements of this code. ~~and sign plan that accurately identifies the proposed area or areas designated and reserved for the display of banner signs.~~ A "no fee" permit shall be issued by the village for the display of such banner signs following review and approval of the submitted application ~~and sign plan~~. Such permit shall be valid for ninety (90) days.
						2. *Size and Location*. Banners shall be placed only on portions of the applicant's fence which have street frontage. The maximum vertical dimension of any display area shall be limited to

Zoning District or Location Permitted	Size	Number	Setback and Spacing	Illumination	Maximum Height	Special Conditions
						four (4) feet. Banners shall have grommets in all four (4) corners and midway along the top and the bottom sides. All banners shall be maintained in good condition and securely affixed to the fence. Torn, faded or defaced banners must be removed or replaced in a timely manner. All signs on any fence shall be displayed contiguously.
						~~3. Banners shall be allowed to be displayed on a year-round basis. Display of any banner shall be limited to 90 consecutive days~~.

2. *Construction/subdivision sign*.

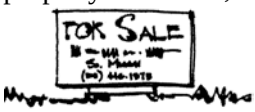
~~Definition: A temporary sign displayed on property only during the progress of actual construction work which indicates the ultimate character of the development and those firms or individuals involved in its creation is erected and maintained by an architect, contractor, developer, finance organization, subcontractor, or materials vendor that is furnishing labor, services, or material on the premises.~~

~~Construction/Subdivision Sign~~

Zoning District or Location Permitted	Size	Number	Setback and Spacing	Illumination	Maximum Height	Special Conditions
Nonresidential districts	32 square feet	One	15 feet from official r.o.w. 15 feet to property under	Not permitted	Eight feet	1. One sign per project, not to exceed 32 square feet in area and eight feet in height above existing grade. 2. No construction sign shall ~~be retained on the premises~~

Zoning District or Location Permitted	Size	Number	Setback and Spacing	Illumination	Maximum Height	Special Conditions
			different ownership or centered between interior property lines			~~for a period of more than 180 days from date of issuance. The sign may not~~ be posted until a building permit for construction of the project has been issued and it shall be removed when the certificate of occupancy, temporary certificate of occupancy, or certificate of completion is issued or the date that the building permit expires, whichever occurs earlier.
Residential districts	~~Maximum 16~~ 6 square feet	One	15 feet from official r.o.w. 15 feet to property under different ownership or centered between interior property lines	Not permitted	~~Shall not exceed~~ E~~e~~ight feet ~~from ground to top of sign~~	1. One sign per project, not to exceed ~~1~~6 square feet in area and eight feet in height above existing grade. 2. No construction sign shall ~~be retained on the premises for a period of more than 180 days from date of issuance. The sign may not~~ be posted until a building permit for the construction of the project has been issued and shall be removed when the certificate of occupancy, temporary certificate of occupancy, or certificate of completion is issued or the date that the building permit expires, whichever occurs earlier.3. ~~One additional subdivision sign may be permitted by the administrative official.~~

~~2~~3. *Real estate.*
~~Definition: Any sign which indicates property is for sale, rent or lease.~~



~~Real Estate Sign~~

Zoning District or Location Permitted	Size	Number	Setback and Spacing	Illumination	Maximum Height	Special Conditions
Nonresidential districts	32 square feet max	1, plus 1 additional sign may be installed only when the premises are available for inspection by the prospective buyer or tenant without an appointment. Said additional sign shall not be larger than two	5 feet from official r.o.w. line unless attached to an existing building or sign 15 feet to an interior	Permitted	Eight feet measured from grade to top of sign.	No permit required for signs that are no larger than six square feet and which are not electrically illuminated. ~~No sign shall be maintained on the premises for a period exceeding 120 days.~~ Renewal of permit shall be contingent upon the applicant providing proof of vacancy. Signs shall be removed within three days of closing or the signing of the lease agreement. The attachment of balloons, streamers, flags, or other attention attracting devices is prohibited.

Zoning District or Location Permitted	Size	Number	Setback and Spacing	Illumination	Maximum Height	Special Conditions
		feet by two feet.	side property line or centered on a lot between interior side property lines			
All residential districts	~~One and one-half square feet max.~~ 6 square feet	~~One~~ 1 plus 1 additional sign may installed only when the premises are available for inspection by the prospective buyer or tenant without an appointment. Said additional sign shall not be larger than two feet by two feet. Two additional signs of the same size may be installed off-site during the same time period.	Five feet from official r.o.w. line unless attached to an existing building 15 feet to an interior side property line or centered on a lot between interior side property lines	Not permitted	Eight feet measured from grade to top of sign.	No permit is required for an on-premise sign that is no larger than 6 ~~one and one-half~~ square feet. Real estate signs shall be removed ~~within 48 hours~~ three days of the ~~of~~ closing or the signing of the lease agreement. The attachment of balloons, streamers, flags, or other attention attracting devices is prohibited.
~~Open house signs, all districts~~	~~2 feet by 2 feet max.~~	~~One on-site plus no more than three off-site~~	~~5 feet from edge of roadway pavement or back of curb~~	~~Not permitted~~	~~2 feet, measured from grade to top of sign~~	~~*Time*: Signs permitted only within the hours of 11:00 a.m. to 4:00 p.m. on Wednesdays and Sundays, provided, however, during daylight savings time, the Sunday hour shall be extended to 6:00 p.m.~~ ~~*Other*: The attachment of balloons, streamers, flags, or other attention attracting devices is prohibited.~~

~~3~~4. ~~*Special events/political.*~~ *Temporary non-commercial signs.*

~~Definition: Special event signs include carnivals, concerts, public meetings, sports events, political campaigns, and other uses of a similar nature~~

~~Special Events/Political Signs~~

Zoning District or Location Permitted	Size	Number	Setback and Spacing	Illumination	Maximum Height	Special Conditions
All districts	Maximum sign area per property of 6 square feet in the residential districts, and 32 square feet in the nonresidential districts. ~~22 inches by 28 inches per sign except as to site of use which shall be governed by applicable district regulations~~	~~Signs shall be unlimited in number as to off-site locations and limited to number as permitted in the zoning district for onsite locations (point of sale signs)~~	Five feet from official r.o.w. and five feet from property under different ownership, except for site of use which shall be governed by applicable district regulations.	Permitted	Not applicable	Signs shall be erected for no more than 90 days. ~~prior to an election and shall be removed within 48 hours after the special event or last election for which a candidate or issue was on the ballot. Promoters, sponsors and candidates shall be responsible for compliance with the provisions of this division and shall remove signs promoting or endorsing their respective special events or candidacies when such signs are displayed or used in violation of this division. Additionally, any private owner who fails to remove an unlawful special events sign from his or her property shall be deemed in violation of this division. Above provisions of this division, which require the removal of signs shall be applicable to the entire village.~~

~~Div. 7.17– Entrance features permitted.~~

~~Notwithstanding any other provision of this division, entrance features in compliance with each of the standards enumerated below shall be permitted.~~

~~(a) Entrance features may be placed on private property and shall be continually and properly maintained by the owners. To assure the proper maintenance of entrance features:~~

~~1. An executed covenant, stating that all structures shall be maintained in good condition and repair and that all landscaping shall likewise be so maintained, shall be delivered to the building and planning department for review and, upon approval, shall be duly recorded prior to the issuance of any permits.~~

~~(b) Entrance features may be placed within public rights-of-way provided:~~

~~1. Prior approval is granted by the building and planning department; and~~

~~2. A bond is submitted to the public works department in an amount to cover the removal of said features if deemed necessary at a later date by the public works department. The bond shall have an initial ten-year life and shall be renewed for five-year periods thereafter; and~~

~~3. An executed covenant, stating that all structures shall be maintained in good condition and repair and that all landscaping shall likewise be so maintained, shall be delivered to the public works department for review and, upon approval, shall be duly recorded prior to the issuance of any permits.~~

~~(c) Entrance features shall be placed so as not to encroach upon utility lines or traffic control devices whether such lines or traffic control devices be located overhead or underground; and where a conflict is indeed encountered, the developer or designated property owner shall be responsible for the removal or relocation of the said features or a part thereof.~~

~~(d) Entrance features shall be placed so as not to cause a visual obstruction and thereby create a traffic hazard, and should the use of illumination be incorporated in said features, such illumination shall be placed so as to be unobtrusive to moving traffic lanes or adjacent properties.~~

~~(e) The character and scale of entrance features shall be of a design such that said features are complementary to the identified development and compatible with the immediate neighborhood insofar as its overall impact is concerned.~~

~~(f) All structures within entrance features shall meet all standards of the state building code and any other applicable standards, and all water bodies with depths greater than 18 inches shall meet all applicable standards of this division, applicable to reflecting pools and water features, standards.~~

~~(g) Applications for permits for entrance features shall be made by the fee owner of the property in question and shall be submitted to the department. Applications shall include an accurately dimensioned plot use plan identifying all structures and landscaping incorporated in said features and identifying all setbacks and elevations of the same.~~

~~(h) Upon receipt of all necessary information, the building and planning department shall review the same, and in turn, the administrative official shall review the information, including staff's report, and render a decision either approving, modifying, or denying the request. A copy of said decision shall be published in a newspaper of general circulation. All approvals or modifications shall not be effective until 15 days after the administrative official's decision is published in a newspaper or general circulation.~~

~~(i) The applicant, or any aggrieved property owner in the area, may appeal the decision of the zoning board, in the manner provided for appeals of administrative decisions.~~

Div. 7.17. – Flag Display Standards.

(a) *Location and maximum height*. Except as otherwise provided herein, flags shall be displayed on flag poles. Such poles in nonresidential zoning districts shall not exceed the allowed height of the zoning district or forty-five (45) feet, whichever is less. Flagpoles may not be placed on top of buildings or light poles. Flagpoles in residential zoning districts shall not exceed twenty-five (25) feet in height.

(b) *Maximum number and size*.

1. The maximum dimensions of any flag shall be proportional to the flag pole height. The hoist side of the flag shall not exceed 50% of the vertical height of the pole. In addition, flags are subject to the following dimensional limitations:

Pole Height	**Maximum Flag Size**
Up to 25 feet	24 total square feet
25 to 39 feet	40 total square feet
40 to 45 feet	60 total square feet

2. Each property shall be allowed only one flag pole. A maximum of three flags shall be allowed. References to a flagpole height in this subsection refer to vertical flagpoles. References to the number of flags and flag poles and flag dimensions refer to both vertical flagpoles and mast-arm flagpoles (for example, staff extending at an angle from a building).

(c) *Setback*. A vertical flag pole must be set back from all property boundaries a distance that is at least equal to the height of the pole.

(d) *Condition of flag and pole or other permanent mounting*. The flag and flag pole or other permanent mounting shall be maintained in good repair. Flag poles with broken halyards shall not be used, and torn or frayed flags shall not be displayed.

Div. 7.18. - Penalty; injunctive remedy.

Any person violating any of the provisions of this article shall be punished by a fine not to exceed $500.00 or by imprisonment in the county jail for a period not to exceed 60 days, or by both such fine and imprisonment, in the discretion of the county court. Each day's violation shall be considered a separate violation. Any continuing violations of the provisions of this article may be enjoined and restrained by injunctive order of the circuit court in appropriate proceedings instituted for such purpose, or enforced by any other means legally available to the village.

Div. 7.19. - Nonconforming signs.

(a) All nonconforming signs ~~lawfully existing as of November 13, 2002,~~ must be brought into compliance with all current applicable regulations or must be removed within five years from the date of formal notification of non-conforming status by the village. The village shall provide, by certified mail to all property owners whose property contains a nonconforming sign, a notification of the nonconforming status following direction by the Village Council. Such notification shall clearly state the reasons for the nonconforming status and shall further indicate that a waiver or extension of the provisions of this paragraph may be requested under the variance procedures set forth in this Code.

(b) A nonconforming sign must be maintained. Routine maintenance and repair will not result in the loss of nonconforming status. In the case of non-conforming detached sign, a change of copy is permitted, provided, however, that the provisions specified in (c) and (d) below are not applicable.

(c) The structural elements of a non-conforming sign may not be altered, reconstructed, expanded, or enlarged.

(d) A nonconforming sign must be replaced or made to comply with the provisions of these regulations immediately ~~prior to the date in (a) above~~, if one of the following conditions exist:

(1) If the sign is removed from a wall or façade of a building in order to renovate, enlarge, and/or structurally alter such façade or wall.

(2) If the sign is located on a building which is undergoing major reconstruction, renovation, or redevelopment. A major reconstruction renovation or redevelopment project is defined for the purposes of this division, as construction work equivalent to 40 percent or more of the assessed value of the building, as listed in the public records of the county property appraiser's office.

Div. 7.20– Severability.

(a) *Generally*. If any part, section, subsection, paragraph, subparagraph, sentence, phrase, clause, term, or word of this article is declared unconstitutional by the final and valid judgment or decree of any court of competent jurisdiction, this declaration of unconstitutionality or invalidity shall not affect any other part, section, subsection, paragraph, subparagraph, sentence phrase, clause, term, or word of this article.

(b) *Severability where less speech results.* Without diminishing or limiting in any way the declaration of severability set forth above in subsection (a) of this section, or elsewhere in this article, this Code, or any adopting ordinance, if any part, section, subsection, paragraph, subparagraph, sentence, phrase, clause, term, or word of this article is declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, the declaration of such unconstitutionality shall not affect any other part, section, subsection, paragraph, subparagraph, sentence, phrase, clause, term, or word of this article, even if such severability would result in a situation where there would be less speech, whether by subjecting previously exempt signs to permitting or otherwise.

(c) *Severability of provisions pertaining to prohibited signs.* Without diminishing or limiting in any way the declaration of severability set forth above in subsection (a) of this section, or elsewhere in this article this Code, or any adopting ordinance, if any part, section, subsection, paragraph, subparagraph, sentence, phrase, clause, term, or word of this article or any other law is declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, the declaration of such unconstitutionality shall not affect any other part, section, subsection, paragraph, subparagraph, sentence, phrase, clause, term, or word of this article that pertains to prohibited signs, including specifically those signs and sign types prohibited and not allowed under section Div. 7-13. Furthermore, if any part, section, subsection, paragraph, subparagraph, sentence, phrase, clause, term, or word of Div. 7-13 is declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, the declaration of such unconstitutionality shall not affect any other part, section, subsection, paragraph, subparagraph, sentence, phrase, clause, term, or word of Div. 7-13.

(d) *Severability of prohibition on billboards.* If any part, section, subsection, paragraph, subparagraph, sentence, phrase, clause, term, or word of this article and/or any other code provisions and/or laws are declared invalid or unconstitutional by the valid judgment or decree of any court of competent jurisdiction, the declaration of such unconstitutionality shall not affect the prohibition on billboards as contained in Section 7.13(k).

Div. 7.21. – Substitution of noncommercial speech for commercial speech; content-neutrality as to sign message.

(a) Notwithstanding anything to the contrary contained in this article, any sign permitted by this Code may be permitted to substitute or change the lettering on said sign face to convey any

noncommercial message as often as the person owning or in control of the sign wishes, provided that all other criteria of this Code relating to design criteria, size, setbacks, etc., are satisfied.

(b) Notwithstanding anything to the contrary contained in this article, no sign or sign structure shall be subject to any limitation based solely upon the content of the message contained on such sign or displayed on such sign structure.

Section 3. Article 9 "Rules of Construction and Definitions" of Chapter 30 "Land Development Regulations" of the Village of Pinecrest Code of Ordinances is hereby amended to read as follows:

Div. 9.2. – Definition of terms.

For the purpose of administering this Code, the following words shall have the following meanings:

Advertise or Advertising. Any form of public announcement intended to aid directly or indirectly in the sale, use or promotion of a commercial product, commodity, service, activity, or entertainment.

* * * * *

Animated sign/electronic message board. A sign with a fixed or changing display/message composed of a series of lights that may be changed through electronic means. ~~A time and/or temperature sign shall not be considered an electronic message board.~~

* * * * *

Awning. A roof-like cover extended over a window, door or an opening of a structure, including garage or porte-cochere vehicle openings, being fastened, in a manner provided for such fastening, to the structure of which it is a part and design; and used for the purpose of shielding such window, door or opening from the rays of the sun, rain and like elements of weather.

Awning sign. Any sign that is part of or attached to an awning, canopy, or other fabric, plastic or structural protective cover over a door, entrance, window, or outdoor service area. A marquee sign is not an awning sign.

Banner. A temporary sign possessing characters, letters, illustrations, or ornamentations, if any, applied to cloth, paper, fabric, or like kind material with only such material for backing. A banner may or may not have a frame, and is not of permanent construction requiring compliance with the building code. A banner is not designed to fly from a flagpole and cannot be considered a flag.

* * * * *

Billboard. A commercial sign that directs attention to a business, commodity, service, or entertainment conducted, sold or offered at a location other than the premises on which the sign is located.

* * * * *

Construction/subdivision sign. A temporary sign displayed on property only during the progress of actual construction work. It is erected and maintained by the property owner/tenant, or on the owner/tenant's behalf by an architect, contractor, developer, finance organization, subcontractor, or materials vendor that is furnishing labor, services, or material on the premises.

* * * * *

Detached sign. Any sign not attached to or painted on a building, but which is permanently attached to the ground.

* * * * *

Electronic sign: Any type of electronic display board, electronic message board, digital, LED, programmable ink or other sign capable of displaying words, pictures, symbols, video or images including, but not limited to, any electronic, laser, digital, or projected images display that can be changed electronically or mechanically by remote or automatic means. Architectural lighting that is designed to illuminate building walls, architectural features or landscaping is not a sign.

* * * * *

Master-planned development entrance sign. A sign in a master-planned development, not attached to or affixed to or painted on a building, but which is permanently attached to the ground within common areas that are dedicated to a property owners' association for maintenance, and which are used to identify uses or locations and direct traffic.

* * * * *

Flag. A piece of fabric with a color or pattern that represents a government, or other noncommercial organization or idea designed to be flown from a flagpole. Banners are not included in this definition.

* * * * *

Illegal sign. Any of the following:

1. A sign erected without first obtaining a permit and complying with all regulations in effect at the time of its construction or use;
2. A sign that was legally erected but whose use ceased because the business it identifies is no longer conducted on the premises which now shows neglect or has become dilapidated;
3. A nonconforming sign for which the amortization period has expired;
4. A sign that was legally erected but which later became nonconforming and then was damaged to the extent of 50 percent or more of its current replacement value;
5. A sign that is a danger to the public or is unsafe; or
6. A temporary sign that ~~pertains to a specific event that has not been removed within 48 hours after the occurrence of the event~~ has remained in place longer than the allowed term specified in the applicable Special Conditions of Div. 7.16(b).

* * * * *

Manually changeable copy sign. A sign or portion thereof which has a readerboard for the display of text information that can be changed or rearranged manually without altering the face or surface of the sign.

* * * * *

Marquee sign. A sign affixed to a permanent roof-like structure and projecting over the entrance of the building generally designed and constructed to provide protection from the weather.

* * * * *

Monument sign. A freestanding sign where the foundation and supporting structure are visually an integral part of the sign creating a continuous form from the ground to the top of the sign. Monument signs shall be an integral and complementary element of the overall architectural and streetscape composition and shall be integrated with the building and landscape design.

* * * * *

Noncommercial on-site directional sign. A sign that is permanently erected and used to provide direction or information to pedestrian or vehicular traffic on the premises and not displaying a commercial message, e.g., "entrance," "exit," "one-way only," and the like.

* * * * *

Off-premise sign. A sign that directs attention to a commercial business, commodity, service, or entertainment not exclusively related to the premises where such sign is located or to which it is affixed. Also referred to as "billboard".

* * * * *

Parking area light standard sign. A sign consisting of two dual-face signs extending horizontally and projecting from opposite sides of a light standard located in the parking lot of a shopping center, used to identify the location of the parking areas. No advertising is permitted on the sign.

* * * * *

Point of sale sign. A sign identifying the premises of a commercial establishment.

Pole sign. A detached sign with a visible support structure, such that the sign face and support structure do not appear as one (1) solid monolithic appearance, or otherwise having a support structure that is not architecturally integrated into the overall design of the sign, but not including a flag on a flagpole.

* * * * *

Portable sign. Any sign not attached to or painted on a building and not affixed or permanently attached to the ground. A sign that is tied down with metal straps, chaining, or otherwise temporarily anchored to the ground or an existing structure. Portable signs may also be described as sandwich/sidewalk signs.

* * * * *

Projecting sign. Any sign which is an independent structure, which is attached to the building wall and which extends at any angle from the face of the wall. No projecting sign shall extend above the roof.

* * * * *

~~*Sandwich/sidewalk sign*. A movable sign not secured or attached to the ground or surface upon which it is located.~~

* * * * *

Real estate sign. Any sign which indicates real property that is for sale, rent, or lease.

* * * * *

Sign. Any display of characters, letters, logos, illustrations, or any other ornamentation designed or used as advertisement, announcement or to indicate direction. This term shall not be interpreted to include traffic control devices or warning signs. A sign that is not visible from any nearby public or private property is not a Sign subject to regulation under Division 7.

Snipe sign. A~~n off-premise~~ sign that is tacked, nailed, posted, pasted, glued or otherwise attached to trees, poles, stakes, fences, or to other objects.

* * * * *

Temporary. A time period of not more than 90 days.

Temporary noncommercial sign. A temporary sign with a message that is not commercial in nature. Unless otherwise provided for in these regulations, a temporary noncommercial sign shall not remain in place for longer than 90 days.

Temporary signs. Any sign intended for use not permanent in nature. For the purposes of this chapter, any sign with an intended use of ninety (90) days or less shall be deemed a temporary sign.

* * * * *

Traffic control device. A sign located within the right-of-way and that is used as a traffic control device and described and identified in the Manual on Uniform Traffic Control Devices approved by the Federal Highway Administration as the National Standard and as may be revised from time to time. A traffic control device includes those signs that are classified and defined by their function as regulatory signs (that give notice of traffic laws or regulations), warning signs (that give notice of a situation that might not readily be apparent), and guide signs (that show route designations, directions, distances, services, points of interest, and other geographical, recreational, or cultural information). These devices are not regulated as signs under this article.

* * * * *

Wall sign. A flat sign affixed to an exterior building wall (including glass) which is used to identify a use.

Section 4. Codification. This Ordinance shall be codified in accordance with the foregoing. It is the intention of the Village Council that the provisions of this Ordinance shall become and be made a part of the Village of Pinecrest Code of Ordinances; and that the sections of this Ordinance may be renumbered or relettered and the word “ordinance” may be changed to “section”, “article” or such other appropriate word or phrase in order to accomplish such intentions.

Section 5. Severability. If any section, sentence, clause, or phrase of this Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Ordinance.

Section 6. Conflicting Ordinances. All prior ordinances or resolutions, or parts thereof, in conflict herewith are hereby repealed to the extent of said conflict.

Section 7. Effective Date. This Ordinance shall be in full force and effect immediately upon its passage on second reading.

Passed on the first reading, this _____ day of _____, 2016.

Passed and adopted on the second reading, this _____ day of _____, 2016.

_____
Cindy Lerner, Mayor

Attest:

_____
Guido H. Inguanzo, Jr., CMC
Village Clerk

Approved as to form and legal sufficiency:

_____
WEISS SEROTA HELFMAN COLE & BIERMAN, P.L.
Village Attorney

Motion on Second Reading By:
Second on Second Reading By:
Vote:

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WEISS SEROTA HELFMAN
COLE & BIERMAN, P.L

To: Mayor and Village Council, Village of Pinecrest

Cc: Yocelyn Galiano, ICMA-CM, Village Manager
Stephen R. Olmsted, AICP, Village Planning Director

From: Susan L. Trevarthen, FAICP, Village Attorney's Office
Chad Friedman, Village Attorney's Office

Date: February 16, 2016

Re: Revisions to Pinecrest Sign Regulations

The Village asked me to review and recommend revisions to the Village's sign regulations to address recent changes in the law. The following memo explains the applicable legal standards, explains why the Village needs to review the legality of its sign regulations at this time, and describes my recommendations as reflected in the accompanying draft ordinance.

Legal Background

Signs are protected under the free speech guarantees of the First Amendment of the U.S. Constitution. Therefore, local government sign regulation must conform to the First Amendment. The regulations cannot vary based on the content of speech that the sign is intended to express, and cannot favor or punish points of view or topics. "Content-based" regulation is presumptively unconstitutional; strict scrutiny applies, and must be justified by a compelling governmental interest. If a sign regulation is content-based on its face, its purpose, its justification and its function does not matter. If it is content neutral, then these factors can be considered in evaluating the constitutionality of the regulation. However, the courts have been unclear about exactly how to determine whether a particular regulation is "content-based."

Sign regulations must be narrowly tailored to achieve the Village's governmental purposes for regulating signs, which can be generally characterized as aesthetics and traffic safety. The regulations must not be substantially overbroad, exceeding the scope of the governmental interests justifying regulation. But they also must not be substantially under-inclusive, so narrow or exception-ridden that the regulations fail to further the governmental interests.

The permitting criteria and timeframes must meet strict requirements as a prior restraint on speech. And the regulations of commercial signage cannot be looser than those for noncommercial signage, because noncommercial speech is more highly protected by the First Amendment.

The Village's current sign regulations were drafted to address the above legal standards. A new U.S. Supreme Court case (*Reed v. Town of Gilbert*) places greater limitations on how much the Village's sign regulations can be tailored based on the functions or content of various sign types. The case arose from a temporary sign category allowing a number of small directional signs to be briefly placed in the right of way prior to and following a special event of a nonprofit entity, in order to guide drivers to the location of the event. This categorical sign type was used by a small itinerant church, led by Pastor Reed, to publicize its church services at various locations including elementary schools and nursing homes. The Town of Gilbert cited the church for placing signs that failed to comply with the regulations for this sign type, because they were too large, were posted for too long, and did not contain directional content.

Pastor Reed and the church sued because the Gilbert code treated these event directional signs differently from other noncommercial signs, and allowed temporary signs related to elections in the right of way and permanent ideological signs on private property to be larger and to be posted for a longer time. The June 2015 *Reed* opinion modifies prior Supreme Court precedent in holding that government regulation of speech is "content-based" if a law applies to particular speech because of the topic discussed or the idea or message expressed. The majority opinion of the Court was delivered in an opinion by Justice Thomas, but three of the six justices who joined his opinion also joined a more narrow concurring opinion by Justice Alito.

The two opinions differ in some aspects; read together as the holding of the case, they suggest that a regulation creating a category for a purely directional message, which merely gives "the time and location of a specific event," is one that "conveys an idea about a specific event" and may be considered content-based. Sign regulations tied to the identity of the speaker may be content-based. Event-based sign regulations may also be considered content-based. However, tying a signage opportunity to the timing of an event, without specifying that the sign content must relate to the event, may be more defensible. If regulations are content-based, then they must be justified by a compelling governmental interest, regardless of whether the governmental motive was innocent and not intended to censor speech.

Justice Thomas' opinion held that, even assuming that aesthetics and traffic safety were compelling governmental interests, the Gilbert regulation was under inclusive and was not narrowly tailored enough to advance these governmental interests and thereby satisfy strict scrutiny. It noted that certain signs that may be essential to guide traffic or to identify hazards and ensure safety for vehicles and pedestrians might well survive strict scrutiny.

Justice Alito's opinion states that "Properly understood, today's decision will not prevent cities from regulating signs in a way that fully protects public safety and serves legitimate esthetic objectives." It assures local governments that *Reed* does not affect their continued ability to regulate based on key distinctions:

- Commercial signs vs. noncommercial signs
- Off-premise signs vs. on-premises signs
- Temporary vs. permanent signs
- Regulation by zoning district and land use
- Regulation by whether the message is changeable or static
- Regulation of size, placement, spacing, illumination, fabrication and other physical criteria

Governmental signs on governmental property, including traffic control devices, are not affected by the First Amendment, and can be controlled in the broad discretion of the Village, apart from the revised sign regulations. Private signs are not required to be allowed on governmental property.

Thus, the Village's prohibition on billboard/off-premise sign remains valid. Also, private covenants and regulations that may address signage on private property and common areas in the Village were unaffected by *Reed*.

Most sign codes in Florida, and across the country, fail to meet all of the requirements of *Reed*. It is an appropriate time to revisit your sign regulations, and thus this Ordinance was prepared for your consideration.

Draft Ordinance

The Ordinance includes several changes to temporary sign regulations (pages 29 - 35) and a few to permanent signs that are designed to enhance the defensibility of the regulations and respond to *Reed*:

- Remove regulation by sign categories based on content or function, including:
  - Special events/political signs (pages 35-36)
  - Open house directional signs (page 35)
  - Construction/subdivision signs (pages 33-34)
- Remove or replace the above regulations with more generic and simplified signage opportunities, without specifying that the signs must convey a particular message.
- Reduce the number of exceptions to permitting (pages 18-19) and to prohibited signs (pages 19-20)
- Revise banner sign regulations that specified the purposes for which banners could be installed in the Public Service district (pages 30-33)
- Add new provisions addressing the concepts of severability and substitution (pages 39-40)
- Add provisions to satisfy the concept of prior restraint (pages 16-17)

- Provide for permanent noncommercial signage in all zoning districts (page 29)

The changes to the legislative intent, scope and purpose of the sign regulations article (pages 9-13) reflect the input of your planning director, and are necessary to better articulate the compelling and substantial governmental interests that justify the regulation of signs: traffic safety and preserving aesthetics. The changes specifically reference and respond to the governing caselaw, and articulate the requirement for local government sign regulation in Florida Statutes, the Florida Constitution's protection of scenic beauty, and the relevant goals, objectives and policies of the Village's comprehensive plan: all factors that were missing from the *Reed* decision, and all presenting compelling governmental interests supporting sign regulation in Pinecrest.

The concepts of identification, warning and directional/wayfinding signs have been retained as necessary to achieve the compelling traffic safety purposes of the sign regulations. The concept of a real estate sign has been retained based on the requirement of *Linmark Assoc., Inc. v. Twp. of Willingboro*, 431 U.S. 85, 96 (1977) and is subject to intermediate scrutiny in accordance with *Central Hudson Gas & Elec. Co. v. Pub. Svc. Comm'n of NY*, 447 US 557 (1980).

Finally, the Ordinance clarifies the wording and structure of the article, consolidates definitions into Article 9 of the Land Development Regulations, removes regulations that are not related to signs, and creates a new category of "Master planned development entrance signs" in Div. 7.16(a) *Permanent signs*. In addition, Div. 7-17 *Flag Display Standards*, was created to govern the display of flags on flagpoles, as requested by village staff.

TAB 4

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ORDINANCE NO. 2016-

AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF PINECREST, FLORIDA AMENDING CHAPTER 30, "LAND DEVELOPMENT REGULATIONS", BY AMENDING ARTICLE 4, "ZONING DISTRICT REGULATIONS", DIVISION 4.2, "RESIDENTIAL DISTRICTS", CONCERNING HEIGHT AND ATTACHMENT OF ACCESSORY BUILDINGS; AMENDING ARTICLE 5, "ADDITIONAL REGULATIONS", DIVISION 5.5, "FENCES, WALLS AND HEDGES", CONCERNING THE MAXIMUM WIDTH OF COLUMNS PERMITTED IN THE REQUIRED TRIANGLE OF VISIBILITY; AND AMENDING DIVISION 5.16, "REGULATIONS OF OBSTRUCTIONS TO VISIBILITY", CONCERNING THE MAXIMUM WIDTH OF COLUMNS PERMITTED IN THE REQUIRED TRIANGLE OF VISIBILITY; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, as provided in section 2(b), Article VIII of the Constitution of the State of Florida, and Section 166.021(1), Florida Statutes, the Village of Pinecrest, Florida (the "Village"), a municipal corporation, enjoys all governmental, corporate, and proprietary powers necessary to conduct municipal government, perform municipal functions, and render municipal services, and may exercise any power for municipal purposes, except as expressly prohibited by law; and

WHEREAS, Article VIII, Section 2 of the Florida Constitution, and Chapter 166, Florida Statutes, provide municipalities the authority to exercise any power for municipal purposes, except where prohibited by law, and to adopt ordinances in furtherance of such authority; and

WHEREAS, the Village Council of the Village of Pinecrest ("Village Council") finds it periodically necessary to amend its Code of Ordinances and Land Development Regulations ("Code") in order to update regulations and procedures to implement municipal goals and objectives; and

WHEREAS, the Village Council of the Village of Pinecrest, Florida amended the Village's Comprehensive Development Master Plan on May 10, 2011; and

WHEREAS**,** the Village Council has identified amendments to the Village's Code of Ordinances and Land Development Regulations necessary for implementation of the

Note:
~~Strikethrough words~~ are deletions to the existing words in the Land Development Regulations. .
Underlined words are additions to the existing words in the Land Development Regulations.

goals, objectives, and policies of the Village's Comprehensive Development Master Plan; and

WHEREAS, the Village Charter empowers the Village Council to adopt, amend or repeal its ordinances and resolutions as may be required for the benefit of the residents of the Village of Pinecrest; and

WHEREAS, the Local Planning Agency, held a duly advertised public hearing on February 16, 2016; and

WHEREAS, after reviewing the Local Planning Agency's recommendations, the recommendations of Village staff, and comments from the public, the Village Council finds that the proposed amendments to its Code of Ordinances and Land Development Regulations are in compliance and consistent with Florida law, and its adopted Comprehensive Development Master Plan; and

WHEREAS, the Village Council further finds it to be in the best interest of the public health, safety and welfare of the citizens to adopt the ordinance amending the Village's Code of Ordinances and Land Development Regulations;

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

Section 1. Recitals.

The foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true, correct and reflective of the legislative intent underlying this Ordinance and are hereby made a specific part of this Ordinance.

Section 2. Amendment and Adoption.

Note:
~~Strikethrough words~~ are deletions to the existing words in the Land Development Regulations. .
Underlined words are additions to the existing words in the Land Development Regulations.

That the Village of Pinecrest Code of Ordinances, Chapter 30, Land Development Regulations, Article 4, Zoning District Regulations, and Article 5, Additional Regulations are hereby amended as follows:

Chapter 30. Land Development Regulations

ARTICLE 4. – ZONING DISTRICT REGULATIONS

Div. 4.2. – Residential districts.

* * *

(b) Residential estate (EU-1C) district.

* * *

5. Dimensional regulations.

* * *

c. Maximum height:

* * *

ii. Accessory use: Accessory buildings that are detached or not physically and permanently attached to the principal building with ~~integrated structural elements including finished exterior and interior walls, an~~ **a structurally interconnected** ~~attached~~ roof~~, and enclosed and finished air-conditioned interior space~~ that provides interconnectivity between the principal and accessory uses shall not exceed 14 feet in height at a minimum required setback of 15 feet and shall not exceed 18 feet in height at a minimum required setback of 20 feet.

* * *

(c) Residential estate (EU-1) district.

* * *

5. Dimensional regulations.

* * *

Note:
~~Strikethrough words~~ are deletions to the existing words in the Land Development Regulations. .
Underlined words are additions to the existing words in the Land Development Regulations.

c. Maximum height:

* * *

ii. Accessory use: Accessory buildings that are detached or not physically and permanently attached to the principal building with ~~integrated structural elements including finished exterior and interior walls, an~~ **a structurally interconnected** ~~attached~~ roof~~, and enclosed and finished air-conditioned interior space~~ that provides interconnectivity between the principal and accessory uses shall not exceed 14 feet in height at a minimum required setback of 15 feet and shall not exceed 18 feet in height at a minimum required setback of 20 feet.

* * *

(d) Residential suburban estate (EU-S) district.

* * *

5. Dimensional regulations.

* * *

c. Maximum height:

* * *

ii. Accessory use: Accessory buildings that are detached or not physically and permanently attached to the principal building with ~~integrated structural elements including finished exterior and interior walls, an~~ **a structurally interconnected** ~~attached~~ roof~~, and enclosed and finished air-conditioned interior space~~ that provides interconnectivity between the principal and accessory uses shall not exceed 14 feet in height at a minimum required setback of 15 feet and shall not exceed 18 feet in height at a minimum required setback of 20 feet.

* * *

(e) Residential modified estate (EU-M) district.

* * *

5. Dimensional regulations.

* * *

ii. Accessory use: Accessory buildings that are detached or not physically and permanently attached to the principal building with ~~integrated structural elements including finished exterior and interior walls, an~~ **a structurally interconnected** ~~attached~~ roof~~, and enclosed and finished air-conditioned interior space~~ that provides interconnectivity between the principal and accessory uses shall not exceed 14 feet in height.

* * *

ARTICLE 5. - ADDITIONAL REGULATIONS

Div. 5.5. - Fences, walls and hedges.

Note:
~~Strikethrough words~~ are deletions to the existing words in the Land Development Regulations. .
Underlined words are additions to the existing words in the Land Development Regulations.

* * *

(c) Visibility triangle. All driveway/roadway entrances and exits shall be constructed and maintained so that vehicles can enter, exit and travel along the roadways without posing danger to occupants, pedestrians or other vehicles. To this end, structures and landscaping shall not obscure the visibility triangle and shall not exceed 2.5 feet in height within the triangle of visibility. Notwithstanding the foregoing, one concrete column may be erected within the triangle next to the driveway but it may not be taller than eight feet or wider than ~~16~~ **24** inches by ~~16~~ **24** inches, including any finishing materials.

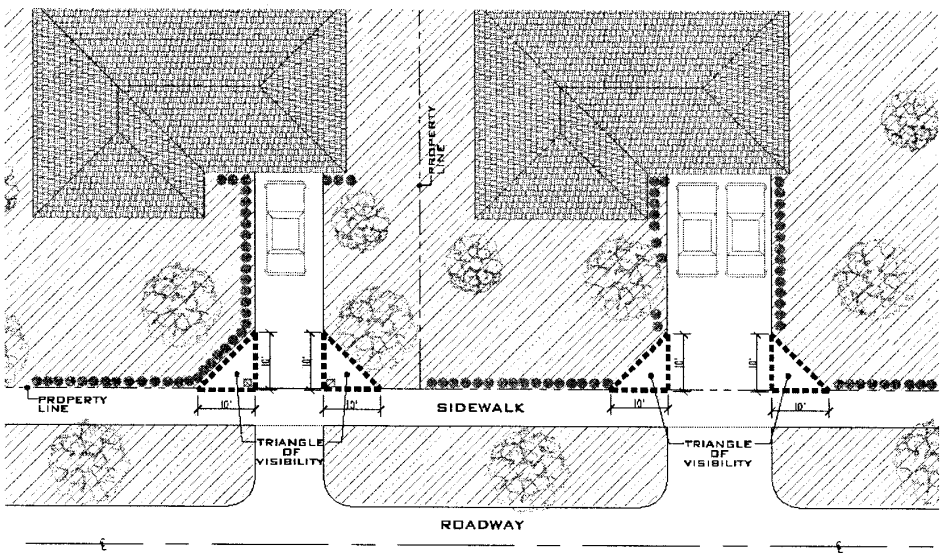
* * *

Div. 5.16. - Regulations of obstructions to visibility.

* * *

(f) Triangle of visibility criteria. All driveway/roadway entrances and exits shall be constructed and maintained so that vehicles can enter, exit and travel along the roadways without posing a danger to occupants, pedestrians or other vehicles. To this end, structures and landscaping shall not obscure the visibility triangle as shown in the following exhibit:

Note:
~~Strikethrough words~~ are deletions to the existing words in the Land Development Regulations. .
Underlined words are additions to the existing words in the Land Development Regulations.



TRIANGLE OF VISIBILITY

ALL DRIVEWAY / ROADWAY ENTRANCES AND EXITS SHALL BE CONSTRUCTED AND MAINTAINED SO THAT VEHICLES CAN ENTER, EXIT, AND TRAVEL ALONG THE ROADWAYS WITHOUT POSING DANGER TO OCCUPANTS, PEDESTRIANS, OR OTHER VEHICLES.

Structures and Landscaping shall not obscure the visibility triangle and shall not exceed 2.5 feet in height within the triangle of visibility, except (1) concrete column may be erected within the triangle next to the driveway but it may not be taller than 8 feet or wider than ~~18"~~ **24" x ~~18"~~ 24"** including any finishing materials.

ON CORNERS AND AT STREET INTERSECTIONS, THE DISTANCES ALONG EACH STREET SHALL APPLY...

SAFE DISTANCE TRIANGLE OF VISIBILITY			
FUNCTIONAL CLASSIFICATION OF THROUGH STREET	LEFT ' (ft.)	RIGHT ' (ft.)	DEPTH OF MINOR STREET '' (ft.)
LOCAL (50 OR LESS RIGHT-OF-WAY)	0 '''	0 '''	0 '''
COLLECTOR (60-70 RIGHT-OF-WAY)	190	40	7
ARTERIAL (80 OR RIGHT-OF-WAY)	260	40	7

' Visibility distances measured from center line of minor street, along right-of-way line of through street.

'' Depth visibility on minor street measured from right-of-way line of through street, along center line of minor street (public or private street).

''' Visibility triangle lies within the public right-of-way.

* * *

Section 3. Inclusion in the Code of Ordinances.

It is the intention of the Village Council and it is hereby ordained that the amendments to the Code of Ordinances and Land Development Regulations made by this

Note:
~~Strikethrough words~~ are deletions to the existing words in the Land Development Regulations.
Underlined words are additions to the existing words in the Land Development Regulations.

Ordinance shall become part of the Code of Ordinances, and that the sections of this Ordinance may be renumbered and relettered as necessary, and that the word "Ordinance" may be changed to "Section", "Article" or other appropriate word.

Section 4. Conflicts.

All ordinances or parts of ordinances and all resolutions or parts of resolutions in conflict with the provisions of this Ordinance are hereby repealed.

Section 5. Severability.

If any section, clause, sentence or phrase of this Ordinance is for any reason held invalid or unconstitutional by a court of competent jurisdiction, the holding shall not affect the validity of the remaining portions of this Ordinance.

Section 6. Effective Date

This Ordinance shall be effective immediately upon passage by the Village Council on second reading.

PASSED on first reading this 16th day of February, 2016.

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

_____

Cindy Lerner, Mayor

Note:
~~Strikethrough words~~ are deletions to the existing words in the Land Development Regulations. .
Underlined words are additions to the existing words in the Land Development Regulations.

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:

Note:
~~Strikethrough words~~ are deletions to the existing words in the Land Development Regulations. .
Underlined words are additions to the existing words in the Land Development Regulations.

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

MEMORANDUM
Department of Building and Planning

DATE: February 10, 2016

TO: Yocelyn Galiano, ICMA-CM, LEED-GA
Village Manager

FROM: Stephen R. Olmsted, AICP, LEED-GA
Planning Director

RE: Village of Pinecrest Code of Ordinances
Chapter 30, Land Development Regulations

The Village Council recently agreed to consider two (2) proposed amendments of the Village's Land Development regulations as proposed by Councilmember Doug Kraft including amendments to Division 4.2, "Residential Districts" concerning attachment of accessory buildings and Divisions 5.5 and 5.16 concerning the maximum permitted width of columns in the required triangle of visibility at intersections of driveways and adjoining streets. The Local Planning Agency (LPA) and Village Council are scheduled to meet on February 16, 2016 to review the proposed amendments to the Village's Land Development Regulations. A brief summary of the potential amendments is provided as follows:

Article 4, Zoning District Regulations

Division 4.2, Residential Districts – Division 4.2 of the Land Development Regulations includes planning and zoning regulations related to the development of residential properties in the Village of Pinecrest. In 2014, the Village Council amended the permitted height of accessory buildings to include an option to increase the height of a detached accessory structure in circumstances where the minimum required setback is increased from 15 feet to 20 feet. Additionally, the approved amendment also includes a definition of "attached" that requires an attached accessory structure to be physically and permanently attached with integrated structural elements including finished exterior and interior walls, an attached roof, and an enclosed and finished air-conditioned hallway that provides interconnectivity between the principal and accessory uses. "Attached" accessory structures are permitted to be constructed to the maximum height of the principal residence which is 35 feet for a two story structure in the EU-1C, EU-1, EU-S, and EU-M Estate zoning districts.

Councilmember Doug Kraft is requesting consideration of an amendment to the Land Development Regulations that would require attached accessory structures to be attached by a "structurally interconnected roof" only and eliminate the existing requirement that the connection include finished exterior and interior walls and enclosed and finished air-conditioned interior space. The proposed amendment would give architects and contractors the option of designing separate quarters for guests, or other accessory structures, at a maximum height of 35 feet provided the accessory structure is attached by means of a covered breezeway including a structurally interconnected roof.

Article 5, Additional Regulations

Division 5.5, Fences, Walls, and Hedges and Division 5.16, Regulations of Obstructions to Visibility – Councilmember Kraft is requesting consideration of an amendment to the Land Development Regulations to allow for an increase in the maximum permitted width of a column in the required triangle of visibility from 16 inches to 24 inches.

The Land Development Regulations require that a "triangle of visibility" be maintained on both sides of a driveway, at the intersection of a driveway and public street. The required triangle measures 10 feet in both directions from the point of intersection. The purpose of the required triangle is to allow clear visibility of oncoming traffic from the driveway and clear visibility of a car in the driveway from the adjoining street.

The required triangle of visibility is required to remain free of any obstacles above a height of 30 inches except for one concrete column that does not exceed 8 feet in height or 16 inches in width, allowing for the construction of a fence and gate at the property line. The Building and Planning Department has researched code requirements of Miami-Dade County, Coral Gables, and Palmetto Bay and found that they do not permit any obstructions in the required triangle of visibility above a height of 30 inches.

The standard width of an unfinished concrete block is 15 and 5/8 inches. Application of a one-half inch coating of stucco and paint increases the width of a column to 16 and 5/8 inches or 5/8 inches more than the maximum permitted width. Application of a 1 and ½ inch layer of grout and decorative tile to an unfinished concrete column would increase the width to 18 and 5/8 inches. If the Village Council elects to increase the maximum permitted width of columns in the triangle of visibility to allow the use of standard-width concrete block and stucco or tile finishes, staff recommends that the maximum width of the finished columns in the visibility triangle be limited to 19 inches.

A draft ordinance for consideration by the Local Planning Agency and Village Council at first reading is attached. If approved at first reading and following revision of the proposed ordinance to address comments and requirements of the Village Council, the proposed

ordinance will be scheduled for the Village Council's consideration at second reading on March 8, 2016.

All potential text amendments are indicated in strike-through and underline format and are highlighted in yellow.

If you have questions or require additional information regarding the draft amendments, please let me know.

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TAB 5

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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 16th day of February, 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:

TAB 6

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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 ~~V~~ 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 7

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Item No.	Action Initiation Date	Councilmember or Staff Member	Topic of Follow-up	Department Assigned
1	3/19/2013	Village Council	Implementation of Phase 1 of Safe Routes to School Project	Public Works Department
Status	June 2016: Modifications to parking area adjacent to flower shop. February 2016: County requested revised plans for the speed feedback signs. Consulting engineer in the process of designing the changes. Anticipate substantial completion of the project this month. January 2016: Anticipate substantial completion of project. November 30, 2015: Adjustment to the sidewalk in the vicinity of 97th Street will be made after removal of existing hedge. November 4, 2015: Sidewalk construction along SW 57th Avenue is in progress. The contractor has 70 days to complete the project September 23, 2015: Construction started along SW 57th Avenue, north of SW 100 St September 2, 2015: The Village issues notice to proceed. 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. 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. May 15, 2015: State provided Notice to Proceed on construction of Phase 1. April 14, 2015: Council decided to proceed with construction of Phase 1 and design of Phase 2. 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. March 30, 2015: State advised failure to build the sidewalks slated for Phase 1 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. 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. February 20, 2015: Will receive responses for construction bid. February 10, 2015: The Village Council will hear a presentation regarding the Safe Routes to School Plan (all phases) during the regular meeting. February 4, 2015: Pre-bid conference. December 1, 2014: Bid was advertised. November 24, 2014: FDOT issued the Notice to Proceed after approving the bid documents. June 9, 2014: Completed design of the Phase 1 will be submitted for review to the State, County and Village. May 30, 2014: Village received a revised schedule for project completion. The design should be completed during the week of June 9th. 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. December 23, 2013: The Village Manager executed the contract for design of Phase 1 improvements. December 10, 2013: The Village Council will consider a resolution awarding the contract for design of the Phase 1 improvements. November 12, 2013: Contract negotiations are underway with David Plummer and Associates. October 8, 2013: The Village Council awarded of the Phase 1 design contract to David Plummer and Associates. September 6, 2013: The Village will receive responses to the RFQ. August 19, 2013: Request for Qualifications was sent out for design of Phase 1 of the Safe Routes to School Program.			

	August 18, 2013: The Village is awaiting the final review by FDOT of the proposed RFQ document for compliance with LAP agreement parameters. July 2, 2013: Assistant Village Manager received comments from FDOT regarding the proposed RFQ document. June 2013: Village staff is working with FDOT representatives to develop a Request for Qualifications for the design of the Phase 1 improvements of Safe Routes to School program. 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. March 27, 2013: The Village Manager executed the LAP agreement with FDOT. 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 1 implementation.			
Item No.	Action Initiation Date	Councilmember or Staff Member	Topic of Follow-up	Department Assigned
2	4/14/2015	Village Council	Implementation of Phase 2 of Safe Routes to School Project	Public Works Department
Status	September 2016: Anticipate completion of design. May 10, 2016: Anticipate award of design contract by the Village Council. April 12, 2016: Anticipate bringing recommendation to authorize Village Manager to enter into negotiations with the number one ranked firm. March 2016: Receive responses to RFQ for Engineers. February 12, 2016: Anticipate issuance of RFQ for Engineers. November 3, 2015: Received a quote from David Plummer and Associate (designer for Phase 1) for the completion of design for Phase 2 of the project. The proposal was for $99,000. Because of the cost, the Village Manager directed that a Request for Qualifications be issued to obtain a list of respondents. July – November 2015: Awaiting clarification from Miami-Dade County Public Works Department regarding design for speed feedback signage. October 1, 2015: A total of $30,000 was budgeted in FY 2015-16 Budget for design of Phase 2. June 22, 2015: The Administrative Services Manager requested a proposal from David Plummer and Associates for Phase 2 of the Project. April 14, 2015: The Village Council authorized the Village Manager to proceed with design of Phase 2 of the Safe Routes to School Project.			
Item No.	Action Initiation Date	Councilmember or Staff Member	Topic of Follow-up	Department Assigned
3	7/12/2011	Village Council	Old Cutler Road Bike Path	Office of the Village Manager
Status	March 2017: Anticipated completion of construction. December 2016: Anticipate completion in the Village limits. September 8, 2015: Construction started at SW 136th St (in Pinecrest), east of SW 67th Avenue, going north along Old Cutler Road. February 3, 2015: Board of County Commissioner's awarded the project contract to Arce Engineering and Construction. January 2015: Will appear before the CITT Board for funding allocation. 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).			

	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. July 16, 2014: Village Manager requested a status update on the project from Miami-Dade County. 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. January 27, 2014: The County offered additional clarification on project delays. 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, 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
4	9/23/2014	Village Council	Community Center Expansion	Office of the Village Manager and Parks and Recreation Department
Status	August 2016: Commencement of construction of expansion will commence after summer camps are over. 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: Anticipate plans to be 100% completed. February 9, 2016: Public Works Director and Parks and Recreation Director will meet with Consulting Architect Hiesenbottle to finalize the construction plans. 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.			
Item No.	Action Initiation Date	Councilmember or Staff Member	Topic of Follow-up	Department Assigned
5	9/23/2014	Village Council	Coral Pine Park Improvements	Office of the Village Manager and Parks and Recreation Department
Status	January 2017: Expect substantial completion of the construction. April 2016: Anticipate construction to commence. Ground breaking ceremony will be scheduled during that month (date to be announced). February 2016: Permit reviews will commence. February 12, 2016: Anticipate deliver of 90% completed plans. 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. 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.) 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.			
Item No.	Action Initiation Date	Councilmember or Staff Member	Topic of Follow-up	Department Assigned
6	9/23/2014	Village Council	Pinecrest Gardens Parking Lot Drainage Improvements	Office of the Village Manager and Public Works Department
Status	May 2016: Installation of the drainage improvements will commence. April 15, 2016: Notice to Proceed will be issued. March 8, 2016: Agenda item to authorize the Village Manager to enter into a piggy back contract with the construction company that will be installing the pave drain system. February 2016: Public Works is finalizing the proposal for a design build contract. December 2015: Public Works Director Spanioli contacted Titan America to commence design and construction of the project. October 1, 2015: Balance of funding to cover the full cost of the project was included in the FY 2015-16 Budget. February 2, 2015: The Village Manager communicated with Titan America regarding the delay for the project. 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. January 9, 2015: The Village Manager contacted Titan America to follow-up with regards to the receipt of a quote for the project. 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. 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. 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. October 30, 2014: Village Manager received an email from Titan America inquiring as to status of commencement of this project. October 5, 2014: Village Manager met with representatives from Titan America to review the project. 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.			
Item No.	Action Initiation Date	Councilmember or Staff Member	Topic of Follow-up	Department Assigned
7	9/23/2014	Village Council	Kendall Drive Median Beautification Project	Office of the Village Manager and Public Works Department
Status	February 2016: Plans are still being reviewed by Miami-Dade County. January 2016: County review of plans December 2015: Completion of design October 13, 2015: O'leary Design and Associates provided options for lighting along the corridor and entrance signage concepts. July 7, 2015: O'leary Design and Associates will provide a presentation to the Village Council regarding the project concepts. March 17, 2015: Design contract was awarded to O'leary Design and Associates by the Village Council. 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. 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. January 14, 2015: The Selection Committee members received copies of the submittals and must review and score by January 30th. December 16, 2014: The Village received 9 proposals in response to the Request for Qualifications for landscape architects. September 23, 2014: The Village Council approved the FY 2014-15 Budget which allocated $175,000 for design and construction of the improvements.			
Item No.	Action Initiation Date	Councilmember or Staff Member	Topic of Follow-up	Department Assigned
8	9/23/2014	Village Council	US 1 Median Beautification Project	Office of the Village Manager and Public Works Department
Status	May 2016: Anticipate completion of design. December 18, 2015: The Village Manager and Public Works Director met with representatives from O'Leary Design and Associates to discuss			

	some project challenges and provide additional direction to the consultant. August 24, 2015: The Village Manager and Public Works Director met with representatives from O'Leary Design and Associates to review the project scope. June 19, 2015: The Village Manager executed the contract for the project design. June 9, 2015: Award of the design contract for the US 1 Median Beautification Project with O'Leary Design and Associates. 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 1 Median Beautification Project with the number one ranked firm, O'Leary Design and Associates. 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. January 15, 2015: The Selection Committee members received copies of the submittals and must review and score by February 6th. December 17, 2014: The Village received 9 proposals in response to the Request for Qualifications for landscape architects. November 23, 2014: The Village issued the Request for Qualifications for landscape architects to develop design plans for the beautification of US 1 Median. September 23, 2014: The Village Council approved the FY 2014-15 Budget which allocated $300,000 for design and construction of the improvements.			
Item No.	Action Initiation Date	Councilmember or Staff Member	Topic of Follow-up	Department Assigned
9	10/14/2014	Village Council	Street Repaving Program - Phase 2	Office of the Village Manager and Public Works Department
Status	March 2016: Anticipate project completion. November 4, 2015: 85% completed. October 1, 2015: 70% completed. September 14, 2015: 60% completed. July 30, 2015: Phase 2 commenced. June 30, 2015: Phase 1 completed.			
Item No.	Action Initiation Date	Councilmember or Staff Member	Topic of Follow-up	Department Assigned
10	11/10/2015	Village Council	SW 132 Street Sidewalk Project	Office of the Village Manager and Public Works Department
Status	March 8, 2016: Council will consider final approval of the project. January 2016: Sidewalk were marked along the right-of-way and letters were sent to residents with instructions to contact Public Works with comments. The department was contacted by two property owners and the Public Works Director met with each property owner to review options available should the Village Council decide to proceed with the project. 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.			

Item No.	Action Initiation Date	Councilmember or Staff Member	Topic of Follow-up	Department Assigned
11	10/1/2015	Village Council	Cypress Hall Renovation	Office of the Village Manager and Building and Planning Department
Status	October 2016: Anticipate completion of the construction. May 2016: Commencement of construction. April 12, 2016: Anticipate Council award of construction contract. March 2016: Staff will review the results of the Invitation to Bid and prepare a recommendation for award of contract to a contractor. February 2016: Anticipate completion of the construction plans. An Invitation to Bid will be announced for the construction of the Cypress Hall space. October 30, 2015: Drawings for the renovation of Cypress Hall commenced.			

Budget by Organization Report

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Prior Fiscal Year Activity Excluded
Detail Listing

Classification	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 - .**									
Taxes	12,326,670.00	.00	12,326,670.00	563,851.02	.00	8,679,012.01	3,647,657.99	70	11,882,288.79
Licenses and Permits	3,431,570.00	.00	3,431,570.00	203,866.68	.00	803,910.47	2,627,659.53	23	3,667,364.91
Intergovernmental	2,018,390.00	.00	2,018,390.00	173,254.91	.00	571,439.25	1,446,950.75	28	2,037,429.92
Charges for Services	2,000,990.00	.00	2,000,990.00	95,080.25	.00	648,731.68	1,352,258.32	32	2,065,121.21
Fines and Forfeitures	1,551,100.00	.00	1,551,100.00	24,503.26	.00	289,811.86	1,261,288.14	19	510,234.75
Interest	15,000.00	.00	15,000.00	9.30	.00	6,667.09	8,332.91	44	30,763.77
Miscelleanous	301,000.00	.00	301,000.00	38,051.29	.00	53,151.85	247,848.15	18	149,229.11
Other sources of revenue	.00	.00	.00	.00	.00	.00	.00	+++	.00
Department **000 - .** Totals	$21,644,720.00	$0.00	$21,644,720.00	$1,098,616.71	$0.00	$11,052,724.21	$10,591,995.79	51%	$20,342,432.46
REVENUE TOTALS	$21,644,720.00	$0.00	$21,644,720.00	$1,098,616.71	$0.00	$11,052,724.21	$10,591,995.79	51%	$20,342,432.46
EXPENSE									
Department **000 - .**									
Operational Expenditures	.00	.00	.00	.00	.00	.00	.00	+++	.00
Other financing uses	2,857,490.00	.00	2,857,490.00	.00	.00	174,030.34	2,683,459.66	6	2,425,022.20
Department **000 - .** Totals	$2,857,490.00	$0.00	$2,857,490.00	$0.00	$0.00	$174,030.34	$2,683,459.66	6%	$2,425,022.20
Department **511 - Village Council**									
Operational Expenditures	165,630.00	.00	165,630.00	10,623.99	.00	61,814.78	103,815.22	37	160,127.43
Capital Outlay	.00	.00	.00	.00	.00	.00	.00	+++	.00
Grants in Aid	65,000.00	.00	65,000.00	20,000.00	.00	30,495.53	34,504.47	47	63,956.75
Department **511 - Village Council** Totals	$230,630.00	$0.00	$230,630.00	$30,623.99	$0.00	$92,310.31	$138,319.69	40%	$224,084.18
Department **512 - Administrative**									
Personnel Services	878,850.00	.00	878,850.00	73,025.96	.00	253,799.75	625,050.25	29	833,942.50
Operational Expenditures	52,110.00	.00	52,110.00	8,176.46	.00	24,062.21	28,047.79	46	100,015.28
Capital Outlay	.00	.00	.00	.00	.00	.00	.00	+++	.00
Department **512 - Administrative** Totals	$930,960.00	$0.00	$930,960.00	$81,202.42	$0.00	$277,861.96	$653,098.04	30%	$933,957.78
Department **513 - Finance Department**									
Personnel Services	319,360.00	.00	319,360.00	29,240.28	.00	93,788.77	225,571.23	29	295,059.50
Operational Expenditures	49,990.00	.00	49,990.00	.00	.00	2,185.23	47,804.77	4	43,841.33
Capital Outlay	.00	.00	.00	.00	.00	.00	.00	+++	.00
Department **513 - Finance Department** Totals	$369,350.00	$0.00	$369,350.00	$29,240.28	$0.00	$95,974.00	$273,376.00	26%	$338,900.83
Department **514 - Village Attorney**									
Operational Expenditures	420,000.00	.00	420,000.00	5,974.17	.00	93,775.76	326,224.24	22	431,578.23
Department **514 - Village Attorney** Totals	$420,000.00	$0.00	$420,000.00	$5,974.17	$0.00	$93,775.76	$326,224.24	22%	$431,578.23
Department **519 - General Government**									
Personnel Services	472,070.00	.00	472,070.00	40,241.40	.00	139,563.51	332,506.49	30	441,045.10
Operational Expenditures	1,100,760.00	.00	1,100,760.00	125,003.71	.00	491,288.56	609,471.44	45	1,077,176.66
Capital Outlay	48,000.00	.00	48,000.00	.00	13,200.00	.00	34,800.00	28	113,194.78
Grants in Aid	.00	.00	.00	.00	.00	.00	.00	+++	.00

Budget by Organization Report

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Detail Listing

Classification	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**									
EXPENSE									
Department **519 - General Government** Totals	$1,620,830.00	$0.00	$1,620,830.00	$165,245.11	$13,200.00	$630,852.07	$976,777.93	40%	$1,631,416.54
Department **521 - Police Department**									
Personnel Services	7,784,290.00	85,250.00	7,869,540.00	580,899.87	.00	2,257,949.37	5,611,590.63	29	6,874,599.39
Operational Expenditures	830,870.00	3,000.00	833,870.00	68,135.73	.00	275,655.84	558,214.16	33	580,566.77
Capital Outlay	868,070.00	12,580.00	880,650.00	122,233.22	141,760.50	201,334.62	537,554.88	39	448,823.66
Grants in Aid	4,170.00	.00	4,170.00	.00	.00	2,615.16	1,554.84	63	3,440.15
Department **521 - Police Department** Totals	$9,487,400.00	$100,830.00	$9,588,230.00	$771,268.82	$141,760.50	$2,737,554.99	$6,708,914.51	30%	$7,907,429.97
Department **524 - Building, Planning & Zoning -BPZ**									
Personnel Services	1,380,730.00	.00	1,380,730.00	127,370.18	.00	411,038.11	969,691.89	30	1,293,581.20
Operational Expenditures	434,120.00	47,900.00	482,020.00	49,938.31	.00	166,473.94	315,546.06	35	548,894.68
Capital Outlay	.00	.00	.00	.00	.00	.00	.00	+++	62,928.67
Department **524 - Building, Planning & Zoning -BPZ** Totals	$1,814,850.00	$47,900.00	$1,862,750.00	$177,308.49	$0.00	$577,512.05	$1,285,237.95	31%	$1,905,404.55
Department **539 - Public Works**									
Personnel Services	550,680.00	.00	550,680.00	50,190.04	.00	171,462.14	379,217.86	31	462,838.54
Operational Expenditures	173,840.00	.00	173,840.00	20,346.23	.00	66,366.79	107,473.21	38	205,406.37
Capital Outlay	.00	.00	.00	.00	.00	.00	.00	+++	.00
Grants in Aid	.00	.00	.00	.00	.00	.00	.00	+++	.00
Department **539 - Public Works** Totals	$724,520.00	$0.00	$724,520.00	$70,536.27	$0.00	$237,828.93	$486,691.07	33%	$668,244.91
Department **572 - Parks and Recreation**									
Personnel Services	988,220.00	.00	988,220.00	80,715.43	.00	274,296.91	713,923.09	28	872,178.76
Operational Expenditures	1,299,390.00	.00	1,299,390.00	75,244.24	.00	426,569.52	872,820.48	33	1,368,029.95
Capital Outlay	.00	.00	.00	.00	.00	.00	.00	+++	.00
Grants in Aid	.00	.00	.00	.00	.00	.00	.00	+++	.00
Department **572 - Parks and Recreation** Totals	$2,287,610.00	$0.00	$2,287,610.00	$155,959.67	$0.00	$700,866.43	$1,586,743.57	31%	$2,240,208.71
Department **575 - Pinecrest Gardens**									
Personnel Services	1,256,110.00	.00	1,256,110.00	101,686.06	.00	352,849.13	903,260.87	28	1,139,556.88
Operational Expenditures	854,050.00	.00	854,050.00	86,418.78	.00	355,865.79	498,184.21	42	785,296.36
Capital Outlay	.00	.00	.00	.00	.00	.00	.00	+++	.00
Department **575 - Pinecrest Gardens** Totals	$2,110,160.00	$0.00	$2,110,160.00	$188,104.84	$0.00	$708,714.92	$1,401,445.08	34%	$1,924,853.24
EXPENSE TOTALS	$22,853,800.00	$148,730.00	$23,002,530.00	$1,675,464.06	$154,960.50	$6,327,281.76	$16,520,287.74	28%	$20,631,101.14
Fund **001 - General Fund** Totals									
REVENUE TOTALS	21,644,720.00	.00	21,644,720.00	1,098,616.71	.00	11,052,724.21	10,591,995.79	51	20,342,432.46
EXPENSE TOTALS	22,853,800.00	148,730.00	23,002,530.00	1,675,464.06	154,960.50	6,327,281.76	16,520,287.74	28	20,631,101.14
Fund **001 - General Fund** Totals	($1,209,080.00)	($148,730.00)	($1,357,810.00)	($576,847.35)	($154,960.50)	$4,725,442.45	($5,928,291.95)		($288,668.68)

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Detail Listing

Classification	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 - .**									
Licenses and Permits	49,000.00	.00	49,000.00	876.14	.00	6,602.00	42,398.00	13	38,391.59
Intergovernmental	.00	.00	.00	.00	.00	.00	.00	+++	.00
Charges for Services	919,590.00	.00	919,590.00	106,861.72	.00	219,702.54	699,887.46	24	637,274.36
Interest	1,000.00	.00	1,000.00	.00	.00	306.20	693.80	31	1,224.89
Miscelleanous	.00	.00	.00	.00	.00	.00	.00	+++	.00
Department **000 - .** Totals	$969,590.00	$0.00	$969,590.00	$107,737.86	$0.00	$226,610.74	$742,979.26	23%	$676,890.84
REVENUE TOTALS	$969,590.00	$0.00	$969,590.00	$107,737.86	$0.00	$226,610.74	$742,979.26	23%	$676,890.84
EXPENSE									
Department **538 - Stormwater**									
Operational Expenditures	384,010.00	.00	384,010.00	18,314.19	.00	121,748.78	262,261.22	32	841,338.42
Capital Outlay	193,000.00	170,000.00	363,000.00	134,980.00	46,000.00	146,627.86	170,372.14	53	.00
Other financing uses	.00	.00	.00	.00	.00	.00	.00	+++	.00
Department **538 - Stormwater** Totals	$577,010.00	$170,000.00	$747,010.00	$153,294.19	$46,000.00	$268,376.64	$432,633.36	42%	$841,338.42
EXPENSE TOTALS	$577,010.00	$170,000.00	$747,010.00	$153,294.19	$46,000.00	$268,376.64	$432,633.36	42%	$841,338.42
Fund **101 - Stormwater Utility Fund** Totals									
REVENUE TOTALS	969,590.00	.00	969,590.00	107,737.86	.00	226,610.74	742,979.26	23	676,890.84
EXPENSE TOTALS	577,010.00	170,000.00	747,010.00	153,294.19	46,000.00	268,376.64	432,633.36	42	841,338.42
Fund **101 - Stormwater Utility Fund** Totals	$392,580.00	($170,000.00)	$222,580.00	($45,556.33)	($46,000.00)	($41,765.90)	$310,345.90		($164,447.58)

Budget by Organization Report

Through 01/31/16
Prior Fiscal Year Activity Excluded
Detail Listing

Classification	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 -** .									
Licenses and Permits	.00	.00	.00	.00	.00	.00	.00	+++	.00
Intergovernmental	1,437,820.00	.00	1,437,820.00	40,936.92	.00	197,019.91	1,240,800.09	14	1,076,031.72
Interest	4,000.00	.00	4,000.00	.00	.00	1,291.83	2,708.17	32	10,230.48
Other sources of revenue	.00	.00	.00	.00	.00	.00	.00	+++	.00
Department **000 -** . Totals	$1,441,820.00	$0.00	$1,441,820.00	$40,936.92	$0.00	$198,311.74	$1,243,508.26	14%	$1,086,262.20
REVENUE TOTALS	$1,441,820.00	$0.00	$1,441,820.00	$40,936.92	$0.00	$198,311.74	$1,243,508.26	14%	$1,086,262.20
EXPENSE									
Department **000 -** .									
Other financing uses	.00	.00	.00	.00	.00	.00	.00	+++	983,294.00
Department **000 -** . Totals	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	+++	$983,294.00
Department **541 - Transportation**									
Operational Expenditures	395,440.00	62,406.00	457,846.00	5,604.38	20,210.17	15,954.49	421,681.34	8	242,692.33
Capital Outlay	2,010,400.00	786,000.00	2,796,400.00	3,782.17	220,681.28	204,445.27	2,371,273.45	15	1,893,012.01
Other financing uses	25,990.00	.00	25,990.00	.00	.00	.00	25,990.00	0	25,990.00
Department **541 - Transportation** Totals	$2,431,830.00	$848,406.00	$3,280,236.00	$9,386.55	$240,891.45	$220,399.76	$2,818,944.79	14%	$2,161,694.34
EXPENSE TOTALS	$2,431,830.00	$848,406.00	$3,280,236.00	$9,386.55	$240,891.45	$220,399.76	$2,818,944.79	14%	$3,144,988.34
Fund **102 - Transportation Fund** Totals									
REVENUE TOTALS	1,441,820.00	.00	1,441,820.00	40,936.92	.00	198,311.74	1,243,508.26	14	1,086,262.20
EXPENSE TOTALS	2,431,830.00	848,406.00	3,280,236.00	9,386.55	240,891.45	220,399.76	2,818,944.79	14	3,144,988.34
Fund **102 - Transportation Fund** Totals	($990,010.00)	($848,406.00)	($1,838,416.00)	$31,550.37	($240,891.45)	($22,088.02)	($1,575,436.53)		($2,058,726.14)

Budget by Organization Report

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Detail Listing

Classification	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 - .**									
Fines and Forfeitures	5,140.00	.00	5,140.00	255.43	.00	533.15	4,606.85	10	11,140.17
Interest	.00	.00	.00	.00	.00	.07	(.07)	+++	.00
Department **000 - .** Totals	$5,140.00	$0.00	$5,140.00	$255.43	$0.00	$533.22	$4,606.78	10%	$11,140.17
REVENUE TOTALS	$5,140.00	$0.00	$5,140.00	$255.43	$0.00	$533.22	$4,606.78	10%	$11,140.17
EXPENSE									
Department **521 - Police Department**									
Operational Expenditures	9,010.00	.00	9,010.00	1,105.00	.00	4,200.00	4,810.00	47	7,542.31
Department **521 - Police Department** Totals	$9,010.00	$0.00	$9,010.00	$1,105.00	$0.00	$4,200.00	$4,810.00	47%	$7,542.31
EXPENSE TOTALS	$9,010.00	$0.00	$9,010.00	$1,105.00	$0.00	$4,200.00	$4,810.00	47%	$7,542.31
Fund **103 - Police Education Fund** Totals									
REVENUE TOTALS	5,140.00	.00	5,140.00	255.43	.00	533.22	4,606.78	10	11,140.17
EXPENSE TOTALS	9,010.00	.00	9,010.00	1,105.00	.00	4,200.00	4,810.00	47	7,542.31
Fund **103 - Police Education Fund** Totals	($3,870.00)	$0.00	($3,870.00)	($849.57)	$0.00	($3,666.78)	($203.22)		$3,597.86

Budget by Organization Report

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Detail Listing

Classification	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 - .**									
Fines and Forfeitures	.00	.00	.00	.00	.00	15,106.94	(15,106.94)	+++	34,285.02
Interest	.00	.00	.00	.00	.00	1.28	(1.28)	+++	.27
Department **000 - .** Totals	$0.00	$0.00	$0.00	$0.00	$0.00	$15,108.22	($15,108.22)	+++	$34,285.29
REVENUE TOTALS	$0.00	$0.00	$0.00	$0.00	$0.00	$15,108.22	($15,108.22)	+++	$34,285.29
EXPENSE									
Department **521 - Police Department**									
Operational Expenditures	.00	.00	.00	.00	.00	.00	.00	+++	.00
Capital Outlay	.00	51,090.00	51,090.00	25,015.00	.00	25,015.00	26,075.00	49	.00
Department **521 - Police Department** Totals	$0.00	$51,090.00	$51,090.00	$25,015.00	$0.00	$25,015.00	$26,075.00	49%	$0.00
EXPENSE TOTALS	$0.00	$51,090.00	$51,090.00	$25,015.00	$0.00	$25,015.00	$26,075.00	49%	$0.00
Fund **104 - Police Forfeiture Fund** Totals									
REVENUE TOTALS	.00	.00	.00	.00	.00	15,108.22	(15,108.22)	+++	34,285.29
EXPENSE TOTALS	.00	51,090.00	51,090.00	25,015.00	.00	25,015.00	26,075.00	49	.00
Fund **104 - Police Forfeiture Fund** Totals	$0.00	($51,090.00)	($51,090.00)	($25,015.00)	$0.00	($9,906.78)	($41,183.22)		$34,285.29

Budget by Organization Report

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Detail Listing

Classification	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 - .**									
Intergovernmental	53,520.00	.00	53,520.00	(219.51)	.00	(211.08)	53,731.08	0	47,503.53
Interest	.00	.00	.00	.00	.00	1.50	(1.50)	+++	.01
Other sources of revenue	115,000.00	.00	115,000.00	.00	.00	115,000.00	.00	100	8,000.00
Department **000 - .** Totals	$168,520.00	$0.00	$168,520.00	($219.51)	$0.00	$114,790.42	$53,729.58	68%	$55,503.54
REVENUE TOTALS	$168,520.00	$0.00	$168,520.00	($219.51)	$0.00	$114,790.42	$53,729.58	68%	$55,503.54
EXPENSE									
Department **521 - Police Department**									
Operational Expenditures	85,640.00	.00	85,640.00	5,258.15	.00	25,705.56	59,934.44	30	64,300.48
Capital Outlay	91,260.00	.00	91,260.00	.00	68,218.79	3,980.00	19,061.21	79	.00
Department **521 - Police Department** Totals	$176,900.00	$0.00	$176,900.00	$5,258.15	$68,218.79	$29,685.56	$78,995.65	55%	$64,300.48
EXPENSE TOTALS	$176,900.00	$0.00	$176,900.00	$5,258.15	$68,218.79	$29,685.56	$78,995.65	55%	$64,300.48
Fund **105 - Hardwire, 911 Fund** Totals									
REVENUE TOTALS	168,520.00	.00	168,520.00	(219.51)	.00	114,790.42	53,729.58	68	55,503.54
EXPENSE TOTALS	176,900.00	.00	176,900.00	5,258.15	68,218.79	29,685.56	78,995.65	55	64,300.48
Fund **105 - Hardwire, 911 Fund** Totals	($8,380.00)	$0.00	($8,380.00)	($5,477.66)	($68,218.79)	$85,104.86	($25,266.07)		($8,796.94)

Budget by Organization Report

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Detail Listing

Classification	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 - .**									
Intergovernmental	5,200.00	.00	5,200.00	29.99	.00	119.31	5,080.69	2	5,897.40
Interest	.00	.00	.00	.00	.00	.32	(.32)	+++	.16
Other sources of revenue	16,000.00	.00	16,000.00	.00	.00	.00	16,000.00	0	.00
Department **000 - .** Totals	$21,200.00	$0.00	$21,200.00	$29.99	$0.00	$119.63	$21,080.37	1%	$5,897.56
REVENUE TOTALS	$21,200.00	$0.00	$21,200.00	$29.99	$0.00	$119.63	$21,080.37	1%	$5,897.56
EXPENSE									
Department **521 - Police Department**									
Operational Expenditures	17,300.00	.00	17,300.00	960.84	.00	4,608.63	12,691.37	27	14,270.80
Capital Outlay	16,740.00	.00	16,740.00	.00	11,000.00	703.90	5,036.10	70	.00
Department **521 - Police Department** Totals	$34,040.00	$0.00	$34,040.00	$960.84	$11,000.00	$5,312.53	$17,727.47	48%	$14,270.80
EXPENSE TOTALS	$34,040.00	$0.00	$34,040.00	$960.84	$11,000.00	$5,312.53	$17,727.47	48%	$14,270.80
Fund **106 - Wireless, 911 Fund** Totals									
REVENUE TOTALS	21,200.00	.00	21,200.00	29.99	.00	119.63	21,080.37	1	5,897.56
EXPENSE TOTALS	34,040.00	.00	34,040.00	960.84	11,000.00	5,312.53	17,727.47	48	14,270.80
Fund **106 - Wireless, 911 Fund** Totals	($12,840.00)	$0.00	($12,840.00)	($930.85)	($11,000.00)	($5,192.90)	$3,352.90		($8,373.24)

Budget by Organization Report

Through 01/31/16
Prior Fiscal Year Activity Excluded
Detail Listing

Classification	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 - .**									
Intergovernmental	636,000.00	.00	636,000.00	.00	.00	751.00	635,249.00	0	147,928.20
Interest	1,000.00	.00	1,000.00	.00	.00	614.56	385.44	61	278.12
Other sources of revenue	.00	.00	.00	.00	.00	.00	.00	+++	983,294.00
Department **000 - .** Totals	$637,000.00	$0.00	$637,000.00	$0.00	$0.00	$1,365.56	$635,634.44	0%	$1,131,500.32
REVENUE TOTALS	$637,000.00	$0.00	$637,000.00	$0.00	$0.00	$1,365.56	$635,634.44	0%	$1,131,500.32
EXPENSE									
Department **541 - Transportation**									
Operational Expenditures	255,950.00	.00	255,950.00	179.96	3,425.00	51,189.78	201,335.22	21	138,247.64
Capital Outlay	1,295,000.00	140,153.00	1,435,153.00	71,678.30	301,274.64	387,094.40	746,783.96	48	97,108.05
Department **541 - Transportation** Totals	$1,550,950.00	$140,153.00	$1,691,103.00	$71,858.26	$304,699.64	$438,284.18	$948,119.18	44%	$235,355.69
EXPENSE TOTALS	$1,550,950.00	$140,153.00	$1,691,103.00	$71,858.26	$304,699.64	$438,284.18	$948,119.18	44%	$235,355.69
Fund **107 - CITT Public Transit Fund** Totals									
REVENUE TOTALS	637,000.00	.00	637,000.00	.00	.00	1,365.56	635,634.44	0	1,131,500.32
EXPENSE TOTALS	1,550,950.00	140,153.00	1,691,103.00	71,858.26	304,699.64	438,284.18	948,119.18	44	235,355.69
Fund **107 - CITT Public Transit Fund** Totals	($913,950.00)	($140,153.00)	($1,054,103.00)	($71,858.26)	($304,699.64)	($436,918.62)	($312,484.74)		$896,144.63

Budget by Organization Report

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Detail Listing

Classification	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% used/ Rec'd	Prior Year Total
Fund **108 - CITT Busway Shelter Fund**									
REVENUE									
Department **000 - .**									
Intergovernmental	.00	.00	.00	.00	.00	.00	.00	+++	.00
Interest	.00	.00	.00	.00	.00	.00	.00	+++	.00
Department **000 - .** Totals	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	+++	$0.00
REVENUE TOTALS	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	+++	$0.00
EXPENSE									
Department **000 - .**									
Other financing uses	.00	.00	.00	.00	.00	.00	.00	+++	.00
Department **000 - .** Totals	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	+++	$0.00
Department **541 - Transportation**									
Capital Outlay	.00	.00	.00	.00	.00	.00	.00	+++	.00
Department **541 - Transportation** Totals	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	+++	$0.00
EXPENSE TOTALS	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	+++	$0.00
Fund **108 - CITT 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 - CITT Busway Shelter Fund** Totals	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00		$0.00

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Classification	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 - .**									
Taxes	.00	.00	.00	.00	.00	.00	.00	+++	.00
Other sources of revenue	1,977,480.00	.00	1,977,480.00	.00	.00	59,030.34	1,918,449.66	3	1,916,182.20
Department **000 - .** Totals	$1,977,480.00	$0.00	$1,977,480.00	$0.00	$0.00	$59,030.34	$1,918,449.66	3%	$1,916,182.20
REVENUE TOTALS	$1,977,480.00	$0.00	$1,977,480.00	$0.00	$0.00	$59,030.34	$1,918,449.66	3%	$1,916,182.20
EXPENSE									
Department **000 - .**									
Debt Service	1,977,480.00	.00	1,977,480.00	.00	.00	59,030.34	1,918,449.66	3	1,916,182.20
Department **000 - .** Totals	$1,977,480.00	$0.00	$1,977,480.00	$0.00	$0.00	$59,030.34	$1,918,449.66	3%	$1,916,182.20
EXPENSE TOTALS	$1,977,480.00	$0.00	$1,977,480.00	$0.00	$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	.00	.00	59,030.34	1,918,449.66	3	1,916,182.20
EXPENSE TOTALS	1,977,480.00	.00	1,977,480.00	.00	.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

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Classification	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 - .**									
Licenses and Permits	25,000.00	.00	25,000.00	.00	.00	.00	25,000.00	0	12,811.20
Intergovernmental	513,000.00	.00	513,000.00	.00	.00	23,493.00	489,507.00	5	11,662.00
Interest	5,000.00	.00	5,000.00	.00	.00	4,236.72	763.28	85	15,285.25
Miscelleanous	.00	.00	.00	3,000.00	.00	3,000.00	(3,000.00)	+++	.00
Other sources of revenue	775,000.00	.00	775,000.00	.00	.00	.00	775,000.00	0	6,466,269.44
Department **000 - .** Totals	$1,318,000.00	$0.00	$1,318,000.00	$3,000.00	$0.00	$30,729.72	$1,287,270.28	2%	$6,506,027.89
REVENUE TOTALS	$1,318,000.00	$0.00	$1,318,000.00	$3,000.00	$0.00	$30,729.72	$1,287,270.28	2%	$6,506,027.89
EXPENSE									
Department **000 - .**									
Debt Service	.00	.00	.00	.00	.00	.00	.00	+++	.00
Other financing uses	.00	.00	.00	.00	.00	.00	.00	+++	39,439.44
Department **000 - .** Totals	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	+++	$39,439.44
Department **519 - General Government**									
Operational Expenditures	.00	.00	.00	.00	.00	.00	.00	+++	.00
Capital Outlay	100,000.00	225,000.00	325,000.00	.00	16,800.00	11,200.00	297,000.00	9	.00
Department **519 - General Government** Totals	$100,000.00	$225,000.00	$325,000.00	$0.00	$16,800.00	$11,200.00	$297,000.00	9%	$0.00
Department **572 - Parks and Recreation**									
Operational Expenditures	.00	.00	.00	.00	.00	.00	.00	+++	17,500.00
Capital Outlay	.00	5,811,099.00	5,811,099.00	490.23	221,969.30	194,484.17	5,394,645.53	7	161,917.91
Department **572 - Parks and Recreation** Totals	$0.00	$5,811,099.00	$5,811,099.00	$490.23	$221,969.30	$194,484.17	$5,394,645.53	7%	$179,417.91
Department **575 - Pinecrest Gardens**									
Operational Expenditures	.00	.00	.00	.00	.00	.00	.00	+++	.00
Capital Outlay	1,569,910.00	148,605.00	1,718,515.00	2,400.00	38,707.00	53,562.53	1,626,245.47	5	178,715.45
Department **575 - Pinecrest Gardens** Totals	$1,569,910.00	$148,605.00	$1,718,515.00	$2,400.00	$38,707.00	$53,562.53	$1,626,245.47	5%	$178,715.45
EXPENSE TOTALS	$1,669,910.00	$6,184,704.00	$7,854,614.00	$2,890.23	$277,476.30	$259,246.70	$7,317,891.00	7%	$397,572.80
Fund **301 - Capital Projects Fund** Totals									
REVENUE TOTALS	1,318,000.00	.00	1,318,000.00	3,000.00	.00	30,729.72	1,287,270.28	2	6,506,027.89
EXPENSE TOTALS	1,669,910.00	6,184,704.00	7,854,614.00	2,890.23	277,476.30	259,246.70	7,317,891.00	7	397,572.80
Fund **301 - Capital Projects Fund** Totals	($351,910.00)	($6,184,704.00)	($6,536,614.00)	$109.77	($277,476.30)	($228,516.98)	($6,030,620.72)		$6,108,455.09
Grand Totals									
REVENUE TOTALS	28,183,470.00	.00	28,183,470.00	1,250,357.40	.00	11,699,323.80	16,484,146.20	42	31,766,122.47
EXPENSE TOTALS	31,280,930.00	7,543,083.00	38,824,013.00	1,945,232.28	1,103,246.68	7,636,832.47	30,083,933.85	23	27,252,652.18
Grand Totals	($3,097,460.00)	($7,543,083.00)	($10,640,543.00)	($694,874.88)	($1,103,246.68)	$4,062,491.33	($13,599,787.65)		$4,513,470.29

VILLAGE OF PINECREST
INVESTMENT RETURNS
INTEREST RATES

SOURCE	Feb. 15	Mar. 15	Apr. 15	May-15	June 15	July 15	Aug, 15	Sept. 15	Oct. 15	Nov. 15	Dec. 15	Jan. 15
STATE POOL	0.16%	0.18%	0.19%	0.20%	0.21%	0.22%	0.23%	0.23%	0.25%	0.26%	0.42%	0.51%
BB&T/BK SWEEP	0.01%	0.01%	0.01%	0.01%	0.01%	0.01%	0.01%	0.01%	0.01%	0.15%	0.15%	0.15%
T-BILLS												
6 Months	0.14%	13.50%	0.10%	0.08%	0.08%	0.15%	0.20%	0.12%	0.16%	0.35%	0.55%	0.42%
3 Months	0.02%	0.04%	0.02%	0.02%	0.01%	0.05%	0.05%	0.01%	0.02%	0.14%	0.26%	30.50%
BBB&T, CD's over $1MM												
One Year	0.05%	0.05%	0.05%	0.05%	0.05%	0.10%	0.10%	0.05%	0.45%	NA	NA	NA
6 Months	0.02%	0.03%	0.03%	0.01%	0.03%	0.05%	0.05%	0.03%	0.22%	NA	NA	NA
National Rates												
One Year	1.05%	1.06%	0.98%	1.00%	1.01%	1.06%	1.06%	1.09%	1.10%	1.12%	1.12%	1.09%
PRIME RATE	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.50%	3.50%	
CONSUMER PRICE INDE	240.1	236.1	236.6	237.8	238.6	238.6	238.32	237.9	237.9	244.1	243.8	
Plus/Minus Year Ago	1.6%	1.8%	1.8%	1.8%	1.8%	1.8%	1.8%	1.9%	1.9%	2.0%	2.1%	
MORTGAGE/SECURITIES *												
30 Years -												
Fannie Mae (FNMA)	3.36%	3.31%	3.36%	3.43%	3.67%	3.55%	3.46%	3.47%	3.43%	3.51%	3.58%	3.31%
NAPM ** / ISM	52.9	51.5	51.5	52.8	53.5	52.7	51.1	50.2	50.1	48.6	48.2	NA

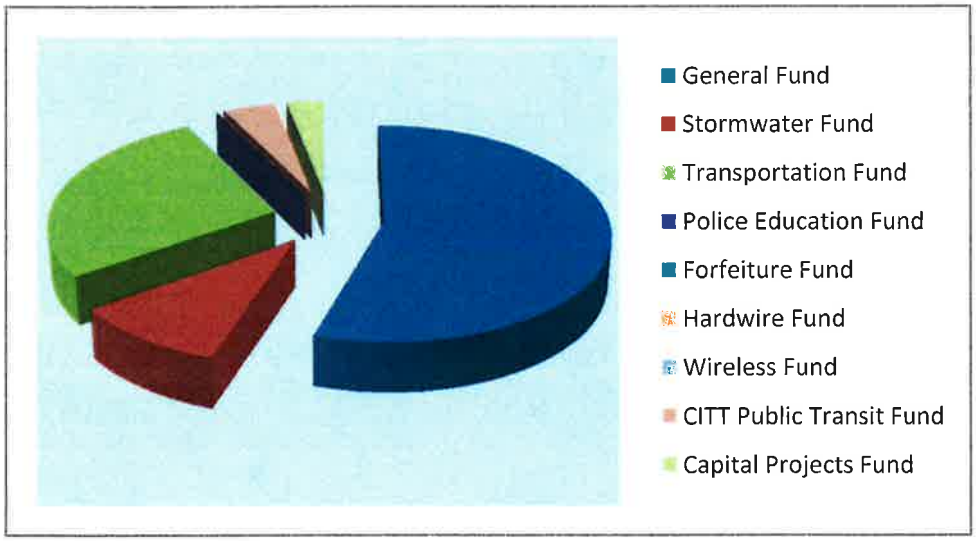
* Mortgage/Securities Return Principal and Interest on a Monthly Basis

** 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

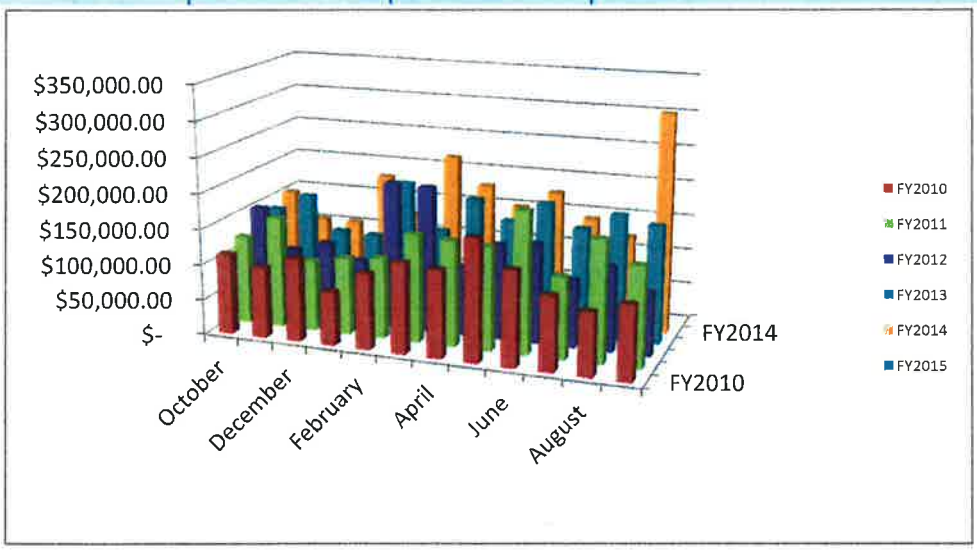
FY 2016
January, 2016

Fund #		Total	BBandT	State Investment Pool
001	General Fund	$13,239,601	$ 845,496	$ 12,394,105
101	Stormwater Fund	$ 442,685	$ 108,711	$ 333,974
102	Transportation Fund	$ 4,288,115	$ 2,517,054	$ 1,771,061
103	Police Education Fur	$ 3,427	$ 3,427	$ -
104	Forfeiture Fund	$ 56,602	$ 56,602	
105	Hardwire Fund	$ 99,383	$ 99,383	
106	Wireless Fund	$ 20,781	$ 20,781	
107	CITT Public Transit F	$ 730,362	$ 361,813	$ 368,549
301	Capital Projects Func	$ 6,382,117	$ 475,751	$ 5,906,366
	Totals	$25,263,073	$ 4,489,018	$ 20,774,055



Building, Planning & Zoning
FY 2011-Present

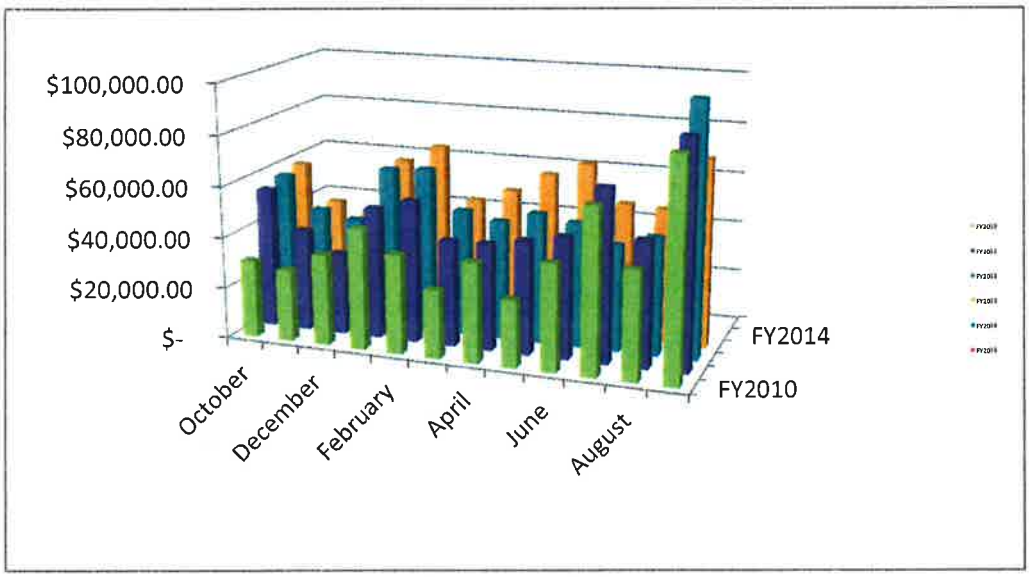
	322.000	322.000	322.000	322.000	322.000	322.000
	FY2011	FY2012	FY2013	FY2014	FY2015	FY2016
October	$ 124,372.72	$ 153,151.16	$ 139,836.17	$ 154,221.74	$ 208,891.46	$ 187,635.00
November	$ 156,274.48	$ 97,634.95	$ 164,116.86	$ 117,371.73	$ 168,584.76	$ 131,920.81
December	$ 99,397.63	$ 111,113.29	$ 116,232.17	$ 116,826.14	$ 150,381.66	$ 169,368.22
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**	**$ 488,924.03**



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	$ 54,306.39
December	$ 31,951.96	$ 41,692.76	$ 40,571.33	$ 51,388.63	$ 49,638.73	$ 77,389.42
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	$ 218,434.21



Budget Performance Report

Fiscal Year to Date 12/31/15

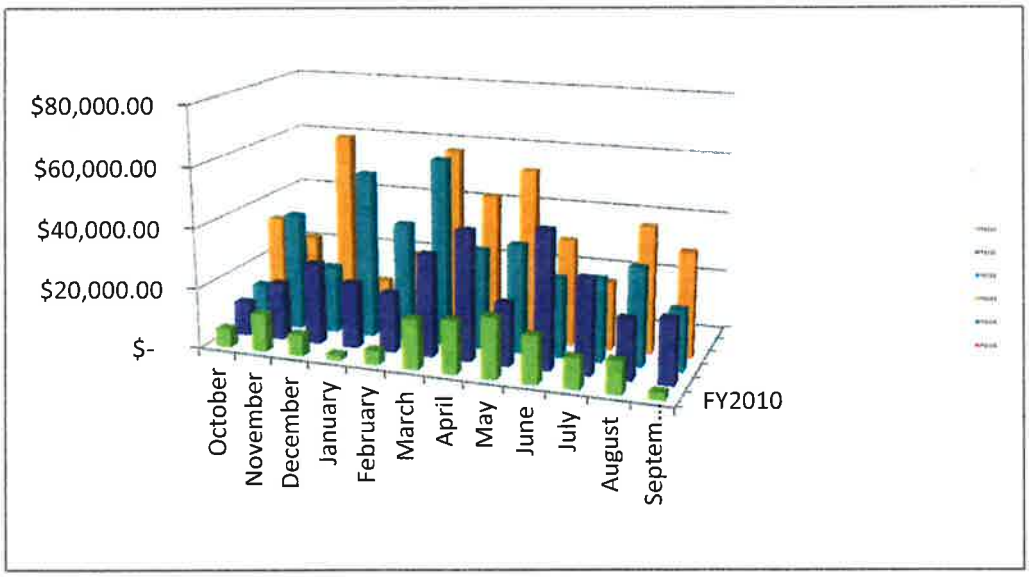
Include Rollup Account and Rollup to Object

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	1,950.00	.00	2,550.00	(2,550.00)	+++	4,698.90
347.104	Cult & Rec CC Camps	.00	.00	.00	5,270.00	.00	5,270.00	(5,270.00)	+++	63,736.50
347.105	Cult & Rec CC Concession Sales	.00	.00	.00	1,262.57	.00	4,881.60	(4,881.60)	+++	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	10,697.50	.00	34,572.87	(34,572.87)	+++	106,653.11
347.108	Cult & Rec CC Trainer Fees	.00	.00	.00	2,400.00	.00	6,700.00	(6,700.00)	+++	22,000.00
347.109	Cult & Rec CC Day Passes	.00	.00	.00	267.40	.00	865.38	(865.38)	+++	2,043.63
347.110	Cult & Rec CC Memeberships, Annual, Residen	.00	.00	.00	13,957.32	.00	35,123.64	(35,123.64)	+++	158,258.64
347.111	Cult & Rec CC Memberships, 90 Days, Res.	.00	.00	.00	1,334.77	.00	3,744.63	(3,744.63)	+++	14,996.79
347.112	Cult & Rec CC Memberships, 30 Days, Residen	.00	.00	.00	4,341.18	.00	10,096.18	(10,096.18)	+++	35,137.69
347.113	Cult & Rec CC Memberships, One Week	.00	.00	.00	180.00	.00	340.00	(340.00)	+++	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	33,806.85	.00	108,906.88	(108,906.88)	+++	356,522.07
347.120	Cult & Rec CC Memberships, Annual Non-res.	.00	.00	.00	827.50	.00	3,175.00	(3,175.00)	+++	8,829.37
347.121	Cult & Rec CC Memberships, 90 Day, Non res.	.00	.00	.00	480.00	.00	1,207.50	(1,207.50)	+++	3,885.98
347.122	Cult & Rec CC Memberships, 30 Day Non-Res	.00	.00	.00	1,317.38	.00	3,877.38	(3,877.38)	+++	13,116.81
347.123	Cult & Rec CC Senior Trips/Tours	.00	.00	.00	102.00	.00	160.00	(160.00)	+++	.00
347.199	Cult & Rec CC Credit Card Fees	.00	.00	.00	(805.05)	.00	(3,036.85)	3,036.85	+++	(10,462.56)
	347 - Cult & Rec Totals	$748,960.00	$0.00	$748,960.00	$77,389.42	$0.00	$218,434.21	$530,525.79	29%	$804,114.66
	Division **00 - .** Totals	$748,960.00	$0.00	$748,960.00	$77,389.42	$0.00	$218,434.21	$530,525.79	29%	$804,114.66
	Department **000 - .** Totals	$748,960.00	$0.00	$748,960.00	$77,389.42	$0.00	$218,434.21	$530,525.79	29%	$804,114.66
	REVENUE TOTALS	$748,960.00	$0.00	$748,960.00	$77,389.42	$0.00	$218,434.21	$530,525.79	29%	$804,114.66
	Fund **001 - General Fund** Totals									
	REVENUE TOTALS	748,960.00	.00	748,960.00	77,389.42	.00	218,434.21	530,525.79	29	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	$77,389.42	$0.00	$218,434.21	$530,525.79		$804,114.66
	Grand Totals									
	REVENUE TOTALS	748,960.00	.00	748,960.00	77,389.42	.00	218,434.21	530,525.79	29	804,114.66
	EXPENSE TOTALS	.00	.00	.00	.00	.00	.00	.00	+++	.00
	Grand Totals	$748,960.00	$0.00	$748,960.00	$77,389.42	$0.00	$218,434.21	$530,525.79		$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	$ 32,183.45
December	$ 26,755.29	$ 22,240.33	$ 63,964.43	$ 63,360.51	$ 58,727.69	$ 59,393.92
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	$ 178,780.89



Budget Performance Report

Fiscal Year to Date 12/31/15
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 Sponsporship	.00	.00	.00	.00	.00	7,500.00	(7,500.00)	+++	45,520.00
347.302	Cult & Rec PG Farmers Market	.00	.00	.00	4,000.00	.00	6,000.00	(6,000.00)	+++	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	240.00	.00	1,840.00	(1,840.00)	+++	10,508.00
347.309	Cult & Rec PG Concessions, Iguana Bite	.00	.00	.00	301.97	.00	758.75	(758.75)	+++	10,602.80
347.310	Cult & Rec PG Concessions, Events	.00	.00	.00	438.00	.00	1,483.49	(1,483.49)	+++	5,033.05
347.311	Cult & Rec PG Children's Workshops	.00	.00	.00	274.50	.00	274.50	(274.50)	+++	1,434.90
347.312	Cult & Rec PG Banyan Bowl Ticket Sales	.00	.00	.00	12,144.05	.00	45,715.05	(45,715.05)	+++	72,884.55
347.313	Cult & Rec PG Fine Arts Festival, Booths	.00	.00	.00	2,775.00	.00	19,825.00	(19,825.00)	+++	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	7,510.00	.00	24,085.00	(24,085.00)	+++	173,119.78
347.320	Cult & Rec PG Senior Admissions	.00	.00	.00	584.00	.00	1,672.00	(1,672.00)	+++	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	900.00	.00	1,770.00	(1,770.00)	+++	7,812.00
347.326	Cult & Rec PG Movie Concession	.00	.00	.00	.00	.00	532.00	(532.00)	+++	2,832.00
347.327	Cult & Rec PG Vending Machine Sales	.00	.00	.00	20.83	.00	20.83	(20.83)	+++	537.00
347.328	Cult & Rec PG Venue, Patio Rental	.00	.00	.00	500.00	.00	1,300.00	(1,300.00)	+++	4,300.00
347.329	Cult & Rec PG, Pergola Rental	.00	.00	.00	.00	.00	1,200.00	(1,200.00)	+++	1,700.00
347.330	Cult & Rec PG. Venue, Lakeview Rental	.00	.00	.00	650.00	.00	2,300.00	(2,300.00)	+++	8,280.00
347.331	Cult & Rec PG Venue, Meadows Rental	.00	.00	.00	.00	.00	250.00	(250.00)	+++	4,150.00
347.332	Cult & Rec PG Venue Picnic Rentals	.00	.00	.00	1,000.00	.00	4,650.00	(4,650.00)	+++	28,805.00
347.333	Cult & Rec PG Venue Rental, Hibiscus Rental	.00	.00	.00	.00	.00	2,510.00	(2,510.00)	+++	7,757.50
347.334	Cult & Rec PG Venue Rental, Plant Societie	.00	.00	.00	150.00	.00	1,050.00	(1,050.00)	+++	7,100.00
347.335	Cult & Rec PG Banyan Bowl Rental	.00	.00	.00	1,185.00	.00	9,285.00	(9,285.00)	+++	17,238.20
347.336	Cult & Rec PG Original Entrance Rental	.00	.00	.00	825.00	.00	2,225.00	(2,225.00)	+++	13,230.00
347.337	Cult & Rec PG Parking Lot Rental	.00	.00	.00	4,000.00	.00	7,000.00	(7,000.00)	+++	4,000.00
347.338	Cult & Rec PG Commercial Video - Photo	.00	.00	.00	200.00	.00	700.00	(700.00)	+++	11,120.00
347.342	Cult & Rec PG Donations	.00	.00	.00	.00	.00	.00	.00	+++	4,700.00
347.343	Cult & Rec PG Fish Food	.00	.00	.00	128.00	.00	461.00	(461.00)	+++	2,433.50
347.344	Cult & Rec PG Book Sales	.00	.00	.00	.00	.00	.00	.00	+++	8.00

Budget Performance Report

Fiscal Year to Date 12/31/15
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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	.00	.00	870.00	(870.00)	+++	17,608.00
347.346	Cult & Rec PG Event Photos	.00	.00	.00	1,145.00	.00	1,145.00	(1,145.00)	+++	2,731.00
347.348	Cult & Rec PG Horticulture Class	.00	.00	.00	.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	(425.00)	.00	2,375.00	(2,375.00)	+++	2,381.00
347.353	Cult & Rec PG Holiday Festival Admission	.00	.00	.00	3,605.00	.00	3,705.00	(3,705.00)	+++	11,382.00
347.354	Cult & Rec PG Nights of Lights Admission	.00	.00	.00	15,105.00	.00	15,105.00	(15,105.00)	+++	3,560.00
347.355	Cult & Rec PG Butterfly House	.00	.00	.00	475.00	.00	2,646.15	(2,646.15)	+++	11,300.00
347.356	Cult & Rec PG Hammock Pavilion	.00	.00	.00	2,500.00	.00	4,500.00	(4,500.00)	+++	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	(837.43)	.00	(2,805.88)	2,805.88	+++	(11,066.96)
	347 - Cult & Rec Totals	$593,300.00	$0.00	$593,300.00	$59,393.92	$0.00	$178,780.89	$414,519.11	30%	$598,249.87
	Division **00 - .** Totals	$593,300.00	$0.00	$593,300.00	$59,393.92	$0.00	$178,780.89	$414,519.11	30%	$598,249.87
	Department **000 - .** Totals	$593,300.00	$0.00	$593,300.00	$59,393.92	$0.00	$178,780.89	$414,519.11	30%	$598,249.87
	REVENUE TOTALS	$593,300.00	$0.00	$593,300.00	$59,393.92	$0.00	$178,780.89	$414,519.11	30%	$598,249.87
	Fund **001 - General Fund** Totals									
	REVENUE TOTALS	593,300.00	.00	593,300.00	59,393.92	.00	178,780.89	414,519.11	30	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	$59,393.92	$0.00	$178,780.89	$414,519.11		$598,249.87
	Grand Totals									
	REVENUE TOTALS	593,300.00	.00	593,300.00	59,393.92	.00	178,780.89	414,519.11	30	598,249.87
	EXPENSE TOTALS	.00	.00	.00	.00	.00	.00	.00	+++	.00
	Grand Totals	$593,300.00	$0.00	$593,300.00	$59,393.92	$0.00	$178,780.89	$414,519.11		$598,249.87

VILLAGE OF PINECREST
BUDGET HIGHLIGHTS
January, 2016

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 December are $218,434, an increase of $64,846 or 42.2% from the previous year.
- Pinecrest Garden revenues through December are $178,781, an increase of $18,719 or 11.7% from the previous year.
- The BPZ revenues through December were $488,924, a decrease of $38,934 or 7.4 from the previous year.
- The tree account has a balance of $66,720 as of January, 2016.
- For the year ending 9/30/2015, GASB 68 will require that he 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 2ndquarter budget amendment will be presented at the April 2016 for the first quarter of FY2016. The following items will be considered:
    - None known to date.

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

MEMORANDUM
Department of Building and Planning

DATE: February 4, 2016

TO: Yocelyn Galiano, ICMA-CM, Village Manager

FROM: Leo Llanos, P.E., Building Official

RE: Building Division JANUARY 2016 Monthly Report

	JANUARY 2015	JANUARY 2016	10/1/14 – 1/31/2015 YTD	10/1/15- 1/31/2016 YTD
PERMITS ISSUED:				
Building	152	142	623	572
Electrical	29	46	163	169
Mechanical	27	16	91	93
Plumbing / LPGX	56	47	205	192
TOTAL PERMITS ISSUED:	264	251	1,082	1,026
VALUE OF CONSTRUCTION	5,082,211	9,658,273	27,024,136	30,000,692
PERMITS FOR NEW HOUSES	1	7	12	13
CERTIFICATE OF OCCUPANCY & CC'S	4	1	13	19
CERTIFICATE OF USE & OCCUPANCY	1	1	4	5
BUILDING CODE CASES	22	20	44	36
INSPECTIONS:				
Building & Roofing	811	845	3525	4127
Electrical	99	121	522	653
Mechanical	68	85	329	411
Plumbing / LPGX	188	181	685	871
Zoning Inspections by Building Dept.	0	0	1	0
TOTAL INSPECTIONS:	1,166	1,232	5,062	6,062

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

MEMORANDUM
Department of Building and Planning

DATE: February 4, 2016

TO: Yocelyn Galiano, ICMA-CM, LEED-GA, Village Manager

FROM: Stephen R. Olmsted, AICP, Planning Director SRO

RE: Planning Division January 2016 Monthly Report

	January 2015	January 2016	10/1/14 – 11/31/2015 YTD	10/1/15 - 1/31/2016 YTD
PLANNING				
Comp Plan Amendments	0	0	0	0
Land Development Code Amendments/ Plat	0 / 0	1 / 2	0 / 0	1 / 3
Conditional Uses/ Road Vacation	0 / 0	1 / 0	0 / 0	2 / 0
Variances/ Modification to Resolution	0 / 1	1 / 0	0 / 1	3 / 1
Site Development Plans	0	0	0	0
Zoning Compliance –Plans Review	255	245	940	1,026
Zoning Letters/Code Interpretations	19	36	100	121
Zoning Permits	37	41	151	152
CODE COMPLIANCE				
Code Cases Opened	73	87	294	247
Code Compliance Reminders	25	32	140	126
Notices to Appear	13	13	78	62
Notice of Violation - Building	9	15	12	19
Zoning Inspections Completed / Code Compliance, Landscape and LBT	134	136 / 292	641	595 / 1,308
Civil Violations	3	1	10	10
Special Magistrate Cases	21	9	88	78
Total Unclosed Cases (Active): **694**	N/A	N/A	N/A	N/A
LICENSES				
Business Tax – NEW	3	14	34	63
Business Tax - RENEWAL	5	12	97	233
TOTAL LICENSES (* reflects new & renewal licenses)	8	26	131	296

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. Applications for construction of residences on 3 additional lots are 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 was approved 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. Permits for improvement of the landscaping and parking lot are under review.

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

MEMORANDUM
Department of Parks and Recreation

DATE: February 1, 2016

TO: Yocelyn Galiano, ICMA-CM, Village Manager

FROM: Loren Matthews, Parks and Recreation Department

RE: Parks and Recreation Department- January 2016 Monthly Report

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ACTIVITY - COMMUNITY CENTER	Number of Participants January 2015	Number of Participants January 2016
RECREATIONAL CLASSES		
Ballet	67	100
Blood Pressure Screening	10	26
Bridge	18	12
Everyone Can Draw	N/A	4
Evolve Training	N/A	4
Game Day	16	48
Guitar	6	16
Genealogical Society	5	7
Greater Miami Youth Symphony	40	40
Gymnastics	31	25
Hip Hop Kids	7	10
Introduction to Pastels	N/A	7
Jump Rope	13	10
Kidokinetics	3	0
Kix 4 Kids	30	16
Line Dancing	84	91
Lectures	106	184
Mandarin Chinese	0	0
Music Together	40	35

Papercrafting	N/A	3
Photography	5	0
Quilting	10	8
Salsa & Flamenco	40	22
Spanish	11	7
Sharpminds	105	109
Sports Performance	9	10
Trips & Tours	0	0
Total:	656	732
FITNESS CLASSES		
Baptist Yoga	N/A	75
Body Sculpting	55	174
Butts and Guts	N/A	31
Café con Leche	75	72
Cardio Box	N/A	85
Core Condition	N/A	16
Fitness Plus	70	55
Gentle Yoga	18	42
Matt Pilates	N/A	45
Spinning	362	1,278
Strength & Stretch with Hyla	89	42
Stretch, Breath, & Meditate with Jojo	22	2
Stretch, Walk, & Keep Young with Nora	87	185
The Workout	220	207
Total Body Burn	N/A	28
Zumba by Alexandra	N/A	14
Zumba by Andrea	N/A	7
TOTAL CLASS PARTICIPANTS	1,111	2,358

MISCELLANEOUS STATISTICS	January 2015	January 2016
Facebook Fans	684	992
Monthly Visitors to Community Center	17,357	17,204
Community Center Vending Revenue	$1,537.23	$1,526.00
TOTAL FOR FISCAL YEAR(No. of Months)	$6,210.46 (4)	$6,094.21 (4)

WELLNESS CENTER MEMBERSHIP TYPES	Memberships January 2015		Memberships January 2016	
Resident Adult	New: 5 Renewal: 4	9	New: 4 Renewal:127	131
Resident Senior	New: 2 Renewal:8	10	New: 3 Renewal: 0	3
Resident Family	New: 4 Renewal:1 0	14	New:10 Renewal:0	10
Resident 90 Day	New: 5 Renewal: 7	12	New: 18 Renewal: 64	82
Resident Monthly	New: 29 Renewal:5 1	80	New: 21 Renewal:412	433
Non-Resident Adult	New: 0 Renewal: 1	1	New:0 Renewal: 25	25
Non-Resident Senior	New: 0 Renewal: 1	1	New: 2 Renewal: 44	46
Non-Resident Family	New: 0 Renewal: 0	0	New: 1 Renewal:20	21
Non-Resident 90 Day	New: 1 Renewal: 1	2	New: 3 Renewal:15	18
Non-Resident Monthly	New: 4 Renewal:1 3	17	New: 10 Renewal: 122	132
10 Class Punch Pass	New: 20 Renewal:9 2	119	New: 24 Renewal:119	157
Monthly Unlimited (Members)	New: 4 Renewal:9	13	New: 11 Renewal:18	29
Core Crunch	New: Renewal:	N/A	New: 1 Renewal: 1	3
Weekly Membership	New:	0	New: 57	57
Free One Week Trials	New:	0	New: 6	6
MONTHLY TOTAL	278		1775	
*TOTAL MEMBERS FOR CALENDAR YEAR (INCLUDING CURRENT MONTH)	3,000		5,857	

FACILITY	RENTALS January 2015	RENTALS January 2016
Evelyn Greer Park	3	8
Suniland Park	3	5
Coral Pine Park	13	10

REVENUES	January 2015	January 2016
Coral Pine Park Vending	$1,912.90	$ 861.75
Coral Pine Tennis Court	$8,856.50	$7,538.50
TOTAL MONTH	$10,769.40	$8,400.25
TOTAL FOR FISCAL YEAR(No. of Months)	$39,039.30 (4)	$36,174.48 (4)

ACTIVITY	Number of Participants- January 2015	Number of Participants- January 2016
CORAL PINE PARK		
Women's Tennis League	192	192
Men's Tennis League	128	128
Mixed Doubles Tennis League	48	48
SUNILAND PARK		
Howard Palmetto Baseball	600	600
EVELYN GREER PARK		
Voices for Children Event	N/A	150
Black Panther Karate	20	14
Kendall Camera Club	100	100
FLAGLER GROVE		
Pinecrest Premier	900	250
Miami Premier	200	250

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

MEMORANDUM
Pinecrest Gardens

DATE: February 1, 2016

TO: Yocelyn Galiano, Village Manager

FROM: Alana Perez, Pinecrest Gardens Director

RE: Pinecrest Gardens January 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.

	Jan. 2015	Jan. 2016	Oct. – Jan. 2015 YTD	Oct. – Jan. 2016 YTD
Picnic Tables	11	13	34	44
Butterfly House	4	5	21	15
Lakeview Terrace/Pergola	1	1	4	5
Patio	1	1	1	2
Meadow	0	0	0	0
Hammock Pavilion	0	2	1	5
Hibiscus Room	1	3	3	7
Historical Entrance Room	2	3	5	12
Hidden Garden	0	0	0	0
Banyan Bowl	0	1	5	3
Parking Lot	1	1	6	2
Photography/Filming	2	1	6	11
Total Rentals	**23**	**31**	**86**	**106**

Park Attendance

January 2015*	January 2016*	Oct. – Jan. 2015 YTD*	Oct. – Jan. 2016 YTD*
22,620	23,105	45,900	47,075

*Includes paid and non-paid admissions (special events, festivals, birthdays, weddings, meetings, field trips, etc.).

Admission Revenue Breakdown January 2016

General Admission	Senior Admission	Total Admission Revenues
$10,150	$754	$10,904

Memberships January 2016

Ind. Adult (18-64)	Ind. Senior (65+)	FT Student	Family	Patron	Cypress Society	Total New Memberships Jan. 2016	Total New Oct. – Jan. 2016 YTD
2	-	-	2	-	-	4	25

Total Active Memberships January 2015	Total Active Memberships January 2016	Total Resident	Total Non-Resident
104	197	100	97

Total Revenues

	January 2016	January 2015
Rental	$12,533	$6,500
Admissions	$10,904	$12,290
Memberships	$215	$870
Field Trips	$58	$525
PG Banyan Bowl Events*	$11,063	$11,787
Gardens Gallery	-	-
Educational/Horticulture Programming	$120	$305
Family Movie/Nature Film Night	$1,060	$1,135
Farmers Market	$7,000	$4,000
Concessions**	$2,630	$1,682
Total Revenues	**$45,583**	**$39,094**

** I-Guana Bite, Family Movie, Events, Etc.

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

Notable Details

- A couple days of rainy/bad weather caused a decrease in attendance and admission revenue numbers.
- Renewal letters were sent out the beginning of January to all those members whose memberships have expired over the last two years in an effort to increase our membership numbers.

Communications

- As of Jan. 31, 2016, Facebook members at 5,090, up 95 from Dec. 2015 at 4,995.
- 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, etc., supported in the Banyan Bowl for January:

- Jazz Concert – Loston Harris
- Greater Miami Youth Symphony – Chamber Serenade
- Shakespeare Miami: Much Ado About Nothing – 3 Performances
- Palmetto High School Poetry Night
- Piano and Keyboard Recital for Sharp Minds Academy
- Flamenco Puro Dance Performance
- Community Foundation of Pinecrest – Jazz in the Gardens Fundraiser
- Family Movie Night – Paddington
- Nature Film Night – Disney Nature Chimpanzee

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

MEMORANDUM
Department of Police

DATE: January 21, 2016

TO: Yocelyn Galiano, ICMA-CM, Village Manager

FROM: Samuel Ceballos, Jr., Chief of Police

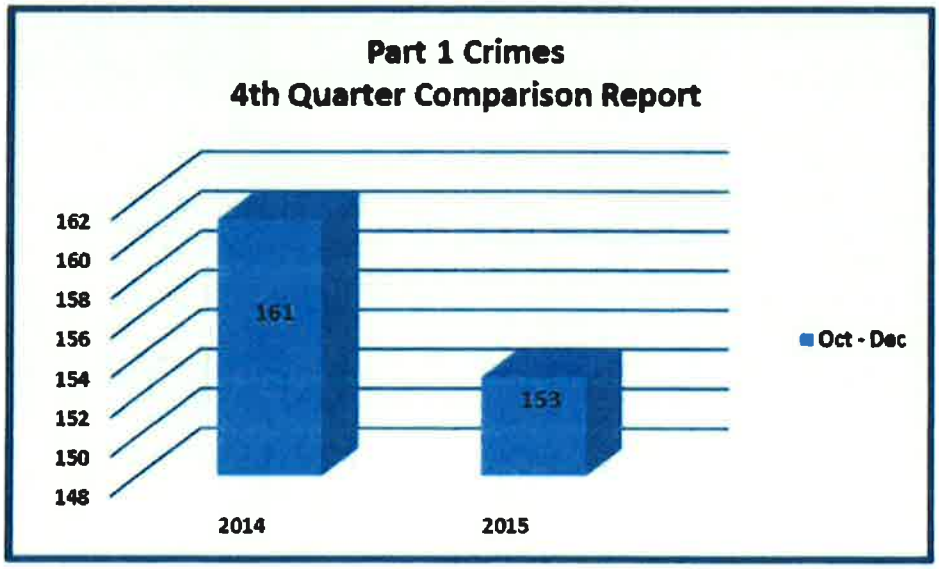
RE: Police Department December 2015 Monthly Report

Calls for Service	December 2015	Jan – Dec 2015
ARSON	0	0
AUTO THEFT	2	18
BAKER ACT-MENTAL	3	34
ASSAULT – SIMPLE	1	26
BURGLARY	11	114
CAR BREAK-VEHICLE BURGLARY	13	164
DECEASED PERSON	2	19
DISTURBANCE	87	578
DOMESTIC VIOLENCE	1	14
FALSE ALARMS	186	172
FRAUD/ECONOMIC CRIMES	17	198
FIELD INTERVIEWS	3	38
FOUND PROPERTY	2	38
GRAFFITI	0	3
HOMICIDE	0	0
MISSING PERSONS	0	3
NARCOTICS VIOLATIONS	0	16
ROBBERY	0	3
INDECENT EXPOSURES	0	1
LEWD & LASCIVIOUS ACT	1	2
SHOPLIFTING	4	22
SUSPICIOUS PERSON – VEHICLE	11	116
THEFT	16	161
THEFT FROM EXT. OF VEHICLE	3	34
VANDALISM	2	36
VEHICLE RECOVERY	1	17
WARRANT ARRESTS	1	17
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	Dec 2015	Totals
HOMICIDE	0	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	0	1
ROBBERY	0	1	0	1	0	1	0	0	0	0	0	0	3
BATTERY/ASSAULT	2	0	1	2	1	1	0	0	1	2	0	1	11
BURGLARY	19	12	12	8	6	8	8	11	10	6	5	11	116
LARCENY	23	23	39	30	18	27	33	41	21	61	28	36	380
ARSON	0	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	2	18
TOTAL PART ONE	44	38	56	43	27	40	41	55	32	70	33	50	529

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 December 2015.

There were 33 Crime Prevention tips handed out in the month of December 2015.

DETECTIVE BUREAU

The Criminal Investigation Section (CIS) received a total of 57 cases for the month of December 2015. All were assigned to a member of the Investigations Section for follow-up. Twenty-five cases were reclassified as inactive due to insufficient investigative leads, or no further police action required. Eight cases were cleared by arrest.

VICTIM SERVICES

During the month of December 2015, the Victim Services Coordinator contacted 26 victims. All victims were provided with contact information for assistance.

REDLIGHT CAMERA SAFETY PROGRAM

December 1– December 31, 2015

Intersections	# of Notice of Violations (NOV'S)	# of Uniform Traffic Citations (UTC'S)	# of Crashes	Type of Crash
U.S.1 & 104 Street	139	28	2	2-Rear-end Collision
U.S. 1 & 112 Street	199	77	3	1-Rear-End Collision 1-Rear-End Collision(**Driver Distracted**) 1-Rear-End Collision **(Westbound)**
U.S. 1 & 124 Street	150	22	1	1-Rear-End Collision-Red Light
U.S. 1 & 128 Street	77	34	2	1-Left Angle Crash(Red Light) 1-Rear-End Collision (Red Light)
Total	**565**	**161**	**8**	

During the month of December 39 Notice of Violations were issued to Pinecrest residents.

VEHICLE PATROL MILEAGE

October	November	December
25,936	31,336	25,807

TRAFFIC ENFORCEMENT

	Jan 2015	Feb 2015	Mar 2015	Apr 2015	May 2015	June 2015	July 2015	Aug 2015	Sept 2015	Oct 2015	Nov 2015	Dec 2015	TOTALS
Traffic Details	36	35	34	56	42	45	42	90	103	107	97	96	783
Total Stops	351	390	600	769	491	287	192	318	392	451	370	281	4892
Moving Citations	299	339	375	507	344	210	129	200	264	356	284	275	3582
Non-Moving Citations	64	43	114	101	99	55	33	54	51	52	57	57	780
Written Warning	0	1	0	3	0	0	0	0	0	0	0	0	4
Verbal Warning	134	123	275	289	253	122	114	195	258	252	277	300	2592
Parking Citations	15	67	68	93	49	28	55	78	128	122	132	99	934
Driving Under the Influence	7	10	8	4	12	6	2	6	8	5	13	14	95

TRAFFIC CRASHES

	Jan 2015	Feb 2015	Mar 2015	Apr 2015	May 2015	June 2015	July 2015	Aug 2015	Sept 2015	Oct 2015	Nov 2015	Dec 2015	Totals
Crashes Interior	53	52	44	66	67	61	42	53	55	74	64	82	713
Crashes –US 1	32	23	28	27	36	25	28	37	26	35	39	43	379

TRAINING

October	November	December
358 Hours	363 Hours	340 Hours

The Department attended a total of 340 hours of training in the month of December 2015. Forty-nine sworn police personnel attended the Annual Firearms Qualification training. Officer Panagakos attended the Driver Improvement Program at Miami Dade College. VSC Vivancos attended the Law Enforcement Peer Support training at Miami Beach Police Department. Officer Martin attended the Advanced Patrol Rifle training at Miami Police Department. Officer Portela attended the Rifle Armorer training in Ft. Lauderdale. Officer Martin attended the Officers Survival training at Miami Police Department.

MEETINGS WITH OTHER AGENCIES AND CITIZEN GROUPS:

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

- Dec 2 – Chief Ceballos and Deputy Chief Skumanich attended the Dade Chiefs Executive meeting at Miami Shores.
- Dec 2 – VSC Vivancos attended the Domestic Violence Assault Council Summit at the Lawson Thomas Courthouse center.

- Dec 15 – VSC Vivancos attended the Domestic Violence Fatality Review Team meeting in Miami.

- Dec 17 – Detective Rivera attended the Financial Institution Security Association (FISA) meeting at the U.S. Secret Service in Miami.

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

MEMORANDUM
Department of Public Works

DATE: January 29, 2016

TO: Yocelyn Galiano Gomez, ICMA-CM, LEED GA, Village Manager

FROM: Mark Spanioli, P.E., Public Works Director

RE: Public Works Department January 2016 Monthly Report

Concerns/Work Performed:	January 2016	January 2015	YTD 2016	Prior YTD 2015
Sign Repair/Installation	36	74	36	74
Sidewalk Repair/Installation	17	18	17	18
Graffiti Removal	0	3	0	3
Street Clearing/Repair	96	94	96	94
Pothole/Shoulder Repair	11	7	11	7
Storm Drain Cleaning/Repair	144	171	144	171
Tree/Shrub Trimming/Removal/Installation	142	108	142	108
Canal Cleaning/Clearing	1	2	1	2
Shopping Cart Removal	13	20	13	20
Flooding Investigation/Correction	4	1	4	1
Parking Area Maintenance	10	17	10	17
Debris Removal	54	76	54	76
Swale Repair	38	61	38	61
Downed Tree Erected	0	0	0	0
Total	566	652	566	652

Inspections Only:	January 2016	January 2015	YTD 2016	Prior YTD 2015
Sidewalk/Driveway	3	4	3	4
Paving/Drainage	0	1	0	1
Parking/Swale	4	0	4	0
Tree	0	0	0	0
Total	7	5	7	5

Permits Review Only:	January 2016	January 2015	YTD 2016	Prior YTD 2015
Commercial Property	0	1	0	1
Sidewalk/Driveway	0	1	0	1
WASA/Water Main	5	6	5	6
AT&T/Cable TV	7	3	7	3
FPL	1	4	1	4
Curb/Gutter	0	0	0	0
Paving/Drainage/Sewer	3	0	3	0
Tree	12	12	12	12
Fence/Column	0	0	0	0
Parking/Swale	0	0	0	0
Total	28	27	28	27

Activities details:

- Repaired a "Stop" sign at SW 82 Avenue & 120 Street.
- Installed a "Stop" sign at SW 70 Court & 107 Terrace.
- Repaired "Street" signs at SW 63 Court & 92 Street, at SW 62 Place & 117 Terrace, at SW 112 Street & 73 Court, and at SW 106 Street & 65 Avenue.
- Installed "No Parking" signs at the Public Works fuel site.
- Repaired a "Stop Ahead" sign at 6487 SW 92 Street.
- Repaired a "Left Arrow" sign at SW 120 Street & 82 Avenue.
- Installed a "Speed Bump Ahead" sign at Pinecrest Gardens.
- Painted faded sign posts as necessary.
- Removed advertising signs from US1 corridor and rights-of-way as necessary.
- Reported traffic signal malfunction at SW 120 Street & 77 Avenue to Miami-Dade.
- Repaired pot holes/road shoulders at SW 120 Street & US1, at SW 111 Street & 57 Avenue, at SW 81 Road & 112 Street, at SW 67 Avenue (112-120 Streets), at alley of SW 98 Street & 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.
- Installed five new People Mover bus stop signs.

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.
- Safe Routes to School project is in progress 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. Hand-delivered letters asking abutting residents for their comments.
- Stantec Consulting Services are designing the proposed shared use path along SW 104 Street. Public hearing was held 10/6/15.
- David Plummer & Associates acquired Miami-Dade approval for Pinecrest by the Sea median extension at SW 134 Street & Old Cutler Road. National Concrete & Paving submitted lowest construction estimate. Notification letters were hand-delivered to abutting residents and copies left with guard at gate.
- Kendall Drive Beautification is being designed by O'Leary Landscape Design.
- Pinecrest Parkway Medians Beautification is also being designed by O'Leary Landscape Design.
- Hand-delivered project notification letters to area residents at SW 120 Street (US1-82 Avenue), where National Concrete completed drainage, curbing and sidewalk.
- EnviroWaste Services cleaned storm drains at SW 57 Avenue & 100 Street to alleviate flooding.
- National Concrete & Paving completed road widening at 10001 SW 60 Court and at SW 74 Court & 112 Street.
- Richard Mendez, P.E., designed plans for a raised island at SW 90 Street & US1.
- Excel Pest Control removed large bee hive in street tree at 13301 SW 62 Avenue.
- National Concrete is in progress of completing drainage improvements at alley behind 11805 Pinecrest Parkway, at 9301 SW 62 Court, at SW 74 Avenue & 112-114 Streets, at SW 112 Street & 67 Avenue, at 9950 SW 57 Avenue, at SW 72 Avenue & US1, and at SW 60 Avenue & 88 Street.
- Associated Seal & Coating installed stop bars at SW 72 Avenue & 98 Street and at SW 70 Court & 107 Terrace.
- Notified resident at 6885 SW 92 Street of proposed roadway/drainage work along SW 69 Avenue.
- Requested clean out of drain containing gas/oil at 9000 SW 68 Avenue.

/mc

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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	200	9.1	673	30.6	873	39.7
High School SOUTH	210	9.5	983	44.7	1193	54.2
Middle School NORTH	254	11.6	363	16.5	617	28.1
Middle School SOUTH	161	7.3	332	15.1	493	22.4

November 2015

	AM Month Totals	AM Daily Average	PM Month Totals	PM Daily Average	TOTAL MONTH	TOTAL DAILY AVERAGE
High School NORTH	215	11.9	745	41.4	960	53.3
High School SOUTH	254	14.1	1431	79.5	1685	93.6
Middle School NORTH	251	13.9	361	20.1	612	34
Middle School SOUTH	101	5.6	172	9.6	273	15.2

December 2015

	AM Month Totals	AM Daily Average	PM Month Totals	PM Daily Average	TOTAL MONTH	TOTAL DAILY AVERAGE
High School NORTH	130	6.5	470	23.5	600	30
High School SOUTH	151	7.6	525	26.2	676	33.8
Middle School NORTH	176	8.8	253	12.7	429	21.5
Middle School SOUTH	78	3.9	159	8	237	11.9

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						

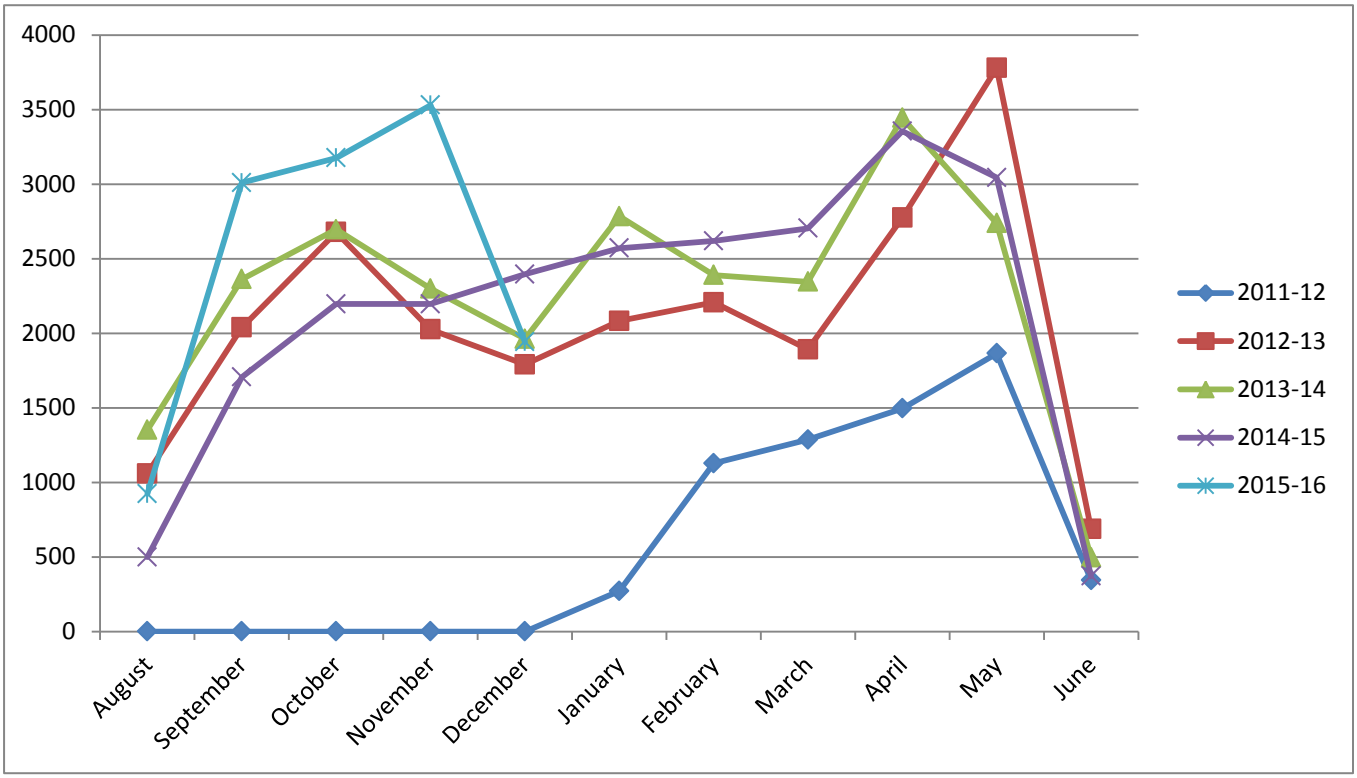
May 2016

	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	3,176	3,530	1,942							**12,581**



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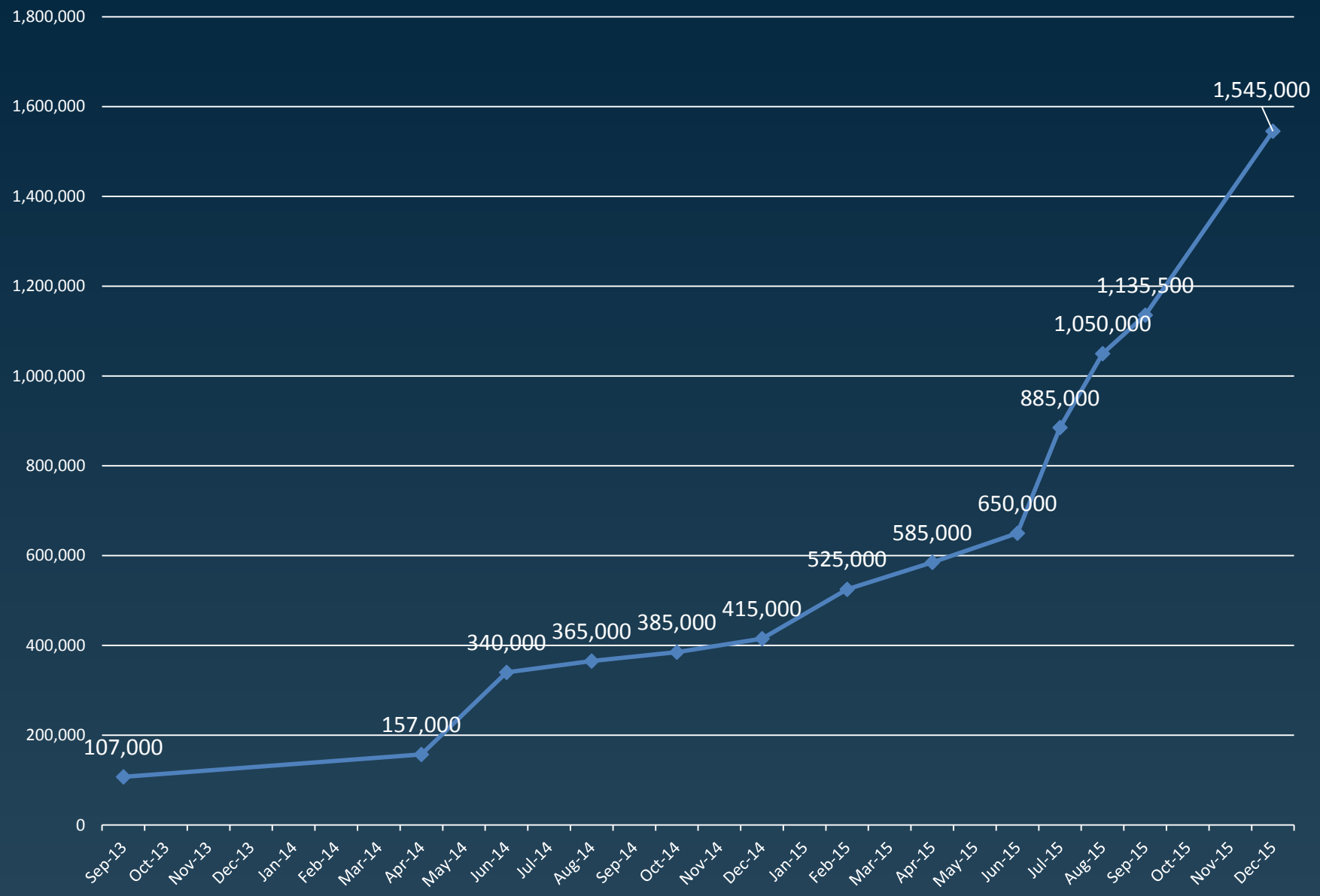
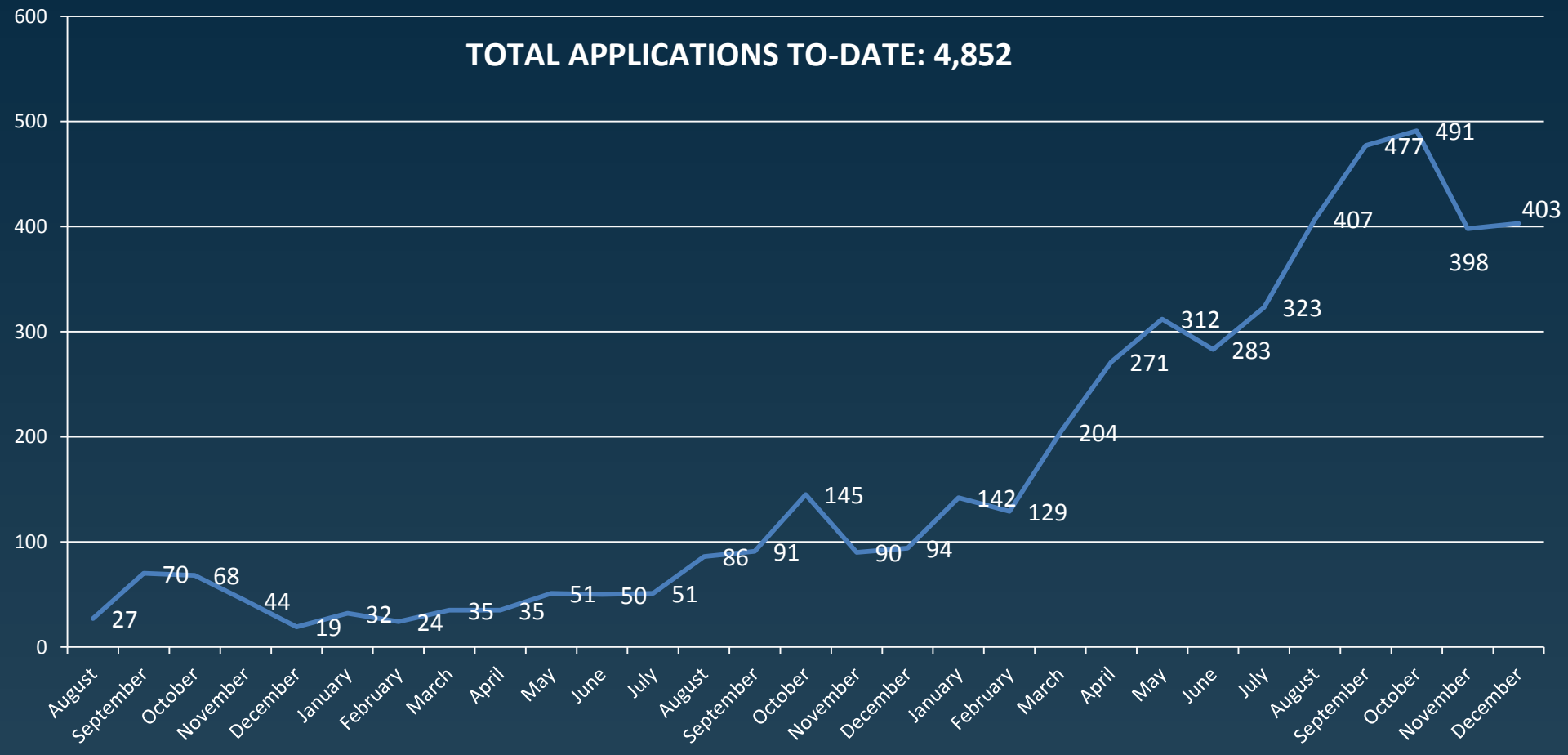
CLEAN ENERGY
GREEN CORRIDOR
BY YGRENE

District Update
January 1, 2016

DISTRICT POPULATION SIZE



APPLICATIONS BY MONTH

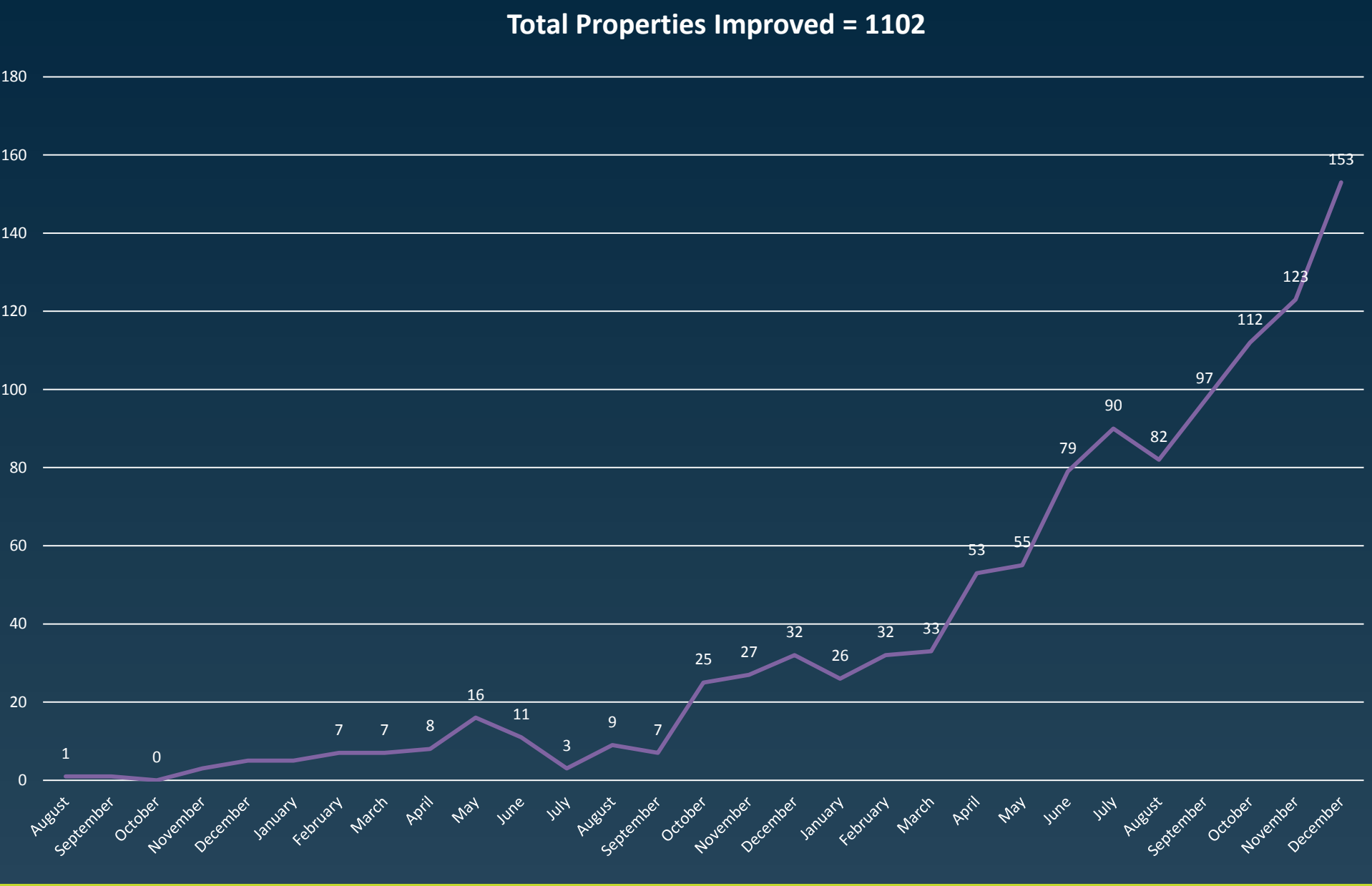


APPLICATIONS BY MUNICIPALITY (2015)

Month	Miami	Coral Gables	Hialeah	Miami Springs	North Miami	NMB	South Miami	Miami Shores	BHI	Surfside	Broward Cities
1	16	6		12			3	13	5		
2	17	16		3			3	4	2	2	
3	48	22		7	1		8	12	1	1	
4	31	19		6	10		6	14	1	2	
5	32	20		6	37		6	16		3	
6	49	23		5	33	11	4	12		4	
7	46	19	29	4	16	8	4	13		4	8
8	44	15	19	10	15	28	4	14	2	1	68
9	73	17	30	5	16	17	7	25			132
10	50	15	38	15	16	20	5	10			134
11	36	18	27	4	14	10	5	8	1	1	129
12	37	14	20	12	15	14	4	13		1	131
Grand Total	479	204	163	89	173	108	59	154	12	19	433

Month	Biscayne Park	El Portal	Pinecrest	NBV	Key Biscayne	Sweetwater	Miami Lakes	Palmetto Bay	Miami Gardens	Cutler Bay
1	7	8	8	3			7	26		30
2	1	6	2				18	25	12	18
3	5	6	10				9	18	17	43
4	12	4	9	2	2	1	8	31	56	28
5	4	9	5				16	37	44	39
6	2	3	6		1		11	18	30	41
7	3	4	5	2	2		11	22	43	30
8	2	5	3	2		2	14	29	35	40
9	4	4	7	1		4	8	24	34	34
10	3	3	9	1		2	13	12	42	25
11	3	4	6				6	18	32	27
12	3	3	5				12	13	39	27
Grand Total	49	59	75	11	5	9	133	273	384	382

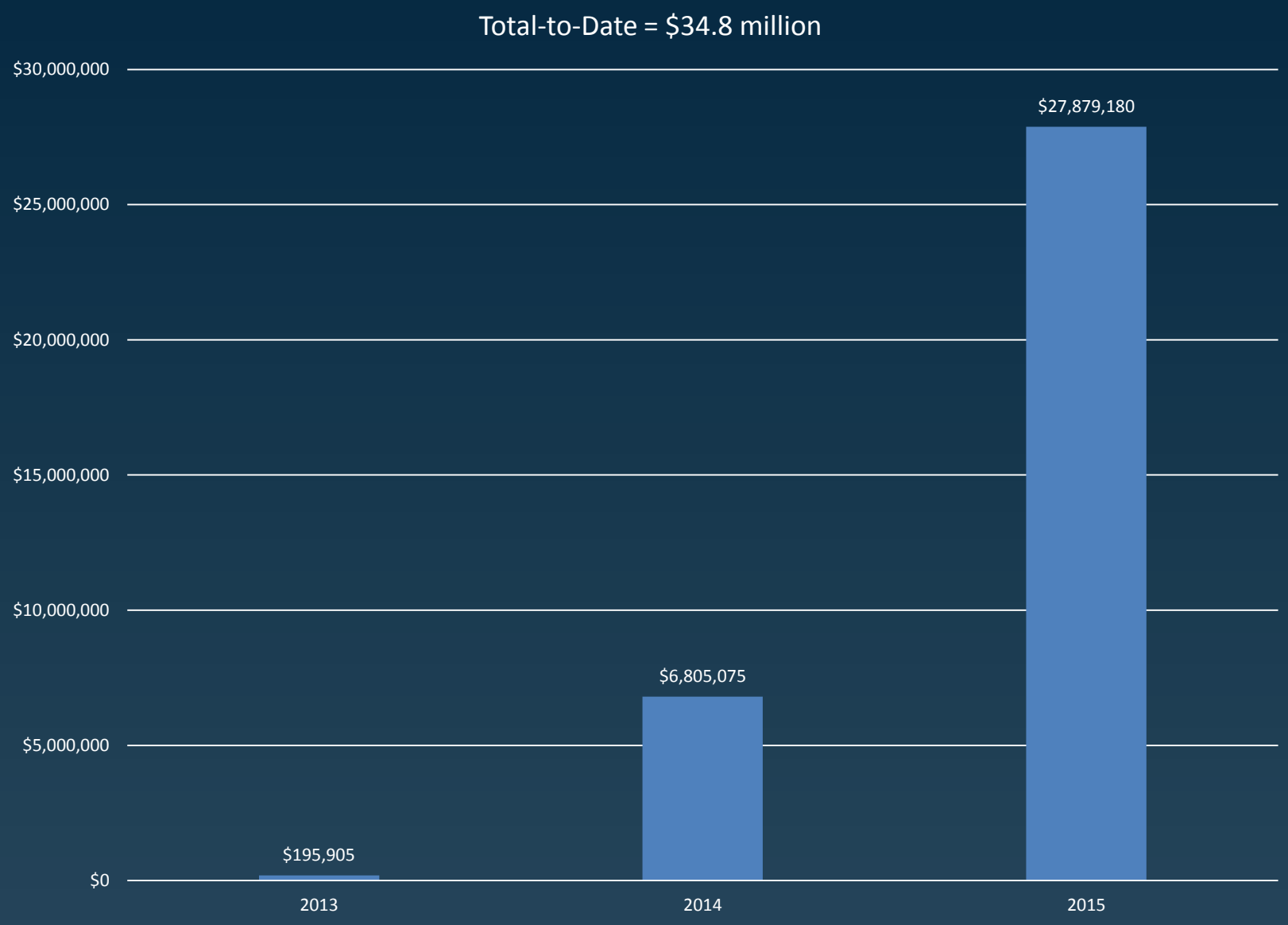
NO. PROJECTS FUNDED BY MONTH



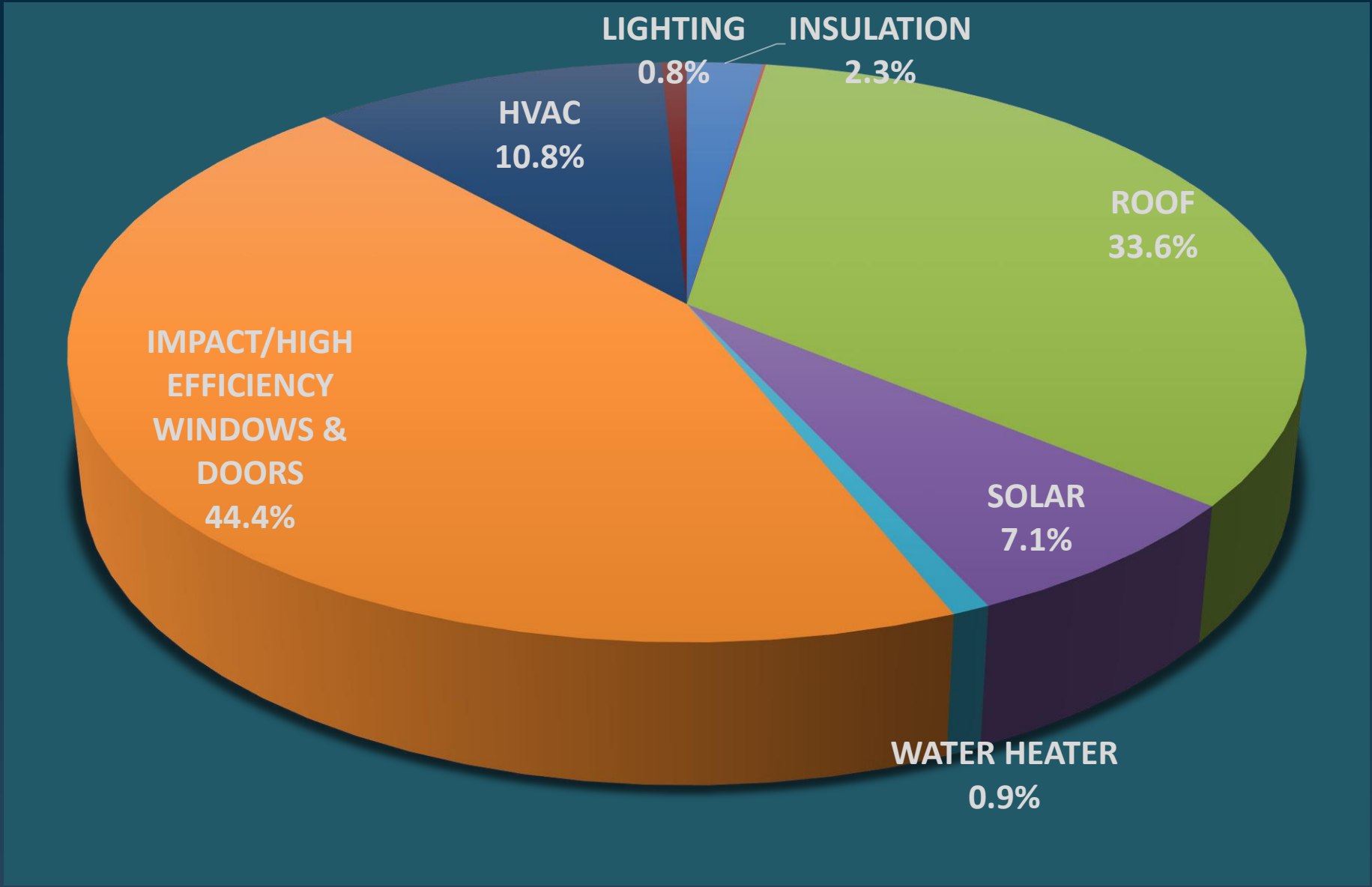
PROJECTS FUNDED AND IN PROGRESS BY MUNICIPALITY

Municipality	No. of Projects Funded	$ Value	No. of Projects in Progress	$ Value	Total Projects	Total Value
BISCAYNE PARK	21	$470,357	7	$134,542	28	$604,899
CORAL GABLES	79	$2,434,166	40	$1,199,975	119	$3,634,141
CUTLER BAY	220	$4,657,348	72	$1,414,600	292	$6,071,947
DANIA BEACH	1	$44,274	3	$30,347	4	$74,621
EL PORTAL	28	$665,496	8	$158,158	36	$823,653
HIALEAH	35	$726,477	57	$951,890	92	$1,678,367
HOLLYWOOD	65	$1,285,773	131	$2,345,981	196	$3,631,755
KEY BISCAYNE	3	$112,986	1	$43,549	4	$156,535
MARGATE	22	$423,839	42	$664,633	64	$1,088,473
MIAMI	115	$3,513,785	85	$2,039,468	200	$5,553,253
MIAMI GARDENS	97	$4,720,867	71	$1,205,008	168	$5,925,875
MIAMI LAKES	25	$553,871	25	$551,270	50	$1,105,141
MIAMI SHORES	68	$2,188,604	29	$690,831	97	$2,879,435
MIAMI SPRINGS	30	$781,969	18	$375,488	48	$1,157,457
NBV	1	$24,930	2	$25,519	3	$50,449
NMB	19	$354,343	22	$343,250	41	$697,593
NORTH MIAMI	39	$715,155	28	$599,226	67	$1,314,381
PALMETTO BAY	164	$7,310,184	51	$1,680,770	215	$8,990,954
POMPANO	0	$0	5	$89,369	5	$89,369
PINECREST	62	$2,948,202	12	$422,479	74	$3,370,682
SOUTH MIAMI	21	$553,975	12	$249,357	33	$803,333
SURFSIDE	9	$368,366	4	$103,262	13	$471,628
SWEETWATER	1	$10,234	1	$8,900	2	$19,134
Grand Total	1125	$34,865,200	726	$15,327,873	1851	$50,193,073

TOTAL FUNDINGS BY YEAR



BREAKDOWN BY TYPE OF IMPROVEMENT



STATISTICS

CLEAN ENERGY GREEN CORRIDOR BY YGRENE

- 97% of volume is residential
- 17% of dollar value is commercial
- Average residential project size is $23,675
- Average residential property value of participants is $457k
- Average LTV Ratio of participants is 51%
- Estimated $87 million in local economic stimulus (multiplier effect)*
- Estimated 210 jobs created*
- Estimated $400,000 revenue generated for local building departments**
- Estimated $350,000 revenue generated by tax collector over next 20 years.

* Based on independent study done by ECONorthwest for PACENow
** Based on an average permit fee of $350 per project

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

MEMORANDUM
Office of the Village Manager

DATE: February 10, 2016

TO: The Honorable Mayor and Members of the Village Council

FROM: Yocelyn Galiano, ICMA-CM, Village Manager

RE: Facility Usage by Community Based Organizations

Aside from those rental fees that are waived periodically by the Village Council on a case by case basis, the Village provides free meeting space to a number of Community Based Organizations. Below is a list of the groups that took advantage of this offering for this past calendar year, as well as the space provided, frequency of use and partnership role (if applicable).

Kendall Camera Club:

- Monthly meeting at Evelyn Greer Park
- Provide photographers at all Village special events

Miami-Dade County:

- When requested depending on availability
- Hosted an informational meeting regarding well water for East Kendall Area (requested by Commissioner Cava)

Miami-Dade County School Board:

- When requested depending on availability
- Miami Palmetto Senior High Poetry Club (2 times per year) – Banyan Bowl
- No Place for Hate Rally (1 per year)

Palmetto High School Alumni Group:

- Approximately once a month at Suniland Park Multipurpose Room or Community Center (depending on availability)

Pinecrest Business Association:

- Monthly meeting at Evelyn Greer Park
- Used to coordinate Taste of Pinecrest event to benefit Pinecrest Schools

Pinecrest-by-the-Sea Homeowners Association:

- Annual meeting at Community Center (depending on availability)

Pinecrest Garden Club:

- Monthly meeting in Hibiscus Room
- Provide annual donation to Pinecrest Garden; since 2003, the Garden Club has donated a total of $24,434. More recently, the Garden Club donated $2,700 in 2011; $2,013 in 2012; $2,056 in 2013; $3,000 in 2014 and $500 in 2015.

MIAMI-DADE COUNTY DEPARTMENT OF CULTURAL AFFAIRS FY 2015-2016
Tourist Development Council Grants Program - 2nd Quarter (Jan 1 - Mar 31)

12-28-2015

ORGANIZATION: Village of Pinecrest - Pinecrest Gardens

CONTACT NAME: Alana Perez

GRANT AWARD: $ 5,250

Dear Alana Perez:

It is my great pleasure to announce that the Miami-Dade County Tourist Development Council approved a FY 2015-2016 award in the amount of $ 5,250 to Village of Pinecrest - Pinecrest Gardens for the project 13th Annual Pinecrest Gardens Fine Arts Festival.

The Restatement of Project Budget Form will be completed and submitted for staff review via the Department's Culture Grants Online (CGO) system. The budget form will be pre-populated with information you submitted at the beginning of the application process. Grantees will be required to update budget information and provide program updates, if applicable.

All materials in the grant agreement package must be completed and returned by 4 PM on Friday, January 22, 2016. Failure to submit a complete and correct grant award package by this date will result in a delay of receiving your grant. Prolonged delay in returning your grant agreements may ultimately result in a forfeiture of your grant award. In addition, grant funds not encumbered (contracted for) by the end of the County's fiscal year in which they were awarded, or for which a project extension has not been approved, shall revert to the Department of Cultural Affairs on September 30th.

Your FY 2015-2016 grant award will be available for release during the County's fiscal year (October 1, 2015 - September 30, 2016) after contracts for your grant award are fully and duly executed. In addition, your grant award will not be released until your completed FY 2015-2016 final report has been received and deemed complete. This report is due no later than 45 days of grant project completion. Final reports will be completed and submitted via your Culture Grants Online account.

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

MEMORANDUM
Office of the Village Manager

DATE: February 9, 2016

TO: The Honorable Mayor and Members of the Village Council

FROM: Yocelyn Galiano, ICMA-CM, Village Manager

RE: National League of Cities Service Line Warrantee Program Update

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Below for your general information is the most recent enrollment information for the above referenced program. The Village has received a royalty check in the amount of $1,038.09 as part of this program.

- External Sewer Line Warranty 23
- External Water Line Warranty 182

In addition, there have been 15 cancellations of the Sewer Line Warranty Policies and 4 of the Water Line Warranty Policies.

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STATE OF FLORIDA

DIVISION OF EMERGENCY MANAGEMENT

RICK SCOTT
Governor

BRYAN W. KOON
Director

February 8, 2016

The Honorable Cindy Lerner, Mayor
Village of Pinecrest
12645 Pinecrest Parkway
Pinecrest, Florida 33156

RE: National Flood Insurance Program Field Community Assistance Contact

Dear Mayor Lerner:

We appreciate your cooperation and that of Leo Llanos, Dave Mendes, and Paul Buckler during the Community Assistance Visit (CAV) meeting held on April 16, 2015. The Florida DEM's State Floodplain Management Office conducts such meetings periodically with communities to discuss their floodplain management programs, participation in the National Flood Insurance Program (NFIP), and staff activities concerning development in floodplains. The visit also gives us an opportunity to assess enforcement of the local ordinance that was adopted to meet the requirements for participation in the NFIP and to determine whether additional technical assistance is needed.

Our assessment finds that the Village of Pinecrest is appropriately implementing its floodplain management program. All follow-up compliance items listed in the attached CAV report has been satisfactorily resolved. Therefore, it is our pleasure to close the CAV report and to advise the Village and FEMA Region IV that we find the community eligible to participate in the Community Rating System (CRS).

Attached is the CAV report describing the findings of our visit. The report has been provided to FEMA for its records. Should you have any questions regarding the Field Community Assistance Contact, please contact me, at (850) 922-5269 or by email at steve.martin@em.myflorida.com

Sincerely,

Steve Martin

Steve Martin, CFM
NFIP Coordinator and State Floodplain Manager
Bureau of Mitigation

SM/

Attachment:	Field Community Assistance Contact Report
cc:	Miles Anderson, Chief, Bureau of Mitigation
	Danny Hinson, State CRS Coordinator
cc/attach:	Stephen Olmsted, Planning Director
	Leo Llanos, Building Official
	Janice Mitchell, Insurance Specialist, FEMA Region IV
	Sherry Harper, Senior Technical Coordinator, ISO Community Hazard Mitigation

2015 Community Assistance Visit

Village of Pinecrest CAV Report

February 3, 2016

State Floodplain Management Office
Bureau of Mitigation
Florida Division of Emergency Management

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1. INTRODUCTION

1.1 General

On April 16, 2015, the Florida Division of Emergency Management, State Floodplain Management Office (SFMO) conducted a Community Assistance Visit (CAV) with the Village of Pinecrest (CID 120425) in accordance with the procedures set forth in the Federal Emergency Management Agency (FEMA) Community Assistance Program.

1.2 Purpose

The purpose of the CAV was to assess the Village of Pinecrest's floodplain management program and overall knowledge of the National Flood Insurance Program (NFIP), and to provide Village of Pinecrest staff with any technical assistance in general or specifically relating to identified program deficiencies. CAVs provide an opportunity to establish or re-establish working relationships between the SFMO and NFIP participating communities to create a greater awareness of the NFIP and its requirements.

1.3 CAV Structure

The CAV consisted of a floodplain tour by SFMO staff, followed by a meeting with Village of Pinecrest staff to discuss the community's floodplain management program in general and to examine floodplain permit files.

1.4 Attendees

The CAV meeting was attended by Leo Llanos (Building Official and Floodplain Administrator), Dave Mendes (Stormwater Permit Review), Paul Buckler (Building Plans Examiner), and Cindy Lerner (Mayor) of the Village of Pinecrest; and Ned Fernandez, CFM, and Carly Foster, CFM, AICP, of ARCADIS on behalf of the SFMO.

1.5 Community Contact Information

Floodplain Administrator (FPA):	Leo Llanos, Building Official 12645 Pinecrest Pkwy. Pinecrest, FL 33156 305-234-2121 llanos@pinecrest-fl.gov
Mayor:	The Honorable Cindy Lerner, Mayor 12645 Pinecrest Pkwy. Pinecrest, FL 33156 305-234-2121 mayorlerner@gmail.com

2. FINDINGS

2.1 Are there problems with the community's floodplain management regulations?

Serious. Prior to the CAV meeting, the Village of Pinecrest's flood damage prevention ordinance was reviewed only for the purpose of discussion about program implementation and to determine if any substantive deficiencies may be found in the ordinance. There were some substantive problems found in the ordinance, especially in relation to elevation requirements for non-residential construction or substantial improvements in the flood zone. The community's standards for non-residential construction state that the lowest floor shall be elevated to the base flood elevation (BFE) or four inches above the highest crown of the abutting road or sidewalk. This standard is not in compliance with the Florida Building Code, Building Volume, which has freeboard requirements based on structure use and occupancy.

To correct this compliance issue, the community is currently working to adopt Florida's State model flood damage prevention ordinance, which has been formally approved by FEMA Region IV and is coordinated with the International Code Council Building Code and the Florida Building Code. The Village expects to adopt the ordinance in early 2016.

2.2 Are there problems with the community's administrative and enforcement procedures?

Minor. The Village of Pinecrest has effectively maintained the application and enforcement of its ordinance, despite inconsistencies with the FBC. The community requires permits for all construction activities in the SFHA. In addition, it is the responsibility of the permit applicant to submit as-built Elevation Certificates, as applicable. During the CAV meeting, the community was requested to provide Elevation Certificates that were issued in the last 5 years, the majority of which were promptly provided to the SFMO electronically and in hard copy. Refer to Section 4.4 below for details on the community's certification requirements.

2.3 Are there engineering or other problems with the maps or flood insurance study?

None. The Floodplain Administrator did not note any engineering or other problems with the community's maps, which were updated in September of 2009.

2.4 Are there other problems in the community's floodplain management program?

Minor. Aside from the Village's ordinance compliance issues, the Village appears to appropriately implement its floodplain management ordinance and is eager to take corrective actions to join the Community Rating System so that it may offer residents discounts on flood insurance.

Challenges that the community faces in terms of implementing its floodplain management program include Substantial Improvement/Substantial Damage (SI/SD) determinations. Often, property owners that apply for structural improvement permits which would qualify as an SI scale down their project in order to avoid bringing the entire structure up to code. Although this is not inherently a problem from

an NFIP regulations standpoint, as minimum standards are being met – the community's proposed floodplain management ordinance will incorporate a cumulative approach to determining substantial improvements (over a 5 year period). The SFMO requests that the community provide documentation of how permits are being tracked to and documentation of how the community tracks cumulative improvement in accordance with its ordinance.

2.5 Are there programmatic issues or problems identified?

Yes. As referenced in Section 2.1, there are concerns regarding the Village's floodplain management ordinance.

2.6 Are there potential violations of the community's floodplain management regulations?

No. Prior to the CAV meeting, the Village of Pinecrest provided SFMO staff a list of permitted work within the SFHA ongoing or completed within the last five years; approximately 134 properties. The list was first toured virtually using Google Earth, the results of which were used to select a smaller sample of 28 geographically dispersed properties was chosen to visit during the field tour. Following the CAV meeting, the City actively coordinated with the SFMO and provided documentation appropriate to resolve questions regarding 41 potential violations observed during the floodplain tour.

It should be noted that the community also requires structure elevations of .67 feet above the crown of the adjacent or highest abutting road for residential structures, depending on the BFE. Nevertheless, the SFMO cannot easily confirm compliance with this element of the community's ordinance as this elevation is not included on FEMA's Elevation Certificate form and does not appear to be otherwise tracked from the documentation provided by the Village. As such, the permits were reviewed only for requirements of the NFIP, which include elevation of residential structures to the BFE or higher.

3. COMMUNITY BACKGROUND

3.1 Geography, Population, and History of Flooding

Incorporated in 1996, the Village of Pinecrest covers approximately 7.6 square miles of Miami-Dade County, lying just west of the Biscayne Bay. At the time of the meeting the population of Pinecrest was 19,088, giving the Village a density of approximately 2,512 people per square mile. The population has remained generally stable since the area was quickly developed in the 1990s following severe damage sustained from Hurricane Andrew in 1992. Within the Village of Pinecrest, the development type is consistently slab on grade, single family residential structures, with limited commercial development activity.

Much of the community lies in the flood zone, primarily the AE and AH zones. Uses found within the AE and AH zones are both residential and non-residential. With the aforementioned proximity to the Bay, as well as a canal regulated by the South Florida Water Management District, the Village has the

potential for periods of severe flooding if a storm event should occur. Despite this, Village staff indicated that there have been no major flooding events within the past 5 years.

3.2 Community Assistance Visit / Community Assistance Contact History

According to FEMA's Community Information System (CIS), the Village of Pinecrest's last CAV was conducted by SFMO on August 14, 2003. The last Community Assistance Contact (CAC) was conducted on May 16, 2013. The summary notes for the CAC noted that the Village is required to revise its floodplain ordinance by November 1, 2013; the Village is currently working to adopt the model flood damage prevention ordinance and expects to do so in early 2016.

3.3 Floodplain Administrator

Leo Llanos administers the floodplain management program for the Village of Pinecrest, and is also the community's Building Official and Director. He has served in this capacity for 16 years and has experience working with the NFIP for 20 years, but has not yet obtained his floodplain manager certification. Floodplain management responsibilities are divided amongst Leo Llanos, Paul Bucker, Building Plans Examiner and Pat Janisse, Village Planner. There does not appear to be confusion in the division of responsibilities.

3.4 Flood Insurance Statistics

According to CIS, as of December 31, 2014, the Village of Pinecrest has 1,332 NFIP policies that generate $988,387 in annual premiums, resulting in a total insurance coverage of $373,396,400. There are 6 minus-rated policies, which are all located in the A Zone. There have been twelve closed paid losses totaling $359,376. The community has 14 repetitive loss structures, 6 within AE, AO, AH, or A zones, and 8 within B, C, or X zones. There is one structure with four or more losses. The total repetitive loss payment for buildings is $1.2 million.

4. DEVELOPMENT

4.1 General

As referenced in Section 3.1, the Village of Pinecrest is fully developed, with much of the community located within the SFHA. The predominant type of construction in SFHAs is concrete masonry residential structures on grade.

4.2 Development Review Process

The Village's general procedures for the review of permits are appropriate. Staff indicated that three elevation surveys are required for new construction: 1) Prior to construction, 2) Prior to tie beam construction or lowest finished floor is set, and 3) for the post-construction final survey. Building inspectors conduct site visits once floor slabs are constructed to ensure finished floor elevations are consistent with the scope of permitted work. An Elevation Certificate is required at final inspection prior

to issuance of a Certificate of Occupancy. New or improved commercial developments are required to apply for one or more permits from the Miami-Dade County Department of Environmental Resource Management (DERM).

4.3 Substantial Improvement / Substantial Damage

The community's definition of "substantial improvement" meets NFIP criteria, and can be found in Article 9 of Pinecrest's Code of Ordinances – Rules of Construction and Definitions. Moreover, the community's definition of substantial improvement incorporates the cumulative calculation of improvements to a structure over the course of 5 years, which exceeds NFIP and FBC requirements. This definition is expected to be carried into the community's new ordinance as well. As referenced in Section 2.4, the SFMO requests the Village to evaluate and provide documentation of compliance with the definition of substantial improvement determinations in its ordinance. The Village of Pinecrest has not permitted any substantial improvements or issued any substantial damage designations within the last five years.

4.4 Floodplain Certifications

As development in Pinecrest's SFHA consists of mostly residential construction or improvements in the AE zone, the most common certification requirement is that of Elevation Certificates. Per the Village's floodplain management ordinance, it is the duty of the floodplain administrator to verify and record the actual elevation of the lowest floor of all new or substantially improved structures (Div. 6.3, Section (c)3.). Although not referenced in Pinecrest's floodplain management ordinance, the Elevation Certificates demonstrate compliance with 44 CFR.

4.5 Accessory Structures

The Village of Pinecrest regulates accessory structures in the same manner as residential development. Accessory structures must have finished floor elevations raised to or above the BFE. All accessory structures must also meet anchoring requirements set forth in the community's ordinance, the Florida Building Code, and the NFIP.

4.6 Manufactured Homes / Recreational Vehicles

The Village of Pinecrest does not currently have any manufactured home parks or subdivisions in the SFHA. Nevertheless, the community's floodplain management ordinance requires that all manufactured homes shall be anchored to prevent flotation, collapse, or lateral movement (Div 6.3, Section (d) 1.b.). Recreational vehicles and park trailers are not referenced in the community's floodplain management ordinance. The SFMO strongly advises that the community adopt the State's model floodplain management ordinance in order to properly regulate such vehicles.

4.7 Historic Structures

The Village of Pinecrest has several historic structures. The Village's ordinance provides variance criteria for historic structures, though no variances have been approved in the last five years. Village staff identified a recent project which required flood proofing of a historic commercial structure at Pinecrest Gardens on 57th Avenue.

4.8 Violations and Enforcement

The Village employs a Code Enforcement team which consists of two full time officers that patrol the community on a daily basis. When Code Enforcement finds unpermitted work or when there is a residential complaint regarding unpermitted work that takes place on the weekend, the community issues a stop work order immediately and conducts an inspection for compliance. Both Village staff and residents take pride in the requirements and enforcement policy and procedures that the Village has displayed in regard to floodplain management. This reputation will persist as the Village plans to adopt freeboard requirements within the next year. Again, the SFMO advises the Village to adopt the State's model flood damage prevention ordinance to ensure that regulations are compliant with NFIP and FBC standards. No violations or enforcement actions were being pursued by the Village at the time of the CAV.

4.9 Variances

There have been no variances from the floodplain management regulations granted by the Village of Pinecrest in the past five years. If there is an application for a variance from Pinecrest's floodplain management regulations, the variance is considered by the Village Council, which requires a thirty day notice for a hearing.

5. MITIGATION

5.1 Mitigation Initiatives

The Village of Pinecrest currently does not participate in CRS. During the CAV meeting, Mayor Cindy Lerner stated the desire to position the Village of Pinecrest as a leader in flood and climate change mitigation, and as a result is very interested in participating in CRS. In addition, the Village is in the midst of a Storm Water Master Planning process which includes planning elements that incorporate resiliency into the Comprehensive Plan, designated Climate Adaptation Action Areas, and construction of multiple drainage improvements in recent years. The community has been working actively to mitigate existing and future flood impacts.

5.2 Mitigation Grant Activity

The Village of Pinecrest does not have any current grants open in the community, though the community is interested in obtaining more information about funding to supplement existing and

planned efforts. Such information was provided to the Village by SFMO staff in follow up correspondence.

6. FOLLOW-UP

6.1 Ordinance Action Required by February 28, 2016

The Village of Pinecrest is currently coordinating with the SFMO's contracted technical staff to adopt the state model ordinance so that the community's regulations are consistent with the Florida Building Code and compliant with the NFIP. Although adoption is expected to be finalized in December of 2015, the SFMO requests that the Village adopt the model ordinance no later than February 28, 2016.

6.2 Community Actions Required by February 28, 2016

As indicated in Section 2.6 of this report, 13 permit files remain unresolved within the Village of Pinecrest as they are either missing Elevation Certificates or have Elevation Certificates that indicate elevation heights are not in compliance with the NFIP (44 CFR §59-60).

Communities participating or wishing to participate in the CRS are required to use the FEMA Elevation Certificate format. Such certificates are required and must be readily available on-site particularly should the Village of Pinecrest wish to join CRS. The bulleted list below provides a list of six addresses that are missing Elevation Certificates.

- 6700 SW 132nd Street
- 6969 SW 101st Street
- 7380 SW 114th Street
- 9740 SW 72nd Court
- 10555 SW 75th Avenue
- 10825 SW 69th Avenue. Note that an Elevation Certificate that was complete in 2008 was provided for this property. However a permit was submitted in 2010 for new construction of a single-family home; therefore the EC on file does not reflect elevations of the current structure at this address.
- 11525 SW 69th Court

The SFMO also found in its review of permit files that seven properties in the Village have first floor elevations that do not appear to be compliant with the community's floodplain management ordinance or the NFIP, which require that all new and substantially improved residential structures within the flood zone have their lowest floor (including basement) elevated to or above the BFE *(44 CFR 60.3(c)(2); Pinecrest, Florida Code of Ordinances, Div. 6.3 – Flood damage prevention. Section (d)2.a.).* According to Elevation Certificates provided by the community, there are seven properties that are not properly elevated to the BFE. These properties include:

- 6703 SW 130th Terrance: BFE is 10 feet; first floor elevation is 9.9 feet.

- 7401 SW 118th Street: BFE is 10 feet; first floor elevation is 9.61 feet.
- 10600 SW 72nd Avenue: BFE is 10 feet; first floor elevation is 9.29 feet.
- 11001 SW 74th Court: BFE is 10 feet; first floor elevation is 9.91 feet.
- 11040 SW 73rd Court: BFE is 10 feet; first floor elevation is 9.7 feet.
- 12705 SW 71st Avenue: BFE is 10 feet; first floor elevation is 9.84 feet.
- 13556 SW 58th Court: BFE is 11 feet; first floor elevation is 7.88 feet.

SFMO staff requests that the Village of Pinecrest conduct an investigation into the current method of calculating SI/SD, as well as the acquisition of Elevation Certificates and implementation of NFIP and FBC elevation requirements, and provide the results of this investigation, as well as any plans for corrective action by March 28, 2016.

6.3 State Actions

The SFMO will continue to provide technical assistance to the Village of Pinecrest in its process to pursue participation in the Community Rating System. The SFMO will continue to provide information on training opportunities related to the new code, or for other topics, when requested. The SFMO will also ensure that the Village receives information and technical assistance regarding available mitigation grant programs.

SFMO staff indicated during the interview that the State of Florida is in the process of implementing a pilot program to support communities in gaining acceptance into the Community Rating System (CRS), as well as maximizing the earning of CRS credits. The program will support NFIP-compliant communities that have a strong interest in improving flood resiliency, as well as improving compliance with the intent of 44 CFR 60 regulations, and are interested in doing so through adoption of certain "performance measures".

The SFMO is providing below the web address to the proposed resolution and the Seven Performance Measures that must be adopted by the community to ensure compliance with the NFIP, and eligibility to join CRS, if desired. The SFMO will provide technical assistance to the community regarding resolving compliance issues and adopting or implementing the Seven Performance Measures available in hard copy and/or fillable PDF formats on the SFMO's website: http://www.floridadisaster.org/mitigation/CRS-CAV-pilotprogram/

The list of performance measures is as follows:

1) Adopt State model flood ordinance coordinated with FBC
2) Annually conduct floodplain tours to verify compliant development
3) Develop and implement flood zone permit application and checklist
4) Confirm accuracy of elevation certificates during construction and at CO
5) Send letters annually to fuel tank and Heating Ventilation and Air Conditioning (HVAC) contractors to ensure tanks and HVAC units are elevated and anchored

6) Develop procedures for determining Substantial Improvement/Substantial Damage
7) Post or link Elevation Certificates and digital FIRMs on community websites.

Once the community has resolved the compliance issues identified in Section 6.2, adopted the resolution committing to implement the Seven Performance Measures, and the community provides the required CRS documentation identified in the FCAC report, the SFMO will advise FEMA that the community is deemed eligible to participate in CRS.

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

MEMORANDUM
Office of the Village Manager

DATE: February 10, 2016

TO: The Honorable Mayor and Members of the Village Council

FROM: Yocelyn Galiano, ICMA-CM, Village Manager

RE: Staffing Change in Building and Planning Department

The following information is provided for your general information and no action is necessary on the part of the Village Council.

The Building and Planning Department has experienced a significant increase in permit activity since the market downturn in 2009. For example, during FY 2009 a total of 2,553 permits were issued and for FY 2015 a total of 3,444 permits were issued. More significantly, the number of field inspections have risen 58% from 10,535 in 2009 to 16,634 in 2015.

As you are aware, the department's plans review and inspection staff is augmented by consulting firms retained by the Village to perform building discipline plan reviews, field inspections, etc. on an as needed basis. As the building industry continues to ramp up, the Village continues to provide plan review services on a timely basis. However backlog of reviews is occurring more frequently with quite lengthy lead times. In 2011, for example, 2,715 building plan reviews were completed. However in 2015, that number rose to 3,955 reviews – a 46% increase in workload. Similar increases (51%) have been experienced in the zoning plan review process.

At this time and considering the above information, I have authorized the creation and hiring of a new in-house, full time position in the Building and Planning Department titled Assistant Building Official (see attached position description). This position will help address the increasing trend in building plan reviews and improve overall workload productivity for the department. In addition, this new position will address the need for a designated Floodplain Administrator that is part of the Village's participation in FEMA's Community Rating System, and also allow an opportunity to train and vet personnel for better succession planning anticipating the ultimate retirement of the current Building Official.

The budgetary impact of this new hire will be partially offset by the elimination of one outsourced consulting architect position ($81,120 budgeted allocation for FY 2016) which traditionally provided 25 hours per week of building plans and Americans' with Disabilities Act accessibility review services to the department. The pay grade range will be $85,945.43 - $118,346.59 plus benefits. The balance of the funds will be paid by revenues produced by the Building and Planning Department which exceed the expenses for the entire department.

Assistant Building Official

General Purpose

Performs professional, technical and administrative work enforcing and ensuring compliance with all of the provisions of the Florida Building Code, Miami Dade County Code, Village Code, floodplain management regulations and other related codes as they relate to plans review, inspection, permitting, and conformance with the American with Disabilities Act (ADA) and the Florida Accessibility Code.

Classification Identification

EEF37.5: Executive Exempt, full-time.

Supervision Received & Exercised

Works under the general supervision of the Building Official. A person in this classification is expected to work under minimal supervision and exercise discretion and independent judgment in the performance of assigned duties.

Essential Duties and Responsibilities

The following duties are normal for this position. The omission of specific statements of the duties does not exclude them from the classification if the work is similar, related, or a logical assignment for this classification.

- Enforce and interpret the Building Code and other related codes and ordinances of the Village of Pinecrest including, but not limited to, site inspections, building plans review and occupational licenses.
- Perform periodic inspections of construction, repair, addition or alteration projects that require compliance with the Florida Building Code and other applicable construction codes.
- Review building and roofing plans and permit applications and perform periodic inspections of residential and commercial roofs to ensure conformity with current building and structural codes.
- Under the direction of the Building Official, review and prepare preliminary architectural plans, designs and specifications for Village buildings and structures.
- Assist in the management and oversight of all phases of architectural/construction and interior Village projects from inception, planning, design, specification, construction and completion phases.
- Ensure compliance with plans and specifications, quality of materials, scheduling, and completion timelines for Village projects.
- Oversee the architectural work being performed for the Village by consultants and contractors. Ensure compliance with specifications, building codes, program requirements and Village requirements.
- Administer the Village's floodplain management program. Issue floodplain permits for structures within floodplains and inspect development to determine compliance with the community development standards and NFIP requirements.
- Establish base flood elevations (BFE's) in all flood zones in accordance with FIRM (Flood Insurance Rate Maps) maps, prohibiting development within floodways; assisting in adoption, maintenance and enforcement of the Village's Flood Damage Prevention Ordinance which may include fines and penalties.
- Maintain records regarding development; building permit applications, receipt of fees paid, site plans, surveys, permits and approvals from other agencies, elevation certificates, LOMA, appeals, appellant board actions, variances, correspondence, Certificate of Occupancy, and other related floodplain management actions.
- Serve as the Floodplain Administrator.
- Establishes and enforces regulations for the State Threshold Inspection Program.
- Functions as the Village's ADA coordinator. Responsible for identifying barriers to accessibility and recommending remedial actions so that all Village-owned properties comply with federal and state regulatory accessibility requirements.
- Coordinates activities with the appropriate departments relative to ADA compliance and constructions/remodeling projects, including but not limited to, architectural criteria, construction standards and plans.
- Visits construction sites to evaluate how projects are progressing as the construction work relates to ADA compliance.

- Exercises the powers of the Building Official during the absence of the Building Official as specified by the Building Official.
- Prepare and submit reports of department activities to the Building Official.
- Attend periodic meetings as directed by the Building Official.
- Assist the Building Official with annual budget estimates and accompanying descriptions of need.
- Maintain high ethical, honesty and moral standards.
- Must be prepared and available to work during a hurricane in the Village's EOC.
- Ability to get along with others and work effectively with the public and fellow workers.
- Perform any other assigned duties.

Minimum Qualifications

- A Registered Professional Engineer (PE) or Registered Professional Architect licensed in the State of Florida.
- A minimum of five (5) years' combined experience as an architect, engineer, plans examiner, building code inspector, registered or certified contractor or construction superintendent with familiarity with a variety of the field's concepts, practices and procedures. Supervisory experience a plus.
- Must hold a valid standard certificate issued by the State of Florida Department of Business & Professional Regulation Board of Building Code Administrators and Inspectors Board in the category of Building Code; (administrator or meet the minimum qualifications required per FS468.609 and successfully passing the examination approved by the Board within the first twelve (12) months of employment).
- Must be certified or eligible for certification as a Chief Building Inspector and Building Plans Examiner by the Miami-Dade Board of Rules and Appeals.
- Current certification or the ability to meet the requirements for certification by the United States Green Building Certification Institute (USGBCI) for LEED Green Associate (GA) within the first twelve (12) months of employment.
- Ability to obtain and maintain Flood Plain Manager certification within twelve (12) months of employment.
- Ability to meet and deal with the public in an effective and courteous manner.
- Must hold a valid motor vehicle operator's license.
- Must be fluent in the English language. Ability to communicate in Spanish is a plus.
- Applicants must complete all requirements established by the Village of Pinecrest for employment. This may include, but not limited to, a written examination, typing test, psychological screening to determine suitability for position, polygraph examination, comprehensive background investigation, and a job-related medical examination including a drug/alcohol screening test.
- Must be a non-smoker.
- The minimum requirements may be waived by the Village Manager.

STATE OF FLORIDA

DIVISION OF EMERGENCY MANAGEMENT

RICK SCOTT
Governor

BRYAN W. KOON
Director

February 8, 2016

Ms. Yocelyn Galiano, Manager
Village of Pinecrest
12645 Pinecrest Parkway
Pinecrest, Florida 33156

Dear Ms. Galiano:

We applaud your community's decision to base your recently adopted floodplain regulations on the State's model ordinance prepared by our office. This model has been approved by FEMA Region IV as satisfying the minimum regulatory requirements of the National Flood Insurance Program (NFIP). Therefore, the floodplain management regulations of the Village of Pinecrest are deemed to meet the NFIP requirements for continued participation in the NFIP.

Your ordinance includes at least one technical amendment to the Florida Building Code to preserve "higher standards" that were in your previous regulations or to adopt new standards. Pursuant to 553.73(4)(a), F.S., local amendments to the Florida Building Code are to be transmitted to the Florida Building Commission within 30 days after enactment. Please contact the Florida Building Commission's Office of Codes & Standards by calling (850) 487-1824. They can help you submit your ordinance to them.

Please note that any subsequent changes to these regulations, including any future amendments to adopt requirements or code amendments that exceed NFIP minimums, should be reviewed by this office prior to adoption. As the NFIP State Coordinating Agency, one of our responsibilities is to work with communities to ensure they remain in compliance with the NFIP requirements for participation in the NFIP.

We appreciate the effort of your staff to move this important ordinance through your adoption process. Please do not hesitate to contact us at floods@em.myflorida.com and (850) 413-9960.

Sincerely,

Steve Martin
State Floodplain Manager

cc: Stephen Olmstead, Planning Director

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TAB 8

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

MEMORANDUM
Office of the Village Manager

DATE: February 10, 2016

TO: The Honorable Mayor and Members of the Village Council

FROM: Yocelyn Galiano, ICMA-CM, Village Manager

RE: Pinecrest Fire Rescue Department Feasibility

As part of the amended 2013 Strategic Plan, the Village Council established a goal to develop a report on Fire Rescue Services for the Village that analyzed the services provided by the Miami-Dade Fire Rescue District and investigated the feasibility of establishing a Village Fire Rescue Department or contracting out the service with another neighboring jurisdiction. Based on that directive, a report was commissioned from a consultant (Tri Data Division, System Planning Corporation) and submitted to the Village Council in June 2014.

Following the presentation of the final Tri Data report, attached hereto as Exhibit A, the Village Council held a workshop on January 27, 2015 to review its findings in more detail and discuss possible next steps. A memorandum dated January 22, 2015, attached hereto as Exhibit B, was provided as additional information for the workshop.

During the January 27, 2015 workshop, the Village Manager was directed to contact the City of Coral Gables to inquire about the feasibility of partnering for Fire Rescue services. On March 19, 2015, Assistant Village Manager Menendez and I attended a meeting with Coral Gables City Manager Swanson-Rivenbark and Fire Chief Stolzenberg during which we requested a proposal from the City. Attached for your general information as Exhibit C is a letter dated December 14, 2015 received from the City of Coral Gables addressing the feasibility of providing automatic and ancillary Fire Rescue Services to the Village should a referendum to opt out of the Miami-Dade Fire District be successful.

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Village of Pinecrest, Florida

REVIEW OF FIRE/RESCUE SERVICE DELIVERY OPTIONS

FINAL REPORT

June 2014

Prepared by:
TriData Division,
System Planning Corporation
3601 Wilson Boulevard
Arlington, VA 22201

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EXECUTIVE SUMMARY

TriData, a division of System Planning Corporation (SPC), based in Arlington, Virginia, was contracted to analyze the situation regarding fire and EMS services for the Village of Pinecrest. Miami-Dade Fire Rescue (MDFR), a legal tax district under the Florida State annotated code, is the current provider of these services. At issue for Pinecrest are the costs for service by MDFR, long response times, and coverage to southeast Pinecrest. MDFR is one of the largest and most effective fire departments in the U.S. Its personnel are well trained and professional.

The purpose of this study was to examine the options available to the Village Council, which was to include starting a new Pinecrest Fire Department, or contracting service from another agency. A previous Village Council reached agreement with neighboring Coral Gables to provide service in 2007. An agreement was never finalized.

In agreeing to conduct this study the Pinecrest Village Council has not decided to change service providers – it wants this study for informational purposes to better understand the situation and possible options. As this study is for informational purposes, and there are policy issues associated with any future decision the Council may make, there are no recommendations as to the best way forward for the Village.

The Village accesses MDFR services approximately 1,300 times per year with the majority of calls being medical. There are few fires in the Village, only 26 incidents over the three-year period of 2011-2013, and losses for those fires was just over $79,000. “Motor Vehicle/Auto/Passenger Vehicle Fires" generated the most dollar loss at $60,000.

Four MDFR stations provide most of the service to Pinecrest. Station 23 (Suniland - 7825 SW 104th Street) and Station 49 (Pinecrest - 10850 SW 57th Avenue) are the closest stations and handle 84 percent of the calls in Pinecrest. Station 4 (Coral Reef - 9201 SW 152nd Street) and Station 14 (South Miami - 5860 SW 70th Street) are the next closest.

Response travel times from the four stations were analyzed using Geographic Information System (GIS) software. Also analyzed were the actual incidents occurring over the three-year period (2011-2013). The analysis shows that travel times are very good when calculated using averages and not very good when the national standard for the 90th percentile of calls. Incident data travel times provided by MDFR was not very good, so the 90th percentile analysis, in our opinion, is incomplete. The GIS analysis does show a gap in coverage in southeast Pinecrest, which would cause longer response travel times.

MDFR staff acknowledges that southeast Pinecrest and neighboring Cutler-Palmetto Bay have longer response times and is making plans to add a new station. Three sites are under consideration: two sites near SW 152 Street and & SW 67th Avenue and one at the U. S. Department of Agriculture (USDA) site in southeast Pinecrest. A new station is expected to be constructed within the next two to three years. The USDA property is best in terms of coverage for Pinecrest, though either site fills the gap in coverage for southeast Pinecrest.

From 2009-2013, Village residents paid a total of $41.4M for emergency services from the County, an average of $8.3M per year. If the contract arrangement with Coral Gables, which offered service at $26.0M over five years, had been formalized, the Village would have saved approximately $15.4M.

The tax-levy formula used by the County includes only property assessed value in determining the fire tax. For Pinecrest, which is mostly residential and has high-value residential homes, property owners pay a relatively high amount for service because of that formula. This study analyzed the cost for service paid by Pinecrest as compared to Miami Lakes, which is much larger in population. The average cost per homeowner in Pinecrest is much higher than Miami Lakes.

The Village does have options concerning its future fire/ rescue service. In addition to continuing service with MDFR, one option is for the Village to begin its own fire department. The estimated first-year cost, including capital purchases, is $16.0M. Of this amount, $6.25M is needed for the development and construction of a fire station. Following the first year the estimated annual cost is $6.0M.

In addition to possibly operating its own fire department, other options available to the Village are:

- **Continuing with Miami-Dade Fire Rescue** – This is the least difficult option and the service provided by MDFR is excellent. The County has plans to add a new station, which will also improve coverage and response times for Pinecrest.
- **Continuing with Miami-Dade Fire Rescue but Revise the Fire-Tax Formula** – The current fire-tax formula based solely on assessed valuation could be revised to include other factors such as demand, or place limits on the amount charged by capping the single-family home assessed value.
- **Contracting for Service from Coral Gables** – The contract presented to Pinecrest in 2007 was good. Over five years Village taxpayers would have saved approximately $15.0M, if the agreement had been implemented. Coral Gables may be interested in revisiting the possibility of a partnership again.
- **Contracting for Service with Another Government Entity** – The Village could contract with another fire department – it does not have to be contiguous with Pinecrest. Key Biscayne contracts with the city of Miami for support services such as training and fleet management. By agreement, Miami also provides automatic aid to Key Biscayne by sending fire apparatus and personnel on the initial alarm, when the incident type dictates it.
- **Contracting for Administration and Other Non-Emergency Support Services with Another Government Entity** – Pinecrest could start its own fire department and have its own firefighters and paramedics, but contract for administration and support. Fire departments are consolidating administration and support activities to save money and the Village could do the same.

- **Creating a Pinecrest Fire Department but Having a Single Fire/Police/Public Safety Structure** – Similar to the previous option, Pinecrest could merge the administrative functions of its police department and a fire department with one official in charge of both departments. There is ample capacity in the police department to handle the administrative workload for police and a new fire department.

ACKNOWLEDGEMENTS

We wish to thank the officials and staff of the Village of Pinecrest for their assistance and cooperation during this study. Village Manager Yocelyn Galiano Gomez and others were gracious in assisting us during our initial site visit to the Village and providing the necessary background information. We also want to thank Chief Dave Downey of Miami-Dade Fire/ Rescue. In addition to meeting with us to explain the situation with Pinecrest and the Districts' plans going forward concerning service for the Village, his staff provided much of the data necessary to complete this study.

The following individuals were also important contributors to this study.

Village of Pinecrest

Cindy Lerner	Mayor
Joseph M. Corradino	Vice Mayor
Jeff Cutler	Councilmember
Bob Ross	Councilmember
James McDonald	Councilmember
Yocelyn Galiano Gomez	Village Manager
Gary Clinton	Director of Finance
Samuel Ceballos	Police Chief
Mayra Sauleda	HR Manager

Miami-Dade Fire Rescue

Dave Downey	Fire Chief
Maria Reyes	Division Manager
Maria Jose	Services Bureau

Coral Gables

Pat Salerno	City Manager
Marc Stolzenberg	Fire Chief

Key Biscayne

Eric Lang	Fire Chief
Marcos Osorio	Deputy Fire Chief

City of Miami

Fernando (Freddie) Fernandez	Deputy Fire Chief

TriData

Staff members contributing to the project were:

Philip Schaenman	Corporate Oversight
Stephen Brezler	Project Manager and Senior Analyst
David Simms	Data and GIS Analyst
Maria Argabright	Project Support

FOREWORD

TriData, a division of System Planning Corporation (SPC), is based in Arlington, Virginia. SPC is a 200-employee defense and national security contractor specializing in high-level systems engineering and national security.

Over the past 32-plus years, TriData has completed over 300 fire and EMS studies for communities of all sizes. In addition to local government consulting, TriData undertakes research in a wide range of public safety issues, including research for the United States Fire Administration (USFA), Department of Homeland Security (DHS), and other Federal and state agencies, as well as the private sector. TriData also conducts international research on emergency response topics and has conducted extensive research on effective fire prevention strategies in Europe and Asia.

INTRODUCTION

The Village of Pinecrest contracted TriData to analyze the alternative options for fire and EMS services which, at the time of this study, were provided by Miami-Dade Fire/ Rescue (MDFR). MDFR is a legal tax district under the Florida State annotated code. At issue for the Village is the response time by MDFR to southeast Pinecrest and the high cost for service.

The purpose of this study was to examine the options available to the Village Council of contracting fire/ rescue service from another agency, or possibly starting their own fire department. The Council has not decided that it wants to pursue another service provider, or add a new service; however it decided this study was necessary so as to be informed about the possibilities, potential costs, and savings of various options for the future. This study assessed the options for the Village and estimated the cost to start a fire department for the Village. The study also estimated the cost savings, if the Village had contracted service from its neighbor, Coral Gables. In 2007, the Village Council considered such a contract but it was never finalized. The current Coral Gables city council, which has several new members since 2007, is believed to be interested in revisiting the possibility of contracting service to the Village.

In addition to the options of contracting with Coral Gables, or starting its own fire department, the Village also has the option of contracting service from another department that is not contiguous with the Village. Key Biscayne, which operates its own fire department and is separated by unincorporated portions of Miami-Dade County, has an agreement where Miami provides support services such as training and fleet management as well as automatic aid. The inter-local agreement between Key Biscayne and Miami has been in place since the incorporation of Key Biscayne and the arrangement works very well. It is possible that Pinecrest and the City of Miami could have a similar agreement. Pinecrest could also contract with Miami, Key Biscayne (or any other service provider) for the full array of emergency services it desires.

Some of those we interviewed believe that Pinecrest would need two fire stations to provide adequate coverage to the Village. Our analysis shows that one station, properly located, would provide adequate coverage. However, with one fire station and a minimum number of fire suppression resources, the Village would need to enter into an automatic-aid agreement with another jurisdiction, because it would not have enough fire units to handle a structure fire itself. Coral Gables is the most likely automatic-aid partner because of the location of its stations. If the Village opted-out of its arrangement with MDFR, the County could also enter into an automatic-aid agreement with the Village.

A blueprint the Village could use if it decides to organize its own fire department or contract with another agency is Key Biscayne. At the outset of starting its own fire department, Key Biscayne housed its personnel in trailers for many years until a fire station could be erected. The temperate weather of south Florida makes this a possibility. The primary consideration for the Village if it were to organize its own department or contract with another jurisdiction is to provide security for the apparatus and work space for the crew until a permanent facility is planned and constructed. Another advantage for Pinecrest is that a number of the key players

involved when Key Biscayne organized its department are still in the area and they understand the process involved.

Cost aside, the primary issue for a few councilmembers is the long response times to southeastern portions of Pinecrest Village. The County has plans to add a new station, either in Pinecrest or nearby in Palmetto Bay. The analysis shows that response times in Pinecrest would improve with either location. The County is presently in negotiations to acquire the property needed for the new station and anticipates that a new station could be on-line within two or three years.

I. BACKGROUND AND SITUATION

Fire and EMS services are currently provided to Pinecrest by Miami-Dade County as part of the fire district. Created initially to serve mostly the unincorporated areas of Miami-Dade County, MDFR is a well-trained and progressive department. In addition to the unincorporated areas of the county, MDFR serves several municipalities, including Pinecrest.

In 2007, Coral Gables presented a five-year contract offer to provide fire and emergency services the Village. The contract provided for the full array of emergency services needed by the Village to include fire suppression, advanced life support (ALS) emergency medical services, and services such as trench, confined space, and other specialized services.

General terms of the agreement presented to the Village by Coral Gables were to provide:

- Fire suppression
- Heavy rescue and extrication
- Basic and Advanced Life Support (BLS and ALS) pre-hospital care and transport
- Fire prevention, public safety education, fire code plans review and permits
- Fire investigation
- Dive rescue

Coral Gables would provide service 24/7, 365 days/ year for the duration of the agreement with:

- One ALS engine staffed with four firefighters/ paramedics
- One ALS rescue/ transport vehicle with three firefighters/ paramedics
- Locating these vehicles during peak operating hours near the intersection of 112th Street and US 1

Under the agreement, Coral Gables was to hire 28 firefighters/ officers and one fire prevention inspector at a proposed first-year cost of $6.0M. This amount included approximately $.8M for the purchase of one new engine and one rescue truck. Service to Pinecrest for years two through five would be provided at an annual cost of $5.25M.

The agreement received a favorable vote from the Pinecrest Village Council and appeared to have the necessary votes in Coral Gables. However, at the last minute the agreement was nixed by the Coral Gables City Commission, presumably because of pressure from the County.

Only one commission member remains from those in office in Coral Gables at the time of the previous vote and it is not known how the current council would vote if a similar contract arrangement with Pinecrest were introduced. As part of this study we had informal discussion with Coral Gables' city manager and fire chief. They expressed interest to revisit a cooperative

arrangement, though making no firm commitment. Among the points made during the discussion concerning the possibility of partnering with Pinecrest on an inter-local service agreement:

- The Village has not yet decided to change service providers
- The Village has opt-out rights under a previously litigated case with MDFR
- This study is only to provide information to the Village concerning future options for fire and rescue service
- A recommendation as to the preferred action by the Village concerning emergency service is not being made by this study
- Coral Gables would consider relocating Station 3 located at Old Cutler Road and 57th Avenue to a site with better access to Pinecrest and Coral Gables, if a suitable site were found
- The proposal by Coral Gables included a provision to "provide secure facilities on US 1 for a peak-hour staffing." Coral Gables said that this provision in the agreement was to provide a 'storefront' site for emergency crews from which to conduct routine business, primarily during daylight hours.
- Coral Gables would be only minimally interested in a hybrid arrangement where Pinecrest hired and managed its own fire and EMS response personnel, though it would be considered under the right agreement

If another attempt were made by the Village to opt out of the MDFR District and contract services from and Coral Gables, it can be anticipated that political pressure would again be exerted to nix any agreement.

Miami-Dade Fire Rescue

Miami-Dade County encompasses 1900 square miles and has a population of almost two-million residents. Fire and rescue services are provided by an all career service comprised of 2341 personnel, of which 1964 are uniformed responders. MDFR provides its services from 67 stations and is one of the largest county fire departments in the U.S. Supported by tax district revenue, operating and capital budgets are $370M and $13M, respectively.

Minimum staffing for MDFR is four personnel on engines and ladders, and three on each medical rescue. In addition to the engines, ladders and rescues, the department operates several helicopters and fire rescue boats. Staffing of EMS units with three personnel is considered a higher level of service than most jurisdictions, which staff EMS units with only two personnel. Each suppression and medical unit is supervised by an officer.

A majority of MDFR personnel are certified as paramedics (1680 of 1964 personnel or 86%) and the remainder as emergency medical technicians (EMT). In addition, the typical staffing arrangement is for at least two certified paramedics to be on each suppression unit. This

is an important distinction since paramedics are able to treat more serious injuries and life-threatening situations such as cardiac arrests, strokes, and diabetic coma patients, even before a medical transport unit arrives. Because most units are staffed by paramedics, drugs and medical equipment are available on all MDFR fire units.

A typical structure fire response by MDFR is three suppression units, one rescue unit, and one battalion chief (the incident commander). The initial response is 16 personnel. If a "working fire" in a residence is confirmed, an additional suppression unit (4 personnel), rescue (3 personnel), and battalion chief (1 person) are dispatched for a total of 24 personnel.

Operating from 67 stations, MDFR has excellent depth and is able to backfill its stations when they are vacant because of simultaneous calls or a large incident, or are out training. Decisions about station coverage are made by a battalion chief in the dispatch center. In addition to covering its response areas, MDFR provides backup coverage to other jurisdictions in the metropolitan area under a mutual aid agreement.

MDFR offers a variety of specialized teams to handle unique incidents. These services are provided to every jurisdiction in the county at no charge, regardless of whether they are covered by the fire tax district or a government entity with their own fire service. In meetings with us, MDFR officials indicated that they would likely re-evaluate the no-charge policy for these services if communities begin to opt out of the fire district. Specialized services currently provided by MDFR include:

- Helicopter medical rescue
- Marine division with fire/rescue boats
- Hazardous material response
- High-rise operations
- Dive rescue
- Collapse/ technical rescue
- Anti-venom response team

The overall training level of MDFR fire and EMS personnel is excellent. Standards required by the state of Florida are met, and all officers must be paramedic certified. Firefighters must possess a minimum of an EMT, which includes basic first aid, cardio pulmonary resuscitation (CPR), and recognition of symptoms for heart attack, stroke, and other medical emergencies. Officers must also complete basic tactics and incident command training of 80 hours and have a minimum of five-years of service.

II. INCIDENT DEMAND, RESPONSE TIMES, AND STATION LOCATION ANALYSIS

In considering the possible options available to Pinecrest it is important to consider the scope and level of service available now and compare it to that which the Village might have under an alternative model. Cost aside, the existing stations and units of MDFR provide good coverage to Pinecrest. If a new station were added somewhere near southeastern Pinecrest or Cutler – Palmetto Bay, coverage would be even better. Likewise, if the Village were to contract with Coral Gables, coverage would also be good albeit not as robust as the level of service provided by MDFR. The decision point is whether the lower cost potentially offered by Coral Gables, or another option, justifies making a change.

Pinecrest Incident Demand and Response Time Analysis

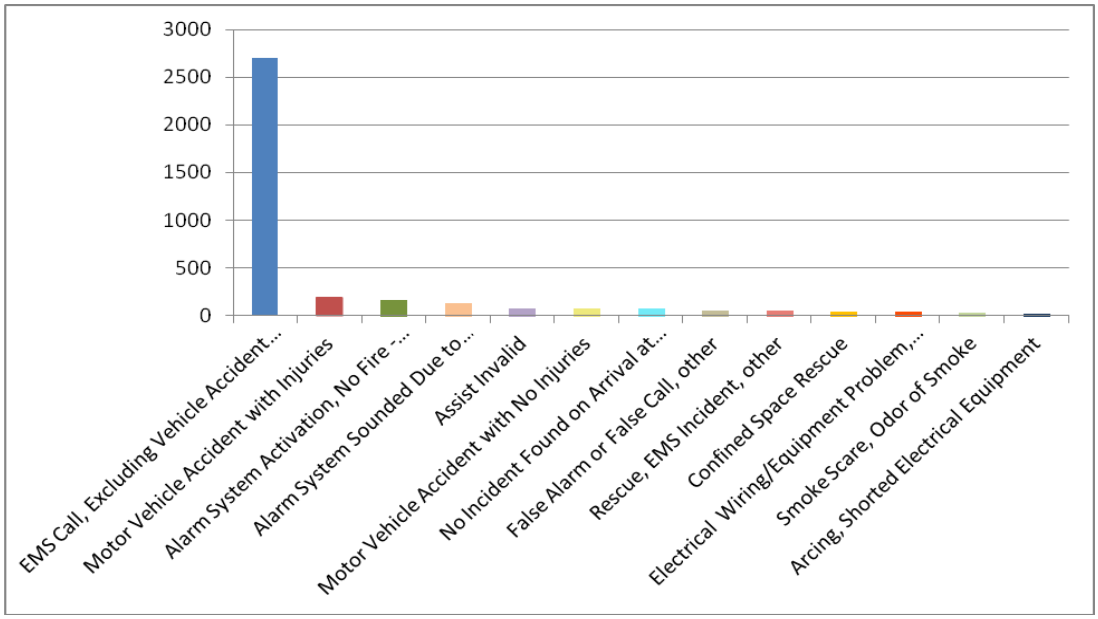
Important to the decision-making process is to understand incident types that historically occur in Pinecrest as well as the response times for those incidents by MDFR. For this study we analyzed response-time data provided to by MDFR. Fortunately, few fires occur in Pinecrest and most of the demand is for medical calls.

According to the MDFR's annual report dated January 31, 2014, during calendar years 2012 and 2013, MDFR dispatched 4,143 units to 2,659 emergency calls in Pinecrest, an average of 1,330 calls/ year. Usually for each 911 call, the closest available unit will be dispatched with additional units based on the type of emergency. For example, on a medical call if an engine is dispatched, based on the nature of the call the closest rescue (ambulance) may also be dispatched. For a structure fire, several engines along with a ladder, rescue and chief officer units would be dispatched. This is known as a dispatch complement.

Data provided to us by MDFR for calendar years 2011 to 2013, shows there have been 3,967 emergency calls in Pinecrest—again, about 1,300 calls/ year. To determine the extent of services provided to the Village by MDFR, data for these years were analyzed to understand the demand for services and to assess the level of service needed, if the Village were to have its own department, or contract from another provider.

Demand is the number and types of calls for service provided by the entire fire rescue department. Of the 3,967 incidents, 72 percent were EMS calls, 2 percent were fire calls, and 26 percent were for other calls (i.e., false alarms, unintentional alarm, malfunctioning automatic alarms). Figure 1 shows the breakdown of these calls by specific incident type.

Figure 1. Incident Types, CY2011-CY2013



Clearly, most of the demand in Pinecrest is for EMS service. EMS calls far exceeds all the other call types in Pinecrest by a wide margin. Motor vehicle accidents and alarm activations (unintentronal or malfunction) were the next highest; each generating just under 200 incidents over the three-year period. To understand a more specific or secondary demand for services, Table 1 shows the call types and the specific number of incidents generated by each within the three year period.

Table 1. Incident Types, CY2011-CY2013

Incident Type	Number of Incidents
EMS Call, Excluding Vehicle Accident with Injury	2702
Motor Vehicle Accident with Injuries	194
Alarm System Activation, No Fire - Unintentional	161
Alarm System Sounded Due to Malfunction	129
Assist Invalid	77
Motor Vehicle Accident with No Injuries	77
No Incident Found on Arrival at Dispatch Address	71
False Alarm or False Call, other	46
Rescue, EMS Incident, other	46
Confined Space Rescue	36
Electrical Wiring/Equipment Problem, other	35
Smoke Scare, Odor of Smoke	31
Arcing, Shorted Electrical Equipment	22

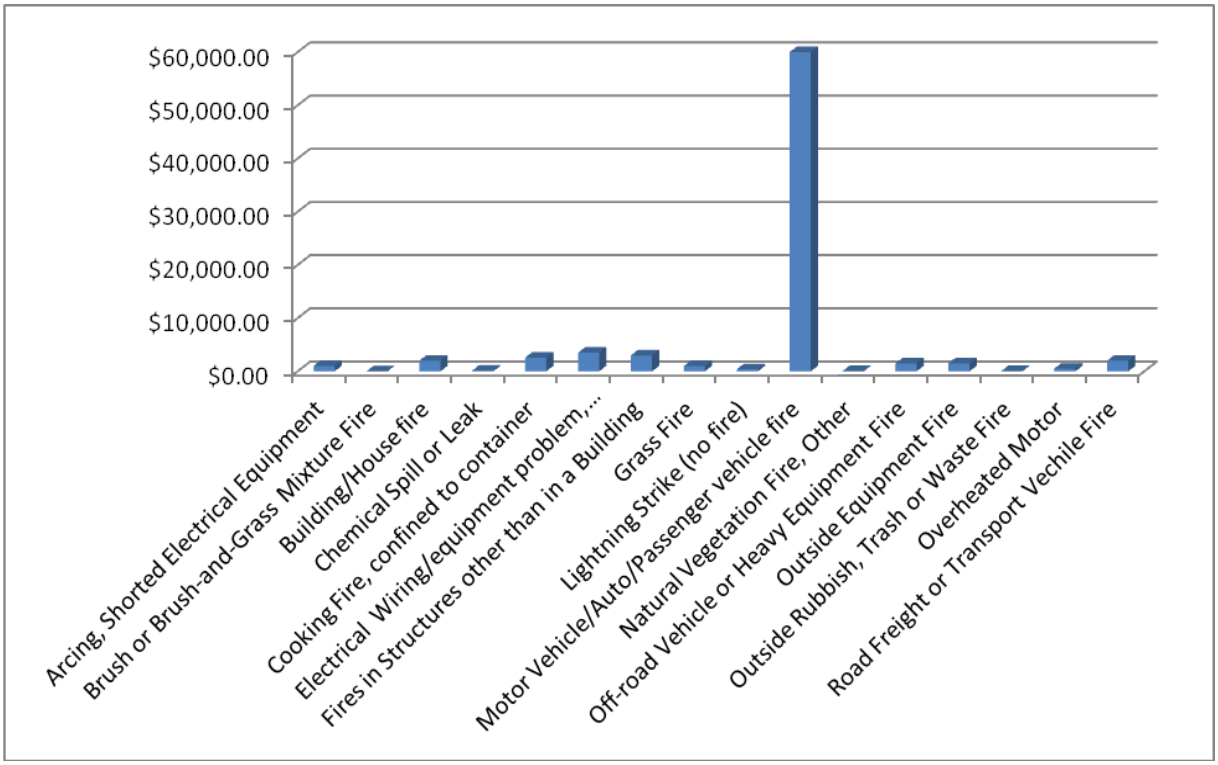
Below is a list of all 73 call types reviewed (CY2011 to CY2013).

1 Alarm system activation, no fire - unintentional
2 Alarm system sounded due to malfunction
3 Animal Problem/Animal Rescue
4 Arcing, shorted electrical equipment
5 Assist invalid
6 Assist police or other governmental agency
7 Brush or brush-and-grass mixture fire
8 Building/House fire
9 Carbon monoxide detector activation, no CO
10 Central Station, Malicious False Alarm
11 Chemical Spill or Leak
12 CO detector activation due to malfunction
13 Confined space rescue
14 Cooking fire, confined to container
15 Cultivated trees or nursery stock fire
16 Cultivated vegetation, crop fire, other
17 Defective Elevator, No Occupants
18 Direct tie to FD, malicious false alarm
19 Dispatched & canceled en route
20 Dumpster or Other Outside Trash Receptacle Fire
21 Electrical wiring/equipment problem, other
22 Electrocution or Potential Electrocution
23 EMS call, excluding vehicle accident with injury
24 EMS call, party transported by non-fire agency
25 Extrication of victim(s) from machinery
26 False alarm or false call, other
27 Fire, other
28 Fires in Structures other than in a Building
29 Forest, Woods or Wildland Fire
30 Gas leak (natural gas or LPG)
31 Gasoline or Other Flammable Liquid Spill
32 Good intent call, other
33 Grass fire
34 HazMat Release Investigation w/no HazMat
35 Lightning strike (no fire)
36 Local Alarm System, Malicious False Alarm
38 Lock-out
39 Malicious, mischievous false call, other
40 Motor vehicle accident with injuries
41 Motor vehicle accident with no injuries
42 Motor vehicle/Auto/Passenger vehicle fire
43 Motor vehicle/pedestrian accident (MV Ped)
44 Natural Vegetation Fire, Other
45 No incident found on arrival at dispatch address
46 Off-road Vehicle or Heavy Equipment Fire
47 Outside equipment fire
48 Outside rubbish, trash or waste fire
49 Overheated motor
50 Police Matter
51 Powerline Down
52 Public Service
53 Public service assistance, other
54 Removal of victim(s) from stalled elevator
55 Rescue, EMS incident, other
56 Ring or Jewelry Removal
57 Road Freight or Transport Vehicle Fire
58 Service Call, other
59 Smoke detector activation, no fire - unintentional
60 Smoke or odor removal
61 Smoke scare, odor of smoke
62 Special outside fire, other
63 Special type of incident, other
64 Sprinkler activation, no fire - unintentional
65 Threat to burn
66 Unintentional transmission of alarm, other
67 Unauthorized Burning
68 Vehicle accident, general cleanup
69 Vicinity Alarm (Incident in other Location)
70 Water or Steam Leak
71 Water Problem, Other
72 Wrong location
73 "Call Type Not Listed"

There were few structure fires and those that did occur had only minor losses of $5,000 for two incidents. The total dollar loss for the three-year period was $79,231, incurred from 26 incidents. This is an average loss of $3,047 per incident. "Motor Vehicle/Auto/Passenger Vehicle Fires" generated the most dollar loss at $60,000.

Figure 2 shows the specific call type and the associated dollar loss.

Figure 2. Dollar Loss Associated with Each Call Type



Below is a list of all call types which generated a dollar loss and the amount.

Call Type	Associated Dollar Loss
Motor Vehicle/Auto/Passenger Vehicle Fire	$60,000
Electrical Wiring/Equipment Problem, Other	$3,500
Fires in Structures other than in a Building	$3,000
Cooking Fire, confined to container	$2,580
Building/House Fire	$2,000
Road Freight or Transport Vehicle Fire	$2,000
Off-road Vehicle or Heavy Equipment Fire	$1,500
Outside Equipment Fire	$1,500
Arcing, Shorted Electrical Equipment	$1,000
Grass Fire	$1,000
Overheated Motor	$500
Lightning Strike (no fire)	$400
Chemical Spill or Leak	$150
Natural Vegetation Fire, Rubbish, Brush	$101

Miami-Dade Fire Rescue Response Times – The most important consideration for most residents is how fast responders can reach the emergency when called. National standards recommend a four-minute travel time to the emergency 90 percent of the time, after the unit leaves the station.

Using a 90th percentile formula allows 10 percent of the calls to have longer response travel times. Many communities use the 80th percentile parameter for the reason that some undeveloped or rural areas may have only a few calls, and it does not make sense to provide the same level of coverage. It is also acceptable to consider the average, though a few very long response times can skew the average time.

TriData analyzed the incident responses for Pinecrest over the three-year period of 2011 to 2013, to determine the 90th percentile and average travel times for incidents occurring in Pinecrest. MDFR provided the incident data, which included the travel times for the first unit to arrive at an incident. The data contain a large number of incidents with 0:00 travel times. There were also a number of travel times so long as to be unrealistic. These are probably recording errors and distort the profile. We also reviewed the annual report provided to Pinecrest by MDFR for data reported to the Village, to determine if the results of our analysis corresponded to the response times in the report, but there were no response times in the annual report – which is unusual. Still, we did the best one could and analyzed the data provided by MDFR to determine how well response travel-time standards are being met.

NFPA 1710 provides generally accepted response time standards for career fire departments. Although a single set of nationally accepted response time standard does not exist, most fire rescue departments use the NFPA 1710 standard as a reasonable goal, though in reality few departments can achieve the 90 percent goal established by the standard.

MDFR has trouble meeting the 90th percentile standard for a four minute travel time. When an average is used, times are much better. Table 2, which follows, shows the average, median, and 90th percentile travel times based on the data provided by MDFR.

Table 2. Pinecrest Incident Response Travel Times, 2011-2013

Year	Incidents	Average	Median	90th Percentile	<Four Minutes
2011	1235	4:32	4:20	7:35	454
2012	1359	5:10	4:55	8:18	865
2013	1370	5:10	4:53	8:30	883

As can be seen in Table 2, the number of calls in Pinecrest increased slightly over the three-year period of 2011-2013. Incident travel times also increased. The reason for the increase in travel times is unknown, though it is probably related to higher call volumes in other areas around Pinecrest which result in a unit further away from the Village being sent to a call. Travel times have only been collected by MDFR since late 2011, so the new procedures could also be resulting in data anomalies.

For the Village, it is suggested that as part of the annual reports provided by MDFR that response times be included in the report. It is also a good idea to get quarterly reports as these can be easily generated from dispatch data.

Fire Station Locations and Units

For this project we analyzed the station and unit locations using GIS. GIS can be a better way to visualize the existing coverage by MDFR and the options available to the Village. The analysis included the emergency services as they are currently provided by the MDFR. Also analyzed was the GIS response time for Pinecrest by Coral Gables based on the location of the current stations in Coral Gables. We also analyzed travel times, if the Village had its own fire station. For the analysis we analyzed the location of services using the address of the station and the service provided by those stations, which are:

Miami-Dade Fire Rescue – There are four primary MDFR stations covering Pinecrest. Only one station is located within Pinecrest: Station 49, located at 10850 SW 57th Avenue. This facility was formerly a private residence and was converted by MDFR to a fire station. It is only large enough to house one unit. Major modifications would be needed to expand the facility to house a second unit.

Figure 3. Miami-Dade Station 49 (Pinecrest), 10850 SW 57th Avenue

Units: 1 ALS Rescue

Station 49 is not large enough to be converted to a full-service fire station with an engine.

Figure 4. Miami-Dade Station 49, 10850 SW 57th Avenue

Units: 1 ALS Rescue

Station 23 is not located within Pinecrest, but on its border along Dixie Highway.

Figure 5. Miami-Dade Station 23 (Suniland), 7825 SW 104th Street

Units: 1 ALS Ladder
1 ALS Rescue

MDFR Station 4 is south of Pinecrest and is also along Dixie Highway.

Figure 6. Miami-Dade Station 4 (Coral Reef), 9201 SW 152nd Street

Units: 1 ALS Engine
1 ALS Rescue
1 Command Unit (Battalion 9)
1 EMS Supervisor (EMS 9)

Also providing service to Pinecrest is Station 14, located in South Miami.

Figure 7. Miami-Dade Station 14 (South Miami), 5860 SW 70th Street

Units: 1 ALS Engine
1 ALS Rescue
1 Command Unit (Battalion 8)

In addition to the four primary stations closest to Pinecrest, there are two other MDFR stations that can also serve Pinecrest with very good response times: Station 3 (Tropical Park) and Station 13 (East Kendall). Station 3, located at 3911 SW 82nd Avenue has one ALS engine and one ALS rescue. Station 13, located at 6000 SW 87th Avenue, has one ALS aerial ladder truck and an air unit used to fill self-contained breathing apparatus (SCBA). Pictures of these stations were not taken.

Coral Gables Fire Rescue – Coral Gables has three fire stations. While none of the stations are located within the Village of Pinecrest, Coral Gables Station 3 is only .5 miles from the easternmost border of Pinecrest near 57th Avenue and Old Cutler Road.

Following are the Coral Gables fire stations.

Figure 8. Coral Gables Station 1 (Headquarters), 2815 Salzedo Street

Units: 1 Command Unit
2 ALS Engine's
1 ALS Rescue
1 Air Unit

Figure 9. Coral Gables Station 2, 525 South Dixie Highway

Units: 1 ALS Engine
1 Elevated Platform
1 ALS Rescue
1 ALS Squad

Figure 10. Coral Gables Station 3, 11911 Old Cutler Road

Units: 1 ALS Engine
1 ALS Rescue

MDFR and Coral Gables have similar types of apparatus. Pictured below is the engine and rescue assigned to Coral Gables Station 3 on Old Cutler Road.

Figure 11. Coral Gables Rescue 3

Figure 12. Coral Gables Engine 3

GIS Analysis

The project team was able to obtain data from Miami-Dade County and other sources to include in our review and analysis of current and proposed service coverage options. These data include:

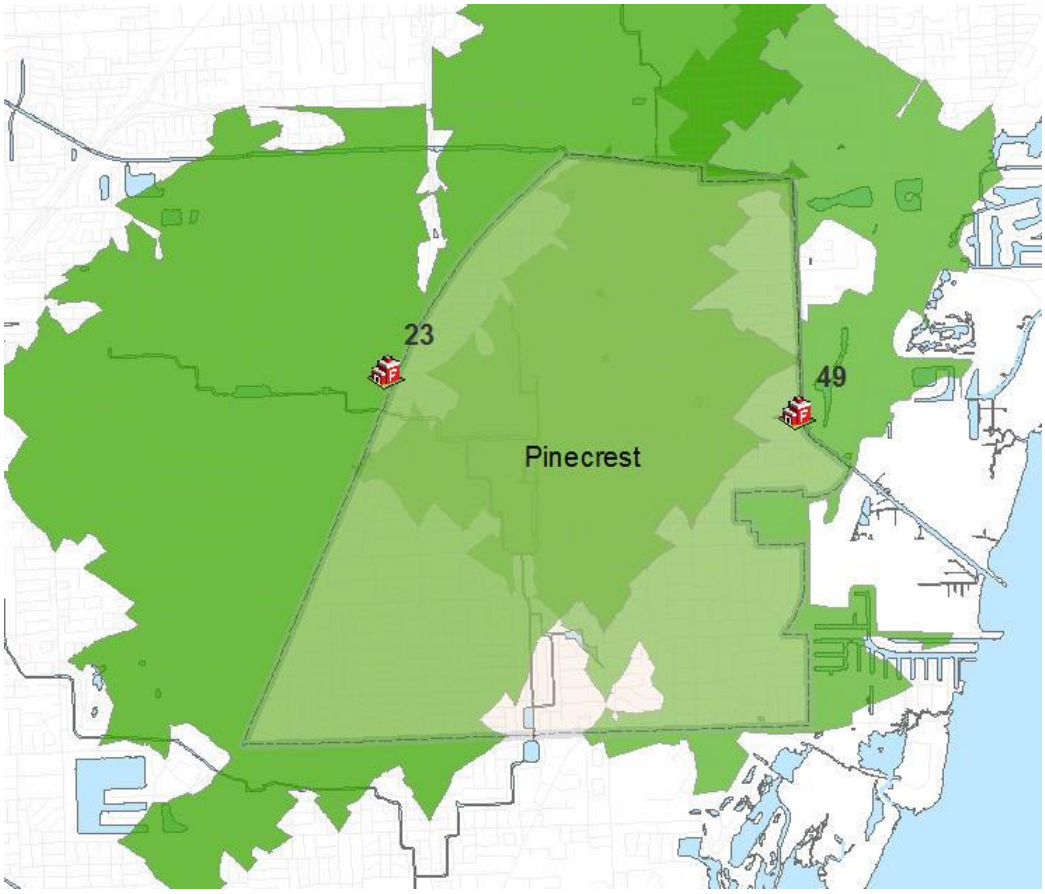
- Current station locations
- Current apparatus deployment
- Miami-Dade street network (including the Village of Pinecrest)
- Jurisdictional boundaries

Fire Station Location Analysis –An analysis of fire rescue station locations and their coverage of Pinecrest was done by modeling travel time using Geographic Information System (GIS) software. Response time is defined as the time from someone calling 911, to emergency units and personnel arriving on the scene. Response time is the most common performance measure used by fire rescue services because it is understood by citizens, easy to calculate given the data, and useful in evaluating the performance of a department. Response time contains three parts: call processing; turnout (or reaction) time; and travel time. Because this study was limited to the analysis of service delivery options and station/ unit locations, the analysis here was limited to travel time.

The response time goals established by 1710 states that first arriving engine companies for structure fires, and first responder units for medical calls should arrive in four minutes (travel time). A full alarm assignment for a structure fire or an Advanced Life Support (ALS rescue) unit for a high priority medical call such as a cardiac arrest should arrive in eight minutes (travel time), according to national standards. Using GIS we analyzed the four and eight minute travel times from stations into Pinecrest.

Miami-Dade Fire Rescue Coverage – In calendar years 2012 and 2013, MDFR's Suniland Station 23 and Pinecrest Station 49 provided 84 percent of the responses into the Village of Pinecrest. Figure 13 shows the four-minute travel times and overlapping coverage from these stations.

Figure 13. Four-Minute Coverage (Stations 23 and 49)

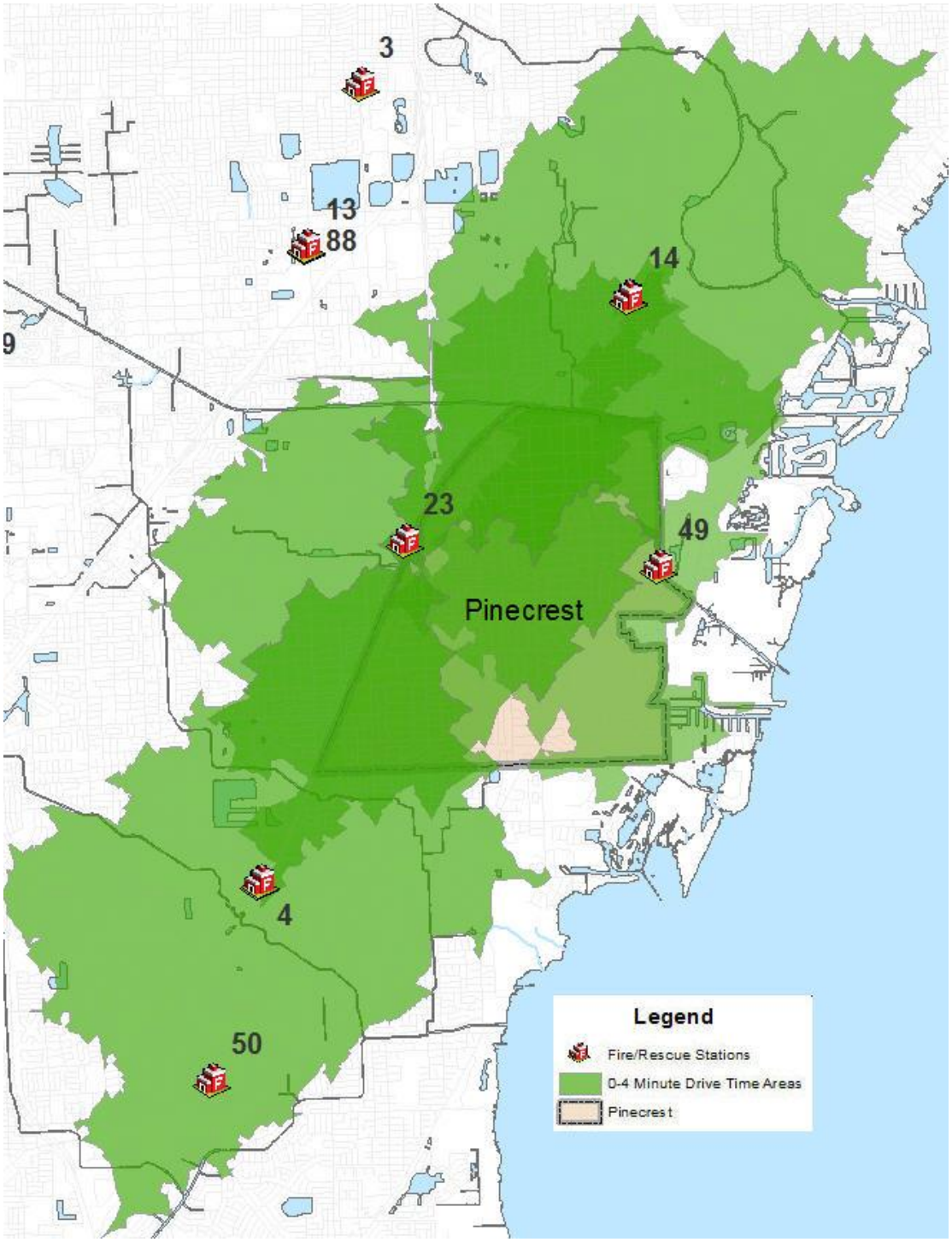


Station 23 and 49, those in closest proximity to Pinecrest provide excellent four minute coverage of Pinecrest, the exception being a small area at the very south end. There is a considerable amount of overlap within the jurisdiction's center, which increases unit availability should one of the station's units already be out on an incident when a call is made in Pinecrest, or when multiple units are needed. Unit availability is important. It ensures that there may be a unit available to respond to a call when the first-due unit is unavailable. In as much as the majority of calls in Pinecrest are medical, the four-minute travel time coverage provided by Stations 23 and 49 are very good.

We then reviewed the existing four-minute coverage of additional MDFR Stations 14 and 4, which provided the remaining sixteen percent of responses into Pinecrest for that same time period.

Figure 14 shows the coverage of Pinecrest using the four minute travel-time threshold.

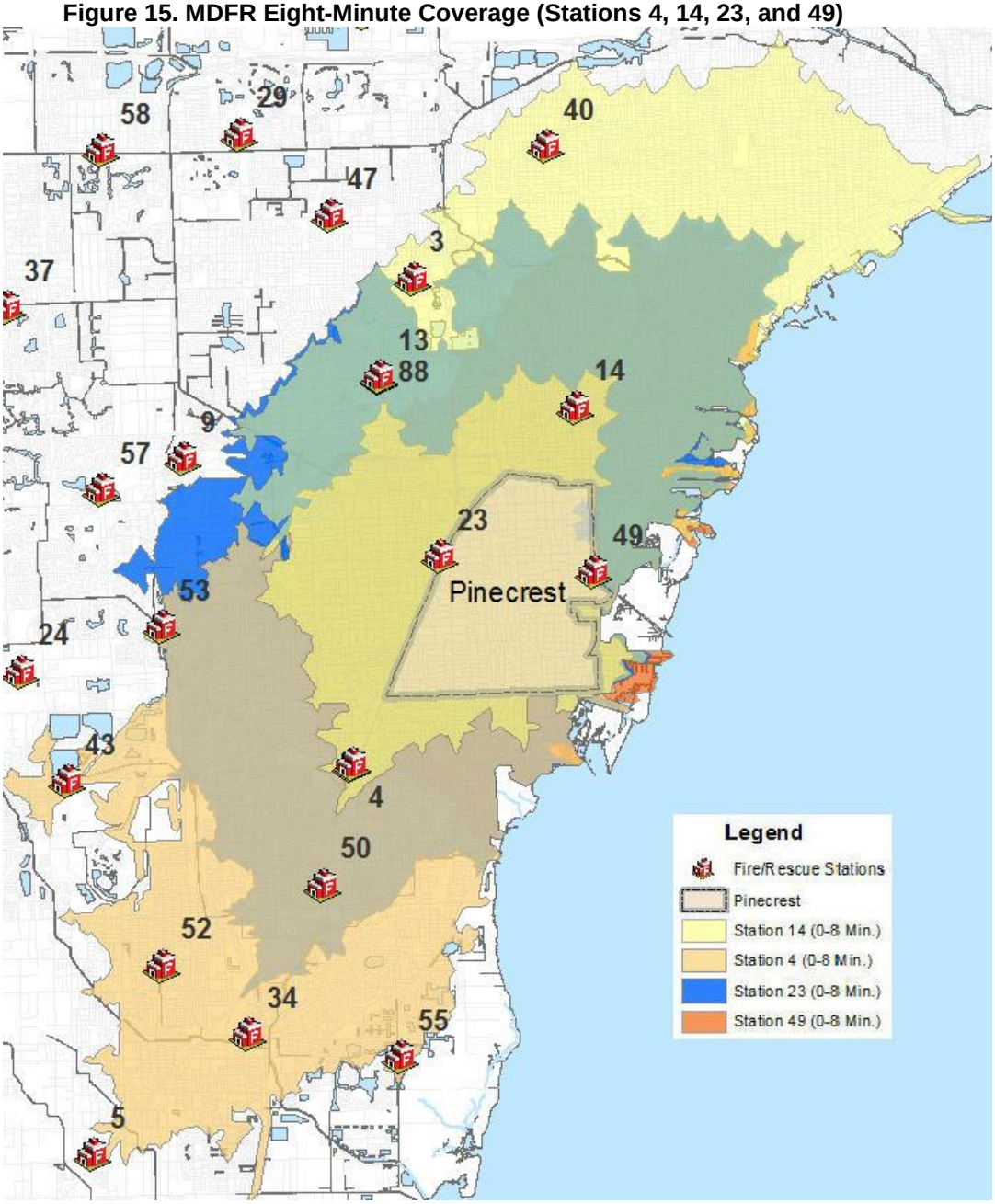
Figure 14. MDFR Four-Minute Coverage (Stations 4, 14, 23, and 49)



These added stations provide additional four minute first response overlap in the north and southwestern parts of the area, increasing unit availability there. The south and southeastern parts of Pinecrest still lacks four minute coverage and overlapping coverage respectively even with the additional Miami-Dade Stations 4 and 14.

We then analyzed the eight-minute coverage and the overlap from MDFR stations shown in Figure 15, to see how a full alarm or ALS coverage would be.

Figure 15. MDFR Eight-Minute Coverage (Stations 4, 14, 23, and 49)

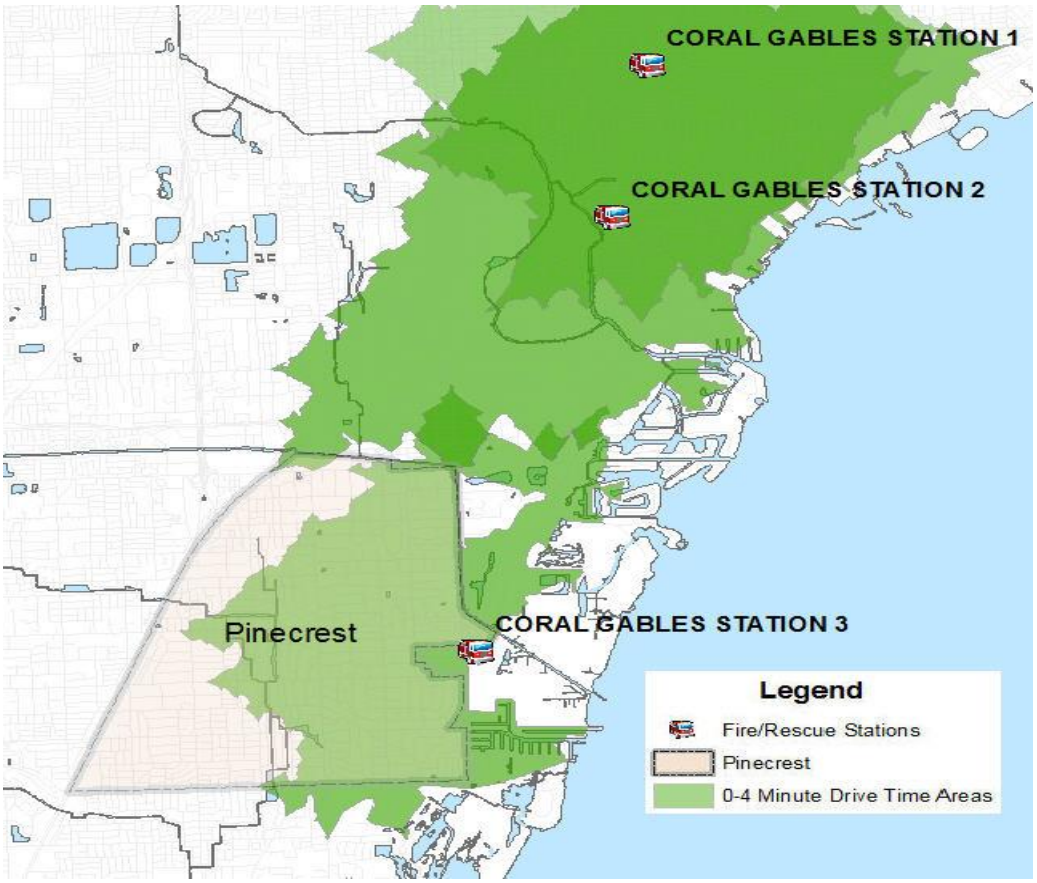


The areas in the south and southeast of Pinecrest are covered adequately based on the eight-minute travel time analysis. There is also considerable overlap in coverage for much of Pinecrest, which is good. So if a fire incident happened in Pinecrest requiring a response of multiple units for example, most should arrive from their stations within eight minutes or less.

Coral Gables Coverage – The current location of fire stations and units in Coral Gables does not provide the four-minute travel time coverage received now by MDFR. Under the 2007 proposal by Coral Gables, a new engine and rescue would be provided. The units were to be housed in temporary quarters somewhere along Dixie Highway. If this were to occur, four minute coverage would be achieved.

Figure 16 and Figure 17 depict the travel-time coverage to Pinecrest, without the proposed new engine and rescue. Later we show the coverage with the addition of a station and units within Pinecrest, if the Village were to contract services to Coral Gables.

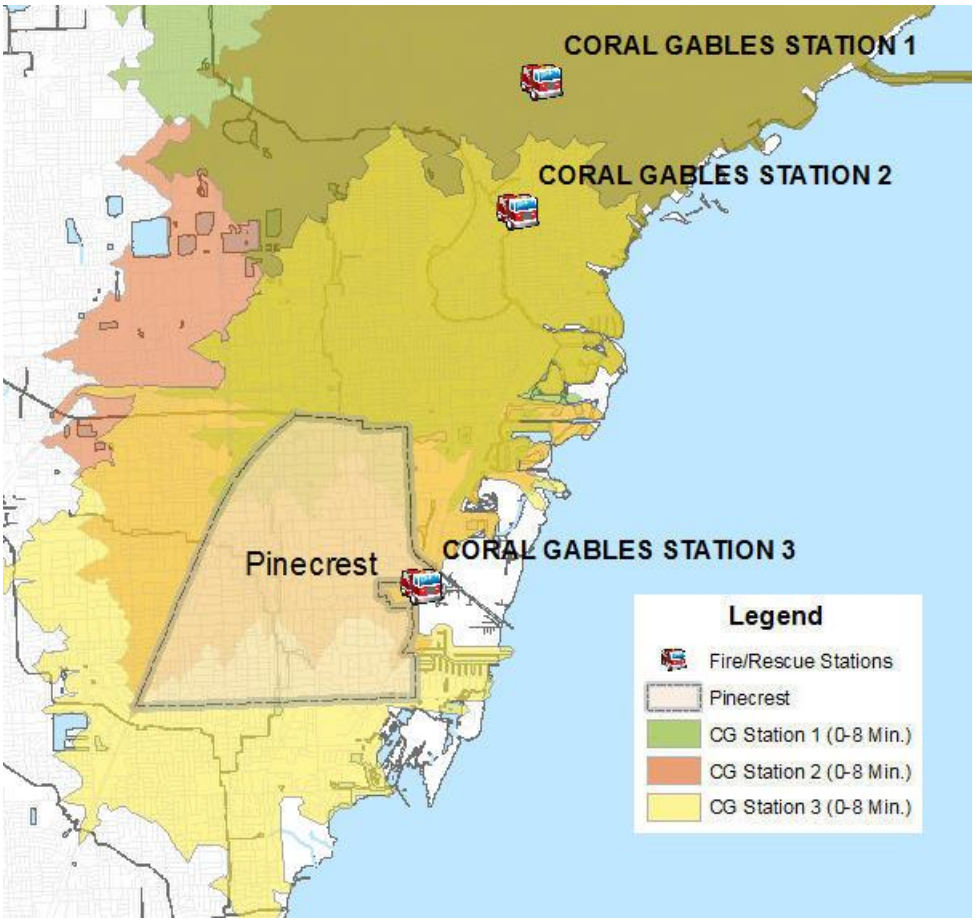
Figure 16. Coral Gables Four-Minute Coverage (CG Stations 1, 2, and 3)



As the map shows, a little more than half of Pinecrest (eastern portion) would have coverage within four minutes by Coral Gables Station 3. The remaining areas would have longer response times. Although most of the southern portion of Pinecrest would be covered, there is no overlapping first response coverage from Coral Gables Stations 1or 2. Coral Gables Station 1 is further north and cannot reach Pinecrest within four minutes. The problem for Pinecrest as it relates to most calls, which are medical in nature, is that if Station 3 units are not available, Stations 1 and 2 are unable to reach all of Pinecrest within the four minute travel-time parameter. By adding a new station in Pinecrest, Coral Gables could reach almost the entire area of the Village within four minutes.

Using the eight-minute standard for structure fires and ALS medical calls, all three stations in Coral Gables can reach the northern portions of Pinecrest. Station 2 can reach the majority of Pinecrest within eight minutes, while Station 3 can reach all of Pinecrest within the time parameter.

Figure 17. Coral Gables Eight-Minute Coverage (CG Stations 1, 2, and 3)



Emergency Service Duplication – In reviewing the stations and services provided by MDFR, Coral Gables, and other departments serving Pinecrest and surrounding communities in the region, there is clearly duplication of service. Among the duplications is the overlap of MDFR's Rescue 49 and Coral Gables Rescue 3.

In the case of MDFR and other departments in the County, the most common agreements are mutual aid upon request with the exception of automatic aid agreements between the City of Miami and the Village of Key Biscayne and the City of Miami Beach and Miami-Dade Fire Rescue for response to Fisher Island. Duplication of service is not necessarily bad when demand and service levels require it. Overlapping services and duplication can benefit communities, if there are automatic-aid agreements amongst the various departments. It is a common occurrence in Miami-Dade that fire and rescue units pass neighboring fire stations, sometimes even long distances, to handle a call instead of allowing the closest unit (which may be from a neighboring department) to handle the incident.

Especially concerning as it relates to Pinecrest is emergency medical service. The closest MDFR Rescues are 23 and 49, which if unavailable for a medical call, the next closest rescue from Miami-Dade is dispatched (probably 14 or 4), even if Coral Gables Rescue 3 is available. Rescue 3 is only .5 miles from MDFR Station 49 and its coverage four-minute travel-time area includes most of Pinecrest.

From the perspective of public-safety policy, the absence of an effective automatic-aid agreement between Coral Gables and MDFR for Pinecrest makes no sense, and the public should expect that the situation be addressed.

Miami-Dade Fire Rescue Plans for a New Facility – MDFR staff recognizes there are service-level deficiencies in parts of Pinecrest and neighboring Cutler-Palmetto Bay. Plans are under way to add a fire station to reduce response times and improve service. During our meetings with the county Fire Chief it was reported that funds are already budgeted for the personnel, land acquisition, and construction for a new station that would improve coverage to Pinecrest. Three sites are presently under consideration:

- **SW 152 St. & SW 67 Avenue** – "MDFR officials have met with attorneys representing the property owners of a site near this intersection and a portion of the property is for sale. Bids are being evaluated and the property owners have agreed to allocate land for the fire station. MDFR officials remain in contact with the attorney in order to verify the status."[1]
- **SW 152 St. & SW 67 Avenue (Vacant Property)** – "Privately-owned property also near the same intersection, the property owner have discussed purchasing a portion of the 6-acre parcel but the initial asking price is excessive based on the purchase price. Efforts are underway to evaluate the purchase process and MDFR intends to discuss the selling price further with the owner."[2]
- **USDA Property** – "MDFR continues to consider the option of identifying a two-acre parcel on the USDA property, located in southeastern Pinecrest. Recent discussions between MDFR and officials in Washington, DC have been generally favorable. Needed are favorable responses from the various home-owner associations in Pinecrest."[3]

Note: As this report was being completed, MDFR reported that a "contract has been placed on a piece of property in Palmetto Bay directly across from the USDA property, located at 67th Ave and Farmers Road."[4]

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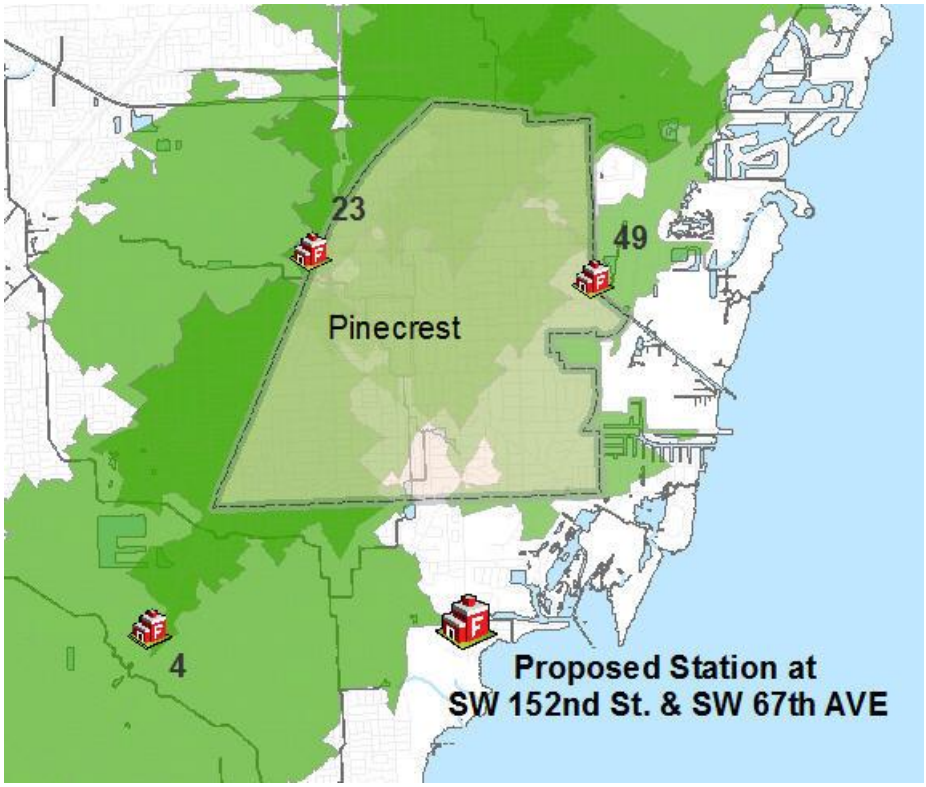
[1] Email response from Chief Downey to a follow-up inquiry by TriData based on our on-site meetings conducted at MDFR headquarters.
[2] Ibid.
[3] Ibid.
[4] Email from Chief Downey.

"The estimate for seeing a new fire station at any of the above-mentioned sites is three years, which includes 6-12 months for land acquisition and 2 years for design, permit, and construction."[5]

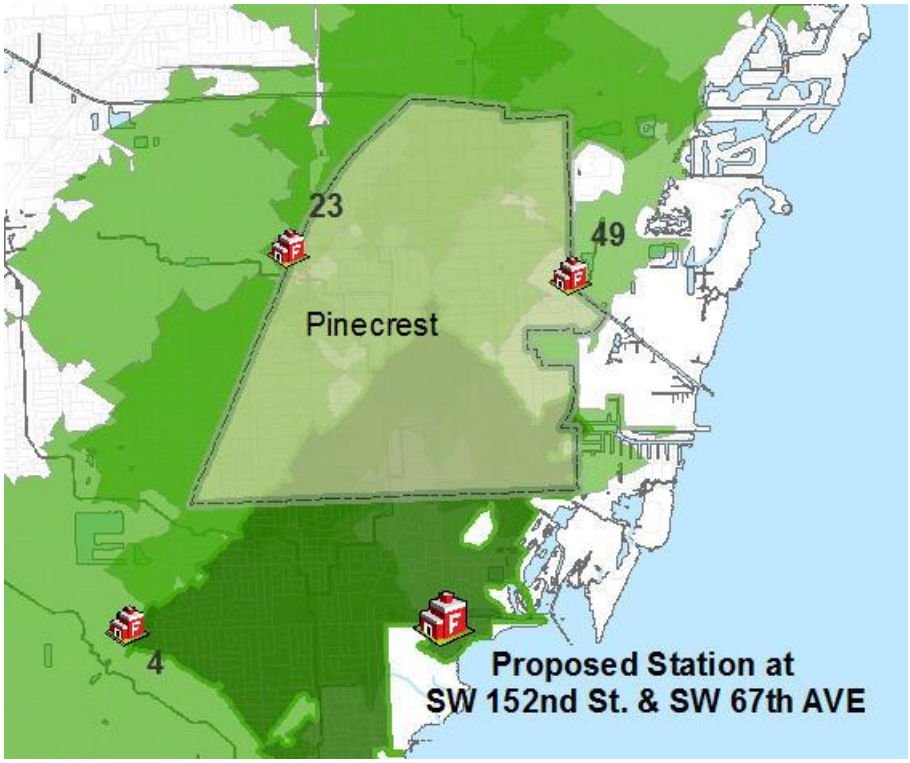
The sites under consideration were analyzed as to how they might improve coverage for Pinecrest. Two locations under consideration are both near the intersection of SW 152 St. & SW 67 Ave. Coverage form those sites will be almost identical, so the GIS analysis for this location results in one map to model the proposed station location. From this location, the four-minute coverage would vastly improve the coverage in south Pinecrest, where there is concern about coverage now. Eight-minute travel times are also improved, as can be seen in the following maps.

Figure 18. MDFR Four-Minute Coverage Before Proposed Station



[5] Ibid.

Figure 19. Four-Minute Coverage Improvement - Station at SW 152 St. & SW 67 Ave.

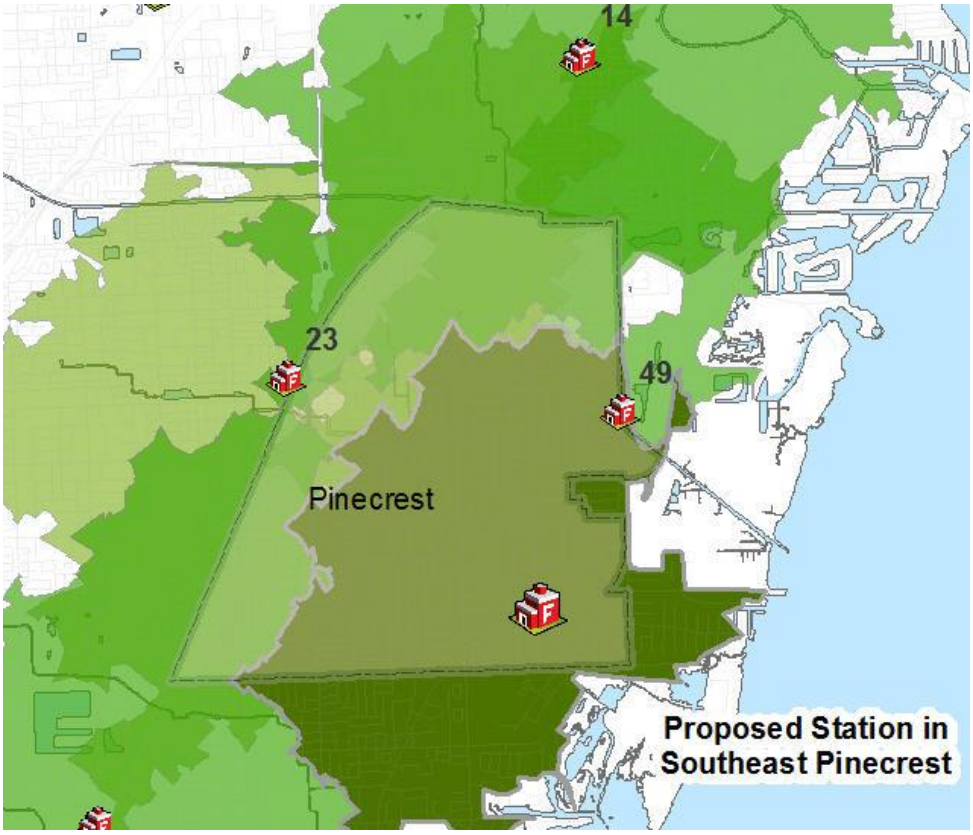


Clearly the proposed station at SW 152nd St. & SW 67th Avenue would close the gap of four minute first responder coverage in south Pinecrest. It also adds the additional overlap in coverage increasing unit availability. Eight-minute coverage of the new station would also improve the coverage overlap for Pinecrest with the other MDFR stations.

The second site under consideration is on property of the U.S. Department of Agriculture (USDA) in southeastern Pinecrest. This site also improves coverage for Pinecrest and is better for Pinecrest than is the site at 152nd St. and SW 67th Ave.

Figure 20 shows the four-minute travel time from the USDA site.

Figure 20. Four-Minute Coverage Improvement - USDA Property

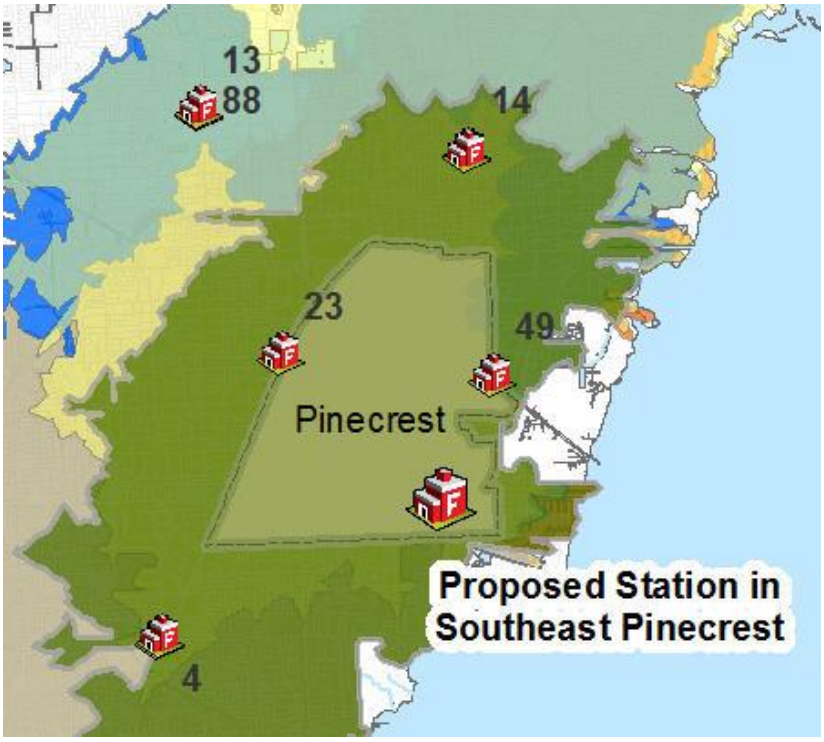


As Figure 20 shows, a response from the USDA site can reach the entire southeastern portion of Pinecrest and much of the other areas of the Village within four minutes.

Within eight minutes, which is the standard for an ALS unit or structure fire response, the entire area of Pinecrest can be reached from a station at the USDA site.

Figure 21 shows the coverage of Pinecrest with the overlap of MDFR Stations 4, 14, 23, and 49. The overlap of Pinecrest by these stations, plus a new facility at the USDA site, greatly improves coverage for Pinecrest.

Figure 21. Eight-Minute Coverage Improvement - USDA Property



Of the two sites under consideration by MDFR, the USDA site is better for Pinecrest; however, either site can work as they both improve coverage for southeastern Pinecrest, which is of most concern.

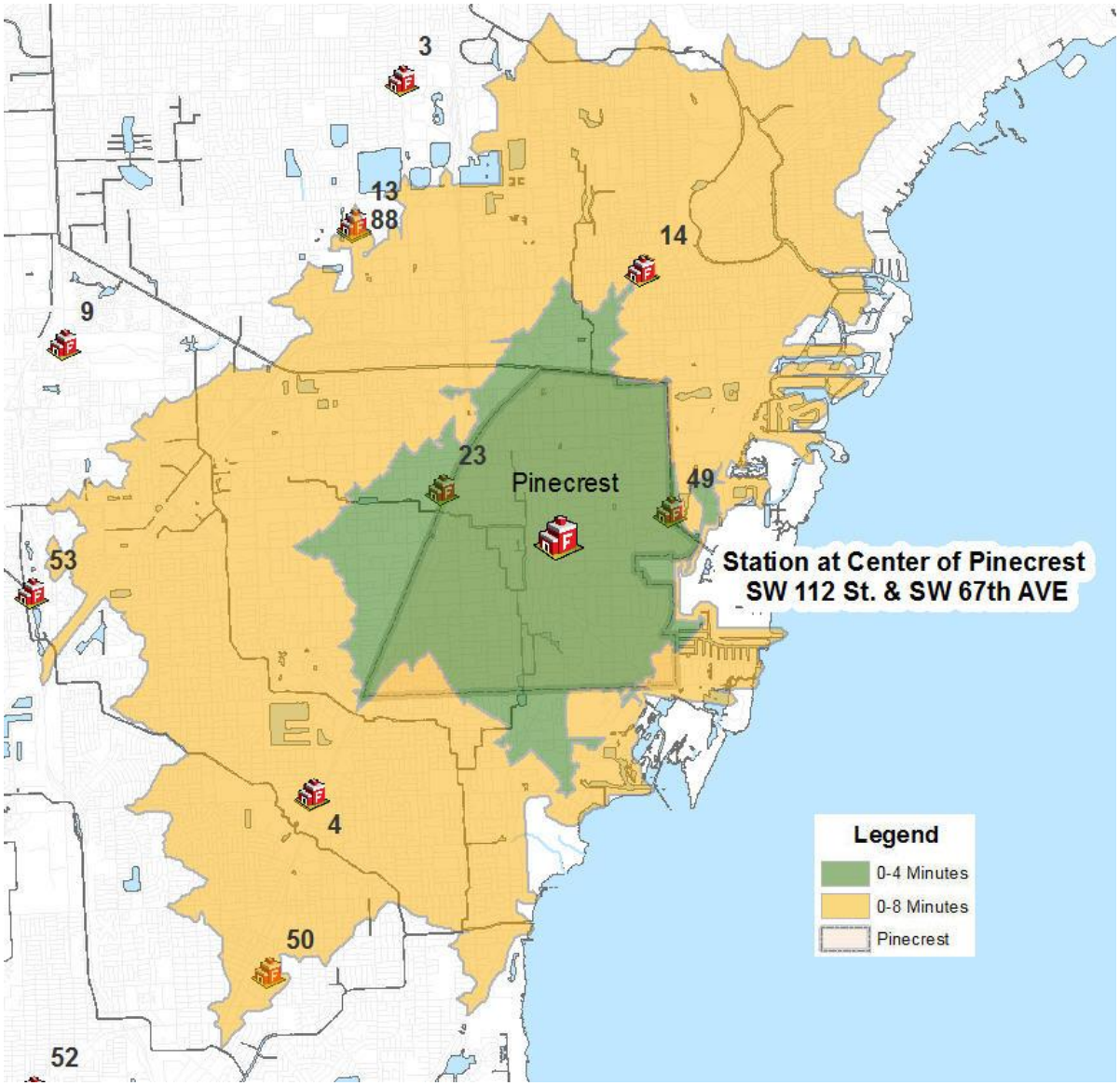
New Pinecrest Station – If Pinecrest were to start its own fire department a new fire station would be needed. A new fire station would also be needed, if the Village were to contract services from Coral Gables, or another agency.

There is concern that a suitable site for a fire station may not be available in Pinecrest. Land costs are high and the primary arterial of US 1 (Dixie Highway) is mostly commercial with few open spaces. Other areas of Pinecrest are almost entirely residential and already built upon. It is possible that land in a residential area would be available, and a central location is the best as far as coverage is concerned.

Our analysis shows that Pinecrest could be covered adequately, if the station were located near the center of Pinecrest. An arbitrary site was selected at SW 112 St. and SW 67th Ave.

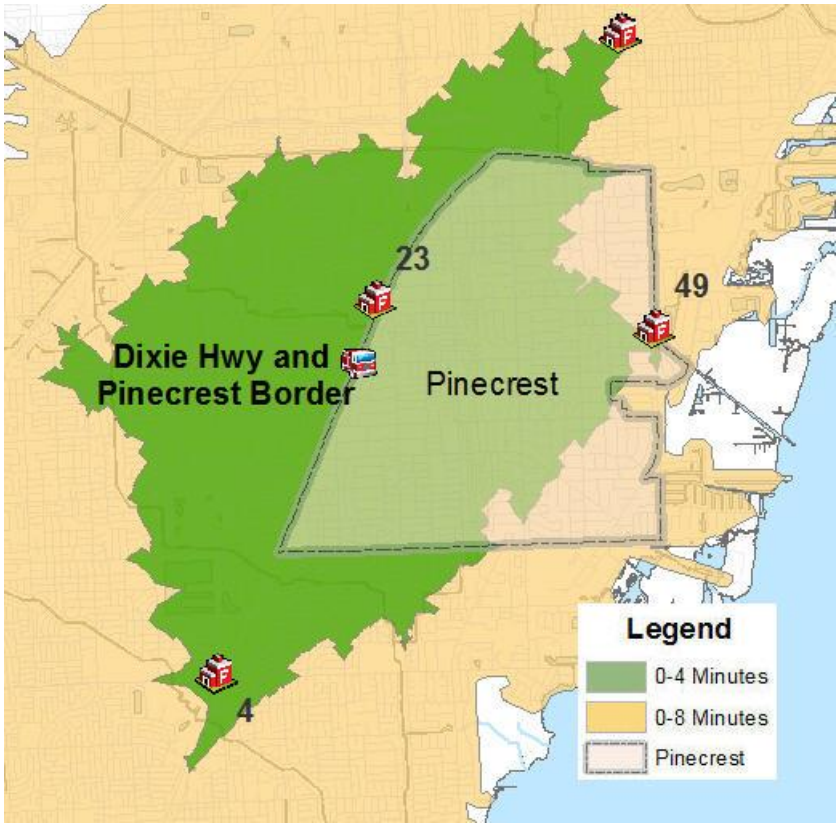
Figure 22 shows that four minute travel-time coverage can be achieved throughout Pinecrest, the exception being a small area in southwest Pinecrest. Again however, central portions of the Village are mostly residential and a site near this location may not be available.

Figure 22. Central Pinecrest Fire Station



Also analyzed was a location along Dixie Highway, since a suitable site is more likely to be found along this route. An arbitrary location near the mid-point of the Village border and Dixie Highway shows that Pinecrest would not be covered in four minutes.

Figure 23. Pinecrest Fire Station - Dixie Highway



Whether a new fire station is constructed in the center of Pinecrest, or along Dixie Highway, the Village would still need an automatic-aid agreement with Coral Gables or MDFR under any circumstance where the Village operates its own fire department. With such an agreement in place, Pinecrest would easily be covered by the new station and Coral Gables Station 3. The Village would eventually need the new station (in either location), if the Village was to contract services from Coral Gables.

Should Pinecrest have its own fire station, the analysis shows that the best location would be as close to the center as possible to provide the best first response four minute coverage. With one station there can be an overlap in coverage, so long as there are multiple units at the station – which we propose in the model for a new Pinecrest Fire Department. Pinecrest would still need to have an automatic-aid agreement with Coral Gables or MDFR for the initial response on incidents such as a structure fire. Without automatic aid, Pinecrest would not have enough personnel responding on the initial call to meet NFPA standards.

Emergency Medical Service

As with fire suppression, EMS is also provided to Pinecrest. The closest stations to Pinecrest (Station 23 and 49) both have Advanced Life Support (ALS) medic units staffed with three personnel, including a Lieutenant. Most communities, including many in Florida, do not

staff medic units with three personnel, but MDFR does. The most common staffing arrangement is two responders – one paramedic and one emergency medical technician (EMT). Departments in Florida and elsewhere that staff ALS rescues with two responders include:

- Davie
- Orange County
- City of Orlando
- Brevard County
- Seattle
- Baltimore
- Houston
- Montgomery County, MD

A study conducted in 2001 by a Division Fire Chief in Boca-Raton found that only 25 percent of the then 84 departments licensed to provide fire-based ALS service in Florida were staffed by three responders. The reasons to staff rescue units with three responders reportedly were to improve service and reduce the number of medical calls responded to by engine companies.[6] Not surprisingly, the majority of fire departments with rescues staffed by three responders were located in southeast Florida.

To our knowledge there is no evidence that patient care is greatly improved when rescues are staffed by three responders. One of the arguments for staffing with three, according to the study, was to improve service and reduce the number of occurrences where engine companies are dispatched to assist the rescue crew with patient care. In Miami-Dade, dispatching protocols require dispatching an engine company on the initial call for a serious medical emergency, even when the first-due rescue is available to respond.

There are three receiving hospitals near Pinecrest where patients transported by ambulance are taken: 1) Jackson South, 2) Baptist, and 3) South Miami. One of the considerations about EMS service in addition to the call volume is the turnaround time to transport a patient to the hospital and then return to the ambulances coverage area. In situations where transport times are long, gaps in coverage can occur, even when call volumes are low. Turnaround times are not an issue for Pinecrest, thus the decision about how many EMS units are needed is one of demand, since any unit transporting a patient to the hospital would generally be back in the first-due area very quickly.

With slightly fewer than 1,000 medical calls/ year in Pinecrest and the proximity of medical care facilities, the Village could be served by one ALS rescue, with a second unit available when back-to-back calls occur. The model developed for Pinecrest for a start-up fire/ rescue service provides for one rescue, plus a squad to handle a second ALS call, if it were to occur.

[6] http://www.usfa.fema.gov/pdf/efop/efo32433.pdf

Patients in Pinecrest receiving medical aid from MDFR are presently billed depending on the services provided and whether the patient was transported. The County's billing policies and the amounts charged to Pinecrest residents was not within the scope of this project, and thus not analyzed. It is known that there are Medicaid and Medicare allowances for the amounts paid for services; however, the County, like other jurisdictions, is free to charge any amount for medical service. Most patients receiving bills for medical service turn the invoice over to their insurance company, which makes a determination on the allowable payment.

If Pinecrest were to contract with another agency for service, or start its own department, it could choose not to charge residents for medical service. Some communities still do not charge for EMS care, though the numbers are dwindling.

III. FIRE/ EMS SERVICE COST ANALYSIS

A contributor of significant tax revenue to MDFR, a decision by the Village to contract for fire/ rescue services elsewhere, or to stand up its own fire department can be expected to cause great concern to the County because of loss revenue.

From 2009 to 2013, Village of Pinecrest residents paid a total of $41.8M for emergency services from the County, an average of $8.4M per year. The total fire tax, which includes the cost of fire protection, rescue, and debt service, increased a modest 5.9 percent over the five-year period. The highest year, tax-wise, was 2013 when property owners paid $8.7M in fire taxes, due primarily to an increase in assessed property values.

Table 3. MDFR Millage Rate History, 2009-2013[7]

Year	Fire/ Rescue Service	Debt Service	Total	Increase (Decrease)
2009	2.1851	.0420	2.2271	-
2010	2.1851	.0200	2.2051	(.022)
2011	2.5753	.0131	2.5884	.3833
2012	2.4496	.0131	2.4627	(.1257)
2013	2.4496	.0127	2.4623	(.0004)
Average	2.36894	.02018	2.38912	.0588

The assessed valuation for Pinecrest in 2013 was $3.74B, slightly lower than the $3.9B in 2009. Using the millage collection rates charged by MDFR, the total cost to Pinecrest property owners from 2009 to 2013 averaged $8.4M.

[7] http://www.miamidade.gov/pa/library/adopted-millage-chart.pdf

Table 4: Village of Pinecrest Fire Service Costs, 2009-2013

Year	Assessed Real Property Value	Fire Service Cost	Debt Service Cost	Total Cost
2009	$3,901,885,281	$8,099,709	$163,879	$8,263,588
2010	$3,682,575,404	$7,644,456	$73,652	$7,718,107
2011	$3,510,202,226	$8,587,833	$45,984	$8,633,816
2012	$3,601,059,193	$8,380,097	$47,174	$8,427,271
2013	$3,737,105,393	$8,696,692	$47,461	$8,744,153
Total	**$18,432,827,497**	**$41,408,787**	**$378,149**	**$41,786,936**
Average	**$3,686,565,499**	**$8,281,757**	**$75,630**	**$8,357,387**

Note: The calculation for fire service costs were calculated at 95 percent of value to account for early payment discounts and appeals of proposed valuations, as per state law. Debt service is calculated at full value.

Fire Service Cost for Single-Family Dwelling

In 2013, Village property owners paid a total of $8.74M to the County Fire District. By comparison, Miami Lakes, another municipality covered by MDFR paid $5.84M, even though its population is significantly greater than Pinecrest (18,300). In 2012, the population of Miami Lakes was 30,400 with a mean property value of $385,000.[8] Pinecrest, by comparison, has a mean property value of $865,000.[9] Both are primarily residential communities, though Pinecrest is more affluent and property values are much higher.

Pinecrest is 7.6 square miles compared to Miami Lakes, 6.4. The key difference in these communities is the residential makeup with Pinecrest primarily being single-family homes on larger estate lots and Miami Lakes mostly multi-family, e.g., 9,000 housing units in Miami Lakes versus 6,016 in Pinecrest.[10] Using the current MDFR tax rate and the assessed valuation figures provided by Miami Lakes, we were able to calculate the fire tax millage charged to Miami Lakes. The cost per capita for service in Miami Lakes, not including capital millage, was $192 and the average cost per property $943.

Based on the current fire tax rate, including debt service and using the average cost of a single-family detached house, the cost for service comparison for Pinecrest and Miami Lakes is:

- Pinecrest: Average single-family home cost $903,667/1000 times millage rate 2.4623 x .95 = $2,114.
- Miami Lakes: Average single-family home cost $443,183/ 1000 times millage rate 2.4623 x .95 = $1,037.

[8] http://www.city-data.com/city/Miami-Lakes-Florida.html
[9] http://www.city-data.com/city/Pinecrest-Florida.html
[10] Wikipedia, the free encyclopedia.

However, it is important to remember that Pinecrest and Miami Lakes are different communities, financial wise. The median household income for Miami Lakes in 2011 was $58,850 versus $100,000 for Pinecrest.[11] The average number of occupants per household is about the same, 2.9 in both communities.[12]

The question for Pinecrest officials is whether fire and emergency services could be provided at a significantly lower cost to justify making a major change. Another question is whether a new system would be as effective.

Questioning the Fire Tax Rationale

As with other municipal taxes, assessing fire district taxes based on property valuations is common practice. The cost is easy to calculate and it assumes properties of higher value should assume more of the burden to pay for services.

However, a major problem occurs when one community pays appreciably more when the services are used less, and where the risk is much lower. Using the example of Pinecrest and Miami Lakes, it is questionable whether a community of 30,000 residents should pay 30 percent less than a community of 19,000, when the higher populated community accesses the services much more frequently. In addition to Pinecrest, other communities such as Indian Creek and Surfside have questioned the tax issue as well.

As an alternative to the 'nuclear option' of opting out of its County service, an alternative solution for Pinecrest (and other communities in a similar situation) should be to find a way to reduce the tax burden on mostly residential communities whose property values are very high and use the services very little. One way to do this is to cap the assessed value at a particular level such as the fire tax cannot be more than x percent higher than the average assessed value of single-family homes in the County.

For example, if the assessed property values for a single-family home were capped at 2x the assessed value of the average single-family home in Miami-Dade, the cost for fire/ EMS service would not exceed a certain amount; in this case $1,664. The average homeowner in Pinecrest pays $2,114/ year now.

The change in formula can be calculated as:

Average single-family home price in Miami-Dade County:	**$**355,762[13]
Fire-levy cap @ 2x the average home price, or:	$711,524
$711,524 x 2.4623 x .95:	$1,664
Current fire-service cost of average home in Pinecrest:	$2,114
Annual Savings:	$450

[11] www.city data
[12] Ibid.
[13] http://www.city-data.com/county/Miami-Dade_County-FL.html

Based on the formula, if 33 percent of the homes in Pinecrest were to see the decrease based on the formula above, the savings to the entire set of single-family homeowners would probably be close to $1.0M, making the Village's cost closer to $7.7M, based on 2013 property values. Obviously, those with the most expensive homes would see the largest decrease in fire tax. Predicated on the low demand for fire service in Pinecrest where few fires occur and EMS demand is low too, this option does have considerable merit.

While a solution such as just presented would reduce the revenue generated for MDFR, it might prevent the total loss of revenue should Pinecrest (and other municipalities) opt out of the current service agreement. A solution such as this might be difficult to achieve politically since the County may not want to consider an alternative that reduces revenue for such an important service. However, it may be the preferable option to that where communities like Pinecrest and others opt out of the County's fire service, altogether.

The potential savings of contracting service from Coral Gables is substantial. The question for officials is whether the savings is in the best interest of Pinecrest taxpayers and residents. Also to be considered is whether opting out of the County service is in the best interest of the Village and its relationship with the County. Opting out would create another duplication in a County that already has multiple agencies responsible for emergency services.

The question of high fire taxes is an issue not likely to be remedied soon, and the Village Council is wise to at least look at the issue and consider its options.

Coral Gables Proposal – A five-year proposal from Coral Gables structured in 2007 for fire and EMS service included an initial cost of $6.0M for year one and $5.0M for years two through five. If Pinecrest and Coral Gables had reached agreement (and the service started in 2009), the total cost for service from Coral Gables would have been $26.0M. Under its present agreement with the County, Pinecrest property owners paid $41.8M or $15.8M more for service from the County during the five-year period. The average savings per year, if Coral Gables had provided services, is $3.2M. Considering there are approximately 6,000 residential units in Pinecrest, the average savings per residential property would have been $533/ year or $2,665 per residential unit over the five-year period.

IV. SERVICE DELIVERY OPTIONS FOR PINECREST

In addition to understanding the current situation regarding the services and cost under the current arrangement with MDFR, Pinecrest officials wanted to know whether there are other options such as having their own fire/ rescue service.

Considering the Village's situation and the availability of service in the region, seven possibilities are considered plausible. Other options might be available, though these are the most realistic.

- **Continue With Miami-Dade Fire Rescue** – MDFR already provides excellent service and the Village would continue to receive quality service in the future. The cost for service is high and there are no guarantees that costs will not increase in the future. MDFR does have plans to improve service by adding a new station at the USDA or Cutler-Palmetto Bay sites and this station will improve service to Pinecrest. Cost aside, this option is the easiest since the Village does not need to make any changes.
- **Continue with Miami-Dade Fire Rescue but Revise the Fire-Tax Formula -** If continuing MDFR service is preferred, the Village should at a minimum work with other, high-value communities and the County, to alter the fire tax levy formula. In our opinion, the formula which is calculated solely on assessed valuation is not a good one. It is understood that high-value communities are 'donor communities', however, there should be a mechanism where other attributes such as service demand (call volume) are factored into the formula. Some communities use a formula where the cost of service from a particular fire station is divided based on demand to the various customers (fire district and municipalities). High property values work against the Village in the current cost formula, even though the services received from MDFR (in terms of demand) are very low.
- **Contract for Full Service from City of Coral Gables** – The contract presented to Pinecrest by Coral Gables in 2007 was a good one. It contained the essential services needed by the Village and at an acceptable level. The Village stood to save millions had the agreement been approved by Coral Gables. Our conversations with Coral Gables officials suggest there is renewed interest in revisiting a contract arrangement with Pinecrest. The sticking point may be the location of a temporary site to house fire/ rescue personnel until a permanent fire station can be constructed. Finding a suitable site for the permanent station is also a concern. If this option is pursued the County may again exert political pressure to stop the agreement from becoming a reality.
- **Contract for Service with Another Government Entity** – There are no laws that we are aware of prohibiting Pinecrest from contacting for fire service from a jurisdiction not contiguous with its borders. Key Biscayne and Miami have a contract

that includes automatic aid on the initial response, even though separated by almost seven miles of the Causeway and a County fire station (on the Causeway) is much closer. The possibility does exist that Pinecrest could expand the contract to include a full array of emergency services and contract these from Miami, Key Biscayne, or any other provider deemed adequate by Village officials. We did not estimate the potential cost savings for this option, though it could be significant.

- **Contract for Administration and Other Non-Emergency Services with Another Government Entity** – As communities face greater financial pressures contracting for fire/ EMS service is becoming more prevalent. Following a review of its fire/ EMS situation a previous client (in California) determined it best to contract with a neighboring fire department for administration, code enforcement, training and other support activities and hire their own firefighters and officers. The benefit of this option is the savings realized by not duplicating the administrative and support elements necessary to manage a fire department. The proximity to other fire departments in the region makes this option a possibility for Pinecrest.
- **Create a New Pinecrest Fire/ Rescue Department** – The option of opting out of service from MDFR and starting a new fire department is clearly possible. There are cost savings to be realized and the Village would have greater control over the operation. The downside is the creation of another fire department in a region which already has too much duplication. If this option were selected the Village would need to have an automatic-aid agreement with Coral Gables – or possibly MDFR. The cost savings for this option are similar to that realized by contracting with Coral Gables. However, implementing this option, which would take at least two years, is much more difficult. The Village's experience of starting its own police department does work in its favor, as does the experience of Key Biscayne which has been through the process before and could likely offer advice.
- **Create a New Fire Department with a Singular Fire/ Police/ Public Safety Structure**[14] – A hybrid of the previous option is to start a new fire department with fire and police under the same administrative structure. This option would provide that the same administrative structure currently managing the police department could also be used for the administrative and support functions of the fire department. Pinecrest Police have a well-functioning organization with the necessary personnel to manage budgets, time/ attendance, and other support activities and there is ample capacity within these sections to handle more work, according to the Chief. Under this arrangement, police and fire would be under the same executive leader, possibly referred to as Chief of Public Safety. Under the Chief of Public Safety would be the Chief of Operations (one each for police and fire). These individuals would be

[14] The option described here is not the same as a 'Public Safety Organization' where firefighters and police officers are cross-trained as Public Safety Officers.

responsible for the day-to-day operations within their respective departments. For dispatching fire units, the police dispatch operation is already functioning well and it has the capacity to handle fire/ EMS calls without adding more personnel. Approximately $300K in savings from the $6.0M annually needed for a new fire department would be saved, if this option were implemented.

In the section which follows are the startup and annual costs for a Village of Pinecrest Fire Department.

Starting a New Fire/Rescue Department – For this project Pinecrest elected officials wanted an idea of how much it would cost, if the Village had its own fire/ rescue department. The first years' cost, which included capital monies to purchase land and build a fire station, is about $16.0M. Of this amount, the largest expense is the estimated $6.25M required to construct a fire station.

After the first year the annual cost for the Village is approximately $6.0M. This amount includes annual salaries, benefits, and recurring costs for operational expenses, plus an annual amount to fund the fleet replacement program so money is available when the apparatus purchased initially can be replaced.

Assumptions as to the type of units and personnel deployed, the work schedule for fire personnel, and other factors such as the estimated salary and benefits are provided first, followed by the staffing calculations and employee costs, and the equipment needed for the department. In developing the personnel costs we used salary information from the Village and for surrounding fire departments. Salary and benefit cost assumptions were also reviewed by us with the Village's HR Director.

Assumptions:

- 1 fire station
- 1 Quint (75') staffed at 4 personnel
- 1 Rescue staffed at 3 personnel[15]
- 1 Squad (EMS transport capable) staffed at 3 personnel
- 1 Battalion Chief (BC) staffed at 1
- 1 Reserve engine
- 1 Reserve rescue
- 1 Reserve squad

[15] Because of local tradition the rescue is staffed at three. However, the Village could provide effective service with two responders.

- 56 hour work week
- All units and BC are ALS qualified
- Three response units 24/7: 1 quint/ engine, 1 rescue, 1 squad
- Minimum on-duty staffing is 11: 1 BC, 1 Captain, 2 Lieutenants; 1 Engineer (driver/ operator); 6 FF/PMs
- New employees – all earn 112 hours/year (PTO and holidays)
  - Loss time due to work-related injuries, sick, FMLA, jury duty, etc. = +/- 7.5 percent, or 2400 hours/ year (32,000 X .075)
  - 11 on-duty x 56 hours/ week x 52 weeks = 32,032 hours/ productive staffing needed/ year
- Staffing Factor:
  - 56 X 52 = 2912 hours/ ear, firefighter
  - 2912 – 112 hours PTO – 218 hours sick, accident, etc. = 2582 hours/ year
  - 2582/ 52 = 49.7 hours week productive time/ firefighter
  - 168/ 49.7 = 3.4 staffing factor per position
  - 3.4 x 11 = 37.4 FTE positions needed (rounded to 39, or 13 on each of three shifts)
- Administrative Staffing:

Position	Annual Salary
1 Fire Chief	$120,000
1 Deputy Fire Chief / Fire Marshal	$100,000
1 Training Officer (Captain)	$80,000
1 Fire Inspector	$50,000
1 Plans Reviewer (contract)	$50,000
1 Public Education Specialist	$50,000
1 Fire/ EMS Dispatcher[16]	$40,000
1 Administrative Assistant	$40,000
Benefits @ .35	$200,000
8 Positions	**Year 1 Cost $730,000**

[16] Included though probably not required.

- Capital Expenditures (one-time costs):

Fire Station (3 bay facility @ 8K square feet ($500 square foot)	
Land Acquisition	$1,500,000
Architectural & Engineering	$750,000
Construction	$4,000,000
Sub-Total	**$6,250,000**
Radios, computers, telephones	$500,000
Office equipment/ supplies	$250,000
Hose, appliances, SCBA, Tools & Turnout Gear	$1,000,000
Contractual Services (fuel, maintenance)	$500,000
Communication & IT Upgrades	$500,000
Sub-Total	**$2,750,000**
Vehicles	
1 Quint	750,000
1 Reserve Engine (used)	200,000
1 Rescue	200,000
1 Squad (transport capable)	200,000
1 Reserve Rescue	100,000
1 Reserve Squad	100,000
Sub-Total	**1,550,000**

- Operational Positions:

Rank	FTE Positions
Battalion Chief	3
Captain	3
Lieutenant	6
Operator/ Engineer	3
Senior Firefighter/ Paramedic[17]	6
Firefighter/ Paramedic	18
Total	**39**
Assigned Each Shift	**13**

[17] Senior Firefighter/ Paramedic is qualified to act as a first-line supervisor in the absence of a Captain or Lieutenant.

- Cost:

Position	FTE	Estimated Salary	$$ Benefits @ .35	Total
Battalion Chief	3	$90,000	$31,500	$364,500
Captain	3	$80,000	$28,000	$324,000
Lieutenant	6	$70,000	$24,500	$567,000
Engineer	3	$65,000	$22,750	$263,250
Sr. FF/PM	6	$65,000	$22,750	$526,500
FF/PM	18	$60,000	$21,000	$1,458,000
Total	**39**	--	--	**$3,503,250**

- Annual Salaries/ Benefits:

Operations	$3,503,250
Administration	$730,000
Salaries/ Benefits/ Year	$4,233,250

- Other Costs:

Recurring Operational Costs/ Year	$1,500,000
Capital Replacement Fund/ Year	$250,000
Sub-Total	**$1,750,000**
Total Annual Cost	**$5,983,250**

- Other Costs TBD:
  - Recruitment, testing and selection
  - Legal expenses
  - Utilities (water, sewer, electricity)
  - City services

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

MEMORANDUM
Office of the Village Manager

DATE: January 22, 2015

TO: The Honorable Mayor and Members of the Village Council

FROM: Yocelyn Galiano Gomez, ICMA-CM, Village Manager

RE: Fire Rescue - Supplemental Information

As part of the amended 2013 Strategic Plan, the Village Council established a goal to develop a report on Fire Rescue Services for the Village of Pinecrest that analyzes the services provided by the Miami-Dade Fire Rescue District and investigates the feasibility of establishing a Village Fire Rescue Department or contracting out the service with another neighboring jurisdiction. Based on that directive, a report was commissioned from a consultant (Tri Data Division, System Planning Corporation) and submitted to the Village Council in June 2014.

Following the presentation of the final report, which is attached hereto as Exhibit A for your general information, the Village Council requested a workshop for January 27, 2015 to review the findings of the report in more detail and discuss possible next steps. In anticipation of the workshop discussion, additional information is provided below as general information to aid in the discussion.

In 2014, the Miami-Dade Fire Rescue District assessed a millage rate of 2.4207 plus a debt service millage of .0114 to total 2.432 mils. Budgeted at a typical 95% collection rate, that combined millage will generate $9,041,885 in revenue out of Pinecrest for the district for 2014. In addition, the district generates approximately $350,000 from permitting, inspections and transport cost. Should the Village decide to opt out of the district and establish its own department, it is anticipated the annual revenue from taking over the taxing jurisdiction would be approximately $9,390,000.

Fire Station Cost and Location Alternatives

According to Miami-Dade Fire Rescue (MDFR), the County will pay $500,000 for the acre in Palmetto Bay (well below the appraised property value of $845,000 - $870,000). Further, construction costs for the new Miami-Dade County station in Palmetto Bay is running about

$250 - $260 per square foot. Therefore, the new station in Palmetto Bay (which is slated to be 12,000 square feet in size) will cost approximately $3 million to build. This cost is not inclusive of design, permitting, construction management, art in public places funding, and certain technology and equipment costs for which MDFR is responsible. It is anticipated those costs will add an additional $1,000,000 in expenditures. Based on this information, the County expects to spend $4.5 million for the new station in Palmetto Bay.

Buying a similar lot in Pinecrest could cost anywhere from $1 - $2 million depending upon the specific location. Based on the land costs in the Village and building cost figures provided by the County, the Capital expenditures that would be anticipated in order for Pinecrest to build a brand new station within the residential area would be in between $5.5 - $6.5 million. (Note: The final report submitted by Tri Data, estimated the cost to be $6,250,000.) Using the highest cost figure of $6.5 million, the annual debt service payment to pay off a 20-year bond to fund land acquisition and facility construction would be $470,000.

As a short term alternative, the Village can explore the possibility of renting a centrally located residence (preferably 8,000 - 10,000 square feet) for a fire station. The annual cost to rent such a property (if available on the market) would be in the range of $180,000 - $264,000. By renting an existing home for use as a fire station, the Village can explore the long-term impacts of such a facility within a residential area without permanent commitment.

Likewise, it is also possible for the Village to purchase an existing residence and retrofit the building, similarly to the county's use of the Scherr House as a fire station on Red Road. The cost of retrofitting an existing building would be significantly lower than building a brand new building and would not be expected to exceed $2,000,000, bringing the total cost of property/building acquisition and renovation to $4,000,000. The annual debt service payment for a 20-year bond to fund something like this would be $288,000.

Although not as cost effective, a fourth alternative would be to locate a station along the US 1 corridor and explore the possibility of co-locating fire suppression and rescue apparatus plus personnel within the Coral Gables station on Old Cutler Road. The cost of purchasing land along the US 1 corridor would likely increase the cost of acquiring property and building a fire station by $1 million due to higher property costs. So, utilizing this scenario, the Village would be looking at paying roughly $7.5 million over a 20-year period which would be $540,000 per year in annual debt service. In addition, the Village would have to negotiate an agreement with the City of Coral Gables to be able to house one fire suppression unit and a rescue unit at the station on Old Cutler Road. This arrangement can be made as part of an agreement with the City of Coral Gables.

And finally, the fifth alternative would be to explore the buy-back of the Franz Scherr Home Station on Red Road from Miami-Dade County instead of housing a fire suppression unit and

rescue apparatus at the Coral Gables Station. Preliminary discussions with County staff indicate that the station would likely no longer be needed by MDFR, opening up the possibility for the Village to purchase back that property for approximately $500,000 (which was the cost at which the Village sold the property to the County in 2002). The annual debt service for this purchase would be $36,000 for a 20-year loan.

Based on the aforementioned scenarios, one can anticipate that in the less cost efficient (worse-case) scenario involving the purchase and construction of a new station on US 1 and the repurchase of the Scherr House Station, the Village would pay an annual debt service payment of approximately $575,000.

Capital Outlay - Large Equipment Costs:

In addition to the land and building costs associated with starting a new department, the Village would also incur expenses for large equipment purchases as follows: a rescue unit costs about $260,000, a Quint is about $750,000 and an engine (pumper) truck is approximately $750,000. Should the Village decide to establish its own department, I would recommend purchasing two rescue units, an engine and a quint. The cost to purchase the equipment outright would be $2,020,000. However, it would be my recommendation to lease those vehicles over a five year period at an annual cost of $467,000 assuming a 1.5% interest rate.

In addition, according to the Tri Data Report, other peripheral capital outlay expenditures for a start-up department are expected to cost $2,750,000. It would be my recommendation to pay those costs over a five year period which will result in an annual expenditure of $583,000. Therefore, the annual debt service cost of the large equipment capital outlay needs for the start-up department would be $1,050,000 per year for the first five years.

Operating Costs

Attached, as Exhibit B, please find the budget documents for the Key Biscayne Fire Rescue Department which provide a brief description of the staffing levels and functionality of that department. Additionally, attached hereto as Exhibit C, is a copy of the Automatic Aide Agreement between Key Biscayne and the City of Miami. These documents are provided for your general information.

In the event Pinecrest decides to establish its own department, it would be my recommendation that it be organized and operated similarly to the Key Biscayne model utilizing either City of Coral Gables and/or City of Miami for the automatic aide functions. In the case of Key Biscayne, the department's operating budget is $6,942,898 of which $537,264 is paid to the City of Miami per year for automatic aide services.

According to the TriData report, Pinecrest receives approximately 1,300 calls per year of which approximately 72% (936) represent emergency medical service calls; and only had 26 fire incidents in the last three years. For comparison purposes, please note that according to the Exhibit B, Key Biscayne experienced a total of 1,809 calls during Fiscal Year 2012-13, 922 of which were medical calls. Therefore, the service requirements for both municipalities are very similar, with the exception of the lack of large high-rise buildings within Pinecrest.

Impact on the County's Budget

The total budget for the MDFR District is $324,988,000. Should the Village decide to opt out of the district, the portion of ad valorem taxes derived from the Village of Pinecrest represents $8,999,844, or 3.2%. In addition, MDFR would no longer collect $152,772 from commercial occupancy inspections in Pinecrest and approximately $200,000 from emergency medical transportation fees. The total revenue loss would be approximately $9,352,616. These figures do not include $42,384 in annual debt service revenues generated from the Village because it is not clear that this debt would be removed from the Village if it opted out of the district at this time.

Conclusion

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. Further, based on the anticipated surpluses, the Village would be in the position to potentially lower taxes or increase its reserves.

THE CITY OF CORAL GABLES

OFFICE OF CITY MANAGER

The City Beautiful

CITY HALL 405 BILTMORE WAY
CORAL GABLES, FLORIDA 33134

December 14, 2015

Yocelyn Galiano
Village Manager
Village of Pinecrest
12645 Pinecrest Parkway
Pinecrest, Florida 33156

Dear Madam Manager:

Several months ago, you requested the City of Coral Gables examine the feasibility of providing Fire Services to the Village of Pinecrest should the Village Council decide to provide direct Fire/Rescue Services to its residents. As part of the review, the feasibility of providing other options was also considered. Through our research, we have concluded that it would not be feasible for the City of Coral Gables to provide direct Fire Service for the Village of Pinecrest but we may be able to provide other Fire Rescue services that may be of interest to you, most notably Auxiliary Aid, Automatic Aid, and Ancillary Aid. We have a summary of the analysis performed and our staff stands ready to meet to discuss the information in further detail at your convenience.

The Coral Gables Fire Department is a Class I and fully accredited Fire Department with 132 Certified Firefighters and three full service stations. The Department has a distinguished service record and has received numerous national and international recognition including vehicle extrication and lifeline EMS recognition. Coral Gables is a Mutual Aid Member, along with the other five (5) fire departments in the county, who are committed to provide support to each other during certain situations. No community can handle the heavy burden of emergency response independently. While each department is staffed and equipped to handle large-scale or multiple incidents, there are times when support or assistance from neighboring departments is warranted. Miami-Dade County has an active and effective Mutual Aid Agreement that ensures support is provided when aid is needed to mitigate any emergency within our corporate boundaries. All recognized Fire Departments within Miami-Dade County have signed into the agreement. The Mutual Aid program is not intended to provide support to agencies that understaff or underequip their primary response force, and the mutual aid agreement does not provide for a fee or reimbursement mechanism of services provided.

The core base of Fire Departments within Miami-Dade County has remained constant since 1956, the year of the Mutual Aid Agreement's inception. One addition was the establishment of the Key Biscayne Fire Department and their inclusion into the County-Wide Mutual Aid Agreement. As a Mutual Aid Member, Key Biscayne has entered into a successful Automatic Aid Agreement with the City of Miami. Automatic Aid is based on the concept of mutual aid; a shared process of giving and receiving built on cooperation. Of all the forms of cooperative efforts in the fire service, mutual aid is the most common. What differentiates mutual aid from automatic aid is one fundamental concept. Mutual implies, "Call when you need help", and Automatic implies, "No need to call, already coming" (Fire Rescue, 2009).

P.O. BOX 141549 CORAL GABLES, FLORIDA 33114-1549 (305) 460-5201

As the Village of Pinecrest continues to evaluate various options of providing Fire Protection services, one question posed was, if requested, could Coral Gables offer support in the form of Automatic and/or Ancillary Aid. The analysis applied took the assumption that the Village would develop a fully functional fire department that mirrors the Key Biscayne Fire Department model plus a command level officer. Under this scenario, the Village would become a signature member of the Miami-Dade County Mutual Aid Agreement. In addition the Village could enter into an Automatic Aid Agreement with Coral Gables. If any such agreement was developed, the Village's operational equipment and standard operating procedures (SOPs) would need to mirror that of Coral Gables. Compatible equipment would be at a minimum to ensure firefighter safety and consistency of response resources (i.e. Self-Contained Breathing Apparatus, Radios and Fire Department appliance threads).

The premise of an Automatic Aid would deploy the Coral Gables Fire Department to the Village of Pinecrest when:

- Village units have responded on two calls for service and additional calls for service develop.
- Automatic dispatch of appropriate equipment, material and personnel to augment the Village department's initial response. The dispatch criteria of Coral Gables will be in accordance to the dispatch criteria using the Coral Gables Fire Department's requirements.
- If Village units have responded to two or more calls for service, for more than a minimal amount of time, and therefore are not readily available for additional calls, a Coral Gables unit would be staged for Village coverage.
- In the event of a major emergency, a minimum fee will be charged to the Village that requires Coral Gables units for an extended time in excess of one hour:
    - Fire Apparatus or Support Units = $1,500 per hour
    - EMS Units = $1,000 per hour

The Automatic Aid could be developed to conversely support the City of Coral Gables. Village units could support the City if resources are assigned or delayed. In order to avoid any jurisdiction from over-utilizing the other, a cost mechanism could be evaluated after the first year or at established intervals. Coral Gables providing Automatic Aid to support the Village will not have a negative effect to Coral Gables' ISO classification; however, if the agreement is reversed then the Village's ISO components will need to be evaluated. Instead, it would be recommended for Coral Gables to receive support through the already established Miami-Dade County Mutual Aid Agreement.

Ancillary support could also augment the Village's fully serviced fire department. The following are some Ancillary support functions and cost estimates:

Recruit Firefighting Training Class (recruits are already State Certified) 8 week program, 10 Firefighter Recruits, Fire Fighting, EMS, Extrication, Dive Rescue. *Cost estimate is based on Coral Gables current staffing levels, exclusion of backfill can be achieved by utilization of existing training staff.*	$111,000 2 Fire Officer Instructor 640 hrs x $60 = $38,400 *Back fill 768 hrs x $90 = $69,120* Dive Rescue Cert = $100 pp Burn Building $1500 Forcible Entry Prop $1000

Station Alerting System dispatched from Coral Gables (must be compatible to Coral Gables System) Microwave and Locution installed in Village Station	$80,000 (one time cost estimate to be negotiated with the vendor)
Fire-EMS Dispatcher (Village maintains current practice of call taking) per year cost	$80,000 (1 Dispatcher included benefits)
Material & Personnel for Fire Inspection Plans Review Permit Review & Fire Investigation	$140,000 ($90,000 - Inspector includes benefits) ($50,000 -1/3 Fire Marshal)
EMS Oversight Quality Review, Infectious Control, (EMS officer to review reports)	½ position $50,000
Medical Director	Will require an amended contract with the Coral Gables current Medical Director. Services will be consistent with State of Florida requirements.
Fleet Maintenance of Fire Apparatus	Actual cost plus 20%
Support Services Coordination Procurement, inventory, receiving, stocking and supplying (not inclusive of actually supply cost).	½ position $30,000

If additional ancillary support functions are identified, cost estimates would be developed. The process of feasibility would be evaluated for each ancillary support item. The final determination would be applied and evaluated if the service is of mutual interest for both parties.

Thank you for reaching out to Coral Gables as you evaluate your options to ensure the highest level of Fire services for your residents. We look forward to discussing the various options to determine if the City of Coral Gables and the Village of Pinecrest choose to pursue an interagency relationship.

Sincerely,

Cathy Swanson-Rivenbark, ICMA-CM, AICP, CEcD
City Manager

Cc: Frank G. Fernandez, Assistant City Manager/Public Safety Director

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

MEMORANDUM
Office of the Village Manager

DATE: February 10, 2016

TO: The Honorable Mayor and Members of the Village Council

FROM: Yocelyn Galiano, ICMA-CM, Village Manager

RE: Farmers Market Vendor Fees

Below is a chart that details the current fees the Village charges the farmer's market operator per month. In December 2015, the Village conducted a survey of the market vendors (past and present) to gather input regarding the program and formulate an action plan to address concerns. Attached for your general information are the results of the survey.

Based on survey responses received, Pinecrest Gardens Director Alana Perez was instructed to look into what fees are charged to vendors by competing markets. In comparison to other similar local markets (i.e. Miami Beach Botanical Garden, Normady Village, Arsht Center Market, Aventura), the Village charges a larger amount per month which translates into higher vendor fees.

Therefore, it is my recommendation that the Village Council consider lowering the fee charged of the management company during the months of November through April as detailed below. The lower rate will be passed on to the vendors and likely attract additional/new vendors to participate in the market and place the Village's program in a more competitive position. If the Council agrees to lower the rate charged to the management company, the Village Manager will negotiate a new schedule for vendor fees that would reflect the cost savings.

	Current Fees to Village	Current Vendor Fees	Proposed Fees to Village	Proposed Vendor Fees
May – October	$500/month	$46/week	$500/month	$TBD/week
November	$1,000/month	$60/week	$700/month	$TBD/week
December - April	$1,400/month	$65/week	$700/month	$TBD/week

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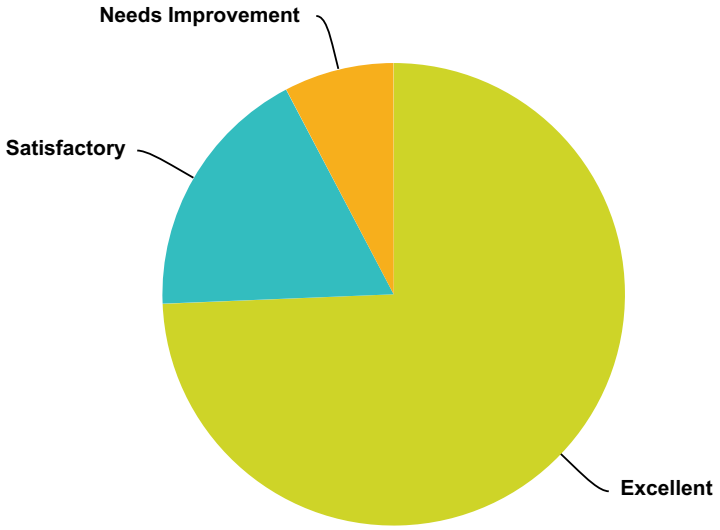
Q1 Effectiveness of weekly instruction and communication updates

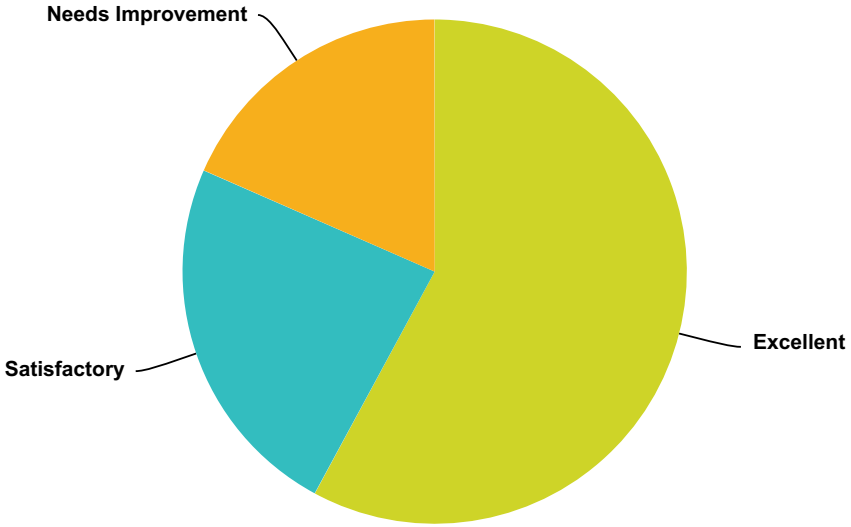
Answered: 39 Skipped: 2



Answer Choices	Responses	
Excellent	**74.36%**	29
Satisfactory	**17.95%**	7
Needs Improvement	**7.69%**	3
Total		**39**

Q2 Ease of loading, set up and teardown

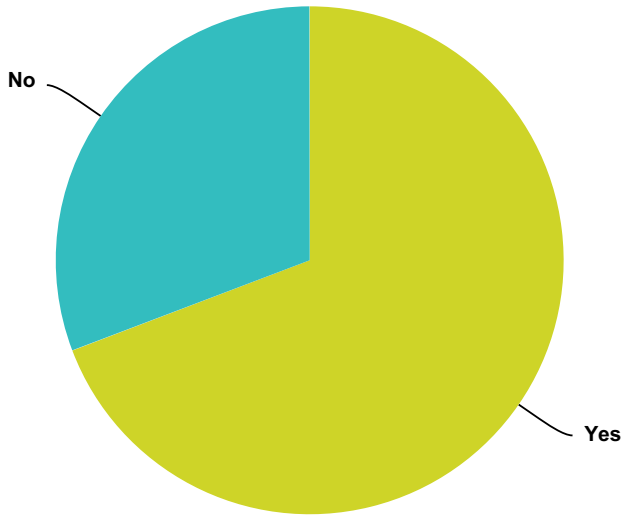
Answered: 38 Skipped: 3



Answer Choices	Responses	
Excellent	57.89%	22
Satisfactory	23.68%	9
Needs Improvement	18.42%	7
Total		**38**

Q3 Do you feel your fees are in line with your product sales or the fees of other markets (please take into consideration that fees that are charged to you as a vendor are directly related to the rent we charge the market management). The rent fees are public record.

Answered: 39 Skipped: 2



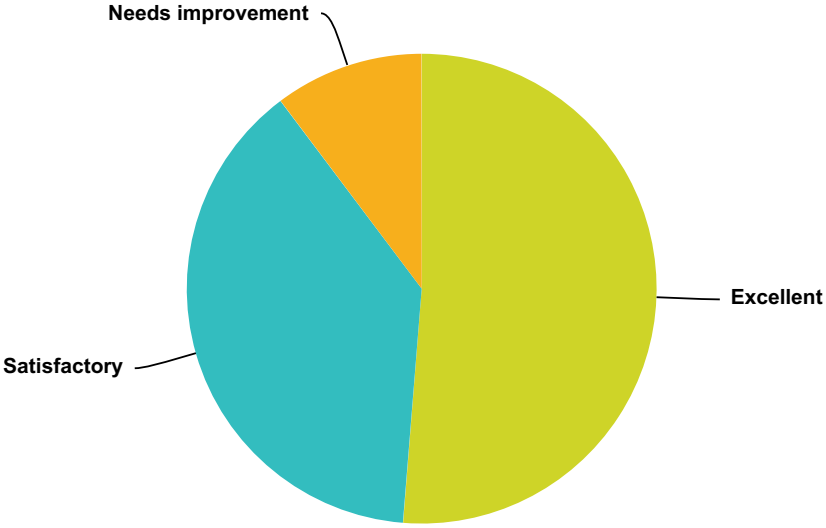
Answer Choices	Responses	
Yes	**69.23%**	27
No	**30.77%**	12
Total		**39**

#	If the answer is no what fee do you think would be reasonable	Date
1	$40-$45 like other markets.	12/20/2015 7:51 AM
2	The average fee at other markets is $30-$45 including tax, this would be a reasonable fee.	12/20/2015 7:37 AM
3	$30 weekly is the actual rate us too expensive	12/16/2015 8:04 AM
4	most other markets are between $30 and $40	12/15/2015 7:52 PM
5	But do to the fact I'min agribusiness and pay other additional fees, if I wanted to expand my tent size, I was going to been enforced going to required to pay regurar rate which caused me to leave, and never could get the same location weekly, when I even payed a week in advanced and if I wasn't going to be there, the market director was notified, and every market I did I had the same location every week, that seemed to me like a no brainer, and most every other produce vendor had the same location every week even if they only were there in the height of the season not year round, very unfair. ...	12/11/2015 4:04 PM
6	I do 4 markets per week and Pinecrest is the most expensive with no 'rain' consideration. There is no penalty if we decide to opt out for the day if we deem the weather a threat to the integrity of our products; and if we are at market and it rains, we are given a discount. My products are extremely perishable and do not handle exposed to moisture. It was also my understanding that one of the main reasons for changing the past market admin. was to lower the fees. Given the present market situation (we have lost many solid "Pinecrest" shoppers hence sales have declined); I'd say from a pro-rational standpoint, fees have not improved.	12/8/2015 10:28 AM

7	$35.00 to 45.00	12/7/2015 5:45 PM
8	$30-40....Too many parties are trying to profit on the vendor fees---higher vendor fees weaken the market as creative, unique, high quality/low margin products cannot afford high fees. Without the diverse high quality vendors, we loose our quality "spending" customers. The market needs to build itself up again.	12/7/2015 2:45 PM
9	$40.00 as most markets are	12/5/2015 8:25 AM
10	$40 in Season AND $25 Of Season	12/3/2015 6:09 PM
11	$40 per space.	12/3/2015 5:53 PM
12	The mandatory insurance is a killer! Vendor fees should drop to $40 during the off summer months. And should not go above $60 during peak season. I was told the fees will go up again in December! Keep in mind we have other expenses as well.	12/3/2015 3:29 PM
13	The fees we're paying is at the upper end of the scale for produce market vendors. Other markets here and elsewhere charge much less for same (produce/farmers).	12/3/2015 3:28 PM

Q4 Layout of the market and arrangement of the vendor booths

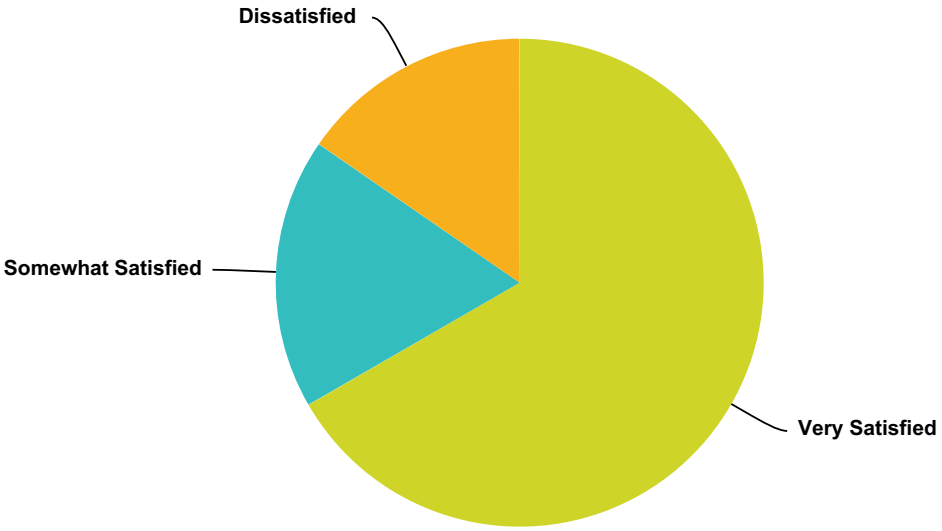
Answered: 39 Skipped: 2



Answer Choices	Responses	
Excellent	**51.28%**	20
Satisfactory	**38.46%**	15
Needs improvement	**10.26%**	4
Total		**39**

Q5 My overall satisfaction with the market is

Answered: 39 Skipped: 2



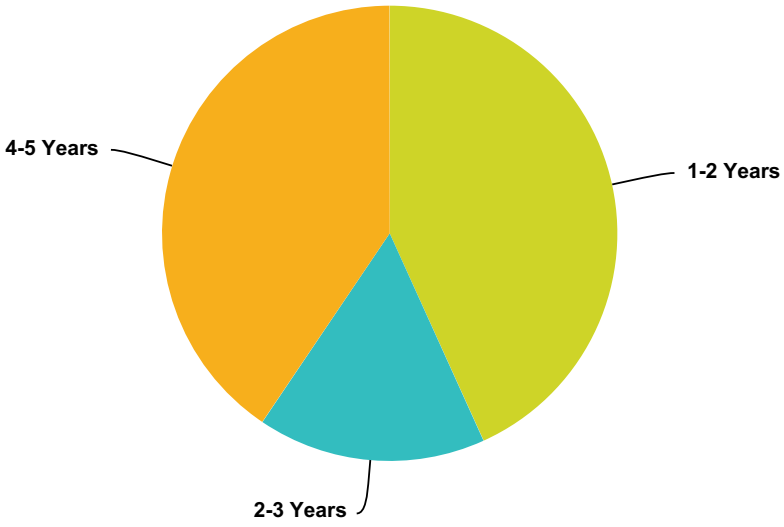
Answer Choices	Responses	
Very Satisfied	**66.67%**	26
Somewhat Satisfied	**17.95%**	7
Dissatisfied	**15.38%**	6
Total		**39**

#	If dissatisfied what would you like to see changed	Date
1	-Tents too close, locations change every week. Only their favorites do not move. Treated poorly by management. They are rude, and punish us when we are paying to be there. We are afraid to talk to them with problems or questions. Their job is to make us successful. They sell same products as other vendors but cheaper. They have 3 tents and we are squeezed on top of each other. Lots of good vendors gone as they fought with everyone. Give us someone nice who understands our needs, no power trip girls who are nasty.	12/20/2015 7:51 AM
2	I would like to see the Village of Pinecrst take over the running of the market using a market manager that would work with Parks and Recreation	12/20/2015 7:37 AM
3	mote customers, more advertising, lower rates.	12/16/2015 8:04 AM
4	Not putting the same kinda vendor like myself size by side, spread out and give diversity so people would walk the entire market, by putting the largest produce vendors with multiple tents on the ends, people didn't get a chance to even see those on the inner part of market	12/11/2015 4:04 PM

5	Administrative skills in the way vendors are selected for the market- We have lost so many good vendors, who have either left or gotten thrown out due to their dissatisfaction with present management. As good vendors are gone, I question the parameters that are used in replacing these vendors. It is evident....very evident, that the face of the Pinecrest market shopper has changed - DRASTICALLY! It has reflected in our sales. We have lost the spenders; and those few Pinecrest shoppers who do come back share that they only come because of us or some other select one or 2 older vendor and that the market is not like it used to be and how much the market has changed and so has the general attitude, morale and service they get. As a vendor who has been with the Pinecrest market since its beginnings in the parking lot of Gardeners Market on US1 and SW 124 St., I have to tell you, comments like these from shoppers hurt. Hurt because for me it has been a team effort to build a good market where people can come not just to purchase but also as a community, to meet, eat, greet, socialize and spend a Sunday. This, does not happen anymore at Pinecrest. Used to be, the crowd would be so thick, one would quickly learn to do the " Pinecrest Shuffle" learning to walk sideways to get through the thick of the crowd that would often come to a bottleneck from where I set up. We have lost that energy completely. I tire of hearing customers comment ' what's happened to the market ' Finally, Administrative skills in the way we are treated and spoken to, affects the morale and presence of vendors. This I believe is handicapping and stunted the growth of our market.	12/8/2015 10:28 AM
6	The quality and composition of vendors has declined and has caused the key Pinecrest customers to be unsatisfied. Too many prepared food vendors---not enough high quality interesting artisans which the Pinecrest customer comes for...also vendors who had relationships with the customers were kicked out or disgruntled. This has caused our sales to be reduced by HALF! This is a real struggle for us but our fee was increased with much lower sales and customers.	12/7/2015 2:45 PM
7	Obviously, I am dissatisfied after being in the market over 6 years. Not to be let back in at the beginning of the season, and lied to by the management company saying that the market is full to capacity when they are probably less vendors than ever.	12/6/2015 5:59 PM
8	As a vendor I participated with the Pinecrest Gardens market for 4+ years and prior to this market I participated at the Gardner's Market for 8- 10 years.	12/3/2015 7:43 PM
9	not enough diversity vendor! Because few vendor taking 3 or 4 space it minimize the diversity to add and make the market more interesting.	12/3/2015 6:09 PM
10	Just price.	12/3/2015 5:53 PM
11	Customer parking is limiting market growth. Market could be expanded to another row to accommodate more vendors, demos/social activities and more customer seating, but then parking would become even more critical.	12/3/2015 3:28 PM

Q6 How long have you been a vendor in Pinecrest

Answered: 37 Skipped: 4



Answer Choices	Responses	
1-2 Years	**43.24%**	16
2-3 Years	**16.22%**	6
4-5 Years	**40.54%**	15
Total		**37**

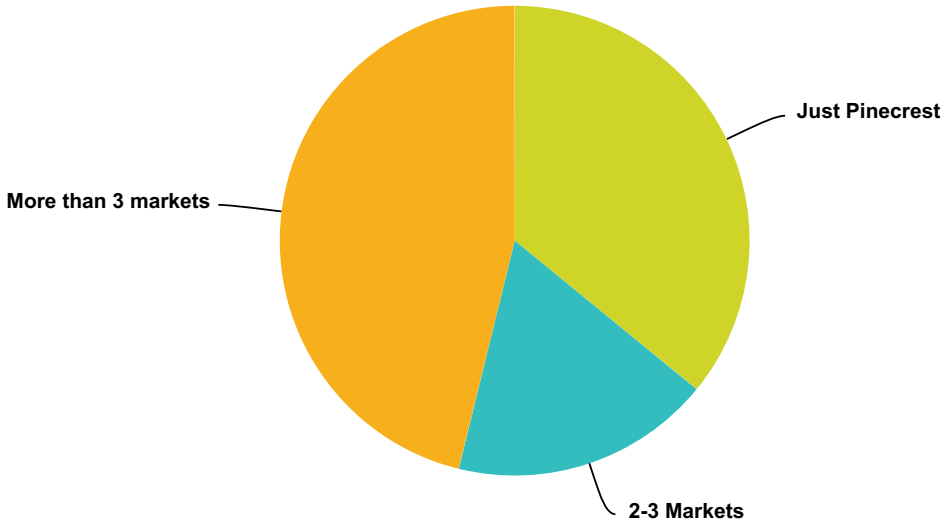
Q7 If you are a FORMER vendor, NON-ACTIVE or NON-PARTICIPATING what was your reason for leaving

Answered: 8 Skipped: 33

#	Responses	Date
1	management	12/20/2015 7:51 AM
2	Conflict of interest/Green Market Co=op continually competed with other vendors selling some of the same products at cheaper rates. When we brought it to their attention we paid the consequences.	12/20/2015 7:37 AM
3	too expensive rates I have been absent a few months for pregnancy and when I came back they move me, they put me in a place without electricity after they saw me 2 years bringing a freezer for my frozen pastas.	12/16/2015 8:04 AM
4	For some of the reasons already explained and when I tried to discuss nicely, I got excuses and an attitude which didn't answere my question, I have lots of emails wanting back, but I don't think it was a good fot, you many favorites	12/11/2015 4:04 PM
5	I am All American Citrus, Inc, I was with the market over 6 years. I am a seasonal vendor we sell Florida Citrus and bottle Florida Citrus Juice. It is SEASONAL product.It has always been this way and never been a problem except this year when they didn't allow us to come back. They said that the market was currently full when it probably has less vendors than ever.	12/6/2015 5:59 PM
6	Disagreement with the management over location of my tents (I had the space for the previous years & my customers were used to finding me there) and I was being moved to different locations weekly. I was given an ultimatum that if I did not like my assigned space I should leave, which I did. .	12/3/2015 7:43 PM
7	Distance traveled. Managers were great and very smart when dealing with frivolous customer complaints.	12/3/2015 5:53 PM
8	Stopped doing markets to focus on retail sales.	12/3/2015 4:30 PM

Q8 How many markets do you participate in

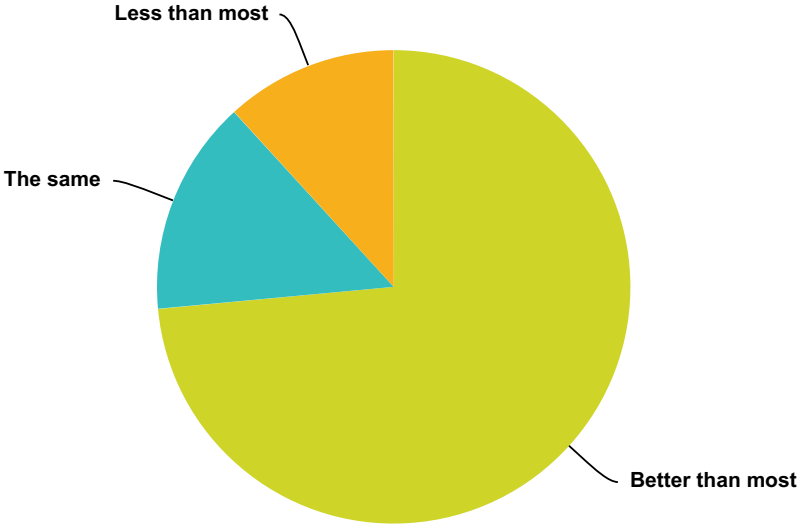
Answered: 39 Skipped: 2



Answer Choices	Responses	
Just Pinecrest	**35.90%**	14
2-3 Markets	**17.95%**	7
More than 3 markets	**46.15%**	18
Total		**39**

Q9 How would you compare the Pinecrest Market with the others

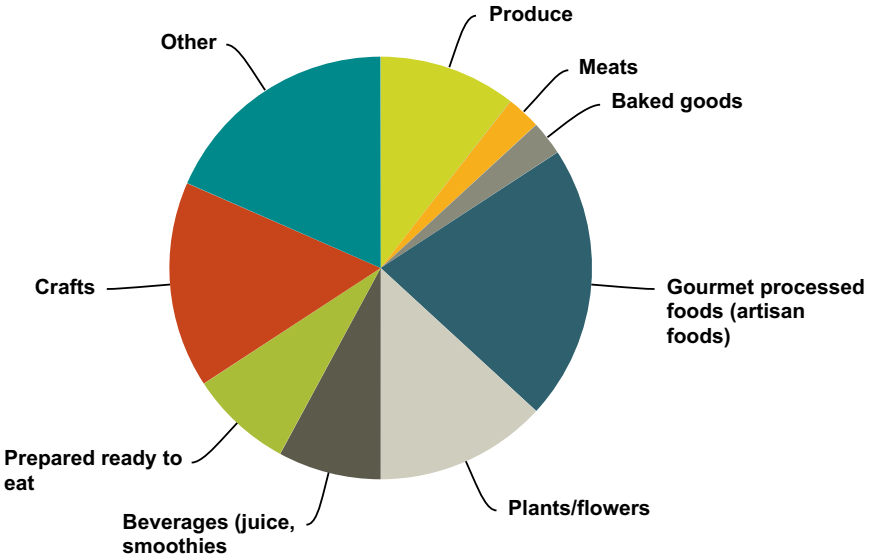
Answered: 34 Skipped: 7



Answer Choices	Responses	
Better than most	73.53%	25
The same	14.71%	5
Less than most	11.76%	4
Total		**34**

Q10 What products do you sell

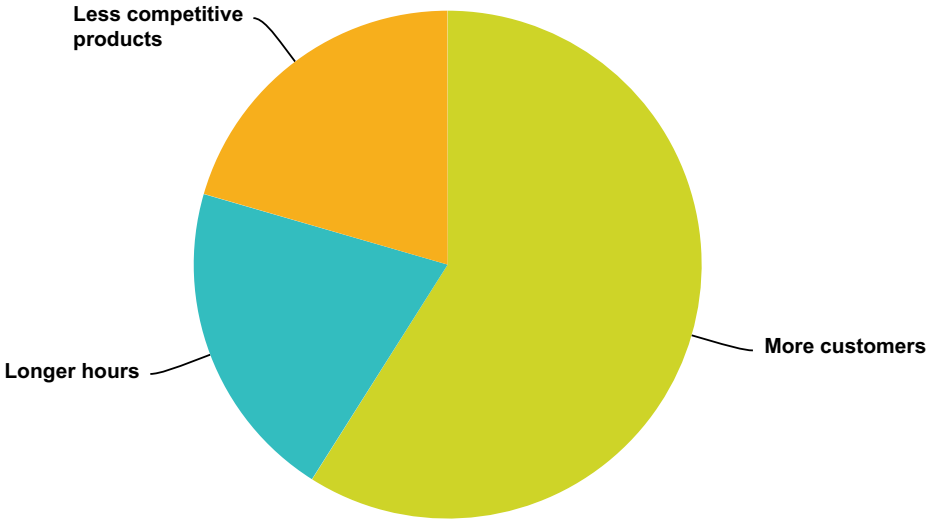
Answered: 38 Skipped: 3



Answer Choices	Responses	
Produce	10.53%	4
Seafood	0.00%	0
Meats	2.63%	1
Baked goods	2.63%	1
Gourmet processed foods (artisan foods)	21.05%	8
Plants/flowers	13.16%	5
Beverages (juice, smoothies	7.89%	3
Prepared ready to eat	7.89%	3
Crafts	15.79%	6
Other	18.42%	7
Total		**38**

Q11 As a vendor, which of the following do you believe would be helpful to your business

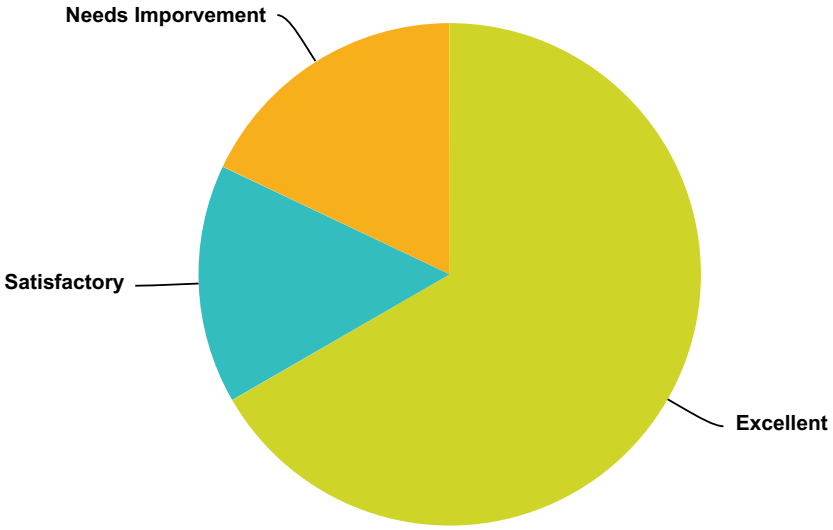
Answered: 39 Skipped: 2



Answer Choices	Responses	
More customers	58.97%	23
Longer hours	20.51%	8
Less competitive products	20.51%	8
Total		39

Q12 How would you rate the management practices of Green Market Co-Op

Answered: 39 Skipped: 2



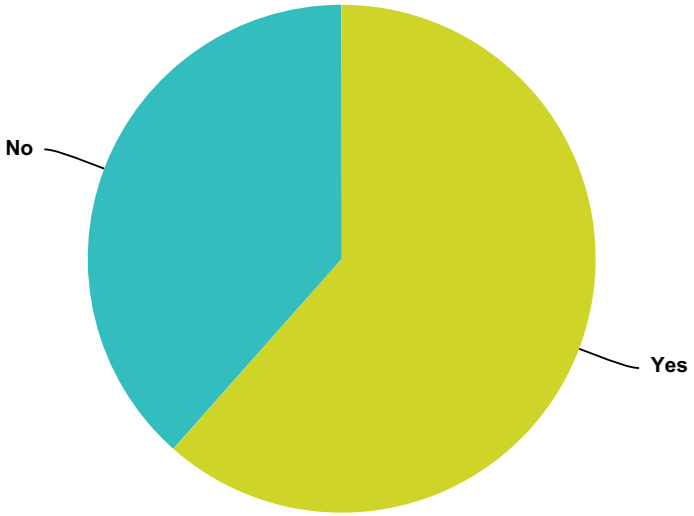
Answer Choices	Responses	
Excellent	**66.67%**	26
Satisfactory	**15.38%**	6
Needs Imporvement	**17.95%**	7
Total		**39**

#	If your answer was "needs improvement" please explain.	Date
1	We think there should be more customers, longer hours and less competitive products...the market needs lots of improvement.	12/20/2015 7:51 AM
2	The marketing that was promised by the Green Market Co-op was not delivered. Lack of management skills, and relationship skills with vendors with disrespect as if they were their employees.	12/20/2015 7:37 AM
3	they have to be constants with their rules, they should respect what other vendors sale and not put every month products that others vendors are selling like coffee , juices, smothers , breakfast sandwiches , etc	12/16/2015 8:04 AM
4	I believe I have addressed this. I ask that my comments be taken objectively and that it will not be used against me in any way. Working markets is what sustains my means currently.	12/8/2015 10:28 AM
5	1. Many vendors have been unhappy with various practices & their approach in resolving situations which has caused vendors to leave or be thrown out. This has negatively affected the market. 2. Their vendor choices for new vendors has hurt the market also---more prepared and low quality food when good high quality artisans are being turned away. High end Pinecrest customers are not as happy with the current vendor mix. 3. Lack of any promotion/advertising--even though fee is highest of all markets in South Florida. 4. Overall tone of market is not happy---the atmosphere has been gloomy from losing vendors, losing customers, the management style and a very high fee--this malaise has been noticed by the customers. Our understanding that change of management from Market Company was mostly due to fee issues BUT: Our fee has been HIGHER with the Green Market Our customers, sales are reduced by almost 50%	12/7/2015 2:45 PM

6	A Farmers market should be a fun nice community experience. Pinecrest Market is probably the most beautiful location in all South Florida it is a shame when management tries to run a simple business like some government bureaucracy and it never works. You need to keep things simple and polite towards your visitors, customers and vendors, Your vendors are not your enemy and people do not visit these markets for just one person the beauty of pinecrest market besides its location was the variety of vendors and products that existed and has you get rid of vendors because of your incompetence of managing your market the visitors and the customers soon disappear. I speak freely and honestly because I am very lucky I don't live off these markets. It was really a wonderful experience and an opportunity to expose my company products in the community I actually got customers that I continue to so business with that I met through the Pinecrest Market. Until this day how many people email us and actually ask other vendors that are currently there" Why aren't We there selling our Juice and citrus products?" I really don't know how the market is doing currently we haven't been there in some time but I hope that you don't let this market fall apart. You have a privileged great customers and great vendors and it could be even be better with the right management. Good Luck if you need anything from me. I am Juan Fiol from All American Citrus, Inc. my direct cell number is 786 277 7811.	12/6/2015 5:59 PM
7	Interaction with vendors	12/3/2015 7:43 PM
8	Gigi is the best. Smart, friendly, efficient, best I have ever seen.	12/3/2015 5:53 PM
9	Gigi and Susan manage the market great!!!! We are totally support and they are very kind and friendly with customers and Vendors. Very organized team.	12/3/2015 4:43 PM
10	GMCO has learned and grown the market back to its previous level, while improving the vendor mix- specifically recruiting more real farmers and actual producers to participate.	12/3/2015 3:28 PM

Q13 Do you use social media to advertise your participation in our farmers market

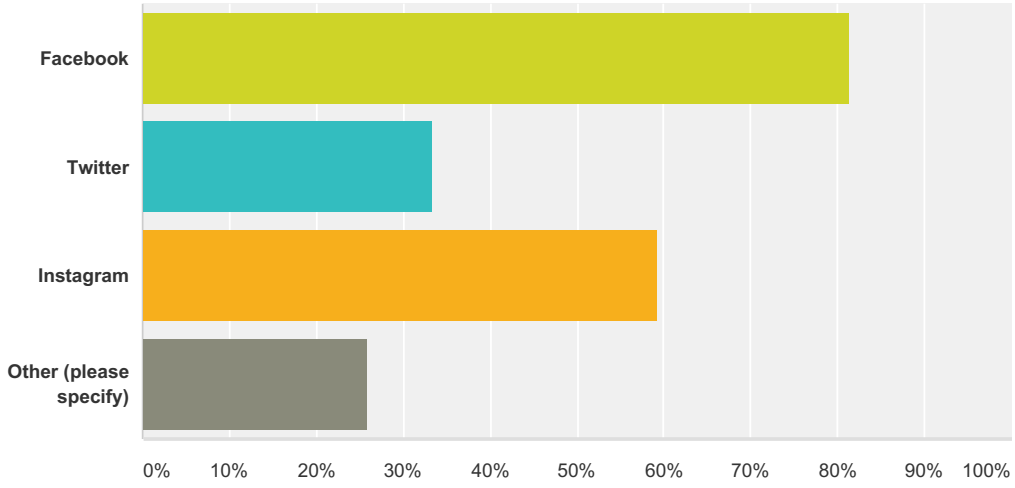
Answered: 39 Skipped: 2



Answer Choices	Responses	
Yes	61.54%	24
No	38.46%	15
Total		39

Q14 If yes please specify:

Answered: 27 Skipped: 14



Answer Choices	Responses	
Facebook	**81.48%**	22
Twitter	**33.33%**	9
Instagram	**59.26%**	16
Other (please specify)	**25.93%**	7
Total Respondents: 27		

#	Other (please specify)	Date
1	word of mouth	12/20/2015 7:37 AM
2	Email Blast/Web Site	12/7/2015 2:45 PM
3	Word of mouth	12/5/2015 8:25 AM
4	Our own website keez-beez.com	12/3/2015 9:44 PM
5	Company website	12/3/2015 5:54 PM
6	Posted on my Etsy store	12/3/2015 3:29 PM
7	weekly emails to 4700+ member database during growing season	12/3/2015 3:28 PM

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TAB 10

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

MEMORANDUM
Office of the Village Manager

DATE: February 10, 2016

TO: The Honorable Mayor and Members of Village Council

FROM: Yocelyn Galiano, ICMA-CM, Village Manager

RE: Lugo Traffic Circle and Spinnaker Sculpture

At the July 7, 2015 Village Council meeting, the Council deferred approving the existing traffic circle at Lugo Avenue and Red Road in order to provide the City of Coral Gables an opportunity to explore the possibility of placing sidewalks along the right-of-way for pedestrians and children on bikes, commuting to and from Coral Bay Park. The City has informed the Village that the neighborhood does not support the construction of a sidewalk or path, so this item will not be pursued at this time.

Attached to this memorandum is a letter from Coral Gables agreeing to other conditions that formed part of the Village Manager's recommendation at the July 2015 meeting, as well as the status of those items still pending approval from others:

- A crosswalk will be constructed west of the Lugo traffic circle to insure that a safe pedestrian crossing is provided;
- Sidewalk landings will be constructed on each side of the crosswalk; and
- Any modifications to the portion of the traffic circle encroaching on the Village right-of-way will require approval from the Village.
- The City of Coral Gables assumes all liability and proper maintenance of the existing traffic circle and improvements, at their cost.

As of the date of this memorandum, the following item is pending approval:

- The speed limit along Red Road be lowered to 20 mph, as currently exist within the Village limits along Red Road. *This item has received verbal approval from Miami-Dade*

County Public Works Department and is scheduled for consideration by Miami-Dade County Commission in the near future.

In addition, the City of Coral Gables and the Gables by the Sea/Pinecrest by the Sea Homeowner's Association have provided the Village drawings and plans of a sculpture they proposed to install within the Lugo Traffic Circle. The Spinnaker Sculpture is part of the Homeowner Association's "Art in the Circle" project. The sculpture has received approval from the City Commission (see attached Resolution 2015-157), and Coral Gables intends to have the sculpture installed within their city limits.

The sculpture was designed and donated by Artist, Luis Fernandez, locally known as Lugufelo. Attached are pictures and drawings of the proposed sculpture, as well as information on the Artist. Lugufelo recently had his art work displayed at Pinecrest Gardens.

<u>Attachments</u>

1. Letter of request from the City of Coral Gables
2. Email exchanges regarding the proposed sidewalk, north of the circle
3. Traffic circle illustrating the encroachment
4. Picture of the existing traffic circle at Red Road and Lugo Avenue
5. July 7, 2015 Excerpt of Minutes- Village Council meeting
6. Coral Gables Resolution No. 2015-157 accepting the donation of the sculpture
7. Sketch provided by Coral Gables illustrating the location of the sculpture's base
8. Pictures and drawing of the sculpture
9. Information on the Artist, Lugufelo

YG/mam

The City of Coral Gables

Public Works Department
2800 SW 72 Avenue
Miami, Florida 33155

February 2, 2016

Ms. Yocelyn Galiano Gomez
Village Manager
Village of Pinecrest
12645 Pinecrest Parkway
Pinecrest, Florida 33156

RE: Lugo Traffic Circle Conditions of Approval

Dear Ms. Galiano Gomez:

The City of Coral Gables (City) requested the traffic calming circle, constructed at the intersection of Lugo Road and Red Road, in The Village of Pinecrest's (Village) right-of-way, to remain on June 29, 2015. This letter serves to address the conditions of approval outlined in the memo dated June 30, 2015.

1. A crosswalk will be constructed on the west leg of Lugo Road to insure a safe pedestrian crossing at the circle;
2. Sidewalk landings will be constructed on each side of the crosswalk, until such time that it is determined whether a sidewalk (or path) may be constructed along the right-of-way towards the neighborhood park, north of the existing traffic circle;
3. The City of Coral Gables assume all liability and proper maintenance of the existing traffic circle and improvements, at the City's cost, and the City may assert any available defenses or statutory caps to liability available to the City of Coral Gables or the Village of Pinecrest;
4. Any further modifications to the portion of the existing traffic circle and existing improvements within the Village of Pinecrest, shall be approved by the Village;
5. The speed limit along Red Road will be lowered to 20 mph, as currently existing within the Village limits, pending Miami Dade County approval.

Additionally, the City is requesting the Village's consideration to install a sculpture in the existing circle. The sculpture installation is supported by the enclosed resolution.

We appreciate your consideration of allowing the traffic circle to remain and the installation of the sculpture. If you require further information, please contact me at 305-460-5618 or jkeller@coralgables.com.

Sincerely,

Jessica A. Keller
Assistant Public Works Director

Enc.
c: Cathy Swanson-Rivenbark, ICMA, City Manager
Glenn Kephart, P.E., Public Works Director
Yamilet Senespleda, P.E, City Engineer
Matt Anderson, LEED Green Associate, Sustainability Specialist

CITY OF CORAL GABLES, FLORIDA

RESOLUTION NO. 2015-157

A RESOLUTION AUTHORIZING ACCEPTANCE OF A DONATION OF A DESIGN FOR A SCULPTURE BY ARTIST LUIS FERNANDEZ, LOCALLY KNOWN AS LUGUFELO, AT THE TRAFFIC CIRCLE AT RED ROAD AND LUGO AVENUE; THAT THE WORK BE FULLY FUNDED BY THE RESIDENTS OF GABLES BY THE SEA, INCLUDING MAINTENANCE; THAT THE PREFERRED COLOR BE ORANGE OR RED; AND THAT THE BASE BE SUBMERGED INTO THE LANDSCAPE.

WHEREAS, Luis Fernandez, locally known as Lugufelo, (the "Artist") has generously offered to donate a design and his fabricator is willing to donate services; and

WHEREAS, a recommendation to accept the donation was approved by the Arts Advisory Panel on March 17, 2015; and by the Cultural Development Board on April 22, 2015; and

WHEREAS, a recommendation to accept the proposal by the Gables by the Sea residents to place the sculpture at the entry of Red Road and Lugo Avenue; and that the work be fully funded by the residents including maintenance; and that the preferred color be orange or red; and that the base be submerged into the landscape was approved by the Arts Advisory Panel on March 17, 2015; and by the Cultural Development Board on April 22, 2015; and

WHEREAS, it is subject to Miami Dade County approval;

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

SECTION 1. That the foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon the adoption hereof.

SECTION 2. That the City Commission does hereby authorize accepting the Artist donation.

SECTION 3. That this resolution shall become effective immediately upon the date of its passage and adoption herein.

PASSED AND ADOPTED THIS TWENTY-FIFTH DAY OF AUGUST, A.D., 2015.
(Moved: Quesada / Seconded: Lago)
(Yeas: Quesada, Slesnick, Kerdyk, Lago, Cason)
(Unanimous: 5-0 Vote)
(Agenda Item: C-1)

APPROVED:

JIM CASON
MAYOR

ATTEST:

WALTER J. FOEMAN
CITY CLERK

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

CRAIG E. LEEN
CITY ATTORNEY

Maria Alberro Menendez (OVM)

From: Keller, Jessica <jkeller@coralgables.com>
Sent: Tuesday, February 02, 2016 2:37 PM
To: Maria Alberro Menendez (OVM); Yocelyn Galiano (OVM)
Cc: Kephart, Glenn; Mark Spanioli (PW); jeffries.julie@gmail.com; Swanson-Rivenbark, Cathy
Subject: RE: Traffic Circle and proposed Sculpture on the Traffic Circle
Attachments: img-202134934-0001.pdf

Good afternoon-

Please find attached, the requested letter and resolution supporting the sculpture installation.

As previously discussed, the neighborhoods did not support the construction of sidewalks north of the traffic circle so we will not be proceeding with that effort at this point in time. Regarding construction of a path along the perimeter of the preserve, we will investigate the feasibility of this project.

We will place the item "**A resolution of the City of Coral Gables to assume all liability, proper maintenance and improvements, of the existing traffic circle, located at the intersection of Lugo Road and Red Road, at the City's cost**" on our next City agenda.

I think we have addressed all of the issues that have been brought to our attention. Give me a call if you have any questions – happy to help and bring closure to this issue!

Jessica A. Keller **Assistant Public Works Director**
Transportation, Sustainability & Sanitation Division
2800 S.W. 72nd Avenue
Miami, FL 33155
T: 3054605618 C: 3057330122

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From: Maria Alberro Menendez (OVM) [mailto:mmenendez@pinecrest-fl.gov]
Sent: Tuesday, January 12, 2016 12:25 PM
To: Keller, Jessica
Cc: Kephart, Glenn; Mark Spanioli (PW); jeffries.julie@gmail.com
Subject: RE: Traffic Circle and proposed Sculpture on the Traffic Circle

Need to add- The City of Coral Gables will incur the liability and indemnify the Village for any matter regarding the traffic circle and sculpture. Provide a recap of discussions with the Homeowner Association regarding the sidewalk heading north to the park and south, including the preservation area, and finally, information on the sculpture request on the traffic circle along with the legislative action taken by the City of Coral Gables in this regard, which I would think mentions who is responsible for the maintenance sculpture.

In order to address any questions that may be raised concerning the traffic circle and/or the sculpture, a Coral Gables representative (able to answer questions) will need to be present at the February 16 meeting when this matter will be considered.

Maria Alberro Menendez, ICMA-CM
Assistant Village Manager

Office of the Village Manager
Village of Pinecrest
12645 Pinecrest Parkway
Pinecrest, Florida 33156
T: 305.234.2121 F: 305.234.2131
Email: mmenendez@pinecrest-fl.gov

pinecrest-fl.gov

From: Keller, Jessica [mailto:jkeller@coralgables.com]
Sent: Tuesday, January 12, 2016 12:07 PM
To: Maria Alberro Menendez (OVM)
Cc: Kephart, Glenn; Mark Spanioli (PW); jeffries.julie@gmail.com
Subject: RE: Traffic Circle and proposed Sculpture on the Traffic Circle

Maria-

Based on previous discussions and based on the Village's Condition of approval letter forwarded to my office:

You would like a letter noting the following:

1. The City of Coral Gables will construct a crosswalk and landing at the circle, pending approval by Miami Dade County;
2. The City will continue to maintain the Circle;
3. The City will notify the Village of any proposed improvements to the circle and request approval, as required;
4. The City has been actively pursuing, along with the Village of Pinecrest a 20 mph speed limit and submitted supporting documentation to warrant the reduction from 30 mph. Miami Dade County has indicated they will provide approval sometime in February.

You would like the City of Coral Gables to present this information personally to the Commission and not through the Village Manager's office. Our letter and update will note the information above. Please confirm.

Jessica A. Keller Assistant Public Works Director
Transportation, Sustainability & Sanitation Division
2800 S.W. 72nd Avenue
Miami, FL 33155
T: 3054605618 C: 3057330122

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From: Maria Alberro Menendez (OVM) [mailto:mmenendez@pinecrest-fl.gov]
Sent: Tuesday, January 12, 2016 11:53 AM

To: Keller, Jessica
Cc: Kephart, Glenn; Mark Spanioli (PW); jeffries.julie@gmail.com
Subject: RE: Traffic Circle and proposed Sculpture on the Traffic Circle

Based on the email you just copied this office on, I don't think you understood the email below that was sent to you yesterday.
The 20mph issue is not holding up the matter, this is a condition of approval. What is holding up this matter is that to date the Village has not received a letter of request or information regarding the conditions of approval for the traffic circle discussed at the June 2015 meeting, the field meetings we have had at the location, and the information requested on the sculpture. The Village needs the information in order to present the matter for consideration by our Village Council.
Call me if you are not clear.

Maria Alberro Menendez, ICMA-CM
Assistant Village Manager

Office of the Village Manager
Village of Pinecrest
12645 Pinecrest Parkway
Pinecrest, Florida 33156
T: 305.234.2121 F: 305.234.2131
Email: mmenendez@pinecrest-fl.gov

pinecrest-fl.gov

From: Keller, Jessica [mailto:jkeller@coralgables.com]
Sent: Monday, January 11, 2016 10:48 AM
To: Maria Alberro Menendez (OVM)
Cc: Kephart, Glenn; Mark Spanioli (PW)
Subject: RE: Traffic Circle and proposed Sculpture on the Traffic Circle

Just checking ☺

Jessica A. Keller – Assistant Public Works Director
Transportation, Sustainability & Sanitation Division
2800 S.W. 72nd Avenue
Miami, FL 33155
T: 3054605618 C: 3057330122

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From: Maria Alberro Menendez (OVM) [mailto:mmenendez@pinecrest-fl.gov]
Sent: Monday, January 11, 2016 10:29 AM
To: Keller, Jessica
Cc: Kephart, Glenn; Mark Spanioli (PW)
Subject: Traffic Circle and proposed Sculpture on the Traffic Circle

Hi Jessica,
As you know, the City of Coral Gables is required to get a Village of Pinecrest public works permit for the existing traffic circle on Lugo Avenue and Red Road (a portion of the circle is on Village right-of-way). We were hoping to have both the

traffic circle and the sculpture presented at our next Council meeting scheduled for tomorrow night, however, the letter of request along with the requested information has not been submitted to the Village. As you know, the approval for the traffic circle is subject to conditions that were discussed at the June 2014 Village Council meeting. The next Council meeting is scheduled for February 16th, 2016, so please provide the Village a letter of request for both the existing traffic circle and proposed sculpture, along with any legislative action taken by the City of Coral Gables in both regards, the final plans for the proposed sculpture, and the status of the conditions set forth by the Village for approving the circle, which includes, but is not limited to reducing the speed limit along Red Road to 20mph.

Maria Alberro Menendez, ICMA-CM
Assistant Village Manager

Office of the Village Manager
Village of Pinecrest
12645 Pinecrest Parkway
Pinecrest, Florida 33156
T: 305.234.2121 F: 305.234.2131
Email: mmenendez@pinecrest-fl.gov

pinecrest-fl.gov

From: Keller, Jessica [mailto:jkeller@coralgables.com]
Sent: Monday, January 11, 2016 9:37 AM
To: Maria Alberro Menendez (OVM); Mark Spanioli (PW)
Cc: Kephart, Glenn
Subject: RE: 20 mph Gables by the Sea

Hi Maria-

I just wanted to let you know that we are still targeting the residents' requests to have this sculpture ready for Valentine's Day, on our end. Previously, I understood that Pinecrest would not approve until the speed limit is approved by the County. Is that still the position?

Jessica A. Keller **Assistant Public Works Director**
Transportation, Sustainability & Sanitation Division
2800 S.W. 72nd Avenue
Miami, FL 33155
T: 3054605618 C: 3057330122

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From: Keller, Jessica
Sent: Thursday, January 07, 2016 4:30 PM
To: mmenendez@pinecrest-fl.gov; mspanioli@pinecrest-fl.gov
Subject: 20 mph Gables by the Sea

Hi Maria and Mark-

We met with the County today and they will be providing final approval in February after the final department merger.

Jessica A. Keller | **Assistant Public Works Director**
Transportation, Sustainability & Sanitation Division
2800 S.W. 72nd Avenue
Miami, FL 33155
T: 3054605618 C: 3057330122

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TRAFFIC CIRCLE AT INTERSECTION OF RED ROAD AND LUGO AVE.

DEPARTMENT OF PUBLIC WORKS
BUREAU OF ENGINEERING

INTERSECTION OF
LUGO AVENUE & RED ROAD
SIGNING AND PAVEMENT
MARKING (TYPICAL)

TRAFFIC CIRCLE
PAVEMENT
MARKING (TYPICAL)

NO.	DATE	REVISION	BY

DEPUTY DIRECTOR
BUREAU OF ENGINEERING

CONSULTANT

DRAWN	DESIGNED	CHECKED	APPR.

SCALE	DATE
1"=20'	01-23-2014
20 30 40	SHEET NO.
	1 OF 1

FILE NO.

The following item was withdrawn from the consent agenda by the vice mayor and considered separately by the Council:

Minutes of June 9, 2015 (Regular)

Vice Mayor Ross offered corrections to Page 5 of the minutes.

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

The following item was withdrawn from the consent agenda by the vice mayor and considered separately by the Council:

A RESOLUTION OF THE VILLAGE OF PINECREST, FLORIDA, APPROVING THE EXISTING LUGO AVENUE TRAFFIC CIRCLE IMPROVEMENTS IN THE VILLAGE'S RIGHT-OF-WAY CONSTRUCTED BY THE CITY OF CORAL GABLES; PROVIDING FOR AN EFFECTIVE DATE.

Vice Mayor Ross proposed that pedestrian access be included as a condition of approval.

Jean Pollock, 5854 Southwest 131 Terrace, and Ken Pollock, 5854 Southwest 131 Terrace, addressed the Council.

Glen Kephart, Public Works Director of the City of Coral Gables, also addressed the Council.

The matter was deferred to a future meeting.

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

V. SPECIAL PRESENTATIONS: Kathy O'Leary Richards and Bill O'Leary, of O'Leary Richards Design Associates, Inc., the Village's consultant, made a presentation regarding the Kendall Drive Beautification Project.

CITY OF CORAL GABLES, FLORIDA

RESOLUTION NO. 2015-157

A RESOLUTION AUTHORIZING ACCEPTANCE OF A DONATION OF A DESIGN FOR A SCULPTURE BY ARTIST LUIS FERNANDEZ, LOCALLY KNOWN AS LUGUFELO, AT THE TRAFFIC CIRCLE AT RED ROAD AND LUGO AVENUE; THAT THE WORK BE FULLY FUNDED BY THE RESIDENTS OF GABLES BY THE SEA, INCLUDING MAINTENANCE; THAT THE PREFERRED COLOR BE ORANGE OR RED; AND THAT THE BASE BE SUBMERGED INTO THE LANDSCAPE.

WHEREAS, Luis Fernandez, locally known as Lugufelo, (the "Artist") has generously offered to donate a design and his fabricator is willing to donate services; and

WHEREAS, a recommendation to accept the donation was approved by the Arts Advisory Panel on March 17, 2015; and by the Cultural Development Board on April 22, 2015; and

WHEREAS, a recommendation to accept the proposal by the Gables by the Sea residents to place the sculpture at the entry of Red Road and Lugo Avenue; and that the work be fully funded by the residents including maintenance; and that the preferred color be orange or red; and that the base be submerged into the landscape was approved by the Arts Advisory Panel on March 17, 2015; and by the Cultural Development Board on April 22, 2015; and

WHEREAS, it is subject to Miami Dade County approval;

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

SECTION 1. That the foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon the adoption hereof.

SECTION 2. That the City Commission does hereby authorize accepting the Artist donation.

SECTION 3. That this resolution shall become effective immediately upon the date of its passage and adoption herein.

PASSED AND ADOPTED THIS TWENTY-FIFTH DAY OF AUGUST, A.D., 2015.
(Moved: Quesada / Seconded: Lago)
(Yeas: Quesada, Slesnick, Kerdyk, Lago, Cason)
(Unanimous: 5-0 Vote)
(Agenda Item: C-1)

APPROVED:

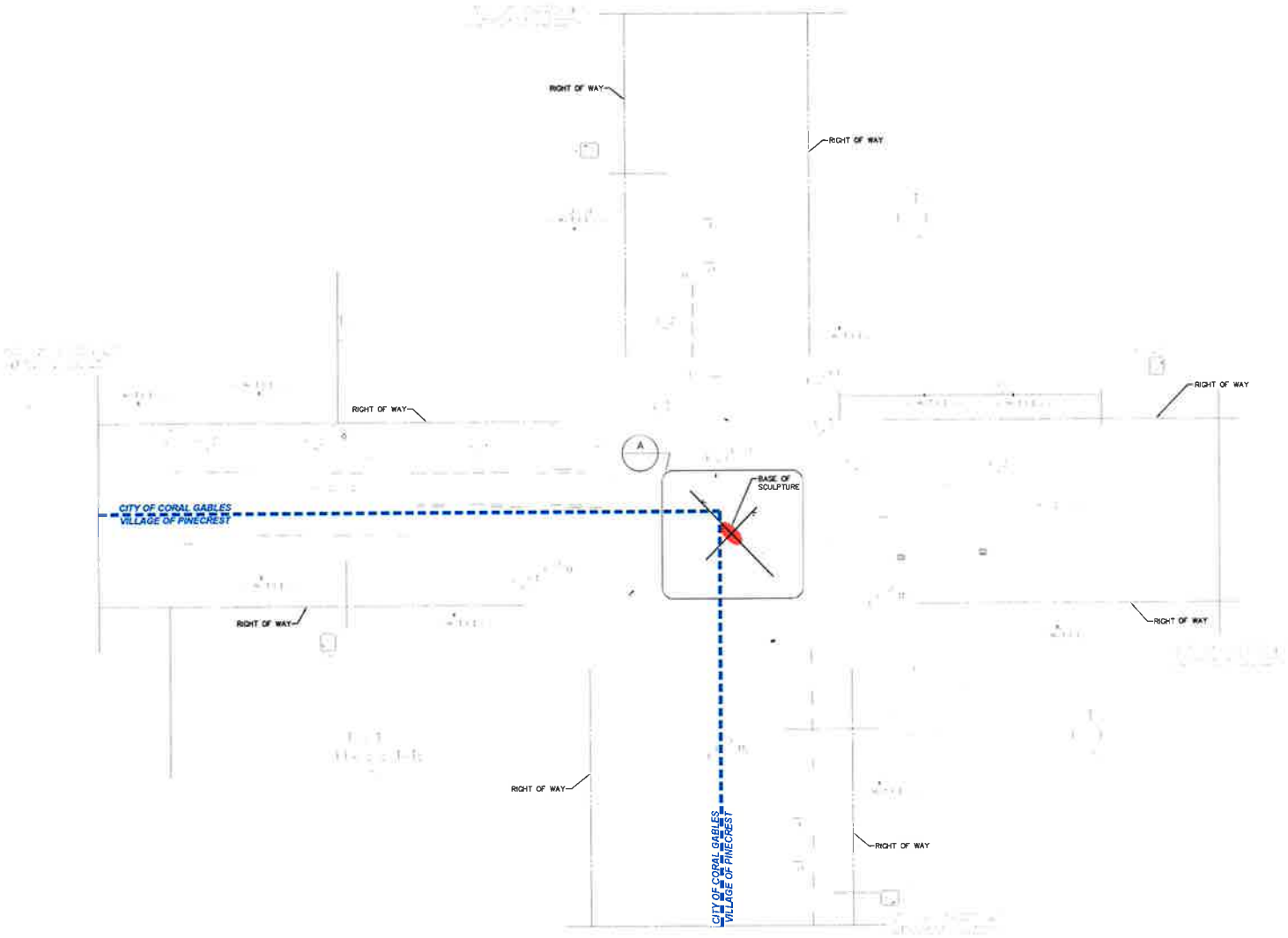
JIM CASON
MAYOR

ATTEST:

WALTER J. FOEMAN
CITY CLERK

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

CRAIG E. LEEN
CITY ATTORNEY


RIGHT OF WAY
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BASE OF SCULPTURE
CITY OF CORAL GABLES
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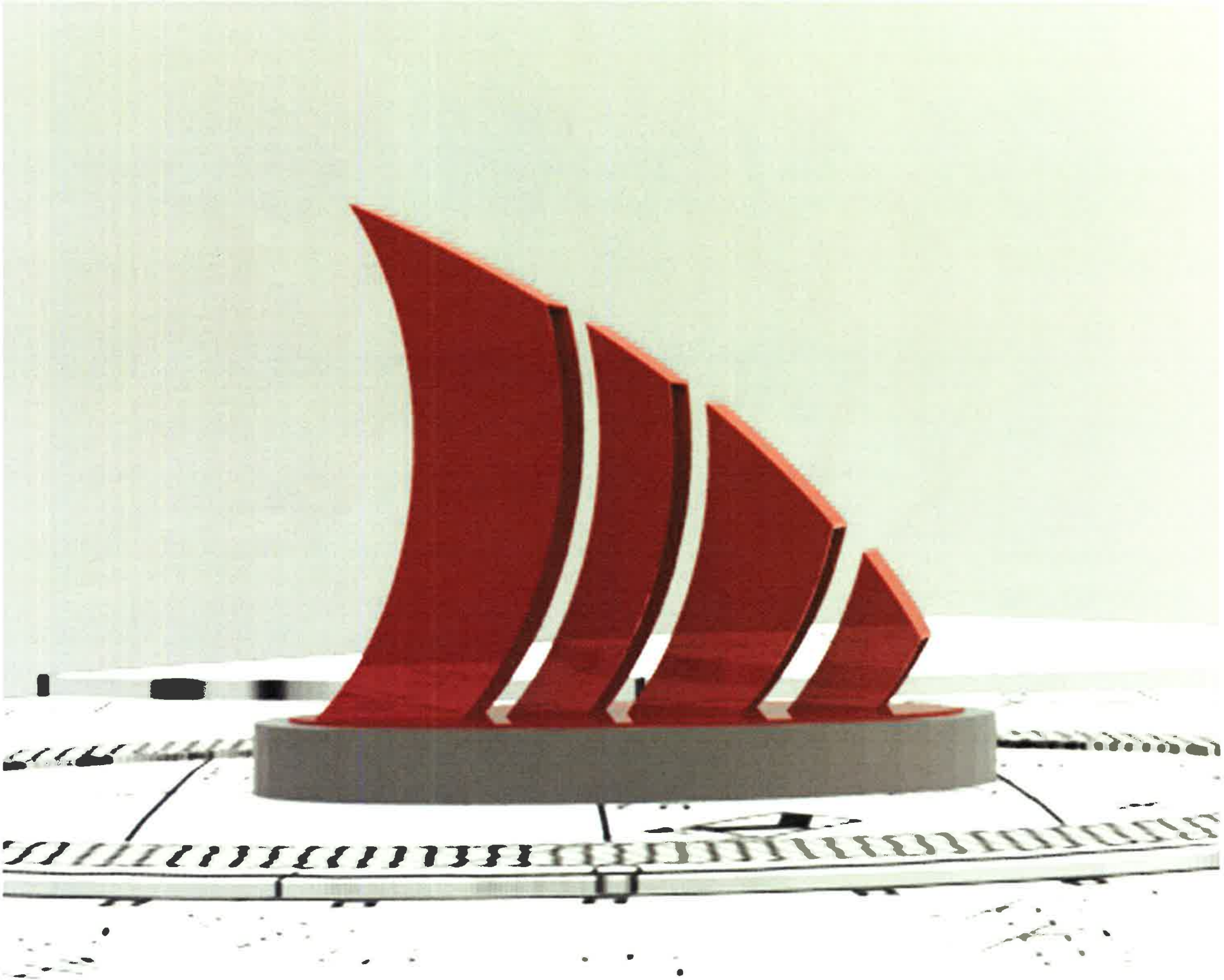

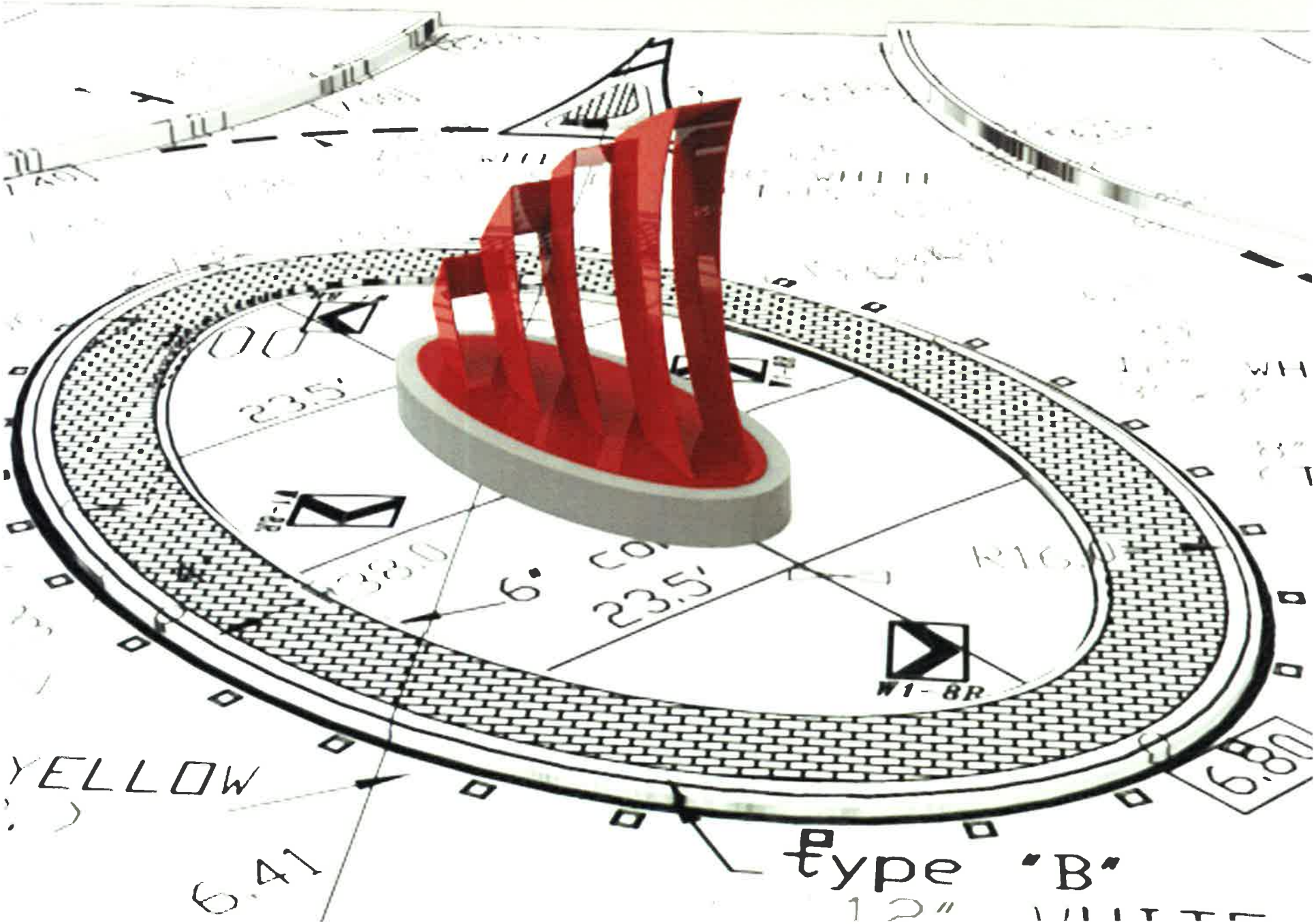
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23.5'
W1-8R
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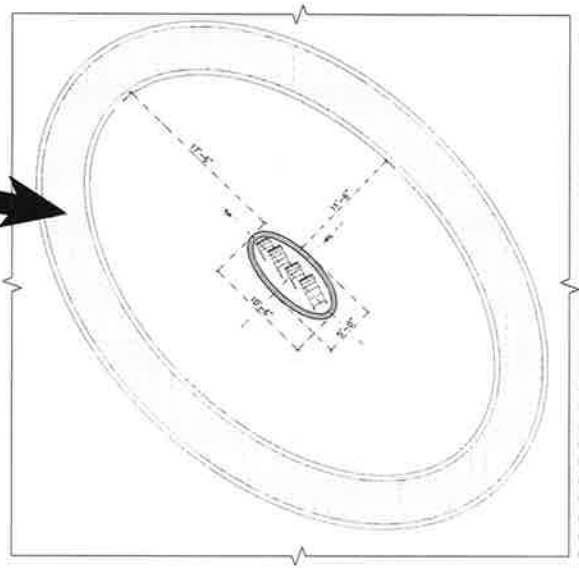
type "B"

SITE PLAN
SCALE : 1/32" = 1'-0"

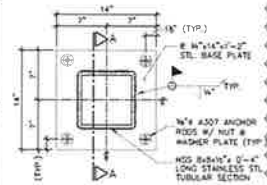


DETAIL (A)
SCALE : 3/16" = 1'-0"

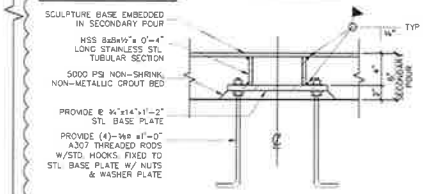
NOTE:
CONTRACTOR SHALL FIELD VERIFY ALIGNMENT AND DIMENSIONS OF EXISTING SCULPTURE ALUM. FRAMING, TO PROPERLY FIT STRAIGHT AND BENT PLATES INTO BASE PLATE ASSEMBLY.

WELDING NOTE:
PROVIDE TYP. T BIMETALLIC TRANSITION JOINTS TO WELD ALUMINUM MEMBERS TO STAINLESS STEEL TUBULAR SECTION (TYP.)

WELDS SHALL BE INSPECTED, TESTED & CERTIFIED BY A TESTING LABORATORY.

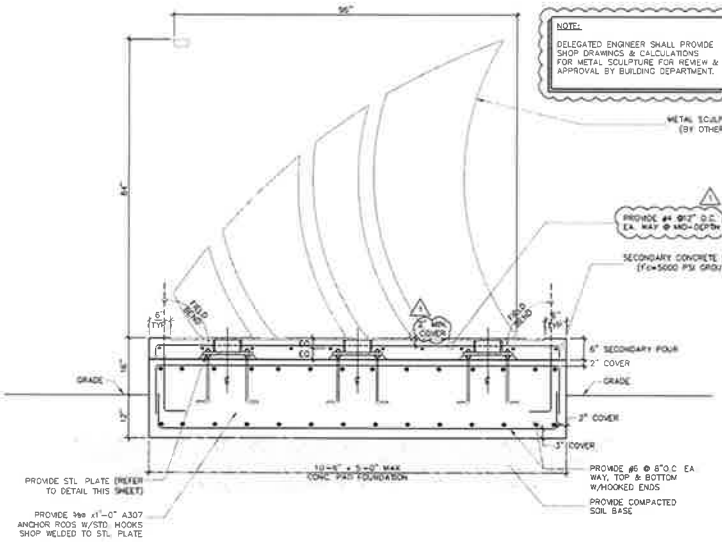


BASE PLATE 'A'

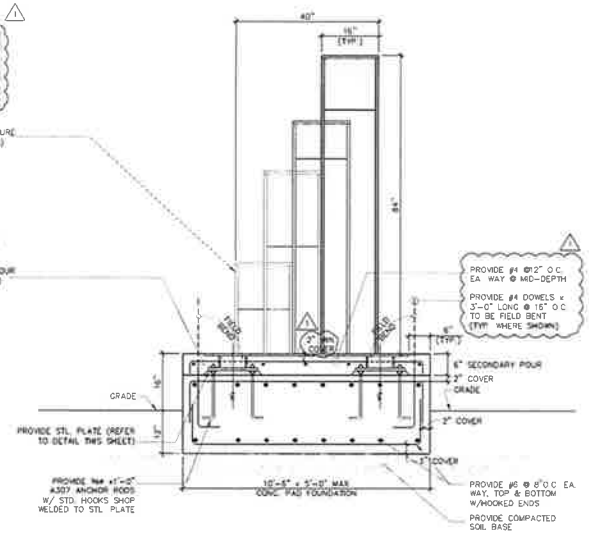


STL. BASE PLATE DETAIL (B)
SCALE : 3/16" = 1'-0"

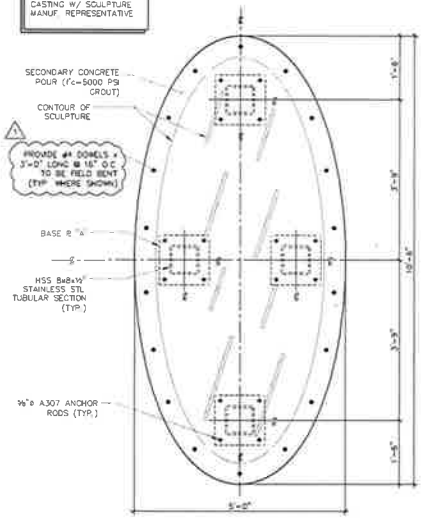
NOTE:
FOR PROPER ALIGNMENT, ALL DIMENSIONS TO BE VERIFIED BY CONTRACTOR PRIOR TO CONCRETE CASTING W/ SCULPTURE MANUF. REPRESENTATIVE



SIDE ELEVATION
SCALE : 3/4" = 1'-0"



FRONT ELEVATION
SCALE : 3/4" = 1'-0"



PLAN VIEW
SCALE : 3/4" = 1'-0"

TO THE BEST OF MY KNOWLEDGE, THESE PLANS CONFORM TO THE FLORIDA BUILDING CODE AND ITS ADDITIONS AND REVISIONS, INCLUDING SECTIONS PERTAINING TO N.V.W.Z.

ENGINEER OF RECORD MUST CERTIFY PLANS AS COMPLIANT WITH FBC 2010 (OR LATEST EDITION) WHEN TO A BUILDING IS CLASSIFIED AS A HIGH VELOCITY HURRICANE ZONE, SITE PLAN APPROVAL IS NOT GRANTED UNTIL THE ENGINEER OF RECORD PROVIDES WRITTEN CERTIFICATION THAT THE PLANS HAVE BEEN REVIEWED FOR COMPLIANCE WITH 2010 FBC

ROGELIO ROSWELL, P.E.
FL. P.E. #60735
Date signature and seal required on all plans and documents

Date of Florida P.E. Registration by NCEE Cert. Cert. Registration No. 37354

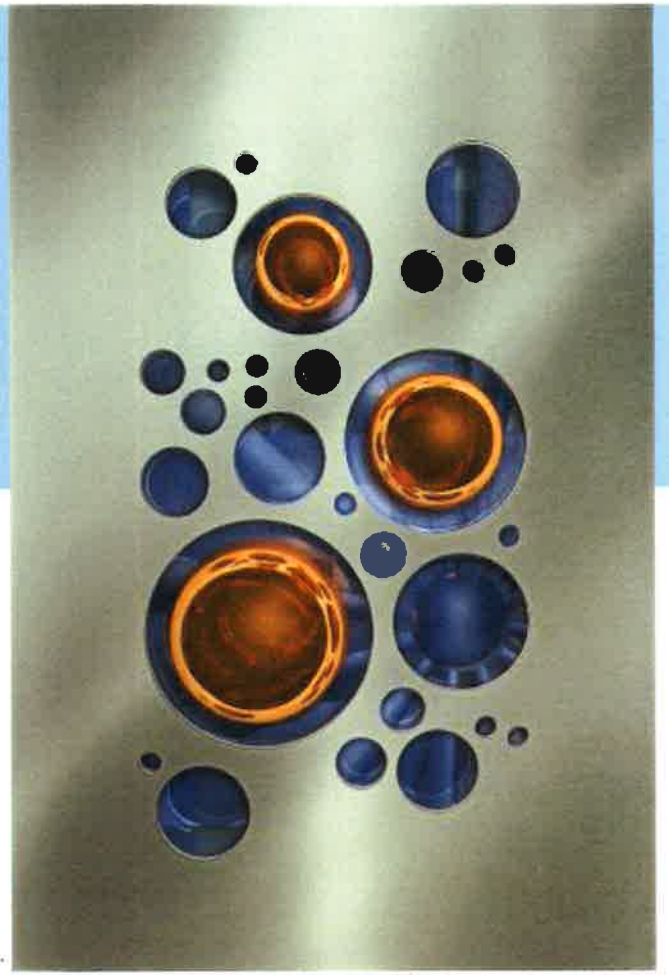
ENGINEER OF RECORD HEREBY EXPRESSLY PROHIBITS ANY REPRODUCTION OF THE DESIGN AND DRAWINGS, IN WHOLE OR IN PART, WITHOUT WRITTEN PERMISSION AND CONSENT OF ROSWELL FERGUSSON ENGINEERING, INC.

SPINNAKER SCULPTURE AT GABLES BY THE SEA
TRAFFIC INTERSECTION OF LUGO AVENUE & RED ROAD
CORAL GABLES, FLORIDA 33156

REVISIONS:
1 BLDG. DEPT. COMMENTS 01-19-16

DATE OF ISSUE	9/30/15
DRAWN BY	J.J.
CHECKED BY	A.R.
SCALE	AS SHOWN
DRAWING NO	S-1

- Miami-based for over 20 years
- Work in Mexico, Venezuela, Norway, Spain and USA
- Official dedication of February 28 "lugufelo Day" by City of Doral, FL
- People's Choice Award, Douglas County Art Encounters. "The Eye", Castle Rock, CO 2013
- Florida Association of Public Art Professionals member
- "Feature Artist" for City of Coral Gables Art Walk, 2015



lugufelo

Metal art by Miami-based international artist, lugufelo

What people are saying

- "Especially significant to Lugufelo's monumental site-specific public sculptures, for which he is particularly renowned, this quality of uncertainty about whether it is heavy or light challenges the senses. Sometimes the works are purely abstract based on the simple construction of linear elements made bold as solid objects like beams or trusses, others are more referential to forms suggestive of the human body and its parts, and to nature itself. " – *Carol Damian, Renowned Art Critic and former Director of Frost Museum, FIU*

- "lugufelo's art is unique and energizing, but what lead us to naming February 28 as "lugufelo Day" in Doral, Florida, is this artist's passion and dedication to sharing his vision with the public. Working with lugufelo is a true pleasure, and seeing his amazing art placed has brought a new life to our community." - *Luigi Boria / Mayor / City of Doral*

- "lugufelo 's collaboration, patience and creative leadership have been key to getting his piece placed in the entrance to our Coral Gables, Florida neighborhood.
  While the approval and permitting process has not been a simple endeavor, lugufelo has patiently provided, redesigned, altered and resubmitted drawings and information as required by the city. He has worked easily with members of the city's art committee, our neighbors, engineers and contractors. I fully support lugufelo 's public art efforts and believe that he will be a welcome addition to any team."- *Nancy Sanabria / Vice President Gables by the Sea HOA*

- "I have worked closely with lugufelo for over 15 years. In addition to producing all of lugufelo's metal artwork in my shop, he also serves as my primary artistic consultant on all large-scale integrated art projects that come through my business. lugufelo 's vision, work ethic and creativity in developing unique pieces is unlike any other that I have known. It is a true pleasure to interact with lugufelo on all levels." - *Manuel Vigil / President / MWL Engineering Corp.*

Selected works

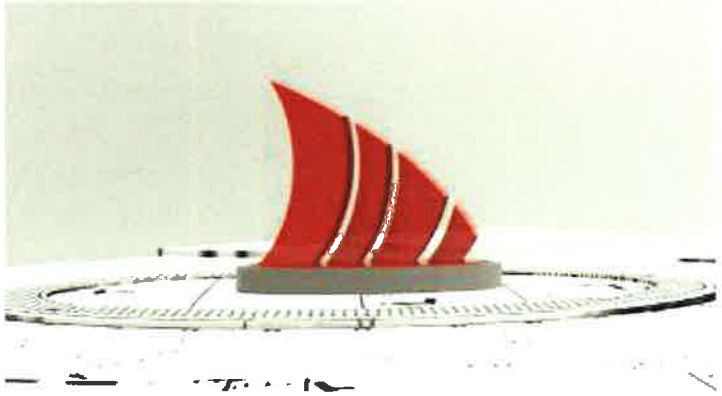
- Stand Butterfly (Hampton Inn and Suites, Coconut Creek, FL) is an engineering masterpiece, a delicate balance of massive proportions. The piece is top heavy and offset, but yet balances perfectly on its base without any additional support.

- Torso (Pinecrest Gardents, Pinecrest, FL) represents strength, wisdom and courage. The sculpture is the result of 3 years of study of anatomy and abstract forms which make up the human body. There are six sculptures in this series, called "First Sons and Daughters".

Selected Works

- Champion (American Top Team HQ, Coconut Creek, FL) was commissioned by the owners of American Top Team to symbolize the character of those with fit bodies and minds and to provide a clear identity to the new headquarters facility.

- Spinnaker (Red Rd/Lugo Ave Traffic Circle, Gables by the Sea neighborhood, Coral Gables, FL) was commissioned to create an identity for this affluent south Florida neighborhood. The scaled-model of Spinnaker was exhibited at Coral Gables Museum and the honor of "Feature Artist" was bestowed upon Iugufelo in honor of his work in and dedication to the local arts community.



Talk to us!

- We'd love to answer any further questions or discuss additional opportunities to bring art to the Village of Pinecrest!
- Artist: lugufelo 786-356-6143 or art@lugufelo.com
- Manager: Julie Jeffries 305-761-9310 or jeffries.julie@gmail.com

lugufelo
8540 SW 87th Ave. Miami Fl 33173
(786) 356-6143 - art@lugufelo.com
www.lugufelo.com

Summary

Veteran public sculptural artist, lugufelo, is dedicated to creating environmentally friendly, multi-faceted public art, which questions the fragility and instability of our seemingly certain reality. Unique in style, curators discuss his monumental sculptures as being created under "a scientific paradigm of optical geometrics." A long-time friend of the famous Jesus Soto, lugufelo refined his approach to kinetic sculpture through study under the great master.

Exhibitions and Installations

Coral Gables, FL. Permanent Public Installation: "*Spinnaker*". Lugo Rd roundabout, Gables by the Sea. 8' x 10' x 3' aluminum sculpture. — 2015

Coconut Creek, FL. Permanent Public Installation: "*The Champion*". American Top Team Headquarters. 12' x 5' x 3'. — 2015

Pinecrest, FL. Temporary Public Exhibition: "*The Torso*". Pinecrest Gardens' Artist Series: principal exhibitor. 10' x 10' x 3' aluminum sculpture. — 2015-2016

Miami, FL. Permanent Public Installation. "*Sunny Ring*". Miami Convention Center/James L. Knight Center. 10' x 10' x 15' aluminum sculpture. — 2014

Northglenn, CO. Permanent Public Installation: "*The Eye*". Northglenn Art on Parade, Douglass County Art Encounters. 10' x 8' x 4' aluminum sculpture. — 2014

Miami, FL. Temporary Public Exhibition: "*Red Petals*". Curator's Voice Art Projects, NW 25th St Exhibit. 6' x 40" x 6" aluminum sculpture. — 2014

Doral, FL. Temporary Public Exhibition: "*SOS Venezuela*". Atrium Office Park/Art in Public Places series. Small-scale aluminum and computer animation wall art. — 2014

Coconut Creek, FL. Permanent Public Installation: "*Butterfly*". Hampton Inn & Suites. 14' x 6' x 6' aluminum sculpture — 2014

City of Doral, FL. Temporary Public Exhibition: "*The Torso*". Public art celebrating the initiation of the new arts district. 10' x 10' x 3' aluminum sculpture. — 2013-2015

Castle Rock, CO. Temporary Public Exhibition: "*The Eye*". Art Encounters Program. 10' x 8' x 4' aluminum sculpture. — 2013-2014

Miami, FL. Temporary Public Exhibition: "*Stand Butterfly*". Miami River Art Fair. 8' x 8' x 7' aluminum sculpture. — 2013, 2014

lugufelo
8540 SW 87th Ave, Miami Fl 33173
(786) 356-6143 - art@lugufelo.com
www.lugufelo.com

Northglenn, CO. Temporary Public Exhibition. *"Loaded Stone"* 2013
Douglass County Art Encounters Program. 10' x 8' x 8' aluminum sculpture.

Kendall, FL. Permanent Public Installation: *"Stand Butterfly"*. Art in the Street Display. 8' x 8' x 7' aluminum sculpture. 2013

Miami, FL. Temporary Public Exhibition: *"Dream Catchers"*. Datran Center. Display of 10 maquettes. January/February 2012

Miami, FL. Temporary Public Exhibition: *"Geometric Fragments"*. Datran Center. Small-scale aluminum art maquettes. July 2012

Madrid, Spain. Temporary Public Exhibition: *"Concepts"*. Academia de Arte El Enclave. Maquettes and concepts of large-scale aluminum art. 2011

Coral Gables, FL. Permanent Public Installation: *"The Wave Wall"*. International Studies Preparatory Academy. Lobby wall aluminum sculpture. 3.5' x 5' x 4". 2010

2014 Sample Gallery Exhibitions

Miami, FL. *"Beautified Objects"* Curator's Voice Art Projects, Wynwood Arts District. Aluminum and computer animation art.

Miami, FL. *"Abstract Anthropomorphic"*. Curator's Voice Art Projects, Wynwood Arts District. Aluminum maquettes.

Miami, FL. International Biennale Artists Show, NINA Torres Fine Art. Aluminum wall art.

Awards and Associations

Americans for the Arts, Member 2015

Florida Association of Public Art Professionals (FAPAP) 2011-2015

Appreciation and Achievement Award. Hispanic Heritage Art Exhibit. City of Doral, FL. 2014

1st Place, Sculpture. Artists and Arts Juried Show. Wynwood Arts District. Miami, FL 2014

Official dedication of February 25 *"lugufelo Day"* by City of Doral, FL. 2013

People's Choice Award, Douglas County Art Encounters. *"The Eye"*, Castle Rock, CO. 2013

TAB 11

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Guido H. Inguanzo, Jr., CMC
Village Clerk
clerk@pinecrest-fl.gov

MEMORANDUM
Office of the Village Clerk

DATE: February 10, 2016

TO: Honorable Mayor and Members of the Village Council

FROM: Guido H. Inguanzo, Jr., CMC, Village Clerk

RE: Pinecrest20 Celebration

On Saturday, March 12, 2016, the Village of Pinecrest will commemorate the 20th anniversary of the municipality's incorporation with a parade and community picnic.

The parade begins at 10:00 a.m. The parade route will be along Southwest 124th Street from 74th Avenue to 82nd Avenue. The parade will feature entertainment and floats by local schools, businesses, community groups, and scouts troops.

Following the parade, a community picnic will be held at Evelyn Greer Park. The Village will provide hot dogs, hamburgers and drinks to picnic attendees. There will also be music and activities for children. Parking will be available at Miami Palmetto Senior High School (120th Street side) and Suniland Park with free shuttle service to and from the park.

Approximately $40,000 in sponsorships has been pledged in addition to the $40,000 appropriated by the Village Council in the current year's budget. We are especially grateful to the platinum, gold and silver sponsors including Kendall Toyota and Lexus of Kendall, The Corradino Group, Weiss Serota Helfman Cole & Bierman, GC3 Development, Panter, Panter & Sampedro, P.A., Jackson Health System, Baptist Health South Florida, Eurohabitat, Alexander Montessori School, and EWM Realty International.

Special thanks to founding councilmember Leslie Bowe. He has been essential to securing most of the sponsorships and has been a tremendous asset with regards to planning the event. The Village staff, primarily the Parks and Recreation Department, has also been working hard to create a memorable event.

We are posting information about the event, as it becomes available, at www.pinecrest20.com and on our social media sites. We are also promoting everything "Pinecrest20" with the #pinecrest20.

20th ANNIVERSARY

1996 ~ 2016

PINECREST

VILLAGE OF PINECREST

2016th ANNIVERSARY

TAB 12

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VILLAGE OF PINECREST

Committee Action Form

COMMITTEE: Pinecrest Gardens Advisory Committee

MEETING DATE: 01/19/2016

MEMBERS PRESENT:

Ceil Fitts
Julianne Jeffries
Ken Kurtz
Suzanne Levitt
Suzanne Roberts
Pat Vandenberg

OFFICIAL ACTION (ATTACH DOCUMENTATION IF NECESSARY):

1. Minutes from the previous meeting were reviewed and approved.
2. Chair and Alternate Chair were nominated and each confirmed by unanimous vote. The Committee Chair is Suzanne Levitt and the Alternate Chair is Suzanne Roberts.
3. Copies of Resolution No. 2012-81 (A resolution of the Village of Pinecrest, adopting a donation/memorial policy for Pinecrest Gardens) were once again distributed for review and discussion. The Advisory Committee reviewed and discussed the Village's current policy, memorial/donation options both at the Gardens and at Village venues outside the Gardens and policies at other botanical gardens. During the next two weeks the committee will review and suggest revisions through e-mail with each other and on February 1, there will be a special meeting to fine-tune the verbiage and draft a proposed recommendation to Council.
3. Will select a date to have a botanical walk-through the Gardens.
4. A PDF of the current Master Plan will be sent to each committee member.
5. No official action was taken.

Official action by a committee shall be in the form of a motion, approved by the membership, making a recommendation to the Village Council.

OTHER COMMENTS/NEW BUSINESS:

NEXT MEETING DATE: 02/01/2016

APPROVED MINUTES OF LAST MEETING OF _____ ATTACHED ☐YES ■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.

VILLAGE OF PINECREST

Committee Action Form

COMMITTEE: Pinecrest Gardens Advisory Committee	
MEETING DATE: 02/01/2016	
MEMBERS PRESENT: Ceil Fitts Julianne Jeffries Ken Kurtz Suzanne Levitt Pat Vandenberg	
OFFICIAL ACTION (ATTACH DOCUMENTATION IF NECESSARY): 1. Minutes from the meeting of 1/19/16 were reviewed, amended and approved. 2. Resolution No. 2012-81 (A resolution of the Village of Pinecrest, adopting a donation/memorial policy for Pinecrest Gardens) was addressed by the group. The committee continued discussions regarding the Village's current policy for memorial/donation options but once again agreed that they were not ready to commit recommended changes to paper. On February 22nd, there will be a special meeting to draft a proposed recommendation to Council. 4. A PDF of the current Master Plan was sent to the committee. 5. No official action was taken. Official action by a committee shall be in the form of a motion, approved by the membership, making a recommendation to the Village Council.	
OTHER COMMENTS/NEW BUSINESS:	
NEXT MEETING DATE: 02/22/2016	
APPROVED MINUTES OF LAST MEETING OF _____ ATTACHED ☐YES ■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

TAB 13

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RESOLUTION NO. 2016-

A RESOLUTION OF THE VILLAGE OF PINECREST, FLORIDA, AWARDING OPERATION OF FARMERS MARKET AT PINECREST GARDENS TO GREEN MARKET CO-OP; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village issued a Request for Proposals for the Operation of the Farmers Market at Pinecrest Gardens.; and

WHEREAS, the Village Manager received proposals by the published deadline;

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

Section 1. That the Village Manager is hereby authorized to enter into an agreement with Green Market Co-Op for the Operation of the Farmers Market at Pinecrest Gardens.

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

PASSED AND ADOPTED this 16th day of February, 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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Yocelyn Galiano, ICMA-CM
Village Manager
manager@pinecrest-fl.gov

MEMORANDUM
Office of the Village Manager

DATE: February 10, 2016

TO: The Honorable Mayor and Members of the Village Council

FROM: Yocelyn Galiano, ICMA-CM, Village Manager

RE: Resolution Awarding Operation of Farmers Market

The Village published a Request for Proposals (RFP) for the operation of the farmers market at Pinecrest Gardens. As a result, four proposals were received by the October 8, 2015 deadline:

- Cecelia A. Camp
- Florida Fresh Market Enterprises, Inc.
- Green Market Co-Op
- Whoduz Inc., Green Market Events

An evaluation committee comprised of a representative from the City of Coral Gables, Village of Key Biscayne and Village of Palmetto Bay reviewed the responsive proposals and all ranked the same proposer first. Based upon their evaluation, I hereby respectfully recommend that the Village Council adopt the attached resolution awarding the contract for Operation of Farmers Market to Green Market Co-Op.

YG/atc

for Sept

Dear Mayor Lerner and Ms. Galiano,

Last year at the public meeting that addressed the awarding of the new Pinecrest Gardens Farmer's Market contract I may have expressed opposition to the new management company.

(You may recall my also inquiring if a small pony could be allowed access to the contemplated dog park, an issue that was debated for three hours that evening.)

I now admit that I was very wrong in expressing opposition to the new management.

The new management company has done an outstanding job. Attendance has doubled or tripled. There are literally dozens more stands and booths, selling all kinds of foodstuffs, crafted items and other products, than there were last year. The grounds are kept clean. The signage is excellent and abundant. And there are many tables at both ends of the area for visitors to sit and enjoy the food and the setting.

I realize that each year the bid process must be followed. If for any reason it can be waived based on excellent performance by the current vendor, then this management company would certainly qualify for such an exemption.

Yours truly,

Joel Grossman, M.D.

Anita Friedlander - concerned

awfrie65@bellsouth.net
To cball@pinecrest-fl.gov
CC awfrie65@bellsouth.net
10/31/15 at 7:06 PM
Hi Cherri, I am forwarding you a message I sent to Jim. I was approached by a vendor who does the market downtown and also our Farmers market in Pinecrest. I thought you ought to her her story since it validates some I have heard from some other sources.
Please see if you can look into the management of that market. It does not seem to be appropriate for our Village if we want a successful market.
Thank You
Anita FRiedlander
7925 SW 126 Terr
Pinecrest FL 33156

Sent from Windows Mail

From: awfrie65@bellsouth.net
Sent: Saturday, October 31, 2015 6:51 PM
To: jmcdonald@mmlawmiami.com
Cc: awfrie65@bellsouth.net

Hi Jim, I am writing to you about some disturbing stories coming out of our Pinecrest farmers market. A former parishioner from St Louis who no longer lives in Pinecrest has been doing the farmers' markets for several years after selling her business. These markets are now her livelihood. She asked me as a resident to contact all the Commissioners and the mayor because the vendors, herself included, are afraid to speak up for fear of reprisals. Several have been asked to leave for talking amongst themselves about the departures of some key and quality vendors. Just two weeks ago she was speaking with the vendor beside her about the market when they both were told to stop talking by Gigi and Susan or they could leave.
She said there is a vendor who sells fresh juices. The vendor is dependent on the availability of fruit and has had to skip a week here and there to be able to bring the fresh product. The managers of the market will not work with this very popular vendor even though there is space to accommodate him at the market.
Another very popular vendor of conch fritters was also asked to leave. My friend reports that the quality of the people coming to the market has changed. She claims they do not appear to be Pinecrest residents but rather people who walk around and ask for free samples but do not purchase. She says in the past the residents did not do this, seemed to love the market, and always bought something. She believes the market is declining rapidly and the residents do not find items of quality or interest and do not see their fellow residents there. Sounds like a downward spiral. Jim, I have heard stories from my husband who used to help a friend there who sold popcorn. My friend's unsolicited tale validates those stories as well.
It is sad to think we had a good and profitable thing at the gardens where I was proud to take visitors and it seems to be disappearing. I assume it could be and was once profitable for the Village. Hope you take some action to get rid of the Nazi- like atmosphere and give us back a world class Farmers market.

Thanks for your attention
Anita Friedlander 7925 SW126Terr Pinecrest FL 33156

RECEIVED
VILLAGE OF PINECREST
DEC 30 2015
OFFICE OF THE
VILLAGE MANAGER

Village Manager of Village of Pinecrest

We, the following signatories, in our position as vendors would like to express our concern about the incoming selection process for the next Pinecrest farmers market operative manager.

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Wishing our suggestion is taken into consideration.

Best regards

VENDOR'S SIGNATURE

Forno Italiano Pizza
Artan Kapxhiu
A.K
305-613-3511
786-295-0157 Gatty Rabin
Living Colors Nursery

My Exotic Fruits
Manuel Lara
786-304-6477

Susilicious
Susi Romagosa
305-972-1492.

Candles by Fatima
(305) 305-2725
Maria Fatima Martin

Jamaica Caribbean Thing
Paulette Chinlay
786 399 4419

Metro Deli Sandwich
(305) 235-1596

Doctor Pickle
Oliver Creighton
(305) 761-9835

VENDOR'S SIGNATURE

The Three Plants Ladies
Ana Villarreal
786-601-9317

Estela's Orchids Inc.
Alex Sanchez
(786) 298-4985

LAmoy's Living Foods
LAmoy Andressohn
786-447-1875 L.A.

GARLIC JOY
CARLOS Otero
305-984-0045

Toc Toc Arepas
Luis Sosa
Gaby Carrillo
707 812 2511

Keez Beez LLC
RAW Honey
Isabella Ballestros
305-798-7633

TONYS GYROS
DIMITRI
772-812-7424

SW FL Produce
Ashley Griffith
(239) 321-3123
Cindy

VENDOR'S SIGNATURE

Ceramic League
Pamela Neumann
786 390 4989

Gregg Baruch
Tugen's Organics
(303) 519-4568

Shamanic Tonic M
ERIK LIEUX
305.205.0476

Incredible kettle corn
Noel Villamonte 786-352-363

TROPICALIA FLOWERS
Sidney Sathler
786.399.5276

Gloria Janell
Gloria Stachuly
305-213-4063

Laura's Produce
Lily Casillas
786-379-9627

Serendipity
George Weiss
305-467-9062

VENDOR'S SIGNATURE

Flap the Pickle Man
Corin Angel

754-224-3057

The Empanada Lady
Angel De la Rosa

786-508-4959

Olga Díaz
(786) 283-2794
OLGA DIAZ FARM
V & B Farms

EMPANADA DE ARGENTINA
305 380 7767

PAm Vicri
305-216-7539
ART FOR GOOD
305-807-2217
SUZANNE MOE
MARCELA NORIEGA

ZAM THE BAKER
John Stem
786 502 8087

BISON ISLAND LLC
BRIAN GRUBB
518.588.1402

KASERA SALSAS ARTESANALES
CARLOS DOMINGO

786 486 2928

VENDOR'S SIGNATURE

BABE FRIMAN
JASON SCHWANDORFER
(3)218.2163

- Adena Ellenby
- LNB Groves
305 812-0825
adena Ell

Mayor of Village of Pinecrest

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Johnny Gugliehmi
Joe Gugliehmi
Austin Gugliehmi

Lemonade
Shake
Ups

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Levinis Baven/.

Francis Modina

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Best regards

(Zak the Baker)

786 502 8087

for Sept

Dear Mayor Lerner and Ms. Galiano,

Last year at the public meeting that addressed the awarding of the new Pinecrest Gardens Farmer's Market contract I may have expressed opposition to the new management company.

(You may recall my also inquiring if a small pony could be allowed access to the contemplated dog park, an issue that was debated for three hours that evening.)

I now admit that I was very wrong in expressing opposition to the new management.

The new management company has done an outstanding job. Attendance has doubled or tripled. There are literally dozens more stands and booths, selling all kinds of foodstuffs, crafted items and other products, than there were last year. The grounds are kept clean. The signage is excellent and abundant. And there are many tables at both ends of the area for visitors to sit and enjoy the food and the setting.

I realize that each year the bid process must be followed. If for any reason it can be waived based on excellent performance by the current vendor, then this management company would certainly qualify for such an exemption.

Yours truly,

Joel Grossman, M.D.

Anita Friedlander - concerned

awfrie65@bellsouth.net
To cball@pinecrest-fl.gov
CC awfrie65@bellsouth.net
10/31/15 at 7:06 PM
Hi Cherri, I am forwarding you a message I sent to Jim. I was approached by a vendor who does the market downtown and also our Farmers market in Pinecrest. I thought you ought to her her story since it validates some I have heard from some other sources.
Please see if you can look into the management of that market. It does not seem to be appropriate for our Village if we want a successful market.
Thank You
Anita FRiedlander
7925 SW 126 Terr
Pinecrest FL 33156

Sent from Windows Mail

From: awfrie65@bellsouth.net
Sent: Saturday, October 31, 2015 6:51 PM
To: jmcdonald@mmlawmiami.com
Cc: awfrie65@bellsouth.net

Hi Jim, I am writing to you about some disturbing stories coming out of our Pinecrest farmers market. A former parishioner from St Louis who no longer lives in Pinecrest has been doing the farmers' markets for several years after selling her business. These markets are now her livelihood. She asked me as a resident to contact all the Commissioners and the mayor because the vendors, herself included, are afraid to speak up for fear of reprisals. Several have been asked to leave for talking amongst themselves about the departures of some key and quality vendors. Just two weeks ago she was speaking with the vendor beside her about the market when they both were told to stop talking by Gigi and Susan or they could leave.
She said there is a vendor who sells fresh juices. The vendor is dependent on the availability of fruit and has had to skip a week here and there to be able to bring the fresh product. The managers of the market will not work with this very popular vendor even though there is space to accommodate him at the market.
Another very popular vendor of conch fritters was also asked to leave. My friend reports that the quality of the people coming to the market has changed. She claims they do not appear to be Pinecrest residents but rather people who walk around and ask for free samples but do not purchase. She says in the past the residents did not do this, seemed to love the market, and always bought something. She believes the market is declining rapidly and the residents do not find items of quality or interest and do not see their fellow residents there. Sounds like a downward spiral. Jim, I have heard stories from my husband who used to help a friend there who sold popcorn. My friend's unsolicited tale validates those stories as well.
It is sad to think we had a good and profitable thing at the gardens where I was proud to take visitors and it seems to be disappearing. I assume it could be and was once profitable for the Village. Hope you take some action to get rid of the Nazi- like atmosphere and give us back a world class Farmers market.

Thanks for your attention
Anita Friedlander 7925 SW126Terr Pinecrest FL 33156

RECEIVED
VILLAGE OF PINECREST
DEC 30 2015
OFFICE OF THE
VILLAGE MANAGER

Village Manager of Village of Pinecrest

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Wishing our suggestion is taken into consideration.

Best regards

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Artan kapxhiu
A.K
305-613-3511
786-295-0157
Living Colors Nursery

My Exotic Fruits
Manuel LARA
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Lamoy Andressohn
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Garlic Joy
CARLOS Otero
305-984-0045

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Luis Sosa
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707 812 2511

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DIMITRI
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SW FL Produce
Ashley Griffith
(239) 321-3123
Cindy Griffith

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Pamela Neumann
786 390 4989

Gregg Baruch
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(303) 519-4568

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ERIK LIEUX
305.205.0476

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Sidney Sathler
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305 380 7767

PAM VICK
305-216-7539
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KASERA SALSAS ARTESANALES
CARLOS DOMINGO

786 486 2928

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BABE FROMAN
JASON SCHLOSSDORFER
(3)218.2163

- Adena Ellenby
- LNB Groves
305 812-0825
adena Ellenby

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John Gugliehmi
Joe Gugliehmi
Austin Gugliehmi

Lemonade Shake Ups

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Lindis Baker/.

Francis Modina

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(Zak the Baker)

786 502 8087

Guido H. Inguanzo, Jr. (OVC)

From: Yocelyn Galiano (OVM)
Sent: Tuesday, January 19, 2016 3:23 PM
To: Guido H. Inguanzo, Jr. (OVC)
Subject: FW: Pinecrest Farmers Market - Chef Daniel

For Mayor's public records request

Yocelyn Galiano, ICMA-CM, LEED GA
Village Manager

Office of the Village Manager
Village of Pinecrest
12645 Pinecrest Parkway
Pinecrest, Florida 33156
T: 305.234.2121 | F: 305.234.2131
ygaliano@pinecrest-fl.gov

-----Original Message-----
From: Alana S. Perez (PG)
Sent: Tuesday, September 30, 2014 2:28 PM
To: Yocelyn Galiano Gomez (OVM)
Subject: Re: Pinecrest Farmers Market - Chef Daniel

Already have. I am trying to avoid exactly that.

Sent from my iPhone

> On Sep 30, 2014, at 2:26 PM, "Yocelyn Galiano Gomez (OVM)" <ygaliano@pinecrest-fl.gov> wrote:
>
> I just don't want a repeat of Claire with the Mayor again with vendors complaining etc. Please contact Daniel and Ellen to let them know that you intend to speak with Gigi and Susan this weekend, so they understand we are working out the issues.
>
> Yocelyn Galiano Gomez, ICMA-CM, LEED GA Village Manager
>
> Office of the Village Manager
> Village of Pinecrest
> 12645 Pinecrest Parkway
> Pinecrest, Florida 33156
> T: 305.234.2121 F: 305.234.2131
> Email: ygaliano@pinecrest-fl.gov
>
>
>

>
> -----Original Message-----
> From: Alana S. Perez (PG)
> Sent: Tuesday, September 30, 2014 2:15 PM
> To: Yocelyn Galiano Gomez (OVM)
> Subject: Re: Pinecrest Farmers Market - Chef Daniel
>
> Sorry the e mail got away before my full response. Yes, I agree that Ellen has issues. My softer side with her is she is an older woman who is battling breast cancer. But rules are rules and there to be respected. I also agree that folks are entitled to vacation (though there are those among us who might think differently:)). I will have a talk with the girls on Sunday. I'm sure everything will be fine.
> Alana
>
> Sent from my iPhone
>
>> On Sep 30, 2014, at 1:45 PM, "Yocelyn Galiano Gomez (OVM)" <ygallano@pinecrest-fl.gov> wrote:
>>
>> After reading the issue with Ellen.... I feel that the girls handled the situations appropriately as she has a history of not paying, or last minute cancellations. Not sure what the issue is with Daniel though.... according to his email, he just took two weeks off and had advised them in advance of this and does not feel he should lose his preferred spot. If he is a good vendor (always paying on time and typically there every week), I'm not sure I agree with the stance that because they took two weeks off, they would be punished.
>>
>> Yocelyn Galiano Gomez, ICMA-CM, LEED GA Village Manager
>>
>> Office of the Village Manager
>> Village of Pinecrest
>> 12645 Pinecrest Parkway
>> Pinecrest, Florida 33156
>> T: 305.234.2121 F: 305.234.2131
>> Email: ygaliano@pinecrest-fl.gov
>>
>>
>>
>>
>> -----Original Message-----
>> From: Alana S. Perez (PG)
>> Sent: Tuesday, September 30, 2014 7:09 AM
>> To: Yocelyn Galiano Gomez (OVM)
>> Subject: FW: Pinecrest Farmers Market - Chef Daniel
>>
>> Yocie, I really wanted to understand the breadth of what was happening before responding to Daniel and to Ellen. My "gut" tells me that Gigi and Susan are still doing a great job, but at times can by a touch undiplomatic--and we both know how challenging the vendors can be at times. My recommendation is I will speak with both, simply to calm the feathers, and as most Sundays, I will walk the market this Sunday to take the temperature. But sometimes the hard feelings are harder to mend and for either to make a complete concession might be difficult. I have already spoken with Ellen, I will speak today with Daniel. Gigi is hurt by this, and personally I feel bad for all parties. Let me have the talks and I will get back to you. Is there any other course you would like me to follow?
>>
>> Alana Perez
>> Pinecrest Gardens Director
>> 11000 SW 57th Ave.

>> Pinecrest, Fl. 33156
>> 305.669.6990
>> www.pinecrest-fl.gov/gardens
>> _____
>> From: Natalia 'Gigi' Gimenez [info@greenmarketco-op.org]
>> Sent: Monday, September 29, 2014 8:07 PM
>> To: Yocelyn Galiano Gomez (OVM); Alana S. Perez (PG)
>> Cc: Daniel Arshadnia; da601927@gmail.com
>> Subject: Pinecrest Farmers Market - Chef Daniel
>>
>> Yoceyln & Alana,
>> You have asked us to reply in writing, explaining our market policy, in response to the complaint from Chef Daniel (Daniel Arshadnia) regarding treatment of vendors when they take vacation time, claiming we "punish" them for it, and relegating them to less desirable placement if they are absent a couple of weeks. Further, saying we would not allow them to change position if another vendor doesn't show up, as quoted from your email.
>>
>> Our vendor policy reads as follows:
>> . Green Market Co-op management will assign vendor spaces weekly.
>>
>> . If you would like to reserve a specific space (if available), you may do so by completing a monthly promissory note.
>>
>> . Vendors may be subject to relocation.
>>
>>
>> To be clear, we feel there is absolutely no undesirable location for a vendor within the market. One of our objectives is to always make the market aesthetically pleasing. That involves no empty gaps, nor placing similar vendors next to each other.
>>
>> After only participating in the market six (6) times, he requested to be moved up next to Babe Froman, at the front of the market. We agreed that if he were to make a solid commitment to attending the market every week, we would do our best to accommodate him. By June 8th, he was in his requested space and remained there until he took a four (4) week absence from the market on August 17th. We feel that two and a half months is not a solid commitment, considering vendors in his desired vicinity have been with the market for years, at the very least since November 2013, yet we moved him forward.
>>
>> A four (4) week absence to the market is not considered a "couple" (2) weeks. If anything at all, it should be noted that he broke his commitment to the market.
>>
>> Chef Daniel did not indicate when he was returning nor did he pay in advance for a space. He mistakenly assumed, upon his return that he would have the same spot. There was never any promise made on our behalf to reflect that.
>>
>> To reiterate, it is our policy to give those vendors who have made a continual commitment to the market and who have been in attendance every Sunday, their preference in location (if available) as long as they prepay for it or agree to sign a promissory note.
>>
>> Moving him down was not a "punish"ment. It is unfair to jockey consistent vendors who come on a weekly basis, back and forth in terms of placement, to appease him.
>>
>> His statement saying we refused to give him a vacant/available spot, is inaccurate.
>> On September 14th, space number 107 was prepaid for by Kakao Art Pasta. Kakao Art Pasta is a vendor who has participated in the market on a weekly basis since November 2013. Kakao had called us, earlier in the morning, to let us

know that they were running late, but that they were on their way. They arrived at the market and were set up in time for market opening.
>>
>> We feel we have been extremely accommodating and fair to Daniel. We have done nothing but give him every opportunity to excel and succeed, only to be berate and offensively insulted.
>>
>> Daniel says, "I am going to come this week but it's my last I worked to hard to get to where I was have you guys put me somewhere else I cannot deal with these inconsistancies I has been nothing but constant"
>>
>> Ironically, he did not work at all to get to where we placed him; his placement in the market was given to him by us. Even more ironic to that, is him saying that he can't deal with our inconsistencies; considering all of his.
>>
>> For Daniel to reference us as "nazi rule" is not only unacceptable, but also horrifically offensive.
>>
>> Below you will find a detailed log of his participation and placement in the market, along with our most recent communication with Daniel.
>>
>> Thursday, September 11th, 2014 - 12:42pm Can't talk right now...text me...
>>
>> It's Chef Daniel I'll be there this weekend Sorry forgot to email you
>> yesterday
>>
>> Ok...thanks...
>>
>> Wednesday, September 17th, 2014 - 1:31pm Can't talk right now...text me...
>>
>> Good afternoon Gigi you were supposed to get back to me Sunday night haven't heard anything????
>>
>> Yes, Susan and I discussed your request. As vendors move out, we will move you forward. However, untll then you will not be jumped forward to your previous location.
>>
>> That's very unfair I cannot believe you did this to me. I am going
>> to come this week but it's my last I worked to hard to get to where I
>> was have you guys put me somewhere else I cannot deal with these
>> inconsistancies I has been nothing but constant and the fact that
>> other vendors go missing for a week And they don't get moved is
>> absolutely unfair Babe from goes missing from time to time and they
>> don't get moved Please send invoice so I don't Incur a late charge
>>
>> On September 21st, market day, Daniel verbally accosted me (Gigi Gimenez) in presence of vendors and market patrons. He went on about how unfair it was that we moved him (to space 115), how "F#@ing hot" it was where we had placed him, and if he could be moved to space 107 (which was already reserved and paid for by Kakao). He later came back and kept on, saying that he was more than 12' away from an electrical outlet (he had never requested power before). I told him that he could move up to space 113, which had been left open for a public trash receptacle. He refused. After more verbal accosting, I said, "Why does any of this even matter anymore, when you said that this was going to be your last week attending the market?" He denied this, to which I then provided him proof of what he had said in a text message earlier in the week. His response below.
>>
>> September 21st, 2014 - 8:41am
>> Ok Your right Done p
>>
>> Don't know what happened to ou you use to be nice kind and

>> compassionate now it's like nazi rule Pasta still isn't here Talk
>> about fairness
>>
>>
>> 3/30/14 - First participation in market - 120 (location number
>> reference)
>> 4/6/14 - Participated - Sunniland Park
>> 4/13/14 - DID NOT PARTICIPATE
>> 4/20/14 - DID NOT PARTICIPATE
>> 4/27/14 - DID NOT PARTICIPATE
>> 5/4/14 - Participated - 219
>> 5/11/14 - Participated - 217
>> 5/18/14 - Participated - 218
>> 5/25/14 - Participated - 120 - requested to be moved up next to Babe
>> Froman
>> 6/1/14 - Participated - 111
>> 6/8/14 - Participated - 108 - now placed in requested location
>> 6/15/14 - Participated - 108
>> 6/22/14 - Participated - 108
>> 6/29/14 - Participated - 110
>> 7/6/14 - Participated - 109
>> 7/13/14 - Participated - 107
>> 7/20/14 - Participated - 108
>> 7/27/14 - Participated - 108
>> 8/3/14 - Participated - 108
>> 8/10/14 - Participated - 109
>> 8/17/14 - DID NOT PARTICIPATE
>> 8/24/14 - DID NOT PARTICIPATE
>> 8/31/14 - DID NOT PARTICIPATE
>> 9/7/14 - DID NOT PARTICIPATE
>> 9/14/14 - Participated - 115
>> 9/21/14 - Participated - 112
>>
>>
>>
>> Respectfully,
>> Gigi Gimenez & Susan Muci
>> Green Market Co-op
>> 786-367-8274

Guido H. Inguanzo, Jr. (OVC)

From: Yocelyn Galiano (OVM)
Sent: Tuesday, January 19, 2016 3:23 PM
To: Guido H. Inguanzo, Jr. (OVC)
Subject: FW: Pinecrest Farmers Market - Ellee's Granola

For mayor's public records request

Yocelyn Galiano, ICMA-CM, LEED GA
Village Manager

Office of the Village Manager
Village of Pinecrest
12645 Pinecrest Parkway
Pinecrest, Florida 33156
T: 305.234.2121 | F: 305.234.2131
ygaliano@pinecrest-fl.gov

From: Ellen Kaplan [mailto:ellentannerkaplan@gmail.com]
Sent: Monday, September 29, 2014 6:03 PM
To: Natalia 'Gigi' Gimenez
Cc: Yocelyn Galiano Gomez (OVM); Alana S. Perez (PG)
Subject: Re: Pinecrest Farmers Market - Ellee's Granola

Gigi,
Sorry but you didn't get my point at all. I didn't intend to have a "pissing" contest telling you everything you have done wrong and then you telling me everything I have done wrong. If I were going to do that then I would run for Governor! Oh and by the way while we are on that subject I kicked Jimmy Markson in the shin when I was in kindergarten if you want to add that to my list of transgressions.But even in Judaism, this time of the year all we have to do is fast for one day and voila all our transgressions are absolved. What I am trying to point out is that every person is not treated with either the same rules or policies. Having done policies and procedures more than a few times for different companies I came to realize P&Ps help make everyone the same. So for instance when you have a policy with the word "can", "may", "could" in it, it unfortunately negates it as a policy. That is because you can change it at any time and for anyone fair or not. So for instance you have a policy on what time you must come and what time you must leave, right? Well Zack comes at 10:30 and leaves at 11:30. For as long as I have been at the market he has done this. Does it bother me? No not really. But when I am not afforded the same realty it then becomes a problem. In addition we all have to move our cars and walk a mile. But Zack comes in a car. Sometimes his wife comes in another one. His parents come in a third and a friend of the parents comes in a fourth. They all stand with Zack and sell. So does that make them vendors and require them to park their cars as everyone is required to do? Lamoy and Jeremy come late b/c that is when their customers come.Lamor gets up at 4:00 am so that she can go see her kids run track and then comes to the market. Is it a problem for me? No. But when I have to go to the time out box for who knows how many weeks b/c that is what you deem proper punishment....well then I want everyone to come when I do and everyone to leave when I do and everyone to park their car where I have to. If in fact you are trying to manage a large number of people when you make an exception for one you must do it for others or you have absolutely no

control what so ever. There was an amazing law suit that Humana lost years ago for double digit millions. And it was because a nurse felt bad for a patient and authorized a treatment over the contracted policy. What they lost the case on was the fact that they broke the policy for one patient. And the jury determined that there was no policy b/c they did not follow the one they had and once they did it for one they had to do it for everyone. And punishing the people who have done nothing but support you since the day you started makes no sense at all other than to be punitive because you can. On one contract I did years ago (a government contract) one person wanted me to change one phrase from and/or to just or. That cost me 60 days delay in the account and a total of almost one half million dollars. So one word can completely change your policy to a non policy that would not likely stand up in court. Now you might say that in your contract you have a sentence that basically says you can do what you want when you want to and if one of us doesn't like it we can leave. And yes you do and yes that would likely stand up in court. However, I think if you look at the big picture you will better understand why it has been so very difficult to get this market back to its original glory days. I can honestly tell you that most vendors are very frustrated. Most make little or no money but they are afraid to take time off b/c they will be punished. I think this should be the best market around. The spot is beautiful. The vendors are great and the people, children and dogs are like no other. It is always a really feel good day for me. But to be pushed to the back, while the spot we have used for 3 years is still available, just for punitive purposes I must say then when are you going to punish Zack because he should have reached his rule breaking potential by now. Although I very much would like to participate, I bake 5 days a week and am doing tastings many Saturdays. So to come and sit in the hot/humid and very buggy weather to be placed where I know I will make 50% less than I usually do (which by the way is 60% less that when the market was at its peak), I can't justify doing so because you want to make an example out of me. This is your business as well and not having enough vendors is an ongoing problem and not good finanacially for you. If I told every customer what was on my mind when they asked stupid questions or made stupid comments I would not have any customers.It seems like you and Susan have become so angry over this market that you are forgetting that we are your customers and we should be treated fairly, equally and with respect. And by the way while we were on the subject in all the time you have been in charge did I every screw you out of your money? It is rhetorical, I already know the answer to the question.
I really hope you think this through and work to make t his a good market/
Ellee

On Sun, Sep 28, 2014 at 11:50 PM, Natalia 'Gigi' Gimenez <info@greenmarketco-op.org> wrote:
Yocelyn & Alana,
You have asked us to reply in writing, explaining our market policy. In response to the complaint from Ellee's Granola (Ellen & Eric Kaplan) we are unaware of what their complaint is exactly. We can only response to their last email sent 9/23/14, that reads as follows:

"Ket us knoW when you want vendors again and bot recalcitrant school children. When u r finished using your abusive time outs we will ne back. In the meantime I will forward. Yoiur email to Pinefcrest city hall so they understand your abusive approach to business. E and E"

Our vendor policies have not changed from the revision included with our contract dated October 2013, with exception of a revision dated January 5th, 2014 implementing a $5.00 late fee, to which all current vendors signed the policy revision.

Our market policy reads as follows:

- **Vendor fees are paid weekly. Full payment MUST be received by the Wednesday (end of business day) of each week.**

- **Vendor fees are NON-REFUNDABLE.**

- **Fees received AFTER WEDNESDAY (end of business day) will incur a $5.00 LATE CHARGE.**

- **No same day payments will be taken at market on Sundays.**

- **Vendors must notify Green Market Co-op management by Friday at 9:00 AM (phone call/voice mail/email message is required) if vendor will not be able to attend that Sunday's market). CALL 786-367-8274, 305-546-6369 OR email info@greenmarketco-op.org <mailto:info@greenmarketco-op.org>**

- **Failure to provide notice of absence for two Sundays in a row will result in loss of fees paid in advance and possible termination of future participation.**

- **If a vendor cannot attend a market for which a payment has been made, and cancellation has been made 48 hours in advance, Green Market Co-op will transfer paid market fees to the next market date ONLY. Fees will be forfeited if cancellation is not made 48 hours in advance.**

- **Green Market Co-op management will assign vendor spaces weekly. Vendors may be subject to relocation.**

Attached in PDF format, you will find a detailed report of Elle's Granola payment/attendance history. We ask that you please take the time to review it.

We stand by our decision with Ellee's Granola, based on their routine of non-payment, late payment, and repeated credit cards declines. For the longest time, we looked past this lack of consideration and respect for us, until we felt it was no longer acceptable.

Most all vendors pay their vendor fees by cash or check on Sunday's for the following Sunday market date.

Out of 40 opportunities to pay on time, like her fellow vendors, Ellee's Granola only paid on time 25 times. THIRTEEN times we allowed them to pay their vendor fees on market day, due to the fact that their credit card(s) were declined.

On April 20th, 2014, they were committed to attending, and were a "no-show/no notice", yet we credited their vendor fees over to the next week.

On July 13th, 2014, again we allowed them to participate in the market without having made prior payment. At the end of the day, after participating, they left WITHOUT paying their vendor fees for that market day.

On September 14, 2014, after holding their spot, they again were a "no-show/no notice".

In spite of this history, we continued to give them their preference in market placement.

September 17th, 2014, we sent them an email asking about their participation for 9/21. We received a reply of, *"Hi. We were not there on Sunday...well not working. ...just for dog food.I was sick. But yes we will be there. U can try charging on the credit cards. I would first try the Visa first. Thanks Gigi. E"*

Their credit cards were declined yet again.

"Ellee, Neither card was good. You can pay $51.00 on Sunday but you will not have your usual spot, most likely you will be in Eric's favorite sunny spot. Susan"

"No worries. E"

On September 21st, 2014, they participated in the market after paying same market day (late fee was waived), but chose not to pay for the following Sunday (9/28/14).

On September 22nd, we sent another email asking about their participation for 9/28. To which their reply was *"can only come if we are in our regular spot. E"*

We replied back, *"E and E…We cannot guarantee regular spots. Vendors are in the same spots because they come to the market EVERY Sunday, they pay there vendor fees EVERY Sunday or they PREPAY the month of Sundays or we ARE able to charge their credit card on WEDNESDAY without issue. Although we care for you greatly, we run into the same issues often. We may have given preferences in the past and let the late fees and vendor location slide to your favor but it is unfair to other vendors. Vendors who are not at the market or have not prepaid the Sunday get moved to the back and work their way back up. Prefect examples Joy of Garlic, Chef David (hummus), Primal Wellness all got moved down other vendors who started at the back but are at the market and pay every week have moved up (Jamaica/Caribbean) The Sunday before, Ellee's was a no show, Erik said you were out of product. This Sunday you didn't pay until Sunday and again you left the market without paying the fees for next Sunday. And now you ask for your regular spot! Really doesn't work this way."*

To which they replied back, *"Ket us knoW when you want vendors again and bot recalcitrant school children. When u r finished using your abusive time outs we will ne back. In the meantime I will forward. Yoiur email to Pinefcrest city hall so they understand your abusive approach to business. E and E"*

Respectfully,
Gigi Gimenez & Susan Muci
Green Market Co-op
786-367-8274

Guido H. Inguanzo, Jr. (OVC)

From: Yocelyn Galiano (OVM)
Sent: Wednesday, January 20, 2016 8:54 AM
To: Guido H. Inguanzo, Jr. (OVC)
Cc: Alana S. Perez (PG)
Subject: FW: Formal complaint regarding Sunday Farmers Market

For Mayor's Public Records request... Alana may have additional correspondence regarding this matter.

Yocelyn Galiano, ICMA-CM, LEED GA
Village Manager

Office of the Village Manager
Village of Pinecrest
12645 Pinecrest Parkway
Pinecrest, Florida 33156
T: 305.234.2121 | F: 305.234.2131
ygaliano@pinecrest-fl.gov

From: Alana S. Perez (PG)
Sent: Monday, September 29, 2014 10:18 AM
To: Yocelyn Galiano Gomez (OVM)
Cc: Daniel Arshadnia
Subject: Re: Formal complaint regarding Sunday Farmers Market

I finally heard back from Gigi today. I am on a two day break but I will call Daniel tomorrow.
Alana

Sent from my iPhone

On Sep 29, 2014, at 10:12 AM, "Yocelyn Galiano Gomez (OVM)" <ygaliano@pinecrest-fl.gov> wrote:

> Hello Daniel:
>
> So sorry that Ms. Perez did not contact you last week as I had indicated. However, I did note that she reached out to Gigi and Susan via a separate email requesting a meeting with them to clarify some of the concerns you mentioned. When I tried to reach her this morning, I am told she will be out of the office until Thursday on vacation. I have written her to find out what the status of everything is in the meantime, as I expect she did get a chance to meet with them prior to her leaving on vacation.
>
> As soon as I get a response, I will let you know so you are in the loop as to what we are doing from this end. Thank you again for your interest in the Village of Pinecrest... I am hopeful we will be able to resolve your situation.
>
> Regards,

Yocie

Yocelyn Galiano Gomez, ICMA-CM, LEED GA
Village Manager

Office of the Village Manager
Village of Pinecrest
12645 Pinecrest Parkway
Pinecrest, Florida 33156
T: 305.234.2121 F: 305.234.2131
Email: ygaliano@pinecrest-fl.gov

<image001.jpg>

From: Daniel Arshadnia [mailto:chefdanielarshadnia@gmail.com]
Sent: Monday, September 29, 2014 9:20 AM
To: Yocelyn Galiano Gomez (OVM)
Subject: Re: Formal complaint regarding Sunday Farmers Market

Good morning Yocelyn,

Hope you had a peaceful weekend. Thank you replying promptly to my concern. I never received a call from your office Friday. I am free on and off all day today.

On Fri, Sep 26, 2014 at 12:07 AM, Yocelyn Galiano Gomez (OVM) <ygaliano@pinecrest-fl.gov> wrote:
Daniel:

This will acknowledge receipt of your email below. I am currently out if town on vacation until Monday of next week. However, by way of this email, I will ask Pinecrest Gardens Director Alana Perez to contact you tomorrow to discuss your concerns. I will upon my return follow up with her regarding your discussions. Hopefully, we can intercede to help resolve this issue.

Regards,

Yocie

Yocelyn Galiano
Village Manager

From: Daniel Arshadnia [chefdanielarshadnia@gmail.com]
Sent: Wednesday, September 24, 2014 3:51 PM
To: Yocelyn Galiano Gomez (OVM)
Subject: Formal complaint regarding Sunday Farmers Market

Yocelyn,

My name is Daniel Arshadnia. I have been a Vendor for almost 6 months at the Pinecrest Gardens Farmers market. I have always had a great relationship with Gigi up until two weeks ago when I returned from a planned vacation which Gigi was notified about 2 month prior to my holiday and this is where the problem really starts. Prior to which I was in great standing and I was well liked by management and all vendors at market.

To give you a little history as to where this complaint is originating from here is how it started: Originally when I started at the market I was moved around a lot and as a food based business I saw inconsistency as a negative to my bottom line. Once noticing this I asked Gigi if she could possibly move to a more permanent place at the market with electricity. She replied as long as I can consistently show up during the slow months the spot is mine. So I stuck it out the entire summer and at time lost money due to the relative low number of visitors during off season (which I understood would be the case). I had the hope of doing this so when season came around I would be in a prime location and I will have a well put together customer base from the summer to be ready for season. When I returned from vacation after 4 weeks gone I was shocked to find out that I was replaced to the rear of the market and in a place where I was far from electricity and less patrons visited. I did confront Gigi and asked why am I being punished she replied its protocol (which I have not heard/ nor read until then)and everyone goes through it. I had a verbal agreement and I felt violated. I did notice a drop in business and I had a few customers say they didn't even know I was back since I wasn't in my prior location. Once I did my P&L and saw my drop in business for the week I spoke to Gigi and she informed me there is nothing she can do and she is sorry for my loss and I told her I cannot come to the market if I don't make any money. She replied of don't come not her problem I have to work my way up from the bottom.

I notice on my last weekend there where vendors that didn't show up and I asked can I take the spot since they were not there by 0830 AM. She replied they are on the way they will be there. They didn't show up till 0850 and the agreement says they will not be allowed to setup if you came that late, but to my surprise she let them set up. I believe there is a certain level of favoritism given to certain vendors that have a better relationship with the management. I am saying this because I had in mind I was never coming back if I had to deal with such dishonesty, until I heard from other vendors this has been done to some of them when season comes back the old vendors get preferred spot while others whom are not on the managements "A List" get bullied around. This email is not in hopes of coming back to the market although that's what I would like but it's more so to raise a flag that there is unethical/unfair practices going on with the management that should be addressed. I don't want to name the vendors that are having a problem unless something will be done to fix this problem.

Bottom line I feel as though I was pushed the back as soon as they saw a viable way to do so to make room for others. That being said I feel as though I stuck it out the entire summer only to get shorthanded for what I was investing my time, heart, brand and business for. In a food business consistency is everything and that include location. The management is killing my business with no care whatsoever which I don't find very community like. I would like to seek a positive solution or at least bring this to the attention of the Village of Pinecrest Gardens.

All the best,
Daniel

If you would like to reach out to me my cell phone number is 917-400-4202
My business name is Chef Daniel LLC and DBA is Chef Daniel Hummus.

--
Chef Daniel LLC

Daniel Arshadnia | CEO/Executive Chef

Miami, FL 33181

Phone: 917-400-4202

Chefdanielarshadnia@gmail.com<mailto:Chefdanielarshadnia@gmail.com>

--

Chef Daniel LLC

Daniel Arshadnia | CEO/Executive Chef

Miami, FL 33181

Phone: 917-400-4202

Chefdanielarshadnia@gmail.com

Guido H. Inguanzo, Jr. (OVC)

From: Yocelyn Galiano (OVM)
Sent: Wednesday, January 20, 2016 8:55 AM
To: Guido H. Inguanzo, Jr. (OVC)
Subject: FW: Pinecrest Farmers Market - Ellee's Granola
Attachments: Ellee's Granola Payment History.pdf

Mayor's public records request

Yocelyn Galiano, ICMA-CM, LEED GA
Village Manager

Office of the Village Manager
Village of Pinecrest
12645 Pinecrest Parkway
Pinecrest, Florida 33156
T: 305.234.2121 | F: 305.234.2131
ygaliano@pinecrest-fl.gov

From: Natalia 'Gigi' Gimenez [mailto:info@greenmarketco-op.org]
Sent: Sunday, September 28, 2014 11:51 PM
To: Yocelyn Galiano Gomez (OVM); Alana S. Perez (PG)
Cc: ellentannerkaplan@gmail.com
Subject: Pinecrest Farmers Market - Ellee's Granola

Yocelyn & Alana,
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"No worries. E"

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Respectfully,
Gigi Gimenez & Susan Muci
Green Market Co-op
786-367-8274

ALL AMERICAN CITRUS, INC.
7517 NW 55 STREET
MIAMI, FL 33166
786-277-7811
allamericancitrus@yahoo.com

Hi this is Judy and Juan from All American Citrus, Inc.

We had been selling Citrus products- our bags of Oranges, Tangerines, Grapefruit and other citrus products and of course our famous bottled 100% Fresh Squeezed Orange Juice, Tangerine Juice and Grapefruit Juice. We had been part of the Pinecrest Farmers Market for 6 years. We love the market and the people. We think that it is the best market in all South Florida and we were proud to be a part of it.

We are a SEASONAL vendor just like a few other vendors at the market. Florida runs out of citrus for a couple of months out of the year. We made this fact very clear prior to our participation and were assured by management that they would work with us. Unfortunately, last year when we called to say that our season was starting again we were told there was no room in the market for us. When we know there where less vendors than ever. It's unfortunate that management has turned a nice and friendly farmers market into a ridiculous, personal and vindictive market. "If I like you are in, if not your out!"

We are very fortunate to have a business and not depend the market to live. We did it because we really enjoyed it. So many customers still call us, email us and go to the market asking other vendors where we are. We know for a fact that some other vendors may choose their words a little more carefully because of fear that they might get thrown out of the market, if it reaches management. Fortunately WE can speak truthfully.

We are not going to be disrespectful to anyone or use harsh language or make this sound like a soap opera. Which from what we understand feels like on Sundays now because the current management is pressuring vendors to sign papers and to take sides. Obviously, you know things have been going on that's why you called this meeting. We hope things change for the best.

Just bring it back to what it was before a Beautiful, Fun, Friendly and pleasant Market that you can spend a Sunday afternoon with your family.

This is our personal cell phone 786-277-7811. You are more than welcome to call me, if you would like me to elaborate on anything that has been written here.

Please keep us in mind when changes have been made, We would love to be back.

Thank you

GREEN market CO-OP

A non-profit organization that advocates
the growth of farms, vendors and local business
for the betterment of our community.

Phone: (786) 367-8274
E-mail: info@greenmarketco-op.org

PO Box 558714
Miami, Florida 33255

786-367-8274
info@greenmarketco-op.org
www.greenmarketco-op.org

October 7th, 2015

Yocelyn Galiano Gomez, ICMA-CM
Village Manager
Village of Pinecrest
12645 Pinecrest Parkway, 3rd Floor
Pinecrest, FL 33156

Dear Ms. Galiano-Gomez:

For your consideration, please find attached, our proposal for the Operation of Farmers Market, Project #2015-012 .

Our contact information is as follows:

Natalia Gigi Gimenez and Susan Muci
Green Market Co-op
786-367-8274
info@greenmarketco-op.org
PO Box 558714
Miami, Florida 33255

Thank you kindly for your consideration,

Natalia Gigi Gimenez
President

Susan T. Muci
CFO

Executive Summary

We are grateful to the Village of Pinecrest Mayor, Village Council, Village Manager and Garden Director for giving Green Market Co-op the opportunity to organize and manage the Pinecrest Farmers Market for the past two years.

If chosen, Green Market Co-op will add more diversity to the market, further educate the community on the importance of farm to table ideology and implement even "greener" practices.

Over the last two years, we have gained the respect and established relationships with local bonafide farmers, allowing us to add more growers, versus produce re-sellers, than in previous history, such as, Teena's Pride, Paradise Farms, V & B Farms, Trietnoyer Produce, Herbs & Heirlooms, Farm Fresh Pet and Earth Learning.

Green Market Co-op has supported and guided several small business vendors to grow their businesses: Tio Gazpacho, Jammy Yummy, Krispie Creations and Lulu's Ice Cream, who have gone on to sell at Whole Foods Market, other organic grocery stores or have opened store fronts in the local area.

To strengthen our relationship with vendors and patrons, we have implemented weekly communications. Vendors receive weekly emails, as to their market location, special events and reminders of market and food/health standards. Interested patrons receive a weekly E-newsletter, *The Market Beet,* announcing new vendors, Get To Know Our Vendors, in season produce, awards & recognitions, vendor shared recipes and special events.

Green Market Co-op was chosen as one of fifty farmers markets in the United States, to be awarded a grant from the United States Department of Agriculture in partnership with the Farmers Market Coalition, to educate the community on farm to table food preservation, in which eight demonstrations were held for patrons on topics such as pickling, jams, and food vacuum sealing. Vendors served as instructors, sharing their knowledge of canning & preserving, while patrons had hands-on opportunity to partake in workshops, taking home preserved foods and raffled gifts.

Green Market Co-op strives to maintain a safe, clean and organized atmosphere at the market. Staff and vendors continually stay vigilant of cleanliness, and make sure to leave the premises tidy and improved. Vendors are required to have a white tent, identifying banner and professional set-up, that includes food handling safety requirements. We have a stellar relationship with State inspectors and have an outstanding overall assessment of food & health regulations, with zero critical violations.

Priority is currently given to small local businesses with artisan, locally and sustainably produced items. Our objective is now to exceed our present environmental and participation standards. We aim to incorporate vendors with healthier menu options, absolute biodegradable food container practices and stronger recycle/reduce/reuse habits on the part of patrons and vendors.

Through these efforts by Green Market Co-op, Pinecrest Farmers Market was awarded Best Farmers Market for 2015, by *The Miami New Times.* Our intent, if given the opportunity again, is to continue to be the Best Farmers Market, and also to be an outstanding example of community, business and environmental synergy.

Gigi Gimenez & Susan Muci
Green Market Co-op

Project 2015-012 Proposal Requirements

Managing Firm

Green Market Co-op, Inc.
Natalia "Gigi" Gimenez and Susan Muci
PO Box 558714, Miami, Florida 33255 • (786) 367-8274 • info@greenmarketco-op.org

Legal Structure

Green Market Co-op Inc. is registered as a non-profit corporation in the State of Florida. Established April 15, 2013. (Refer to Appendix A)

Project Objectives

- Offer community members an opportunity to continue to purchase locally grown produce and other artisan goods
  - By giving priority to current 2015 Pinecrest Farmers Market vendors

- Provide farmers an opportunity to sell their products locally
  - By providing increased social media and website presence directly focused on the farmers and vendors thus increasing community attendance
  - By continuing to keep vendor fees low, making it feasible for vendors to participate

- Provide local businesses and artisans the opportunity to participate in the community
  - By providing artisans and local vendors the opportunity to educate the community on sustainable foods and goods

- Create a social gathering place for the community
  - By providing educational programs for children and adults related to nutrition, health, gardening, and food to table ideology
  - By providing non-profit organizations a venue to educate the community on local causes and environmental issues

- Highlight the character of Pinecrest with emphasis on sustainable environmental practices
  - By implementing the Village of Pinecrest Plastic Bag Free Ordinance 2012-24
    - Sale of reusable Pinecrest Farmers Market Totes at cost
    - Provide "Green" container designated for drop off and reusing plastic bags
    - Require vendors to use paper or plant based biodegradable bags
    - Encourage market patrons via educational signage to reuse and reduce
  - By implementing the Village of Pinecrest "Styrofoam Free" Resolution
    - Prohibiting vendor use of styrofoam
  - By requiring vendors to use PET cups, biodegradable plates, utensils & food containers
  - Encourage market patrons to use recycling receptacles for aluminum, plastic and glass drinking bottles

- Provide a mix of vendors and farmers that will reach all aspects of the local marketplace and appeal to adults and children
  - By seeking new and diverse vendors that meet green sustainable guidelines
  - By supporting small local business vs. national distributors and sponsors

Project Schedules (Refer to Appendix B)

Proposer's Qualifications & Experience (Refer to Appendix C)

- **Farmers market operating experience**
  - Green Market currently operates the Pinecrest Farmers Market for the past two years
    - Farmers and produce vendors – 13 vendors
    - Local and Artisan – 127 vendors
- **Event planning experience**
  - Indulge Group Inc. – film and video production events
  - Fairchild Tropical Botanic Garden - festivals and member events

- **Education coordination experience**
  - Project Reach – City of Garden Grove, California – Special needs individuals
  - Fairchild Tropical Botanic Garden – Fairchild Challenge, Adult Education Classes

- **Management & scheduling experience**
  - Express Printing Inc. – Operations & Management
  - Fairchild Tropical Botanic Garden – Visitor Services Department
  - MCM Corp. – Project Management & Estimating
  - Dar Al-Handasah Consultants – Project Management

Experience Contracting with Municipalities

- Green Market has contracted with the Village of Pinecrest for past two years
- Maintaining public liability & contingent liability insurance as required
- Paying fees to the Village of Pinecrest for services
- Maintaining appropriate sales records

References

- Alana Perez, Director of Pinecrest Gardens
- Sean Daniels, Operations Assistant Pinecrest Gardens
- Vendor: Community Art, Cool Ties – Suzanne Moe, 305-807-2217, suzannemoe@gmail.com
- Farmer: Bee Heaven Farm – Margie Pikarsky, 305-247-8650, office@beeheavenfarm.com
- State of Florida, Department of Hotels & Restaurants, Daniel Sterling, 786-417-6216

Key Team Members (Refer to Appendix C)

- Market Manager - Natalia "Gigi" Gimenez
- Market Manager - Susan Muci

Vendor Qualifications & Application

- Vendor Application/Agreement & Policies (Refer to Appendix D)
- Fee Schedule (Refer to Appendix E)
- Pinecrest Farmers Market Layout 69 available slots (Refer to Appendix F)

Local Vendor Support & Participation Priority

- Green Market Co-op will make efforts to strengthen local vendors:
- By promoting through local community newspapers, social & online media
- By improving communication with vendors & community through Market "Beet" E-newsletter
- By giving aid and collaborating with vendor, via blog articles & how-to videos
- By excluding corporate sponsors that compete with local vendors

Advertising & Marketing Strategy

- Online Marketing
  - Green Market Co-op website: www.greenmarketco-op.org
  - Social Media: Facebook, Twitter, YouTube, Blogger, Instagram
  - Constant Contact E-blasts and Market "Beet" E-newsletter
  - Village of Pinecrest - linked
  - Vendor websites – linked
  - Miami New Times
- Print Marketing
  - Community Newspapers – Pinecrest
  - Miami Herald
  - Miami New Times
  - Pinecrest Magazine
- Signage, Banners, A-Frames and Flyers
- Local Television News Spotlights

"Green" Waste Management

- "Plastic Bag Free" market - requires vendors to use paper or plant based biodegradable bags
- "Styrofoam Free" market - banning vendor use
- Require vendors to use PET cups, biodegradable plates, utensils & food containers
- Encourage market patrons to use recycling receptacles for aluminum, plastic and glass drinking bottles.
- Encourage market patrons to reuse and reduce by bringing reusable bags
- Provide "Green" container for the use of reusing plastic shopping bags

Vendor Fee & Rent Schedules (Refer to Appendix E)

- Based on two years of actual vendor attendance records, we can demonstrate a clear and repeated pattern of vendor participation. Certain holidays such as Thanksgiving, Christmas, New Years, Easter, Mother's Day, Father's Day, during the hot/rainy summer days and family vacations, vendors choose not to participate.

- **Vendor Fee Schedule**
  - Regular Vendors
    - High Season Fee (November – April) $60.75 plus sales tax
    - Low Season Fee (May – October) $43.00 plus sales tax
    - March 27th, 2015 - Easter Sunday - We propose to reduce vendor fee to $43.00 (plus sales tax) versus $60.75 (plus sales tax), if Village of Pinecrest agrees to reduces rent for that week.
  - Produce Vendors
    - Year round fee $35.00 plus sales tax

- **Village Rent Schedule**
  - Based on previous two years records, we propose to maintain the Village Rent as per Vendor Fee & Rent Schedule (Appendix E), with exception listed below.
  - March 27th, 2015 - Easter Sunday - Reduce Village Rent to $500 versus $1400.00.
  - We propose to reduce vendor fee to $43.00 (plus sales tax) versus $60.75 (plus sales tax), if Village of Pinecrest agrees to reduces rent for that week.

Operating Budget

- Included in this proposal are Green Market Co-op's estimated expenditures and revenue. (Refer to Appendix G)
- Green Market Co-op is proposing one change to the Village of Pinecrest rent schedule.
    - March 27th, 2015 - Easter Sunday - Reduce Village Rent to $500 versus $1400.00. We propose to reduce vendor fee to $43.00 (plus sales tax) versus $60.75 (plus sales tax), if Village of Pinecrest agrees to reduces rent for that week.
- Village of Pinecrest In-Kind Services
    - Waste-disposal
    - Traffic Control
    - Limited Marketing

Local Environment & Culture

- Green Market Co-op plans to implement education and host programs that support the values and culture of Pinecrest, by highlighting topics such as community involvement, families & youth, health, bike safety, environmental/community beautification (trees), culinary/nutrition, arts and music.

Farmers Market Requirements and Restrictions

- Farmers Market will operate in the Pinecrest Gardens parking lot every Sunday from 9:00 am - 2:00 pm, Set-up at 7:00 am, Break-down until 4:00 pm
- If required to transport vendors from Pinecrest Gardens to Pinecrest Elementary School, Green Market Co-op will pass on costs directly to vendors.
    - January 10th, 2016 - Fine Arts Festival
    - April 17th, 2016 - Earth Day
- **Flood Discount**
    - We propose that the flood discount be applied based on weekly rent amount and spaces flooded.

        Example:
        Market rent due for the week $1,000
        $1,000 divided by number of spaces (65) = $15.38 rounded to $15.00
        Number of spaces flooded = 18
        Flood Credit = $15.00 x 18 = $270.00

Rules and Regulation

- Green Market Co-op requires all vendors to complete and sign a Vendor Application /Agreement & Policies (Refer to Appendix D).
- Vendors are required to present proof of general liability insurance naming both Green Market Co-op & The Village of Pinecrest as additional insured, and to be in compliance with the following entities:
    - Internal Revenue Service - EIN
    - Department of State - Florida Division of Corporations
    - State of Florida, Department of Revenue
    - Local Tax Collector's Office - Local Business Tax Receipt - LBT
    - State of Florida, Department of Business & Professional Regulations
    - State of Florida, Department of Hotels & Restaurants
    - State of Florida, Department of Agriculture

PROPOSAL OPTION - MARKET & VENDOR INCREASE

We have been successful in growing a full and thriving market for vendors and the community. There is now an opportunity to grow the market even further, based on patron and vendor enthusiasm.

Because we are at full capacity, it is unfeasible in terms of space to include the return of local seasonal farmers, high season vendors and a greater diversity to the market.

We propose with the Village's approval to expand the market area, vendor quantity and increase the rent to the Village in the following manner:

We can include additional and returning vendors by increasing the physical market area by adding another row of vendor spaces in the parking lane adjacent to the current market.

We propose to increase the quantity of vendors in increments of 20 from the current 60 allowed to 80, 100 and eventually 120 vendors. We would then increase the rent fees to the Village by $500 weekly (December - April) and $200 weekly (May - November), for every 20 additional vendors in the new area.

This market area increase will also allow for more requested patron seating. Seating at the current market takes up 80 square feet (8 tables/32 chairs). When the high season begins and Bee Heaven Farm (anchor organic produce farmer) returns there will be no space for patron seating, unless we remove eight currently participating vendors.

List of Appendices

Appendix A Legal Structure - Articles of Incorporation

Appendix B Project Schedules

Appendix C Resumes

Appendix D Application/Agreement & Policies

Appendix E Fee & Rent Schedule

Appendix F Pinecrest Farmers Market Layout

Appendix G Proposed Operating Budget

Appendix A

FLORIDA DEPARTMENT OF STATE
Division of Corporations

April 16, 2013

NATALIA GIMENEZ
7044 SW 46TH STREET
MIAMI, FL 33155

The Articles of Incorporation for GREEN MARKET CO-OP, INC. were filed on April 15, 2013 and assigned document number N13000003623. Please refer to this number whenever corresponding with this office regarding the above corporation.

PLEASE NOTE: Compliance with the following procedures is essential to maintaining your corporate status. Failure to do so may result in dissolution of your corporation.

To maintain "active" status with the Division of Corporations, an annual report must be filed yearly between January 1st and May 1st beginning in the year following the filedate or effective date indicated above. **It is your responsibility to remember to file your annual report in a timely manner.** A Federal Employer Identification Number (FEI/EIN) will be required when this report is filed. Contact the IRS at 1-800-829-4933 for an SS-4 form or go to www.irs.gov.

Should your corporate mailing address change, you must notify this office in writing, to insure important mailings such as the annual report notices reach you.

Should you have any questions regarding corporations, please contact this office at (850) 245-6052.

Ruby Dunlap, Regulatory Specialist II
New Filing Section

Letter Number: 413A00009044

FILED

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLES OF INCORPORATION

Of

Green Market Co-op, Inc.

A Florida Not for Profit Corporation

The undersigned, acting as incorporator of Green Market Co-op, Inc., under the Florida Not for Profit Corporation Act, adopts the following Articles of incorporation.

ARTICLE I. NAME

The name of the corporation is Green Market Co-op, Inc., a Florida Not For Profit Corporation.

ARTICLE II. INCORPORATOR

The name and address of the incorporator is as follows:

Natalia Gimenez
7044 SW 46th Street
Miami, FL 33155

ARTICLE III. TERMS

This corporation is to have perpetual existence unless terminated soon in accordance with the laws of the State of Florida.

ARTICLE IV. PURPOSE

Section 1.

A. The purposes for which the corporation is organized are exclusively religious, charitable, scientific, literary and educational within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986 (or the corresponding provision of any future United States Internal Revenue law).

B. Subject to the foregoing, the purpose of the corporation shall be to advocate the growth of farmers and artisans for the betterment of our community as follows:

- To improve the link between farm and table by supporting farmers and educating consumers on the benefits of buying local and supporting their community farmers' markets.

- To educate the public, farmers and artisans on the nutritional benefits of farmers markets and facilitate workshops and discussions regarding the benefits derived from farmers markers;

- To conduct educational programming that encourages best practices among farmers and artisans of farmers markets;

- To work with public and private entities to provide educational programs to the public about the social, educational and fiscal benefits of famers markets to communities.

- To define the term 'local', regularly communicate that definition to the public, and implement guidelines of operation that ensure that the farmers market consists principally of farms and artisans selling directly to the public products that they have produced.

C. To accomplish these purposes, the corporation may support, acquire, maintain, manage, own, improve, and operate real and personal property, and shall be entitled to receive such property and/or cash for the accomplishment of the goals and purposes set forth herein, all in accordance with Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (hereinafter the "Code").

D. The corporation shall operate exclusively in a manner consistent with Section 501(c)(3) of the Code.

E. The corporation is organized and shall be operated exclusively for not-for-profit purposes.

F. The corporation shall have and exercise all rights and powers conferred upon corporations under the laws of the State of Florida; provided, however, that the corporation is not empowered to engage in any activities that, in itself, is not in furtherance of its purposes set forth herein.

Section 2.

No part of the income of the corporation shall inure to the benefit of, or be distributed to, its members or officers, or other private persons, except that the corporations may, when necessary, pay reasonable compensation for services rendered, and may make payments and distributions in furtherance of the purpose set forth herein.

Section 3.

No substantial part of the activities of the corporation shall be the carrying on of propaganda, engaging in political activities, or otherwise attempting to influence legislation.

Section 4.

Notwithstanding any other provisions of these Articles of Incorporation, the corporation shall not carry on any other activities not permitted to be carried on (a) by an organization exempt from tax under Section 501(c)(3) of the Code (or the corresponding provision of any future United States Internal Revenue law), or (b) by any organization contributions to which are deductible under Section 170(c)(2) of the Code (or the corresponding provisions of any future United States Internal Revenue law).

ARTICLE V. DISSOLUTION

Upon dissolution of the corporation, the Board of Directors shall, after making provision for payment of all liabilities, dispose of all of the assets of the corporation exclusively for the purposes of the corporation, or to such organization or organizations organized and operated exclusively for charitable or educational purposes as shall at the time qualify as an exempt organization under Section 501(c)(3) of the Internal Revenue Code of 1986 (or corresponding provisions of any future United States Internal Revenue law), or the Federal, State, or local government for public purposes as the Board of Directors shall determine. Any of such assets not so disposed of shall be disposed of by the appropriate court of the State of Florida of the county where the principal office of the corporation is located, exclusively for such purposes or to such organization or organizations as the court shall determine, are organized and operated exclusively for such purposes.

ARTICLE VI. INITIAL BOARD OF DIRECTORS

The powers of this corporation shall be exercised, its properties controlled, and its affairs conducted by a Board of Directors. The number of Directors of the corporation may be increased or diminished from time to time in accordance with the Bylaws, but shall never be less than three (3). The names of the addresses of the initial members of the Board of Directors are as follows:

1. President - Natalia Gimenez
   7044 SW 46th Street
   Miami, FL 33155

2. President - Susan Muci
   7044 SW 46th Street
   Miami, FL 33155

3. Vice President - Barbara Lalevee
   7044 SW 46th Street
   Miami, FL 33155

ARTICLE VII. INDEMNIFICATION

Every person who now is or hereafter shall be a Director or Officer of the corporation shall be indemnified by the corporation against all costs and expenses (including counsel fees) hereafter reasonably incurred by or imposed upon her in connection with, or resulting from any action, suit, or proceedings of whatever nature, to which such Director or Officer is or shall be made a party by reason of being or having been a Director or Officer of the corporation (whether or not such person is a Director or Officer of the corporation at the time such person is made a party to such action, suit or proceeding, or at the time such cost or expense is incurred by or imposed upon such person) except in relation to matters as to which such person shall be finally adjudged in such action, suit or proceeding to have engaged in willful misconduct in the performance of such person's duties as such Director or Officer. The right of indemnification herein provided shall not be exclusive of other rights to which any such person may now or hereafter be entitled as a matter of law.

ARTICLE VIII. BYLAWS

The power to adopt, amend, or repeal bylaws shall be vested in the Board of Directors of this corporation.

ARTICLE IX. AMENDMENTS TO ARTICLES OF INCORPORATION

Any Director or member of the corporation may propose an amendment to these Articles of Incorporation, but such an amendment may be adopted only after receiving an affirmative vote of the majority of the Board of Directors of this corporation.

ARTICLE X. INITIAL PRINCIPAL OFFICE

The initial principal office and mailing address of the corporation is 7044 SW 46th Street Miami, FL 33155.

ARTICLE XI. INITIAL REGISTERED OFFICE AND REGISTERED AGENT OF CORPORATION

The initial registered office of the corporation shall be 7044 SW 46th Street Miami, FL 33155, and the initial registered agent of the corporation at that address is Natalia Gimenez

In Witness Whereof, the undersigned has made, subscribed and acknowledged these Articles of Incorporation on this 4 day of April 2013, for the purpose of forming this corporation not for profit under the laws of the State of Florida.

Natalia Gimenez

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13 APR 15 PM 12: 08
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

STATE OF FLORIDA)
)ss:
COUNTY OF MIAMI-DADE)

I HEREBY CERTIFY that on this 4 day of April, 2013 personally appeared before me, an officer duly authorized to administer oaths and take acknowledgements, Natalia Gimenez to me well known and known to me to be the individual described in and who executed the foregoing instrument as Incorporator of Green Market Co-op, Inc., and she acknowledged to and before me that she signed and executed such instrument for the uses and purpose therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at Miami- Dade County, Florida, the day and year last above written.

My Commission Expires:
March 16, 2016

Notary Public, State of Florida

NOTARY PUBLIC STATE OF FLORIDA
FRANK PADRON
MY COMMISSION # EE 169354
EXPIRES: March 16, 2016
Bonded Thru Budget Notary Services

CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE FOR THE SERVICE OF PROCESS WITHIN THIS STATE, NAMING AGENT UPON WHOM PROCESS MAY BE SERVED.

Pursuant to Chapter 48.091, Florida Statues, the following submitted:

The Green Market Co-op, Inc., desiring to organize under the laws of the State of Florida with its initial registered office, as indicated in the Articles of Incorporation, at 7044 SW 46th Street Miami, FL 33155 as named Natalia Gimenez as its agent to accept service of process within this state at such address.

ACKNOWLEDGEMENT:

Having been named to accept service of process for Green Market Co-op, Inc., at the place designated in this certificate, I agree to act in that capacity and to comply with the provisions of the Florida Not for Profit Corporation Act, and state that I am familiar with, and accept, the obligations of that position.

Natalia Gimenez, Registered Agent

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13 APR 15 PM 12:08
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Appendix B

Project Schedules

Day of Market

7:00 am - 9:00 am	Vendor Coordination & Vendor Set-Up
9:00 am - 2:00 pm	Market Operates
2:00 pm - 4:00 pm	Vendor Break-Down & Market Clean-Up

Mangement & Supervision Details

Set-up information tent
Put out signage & banners
Coordinate vendors as they arrive
Set-up patron tables & seating
Set-up trash & recycling receptacles
Walk the market check on vendors & patrons
Check trash receptacles - empty as needed
Empty & remove trash & recycling receptacles
Break-down patron tables & seating
Clean market area - sweep parking lot
Take trash to dumpster
Remove signage & banners
Break-down information tent

Weekly Operating Schedule

Mondays	Accounting & reports
	Coordinate vendor participation for the following week
Tuesdays	Process new vendor applications
Wednesday	Process vendor fees - via credit card & PayPal
Thursday	E-newsletter
Friday	Social media & website
Saturday	Vendor layout
Sunday	Market mangement/supervision & collect vendor fees

Appendix C

NATALIA GIGI GIMENEZ

EXPERIENCE

- **PRESIDENT**
  Green Market Co-op Inc., Miami, Florida **4/13 – Present**
  - Vendor & Market coordination
  - New vendor procurement & application processing
  - Online marketing/advertising & website design/maintenance

- **PROPRIETOR**
  Indulge Group Inc., Miami, Florida **5/11 – Present**
  - Generate cost proposals and contracts
  - Coordinate provision purchasing & event scheduling
  - Generate & maintain accounting records/reports
  - Conduct event catering & craft services

- **PROJECT MANAGER/PROJECT ENGINEER/ESTIMATOR**
  MCM Corp., Miami, Florida **8/04 – 4/11**
  - Generated and maintained schedules, contracts, pay requisitions & monthly reports
  - Issued all sub-contractor & owner change orders
  - Coordinated all engineering & construction activities/orders
  - Produced & coordinated all material delivery schedules
  - Generated & presented cost proposals/bids

- **DESIGN ENGINEER/PROJECT MANAGER**
  Dar Al-Handasah Consultants, Abu Dhabi, United Arab Emirates **10/01 – 7/04**
  - Generated structural designs & calculations for high rise structures
  - Conducted structural inspections & forensic studies
  - Managed projects & supervised construction sites

- **DESIGN ENGINEER**
  DeSimone Consulting Engineers, Coral Gables, Florida **7/98 – 9/01**
  - Generated structural designs & calculations for high rises, hospitals & various structures
  - Organized proposals & permit submittal calculations
  - Conducted threshold & special inspections (City of Miami Beach- Structural)

EDUCATION

- University of Miami, Coral Gables, Florida
  Juris Doctor – Construction/Environmental Law **May 2010**

- Miami Dade Community College, Miami, Florida
  Associate of Science in Building Construction Technology **December 2006**

- University of Miami, Coral Gables, Florida
  Bachelor of Science in Architectural Engineering **May 2000**
  Bachelor of Science in Civil Engineering

Susan T. Muci

EXPERIENCE

May 2013 - present **Green Market Co-op Inc.**, CFO/Secretary, a non-profit organizing local farmers markets. Responisble for financial obligations including, sales tax, payroll tax, accounts payable and receivable. Coordinate print advertising and marketing,

May 2010 - present **Indulge Group Inc.**, Secretary/Treasurer, a Craft Services/Catering company for movie and video production companies. Coordinate menus and oversee kitchen staff. Prurveyor of food and conduct event.

May 1885 - present **Express Printing and FJM Enterprises, Inc., d/b/a Sir Speedy Printing**
President
Responsible for all aspects of the business: hiring and training employees, time cards and payroll processing, sales tax and payroll tax computations and payments. Processed payments for vendors. Responsible for advertising, specials, flyers, and mailing list. Met with new clients, helped them with pricing, design and layout of their printing needs. Processed new and repeat orders. Responsible for artwork, ordering stock, printing schedules, bindery & finishing and delivery of jobs. Responsible for monthly sales reports and year-end figures, daily bank deposits, and bank card payments.

Dec. 2005 - May 2011 **Fairchild Tropical Botanic Garden**
Visitor Services Associate
Directly responsible for scheduling, training and supervising over 150 volunteers per season for our department throughout the garden. Supervised the trams drivers, shuttle drivers, and walking tour guides. Prepared daily information sheets, reports, special schedules and set-up procedures for festivals. Coordinated tram tours for large crowds during the art exhibits and special groups. Greeted visitors and members, provided them with information about the garden and the exhibit as well as promoting the garden's mission, membership and special events.

May 1980 - April 1985 **City of Garden Grove, California, Department of Parks and Recreation**
Recreation Coordinator

Classes Coordinator - hired instructors, wrote descriptions of classes for bulletin, scheduled facilities, teachers, times, processed registration forms, class handouts, instructor payments and evaluations. Responsible for turning the program from operating in the red to operating in the black.

Summer Day Camp Coordinator - ran the summer day camp, hired and trained counselors, developed summer theme, coordinated advertising and registration for an eight week program.

Project REACH Coordinator - supervised 3 staff & volunteers for the Therapeutic Recreation program for mentally challenged - responsible for growing attendance to from 10 to 45 children per day 6 days per week.

Garden Grove Community Center Coordinator - the community center was rented for weddings, public and private meetings and events. Wrote contracts, took deposits, and scheduled the calendar. Also supervised facility staff for set-ups and take-downs.

EDUCATION

1978 - 1979 **Masters of Science in Recreation and Park Admisinstration**
Central Michigan University, Mt. Pleasant, Michigan
Recreation and Park Administration

1974 - 1978 **Bachelor of Science in Recreation and Park Administration**
Central Michigan University, Mt. Pleasant, Michigan
Minors: Business Administration, Psychology, Sociology

Appendix D

Green Market Co-op
Vendor Application/Agreement & Policies
For: Pinecrest Farmers Market
Contract Effective – 12/1/2015 – 11/30/2016
Phone: (786) 367-8274
E-mail: info@greenmarketco-op.org

Legal Name of Business: _____

Owners Name: _____ **Federal ID #(EIN) or SSN:** _____

Business Phone: _____ **Cell Phone:** _____

Business Address: _____

City: _____ **State:** _____ **Zip:** _____

Email: _____ **Website:** _____

Emergency Contact Name & Phone Number: _____

Attendance: (check one) ___ **Weekly** ___ **Bi-monthly** ___ **Monthly**

VENDOR APPLICATION

Vendors need to have their completed applications submitted via email to info@greenmarketco-op.org or via mail to Green Market Co-op PO Box 558714, Miami, FL 33255-8714 PRIOR to market attendance.

A $50.00 NON-REFUNDABLE application fee is required with submitted vendor application.

- Payable via credit card or PayPal (plus a $5.00 administrative fee).
- If your application is APPROVED, the $50 application fee will be credited AFTER four (4) market attendances.
- Application fee is forfeited if:
  - Vendor application is denied for any reason.
  - Vendor does not participate within two (2) weeks of approval.
  - Vendor does not complete all application requirements within four (4) weeks.

A vendor application must be completed each season and is valid for the duration of the current market season only.

- Current and active vendors are not required to submit a vendor application fee with their annual application.

Green Market Co-op will evaluate and give preference to all applications based on but not limited to the following:

- Local, county or state businesses
- Sustainable / organic / healthy / environmentally friendly products
- Artisan / hand-made / locally produced products
- Number of vendors in same or similar category

VENDOR LICENSING & PERMIT REQUIREMENTS

*****Vendors are required to supply copies of applicable registrations, certificates, licenses and permits.*****

REQUIRED:

- ❑ Florida Incorporation, Sole Proprietor, Fictitious Name, D/B/A
- ❑ EIN Federal Employer Identification Number or Social Security Number
- ❑ Local County/City Business Tax Receipt (Occupational Lic.)
- ❑ Florida Annual Resale Certificate For Sales Tax.

WHERE APPLICABLE:

- ❑ FDACS Permit – Department of Agriculture – growers, nurseries, pre-packaged foods, bakery, mobile food
- ❑ DBPR License – Department of Business & Professional Regulations – prepared foods

- Please note that all required permits/licenses must be in place PRIOR to market attendance.
- Vendors are responsible for collecting and paying their own sales tax if applicable.

VENDOR ELIGIBILITY

Selling privileges at the Pinecrest Farmers Market are extended to bona fide growers, farmers, artisans, and small businesses in the South Florida area.

- Green Market Co-op management will determine the number of vendors per category.
- **There is <u>NO EXCLUSIVITY</u>; however, products of the same type will be limited.**

VENDOR CONDUCT

- NO SMOKING, PERSONAL VAPORIZERS or E-CIGARETTES are permitted within market area, including under vendor tents.
- NO SOLICITATION
- State of Florida food & health regulations are to be adhered to - food storage, handling and serving.
- Vendors must wear shirts and shoes at all times within market area.
- Vendor pets are NOT allowed at market, under vendor tent(s), or in parking area.
- Vendors MUST act professionally with patrons, Green Market Co-op management/staff & fellow vendors.
- Alcoholic beverages or illegal drug consumption is not allowed in market/parking area.

PRODUCT / VENDOR ELIGIBILITY

- **FARMERS, GROWERS & RESELLERS** – Preference given to organic, local, county & state growers.
- **DAIRY, MEAT, POULTRY, SEAFOOD – FDACS permit required.**
  Unpasteurized milk, cheese, butter, yogurt, ice cream. Fresh, smoked/cured meat and poultry products (grass-fed & organic preference). Fresh seafood, fish and shellfish; No cutting on site.
- **BAKERY, CONFECTIONARY – FDACS permit required.**
  Breads (sourdough, specialty, ethnic, flatbreads, etc.), pastries, cookies, pies, cakes, bagels, muffins, sweets.
- **PREPARED FOODS & BEVERAGES – DBPR License required.**
  Coffees, smoothies, fresh squeezed fruit & vegetable juices, teas, breakfast, lunch, snacks that are fresh, healthy, low fat and high quality. Menu will be presented each season for review and approval.
- **ARTISAN FOODS – FDACS permit required.**
  Pasta, sauce, ethnic specialties, jam, jelly, relish, salsa, infused vinegar, oil, olives, pickles, nuts, etc.
- **HOME AND GARDEN** – Soy candles, soaps, kitchen/garden tools, house wares, etc.
- **PLANTS & FLOWERS – FDACS Division of Plant Industry license.**
  Tropical and fruit trees, fresh-cut flowers showing no deterioration or age, potted plants, fresh herbs.
- **HEALTH & BEAUTY** – Supplements, skin care, soaps, and essential oils.
- **PETS** – Pet food, treats and accessories.
- **ARTS & CRAFTS** – Related to home, garden, kitchen, and food.

PRODUCT REQUIREMENTS

- Vendors are required to use eco-friendly or biodegradable options for grocery bags, food containers, beverage cups, utensils, and product packaging.
- No STYROFOAM products are allowed at the market.
- Green Market Co-op management must approve all products, prior to selling.
- Any vendor selling item(s) not listed below and not approved must stop selling those item(s) immediately.
- To add a product(s) during the season, a written request must be submitted for review.

*****Submit (1) non-returnable photograph of your product(s).**

VENDOR PLACEMENT & AREA

- Green Market Co-op management will assign vendor spaces weekly.
- Vendor placement will be at the discretion of Green Market Co-op management. Placement will be based on market attendance, tenure, product sensitivity, product likeness, and electrical requirement.
- Vendors may be subject to relocation.
- Vendors may expect to lose their relative placement in the market, when taking absence.
- Vendor spaces are 10 x 10 feet squared. No half spaces will be allotted.
- It is the vendor's responsibility to supply all of the following:
    - WHITE tent(s) and tent weights MANDATORY – minimum of four 10 lb. weights
    - Identifying banner MANDATORY and display materials, products must have prices posted.
    - Tables, table-skirts - MANDATORY and must reach the ground
    - At least one trash receptacle and garbage liners - for vendor trash
- Tables, signage, and vendor displays must be inside vendor tent area and should be set up in a manner so as not to impede the flow of foot traffic through the market area nor to impede on other vendors.
- If it is determined by Green Market Co-op management that a vendor's display is detracting from the overall market appearance, a change or improvement will be required.
- No subletting or sharing of space/tent is permitted.
- All business transactions must take place within vendor tent area.

Please describe your setup: (Tent – Quantity). ***Submit (1) non-returnable photograph.**

_____

_____

SET-UP / BREAK-DOWN / CLEAN-UP

- SET-UP begins at 7:00 a.m.
- Vehicles may enter the market area to unload and then must be removed within 30 minutes.
- All vehicles must be removed from market area by 8:30 a.m. and Pinecrest Gardens' parking lots by 9:00 a.m.
- Vendors may sell their products between 9:00 a.m. - 2:00 p.m.
- Vendors are asked to be set-up by 8:30 a.m.
- BREAK-DOWN – begins at 2:00 p.m.
- Vehicles will not be allowed to enter market area for loading until 2:30 p.m.
- CLEAN-UP – **Vendors are responsible for removal of all trash related to their tent.** All debris, boxes, vegetables, food, flower trimmings, or other materials must be cleaned up and removed from market area.
- **Vendors are NOT to use public trash receptacles.**
- Failure to comply with any of these set-up, break-down, and clean-up policies will result in a $20.00 fine per incident (plus a $5.00 administrative fee if paid by credit card or PayPal), which must be paid before the next market date.
- All vendors MUST be finished breaking down and off premises by 4:00 p.m.

ELECTRICITY

Spaces with electrical access are limited. Vendors who need electricity must make a request on this application. Electricity will be available, as it exists currently within the market area. Neither Green Market Co-op nor the Village of Pinecrest will provide any further alterations or upgrades.

- Only those electrical items listed below and approved will be permitted to operate.
- Electricity is limited to one (1) 110 volt outlet per vendor.
- Vendors must use heavy-duty grounded extension cords and be labeled with vendor name.
- Extension cords are NOT allowed across walkways on the ground. NO EXCEPTIONS.
- NO more than TWO (2) approved electrical appliances per vendor.
- NO GENERATORS of any type are allowed to be operated at the market.
- Vendor will forfeit electrical access privileges, if power is short-circuited due to overloading.
- Power outages at market site are beyond Green Market Co-op's control. If power is lost and not repairable, vendor fees will not be refunded nor credited.

ELECTRICAL REQUIREMENTS - Electricity limited to one (1) 110 volt outlet per vendor.

EQUIPMENT	USE	VOLTS	AMPS / WATTS

VEHICLE REGULATIONS

- **Vendors are required to park their vehicle(s) off site as designated by the Village of Pinecrest.**
- Vendors are **NOT** allowed to park in the Pinecrest Gardens parking lot.
- Vehicle danger to patrons and vendors will result in termination of participation in the market.

List all vehicles (cars, trucks, trailers):

MAKE	MODEL	COLOR	TAG #

VENDOR FEES

- **See attached schedule for vendor fees.**
- Vendor fees are paid weekly.
- Full payment MUST be received by 5:00 PM WEDNESDAY of each week.
- Fees received AFTER 5:00 PM WEDNESDAY, will incur a $10.00 LATE FEE.
- Fees received ON MARKET DAY, will incur a $20.00 LATE FEE.
- 7% Florida Sales Tax will be added to all vendor fees.
- Discounts for advanced or season pre-payment will not be provided.
- Payments may be made by: Cash, Money Order, Credit Card, or PayPal Invoice
    - At Green Market Co-op Information Tent - the Sunday prior to the next market
    - By CREDIT CARD or PAYPAL INVOICE - by Wednesday prior to the next market
        - All credit card and PayPal payments will incur a $5.00 administrative per weekly vendor fee.

CANCELLATION POLICY

- Market will operate rain or shine. Fee credits based on weather or market attendance will **NOT** be given.
- **NO RAIN CREDIT OR DISCOUNT.**
- Flooding Fee Credit: Tent spaces which become flooded (minimum of one inch of water – photo documentation required) will receive a flat fee credit:
    - Flooding credit will be based upon weekly rent to Village of Pinecrest, vendors in attendance, and number of flooded spaces - to be determined and negotiated by Green Market & Village of Pinecrest.
    - This credit does not apply to produce vendors.
- Lightening Policy: As per the Village of Pinecrest in the event of inclement weather, ALL market activities will be suspended and vendors will be required to take cover within Pinecrest Gardens or Pinecrest Community Center, until market activities are re-opened.
- Green Market Co-op reserves the right to cancel any market due to tropical storms or hurricanes.
- Vendors must notify Green Market Co-op management by Friday at 9:00 AM (phone call/voice mail/email message is required) if vendor will not be able to attend that Sunday's market, and vendor fees will credited to the NEXT market date ONLY.
- Fees will be forfeited if cancellation is not made FORTY EIGHT (48) HOURS IN ADVANCE.
- NO REIMBURSEMENT will be made for fees paid in advance, if vendor decides to no longer participate or whose participation has resulted in termination.

ENFORCEMENT OF & MISCELLANEOUS POLICIES

- Enforcement of all policies in this document, will be made at Green Market Co-op's discretion. Rules are subject to change without advance notice. Addendums will subsequently be considered part of this document.
- Violation of policies in this document, will result in termination of vendor participation with no reimbursement.
- Green Market Co-op reserves the right to allow 2014-2015 Pinecrest Farmers Market vendors certain conditions (to be approved), not stated within this agreement.
- Green Market Co-op reserves the right to replace vendors who do not participate on a consistent basis.
- Grievances must be submitted in writing to Green Market Co-op management for resolution. Resolution or response will be made within two (2) weeks.

VENDOR GENERAL LIABILITY INSURANCE

Green Market Co-op has General Liability Insurance in the amount of $1,000,000 pursuant to contract requirements of the Village of Pinecrest. **This insurance only protects Green Market Co-op and the Village of Pinecrest.**

REQUIRED COMMERCIAL GENERAL LIABILITY COVERAGE

Each Occurrence Limit	$1,000,000
General Aggregate Limit	$2,000,000
Products/Completed Operations Aggregate Limit	Included
Personal and Advertising Injury	$1,000,000
Damage to Premises Rented by You Limit	$100,000 - Any One Premises
Medical Expense Limit	$5,000 - Any One Person

Vendors are **REQUIRED** to provide proof of individually attained General Liability Insurance **PRIOR TO PARTICIPATION**, in the form of a Certificate(s) of Insurance, that covers property damage, personal injury and product liability in the above referenced amounts.

ADDING BOTH as an ADDITIONAL INSURED

Green Market Co-op (PO Box 558714, Miami, FL 33255)
Village of Pinecrest (11000 S. Red Road, Pinecrest, FL 33156)

RIGHT OF SUBROGATION & REIMBURSEMENT

Green Market Co-op reserves the right of subrogation and reimbursement/recovery.

To the extent Green Market Co-op provides, pays or incurs expenses on behalf of a vendor for which the vendor would otherwise be obligated, Green Market Co-op reserves the right to recover the value of those expenses from vendor, any person, entity, organization or insurer, including your own insurer and any underinsured or uninsured coverage, that may be legally obligated to pay for the value of those benefits or expenses.

The amount of Green Market Co-op's subrogation and reimbursement/recovery rights shall equal the total amount Green Market Co-op pays on behalf of the vendor in order to satisfy a legal obligation of the vendor.

Green Market Co-op's right of subrogation and reimbursement/recovery hereunder shall have priority over the subrogation or reimbursement rights of the vendor or any third party.

Furthermore, Green Market Co-op shall not bear any costs, expenses or attorney fees incurred by you, your beneficiary or personal representative in the prosecution of any claim or subrogation, or reimbursement/recovery. This provision is intended to and does supersede the "make-whole" rule, which might otherwise require that you be "made whole" before Green Market Co-op may be entitled to assert its right of subrogation and reimbursement/recovery.

Farmers Market Indemnification:
Green Market Co-op and its representatives shall have no obligation or liability with respect to this application or the vendor selection and award process contemplated hereunder. Neither Green Market Co-op nor its representatives warrant or represent that any award or recommendation will be made as a result of accepting applications and further make no representation as to the exclusivity of any vendor selection. Green Market Co-op makes no warranty or representation that any application conforming to these requirements will be selected for consideration or approval. Green Market Co-op may accept or reject any applications, may select one or more vendors for a specific selection, may cancel the selection and any such action or other action taken by Green Market Co-op in response to applications submitted or in making a selection or failure or refusal to make any selection shall be without any liability on the part of Green Market Co-op or its representatives.

The Applicant jointly and severally, heirs, representatives, executors, administrations, or any other persons acting on said behalf or in behalf of said estate hereby hold harmless, indemnify and defend and forever discharge the Green Market Co-op, its representatives, board of directors, officers, agents, affiliates, employees, the administration and elected and appointed officials from and against all liability, suits, actions, claims, costs, expenses or demands (including, without limitation, suits, actions, claims, costs, expenses or demands resulting from death, personal injury and property damage) or expenses of every kind and character, including reasonable attorney's fees, costs and appeals, arising or resulting in whole or in part, as a result of any tort, intentional action, negligent acts or omissions on the part of the Applicant or any of the participants as outlined in this application. This indemnification provision shall survive the termination of this contract and shall be in full force and effect beyond the term or termination of this contract, however, terminated.

Any vendor applicant who submits an application fully acknowledges all the provisions of this Disclosure and Disclaimer and agrees to be bound by the terms hereof.

I have read and understand the terms and conditions described in this **Application/Agreement & Policies** document.
I have also reviewed each policy, indicating that I agree to abide by said policies. Further, I understand that any violations of these policies or hazards will result in immediate termination of vendor participation in the market.

_____

Business Name | Applicant's Name (Print)

_____

Signature of Authorized Agent or Applicant | Date

Appendix E

Green Market Co-op Vendor Fee Schedule 2015-2016

Pinecrest Farmers Market	Vendor Fee includes sales tax	Pinecrest Rent
November 1, 2015	$65	$1,000
November 8, 2015	$65	$1,000
November 15, 2015	$65	$1,000
November 22, 2015	$65	$1,000
November 29, 2015	$65	$1,000
December 6, 2015	$65	$1,400
December 13, 2015	$65	$1,400
December 20, 2015	$65	$1,400
December 27, 2015	$65	$1,400
January 3, 2016	$65	$1,400
January 10, 2016	$65	$1,400
January 17, 2016	$65	$1,400
January 24, 2016	$65	$1,400
January 31, 2016	$65	$1,400
February 7, 2016	$65	$1,400
February 14, 2016	$65	$1,400
February 21, 2016	$65	$1,400
February 28, 2016	$65	$1,400
March 6, 2016	$65	$1,400
March 13, 2016	$65	$1,400
March 20, 2016	$65	$1,400
March 27, 2016	$46	$500
April 3, 2016	$65	$1,400
April 10, 2016	$65	$1,400
April 17, 2016	$65	$1,400
April 24, 2016	$65	$1,400

Pinecrest Farmers Market	Vendor Fee includes sales tax	Pinecrest Rent
May 1, 2016	$46	$500
May 8, 2016	$46	$500
May 15, 2016	$46	$500
May 22, 2016	$46	$500
May 29, 2016	$46	$500
June 5, 2016	$46	$500
June 12, 2016	$46	$500
June 19, 2016	$46	$500
June 26, 2016	$46	$500
July 3, 2016	$46	$500
July 10, 2016	$46	$500
July 17, 2016	$46	$500
July 24, 2016	$46	$500
July 31, 2016	$46	$500
August 7, 2016	$46	$500
August 14, 2016	$46	$500
August 21, 2016	$46	$500
August 28, 2016	$46	$500
September 4, 2016	$46	$500
September 11, 2016	$46	$500
September 18, 2016	$46	$500
September 25, 2016	$46	$500
October 2, 2016	$46	$500
October 9, 2016	$46	$500
October 16, 2016	$46	$500
October 23, 2016	$46	$500
October 30, 2016	$46	$500

***Produce Vendors - fee $35 + tax per tent**

**** 7% Florida Sales Tax has been included in vendor fees.**

***** January 10th - Fine Arts Festival - additional charges to vendors will be applied if required to transport to Pinecrest Elementary**

****** March 27th Easter Proposed Fee**

******* April 17th Earth Day - additional charges to vendors will be applied if required to transport to Pinecrest Elementary**

Appendix F

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Pinecrest Farmers Market
2015-2016

69 Slots

#	GARDEN ISLE	#	MIDDLE ISLE	#	PARKING ISLE
100	**Tables & Seating**	200	**Tables & Seating**		
101	**Tables & Seating**	201	**Tables & Seating**	301	
102	**Tables & Seating**	202	**Tables & Seating**	302	
103	**Tables & Seating**	203	**PASS**	303	
104	**Tables & Seating**	204	**PASS**	304	
105	**Green Market Information**	205		305	
106	**Green Market Information**	206		306	
107		207		307	
108		208		308	
109		209		309	
110		210	**1 TRASH**	310	
111		211		311	
112		212		312	
113		213		313	
114		214		314	
115		215		315	
116		216	**1 TRASH**	316	
117		217		317	
118		218		318	
119		219		319	
120		220		320	
121	**COMMUNITY TABLE**	221		321	
122		222	**1 TRASH**	322	
123		223		323	
124		224		324	
125		225		325	
126		226		326	

Appendix G

Pinecrest Farmers Market
2015-2016 PROJECTED Operating Budget

Revenue			
Vendor Fees - Sales tax not included			$ 144,171.25
Expenditures		**Per Year**	
Village of Pinecrest Rent			$ (46,500.00)
Liability Insurance - Annually	$ 1,500.00	1	$ (1,500.00)
Management Staff (2)	$ 6,030.00	12	$ (72,360.00)
Rent - Warehouse/Office	$ 1,100.00	12	$ (13,200.00)
Utilities	$ 100.00	12	$ (1,200.00)
Telephone	$ 100.00	12	$ (1,200.00)
Misc. Printing	$ 150.00	12	$ (1,800.00)
Misc. Signage	$ 1,000.00	1	$ (1,000.00)
Website with maintenance	$ 800.00	1	$ (800.00)
Email Communication	$ 35.00	12	$ (420.00)
Accounting & Legal Fees	$ 300.00	12	$ (3,600.00)
Market Supplies & Trash Bags	$ 45.00	12	$ (540.00)
Total Expenditures			**$ (144,120.00)**
Profit			**$ 51.25**

VENDOR REVENUE	# of Vendors	Fee/Week	Vendor Revenue	Pinecrest Rent	Net	Weekly Net
November 1, 2015	45	$60.75	$2,733.75	$1,000.00	$1,733.75	
	10	$35.00	$350.00		$350.00	$2,083.75
November 8, 2015	45	$60.75	$2,733.75	$1,000.00	$1,733.75	
	10	$35.00	$350.00		$350.00	$2,083.75
November 15, 2015	45	$60.75	$2,733.75	$1,000.00	$1,733.75	
	10	$35.00	$350.00		$350.00	$2,083.75
November 22, 2015	45	$60.75	$2,733.75	$1,000.00	$1,733.75	
	10	$35.00	$350.00		$350.00	$2,083.75
November 29, 2015	45	$60.75	$2,733.75	$1,000.00	$1,733.75	
	10	$35.00	$350.00		$350.00	$2,083.75
December 6, 2015	50	$60.75	$3,037.50	$1,400.00	$1,637.50	
	14	$35.00	$490.00		$490.00	$2,127.50
December 13, 2015	50	$60.75	$3,037.50	$1,400.00	$1,637.50	
	14	$35.00	$490.00		$490.00	$2,127.50
December 20, 2015	50	$60.75	$3,037.50	$1,400.00	$1,637.50	
	10	$35.00	$350.00		$350.00	$1,987.50
December 27, 2015	40	$60.75	$2,430.00	$1,400.00	$1,030.00	
	10	$35.00	$350.00		$350.00	$1,380.00
January 3, 2016	50	$60.75	$3,037.50	$1,400.00	$1,637.50	
	16	$35.00	$560.00		$560.00	$2,197.50
January 10, 2016	50	$60.75	$3,037.50	$1,400.00	$1,637.50	
	16	$35.00	$560.00		$560.00	$2,197.50
January 17, 2016	50	$60.75	$3,037.50	$1,400.00	$1,637.50	
	16	$35.00	$560.00		$560.00	$2,197.50
January 24, 2016	50	$60.75	$3,037.50	$1,400.00	$1,637.50	
	16	$35.00	$560.00		$560.00	$2,197.50
January 31, 2016	50	$60.75	$3,037.50	$1,400.00	$1,637.50	
	16	$35.00	$560.00		$560.00	$2,197.50
February 7, 2016	50	$60.75	$3,037.50	$1,400.00	$1,637.50	
	16	$35.00	$560.00		$560.00	$2,197.50
February 14, 2016	50	$60.75	$3,037.50	$1,400.00	$1,637.50	
	16	$35.00	$560.00		$560.00	$2,197.50
February 21, 2016	50	$60.75	$3,037.50	$1,400.00	$1,637.50	
	16	$35.00	$560.00		$560.00	$2,197.50
February 28, 2016	50	$60.75	$3,037.50	$1,400.00	$1,637.50	
	16	$35.00	$560.00		$560.00	$2,197.50
March 6, 2016	50	$60.75	$3,037.50	$1,400.00	$1,637.50	
	16	$35.00	$560.00		$560.00	$2,197.50
March 13, 2016	50	$60.75	$3,037.50	$1,400.00	$1,637.50	
	16	$35.00	$560.00		$560.00	$2,197.50
March 20, 2016	50	$60.75	$3,037.50	$1,400.00	$1,637.50	
	16	$35.00	$560.00		$560.00	$2,197.50
March 27, 2016	35	$43.00	$1,505.00	$500.00	$1,005.00	
	14	$35.00	$490.00		$490.00	$1,495.00
April 3, 2016	50	$60.75	$3,037.50	$1,400.00	$1,637.50	
	16	$35.00	$560.00		$560.00	$2,197.50
April 10, 2016	50	$60.75	$3,037.50	$1,400.00	$1,637.50	
	16	$35.00	$560.00		$560.00	$2,197.50
April 17, 2016	50	$60.75	$3,037.50	$1,400.00	$1,637.50	
	16	$35.00	$560.00		$560.00	$2,197.50
April 24, 2016	50	$60.75	$3,037.50	$1,400.00	$1,637.50	
	16	$35.00	$560.00		$560.00	$2,197.50

VENDOR REVENUE	# of Vendors	Fee/Week	Vendor Revenue	Pinecrest Rent	Net	Weekly Net
May 1, 2016	45	$43.00	$1,935.00	$500.00	$1,435.00	
	10	$35.00	$350.00		$350.00	$1,785.00
May 8, 2016	45	$43.00	$1,935.00	$500.00	$1,435.00	
	10	$35.00	$350.00		$350.00	$1,785.00
May 15, 2016	45	$43.00	$1,935.00	$500.00	$1,435.00	
	10	$35.00	$350.00		$350.00	$1,785.00
May 22, 2016	45	$43.00	$1,935.00	$500.00	$1,435.00	
	10	$35.00	$350.00		$350.00	$1,785.00
May 29, 2016	45	$43.00	$1,935.00	$500.00	$1,435.00	
	10	$35.00	$350.00		$350.00	$1,785.00
June 5, 2016	40	$43.00	$1,720.00	$500.00	$1,220.00	
	10	$35.00	$350.00		$350.00	$1,570.00
June 12, 2016	40	$43.00	$1,720.00	$500.00	$1,220.00	
	10	$35.00	$350.00		$350.00	$1,570.00
June 19, 2016	40	$43.00	$1,720.00	$500.00	$1,220.00	
	10	$35.00	$350.00		$350.00	$1,570.00
June 26, 2016	40	$43.00	$1,720.00	$500.00	$1,220.00	
	10	$35.00	$350.00		$350.00	$1,570.00
July 3, 2016	30	$43.00	$1,290.00	$500.00	$790.00	
	7	$35.00	$245.00		$245.00	$1,035.00
July 10, 2016	40	$43.00	$1,720.00	$500.00	$1,220.00	
	10	$35.00	$350.00		$350.00	$1,570.00
July 17, 2016	40	$43.00	$1,720.00	$500.00	$1,220.00	
	10	$35.00	$350.00		$350.00	$1,570.00
July 24, 2016	40	$43.00	$1,720.00	$500.00	$1,220.00	
	10	$35.00	$350.00		$350.00	$1,570.00
July 31, 2016	40	$43.00	$1,720.00	$500.00	$1,220.00	
	10	$35.00	$350.00		$350.00	$1,570.00
August 7, 2016	40	$43.00	$1,720.00	$500.00	$1,220.00	
	9	$35.00	$315.00		$315.00	$1,535.00
August 14, 2016	40	$43.00	$1,720.00	$500.00	$1,220.00	
	9	$35.00	$315.00		$315.00	$1,535.00
August 21, 2016	40	$43.00	$1,720.00	$500.00	$1,220.00	
	9	$35.00	$315.00		$315.00	$1,535.00
August 28, 2016	40	$43.00	$1,720.00	$500.00	$1,220.00	
	9	$35.00	$315.00		$315.00	$1,535.00
September 4, 2016	40	$43.00	$1,720.00	$500.00	$1,220.00	
	9	$35.00	$315.00		$315.00	$1,535.00
September 11, 2016	40	$43.00	$1,720.00	$500.00	$1,220.00	
	9	$35.00	$315.00		$315.00	$1,535.00
September 18, 2016	40	$43.00	$1,720.00	$500.00	$1,220.00	
	9	$35.00	$315.00		$315.00	$1,535.00
September 25, 2016	40	$43.00	$1,720.00	$500.00	$1,220.00	
	9	$35.00	$315.00		$315.00	$1,535.00
October 2, 2016	40	$43.00	$1,720.00	$500.00	$1,220.00	
	9	$35.00	$315.00		$315.00	$1,535.00
October 9, 2016	40	$43.00	$1,720.00	$500.00	$1,220.00	
	9	$35.00	$315.00		$315.00	$1,535.00
October 16, 2016	40	$43.00	$1,720.00	$500.00	$1,220.00	
	9	$35.00	$315.00		$315.00	$1,535.00
October 23, 2016	40	$43.00	$1,720.00	$500.00	$1,220.00	
	9	$35.00	$315.00		$315.00	$1,535.00
October 30, 2016	40	$43.00	$1,720.00	$500.00	$1,220.00	
	9	$35.00	$315.00		$315.00	$1,535.00
			$144,171.25	$46,500.00		$95,636.25

TAB 14

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RESOLUTION NO. 2016-

A RESOLUTION OF THE VILLAGE OF PINECREST, FLORIDA, SUPPORTING A TRANSIT COMPONENT AS PART OF THE DEVELOPMENT OF THE LUDLAM TRAIL; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, railroad tracks constructed for Henry Flagler's railroad in the 1920s and decommissioned by the Florida East Coast Railway in 2002 are proposed to be preserved as a 72-acre linear park (Ludlam Trail) stretching 6.2 miles from Miami International Airport to the Dadeland North Station at Pinecrest's edge; and

WHEREAS, the Village Council adopted Resolution 2014-61 expressing support for the development of Ludlam Trail and encouraging the Miami-Dade Board of County Commissioners to explore the feasibility of a transit component compatible with the trail; and

WHEREAS, a transit component, utilizing the latest technology for abating noise and pollution issues, would provide a vital transit corridor to ease the county's traffic woes;

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

Section 1. That the Village Council hereby expresses support for inclusion of a transit component as part of the planning and development of the proposed Ludlam Trail.

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

PASSED AND ADOPTED this 16th day of February, 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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TAB 15

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RESOLUTION NO. 2016-____

A RESOLUTION OF THE VILLAGE OF PINECREST, FLORIDA, IMPLEMENTING PERFORMANCE MEASURES TO ACHIEVE ELIGIBILITY FOR COMMUNITY RATING SYSTEM; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village of Pinecrest has been a National Flood Insurance Program (NFIP) participant in good standing since October 13, 1998, and seeks to improve its flood resiliency by participating in the Community Rating System (CRS); and

WHEREAS, Village of Pinecrest has designated special flood hazard areas on NFIP flood insurance rate maps that were adopted on September 11, 2009, and the community has has greater than 100 flood policies.; and

WHEREAS, the Village of Pinecrest has reviewed and re-dedicated itself to meeting all requirements for joining the NFIP that it adopted by Resolution when it first joined the voluntary NFIP; and

WHEREAS, the Village of Pinecrest has been determined to be compliant by the Florida Division of Emergency Management by virtue of a Community Assistance Visit that was closed on 2/3/2016; and

WHEREAS, the Village of Pinecrest has developed and is actively implementing "performance measures" to ensure that its floodplain management program meets and exceeds the minimum requirements of the NFIP; and

WHEREAS, it is the intent of this Village Council to participate in the CRS program and strive to exceed the minimum NFIP requirements set forth in Parts 59, 60, and 65 of the National Flood Insurance Program Regulations (Title 44 of the Code of Federal Regulations); and by implementing the Florida's unified minimum CRS credits will act to adopt additional measures that may improve its CRS rating;

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

Section 1. That the Village assures the State of Florida Division of Emergency Management and the Department of Homeland Security's Federal Emergency Management Agency (FEMA) that it will enact as necessary, and maintain in force in those areas having flood, or flood-related hazards, adequate land use and floodplain regulations with effective enforcement provisions necessary to implement an NFIP-compliant program and to implement the seven performance measures required to ensure consistency with enhanced performance measures to participate in the CRS program as referenced and incorporated herein; and

That the Village vests the floodplain administrator and his/her associates with the responsibility, authority and means to implement the following performance measures which are incorporated by reference and attached:

(1) Make recommendations with regard to adoption and amendment of a flood damage prevention ordinance based on the State model that is coordinated with the Florida Building Code,

(2) Conduct annual inspections of development in SFHAs to be reported annually that addresses identified compliance issues to be resolved through enforcement and mitigation to the maximum extent possible,

(3) Administer a flood zone permit application for regulating all development in SFHAs with procedures and checklists approved by State and Region IV,

(4) Ensure accurate completion of all elevation certificates before vertical construction and prior to issuance of certificates of occupancy,

(5) Annually disseminate letters to utility companies concerning tanks that must be elevated or anchored and new HVAC equipment that must be elevated above the BFE,

(6) Administer substantial improvement/damage determination procedures approved by State and Region IV staff and maintenance of permanent records of determinations,

(7) Provide DFIRMs or links to DFIRMs and elevation certificates on the community's website where feasible.

The Village of Pinecrest also agrees to take such other official action as may be reasonably necessary to carry out the objectives of the CRS program.

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

PASSED AND ADOPTED this 16th day of February, 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:

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

MEMORANDUM
Department of Building and Planning

DATE: February 10, 2016

TO: Yocelyn Galiano, ICMA-CM, LEED-GA
Village Manager

FROM: Stephen Olmsted, AICP, LEED-GA
Planning Director

RE: Community Rating System (CRS) - Resolution to Implement Performance Measures

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On April 15, 2015, designated staff of the State Floodplain Management Office (SFMO) visited the Village of Pinecrest for the purpose of conducting a "Community Assistance Visit". Completion of a Community Assistance Visit and satisfactory resolution of issues identified during the visit are a pre-requisite to joining the federal Community Rating System (CRS).

The Building and Planning Department was recently informed by the Florida Division of Emergency Management that the Village's application to join the Community Rating System could be expedited if the Village participates in the Community Rating System Pilot Program. As indicated in an attached program description, *"the Florida Division of Emergency Management is collaborating with the Federal Emergency Management Agency (FEMA) and the Insurance Services Office (ISO) on a unique CRS-CAV Pilot Program not available to other states".* One of the requirements for participation in the pilot Program is adoption of a resolution pledging to implement performance measures to achieve eligibility to join the Community Rating System.

The Building and Planning Department has prepared a resolution for the Village Council's consideration. Adoption of the resolution, one of the pre-requisites to participation in the CRS-CAV Pilot program, will allow the Building and Planning Program to continue facilitation and completion of all CRS program requirements in a timely manner. It is expected that completion of CRS program requirements will occur by May 2016, allowing for final recognition and acceptance into the CRS program in October 2016.

The Building and Planning Department anticipates a minimum initial CRS rating of 8 allowing for a 10% reduction in flood insurance premiums, resulting in a total combined savings to all Pinecrest residents of $71,318 (10% of all premiums combined). The average savings per insured household would be $64.95. As the CRS rating improves, flood insurance discounts increase by a factor of 5% for each improved rating. The department will continue in the development of programs and completion of items necessary for a higher rating of 7. In time, it is expected that a rating of 6 may be achieved.

Florida CRS Initiative

CRS-CAV Pilot Program

Enrolling Communities in the Community Rating System

NFIP/CRS

FLORIDA CRS INITIATIVE

SEVEN PERFORMANCE MEASURES

2015 - 2017

Bureau of Mitigation

Florida Division of Emergency Management

STATE OF FLORIDA

DIVISION OF EMERGENCY MANAGEMENT

RICK SCOTT
Governor

BRYAN W. KOON
Director

DATE: September 15, 2015

TO: Florida NFIP Communities Interested in the Community Rating System

FROM: Bryan Koon, Director

SUBJECT: Community Rating System Pilot Program

The Florida Division of Emergency Management is pleased to announce a pilot program to assist Florida communities with enrollment in the NFIP Community Rating System (CRS). The CRS program helps communities improve flood resiliency and rewards them by offering a discount on flood insurance premiums. This unique opportunity enables communities, assisted by the Division's CRS staff, to achieve streamlined participation in CRS.

The Division is collaborating with FEMA and the Insurance Services Office (ISO) on a unique *CRS-CAV Pilot Program* not available to other states. Over the next two years, the Division is committed to enrolling NFIP communities throughout the state in the CRS program. Division staff will schedule meetings with communities to evaluate the local floodplain management program, prescribe measures to improve floodplain management, discuss the pilot program, and conduct *CRS Quick Check* to estimate the CRS class level and total savings for the community.

The State developed a no-cost package of tools outlined in this manual, that when adopted and implemented by communities, will improve flood resiliency and enable communities to benefit from Florida's statewide uniform CRS credits. The uniform credits will allow communities to increase their number of CRS points which equates to additional savings for flood insurance policyholders. The Division staff is scheduling visits with communities each quarter to explain the program and offer assistance in joining the CRS.

The *CRS-CAV Pilot Program* offers a unique opportunity to your community to join the CRS program. I encourage you to review the items included in the packet of information and consider enrolling your community in the program. The Division stands ready to assist your staff to provide your community with the benefits of flood resiliency they richly deserve. The CRS team is scheduling visits for the next six months. Contact FDEM CRS program staff Josh Overmyer at 850.519.7955 or Josh.Overmyer@em.myflorida.com to schedule your community's visit.

For additional information on the program visit http://www.floridadisaster.org/mitigation/CRS/.

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Adopt State Model Flood Damage Prevention Ordinance

Performance Measure 2.....9
Conduct annual inspections in SFHAs, resolve compliance matters and annually report findings

Performance Measure 3.....15
Adopt and implement a flood zone permit application to regulate development in flood zones with procedures and checklists

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Verify accurate completion of all Elevation Certificates before vertical construction and prior to issuance of certificates of occupancy

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Disseminate letters annually to utility companies on tanks that must be elevated or anchored, and mechanical (HVAC) equipment that must be elevated above the Base Flood Elevation (BFE)

Performance Measure 6.....47
Develop and implement "Substantial Improvement/Substantial Damage" determination procedures approved by State and retain permanent records of determinations

Performance Measure 7.....61
On community websites, where feasible, provide digital Flood Insurance Rate Maps (DFIRMs) and Elevation Certificates (ECs) or links to DFIRMS and ECs

NFIP/CRS
FLORIDA CRS INITIATIVE

CRS-CAV Pilot Program to Enroll Communities in the Community Rating System

The Florida Division of Emergency Management (FDEM) is excited to announce that the Federal Emergency Management Agency (FEMA) has selected Florida to conduct a pilot program to enroll 100 new communities **into the Community Rating System (CRS) in 12-16 months. The pilot program is intended to encourage** communities to become more flood resilient by adopting *seven performance measures* which helps ensure that key regulatory standards of the National Flood Insurance Program (NFIP) are implemented as a condition for joining CRS.

Begun in 1990, CRS is a voluntary program that recognizes and encourages community floodplain management activities that exceed the minimum NFIP standards. These activities fall into four categories: Public Information, Mapping & Regulations, Flood Damage Reduction, and Warning & Response. The CRS is a points-based system, with each 500 points earned resulting in a 5% reduction in annual flood insurance premiums for the community's residents and property owners. Currently, 45% of Florida communities are enrolled in CRS, compared to 6% of communities nationwide.

The goals of the CRS program are to (1) reduce flood damage to insurable property, (2) strengthen and support the insurance aspects of the NFIP, and (3) encourage a comprehensive approach to floodplain management. The benefits of CRS are highlighted by the lower flood insurance premium costs, but other significant benefits of joining CRS include:

- Providing property owners in CRS communities with increased opportunities to learn about risk, evaluate their individual vulnerabilities, and take action to protect themselves, as well as their homes and businesses.
- Conducting CRS floodplain management activities that provide enhanced public safety, reduced damage to property and public infrastructure, and avoidance of economic disruption and loss.
- Evaluating the effectiveness of flood plain programs against a nationally-recognized benchmark.

As part of the pilot program, FDEM staff will met with the Insurance Services Office, Inc. (ISO) to identify and document Uniform Minimum Credits (UMC) that can be applied to every Florida community. As a result, every community in Florida that is eligible to enter the CRS program can do so with nearly 500 points already "in the bank". Points are available for activities such as participation in the County Local Mitigation Strategy, providing flood insurance rate map information, or performing drainage maintenance activities.

Each community must specify a CRS Coordinator to be a contact for the community's participation in CRS. Training is available for CRS Coordinators (Course E-278) at the Emergency Management Institute in Emmitsburg, Maryland. FDEM staff is working with the Florida Floodplain Managers Association to offer a field-deployed version (L-278) in Florida to support the Florida 100 pilot program.

For further information, communities may contact the DEM CRS Coordinator by calling 850.544.8383, or by emailing Mr. Danny Hinson at: danny.hinson@em.myflorida.com.

COMMUNITY SEAL, ADDRESS

RESOLUTION TO IMPLEMENT PERFORMANCE MEASURES

TO ACHIEVE ELIGIBILITY FOR COMMUNITY RATING SYSTEM

WHEREAS, the (*COMMUNITY*) has been a National Flood Insurance Program (NFIP) participant in good standing since (*DATE OF REGULAR ENROLLMENT)* , and seeks to improve its flood resiliency by participating in the Community Rating System (CRS); and,

WHEREAS, (*COMMUNITY*) has designated special flood hazard areas on NFIP flood insurance rate maps that were adopted on *DATES OF CURRENT FIRMs*, and the community has *NUMBER OF POLICIES* ; and,

WHEREAS, the (*COMMUNITY*) has reviewed and re-dedicated itself to meeting all requirements for joining the NFIP that it adopted by Resolution when it first joined the voluntary NFIP; and,

WHEREAS, the (*COMMUNITY*) has been determined to be compliant by the Florida Division of Emergency Management by virtue of a *SELECT A CONTACT TYPE* that was closed on *SELECT CLOSURE DATE*; and,

WHEREAS, the (*COMMUNITY*) has developed and is actively implementing "performance measures" to ensure that its floodplain management program meets and exceeds the minimum requirements of the NFIP; and,

WHEREAS, it is the intent of this (*COUNCIL or COMMISSION*) to participate in the CRS program and strive to exceed the minimum NFIP requirements set forth in Parts 59, 60, and 65 of the National Flood Insurance Program Regulations (Title 44 of the Code of Federal Regulations); and by implementing the Florida's unified minimum CRS credits will act to adopt additional measures that may improve its CRS rating;

NOW, THEREFORE, BE IT RESOLVED that this (*COUNCIL, or COMMISSIONERs*) hereby:

Assures the State of Florida Division of Emergency Management and the Department of Homeland Security's Federal Emergency Management Agency (FEMA) that it will enact as necessary, and maintain in force in those areas having flood, or flood-related hazards, adequate land use and floodplain regulations with effective enforcement provisions necessary to implement an NFIP-compliant program and to implement the seven performance measures required to ensure consistency with enhanced performance measures to participate in the CRS program as referenced and incorporated herein; and
Vests the (*COMMUNITY*) floodplain administrator and his/her associates with the responsibility,

Seven Performance Measures

That Must be Adopted to Enroll in CRS Under the Pilot Program

http://www.floridadisaster.org/mitigation/CRS-CAV-pilotprogram/

Performance Measure 1: Adopt State model flood damage prevention ordinance coordinated with the Florida Building Code and provide evidence that floodplain staff coordinate with the building official;

Performance Measure 2: Conduct annual inspections of development in special flood hazard areas and annually report identified compliance issues resolved through enforcement and mitigation to the maximum extent possible;

Performance Measure 3: Adopt and implement a flood zone permit application for regulating all development in special flood hazard areas with procedures and checklists approved by State and FEMA Region IV staff for use by the community;

Performance Measure 4: Verify accurate completion of all Elevation Certificates before vertical construction and prior to issuance of certificates of occupancy;

Performance Measure 5: Disseminate letters annually to utility companies concerning tanks that must be elevated or anchored, and heating, ventilation and air conditioning (HVAC) equipment that must be elevated above the Base Flood Elevation (BFE);

Performance Measure 6: Develop and implement "Substantial Improvement/Substantial Damage" determination procedures approved by State and Region IV staff and retention of permanent records of determinations; and,

Performance Measure 7: On community websites, where feasible, provide digital Flood Insurance Rate Maps (DFIRMs) and Elevation Certificates (ECs), or links to DFIRMS and ECs

Performance Measure 1

Adopt State Model Flood Damage Prevention Ordinance

To access and download Frequently Asked Questions, Instructions and Notes, and the fillable draft State Model flood damage prevention ordinances for communities with Zones A and V, and for communities with Zones A only click on:

http://www.floridadisaster.org/Mitigation/SFMP/lobc_resources.htm

Local Ordinance & Building Code Resources

Please review pertinent materials on this page for your local ordinance needs. After reviewing them, if you have questions or need further guidance, please email us at Flood.Ordinance@em.myflorida.com.

UPDATED! Frequently Asked Questions

Is action required? Are we required to use the FBC-coordinated model ordinance? Will DEM review our existing regulations for sufficiency? What are the most common mistakes communities make when working with the model? What about higher standards? And many more!

Local Ordinance Adoption Resources Final January 15, 2013 Documents

IMPORTANT: Use <track changes> to tailor the model ordinance for you community and send it to Flood.Ordinance@em.myflorida.com well in advance of your first reading.

- Communities with Both Zones A and Zones V
  - Instructions and Notes
  - Model Ordinance and Code Amendments
- Communities with Only Zones A
  - Instructions and Notes
  - Model Ordinance and Code Amendments
- NFIP Checklist (Comparing Model to NFIP Regulations)
- FEMA Approval of State Model Ordinance

Performance Measure 2

Conduct Annual Inspections in SFHAs, Resolve Compliance Matters and Annually Report Findings

FLOOD ZONES INSPECTIONS FORM

ANNUAL REPORT

Retain original with your CRS records and submit as part of annual recertification report.

Community Information	
Community Name:	County Name:
Date(s) of inspection:	Date of last inspection:
Name and Title of Lead Person Inspecting Flood zones: Email: Phone:	
Other inspectors:	Time Allocated for Inspections: (hours)
Ordinance Citation:	Date of most recent amendments:
Name and Title of Designated Floodplain Administrator: Email: Phone:	
FIRM Date:	Panel Numbers:
Flood Zones on FIRM: ☐ Zone A/AE ☐ Zone AO/AH ☐ Zone V/VE ☐ CAZ/LiMWA ☐ Floodway ☐ Other _____	
Higher Standards: Freeboard: ☐ No ☐ Yes (___ ft) Cumulative SI: ☐ No ☐ Yes (___ yrs) Enclosure Limits: _____(describe) Other: _____(describe)	Describe Areas of Community Inspected: List neighborhoods, quadrants of community, water features or flood prone areas inspected:
Inspection Summary ☐ Flood maps appear inaccurate (describe): ☐ Evidence of flooding since last inspection (describe):	
☐ **Attached Address Inspection Forms** Number of unpermitted development: _____ structures _____ Number of development issues resolved: _____ Number of structure issues resolved: _____ Number of unresolved development issues: _____ Number of structure issues un resolved: _____	

STATE OF FLORIDA / LOCAL GOVERNMENT
FLOODPLAIN MANAGEMENT PROGRAM

ADDRESS INSPECTION FORM

Property Information		
Date:	Community Name:	Community ID:
Address:	Type of Development:	
Visual Description of Property:		
Flood Zone:	FIRM Map Date:	FIRM Panel #

Requirement	**Yes**	**No**	**N/A**
Approx A-ZONE: Is the foundation 2' above lowest adjacent grades?			
AE-ZONE: Is the lowest floor elevated, or is non-residential or historic structures Floodproofed to or above the BFE?			
Regulatory Floodway: If structures are located in floodway, check permit files for No-Rise Determinations			
Are electrical and mechanical equipment above BFE?			
Are there flood openings no more than 1' above lowest adjacent grades?			
Are there enclosed areas below the BFE?			
Are areas below the BFE used solely for parking, access, or storage?			
Is there an attached garage below residential finished floor with flood openings no more than 1' above lowest adjacent grade?			
Was fill used to elevate home in A or AE zones?			
NON-RESIDENTIAL: Is the structure floodproofed?			
V-ZONE: Is the bottom of the lowest horizontal structural member of the lowest floor above the BFE?			
V-ZONE: Are enclosures below the lowest floor constructed with breakaway walls or left open?			

Notes:

Photos taken: Y N Number_____

Performance Measure 3

Adopt and implement a flood zone permit application form for regulating all development in special flood hazard areas with procedures and checklists

SPECIAL FLOOD HAZARD AREA

DEVELOPMENT APPLICATION

for all development not subject to the Florida Building Code
(including buildings and facilities exempt from the FBC)

Permit/Approval Number:

Identify the Proposed Development, check all that apply:

Filling ☐ Grading ☐ Road, Watercourse Crossing, Paving ☐ Excavation ☐ Drilling ☐ Mining ☐ Nonresidential farm building on farm ☐ Temporary building or shed for construction ☐ Manufactured Home ☐ Equipment Storage ☐ Materials Storage ☐ Tank Installation ☐ Water or sewer system ☐ Other site improvements/utilities ☐ Placement of Recreational Vehicle ☐ Fence, wall, sidewalk, driveway, deck, walkway, patio ☐ Pool ☐ Watercourse Alteration ☐ Other ☐ _____

NOTE: Buildings and structures associated with this development application must be separately permitted under the FBC; use the appropriate *Special Flood Hazard Area Building Permit Application Supplement.*

Describe proposed development:

Site plan attached? Yes ☐ No ☐ Must show extent of area impacted by proposed development, flood hazard area boundaries and flood zones, BFE, existing and proposed ground elevations as applicable to the development, and existing buildings.

Subdivision or proposal with more than 5 acres or more than 50 lots? Yes ☐ No ☐ If yes, and if SFHA has no BFE, see XXX.

For nonresidential farm buildings on farms, temporary buildings or sheds for construction, and manufactured homes, complete and attach the Building Permit Application Supplement for New Construction. Attached? Yes ☐ No ☐

Property Address:	Owner Name & Address: Agent Name:	Cost of Proposed Work: $
Section:	Township:	Range:
Lot:	Block:	Subdivision:
Contractor Name:	Contractor Address:	Contractor Phone:

Associated Building Permit Application Number, if applicable:

FIRM Panel Number:	FIRM Panel Date:
Flood Zone Designation: _____ In Floodway? Yes ☐ No ☐ *If yes, encroachment analysis required.* In CAZ/seaward of LiMWA? Yes ☐ No ☐ *If yes, determine if regulated as Zone V.* Seaward of CCCL? Yes ☐ No ☐ *If yes, require DEP permit.* In CoBRA or OPA? Yes ☐ No ☐ *If yes, Federal flood insurance is not available.*	Base Flood Elevation: _____ feet _____datum How determined? FIRM ☐ FIS Water Surface Elevations ☐ Unnumbered A Zone* ☐ (BFE = 2 ft above grade unless evidence indicates deeper) Applicant Prepared Flood Study (attached) ☐ FEMA Letter of Map Change (attached) ☐ Additional Community Flood Hazard Data? Yes ☐ No ☐

If Compensatory Storage locally adopted, is evidence of compensation attached? Yes ☐ No ☐ Not adopted ☐

Agreement by Owner or by Owner's Agent:
The undersigned hereby makes application to develop in a special flood hazard area. The development to be performed is described above and attached hereto. The undersigned agrees that all such work shall be done in accordance with the requirements of the local floodplain management ordinance and with all other applicable local, State and Federal regulations, including the *Florida Building Code*.

Date: _____ Signature: _____
Owner/Owner's Agent

SPECIAL FLOOD HAZARD AREA

DEVELOPMENT PLAN REVIEW CHECKLIST

for all development not subject to the Florida Building Code

Permit/Approval Number:

Identify the Proposed Development, check all that apply:

Filling ☐ Grading ☐ Road, Watercourse Crossing, Paving ☐ Excavation ☐ Drilling ☐ Mining ☐ Nonresidential farm building on farm ☐ Temporary building or shed for construction ☐ Manufactured Home ☐ Equipment Storage ☐ Materials Storage ☐ Tank Installation ☐ Water or sewer system ☐ Other site improvements/utilities ☐ Placement of Recreational Vehicle ☐ Fence, wall, sidewalk, driveway, deck, walkway, patio ☐ Pool ☐ Watercourse Alteration ☐ Other ☐ _____

NOTE: Buildings and structures associated with this development application must be separately permitted under the FBC; use the appropriate *Special Flood Hazard Area Building Permit Application Supplement.*

Initial & Date	Review Steps **[See actual requirements in floodplain management ordinance; descriptions below are intended only to guide review and must not be used to determine compliance with the actual requirements.]**
	Verify FIRM, flood hazard area/ floodway boundaries, base flood elevations, and map revisions and LOMRs issued by FEMA. Is flood hazard information in the application correct? ☐ NO, make corrections and return the application to applicant. ☐ YES, FLOODWAY. Require engineer's "no rise" analysis and supporting hydraulic data in file before continuing review. ☐ YES, in unnumbered Zone A (without BFE). Check other sources, use estimating methods, or require applicant to determine. Unless evidence of past flooding indicates otherwise, note BFE = 2 ft above grade. If parcel has more than 50 lots or is larger than 5 acres, has applicant included BFE data prepared in accordance with currently accepted engineering practice? Yes ☐ No ☐ If no, applicant must provide BFE. ☐ YES, in SFHA, but applicant has elevation data that shows natural site elevation above DFE. Advise applicant to obtain LOMA and submit copy for the file. ☐ YES, in shaded Zone X (500-year floodplain). Flood hazard area review not required; flood-resistance encouraged. ☐ YES, continue review.
	Site plan shows nature and scale of development, size and location of new construction and existing structures on the site, distances from lot lines, the established street grades and the proposed finished grades and, as applicable, flood hazard areas, floodways, LiMWA and design flood elevations. Site plans should be drawn in accordance with an accurate boundary line survey, unless waived. ☐ YES, continue review. ☐ NO, return to applicant to revise application and site plan.
	Can the proposed development be modified to avoid flood hazard areas? ☐ YES, explain flood hazards and make recommendations to modify proposal to minimize flood hazards and damage potential. ☐ NO, but can impacts be further minimized?
	Check compliance with floodplain management regulations: Temporary building or shed for construction anchored? ☐ Yes ☐ No Tanks elevated or anchored compliant? ☐ Yes ☐ No Pools compliant? ☐ Yes ☐ No
	Has the applicant provided copies of all necessary State and federal permits, e.g., wetlands? ☐ NO, advise applicant which agencies to contact. ☐ YES, require copies for the file.
	Has the applicant provided amount, type and source of fill material, and location, extent, amount and proposed grades of all filling, grading or excavation? Are fill areas minimized? If Compensatory Storage is required, is it shown on the plans?

SPECIAL FLOOD HAZARD AREA

PLAN REVIEW CHECKLIST NEW CONSTRUCTION (FBC, B and FBC, R) ZONE A

Building Permit Number:	
Initial & Date	**Review Steps** **[See actual requirements in FBC; descriptions below are intended only to guide review and must not be used to determine compliance with the actual requirements in the FBC.]**
	Verify FIRM, flood hazard area/ floodway boundaries, base flood elevations, and map revisions and LOMRs issued by FEMA. Is proposal in the flood hazard area and / or floodway? ☐ YES, must comply with flood resistant provisions of the Florida Building Code. ☐ YES, FLOODWAY. All residential structures (including Manufactured Housing units) must comply with ASCE 24. ☐ YES, FLOODWAY. Require engineer's "no rise" analysis and supporting hydraulic data in file before continuing review. ☐ YES, in SFHA without BFEs. Check other sources, use estimating methods, or require applicant to determine. If no evidence of deeper flooding, use 2 ft above grade as BFE. ☐ YES, in SFHA, but applicant has elevation data that shows natural site elevation above DFE. Advise applicant to obtain LOMA and submit copy for the file. ☐ YES, in Coastal A Zone (seaward of LiMWA or if designated by community; use Zone V Checklist if Zone V requirements are applied or if 6th Ed. FBC in effect). ☐ YES, in 500-year floodplain. Flood hazard area review not required; flood-resistance encouraged.
	Site plan shows nature of development proposal, showing to scale the size and location of new construction and existing structures on the site, distances from lot lines, the established street grades and the proposed finished grades and, as applicable, flood hazard areas, floodways, and design flood elevations; and it is drawn in accordance with an accurate boundary line survey. ☐ YES, continue review. ☐ NO, return to applicant to revise application and site plan.
	Can the proposed development be modified to avoid the flood hazard area? ☐ YES, explain flood hazards and make recommendations to modify proposal to minimize flood hazards and damage potential. ☐ NO, but can impacts be further minimized? Reduce fill? Site on higher ground?
	Has the applicant provided copies of all necessary State and federal permits, e.g., wetlands? ☐ NO, advise applicant which agencies to contact. ☐ YES, require copies for the file.
	Does the proposed development include installation of manufactured home or recreational vehicle, alteration of a watercourse, filling, grading, excavation, storage of equipment/materials, tank installation, land subdivision or other development activities that are not related to the structure, or structures exempt from the FBC? ☐ NO, continue review. ☐ YES, Applicant to complete and submit *SFHA Land Development Application*. Reviewer to complete *SFHA Land Development Checklist*.
	Are new structures proposed to be elevated to the DFE? Give applicant a blank FEMA Elevation Certificate. ☐ NO – STOP! A permit cannot be issued for non-elevated residential buildings. ☐ NO, non-residential buildings may be dry floodproofed (see design documentation requirements) ☐ YES, on fill. Basements into fill are not allowed. ☐ YES, on piers, pilings, or columns. ☐ YES, on solid foundation walls (see Enclosed areas below DFE).

SPECIAL FLOOD HAZARD AREA

PLAN REVIEW CHECKLIST NEW CONSTRUCTION (FBC, B and FBC, R) ZONE V

Building Permit Number:	
Initial & Date	**Review Steps** **[See actual requirements in FBC; descriptions below are intended only to guide review and must not be used to determine compliance with the actual requirements in the FBC.]**
	Is proposal in Coastal Barrier Resources Area (CoBRA) or Otherwise Protected Area? ☐ NO, continue review. ☐ YES, advise applicant that Federal flood insurance is not available, document to file, continue review (must comply with flood provisions).
	Verify FIRM, flood hazard area and zone boundaries, base flood elevations, and map revisions or LOMRs issued by FEMA. Is proposal in the Coastal Flood Hazard Area (Zone V)? ☐ NO, in "Coastal A Zone" (seaward of LiMWA or in area designated CAZ); refer to Zone A checklist if community does not regulate CAZ like Zone V or if 6th Ed. FBC not in effect). ☐ NO, in Zone A inland of Zone V or riverine Zone A - use Zone A checklist. ☐ YES, in Zone V, must comply with flood resistant provisions of the Florida Building Code.
	Site plan shows development proposal, showing to scale the size and location of new construction and existing structures on the site, distances from lot lines, the established street grades and the proposed finished grades and, as applicable, flood hazard areas, LiMWA, and design flood elevations; and it is drawn in accordance with an accurate boundary line survey. ☐ YES, continue review. ☐ NO, return to applicant to revise application and site plan.
	Is the proposed building landward of the reach of mean high water? ☐ YES, continue review. ☐ NO, permit shall not be approved.
	Can the proposed development be modified to avoid SFHA / Zone V or minimize exposure? ☐ YES, explain flood hazards and make recommendations to modify proposal to minimize flood hazards and damage potential. ☐ NO, can flood impacts be further minimized? Maximize setback from the water? Site on higher ground?
	Has the applicant provided copies of all necessary State and federal permits, e.g., wetlands, water management district, Florida Department of Health, Florida Department of Environmental Protection, coastal zone consistency? ☐ NO, advise applicant which agencies to contact. ☐ YES, require copies in the file.
	Will dunes or mangrove stands be altered? ☐ NO, continue review. ☐ YES, if applicable, require coastal zone consistency / State approval before continuing. ☐ YES, require analysis for the file indicating alteration will not increase potential flood damage.
	Is a pool proposed? Design requirements in ASCE 24. ☐ NO, continue review. ☐ YES, not attached to the building; continue review. ☐ YES, attached to the building. Continue review only if included in foundation design.

SPECIAL FLOOD HAZARD AREA

INSPECTION CHECKLIST NEW CONSTRUCTION, WORK ON EXISTING BUILDINGS, SI/SD, CONNECTED ADDITIONS (FBC, B and FBC, R)

ZONE A

Building Permit Number:	
Initial & Date	**Inspection Steps**
	Before site inspection: ☐ REVIEW permit file before going in the field. ☐ ASK permit reviewer questions to understand requirements.
	Measure stake out distances from waterway or landmark. Is development in the right place? Is fill the specified distance from waterway or landmark? ☐ NO, take enforcement action to correct problems.
	Foundation / Lowest Floor Inspection: Permittee submitted Elevation Certificate? ☐ YES, elevation of lowest floor checked during framing or foundation inspection after lowest floor is in place and prior to further vertical construction. ☐ NO, require permittee to submit Elevation Certificate.
	Electrical, mechanical, plumbing, heating / air conditioning components elevated? ☐ YES. ☐ NO, take enforcement action to correct problems.
	For enclosures below the DFE (including crawl spaces): Is enclosure at or above grade on at least one entire side? Are flood damage-resistant materials used? Does use of enclosure appear to be limited to parking, building access, or limited storage (and crawlspace)? Are flood openings no more than 12" above interior / exterior grade? Are there enough flood openings (based on net open area provided by the flood openings or certification of engineered openings), are the openings on at least two sides and do they allow automatic entry / exit of floodwater (air vents disabled in open position and not designed for seasonal covers)? ☐ YES. ☐ Building does not have enclosure below the lowest floor. ☐ NO, take enforcement action to correct problems.
	Final Inspection – Elevated Building: Permittee submitted as-built Elevation Certificate and review of document indicates it is correctly and fully completed? ☐ YES, perform final inspection; maintain copy of documentation of final elevations in permanent records. ☐ NO, require permittee to submit as-built Elevation Certificate and perform final inspection.
	Final Inspection – Dry Floodproofed Building. If removable shields, see ASCE 24 (Section 6.2.3 Limits on human intervention). Shields clearly marked for installation?
	Other Notes Based on Inspection:
	Issue Certificate of Occupancy only if final inspection shows compliance with flood hazard requirements. Certificate of Occupancy must contain a statement that documentation of the as-built lowest floor elevation has been provided and is retained in the records of the department. Put as-built Elevation Certificate and Floodproofing Certificate (if applicable) in permanent file.

FINAL INSPECTION COMPLETED BY: _____ DATE: _____

SPECIAL FLOOD HAZARD AREA

INSPECTION CHECKLIST NEW CONSTRUCTION, WORK ON EXISTING BUILDINGS, SI/SD, CONNECTED ADDITIONS (FBC, B and FBC, R)

ZONE V

Building Permit Number:	
Initial & Date	**Inspection Steps**
	Before site inspection: ☐ REVIEW permit file before going in the field. ☐ ASK permit reviewer questions to understand requirements.
	Measure stake out distances from landmark. Is development in the right place, and landward of the reach of mean high tide? ☐ NO, take enforcement action to correct problems. ☐ YES.
	Foundation / Lowest Floor Inspection: Permittee submitted Elevation Certificate? ☐ YES, elevation of the bottom of the lowest horizontal structural member of the lowest floor checked during framing or foundation inspection after lowest floor is in place and prior to further vertical construction. ☐ NO, require permittee to submit Elevation Certificate.
	For enclosures below DFE: Is enclosure with insect screening or lattice? Are walls breakaway, and no utilities attached to or penetrate breakaway walls? Are flood damage-resistant materials used? Does use of enclosure appear to be limited to parking, building access, or limited storage? ☐ YES. ☐ Building does not have enclosures. ☐ NO, take enforcement action to correct problems.
	Final Inspection: Permittee submitted as-built Elevation Certificate and review of document indicates it is correctly and fully completed? ☐ YES, perform final inspection; maintain copy of documentation of final elevations in permanent records. ☐ NO, require permittee to submit as-built Elevation Certificate and perform final inspection.
	Other Notes Based on Inspection:
	Issue Certificate of Occupancy only if final inspection shows compliance with flood hazard requirements. Certificate of Occupancy must contain a statement that documentation of the as-built lowest floor elevation has been provided and is retained in the records of the department. Put final Elevation Certificate in permanent file with V Zone Certificate.

FINAL INSPECTION COMPLETED BY: _____ DATE: _____

SPECIAL FLOOD HAZARD AREA

BUILDING PERMIT APPLICATION SUPPLEMENT

Building Permit Number:	
Property Address:	Owner Name: Agent Name:
FIRM Panel Number:	FIRM Panel Date:
Flood Zone Designation: _____ In Floodway? Yes ☐ No ☐ *If yes, encroachment analysis required.* In CAZ/seaward of LiMWA? Yes ☐ No ☐ *If yes, determine if regulated as Zone V.* Seaward of CCCL? Yes ☐ No ☐ *If yes, more restrictive requirements prevail.* In CoBRA or OPA? Yes ☐ No ☐ *If yes, Federal flood insurance is not available.*	Base Flood Elevation: _____ feet _____datum How determined? FIRM ☐ FIS Water Surface Elevations ☐ Unnumbered A Zone* ☐ (BFE = 2 ft above grade unless evidence indicates deeper) Applicant Prepared Flood Study (attached) ☐ FEMA Letter of Map Change (attached) ☐ Additional Community Flood Hazard Data? Yes ☐ No ☐
Community Higher Standards: (refer to local regulations and FBC amendments) Freeboard? Yes ☐ _____feet Enclosure? Yes ☐ _____(describe) CAZ? Yes ☐ _____(describe) Other? Yes ☐ _____(describe)	
☐ New Building Use and Occupancy: _____ Risk Category: _____ (see ASCE 24)	
☐ Existing Building. **Use Substantial Improvement / Substantial Damage Worksheet**	
DESIGN FLOOD ELEVATION:* **____ FEET ____DATUM**** *DFE = BFE if the community regulates based on FIRM. **Datum referenced in all design documents must be the same as FIRM datum (FBC, B Sec. 1603.1.7)	Proposed lowest floor elevation (A, AE, AH Zones): _____ feet above datum* *FEMA Form 086-0-33 Elevation Certificate required upon placement of lowest floor (prior to further vertical construction) and at final inspection. See FBC, B Sec. 107.3.5, Sec. 110.3 and Sec. 1612.5, and FBC, R322.1.10.* Proposed lowest horizontal structural member (V, VE Zones, Coastal A Zones) : _____ feet above datum* *Florida Zone V Design Certificate required with plans. FEMA Form 086-0-33 Elevation Certificate required upon placement of lowest floor (prior to further vertical construction) and at final inspection. See FBC, B Sec. 107.3.5, Sec. 110.3 and Sec. 1612.5, and FBC, R322.3.6.* Proposed dry floodproofed elevation: _____ feet above datum* *FEMA Form 086-0-34 Floodproofing Certificate required with plans. See. FBC, B Sec. 107.3.5 and Sec. 1612.5.*

Agreement by Property Owner or by Owner's Agent:

I agree to correct any construction deficiencies identified by inspection that are determined to be necessary to assure compliance with the applicable building permit, including elevation of the lowest floor, elevation of machinery and equipment servicing the building, and provisions applicable to any enclosures below the elevated building, including crawl/underfloor spaces. I agree to have the NFIP Elevation Certificate (FEMA Form 086-0-33) completed and signed by a Florida licensed professional surveyor and to submit it as required by the Florida Building Code. I agree to have any deficiencies in the Elevation Certificate corrected.

Date: _____ Signature: _____
Owner/Owner's Agent

SPECIAL FLOOD HAZARD AREA

SUBSTANTIAL IMPROVEMENT / SUBSTANTIAL DAMAGE WORKSHEET

Building Permit Number:

The determination of whether proposed work is Substantial Improvement or repair of Substantial Damage is made based on all proposed work. Complete all fields below that apply.

Documentation to support stated cost estimates may be required.

Check with the Building Department whether the community tracks accumulated repairs, alterations, additions and other improvements over time. Community-specific requirements may apply (e.g. cumulative costs over period of time).

STRUCTURE VALUE*	Source: Property Assessment ☐ (includes factor of _____) Attached Appraisal ☐ *use market value before improvement or before damage occurred	$_____(A)
REPAIRS *FBC, EB Ch. 5* *Flood Damage?* Yes ☐ No ☐	Describe work needed to repair to pre-damaged condition: Cost* to repair to pre-damaged condition:	$_____ (B)
ALTERATIONS *FBC, EB Ch.6-8*	Describe alterations: Cost* of alterations:	$_____(C)
ADDITIONS *FBC, EB Ch. 11*	Describe additions: Horizontal Addition? Yes ☐ No ☐ Structurally interconnected? Yes ☐ No ☐ Vertical Addition? Yes ☐ No ☐ Cost* of additions: Foundation work? Yes ☐ No ☐	$_____(D)
HISTORIC BUILDING *FBC, EB, Ch. 11*	Does structure currently meet definition at FBC, EB Ch. 11 and Sec. 1102. Yes ☐ No ☐ After the proposed work is completed, will the building continue to meet the definition at FBC, EB Ch. 11? Yes ☐ No ☐	If "yes" to **both**, proposed work is not considered substantial improvement. If "no", complete form.
Cost to correct existing cited health, sanitary, safety code violations (attach citations)		$_____(E)
CALCULATING RATIO	$\left(\frac{B + C + D - E}{A}\right) \times 100$	_____% (F)
DETERMINATION	**FOR OFFICE USE ONLY** Check all that apply in accordance with FBC, EB, any technical amendments thereto, and the local floodplain management ordinance. ☐ Building is Historic Structure and will retain historic designation after proposed work is completed; work is not considered "substantial improvement." ☐ Estimates of costs reviewed and accepted ☐ Estimates of costs returned for more information ☐ Appraisal, if provided, reviewed and deemed to represent building ☐ Ratio of costs to market value **does not** constitute "substantial improvement." ☐ Horizontal addition is not structurally interconnected and **does not** constitute "substantial improvement" of base building ☐ Addition must be compliant with FBC, EB and FBC, B Section 1612. ☐ Addition must be compliant with FBC, EB and FBC, R Section R322.	

NFIP/CRS
FLORIDA CRS INITIATIVE

Performance Measure 4

Verify accurate completion of all Elevation Certificates before vertical construction and prior to issuance of Certificates of Occupancy

FEMA Elevation Certificate (with instructions and building diagrams):
https://www.fema.gov/media-library/assets/documents/160?id=1383

NFIP/CRS
FLORIDA CRS INITIATIVE

Performance Measure 5

Disseminate letters annually to utility companies advising that new or replacement tanks must be elevated or anchored, and heating, ventilation and air conditioning (HVAC) equipment must be elevated above the Base Flood Elevation (BFE)

INSERT COMMUNITY LETTERHEAD

{DATE}

{NAME OF MANAGER}
{COMPANY NAME}
{ADDRESS 1}
{ADDRESS 2}

RE: Installation of Gas or Liquid Storage Tanks in Special Flood Hazard Areas

Attention: Please read this notice carefully, your cooperation and response is requested.

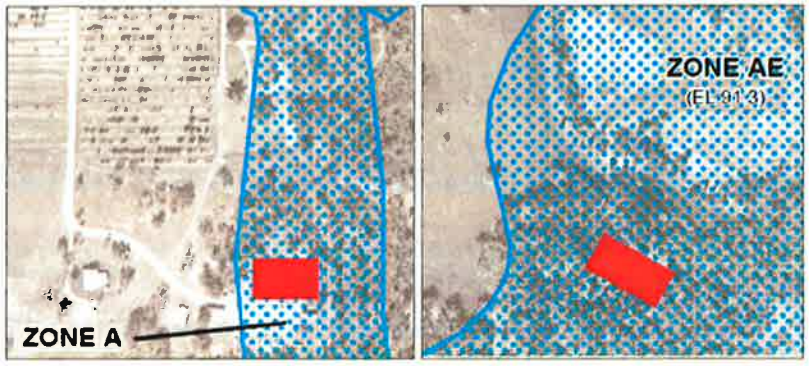
Our community participates in the National Flood Insurance Program (NFIP) and enforces a local floodplain management ordinance. The ordinance is intended to require construction practices to minimize flood damage, minimize damage to utilities, and minimize public funds for response to and recovery from flood events. In addition to the ordinance, we enforce the Florida Building Code which governs the construction of flood-prone structures and buildings, as well as associated tanks, and mechanical, electrical and plumbing components.

The {City or County} is providing this notice as a reminder that new and replacement gas or liquid storage tanks installed in SFHAs must be properly elevated to or above the design flood elevation or properly anchored to resist hydrostatic and hydrodynamic forces. This notice advises your company that the **{City or County}** must issue permits for installation of all new gas or liquid storage tanks in special flood hazard areas in accordance with the **{City or County's}** floodplain management ordinance. This reminder is intended to provide you with basic information and resources and should not be considered a substitute for complying with the local ordinance or the *Florida Building Code*. Should you have questions, desire additional guidance, or obtain a permit application form, please see our website **{website link}** **or** you may contact our department at **{contact information}**.

Local, State and Federal Tank Installation Requirements: The {NAME OF COMMUNITY} code of ordinance {INSERT LOCAL CODE CITATION, IF ANY}, the 2015 Florida Building Code (FBC, FG 301.11) and the National Flood Insurance Program (44 CFR 60.3) requires that gas or liquid storage tanks, appliances, equipment and system installations shall be located at or above the design flood elevation in Special Flood Hazard Areas (SFHAs) where a base flood elevation number is provided (Zone AE), or at least 2 feet above the highest adjacent grade if a base flood elevation number is not specified on the community's Flood Insurance Rate Maps (FIRMs).

Alternatively, gas or liquid storage tanks, appliances, equipment and system installations are permitted to be located below the required flood elevation in Zone A and AE provided that they are designed and installed to prevent water from entering or accumulating within the components and to resist hydrostatic and hydrodynamic loads and stresses, including the effects of buoyancy, during the occurrence of flooding to the base flood elevation.

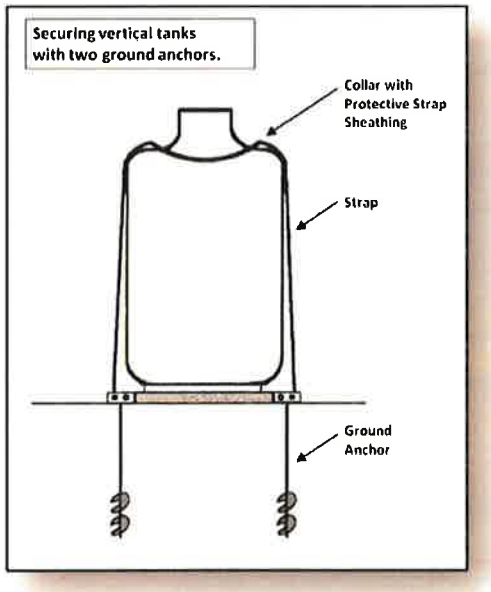
91.3 feet, all appliances, equipment and systems should be installed at or above an elevation of 91.3 feet above sea level {plus X feet if community has freeboard}.



Building 1 – Zone A | Building 2 – Zone AE (EL 91.3)

If your company or property owner is unsure about elevation or anchoring requirements pertaining to a structure or its utilities, your company or the contractor must contact the {City's or County's} {DEPARTMENT NAME} at {INSERT PHONE}, by email at {EMAIL ADDRESS}, or in person at {ADDRESS LOCATION}.

Anchoring Vertical Tanks, example: As shown in the figure below (next page), vertical tanks must be secured with a minimum of two ground anchors. Set each anchor on opposite sides of vertical tanks. Attach a strap from each anchor to the collar secured around top of the tank. Another metal strap should be passed through and under the tanks base connected from one anchor to the other. The ground anchors and straps described below are the same type of products that are required by building codes to tie down mobile homes.



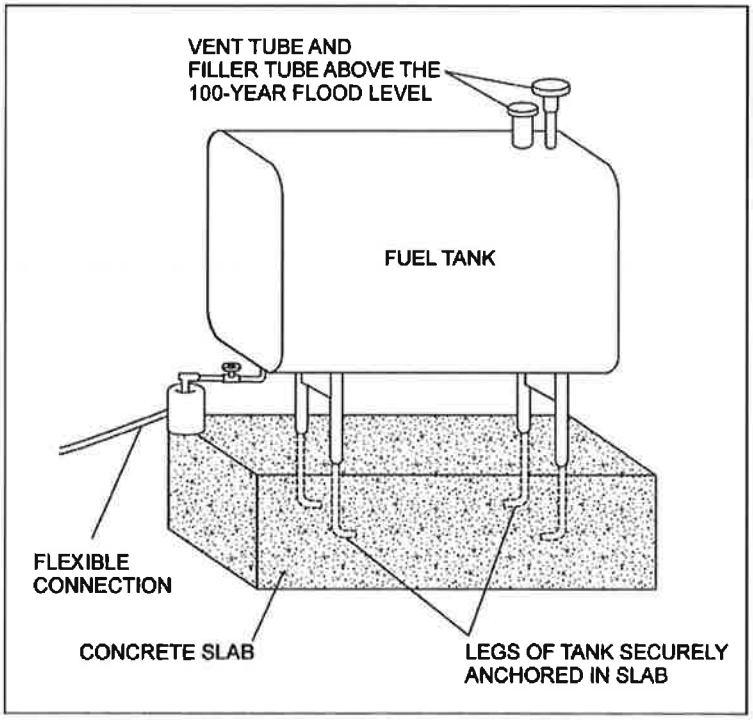
Anchor Fuel Tanks

FEMA

PROTECTING YOUR PROPERTY FROM FLOODING

Unanchored fuel tanks can be easily moved by flood waters, posing serious threats not only to you, others, and your property, but also to public safety and the environment. An unanchored tank outside your building can be driven into the building walls by flood waters, or it can be swept downstream, damaging other houses. When an unanchored tank in your basement is moved by flood waters, the supply line can tear free and your basement can be contaminated by oil. Even a buried tank can be pushed to the surface by the buoyant effect of soil saturated by water.

As shown in the first figure, one way to anchor a fuel tank is to attach it to a large concrete slab whose weight is great enough to resist the force of flood waters. This method can be used for all tanks above ground, both inside and outside your property. You can also anchor an outside tank by running straps over it and attaching them to the concrete slab by using turnbuckles.



Anchoring a fuel tank.

Propane is stored in pressurized vessels as liquefied petroleum gas (LPG), which can be extremely volatile and potentially explosive if the tank is ruptured and the escaping LPG is ignited by a spark. As shown in the second figure (next page), an inexpensive way to secure a horizontal outside propane tank is to install four ground anchors connected across the top of the tank with metal straps. Secure a vertical tank (120-gallon, 420 lb. size) with two ground anchors. Set each anchor on opposite sides of vertical tank. Attach a strap from each anchor to the collar secured around top of the tank. Attach another metal strap connected from one anchor to the other through tank base. The ground anchors and straps described below are the same products that are required by building codes to tie down mobile homes. These products are available from suppliers and installers that service the manufactured housing industry. Similar products can be used to anchor an outside heating oil tank. As is illustrated in the third figure (next page), one way to secure the oil tank is by running straps over it and attaching them to ground anchors.

BENEFITS OF UTILIZING THIS MITIGATION STRATEGY

- Helps to prevent damage and contamination to a structure and neighboring structures
- Helps to protect public health and safety, as well as those of the structure's occupants, in addition to protecting the environment

TIPS

Keep these points in mind when you anchor a fuel tank:

✓ If you prefer not to do this work yourself, you can have a handyman or contractor anchor your tank.

✓ Extend all filling and ventilation tubes above the 100-year flood level so that flood waters cannot enter the tank.

✓ Close all connections when flood warnings are issued.

ESTIMATED COST

Anchoring a 1,000-gallon fuel tank to a concrete base will cost approximately $300 to $500.

OTHER SOURCES OF INFORMATION

FEMA 259, *Engineering Principles and Practices for Retrofitting Flood Prone Residential Buildings*, January 1995, http://www.fema.gov/library/viewRecord.do?id=1645. (New FEMA 259 will be available in the Fall of 2011.)

FEMA 348, *Protecting Building Utilities from Flood Damage*, Chapter 3, November 1999, http://www.fema.gov/library/viewRecord.do?id=1750.

FEMA P-499, *Home Builder's Guide to Coastal Construction*, "Protecting Utilities," Technical Fact Sheet No. 8.3, December 2010, http://www.fema.gov/library/viewRecord.do?id=2138.

FEMA 481, *Anchoring Home Fuel Tanks* (DVD), http://www.fema.gov/library/viewRecord.do?id=2021.

FEMA, *Anchoring Home Fuel Tanks* (Video), http://www.youtube.com/watch?v=gVTSWXnLmC4

To view and download FEMA publications visit the FEMA Library at http://www.fema.gov/library. To obtain FEMA publications please call 1-800-480-2520 or fax 1-240-699-0525 Monday through Friday 8 a.m. – 5 p.m. EST. You may also email your request to FEMA-Publications-Warehouse@dhs.gov. Please provide the title, item number, short number, and quantity of each publication, along with your name, address, zip code, and daytime telephone number.

INSERT COMMUNITY LETTERHEAD

{DATE}

{NAME OF MANAGER}
{COMPANY NAME}
{ADDRESS 1}
{ADDRESS 2}

RE: Installation of Mechanical and Electric Systems in Special Flood Hazard Areas

Attention: Please read this notice carefully, your cooperation and response is requested.

Our community participates in the National Flood Insurance Program (NFIP) and enforces a local floodplain management ordinance. The ordinance is intended to require construction practices to minimize flood damage, minimize damage to utilities, and minimize public funds for response to and recovery from flood events. In addition to the ordinance, we enforce the Florida Building Code which governs the construction of flood-prone structures and buildings, as well as associated mechanical, electrical and plumbing components.

The {City or County} is providing this notice as a reminder that new and replacement air conditioning compressors, ductwork and air handler units installed in SFHAs must be properly elevated to or above the design flood. This notice advises your company that the **{City or County}** must issue permits for installation of all new air conditioning systems in special flood hazard areas {and may be required to obtain a permit for replacement} in accordance with the **{City or County's}** floodplain management ordinance. This reminder is intended to provide you with basic information and resources and should not be considered a substitute for complying with the local ordinance or the *Florida Building Code*. Should you have questions, desire additional guidance, or obtain a permit application form, please see our website **{website link}** **or** you may contact our department at **{contact information}**.

Permits Required: If a structure is located in a SFHA, the contractor or property owner must apply and receive a permit prior to installation of a new mechanical, electrical and/or duct system {and may be required for replacement systems}. Applications for a permit can be obtained and submitted at {LOCATION} or online at {WEBPAGE ADDRESS}.

Receiving a {City or County} Flood Zone Determination: Contractors or property owners can obtain a flood zone determination and base flood or design flood elevations for a property by visiting {COMMUNITY LOCATION}, and {INSERT INSTRUCTIONS}. Alternatively, contractors or property owners may determine what elevations must be used for installation of mechanical and electrical systems as described below.

Local, State and Federal Installation Requirements: The {NAME OF COMMUNITY} code of ordinance {INSERT LOCAL CODE CITATION, IF ANY}, the 2015 Florida Building Code (FBC, R322.1.6) and the National Flood Insurance Program (44 CFR 60.3) requires that mechanical, electrical and duct systems shall be located at or above the design flood elevation in Special

Performance Measure 6

Develop and implement "Substantial Improvement/Substantial Damage" determination procedures approved by the State Floodplain Management Office and retain permanent records of determinations

Florida's Substantial Improvement and Substantial Damage Notice for Property Owners, Contractors, and Design Professionals

[This example is based on the NFIP definition for Substantial Improvement and Substantial Damage. Florida communities that adopt modifications to those definitions should amend this packet to reflect those modifications.]

TO: Property Owners, Contractors, and Design Professionals

FROM: **{Local Official, Community}**

SUBJECT: Notice for Work on Existing Buildings in Special Flood Hazard Areas
Substantial Improvement / Substantial Damage Worksheets

The *Florida Building Code* (FBC) requires all new buildings located in Special Flood Hazard Areas (SFHAs) (regulated floodplains) to have their lowest floors elevated to or above the Base Flood Elevation (BFE). The regulations also specify that **substantial improvement** of existing buildings (alterations, remodeling, rehabilitation, improvement, or addition) or buildings that have sustained **substantial damage** must be brought into compliance with the requirements for new construction. Please note that a building may be substantially damaged by any cause, including fire, flood, high wind, seismic activity, land movement, or neglect. It is important to understand all costs of improvements, and all costs to repair a substantially damaged building to its pre-damage condition, must be identified.

There are several aspects that must be addressed to achieve compliance with the flood hazard area requirements of the FBC. The requirements depend on several factors, including the flood zone at the property. The most significant compliance requirement is the lowest floor, as defined in the FBC, must be elevated to or above a specific elevation. Please plan to meet with this department to review your proposed project, to go over the requirements, and to discuss how to bring your building into compliance.

The *Florida Building Code* defines these terms:

> **Substantial damage** means damage of any origin sustained by a structure whereby the cost of restoring the structure to its before-damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred.
>
> **Substantial improvement** means any repair, reconstruction, rehabilitation, alteration, addition, or other improvement of a building or structure, the cost of which equals or exceeds 50 percent of the market value of the structure before improvement or repair is started. If the structure has sustained substantial damage, any repairs are considered substantial improvement regardless of the actual repair work performed. The term does not, however, include either:
>
> (1) Any project for improvement of a structure to correct existing health, sanitary or safety code violations identified by the building official and that are the minimum necessary to assure safe living conditions.
> (2) Any alteration of a "historic structure" provided that the alteration will not preclude the structure's continued designation as a "historic structure."

Requirements for Applications for Substantial Improvement and Repair of Substantial Damage

Please contact _____ if you have questions about the Substantial Improvement and Substantial Damage requirements. Your building may have to be brought into compliance with the floodplain management requirements for new construction.

Applications for permits to work on existing buildings that are located in Special Flood Hazard Areas must include the following:

- Current photographs of the exterior (front, rear, sides)
- If your building has been damaged, include photographs of the interior and exterior; provide pre-damage photos of the exterior, if available
- Detailed description of the proposed improvement (rehabilitation, remodeling, addition, etc.) or repairs
- Cost estimate of the proposed improvement or the cost estimate to repair the damaged building to its before-damage condition
- Elevation certificate or elevation survey
- You may submit a market value appraisal prepared by a licensed professional appraiser or we will use the tax assessment value of the building
- Owner's affidavit (signed and dated)
- Contractor's affidavit (signed and dated)

Items that may be excluded:

Items that can be excluded are those that are not directly associated with the building. The following list characterizes the types of costs that may be excluded:

- Clean-up and trash removal
- Costs to temporarily stabilize a building so that it is safe to enter to evaluate required repairs
- Costs to obtain or prepare plans and specifications
- Land survey costs
- Permit fees and inspection fees
- Carpeting and recarpeting installed over finished flooring such as wood or tiling
- Outside improvements, including landscaping, irrigation, sidewalks, driveways, fences, yard lights, swimming pools, pool enclosures, and detached accessory structures (e.g., garages, sheds, and gazebos)
- Costs required for the minimum necessary work to correct existing violations of health, safety, and sanitary codes
- Plug-in appliances such as washing machines, dryers, and stoves

Owner's Affidavit: Substantial Improvement or Repair of Substantial Damage

Building Permit Application No.: _____

Property Address: _____

Parcel ID Number: _____

Owner's Name: _____

Owner's Address/Phone: _____

Contractor: _____

Contractor's License Number: _____

Date of Contractor's Estimate: _____

I hereby attest the description included in the building permit application for the work on the existing building that is located at the property identified above is all of the work that will be done, including all improvements, alterations, rehabilitation, remodeling, repairs, additions and any other form of improvement. I further attest that I requested the above-identified contractor to prepare a cost estimate for all of the work, including the contractor's overhead and profit.

I acknowledge that if, during the course of construction, I decide to add more work or to modify the work described, The Building Department will re-evaluate its comparison of the cost of work to the market value of the building to determine if the work is Substantial Improvement. Such re-evaluation may require revision of the building permit and may subject the property to additional requirements.

I also understand I am subject to enforcement action and/or fines if inspection of the property reveals I have made or authorized repairs or improvements that were not included in the description of work and the cost estimate for that work that were the basis for issuance of a permit.

Owner's Signature: _____ Date: _____

Notarized:

Contractor's Affidavit: Substantial Improvement or Repair of Substantial Damage

Building Permit Application No.: _____

Property Address: _____

Parcel ID Number: _____

Owner's Name: _____

Owner's Address/Phone: _____

Contractor: _____

Contractor's License Number: _____

Date of Contractor's Estimate: _____

I hereby attest I have personally inspected the building located at the above-referenced address and discussed the nature and extent of the work requested by the owner, including all improvements, alterations, rehabilitation, remodeling, repairs, additions, and any other form of improvement.

At the request of the owner, I have prepared a cost estimate for all of the improvement work and repairs requested by the owner and the cost estimate includes, at a minimum, the cost elements identified by the Building Department that are appropriate for the nature of the work. If the work is repair of damage, I have prepared a cost estimate to repair the building to its pre-damage condition. I acknowledge that if, during the course of construction, the owner requests more work or modification of the work described in the application, a revised cost estimate must be provided to the Building Department, which will re-evaluate its comparison of the cost of work to the market value of the building to determine if the work is Substantial Improvement. Such re-evaluation may require revision of the building permit and may subject the property to additional requirements.

I also understand I am subject to enforcement action and/or fines if inspection of the property reveals I have made or authorized repairs or improvements that were not included in the description of work and the cost estimate for that work used as the basis for issuance of a permit.

Owner's Signature: _____ Date: _____

Notarized:

SPECIAL FLOOD HAZARD AREA

SUBSTANTIAL IMPROVEMENT / SUBSTANTIAL DAMAGE WORKSHEET

Building Permit Number:

The determination of whether proposed work is Substantial Improvement or repair of Substantial Damage is made based on all proposed work. Complete all fields below that apply.

Documentation to support stated cost estimates may be required.

Check with the Building Department whether the community tracks accumulated repairs, alterations, additions and other improvements over time. Community-specific requirements may apply (e.g. cumulative costs over period of time).

STRUCTURE VALUE*	Source: Property Assessment ☐ (includes factor of _____) Attached Appraisal ☐ *use market value before improvement or before damage occurred	$_____(A)
REPAIRS *FBC, EB Ch. 5* *Flood Damage?* Yes ☐ No ☐	Describe work needed to repair to pre-damaged condition: Cost* to repair to pre-damaged condition:	$_____ (B)
ALTERATIONS *FBC, EB Ch.6-8*	Describe alterations: Cost* of alterations:	$_____(C)
ADDITIONS *FBC, EB Ch. 11*	Describe additions: Horizontal Addition? Yes ☐ No ☐ Structurally interconnected? Yes ☐ No ☐ Vertical Addition? Yes ☐ No ☐ Cost* of additions: Foundation work? Yes ☐ No ☐	$_____(D)
HISTORIC BUILDING *FBC, EB, Ch. 11*	Does structure currently meet definition at FBC, EB Ch. 11 and Sec. 1102. Yes ☐ No ☐ After the proposed work is completed, will the building continue to meet the definition at FBC, EB Ch. 11? Yes ☐ No ☐	If "yes" to **both**, proposed work is not considered substantial improvement. If "no", complete form.
Cost to correct existing cited health, sanitary, safety code violations (attach citations)		$_____(E)
CALCULATING RATIO	$\left(\frac{B + C + D - E}{A}\right) \times 100$	_____% (F)
DETERMINATION	**FOR OFFICE USE ONLY** Check all that apply in accordance with FBC, EB, any technical amendments thereto, and the local floodplain management ordinance. ☐ Building is Historic Structure and will retain historic designation after proposed work is completed; work is not considered "substantial improvement." ☐ Estimates of costs reviewed and accepted ☐ Estimates of costs returned for more information ☐ Appraisal, if provided, reviewed and deemed to represent building ☐ Ratio of costs to market value **does not** constitute "substantial improvement." ☐ Horizontal addition is not structurally interconnected and **does not** constitute "substantial improvement" of base building ☐ Addition must be compliant with FBC, EB and FBC, B Section 1612. ☐ Addition must be compliant with FBC, EB and FBC, R Section R322.	

Performance Measure 7

On community websites, where feasible, provide digital Flood Insurance Rate Maps (DFIRMs) or links to DFIRMS and Elevation Certificates ECs

FEMA Elevation Certificate (with instructions and building diagrams):

https://www.fema.gov/media-library/assets/documents/160?id=1383

FEMA Map Service Center for link to DFIRMS:

https://msc.fema.gov/portal/advanceSearch

https://msc.fema.gov/portal

TAB 16

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

MEMORANDUM
Department of Building and Planning

DATE: February 10, 2016

TO: Yocelyn Galiano, ICMA-CM, LEED-GA
Village Manager

FROM: Stephen Olmsted, AICP, LEED-GA
Planning Director

RE: Conditional Use Permit - Alcohol Consumption on Premises
Motorino, LLC, Piola – 11421 Pinecrest Parkway

PETITION REQUEST

Motorino, LLC, dba Piola (applicant) and Suniland Associates, Ltd. (owner) are requesting approval of a conditional use (alcohol consumption on premises) to permit the on-premise consumption of beer, wine, and liquor (4-COP license) on property located at 11421 Pinecrest Parkway (US 1), Pinecrest, Florida 33156. The proposed restaurant, Piola, is located within the Suniland Shopping Center and will host book and magazine events, art exhibits and other social events in conjunction with their restaurant.

A conditional use permit was previously approved for the consumption of alcoholic beverages at this location. Beer and wine were available for consumption on the premises within both Moe's Suniland Grill and 100 Montadidos restaurants. The former conditional use permit was limited to the consumption of beer and wine only. In addition to beer and wine, the new proposed Piola Restaurant would also like to sell liquor. A new conditional use permit will be required for the on-premise consumption of liquor.

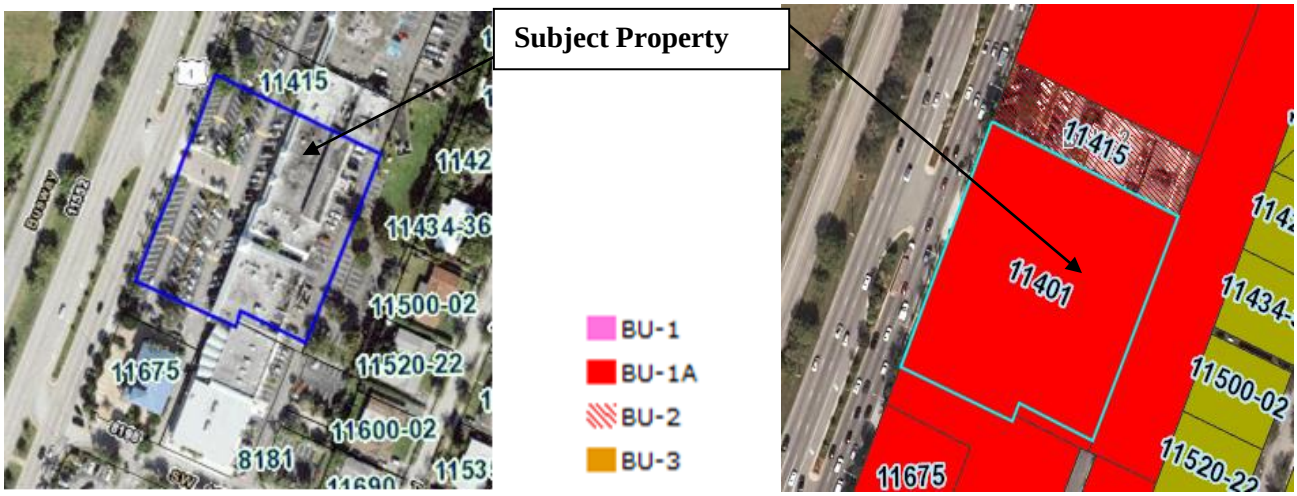
OWNER/APPLICANT/AGENT

OWNER: Suniland Associates, Ltd.

APPLICANT: Motorino, LLC, dba Piola

SITE LOCATION

The subject property is located at 11421 Pinecrest Parkway, Pinecrest, FL 33156, within the BU-1A, General Business Development zoning district.



EXISTING CONDITIONS

The subject property is zoned BU-1A, General Business Development and is located on the east side of Pinecrest Parkway (US 1), between SW 112 and SW 117 Streets, within the Suniland Shopping Center.

PINECREST LAND DEVELOPMENT REGULATIONS

"Alcohol consumption on premises" is a conditionally permitted use within all of the commercial business zoning districts of the Village of Pinecrest, including the BU-1A General Business Development zoning district. Requirements for consideration and approval of a conditional use are described and provided in the Village Land Development Regulations, Division 3.3, Conditional Use Approval. Consideration of the proposed conditional use permit by the Village Council at a quasi-judicial public hearing is required.

A conditional use may be permitted by the Village Council upon a finding that the proposed use is in compliance with the criteria and requirements of the Land Development Regulations. A conditional use may be denied if the Village Council determines that the proposed use does not meet specified criteria or is adverse to the public interest. Required criteria include the following:

1. **LAND USE COMPATIBILITY -** *The conditional use, including its proposed scale and intensity, traffic generating characteristics, and off-site impacts shall be compatible and harmonious with adjacent land uses and shall not adversely impact land use activities in the immediate vicinity.*

   Evelyn Greer Park, Miami Palmetto High School, St. Louis Catholic Church and School, Palmetto Elementary School, and Palmetto Middle School are located within a mile, more or less, of the proposed restaurant. Commercial uses exist north and south of the subject property. Residential uses exist east of the Suniland shopping center, on the east and west sides of SW 81 Road.

The proposed restaurant is a permitted use within the BU-1A, General Business Development zoning district. The sale of alcoholic beverages for consumption on the premises is ancillary to the proposed restaurant and is a conditionally permitted use within the district.

2. **SUFFICIENT SIZE, SITE SPECIFICATIONS AND INFRASTRUCTURE TO ACCOMMODATE THE PROPOSED USE -** *The size and shape of the site, the proposed access and internal circulation, and the urban design must be adequate to accommodate the proposed scale and intensity of conditional use requested. The site shall be of sufficient size to provide adequate screening, buffers, landscaping, open space, off-street parking, efficient internal traffic circulation, infrastructure and similar site plan improvements needed to mitigate against potential adverse impacts of the proposed use.*

   The existing lease area has the sufficient size, site specifications and infrastructure to accommodate the proposed conditional use.

3. **COMPLIANCE WITH THE COMPREHENSIVE DEVELOPMENT MASTER PLAN (CDMP) AND LAND DEVELOPMENT CODE -** *The conditional use and site plan shall comply with environmental, zoning and other applicable regulations of the Land Development Code, and shall be consistent with the CDMP.*

   The proposed use is consistent with Policies 1-1.2.1, 1-1.2.2, and 1-1.2.3 of the Village's Comprehensive Development Master Plan and complies with applicable provisions of the Land Development Regulations (LDRs).

4. **PROPER USE OF MITIGATIVE TECHNIQUES -** *The conditional use and site plan shall incorporate mitigative techniques needed to prevent adverse impacts to adjacent land uses. In addition, the design scheme shall appropriately address off-site impacts to ensure that land use activities in the immediate vicinity, including community infrastructure, are not burdened with adverse impacts detrimental to the general public health, safety and welfare.*

   Proposed hours of operation are Sunday through Thursday from 11:30 a.m. to 11:00 p.m. and Friday and Saturday from 11:30 a.m. to 1:00 a.m. Consumption of beer, wine, and liquor is proposed to occur indoors only. The proposed conditional use will be established in compliance with the Village's Land Development Regulations. Staff is unaware of any adverse impacts that would be detrimental to the public health, safety, and welfare. Further mitigative measures appear to be unwarranted.

5. **HAZARDOUS WASTE -** *No conditional use which generates hazardous waste or uses hazardous materials shall be located in the Village unless the specific location is consistent with the CDMP, Land Development Code, and does not adversely impact well fields, aquifer recharge areas, or other conservation resources, as may be applicable now or in the future. The proposed use shall not generate hazardous waste or require use of hazardous materials in its operation unless the Village Council approves conditions requiring mitigative techniques designed to prevent any adverse impact to the general health, safety and welfare.*

Approval of a conditional use permit to serve beer and wine with food on the premises will not generate hazardous waste or use hazardous materials.

RECOMMENDATION

The Building and Planning Department recommends approval of the requested conditional use for the on-premise consumption of beer, wine, and liquor (4-COP license).

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

MEMORANDUM
Department of Building and Planning

On **Tuesday, February 16, 2016 at 8:00 p.m.**, the Village Council will conduct the following public hearing at the Pinecrest Municipal Center, Council Chamber, 12645 Pinecrest Parkway, Pinecrest, Florida:

APPLICANT: Motorino, LLC, dba Piola (applicant), Suniland Associates, LTD (owner)

ITEM: Conditional Use Approval for on-premise consumption of beer, wine, and liquor

LOCATION: The subject property is located at 11421 Pinecrest Parkway, Pinecrest, FL 33156

REQUEST: Motorino, LLC, dba Piola (applicant) and Suniland Associates, Ltd. (owner) are requesting approval of a conditional use (alcohol consumption on premises) to permit the on-premise consumption of beer, wine, and liquor (4-COP license) on property located at 11421 Pinecrest Parkway (US 1), Pinecrest, Florida 33156. The proposed restaurant, Piola, is located within the Suniland Shopping Center, within the BU-1A, General Business Development Zoning District.

All interested parties are urged to attend. Objections or expressions of approval may be made in person at the hearing or filed in writing prior to or at the hearing. Interested parties requesting information are asked to contact the Building and Planning Department by calling (305) 234-2121 or writing to the address indicated below, where a plan is on file.

You are hereby advised that if any person desires to appeal any decision made with respect to any other matter considered at this meeting or hearing, such person will need a record of the proceedings, and for such purpose may need to ensure that a verbatim record of this proceeding is made, which record includes the testimony and evidence upon which the appeal is to be based (F.S. 286.0105). Refer to the item number when making an inquiry.

In accordance with the American with Disabilities Act of 1990, all persons with disabilities and who need special accommodations to participate in this meeting because of that disability should contact the Village Clerk at (305) 234-2121 no later than four (4) business days prior to such proceeding.

EUROPEAN
WAX CENTER
PUBLIC HEARING
PERTAINING TO THIS PROPERTY TO BE HELD AT:
MUNICIPAL CENTER
12645 PINECREST PARKWAY
ADDITIONAL
INFORMATION
CALL:
DEPARTMENT
OF
BUILDING
AND

PUBLIC HEARING
PERTAINING TO THIS PROPERTY TO BE HELD AT:
MUNICIPAL CENTER
12645 PINECREST PARKWAY
ADDITIONAL INFORMATION
CALL: 305-234-2121
DEPARTMENT OF BUILDING AND PLANNING
village of PINECREST FLORIDA
POLICE
PINECREST
EMERGENCY 911
15 053
POSTED CONSTRUCTION SITE
TRESPASS ON OR THEFT FROM A POSTED CONSTRUCTION SITE IS A
FELONY
"THIS AREA IS A DESIGNATED CONSTRUCTION SITE AND ANYONE WHO TRESPASSES ON THIS SITE COMMITS A FELONY."
PINECREST POLICE WILL ARREST!
IF YOU SEE CRIMINAL ACTIVITY HERE, REPORT IT AT 305-234-2100
F.S. 810.09 MAKES IT A FELONY (3RD DEGREE) TO TRESPASS ON THIS SITE.

PUBLIC HEARING APPLICATION

Please check one:
- ☐ VILLAGE COUNCIL
- ☐ PLANNING BOARD

OFFICIAL USE ONLY
Application No.: _____
Date Received: _____

INSTRUCTIONS

This application, with all supplemental data and information, must be completed in accordance with the specific instructions in this application. Applications and all supplemental information must be filed no later than 60 days prior to the regular public hearing date.

APPLICATION

Please indicate which type of application you are submitting by checking one category below:

- ☐ Change in Zoning District
- ☐ Use Variance
- ☐ Non-Use Variance
- ☐ Appeal of Decision of Planning Board
- ☒ Conditional Use
- ☐ Plat
- ☐ Entry Feature
- ☐ Site Plan
- ☐ Other _____

IMPORTANT: THE APPLICANT, OR REPRESENTATIVE, MUST BE PRESENT AT THE HEARING TO PRESENT THE PROPOSAL.

Please print or type

Name of Applicant, agent or tenant (with owner's affidavit)		
Motorino, LLC		
Mailing Address 201 S. Biscayne Blvd., Suite 905	City, State, Zip Miami, FL 33131	Telephone 786.781.1490 Fax
Name of Owner Suniland Associates, LTD		
Mailing Address 801 Arthur Godfrey Rd. Suite 600	City, State, Zip Miami Beach, FL 33140	Telephone 305.695-8700 Fax Legal Dept.

PROPERTY INFORMATION

A. LEGAL DESCRIPTION. (If subdivided – lot, block, complete name of subdivision, plat book and page numbers). If metes and bounds description – Complete description, including section, township and range).

Folio Number 20-5010-025-0050 Address 11401- 11503 S Dixie Hwy

Lot(s) _____ Block _____ Section _____ Plat Book No. 77 Page No. 24

SUNILAND CENTER 3RD AMD PLAT S1/2 OF LOT 15-A & ALL LOTS 16-A TO 20A INCL & NLY26.09 FT OF WLY159.17 FT OF LOT 21-A BLK 1

12645 PINECREST PARKWAY, PINECREST, FLORIDA 33156 • (305) 234-2121 • FAX: (305) 234-2131 • E-MAIL: building@pinecrest-fl.gov

B. ADDRESS (If number has been assigned) 11421 S Dixie Hwy

C. SIZE OF PROPERTY _____ ft. X _____ ft. = _____ sq. ft.; _____ acre(s)
Width Depth

D. Provide legal description or address of any property held by the owner which is contiguous to that which is the subject matter of this application.

11415 S Dixie Hwy

E. DATE SUBJECT PROPERTY WAS ACQUIRED 1994

APPLICANT'S PROPOSAL

Specify in full the request. (Use a separate sheet of paper if necessary.)

Conditional Use permit for on-premises consumption of alcoholic beverages, in addition to the existing beer+wine permit. Please see letter of Intent for further details.

INTENT

Explain purpose of application, benefit(s) in the change and reasons why this application should be approved. Specify the exact nature of the use or operation applied for, together with any pertinent technical data, which will clarify the proposal. (Use a separate sheet of paper if necessary.)

The applicant, Motorino, LLC, is requesting a Conditional Use permit in order to sell alcoholic beverages for on-premises consumption. The previous tenant of the space, 100 Montaditos, had a permit to sell beer + wine to their patrons. The applicant intends to continue serving beer and wine with the addition of liquor. The proposed use, application and site plan comply with criteria for approving a Conditional Use:

1. Land Use Compatability-the proposed use is compatible and harmonious with adjacent uses
2. Sufficient Site Size, Site Specifications, and Infrastructure to Accommodate the Proposed Use-the site is adequate to accommodate the proposed use
3. Compliance with the CMDP and Land Development Code-the proposed use and existing site are compliant
4. Proper Use of Mitigative Techniques-proposed use will not adversely impact adjacent uses
5. Hazardous Waste-no hazardous waste will be generated by the proposed use

Is this application the result of a Notice of Violation or deviation from approved plans? ☐ Yes ☒ No

Are there any existing structures on the property? ☒ Yes ☐ No

If so, what type? (CBS, Frame, Frame-Stucco, Wood, Other) CBS

Any applications (except plat applications) which involve new building construction or exterior improvements to an existing building must submit the plans with this application. Plans that are not filed with this application will not be considered by the Village of Pinecrest.

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All data and exhibits submitted in connection with this application become a PERMANENT PART OF THE PUBLIC RECORDS OF THE VILLAGE OF PINECREST.

The following enclosures where applicable MUST BE ATTACHED to complete the application:

A. ☐ SURVEY OF PROPERTY: For vacant or improved property. Must be no more than five years old and sealed by a registered land surveyor. The Building and Planning Department may require a more recent survey if a site visit indicates any discrepancies. Survey must include, where applicable, lot lines, all structures, walls, fences, landscaping, and all physical improvements.

B. ☐ SITE DEVELOPMENT PLAN: Where applicable, plans shall show location and elevations of existing and proposed buildings, proposed additions, alterations and use of each; all dimensions of buildings and space between buildings; setbacks from property lines; proposed and existing off-street parking showing lined spaces, driveways, handicap spaces, compact spaces; a landscape plan that complies with Village of Pinecrest Landscape Ordinance showing location of existing and proposed vegetation, landscaping (i.e. trees and hedges), number, height and species type. The plan shall also show wall and fence height, location and material.

C. ☐ LETTER OF INTENT: A letter of intent must be filed explaining in detail the extent of the development. Signature and address must be shown.

D. ☐ OTHER GOVERNMENTS/AGENCIES ENDORESEMENTS: All applicable DERM, Miami-Dade Fire Department, or the Miami-Dade Water and Sewer Department's endorsement must be submitted.

E. ☐ OWNER'S AFFIDAVIT: Owner's affidavit allowing the filing of an application is required on all applications where the applicant is not the owner of the property under consideration; same form allows posting of property.

F. ☐ TRAFFIC STUDY: A detailed traffic analysis considering the impacts of the proposed development on current level-of-service (LOS) standards in abutting (or nearby) roads and intersections.

NOTE: SURVEYS, SITE DEVELOPMENT PLANS, LANDSCAPE PLANS MUST BE SUBMITTED AT STANDARD PLAN SIZE. AN APPLICATION WILL NOT BE CONSIDERED COMPLETE UNLESS 12 COPIES OF THE APPLICATION AND SUPPORTING DOCUMENTATION (FRONT AND BACK), APPROPRIATE PLAN DRAWINGS AND SURVEYS ARE SUBMITTED.

In support of this request, I submit the following items, which are attached hereto and made a part of this application:

- ☒ Plans (Standard Size)
- ☒ Letter of Intent
- ☒ Survey
- ☒ Owner's Affidavit
- ☒ 35 MM Photo(s) (Mounted 8 ½ x 11)
- ☐ Letters from Area Residents
- ☐ Other _____

Please check only one of the following options:

☒ FOR VILLAGE COUNCIL PURPOSES

I/We understand that additional public hearings may be required and any interested person may discuss the application with Village staff to the same extent as the applicant. The application may change during the hearing process and additional public notices may affect the schedule of the hearings. If my/our appeal is denied, I/we must file an appeal to the Circuit Court within 30 days of the meeting.

☐ FOR PLANNING BOARD PURPOSES

I/We understand that additional public hearings may be required and any interested person may discuss the application with Village staff to the same extent as applicant. The application may change during the hearing process and additional public notices may affect the schedule of the hearings. If my/our appeal is denied, I/we must file an appeal with the Village Clerk within 10 days of the decision.

10/19/15 — Date — Applicant's Signature — GIAMPIERO IADE — Print Name as Manager of Motorino, LLC

10/19/15 — Date — Applicant's Signature (if more than one) — MIRKO MARMAI — Print Name

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I/We Suniland Associates, Ltd as Owner (s) of Lot (s) See Legal Description Pg 1

Block _____ Section _____ PB/PG _____

of property which is located at 11421 S Dixie Hwy desire to file an application for a public hearing before the ☒ Village Council ☐ Planning Board, and I/We do understand and agree as follows:

1. That the application for a variance will not be heard unless the applicant is present at the hearing.
2. The property will be posted with a sign, which must not be removed until after the public hearing, at which time the Village staff will remove the sign.
3. That the requirements of the zoning code, Miami-Dade County Ordinances, the South Florida Building Code, and other government agencies may affect the scheduling and ability to obtain/issue a permit for the proposal.
4. That the only exceptions to the zoning code are those that have been specified in the written application and any other code or plan issues will be corrected by modifying the plans to comply with the respective codes and ordinances of the Village of Pinecrest or Miami-Dade County ordinances.
5. That the applicant will be responsible for complying with all the conditions and restrictions imposed by the Village Council or Planning Board in connection with the request and will take the necessary steps to make the request effective if approved by the Village Council or Planning Board.
6. That it is the responsibility of the applicant to submit a complete application with all of the documents necessary for the Village Council or Planning Board to hear the applicant's request.
7. That the applicant is responsible for timely submission and accuracy of all items requested on the application.
8. That the applicant is responsible for an additional fee for mailing notice to surrounding property owners.

I/We as the owners of the subject property (check one):

☒ do hereby authorize Motorino, LLC to act on my/our behalf as the applicant.

☐ will on my/our own behalf act as applicant(s), and make application in connection with this request for a public hearing before the Village Council or Planning Board.

Suniland Associates, Ltd.
By: Tecranova Corporation, Its Independent Agent

Owner's Name Stephen H. Bittel, Chairman Signature _____ Date 11-9-15

Owner's Name _____ Signature _____ Date _____

Notary to Owner:

Applicant's Name GIAMPIERO IADE as Manager of Motorino, LLC Signature _____ Date 10/19/15

Notary to Applicant: Diana B. Rio Commission # FF059657 Expires: Oct. 03, 2017 WWW.AARONNOTARY.com 10-19-15

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November 2, 2015

Mr. Stephen Olmstead, Planning Director
Village of Pinecrest
12645 Pinecrest Parkway
Pinecrest, FL 33156

RE: Conditional Use-Beer, Wine and Alcoholic Beverages for on-premise consumption at Piola, located at 11421 S Dixie Hwy

Dear Mr. Olmstead,

The applicant, Motorino, LLC, dba Piola, is requesting a Conditional Use permit in order to sell alcoholic beverages for on-premises consumption. Piola's concept is modest: to provide the most genuine Italian tradition of simple and delicious food with a particular service and ambience for the demanding and modern customer, who chooses Piola and is aware of the fact that feeling comfortable is as important as eating well. People from all walks of life and backgrounds meet and gather at Piola, knowing they can find their own space in a carefree atmosphere where well-being and good taste are perfectly balanced. Additionally, Piola has opened its doors to the Arts, hosting film premieres, book and magazine events, art exhibitions and many other social and artistic activities. Piola also publishes its own Piola magazine, the embodiment of that very Piola customer experience as it happens every day around the world as a forty-eight-page, full-color, yearly magazine, which is edited in Italy and translated in 5 languages, one hundred thousand copies are printed and made freely available at every Piola location.

As part of the package being submitted, a copy of the original Conditional Use Approval for the space, dated July 15, 2003, issued to Moe's Suniland Grill, is part of the package being submitted along as part of the supporting documentation. The last tenant of the space, 100 Montaditos, continued to hold a permit to sell beer + wine to their patrons. The applicant intends to continue serving beer and wine with the addition of liquor. Also part of this submittal is a sample menu, one which is currently being used at another Piola location in South Florida. The interior of the exiting space will be remodeled to meet Piola's high design standards which are widely used in the other locations.

The proposed use, application and site plan comply with criteria for approving a Conditional Use:

1. **Land Use Compatibility** the proposed use is compatible and harmonious with adjacent uses
2. **Sufficient Site Size, Site Specifications, and Infrastructure to Accommodate the Proposed Use** the site is adequate to accommodate the proposed use
3. **Compliance with the CMDP and Land Development Code** the proposed use and existing site are compliant
4. **Proper Use of Mitigative Techniques** the proposed use will not adversely impact adjacent uses

5. **Hazardous Waste** no hazardous waste will be generated by the proposed use.

Please let us know if there are any concerns about this application or the operation of the proposed use, or if any additional documentation is required. We look forward to presenting at the hearing and respectfully request a positive recommendation.

Thank you,

Steven Polisar, Esq.

VILLAGE OF PINECREST, FLORIDA
VILLAGE COUNCIL

CONDITIONAL USE APPROVAL

HEARING NUMBER:	2003-0715-1
APPLICANT:	MOE'S SUNILAND GRILL
HEARING DATE:	JULY 15, 2003
REQUEST SOUGHT:	CONDITIONAL USE APPROVAL, PURSUANT TO DIVISION 3.3(C) OF THE LAND DEVELOPMENT CODE, TO SELL BEER AND WINE FOR ON PREMISES CONSUMPTION AS PART OF A RESTAURANT OPERATION
LOCATION:	11421 SOUTH DIXIE HIGHWAY

The petition for approval of an application filed by Moe's Suniland Grill (the "Applicant") came to be heard before the Village Council of the Village of Pinecrest, Florida at a public hearing held on July 15, 2003. The Village Council having considered the request sought of the Applicant and having the benefit of receiving testimony and evidence related to the appeal from the Applicant and their representative, the administrative staff of the Village of Pinecrest, Florida and affected persons, heard arguments and observed the candor and demeanor of witnesses and therefore, find that:

1. The application for the request sought was made in a manner consistent with the requirements of the Land Development Regulations adopted by the Village of Pinecrest, Florida.

2. The Applicant

   __X__ HAS
   _____ HAS NOT

   established by substantial competent evidence a basis for the request sought.

3. The Applicant's request is hereby

   __X__ GRANTED

   _____ DENIED

4. This approval shall take effect immediately upon issuance by the Village Clerk.

5. All further development on the property shall be made in accordance with the terms and conditions of this approval and that the property shall be developed substantially in accordance with the plans previously submitted and on file in the Building and Planning Department.

6. The Village Council of the Village of Pinecrest, Florida hereby determines that the Applicant shall satisfy the conditions and requirements of the Village of Pinecrest, Florida Code of Ordinances and those applicable sections of the Code of Miami-Dade County, Florida. Furthermore, it must insure that:

   a) The Applicant shall comply will all applicable Village Codes and the Florida Building Code regarding the development contemplated with this approval;

   b) The Applicant shall comply with all terms, conditions and provisions imposed by the Village Council of the Village of Pinecrest, Florida, and the recommendations of the administrative staff of the Village of Pinecrest, Florida, including all life, health and safety codes pertaining to this development prior to the issuance of any building permits;

   c) Copies of all applicable permits by other regulatory agencies shall be provided to the Village of Pinecrest, Florida prior to the issuance of any permits.

7. The public record, including but not limited to the Village Council of the Village of Pinecrest, Florida and staff reports, comments and recommendations on the subject application, and the agenda materials provided to the board, along with sworn testimony and evidence established before the board are hereby incorporated by reference.

PASSED AND ADOPTED this 15th day of July, 2003 by the Village Council of the Village of Pinecrest, Florida as follows:

Councilmember Blanck	Aye
Councilmember Bowe	Aye
Councilmember Hingston	Aye
Vice Mayor Blaxberg	Aye
Mayor Greer	Aye

ORDERED this 1st day of June, 2004.

VILLAGE OF PINECREST, FLORIDA

Guido H. Inguanzo, Jr., CMC
Village Clerk

PIOLA®

FAMOSI PER LA PIZZA

DAL NOSTRO FORNO

OUR DOUGH IS MADE FRESH DAILY. PIZZAS ARE 12" INDIVIDUAL SIZE, MADE TO ORDER IN OUR OPEN-FIRE BRICK OVEN. TOPPED INGREDIENTS ARE ADDED FRESH AFTER THE PIZZA COMES OUT OF THE OVEN.

Whole Wheat crust available for an additional $1.00

LA PIZZA *THIN CRUST WITH TOMATO SAUCE AND MOZZARELLA CHEESE*

1 **MARGHERITA** The classic pizza topped with fresh basil. $9.95

4 **MODERNA** Topped with fresh arugula, diced tomatoes and shaved grana padano cheese. $12.50

180 **REGINA MARGHERITA (No Mozzarella cheese)** Mozzarella fior di latte and oregano, topped with fresh basil. $11.50

189 **BURRATA (No Mozzarella cheese)** Simply topped with burrata cheese and fresh basil. $14.00

7 **ITALIA** Ricotta cheese topped with fresh arugula and diced tomatoes. $12.50

8 **ROSSA** Topped with diced tomatoes and fresh basil. $11.50

9 **DIAVOLA (PEPPERONI)** Spicy salami. $11.75

10 **GRECA** Black pitted olives and goat cheese. $13.00

13 **CAPRICCIOSA** Ham, sautéed mushrooms and artichokes. $13.75

14 **PAVIA** Ham and sautéed mushrooms. $12.00

19 **QUATTRO FORMAGGI** Gorgonzola, brie and grated parmesan cheese. $13.00

22 **TONNO & CIPOLLA** Premium Italian tuna and onions. $13.00

23 **BRACCIO DI FERRO** Ricotta cheese and spinach. $12.00

25 **ORTOMISTO** Roasted eggplants, spinach, roasted sweet peppers and broccoli topped with cherry tomatoes. $13.95

46 **REGGIO EMILIA** Sausage. $14.00

50 **COMO** Sautéed porcini mushrooms topped with prosciutto crudo. $17.00

54 **VENEZIA (PORTUGUESA)** Ham, black pitted olives* and onions topped with boiled eggs. $15.00

72 **RIMINI** Ricotta cheese topped with smoked salmon and parsley. $14.00

76 **CARBONARA** Eggs, bacon and grated parmesan cheese. $12.50

83 **PARMA** Roasted eggplants covered with a touch of tomato sauce and grated parmesan cheese. $12.00

85 **MANTOVA** Brie cheese topped with fresh arugula, diced tomatoes and carpaccio* (thinly sliced raw filet of beef). $15.00

107 **SAO PAULO** Catupiry cheese. $14.00

108 **RIO DE JANEIRO** Oven baked pulled chicken breast, catupiry cheese and a dash of parsley. $15.00

116 **NAPOLI** Mozzarella fior di latte, anchovies and black pitted olives*, topped with sun dried tomatoes and fresh basil. $14.50

118 **PIOLA** Mozzarella fior di latte topped with sun dried tomatoes and fresh basil. $14.50

122 **BROOKLYN** Oven baked pulled chicken breast, gorgonzola cheese and broccoli. $13.50

126 **MIAMI BEACH** Mozzarella fior di latte topped with fresh arugula and cherry tomatoes. $14.00

128 **HONOLULU** Ham and pineapple. $13.50

130 **SAN DANIELE** Topped with prosciutto crudo. $14.95

131 **FUNGHI MISTI** Sautéed mixed mushrooms. $15.00

134 **CARNE & COMPAGNIA** Ham, sausage, spicy salami and oven roasted pulled chicken. $14.00

150 **CALZONE** Ham and sautéed mushrooms in the traditional folded shape. $14.50

159 **REGGIO CALABRIA (Calabresa)** Sausage, onions and black olives. $13.95

LE PIZZE BIANCHE (White Pizza)

THIN CRUST WITH NO TOMATO SAUCE, JUST MOZZARELLA CHEESE

211 **BRUXELLES** Ricotta cheese, fresh tomatoes and basil. $12.95

219 **COPENHAGEN** Brie cheese topped with smoked salmon and a dash of parsley. $14.50

224 **LISBONA** Spicy salami and gorgonzola cheese topped with fresh arugula. $14.00

244 **CURITIBA** Catupiry cheese, heart of palm and artichokes. $14.95

245 **SALVADOR** Oven baked pulled chicken breast, catupiry cheese and spinach. $14.50

246 **BUENOS AIRES** Onions and oregano. $11.00

247 **LUBIANA** Topped with prosciutto crudo, diced tomatoes and fresh basil. $15.00

258 **SPARTA** Black pitted olives* topped with fresh arugula, goat cheese and cherry tomatoes. $13.00

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FAMOSI PER LA PIZZA

DALLA NOSTRA CUCINA

OUR TRADITIONAL AND CREATIVE KITCHEN RECIPES TO COMPLEMENT OUR PIZZAS.

GLI ANTIPASTI

APPETIZERS, SNACKS AND SIDE DISHES - GREAT TO SHARE

351 **BRUSCHETTA** Our homemade bread sliced and baked to a perfect crust and topped with fresh tomatoes, basil and olive oil. $6.50

359 **LINOSA** Avocado and shrimp topped with pink sauce. $13.00

368 **CAPRESE** Mozzarella fior di latte and sliced fresh tomatoes topped with fresh basil. $9.00 With Burrata cheese. $14.00

376 **ITALIA UNITA** Daily selection of sliced meats and cheeses served with bread and jam. $14.50

378 **VALLE DEI TEMPLI** Great for sharing. Mozzarella fiore di latte, thinly sliced prosciutto crudo, cherry tomatoes and fresh basil. $14.00 With Burrata cheese. $17.95

386 **POLPETTINE PIOLA** Meatballs in tomato sauce. $9.50

392 **BELLA NAPOLI** Breaded eggplant with tomato sauce and mozzarella cheese. $10.95

393 **OCCHIO BELLO** Sauteed sausage with onions. $11.95

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LE INSALATE

OUR SALALDS ARE FRESH AND MADE TO ORDER, LIGHTLY DRESSED WITH ONE OF OUR HOUSE-MADE DRESSINGS

402 **VERDE & CO** Mixed greens, arugula, tomatoes, carrots, mixed sweet peppers, cucumbers, scallions, Italian dressing. Side $6.00 Regular $9.00

410 **GARIBALDI** Sautéed chicken breast, mixed greens, tomatoes, mozzarella fior di latte, carrots, Dijon mustard dressing. $12.00

415 **D'ANNUNZIO** Mixed greens, tomatoes, sweet corn, fresh bean sprouts, hearts of palm, mozzarella fior di latte, avocado, boiled eggs, Dijon mustard dressing. Side $9.95 Regular $11.50

430 **TOSCANINI*** Smoked salmon, shrimp, Premium Italian tuna, arugula, brie cheese, boiled eggs, black pitted olives*, walnuts, red wine vinaigrette dressing (!!Allergy Advice: contains walnuts). $14.50

449 **ARISTOTELE*** Mixed greens, goat cheese, cherry tomatoes, black pitted olives*, cucumbers, red wine vinaigrette dressing. Side$8.95 Regular $11.00

453 **CALVINO** Sautéed NY Strip steak, mixed greens, walnuts, gorgonzola cheese, cherry tomatoes, onions, mixed sweet peppers, red wine vinaigrette dressing (!!Allergy Advice: contains walnuts). $15.50

454 **LOLLO** Arugula, shaved grana padano cheese, Italian dressing. $8.00

460 **CAESAR** Romaine lettuce, shaved grana padano cheese, croutons, caesar dressing. $9.50
Add chicken (plus $4.45) $13.95

461 **SOFRONE*** Ahi Tuna steak, arugula, black pitted olives*, cherry tomatoes and pink peppercorn. Served without dressing. Delicious if you add a drop of olive oil. $15.50

463 **MACHU PICCHU** Sauteed chicken breast, quinoa, arugula, black pitted olive, cherry tomatoes, cucumber, olive oil. $13.50

DRESSINGS

Italian Balsamic, Dijon mustard, honey oil.
Dijon Mustard Dijon mustard, lemon, garlic, oil.
Red wine vinaigrette Red wine vinegar, lemon, honey.
Pomegranate Pomegranate Syrup, Lemon, Dijon mustard.
Caesar Mayo, Dijon mustard, garlic, lemon juice, olive oil, parmesan cheese.

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DALLA NOSTRA CUCINA

OUR TRADITIONAL AND CREATIVE KITCHEN RECIPES TO COMPLEMENT OUR PIZZAS.

LE PASTE *TRADITIONAL ITALIAN PASTA PREPARED TO ORDER*

501 **SPAGHETTI ALLA CRUDAIOLA** Tomato sauce, diced tomatoes, mozzarella fior di latte, fresh basil. $11.95

509 **PAPPARDELLE BOLOGNESE** Tomato meat sauce. $13.95

524 **FUSILLI BIANCO VERDE** Sautéed chicken, broccoli, cream, parmesan cheese. $13.00

531 **PENNE ROSATE** Smoked salmon, tomato sauce, cream, parsley. $14.00

537 **PENNE CIVIDALE** Prosciutto crudo, cream, rosemary, diced tomatoes, grated Parmesan cheese. $13.95

554 **RAVIOLI CORTINA** Beef stuffed ravioli, cream, porcini mushrooms, parmesan cheese, parsley. $15.50

562 **GNOCCHI LEGNANO** Four cheese cream sauce made with mozzarella, brie, gorgonzola, parmesan cheese. $14.00

565 **GNOCCHI POMPEI**. Tomato sauce, fresh basil. $12.00

580 **MINESTRONE** Vegetable soup with barley. $9.00

591 **LASAGNA RINA** RINA, my mom's recipe. Meat "pasticcio" with béchamel. $12.50

595 **SPAGHETTI ALL'ANTONIA** Rina's meatballs and tomato sauce. $13.50

CARNE E ALTRO *MEAT & MORE*

601 **CARPACCIO AIDA*** Carpaccio (thinly sliced filet of raw beef), arugula, shaved grana padano cheese. $11.00

610 **CARPACCIO NABUCCO*** Carpaccio (thinly sliced filet of raw beef), arugula and capers, topped with shaved grana padano cheese and a capers based sauce. $12.00

652 **POLLO PIOLA** Chicken breast roll filled with spinach and ricotta, sautéed in a creamy mushroom sauce. Served with roasted potatoes. $16.00

661 **MILANESINE PIOLA** Breaded chicken breast filet served with mixed greens, cherry tomatoes and oven roasted potatoes. $15.00

670 **POLLO ALLA PARMIGIANA** Breaded chicken breast topped with our tomato sauce, mozzarella and oregano. Served with spaghetti and tomato sauce or fettuccine Alfredo. $17.00

I DOLCI *PIOLA'S HOMEMADE DESSERTS*

701 **TIRAMISU'*** Ladyfingers dipped in espresso, cream of mascarpone cheese, cocoa. $6.00

704 **PROFITEROLES** Cream puffs filled with vanilla ice cream and topped with warm chocolate sauce. $7.00

709 **DOLCE COMPAGNIA** Mascarpone cheese served in a crispy cookie bowl. $7.00

716 **TORTA NERA E GELATO** Chocolate cake and vanilla ice cream topped with warm chocolate sauce and served in a crispy cookie cup. $6.00

725 **COPPA PIOLA** Vanilla ice cream served in a crispy cookie cup, topped with warm chocolate sauce and a sprinkle of Farofa Doce (!!Allergy Advice: Farofa Doce contains nuts). $6.00

736 **PANNA COTTA** Vanilla based custard topped with a house-made red berries sauce. $6.00

739 **FRESA Y CHOCOLATE PIZZA** Nutella spread, strawberries and powdered sugar. $11.95

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FAMOSI PER LA PIZZA

WATER, SODAS AND JUICES

900 **SAN PELLEGRINO SPARKLING WATER** $5.00
901 **PANNA FLAT WATER** $5.00
902 **SODAS (COKE, DIET COKE, SPRITE, GINGER ALE)** $2.50
903 **SAN PELLEGRINO ARANCIATA (ORANGE SODA)** $3.00
905 **GUARANA** $3.00
907 **ORANGE JUICE** $3.00
937 **CRANBERRY JUICE** $3.00
938 **APPLE JUICE** $3.00
939 **PEACH JUICE** $3.00
936 **FRESH PINEAPPLE AND MINT JUICE** $5.00
908 **FRESH SWISS LEMONADE** $5.00
909 **ICE TEA** $2.50

COFFEES

910 **ESPRESSO** $2.00
911 **CAPPUCCINO** $4.00
912 **AMERICAN COFFEE** $2.00
913 **HOT TEA** $3.00

LE BIRRE *BEERS*

DRAFT BEER – 16oz Pint

852 **GUINNESS** $4.75
853 **MAHOU** $4.50
854 **BLUE MOON** $4.50
855 **PERONI** $4.50
856 **SAM ADAMS** Lager $4.50
857 **SAM ADAMS** Rebel $4.50
858 **HEINEKEN** $4.50
859 **DAILY DRAFT BEER LOVER SPECIAL** (ask server) $4.00

BOTTLED BEER 12oz

860 **STELLA ARTOIS** $4.00
861 **CORONA** $4.00
862 **AGUILA** $4.00
863 **PERONI** $4.00
864 **MILLER LITE** $4.00
865 **GROLSH** $4.00
866 **ALHAMBRA** $4.00

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IL VINO

VINI BIANCHI - WHITE WINES

		Glass	Bottle
805	**HOUSE WINE** (Italy 2013)	$7.50	
806	**CHARDONNAY** Astorre Noti (Italy 2011)	$9.00	$32.00
808	**CHARDONNAY** Perry Creek (California 2012)	$10.00	$36.00
809	**PINOT GRIGIO** Villa Pozzi (Italy 2012)	$8.00	$28.00
810	**PINOT GRIGIO** Valle (Italy 2012)	$9.00	$32.00
811	**SAUVIGNON BLANC** La Revelation (France 2012)	$9.00	$32.00
812	**SAUVIGNON BLANC** Andretti (California 2012)	$8.00	$28.00
813	**PROSECCO** Victoria (Italy 2012)	$8.00	$28.00

VINI ROSSI - RED WINES

		Glass	Bottle
823	**HOUSE WINE** (Italy 2013)	$7.50	
824	**MERLOT** Wente (California 2011)	$8.00	$28.00
813	**MERLOT** Perry Creek (California 2010)	$9.00	$32.00
814	**CABERNET** Il Lago (Italy 2012)	$8.00	$28.00
815	**CABERNET** Tamari (Argentina 2010)	$9.00	$32.00
816	**MALBEC** Talante Reserva (Argentina 2012)		$44.00
817	**MALBEC** Makia (Argentina 2013)	$9.00	$32.00
818	**SANGIOVESE** Torre Del Sale (Italy 2010)	$8.00	$28.00
821	**CHIANTI** Ruffino Asiano (Italy 2011)	$9.00	$32.00
819	**PINOT NOIR** Perry Creek (California 2011)	$9.00	$32.00
820	**PINOT NOIR** Hob Nob (France 2011)	$10.00	$36.00

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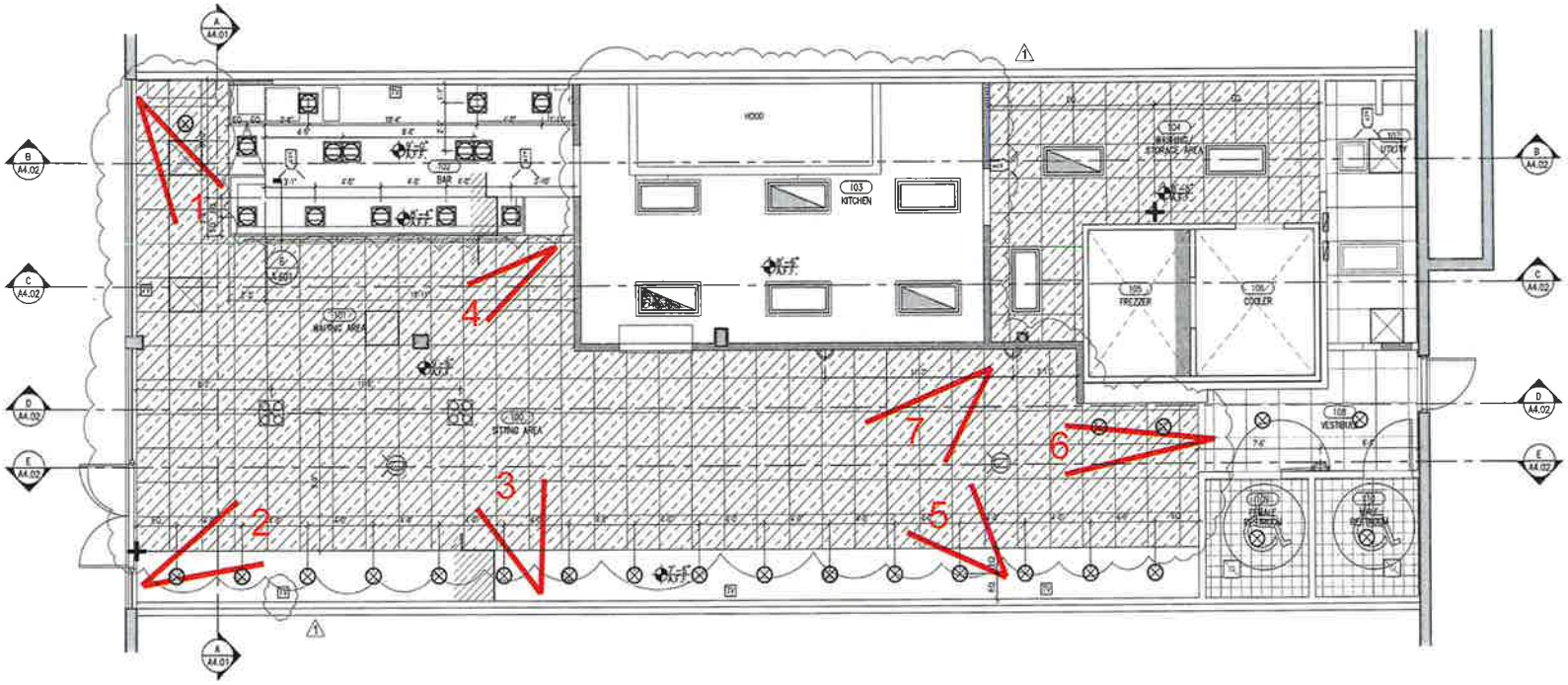

PIOL
TECHNICAL DEPARTM

Location

U S A
Miami, Florida
11421 South Dixie Higway, Pinecre

Plate n. P-USA-MIA-PV-SPa

Title Interior pictures

Date 15-06-24

Scale

Notes

1	P-USA-MIA-PV-SPark - interior pictures

revisions

FON
GRUPPO FONARCHITET

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Front View

Foto 1

Detail

Foto 2

Detail

Foto 3

Foto 4

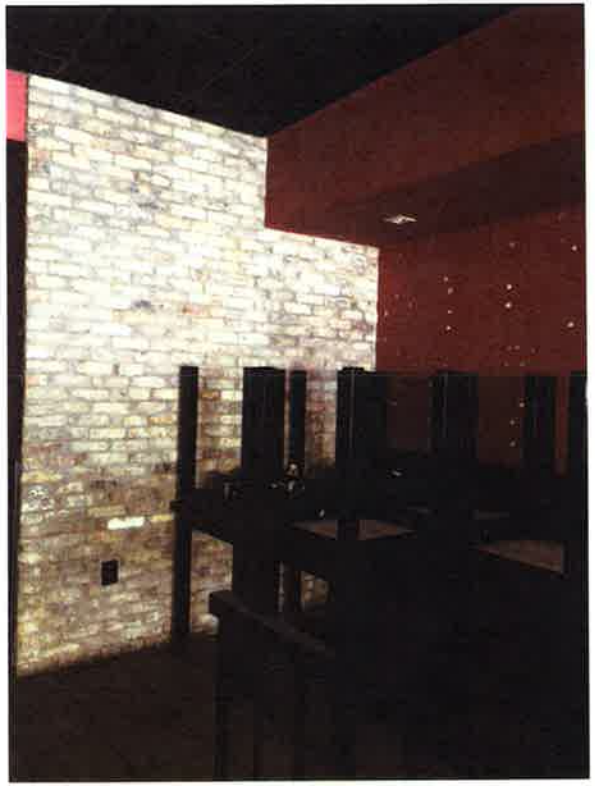

Foto 5

Foto 6

Foto 7

General view

Exterior Back

TENANT IMPROVEMENTS FOR NEW RESTUARANT:

MOTORINO, LLC

11421 S. DIXIE HWY.

PINECREST, FL. 33156

PROJECT:

TENANT IMPROVEMENTS FOR NEW RESTUARANT:
MOTORINO, LLC
11421 S. DIXIE HWY.
PINECREST, FL. 33156

PERMIT SET

SKYSCRES ARCHITECTURE, INC.
AA26002672
DANIEL GOMEZ, ARCHITECT
AR94004
3401 SW 87th AVE
MIAMI, FL 33165
305.595.1777
dgomez@skyscraper.com

SEAL:

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REVISED:

COVER SHEET

1505 CASPR

07/29/2015

A.CO

PROJECT DATA:

TENANT IMPROVEMENTS FOR NEW RESTAURANT:
MOTORINO, LLC
11421 S. DIXIE HWY.
PINECREST, FL. 33156

PROPERTY ADDRESS & FOLIO NUMBER:

11421 - 11423 S.DIXIE HWY.
PINECREST, FL. 33156

FOLIO NO: 36-5050-015-0050

PROPERTY OWNER:

SUNYLAND ASSOCIATES, LTD.
ATTN ARTHUR GODFREY ED., ARSD
MIAMI BEACH, FL. 33140

FULL LEGAL DESCRIPTION:

LO 55 40-P9 77-74 SUNYLAND CENTER 2ND AND PLAT 5-17 OF LOT 15-A & ALL LOTS 16-A TO 19-A INCL.& 45.75% 20FT OF PLT 5-17 LYG OF LOT 20-A BLK 1 & 44.25 % 20FT OF ALLEY LYG EST & ADJ CLOSED PER R-90-2011-0 90-2012-025-0050 ON 10/24/1990 (1.0A)

LOCATION MAP:

SCOPE OF WORK:

THIS SCOPE OF WORK IS INTENDED TO PROVIDE A GENERAL DESCRIPTION OF THE WORK PROPOSED. THE PROJECT ENCOMPASSES TENANT IMPROVEMENTS FOR A NEW RESTAURANT AND IS AS FOLLOWS: RENOVATION OF EXISTING RESTAURANT SPACE FOR NEW TENANT IN SUITE 01.

APPLICABLE CODES & DESIGN CRITERIA:

THE FOLLOWING DRAWINGS & SPECIFICATIONS WERE PREPARED USING:
2014 FLORIDA BUILDING CODE & 2014 FLORIDA FIRE PREVENTION CODE

OCCUPANCY CLASSIFICATION:

THE OCCUPANCY CLASSIFICATION OF THE SUBJECT PROPERTY IS:
ASSEMBLY GROUP A-2 AS PER FBC 2014, CHAPTER 3.

CONSTRUCTION CLASSIFICATION:

THE CONSTRUCTION CLASSIFICATION OF THE SUBJECT PROPERTY IS:
TYPE II-A
AS PER, FBC-2014, 604

CLASSIFICATION OF WORK:

THE CLASSIFICATION OF WORK PROPOSED IS:
ALTERATION - LEVEL 3
AS PER, FBC-2014-EBC, CHAPTER 5

SHEET INDEX:

ARCHITECTURAL DRAWINGS:
A0.0 TITLE SHEET, GENERAL NOTES & PROJECT DATA & INFORMATION
A0.1 FLOOR PLAN EXISTING
A0.3 FLOOR PLAN: DEMOLITION
A1.0 FLOOR PLAN: NEW PROPOSAL
A1.1 FLOOR PLAN: FFE
A1.2 ELEVATION AND SECTIONS
EQ.0.1 EQUIPMENT
S.0.1 LIFE SAFETY

MECHANICAL DRAWINGS:
M.1 MECHANICAL FLOOR PLAN
M.2 CONTINUE NOTES AND DETAILS
ELECTRICAL DRAWINGS:
E.1 ELECTRICAL LIGHTING FLOOR PLAN
E.2 POWER FLOOR PLAN
E.3 GENERAL NOTES/ RANDOM PANEL SCHEDULES
PLUMBING DRAWINGS:
P.1 SANITARY FLOOR PLAN
P.2 WATER FLOOR PLAN
P.3 RISER DIAGRAM
P.4 GENERAL NOTES AND DETAILS
STRUCTURAL DRAWINGS:
S1.1 STRUCTURAL FLOOR PLAN

GENERAL NOTES:

1. THE TERMS CENTRAL CONTRACTOR, CONSTRUCTION CONTRACTOR, CONTRACTOR SHALL BE INTERCHANGEABLE TO BE THE SAME AND UNLESS SPECIFICALLY NOTED OTHERWISE.
2. THE CENTRAL CONTRACTOR SHALL VERIFY ALL FIELD CONDITIONS, DIMENSIONS AND DETAILS PRIOR TO CONSTRUCTION AND AS ANTICIPATED OR INFERRED PRIOR TO PRICING OR BIDDING.
3. THE ARCHITECT SHALL BE NOTIFIED OF ANY DISCREPANCIES OR OMISSIONS, WHICH WOULD INTERFERE WITH THE SATISFACTORY EXECUTION OF DESIGN AND/OR COMPLETION OF THE WORK, PRIOR TO THE START OF ANY AND ALL WORK.
4. GENERAL CONTRACTOR SHALL REVIEW AND BE FAMILIARIZED WITH THE DRAWINGS & SPECIFICATIONS AND WITH THE CONDITIONS AT THE PLACE WHERE THE WORK IS TO BE PERFORMED AFFECTING SUCH DRAWINGS AND SPECIFICATIONS. T
5. HE GENERAL CONTRACTOR IS RESPONSIBLE TO DISTRIBUTE THE APPROPRIATE DOCUMENTS TO THE SUBCONTRACTORS AND VENDORS IN ORDER TO COORDINATE WITH OTHER TRADES AFFECTING THE COMPLETION OF THEIR WORK.
6. THE GENERAL CONTRACTOR SHALL PROVIDE ALL THE REQUIRED DOCUMENTS AND CERTIFICATES OF INSPECTION AND SHALL PERFORM ALL THE CONTROLLED INSPECTIONS REQUIRED BY THE LOCAL AUTHORITY AND/OR DEPARTMENT OF BUILDING OR OTHER RELATED AGENCY.
7. THE GENERAL CONTRACTOR SHALL SUBMIT IN WRITING ALL PROPOSALS FOR ADDITIONAL WORK TO THE ARCHITECT FOR REVIEW AND ARCHITECT/OWNER APPROVAL. NO WORK IS TO PROCEED UNTIL AN AUTHORIZATION TO PROCEED, SIGNED BY THE ARCHITECT & OWNER IS RETURNED TO THE GENERAL CONTRACTOR.
8. THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR THE COORDINATION OF WORK AND ESTABLISHING SCHEDULES FOR OWNERS OWN CONTRACTORS. HE/SHE SHALL AFFORD SUCH CONTRACTORS REASONABLE OPPORTUNITY FOR THE INTRODUCTION AND STORAGE OF THEIR MATERIALS AND EQUIPMENT FOR THE EXECUTION OF THEIR WORK.
9. DRAWINGS ARE NOT TO BE SCALED. DIMENSIONS SHALL GOVERN.
10. ALL WORK SHALL CONFORM TO THE DRAWINGS AND SPECIFICATIONS AND ALL MATERIALS USED IN THE EXECUTION OF THE WORK SHALL BE NEW AND OF THE BEST QUALITY OF THE TYPE SPECIFIED.
11. NO SUBSTITUTIONS OF SPECIFIED MATERIALS SHALL BE MADE WITHOUT THE WRITTEN AUTHORIZATION OF THE ARCHITECT. THE ARCHITECT AND OWNER WILL CONSIDER ALTERNATE CHANGE REQUESTS ON AN INDIVIDUAL BASIS. CONTRACTOR SHALL SUBMIT SAMPLES AND CUTS FOR PRETRIAL APPROVAL BY THE ARCHITECT PRIOR TO THE PROCUREMENT OF ANY SUCH MATERIAL.
12. SUBSTITUTIONS SHALL NOT DELAY THE PROGRESS OF THE WORK. ALL MANUFACTURED ARTICLES, MATERIALS AND EQUIPMENT SHALL BE SUPPLIED, INSTALLED, CONNECTED, CONSTRUCTED, USED, CLEANED AND CONFORMED AS DIRECTED BY THE MANUFACTURER UNLESS OTHERWISE SPECIFIED ON THE DRAWINGS.
13. ALL SUBCONTRACTORS SHOP DRAWINGS SHALL BE SUBMITTED TO THE ARCHITECT FOR APPROVAL THROUGH THE GENERAL CONTRACTOR PRIOR TO THE WORK BEING PERFORMED, AND IN ACCORDANCE WITH THE PROCEDURE DESCRIBED IN THE CONTRACT DOCUMENTS.
14. ALL PUBLIC AREAS SUCH AS ELEVATOR, LOBBY, CORRIDOR, TOILET AND SERVICE HALLS SHALL BE PROTECTED FROM DAMAGE, EQUIPMENT OF OWNERS AND ADJACENT PROPERTIES SHALL ALSO BE PROVIDED AND BE REPAIRED & MAINTAINED DURING THE COURSE OF CONSTRUCTION, TO THE SATISFACTION OF THE OWNER.
15. GENERAL CONTRACTOR IS RESPONSIBLE TO THOROUGHLY VACUUM AND CLEAN ALL CARPETED AREAS, FLOORING, BALUSTRADES, LIGHT FIXTURES, GLASS, ETC. HE/SHE SHALL ALSO DISCOVER AND VACUUM OUT ALL MECHANICAL UNITS AFTER WORK IS COMPLETED AND MAINTAIN CLEAN CONDITIONS THROUGH THE TENANTS MOVE-IN.
16. THE GENERAL CONTRACTOR SHALL BE SOLELY RESPONSIBLE TO MAINTAIN HARMONY AMONG ALL TRADES AND AVOID ANY LABOR DISPUTE THAT MAY CAUSE A DELAY IN COMPLETING THE WORK. ANY LABOR DISPUTE, SHALL BE THE SOLE RESPONSIBILITY OF THE GENERAL CONTRACTOR.
17. ALL DRAWINGS AND CONSTRUCTION NOTES ARE COMPLEMENTARY AND WHAT IS CALLED FOR BY ONE WILL BE AS BINDING AS IF CALLED FOR BY ALL.
18. ALL SHOP DRAWINGS AND CUT SHEETS, ARE FOR REVIEW AND VERIFICATION OF ADHERENCE TO THE DESIGN INTENT ONLY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL MEANS, METHODS, ERRORS, AND/OR OMISSIONS ON THEIR DRAWINGS.
19. WHERE THE TERM EQUAL IS USED IN SPECIFICATIONS IT SHALL BE UNDERSTOOD THAT THE REFERENCE IS MADE TO THE MEANS AND JUDGEMENT OF THE ARCHITECT AND OWNER FOR REVIEW AND APPROVAL. ACTUAL SAMPLES OF THE SUBSTITUTIONS SHALL ALSO BE SUBMITTED TO THE ARCHITECT FOR REVIEW AND APPROVAL.
20. THE CONTRACTOR SHALL FURNISH AND PAY FOR AT THEIR OWN EXPENSE, THE SERVICES OF APPROVED TESTING LABORATORIES OR AGENCIES REQUIRED FOR TESTS AND INSPECTIONS OF ALL CONSTRUCTION METHODS SUBJECT TO CONTROLLED INSPECTIONS.
21. GENERAL CONTRACTOR IS RESPONSIBLE TO PROTECT AS REQUIRED ALL TENANT OCCUPIED AREAS WHERE FINISH WORK OR GENERAL CONSTRUCTION IS TO BE PERFORMED. GENERAL CONTRACTOR TO INSTALL ADEQUATE PROTECTION ON ALL FINISHED SURFACES PRIOR TO THE OWNERS MOVING DATE, AND SHALL REMOVE SAME FOLLOWING COMPLETION OF THE WORK.
22. THE GENERAL CONTRACTOR WILL BE RESPONSIBLE FOR ALL COSTS INCURRED FOR DAMAGES CAUSED BY HIS SUBCONTRACTORS, SUB-SUBCONTRACTORS OR VENDORS.
23. GENERAL CONTRACTOR SHALL PROVIDE ALL NECESSARY FASTENERS, SUPPORTS, BLOCKING, FLASHING, PATTERNS AND OTHER MISCELLANEOUS PARTS FOR THE PROPER INSTALLATION OF SUCH ITEMS AND SHALL CONSULT WITH OWNERS VENDORS.
24. THE GENERAL CONTRACTOR AND SUBCONTRACTOR SHALL BE REQUIRED TO ATTEND PROJECT MEETINGS AT THE PROJECT SITE WHEN REQUIRED BY THE ARCHITECT AND OWNER AND PREPARE AND DISTRIBUTE MEETING MINUTES OF SUCH MEETINGS.
25. THE GENERAL CONTRACTOR SHALL ARRANGE FOR, PROVIDE AND MAINTAIN TEMPORARY FACILITIES AND CONTROLS AS REQUIRED FOR THE PROPER AND TIMELY EXECUTION OF THE WORK.
26. THE GENERAL CONTRACTOR SHALL TAKE NECESSARY PRECAUTIONS TO PROPERLY CONTROL DUST FROM RISING. PROTECT UNAFFECTED PORTIONS OF THE EXISTING BUILDING AFFECTED BY THE OPERATIONS UNDER THIS SECTION BY DUST PROOF partitions AND OTHER ADEQUATE MEANS.
27. THE GENERAL CONTRACTOR SHALL PROVIDE TEMPORARY WEATHER PROTECTION FOR PORTIONS OF THE WORK THAT BECOME EXPOSED TO WEATHER, AND SHALL BE RESPONSIBLE FOR ANY DAMAGE CAUSED BY INSUFFICIENT PROTECTION.
28. ALL WORK, MATERIALS AND EQUIPMENT SPECIFIED IN THE PROJECT SHALL BE INSTALLED IN STRICT ACCORDANCE WITH THE MANUFACTURER RECOMMENDATIONS AND SPECIFICATIONS.
29. CONTRACTOR MUST NOTIFY ARCHITECT AND OWNER IN WRITING IMMEDIATELY OF ANY UNEXPECTED OR UNKNOWN CONDITIONS, DISCREPANCIES IN THE DRAWINGS AND CONTRACT DOCUMENTS, ANY ERRORS OR OMISSIONS ON THE DRAWINGS OR THE FIELD AND THE ISSUE MUST BE RESOLVED PRIOR TO PROCEEDING WITH WORK OR SHOP FABRICATIONS.
30. CONTRACTOR SHALL NOTIFY ARCHITECT FOR CLARIFICATION PRIOR TO PLACING OF ANY DISCREPANCIES BETWEEN ARCHITECTURAL, STRUCTURAL, MECHANICAL, ELECTRICAL, PLUMBING AND FIRE PROTECTION DRAWINGS
31. CONTRACTOR TO OBTAIN WRITTEN APPROVAL FROM OWNER AND ARCHITECT PRIOR TO ANY CHANGES OR DEVIATION FROM CONTRACT DOCUMENTS.
32. CONTRACTOR SHALL BE RESPONSIBLE FOR THE REPAIR AND/OR THE REPLACEMENT OF ANY ITEMS DAMAGED DURING CONSTRUCTION OR CLEAN UP.
33. CONTRACTOR TO SUBMIT SHOP DRAWINGS FOR REVIEW BEFORE COMMENCING FABRICATION AND/OR INSTALLATION OF ALL APPLICABLE ITEMS FOR CONSTRUCTION.
34. ALL SHOP DRAWINGS DIMENSIONS SHALL BE FIELD VERIFIED, REVIEWED AND APPROVED BY THE CONTRACTOR BEFORE SUBMITTAL. SHOP DRAWINGS WHICH ARE INCOMPLETE OR LACKING SUFFICIENT INFORMATION WILL BE RETURNED WITHOUT REVIEW.

35. DISCREPANCIES IMPACT TO THE ARCHITECT'S ATTENTION IN WRITING:

35.A. WHEN A DISCREPANCY OR CONFLICT IS DISCOVERED IN THE CONTRACT DOCUMENTS, THE MORE STRICT REQUIREMENTS SHALL APPLY.
35.B. THE CONTRACTOR SHALL NOTE ALL ITEMS OR DETAILS CLARIFIED WITH THE ARCHITECT PRIOR TO SUBMITTING A BID, OTHERWISE THE ARCHITECT'S INTERPRETATION SHALL BE FINAL.
35.C. ON-SITE VERIFICATION OF ALL DIMENSIONS AND CONDITIONS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
35.D. ANY DISCREPANCIES SHALL BE REPORTED TO THE ARCHITECT AT ONCE BEFORE PROCEEDING.
35.E. DRAWINGS ARE NOT TO BE SCALED. WRITTEN DIMENSIONS SHALL BE FOLLOWED.

36. THE CONTRACTOR SHALL BE AWARE THAT SPECIFIC FIRE RATED SEPARATION WITH THE BUILDING'S CONSTRUCTION IS REQUIRED BY CODE. THE USE OF SPECIFIC MATERIALS AND COMBINATIONS OF MATERIALS WITHIN FIRE RATED ASSEMBLIES, AS CALLED FOR ON THE DRAWINGS AND SPECIFICATIONS, ARE FOR THE PURPOSE OF ACHIEVING THESE REQUIRED FIRE SEPARATIONS. IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO VERIFY THAT ANY CHANGE IN MATERIAL THAT IS REQUESTED BY OR MADE BY THE CONTRACTOR AND/OR HIS SUBCONTRACTORS, FROM THOSE MATERIALS SHOWN OR SPECIFIED, SHALL NOT IN ANY WAY AFFECT OR LESSEN THE REQUIRED FIRE RATED CONSTRUCTION ASSEMBLY.
37. CONTRACTOR TO SUBMIT A MINIMUM OF FIVE (5) SETS OF COMPLETE SHOP DRAWINGS ON SUBMITTALS FOR APPROVAL BEFORE COMMENCING FABRICATION AND/OR INSTALLATION OF ALL APPLICABLE ITEMS OF CONSTRUCTION.
38. ALL SHOP DRAWING DIMENSIONS SHALL BE FIELD VERIFIED AND REVIEWED AND APPROVED BY THE CONTRACTOR BEFORE SUBMITTAL AND SO NOTED.
39. CONTRACTOR TO FURNISH AND INSTALL ALL METAL AND WOOD BLOCKING REQUIRED FOR WALL MOUNTED OR BRACED FIXTURES, MILLWORK, SHELVES, BATHROOM FIXTURES, ACCESSORIES AND OTHER ITEMS DESCRIBED IN DRAWINGS.
40. CONTRACTOR SHALL COORDINATE WITH MECHANICAL AND ELECTRICAL CONTRACTORS THE LOCATION OF ALL ACCESS PANELS SO AS TO ALLOW FOR PROPER EQUIPMENT ACCESSIBILITY, MAINTENANCE AND/OR OPERATION OF THE BUILDING SYSTEMS. THE DIMENSIONS OF ANY OR ALL ACCESS PANELS DOES NOT RELIEVE THE CONTRACTOR OF THE RESPONSIBILITY FROM PROVIDING ADDITIONAL SUCH PANELS OR DOORS FOR ARCHITECT'S APPROVAL.
41. BEFORE INSTALLATION, THE CONTRACTOR SHALL COORDINATE WITH THE ARCHITECT THE EXACT MOUNTING LOCATION OF ALL SWITCHES, WALL RECEPTACLES, PLUGS, THERMOSTATS, AND OTHER WALL MOUNTED FIXTURES NOT SPECIFIED IN THE DRAWINGS.
42. CONTRACTOR SHALL BE RESPONSIBLE FOR REGULARLY REMOVING ALL DEBRIS AND CONSTRUCTION MATERIALS FROM THE SITE.
43. CONTRACTOR SHALL ALSO BE RESPONSIBLE FOR PROPER REGULAR CLEANING OF ALL AREAS PRIOR TO FINAL ACCEPTANCE BY THE OWNER, INCLUDING BUT NOT LIMITED TO WINDOWS, STOREFRONTS, FLOORING, CARPETS, WALLS, DOORS, EQUIPMENT, ETC.
44. ANY DAMAGE TO EXISTING STRUCTURE DURING THE CONSTRUCTION OF THE NEW WORK SHALL BE REPAIRED TO EQUIVALENT OR BETTER THAN ORIGINAL CONDITION AT CONTRACTOR'S EXPENSE AND SHALL NOT BE A COST OF THE WORK.
45. CONTRACTOR SHALL PROVIDE PROPER SAFEGUARDS IN COMPLIANCE WITH O.S.H.A. STANDARDS DURING ALL PHASES OF CONSTRUCTION.
46. CONTRACTOR SHALL NOTIFY ARCHITECT FOR CLARIFICATION PRIOR TO ORDERING OF ANY DISCREPANCIES BETWEEN ARCHITECTURAL, STRUCTURAL, MECHANICAL, ELECTRICAL, PLUMBING AND/OR FIRE PROTECTION DRAWINGS. ANY DISCREPANCIES DISCOVERED AFTER DRAWING SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR AND INTERPRETED BASED ON THE MOST CORRECT METHODS OR FINISH REQUIRED TO CORRECT THE DISCREPANCY.
47. CONTRACTOR SHALL PROVIDE SHOP DRAWINGS INCLUDING BUT NOT LIMITED TO THE FOLLOWING: WINDOWS, SLIDING GLASS DOORS, STORE FRONT, METAL CONTRACTOR WORK AND GLASS RAILINGS, STAIR RAILINGS & HANDRAILS, CANOPY, SPRINKLER, MECHANICAL GRILLES, METAL STAIRS, FLOOD PROOF PANELS AND ANY OTHER ITEM AS REQUIRED BY THE FLORIDA BUILDING CODE OR ANY OTHER GOVERNMENTAL AGENCY HAVING JURISDICTION IN THE PROJECT.
48. SHOP DRAWINGS MAY REQUIRE APPROVAL AT THE BUILDING DEPARTMENT WHICH IS THE RESPONSIBILITY OF THE GENERAL CONTRACTOR TO PROCURE.

ABBREVIATIONS:

@	AT	INT.	INTERIOR
A.C.T.	ACOUSTICAL CEILING TILE	L.	LENGTH
A.F.C.	ABOVE FINISHED CEILING	MANUF.	MANUFACTURER
A.F.F.	ABOVE FINISHED FLOOR	MAX.	MAXIMUM
A.M.U	AIR HANDLER UNIT	MECH.	MECHANICAL
AL., ALUM.	ALUMINUM	MEZZ.	MEZZANINE
BTM.	BOTTOM	MIN.	MINIMUM
C.B.S.(CMU)	CONC. BLOCK SYSTEM	MISC.	MISCELLANEOUS
CEIL., CLG.	CEILING	M.O.	MASONRY OPENING
C.L.	CENTER LINE	MTL.	METAL
CLO.	CLOSET	N.I.C.	NOT IN CONTRACT
CLR.	CLEAR	NO.	NUMBER
COL.	COLUMN	N.T.S.	NOT TO SCALE
CONC.	CONCRETE	O.C.	ON CENTER
CONT.	CONTINUOUS	O.D.	OUTSIDE DIAMETER
CORR.	CORRIDOR	PERM.	PERMANENT
CTR.	CENTER	PLMB.	PLUMBING
D.	DEPTH	PNL.	PANEL
DBL.	DOUBLE	PRTN.	PARTITION
DET., DTL.	DETAIL	PNT.	PAINT
DIA.	DIAMETER	P.S.F.	POUNDED SQUARE FOOT
DIM.	DIMENSION	R.	RADIUS
DN.	DOWN	R.C.P.	REFLECTED CEILING PLAN
EL.	ELEVATION	RD	ROOF DRAIN
ELEC.	ELECTRICAL	RECP.	RECEPTACLE
EQ.	EQUAL	REF.	REFRIGERATOR
EQUIP.	EQUIPMENT	R.O.	ROUGH OPENING
EXP.	EXPANSION	REQD.	REQUIRED
EXIST.	EXISTING	RM.	ROOM
EXP.	EXPOSED	S.S.	STAINLESS STEEL
EXT.	EXTENSION	S.C.	SOLID CORE
F.D.	FIRE DEPARTMENT	SECT.	SECTION
F.E.	FIRE EXTINGUISHER	SIM.	SIMILAR
FIN	FINISH	SPEC.	SPECIFICATIONS
F.F.	FINISH FLOOR	SPKLR.	SPRINKLER
F.F.E.	FINISH FLOOR ELEVATION	SQ.	SQUARE FOOT
FL., FLR.	FLOOR	STD.	STANDARD
FT.	FEET	STL.	STEEL
FTG.	FOOTING	STRUC.	STRUCTURAL
GA.	GAUGE	TEL.	TELEPHONE
GALV.	GALVANIZED	THK	THICK
G.C., CC	GENERAL CONTRACTOR	T.O.	TOP OF
GYM.	GYPSUM	T.O.B.	TOP OF BEAM
G.W.B.	GYPSUM WALL BOARD	T.O.S.	TOP OF SLAB
HDWRE.	HARDWARE	TYP	TYPICAL
H.M.	HOLLOW METAL	U.L.	UNDERWRITERS LABORATORY
HOR.	HORIZONTAL	VERT.	VERTICAL
H.P.	HIGH POINT	V.I.F.	VERIFY IN FIELD
HTL.	HEATER	W.	WIDTH
H.R.	HAND RAIL	WD	WOOD
HW.	HOT WATER	W.C.	WATER CLOSET
I.D.	INSIDE DIAMETER	WP	WATER PROOF
IN.	INCH	W.P.	WATER PROOF
INFO.	INFORMATION		
INSUL.	INSULATION		

PROJECT:
TENANT IMPROVEMENTS FOR NEW RESTAURANT:
MOTORINO, LLC
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REVISED

TITLE SHEET & GENERAL NOTES

1509135SFR

07/29/2015

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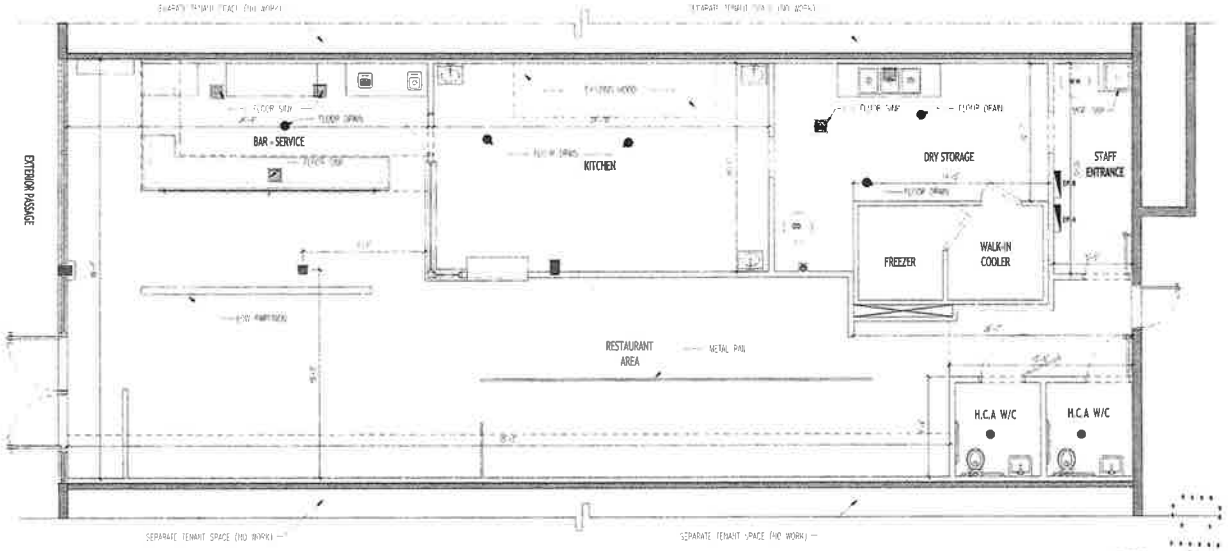
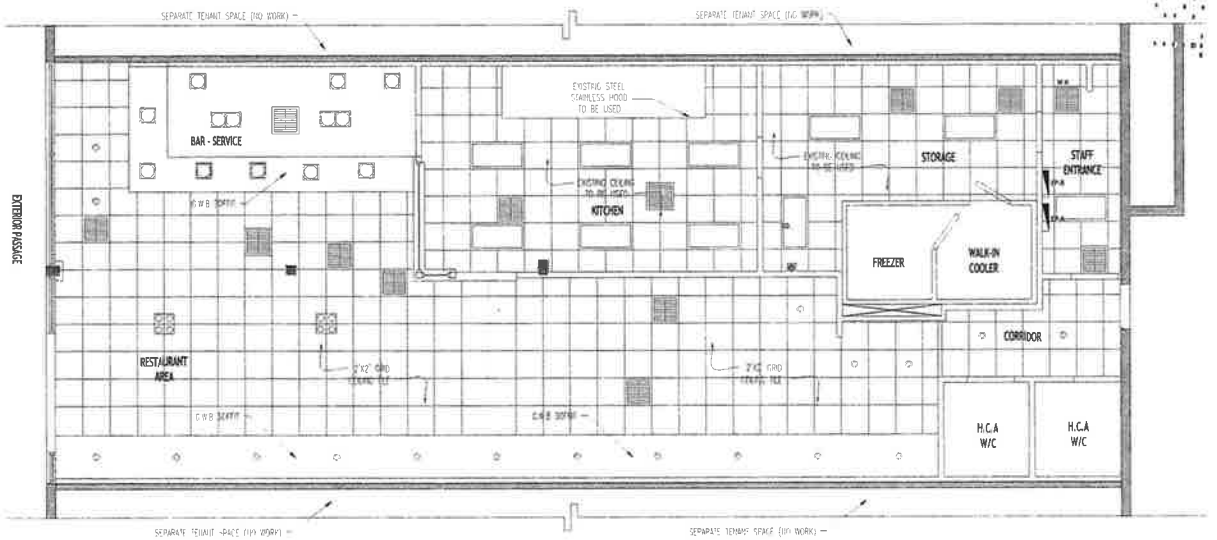


1 EXISTING FLOOR PLAN
Scale: 1/4" = 1'-0"



2 EXISTING R.C.P.
Scale: 1/4" = 1'-0"

LEGEND	
SYMBOL	DESCRIPTION
	ENLARGED DETAIL CALL OUT
	EXISTING AREA (NO WORK)
	NEW STRUCTURAL COMPONENT
	NEW CONCRETE BLOCK SYSTEM
	NEW INTERIOR PARTITION
	G.W.B. CEILING
	SUSPENDED ACOUSTICAL CEILING

PROJECT:
TENANT IMPROVEMENTS FOR NEW RESTAURANT:
MOTORINO, LLC
11431 S. DIXIE HWY.,
PINECREST, FL. 33156

PERMIT SET

SASSIDES ARCHITECTURE, INC.
ENGINEERED:
DRAWN/CONED, ARCHITECT
APPROVED:

SEAL:

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REVISED:

FLOOR PLAN
EXISTING

15051/2SPR

07/23/2015

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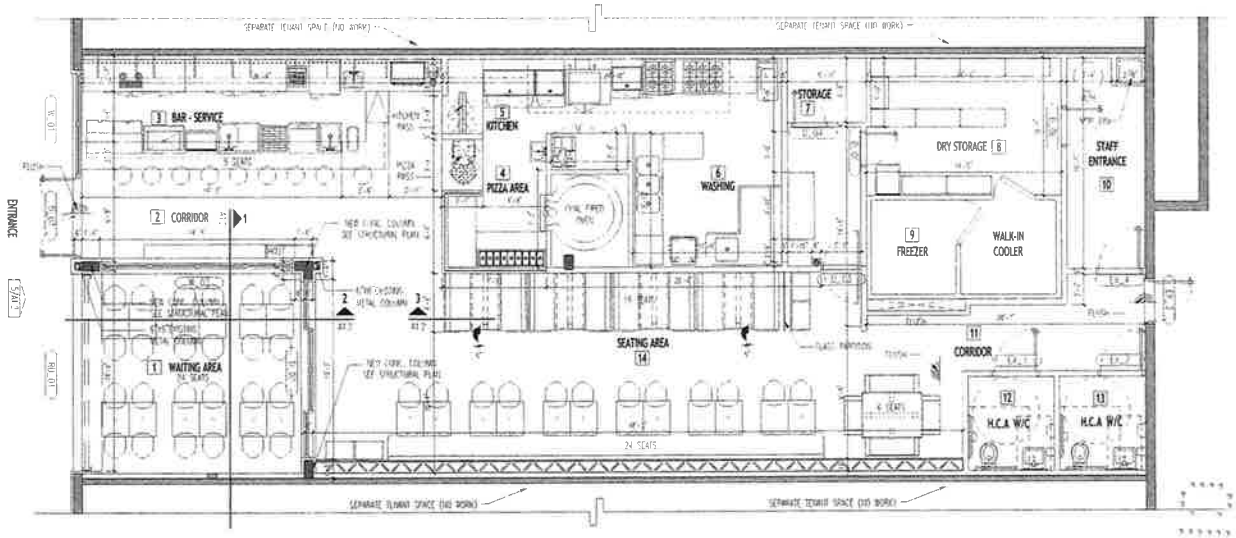
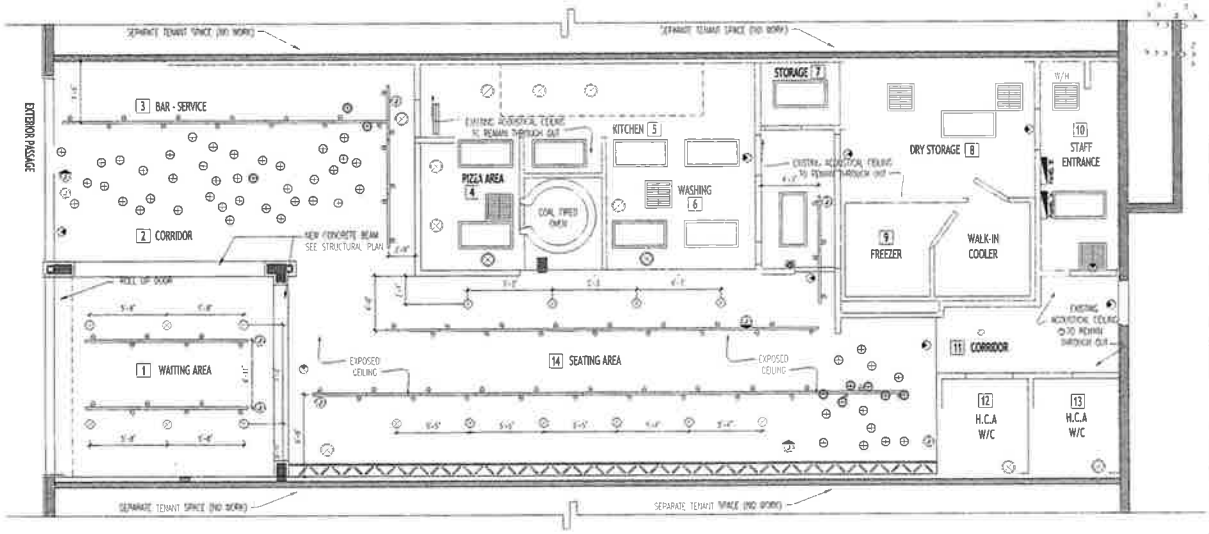


1 NEW PROPOSAL FLOOR PLAN
Scale: 1/4" = 1'-0"



2 NEW PROPOSAL R.C.P.
Scale: 1/4" = 1'-0"

LIGHTING SCHEDULE

SYMBOL	DESCRIPTION	SPECIFICATION	NOTES
	EXISTING RECESSED PARABOLIC FLUORESCENT SCREENED LIGHT FIXTURE		EXISTING CIRCUIT
	PENDANT	FRANCHISE TYPICAL SINGLE PENDANT 14"	PENDANT: 120VAC ASSEMBLY MARK REQUIRED/ 4WMAX /CFL/MAX CANDELABRAS CREW BULBS
	RECESSED 6" COMPACT FLUORESCENT		EXISTING FIXTURES LAMP SOCKET 4-PIN G24Q BASE ACCEPT (1) 13W OR 18W DTT LAMP.
	SPOT LIGHT LED MAX 8W/ 6" K FOR TABLES		
	TRACK LIGHT FIXTURE	WAC LIGHTING / MODEL : 104 / 8W LED G4Q BR/ 120V TRACK MINIATURE LINE VOLTAGE LUMINAIRE	DIM TO 10 WITH ELV DIMMER / FORMED METAL POLYCARBONATE TRACK ADAPTOR AND ARMING SCREW IN BLACK TO MATCH TRACK FINISH
	TRACK SYSTEM	WAC LIGHTING /TRACK 120V SINGLE CIRCUIT TRACK SYSTEM/ 20AMPS RATED 120V	USE TRACKS AT 80 CAPACITY TO ENSURE COMPATIBILITY WITH DIMMERS AND CONNECTORS (FROM MANUFACTURER)

NOTE: ALL AUDIO, VISUAL AND LIGHTING FIXTURES SHALL BE UL-LISTED. LIGHTING PLAN SHALL BE COORDINATED WITH THE TECHNICAL REQUIREMENT SPECIFIED IN THE ELECTRICAL PLANS AND IN THE LOW VOLTAGE AUDIO VISUAL AND LIGHTING SUBMITTALS.

LEGEND

SYMBOL	DESCRIPTION
	ENLARGED DETAIL CALL OUT
	EXISTING AREA (NO WORK)
	NEW STRUCTURAL COMPONENT
	NEW CONCRETE BLOCK SYSTEM
	NEW INTERIOR PARTITION
	G.W.B. CEILING
	SUSPENDED ACOUSTICAL CEILING
	EXIT SIGN
	JUNCTION BOX
	ELECTRICAL PANEL

PROJECT:
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REVISED:

FLOOR PLAN:
NEW PROPOSAL

1505120SPR

07/29/2015

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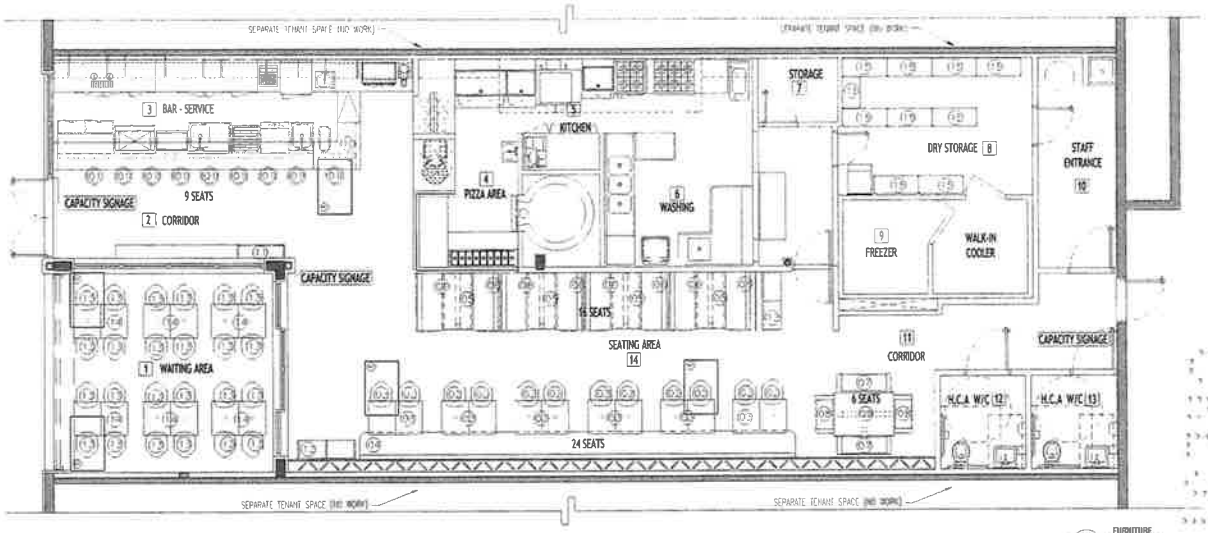
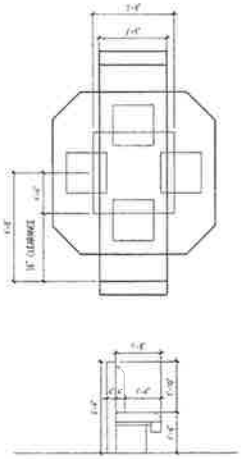


1 FURNITURE FLOOR PLAN
Scale: 1/4" = 1'-0"



BENCH DETAIL

HC ADA ACCESSIBLE SEAT SERVED.
ADA ACCESSIBLE SEATS
NUMBER OF WHEELCHAIR LOCATIONS
REQUIRED
PROVIDED
*** FLORIDA ACCESSIBILITY CODE 2014 SECT 27.5.2.1 ***

SIGNAGE AS PER FBC 2014
GC TO PROVIDE SIGNAGE AS PER REQUIREMENTS LISTED BELOW AND ANY OTHER REQUIREMENTS AS REQUESTED BY THE LOCAL BUILDING JURISDICTION
27.14.2 INTERIOR SIGNAGE. LOCATION OF INTERIOR SIGNAGE AND GRAPHICS SHALL COMPLY WITH THE FLORIDA BUILDING CODE AND THE FLORIDA FIRE PREVENTION CODE AS ADOPTED BY THE STATE FIREMARSHAL AND THE FOLLOWING. 427.14.2.2 MAXIMUM CAPACITY SIGNS IN EACH SPACE WITH A CAPACITY OF 50 OR MORE OCCUPANTS. THE SIGNS SHALL BE MOUNTED ADJACENT TO THE MAIN ENTRANCE DOOR. 427.14.2.3 ROOM NAME, ROOM NUMBER AND, IF DIFFERENT, ROOM INVENTORY NUMBERS SHALL BE PROVIDED FOR EACH SPACE. 427.14.2.5 SIGNS NECESSARY TO MEET ACCESSIBILITY REQUIREMENTS SHALL BE PROVIDED. 427.14.2.6 HAZARDOUS MATERIAL AND STORAGE AREAS SHALL BE IDENTIFIED BY APPROPRIATE CAUTION SIGNS. 1005.7.4 EXIT STAIR DOOR ON TACTILE SIGNAGE. TACTILE SIGNAGE STATING "EXIT" AND COMPLYING WITH ICC/ANSI A117.1, SHALL BE INSTALLED ADJACENT TO THE LATCH SIDE OF THE DOOR AS SHOWN. LOCATED MIN. ABOVE THE FINISHED FLOOR TO THE CENTER LINE OF THE SIGN

SEATING CALCULATIONS		
DESCRIPTION		NUMBER OF SEATS
INTERIOR SEATING	DINING AREA	48
	BAR COUNTER	9
EXTERIOR SEATING	UNDER PERMANENT COVER	24
TOTAL SEATING		81

* BASED ON FURNITURE LAYOUT. FOR OCCUPANT LOAD FOR EGRESS PURPOSES REFER TO LIFE SAFETY PLAN.

FURNITURE SCHEDULE:		
SYMBOL	TYPE	SPECIFICATIONS
01	BAR STOOL	BAR STOOL 30" HIGH
02	TABLE CHAIR	BY FRANCHISER
03	TABLE	TABLE 48" X 30" CAPACITY 4 PERSONS). TABLE LEG SUPPORT BY FRANCHISER
04	BENCH	SEE BENCH DETAIL
05	TABLE	TABLE 48" X 30" CAPACITY 4 PERSONS) TABLE LEGS SUPPORT BY FRANCHISER
06	BOOTH BENCH	BY FRANCHISER
07	ARMCHAIR	BY FRANCHISER
08	ARMCHAIR	CAPACITY (2 PERSONS)
09	DINING TABLE	DINING TABLE 4' X 3' X 3'-6" CAPACITY (8 PERSONS) TABLE LEG SUPPORT BY FRANCHISER
10	COUNTER BAR	BY FRANCHISER
11	HOSTESS STATION	BY FRANCHISER
12	AUXILIARY TABLE	BY FRANCHISER
13	EXTERIOR CHAIR	BY FRANCHISER
14	EXTERIOR TABLE	TABLE 4'-0" X 3'-3" CAPACITY 4 PERSONS). TABLE LEG SUPPORT BY FRANCHISER
15	STORAGE RACK	BY FRANCHISER

PROJECT:
TENANT IMPROVEMENTS FOR NEW RESTUARANT:
MOTORING, LLC
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REVISED:

FLOOR PLAN:
FURNITURE / SCHEDULES

15251.DSSPR

07/29/2015

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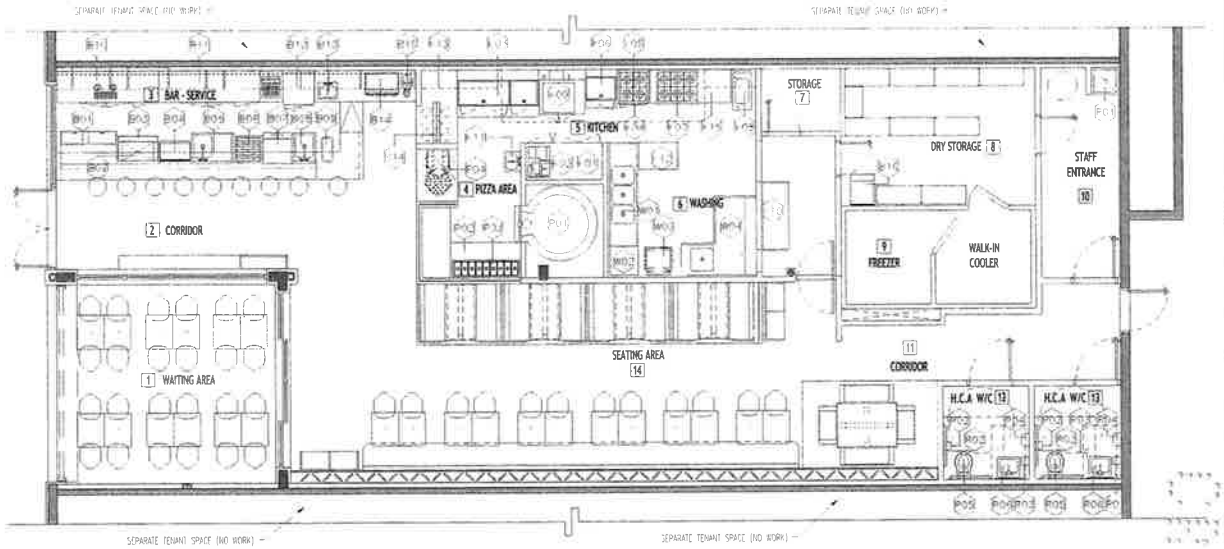

1 EQUIPMENT FLOOR PLAN
SCALE: 1/4" = 1'-0"

FOOD SERVICE EQUIPMENT ADDITIONAL GENERAL NOTES

1. PROVIDE A SMOOTH, NONABSORBENT, EASILY CLEANABLE SURFACE, LIGHT IN COLOR FOR WALLS AND CEILINGS OF THE FOOD PREPARATION, UTENSIL WASHING, RESTROOMS AND STORAGE AREA INCLUDING MOP SINK (TO LEVEL SPLASH). NO PERGRATED, FISSURED OR OTHER TEXTURED SURFACES ALLOWED.
2. PROVIDE A SMOOTH COVED BASE (1/8 IN. RADIUS OR GREATER) AT THE JUNCTURE OF THE WALLS AND FLOORS IN THE ABOVE LISTED AREAS.
3. FLOOR AREAS IN THE ABOVE LISTED AREAS SHALL BE COMMERCIAL GRADE, SMOOTH , NON-SLIP, NONABSORBANTY MATERIAL AND EASILY CLEANABLE.
4. APPLY A CLEAN, SMOOTH, RAISED BEAD OF SILICONE CAULK ON ALL GAPS AND SEAMS BETWEEN IMMOVABLE EQUIPMENT AND WALLS. SEAL SPACES AROUND PIPES OR CONDUIT AT ALL WALL PENETRATIONS.
5. FLASH, TRIM OR CAULK SPACES BETWEEN WALK-IN COOLERS AND ADJACENT WALLS. WALK IN COOLERS, FREEZERS OR OTHER LARGE EQUIPMENT WITH SPACES OF 30 IN. OR LESS IN HEIGHT BETWEEN THE TOP SURFACES AND THE CEILING REQUIRE CLOSING OFF IN A CLEAN, TIGHT, VERMIN PROOF MANNER.
6. WALL SURFACES FROM LOWER EDGE OF EXHAUST HOODS TO THE FLOOR SURFACE INCLUDING THE FLOOR AND WALL JUNCTURES SHALL BE FINISHED WITH COVED STAINLESS STEEL, COVERED CERAMIC TILE OR SIMILAR DURABLE, EASILY CLEANABLE MATERIAL.
7. PROVIDE A WASTE DRAIN INDIRECTLY CONNECTED WITH AN APPROVED AIR GAP TO THE SEWER THROUGH A FLOOR SINK FOR THE CONDENSATE DRIP PAN FOR THE WALK-IN COOLERS, ICE MACHINES, REFRIGERATORS, BEVERAGE DISPENSERS AND FOOD PREPARATION SINKS.
8. DIMENSIONS SHOWN ARE FOR DESIGN PURPOSE ONLY AND ARE TO BE CONSIDERED FROM FINISH WALLS. ALL DIMENSIONS GIVEN SHALL BE FIELD VERIFIED BEFORE FINAL PLANS ARE SUBMITTED.
9. THESE DRAWINGS ARE INTENDED TO BE USED IN CONJUNCTION WITH THE WRITTEN FOOD SERVICE EQUIPMENT SPECIFICATIONS AS WRITTEN BY AVANTI INT'L CORP. AND IN COORDINATION WITH ARCHITECTURAL/ENGINEERING DRAWINGS AS AN AID TO ALL CONTRACTORS INVOLVED WITH THE FOOD SERVICE EQUIPMENT INSTALLATION.
10. INDICATED ENGINEERING INFORMATION AND SYMBOL HAVE BEEN LOCATED AS ACCURATELY AS CAN BE DETERMINED AND ARE INTENDED TO SUIT REQUIREMENTS OF FIXTURES AND EQUIPMENT AS SPECIFIED IN THIS CONTRACT DOCUMENT SET. AVANT INT'L SHOULD NOT BE RESPONSIBLE FOR ANY DISCREPANCIES WHICH MAY DEVELOP BETWEEN LOCATIONS OF CONNECTIONS SHOWN AND ACTUAL LOCATIONS OF CONNECTIONS OF FIXTURES FURNISHED
11. CONSUMPTION RATES SHOWN ON CONNECTION PLANS ARE FURNISHED BY MANUFACTURER LITERATURE. IN SOME INSTANCES THE SPECIFICATION REFER TO THE 60 CYCLES VERSION INSTEAD THAN THE 50 CYCLES VERSION. THE AMPERAGE MAXIMUM RATES INDICATED IN THE SCHEDULE SHALL BE IN THESE INSTANCES CONSIDERED INDICATIVE AND SHALL BE CONFIRMED BY MANUFACTURER BEFORE INSTALLATION.

RESTROOMS

ITEM	EQUIPMENT	AREA
R01	MOP SINK 20" X 16"	SERVICE
R02	TOILET PAPER DISPENSER	RESTROOM
R03	HAND DRYER	RESTROOM
R04	HAND SOAP DISPENSER	RESTROOM
R05	ADA TOILET	RESTROOM
R06	ADA SINK	RESTROOM
R07	MIRROR INSTALL ADA STANDARD	RESTROOM
R08	GRAB BAR	RESTROOM

PIZZA

ITEM	EQUIPMENT	AREA
P01	MIXED GAS - WOOD PIZZA OVEN	PIZZA
P02	UNDER COUNTER REFRIGERATE	PIZZA
P03	SALAD CONTAINERS	PIZZA
P04	SP RAL DOUGH MIXER	PIZZA

WASHING

ITEM	EQUIPMENT	AREA
W01	SINK 3 COMPARTMENT	WASHING
W02	DISH TABLE 25" X 25"	WASHING
W03	DISHWASHER DOOR TYPE	WASHING
W04	DISH TABLE SOILED	WASHING

KITCHEN

ITEM	EQUIPMENT	AREA
K01	REFRIGERATED COUNTER / WORK TOP	KITCHEN
K02	SLICER	KITCHEN
K03	REFRIGERATED COUNTER / WORK TOP	KITCHEN
K04	24" 4 BURNERS HOT PLATE	KITCHEN
K05	FREEZER COUNTER	KITCHEN
K06	REFRIGERATED COUNTER / WORK TOP	KITCHEN
K07	36" 6 BURNERS RANGE - GAS	KITCHEN
K08	PASTA COOKER - GAS	KITCHEN
K09	CONVECTION OVEN - GAS	KITCHEN
K10	WORKABLE-CABINET / BASE OPEN FRONT	KITCHEN
K11	14" X 10" HAND SINK	KITCHEN
K12	WORKABLE CABINET / BASE OPEN FRONT	KITCHEN
K13	SHELF WALL MOUNTED 12" X 96" X 60"	KITCHEN
K14	6" X 36" HEATING LAMP	KITCHEN
K15	72" X 30" WORK TABLE	KITCHEN

BAR

ITEM	EQUIPMENT	AREA
B01	BLOTTER COOLER	BAR
B02	WORK BOARD ICE / COCKTAIL STATION	BAR
B03	SINGLE SPEED DRAIN	BAR
B04	UNDER -COUNTER ICE MAKER	BAR
B05	20" X 16" SINK WITH DRIP TRAY	BAR
B06	GLASS COOLER WORK-TOP	BAR
B07	WASHER	BAR
B08	20" X 16" SINK	BAR
B09	TRASH - BIN	BAR
B10	BEER COOLER - WORK TOP	BAR
B11	BACK BAR_REFRIGERATE_GLASS DOOR	BAR
B12	FREEZER COUNTER TOP - WORK TOP	BAR
B13	40" X 14" HAND SINK	BAR
B14	3 GROUPS COFFEE MACHINES	BAR
B15	COFFEE GRINDER	BAR
B16	ICE MAKER - CUBE STYLE	BAR

2 EQUIPMENT SCHEDULES

PROJECT: TENANT IMPROVEMENTS FOR NEW RESTAURANT:
MOTORINO, LLC
11421 S. DIXIE HWY.
PINECREST, FL. 33156

PERMIT SET

SOSUDA'S ARCHITECTURE, INC.
AA26-2942
DANIEL GOMEZ, ARCHITECT
AA0026942
3436 S. MIAMI AV. 3, R
MIAMI, FL 33127
305.610.1133
dgomez@sosudainc.com

SEAL:

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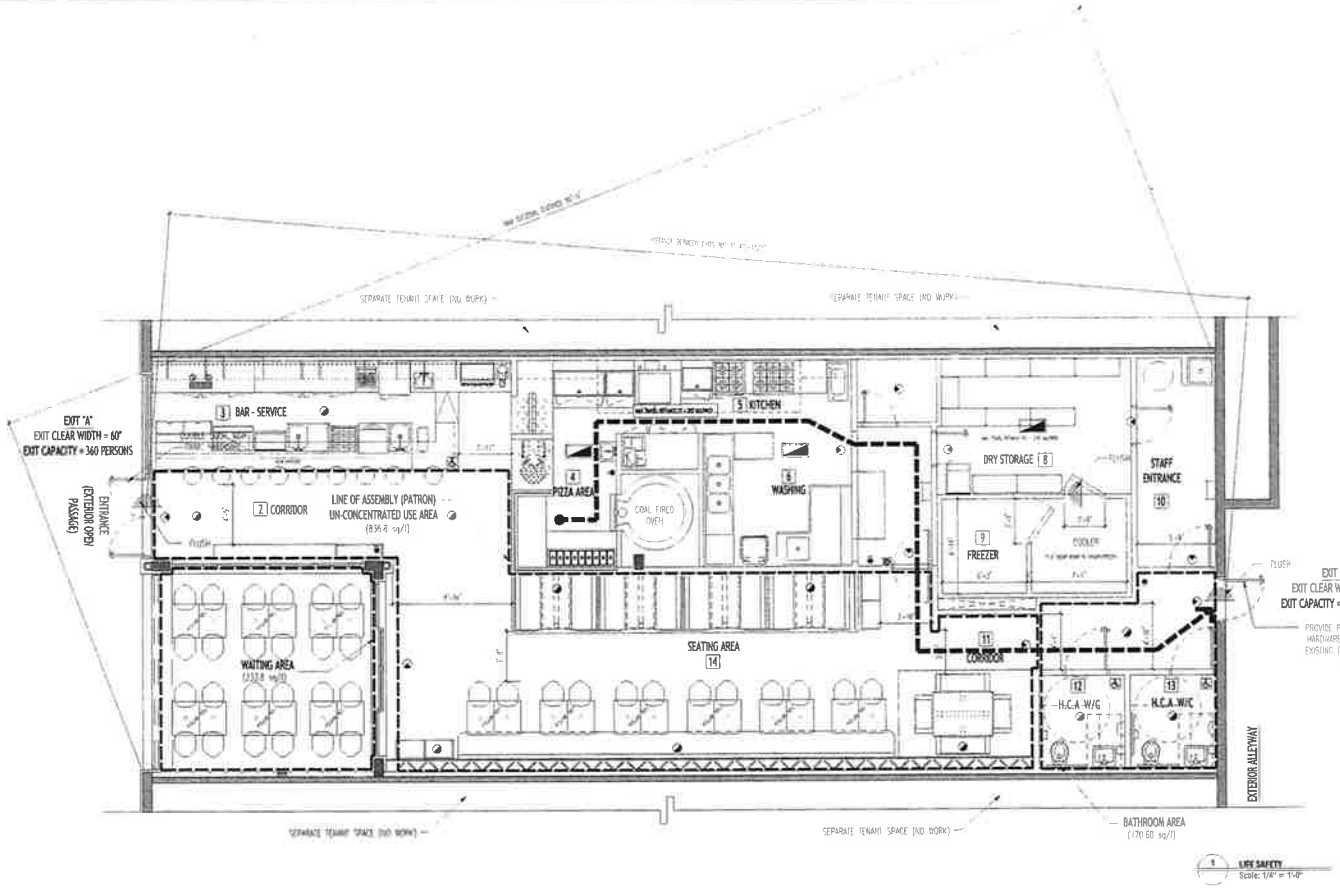
REVISED:

FLOOR PLAN:
EQUIPMENT / SCHEDULES

1505135918

07/29/2015

EQ-0.1



1 LIFE SAFETY
Scale: 1/4" = 1'-0"

BUILDING CODE AND LIFE SAFETY

JURISDICTION:
CITY OF PINECREST.

APPLICABLE CODES:
FLORIDA BUILDING CODES (FBC) 2014
FLORIDA FIRE PREVENTION CODE (FFPC) 2014

TENANT AREA
2531 G.S.F

OCCUPANCY CLASSIFICATION
GROUP "A-2" ASSEMBLY - FBC 2014 - SETION 303.1
ASSEMBLY - FFPC 2014 - TABLE 1004.1.1 AND FFPC 2014 -SECTION 6.1.2

MEANS OF EGRESS:
ALL ALTERATION SHALL COMPLY WITH THE REQUIREMENTS OF THE FLORIDA ACCESSIBILITY CODE FOR BUILDING CONSTRUCTION.

OCCUPANT LOAD SIGNS
EVERY ROOM OR SPACE THAT IS AN ASSEMBLY OCCUPANCY SHALL HAVE THE OCCUPANT LOAD OF THE ROOM OR SPACE POSTED IN A CONSPICUOUS PLACE, NEAR THE MAIN EXIT ACCESS DOORWAY FROM THE ROOM OR SPACE. POSTED SIGNS SHALL BE OF AN APPROVED LEGIBLE PERMANENT DESIGN AND SHALL BE MAINTAINED BY THE OWNER OR AN AUTHORIZED AGENT.

CLASS OF REHABILITATION PER NFP 101 CHAPTER 43:
MODIFICATION.

PERMITTED INTERIOR FINISHES WALLS AND CEILING:
EXITS: CLASS A OR B
OTHER THAN EXISTS: CLASS C
LOW PARTITION NOT EXCEEDING 5'-0": CLASS A B OR C

FLOOR
EXIT ENCLOSURES AND EXIT ACCESS CORRIDOR AND SPACES NOT NOT SEPARATE FROM THEM BY WALL, CLASS II MINIMUM . (FIRE PERFORMANCE FOR OTHER MATERIALS, MINIMUM CRITICAL RADIANT FLUX OF 0.1W/CM)

USE	CRITERIA	LOAD FACTOR	AREA	OCCUPANT LOAD
KITCHEN (COMMERCIAL)	KITCHEN AND AUXILLARY SPACES	100 SF	1166 SF	11
RESTAURANT SITTING AREA	DINING AREA	15 SF NET	895 SF	60 MOUNT OF SEATS + 20-40
RESTAURANT WAITING AREA	BAR COUNTER	5 ST	140 SF	28
BUILDING OCCUPANT LOAD				141

MAXIMUM ALLOWED TRAVEL DISTANCE BASED ON OCCUPANCY ARE AS FOLLOWS

	MAX. TRAVEL DISTANCE (FT.) FBC2010 TABLE 1016.1	COMMON PATH OF TRAVEL (FT.) FBC 2010 1018.8
ASSEMBLY	250 (NOT SPRINKLERED)	75 (NOT SPRINKLERED)

FIRE ALARM SYSTEM
NO FIRE ALARM SYSTEM IS PRESENT IN THE BUILDING (NO WORK)
FIRE SPRINKLER SYSTEM
NO SPRINKLER SYSTEM IS PRESENT IN THE BUILDING (NO WORK)

LEGEND	
	WALL MOUNTED FIRE EXTINGUISHER
	EXIT SIGN (ABOVE)
	EMERGENCY LIGHT
	EMERGENCY LIGHT (2'X4')
	TRAVEL DISTANCE

EGRESS WIDTH (FBC 2014 - 1005.1): 0.2"
REQUIRED EXIT CAPACITY = 141 PERSONS
REQUIRED EXIT CLEAR WIDTH = 28.2"

PROVIDED EXIT CAPACITY = 540 PERSONS
PROVIDE EXIT CLEAR WIDTH 96"

MINIMUM CORRIDOR WIDTH (FBC 2010 - SECTION 1018.2): 44"

EGRESS HEADROOM
(FBC 2014 - SECTION 1003.2 AND 1003.3.1 7'-6" MINIMUM

KITCHEN HOOD SYSTEM:
MEETS THE REQUIREMENTS OF NFPA96 AND FIRE SUPPRESSION SYSTEM
MEETS REQUIREMENTS OF NFPA17A

PROJECT:
TENANT IMPROVEMENTS FOR NEW RESTAURANT:
MOTORING, LLC
11101 S.W. 57TH AVE.
PINECREST, FL. 33156

PERMIT SET

SOSIDIS ARCHITE-TURE, INC.
#AA26002672
DANIEL GOMEZ, ARCHITECT
#AR94226
3436 N. BISCAYNE BLVD.
MIAMI, FL 33137
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dgomez@sosidisarc.com

SEAL:

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REVISED:

LIFE SAFETY

19051235PR

07/29/2015

LS0.1

SUNNILAND SHOPPING CENTER

(11401, 11415, 11325) S. DIXIE HIGHWAY , MIAMI FL. 33156

SEC. 15, TWP. 55 S, RGE. 40 E

GENERAL NOTES

1. EXISTING UNDERGROUND UTILITIES ON THE DRAWINGS HAVE BEEN SHOWN BASED UPON THE BEST AVAILABLE INFORMATION. THE CONTRACTOR SHALL BE REQUIRED TO MARK AND CLEARLY DELINEATE LOCATIONS OF EXISTING UTILITIES WITHIN AREAS OF WORK PRIOR TO EXCAVATION TO AVOID DAMAGE. THE CONTRACTOR SHALL MAKE ALL REASONABLE EFFORTS TO LOCATE, IDENTIFY AND MARK EXISTING UTILITIES BY FIELD VERIFICATION, COORDINATION WITH UTILITY COMPANIES AND ELECTRONIC OR OTHER SUCH DETECTION TECHNOLOGY AND MEANS AND SHALL BEAR ALL COSTS FOR THIS WORK.
2. THE CONTRACTOR MUST HAND EXCAVATE AROUND AREAS WHERE EXISTING UNDERGROUND UTILITIES ARE EXPECTED OR SUSPECTED IN ORDER TO AVOID DAMAGES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL REPAIRS AND COSTS TO CORRECT DAMAGES RESULTING FROM FAILURE TO TAKE ALL NECESSARY PRECAUTIONS INCLUDING LOCATING, MARKING AND CAREFUL EXCAVATION. CONTRACTOR SHALL LOCATE ALL SPRINKLERS AND WATER LINES IN AREA OF WORK AND SHALL CUT AND RELOCATE SPRINKLERS AND SPRINKLER WATER LINES AS NECESSARY TO COMPLETE THE WORK. REPAIR ALL SPRINKLERS LINES DAMAGED DURING WORK. LOCATION OF SPRINKLER LINES AND HEADS WERE NOT PROVIDED TO THE ENGINEER AND THEREFORE ARE NOT SHOWN ON THE PLANS.
3. CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS PRIOR TO COMMENCING CONSTRUCTION.
4. IT IS THE OBLIGATION OF THE BIDDER OR THE CONTRACTOR TO MAKE HIS OWN INVESTIGATION AND SATISFY HIMSELF FULLY OF SUBSURFACE CONDITIONS PRIOR TO SUBMITTING HIS BID. FAILURE TO DO SO WILL NOT RELIEVE HIM OF HIS OBLIGATION TO COMPLETE THE WORK FULLY AND ACCEPTABLE TO THE ENGINEER AND THE OWNER FOR THE CONSIDERATION SET FORTH IN HIS BID.
5. ALL EXISTING DATA OBTAINED FROM BOUNDARY / TOPOGRAPHICAL SURVEY BY DELTA SURVEYORS, INC.(WALDO F. PAEZ No.3284, STATE OF FLORIDA) DATED 9-21-07.
6. CONTRACTOR SHALL NOT SCALE DIMENSIONS FROM PRINTS FOR CONSTRUCTION PURPOSES.
7. CONTRACTOR SHALL CUT EXISTING WALKWAYS CAREFULLY, AND NEATLY WHERE PIPING CROSSES THESE LOCATIONS. CUT CONCRETE WALKS AT NEAREST EXISTING JOINTS, IF POSSIBLE REPLACE CUT OUT SECTIONS OF EXISTING CONCRETE WALKS AND CONSTRUCT NEW WALKWAYS TO MATCH EXISTING SURFACE LEVEL AND FINISH.
8. FLOOD CRITERIA ELEVATION IS 5.5 FEET, MORE OR LESS, BASED ON INTERPOLATION OF DATA APPEARING ON AMENDED PLAT OF FLOOD CRITERIA MAP, RECORDED IN PLAT BOOK 65 AT PAGE 43 OF THE PUBLIC RECORDS OF MIAMI DADE COUNTY, FLORIDA, ON BASIS OF NATIONAL GEODETIC VERTICAL DATUM (N.G.V.D.) MEAN SEA LEVEL.
9. THE CONTRACTOR IS ALERTED OF THE PRESENCE OF OVERHEAD AND UNDERGROUND UTILITIES AND POLES IN THE AREA.
10. THE METHOD OF INSTALLATION OF STRUCTURES AND PIPES IN THESE LOCATIONS MUST COMPLY WITH OSHA SAFETY STANDARDS. THE CONTRACTOR SHALL INSPECT THESE SITES AND BE RESPONSIBLE FOR DETERMINING WHAT METHOD OF PREPARATION AND INSTALLATION WILL BE USED TO COMPLY WITH THESE REQUIREMENTS.
11. PAVEMENT MARKINGS SHALL BE IN COMPLIANCE WITH F.D.O.T. PLANT SPECIFICATIONS SECTION 710.

LEGAL DESCRIPTION:

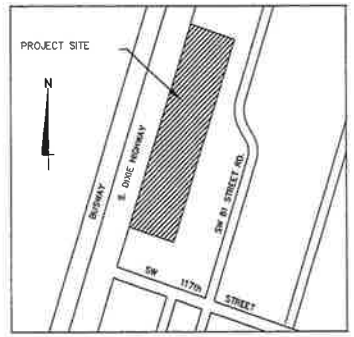
PARCEL 1
THE SOUTHWEST 2.51 FEET OF LOT 3A, ALL LOTS 4A 13A INCLUSIVES, SOUTH 1/2 OF LOT 15A, ALL OF LOTS 16A TO 20A INCLUSIVE, THE NORTHEASTERLY 15.42 FEET OF THE SOUTHEASTERLY 93.33 FEET AND THE NORTHEASTERLY 26.08FEET OF THE NORTHWESTERLY 159.17 FEET OF LOT 21A ALL IN BLOCK 1, THE SOUTHWESTERLY 2.51 FEET OF TRACT C AND ALL OF TRACT D, SUNLAND CENTER THIRD AMENDED PLAT, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK77, PAGE 24 OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA.
PARCEL 2 NON-EXCLUSIVE EASEMENT FOR INGREES, EGREES AND PARKING OVER THOSE LANDS SET FORTH IN THOSE INSTRUMENTS RECORDED IN DEED BOOK 4198, PAGE 34, OFFICIAL RECORDS BOOK 2728, PAGE 626 AND OFFICIAL RECORDS BOOK 1333 PAGE 1714.
PARCEL3 NON-EXCLUSIVE EASEMENT FOR INGREES, EGREES AND PARKING OVER THOSE LANDS SET FORTH IN THAT INSTRUMENT RECORDED IN OFFICIAL RECORDS BOOK 9905, PAGE 1246.

SITE DATA

AVG OCT. WATER TABLE ELEVATION = 3.5 FT NGVD
COMMUNITY - No.: 120638
PANEL No.0260 J
FLOOD ZONE: X

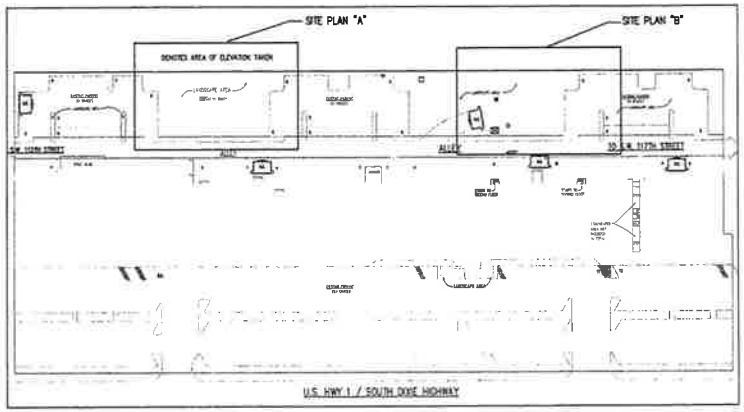
LEGEND

MH	EXIST. MANHOLE
	EXIST. CHAIN LINK FENCE
	EXIST. FIRE HYDRANT
℄	CENTER LINE
WM	WATER MAIN
D.I.P.	DUCTILE IRON PIPE
C.I.P.	CAST IRON PIPE
R/W	RIGHT OF WAY
	EXIST. CATCH BASIN
	DRAINAGE FLOW PATTERN
CB	PROP. CATCHBASIN
	EXISTING ELEVATION
0.0	PROP. ELEVATION
	PROP. FIRE HYDRANT ASSEMBLY
	PROP. VALVE



LOCATION SKETCH

SCALE: 1" = 300'



KEY PLAN

N.T.S.

PREPARED BY:

AMBRO, INC.
Consulting Engineers and Planners
13263 SW 124TH STREET - MIAMI, FL 33186
TEL: (305) 234-7424 FAX: (305) 234-7632

48 HOURS BEFORE DIGGING CALL.
SUNSHINE STATE ONE CALL OF FL., INC.
TOLL FREE
1-800-432-4770
UNDERGROUND UTILITIES NOTIFICATION CENTER OF FLORIDA

PAVING, GRADING AND DRAINAGE NOTES:

1. ALL CONSTRUCTION AND MATERIALS SHALL CONFORM TO THE STANDARDS AND SPECIFICATIONS OF THE VILLAGE OF PINECREST, DADE COUNTY HEALTH DEPARTMENT, DERM SOUTH FLORIDA WATER MANAGEMENT DISTRICT (SFWMD), AND ALL OTHER LOCAL AND NATIONAL CODES WHERE APPLICABLE.
2. ALL WORK TO BE IN COMPLIANCE WITH THE REQUIREMENTS OF AND ACCEPTABLE TO DADE COUNTY, VILLAGE OF PINECREST AND THE FLORIDA DEPARTMENT OF TRANSPORTATION (F.D.O.T.)
3. CONTRACTOR SHALL PROVIDE HIS OWN LINE AND GRADE FROM HORIZONTAL AND VERTICAL CONTROL. CONTRACTOR SHALL ALSO PROVIDE "AS-BUILT" GRADES CERTIFIED BY A REGISTERED LAND SURVEYOR AS REQUIRED BY MIAMI-DADE COUNTY AND VILLAGE OF PINECREST.
4. CONTRACTOR TO PROVIDE PROCTOR AND FIELD DENSITY TESTS ON LIMEROCK BASE AS REQUIRED IN THE SPECIFICATIONS. IN THE EVENT OF FIELD DENSITY TEST FAILURES, THE CONTRACTOR SHALL REWORK THE BASE AND/OR SUBGRADE AS REQUIRED AND PROVIDE ADDITIONAL TEST(S), AS REQUIRED, AT HIS EXPENSE.
5. ALL ELEVATIONS REFER TO N.G.V.D., 1929 DATUM.
6. ALL EXCAVATIONS SHALL COMPLY WITH OSHA'S EXCAVATION SAFETY STANDARDS AND FLORIDA'S TRENCH SAFETY ACT. CONTRACTOR SHALL FURNISH THE OWNER WITH WRITTEN ASSURANCE THAT HE WILL COMPLY WITH THESE REGULATIONS.
7. BID PRICES SHALL INCLUDE ALL LABOR, EQUIPMENT, MATERIALS AND INCIDENTALS COMPLETE IN PLACE, TESTED AND ACCEPTED BY THE ENGINEER.
8. ALL AREAS WHERE NEW STORM DRAINAGE IMPROVEMENTS ARE ACCOMPLISHED SHALL BE GRADED TO PROVIDE POSITIVE DRAINAGE AWAY FROM BUILDING STRUCTURE, CONTRACTOR SHALL SOD ALL AREAS DISTURBED BY THE WORK UPON COMPLETION OF GRADING.

TRENCH PROTECTION

TRENCH EXCAVATION PROTECTION SHALL BE ACCOMPLISHED AS REQUIRED BY THE PROVISIONS OF PART 1926, SUBPART P, EXCAVATIONS, TRENCHING AND SHORING OF OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION STANDARDS AND INTREPRETATIONS.

FLOOD LEGEND

Commercial, Industrial

FOLIO: 20-5010-025-0040 ADDRESS: 11415 S. DIXIE HIGHWAY MIAMI, FLORIDA

LOT: _____ BLOCK: _____ SUBDIVISION: _____

PLAT BOOK: _____ PAGE: _____ METES & BOUND: _____

SEE LOCATION MAP AND LEGAL DESCRIPTION THIS SHEET.

CROWN OF ROAD ELEV.: ±12.8 FT.NGVD. CROWN OF ROAD ELEVATION WAS TAKEN FROM A CERTIFIED SURVEY PREPARED BY: WALDO PAEZ (SURVEYOR'S NAME) PLS LIC.#: 3284

DRAINAGE PLANS SHALL BE ATTACHED (IF ALREADY APPROVED PLANS SHALL BE STAMPED WITH THE DERM WATER CONTROL SECTION APPROVAL)

DERM/WC - SURFACE WATER MANAGEMENT STORMWATER PERMIT (COPY ATTACHED) N/A

SFWMD - ENVIRONMENTAL RESOURCES PERMIT (COPY ATTACHED) N/A

TOTAL IMPERVIOUS AREA: 0.5 ACRES UNDERGROUND PARKING: YES/(NO) (CIRCLE ONE)
(IF YES, ENGINEERING PLANS AND CERTIFICATE SHALL BE ATTACHED)
BASEMENT: YES/(NO) (CIRCLE ONE)

HAVE THIS SITE OR OTHER PORTIONS OF THIS PROPERTY BEEN GRANTED A CLOMR OR FINAL LOMRF? (CIRCLE ONE) YES LOMR# _____ (NO)

	Lowest Floor Elev.(including basement/garage areas)	Adjacent Grade Elevation (next to the wall of the structure)	Catch Basin Elevation
PROPOSED	FT. NGVD	FT. NGVD	FT. NGVD
CB-1	12.5	11.5	10.5
CB-2			9.0

0' - 0" = 0.0' NGVD

INDEX OF SHEETS

SHEET C-1: LOCATION MAP AND CIVIL NOTES
SHEET C-2: PAVING, GRADING AND DRAINAGE PLAN
SHEET C-3: CIVIL DETAILS

EMILE P. AMEDEE
CIVIL ENGINEER

P.E. No. 57955
STATE OF FLORIDA

Sunland Parking.

ACCURATE CONSTRUCTION SURVEY CORP.
PROFESSIONAL LAND SURVEYORS & MAPPERS and LAND PLANNERS
MAIL TO:
P.O. BOX 331181
MIAMI, FLORIDA 33233-1181
PHONE (305) 447-6906
FAX (305) 447-9660
2580 MARY STREET, UNIT B MIAMI, FL 33133

REPORT OF AS-BUILT BOUNDARY SURVEY
LANDS DESCRIBED IN
PLAT BOOK 77 AT PAGE 126,
DADE COUNTY, FLORIDA.
ORIGINAL DATE: NOVEMBER 14, 1997
CURRENT DATE: APRIL 26, 2006

AS-BUILT MAP OF SURVEY - - INCLUDES PARTIAL VACATING OF THE ALLEY

MAP OF ALTA/ACSM BOUNDARY SURVEY FOR:

SEE THE MAP OF BOUNDARY SURVEY, LANDS DESCRIBED IN PLAT BOOK 77 AT PAGE 126, DADE COUNTY, FLORIDA. THIS SURVEY MAP IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF THE LICENSED LICENSED SURVEYOR AND MAPPER. THE SIGNATURE AND SEAL THAT IS FOUND AT THE END OF THIS REPORT. THE MAP AND REPORT ARE NOT COMPLETE WITHOUT THE OTHER

LEGAL DESCRIPTION:

The Southeasterly 2.51 feet of Lot 54, all of Lots 55 to 59A, inclusive, the Northeasterly 15.42 feet of the Southeasterly 40.57 feet and the Northeasterly 26.09 feet of the Northwesterly 159.11 feet of Lot 21A, all in Block 1, the Southeasterly 2.51 feet of Tract C and all of Tract D, of SUNILAND CENTER THIRD AMENDED PLAT, according to the Plat thereof recorded in Plat Book 77, at Page 24, of the Public Records of Miami-Dade County, Florida.

Along with that portion of the 21 foot alley that has been vacated and hereinafter described in that certain Declaration of Restrictions dated October 30, 1997 and filed November 19, 1997 in Official Records Book 17975, at Page 661, Miami-Dade County Public Records (OR 17975/661).

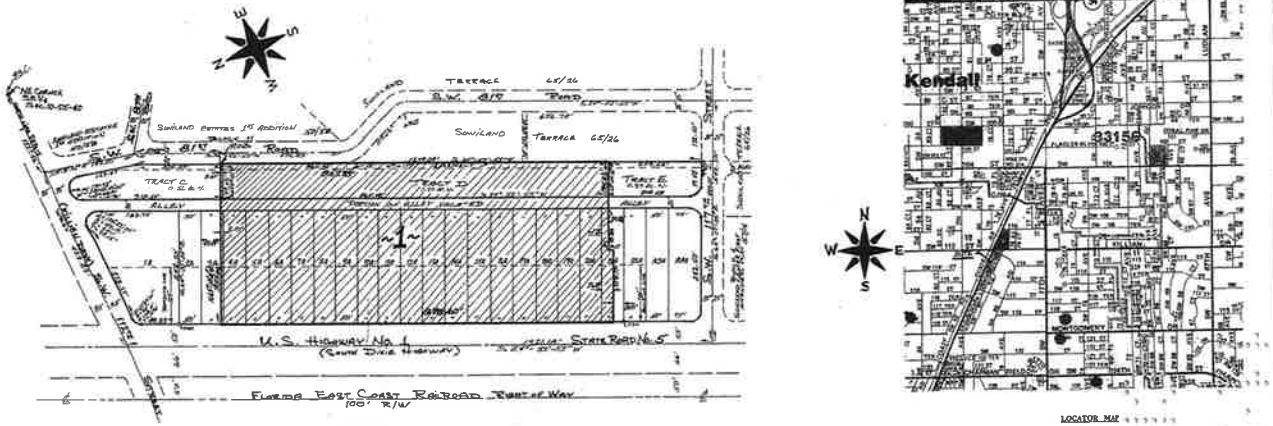
Lying between the Tracts and the Lots, as shown on the aforesaid Plat of SUNILAND CENTER THIRD AMENDED PLAT, and more particularly described as follows:

Commencing at the most Southeasterly corner of Tract E, permanent reference monument (P.R.M.) as shown on SUNILAND CENTER THIRD AMENDED PLAT, all in Block 1, as recorded in Plat Book 77, at Page 24, in the Public Records of Miami-Dade County, Florida, thence run North 24 degrees 52 minutes 55 seconds East, a distance of 209.08 feet to the Northeast corner of Tract E; thence run North 65 degrees 07 minutes 05 seconds West, a distance of 77.50 feet to the Northeast corner of Tract D; and also the Southeast corner of Tract D, and the Point of Beginning (P.O.B.) of the portion of the alley as vacated Plat that has been vacated, continue on the aforesaid bearing for a distance of 25.00 feet to a point on the Westerly boundary line of the alley; and a point that is 54.50 feet North of the Southeast corner of Lot 21A in Block 1 of the aforesaid Plat; thence run North 24 degrees 52 minutes 55 seconds East along the Westerly boundary line of the alley, as shown on the aforesaid Plat, a distance of 80.42 feet measured (80.37 feet Plat); thence run North 65 degrees 07 minutes 05 seconds East a distance of 25.00 feet to a point on the Easterly boundary line of the aforesaid alley; thence run South 24 degrees 52 minutes 55 seconds West a distance of 80.42 feet measured (80.37 feet Plat) along the Easterly boundary line of the aforesaid alley to the Point of Beginning (P.O.B.)

ALSO DESCRIBED AS:

Point of commencement is the Northeast (NE) corner of the Southeast (SE 1/4) One Quarter in Section 19, Township 53 South, Range 40 East, thence West a distance of 1,327.26 feet to a point, which is the centerline of S.W. 81st Road or it intersects with S.W. 117th Street (Killian Drive), as recorded in Plat Book 77, at Page 24, of the Public Records of Dade County, Florida, thence South 1 degree 14 minutes 41 seconds West, along the centerline of S.W. 81st Road, a distance of 199.38 feet to a point; thence South 24 degrees 52 minutes 55 seconds West a distance of 206.11 feet to a point; thence South 65 degrees 07 minutes 05 seconds West a distance of 25.00 feet to a point on the Westerly right-of-way line of S.W. 81st road and the Point of Beginning (P.O.B.); thence continue of the aforesaid course for a distance of 215.00 feet to a point on the Easterly right-of-way line of U.S. Highway No. 1, as shown in the aforesaid Plat Book 77, at Page 24; thence South 24 degrees 52 minutes 55 seconds West for a distance of 978.00 feet to a point, which is 25.01 feet Northerly of a permanent reference monument (P.R.M.) as shown in the aforesaid Plat; thence, at right angle to the last described line, run South 65 degrees 07 minutes 05 seconds East for a distance of 198.15 feet to a point; thence at a right angle to the last described line run North 24 degrees 52 minutes 55 seconds East for a distance of 10.67 feet more or less, to a point on the line of the Southerly wall of the SUNILAND SHOPPING CENTER; thence at a right angle to the last described line run South 65 degrees 07 minutes 05 seconds East a distance of 195.85 feet to a point, which is the Northeast corner of Tract E and the SE corner of Tract D, as described in the aforesaid Plat; thence North 24 degrees 52 minutes 55 seconds East along the Easterly line of Tract D, as described in the aforesaid Plat, for a distance of 867.45 feet, which is 2.51 feet Southerly of the Northeast corner of Tract D and 2.51 feet onto Tract C, both areas as described in the aforesaid Plat Book 77, at Page 24, to the Point of Beginning.

Together with those certain Non-Exclusive Easements for ingress, egress and parking purposes over their lands as set forth in those instruments recorded in Deed Book 4148, Page 68, Official Records Book 2728, Page 420 and Official Records Book 11933, Page 1774, all of the Public Records of Miami - Dade County, Florida.



LOCATOR MAP
NOT TO SCALE

LOCATED IN:
VILLAGE OF PINECREST, DADE COUNTY, FLORIDA.

LOCATION SKETCH
SCALE: 1 INCH = 300 FEET

SITE DETAILS
SCALE: 1 INCH = 30 FEET

SURVEYOR CERTIFICATION

SURVEY NOTES

LAND AREA	
SQUARE FOOTAGE (INCLUDES ALLEY)	[illegible]
ACRES	[illegible]

PARKING SPACE DATA	
HANDICAP SPACES	7
BABY CARRIAGE	3
ALL OTHER SPACES(REST)	264
(REAR)	58
REAR - TRACT D	
VILLAGE OF PINECREST	39
HANDICAP SPACES	3
PROVIDED	79
HANDICAP SPACES	4
TOTAL PROVIDED (REGULAR)	457
(HANDICAP)	15
TOTAL REQUIRED (RETAIL)	305
(OFFICE)	52
(RESTAURANT)	106
REGULAR REQUIRED	458
REQUIRED HANDICAP	15

PARK CONTRIBUTION POLICY NUMBERS

30 - 5010 - 055 - 0020	
30 - 5010 - 120 - 0040	
30 - 5010 - 125 - 0050	
30 - 5010 - 135 - 0060	
30 - 5010 - 145 - 0080	
30 - 5010 - 155 - 0100	

NO.	BOOK	PAGE
1.	4361	473
2.	4797	46

NO.	O.R. BOOK	PAGE
1.	321	277
2.	1389	154
3.	1393	55
4.	1708	628
5.	1854	475
6.	4288	514
7.	4288	519
8.	5424	1314
10.	9900	1545
11.	10802	1890
12.	13020	1714
13.	15494	0781
14.	16028	1729
15.	16898	1847
16.	17297	1243
17.	17875	641
18.	19883	3297

RESOLUTION NUMBER		
1.	[illegible]	[illegible]
2.	[illegible]	[illegible]
3.	[illegible]	[illegible]
4.	[illegible]	[illegible]
5.	[illegible]	[illegible]

EASEMENT LISTING AND RECORDED RIGHTS PROVIDED
(INCLUDES OF THE FORM - SECTION OF DADE COUNTY)

TYPE OF EASEMENT OR RIGHTS:
BUILDING SETBACK & OVERHANG COMMITMENT
BUILDING SETBACK & OVERHANG COMMITMENT

EASEMENT, STRUCTURE & OTHER COMMITMENT (DEDICATION BY SUBSEQUENT PLATS)
AGREEMENT DULY RECORDED BY SUBSEQUENT COMMITMENT & CONSENT OWNERSHIP
COMMITMENT FOR COMMON WALL (NOW AN INTERIOR WALL) ON CURRENT OWNERSHIPS
COMMITMENT DOCUMENTATION PROVIDED - (& LAND EXTENDS TO PARKING AND PROVIDES A SURVEY)
AGREEMENT FOR NOTICE CLUB BUILDING DADE COUNTY APPROVAL (COMMITTED BEING USED AS RETAIL SPACE) LOT 21A, BLOCK 1
SOUTHERN BELL TELEPHONE RIGHT OF WAY EASEMENT, SOUTHWESTERLY CORNER LOT 21A, BLOCK 1 (NO VISIBLE SURFACE USE)
SOUTHERN BELL TELEPHONE RIGHT OF WAY EASEMENT, SOUTHWESTERLY CORNER LOT 21A, BLOCK 1 (NO VISIBLE SURFACE USE)
ASSIGNMENT OF EASEMENTS BY NATURAL WATER & SEWER AUTHORITY (LOCATED AS SHOWN HEREON)
(EIGHT (8") INCH WATER MAIN, AS EXISTS LOCATED BY SURVEYOR, DEPICTS BY ALL PARTS MADE ON LAND WITHIN THE VACATED 20 FOOT ALLEY)
(SEWER AS FOUND ON PLAT MAP PLACED BY "PATHFINDER" IS AT THE 8" WATERLINE OF THE 8" MAIN, PER AGREEMENT AND VIOLATION PLATS)
COVENANTS AND PROTECTIONS BLOCK WITH LOT 21A & PORTION (1) FOR LOT 21A (NOW INCLUDED IN CURRENT OWNERSHIP)
COVENANT FOR USE OF LOT 21A & 21A FOR RETAIL STORES EQUIPMENT (NOT CURRENTLY APPLICABLE)
EASEMENTS AND COVENANT AGREEMENT (ALL COMMON AREAS - - INGRESS/EGRESS FOR VEHICULAR & PEDESTRIAN TRAFFIC
- - PARKING ACCESS IN NON RESTRICTED AREAS)
SUNILAND SEWER CONNECTION AGREEMENT WITH DADE COUNTY (PRIMARILY DEPENDENT ON PHL 10)
SUNILAND SANITARY SEWER IMPROVEMENT PROJECT (SPECIFIED TO BE INSTALLED IN PUBLIC RIGHT OF WAY, WHERE IS NOW VACATED ALLEY)
SPECIAL WARRANTY DEED (LOT 21A TO 21A INCLUDING & A PART OF LOT 21 & 21A & ALL OF TRACT D & PART OF TRACT C)
WARRANTY DEED FOR LOT 21A & PORTION 1/2 OF LOT 21A
VACATED PORTION OF ALLEY (DATED 10-30-97 & FILED 11-19-97) PTS. 00182
COVENANT OF CONSTRUCTION WITHIN RIGHT-OF-WAY

ZONING CHANGE FILINGS & INFORMATION LOCATED FOR THIS SITE

DATES & ACTIONS		
[illegible]	LOT 21 & 21, BLOCK 1 (NOW 21A & 21A) (NOW 21A) (DOOR BAR INCLUDED)	P.B. [illegible]
[illegible]	SPECIAL PERMIT LOT 21 THRU 24 & V-1-2 OF LOT 21, BLOCK 1 (NOW 21A)	P.B. [illegible]
[illegible]	SPECIAL PERMIT (NOT DONE) LOT 21 & 21, BLOCK 1	P.B. [illegible]
[illegible]	ZONING CHANGE LOT 21, BLOCK 1 FROM BU-1A TO BU-2A (NOW BU-2)	P.B. [illegible]
[illegible]	SPECIAL EXCEPTION (RESTRICTED TO WITHIN 1.5 FEET OF ALLEY LINE) (PLANS & LOCKER CONVEY) LOT 14A & 21 1/2 LOT 21A, BLOCK 1	P.B. [illegible]

SURVEYOR AND MAPPER IN RESPONSIBLE CHARGE:
CHARLES W. CARR, LICENSE NUMBER LS 1060
(STATE OF FLORIDA) LS 7263

SIGNED: Charles W. Carr
SEAL

ACCURATE CONSTRUCTION SURVEY CORP.
PROFESSIONAL LAND SURVEYORS & MAPPERS and LAND PLANNERS
MAIL TO:
P.O. BOX 332181
MIAMI, FLORIDA 33233-2181
PHONE (305) 447-6906
FAX (305) 447-9660
2200 MARY STREET, UNIT 47 MIAMI, FL 33133

AS - BUILT MAP OF SURVEY - - INCLUDES PARTIAL VACATING OF THE ALLEY

SURVEY NUMBER: 97-06-230-R

DETAILED PARKING & DESIGNATION OF RESERVED SPACES

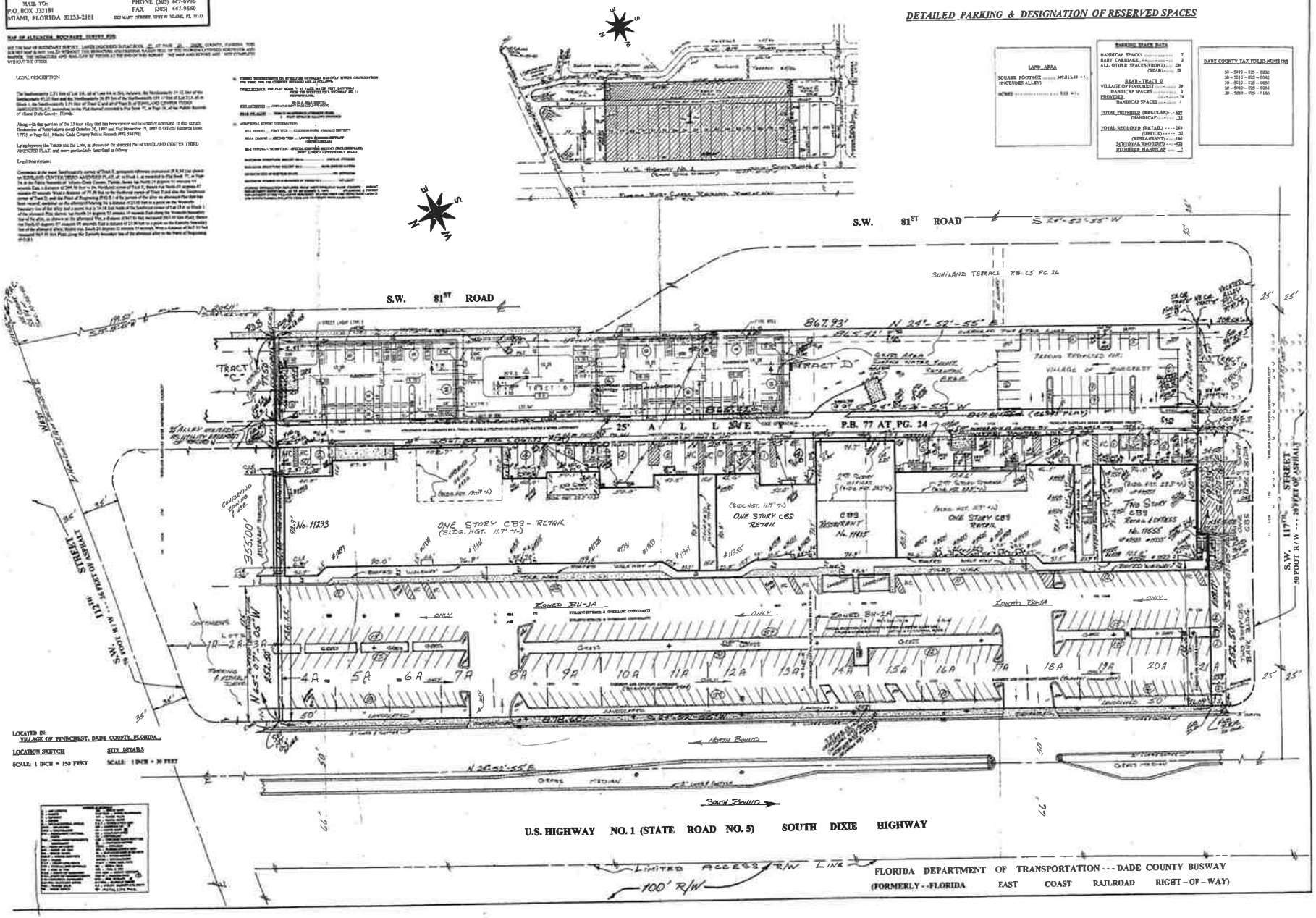
LEGAL DESCRIPTION

Legal Description:

LAND AREA	
SQUARE FOOTAGE (INCLUDED ALLEY)	309,813.48 +/-
ACRES	7.11 +/-

PARKING SPACE DATA	
HANDICAP SPACES	7
BABY CARRIAGE	2
ALL OTHER SPACES(PRIMO)	284
(REAR)	59
REAR - TRACT D	
VILLAGE OF PINECREST	39
HANDICAP SPACES	3
PROVIDED	76
HANDICAP SPACES	7
TOTAL PROVIDED (REGULAR)	459
(HANDICAP)	12
TOTAL REQUIRED (RETAIL)	269
(OFFICE)	53
(RESTAURANT)	186
SUPERVISAL BUILDING	28
STOMBER HANDICAP	3

DADE COUNTY TAX FOLIO NUMBERS
30 - 5910 - 025 - 0030
30 - 5210 - 025 - 0040
30 - 5910 - 025 - 0060
30 - 5910 - 025 - 0065
30 - 5910 - 025 - 0100



LOCATED IN:
VILLAGE OF PINECREST, DADE COUNTY, FLORIDA.

LOCATION SKETCH
SCALE: 1 INCH = 150 FEET

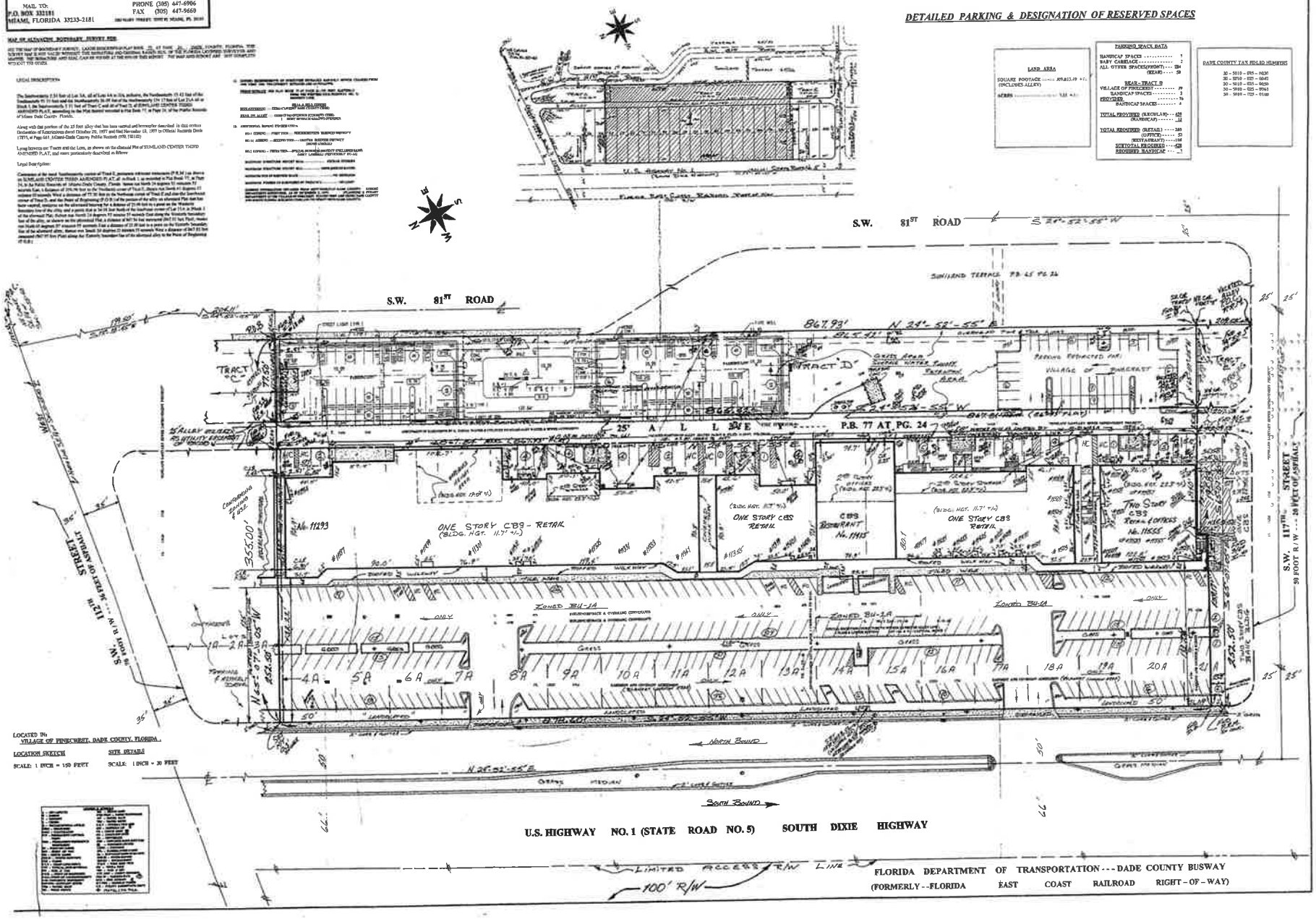
SITE DETAILS
SCALE: 1 INCH = 30 FEET

ACCURATE CONSTRUCTION SURVEY CORP.
PROFESSIONAL LAND SURVEYORS & MAPPERS and LAND PLANNERS
MAIL TO:
P.O. BOX 331181
MIAMI, FLORIDA 33233-2181
PHONE (305) 447-6906
FAX (305) 447-9669

AS - BUILT MAP OF SURVEY - - INCLUDES PARTIAL VACATING OF THE ALLEY

SURVEY NUMBER: 97-05-230-R

DETAILED PARKING & DESIGNATION OF RESERVED SPACES



LOCATED IN: VILLAGE OF PINECREST, DADE COUNTY, FLORIDA.

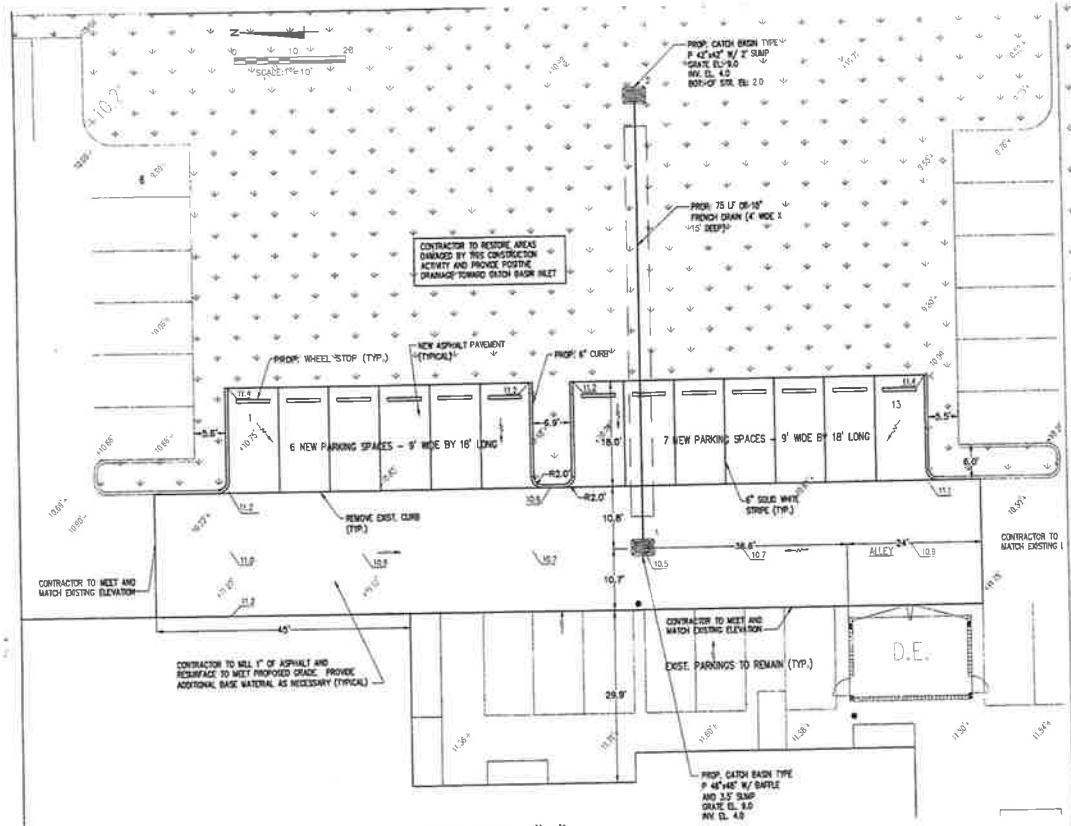
LOCATION SKETCH — SCALE: 1 INCH = 150 FEET

SITE DETAILS — SCALE: 1 INCH = 30 FEET

LAND AREA
SQUARE FOOTAGE ..... 859,815.19 +/-
ACRES ..... 9.84 +/-

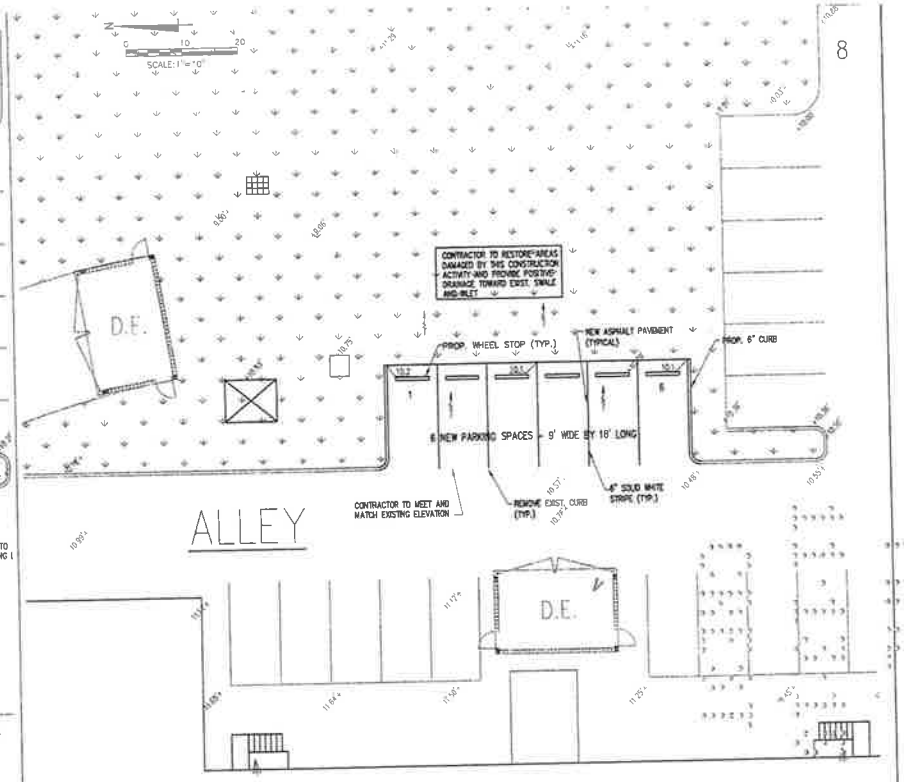
PARKING SPACE DATA	
HANDICAP SPACES	7
BABY CARRIAGE	2
ALL OTHER SPACES(FRONT)	224
(REAR)	58
REAR - TRACT D	
VILLAGE OF PINECREST	79
HANDICAP SPACES	3
PROVIDED	76
HANDICAP SPACES	4
TOTAL PROVIDED (REGULAR)	458
(HANDICAP)	17
TOTAL REQUIRED (RETAIL)	269
(OFFICE)	52
(RESTAURANT)	154
SUBTOTAL REQUIRED	475
REQUIRED HANDICAP	7

DADE COUNTY TAX FOLIO NUMBERS
30 - 5010 - 055 - 0030
30 - 5010 - 055 - 0045
30 - 5010 - 055 - 0050
30 - 5010 - 055 - 0065
30 - 5010 - 055 - 0100



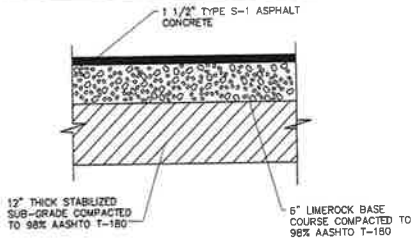
SITE PLAN "A"

SCALE: 1" = 10'



SITE PLAN "B"

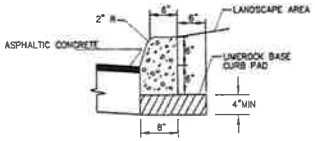
SCALE: 1" = 10'



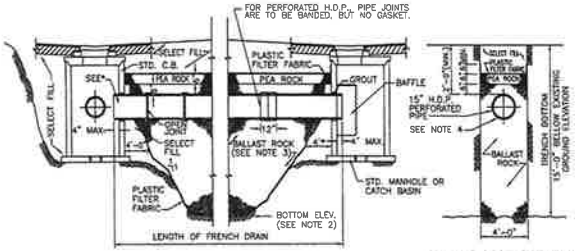
TYPICAL PAVEMENT CROSS SECTION

N.T.S

REVISIONS			DATE: 10/03/07	SCALE: AS-NOTED	AMBRO, INC. Consulting Engineers and Planners 12283 SW 124TH STREET MIAMI, FLORIDA 33186 TEL: (305) 234-7424 FAX: (305) 234-7832	TERRANOVA CORPORATION 801 ARTHUR GODFREY ROAD-SUITE 600 MIAMI BEACH, FL 33140	BY: EMILE P. AMEDEE CIVIL ENGINEER PE No. 57955 STATE OF FL.	SITE PLAN SUNILAND SHOPPING CENTER	SHEET C-2
DATE	BY	DESCRIPTION	DESIGN BY: G.E.A.	PROJECT NO. 419					

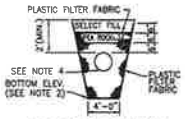


TYPE 'D' CURB DETAIL
N.T.S.



LONGITUDINAL SECTION

TRANSVERSE SECTION



ALT. TRANS. SECTION

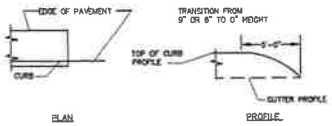
MAY BE USED IN AREAS WHERE TRENCH WALLS WILL NOT STAND VERTICAL, OR WHERE CAVE IN BELOW THE WATER TABLE IS LIKELY TO OCCUR, TO BE USED AT THE ENGINEER'S DISCRETION.

* NO SLOTS OR PERFORATIONS ON THIS LENGTH OF PIPE.

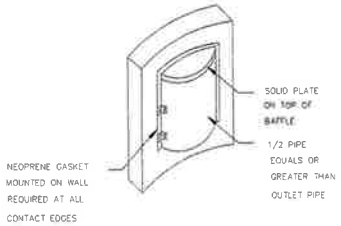
NOTES:

1. PLASTIC FILTER FABRIC (AT EA. SIDE) SHALL BE USED IN ALL AREAS AS NOTED ON PLANS AND/OR AS DIRECTED BY THE ENGINEER.
2. THE BOTTOM OF THE EXFILTRATION TRENCH SHALL BE 15'-0" BELOW EXISTING GROUND ELEVATION, UNLESS FIELD CONDITIONS WARRANT OTHERWISE, AND CHANGE IS APPROVED BY THE OWNER AND PROJECT ENGINEER.
3. AFTER THE BALLAST ROCK HAS BEEN PLACED TO THE PROPER ELEVATION, IT SHALL BE CAREFULLY WASHED DOWN WITH CLEAN WATER IN ORDER TO ALLOW FOR INITIAL SETTLEMENT THAT MAY OCCUR. IF IT DOES TAKE PLACE, ADDITIONAL BALLAST ROCK WILL BE ADDED TO RESTORE THE BALLAST ROCK TO THE PROPER ELEVATION, SO THAT THE EXFILTRATION TRENCH BE COMPLETED IN ACCOORDANCE WITH THESE DETAILS.
4. INVERT ELEVATION TO BE AS SHOWN IN DRAINAGE PLAN AVG. OCTOBER GROUND WATER LEVEL = 3.50

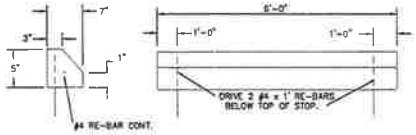
FRENCH DRAIN DETAIL
N.T.S.



DETAIL OF STANDARD CURB ENDING FOR 6" AND 9" CURB
N.T.S.



BAFFLE DETAIL
NTS



ALIGN BACK OF WHEEL STOP 4" FROM EDGE OF PAVEMENT FOR GRASS OVERHANG SPACES & 2.5' FROM END OF STALL ON PAVED OVERHANG SPACES.

USE MINIMUM 3400. PSI

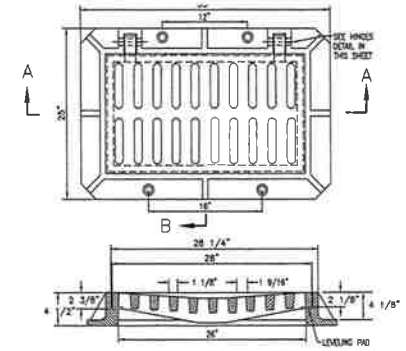
CONC. IN 28 DAYS

CONTRACTOR MAY SUBMIT ALTERNATE

WHEEL STOP SECTIONS FOR APPROVAL

NOTE : PAINT "COMPACT" IN BLACK 3" LETTERS ON FACE OF COMPACT SPACE WHEEL STOP.

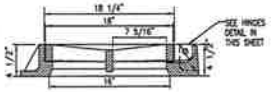
WHEEL STOP DETAIL
N.T.S.



SECTION A–A

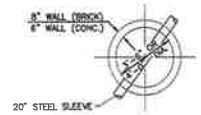
NOTES:

1. MATERIAL ASTM-A48 CLASS 30B GRAY IRON
2. GRATE WT. IS 155 LBS APP.
3. FRAME WT. IS 210 LBS APP.

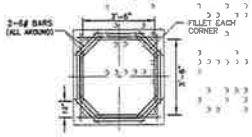


SECTION B–B

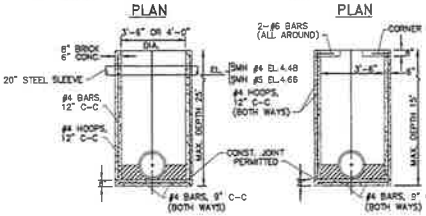
CATCH BASIN FRAME AND GRATE
N.T.S.



PLAN

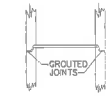


PLAN

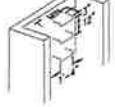


ALTERNATE 'A'

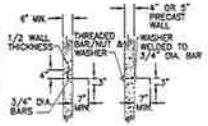
ALTERNATE 'B'



CONSTRUCTION JOINT
(OPTIONAL)



LADDER BAR DETAILS



INSTALLATION IN PRECAST UNITS

NOTE:
LADDER BARS SHALL BE INSTALLED IN BOXES 10" IN DEPTH OR GREATER.

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